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Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its
Complaint in this matter, pursuant to Section 13(b) of the Federal Trade
Commission Act (“FTC Act”), 15 U.S.C. § 15.382 O. (.)Thv3t,and

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I.

PROHIBITED REPRESENTATION S: MEMORY AND COGNITIVE FUNCTION CLAIMS

IT IS ORDERED that BRL Defendants, their officers, agents, and employees, and all other persons in active or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of a Covered Product are hereby permanently restrained and enjoined from making, or assisting others in making, expressly or by implication, including through the use of product or program name, endorsement, depiction, or illustration, any presentation that such product:

A. Improves or restores memory, mental clarity, focus, concentration, mood, or other cognitive or mental function; or

B. Stops or reverses memory loss, cognitive or mental decline; unless the representation is non-misleading and, at the time of making such representation, BRL Defendants possessed only upon competent and reliable scientific evidence to substantiate that the representation is true. For purposes of this Section, competent and reliable scientific evidence shall consist of human clinical testing of the Covered Product or an Essentially Equivalent Product that is sufficient in quality and quantity, based on standards generally accepted by experts in memory or cognitive function, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true. Such tests shall be randomized, double-blind, and placebo-controlled, and be conducted by researchers qualified by training and experience to conduct such testing. In addition, all underlying or supporting data and documents generally accepted by experts in memory or cognitive function as relevant to an assessment of such tests as described in the Section entitled Preservation of Records Relating to Competent and Reliable Human Clinical Tests

1 or Studies must be available for inspection and production to the Commission.
2 BRL Defendants shall have the burden of proving that a product satisfies the
3 definition of an Essentially Equivalent Product.

4 II.

5 PROHIBITED REPRESENTATIONS: OTHER HEALTH-RELATED
6 CLAIMS

7 IT IS FURTHER ORDERED that BRL Defendants, their officers, agents,
8 and employees, and all other persons in concert or participation with any of
9 them, who receive actual notice of this Order, whether acting directly or indirectly,
10 in connection with the manufacturing, labeling, advertising, promotion, offering
11 for sale, sale, or distribution of any Covered Product, are permanently restrained
12 and enjoined from making, or assisting others in making, directly or by
13 implication, including through the use of product or program name, endorsement,
14 depiction, or illustration, any representation, other than representations covered
15 under Section I of this Order, about the health benefits, performance, or efficacy of
16 any Covered Product, including, but not limited to, any representation that any
17 Covered Product prevents memory decline or other cognitive or mental decline,
18 unless the representation is non-misleading and, at the time of making such
19 representation, BRL Defendants possess only upon competent and reliable
20 scientific evidence that is sufficient in quality and quantity based on standards
21 generally accepted in the relevant scientific fields, when considered in light of the
22 health benefits, pnb1dromot2,C

1 data and documents generally accepted by experts in the field as relevant to an
2 assessment of such testing as set forth in Section III of this Order are available for
3 inspection and production to the Commission.

4 III.

5 PRESERVATION OF RECORDS RELATING TO COMPETENT AND
6 RELIABLE HUMAN CLINICAL TESTS OR STUDIES

7 IT IS FURTHER ORDERED that, with regard to any human clinical test
8 or study ("test") upon which BRL Defendants rely to substantiate any claim
9 covered by this Order, BRL Defendants shall secure and preserve all underlying or
10 supporting data and documents generally accepted by experts in the field as
11 relevant to an assessment of the test, including, but not necessarily limited to:

12 A. All protocols and protocol amendments, reports, articles, write-ups, or
13 other accounts of the results of the test, and drafts of such documents reviewed by
14 the test sponsor or any other person not employed by the research entity;

15 B. All documents referring or relating to recruitment; randomization;
16 instructions, including oral instructions, to participants; and participant
17 compliance;

18 C. Documents sufficient to identify test participants, including any
19 participants who did not complete the test, and all communications with any
20 participants relating to the test; all raw data collected from participants enrolled in
21 the test, including any participants who did not complete the test; source
22 documents for such data; any data dictionaries; and any case report forms;

23 D. All documents referring or relating to any statistical analysis of any
24 test data, including, but not limited to, any test analysis, intent-to-treat analysis,
25 or between-group analysis performed on any test data; and

26 E. All documents referring or relating to the sponsorship of the test,
27 including all communications and contracts between any sponsor and the test's
28 researchers.

1 Provided, however, the preceding preservation requirement shall not apply
2 to a Reliably Reported test, unless the test was conducted, controlled, or sponsored,
3 in whole or in part (1) by any Defendant; (2) any Defendant's officers, agents,
4 representatives, or employees; (3) any other person or entity in active concert or
5 participation with any Defendant; (4) any other person or entity affiliated with or
6 acting on behalf of any Defendant; (5) a supplier of any ingredient contained in
7 the product at issue to the foregoing or to the product's manufacturer; or (6) the
8 supplier or manufacturer of such product.

9 For any test conducted, controlled, or sponsored, in whole or in part, by
10 BRL Defendants, BRL Defendants must establish and maintain reasonable
11 procedures to protect the confidentiality, security, and integrity of any personal
12 information collected from or about participants. These procedures shall be
13 documented in writing and shall contain administrative, technical, and physical
14 safeguards appropriate to BRL Defendants' size and complexity, the nature and
15 scope of BRL Defendants' activities, and the sensitivity of the personal
16 information collected from or about the participants.

17 IV.

18 PROHIBITED REPRESENTATIONS REGARDING TESTS OR STUDIES

19 IT IS FURTHER ORDERED that BRL Defendants, their officers, agents,
20 and employees, and all other persons in active concert or participation with any of
21 them, who receive actual notice of this Order, whether acting directly or indirectly,
22 in connection with the manufacturing, labeling, advertising, promotion, offering
23 for sale, sale, or distribution of any Covered Product are permanently restrained
24 and enjoined from misrepresenting, or assisting others in misrepresenting, in any
25 manner, expressly or by implication, including through the use of any product or
26 program name, endorsement, position, or illustration:

27 A. The existence, contents, validity, results, conclusions, or
28 interpretations of any test, study, or research; or

1 B. That the benefits of such product are scientifically proven.

2 V.

3 FDA APPROVED CLAIMS

4 IT IS FURTHER ORDERED that nothing in this Order shall prohibit BRL
5 Defendants from:

6 A. Making any representation for any drug that is permitted in labeling
7 for such drug under any tentative or final monograph promulgated by the Food and
8 Drug Administration, or under any new drug application approved by the Food and
9 Drug Administration; and

10 B. Making any representation for any product that is specifically
11 permitted in labeling for such product by regulations promulgated by the Food and
12 Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990
13 or permitted under Sections 303-304 of the Food and Drug Administration
14 Modernization Act of 1997.

15 VI.

16 PROHIBITED REPRESENTATIONS ABOUT THE EXPERTISE OF
17 ENDORSERS

18 IT IS FURTHER ORDERED that BRL Defendants, their officers, agents,
19 and employees, and all other persons in concert or participation with any of
20 them, who receive actual notice of this Order, whether acting directly or indirectly,
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1 Agreement dated April 14, 2014 between KeyView Labs, Inc. and Brain Research
2 Labs, LLC, and Escrow Agent Blalock Walters P.A. ("Blalock Escrow
3 Agreement") and under the Escrow Agreement dated December 28, 2012 between
4 KeyView Labs, Inc., Brain Research Labs, LLC, and Escrow Agent Trenam,
5 Kemker, Scharf, Barkin, Frye, O'Neil, and Mullis ("TK Escrow Agreement")
6 shall be used as follows:

7 1. Within seven days of entry of this Order, BRL Defendants shall
8 pay to the Commission One Million Dollars (\$1,000,000) or provide written notice
9 to Escrow Agent Blalock Walters P.A. directing that all Escrow Funds in the
10 Blalock Escrow Agreement shall be immediately paid to the Commission, as
11 provided for in Article 1 of the Blalock Escrow Agreement. Such payment shall be
12 made by electronic fund transfer in accordance with instructions previously
13 provided by a representative of the Commission.

14 2. Subject to Subparagraph VIII.

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1 payment shall be made by electronic funds transfer in accordance with instructions
2 previously provided by a representative of the Commission.

3 C. Upon completion of Section VIII. B, the remainder of the monetary
4 judgment is suspended, subject to Section VIII. D, below.

5 D. The Commission's agreement to
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1 Research Labs, LLC produced

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1 any other material misstatement or omission in the financial attestations identified
2 above.

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1 impracticable or money remains after process is completed, the Commission may
2 apply any remaining money for such other equitable relief (including consumer
3 information remedies) as it determines to be reasonably related to BRL
4 Defendants' practices alleged in the Complaint. Any money not used for such
5 equitable relief is to be deposited to the U.S. Treasury as disgorgement. BRL
6 Defendants have no right to challenge any actions the Commission or its
7 representatives may take pursuant to this Subsection.

8 IX.

9 COOPERATION WITH PLAINTIFF

10 IT IS FURTHER ORDERED that BRL Defendants must fully cooperate
11 with the Commission in this case and in any investigation related to or associated
12 with the transactions or occurrences that are the subject of the Commission's
13 Complaint. BRL Defendants must provide truthful and complete information,
14 evidence, and testimony. BRL Defendants acknowledge, understand, and agree
15 that such cooperation shall include, but not be limited to, the following:

16 A. Causing its officers, employees, representatives, or agents to appear
17 for interviews as may reasonably be requested by a Commission representative;

18 B. Responding to all reasonable inquiries by a Commission
19 representative;

20 C. Providing all documents, records, or other tangible evidence
21 reasonably requested by a Commission representative;

22 D. Providing truthful declarations, affidavits, certifications, and written
23 testimony that may be reasonably requested by the Commission;

24 E. Causing its officers, employees, representatives, or agents to appear
25 and provide truthful testimony at any trial deposition, or other proceeding without
26 the service of a subpoena; and

27 F. Releasing any current or former employees, representatives, or agents
28 from any confidentiality or other agreements that might limit their ability to appear

1 for interviews, provide truthful declarations, affidavits, certifications, and written
2 testimony, or appear and provide truthful testimony at any trial, deposition, or
3 other proceeding.

4 X.

5 CUSTOMER INFORMATION

6 IT IS FURTHER ORDERED that BRL Defendants, their officers, agents,
7 employees, and all other persons in active or participation with any of
8 them, who receive actual notice of this Order, are permanently restrained and
9 enjoined from directly or indirectly:

10 A. Failing to provide sufficient customer information to enable the
11 Commission to efficiently administer consumer redress. If a representative of the
12 Commission requests in writing any information related to redress, BRL
13 Defendants must provide it, in the form prescribed by the Commission, within 14
14 days.

15 B. Disclosing, using, or benefiting from customer information, including
16 the name, address, telephone number, email address, social security number, other
17 identifying information, or any data that enables access to a customer's account
18 (including a credit card, bank account, direct financial account), that any BRL
19 Defendant obtained prior to entry of this Order in connection with the sale of
20 Procera AVH; and

21 C. Failing to destroy such customer information in all forms in their
22 possession, custody, or control within 30 days after receipt of written direction to
23 do so from a representative of the Commission.

24 Provided however that customer information need not be disposed of, and
25 may be disclosed, to the extent required by a government agency or required by
26 law, regulation, or court order.

1 which representatives of the Commission may use to communicate with such
2 Defendant; (b) identify all of that Defendant's businesses by all of their names,
3 telephone numbers, and physical, postal, email, and Internet addresses; (c) describe
4 the activities of each business, including the products and services offered, the
5 means of advertising, marketing, and sales, and the involvement of any other
6 Defendant (which Individual Defendants must describe if they know or should
7 know due to their own involvement); (d) describe in detail whether and how that
8 Defendant is in compliance with each Section of this Order; and (e) provide a copy
9 of each Order Acknowledgment obtained pursuant to this Order, unless previously
10 submitted to the Commission.

11 2. Additionally, each Individual Defendant must: (a) identify all
12 telephone numbers and all physical, postal, email and Internet addresses, including
13 all residences; (b) identify all business activities, including any business for which
14 such Defendant performs services whether as an employee or otherwise and any
15 entity in which such Defendant has any ownership interest; and (c) describe in
16 detail such Defendant's involvement in each such business, including title, role,
17 responsibilities, participation, authority, control, and any ownership.

18 B. For ten (10) years after entry into this Order, each BRL Defendant must
19 submit a compliance notice, sworn under penalty of perjury within 14 days of any
20 change in the following:

21 1. Each BRL Defendant must report any change in: (a) any
22 designated point of contact; or (b) the structure of any Corporate Defendant or any
23 entity that such BRL Defendant has any ownership interest in or controls directly
24 or indirectly that may affect compliance obligations arising under this Order,
25 including: the creation, merger, sale, or dissolution of the entity or any subsidiary,
26 parent, or affiliate that engages in any acts or practices subject to this Order.

27 2. Additionally, each Individual Defendant must report any
28 change in: (a) name, including aliases, fictitious name, or residence address; or

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A redacted signature block consisting of a grey rectangular area above a white rectangular area. The signature is written in black ink across the white area, with some parts overlapping the grey area.