

IN THE CIRCUIT COURT OF THE
12TH JUDICIAL CIRCUIT, IN AND
FOR SARASOTA COUNTY, FLORIDA

Roca Labs, Inc.

CASE NO.

Plaintiff,

vs.

Alice King a/k/a Dusty King

Defendant.

COMPLAINT and VERIFIED* MOTION FOR TEMPORARY INJUNCTION

The Plaintiff, ROCA LABS, INC. (“ROCA”), a Florida Corporation, by and through its undersigned counsel, files this Complaint, Verified* Motion for Temporary Injunction and Declaratory Action against Defendant, Alice King a/k/a Dusty King (“KING”) and states (*See Affidavit of ROCA attached hereto as Exhibit 6):

JURISDICTION & VENUE

1. This is an action for injunctive relief, declaratory relief, and for breach of contract involving damages in excess of \$15,000, exclusive of interest, costs and attorneys’ fees.
2. Venue is proper in this Honorable Court as this is an action for breach of contract seeking permanent injunctive relief and an award of money damages, including actual damages and reasonable attorneys’ fees and costs; an award of compensatory damages under common law claim of tortious interference with a contractual relationship; an award of compensatory damages under common law claim of tortious interference with a prospective relationship, an award of compensatory damages under common law claim of defamation and injunctive and declaratory relief all stemming from conduct that occurred in Florida.

3. Plaintiff **ROCA** is a Florida for-profit corporation with its principal place of business at 7261A Tamiami Trail S, Sarasota, FL 34231.
4. Defendant **KING** is an individual residing at 7855 Hilo Way, Diamondhead, MS 39525.
5. Pursuant to Florida Statutes Section 48.193(2), Defendant **KING** is subject to personal jurisdiction in Florida because she committed a tortious act within the State of Florida.
6. Pursuant to Florida Statutes Section 48.193(7), Defendant **KING** is subject to personal jurisdiction in Florida because she breached her contract with Plaintiff **ROCA** within the State of Florida.
7. Plaintiff **ROCA** and Defendant **KING** entered into a contractual agreement wherein Defendant **KING** agreed to the jurisdiction of this Court to preside over any contractual dispute between the parties as outlined below:.. See **Contract** attached as Exhibit "1".

Legal Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website will be brought only in the federal or state courts of the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. A printed version of these Terms, Conditions and Disclaimer and related materials will be admissible in judicial and administrative proceedings based upon or relating to these Terms, Conditions and Disclaimer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form (emphasis added)

GENERAL ALLEGATIONS

A. PLAINTIFF/ROCA

8. **ROCA** is a Florida for profit corporation that was formed in 2006 as Appealing Ventures, Inc. It changed its name to Roca Labs, Inc. in 2009.
9. **ROCA** manufactures food additives (sometimes referred to a nutraceuticals) and is the inventor of the proprietary Gastric Bypass Alternative® that is an effective weight loss option for people who are trying to lose more than 50 pounds.
10. **ROCA's** products have been purchased and used by thousands of people as a surgery free alternative to gastric bypass.
11. **ROCA** markets and sells its products through its website "www.rocalabs.com", where information on its products is available and consumers can purchase the product directly.
12. **ROCA** has made significant investments in product development and in its intellectual property rights.
13. **ROCA** owns numerous registered trademarks including: Roca Labs, Gastric Bypass Alternative, Gastric Bypass Surgery Alternative, Gastric Bypass Effect, Gastric Bypass Results, Natural Gastric Bypass, Gastric Bypass No Surgery and Anti Cravings. Roca's trademarks are inherently distinctive.
14. **ROCA** has invested heavily in an online marketing and advertising program that has run in Florida and across the United States.
15. **ROCA** has a unique Money Back Reward program, where **ROCA** pays individuals for sharing their weight loss success stories.
16. **ROCA** relies upon its reputation and the weight loss success of its customers to generate new business and attract new customers.

17. A search for Roca Labs on YouTube, pulls up more than 6,000 results, most of which are weight loss videos shared by individuals.
18. **ROCA** sells its products to nearly all of its consumers at a discounted price in consideration for the consumers' agreement to help promote ROCA's weight loss program.
19. In consideration for a significant product discount (discounts average \$800), Defendant KING herein, agreed as part of her purchase, that regardless of her outcome, she would not speak, publish, print, blog or write negatively about Roca or its products in any forum (See Exhibit "1" attached hereto):

Conditional Discount Price

(5) If you purchased the Formula at a conditional discounted rate, you agree that you WILL NOT speak or publish, in any forum, criticism of the Product or the Company, and that any published statements will be immediately removed upon the Company's Request. You agree that any published opinion by you about the Product or the Company will not carry with it advertisements of any kind or result in any financial benefit to you unless pre-approved by the Company.

Agreement not to Comment Negatively

(2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which The Customer entered willingly and with full knowledge of the components of The Formula and its properties and TheSupport; (3) You agree that any such negative claim will constitute defamation per se; (4) Do not purchase the Formula or Support if you do not agree to this "No Negative Comment Clause."

20. The agreement is part of Defendant **KING's** purchase order and is a binding contract between **ROCA** and Defendant **KING**.
21. This contractual agreement would restrict Defendant **KING** from posting negative/critical comments online.

B. DEFENDANT KING

22. Defendant **KING** is an individual residing at 7855 Hilo Way, Diamondhead, MS 39525.

23. On December 10, 2103 Defendant **KING** contacted Plaintiff **ROCA** to inquire about purchasing products from **ROCA**.
24. Defendant **KING** completed a questionnaire in which she wrote that she wanted to lose 62 pounds, had tried numerous other weight loss products and had failed in her past attempts. *See Exhibit "2" Questionnaire.*
25. On December 12, 2013 Defendant **KING** purchased a gastric bypass alternative program from Plaintiff **ROCA** a in the amount of \$481.50. Defendant paid this amount via credit card. *See Exhibit "3" Purchase Order.*
26. Defendant **KING** purchased the product at a discounted amount in consideration for her agreement to help promote Plaintiff **ROCA** products and not to speak negatively about **ROCA**. *See Exhibit "1" and paragraph 19 herein.*
27. On January 14, 2014 Defendant **KING** contacted Plaintiff **ROCA** seeking to cancel her purchase agreement and receive a refund for the product. *See Exhibit "4"/Communication Log.*
28. Defendant **KING** was aware that the product she purchased was customized and had a no return / refund policy and agreed to this term at the time of purchase: *See Exhibit "1"*
- Return and Refund Policy***
- However, cancelation or refund are NOT possible once the Formula preparation has begun which is immediately when the doctor approves the qualification form and within 24 hours of submitting the application. (no cancellations for Rush/Urgent orders) The safety sticker on the box calls for your attention to the Terms of the use of the Formula but not to the Terms of the purchase. If you do not agree, do not use the Formula, but as stated herein, no refund is available.*
29. On January 14, 2014 Defendant **KING** again contacted Plaintiff **ROCA** complaining that she was upset that she only lost ten pounds in the first month of using the product and that

ROCA was “scammers”, and that the product was “bullshit” and the Company was “liars”.

See Exhibit “4”/**Communication Log**.

30. On August 31, 2014 Defendant **KING** filed a public complaint against Plaintiff **ROCA** with the Better Business Bureau of West Florida (hereinafter “**BBB**”). In her online complaint, Defendant **KING** wrote in part “Do not buy this product. Roca Labs are misrepresenting themselves as weightless specialists. They are nothing but fraudsters and cheaters.... They are lying cheating SOB's that steal your money and your time and soul, if you let them.” See Exhibit “5” **Copy of BBB Complaint**.

31. Defendant **KING** breached her contract with Plaintiff **ROCA** by reason of posting her negative comments online and by doing so admitted to committing defamation *per se* under the terms of the subject contract (See Exhibit “1” & “3”)

Agreement not to Comment Negatively

(2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which The Customer entered willingly and with full knowledge of the components of The Formula and its properties and The Support; (3) You agree that any such negative claim will constitute defamation per se; (4) Do not purchase the Formula or Support if you do not agree to this “No Negative Comment Clause.” (emphasis added)

COUNT 1
BREACH OF CONTRACT

Plaintiff **ROCA** realleges and incorporates the allegations of paragraphs 1 through 31 as though fully set forth herein and sues Defendant **KING** for Breach of Contract as follows:

32. On December 13, 2013 Plaintiff **ROCA** entered a contract with Defendant **KING** for the purchase and sale of weight loss products.

33. Plaintiff shipped product to the Defendant **KING** and Plaintiff **ROCA** received payment from the Defendant **KING**.

34. As consideration of the contract and receipt of discount, Defendant **KING** agreed to the Terms and Condition of the sale, which are attached herein as Exhibit "1".
35. The terms and conditions included an agreement that Defendant **KING** would not post anything negative about the Plaintiff **ROCA** online. *See* Exhibit "1" and paragraphs 19 and 31 herein.
36. On August 31, 2014 Defendant **KING** knowingly and willfully breached this agreement by making a negative, false and malicious report about the **ROCA** to the **BBB** which was published on the **BBB**'s website and is available for viewing by anyone with internet access. *See* Exhibit "5"
37. Defendant **KING** breached her agreement with Plaintiff **ROCA** in making these statements. Plaintiff **ROCA** demanded that Defendant **KING** cure this breach and remove the posting, but Defendant refused to do so. *See* Exhibit "6" herein.
38. As a direct consequence of Defendant **KING**'s actions, the Plaintiff **ROCA** has been harmed and was forced to retain counsel to bring this action against **KING**.

WHEREFORE, Plaintiff **ROCA LABS, INC.** respectfully requests that this Honorable Court declare that Defendant **ALICE KING** breached her contractual agreement, and further grant temporary and permanent injunctive relief against the breach, and award **ROCA LABS, INC.** with an amount fair and just to account for its money damages, interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

COUNT II

TORTIOUS INTERFERENCE WITH ROCA'S PROSPECTIVE ECONOMIC RELATIONSHIPS

ROCA realleges and incorporates the allegations of paragraphs 1 through 31 as though fully set forth herein and sues Defendant **KING** for Tortious Interference with Plaintiff **ROCA's** Contractual Relationship with Plaintiff **ROCA's** prospective economic relationship as follows:

39. Plaintiff **ROCA** derives its revenues through online sales of its product to consumers looking to lose weight.
40. Plaintiff **ROCA** has an actual prospective economic relationship with internet users that search for Plaintiff **ROCA** and its products on search engines.
41. Defendant **KING** is aware of the existence of Plaintiff **ROCA's** prospective economic relationship with internet users who desire to purchase **ROCA's** weight loss products as Defendant **KING** discovered **ROCA** herself by using the internet.
42. **ROCA's** potential consumers view false, negative and misleading statements made by Defendant **KING** when they search the internet using search engines such as Google, Yahoo! Or Bing or visit the **BBB's** website.
43. **ROCA** had an actual prospective economic relationship with numerous consumers including but not limited to: Alicia Moralez and Abu Saleh (Collectively "**Interfered Customers**").
44. As a direct and proximate result of **KING's** posting on **BBB**, interfered customers have not purchased **ROCA** products. For example following Defendants post, Alicia Moralez Abu Saleh posted on Facebook "Bad reviews at Better business bureau I will pass on this" See Exhibit "7".
45. Defendant **KING's** statements include but are not limited to "do not buy this product. Roca Labs are misrepresenting themselves as weightless specialists. They are nothing but

fraudsters and cheaters.... They are lying cheating SOB's that steal your money and your time and soul, if you let them." See Exhibit "2" herein.

46. Defendant **KING** knowingly and intentionally has instructed Internet users not to purchase **ROCA** products.

47. Interfered Customers have refused to order from **ROCA** as a direct and proximate result of Defendant **KING**'s intentional interference with said relationships via her negative postings against **ROCA**.

48. The Interfered Customers indicated their willingness to purchase weight loss products from **ROCA** (i.e. enter purchase order agreements).

49. **ROCA** would have sold products to the Interfered Customers (entered into our purchase order agreement), however the Interfered Customers indicated that they would not purchase **ROCA**'s products because negative reviews on **BBB**.

50. Defendant, **KING** was not authorized nor does she have any legal right to claim privilege for her actions.

51. As a direct and proximate cause of Defendant **KING**'s negative posting, individuals have not purchased Plaintiff **ROCA** products.

52. As a direct and proximate cause of the Defendant **KING**'s intentional and unjustified tortious interference, **ROCA** has suffered non-monetary and monetary damages.

WHEREFORE, Plaintiff **ROCA LABS, INC.** respectfully requests that this Honorable Court declare that Defendant **Alice King** has intentionally disrupted/interfered with **ROCA**'s prospective economic relationships, and further grant temporary and permanent injunctive relief against the violating conduct, and award **ROCA LABS, INC.** with an amount fair and just to

account for its money damages, interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this Court deems just and proper.

COUNT III

DEFAMATION PER SE

Plaintiff **ROCA** realleges and incorporates the allegations of paragraphs 1 through 31 as though fully set forth herein and sues Defendant **Alice King** for Defamation Per Se as follows:

53. Defendant **KING** and Plaintiff **ROCA** entered into a contractual agreement herein. *See* Exhibit "1" and "3" herein.

54. Defendant **KING**'s posted online to **BBB** statements that include, but are not limited to: "do not buy this product. Roca Labs are misrepresenting themselves as weightless specialists. They are nothing but fraudsters and cheaters.... They are lying cheating SOB's that steal your money and your time and soul, if you let them." *See* Exhibit "2" herein.

55. As partial consideration of a substantial discount provided to Defendant **KING** by Plaintiff **ROCA**, the terms of the contract mandate that the Defendant **KING** agree that if she ever posted any negative/critical comment against Plaintiff **ROCA** her action would be deemed defamation per se (*See* exhibit "1 and "3).

Agreement not to Comment Negatively

*(2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which The Customer entered willingly and with full knowledge of the components of The Formula and its properties and The Support; (3) You agree that any such negative claim will constitute **defamation per se**; (4) Do not purchase the Formula or Support if you do not agree to this "No Negative Comment Clause." (emphasis added)*

56. The statements which were authored by Defendant **KING** and posted on the **BBB**'s website which impute the unsatisfactory conduct, characteristics and conditions of **ROCA** constitute defamatory statements concerning **ROCA** per se. *See* Exhibit "5" for said statements.

57. **ROCA** has suffered significant loss of reputation as well as business opportunities as a direct and proximate result of Defendant **KING** reckless, wrongful and malicious statements posted on **BBB**.
58. **ROCA**'s losses include, without limitation, the failure of **ROCA** to sell its product to identifiable potential customers as well as significant lost revenues from other potential customers.
59. The above alleged statements contained in Exhibit "5" herein were seen and read by potentially millions of people who reside in Florida and elsewhere.
60. Defendant **KING** authored the online posts with the knowledge that she had admitted as partial consideration for a substantial discount that the negative comments were "defamation per se".

WHEREFORE, Plaintiff **ROCA LABS, INC.** respectfully requests that this Honorable Court declare that Defendant **Alice King** has defamed **ROCA** per se, and further grant temporary and permanent injunctive relief against the violating conduct, and award **ROCA LABS, INC.** with an amount fair and just to account for its money damages, interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

COUNT IV

DECLARATORY RELIEF AGAINST DEFENDANT KING

ROCA, by and through undersigned counsel, seek declaratory judgment relief pursuant to Chapter 86 of the Florida Statutes, prevailing Florida law, against Defendant **KING** and they re-allege all preceding paragraphs herein and state:

61. This is an action for declaratory relief pursuant to FS 86.011.
62. There is a bona fide, actual, present practical need for declaratory relief pursuant to

FS 86.011 and present controversy with ascertainable facts between the parties herein.

63. The Defendant **KING** has authored negative complaints against **ROCA** on BBB.

64. The Defendant **KING** has intentionally tortiously interfered with **ROCA**'s economic relationship with potential customers.

65. The Defendant **KING**'s conduct has directly and proximately caused **ROCA** to continue to accrue monetary damages and present ongoing damages to **ROCA**'s reputation.

66. **ROCA** is in doubt as to their rights under Florida law and is in need of a present declaration whether Defendant **KING** conduct alleged herein tortiously interfered with **ROCA**'s prospective economic relationship with potential customers.

67. **ROCA** is in doubt as to their rights under Florida law and is in need of a present declaration whether Defendant **KING** defamed **ROCA** *per se*.

68. There is a bona fide, actual dispute between the parties based on the Defendant **KING** refusal to cease and desist it's conduct after **ROCA** has requested same.

69. **ROCA** seeks relief in order to enforce contractual/legal rights and not to merely seek legal advice from this Honorable Court.

70. **ROCA**'s right to recovery is dependent upon the Court's finding of facts and/or application of same to Florida law.

71. As a result of this dispute, it has become necessary for the Plaintiff, **ROCA**, to

retain the services of the undersigned counsel. Defendant is obligated to pay a reasonable fee for the undersigned services in bringing this action, plus necessary costs.

72. Defendant **KING**'s interests in this declaration of rights are actual, present, adverse and antagonistic of fact and/or law to **ROCA**'s interests.

WHEREFORE Plaintiff, **ROCA**, requests the Court to:

- a. Take jurisdiction of the subject matter and parties hereto.
- b. Determine applicable law, including the provision of Florida Statutes that apply to the parties.
- c. Declare that the Defendant **KING** has intentionally tortiously interfered with **ROCA**'s economic relationship with consumers.
- e. Declare that the Defendant **KING** has defamed **ROCA** per se under terms of contract.
- f. Declare that Defendant **KING** has breached her contract with **ROCA** by posting negative comments on **BBB**.
- g. Declare **ROCA** has suffered economic damages as proximate result of Defendant's conduct.
- h. Declare that **ROCA** is entitled to attorneys' fees and costs against the Defendant **KING** and determine the amounts thereto.
- i. Declare that **ROCA** is entitled to award of monetary damages against Defendant **KING** and determine the amounts thereto;

- j. Declare that Defendant **KING** cease and desist her conduct against **ROCA** and for her to remove all negative content from online and **BBB**.
- k. Award damages, interest, and taxable costs against Defendant **KING**.
- m. Award any other relief this Court deems just and proper against the Defendant **KING**.

WHEREFORE, Plaintiff **ROCA** further demands entry of judgment against Defendant **KING** for all damages, attorneys' fees, and costs.

VERIFIED MOTION FOR ENTRY OF A TEMPORARY INJUNCTION

ROCA realleges and incorporates the allegations of paragraphs 1 through 60 as though fully set forth herein and pursuant to the Florida Rules of Civil Procedure 1.610 moves this Court for immediate temporary injunctive relief against Defendant **Alice King** to cure her contractual breach and remove from the **BBB**'s website defamatory posts that presently tortiously interfere with **ROCA**'s prospective economic relationships.

As detailed above, the Defendant **KING** entered into an agreement with **ROCA** to purchase products under certain terms and conditions. These terms include the agreement that regardless of her weight loss outcome, Defendant **KING** would "not speak, publish, print, blog or write negatively about Roca or its products in any forum." Defendant **KING** knowingly and deliberately breached this agreement.

Defendant **KING** deliberately and tortiously interfere with **ROCA**'s prospective economic relationships by posting on the **BBB** website false statements about **ROCA** and urging the public not to buy **ROCA** products.

All of the necessary elements are present for the Court to issue injunctive relief.

Memorandum of Law

I. Law & Analysis

Temporary injunctions have long been recognized as a viable form of relief in a suit for tortious interference with a contract. See, e.g., *Heavener, Ogier Services, Inc. v R.W. FLA Regionno*, 418 So.2d 1074, 1077 (Fla. 1982), *Knight v. City of Miami*, 127 Fla. 585, 173 So. 801 (Fla. 1937); *Dade Enterprises, Inc. v. Wometco Theaters, Inc.*, 119 Fla. 70, 160 So. 209 (Fla. 1935); see also Restatement (Second) of Torts § 766 cmt. u (1979).

A preliminary injunction is properly entered when the moving party demonstrates:

- (1) a substantial likelihood of success on the merits;
- (2) a substantial threat of irreparable injury if the injunction is not granted;
- (3) that the threatened injury to the plaintiff outweighs the harm an injunction may cause the defendant; and
- (4) the granting of an injunction would not disserve the public interest. *Church v. City of Huntsville*, 30 F. 3d 1332, 1342 (11th Cir. 1994). *Naegel Outdoor Advertising Co., Inc. v. City of Jacksonville*, 659 So.2d 1046, 1047 (Fla. 1995).

As a general rule, a trial court has sound discretion to grant injunctions. *Precision Tune Auto Case, Inc. v. Radcliff*, 731 So.2d 744, 745 (Fla. 4th DCA 1999). The facts demonstrate that all of the elements are easily satisfied, and the requested injunction should be issued by this honorable Court.

A. There is substantial likelihood of success on the merits

1. Breach of Contract

There can be no dispute that the parties contracted for the purchase and sale of products. The Defendant **KING** paid **ROCA** for its weight loss products and Plaintiff **ROCA** shipped them to Defendant **KING**. Defendant **KING** was aware and agreed to the Terms and Condition as consideration for a substantial discount given her by **ROCA**. As a result of Defendant **KING**'s breach of the agreement not to post negative comments, **ROCA** has and continues to be harmed.

2. Tortious Interference

The common law elements of tortious interference with prospective economic relationship are (1) the existence of a business relationship, not necessarily evidenced by an enforceable contract that would have resulted in an economic benefit; (2) knowledge of the relationship on the part of the defendant; (3) an intentional and unjustified interference with the relationship by the defendant; and (4) damage to the plaintiff as a result of the breach of the relationship. *Ethan Allen, Inc. v. Georgetown Manor, Inc.*, 647 So. 2d 812, 814 (Fla. 1995). Each of these elements is present here.

Defendant **KING** is aware that **ROCA** conducts business online and develops and attracts its customers over the Internet. Defendant **KING** herself was an internet customer and was aware that **ROCA** has other internet based customers. Defendant **KING** knowingly and intentionally broadcast to identifiable Internet customers via the BBB site "do not buy" from Roca. As a result, identifiable individuals did not purchase from **ROCA** and **ROCA** has and continues to be harmed.

ROCA's reputation and its ability to transact business has been damaged by the actions of Defendant **KING**; and if Defendant **KING** is not enjoined from her current actions, the damage to **ROCA** will be severe as its reputation will be irreparably harmed and new potential customers will not purchase from **ROCA**.

B. There is a Substantial Threat of Irreparable Injury if Defendant KING is not enjoined

If the injunction is not granted, **ROCA** will face a substantial threat of irreparable injury. **ROCA** has already suffered harm to its reputation and its ability to conduct business and will continue to be injured if Defendant **KING** does not cure contractual breaches and cease interfering with **ROCA**'s customers. Each week thousands of people see the false and malicious statement posted by Defendant **KING** on the **BBB**'s website. Unless injunctive relief is provided, **ROCA** will continue to be irreparably harmed.

A preliminary injunction will stave off this irreparable harm. The purpose of a preliminary injunction is to prevent future harm. *Advantage Digital Sys., Inc. v. Digital Imaging Servs., Inc.*, 870 So. 2d 111, 116 (DCA Fla 2004)(“By its nature, an injunction restrains commission of a future injury; a court cannot prevent what has already occurred.”). It is not necessary for a party seeking a preliminary injunction to wait until harm has occurred; such a delay would defeat the purpose of injunctive relief.

Irreparable injury is an injury which is of a peculiar nature, so that compensation in money cannot atone for it. *Mullinix v. Mullinix*, 182 So. 2d 268 (Fla. 4th DCA 1966); *First Nat. Bank n St. Petersburg v. Ferris*, 156 So. 2d 421 (Fla. 2nd DCA 1963). Once a posting is made on the **BBB**'s website, damage to **ROCA**'s reputation is done and Plaintiff **ROCA** can never be made whole. Due to the nature of the Internet, postings can take on a life of their own and it is nearly impossible to remove all negative comments once they appear on the Internet. In essence postings are viral and take on an existence independent of pissedconsumer.com. According to the MIT Technology Review “it’s hard to imagine a system that could index all of the world’s information thoroughly enough to allow someone exercising the “right to be forgotten” to track

down and eradicate every regrettable message or photo.” *How to Delete Regrettable Posts from the Internet*, Simson Garfinkel, October 2012.

C. The Threatened Injury to the Plaintiff ROCA Outweighs the Harm an Injunction May Cause the Defendant KING

Defendant **KING** will suffer little or no harm by curing her contractual breach and ceasing to interfere with customers. In contrast the harm to **ROCA** is harsh and may be incurable. Once the posting is distributed on the Internet, it is next to impossible to remove. The longer it remains, the more harm is done. Irreparable harm to **ROCA**'s reputation and its ability to conduct business occurs when Defendant **KING** interferes with **ROCA**'s relationship with its prospective clients.

D. The Granting of an Injunction Would Not Disserve the Public Interest

It is against public interest to allow individuals to intentionally and wantonly breach their contracts and then encourage others to avoid a business by making false and malicious statements about the business. Thus, it serves the public interest to prevent the actions of Defendant **KING**.

CONCLUSION

WHEREFORE, **ROCA**, by and through undersigned counsel, moves this Court to enjoin Defendant **KING** to cure her contractual breach and from further interfering with Roca's prospective clients.

Dated: September 18, 2014.

Respectfully Submitted,

Roca Labs, Inc.

P.O. Box 7898

Delray Beach, FL 33482-7898

Tel. 305-998-6150

Fax 954-341-5215

By: /s/

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Exhibit 1





Roca Labs®

Ask The Doctor

Success Stories

18 Solutions

Support

<p>\$480 learn more</p>	<p>morning dose creates immediate</p> 	<p>Gastric Bypass Effect™ only 20% stomach space available</p> 	<p>you eat only half lose weight from day 1</p> 	<p>shrinking stomach 4-6 months procedure</p> 
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[Terms & Conditions](#)

[Privacy Policy](#)

[Return Policy](#)



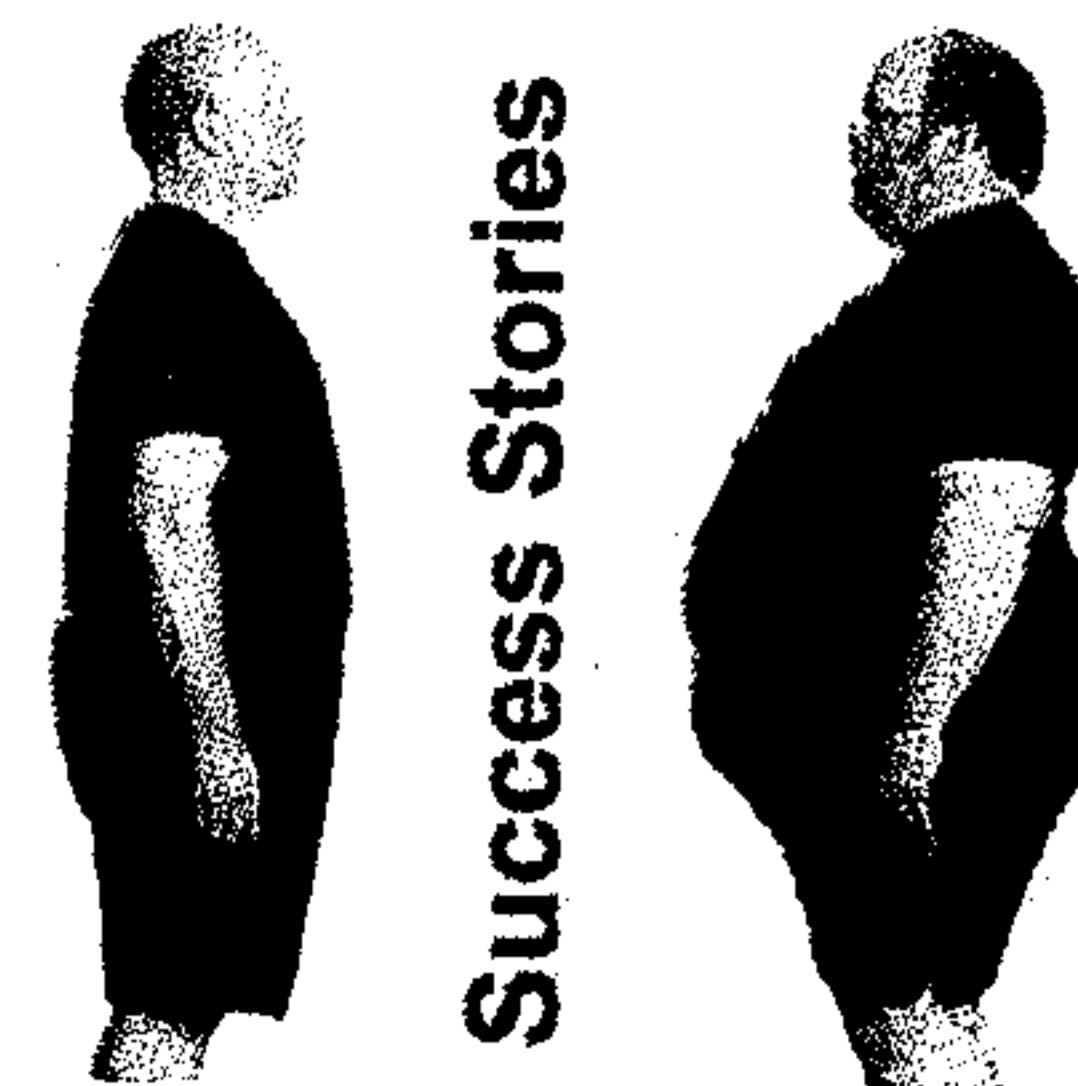
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PERSONAL TERMS, CONDITIONS & DISCLAIMERS AGREEMENT

USV1.8 Sep 2012

SUMMARY (for convenience purposes only)

Company believes that all means are Kosher in the fat fight and has a "straight in your face" attitude such as Fat is Ugly. No return accepted. The Formula costs \$1,580 and you can buy it for a reduced price ONLY under the conditions listed among them: secrecy and devotion to succeed.



This website, the manufacturer and/or the distributor, both jointly and individually ("The Website" or "The Company") are marketing The Company's products and offerings, which among other items/services include the weight loss formula ("The Formula"), as well as a weight loss support service ("The Support") for sale for personal to those who carry out a purchase ("The Customer" or "You"), under all of the following personal terms, conditions and disclaimers ("The Agreement"), and on these terms alone. Everything that The Company represents in the terms and conditions or on The Company' Website is to the best of The Company's knowledge. Customer will print and save the Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE AGREEMENT BEFORE MAKING A PURCHASE AND AGAIN PRIOR TO USING THE FORMULA/SUPPORT. PLACING AN ORDER INDICATES THE

[Chat now](#)

UNCONDITIONAL ACCEPTANCE OF THE AGREEMENT BY YOU AND ANY ASSIGNS. DO NOT PURCHASE THE FORMULA IF YOU DO NOT AGREE TO BE BOUND BY THE ENTIRE AGREEMENT.

You agree that the use of The Website is at your sole risk. Neither The Website, nor any of The Company's officers, directors, employees, agents, third party content providers, merchants, sponsors, licensors, contractors or affiliates warrants that The Website will be error-free or uninterrupted. The Company also DOES NOT warrant the results that may be obtained from the use of this Website, The Formula or The Support.

The Company cannot guarantee results because your success depends on your usage of The Formula according to instructions and your successful adaptation to new eating habits. You agree that, because The Company makes NO guarantees regarding results, and because of The Company's clear No Return/No Refund policy (see below), you have NO right to dispute payment for the Formula/Support. You agree that disputing any payment causes damage to The Company and gives The Company the right to seek compensation from you for The Company's damages.

You agree that if there is a problem with shipping, you will contact The Company via Customer Care on The Company's Website, in writing, and allow The Company 7 days to research and address the shipping issue. You also agree that if there is a shipping issue, you will file a claim with the United States Postal Service and keep The Company apprised of your efforts so The Company may help you address the issue and reship the Formula, if necessary. You agree, however, that a shipping issue does not give you the right to withhold or dispute the charge with your credit card company or with PayPal. You agree that doing so would cause damage to The Company and will give The Company the right to seek compensation from you for The Company's damages.

Conditional Discounted Price

The price for The Formula and The Support is \$1,580.00. You may purchase The Formula and The Support at full price and without condition, or you may elect to purchase The Formula at a special conditional rate ("Conditional Price"). We are providing this deeply discounted Conditional Price because The Company can better manage its risks and resources, and reduce The Company's legal expenses. In exchange for this Conditional Price, you explicitly agree to all of the following:

(1) You are representing to The Company that you are suitable to use The



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Formula and The Support, based upon the terms and instructions contained in this Agreement, and that you do not have any psychological or physical disorders that may interfere with your success in using The Formula and The Support.

(2) You will follow the instructions that come with The Formula and that are explained in detail on The Website. We will support you.

(3) You expect to have a positive outcome by reducing food consumption and improving your eating habits.

(4) You agree that we can use any and all information relating to your success in The Company's marketing efforts. This can be done anonymously if you prefer.

(5) If you purchased the Formula at a conditional discounted rate, you agree that you WILL NOT speak or publish, in any forum, criticism of the Product or the Company, and that any published statements will be immediately removed upon the Company's Request. You agree that any published opinion by you about the Product or the Company will not carry with it advertisements of any kind or result in any financial benefit to you unless pre-approved by the Company.

(6) If you breach this Agreement, you agree to pay the full price for The Formula within 3 business days of demand, plus any expenses we incur in resolving the issue. In addition, we retain all legal rights and remedies against you for breach of contract and any other appropriate causes of action. Not paying the full amount you agreed when you purchased will immediately revoke the special discount/subsidy/allowance given by the marketing department and the price will be the full \$1580 for the Formula plus any collection fees.

General

Once you place an order, you are entitled to Customer Care. Generally, Customer Care is available 24 hours, 7 days a week. We will make every effort to respond to you within 24 hours of any contact **For the protection of The Company and The Customer, after your order has shipped The Company requires that all contact between The Customer and The Company must be in writing with the Customer Care department through The Website ONLY.** The Company will make every effort to respond to all written contact within 24 hours.

The Formula is not a drug, medical treatment or a surgery. Rather, it is a natural alternative that causes people to eat less by reducing available



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stomach capacity, providing a sensation of fullness, and creating an opportunity for psychological strengthening.

The Formula is intended for healthy persons in general and is not suited at all for those with sensitivity to barley or to dietary fibers. Prior to ordering The Formula, we recommend that you consult your physician and present the letter from the Roca Labs medical adviser.

Privacy

The Company is committed to protecting your privacy and security. Prior to purchase, please carefully review The Company's Privacy Policy on home page, which is incorporated into these Terms & Conditions by reference.

Health Disclaimer

This Website, The Formula and The Support provide limited, non-medical, weight loss management assistance. Testimonials, videos and related content published over the Internet are intended only to assist users in their personal weight loss efforts. The Company is not a medical organization and The Company's staff cannot give you medical advice or diagnosis. Nothing contained in The Website should be construed as medical advice or diagnosis. The information and reports generated by The Company should not be interpreted as a substitute for physician consultation, evaluation, or treatment.

The Formula should be purchased ONLY after reading the possible Side Effects and the Instructions. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen and to direct the physician to review The Website. The Website and The Formula are intended for use only by healthy individuals. Customers with health conditions are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

The Customer agrees to make proper use of The Formula according to the instructions of use, which are provided with The Formula and appear on The Website, in order to maximize the your results. The Company has no knowledge of The Formula causing any serious side effects. If The Customer has any medical-related complaint after using The Formula, the Customer agrees to provide us with the following information:

- a. A physician's report stating that your reaction/symptoms are a direct result of using the Formula;



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- b. All medical and other related records relating to the issues you had with the product;
 - c. All of your medical records relating in any way to health, weight-loss, weight, digestion and nutrition issues for the last five years
 - d. A sworn and notarized statement by you containing the following:
 - i. **A breakdown of your exact diet, including amount and times of water and food intake, during the entire time you used The Formula;**
 - ii. **A breakdown of the exact schedule, dosage and manner in which you took the Formula every day that you took it;**
 - iii. **Your age, weight and height at the time you began using the Formula.**
- By purchasing the Formula you agree to these specific terms and acknowledge that the Company would not have sold The Formula without your agreement to same.**



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General Advice Only

Any verbal answers provided by order representatives (whether on the telephone or via electronic mail, or otherwise) are general and are neither medical nor personal. The decisive information is only that which is stated on the Website. The Company representatives are not doctors. Any personal or medical questions will not be answered by Company representatives. Should any such answer or remark be construed as medical or personal, the answer and all of its implications should be viewed as void.

Concurrent Use of Medication

Please refer all questions about the concurrent use of medication with The Formula to your physician. The Website should not be relied upon under any circumstances for instructions about the use, combination, or cessation of use of personal medication.

FDA Information

The Formula is manufactured in an FDA-compliant facility under GMP rules. The Formula is categorized as a "food additive" according to the definitions of the FDA and is approved for use without a prescription. The Formula contains only certified ingredients. These statements have not been evaluated by the Food and Drug Administration. **This product is not intended to diagnose, treat, cure, or prevent any disease. This product should not be used in place of or as a substitute for recommendations by your health care professional.** These statements are based on the known activity of the

specific ingredients in this product. No clinical study has been performed on this product as a drug.

Declaration, Purchase Agreement and Exceptions

The Customer hereby affirms that, prior to using The Formula, he or she read and fully understands the instructions and daily mode of use of The Formula. Additionally, the Customer affirms that he or she has read and examined all of the components of the Formula and that they are compatible with his or her health and regular usability. The act of purchase constitutes an Agreement between The Customer and The Company, whether the order was carried out via the Website or via the phone number provided on the Website. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the Website.

You do not have permission or the right to sell, transfer and/or gift The Formula to any other person or entity. If, contrary to the terms herein, you sell, transfer or gift The Formula to another person, you will remain responsible for any breach of these Terms and Conditions by that person, and you agree to indemnify The Company against any claims brought by or damages awarded to that person.

Updated Website Instructions

The Customer commits to make use of the Formula according to the instructions, which is occasionally updated on The Website. These instructions will be considered as the most current and accurate, even to the exclusion of any other printed material, including labels printed on the Formula package. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the Website.

Drinking Plenty of Fluids

The Customer understands that The Formula requires drinking larger than normal quantities of liquids; otherwise dehydration may occur, which may also lead to headaches. In extreme cases, additional complications may develop. The Customer must drink no less than 3 glasses of water immediately after each dose of The Formula, and 6-8 additional glasses of water throughout the day for each dose of The Formula. It is emphasized that given The Formula's strength, The Customer is solely responsible for drinking adequate amounts of liquids according to bodily needs and with reactions changing in real time. Furthermore, The Customer understands that The Formula will not work without drinking liquids as directed.



Formula Success

The expansion action of the active ingredients within the stomach is physical and conditional upon many factors, including drinking plenty of liquids. Despite the Formula being a physical aid (which is intended to decrease stomach space availability and leave the user with a feeling of fullness), the Customer hereby agrees to avoid consuming calorie-rich foods and/or overeating, so as to avoid expanding the stomach via forced consumption. The Formula will assist in weight loss as long as the diet process is dependent upon appetite and not upon psychological issues (such as depression, boredom, sadness, etc...) that may lead to overeating. Results may vary. **The Formula is not being sold to you on a trial basis. The Company makes no guarantee regarding the degree of success you will experience, if any.**



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Personal Dosage

The Customer hereby agrees that by the act of purchasing the Formula, he or she is aware that prior to its regular use, he or she must carry out personal trials to determine the appropriate dosage for his/her body, which will aid in achieving a lack of appetite at a level, quantity and duration that he/she wishes and is appropriate for his/her situation. The Customer determines the level and duration of the lack of appetite according to individual will and physical ability.

Agreement Not to Comment Negatively

The Customer understands and is aware that he is required to dose the formula, to drink large quantities of liquids, to avoid calorie-rich foods, to avoid overeating and to overcome psychological obstacles in order to achieve results. **The Customer is also aware that The Company does not guarantee success.** Therefore, unless The Customer purchased The Formula at full price, (1) no claim or complaint whatsoever will be accepted regarding the lack of success of The Formula; (2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which The Customer entered willingly and with full knowledge of the components of The Formula and its properties and The Support; (3) You agree that any such negative claim will constitute defamation per se; (4) **Do not purchase the Formula or Support if you do not agree to this "No Negative Comment Clause."**

The Order

After The Customer has read the Terms, Conditions and Disclaimer and filled out the required order form and/or contacted the central phone service Order Department, a representative of the Order Department will contact The Customer to verify and confirm the details of delivery. Answers given by Representatives are not a substitute for information contained in the Website, these Terms and Conditions, or any medical advice. If The Customer provides incorrect identification details while carrying out the order, The Company cannot guarantee that the products will be delivered. The Customer must confirm that he/she has provided updated and precise details. Customer agrees to pay the cost to re-ship and order if Customer provides incorrect or false information. You MUST also see Money Back / Return Page for further shipping details.

The Company's refund/return policy is explained fully below. Pursuant to Florida law, payments that are not honored for any reason will incur a Customer charge of \$25-40, or 5% of the amount of the check, whichever is greater. Should The Company institute legal or collection proceedings regarding returned/cancelled checks or cancelled/disputed credit cards/PayPal, the Customer will be responsible for all collection costs and attorney's fees, plus filing fees, for each returned or cancelled check or for each cancelled credit card/PayPal payment. Other than the above listed allowance for attorney's fees relating to payment/collection issues, neither the purchaser nor The Company shall be entitled to attorney fees for other disputes between the parties. Invoices are sent directly to the electronic mail boxes supplied by the Customer and it is the Customer's responsibility to provide an active/working email account. In case that your account goes in "Bad Debt" after an installment payment is charged and declined you agree to let us re-run your credit card for payment at a later date to resolve payment. The total charge of the unpaid bill and collection fees can amount to \$3,200.

If your card failed the first time, you permit the company to continue and try to charge your credit card and ship you the formula per your order once the 1st payment is accepted.

Order Choice

Introductory Offer (basic, Advanced or Premium): You pay the deeply discounted Conditional Price for the Formula and The Support, is as described in the price list and money back is only for a success video as described in the FAQ. Per company's policy, there is reward for failure and therefore no warranty, no money back.

Unconditional Offer (Custom Formula option in the price list): The price for



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The Formula and The Support is \$1580. You receive (1) 24/7 Support, response within 5 hours of request; and (2) 50% refund for any reason if you contact Customer Care within 30 days; (3) \$200-\$350 money back for success video; and (4) the Agreement not to Comment Negatively does not apply to you.

Service Hours

After your order has been shipped, the handling of the order goes to the Customer Care Department, which operates only in writing via The Website on the Customer Care page. The dedicated professionals who respond to inquiries understand the importance of providing accurate, timely and detailed responses. Therefore, all communication between Customers and The Service Department will be via electronic mail, which will allow the service professional time to research the issue and provide an appropriate response. Also, because the response might be lengthy, written communication will allow the Customer to review and revisit the response throughout the process. This will also help to ensure the success of the Formula. Answers to inquiries are generally provided within 24 hours. If inquiries are made on a non-business day, responses are usually made by the end of the next business day.



Shipping and Delivery Times

The Company makes reasonable efforts to ship orders within 2 weeks by Priority mail. The Customer is responsible for any taxes imposed, inside or outside of the United States. Once your order has been submitted, NO changes can be made to the order. At peak holiday times, shipping may take longer than usual.

You MUST also see Money Back / Return Page for further shipping details.

If The Customer chooses the option to sign for the package, he must choose "signature required" when ordering. If the "signature required" option is chosen, The Company will guarantee delivery and will reship at no extra charge if the package is not received by you.

The Company offers waiver of signature solely for The Customer's convenience. Customer understands that if Customer waives signature for delivery of the product, The Company is without recourse in the event of loss or theft of the Formula once USPS confirms delivery. Therefore, if Customer waives signature and The Company receives confirmation of delivery from USPS, then The Customer agrees to bear the burden of loss or theft and to

pay the charges for the Formula as agreed and will not to dispute payment for the product against The Company, and The Customer's sole recourse is to submit a claim to their credit card or insurer for loss or theft of the product. If this occurs, The Company will reship the product for an additional charge of \$150 to cover The Company's expenses.

The Customer acknowledges that The Company has no control over the delivery schedules of the USPS or any other delivery service. The Customer will have no claim against The Company due to delivery disruptions.

On occasion, The Company's orders surpass The Company's production capabilities and your order may enter a short waiting list. Generally, this information is posted as soon as you enter the site.



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Return & Refund Policy

Once your Qualification form was reviewed by the doctor and approved, the Formula is immediately prepared for you. If within 24 hours of submitting your application you have decided to place your order on HOLD you will not be charge until shipped. You can completely cancel your order within 24 hours of submitting your application **with no charge**. However, cancelation or refund are NOT possible once the Formula preparation has begun which is immediately when the doctor approves the qualification form and within 24 hours of submitting the application. **(no cancellations for Rush/Urgent orders)** The safety sticker on the box calls for your attention to the Terms of the use of the Formula but not to the Terms of the purchase. If you do not agree, do not use the Formula, but as stated herein, no refund is available.

You agree to CONTACT US FIRST with ANY QUESTION OR CONCERN before contacting your credit card company or PayPal to cancel or dispute payment. You understand that reporting a transaction you performed on this site as "unauthorized" may be illegal and might be considered as defamation. Any refunds for financial mistakes may take up to 10 days to process. Greater delays in refunds are likely to occur if you dispute a charge with PayPal as the funds are automatically put on hold until the dispute has been resolved.

You further agree that any report of any kind on the web will constitute defamation/slander and you agree to a predetermined compensation of \$100,000. You agree and understand that you can not talk badly about the Formula because of any frustration you might have with the support department or your misunderstanding.

An order is considered “shipped” 24 hours after it was submitted since production has begun for your specific order.

As with any food, food supplement, diet aid or even gastric bypass surgery, it is expected that a certain number of users might not react well to The Formula. It is also expected that, just like with any food, food supplement, diet aid or even gastric bypass surgery, there are a certain number of users who will not achieve the desired results **Nonetheless, similar to purchasing an over-the-counter product or having a gastric bypass surgery, no refunds will be considered under these circumstances.**

Responsibility

Use of the Formula should be made according to the instructions of use written on The Website. The Company cannot be accountable for The Customer's failure to follow the instructions or any unusual use. The Customer will not have any claim, allegation or demand against the Company or its manufacturer due to the qualities of The Formula, its abilities, limitations or suitability to the needs and demands of The Customer. The Company is not responsible for the measure of weight loss accompanying The Formula and The Support, since The Formula's success may be prevented by things outside The Company's control. Results, therefore, lie entirely in the hands of the Customer.

Content Ownership

All of the content and products on The Company's Website are owned by The Company. The Company claims all property rights, including intellectual property rights, for this content and no person/entity is permitted to infringe upon those rights. The Company will prosecute to the fullest extent of the law anyone who attempts to use or copy The Company's property. You agree not to copy content from The Company's Website without The Company's permission. Any requests to use The Company's content should be submitted to The Company by e-mail from The Company's contact page.

Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE FORMULA AND SUPPORT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



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PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FORMULA & THE SUPPORT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, SUCCESS, OR OTHERWISE. NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THE COMPANY'S PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to discontinue use of the site.



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Limitation of Liability

You acknowledge your use of this Website is at your sole risk and that you assume full responsibility for all the risks associated with any of your use of this Website

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND THE COMPANY'S AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF THE FORMULA OR THE SUPPORT; OR (C) ANY OTHER MATTER RELATING TO THIS WEBSITE.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA & SUPPORT. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S WEBSITE, FORMULA OR SUPPORT, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, THE FORMULA &/OR THE SUPPORT. IF ANY PORTION OF THIS LIMITATION OF

LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, hold harmless and, at The Company's option, defend The Company and The Company's affiliates, officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper or unauthorized use of this Website, The Company's Formula, or The Company's Support, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.



Testimonials, Pictures, & Demonstratives

The Customer's success in achieving their weight loss goal is very important to The Company. We know that visualization, instilling confidence and encouraging results is of the highest importance. Therefore, The Company invested, alongside the hundreds of real YouTube users, in a more perfect visualization of success stories done by paid actors so the user can realize that he/she can also succeed. Testimonials and endorsements reflect the experience that many of our customers have reported to The Company. All content on the Website, whether text, images, or video, belongs to The Company and no one can use, transfer, link to any part without permission.

Legal Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website will be brought only in the federal or state courts of the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. A printed version of these Terms, Conditions and Disclaimer and related materials will be admissible in judicial and administrative proceedings based upon or relating to these Terms, Conditions and Disclaimer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability of the Terms & Conditions

If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these Terms and Conditions are fully enforceable and legally binding.

BY CHECKING THE REQUIRED BOX PRIOR TO PLACING YOUR ORDER, YOU AGREE THAT YOU HAVE READ THE COMPANY'S AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY COMPLETELY BY ITS TERMS AND CONDITIONS.



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Important

- Gastric Bypass Surgery Cost
- Gastric Bypass Surgery Alternative
- Lap Band Surgery Alternative
- Gastric Sleeve Surgery Alternative
- Roux-en-Y Alternative
- Gastroplasty Alternative
- Bariatric Surgery Alternative
- Liposuction / Tummy Tuck Alternative



Consult The Doctor

\$35



Consult The Nurse

Before buying

FREE



Wiki Video



Site Map Tree

- FAQ
- Medical
- Compare
- Research

Terms of Visiting This Site

***RESULTS MAY VARY**

The site intends to introduce an advanced alternative to the dangerous weight loss surgeries such as gastric bypass, lap band, gastric sleeve, etc. FDA has not evaluated statements on this site and the Formula does not diagnose, treat, cure, or prevent any disease. Consuming the Formula without sufficient liquid may cause choking or other complications. Do not consume or use the Formula if you have difficulty in swallowing. Consult your doctor before buying/using the Formula, especially if you have ever had any medical and/or health related condition. All purchases are governed by the [Terms](#) page. This site is using visualization and persuasion that we consider appropriate to psychologically aid users to succeed in losing weight. Some of these efforts utilize paid actors. The information on this site supersedes any verbal information received from sales agents via phone or elsewhere. Support for any claims can be found in the Research section. The use of the term "gastric bypass", and any other similar terminology, is meant only to illustrate the desired effect of the Formula which consists of herbs/food supplements. Lap Band® is a registered trademark owned by Allergan, Inc. The various logos displayed on our site belongs to their respective trade mark holders and do not imply any endorsement. Shrinking stomach and mini stomach are trade marks just as over 10 others protected trade marks and are not intended to represent a medical state. V2 Aug2012

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Exhibit 2

My Nav
Add a Contact

First Name Last Name
Email

I have permission to send marketing to this address.

Mobile Phone Ext
Mobile ▼

Save

Success! was added to your contacts.

Find a contact...

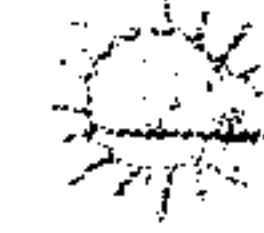
Contact ▼

- (/app/nav/start)
- (/CustomLink/searchFavorites.jsp)
- (http://marketplace.infusionsoft.com)
- (/Admin/editUserProfile.jsp)

- My Day (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.myDay)
- Dashboard (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.dashboard)
- Contacts (/app/nav/link?navSystem=nav.mynav&navModule=contact)
- Orders (/app/nav/link?navSystem=nav.mynav&navModule=order)
- Tasks (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.tasks)
- Users (/app/nav/link?navSystem=nav.mynav&navModule=user-profile)
- Lead Generation (/app/nav/link?navSystem=nav.mynav&navModule=leadGeneration)

(back to search results (/Reports/searchTemplate.jsp?reportClass=AllSales&action=none&view=resultsPage&goToSelected=true)) 7:59 AM (CDT) Diamondhead, MS

75° F



Alice King

General

HA

General

Formula	50-100 lbs to Lose for Women ▼
Q1 Link	50-100-lbs-to-lose-for-women ▼
Age	52
Feet	5
Inches	7
Procedure	Please select one ▼
Lbs	199
Lbs to lose	62

BMI 31.20

Overweight Years 15

Health Insurance Humana* ▼

key

Reasons

- Quantity eating
- Snacking all day
- Junk food
- High fat food
- Sweets
- Can't stop bad habits
- Bored
- Not exercising
- On fattening medication
- Physical limitations ▼

Fat related issues

- Cholesterol
- Heart issues
- High blood pressure
- Joints
- Breathing
- Sleeping problems / snoring
- Diabetes
- Chronic fatigue
- Constipation and diarrhea
- Other

Gender Female ▼
 Coach Call
 TeleStatus
 SId
 Site
 Tele Status Please select one ▼
 FUTime 12:00 AM ▼
 QPlusDate
 SaleDate
 TimeZone No options available ▼
 CoachNote
 CallTime No options available ▼
 2nd Pay Date
 3rd Pay Date

Weight Loss Surgery

Years ago Please select one ▼
 Type Please select one ▼
 Med complications Please select one ▼
 Lbs lost
 Lbs regained
 Note

Weight Loss Goal

I go by Pants ▼
 NON-effective Hoodia, Abs, Green Tea Extract, Topamax (Prescription), Acai Berry Concentrate, Weight Watchers, Weight Watchers
 SEMI-effective Phen - Fen, Topamax(Prescription - high dosages) with excessive exercise.
 Access fat disturbs As an ex athlete and working chef, I was injured. I blew out my back and had to stop working 7 years ago, I quit
 Sexuality Greatly affected ▼
 Current size
 Goal size 12

Commitment

Note I am truly committed to change. for one thing THE COST! Seriously. Another, I can't take living this way any longer, I can't
 Ugly 1 ▼

Created: System Tuesday, December 10, 2013 9:45 PM | Last Updated: Sharon King Tuesday, September 2, 2014 7:09 PM

Select an action ▼

Tasks & Appointments

This contact does not have any tasks or appointments

Completed Tasks

This contact does not have any tasks or appointments

Previous Appointments

This contact does not have any tasks or appointments

Notes

View All | Note Template... | Add Note

Updated	Assigned User	Details
09/02/2014	Sharon King	BBB BBB filed BBB CASE#: 67291232 https://westflorida.app.bbb.org/complaint/view/67291232/b/97e399v

12/10/2013	[Not Assigned]	Changed Info for Health Application This contact was modified on 12/10/2013 10:06 PM because of a discrepancy in data while updating. OLD INFORMATION: State=MS LastName=L._Yearsago=_Type=_Medcomplications=_Lbslost0=_Lbsregained...
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12/10/2013	[Not Assigned]	Changed Info for API - addWithDupeCheck This contact was modified on 12/10/2013 10:05 PM because of a discrepancy in data while updating. OLD INFORMATION: Phone1= Phone2= StreetAddress1= City= State=null PostalCode=null Country=null Add...
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Form Submissions

Internal Forms... | Fill Out

This contact does not have any form submissions

Recent Email History

Received Sent Campaign Notification Bounced

Email	Status	Date	Subject	EmailTo	EmailFrom	Template
[View]	<input type="radio"/> Clicked	12/13/2013 9:18 AM	Shipping Details	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Opened	12/13/2013 7:41 AM	APPROVED for Gastric Bypass Al	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Unopened	12/11/2013 3:56 PM	Order Received	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Opened	12/11/2013 1:07 PM	APPROVED for Gastric Bypass Al	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Clicked	12/11/2013 1:05 PM	Approval Status for Gastric By	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Opened	12/10/2013 9:06 PM	Order Received	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Unopened	12/10/2013 9:05 PM	Health Application #-Contact.I	dkinla@sbcglobal.net	Support@RocaLabs.com	None
[View]	<input type="radio"/> Unopened	12/10/2013 9:00 PM	Health Application for ~Contac	dkinla@sbcglobal.net	Support@RocaLabs.com	None

My Nav (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.myDay)

Start Page
[Customize Now](#)

- My Day (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.myDay)
- Dashboard (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.dashboard)
- Contacts (/app/nav/link?navSystem=nav.mynav&navModule=contact)
- Orders (/app/nav/link?navSystem=nav.mynav&navModule=order)
- Tasks (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.tasks)
- Users (/app/nav/link?navSystem=nav.mynav&navModule=user-profile)
- Lead Generation (/app/nav/link?navSystem=nav.mynav&navModule=leadGeneration)

- Edit
- Done

CRM (/app/nav/link?navSystem=nav.crm&navModule=contact)

- Contacts (/app/nav/link?navSystem=nav.crm&navModule=contact)
- Companies (/app/nav/link?navSystem=nav.crm&navModule=company)
- Opportunities (/app/nav/link?navSystem=nav.crm&navModule=opportunity)
- Referral Partners (/app/nav/link?navSystem=nav.crm&navModule=affiliate)
- Visitors (/app/nav/link?navSystem=nav.crm&navModule=visitors)

- Reports (/app/nav/link?navModule=nav.crm.reports)
- Settings (/app/nav/link?navModule=nav.crm.settings)

Marketing (/app/nav/link?navSystem=nav.marketing&navModule=funnel)

- Campaign Builder (/app/nav/link?navSystem=nav.marketing&navModule=funnel)
- Email & Broadcasts (/app/nav/link?navSystem=nav.marketing&navModule=broadcast)
- Lead Generation (/app/nav/link?navSystem=nav.marketing&navModule=leadGeneration)
- Templates (/app/nav/link?navSystem=nav.marketing&navModule=template)
- Legacy (/app/nav/link?navSystem=nav.marketing&navModule=legacy)

- Reports (/app/nav/link?navModule=nav.marketing.reports)
- Settings (/app/nav/link?navModule=nav.marketing.settings)

E-Commerce (/app/nav/link?navSystem=nav.accounting&navModule=coi)

- E-Commerce Setup (/app/nav/link?navSystem=nav.accounting&navMod)
- Orders (/app/nav/link?navSystem=nav.accounting&navMod)
- Products (/app/nav/link?navSystem=nav.accounting&navMod)
- Actions (/app/nav/link?navSystem=nav.accounting&navMod)
- Promotions (/app/nav/link?navSystem=nav.accounting&navMod)
- Legacy (/app/nav/link?navSystem=nav.accounting&navMod ECOMM)

- Reports (/app/nav/link?navModule=nav.accounting.reports)
- Settings (/app/nav/link?navModule=nav.accounting.settings)

Tools
Dashboard (/Admin/home.jsp?revertCalUser=true)
My Day (/app/myDay/home?tab=workingTab)
Calendar (/app/myDay/home?tab=calendarTab)
Tasks (/app/myDay/home?tab=tasksTab)
Inbox
Files (/Admin/myFiles.jsp)

Recent

- Alice King
(/Contact/manageContact.jsp?
view=edit&ID=9321&Sidebar=true)
- Order #1395
(/Job/manageJob.jsp?
view=edit&ID=1395&Sidebar=true)
- Patti McGowan
(/Contact/manageContact.jsp?
view=edit&ID=215338&Sidebar=true)
- Thomas Olejar
(/Contact/manageContact.jsp?
view=edit&ID=215140&Sidebar=true)
- Order #48516
(/Job/manageJob.jsp?
view=edit&ID=48516&Sidebar=true)
- Johann Peart
(/Contact/manageContact.jsp?
view=edit&ID=210292&Sidebar=true)
- C Lareatha / Clarrisa Ward
(/Contact/manageContact.jsp?
view=edit&ID=210798&Sidebar=true)
- Order #48930
(/Job/manageJob.jsp?
view=edit&ID=48930&Sidebar=true)
- Evelyn Quai
(/Contact/manageContact.jsp?
view=edit&ID=178239&Sidebar=true)
- Order #40997
(/Job/manageJob.jsp?
view=edit&ID=40997&Sidebar=true)

Your Favorites Edit

(/CustomLink/searchFavorites.jsp)

my links

my searches

Marketplace

Apps

(http://marketplace.infusionsoft.com/apps)

Consultants

(http://marketplace.infusionsoft.com/consultants)

Developers

(http://marketplace.infusionsoft.com/developers)

Campaigns

(http://marketplace.infusionsoft.com/campaigns)

Hi, Sharon!

Edit My Profile (/Admin/editUserProfile.jsp)

Manage Accounts

(https://signin.infusionsoft.com/app/central/home)

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Your Accounts

ae160 (https://ae160.infusionsoft.com)

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Page Help

User Guide

(http://ug.infusionsoft.com)

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(http://help.infusionsoft.com/training/Videos)

Submit a Support Case

Marketplace

(http://marketplace.infusionsoft.com)

User Community

(http://community.infusionsoft.com)

Exhibit 3

My Nav
Add a Contact

First Name | Last Name
Email

I have permission to send marketing to this address.

Mobile | Phone | Ext
Mobile ▼

Save
Success! was added to your contacts.

Contact ▼ Find a contact...
(/app/nav/start)
(/CustomLink/searchFavorites.jsp)
(http://marketplace.infusionsoft.com)
(/Admin/editUserProfile.jsp)

- My Day (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.myDay)
- Dashboard (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.dashboard)
- Contacts (/app/nav/link?navSystem=nav.mynav&navModule=contact)
- Orders (/app/nav/link?navSystem=nav.mynav&navModule=order)
- Tasks (/app/nav/link?navSystem=nav.mynav&navModule=nav.home.tasks)
- Users (/app/nav/link?navSystem=nav.mynav&navModule=user-profile)
- Lead Generation (/app/nav/link?navSystem=nav.mynav&navModule=leadGeneration)

(back to search results (/Reports/searchTemplate.jsp?reportClass=AllSales&action=none&view=resultsPage&goToSelected=true))

Order Information

Contact Information

Alice King
Alice King (/Contact/manageContact.jsp?view=edit&ID=9321)

(Select a different contact...)
Search
dkinla@sbcglobal.net
(228) 202-5758

Order Information

Order Title: Order: Action Set
Order Date: 12-12-2013
Order Type: Offline ▼
PAY STATUS: PAID
Order Notes:

Shipping Address...

First Name: Alice
Middle Name:
Last Name: King
Company:
Phone: (228) 202-5758
Street 1: 7855 Hilo Way
Street 2:
City: Diamondhead
State: MS
Zip: 39525
Country: United States ▼

Lead Referral Partner: Lead Referral Partner Name ▼ ?
Sale Referral Partner: Sale Referral Partner Name ▼ ?
Invoice Template: Use default template ▼

Promo Codes...

Edit Promo Codes

Source Information

Tracking No information is available

Order Items

Name	Price/Unit	Type	Total Price	Fulfillment	Modify Fulfillment	Remove
Basic Procedural Kit w/ Health Insurance Discount	\$480.00 x 1	Product	\$480.00	N/A	N/A	Remove
Shipping	\$18.50 x 1	Product	\$18.50	N/A	N/A	Remove
Health Application Deposit	-\$17.00 x 1	Product	-\$17.00	N/A	N/A	Remove
ORDER TOTAL			\$481.50			

Payments

Date	Type	Status	Amount	Note
12/13/2013	Credit Card	APPROVED (Visa xxxxxxxxxxxx6754)	\$481.50	Auto-charge for Invoice #1395
Payment Total			\$481.50	
BALANCE			\$0.00	

Commissions

Recalculate

Referral Partner	Commission	Item	Sold	Earned
------------------	------------	------	------	--------

Payment Plan

Auto Charge: No [View Payment Attempt History]


Email the invoice to the customer upon successful payment

Pmt #	Status	AmtDue	Paid	Date
Pmt 1	Paid	\$481.50	\$481.50	12/12/2013

1.32.0.71 edit-job

My Nav (/app/nav/link? navSystem=nav.mynav&navModule=nav.home.myDay)

Start Page



Customize Now

- My Day (/app/nav/link? navSystem=nav.mynav&navModule=nav.home.myDay)
- Dashboard (/app/nav/link? navSystem=nav.mynav&navModule=nav.home.dashboard)
- Contacts (/app/nav/link? navSystem=nav.mynav&navModule=contact)
- Orders (/app/nav/link? navSystem=nav.mynav&navModule=order)
- Tasks (/app/nav/link? navSystem=nav.mynav&navModule=nav.home.tasks)
- Users (/app/nav/link? navSystem=nav.mynav&navModule=user-profile)
- Lead Generation (/app/nav/link? navSystem=nav.mynav&navModule=leadGeneration)

- Edit
- Done

- Tools
- Dashboard (/Admin/home.jsp? revertCalUser=true)
 - My Day (/app/myDay/home? tab=workingTab)
 - Calendar (/app/myDay/home? tab=calendarTab)
 - Tasks (/app/myDay/home? tab=tasksTab)
 - Inbox
 - Files (/Admin/myFiles.jsp)

- Recent
- Order #1395 (/Job/manageJob.jsp? view=edit&ID=1395&Sidebar=true)
 - Alice King (/Contact/manageContact.jsp? view=edit&ID=9321&Sidebar=true)
 - Patti McGowan (/Contact/manageContact.jsp? view=edit&ID=215338&Sidebar=true)
 - Thomas Olejar (/Contact/manageContact.jsp? view=edit&ID=215140&Sidebar=true)
 - Order #48516 (/Job/manageJob.jsp? view=edit&ID=48516&Sidebar=true)
 - Johann Peart (/Contact/manageContact.jsp? view=edit&ID=210292&Sidebar=true)
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 - Order #40997 (/Job/manageJob.jsp? view=edit&ID=40997&Sidebar=true)

- Your Favorites Edit (/CustomLink/searchFavorites.jsp)
- my links
 - my searches

- Marketplace
- Apps (http://marketplace.infusionsoft.com/apps)
 - Consultants (http://marketplace.infusionsoft.com/consultants)
 - Developers (http://marketplace.infusionsoft.com/developers)
 - Campaigns

CRM (/app/nav/link? navSystem=nav.crm&navModule=contact)

- Contacts (/app/nav/link? navSystem=nav.crm&navModule=contact)
- Companies (/app/nav/link? navSystem=nav.crm&navModule=company)
- Opportunities (/app/nav/link? navSystem=nav.crm&navModule=opportunity)
- Referral Partners (/app/nav/link? navSystem=nav.crm&navModule=affiliate)
- Visitors (/app/nav/link? navSystem=nav.crm&navModule=visitors)

- Reports (/app/nav/link? navModule=nav.crm.reports)
- Settings (/app/nav/link? navModule=nav.crm.settings)

Marketing (/app/nav/link? navSystem=nav.marketing&navModule=funnel)

- Campaign Builder (/app/nav/link? navSystem=nav.marketing&navModule=funnel)
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- Legacy (/app/nav/link? navSystem=nav.marketing&navModule=legacy)

- Reports (/app/nav/link? navModule=nav.marketing.reports)
- Settings (/app/nav/link? navModule=nav.marketing.settings)

E-Commerce (/app/nav/link? navSystem=nav.accounting&navModule=co)

- E-Commerce Setup (/app/nav/link? navSystem=nav.accounting&navMod)
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- Promotions (/app/nav/link? navSystem=nav.accounting&navMod)
- Legacy (/app/nav/link? navSystem=nav.accounting&navMod ECOMM)

- Reports (/app/nav/link? navModule=nav.accounting.reports)
- Settings (/app/nav/link? navModule=nav.accounting.settings)

<http://marketplace.infusionsoft.com/campaigns>)

Hi, Sharon!

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[Manage Accounts](#)

<https://signin.infusionsoft.com/app/central/home>)

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<http://ug.infusionsoft.com>)

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<http://help.infusionsoft.com/training/Videos>)

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<http://marketplace.infusionsoft.com>)

[User Community](#)

<http://community.infusionsoft.com>)

Exhibit 4

Re: Chat with Alice King

52341 CLOSED

Roca Labs Coach added a note

Jan 15, 2:06 pm

L/M

Alice Cinotto replied

Jan 15, 1:49 pm

Coach Roxie,

Now that I've gone through half of the Shake/pudding stuff and the Anti-Cravings and haven't lost any weight and I've written to complain about it, so your legal department thought they would try to intimidate me, now ya'll want to "Coach" me through the procedure?

Sure, why not? My number is : 228 202 5758. I'll be here until 5:30 pm, then I'm going to the gym where I have been working out every day since I got this "Guaranteed to work" formula, for a new program they have started for people who can't seem to lose weight. Yeah, it's that bad, I'm giving myself another 60 days to loose weight or I've had it so give me a call and let's see what your miracle in a shake can do.

Roca Labs Coach replied

Jan 15, 12:38 pm

Hi Dusty,

Would you like for me to call and discuss the Procedure? Please let me know a good contact number and when you can be reached.

Thanks
Coach Roxie

Alice Cinotto replied

Jan 15, 12:17 pm

Dear legal dept.

At no time did I ever say I was trying to get any money back after you told me I was ineligible for a refund for your crappy product that doesn't work.

The email you attached it purely what I, me personally, thinks of this company and it's product and those who run it. At no time did I say I would go screaming to the internet and start a campaign against your company, though it is all within my right, despite what your joke of a contract says. No one and I do mean no one in the United States of America can sign away any of their rights, especially the freedom of speech. So just get over yourselves on that idea. Good try at intimidating, which is by the way, against the law.

I have just re-read my email for a 3rd time and NO WHERE does it say I want my money back. It is an explanation of frustration and anger, nothing more nothing less. If you people are too dim witted to know the difference I feel badly for you.

I truly do not want to ever hear from you again. I thought I had made myself clear previously, but you're trying to intimidate me and that is laughable. So stop contacting me and go about your nauseating ways

Bye-bye,
Dusty King

Roca Labs Coach replied

Jan 14, 9:23 pm

 Roca Labs Coach

Hi Alice ,

The legal department requested that you read carefully the entire response.

Roca Labs is striving to help people win the fight against fat and goes the extra mile to help their customers succeed. By searching for reviews of Roca Labs on the web you can see the tens of thousands of success stories. We would like our customers to continue to succeed and not be discouraged by false allegations that are posted on the web. We would also like you to become one of our success stories. We encourage you to reach out to our customer support team for successful tips on how to become a winner against the fight on fat!

All the information (such as: return policy or ingredients) regarding the Formula was explained clearly in big letters and in video prior to your purchase. It was done in a very clear way, repeatedly and even in video. Yet, you are demanding money which **you do not deserve** under the Terms or you threaten to hurt the company with slander and defamation if you will not be paid.

You should be aware that your email seems to constitute an illegal extortion. We are waiting for the legal team to instruct us if to file a police report. Furthermore, Florida still has criminal defamation laws by statute 836.05 Threats; extortion.--Whoever, either verbally or by a written or printed communication, maliciously threatens to accuse another of any crime or offense, or by such communication maliciously threatens an injury to the person, property or reputation of another, or maliciously threatens to expose.....

Florida still has **criminal defamation laws by statute**. See § 836.01-836.11

Section 836.05, Fla. Stat. appears to remain valid which makes it a crime to commit defamation or libel to extort money or gain a pecuniary

advantage in the process. The statute states in relevant part that a person who "maliciously threatens an injury to the person, property or reputation of another, or maliciously threatens to expose another to disgrace... shall be guilty of a felony of the second degree".

836.01 Punishment for libel.--Any person convicted of the publication of a libel shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

836.05 Threats; extortion.--Whoever, either verbally or by a written or printed communication, maliciously threatens to accuse another of any crime or offense, or by such communication maliciously threatens an injury to the person, property or reputation of another, or maliciously threatens to expose another to disgrace, or to expose any secret affecting another, or to impute any deformity or lack of chastity to another, with intent thereby to extort money or any pecuniary advantage whatsoever, or with intent to compel the person so threatened, or any other person, to do any act or refrain from doing any act against his or her will, shall be guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

836.11 Publications which tend to expose persons to hatred, contempt, or ridicule prohibited.--

(1) It shall be unlawful to print, publish, distribute or cause to be printed, published or distributed by any means, or in any manner whatsoever, any publication, handbill, dodger, circular, booklet, pamphlet, leaflet, card, sticker, periodical, literature, paper or other printed material which tends to expose any individual or any religious group to hatred, contempt, ridicule or obloquy unless the following is clearly printed or written thereon:

(a) The true name and post office address of the person, firm, partnership, corporation or organization causing the same to be printed, published or distributed; and,

(b) If such name is that of a firm, corporation or organization, the name and post office address of the individual acting in its behalf in causing such printing, publication or distribution.

(2) Any person, firm or corporation violating any of the sections of this statute shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

As we have to defend the truth of our business and as Roca Labs is helping 10's of thousands of people to fight obesity as you can see by all the success videos and blogs posted on the web. Please be advised that we had similar case like this and she is being sued for damages of hundred of thousands of Dollars with recent court decision that she can not avoid the legal proceedings in the Florida court.

Based on your threat, we will have no choice but to assume that any defamation or slander on the web in any "anonymous" name will be yours and the legal department will have to take to court against you.

We encourage you to reach out to our customer support team for successful tips on how to become a winner against the fight on fat!

Thank you

Terese B. Success Coach 02

Alice Cinotto replied

Jan 14, 9:13 pm

Just to let you know you guys are scammers. I have done EVERYTHING I was supposed and have lost a lousy 10 pounds and that is only water weight. I have been to the gym every day, I have been eating a low carb, hit porting diet under 1,000 calorie diet and had you shake, you appetite suppressant.

I am disgusted by this company, I don't give a damn about you terms and conditions, you have a product that is bullshit and you are liars. Sleep with that for the rest of your lives.

Roca Labs Coach replied

Jan 14, 2:20 pm

Hi Alice,

You placed your order on 12/11/2013 4:56 PM We love our customers and our staff is working 24 hours a day to complete incoming orders.

Cancellation can ONLY be done within 14 hours of submitting your health application.

Cancellation can be done by contacting our support desk at: Support@RocaLabs.com within 14 hours of submitting your health application only. The \$17 charge is non refundable since the application evaluation already took place.

Cancellation is no longer possible according to [the Return and Cancellation Policy](#).

You were made aware of Roca Labs very clear return policy and it is stated to every customer in numerous places prior to buying:

1. [On the FAQ](#)
2. In a video about the return policy
3. On the Qualification Form
4. on the [Return](#) page
5. On the payment page
6. On the kit's seal in big letters
7. In a video about the commitment to the process
8. [Term & Conditions](#)

We remind you that you have agreed to all [terms](#) when placing your qualification form and are responsible for payment.

You should know that we are here to assist you in reaching your weight loss goal and AVOID the dangerous gastric bypass surgery.

Bottom Line

We are sorry, but we don't accept returns in anyway, but we will help you succeed.

You want Money Back?

Roca Labs loves to reward for success. That is why the ONLY way to get money back is to SUCCEED. Roca Labs does not reward failure and there are no returns whatsoever (similar to the gastric bypass surgery procedure).

Most importantly, the Roca Labs medical team wishes you luck in achieving your weight loss goals and gaining better health and appearance.

Let us help you achieve your weight loss goals with the world's strongest non-surgical solution.

Thanks
Coach Roxie

Alice Cinotto started the conversation

Jan 14, 1:48 pm

 Anyone

- I have had my Kit for weeks now and only lost 4 pounds. I have followed the instructions and still, nothing. What can I do to get my money back?

On 01/14/2014 from Mississippi, United States with IP address: 98.89.161.116
Platform: MacIntel
URL: <http://rocalabs.com/support/instructions/ask-us/>

Customer Profile**Alice Cinotto**

Diamondhead, Mississippi, US

dkinla@sbcglobal.net

(228) 202-5758



[change customer](#)

Exhibit 5

BBB CASE#: 67291232

Complaint filed by:	Dusty King (More)
Complaint filed against:	Roca Labs Nutraceutical USA (More)
Complaint status:	Reminder of Dispute to Business (More)
Case Description :	<p>Do not buy this product. Roca Labs are misrepresenting themselves as weightless specialists. They are nothing but fraudsters and cheaters.</p> <p>About a year ago I bought this horrible product to lose weight, I spent \$480.00 for the basic kit, I didn't want to get into deep right at first. So I got the kit and followed the directions to a T. Eat the shakes, eat the pudding, eat healthy foods, go to the gym, all of it. I didn't lose one pound. When I emailed them to try and get my money back, since there was supposed to be a money back guarantee, they refused. I didn't follow the directions according to the terms and conditions, you know the 12 pages of super fine print that no one on planet Earth can understand.</p> <p>I told them they were full of it and I would start bad mouthing them from here to kingdom come. They responded with threatening to sue me, because according to their "Terms & Conditions" customers aren't allowed to complain about their terrible non-working product.</p> <p>Whatever you do do not buy this product. They are lying cheating SOB's that steal your money and your time and soul, if you let them. (Less)</p>
Category:	Sales Practice Issues
Case opened date:	09/02/2014
Case closed date:	
Desired Resolution:	I tried to get my money back from them for months and I finally got tired of fighting with them.... (More)

Exhibit 6

VERIFICATION

BEFORE ME, the undersigned authority, personally appeared Don Juravin, upon being duly sworn, deposes and states:

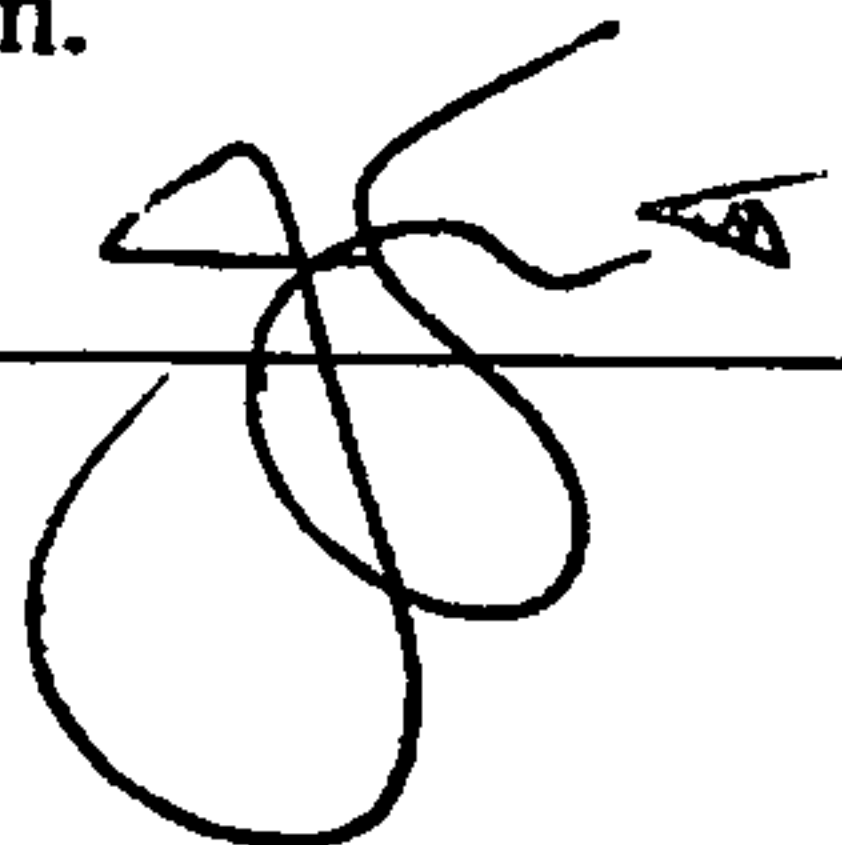
I. I DON JURAVIN am Vice President of Roca Labs, Inc. and I have reviewed the foregoing and acknowledge that the matters raised are true and correct and irreparable harm and damage will result if the relief is not granted.

FURTHER AFFIANT SAYETH NAUGHT.



Don Juravin

Sworn To and subscribed before me on this 8th day of September, 2014, by Don Juravin, who is personally known to me or who has produced Florida Driver License as identification.



NOTARY PUBLIC, State of Florida

My Commission Expires

