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10
11 IN THE UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 FEDERAL TRADE COMMISSION,)

14 Plaintiff,)

15 v.)

16 FIBERTHIN, LLC,)
OBESITY RESEARCH INSTITUTE, LLC,)
17 HENNY DEN UIJL,)
BRYAN CORLETT,)
18 JAMES AYRES, and)
DR. JONATHAN M. KELLEY,)
19 Defendants.)

Case No.

STIPULATED FINAL JUDGMENT
AND ORDER FOR PERMANENT
INJUNCTION, MONETARY AND
OTHER EQUITABLE RELIEF

20
21
22 Plaintiff, the Federal Trade Commission (“FTC” or “Commission”) filed a Complaint for
23 Permanent Injunction and Other Equitable Relief (“Complaint”) against Defendants FiberThin,
24 LLC, Obesity Research Institute, LLC, Henny den Uijl, Bryan Corlett, James Ayres, and Dr.
25 Jonathan M. Kelley (collectively, “Defendants”) pursuant to Section 13(b) of the Federal Trade
26 Commission Act (“FTC Act”), 15 U.S.C. § 53(b). Defendants have denied, and do not admit
27 liability for, the allegations in the Complaint, except jurisdictional facts, but agree to the entry of
28 the following Stipulated Final Order for Permanent Injunction, Monetary and Other Equitable

1 Relief (“Order”). The Court, being advised in the premises, finds as follows:

2 FINDINGS

3 1. In its Complaint, the Commission alleged that the Defendants violated Sections 5(a) and
4 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52. The Commission sought permanent injunctive
5 relief for alleged deceptive acts or practices by the Defendants in connection with the marketing
6 and sale of dietary supplements, FiberThin, MetaboUp, Propolene, and Excelerene.

7 2. This Court has jurisdiction over the subject matter of this case and jurisdiction over all
8 parties. Venue in the Southern District of California is proper.

9 3. The Complaint states a claim upon which relief can be granted, and the Commission has
10 the authority to seek the relief it has requested.

11 4. The acts and practices of Defendants were and are in or affecting commerce, as defined in
12 Section 4 of the FTC Act, 15 U.S.C. § 44.

13 5. Defendants waive all rights to seek judicial review or otherwise challenge or contest the
14 validity of this Order. Defendants also waive any claims that they may have held under the Equal
15 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of
16 this Order.

17 6. The action and the relief awarded herein are in addition to, and not in lieu of, other
18 remedies as may be provided by law.

19 7. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Order are
20 binding upon Defendants, and their officers, agents, servants, representatives, employees, and all
21 other persons or entities in active concert or participation with them, who receive actual notice of
22 this Order by personal service or otherwise.

23 8. Nothing in this Order obviates Defendants’ obligation to comply with Sections 5 and 12
24 of the Federal Trade Commission Act, 15 U.S.C. §§ 45, 52.

25 9. This Order was drafted jointly by plaintiff and Defendants and reflects the negotiated
26 agreement of the parties.

27 10. The paragraphs of this Order shall be read as the necessary requirements for compliance
28 and not as alternatives for compliance and no paragraph serves to modify another paragraph

1 unless expressly so stated.

2 11. Each party shall bear its own costs and attorneys' fees.

3 12. Entry of this Order is in the public interest.

4
5 **ORDER**

6 **DEFINITIONS**

7 For purposes of this order, the following definitions shall apply:

8 1. Unless otherwise specified, "Defendants" shall mean:

9 A. FiberThin, LLC ("FiberThin"), a limited liability company, its divisions and
10 subsidiaries, its successors and assigns;

11 B. Obesity Research Institute, LLC ("Obesity Research Institute"), a limited liability
12 company, its divisions and subsidiaries, its successors and assigns;

13 C. Henny den Uijl, individually and in his capacity as a Managing Member and
14 owner of FiberThin and Obesity Research Institute;

15 D. Bryan Corlett, individually and in his capacity as a Managing Member and owner
16 of FiberThin and Obesity Research Institute;

17 E. James Ayres; and

18 F. Dr. Jonathan M. Kelley.

19 2. "Competent and reliable scientific evidence" shall mean tests, analyses, research, studies, or
20 other evidence based on the expertise of professionals in the relevant area, that has been
21 conducted and evaluated in an objective manner by persons qualified to do so, using procedures
22 generally accepted in the profession to yield accurate and reliable results.

23 3. "Weight loss product" shall mean any product, program, or service designed, used, or
24 purported to produce weight loss, reduction or elimination of fat, slimming, or caloric deficit, or
25 to prevent weight gain, in a user of the product, program, or service.

26 4. "Substantially similar product" shall mean any product that contains one or more of the
27 following active ingredients: glucomannan, propol, konjac, konjac root, chromium, green tea,
28 guarana seed, oolong tea, kola nut, bitter orange, cayenne, platycodon grandiflorum, or any

1 extracts of these ingredients.

2 5. “Food,” “drug,” and “device” shall mean as “food,” “drug,” and “device” are defined in
3 Section 15 of the Federal Trade Commission Act, 15 U.S.C. § 55.

4 6. “Covered product or service” shall mean any weight loss product, dietary supplement,
5 food, drug, or device.

6 7. “Commerce” shall mean as defined in Section 4 of the Federal Trade Commission Act,
7 15 U.S.C. § 44.

8 8. “Endorsement” shall mean as defined in 16 C.F.R. § 255.0(b).

9 9. The term “including” in this Order shall mean “without limitation.”

10 10. The terms “and” and “or” in this Order shall be construed conjunctively or disjunctively
11 as necessary to make the applicable phrase or sentence inclusive rather than exclusive.

12 CONDUCT PROHIBITIONS

13 I.

14
15 IT IS HEREBY ORDERED that Defendants, directly or through any corporation,
16 partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants,
17 representatives, employees, and all persons or entities in active concert or participation with them
18 who receive actual notice of this Order, by personal service or otherwise, in connection with the
19 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of
20 FiberThin, MetaboUp, Propolene, Excelerene, or any substantially similar product, are hereby
21 permanently restrained and enjoined from making any representation, in any manner, expressly
22 or by implication, including through the use of a trade name or endorsement, that any such
23 product:

- 24 A. Causes rapid or substantial weight loss without the need to reduce caloric
25 intake or increase physical activity;
- 26 B. Enables users to lose as much as 8 pounds or more per month without the
27 need to reduce caloric intake or increase exercise;
- 28 C. Works for all users; or

1 D. Causes substantial weight loss through blocking the absorption of fat or
2 calories.

3 **II.**

4 IT IS FURTHER ORDERED that Defendants, directly or through any corporation,
5 partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants,
6 representatives, employees, and all persons or entities in active concert or participation with them
7 who receive actual notice of this Order, by personal service or otherwise, in connection with the
8 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of
9 FiberThin, MetaboUp, Propolene, Excelerene, or any other covered product or service, are
10 hereby permanently restrained and enjoined from making any representation, in any manner,
11 expressly or by implication, including through the use of a trade name or endorsement:

- 12 A. That such product or service causes weight loss;
13 B. That such product or service enables users to lose weight or fat, or any specific
14 amount of weight or fat, without the need to reduce caloric intake or increase
15 physical activity;
16 C. That such product or service blocks the absorption of fat or calories or increases
17 metabolism; or
18 D. About the health-related benefits, performance, efficacy, safety, or side effects of
19 such product or service,

20 unless the representation is true, non-misleading, and, at the time it is made, Defendants possess
21 and rely upon competent and reliable scientific evidence that substantiates the representation.

22 *Provided, that*, in addition, for any representation made as an expert endorser, Defendants Ayres
23 and Kelley must possess and rely upon competent and reliable scientific evidence, and an actual
24 exercise of each of their represented expertise, in the form of an examination or testing of the
25 product or service at least as extensive as an expert in the field would normally conduct in order
26 to support any conclusions presented in their representation.
27
28

1 **Representations Regarding Tests or Studies**

2 **III.**

3 IT IS FURTHER ORDERED that Defendants, directly or through any partnership,
4 corporation, subsidiary, division, trade name, or other device, and their officers, agents, servants,
5 representatives, employees, and all persons or entities in active concert or participation with them
6 who receive actual notice of this Order, by personal service or otherwise, in connection with the
7 manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any
8 covered product or service, in or affecting commerce, shall not misrepresent, in any manner,
9 directly or by implication, the existence, contents, validity, results, conclusions, or interpretations
10 of any test or study.

11 **FDA Approved Claims**

12 **IV.**

13 IT IS FURTHER ORDERED that:

- 14 A. Nothing in this Order shall prohibit Defendants from making any representation
15 for any drug that is permitted in labeling for such drug under any tentative final or
16 final standard promulgated by the Food and Drug Administration, or under any
17 new drug application approved by the Food and Drug Administration; and
18 B. Nothing in this Order shall prohibit Defendants from making any representation
19 for any product that is specifically permitted in labeling for such product by
20 regulations promulgated by the Food and Drug Administration pursuant to the
21 Nutrition Labeling and Education Act of 1990.
22 C. Nothing in this order shall prohibit Defendants from making any representation
23 for any device that is permitted in labeling for such device under any new medical
24 device application approved by the Food and Drug Administration.
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1 **Monetary Judgment and Consumer Redress**

2 **V.**

3 IT IS FURTHER ORDERED that

4 A. Judgment is hereby entered against Defendants FiberThin, Obesity Research
5 Institute, Henny Den Uijl, and Bryan Corlett, jointly and severally, in the amount
6 of ONE MILLION AND FIVE HUNDRED THOUSAND DOLLARS
7 (\$1,500,000) for consumer redress, which amount shall be paid to the Federal
8 Trade Commission within ten (10) days after the date of entry of this Order by
9 wire transfer in accord with directions provided by the Commission not later than
10 five (5) days after the date of entry of this Order.

11 B. All funds paid pursuant to this Order shall be deposited into an account
12 administered by the Commission or its agent to be used for equitable relief,
13 including but not limited to consumer redress, and any attendant expenses for the
14 administration of such equitable relief. In the event that direct redress to
15 consumers is wholly or partially impracticable or funds remain after redress is
16 completed, the Commission may apply any remaining funds for such other
17 equitable relief (including consumer information remedies) as it determines to be
18 reasonably related to the Defendants' practices alleged in the complaint. Any
19 funds not used for such equitable relief shall be deposited to the United States
20 Treasury as disgorgement. Defendants shall have no right to challenge the
21 Commission's choice of remedies under this Paragraph. Defendants shall have no
22 right to contest the manner of distribution chosen by the Commission. No portion
23 of any payments under the judgment herein shall be deemed a payment of any
24 fine, penalty, or punitive assessment.

25 C. Defendants relinquish all dominion, control and title to the funds paid into the
26 account established pursuant to this Order, and all legal and equitable title to the
27 funds shall vest in the Treasurer of the United States unless and until such funds
28 are disbursed to consumers. Defendants shall make no claim to or demand for the

1 return of the funds, directly or indirectly, through counsel or otherwise; and in the
2 event of bankruptcy of any Defendant, Defendants acknowledge that the funds are
3 not part of the debtor's estate, nor does the estate have any claim or interest
4 therein.

5 D. Proceedings instituted under this Paragraph are in addition to, and not in lieu of,
6 any other civil or criminal remedies that may be provided by law, including any
7 other proceedings the Commission may initiate to enforce this Order.

8
9 **Right to Reopen**

10 **VI.**

11 **IT IS FURTHER ORDERED** that the Commission's agreement to this Monetary Judgment is
12 expressly premised on the truthfulness, accuracy, and completeness of the financial statements
13 submitted to the Commission by Defendants dated September 21, October 12, October 22, and
14 October 26, 2004, and January 4 and January 5, 2005. Such financial statements contain
15 material information upon which the Commission relied in negotiating and agreeing to this
16 Monetary Judgment. If, upon motion by the Commission, the Court finds that such financial
17 statement of any such Defendant contains any material misrepresentation or omission, the Court
18 shall enter judgment for consumer redress against such Defendant in favor of the Commission in
19 the amount of Forty-One Million Dollars (\$41,000,000), which Defendants stipulate is the
20 amount of gross sales of FiberThin, MetaboUp, Propolene, and Excelerene prior to entry of this
21 Order. The judgment shall become immediately due and payable by such Defendant, and interest
22 computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall immediately begin to
23 accrue on the unpaid balance; **provided, however, that** in all other respects this Order shall
24 remain in full force and effect unless otherwise ordered by the Court; and, **provided further,**
25 **that** proceedings instituted under this provision would be in addition to, and not in lieu of, any
26 other civil or criminal remedies as may be provided by law, including but not limited to contempt
27 proceedings, or any other proceedings that the Commission or the United States may initiate to
28 enforce this Order. For purposes of this Section, and any subsequent proceedings to enforce

1 payment, including but not limited to a non-dischargeability complaint filed in a bankruptcy
2 proceeding, Defendants agree not to contest any of the allegations in the Commission's
3 Complaint.

4
5 **Consumer Lists**

6 **VII.**

7 IT IS FURTHER ORDERED that:

- 8 A. Defendants FiberThin, Obesity Research Institute, Henny den Uijl, and Bryan
9 Corlett shall within seven (7) calendar days after service of this Order upon
10 Defendants, deliver to the Commission a searchable electronic file of all
11 consumers who purchased FiberThin, MetaboUp, Propolene, and/or Excelerene
12 on or after January 1, 2002 through the date of entry of this Order. Such file shall
13 include each consumer's name and address, the product(s) purchased, the quantity
14 and the amount paid, including shipping and handling charges, and if available,
15 the consumer's telephone number and email address.
- 16 B. Defendants FiberThin, Obesity Research Institute, Henny den Uijl, and Bryan
17 Corlett, and their officers, agents, servants, employees, and attorneys and all other
18 persons or entities who receive actual notice of this Order by personal service or
19 otherwise, are permanently restrained and enjoined from selling, renting, leasing,
20 transferring, or otherwise disclosing the name, address, telephone number, credit
21 card number, bank account number, e-mail address, or other identifying
22 information of any person who paid any money at any time prior to entry of this
23 Order, in connection with the purchase of FiberThin, MetaboUp, Propolene, or
24 Excelerene. *Provided, however,* that Defendants FiberThin, Obesity Research
25 Institute, Henny den Uijl, and Bryan Corlett may disclose such identifying
26 information as required in Subparagraph A above, to any law enforcement agency,
27 or as required by any law, regulation, or court order.

1 Individual Defendant's duties and responsibilities in connection
2 with the business or employment; and

3 c. Any changes in the Individual Defendant's name or use of any
4 aliases or fictitious names; and

5 2. Individual Defendants Henny den Uijl and Bryan Corlett and Corporate
6 Defendants FiberThin and Obesity Research Institute shall notify the
7 Commission of any changes in corporate structure of the Corporate
8 Defendant(s) or any business entity that an Individual Defendant(s)
9 directly or indirectly control(s), or has an ownership interest in, that may
10 affect compliance obligations arising under this Order, including but not
11 limited to a dissolution, assignment, sale, merger, or other action that
12 would result in the emergence of a successor entity; the creation or
13 dissolution of a subsidiary, parent, or affiliate that engages in any acts or
14 practices subject to this Order; the filing of a bankruptcy petition; or a
15 change in the corporate name or address, at least thirty (30) days prior to
16 such change, *provided that*, with respect to any proposed change in the
17 corporation about which the Defendant(s) learns less than thirty (30) days
18 prior to the date such action is to take place, the Defendant(s) shall notify
19 the Commission as soon as is practicable after obtaining such knowledge.

20 B. Sixty (60) days after the date of entry of this Order, Defendants FiberThin,
21 Obesity Research Institute, Henny den Uijl, Bryan Corlett, James Ayres, and Dr.
22 Jonathan M. Kelley each shall provide a written report to the Commission, sworn
23 to under penalty of perjury, setting forth in detail the manner and form in which
24 they have complied and are complying with this Order. This report shall include,
25 but not be limited to:

26 1. For each Individual Defendant:

27 a. The then-current residence addresses, mailing addresses, and
28 telephone numbers of the Individual Defendant;

- 1 b. The then-current employment and business addresses and
2 telephone numbers of the Individual Defendant; a description of
3 the business activities of each such employer or business, and the
4 title and responsibilities of the Individual Defendant, for each such
5 employer or business; and
6 c. Any other changes required to be reported under Subparagraph A
7 of this Section.
- 8 2. For Defendants FiberThin, Obesity Research Institute, Henny den Uijl, and
9 Bryan Corlett:
- 10 a. A copy of each acknowledgment of receipt of this Order obtained
11 pursuant to Paragraph VIII;
12 b. A statement describing the manner in which Defendant has
13 complied and is complying with Paragraphs I through III, including
14 identification of all products that they advertise or sell, and copies
15 of all their current advertising; and
16 c. Any other changes required to be reported under Subparagraph A
17 of this Section.
- 18 3. For Defendants Ayres and Kelley:
- 19 a. A statement describing the manner in which Defendant has
20 complied and is complying with Paragraphs I through III; and
21 b. Any other changes required to be reported under Subparagraph A
22 of this Section.
- 23 C. For the purposes of this Order, Defendants shall, unless otherwise directed by the
24 Commission’s authorized representatives, mail all written notifications to the
25 Commission to:
- 26 Associate Director for Advertising Practices
27 Federal Trade Commission
28 600 Pennsylvania Ave., NW, Washington, DC 20580
 Attn: FTC v. FiberThin, LLC, et al., (S.D. Cal.)
 Civil Action No. _____

- 1 D. For purposes of the compliance reporting and monitoring required by this Order,
2 the Commission is authorized to communicate directly with Defendants.
3 Defendants may have counsel present.
4

5 **Compliance Monitoring**

6 **XI.**

7 IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating
8 compliance with any provision of this Order,

- 9 A. Within ten (10) days of receipt of written notice from a representative of the
10 Commission, Defendants FiberThin, Obesity Research Institute, Henny den Uijl,
11 Bryan Corlett, James Ayres, and Dr. Jonathan M. Kelley each shall submit
12 additional written reports, sworn to under penalty of perjury; produce documents
13 for inspection and copying; appear for deposition; and/or provide entry during
14 normal business hours to any business location in such Defendant's possession or
15 direct or indirect control to inspect the business operation;
- 16 B. In addition, the Commission is authorized to monitor compliance with this Order
17 by all other lawful means, including but not limited to the following:
- 18 1. obtaining discovery from any person, without further leave of court, using
19 the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
20 and
 - 21 2. posing as consumers and suppliers to: FiberThin, Obesity Research
22 Institute, Henny den Uijl, and Bryan Corlett, their employees, or any other
23 entity that they manage or control in whole or in part, without the necessity
24 of identification or prior notice; and
 - 25 3. Defendants FiberThin, Obesity Research Institute, Henny den Uijl, and
26 Bryan Corlett shall permit representatives of the Commission to interview
27 any employer, consultant, independent contractor, representative, agent, or
28 employee who has agreed to such an interview, relating in any way to any

- 1 3. Customer files containing the names, addresses, phone numbers, dollar
2 amounts paid, quantity of items or services purchased, and description of
3 items or services purchased, to the extent such information is obtained in
4 the ordinary course of business;
- 5 4. Complaints and refund requests (whether received directly, indirectly or
6 through any third party), including but not limited to reports of adverse
7 incidents claimed to be associated with the use of any covered product or
8 service, and any responses to those complaints or requests;
- 9 5. Copies of all advertisements, promotional materials, sales scripts, training
10 materials, Websites, or other marketing materials utilized in the
11 advertising, marketing, promotion, offering for sale, sale, or distribution of
12 any covered product or service;
- 13 6. All materials that were relied upon in making any representations
14 contained in the materials identified in Subparagraph A(5) of this
15 Paragraph, including all documents evidencing or referring to the accuracy
16 of any claim therein or to the efficacy of any covered product or service,
17 including, but not limited to, all tests, reports, studies, demonstrations, or
18 other evidence that confirm, contradict, qualify, or call into question the
19 accuracy or efficacy of each such product or service;
- 20 7. Records accurately reflecting the name, address, and telephone number of
21 each manufacturer or laboratory engaged in the development or creation of
22 any testing obtained for the purpose of manufacturing, labeling,
23 advertising, marketing, promoting, offering for sale, selling, or distributing
24 any covered product or service;
- 25 8. Copies of all contracts concerning the manufacturing, labeling,
26 advertising, marketing, promotion, offering for sale, sale, or distribution of
27 any covered product or service; and
- 28 9. All records and documents necessary to demonstrate full compliance with

1 each provision of the Order, including but not limited to, copies of
2 acknowledgments of receipt of this Order and all reports submitted to the
3 FTC pursuant to this Order;

4 B. For a period of six (6) years from the date of entry of this Order, in connection
5 with the advertising, marketing, promotion, offer for sale, distribution, or sale of
6 any covered product or service endorsed by Defendants Ayres and/or Kelley, such
7 Defendant(s), and those persons in active concert or participation with them who
8 receive actual notice of this Order by personal service or otherwise, are hereby
9 restrained and enjoined from failing to create and retain the following records:

- 10 1. Copies of all advertisements, promotional materials, sales scripts,
11 training materials, Websites, or other marketing materials utilized in the
12 advertising, marketing, promotion, offering for sale, sale, or distribution of
13 any covered product or service and in which Defendants Ayres or
14 Kelley appear as an endorser of any covered product or service;
- 15 2. All materials that were relied upon by Defendants Ayers or Kelley in
16 making any representations contained in the materials identified in
17 Subparagraph B(1) of this Paragraph, including all documents evidencing
18 or referring to the accuracy of any claim therein or to the efficacy of any
19 covered product or service, including, but not limited to, all tests, reports,
20 studies, demonstrations, or other evidence that confirm, contradict,
21 qualify, or call into question the accuracy or efficacy of each such product
22 or service;
- 23 3. Copies of all contracts or agreements concerning, referring, or relating to
24 the endorsement of any covered product or service; and
- 25 4. All records and documents necessary to demonstrate full compliance with
26 each provision of the Order, including but not limited to, all reports
27 submitted to the FTC pursuant to this Order.

1 **Retention of Jurisdiction**

2 **XIII.**

3 IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for
4 purposes of construction, modification, and enforcement of this Order.

5 SO STIPULATED.

6
7
8 MATTHEW DAYNARD
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11 Rooms NJ-3213, NJ 3255
Washington, D.C. 20580
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FiberThin, LLC
by: HENNY DEN UIJL

OBESITY RESEARCH INSTITUTE, LLC
by: HENNY DEN UIJL

HENNY DEN UIJL, individually and as an
officer or director of FiberThin, LLC and
Obesity Research Institute, LLC

12 Local Counsel:

13
14
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18 Los Angeles, California 90024
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(310) 824-4380 - fax

BRYAN CORLETT, individually and as an
officer or director of FiberThin, LLC and
Obesity Research Institute, LLC

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Attorney for Defendants FiberThin, Obesity
Research Institute, Henny den Uijl, Bryan Corlett,
James Ayers, and Dr. Jonathan M. Kelley
Tel.: (310) 314-4025
Fax: (310) 314-4026

JAMES AYRES

JONATHAN M. KELLEY, M.D.

25 **IT SO ORDERED:**

26 DATED:

JUDGE OF THE DISTRICT COURT

1 **ATTACHMENT A**

2
3 **IN THE UNITED STATES DISTRICT COURT**
4 **SOUTHERN DISTRICT OF CALIFORNIA**

5 FEDERAL TRADE COMMISSION,
6
7 Plaintiff,
8 v.
9 FiberThin, LLC,
10 OBESITY RESEARCH INSTITUTE, LLC,
11 HENNY DEN UIJL,
12 BRYAN CORLETT,
13 JAMES AYRES, and
14 DR. JONATHAN M. KELLEY,
15 Defendants.

Case No. _____

Judge _____

13 **AFFIDAVIT OF DEFENDANT** _____

14 _____, being duly sworn, hereby states and affirms:

15 1. My name is _____. My current residence address is

16 _____ I am a citizen of the United
17 States and am over the age of eighteen. I have personal knowledge of the facts set forth in this
18 Affidavit.

19 2. I am a defendant in FTC v. FiberThin, LLC, et al. (United States District Court for
20 the Southern District of California.)

21 3. On (date) _____, 2005 I received a copy of the Stipulated Final
22 Judgment and Order for Permanent Injunction, Monetary and Other Equitable Relief, which was
23 signed by the Honorable _____, United States District Court Judge for the
24 Southern District of California. A true and correct copy of the Order I received is appended to
25 this Affidavit.

26
27 I declare under penalty of perjury under the laws of the United States that the foregoing is
28 true and correct. Executed on [date], at [city and state].

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(Defendant's full name)

STATE OF _____
COUNTY OF _____

BEFORE ME this day personally appeared _____, who being first duly sworn, deposes and says that s/he has read and understands the foregoing statement and that s/he has executed the same for the purposes contained therein.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2005 by _____
presented (state identification) _____ as identification.

(print name)
NOTARY PUBLIC
Commission Number
Affix Seal