

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

TACHHT, INC., a Florida corporation,

TEQQI LLC, a Florida limited liability
company,

COLBY FOX, individually and as owner and
officer of TACHHT INC. and TEQQI LLC,
and

CHRISTOPHER REINHOLD, individually,

Defendants.

Case No. 8:16-cv-1397-JDW-AEP

Hon. Judge James D. Whittemore

**STIPULATED ORDER FOR
PERMANENT INJUNCTION AND MONETARY JUDGMENT
AS TO DEFENDANT CHRISTOPHER REINHOLD**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint For Permanent Injunction and Other Equitable Relief (“Complaint”), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57(b), and Section 7(a) of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the “CAN-SPAM Act”), 15 U.S.C. § 7706(a). Defendant has filed a petition for relief under Chapter 7 under the Bankruptcy Code in which the FTC is a creditor. In re Christopher Steven Reinhold, Case No. Case No. 8:17-bk-01390-MGW (Bankr. M.D. Fla.) (“Bankruptcy Case”). The Commission and Defendant Christopher Reinhold (“Stipulating Defendant”) stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment

(“Order”) to resolve all matters in dispute in this action between them and the pending bankruptcy proceedings.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive and illegal acts or practices that violate Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52, and Section 5(a) of the CAN-SPAM Act, 15 U.S.C. § 7704(a), in the advertising, marketing, promoting, offering for sale, or selling of dietary supplements online, including through commercial electronic mail messages.
3. Stipulating Defendant neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Stipulating Defendant admits the facts necessary to establish jurisdiction.
4. Stipulating Defendant waives any claim that he may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agrees to bear his own costs and attorney fees.
5. Stipulating Defendant waives all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For the purposes of this Order, the following definitions apply:

1. “**Affiliate**” means any person, including third-party marketers, who participates in an affiliate program.

2. “**Affiliate Network**” means any person who provides another person with affiliates for an affiliate program or whom any person contracts with as an affiliate to promote any product, service, or program.

3. “**Affiliate Program(s)**” means (a) any arrangement under which any marketer or seller of a product, service, or program pays, offers to pay, or provides or offers to provide any form of consideration to Stipulating Defendant, either directly or through an affiliate network, to (i) provide the marketer or seller with, or refer to the marketer or seller, potential or actual customers; or (ii) otherwise market, advertise, or offer for sale the product or service on behalf of the marketer or seller; or (b) any arrangement under which Stipulating Defendant pays, offers to pay, or provides or offers to provide any form of consideration to any third party, either directly or through an affiliate network, to (i) provide Stipulating Defendant with, or refer to Stipulating Defendant, potential or actual customers; or (ii) otherwise market, advertise, or offer for sale any product, service, or program on behalf of Stipulating Defendant.

4. “**Clear(ly) and conspicuous(ly)**” means that a required disclosure is difficult to miss (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

a. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication, even if the representation requiring the disclosure is made in only one means.

b. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

c. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

d. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

e. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

f. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

g. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

h. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, "ordinary consumers" includes reasonable members of that group.

5. "**Commercial electronic mail message**" (or "**commercial email**") means any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (including the content on an Internet website operated for commercial purposes). 15 U.S.C. § 7702(2).

6. **“Corporate Defendants”** means Tachht Inc., a Florida corporation, and Teqqi LLC, a Florida limited liability company, and their successors and assigns.

7. **“Cosmetic”** means:

a. articles to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to the human body or any part thereof intended for cleansing, beautifying, promoting attractiveness, or altering the appearance; and

b. articles intended for use as a component of any such article; except that such term shall not include soap. 15 U.S.C. § 55(e).

8. **“Covered Product”** means any dietary supplement, food, drug, or cosmetic product.

9. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

10. **“Dietary supplement”** means:

a. any product labeled as a dietary supplement or otherwise represented as a dietary supplement; or

b. any pill, tablet, capsule, powder, softgel, gelcap, liquid, or other similar form containing one or more ingredients that is a vitamin, mineral, herb or other botanical, amino acid, probiotic, or other dietary substance to supplement the diet by increasing the total dietary intake, or a concentrate, metabolite, constituent, extract, or combination of any ingredient described above, that is intended to be ingested, and is not represented to be used as a conventional food or as a sole item of a meal or the diet.

11. **“Drug”** means:

a. articles recognized in the official United States Pharmacopoeia, official

Homoeopathic Pharmacopoeia of the United States, or official National Formulary, or any supplement to any of them;

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

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

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

15 U.S.C. § 55(c).

12. “**Electronic mail message**” (or “**email**”) means a message sent to a unique electronic mail address. 15 U.S.C. § 7702(6).

13. “**Electronic mail address**” means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the “local part”) and a reference to an Internet domain (commonly referred to as the “domain part”), whether or not displayed, to which an electronic mail message can be sent or delivered. 15 U.S.C. § 7702(5).

14. “**Essentially equivalent product**” means a product that contains the identical ingredients, except for inactive ingredients (*e.g.*, binders, colors, fillers, excipients), in the same form and dosage, and with the same route of administration (*e.g.*, orally, sublingually), as the Covered Product; *provided that* the Covered Product may contain additional ingredients if reliable scientific evidence generally accepted by experts in the relevant field indicates that the amount and combination of additional ingredients is unlikely to impede or inhibit the effectiveness of the ingredients in the Essentially Equivalent Product.

15. “**Food**” means:

- a. articles used for food or drink for man or other animals;
- b. chewing gum; and
- c. articles used for components of any such article. 15 U.S.C. § 55(b).

16. “**Header information**” means the source, destination, and routing information attached to an electronic mail message, including the originating domain name and originating electronic mail address, and any other information that appears in the line identifying, or purporting to identify, a person initiating the message. 15 U.S.C. § 7702(8).

17. “**Individual Defendants**” means Colby Fox and Christopher Reinhold, by whatever names they may be known.

18. “**Initiate**,” when used with respect to a commercial electronic mail message, means to originate or transmit such message or to procure the origination or transmission of such message. 15 U.S.C. § 7702(9).

19. “**Plaintiff**,” “**Commission**,” or “**FTC**” means the Federal Trade Commission.

20. “**Procure**,” when used with respect to the initiation of a commercial electronic mail message, means intentionally to pay or provide other consideration to, or induce, another person to initiate such a message on one’s behalf. 15 U.S.C. § 7702(12).

21. “**Reliably reported**,” for a human clinical test or study (“test”), means a report of the test has been published in a peer-reviewed journal, and such published report provides sufficient information about the test for experts in the relevant field to assess the reliability of the results.

22. “**Sender**” means a person who initiates a commercial electronic mail message and whose product, service, or Internet website is advertised or promoted by the message. 15 U.S.C. § 7702(16).

23. “**Stipulating Defendant**” means Christopher Reinhold, by whatever names he may be known.

I.

PROHIBITED WEIGHT-LOSS AND DISEASE TREATMENT CLAIMS

IT IS ORDERED that Stipulating Defendant, Stipulating Defendant’s officers, agents, employees, and attorneys, and all other persons in active concert 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 any Covered Product, are hereby permanently restrained and enjoined from making, or assisting others in making, expressly or by implication, including through the use of a product name, endorsement, depiction, or illustration, any representation that:

A. Such Covered Product causes or assists in causing, weight loss, or any specific amount of weight loss;

B. Such Covered Product causes, or assists in causing, rapid weight loss;

C. Consumers who use the Covered Product can generally expect to achieve the weight loss results represented by an endorser of such product; or

D. Such Covered Product cures, mitigates, or treats any disease;

unless the representation is non-misleading and, at the time of making such representation, Stipulating Defendant possesses and relies 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 of an Essentially Equivalent Product, that is sufficient in quality and quantity based on standards generally accepted by experts in the relevant disease, condition, or function to which the representation relates, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true. Such testing shall be:

(1) randomized, double-blind, and placebo-controlled; and (2) 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 the relevant field as relevant to an assessment of such testing as described in the Section entitled "Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies" must be available for inspection and production to Plaintiff. Stipulating Defendant shall have the burden of proving that a product satisfies the definition of Essentially Equivalent Product.

II.

PROHIBITED REPRESENTATIONS: OTHER HEALTH-RELATED CLAIMS

IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating Defendant's officers, agents, employees, and attorneys, and all other persons in active concert 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 any Covered Product, are permanently restrained and enjoined from making, or assisting others in making, directly or by implication, including through the use of a product name, endorsement, depiction, or illustration, any representation, other than representations covered under Section I of this Order, about the health benefits, safety, performance, or efficacy of any Covered Product, unless the representation is non-misleading, and, at the time of making

such representation, Stipulating Defendant possesses and relies upon competent and reliable scientific evidence that is sufficient in quality and quantity based on standards generally accepted by experts in the relevant disease, condition, or function to which the representation relates (“qualified experts”), when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true.

For purposes of this Section, competent and reliable scientific evidence means tests, analyses, research, or studies (1) that have been conducted and evaluated in an objective manner by qualified experts; (2) that are generally accepted by qualified experts to yield accurate and reliable results; and (3) that are randomized, double-blind, and placebo-controlled human clinical testing of the Covered Product or an Essentially Equivalent Product, when qualified experts would generally require such human clinical testing to substantiate that the representation is true. In addition, when such tests or studies are human clinical tests or studies, all underlying or supporting data and documents generally accepted by experts in the field as relevant to an assessment of such testing as set forth in the Section entitled Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies must be available for inspection and production to the Commission.

III.

PROHIBITED REPRESENTATIONS REGARDING TESTS, STUDIES, OR INGREDIENTS

IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating Defendant’s officers, agents, employees, and attorneys, and all other persons in active concert 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 any Covered Product are permanently restrained and enjoined from

misrepresenting, or assisting others in misrepresenting, expressly or by implication, including through the use of any product name, endorsement, depiction, or illustration:

- A. That any Covered Product is clinically proven to cause weight loss;
- B. That the performance or benefits of any Covered Product or service are scientifically or clinically proven; or
- C. The existence, contents, validity, results, conclusions, or interpretations of any test, study, or research.

IV.

FDA-APPROVED CLAIMS

IT IS FURTHER ORDERED that nothing in this Order shall prohibit Stipulating Defendant from:

- A. Making any representation for any drug that is permitted in labeling for such drug under any tentative or final monograph promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration; and
- B. Making any representation for any product that is specifically permitted in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990 or permitted under Sections 303-304 of the Food and Drug Administration Modernization Act of 1997.

V.

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

IT IS FURTHER ORDERED that, with regard to any human clinical test or study (“test”) upon which Stipulating Defendant relies to substantiate any claim covered by this Order, Stipulating Defendant shall secure and preserve all underlying or supporting data and documents

generally accepted by experts in the field as relevant to an assessment of the test, including, but not necessarily limited to:

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

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

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

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

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

Provided, however, the preceding preservation requirement shall not apply to a reliably reported test, unless the test was conducted, controlled, or sponsored, in whole or in part by:

(1) Stipulating Defendant; (2) Stipulating Defendant's officers, agents, representatives, or employees; (3) any other person or entity in active concert or participation with Stipulating Defendant; (4) any person or entity affiliated with or acting on behalf of Stipulating Defendant;

(5) any supplier of any ingredient contained in the product at issue to any of the foregoing or to the product's manufacturer; or (6) the supplier or manufacturer of such product.

For any test conducted, controlled, or sponsored, in whole or in part, by Stipulating Defendant, Stipulating Defendant must establish and maintain reasonable procedures to protect the confidentiality, security, and integrity of any personal information collected from or about participants. These procedures shall be documented in writing and shall contain administrative, technical, and physical safeguards appropriate to the size and complexity of Stipulating Defendant's activities, the nature and scope of Stipulating Defendant's activities, and the sensitivity of the personal information collected from or about the participants.

VI.

PROHIBITED BUSINESS ACTIVITIES

IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating Defendant's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, service, or program, are permanently restrained and enjoined from:

A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:

1. that any product, service, or program is or has been used, endorsed, or approved by specifically identified individuals, including celebrities such as Oprah Winfrey, Rachel Ray, and any doctor featured on The Doctors television show;

2. that any consumer testimonial reflects typical consumer experiences with a product, service, or program;

3. that any website or other publication is an objective news report;
4. that objective news reporters have performed independent tests of any product, service, or program, including, but not limited to, any Covered Product;
5. that independent tests demonstrate the effectiveness of any product, service, or program featured in any website or other publication, including, but not limited to, any Covered Product;
6. the total cost to purchase, receive, or use a product, service, or program;
7. any material restrictions, limitations, or conditions to purchase, receive, or use a product, service, or program;
8. any material aspect of the performance, efficacy, nature, or central characteristics of a product, service, or program; and
9. any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for a product, service, or program.

B. Failing to, in connection with the advertising, promotion, marketing, offering for sale, sale, or provision of any product, service, or program through an Affiliate Program:

1. Require each Affiliate and/or Affiliate Network to provide to Stipulating Defendant the following identifying information:

a. In the case of a natural person, the Affiliate's or Affiliate Network's first and last name, physical address, country, telephone number, email address, and complete bank account information as to where payments are to be made to that person;

b. In the case of a business entity, the Affiliate's or Affiliate Network's name and any and all names under which it does business, state of incorporation, registered agent, and the first and last name, physical address, country, telephone number, and

email address for at least one natural person who owns, manages, or controls the Affiliate or Affiliate Network, and the complete bank account information as to where payments are to be made to the Affiliate or Affiliate Network;

c. If Stipulating Defendant has access to certain Affiliates only through an Affiliate Network, then Stipulating Defendant shall contractually require each Affiliate Network to obtain and maintain from those Affiliates the identifying information set forth in Subsection B.1.a and B.1.b of this Section prior to the Affiliate's or Affiliate Network's participation in Stipulating Defendant's Affiliate Program.

2. As a condition of doing business with any Affiliate or Affiliate Network or such Affiliate or Affiliate Network's acceptance into Stipulating Defendant's Affiliate Program: (a) provide each such Affiliate or Affiliate Network a copy of this Order; (b) obtain from each such Affiliate or Affiliate Network a signed and dated statement acknowledging receipt of this Order and expressly agreeing to comply with those provisions of this Order; and (c) clearly and conspicuously disclose in writing that engaging in acts or practices prohibited by this Order will result in immediate termination of any Affiliate or Affiliate Network and forfeiture of all monies owed to such Affiliate or Affiliate Network; *provided, however*, that if Stipulating Defendant has access to certain Affiliates only through an Affiliate Network, then Stipulating Defendant shall contractually require that the Affiliate Network provide the information required by this Subsection to each of those Affiliates and retain proof of the same prior to any such Affiliate being used in Stipulating Defendant's Affiliate Program; and if Stipulating Defendant should acquire an entity that has an existing program of selling through Affiliates, the entity must complete all steps in this Subsection prior to Stipulating Defendant's acquisition of the entity.

3. Require that each Affiliate or Affiliate Network, prior to the public use or dissemination to consumers of any marketing materials, including, but not limited to, websites, emails, and pop-ups used by any Affiliate or Affiliate Network to advertise, promote, market, offer for sale, or sell any goods or services, provide Stipulating Defendant with the following information: (a) copies of all materially different marketing materials to be used by the Affiliate or Affiliate Network, including text, graphics, video, audio, and photographs; (b) each location the Affiliate or Affiliate Network maintains, or directly or indirectly controls, where the marketing materials will appear, including the URL of any website; and (c) for hyperlinks contained within the marketing materials, each location to which a consumer will be transferred by clicking on the hyperlink, including the URL of any website. Stipulating Defendant shall also require each Affiliate or Affiliate Network to maintain and provide to Stipulating Defendant upon request records of the dates when the marketing materials are publicly used or disseminated to consumers. *Provided, however,* that if Stipulating Defendant has access to certain Affiliates only through an Affiliate Network, then Stipulating Defendant shall contractually require that the Affiliate Network obtain and maintain the same information set forth above from each of those Affiliates who are part of Stipulating Defendant's Affiliate Program prior to the public use or dissemination to consumers of any such marketing materials, and provide proof to Stipulating Defendant of having obtained the same.

4. Promptly review the marketing materials specified in Section VI.B.3 above as necessary to ensure compliance with this Order. Stipulating Defendant shall also promptly take steps as necessary to ensure that the marketing materials provided to Stipulating Defendant under Section VI.B.3 above are the marketing materials publicly used or disseminated to consumers by the Affiliate or Affiliate Network. If Stipulating Defendant determines that use

of any marketing materials does not comply with this Order, Stipulating Defendant shall inform the Affiliate or Affiliate Network in writing that approval to use such marketing materials is denied and shall not pay any amounts to the Affiliate or Affiliate Network for such marketing, including any payments for leads, "click-throughs," or sales resulting therefrom. *Provided, however,* that if Stipulating Defendant has access to certain Affiliates only through an Affiliate Network, then Stipulating Defendant shall contractually require that the Affiliate Network comply with the procedures set forth in this Subsection as to those Affiliates.

5. Promptly investigate any complaints that Stipulating Defendant receives through any source to determine whether any Affiliate or Affiliate Network is engaging in acts or practices prohibited by this Order, either directly or through any Affiliate that is part of Stipulating Defendant's Affiliate Program.

6. Upon determining that any Affiliate or Affiliate Network has engaged in, or is engaging in, acts or practices prohibited by this Order, either directly or through any Affiliate that is part of Stipulating Defendant's Affiliate Program, immediately:

a. Disable any connection between Stipulating Defendant's Affiliate Program and the marketing materials used by the Affiliate or Affiliate Network to engage in such acts or practices prohibited by this Order;

b. Halt all payments to the Affiliate or Affiliate Network resulting from such acts or practices prohibited by this Order; and

c. Terminate the Affiliate or Affiliate Network; *provided, however,* Stipulating Defendant shall not be in violation of this subsection if he fails to terminate an Affiliate Network in a case where Stipulating Defendant's only access to an Affiliate who has engaged in acts or practices prohibited by this Order is through an Affiliate Network and

Stipulating Defendant receives notice that the Affiliate Network immediately terminated the Affiliate violating this Order from any Affiliate Program maintained by Stipulating Defendant.

VII.

**PROHIBITIONS AGAINST
COMMERCIAL EMAIL MISREPRESENTATIONS**

IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating Defendant's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, service, or program, are permanently restrained and enjoined from violating Sections 5 and 6 of the CAN-SPAM Act, 15 U.S.C. §§ 7704 and 7705, of which a copy of the CAN-SPAM Act, 15 U.S.C. §§ 7701-7713, is attached and herein incorporated, by, including but not limited to, initiating, procuring, or transmitting, or assisting others in initiating, procuring, or transmitting, a commercial electronic mail message that:

A. Contains, or is accompanied by, materially false or materially misleading header information, including but not limited to:

1. an originating electronic mail address, domain name, or Internet Protocol address when the access to such originating electronic email address, domain name or Internet Protocol address was obtained by means of false or fraudulent pretenses or representations;

2. a "from" line (the line identifying or purporting to identify the person initiating the message) that does not accurately identify any person who initiated the message; or

3. fails to identify accurately a protected computer used to initiate the message;

B. Contains a subject heading likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message;

C. Does not include a clear and conspicuous notice of the recipient's opportunity to decline to receive further commercial electronic mail messages from the sender at the recipient's electronic mail address and describes the means by which the recipient can decline to receive future commercial email messages from the sender;

D. Does not include a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that a recipient can use to submit a reply electronic mail message or other form of Internet-based communication requesting not to receive future commercial electronic mail messages from the sender at the electronic mail address where the message was received, and that remains capable of receiving such messages or communications for no less than 30 days after the transmission of the original message;

E. Does not include the sender's valid physical postal address; or

F. Is sent to a recipient's email address, more than 10 business days after the sender receives a request from that email recipient not to receive future commercial electronic mail messages from the sender at the recipient's electronic mail address.

VIII.

MONETARY JUDGMENT AND PARTIAL SUSPENSION

IT IS FURTHER ORDERED that:

A. Judgment in the amount of One Million, Three Hundred Three Thousand, Eight Hundred Twenty-Two Dollars and Ninety-Eight Cents (\$1,303,822.98) is entered in favor of the Commission against Stipulating Defendant as equitable monetary relief. The judgment is suspended subject to the Subsections below.

B. Defendant Reinhold agrees that the suspended monetary judgment ordered by Section VIII.A is not dischargeable in bankruptcy, and he agrees to the filing by the Commission in the Bankruptcy Case of:

1. The Complaint for Nondischargeability of Debt Owed to Federal Trade Commission, annexed hereto as Attachment A; and

2. The Stipulated Judgment for Nondischargeability of Debt Owed to Federal Trade Commission, annexed hereto as Attachment B, which Defendant Reinhold has executed concurrently with this Order, stipulating that the judgment is excepted from discharge pursuant to Sections 523(a)(2)(A) and 523(a)(6) of the Bankruptcy Code, 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6).

3. Defendant Reinhold will not object to the allowance of a general unsecured claim by the FTC in his Bankruptcy Case in the amount of One Million Three Hundred Three Thousand, Eight Hundred Twenty-Two Dollars and Ninety-Eight Cents (\$1,303,822.98).

C. The Commission's agreement to the suspension of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Stipulating Defendant's sworn financial statements and related documents (collectively, "financial representations") submitted to the Commission, namely:

1. the Financial Statement of Defendant Christopher Reinhold, signed on June 1, 2017, including the attachments;

2. the Financial Statement of Reicon LLC, signed by Christopher Reinhold, owner, on June 1, 2017, including the attachments; and

3. the Declaration of Christopher Reinhold, signed on June 29, 2017.

D. The suspension of the judgment will be lifted if, upon motion by the Commission, the Court finds that Stipulating Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

E. If the suspension of the judgment is lifted, the judgment becomes immediately due in the amount specified in Subsection A. above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made, plus interest computed from the date of entry of this Order.

F. Stipulating Defendant relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

G. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order.

H. Stipulating Defendant acknowledges that his Social Security Number, which he previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

J. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it

determines to be reasonably related to Stipulating Defendant's practices alleged in the Complaint or deposit funds not used for such equitable relief to the U.S. Treasury as disgorgement.

Stipulating Defendant has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

IX.

CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating Defendant's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. Stipulating Defendant represents that he has provided customer information in his possession, custody, or control to the Commission. If a representative of the Commission requests in writing any information related to redress, Stipulating Defendant must provide it, in the form prescribed by the Commission, within 14 days.

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with the sale or marketing of weight-loss products; and

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

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

X.

COOPERATION

IT IS FURTHER ORDERED that Stipulating Defendant must fully cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Stipulating Defendant must provide truthful and complete information, evidence, and testimony. Stipulating Defendant must appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena.

XI.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Stipulating Defendant obtain acknowledgments of receipt of this Order:

A. Stipulating Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 3 years after entry of this Order, Stipulating Defendant, for any business that he, individually or collectively with any other Defendant, is the majority owner or controls directly or indirectly, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which Stipulating Defendant delivered a copy of this Order, Stipulating Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

XII.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Stipulating Defendant make timely submissions to the Commission:

A. One year after entry of this Order, Stipulating Defendant must submit a compliance report, sworn under penalty of perjury:

1. Stipulating Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Stipulating Defendant; (b) identify all of Stipulating Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement

of any other Defendant (which Stipulating Defendant must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how Stipulating Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

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

B. For 10 years after entry of this Order, Stipulating Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

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

2. Additionally, Stipulating Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which Stipulating Defendant performs services whether as an

employee or otherwise and any entity in which Stipulating Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Stipulating Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Stipulating Defendant within 14 days of its filing.

D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____" and supplying the date, signatory's full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. Tachht, Inc.*, Matter No. X160040.

XIII.

RECORDKEEPING

IT IS FURTHER ORDERED that Stipulating Defendant must create certain records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, Stipulating Defendant for any business that he, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. records relating to Affiliates or Affiliate Networks, including all names, addresses, and telephone numbers; dollar amounts paid or received; and information used in calculating such payments;
- D. records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- E. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission;
- F. Copies of all marketing materials, documents, and information received pursuant to Subsection VI.B.3 of this Order; and all written approvals or denials of marketing materials made pursuant to Subsection VI.B.4 of this Order.
- G. a copy of each unique advertisement or other marketing material.

XIV.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Stipulating Defendant's compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within 14 days of receipt of a written request from a representative of the Commission, Stipulating Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions;

and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with Stipulating Defendant. Stipulating Defendant must permit representatives of the Commission to interview any employee or other person affiliated with Stipulating Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Stipulating Defendant or any individual or entity affiliated with Stipulating Defendant, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.


D. Upon written request from a representative of the Commission, any consumer reporting agency must furnish consumer reports concerning Stipulating Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

XV.

RETENTION OF JURISDICTION

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

IT IS SO ORDERED, this 31st day of August, 2017.



Hon. James D. Whittemore
United States District Judge

SO STIPULATED AND AGREED:

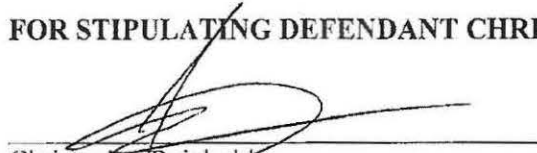
FOR PLAINTIFF:



Date: Aug. 28, 2017

Matthew H. Wernz
Federal Trade Commission, Midwest Region
230 South Dearborn Street, Suite 3030
Chicago, IL 60604
Tel.: (312) 960-5596
Fax: (312) 960-5600
mwernz@ftc.gov
slevine1@ftc.gov
Attorneys for Plaintiff Federal Trade Commission

FOR STIPULATING DEFENDANT CHRISTOPHER REINHOLD:



Christopher Reinhold

Date: 6/29/17

Attachment A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:)	
)	
CHRISTOPHER STEVEN REINHOLD,)	Case No. 8:17-bk-01390-MGW
Debtor.)	Chapter 7
)	
)	
)	
FEDERAL TRADE COMMISSION,)	
Plaintiff,)	Adv. Proc. No. _____
)	
CHRISTOPHER STEVEN REINHOLD,)	
Defendant.)	
)	

**COMPLAINT TO DETERMINE NONDISCHARGEABILITY OF DEBT OWED TO
FEDERAL TRADE COMMISSION**

The Federal Trade Commission (“FTC” or “Commission”) brings this adversary proceeding pursuant to 11 U.S.C. § 523(a)(2)(A), (a)(6), and (c), seeking an order determining that a judgment obtained by the Commission against Defendant Christopher Steven Reinhold is excepted from discharge.

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. § 523. This Adversary Proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I). Plaintiff consents to entry of final orders or judgment in this Adversary Proceeding by the Court.

2. Venue in the Middle District of Florida is proper under 28 U.S.C. § 1409(a).

3. This Adversary Proceeding relates to *In re Christopher Steven Reinhold*, Case No. 8:17-bk-01390-MGW, now pending in this Court (“Bankruptcy Case”). The FTC is a creditor of the Debtor pursuant to a Stipulated Final Order (“District Court Judgment”) entered by the District Court in *Federal Trade Commission v. Tachht, Inc., et. al.*, M.D. Fla., 8:16-cv-1397-JDW-AEP (“Enforcement Action”), a deceptive and unfair trade practices case related to the Debtor’s and his Enforcement Action co-defendants’ solicitation and marketing of various products to consumers throughout the United States, including weight-loss products, which include but are not limited to Original Pure Forskolin, Original White Kidney Bean, and Mango Boost Cleanse (collectively, the “Weight-Loss Products”).

THE PARTIES

4. Plaintiff FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41, *et seq.* The Commission is charged with enforcing Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The Commission is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such other equitable relief as may be appropriate in each case, including rescission of contracts and restitution and disgorgement of unlawfully obtained monies. 15 U.S.C. § 53(b).

5. Defendant is the Debtor in the Bankruptcy Case, now pending before this Court.

**COURSE OF PROCEEDINGS AND DEFENDANT'S CONDUCT
GIVING RISE TO THE NONDISCHARGEABLE DEBT**

6. The District Court Judgment includes equitable monetary relief in favor of the FTC and against the Debtor in the amount of \$1,303,822.98. The judgment conditionally suspends the monetary relief against Debtor. A copy of the District Court Judgment is attached as Exhibit 1.

7. In the District Court Judgment, Debtor further agreed to execute a stipulated judgment that the District Court Judgment is excepted from discharge pursuant to Sections 523(a)(2)(A) and 523(a)(6) of the Bankruptcy Code, 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6). The Debtor further stipulated that the facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC to enforce its rights to any payment or monetary judgment under the Order. A copy of the District Court complaint is attached as Exhibit 2.

8. Plaintiff incorporates paragraphs 20 - 49 of the District Court complaint by reference as paragraphs 8 through 37 of this Complaint.

COUNT I
(NONDISCHARGEABLE DEBT FOR MONEY OBTAINED BY
FALSE PRETENSES, FALSE REPRESENTATIONS OR ACTUAL FRAUD)
(Misrepresentations Concerning Defendants' Weight-Loss Products)

38. Through the means described in paragraphs 20 through 49 in the District Court complaint and as incorporated herein by paragraphs 8 through 37, Defendant Reinhold and his Enforcement Action co-defendants represented, directly or indirectly, expressly or by implication, that use of their Weight-Loss Products would result in rapid and substantial weight loss without diet or exercise, including losing as much as 36 pounds in 9 weeks.

39. The representations set forth in paragraph 38 were false, misleading, or were not substantiated at the time the representations were made.

40. Therefore, the making of the representations set forth in paragraph 38 of this Complaint constituted a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52.

41. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 38 of this Complaint were conducted with intent to defraud consumers.

42. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 38 of this Complaint were conducted with the knowledge that he was engaged in a fraudulent scheme, and with knowledge of the falsity of the representations in the course of that scheme, or with reckless disregard of the truth or falsity of the representations.

43. Defendant injured consumers by knowingly engaging in a fraudulent scheme, knowingly making false representations to consumers, and using false pretenses in dealing with consumers.

44. These false representations and false pretenses were material to consumers in the course of deciding to purchase Weight-Loss Products from Defendant and his Enforcement Action co-defendants. Consumers' reliance on the representations of Defendant and his Enforcement Action co-defendants was justifiable.

45. The total net amount of sales revenue Defendant and his Enforcement Action co-defendants obtained by Weight-Loss Products through such false pretenses, false representations or actual fraud, was at least \$1,303,822.98, the amount of the District Court Judgment.

COUNT II
(NONDISCHARGEABLE DEBT FOR MONEY OBTAINED BY
FALSE PRETENSES, FALSE REPRESENTATIONS OR ACTUAL FRAUD)
(False Endorsements)

46. Through the means described in paragraphs 20 through 49 in the District Court complaint and as incorporated herein by paragraphs 8 through 37, Defendant and his Enforcement Action co-defendants represented, directly or indirectly, expressly or by implication, that the Weight-Loss Products were used, endorsed, or approved by specifically identified celebrities such as Oprah and The Doctors.

47. The representations set forth in paragraph 46 were false and misleading, or were not substantiated at the time the representations were made.

48. Defendant's and his Enforcement Action co-defendants' representations set forth in paragraph 46 constituted deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a).

49. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 46 of this Complaint were conducted with intent to defraud consumers.

50. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 46 of this Complaint were conducted with the knowledge that he was engaged in a fraudulent scheme, and with knowledge of the falsity of the representations in the course of that scheme, or with reckless disregard of the truth or falsity of the representations.

51. Defendant injured consumers by knowingly engaging in a fraudulent scheme, knowingly making false representations to consumers, and using false pretenses in dealing with consumers.

52. These false representations and false pretenses were material to consumers in the course of deciding to purchase Weight-Loss Products from Defendant and his Enforcement Action co-defendants. Consumers' reliance on the representations of Defendant and his Enforcement Action co-defendants was justifiable.

53. The total net amount of sales revenue Defendant and his Enforcement Action co-defendants obtained by Weight-Loss Products through such false pretenses, false representations or actual fraud, was at least \$1,303,822.98, the amount of the District Court Judgment.

COUNT III
(NONDISCHARGEABLE DEBT FOR MONEY OBTAINED BY
FALSE PRETENSES, FALSE REPRESENTATIONS OR ACTUAL FRAUD)
(Materially False or Misleading Header Information)

54. In numerous instances, through the means described in paragraphs 20 through 49 in the District Court complaint and as incorporated herein by paragraphs 8 through 37, Defendant and his Enforcement Action co-defendants initiated the transmission, to protected computers, of commercial electronic mail messages that contained, or were accompanied by, header information that was materially false or materially misleading.

55. Defendant and his Enforcement Action co-defendants acts or practices, as described in paragraph 54 above, violated 15 U.S.C § 7704(a)(1).

56. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 54 of this Complaint were conducted with intent to defraud consumers.

57. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 54 of this Complaint were conducted with the knowledge that he was

engaged in a fraudulent scheme, and with knowledge of the falsity of the representations in the course of that scheme, or with reckless disregard of the truth or falsity of the representations.

58. Defendant injured consumers by knowingly engaging in a fraudulent scheme, knowingly making false representations to consumers, and using false pretenses in dealing with consumers.

59. These false representations and false pretenses were material to consumers in the course of deciding to purchase Weight-Loss Products from Defendant and his Enforcement Action co-defendants. Consumers' reliance on the representations of Defendant and his Enforcement Action co-defendants was justifiable.

60. The total net amount of sales revenue Defendant and his Enforcement Action co-defendants obtained by Weight-Loss Products through such false pretenses, false representations or actual fraud, was at least \$1,303,822.98, the amount of the District Court Judgment.

COUNT IV
(NONDISCHARGEABLE DEBT FOR MONEY OBTAINED BY
FALSE PRETENSES, FALSE REPRESENTATIONS OR ACTUAL FRAUD)
(Misleading Subject Heading)

61. In numerous instances, through the means described in paragraphs 20 through 49 in the District Court complaint and as incorporated herein by paragraphs 8 through 37, Defendant and his Enforcement Action co-defendants initiated the transmission, to protected computers, of commercial electronic mail messages that contained subject headings that would

be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message.

62. Defendant's and his Enforcement Action co-defendants' acts or practices, as described in paragraph 61 above, violated 15 U.S.C. § 7704(a)(2).

63. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 61 of this Complaint were conducted with intent to defraud consumers.

64. Defendant's and his Enforcement Action co-defendants' activities described above in paragraph 61 of this Complaint were conducted with the knowledge that he was engaged in a fraudulent scheme, and with knowledge of the falsity of the representations in the course of that scheme, or with reckless disregard of the truth or falsity of the representations.

65. Defendant injured consumers by knowingly engaging in a fraudulent scheme, knowingly making false representations to consumers, and using false pretenses in dealing with consumers.

66. These false representations and false pretenses were material to consumers in the course of deciding to purchase Weight-Loss Products from Defendant and his Enforcement Action co-defendants. Consumers' reliance on the representations of Defendant and his Enforcement Action co-defendants was justifiable.

67. The total net amount of sales revenue Defendant and his Enforcement Action co-defendants obtained by Weight-Loss Products through such false pretenses, false representations or actual fraud, was at least \$1,303,822.98, the amount of the District Court Judgment.

68. Consequently, Defendant's judgment debt to the FTC is one for money, property, or services obtained by false pretenses, false representations or actual fraud, and is excepted from discharge pursuant to 11 U.S.C. § 523(a)(2)(A).

COUNT VI
(NONDISCHARGEABILITY UNDER § 523(a)(6))

69. The Commission repeats and realleges the allegations in paragraphs 20 through 49 in the District Court complaint, as incorporated herein by paragraphs 8 through 37.

70. Debts for willful and malicious injury by the debtor to another entity or to the property of another entity are not dischargeable. 11 U.S.C. § 523(a)(6).

71. Through the means described in paragraphs 20 through 49 in the District Court complaint and as incorporated herein by paragraphs 8 through 37 above, Defendant's and his Enforcement Action co-defendants' conduct was willful because Defendant acted deliberately and intentionally and knew that the result of his actions was, or was substantially certain, to cause injury.

72. Defendant's and his Enforcement Action co-defendants' conduct, as described in described in paragraphs 20 through 49 in the District Court complaint and as incorporated herein by paragraphs 8 through 37 above, was malicious.

73. Defendant engaged in this conduct without just cause or excuse.

74. Thus, the District Court Judgment, in the amount of \$1,303,822.98, constitutes a debt owed to the FTC for willful and malicious injury by the Defendant to another entity or to the property of another entity, and is excepted from discharge pursuant to 11 U.S.C. § 523(a)(6).

75. **WHEREFORE**, Plaintiff FTC requests that the Court:

(a) Determine that the District Court Judgment in the amount of \$1,303,822.98 is nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(A) and (a)(6); and

(b) Grant the FTC such other and further relief as this case may require and the Court deems just and proper.

Dated: August __, 2017

Respectfully submitted,

/s/ Katherine Johnson

Katherine Johnson (DC Bar. No. 497321)

Federal Trade Commission

600 Pennsylvania Ave., NW

CC-9528

Washington, D.C. 20580

Telephone: (202) 326-2185

Facsimile: (202) 326-3197

E-Mail: kjohnson3@ftc.gov

Attorney for Federal Trade Commission

Attachment B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

_____)	
In re:)	
)	
CHRISTOPHER STEVEN REINHOLD,)	Case No. 8:17-bk-01390-MGW
)	Chapter 7
Debtor.)	
)	
_____)	
FEDERAL TRADE COMMISSION,)	
)	Adv. Proc. No. _____
Plaintiff.)	
)	
CHRISTOPHER STEVEN REINHOLD,)	
)	
Defendant.)	
_____)	

**STIPULATED JUDGMENT FOR NONDISCHARGEABILITY OF DEBT OWED TO
FEDERAL TRADE COMMISSION**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission") filed a Complaint to Determine Nondischargeability of Debt under Section 523 of the Bankruptcy Code, 11 U.S.C. § 523 (the "Complaint") against Debtor Christopher Steven Reinhold ("Debtor"). Debtor waived service of the Summons and Complaint, and agrees to entry of a Stipulated Judgment for Nondischargeability, as set forth herein.

Findings

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. § 523. The parties consent to entry of final orders or judgment in this action by the Court.
2. Venue in the Middle District of Florida is proper under 28 U.S.C. § 1409(a).

3. This Adversary Proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I).

4. This Adversary Proceeding relates to *In re Christopher Steven Reinhold*, Case No. 8:17-bk-01390-MGW, now pending in this Court ("Bankruptcy Case"). The FTC is a creditor of the Debtor pursuant to a Stipulated Final Order ("District Court Judgment") entered by the District Court in *Federal Trade Commission v. Tachhi, Inc., et al.*, M.D. Fla., 8:16-cv-1397-JDW-AEP ("Enforcement Action"), a deceptive and unfair trade practices case related to the Debtor and his Enforcement Action co-defendants' solicitation and marketing of various products to consumers throughout the United States, including weight-loss products, which include but are not limited to Original Pure Forskolin, Original White Kidney Bean, and Mango Boost Cleanse (collectively, the "Weight-Loss Products").

5. The District Court Judgment includes equitable monetary relief in favor of the FTC and against the Debtor in the amount of \$1,303,822.98. The judgment conditionally suspends the monetary relief against Debtor.

6. In Section VIII of the District Court Judgment, the Debtor agreed to execute this stipulation that the District Court Judgment is excepted from discharge pursuant to Sections 523(a)(2)(A) and 523(a)(6) of the Bankruptcy Code, 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6).

7. Debtor neither admits nor denies any of the allegations in the Complaint in the District Court action or this Adversary Proceeding, except as specifically stated in the District Court Judgment or this stipulation. Only for purposes of this action, Debtor admits the facts necessary to establish jurisdiction.

Order

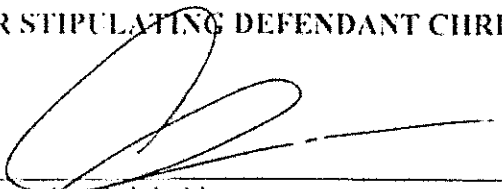
8. Judgment is hereby entered in favor of the Commission and against the Defendant, Christopher Steven Reinhold, determining that the Stipulated Judgment and the Enforcement Action in the amount of \$1,303,822.98 is nondischargeable pursuant to U.S.C. §§ 523(a)(2)(A) and 523(a)(6).

9. All other provisions of the District Court Judgment, including the injunctive provisions, remain in full force and effect.

10. Undersigned counsel of record in this action represent that they are fully authorized to execute and enter into this Stipulated Judgment for Nondischargeability of the respective parties whom they represent and acknowledge they have authority to bind the parties in the Adversary Proceeding.

STIPULATED AND AGREED TO AND SUBMITTED BY:

FOR STIPULATING DEFENDANT CHRISTOPHER REINHOLD:



Christopher Reinhold

Date: 7-13-17

FOR THE FEDERAL TRADE COMMISSION:

Katherine Johnson (DC Bar. No. 497321)
Federal Trade Commission
600 Pennsylvania Ave., NW
CC-9528
Washington, D.C. 20580
Telephone: (202) 326-2185
Facsimile: (202) 326-3197
E-Mail: kjohnson3@ftc.gov
Attorney for Federal Trade Commission

Date: _____