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12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 FEDERAL TRADE COMMISSION,

16 Plaintiff,

17 v.

18 CENTRO NATURAL SERVICES, INC.,
a corporation,

19 XAVIER RODRIGUEZ,
20 individually and as an officer
of Centro Natural Services,
21 Inc., and

22 ROCIO DIAZ,
23 individually and as an officer
of Centro Natural Services,
24 Inc.,

25 Defendants.

Case No.

**COMPLAINT FOR INJUNCTIVE
AND OTHER EQUITABLE
RELIEF**

26
27 **Complaint**

1 Plaintiff, the Federal Trade Commission ("FTC"), through
2 its undersigned attorneys, alleges as follows:

3 1. Plaintiff FTC brings this action under Section 13(b)
4 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C.
5 § 53(b), to secure a permanent injunction, rescission or
6 reformation of contracts, restitution, disgorgement of ill-
7 gotten gains, and other equitable relief against the Defendants
8 for engaging in deceptive acts or practices in connection with
9 the advertising, marketing, and sale of a dietary supplement
10 product called "Centro Natural de Salud Obesity Treatment" ("CNS
11 Obesity Treatment"), which purports to cause rapid, substantial,
12 and permanent weight loss, in violation of Sections 5(a) and 12
13 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

14 **JURISDICTION AND VENUE**

15 2. This Court has subject matter jurisdiction over this
16 matter pursuant to 15 U.S.C. §§ 45(a), 52, and 53(b), and 28
17 U.S.C. §§ 1331, 1337(a), and 1345.

18 3. Venue in the Central District of California is proper
19 under 15 U.S.C. § 53(b) and 28 U.S.C. §§ 1391(b) and (c).

20 **THE PARTIES**

21 4. Plaintiff, the Federal Trade Commission, is an
22 independent agency of the United States Government created by
23 statute. See 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a)
24 of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or
25 deceptive acts or practices in or affecting commerce. The FTC
26

1 also enforces Section 12 of the FTC Act, 15 U.S.C. § 52, which
2 prohibits false advertisements for food, drugs, devices,
3 services, or cosmetics in or affecting commerce. The FTC may
4 initiate federal district court proceedings, through its
5 attorneys, to enjoin violations of the FTC Act and to secure
6 such equitable relief, including rescission of contracts,
7 restitution, and disgorgement of ill-gotten gains, as may be
8 appropriate in each case. 15 U.S.C. § 53(b).

9 5. Defendant Centro Natural Services, Inc. ("Centro
10 Natural") is a California corporation located at 828 North
11 Bristol Street, Suite 101, Santa Ana, California 92703. At all
12 times relevant to this complaint, acting alone or in concert
13 with others, Centro Natural has marketed, distributed, and sold
14 the CNS Obesity Treatment to consumers throughout the United
15 States. Centro Natural transacts or has transacted business in
16 the Central District of California.

17 6. Defendant Xavier Rodriguez ("Rodriguez") claims to be
18 the sole shareholder of Centro Natural. At all times relevant
19 to this complaint, acting alone or in concert with others,
20 Rodriguez has formulated, directed, controlled, or participated
21 in the acts and practices of Centro Natural, including the acts
22 and practices set forth in this complaint. Rodriguez transacts
23 or has transacted business in the Central District of
24 California.

25 7. Defendant Rocio Diaz ("Diaz") is an officer of Centro
26

1 Natural and appears in television commercials for Centro
2 Natural. She is married to Defendant Xavier Rodriguez. At all
3 times relevant to this complaint, acting alone or in concert
4 with others, Diaz has formulated, directed, controlled or
5 participated in the acts and practices of Centro Natural,
6 including the acts and practices set forth in this complaint.
7 Diaz transacts or has transacted business in the Central
8 District of California.

9 COMMERCE

10 8. The acts and practices of the Defendants, as alleged
11 in this complaint, are in or affecting commerce, as "commerce"
12 is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

13 DEFENDANTS' COURSE OF CONDUCT

14 9. Since at least 2005, Defendants have advertised,
15 distributed, and sold a purported weight loss product called the
16 CNS Obesity Treatment to consumers throughout the United States.
17 Defendants have marketed their product primarily to Spanish-
18 speaking consumers. According to Defendants, the CNS Obesity
19 Treatment is a weight loss program that consists of three
20 different oral tablets and a "reducing soap." The first oral
21 tablet, which consumers are instructed to take at breakfast,
22 contains over 20 ingredients, including a variety of vitamins,
23 folic acid, calcium, iron, and zinc. The second oral tablet,
24 which consumers are instructed to take at lunch, contains white
25 kidney bean extract, fenugreek, gymnema sylvestre, turmeric, and

1 green tea extract. The third oral tablet, which consumers are
2 instructed to take at dinner, contains senna leaf powder,
3 cascara sagrada bark powder, rhubarb root powder, asparagus root
4 powder, celery leaf, cranberries, Irish moss, parsley leaf, and
5 spinach. The soap is a bar that consumers are instructed to rub
6 onto their skin once a day. The soap contains dried soap bar,
7 seaweed powder, fragrance, aloe gel, and water. Defendants have
8 sold the CNS Obesity Treatment for \$79 for a 60 day supply.

9 10. Defendants have disseminated or caused to be
10 disseminated advertisements for the CNS Obesity Treatment
11 through several methods, including 30-minute television
12 commercials, radio commercials, and an Internet website at
13 www.centronaturaldesalud.com. Consumers purchase the product
14 directly from Centro Natural by calling a toll free number
15 listed in the commercials or on the website. Centro Natural's
16 advertisements, including but not necessarily limited to the
17 attached Exhibits A through C, contain the following statements
18 and depictions, among others:

19 **a. Excerpt from Website www.centronaturaldesalud.com**

20 "You can lose between 20 and 30 pounds in just two months."

21 - Exhibit A, pg. 2, portion of Internet website
22 www.centronaturaldesalud.com (original in
23 Spanish)
24
25
26

1 Collage of images and text: "Designed by specialists, Lose
2 35 pounds in two months." "The Natural Health Center
3 offers you the opportunity to lose half a pound every day
4 thanks to its treatment against obesity. It has been
5 designed by specialists to lose up to 35 pounds in just two
6 months, an average of half a pound a day . . . the most
7 incredible thing is that you do not regain it."

8 ***

9 "Besides the three formulas you receive an advice manual
10 and a reducing soap . . . Don't forget, for one time only,
11 we are including a reducing soap to avoid flab in the
12 stomach, under the chin, in the forearms . . . Apply the
13 soap in a circular motion for about three minutes, very
14 important."

15 ***

16 *Image: Woman washing stomach, followed by image of soap*
17 *with accompanying text:* "Soap to prevent stretch marks and
18 flab."

19 ***

20 "We will also send you a reducing soap to avoid flab and
21 stretch marks . . . As you lose weight the skin loosens.
22 This special soap compresses body tissue also helping you
23 lose dress sizes."

24 ***

25 "100% Natural"

26 ***

27 "Three formulas that make you lose weight every day without
side effects, an advice manual, and a reducing soap that
also helps you reduce dress sizes."

1 "Lose up to 35 pounds in two months. Half a pound every
2 day."

3 -Exhibit B, portions of TV infomercial (Original
4 in Spanish; attached in storyboard and video
5 format)

6 **c. Excerpts from Second Television Commercial**

7
8 "Lose up to 35 pounds in 2 months."

9 ***

10
11 "The Natural Health Center is proud to offer you the only
12 treatment that can make you lose half a pound everyday.
13 It's a treatment that's 100% natural, without side effects.
14 Look: our treatment has been supported for twelve years.
15 It's for two months and you will lose up to 35 pounds. But
16 the best thing is, you won't gain it back."

17 ***

18 "Listen, each day you will lose half a pound. Every day,
19 but remember: you won't recover the pounds lost."

20 ***

21 "No diets. You don't have to skip dinner, not even count
22 calories."

23 ***

24 "Lose half a pound a day without regaining it. A total of
25 35 pounds eliminated in two months. Are you taking

1 medication? No problem. It's one hundred percent natural.
2 No side effects."

3 ***

4
5 "As if that weren't enough, with your order you will
6 receive for free a reducing soap to avoid flaccidity and
7 lose sizes."

8 ***

9 "Our guarantee is based on the results of our own clients
10 for 12 years . . . You can lose up to 35 pounds, it doesn't
11 require strict diets or counting."

12 ***

13 "Guaranteed. Each day you take the three capsules you are
14 going to lose half a pound and you won't regain it. A
15 total of 35 pounds in two months."

16 -Exhibit C, portions of TV infomercial (Original
17 in Spanish; attached in scoreboard format)

18 **DEFENDANTS' VIOLATIONS OF THE FTC ACT**

19 11. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
20 prohibits "unfair or deceptive acts or practices in or affecting
21 commerce." Section 12(a) of the FTC Act, 15 U.S.C. § 52(a),
22 prohibits the dissemination of any false advertisement in or
23 affecting commerce for the purpose of inducing, or which is
24 likely to induce, the purchase of food, drugs, devices,
25
26

1 services, or cosmetics. For the purpose of Section 12 of the
2 FTC Act, 15 U.S.C. § 52, the CNS Obesity Treatment is a "food"
3 or "drug" pursuant to Sections 15(b) and (c) of the FTC Act, 15
4 U.S.C. §§ 55(b) and (c). As set forth below, Defendants have
5 engaged and are continuing to engage in violations of Sections
6 5(a) and 12 of the FTC Act in connection with the advertising,
7 marketing and sale of the CNS Obesity Treatment.
8

9 **COUNT I**

10 **False Weight Loss Claims**

11 12. Through the means described in Paragraph 10, including
12 through the statements and depictions contained in the
13 advertisements attached as Exhibits A through C, Defendants have
14 represented, expressly or by implication, that the CNS Obesity
15 Treatment:
16

- 17 a. Causes users to lose substantial amounts of
18 weight rapidly, including as much as 35 pounds in
19 two months, without reducing caloric intake;
20 b. Causes users safely to lose as much as a half
21 pound per day for multiple weeks and months;
22 and/or
23 c. Causes users to lose weight permanently.
24
25
26
27

- 1 a. Causes users to lose substantial amounts of
2 weight rapidly, including as much as 35 pounds in
3 two months, without reducing caloric intake;
4 b. Causes users safely to lose as much as a half
5 pound per day for multiple weeks and months;
6 and/or
7 c. Causes users to lose weight permanently.

8
9 16. In truth and in fact, Defendants did not possess and
10 rely upon a reasonable basis that substantiated the
11 representations set forth in Paragraph 15 above at the time the
12 representations were made.

13 17. Therefore, the making of the representations as set
14 forth in Paragraph 15 above constitutes a deceptive practice,
15 and the disseminating of false advertisements, in or affecting
16 commerce, in violation of Sections 5(a) and 12 of the FTC Act,
17 15 U.S.C. §§ 45(a) and 52.

18
19 **CONSUMER INJURY**

20 18. Consumers in the United States have suffered and
21 continue to suffer monetary loss and injury as a result of
22 Defendants' unlawful acts and practices. In addition,
23 Defendants have been unjustly enriched as a result of their
24 unlawful practices. Absent injunctive relief by this Court,
25
26

1 Defendants are likely to continue to injure consumers, reap
2 unjust enrichment, and harm the public interest.

3 **THIS COURT'S POWER TO GRANT RELIEF**

4 19. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b),
5 empowers this Court to grant injunctive and such other relief as
6 the Court may deem appropriate to halt and redress violations of
7 the FTC Act. The Court, in the exercise of its equitable
8 jurisdiction, may award other ancillary relief, including, but
9 not limited to, rescission of contracts, restitution, and the
10 disgorgement of ill-gotten gains, to prevent and remedy injury
11 caused by Defendants' law violations.
12

13 **PRAYER FOR RELIEF**

14
15 WHEREFORE, Plaintiff FTC, pursuant to Section 13(b) of the
16 FTC Act, 15 U.S.C. § 53(b), and the Court's own equitable
17 powers, requests that this Court:

18 1. Permanently enjoin and restrain Defendants from
19 violating Sections 5(a) and 12 of the FTC Act in connection with
20 the advertising, distribution, or sale of food, drugs, dietary
21 supplements, devices, cosmetics, or other health-related
22 products, services, or programs.

23
24 2. Award such equitable relief as the Court finds
25 necessary to redress injury to consumers resulting from
26

