

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

FEDERAL TRADE COMMISSION and
OFFICE OF ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

Plaintiffs,

vs.

Case No. 3:10-cv-266-J-34JBT

ALCOHOLISM CURE CORPORATION,
also doing business as Alcoholism Cure
Foundation, and ROBERT DOUGLAS
KROTZER, individually and as an officer
and/or director of Alcoholism Cure
Corporation,

Defendants.

**FINAL JUDGMENT AND ORDER FOR PERMANENT
INJUNCTIVE AND OTHER EQUITABLE RELIEF
AGAINST DEFENDANTS ALCOHOLISM CURE
CORPORATION AND ROBERT DOUGLAS KROTZER**

Plaintiffs, the Federal Trade Commission (“Commission” or “FTC”) and the State of Florida, filed a Complaint for Permanent Injunction and Other Equitable Relief against Defendants Alcoholism Cure Corporation, also doing business as Alcoholism Cure Foundation (“Defendant ACF”), and Robert Douglas Krotzer (“Defendant Krotzer”)(together, “Defendants”), pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §§ 501.201-213, alleging deceptive and unfair practices and false advertisements

in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, and Section 501.204 of the FDUTPA, Fla. Stat. § 501.204. Plaintiffs seek permanent injunctive relief, and monetary consumer redress for unfair and deceptive acts and practices by Defendants in connection with Defendants' representations regarding the Permanent Cure Program, which defendants represented provided a "cure" for alcoholism.

The Court, having granted Plaintiff's Motion for Summary Judgment against Defendant Krotzer (Doc. 159), and entered an Order Granting Judgment of Default Against Defendant Alcoholism Cure Corporation (Doc. 171), **HEREBY ORDERS** that the following Final Judgment and Order for Permanent Injunctive and Other Equitable Relief against Defendants Alcoholism Cure Corporation and Robert Douglas Krotzer be entered:

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over all parties. Venue in the Middle District of Florida is proper.

2. The acts and practices of Defendants alleged in the Complaint are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44, and Defendants have provided goods or services and were engaged in a trade or commerce, as defined in Fla. Stat. § 501.203(8), within the State of Florida and Duval County.

3. The Complaint states a claim upon which relief may be granted under Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, and Section 501.204 of the FDUTPA, Fla Stat. § 501.204, Complaint, Counts I-VII, and Plaintiffs have the authority to seek the relief they have requested.

4. On September 22, 2010, the Clerk of the Court entered a default against Defendant ACF because it failed to answer or otherwise defend against Plaintiffs' Complaint. (Doc. 47).

5. On September 16, 2011, the Court entered an Order granting Plaintiffs' Motion for Summary Judgment against Defendant Krotzer on all counts of the Complaint. (Doc. 159).

6. On July 3, 2012, the Court entered an Order Granting Judgment of Default Against Defendant Alcoholism Cure Corporation, finding Defendant Alcoholism Cure Corporation, doing business as Alcoholism Cure Foundation ("Defendant ACF") in default, that Defendant ACF was deemed to have admitted the factual allegations and statutory violations set forth in the Complaint, and that defendant ACF is liable under Counts I through VII of the Complaint. (Doc. 171).

7. Defendants have violated Sections 5(a) and §§ 45(a) and 52, and section 501.204 of the FDUTPA, Fla. Stat. § 501.204, as alleged in Counts I-VII of the Complaint.

8. On July 3, 2012, the Court entered an Order On Remedies, (Doc. 172), setting forth its factual findings and legal bases for finding that a permanent injunction and other equitable relief is appropriate in this case. The Court finds that consumers in the United States have suffered, and are likely to suffer in the future, substantial monetary loss as a result of Defendants' unlawful acts and practices. In addition, Defendants have been unjustly enriched as a result of their unlawful practices.

9. The Court has the authority, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and FDUPTA, to grant injunctive and other ancillary equitable relief,

including restitution, the refund of monies paid, and disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of the law enforced by the FTC pursuant to the FTC Act, and the State of Florida pursuant to FDUPTA.

10. Defendant Krotzer is individually liable for his own and Defendant ACF's violations of the FTC Act and FDUPTA, and Defendants are jointly and severally liable for all monetary remedies.

11. A reasonable approximation of consumer injury resulting from Defendants' violations of the FTC Act and the FDUTPA is \$732,480.00.

12. The Court finds that absent a permanent injunction, Defendants will likely violate Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, and section 501.204 of FDUPTA, Fla. Stat. § 501.204. Additionally, the Court finds that the equities weigh in favor of granting a permanent injunction, and that such an injunction is in the public interest.

13. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law.

14. Nothing in this Order obviates the obligation of Defendants to comply with Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, or section 501.204 of the FDUTPA, Fla. Stat. § 501.204.

15. This Order is remedial in nature and shall not be construed as payment of a fine, penalty, punitive assessment, or forfeiture.

16. Plaintiffs' action against Defendants is an exercise of Plaintiffs' police or regulatory powers as governmental units.

17. The sections of this Order shall be read as the necessary requirements for compliance and not as alternatives for compliance, and no section serves to modify another section unless expressly so stated.

18. Entry of this Order is in the public interest. It is also appropriate, in light of Defendants' violations of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, and section 501.204 of the FDUTPA, Fla. Stat. § 501.204.

ORDER

DEFINITIONS

1. "Defendant ACF" or "Corporate Defendant" means Alcoholism Cure Corporation, also doing business as Alcoholism Cure Foundation, and its successors and assigns.

2. "Defendant Krotzer" or "Individual Defendant" means Robert Douglas Krotzer, individually and as the President of Defendant ACF.

3. "Defendants" means Defendant ACF and Defendant Krotzer, individually, collectively, or in any combination.

4. "Permanent Cure Program" means any program, product, or service offered to consumers that has been formulated, designed, or recommended by Defendants to treat or cure alcoholism, alcohol dependence, or alcohol abuse.

5. "Advertisement," "advertising" and "promotion" mean any written or verbal statement, illustration, or depiction designed to effect a sale or create interest in the purchasing of goods or services, whether it appears in a book, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter,

catalogue, poster, chart, billboard, public transit card, point of purchase display, packaging, package insert, label, film, slide, radio, television or cable television, audio program transmitted over a telephone system, program-length commercial (“infomercial”), the Internet, email, press release, video news release, or in any other medium.

6. “Commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

7. “Food,” “drug,” and “device” shall mean as “food,” “drug,” and “device” are defined in Section 15 of the FTC Act, 15 U.S.C. § 55.

8. “Covered Product” means any dietary supplement, food, drug, device, or health-related product, including any product to treat or cure alcohol or drug dependence or other human health-related problems, including, but not limited to, alcoholism, drug addiction, alcohol abuse, drug abuse, obesity/weight loss, depression, and asthma.

9. “Covered Service” means any health-related service or program, including, but not limited to, the Permanent Cure Program, and any service to treat or cure alcohol or drug dependence or other human health-related problems, including but not limited to, alcoholism, drug addiction, alcohol abuse, drug abuse, obesity/weight loss, depression, and asthma.

10. “Person” means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

11. “Personal information” means individually identifiable information from or about an individual consumer including, but not limited to: (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address

or other online contract information, such as an instant messaging user identifier or a screen name; (d) a telephone number; (e) a Social Security number; (f) a driver's license number or other government-issued identification number; (g) medical records and other individually identifiable information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (h) a bank account, debit card, or credit card account number; (i) a persistent identifier, such as a customer number held in a "cookie" or processor serial number, that is combined with other available data to identify an individual consumer; or (j) any information that is combined with any of (a) through (i) above.

12. The terms "and" and "or" in this Order shall be construed conjunctively or disjunctively as necessary, to make the applicable sentence or phrase inclusive rather than exclusive.

I.
**BAN ON ADVERTISING OR SELLING
COVERED PRODUCTS AND COVERED SERVICES**

IT IS HEREBY ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Order, by personal service or otherwise, are **PERMANENTLY RESTRAINED AND ENJOINED** from:

A. Labeling, advertising, promoting, offering for sale, selling or distribution any Covered Product or Covered Service to treat or cure alcohol or drug dependence, or other

human health-related problems, including, but not limited to, alcoholism, drug addiction, alcohol abuse, drug abuse, obesity/weight loss, depression and asthma; and

B. Assisting others in labeling, advertising, promoting, offering for sale, selling, or distributing any Covered Product or Covered Service to treat or cure alcohol or drug dependence, or other human health-related problems, including, but not limited to, alcoholism, drug addiction, alcohol abuse, drug abuse, obesity/weight-loss, depression and asthma.

II. TRADE NAME EXCISION

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with any of them who received actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, shall immediately cease using, and shall not sell, rent, lease, license or otherwise transfer, or permit others to use, the trade names or trademarks “Alcoholism Cure,” “Permanent Cure,” “Alcoholism Cure Foundation,” “Alcoholismcure.org,” and “Molecule Multiplicity.”

III. OTHER PROHIBITED MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or

participation with any of them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, are hereby **PERMANENTLY RESTRAINED AND ENJOINED** from misrepresenting, or assisting others in misrepresenting, in any manner, expressly or by implication, including through the use of any product or service name, endorsement, depiction, or illustration:

- A. The cost of any product or service;
- B. The terms and conditions of any cancellation policy;
- C. The expertise, training, education, experience, or qualifications of Defendant Krotzer or any employee or contractor of Defendants, including, but not limited to, that Defendant Krotzer or any employee, agent or contractor of Defendants has a doctorate, medical degree, scientific degree, license, or expertise in any area related to the treatment of alcohol or drug dependence, or other human health-related conditions;
- D. The charitable or nonprofit status of Defendant ACF or any business entity that Defendant Krotzer directly or indirectly controls, or in which Defendant Krotzer has an ownership interest; and
- E. The manner or extent to which any information collected from or about consumers is used, disclosed, maintained, or protected.

**IV.
PROHIBITION AGAINST UNAUTHORIZED BILLING**

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or

participation with any of them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, are hereby **PERMANENTLY RESTRAINED AND ENJOINED** from submitting a charge to or debit from a consumer's bank, credit, PayPal, or other financial account, or from otherwise causing billing information to be submitted for payment by a consumer, without having previously obtained a consumer's express written authorization for any such charge, debit, or other submission of billing information for payment in a document that includes the consumer's written signature.

V.
MONETARY JUDGMENT AND CONSUMER REDRESS

IT IS FURTHER ORDERED that:

A. Judgment is hereby entered in favor of Plaintiffs and against Defendants, jointly and severally, in the amount of seven hundred thirty-two thousand, four hundred eighty dollars (\$732,480.00) as equitable monetary relief, which shall be paid to Plaintiffs within five (5) days of the date of entry of this Order by electronic funds transfer in accordance with instructions provided by Plaintiffs.

B. In the event of default on any obligation to make payment under this Order, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue on the unpaid balance from the date of default to the date of payment.

C. All funds paid to Plaintiffs pursuant to this Order shall be deposited into an account administered jointly by Plaintiffs or their agents to be used for equitable relief, including, but not limited to consumer redress, and any attendant expenses for the

administration of such equitable relief. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after the redress is completed, the remaining funds shall be divided equally among Plaintiffs. Each Plaintiff may distribute any of the remaining funds as follows:

1. The Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement.
2. The State of Florida may apply any remaining funds to be used for the payment of costs and expenses incurred by the Attorney General in the investigation, prosecution, and enforcement of the FDUTPA or to provide funds for Florida consumer education and advocacy programs.

Defendants shall have no right to challenge Plaintiffs' choice of remedies under this Section. Defendants shall have no right to contest the manner of distribution chosen by Plaintiffs. No portion of any payment under the judgment herein shall be deemed a payment of any fine, penalty, or punitive assessment.

D. Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Defendants shall make no claim to or demand for return of the funds directly or indirectly, through counsel or otherwise.

E. In accordance with 31 U.S.C. § 7701, Defendants are required, unless they have done so already, to furnish Plaintiffs their taxpayer identification numbers (social

security number or employee identification number), within five (5) days of service of this Judgment upon them, which shall be used for the purposes of collecting and reporting on any delinquent amount arising out of this Order.

F. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings Plaintiffs may initiate to enforce this Order.

VI.
REQUIREMENT TO CEASE COLLECTION EFFORTS

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Order, by personal service or otherwise, shall immediately cease all collection efforts on accounts, claims, debts, or obligations (together, "claims") arising from any purported contracts, agreements, or understandings between Defendants and any customer who purchased or registered for, or purportedly purchased or registered for, the Permanent Cure Program prior to the date of entry of this Order (referred to in this Section as "ACF customer"). The cessation of such efforts shall include, but is not limited to:

- A. Ceasing all collection activities regarding such claims;
- B. Directing all third parties engaged in collection efforts regarding such claims to cease immediately all such collection efforts;
- C. Ceasing furnishing any negative information relating to any ACF customer to any consumer reporting agency;

D. Requesting that each consumer reporting agency to which Defendants have reported delete any such information previously furnished by Defendants;

E. Refraining from filing any lawsuit, arbitration, or other action against any ACF customer and moving to dismiss any such pending actions; and

F. Refraining from enforcing, or opposing any appeal of, any judgment or award obtained against any ACF customer prior to or after entry of this Order.

VII.

REQUIREMENT TO PROVIDE CUSTOMER LIST AND NOTICE

IT IS FURTHER ORDERED that:

A. Defendants shall, no later than twenty (20) days after the date of entry of this Order, compile and deliver to Plaintiffs a report, in the form of a sworn affidavit, listing all persons who registered for or purchased the Permanent Cure Program, on or after January 1, 2005, through the date of entry of this Order. Such report shall include each person's name and address, the program(s) purchased (i.e., Heavy Drinker or Very Heavy Drinker), the total amount of moneys paid less any amount credited for returns or refunds, and, if available, the person's telephone number and email address. The report shall be submitted to Plaintiffs electronically at DEBrief@ftc.gov and Gregory.Jackson@myfloridalegal.com in a format to be approved in advance by a representative of Plaintiffs and encrypted with encryption software such as SecureZip with the encryption key provided electronically to DEBrief@ftc.gov and Gregory.Jackson@myfloridalegal.com in a separate communication, and shall not be filed in the public record; and

B. Within thirty (30) days after the date of entry of this Order, Defendants shall send by first class mail, postage prepaid, an exact copy of the notice shown in Attachment

A to this Order to each person listed in the report required by Subsection A of this Section.

The notice shall not include any other documents.

**VIII.
PROHIBITION AGAINST THE USE, DISCLOSURE,
OR RETENTION OF CONSUMER INFORMATION**

IT IS FURTHER ORDERED that Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Order, by personal service or otherwise, are **PERMANENTLY RESTRAINED AND ENJOINED** from:

A. Disclosing, using, or benefitting from the personal information of any person who registered for or purchased the Permanent Cure Program; and

B. Failing to dispose of all such personal information in Defendants' possession, custody, or control within ten (10) days after full compliance with the Section of this Order entitled "Requirement to Provide Customer List and Notice." Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot be read or reconstructed

Provided, however, that such personal information need not be disposed of, and may be disclosed, to the extent requested by a government agency, or as required by the Section of this Order titled "Requirement to Provide Customer List and Notice" or any law, regulation, or court order.

**IX.
COMPLIANCE MONITORING**

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

A. For a period of five (5) years from the date of entry of this Order, and within three (3) days of receipt of written notice from a representative of Plaintiffs, Defendants, their successors, assigns, officers, agents, servants, employees, and those persons in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, shall provide entry during normal business hours to any business location, office or facility storing documents of any business, entity, activity or organization engaged in conduct covered by this Order for purposes of inspection and copying of all documents relevant to any matter contained in this Order, and shall permit representatives of the Plaintiffs to remove such documents for a period not to exceed five (5) business days so that the documents may be inspected, inventoried, and copied.

B. In addition, Plaintiffs are authorized to use all other lawful means, including, but not limited to:

1. Obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45, and 69; and
2. Posing as consumers or suppliers to Defendant Krotzer, his employees, or any entity managed or controlled in whole or in part by Defendant Krotzer, without the necessity of identification or prior notice; and

C. Defendants shall permit representatives of Plaintiffs to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

Provided, however, that nothing in this Order shall limit Plaintiffs' lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1 and Section 501.206 of the FDUTPA, Fla. Stat. § 501.206, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1) and Fla. Stat. §§ 501.203-204).

**X.
COMPLIANCE REPORTING**

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order,
1. Defendant Krotzer shall notify Plaintiffs of the following:
 - a. Any changes in his residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
 - b. Any changes in his employment status (including self-employment), and any change in his ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that he is affiliated with, employed by, creates or forms, or performs

services for; a detailed description of the nature of the business; and a detailed description of his duties and responsibilities in connection with the business or employment; and

c. Any changes in his name or use of any aliases or fictitious names;

2. Defendants shall notify Plaintiffs of any changes in the structure of Defendant ACF or any business entity that any Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the business entity about which a Defendant learns less than thirty (30) days prior to the date such action is to take place, such Defendant shall notify Plaintiffs as soon as is practicable after obtaining such knowledge.

B. Sixty (60) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Defendants each shall provide a written report to Plaintiffs, which is true and accurate and sworn under penalty of perjury, setting forth in detail the manner

and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. For Defendant Krotzer:
 - a. His then-current address, mailing addresses, and telephone numbers;
 - b. His then current employment status (including self-employment), including the name, addresses, and telephone numbers of each business or entity that he is affiliated with, employed by, or performs services for, with or without compensation; a detailed description of the nature of the business or activity; and a detailed description of his duties and responsibilities in connection with the business, employment, or activity;
 - c. Any other changes required to be reported under Subsection A of this Section.
2. For all Defendants:
 - a. A copy of each acknowledgment of receipt of this Order obtained pursuant to the Section title "Distribution of Order"; and
 - b. Any other changes required to be reported under Subsection A of this Section.

C. For purposes of this Section, "employment" includes the performance of services as an employee, consultant, or independent contractor, and "employers" include

any individual or entity for whom Defendant Krotzer performs services as an employee, consultant, or independent contractor.

D. Each Defendant shall notify Plaintiffs of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

E. For purposes of this Order, Defendants shall, unless otherwise directed by Plaintiffs' authorized representatives, send by overnight courier all reports, assessments, and notifications required by this Order, to the following addresses:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
Attn: FTC and State of Florida v. Alcoholism Cure Corp. (M.D. Fla.); and

Gregory Jackson, Esq.
Florida Office of the Attorney General
1300 Riverplace Boulevard, Suite 405
Jacksonville, Florida 32207
Attn: FTC and State of Florida v. Alcoholism Cure Corp. (M.D. Fla.)

Provided that, in lieu of an overnight courier, Defendants may send such reports, assessments, or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report, assessment, or notification to Plaintiffs at: DEBrief@ftc.gov and Gregory.Jackson@myfloridalegal.com.

F. For purposes of the compliance reporting and monitoring required by this Order, Plaintiffs are authorized to communicate directly with Defendants.

**XI.
DISTRIBUTION OF ORDER**

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendants shall deliver copies of this Order as directed below:

A. Corporate Defendant ACF: Defendant ACF must deliver a copy of this Order to: (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of this Order; (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting; and (4) to all persons or entities in active concert or participation with Defendant ACF. For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days after the change in structure.

B. Individual Defendant Krotzer as Control Person: For any business, entity, activity or organization engaged in conduct in any way related to any Covered Product or Covered Service, that Defendant Krotzer controls, directly or indirectly, or in which he has a majority ownership interest, he must deliver a copy of this Order to: (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of this Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the section title "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon Defendant Krotzer. For new

personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days after the change in structure.

C. Individual Defendant Krotzer as Employee or Non-Control Person: For any business, entity, activity or organization engaged in conduct in any way related to any Covered Product or Covered Service, or in conduct regulated by this Order, and in active concert or participation with Defendant Krotzer, where Defendant Krotzer is not a controlling person of the business, entity, activity or organization, Defendant Krotzer must deliver a copy of this Order to all principals and managers of such business, entity, activity, or organization before engaging in such conduct.

D. Defendants must secure a signed and dated statement acknowledging receipt of this Order, within thirty (30) days of delivery, from all persons receiving a copy of this Order pursuant to this Section.

XII.
ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that each Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to Plaintiffs a truthful sworn statement acknowledging receipt of this Order.

**XIII.
RETENTION OF JURISDICTION**

IT IS FURTHER ORDERED that the Clerk of the Court shall close this file, but the Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

DONE AND ORDERED in Jacksonville, Florida, this 3rd day of July, 2012.


MARCIA MORALES HOWARD
United States District Judge

Ic12
Copies to:
Counsel of Record
Unrepresented Party

ATTACHMENT A

[To be printed on Alcoholism Cure Corporation letterhead and sent via First Class mail]

[Date]

[Name and address of recipient]

Re: Federal Trade Commission and State of Florida v. Alcoholism Cure Corporation and Robert Douglas Krotzer, Case No. 3:10-CV-00266 (M.D. Fla.)

Dear [Recipient]:

We are writing to you because you registered with us on one of our websites. The Federal Trade Commission and the State of Florida sued us for deceptive and unfair business practices. The Court has ruled in their favor and ordered us to stop those practices.

The Order prohibits us from collecting money related to any purported contracts, agreements, or understandings we said you had with us.

We also must give you the following information. Competent and reliable scientific evidence does not demonstrate that the Permanent Cure Program and Molecule Multiplicity are effective when used for the prevention, treatment or cure of alcoholism. In addition, there are no scientific studies showing that any dietary supplements, including those we recommend, will treat or cure alcoholism in humans. It is important that you talk to your doctor or health care provider before using any herbal product in order to ensure that all aspects of your medical treatment work together. Some herbal products may interfere or affect other medical treatment, may keep your medicines from doing what they are supposed to do, or could be harmful when taken with other medicines, or in high doses.

To learn more about the Order, go to www.ftc.gov/os/caselist/0823222. To learn more about alcoholism, go to: www.niaaa.nih.gov.

Robert Douglas Krotzer, President
Alcoholism Cure Corporation, also doing
business as Alcoholism Cure Foundation