

**ORIGINAL**

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8 FEDERAL TRADE COMMISSION

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **WESTERN DIVISION**

12 FEDERAL TRADE COMMISSION,

13 Plaintiff,

14 v.

15 7 DAY MARKETING, INC.,  
16 ANTHONY PARIS DEAGUERO a/k/a  
17 PARIS DEAGUERO a/k/a THE  
HEALTH MAN,  
DIETER AMMANN, and  
LAURA DEAGUERO,

18 Defendants.

Hon.

CV08-01094

**TAXED**  
**ER (FFM)**

**STIPULATED FINAL ORDER  
FOR PERMANENT  
INJUNCTION AND  
SETTLEMENT OF CLAIMS  
FOR MONETARY RELIEF  
AS TO DIETER AMMANN**

19  
20 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), filed a  
21 Complaint for permanent injunction and other relief against 7 Day Marketing, Inc.,  
22 Anthony Paris DeAguero a/k/a Paris DeAguero a/k/a the Health Man, Dieter  
23 Ammann, and Laura DeAguero pursuant to Section 13(b) of the Federal Trade  
24 Commission Act ("FTC Act"), 15 U.S.C. § 53(b). The Complaint alleges that  
25 these Defendants engaged in unfair or deceptive acts or practices in violation of  
26 Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52. Defendant Dieter  
27 Ammann ("Ammann") denies the allegations in the Complaint, except  
28 jurisdictional facts, but is willing to agree to entry of the following Stipulated Final

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FEDERAL TRADE COMMISSION  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION  
NL

1 Order for Permanent Injunction and Settlement of Claims for Monetary Relief  
2 (“Order”), without adjudication of any issues of fact or law.

3 The Commission and Defendant Ammann have stipulated to the entry of the  
4 following Order in settlement of the Commission’s Complaint against Defendant  
5 Ammann. The Court, being advised in the premises, finds:

6 **FINDINGS**

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

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

11 3. The activities of Defendant are in or affecting commerce, as defined  
12 in 15 U.S.C. § 44.

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

17 5. Each party shall bear its own costs and attorneys’ fees.

18 6. Entry of this Order is in the public interest.

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

23 8. This Order reflects the negotiated agreement of the parties.

24 9. The paragraphs of this Order shall be read as the necessary  
25 requirements for compliance, and not as alternatives for compliance, and no  
26 paragraph serves to modify another paragraph unless expressly so stated.

**ORDER**  
**DEFINITIONS**

For purposes of this Order, the following Definitions shall apply:

1. "Ammann" means Dieter Ammann, a resident of the Central District of California, and a principal, officer, director, and manager of Defendant 7DMI.

2. "7DMI" means 7 Day Marketing, Inc., a California corporation with its principal place of business at 7271 Paramount Blvd., Pico Rivera, CA 90660, its divisions and subsidiaries, and its successors and assigns.

3. "7-Day Miracle Cleanse program" means the program marketed by the Defendant under that name, as well as any individual products marketed as part of that program, including but not limited to, the Herbal Mucous Eliminator, Super Boost Greens, and Parasine 2.

4. "Advertisement" means any written or verbal statement, illustration, or depiction that is designed to effect a sale or to create interest in the purchasing of goods or services, whether it appears in a book, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, packaging, package insert, label, film, slide, radio, television or cable television, video news release, audio program transmitted over a telephone system, infomercial, the Internet, e-mail, or in any other medium.

5. "Assisting others" means knowingly providing any of the following services to any person or entity: (a) performing customer service for any person or entity, including, but not limited to, outbound or inbound telemarketing, upselling, cross-selling, handling customer complaints, web design and marketing, continuity program development, or designing, preparing, or assisting in the preparation of product labeling or packaging; (b) formulating or providing, or arranging for the formulation or provision of, any sales script or any other advertising or marketing material for any such person or entity; (c) leasing, renting, selling, or servicing

1 customer lists; or (d) performing advertising or marketing services or consulting  
2 services of any kind for any such person or entity. *Provided, however,* “assisting  
3 others” shall not include (1) providing the following fulfillment services performed  
4 for third-party sellers: (i) processing orders, (ii) shipping orders, or  
5 (iii) inventory management; or (2) the selling, licensing, implementation of, and  
6 training on the implementation of software used by third-party sellers for  
7 processing orders, shipping orders, payment processing, and inventory  
8 management.

9 6. “Commerce” means as defined in Section 4 of the FTC Act, 15 U.S.C.  
10 § 44.

11 7. “Competent and reliable scientific evidence” means tests, analyses,  
12 research, studies, or other evidence based on the expertise of professionals in the  
13 relevant area, that has been conducted and evaluated in an objective manner by  
14 persons qualified to do so, using procedures generally accepted in the profession to  
15 yield accurate and reliable results.

16 8. “Food” and “drug” mean as defined in Section 15 of the FTC Act, 15  
17 U.S.C. § 55.

18 9. “Infomercial” means any written or verbal statement, illustration, or  
19 depiction that is 120 seconds or longer in duration that is designed to effect a sale  
20 or create interest in the purchasing of goods or services, which appears in radio,  
21 television, the Internet, or video news release.

22 10. The term “including” in this Order means “without limitation.”

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

26 12. “Endorsement” means as defined in 16 C.F.R. § 255.0(b).

**PROHIBITED BUSINESS ACTIVITIES**

**I.**

**IT IS HEREBY ORDERED** that Defendant Ammann, directly or through any corporation, partnership, subsidiary, division, trade name, or other entity, and his officers, directors, agents, servants, employees, and all persons and entities in active concert or participation with 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, program, or service, are hereby permanently enjoined and restrained from producing, disseminating, making, or assisting others in making any representation in an infomercial. This Paragraph does not prohibit Defendant Ammann from making any representation in any infomercial in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any book, newsletter, or other informational publication in any format *provided* that such book, newsletter, or other informational publication: (1) does not reference, directly or indirectly, any branded or trademarked product, program, or service; (2) is not, directly or indirectly, an advertisement for any product, program, or service; and (3) is not sold, promoted, or marketed, directly or indirectly, in conjunction with any product, program, or service that is related to the content of the book, newsletter, informational publication, or infomercial. Additionally, the infomercial for any such book, newsletter, or informational publication shall not misrepresent the content of the book, newsletter, or informational publication.

**II.**

**IT IS FURTHER ORDERED** that Defendant Ammann, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and his officers, agents, representatives, employees, attorneys, and all persons or entities in active concert or participation with them who receive actual notice of

1 this Order, by personal service or otherwise, in connection with the manufacturing,  
2 labeling, advertising, promotion, offering for sale, sale, or distribution of any  
3 product, program, or service, are hereby permanently enjoined and restrained from  
4 making or assisting others in making, expressly or by implication, including  
5 through the use of any product name or endorsement, any representation regarding  
6 the health benefits of such product, program, or service or that such product,  
7 program, or service can cure, treat, or prevent any disease. This Paragraph does  
8 not prohibit Defendant from making any representation in connection with the  
9 manufacturing, labeling, advertising, promotion, offering for sale, sale, or  
10 distribution of any book, newsletter, or other informational publication in any  
11 format *provided* that such book, newsletter, or other informational publication:  
12 (1) does not reference, directly or indirectly, any branded or trademarked product,  
13 program, or service that Defendant is promoting; (2) is not, directly or indirectly,  
14 an advertisement for any product, program, or service; and (3) is not sold,  
15 promoted, or marketed, directly or indirectly, in conjunction with any product,  
16 program, or service that is related to the content of the book, newsletter,  
17 informational publication, or infomercial. Additionally, any representation  
18 regarding the book, newsletter, or informational publication shall not misrepresent  
19 the content of the book, newsletter, or informational publication.

### 20 III.

21 **IT IS FURTHER ORDERED** that Defendant Ammann, directly or through  
22 any corporation, partnership, subsidiary, division, trade name, or other device, and  
23 his officers, agents, servants, employees, and all persons and entities in active  
24 concert or participation with them who receive actual notice of this Order by  
25 personal service or otherwise, are hereby permanently restrained and enjoined from  
26 the manufacturing, labeling, advertising, promoting, offering for sale, sale, or  
27 distribution of the 7 Day Miracle Cleanse program, the Mucous Eliminator, Super  
28 Boost Greens, and Parasine 2.

1 IV.

2 **IT IS FURTHER ORDERED** that Defendant Ammann, directly or through  
3 any corporation, partnership, subsidiary, division, trade name, or other device, and  
4 his officers, agents, representatives, employees, attorneys, and all persons or  
5 entities in active concert or participation with them who receive actual notice of  
6 this Order, by personal service or otherwise, in connection with the manufacturing,  
7 labeling, advertising, promotion, offering for sale, sale, or distribution of any  
8 product, program, or service, are hereby permanently restrained and enjoined from  
9 making, or assisting others in making, any representation, in any manner, expressly  
10 or by implication, including through the use of any product name or endorsement,  
11 about the benefits, performance, or efficacy of any product, program, or service  
12 unless the representation is true and non-misleading.

13 **MISREPRESENTATION OF TESTS OR STUDIES**

14 V.

15 **IT IS FURTHER ORDERED** that Defendant Ammann, directly or through  
16 any corporation, partnership, subsidiary, division, trade name, or other device, and  
17 his officers, agents, servants, representatives, employees, and all persons or entities  
18 in active concert or participation with them who receive actual notice of this Order,  
19 by personal service or otherwise, in connection with the manufacturing, labeling,  
20 advertising, promotion, offering for sale, sale, or distribution of any product,  
21 program, or service, are hereby permanently restrained and enjoined from  
22 misrepresenting, in any manner, expressly or by implication, including through the  
23 use of any product name or endorsement, the existence, contents, validity, results,  
24 conclusions, or interpretations of any test or study.

**DESTRUCTION AND/OR TRANSFER OF CUSTOMER LISTS**

**VI.**

**IT IS FURTHER ORDERED** that:

A. Defendant Ammann, and any entity owned or controlled, directly or indirectly, by Defendant shall permanently delete or destroy all customer information in his possession, custody, or control, with respect to any customer who purchased the 7 Day Miracle Cleanse program, or any individual product sold as part of such program, including the Mucous Eliminator, Parasine 2, or Super Boost Greens within 120 days of entry of this Order unless:

- 1. Defendant is prohibited from deleting or destroying such information by law, regulation, or court order; or
- 2. The following litigations have not been finally resolved, in which case Defendant shall retain such customer records solely as needed in those litigations, and, upon final resolution, shall permanently delete or destroy such records unless prohibited by law, regulation, or court order:
  - a. *Flynn v. 7 Day Marketing, Inc. et al.*, No. BC 363218 (Super. Ct. L.A. County); or
  - b. *Flati v. 7 Day Marketing, Inc. et al.*, No. BC 375333 (Super. Ct. L.A. County).

Within 14 days of final resolution of the litigations identified above, Defendant shall provide written confirmation to the FTC, sworn under penalty of perjury, that all such customer information has been deleted or destroyed unless Defendant is prohibited from deleting or destroying such information by law, regulation, or court order, in which case Defendant shall provide a written statement to the FTC, sworn under penalty of perjury, either (1) confirming that all customer information has been deleted or destroyed, or (2) identifying any customer information that has not been deleted or destroyed and the specific lawsuit, law, regulation, or court



1 order that prohibits Defendant from deleting or destroying such information.  
2 Unless otherwise directed by a Commission representative, prior to destroying the  
3 customer information, a complete set of the information, in proper searchable  
4 electronic format, shall be provided to the Commission at Defendant's expense.  
5 For purposes of this Paragraph, "customer information" shall mean information of  
6 or relating to consumers collected by Defendant, including, but not limited to,  
7 name, address, billing information, order history, telephone numbers, and e-mail  
8 addresses; and

9 B. Defendant Ammann, directly or through any corporation, partnership,  
10 subsidiary, division, trade name, or other device, and his officers, agents, servants,  
11 employees, and attorneys and all other persons or entities who receive actual notice  
12 of this Order by personal service or otherwise, are permanently restrained and  
13 enjoined from, directly or indirectly, selling, renting, leasing, transferring, or  
14 otherwise disclosing to anyone the name, address, telephone number, credit card  
15 number, bank account number, e-mail address, or other identifying information of  
16 any person who paid, who was solicited to pay, or whose identifying information  
17 was obtained for the purpose of soliciting them to pay, any money, to any  
18 Defendant in this action at any time prior to entry of this Order, in connection with  
19 the purchase of the 7 Day Miracle Cleanse program, or any individual product sold  
20 as part of such program, including the Mucous Eliminator, Parasine 2, or Super  
21 Boost Greens. *Provided, however,* that Defendant may disclose such identifying  
22 information as required in this Subparagraph to any law enforcement agency, or as  
23 required by any law, regulation, or court order.

24 **MONETARY JUDGMENT AND REDRESS TO CONSUMERS**

25 **VII.**

26 **IT IS FURTHER ORDERED** that:

27 A. Judgment is hereby entered in favor of the Commission and against  
28 Defendant Ammann in the amount of fourteen million four hundred fifty-five

1 thousand one hundred twenty-three dollars (\$14,455,123.00) for redress to  
2 consumers. *Provided, however*, that this judgment shall be suspended and, subject  
3 to the provisions of Paragraph VIII, shall be satisfied if Defendant Ammann timely  
4 and completely fulfills the payment obligations set forth below.

5 B. Defendant Ammann shall pay to the Commission the sum of seventy  
6 thousand dollars (\$70,000). Defendant has placed this seventy thousand dollars  
7 (\$70,000) payment into a non-interest bearing trust account at the law firm of  
8 Defendant's counsel; Venable LLP, which shall be held by Defendant's counsel in  
9 such trust account and transferred within five (5) days of entry of judgment.

10 C. Payment shall be made to the Commission by wire transfer in accord  
11 with instructions that will be provided by the Commission not later than five (5)  
12 days after the date of entry of this Order.

13 D. In the event of default on any obligation to make payment under this  
14 Order, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the  
15 date of default to the date of payment. In the event such default continues for ten  
16 (10) calendar days beyond the date the payment is due, the entire amount shall  
17 immediately become due and payable.

18 E. All funds paid pursuant to this Order shall be deposited into a fund  
19 administered by the Commission or its agents to be used for equitable relief,  
20 including but not limited to redress to consumers, and any attendant expenses for  
21 the administration of such equitable relief. In the event that direct redress to  
22 consumers is wholly or partially impracticable or funds remain after the redress is  
23 completed, the Commission may apply any remaining funds for such other  
24 equitable relief (including consumer information remedies) as it determines to be  
25 reasonably related to Defendant's practices alleged in the Complaint. Any funds  
26 not used for such equitable relief shall be deposited to the United States Treasury  
27 as disgorgement. Defendant shall have no right to challenge the Commission's  
28 choice of remedies under this Paragraph. Defendant shall have no right to contest

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1 the manner of distribution chosen by the Commission. No portion of any payment  
2 under the judgment herein shall be deemed a payment of any fine, penalty, or  
3 punitive assessment.

4 F. Defendant relinquishes all dominion, control, and title to the funds  
5 paid, and all legal and equitable title to the funds vests in the Treasurer of the  
6 United States and in the designated consumers. Defendant shall make no claim to  
7 or demand for return of the funds, directly or indirectly, through counsel or  
8 otherwise; and in the event of bankruptcy of Defendant, Defendant acknowledges  
9 that the funds are not part of the debtor's estate, nor does the estate have any claim  
10 or interest therein.

11 G. Defendant agrees that, if he fails to timely and completely fulfill the  
12 payment and other obligations set forth in this Order, the facts as alleged in the  
13 Complaint filed in this matter shall be taken as true in any subsequent litigation  
14 filed by the Commission to enforce its rights pursuant to this Order, including but  
15 not limited to a non-dischargeability complaint in any bankruptcy case.

16 H. In accordance with 31 U.S.C. § 7701, Defendant is hereby required,  
17 unless he has done so already, to furnish to the Commission his taxpayer  
18 identifying numbers and/or social security numbers, which shall be used for the  
19 purposes of collecting and reporting on any delinquent amount arising out of  
20 Defendant's relationship with the government.

21 I. Proceedings instituted under this Paragraph are in addition to, and not  
22 in lieu of, any other civil or criminal remedies that may be provided by law,  
23 including any other proceedings the Commission may initiate to enforce this  
24 Order.

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1 **RIGHT TO REOPEN**

2 **VIII.**

3 **IT IS FURTHER ORDERED** that:

4 A. The Commission's agreement to this Order is expressly premised  
5 upon the truthfulness, accuracy, and completeness of Defendant Ammann's  
6 certified financial statements and supporting documents dated August 6, 2007, as  
7 well as any and all subsequent addenda thereto, including the Supplemental  
8 Schedule A and other materials provided to the FTC by counsel on October 5,  
9 2007. Defendant stipulates that all of these materials are truthful, accurate, and  
10 complete. These documents contain material information upon which the  
11 Commission relied in negotiating and agreeing to the terms of this Order.

12 B. If, upon motion by the Commission, a Court determines that  
13 Defendant Ammann made a material misrepresentation or omitted material  
14 information concerning his financial condition, then the Court shall reinstate the  
15 judgment against Defendant Ammann, in favor of the Commission, in the amount  
16 of fourteen million four hundred fifty-five thousand one hundred twenty-three  
17 dollars (\$14,455,123.00), the total amount of net sales, minus any payments  
18 previously made by Defendant Ammann or any other Defendant in this action,  
19 which amount shall become immediately due and payable by Defendant, and  
20 interest computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall  
21 immediately begin to accrue on the unpaid balance; *provided, however, that* in all  
22 other respects this Order shall remain in full force and effect unless otherwise  
23 ordered by the Court; and, *provided further, that* proceedings instituted under this  
24 provision would be in addition to, and not in lieu of, any other civil or criminal  
25 remedies as may be provided by law, including but not limited to contempt  
26 proceedings, or any other proceedings that the Commission may initiate to enforce  
27 this Order. For purposes of this Paragraph, and any subsequent proceedings to  
28 enforce payment, including but not limited to a non-dischargeability complaint

1 filed in a bankruptcy proceeding, Defendant Ammann agrees not to contest any of  
2 the allegations in the Commission's Complaint.

3 **DISTRIBUTION OF ORDER**

4 **IX.**

5 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the  
6 date of entry of this Order, Defendant shall deliver copies of the Order as directed  
7 below:

8 A. For any business that Defendant Ammann controls, directly or  
9 indirectly, or in which he has a majority ownership interest, Defendant Ammann  
10 shall deliver a copy of this Order to all of the principals, officers, directors, and  
11 managers of that business. Defendant Ammann shall also deliver copies of this  
12 Order to all employees, agents, and representatives of that business who engage in  
13 conduct related to the subject matter of this Order. For current personnel, delivery  
14 shall be within five (5) days of service of this Order upon Defendant. For new  
15 personnel, delivery shall occur prior to their assuming their responsibilities.

16 B. For any business where Defendant Ammann is not a controlling  
17 person of the business but otherwise engages in conduct related to the subject  
18 matter of this Order, Defendant Ammann shall deliver a copy of this Order to each  
19 of the principals and managers of such business before engaging in such conduct.

20 C. Defendant Ammann shall also deliver a copy of this Order to each  
21 person or entity for whom Defendant Ammann, directly or indirectly, performs  
22 fulfillment services for any food, drug, dietary supplement, or other health-related  
23 product, program, or service. For persons or entities for whom Defendant is  
24 currently providing such fulfillment services, delivery shall be within five (5) days  
25 of service of this Order upon Defendant Ammann. For new persons or entities,  
26 delivery shall occur prior to performing any such fulfillment services.

27 D. Defendant Ammann shall secure a signed and dated statement  
28 acknowledging receipt of this Order, within thirty days of delivery, from each

00 69976 207 8-00 00 ~~IT IS ORDERED THAT~~ ~~DEFENDANT SHALL~~ ~~BE~~ ~~PROSECUTED~~ ~~BY~~ ~~THE~~ ~~COMMISSION~~ ~~AND~~ ~~THE~~ ~~COMMISSION~~ ~~IS~~ ~~NOT~~ ~~BOUND~~ ~~BY~~ ~~THE~~ ~~TERMS~~ ~~OF~~ ~~THIS~~ ~~ORDER~~

1 person receiving a copy of the Order pursuant to this Paragraph.

2 **COMPLIANCE MONITORING**

3 **X.**

4 **IT IS FURTHER ORDERED** that, for purposes of monitoring and  
5 investigating compliance with any provision of this Order:

6 A. Within ten (10) days of receipt of written notice from a representative  
7 of the Commission, Defendant shall submit additional written reports, sworn to  
8 under penalty of perjury; produce documents for inspection and copying; appear  
9 for deposition; and/or provide entry during normal business hours to any business  
10 location in Defendant's possession or direct or indirect control to inspect the  
11 business operations;

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

- 14 1. Obtaining discovery from any person, without further leave of  
15 the Court, using the procedures prescribed by Fed. R. Civ. P.  
16 30, 31, 33, 34, 36, and 45;
- 17 2. Posing as customers and clients to Defendant, employees of  
18 Defendant, or any other entity managed or controlled in whole  
19 or in part by Defendant, without the necessity of identification  
20 or prior notice; and

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

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

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1 affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

2 **COMPLIANCE REPORTING BY DEFENDANT**

3 **XI.**

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 this Order,

7 1. Defendant Ammann shall notify the Commission of the  
8 following:

9 a. Any changes in his residence(s), mailing address(es), and  
10 telephone number(s) within ten (10) days of the date of  
11 such change;

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

21 c. Any changes in the Defendant's name or use of any  
22 aliases or fictitious names; and

23 2. Defendant shall notify the Commission of any proposed change  
24 in corporate structure of Defendant 7DMI or any business entity  
25 that Defendant directly or indirectly controls; or has an  
26 ownership interest in, that may affect compliance obligations  
27 arising under this Order, including but not limited to a  
28 dissolution, assignment, sale, merger, or other action that would

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1 result in the emergence of a successor entity; the creation or  
2 dissolution of a subsidiary, parent, or affiliate that engages in  
3 any acts or practices subject to this Order; the filing of a  
4 bankruptcy petition; or a change in the corporate name or  
5 address, at least thirty (30) days prior to such change, *provided*  
6 *that*, with respect to any proposed change in the corporation  
7 about which Defendant learns less than thirty (30) days prior to  
8 the date such action is to take place, the Defendant shall notify  
9 the Commission as soon as is practicable after obtaining such  
10 knowledge:

11 B. Sixty (60) days after the date of entry of this Order, Defendant shall  
12 provide a written report to the Commission, sworn to under penalty of perjury,  
13 setting forth in detail the manner and form in which he has complied and is  
14 complying with this Order. This report shall include, but not be limited to:

- 15 1. The then-current residence addresses, mailing addresses, and  
16 telephone numbers of the Defendant;
- 17 2. The then-current employment and business addresses and  
18 telephone numbers of the Defendant, a description of the  
19 business activities of each such employer or business, and the  
20 title and responsibilities of the Defendant, for each such  
21 employer or business. For purposes of this Paragraph,  
22 "employment" includes the performance of services as an  
23 employee, consultant, or independent contractor; and  
24 "employers" include any individual or entity for whom the  
25 Defendant performs services as an employee, consultant, or  
26 independent contractor;
- 27 3. A copy of each acknowledgment of receipt of this Order  
28 obtained by the Defendant pursuant to Paragraph IX; and



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1 4. Any other change required to be reported under Subparagraph  
2 A of this Paragraph.

3 C. For purposes of this Order, Defendant shall, unless otherwise directed  
4 by the Commission's authorized representatives, mail all written notifications to  
5 the Commission to:

6 Associate Director for Enforcement  
7 Federal Trade Commission  
8 600 Pennsylvania Avenue, N.W.,  
9 Washington, D.C. 20580  
10 Re: FTC v. 7 Day Marketing, Inc., et al., Civil Action \_\_\_\_\_

11 D. For purposes of the compliance reporting required by this Paragraph,  
12 the Commission is authorized to communicate directly with Defendant.

13 **RECORD KEEPING PROVISIONS**

14 **XII.**

15 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the  
16 date of entry of this Order, for any business in which Defendant Ammann is a  
17 majority owner or otherwise directly or indirectly controls the business, and his  
18 agents, employees, officers, corporations, successors, and assigns, and those  
19 persons in active concert or participation with them who receive actual notice of  
20 this Order by personal service or otherwise, are hereby restrained and enjoined  
21 from failing to create and retain the following records:

22 A. Accounting records that reflect the cost of any goods or services sold,  
23 revenues generated, and disbursement of such revenues;

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

1 C. Except as provided in Paragraph VI, customer files containing the  
2 names, addresses, telephone numbers, dollar amounts paid, quantity of items or  
3 services purchased, and description of items or services purchased, to the extent  
4 such information is obtained in the ordinary course of business;

5 D. Complaints and refund requests (whether received directly, indirectly,  
6 or through any third party) and all records showing any responses to those  
7 complaints or requests;

8 E. Copies of all advertisements, promotional materials, sales scripts,  
9 training materials, or other marketing materials utilized in the advertising,  
10 marketing, promotion, offering for sale, distribution, or sale of any product,  
11 program, or service covered by this Order;

12 F. All materials that were relied upon in making any representations  
13 contained in the materials identified in Subparagraph E above, including all  
14 documents evidencing or referring to the accuracy of any claim therein or to the  
15 benefits, performance, or efficacy of any product, program, or service, including  
16 but not limited to all tests, reports, studies, demonstrations, as well as evidence that  
17 confirms, contradicts, qualifies, or calls into question the accuracy of such claims  
18 regarding the benefits, performance, or efficacy of such product, program, or  
19 service; and

20 G. All records and documents necessary to demonstrate full compliance  
21 with each provision of this Order, including but not limited to, copies of  
22 acknowledgments of receipt of this Order and all reports submitted to the FTC  
23 pursuant to this Order.

24 **ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANT**

25 **XIII.**

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

RETENTION OF JURISDICTION

XIV.

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

SO STIPULATED:

*Rosemary Rosso*  
ROSEMARY ROSSO  
Federal Trade Commission  
600 Pennsylvania Avenue N.W.,  
Room NJ-3212  
Washington, D.C. 20580  
202-326-2174 (Tel.)  
202-326-3259 (Fax)

Attorney for Plaintiff  
FEDERAL TRADE COMMISSION

*Dieter Ammann*  
DIETER AMMANN, individually.

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Washington, DC 20004  
202-344-4000 (Tel.)  
202-344-8300 (Fax)

ATTORNEYS FOR DEFENDANT

SO ORDERED:

*Edward Rye*  
UNITED STATES DISTRICT JUDGE

DATED: FEB 25 2008

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