

1 WILLIAM BLUMENTHAL  
 General Counsel  
 2  
 3 RAYMOND E. MCKOWN, Bar # 150975  
 Federal Trade Commission  
 10877 Wilshire Blvd., Ste. 700  
 4 Los Angeles, CA 90024  
 (310) 824-4343 (voice)  
 5 (310) 824-4380 (fax)  
 rmckown@ftc.gov  
 6  
 7 Attorney for Plaintiff FTC

JS 6

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 FEDERAL TRADE COMMISSION )  
 )  
 11 Plaintiff, )  
 )  
 12 v. )  
 )  
 13 ULTRALIFE FITNESS, INC., dba Pure )  
 Health Laboratories, Pure Health )  
 14 Labs, and UltraBurn PM; and TRU )  
 GENIX LABORATORIES, LLC, dba )  
 15 eFitness Clubhouse and eCurves )  
 Clubhouse; )  
 16 )  
 17 NEIL P. WARDLE; CHRISTOPHER J. )  
 WARDLE; and PACE MANNION; )  
 )  
 18 Defendants. )  
 )  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

CV. CV08-07655 DSF (PJWx)  
**FINAL JUDGMENT AND ORDER FOR  
 PERMANENT INJUNCTION AND OTHER  
 EQUITABLE RELIEF**

1 The parties, Plaintiff Federal Trade Commission and Defendants  
2 Ultralife Fitness, Inc., dba Pure Health Labs, and UltraBurn PM;  
3 Tru Genix Laboratories, LLC, dba eFitness Clubhouse and eCurves  
4 Clubhouse; Neil P. Wardle; Christopher J. Wardle; and Pace Mannion;  
5 having agreed in the Stipulated Final Judgment and Order for  
6 Permanent Injunction and Other Equitable Relief to entry of this  
7 Order, hereby request that the Court enter the same to resolve all  
8 matters in dispute in this action. Defendants have waived service  
9 of the Summons and Complaint.

10 **FINDINGS**

11 1. This Court has jurisdiction over the subject matter of  
12 this action and all parties hereto. Venue in the Central District  
13 of California is proper.

14 2. The activities of Defendants are in or affecting commerce,  
15 as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

16 3. The Complaint states a claim upon which relief may be  
17 granted against Defendants under Sections 5(a), 12, and 13(b) of  
18 the FTC Act, 15 U.S.C. §§ 45(a), 52, and 53(b), and Section 907(a)  
19 of the Electronic Fund Transfer Act, 15 U.S.C. § 1693e(a), and  
20 Section 205.10(b) of Regulation E, 12 C.F.R. Section 205.10(b).

21 4. Defendants waive: (a) all rights to seek review or  
22 otherwise challenge or contest the validity of this Order; (b) any  
23 claim Defendants may have against the Commission, its employees,  
24 representatives, or agents; (c) all claims under the Equal Access  
25 to Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. 104-121,  
26 110 Stat. 847, 863-64, and (d) any rights to attorneys' fees that  
27 may arise under said provision of law.



1 means in which the communication is presented. In any  
2 communication disseminated by means of an interactive electronic  
3 medium such as software, the Internet, or online services, a  
4 disclosure must be unavoidable and presented prior to the consumer  
5 incurring any financial obligation. Any audio message shall be  
6 delivered in a volume and cadence sufficient for an ordinary  
7 consumer to hear and comprehend it. Any visual message shall be of  
8 a size and shade, with a degree of contrast to the background  
9 against which it appears and shall appear on the screen for a  
10 duration and in a location, sufficiently noticeable for an ordinary  
11 consumer to read and comprehend it; and

12 d. regardless of the medium used to disseminate it, the  
13 message shall be in understandable language and syntax. Nothing  
14 contrary to, inconsistent with, or in mitigation of the message  
15 shall be used in any communication.

16 3. "Competent and Reliable Scientific Evidence" means tests,  
17 analyses, research, studies, or other evidence based on the  
18 expertise of professionals in the relevant area, that have been  
19 conducted and evaluated in an objective manner by persons qualified  
20 to do so, using procedures generally accepted in the profession to  
21 yield accurate and reliable results.

22 4. "Defendants" means Ultralife Fitness, Inc., dba Pure  
23 Health Laboratories, Pure Health Labs, and UltraBurn PM; Tru Genix  
24 Laboratories, LLC, dba eFitness Clubhouse and eCurves Clubhouse;  
25 Neil P. Wardle; Christopher J. Wardle; and Pace Mannion.

26 5. "Business Entity Defendants" means Ultralife Fitness,  
27 Inc., dba Pure Health Laboratories, Pure Health Labs, and UltraBurn  
28

1 PM; and Tru Genix Laboratories, LLC, dba eFitness Clubhouse and  
2 eCurves Clubhouse.

3 6. "Individual Defendants" means Neil P. Wardle, Christopher  
4 J. Wardle, and Pace Mannion.

5 7. "Endorsement" means any advertising message (including  
6 verbal statements, demonstrations, or depictions of the name,  
7 signature, likeness or other identifying personal characteristics  
8 of an individual or the name or seal of an organization) which  
9 message consumers are likely to believe reflects the opinions,  
10 beliefs, findings, or experience of a party other than the  
11 sponsoring advertiser. The party whose opinions, beliefs,  
12 findings, or experience the message appears to reflect will be  
13 called the endorser and may be an individual, group or institution.

14 8. "Food" means:

- 15 a. articles used for food or drink for man or other
- 16 animals;
- 17 b. chewing gum; and
- 18 c. articles used for components of any such article.

19 9. "Drug" means:

20 a. articles recognized in the official United States  
21 Pharmacopoeia, official Homoeopathic Pharmacopoeia of the United  
22 States, or official National Formulary, or any supplement to any of  
23 them;

24 b. articles intended for use in the diagnosis, cure,  
25 mitigation, treatment, or prevention of disease in man or other  
26 animals;

27 c. articles (other than food) intended to affect the  
28 structure or any function of the body of man or other animals; and

1           d. articles intended for use as a component of any  
2 article specified in clause (a), (b), or (c); but does not include  
3 devices or their components, parts, or accessories.

4           10. "Device" means an instrument, apparatus, implement,  
5 machine, contrivance, implant, in vitro reagent, or other similar  
6 or related article, including any component, part, or accessory,  
7 which is:

8           a. recognized in the official National Formulary, or  
9 the United States Pharmacopeia, or any supplement to them;

10           b. intended for use in the diagnosis of disease or  
11 other conditions, or in the cure, mitigation, treatment, or  
12 prevention of disease, in man or other animals, or

13           c. intended to affect the structure or any function of  
14 the body of man or other animals, and which does not achieve any of  
15 its principal intended purposes through chemical action within or  
16 on the body of man or other animals and which is not dependent upon  
17 being metabolized for the achievement of any of its principal  
18 intended purposes.

19           11. "Negative Option Feature" means, in an offer or  
20 agreement to sell or provide any product or service, a provision  
21 under which the consumer's silence or failure to take an  
22 affirmative action to reject products or services or to cancel the  
23 agreement is interpreted by the seller or provider as acceptance of  
24 the offer. Agreements with Negative Option Features include, but  
25 are not limited to: (i) free or introductory price trial offers in  
26 which the consumer receives a product or service for free or at a  
27 nominal or introductory price for an initial period and will incur  
28 an obligation to pay or pay a greater amount for the product or

1 service if he or she does not take affirmative action to cancel,  
2 reject, or return the product or service before the end of that  
3 period; (ii) continuity plans in which, subsequent to the  
4 consumer's agreement to the plan, the seller or provider  
5 automatically ships products to a consumer unless the consumer  
6 notifies the seller or provider within a certain time not to ship  
7 the products; and (iii) automatic renewal plans in which the seller  
8 or provider automatically renews the agreement and charges the  
9 consumer unless the consumer cancels before the renewal.

10 12. "Preauthorized Electronic Fund Transfer" as defined by  
11 the Electronic Fund Transfer Act, 15 U.S.C. § 1693a(9), means an  
12 electronic fund transfer authorized in advance to recur at  
13 substantially regular intervals.

14 **I. PROHIBITION ON MISREPRESENTATIONS**

15 **IT IS THEREFORE ORDERED** that Defendants and Defendants'  
16 successors, assigns, officers, agents, servants, salespersons,  
17 employees, independent contractors, attorneys, and those persons in  
18 active concert or participation with them, whether acting directly  
19 or through any sole proprietorship, partnership, limited liability  
20 company, corporation, subsidiary, branch, division, or other  
21 entity, who receive actual notice of this Order by personal service  
22 or otherwise, in connection with the advertising, promoting,  
23 offering for sale, or sale of any dietary supplement, food, drug,  
24 device, or health-related program or service, or of any product or  
25 service by means of a negative option feature, are hereby  
26 permanently restrained and enjoined from misrepresenting, or  
27 assisting others in misrepresenting, expressly or by implication,  
28 any material fact, including but not limited to:

1 A. That a product or service is offered on a "free," "risk-  
2 free," "trial," or "no obligation" basis, or words of similar  
3 import, denoting or implying the absence of any obligation on the  
4 part of the recipient of the offer to affirmatively act in order to  
5 avoid charges;

6 B. The amount that a consumer will be charged or billed;

7 C. That a consumer will not be charged or billed;

8 D. The timing or manner of any charge or bill (including but  
9 not limited to the date of the charge and whether it will be a  
10 credit card charge or a checking account debit);

11 E. The length of any trial period that consumers receive  
12 before being charged or billed;

13 F. Through, among other things, mailings, email, billings,  
14 credit card charges and checking account debits, that a consumer  
15 purchased or agreed to purchase a product or service, or that a  
16 transaction has been authorized by a consumer;

17 G. That use of a product burns a significant amount of fat  
18 while the user sleeps;

19 H. That use of a product can cause substantial weight loss  
20 with no additional effort required;

21 I. That use of a product can cause weight loss of two pounds  
22 or more a week for a month or more without diet or exercise; and

23 J. That use of a product can safely enable consumers to lose  
24 more than three pounds per week for more than four weeks.

## 25 II. REQUIRED DISCLOSURES

26 **IT IS FURTHER ORDERED** that Defendants and Defendants'  
27 successors, assigns, officers, agents, servants, salespersons,  
28 employees, independent contractors, attorneys, and those persons in



1 active concert or participation with them, whether acting directly  
2 or through any sole proprietorship, partnership, limited liability  
3 company, corporation, subsidiary, branch, division, or other  
4 entity, who receive actual notice of this Order by personal service  
5 or otherwise, in connection with the advertising, promoting,  
6 offering for sale, or sale of any product or service, are hereby  
7 permanently restrained and enjoined from failing to clearly and  
8 conspicuously disclose, before consumers are asked to pay money,  
9 submit consideration, or reveal billing information: all fees and  
10 costs; all material restrictions, limitations, or conditions  
11 applicable to the purchase, receipt, or use of the product or  
12 service that is the subject of the offer (including any promotion  
13 associated with free products or services, or products or services  
14 available on a trial basis); and all material terms and conditions  
15 of any offer with a negative option feature, including but not  
16 limited to:

17       A. The dollar amount of the first payment and when it will be  
18 charged, withdrawn, or become due; the dates or frequency (e.g.,  
19 monthly, quarterly) of all subsequent charges or payment(s); and  
20 the dollar amount or range of costs of all subsequent charges or  
21 payments;

22       B. If a withdrawal will be made or a charge assessed at the  
23 end of a trial period unless the consumer cancels: this fact; when  
24 the trial period begins; the length of the trial period; the  
25 specific steps and means by which a cancellation request must be  
26 submitted; and the date by or time period within which a  
27 cancellation request must be received to avoid a charge;

28

1 C. If products are automatically shipped to a consumer or a  
2 membership, subscription, or agreement for products or services  
3 that are offered on a periodic basis is automatically renewed  
4 unless the consumer provides notification within a certain time not  
5 to ship or renew: this fact; the length of the subsequent renewal  
6 period; the manner in which a notice not to ship or renew must be  
7 submitted; the date by or time period within which a notice not to  
8 ship or renew must be received to avoid shipment or renewal (e.g.,  
9 two weeks after the consumer is advised of an upcoming shipment);  
10 and the telephone number, email address, or street address to which  
11 such a notice must be directed;

12 D. The fact, if true, that the billing information  
13 Defendants already possess, either because the consumer previously  
14 provided it to a Defendant, or a Defendant obtained it from another  
15 source, will be used to bill or charge the consumer; and

16 E. All material conditions, limitations and restrictions on  
17 the ability of the consumer to use any product or service that is  
18 offered "free," "risk-free," on a "trial," "discounted," "reduced  
19 in price," or "no obligation" basis, or words of similar import  
20 denoting or implying the absence of any obligation on the part of  
21 the recipient of such offer to pay or pay a greater amount for such  
22 product or service or to take affirmative action to avoid incurring  
23 payment or increased payment obligations, whether such product or  
24 service is the subject of the offer to the consumer or such product  
25 or service is offered to a consumer who accepts an offer for other  
26 products or services.

1           **III. PROHIBITIONS RELATING TO THE USE OF BILLING INFORMATION**

2           **IT IS FURTHER ORDERED** that Defendants and Defendants'  
3 successors, assigns, officers, agents, servants, salespersons,  
4 employees, independent contractors, attorneys, and those persons in  
5 active concert or participation with them, whether acting directly  
6 or through any sole proprietorship, partnership, limited liability  
7 company, corporation, subsidiary, branch, division, or other  
8 entity, who receive actual notice of this Order by personal service  
9 or otherwise, in connection with the advertising, promoting,  
10 offering for sale, or sale of any product or service, are hereby  
11 permanently restrained and enjoined from directly or indirectly  
12 using billing information to obtain payment without first obtaining  
13 the express informed consent of the consumer, which shall include  
14 express informed consent to be charged for the product or service  
15 using a specified billing account, and the clear and conspicuous  
16 disclosure of the information identified in Section II, above, in  
17 close proximity to the consumer's express consent to purchase such  
18 products or services. In connection with an offer or agreement  
19 with a negative option feature, the following requirements must be  
20 met to evidence express informed consent:

21           A. One of the following means must be used to evidence that  
22 the consumer has given express informed consent:

23                 1. Obtaining the consumer's express written  
24 authorization to purchase the product or service that is the  
25 subject of the transaction and the consumer's authorization to  
26 assess a charge against a specified account for payment. Such  
27 authorization must include the consumer's signature (the term  
28 "signature" includes a verifiable electronic or digital form of

1 signature, to the extent such form of signature is recognized as a  
2 valid signature under applicable federal law or state contract  
3 law); or

4           2. Obtaining the consumer's express oral authorization  
5 to purchase the product or service that is the subject of the  
6 transaction and the consumer's authorization to assess a charge  
7 against a specified account for payment that is audio-recorded, as  
8 follows:

9           a. the recording must evidence that the consumer,  
10 during that transaction, at a minimum, has provided the last four  
11 (4) digits of the account number to be charged;

12           b. the recording must evidence that the disclosure  
13 requirements of Section II, above, have been complied with;

14           c. the recording must include the entirety of the  
15 transaction;

16           d. the recording can be identified and located by  
17 either the consumer's name or telephone number; and

18           e. a copy of the recording is provided upon request  
19 to the consumer, the consumer's bank, credit or debit card company  
20 or other billing entity, state attorney general or consumer  
21 protection agency, and the Commission; or

22           B. For any transaction involving a service, within the lesser  
23 of ten days after the date of the transaction or half the time of  
24 any trial period, the consumer must be sent written confirmation of  
25 the transaction, identified in a clear and conspicuous manner on  
26 the outside of the envelope, via first class mail that includes all  
27 the information that is required to be disclosed pursuant to  
28 Section II, above;

1 C. For any transaction involving a product, the first product  
2 shipment must contain written confirmation of the transaction that  
3 includes all of the information that is required to be disclosed  
4 pursuant to Section II, above, and a clear and conspicuous  
5 statement of the procedures by which the consumer can cancel or  
6 obtain a refund; and

7 D. At least thirty (30) days prior to renewing a consumer's  
8 membership, subscription, or agreement to purchase for any service  
9 (in the case of a membership, subscription, or agreement whose term  
10 is six months or longer) and prior to the submission for payment of  
11 a consumer's billing information for such services, a consumer must  
12 be sent written confirmation of such renewal, identified in a clear  
13 and conspicuous manner on the outside of the envelope, via first  
14 class mail, that includes all of the information that is required  
15 to be disclosed pursuant to Subsections II.A, B, and D of this  
16 Order, above, and a clear and conspicuous statement of the  
17 procedures by which the consumer can cancel such renewal.

18 **IV. MONITORING TO ENSURE COMPLIANCE WITH THE ORDER**

19 **IT IS FURTHER ORDERED** that Defendants and Defendants'  
20 successors, assigns, officers, agents, servants, salespersons,  
21 employees, independent contractors, attorneys, and those persons in  
22 active concert or participation with them, whether acting directly  
23 or through any sole proprietorship, partnership, limited liability  
24 company, corporation, subsidiary, branch, division, or other  
25 entity, who receive actual notice of this Order by personal service  
26 or otherwise, in connection with the advertising, promoting,  
27 offering for sale, or sale of any product or service, are hereby  
28 permanently restrained and enjoined from failing to take reasonable

1 steps sufficient to monitor and ensure that all Defendants' agents,  
2 representatives, employees, independent contractors, and contract  
3 telemarketers comply with the requirements of Sections I-III  
4 and V-IX. Such reasonable steps shall include but are not limited  
5 to the following:

6 A. Establishing and following a procedure for receiving and  
7 responding to consumer complaints that allege conduct that  
8 constitutes a violation of the FTC Act or this Order;

9 B. Ascertaining the number and nature of consumer complaints  
10 in which each employee or independent contractor is involved;

11 C. Promptly and fully investigating any consumer complaint;  
12 and

13 D. Creating and retaining records demonstrating compliance  
14 with this Section, as required by Section XV, including but not  
15 limited to, copies of all procedures for receiving and responding  
16 to consumer complaints, all documents relating to investigations of  
17 consumer complaints, and all documents demonstrating how Defendants  
18 responded to or addressed each consumer complaint;

19 Provided however, that this subsection does not authorize or  
20 require Defendants to take any action that violates any federal,  
21 state, or local law.

22 **V. PROHIBITIONS RELATING TO REFUNDS AND CANCELLATIONS**

23 **IT IS THEREFORE ORDERED** that Defendants and Defendants'  
24 successors, assigns, officers, agents, servants, salespersons,  
25 employees, independent contractors, attorneys, and those persons in  
26 active concert or participation with them, whether acting directly  
27 or through any sole proprietorship, partnership, limited liability  
28 company, corporation, subsidiary, branch, division, or other

1 entity, who receive actual notice of this Order by personal service  
2 or otherwise, in connection with the advertising, promoting,  
3 offering for sale, or sale of any product or service, are hereby  
4 permanently restrained and enjoined:

5 A. From failing to disclose, clearly and conspicuously,  
6 before consumers are asked to pay money, submit consideration, or  
7 reveal billing information: (1) if a representation is made about a  
8 refund or cancellation policy, all material terms and conditions of  
9 such policy; or (2) if there is a policy of not making refunds or  
10 cancellations; this fact;

11 B. If a policy allowing consumers to cancel or obtain a  
12 refund has been disclosed to the consumer, from failing to honor  
13 any request that complies with such policy; provided however, with  
14 respect to any money-back guarantee offered by Defendants, from  
15 failing to provide, within seven (7) business days of a Defendant's  
16 receipt of a valid refund request, a full refund of the purchase  
17 price of the product or service; and

18 C. From misrepresenting, or assisting others in  
19 misrepresenting, expressly or by implication, the terms and  
20 conditions of any refund or cancellation policy or policies,  
21 including but not limited to, that consumers who accept an offer  
22 can easily cancel to avoid the assessment of a charge.

23 **VI. COMPLIANCE WITH THE ELECTRONIC FUND TRANSFER ACT**

24 **IT IS FURTHER ORDERED** that Defendants and Defendants'  
25 successors, assigns, officers, agents, servants, salespersons,  
26 employees, independent contractors, attorneys, and those persons in  
27 active concert or participation with them, whether acting directly  
28 or through any sole proprietorship, partnership, limited liability

1 company, corporation, subsidiary, branch, division, or other  
2 entity, who receive actual notice of this Order by personal service  
3 or otherwise, in connection with the advertising, promoting,  
4 offering for sale, or sale of any product or service, are hereby  
5 permanently restrained and enjoined, in connection with any  
6 consumer who purchases any product or service subsequent to the  
7 date of this Order and who uses a debit card or other means of  
8 electronic funds transfer, from:

9       A. Failing to obtain written authorization for preauthorized  
10 electronic fund transfers from a consumer's account before  
11 initiating any preauthorized electronic fund transfer, as required  
12 by Section 907(a) of the Electronic Funds Transfer Act, 15 U.S.C.  
13 § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R.  
14 § 205.10(b), as more fully set out in Section 205.10(b) of the  
15 Federal Reserve Board's Official Staff Commentary to Regulation E,  
16 12 C.F.R. § 205.10(b) Supp. I, or as it may hereafter be amended;  
17 and

18       B. Failing to maintain procedures reasonably adapted to avoid  
19 an unintentional failure to obtain written authorization for a  
20 preauthorized electronic fund transfer, as set out in Section  
21 205.10(b) of the Federal Reserve Board's Official Staff Commentary  
22 to Regulation E, 12 C.F.R. § 205.10(b) Supp. I, or as it may  
23 hereafter be amended.

24               **VII. FALSE WEIGHT-LOSS REPRESENTATIONS PROHIBITED**

25               **IT IS FURTHER ORDERED** that Defendants and Defendants'  
26 successors, assigns, officers, agents, servants, salespersons,  
27 employees, independent contractors, attorneys, and those persons in  
28 active concert or participation with them, whether acting directly



1 or through any sole proprietorship, partnership, limited liability  
2 company, corporation, subsidiary, branch, division, or other  
3 entity, who receive actual notice of this Order by personal service  
4 or otherwise, in connection with the advertising, labeling,  
5 manufacturing, promoting, offering for sale, or sale of TruGenix  
6 Hoodia, Ultralife PM, Pure Health Laboratories Hoodia, UltraBurn PM  
7 (with Hoodia), or any dietary supplement, food, or non-prescription  
8 drug or device, are hereby permanently restrained and enjoined from  
9 making any representation, expressly or by implication, including  
10 through the use of endorsements or product names, that such  
11 product:

12 A. Causes substantial weight loss with no additional effort,  
13 including, but not limited to, reducing caloric intake or  
14 increasing physical activity; or

15 B. Causes permanent weight loss.

16 **VIII. REPRESENTATIONS PROHIBITED UNLESS TRUE AND SUBSTANTIATED**

17 **IT IS FURTHER ORDERED** that Defendants and Defendants'  
18 successors, assigns, officers, agents, servants, salespersons,  
19 employees, independent contractors, attorneys, and those persons in  
20 active concert or participation with them, whether acting directly  
21 or through any sole proprietorship, partnership, limited liability  
22 company, corporation, subsidiary, branch, division, or other  
23 entity, who receive actual notice of this Order by personal service  
24 or otherwise, in connection with the advertising, labeling,  
25 manufacturing, promoting, offering for sale, or sale of any dietary  
26 supplement, food, drug, device, or health-related program or  
27 service, are hereby permanently restrained and enjoined from making  
28

1 any representation, expressly or by implication, including through  
2 the use of endorsements or product names:

3 A. That any such product, service, or program:

4 1. causes weight loss;

5 2. causes weight loss with no additional effort,  
6 including, but not limited to, reducing caloric intake or  
7 increasing physical activity;

8 3. causes users to lose any specified amount of weight  
9 within a particular time frame;

10 4. reduces or eliminates fat;

11 5. reduces or curbs appetite;

12 6. increases metabolism; or

13 7. causes permanent weight loss; or

14 B. Regarding the health benefits, performance, efficacy,  
15 safety, or side effects of any such product, service, or  
16 program;

17  
18 unless, the representation is true, not misleading, and, at the  
19 time the representation is made, Defendants possess and rely upon  
20 competent and reliable scientific evidence that substantiates the  
21 representation.

22 **IX. FDA APPROVED CLAIMS**

23 **IT IS FURTHER ORDERED** that:

24 A. Nothing in this order shall prohibit Defendants from  
25 making any representation for any drug that is permitted in  
26 labeling for such drug under any tentative final or final standard  
27 promulgated by the Food and Drug Administration, or under any new  
28 drug application approved by the Food and Drug Administration;

1 B. Nothing in this order shall prohibit Defendants from  
2 making any representation for any product that is specifically  
3 permitted in labeling for such product by regulations promulgated  
4 by the Food and Drug Administration pursuant to the Nutrition  
5 Labeling and Education Act of 1990; and

6 C. Nothing in this order shall prohibit Defendants from  
7 making any representation for any device that is permitted in  
8 labeling for such device under any new medical device application  
9 approved by the Food and Drug Administration.

10 **X. MONETARY JUDGMENT**

11 **IT IS FURTHER ORDERED** that judgment for equitable monetary  
12 relief in favor of the Federal Trade Commission against Defendants,  
13 jointly and severally, is hereby entered in the amount of nine  
14 million nine hundred six thousand four hundred seventy-six dollars  
15 (\$9,906,476), which is the amount of consumer injury that the  
16 Federal Trade Commission alleges was caused by Defendants.  
17 However, this judgment shall be suspended, subject to the  
18 provisions of Section XI, upon the completed payments identified in  
19 Subsections X.A, X.B, X.C, and X.D:

20 A. Defendant Neil P. Wardle shall pay fifty thousand dollars  
21 (\$50,000) to the Commission. Upon Neil P. Wardle's execution of  
22 this Order he shall deposit twenty-five thousand dollars (\$25,000)  
23 into an escrow account held by attorney Kenneth R. Ivory. Within  
24 five (5) days after entry of this Order by the Court, the first  
25 twenty-five thousand dollar (\$25,000) installment shall be paid to  
26 the Commission. Within ninety (90) days after entry of this Order  
27 by the Court, Neil P. Wardle shall pay a second twenty-five  
28 thousand dollar (\$25,000) installment to the Commission.

1           B. Defendant Pace Mannion shall pay fifty thousand dollars  
2 (\$50,000) to the Commission. Upon Pace Mannion's execution of this  
3 Order he shall deposit fifty thousand dollars (\$50,000) into an  
4 escrow account held by attorney Kenneth R. Ivory. Within five (5)  
5 days after entry of this Order by the Court the fifty thousand  
6 dollars (\$50,000) shall be paid to the Commission;

7           C. Defendant Christopher J. Wardle shall pay fifty thousand  
8 dollars (\$50,000) to the Commission. Upon Christopher J. Wardle's  
9 execution of this Order he shall deposit twenty-five thousand  
10 dollars (\$25,000) into an escrow account held by attorney Kenneth  
11 R. Ivory. Within five (5) days after entry of this Order by the  
12 Court, the first twenty-five thousand dollar (\$25,000) installment  
13 shall be paid to the Commission. Within ninety (90) days after  
14 entry of this Order by the Court, Christopher J. Wardle shall pay a  
15 second twenty-five thousand dollar (\$25,000) installment to the  
16 Commission;

17           D. After Neil P. Wardle and Pace Mannion make the payments to  
18 the Commission required by Subsections X.A and X.B, but no later  
19 than two hundred seventy (270) days after entry of this Order by  
20 the Court, Neil P. Wardle shall transfer to the Internal Revenue  
21 Service one hundred two thousand nine hundred twenty-eight dollars  
22 (\$102,928), and Defendant Pace Mannion shall transfer to the  
23 Internal Revenue Service one hundred thousand eight hundred forty-  
24 seven dollars (\$100,847) as payment for each Defendant's federal  
25 income tax liability for the 2006 tax year. Within five (5) days  
26 of such payments, Neil P. Wardle and Pace Mannion shall provide  
27 proof of the payments to the FTC.

1 E. If, on the two hundred seventy-first (271<sup>st</sup>) day after  
2 entry of this Order by the Court, Defendant Neil P. Wardle has not  
3 made the full payment to the IRS described in Subsection X.D, he  
4 shall pay the amount of such nonpayment or underpayment, along with  
5 the amount of any interest or credit he receives on account of such  
6 nonpayment or underpayment, to the FTC within two hundred eighty-  
7 five (285) days after entry of this Order;

8 F. If, on the two hundred seventy-first (271<sup>st</sup>) day after  
9 entry of this Order by the Court, Defendant Pace Mannion has not  
10 made the full payment to the IRS described in Subsection X.D, he  
11 shall pay the amount of such nonpayment or underpayment, along with  
12 the amount of any interest or credit he receives on account of such  
13 nonpayment or underpayment, to the FTC within two hundred eighty-  
14 five (285) days after entry of this Order;

15 G. If Defendant Neil P. Wardle or Defendant Pace Mannion fail  
16 to pay the amounts each is required to pay pursuant to Subsections  
17 X.E and X.F, then judgment in the amount of nine million nine  
18 hundred six thousand four hundred seventy-six dollars (\$9,906,476)  
19 shall be entered and will become immediately due and payable, less  
20 any amounts already paid, against that defaulting Defendant.  
21 Provided however, that such defaulting Defendant shall have a  
22 fourteen (14) day period within which to cure his default.

23 H. Defendants shall pay all amounts due to the FTC under this  
24 Order in cash by electronic funds transfer to the Commission, or to  
25 such agent as the Commission may direct, pursuant to instructions  
26 provided by the Commission. Defendants' payments to the FTC  
27 totaling one hundred fifty thousand dollars (\$150,000) shall be  
28 made notwithstanding that Defendants have made no admission of

1 liability and the Court has made no such finding in connection with  
2 this Order;

3 I. All funds paid pursuant to this Section shall be deposited  
4 into a fund administered by the Commission or its agent to be used  
5 for equitable relief, including but not limited to restitution to  
6 consumers and any attendant expenses for the administration of such  
7 equitable relief. In the event that direct restitution to  
8 consumers is wholly or partially impracticable or funds remain  
9 after restitution is completed, the Commission may apply any  
10 remaining funds for such other equitable relief (including consumer  
11 information remedies) as it determines to be reasonably related to  
12 Defendants' practices as alleged in the Complaint. Any funds not  
13 used for such equitable relief will be deposited with the United  
14 States Treasury as disgorgement. Defendants shall have no right to  
15 challenge the Commission's choice of remedies under this Section.  
16 Defendants shall have no right to contest the manner of  
17 distribution chosen by the Commission. No portion of any payment  
18 under the judgment herein shall be deemed a payment of any fine,  
19 penalty, or punitive assessment;

20 J. Defendants acknowledge and agree that all money paid  
21 pursuant to this Order is irrevocably paid to the Commission for  
22 purposes of settlement between the parties, and Defendants shall  
23 make no claim or demand for return of the funds, directly or  
24 indirectly, through counsel or otherwise, and in the event of  
25 bankruptcy of any Defendant, such Defendant acknowledges that the  
26 funds are not part of the debtor's estate, nor does the estate have  
27 any claim or interest therein;

1 K. Defendants shall provide the Commission, or its agent,  
2 within thirty (30) days of such a request, the name, last known  
3 address, telephone number, e-mail address, date of purchase, total  
4 amount paid to Defendants, amount of any full or partial refund,  
5 and the complete file record, including computer records and  
6 correspondence for each consumer who paid Defendants or any entity  
7 owned or controlled, in full or in part, by Defendants, for dietary  
8 supplements, fitness programs, exercise devices, or other products  
9 or services marketed or sold by Defendants from February 2005  
10 through the date of entry of this Order, and any further  
11 information the Commission deems necessary to effectuate any  
12 restitution program for consumers;

13 L. Unless already done so, each Defendant is hereby required,  
14 in accordance with 31 U.S.C. § 7701, to furnish to the Commission  
15 their respective taxpayer identifying numbers (social security  
16 numbers or employer identification numbers), which will be used for  
17 purposes of collecting and reporting on any delinquent amount  
18 arising out of such Defendant's relationship with the government;

19 M. Any Redress Administrator shall destroy all records  
20 relating to the distribution of this judgment six (6) years after  
21 the last of the funds are credited, delivered to the Commission, or  
22 delivered to the FTC Treasury account, provided that no records  
23 shall be destroyed unless and until a representative of the  
24 Commission has received and approved the final accounting report  
25 pertaining to Defendants' payment. Records shall be destroyed in  
26 accordance with disposal methods and procedures to be specified by  
27 the Commission. The Commission may, in its sole discretion,  
28

1 require that such records, in whole or in part, be transferred, in  
2 lieu of destruction, to the Commission;

3 N. Pursuant to Section 604(1) of the Fair Credit Reporting  
4 Act, 15 U.S.C. § 1681b(1), any consumer reporting agency may  
5 furnish a consumer report concerning any Defendant to the FTC,  
6 which shall be used for purposes of collecting and reporting on any  
7 delinquent amount arising out of this Order.

8 **XI. RELIANCE ON DISCLOSURES**

9 **IT IS FURTHER ORDERED** that:

10 A. The Commission's agreement to this Order is expressly  
11 premised upon the truthfulness, accuracy, and completeness of the  
12 individual and corporate financial statements and other documents  
13 and information provided by Defendants as identified in the  
14 February 20, 2008 letter from defense counsel Kenneth Ivory to  
15 Commission counsel Raymond E. McKown. Such data constitute  
16 material information relied upon by the Commission in negotiating  
17 and agreeing to the terms of this Order;

18 B. If, upon motion by the Commission, this Court finds that a  
19 Defendant has (1) failed to disclose any material asset,  
20 materially, misrepresented the value of any asset, or made any  
21 other material misrepresentation in or omission from the submitted  
22 financial statements, documents, or information identified in the  
23 February 20, 2008 letter from defense counsel Kenneth Ivory to  
24 Commission counsel Raymond E. McKown, or (2) failed to make timely  
25 payment pursuant to Subsections X.A, X.B, or X.C, then, as to that  
26 Defendant, judgment in the amount of nine million nine hundred six  
27 thousand four hundred seventy-six dollars (\$9,906,476) shall be  
28 entered and will become immediately due and payable, less any



1 amounts already paid; provided however, that in all other respects  
2 this Order shall remain in full force and effect unless otherwise  
3 modified by the Court;

4 C. Any proceedings instituted under this Section XI are in  
5 addition to, and not in lieu of, any other civil or criminal  
6 remedies as may be provided by law, including any other proceedings  
7 that the FTC may initiate to enforce this Order; and

8 D. For purposes of Sections X and XI, and any subsequent  
9 proceedings to enforce payment, the Defendants agree that the facts  
10 as alleged in the Complaint filed in this action shall be taken as  
11 true, without further proof, in any subsequent litigation filed by  
12 or on behalf of the Commission to collect any unpaid amount or  
13 otherwise enforce its rights pursuant to this Order, including a  
14 non-dischargeability complaint filed in any bankruptcy case.

15 **XII. PROHIBITION ON COLLECTION OF PAYMENTS AND DISCLOSURE OF**  
16 **CUSTOMER INFORMATION**

17 **IT IS FURTHER ORDERED** that Defendants and Defendants'  
18 successors, assigns, officers, agents, servants, salespersons,  
19 employees, independent contractors, attorneys, and those persons in  
20 active concert or participation with them, whether acting directly  
21 or through any sole proprietorship, partnership, limited liability  
22 company, corporation, subsidiary, branch, division, or other  
23 entity, who receive actual notice of this Order by personal service  
24 or otherwise, in connection with the advertising, promoting,  
25 offering for sale, or sale of any dietary supplement or fitness  
26 products, are hereby permanently restrained and enjoined from:

27 A. Causing any withdrawal, assessment of a fee, or payments  
28 to be made against any consumer account, or otherwise causing

1 collection of, or attempts to collect, payment, directly or  
2 indirectly, from a consumer, for any order for any such product  
3 offered or provided to consumers where the purported authorization  
4 for such order occurred prior to the effective date of this Order;

5 B. Selling, renting, leasing, transferring or otherwise  
6 disclosing the name, address, birth date, telephone number, email  
7 address, Social Security number, credit or debit card number, bank  
8 account number, or other financial or identifying personal  
9 information of any person from whom or about whom such information  
10 was obtained in connection with activities alleged in the  
11 Complaint; and

12 C. Benefitting from or using the name, address, birth date,  
13 telephone number, Social Security number, credit or debit card  
14 number, bank account number, or other financial or identifying  
15 personal information of any person from whom or about whom any  
16 Defendant obtained such information in connection with activities  
17 alleged in the Complaint;

18 Provided however, that such financial or identifying personal  
19 information may be disclosed to a law enforcement agency or as  
20 required by any law, regulation, or court order.

21 **XIII. COMPLIANCE MONITORING**

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

24 A. Within fifteen (15) days of receipt of written notice from  
25 a representative of the Commission, Neil P. Wardle, Christopher J.  
26 Wardle, Pace Mannion, Ultralife Fitness, Inc., and Tru Genix  
27 Laboratories, LLC, shall submit additional written reports, sworn  
28 to under penalty of perjury; produce documents for inspection and

1 copying; appear for deposition; and/or provide entry during normal  
2 business hours to any business location in such Defendant's  
3 possession or direct or indirect control, to inspect the business  
4 operation;

5 B. In addition, the Commission is authorized to monitor  
6 compliance with this Order by all other lawful means, including but  
7 not limited to the following:

8 1. obtaining discovery from any person, without further  
9 leave of Court, using the procedures prescribed by Fed. R. Civ. P.  
10 30, 31, 33, 34, 36, and 45;

11 2. posing as consumers and suppliers to Neil P. Wardle,  
12 Christopher J. Wardle, Pace Mannion, Ultralife Fitness, Inc., or  
13 Tru Genix Laboratories, LLC, Defendants' employees, or any other  
14 entity managed or controlled in whole or in part by Neil P. Wardle,  
15 Christopher J. Wardle, Pace Mannion, Ultralife Fitness, Inc., or  
16 Tru Genix Laboratories, LLC, without the necessity of  
17 identification or prior notice; and

18 C. Neil P. Wardle, Christopher J. Wardle, Pace Mannion,  
19 Ultralife Fitness, Inc., and Tru Genix Laboratories, LLC, shall  
20 permit representatives of the Commission to interview any employer,  
21 consultant, independent contractor, representative, agent, or  
22 employee who has agreed to such an interview, relating in any way  
23 to any conduct subject to this Order. The person interviewed may  
24 have counsel present;

25 Provided however, that nothing in this Order shall limit the  
26 Commission's lawful use of compulsory process, pursuant to Sections  
27 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any  
28 documentary material, tangible things, testimony, or information

1 relevant to unfair or deceptive acts or practices in or affecting  
2 commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

3 **XIV. COMPLIANCE REPORTING BY DEFENDANTS**

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

6 A. For a period of five (5) years from the date of entry of  
7 this Order,

8 1. Neil P. Wardle, Christopher J. Wardle, and Pace  
9 Mannion shall notify the Commission of the following:

10 a. any changes in residence, mailing addresses, and  
11 telephone numbers of said Defendants, within ten (10) days of the  
12 date of such change;

13 b. any changes in employment status (including  
14 self-employment) of Neil P. Wardle, Christopher J. Wardle, or Pace  
15 Mannion, and any change in the ownership interest of Neil P.  
16 Wardle, Christopher J. Wardle, or Pace Mannion, in any business  
17 entity, within ten (10) days of the date of such change. Such  
18 notice shall include the name and address of each business that  
19 such Defendant is affiliated with, employed by, creates or forms,  
20 or performs services for; a statement of the nature of the  
21 business; and a statement of said Defendant's duties and  
22 responsibilities in connection with the business or employment; and

23 c. any change in Neil P. Wardle, Christopher J.  
24 Wardle, or Pace Mannion's name or use of any aliases or fictitious  
25 names;

26 2. Neil P. Wardle, Christopher J. Wardle, Pace Mannion,  
27 Ultralife Fitness, Inc., and Tru Genix Laboratories, LLC, shall  
28 notify the Commission of any changes in the corporate structure of

1 any Business Entity Defendant or of any company or organization  
2 that Neil P. Wardle, Christopher J. Wardle, or Pace Mannion  
3 directly or indirectly controls, or has an ownership interest in,  
4 that may affect compliance obligations arising under this Order,  
5 including but not limited to a dissolution, assignment, sale,  
6 merger, or other action that would result in the emergence of a  
7 successor entity; the creation or dissolution of a subsidiary,  
8 parent, or affiliate that engages in any acts or practices that are  
9 subject to this Order; the filing of a bankruptcy petition; or a  
10 change in the corporate name or address, at least thirty (30) days  
11 prior to such change, provided that, with respect to any proposed  
12 change in the corporation about which Defendants learn of less than  
13 thirty (30) days prior to the date such action is to take place,  
14 Defendants shall notify the Commission as soon as is practicable  
15 after obtaining such knowledge;

16 B. One hundred eighty (180) days after the date of entry of  
17 this Order, Neil P. Wardle, Christopher J. Wardle, Pace Mannion,  
18 Ultralife Fitness, Inc., and Tru Genix Laboratories, LLC, each  
19 shall provide a written report to the FTC, sworn to under penalty  
20 of perjury, setting forth in detail the manner and form in which  
21 they have complied and are complying with this Order. This report  
22 shall include, but not be limited to:

23 1. for Neil P. Wardle, Christopher J. Wardle, and Pace  
24 Mannion:

25 a. their then-current residence address, mailing  
26 addresses, and telephone numbers;

27 b. their then-current employment and business  
28 addresses and telephone numbers, a description of the business

1 activities of each such employer or business, and the title and  
2 responsibilities of said Individual Defendants for each such  
3 employer or business; and

4 c. any other changes required to be reported under  
5 subparagraph A of this Section XIV;

6 2. for all Defendants:

7 a. a copy of each acknowledgment of receipt of this  
8 Order obtained pursuant to Section XVI;

9 b. written expressions of consumers' consent  
10 required by Section XII.A; and

11 c. any other changes required to be reported under  
12 subparagraph A of this Section XIV;

13 C. For the purposes of this Order, Defendants shall, unless  
14 otherwise directed by the Commission's authorized representatives,  
15 mail all written notifications to the Commission to:

16 Associate Director, Division of Enforcement  
17 Federal Trade Commission  
18 601 New Jersey Avenue, N. W.  
Washington, D.C. 20580  
RE: FTC v. Ultralife Fitness et al.

19 D. For purposes of the compliance reporting and monitoring  
20 required by this Order, the Commission is authorized to communicate  
21 directly with Defendants.

22 **XV. RECORD KEEPING**

23 **IT IS FURTHER ORDERED** that, for a period of eight (8) years  
24 from the date of entry of this Order, in connection with any  
25 business where Neil P. Wardle, Christopher J. Wardle, Pace Mannion,  
26 Ultralife Fitness, Inc., or Tru Genix Laboratories, LLC, is the  
27 majority owner of the business or directly or indirectly manages or  
28 controls the business, each Defendant and its agents, employees,

1 officers, corporations, successors, and assigns, and those persons  
2 in active concert or participation with them who receive actual  
3 notice of this Order by personal service or otherwise, are hereby  
4 restrained and enjoined from failing to create and retain the  
5 following records:

6       A. Accounting records that reflect the cost of products or  
7 services sold, revenues generated, and the disbursement of such  
8 revenues;

9       B. Personnel records accurately reflecting: the name,  
10 address, and telephone number of each person employed in any  
11 capacity by such business, including as an independent contractor;  
12 that person's job title or position; the date upon which the person  
13 commenced work; and the date and reason for the person's  
14 termination, if applicable;

15       C. Customer files containing the names, addresses, phone  
16 numbers, dollar amounts paid, quantity of items or services  
17 purchased, and description of items or services purchased, to the  
18 extent such information is obtained in the ordinary course of  
19 business;

20       D. Complaint and refund requests (whether received directly,  
21 indirectly or through any third party) and any responses to those  
22 complaints or requests;

23       E. Copies of all sales scripts, training materials,  
24 advertisements, or other marketing materials;

25       F. Each tape recording of a telemarketing call made pursuant  
26 to Section III.A.2, above; and

27       G. All records and documents necessary to demonstrate full  
28 compliance with each provision of this Order, including but not

1 limited to, copies of all procedures for receiving and responding  
2 to consumer complaints, all documents relating to investigations of  
3 consumer complaints, all documents demonstrating how Defendants  
4 responded to or addressed each consumer complaint as required by  
5 Section IV, all documents evidencing whether refunds were provided  
6 as required by Section V.B, all acknowledgments of receipt of this  
7 Order as required by Sections XVI and XVII, all reports submitted  
8 to the FTC pursuant to Section XIV, and all written expressions of  
9 consumers' consent as required by Sections III.A.1 and XII.A.

10 **XVI. DISTRIBUTION OF ORDER BY DEFENDANTS**

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

14 A. Business Entity Defendants: Ultralife Fitness, Inc., and  
15 Tru Genix Laboratories, LLC, must deliver a copy of this Order to  
16 all of its principals, officers, directors, and managers. Each  
17 Business Entity Defendant also must deliver a copy of this Order to  
18 all of its employees, agents, and representatives who engage in  
19 conduct related to the subject matter of this Order. For current  
20 personnel, delivery shall be within five (5) days of service of  
21 this Order upon Defendants. For new personnel, delivery shall  
22 occur prior to them assuming their responsibilities;

23 B. Individual Defendants as control person: For any business  
24 that Neil P. Wardle, Christopher J. Wardle, or Pace Mannion  
25 controls, directly or indirectly, or in which any Individual  
26 Defendant has a majority ownership interest, such Individual  
27 Defendant must deliver a copy of this Order to all principals,  
28 officers, directors, and managers of that business. Said



1 Individual Defendants must also deliver copies of this Order to all  
2 employees, agents, and representatives of that business who engage  
3 in conduct related to the subject matter of this Order. For  
4 current personnel, delivery shall be within five (5) days of  
5 service of this Order upon Defendants. For new personnel, delivery  
6 shall occur prior to them assuming their responsibilities;

7 C. Neil P. Wardle, Christopher J. Wardle, or Pace Mannion as  
8 employee or non-control person: For any business where such  
9 Individual Defendant is not a controlling person of a business but  
10 otherwise engages in conduct related to the subject matter of this  
11 Order, the Individual Defendant must deliver a copy of this Order  
12 to all principals and managers of such business before engaging in  
13 such conduct; and

14 D. Neil P. Wardle, Christopher J. Wardle, Pace Mannion,  
15 Ultralife Fitness, Inc., and Tru Genix Laboratories, LLC, must  
16 secure a signed and dated statement acknowledging receipt of this  
17 Order, within thirty (30) days of delivery, from all persons  
18 receiving a copy of the Order pursuant to this Section.

19 **XVII. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

20 **IT IS FURTHER ORDERED** that each Defendant and Relief  
21 Defendant, within five (5) business days of receipt of this Order  
22 as entered by the Court, must submit to the Commission a truthful  
23 sworn statement acknowledging receipt of this Order. An example of  
24 such a form is provided as Attachment A.

25 **XVIII. COSTS AND ATTORNEYS' FEES**

26 **IT IS FURTHER ORDERED** that each party shall bear its own costs  
27 and attorneys' fees incurred in connection with this action.  
28



ATTACHMENT A

UNITED STATES DISTRICT COURT

DISTRICT OF \_\_\_\_\_

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

DEFENDANT, et al.

Defendants.

CIVIL ACTION NO.

AFFIDAVIT OF  
DEFENDANT -----  
ACKNOWLEDGING RECEIPT OF  
ORDER

[Name of defendant], being duly sworn, hereby states and affirms as follows:

1. My name is \_\_\_\_\_. My current residence address is \_\_\_\_\_ I am a citizen of the United States and am over the age of eighteen. I have personal knowledge of the facts set forth in this Affidavit.

2. I am a defendant in FTC v. Defendant, et al. (United States District Court for the \_\_\_\_\_ District of \_\_\_\_\_).

3. On [date], I received a copy of the [state full name of the Final Order as it appears on the Order itself], which was signed by the Honorable [name of U.S. District Judge] and entered by the Court on [date of entry of Order].

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

\_\_\_\_\_  
[Full name of defendant]

State of \_\_\_\_\_, City of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2005\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

