TAZ:TJM:boc:1283 G.C. 274-84-F 24 HOUR DIET PLAN $\frac{20/7}{25}$

UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260-1112 5 74: 20

In the Matter of the Complaint Against)

OCT 5 1984

GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a

GENERAL NUTRITION CENTERS
GENERAL NUTRITION CORPORATION, and
NATURAL SALES COMPANY
921 Penn Avenue

at

Pittsburgh, PA 15222-3891

P.S. Docket No. 2 0 /7

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

- 1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. § Ad. News (97 Stat.) 1351.
- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing

and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.

- 3. Respondents attract attention to said scheme by means of direct mail catalogs and advertisements appearing in publications of general circulation all of which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh PA 15222-1878.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of those referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The products contained in the 24 HOUR DIET PLAN will, in an of themselves, cause a substantial weight loss exclusive of any diet or exercise;
 - (b) The glucomannan component of the 24 HOUR DIET PLAN has properties which play a significant role in causing an average weight loss of "up to 10 pounds in two weeks"; and

- (c) The amino acid component of the 24 HOUR DIET PLAN will, in and of itself, cause a significant loss of weight without the necessity of adhering to a low calorie diet.
- 6. The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX
General Counsel,
Complainant

George C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebarth

Counsel for Complainant Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1112 (202) 245-4385

Timothy J. Manoney

Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784

A NEW ONC EXCLUSIVE! LOSE WEIGHT EVEN AS YOU SLEEP!!

THILE OUR 24 HR. DIET PLAN HELPS YOU LOSE UP TO 10 LBS. IN TWO WEEKS . . .

GUARANTEED!!

Fiber To melo You Feel Less Hungry

2 AMINO (Fat Burner) Helps your system burn fat...even while you sleep!

You need all the herb you can get to lose weight—and GNC is 3-way 24 HR Fist Atlack gives it and them-some! It's so effective that we guarantee the only thing you will took at weight—up to 10 pounds in four-

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YOU FEEL LESS HUNGRY.



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Seneral Nutrition Guarantees you must 'ose up to 10 lbs in

GUARANTEE

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wo weeks or we will refund your money promptly and in full—you have nothing to lose. except pounds!!

MPORTANT IF YOU READ NOTHING ELSE... WE UNCE YOU TO PLEASE READ THIS. THE 24 HR FAT ATTACK DIET PLAN IS for people and only repeat only leed that weight oas should become naturally using only natural time. HORE WONDERS

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GRAPEFRUIT DIET PLAN

For over 15 years, people have used the ingredient found in our grapefruit diet tablets to lose weight. Our grapefruit diet tablets have Phenylpropanoiamine HCI. We take this fat fighting substance, concentrate it, and fortify it with Vitamins C and E. The result is a diet tablet that's guaranteed to help you lose weight easily naturally, and to do it fast. Bonus! Free Grapefruit Diet Plan Included! Contains no caffeine.

90-No. 0779-12 \$2-99 \$2.29 180-No. 0779-32 55-49 \$5.99 270-No. 0779-22 58-99 \$8.29



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• 3 Flavors • includes Diet Plan

• 2 Grams of Fiber Per Serving • Same Formula

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DIET FAST" STRAWBERRY 1423-11 16 02. \$5.99 1422-11 16 oz. \$5.99

SAVE \$2.80

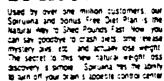


HURBAL DIET

weight the natural way! Our Herbal Weight coss capsules combine 11 of nature's all-time proven herbs and soces that can help you to shed the extra pounds you want to lose and do it all naturally Each 470 mg capsule con-tans Chickweed, Saffron Burdock Root, Parsley Keip, Liconce Root, Fennet

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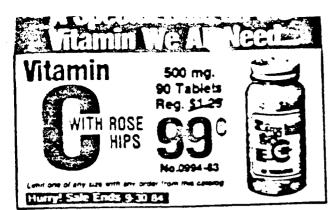
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COMPLAINANT

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418 Wood Preet
Pittsburg. A 15222

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CONTRACT INCIDENCE CONFORMATION

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

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ATTACHMENT A

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DATE:

TO THE POSTMASTER

AT

Pittsburgh, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of the 24 HOUR DIET PLAN

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order issued Against Addresses For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the unders. If the outside of the mail fails to contain information necessary to permit return to the under, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

PS Docket No.	:G.C. <u>274-84-F</u>	
	,	udicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of 24 HOUR DIET PLAN or any similar
product, by which they seek the remittance of money or property
through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The products contained in the 24 HOUR DIET PLAN will, in an of themselves, cause a substantial weight loss exclusive of any diet or exercise;
 - (b) The glucomannan component of the 24
 HOUR DIET PLAN has properties which play a
 significant role in causing an average weight
 loss of "up to 10 pounds in two weeks"; and
 - (c) The amino acid component of the 24 HOUR DIET PLAN will, in an of itself, cause a significant loss of weight without the necessity of adhering to a low calorie diet.

- 2. Failing to make a clear and conspicuous disclosure of the necessity of adhering to a reduced calorie diet or a program of exercise or both in connection with the advertising of any product intended for use as an adjunct to a weight loss program except under the conditions specified in paragraph 3, below.
- 3. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product will cause a significant weight reduction without the necessity of diet or exericse or both unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) two clinical studies
 - (b) conducted in accordance with generally accepted scientific procedures
 - (c) by qualified persons, independent of Respondents or their agents, representatives or employees
 - (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 4. Making any specific weight loss claims for any product except to the extend supported by scientific evidence as required in paragraph 3 above.

5. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC.	P.S. Docket Nos. 19/186 20/8 19/187 20/22
A Corporation d/b/a) GNC) GENERAL NUTRITION CENTERS) NATURAL SALES COMPANY) 921 Penn Avenue)	19/188 20/23 20/4 20/24 20/5 20/26 20/6 20/27 • 20/7•
) at) Pittsburgh, PA 15222-3891)	

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEI

BY: / Marie N.

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 274-84-F 24 HOUR DIET PLAN

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.)

A Corporation d/b/a)

GNC)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

921 Penn Avenue)

at)

Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	_day	of_	February	, 1985.

GENERAL NUTRITION CORPORATION, A Corporation

Ву:

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITHESS:

Name

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

24 HOUR DIET PLAN P.S. Docket No. 20/7

0072Z G.C. 274-84-F 24 HOUR DIET PLAN

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/7

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of 24 HOUR DIET PLAN or any similar
product, by which they seek the remittance of money or property
through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The products contained in the 24 HOUR DIET PLAN will, in and of themselves, cause a substantial weight loss exclusive of any diet or exercise;
 - (b) The glucomannan component of the 24 HOUR DIET PLAN has properties which play a significant role in causing an average weight loss of "up to 10 pounds in two weeks"; and
 - (c) The amino acid component of the 24 HOUR DIET PLAN will, in and of itself, cause a significant loss of weight without the necessity of adhering to a low calorie diet.

- 2. Failing to make a clear and conspicuous disclosure of the necessity of adhering to a reduced calcrie diet or a program of exercise or both in connection with the advertising of any product intended for use as an adjunct to a weight loss program except under the conditions specified in paragraph 3, below.
- 3. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of dietary fiber, amino acids, vitamins or minerals, or any combination thereof will cause a significant weight reduction without the necessity of diet or exercise or both unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) one or more clinical studies
 - (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
 - (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 4. Making any specific weight loss claims for any product consisting of dietary fiber, amino acids, vitamins or minerals, or any combination thereof except to the extent supported by scientifc evidence as required in paragraph 3 above.

5. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 3, above.

Judicial Officer

January , 1985

Dear Customer:

The United States Postal Service has suggested that the advertisement to which you responded for our 24 Hour Diet Plan may lead you to believe that the products contained in this plan will, in and of themselves, cause you to lose weight without the need to do anything more. While we have contested that interpretation of our advertisement, we wish to be sure that you understand our representations for this product.

We believe that Glucomannan, used as directed in conjunction with a reduced calorie diet such as the 1,200 calorie diet which accompanies our product or some other similar calorie reduced diet of your choice, will act as a useful adjunct to such diet in that it will help produce a feeling of fullness, making it easier for you to adhere to such a diet. Thus, we believe that the Glucomannan product in our 24 Hour Diet Plan helps provide a sensation of fullness, without added caloric value, thereby enabling a user who desires to lose weight to eat significantly less food and to adhere to a calorie reduced diet.

We also represent that a user of the 24 Hour Diet Plan, who adheres to the reduced calorie diet and consumes Glucomannan as directed, as an adjunct to such plan for a feeling of fullness, may easily experience a weight loss of as much as five pounds for the first ten days in the loss of body fluids and fat, or ten pounds in two weeks, and then further weight losses of body fat at a slower rate of one pound per week or more thereafter so long as the user adheres to the 24 Hour Diet Plan program.

Research on the effectiveness and mechanism of Glucomannan continues. We have clinically tested Glucomannan in our scientific laboratories. The test group given Glucomannan lost more weight than the control group not given it. No undesirable side effects were reported. These exciting results were put to use in the development of the 24 Hour Diet Plan.

Our 24 Hour Diet Plan, in addition to Glucomannan, and the accompanying calorie reduced diet, also provides you with Preventron Multiple Vitamin and Mineral Tablets containing 53 ingredients including vital vitamins, minerals and nutrients and amino blend capsules containing amino acids ornithine, arginine and tryptophane for nutritional insurance while losing weight.

If upon reading the foregoing, you do not wish to use our product, please return it to us and we will promptly refund your remittance plus postage. Remember that if you decide to follow our program and are dissatisfied for any reason whatsoever, we stand behind our unconditional money back guarantee.

GENERAL NUTRITION CORP.

P.S. For your information, we are enclosing a copy of our revised advertisement.

24 HOUR DIET PLAN

A Fantastic Combination Of Natural Fiber Plus Our Top Vitamin-Mineral & Nutritional Supplement Products And Our 1200 Calorie Diet Plan - Can Help You Lose Up To 10 lbs. In Two Weeks.

The GNC 24 Hour Diet Plan attack on fat includes our clinically tested Glucomannon to help you reach your weight loss goal. How? By following our unique 24 Hour Diet approach - Here's what you get to attack those excess pounds.

GLUCOMANNON - This is the heart of our diet plan. centuries the Japanese have used a jelly made from the Konjac Tuber to add dietary fiber as an aid for weight control and digestive regularity. Now advanced research brings you the active fraction of this same natural tuber in the form of easy to take Glucomannon. Used as directed, in conjunction with a reduced calorie diet such as the 1200 Calorie Diet which accompanies our plan, or some other similar calorie reduced diet of your own choice, Glucomannon will act as a useful adjunct which helps to produce a feeling of fulness making it easier for you, if you really want to lose weight, to eat less and adhere to the 24 Hour Diet Plan. Experience weight loss of body fluids and fat of as much as five pounds for the first ten days or ten pounds in two weeks and a more moderate rate of fat loss thereafter so long as you follow the plan. In a clinical test conducted in our laboratories the test group given Glucomannon lost more weight than the control group without Glucomannon.

PREVENTRON TABLETS & AMINO BLEND CAPSULES - While losing weight don't forget about nutrition. The 24 Hour Diet Plan remembers. We include Preventron, one of our best multi-vitamin formulas and Amino Blend Capsules that look after your nutritional well being while shedding pounds. You get 53 ingredients including vital vitamins, minerals and nutrients in Preventron and Amino Blend Capsules contain amino acids ornithine, arginine and tryptophane. You get nutritional insurance while losing weight. Make sure your body isn't losing its nutritional coverage while losing weight.

The 24 Hour Diet Plan with Glucomannon, Preventron, Amino Blend Capsules and our special 1200 Calorie meal plan may help you reach your weight loss goal without dangerous drugs, brutal exercises or starvation diets.

 $\frac{GUARANTEE}{\text{Coneral Nutrition guarantees you must lose up}} \\ \text{to 5 pounds in 10 days or 10 pounds in two weeks or we will refund your money promptly and in full. You have nothing to lose except pounds.} \\$

TAZ:boc:968
G.C. 342-83-F
GLUCOMANNAN

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1100

In the Matter of the Complaint Against) January 30, 1984
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS) } } P.S. Docket No. /8//08
GENERAL NUTRITION CORPORATION, and NATURAL SALES COMPANY 921 Penn Avenue at Pittsburgh, PA 15222-3891))))

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005, com
plains and alleges as follows:

1. Respondents, General Nutrition Corporation and General Nutrition Center, Inc. are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business

located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.

- 2. Respondents attract attention to said scheme by means of direct mail catalogs and advertisements placed in publications of general circulation all of which invite the readers to remit money or property through the mail to various addresses throughout the United States controlled by them.
- 3. Attached hereto as Exhibits ONE through EIGHT are copies of advertisements used by Respondents typical of those referred to in paragraph 2.
- 4. By means of such materials and other similar thereto Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The use of GLUCOMANNAN as directed will cause an overweight person to eat significantly less food;
 - (b) The use of GLUCOMANNAN as directed will cause significantly fewer calories to be absorbed by the body;
 - (c) The use of GLUCOMANNAN will cause an overweight person to lose as much as 1/2 to one pound per day...at least five pounds in ten days without the necessity of any conscious dieting; and

- (d) The representations as to efficacy of GLUCOMANNAN as alleged in subparagraphs (a) through (c), above, have been established by competent clinical tests.
- The representations set forth in paragraph 4 are 5. materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel

Complainant

Ву:

George C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebarth

Counsel for Complainant Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W. Washington, D.C. 20260-1100

(202) 245-4385

Roderick P. Sullivan, Jr.

Counsel for Complainant Regional Inspector/Attorney

Eastern Region

P.O. Box 3000

Bala Cynwyd, PA 19004

 $(215) \overline{668} - 4784$



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New Delicious Chewable Tablets

Here's natures finest pure Police that we've taken and made rate a downing the cross chewaths saide.

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to other vitamins, and can be helpful in letting you get to sleep fast!

PRODUCT NO. QUANTITY 100 mg Tablets 100 No.-0831-12 500 mg Tablets 30

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United States Postal Service

COMPLAINANT'S Exhibit ONE

actually blocks up to 600 calones per meal. The higher your diet is in starchy, delicious foods, the more calones STARCH BLOCK can out out. Order Now!

30-Na 1087-31 \$7.99 100-Na 1887-21 \$19.99

The weight loss secret that's been in the Orient for 1,500 years. For over 15 centuries the Japanese have used this rare natural fiber to stay slim and tose weight. Now you can do the same! Glucomannan is in easy to take capsule form, Simply take two before each meal and this all natural fiber starts to absorb liquid and swell to form a high fiber get You feel plessantly full ... eat less ... and start to lose weight, it's that simple! Don't carry those extra pounds around anymore! Give them to

Glucomannen today 90-No. 1085-11 \$14.9 -120-No. 1085-21 .. \$26.99



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Glucomannan



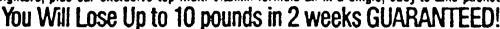
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"I want to compliment you on your University Diet. I've lost 41 pounds. I think it's a great diet plan." L. W., West Unity, OH.

FINALLY...The No Nonsense Natural Way for You to Diet is Here! INTRODUCING...THE PRACTICAL DIET PLAN

Here's the double action diet plan that gives you two of Natures most potent alf-natural fat fighters, plus our exclusive top Multi-Vitamin formula all in a single, easy-to-take packet.





The Practical Diet Plan is the new scientific diet that all ordinary diets look up to. Why, because only the Practical Diet Plan gives you two proven natural fat fighters plus one of our top multi-vitamins in one easy to take packet. Many diets offer weight loss. Some make unrealisitic claims, some give you weird chemical formulas, and some some make unrealistic cuerns, some give you make make there's why: really don't work at all! The Practical Dust Plan really works. Here's why:

GLUCOMANNAN

Natures Hidden Secret of Weight Less."

Glucomannan, the dietary fiber does one thing, and does it well...it absorbs liquid. and forms a high fiber gel so you need less food to feel full. It seems to "switch off your hunger center so you honestly feel full. You eat less...take in less calories...and get the important foor benefits that research has shown is so important,

The amazing fat fighting discovery from deep fresh water lakes."

Spirulina is a superb prolein-rich food that acts to "turn off" your hunger center in your brain. You get a natural will power helper to say no to seconds, and high calorie goodies that in the past have tipped your scale upward.

"An exclusive formula that gives you vital minoral, vitamin, and other actriant insurance while dieting.

When you diet, your calorie intake should be reduced. In most cases, it almost becomes impossible to meet your daily vitamin and mineral needs. Preventry: makes so the third important part of the Practical Diet Plan, by giving you 53 vital vitamins, minerals, and other nutrients that help give you healthful insurance while dieting.

IMPORTANT!

IF YOU READ NOTHING ELSE... WE URGE YOU TO PLEASE READ THIS! The Practical Diet Pran is for people who only repeat only feel that weight loss should happen naturally using only natural time-proven weight loss wonders it was created by GNC, the nutritional leader for all of you who once and for all want to really lose weight. Don't light the battle of the bridge another instant—get the no nonsense way to a new slimmer you - order right now.

No. 3514-11 14 DAY (42 PACKETS) PRACTICAL DIET PLAN \$24.99 INTRODUCTORY SALE PRICE \$19.99 SAVE \$4.00! Two Practical Diet Packs (28 Day Supply) \$35.98

Herbal Diet Formula

Love weight the natural serv! Our Herbe. Wordh: Loss capeules comtime 11 of nature sali-time proven. herbs and apices that can help you to shed the extra pounds you want to lose.. and do it all neturally Each 470 mg, capsule contains Chickweed, Sattron Burdock Rour Paraley, Kelp, Licorice Root. Fernal Seed. Enchinacea Black Walnut Leaves, Papaya Leaves. Hewthorn Barres, 100% Mulled here powder



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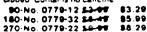
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Here's the new teathat combines a special blend of herbs and special flowers that really satisfies. the strongest sweet tooth. Now you don't have to reach for a high calorle drink to satisfy those cravings. Our all new diet tea is caffeine free has no sugar, cholesterol or fat and is low sodium. Drink it hot or cold and enjoy a bountiful taste treat that really tastes great and can help you to look great.

24 Bags No. 1282-11 82,49

Grapefruit Diet Plan

For over 15 years, people have used the ingredient found in our grapetruit diet tablets to lose weight. Our grapetruit diet tablets have Phenylpropanolamine H.C.I. We take this fat fighting substance concentrate it, and fortify it with Vitamina C and E. The result is a diet tablet that's guaranteed to help you lose weight easily naturally and to do it test. fire this all-riatural diet tablet and see why over a quarter million have said goodby to unwanted pounds. Bonus' Free Grapetruit Diet Plan Included! Contains no caffeine



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University Diet Plus

Lose up to 16 to 20 pounds in 4 weeks! Eat better, Feel better!

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24.8 oz. No. 1404-11 \$17.99



DO YOU GET UP NIGHTS BECAUSE OF WEAK BLADDER? TRY TAKING

weak" or irritable bladder can spoil your sleep and keep you going to the bathroom. If you get up many times during the night, and there is no organic disease. BLAX Tablets may help by soothing the bladder. The new and improved BLAX formula was originated by a physician for the new and improved BLAX formuls was originated by a physician for the relief of minor irritability of the bladder. It helps you sleep by easing the urge of the bladder BLAX Tablets use only pure HERB extracts—no other drugs MONEY BACK IF NOT SATISFIED. Order Blax Tablets loday. Only \$2.99 a bottle. You can try BLAX Tablets with confidence, for if you are not nelped by the very first bottle, we'll give you back your money. Use Order Blank to other BLAX Tablets. If condition persists, see your physician

United States Postal Service COMPLAINANT'S Exhibit ONE,

> Deen used to help take the "chill" out of colds by giving a warming effect. Try this age old spice today!

BARGAIN BIN \$ BARGAIN BIN

Like A Bargain? Well, here they are! Below are various products that we have slashed prices on. All of them are quality fresh items that have been discontinued or ends of production inventory runs. Here's your chance to really save big dollars. But remember, at these prices it's "first come, first served" and when they're gone, they're gone! Order now... no limits.

Product	Product No.	Size	Reg. Price	Sale Price
Aspirin Tablets	No 0144-25	250	\$ 1.99	\$.99
Spieen Tablets	No 0263-11	100	\$ 1.50	\$.99
Food Zyme Wafers	No 0571-11	100	\$ 1.59	\$.99
Thermal Fleece Insoles	No 4450-11	2 pr.	\$ 4.99	\$2.99
Pocket Pack Vitamin Holder	No 0398-11	1	\$.75	\$.49
Stylene Capsules	No 0210-22	63	\$ 3 98	\$1.99
Page Size Magnifier	No 4444-11	1	\$ 2.99	\$.99
Salad Spice Set	No 4505-11	1	\$11.99	\$8.99
Frigid Fire	No 0844-15	3.5 oz.	\$ 295	\$1.99
Vitamin E Skin Cream	No 0909-15	2 oz.	\$ 349	\$1.99
Plantain Tea	No 1305-11	3.6 oz.	\$ 1.29	\$.99
Oriental Dinner	No 1460-11 .	24.8 oz.	\$ 299	\$1.49
frish Moss Tea	No 1299.11	4 oz.	\$ 1.59	\$1.09
Chili Dinner	No. 1463-11	9 oz.	\$ 2.99	\$1.69

Product	Product No.	Size	Reg. Price	Sale Price
Chinese Dinner	No 1462-11	13.5 oz.	\$ 399	\$2.99
Beef Stroganoff	No. 1461-11	9.5 oz.	\$ 299	\$1.69
Nature Vegetable Laxative	No 0220-11	14 oz.	\$ 3.95	\$1.99
Dento Pik	No. 4415-11	ì	\$ 1.99	\$1.29
Hygenic Cleansing Pads	No 4449-11	1	\$ 3.99	\$1.99
Vitamins, Calcium & Iron	No. 0162-12	100	\$ 399	\$1.99
Comfrey Root Tea	No 0619-41	16.9 oz.	\$ 4.69	\$2.99
Linden Flower Tea	No 1305-11	3.4 oz.	\$ 249	\$1.99
Propolis Cream	No. 2777-11	2 02.	\$ 4.95	\$1.95
B12 & Brewers Yeast Tablets	No 0658-11	100	\$ 1.25	\$.75
Gentian Root Tea	No 1294-11	4 02.	\$ 269	\$1.99
100% Pure Bran	No 0457-15	4 oz.	\$ 29	\$.10
Substi-Sweet Liquid	No 0097-15	4 oz.	\$ 129	\$.79
Carob Stars	No. 0553-15	6 oz.	\$ 119	\$.69

ALOE VERA PEEL OFF FACE MASK

Brush tion and pee off deed down dirt and grime that can clog pores causing skin problems. This is new natural face mask is made of a deleter grime to cancer of a deleter grimer of the total forms of the total face of the cancer of th

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GENERAL NUTRITION CORP. FAMOUS UNCONDITIONAL MONEY-BACK GUARANTEE

WE GUARANTEE THAT YOU MUST BE COMPLETELY SATISFIED IN EVERY WAY WITH EVERY PRODUCT YOU ORDER FROM GENERAL NUTRITION CORP. OTHERWISE, WE WILL REFUND YOUR MONEY PROMPTLY AND IN FULL.

MAILING LISTS

We occasionally make our customer list of names and addresses available to carefully screened companies and organizations whose products and activities might be of interest to you. If you prefer not to receive such mailings, please copy your mailing label exactly and mail to General Nutrition Corp. Mai! Preference Service, Pittsburgh, PA 15222

General Nutrition/Natural Sales-Order Form

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FOR TELEPHONE ORDERS HAVE YOUR VISA CARD OR MASTER CHARGE NUMBER READY AND CALL TOLL-FREE 800-457-2000

tomanaar

For over 1,500 years the Japanese have used this rare fiber to stay slim and lose weight. Now for the first time in our 48 years of business, we have obtained a good supply of it and can offer it to anyone who really wants to lose weight. Here's how this amazing fiber called Glucomannan works:

Eat Your Favorite Foods-and Still Lose Weight Simply take 2 capsules before each meal with an 8 oz. glass of water. They instantly start to absorb liquid, and swell to form a high-fiber gel. With the gel in your stomach, you need less food to feel satisfied and full...and less likely to snack between meals.

Glucomannan is a natural dietary, calorie-free

How Glucomannan works!

high-fiber powder. It's safe to use, and it adds no harmful chemicals to your diet. Rather, it combines centuries of successful diet practicewith the latest in high-fiber research. For about 1,500 years, the Japanese have used a jelly made from the konjac tuber to add dietary fiber for weight control and digestive regularity. Now, advanced research brings you the active fraction of this same natural konjac tuber in easy-to-take capsules filled with pure, concentrated, water-soluble high-fiber Glucomannan powder. It's the easiest-to-follow, most natural weight-loss program you could ever hope to enjoy! Clinically tested, too! ... Row

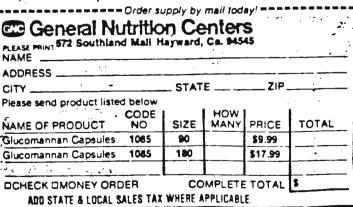
Glucomannan Does Most of the Dieting for You! It works while you eat, and keeps working after you eat. Why is this diet so easy to follow? Because you can still eat the foods you like, but Glucomannan helps you cut down both your caloric intake and the amount of calories your body digests! And, because you're eating the foods you normally eat, you never need feel deprived, hungry, or irritable!

It's the safe, reliable, natural high-fiber way to lose weight without side effects! We absolutely guarantee it will work!

Don't Be Left Out! Glucomannan is extracted from konjac tubers by a special painstaking process. There are only so many for harvest. Get Glucomannan now-with our absolute money back guarantee. You have nothing to lose except unwanted pounds. United States Postal Service

COMPLAINANT'S Exhibit _ Two

Glucomannan Capsules 90-\$ 9.99



Glucomannan is available at All

General Nutrition Centers **BAY FAIR MALL**

SAN LEANDRO

STONERIDGE MALL **PLEASANTON**

SOUTHLAND MALL. HAYWARD

NEWPARK MALL

NEWARK



EASTMONT MA OAKLAND

announcing the weight loss secret that's been keeping Orientals slim for over 1,500 years!

comananan

tested in the U.S.A.I

From the Orient comes a totally new . . .

From the Orient comes a totally new...
fast and totally natural way to lose 5 lb...
10 lb... 20 lb... or more! We absolutely guarantee it will work.
For over 1,500 years the Japanese have used this rare fiber to stay slim and lose weight. Now for the first time in our 46 years of business, we have obtained as order it to good supply of it and can offer it to anyone who really wants to lose weight. Here's how this amazing fiber called Glucomannan works:

Eet Your Favorite Foods and Still Lose Weight!

Simply take 2 capsules before each meal with an 8 oz. glass of water. They instantly start to absorb liquid, and swell to form a high-fiber gel. With the gel in your stomach, you need less food to feel satisfied and full, not hungry. So you're more likely to eat smaller amounts of your favorite foods and to take in fewer calories and less likely to anack between meals. Your weight loss can staft right then and there!

How Glucomannan High-Fiber Worksl
The important thing to remembe to rememeber about Glucomannan is this: it's a natural dietary, calorie-free, high-fiber powder. chemicals to your diet. The Glucomannan weight-control program involves no danerous pills... no hard-to-swallow "liquid , no weird, unbalanced combination of foods. Rather, it combines centuries of successful diet practice with the latest in high-fiber research. For about 1,500 years, the Japanese

have used a jelly made from the konjac tuber to add dietary fiber for weight control and digestive regularity. Now, advance ed research brings you the active fraction of this same natural konjec tuber in easy-to-take capsules filled with pure concentrated, water-soluble high-fiber Glucomannan powder, It's the safe, sime effective high-fiber way to diet contro —for the easiest-to-follow, most natural weight-loss program you could ever hope to enjoy! Clinically tested, tool

Glucomannan Does Most of the Dieting for You!

It works while you eat and keeps working after you eat. The high-fiber gel not only provides the bulk your existem needs for easy. rest digestion-

Countryside Paza

Downers Park Plaza

It helps transport food through your digestive system faster. As a result, more of the calories you take in (and you're likely to take in fewer to begin with) can pass out of your system, still undigested, to help your weight loss along even further

Why is this diet so easy to follow? Because you can still eat the foods you like, but Glucomannan helps you cut down both your caloric intake and the amount of calories your body digests! So you can easily lose as much as one-half to one pound a day-without consciously cutting down on your eating! And, because you're eating the foods you normally eat, you never need feel deprived, hungry, or writable! It's the safe, reliable, natural high-fiber way to lose weight without side effects! That's why we guarantee that Glucomannan will help you lose at least 5 pounds in 10 days or your money back!

Don't Be Left Out! Glucomannan is extracted from koniac

tubers by a special painstaking process. There are only so many of these rare plants svailable for harvest. Get Glucomangan now-with our absolute money back quarantee You have nothing to lose



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From the Orient comes a totally new... fast and totally natural way to lose 5 to 10 to 20 to ... or more! We absolutely guarantee if will work. For over 1,500 years the Japanese have used this rare fiber to stay alim and lose weight Now for the first time in our 48 years of business, we have obtained a good supply of it and can offer it to anyone who really wants to lose weight. Here's how this amazing fiber called Giucomannan works.

Eat Your Favorite Foods—

Glucomannan works.

Eat Your Favorite Foods—
and Still Lose Weight!

Simply take 2 capsules before each meal with an 8 oz glass of water. They instantly start to absorb liquid, and swell to form a high-fiber gel. With the gel in your stomach, you need less tood to feel satisfied ang full, not hungry. So you're more likely to eat smaller amounts of your favorité foods and to take in fewer calories. — and less likely to snack between meals. Your weight loss can start right then and there!

How Glucomannan High-Fiber Works!

How Glucomannan High-Fiber Workst The important thing to remember about Glucomannan is this, it's a natural

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For about 1,500 years the Japenese have used a jelly made from the konjac tuber to add detary fiber for weight control and digestive regularity. Now, advanced research brings you the active fraction of this same natural konjac tuber in easy-to-take capsules filled with pure, concentrated, water-soluble high-fiber Giucomannan powder It's the safe, simple, effective high-fiber way to det control—for the easiest-to-follow, most natural weight-loss program you could ever hope to enjoy Clinically tested, too!

Glucomannan Does Most of the Dieting for You!

It works while you sat and working after you sat The high-fiber gel not only provides the bulk your system needs for easy,

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b pounds in 10 days or your money back!

Don't Be Left Out!
Glucomannan is extracted from konjac tubers by a special painstaking process. There are only so many of these rare plants available for harvest. Get Glucomannan now—with our absolute money back guarantee You have nothing to lose except unwanted pounds.



Girco Mara Sand Capsulas

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Glucomannan is available at All

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GLUCOMANNAN

From the Orient comes a totally new fast and totally natural way to lose 5 ib 10 ib 20 ib or more! We absolutely guarantee it will work. For over 1 500 years the Japanese have used this rare fiber to stay slim and lose weight. Now for the first time in our 48 years of business we have obtained a good supply of it and can offer it to anyone who really wants to lose weight. Here's how this amazing fiber called Glucomannan works.

Eat Your Favorite Foods and Still Lose Weight!

Simply take 2 capsules before each meal with an 8 oz
glass of water. They instantly start to absorb liquid
and swell to form a highfiber gel. With the gel in
your stomach, you need less
food to feel satisfied and
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amounts of your favorite
foods and to take in fewer
calories, and less likely to
snack between meals. Your
weight loss can start right
then and there!

How Glucomannan High-Fiber Works!

The important thing to remember about Glucomannanisthis it's anatural dietary, calorie-free, highfiber powder. It's safe to use, and it adds no harmful chemicals to your diet. The Glucomannan weight-control program involves no dan-

gerous pills no hard-toswallow "liquid diets" no weird unbalanced combination of foods. Rather, it combines centuries of successful diet practice with the latest in high-fiber research For about 1 500 years, the Japanese have used a jelly made from the konjac tuber to add dietary fiber for weight control and digestive regularity. Now advan-ced research brings you the active fraction of this same natural konjac tuber in easyto-take capsules filled with pure concentrated water-soluble high-tiber Gluco-mannan powder. It's the safe simple effective highfiber way to diet controlfor the easiest-to-follow. most natural weight-loss program you could ever hope to enjoy! Clinically tested. tool

Glucomannan Does

Most of the Dieting for
You!

It works while you eat, and keeps working after you eat. The high-fiber gel not only provides the bulk your system needs for easy fast digestion—it helps transport food through your digestive system faster. As a result, more of the calories you take in (and you're likely to take in fewer to begin with) can pass out of your system, still undigested, to help your weight loss along even further! Why is this diet so easy to follow? Because you can

still eat the foods you like but Glucomannan helps you cut down both your caloric intake and the amount of calories your body digests! So you can easily lose as much as one-half to one pound a day-without conaciously cutting down on your eating! And, because you're eating the foods you normally eat you never need feel deprived hungry or irritable! it sithe safe reliable natural high-liber way to lose weight without side effects! That's why we guarantee that Glucomannan will help you lose at least 5 pounds in 10 days or your money back!

Don't Be Left out.

Glucomannan is extracted from konjac tubers by a special painstaking process There are only so many of these rare plants available for harvest Get Glucomannan now—with our absolute money back guaranted you have nothing to fose except unwanted pounds



Glucomannan Capsules

90-\$ 9.99 180-\$17.99

Order supply by mail today

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announcing... the weight loss secret that's been keeping Orientals slim for over 1,500 years!

For over 1,500 years the Japanese have used this rare fiber to stay slim and lose to lose weight without side effects! We absolutely guarantee it weight. Now for the first time in our 48 years of business, we have obtained a will work good supply of it and can offer it to anyone who really wants to lose weight. Here's how this amazing fiber called Glucomannan Don't Be Left Out! Glucomannan is ex-tracted from konjac works tubers by a special pains-taking process. There are Est Your Favorite Foods and Still Lose Weight! Simply take 2 capsules before only so many of these rare plants available for harvest each meal with an 8 oz glass of Get Glucomannan noweach meal with an 8 oz glass of water. They instantly start to absorb liquid, and swell to form a high-fiber gel. With the gel in your stomach, you need less food to feel satisfied and full. and less likely to snack between meals. with our absolute money back guarantee. You have nothing to lose except unwanted pounds **How Glucomannan Works!** Glucomannan is a natural dietary calorie-free high-fiber powder. It's safe to use, and it adds no harmful chemicals to your diet. Rather, it combines centuries of successful diet Charmen practice with the latest in highfiber research. 90-8 9.99 For about 1,500 years, the 180--217.99 Japanese have used a jelly made from the konjac tuber to add

dietary fiber for weight control and digestive regularity. Now, advanced research brings you the active fraction of this same natural koniac tuber in easyto-take capsules filled with . pure concentrated watersoluble high-fiber Glucomannan powder. It's the easiest-to-follow, most natural. weight-loss program you could ever hope to enjoy! Clinically tested too!

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Glucomannan is available at All General Nutrition Centers General Nutrition Centers
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MOORESTOWN, N.J. 00057

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CHERRY HILL MALL **ECHELON MALL** DEPTFORD MALL MOORESTOWN MALL United States Postal Service

announcing the weight loss secret that's been keeping Orientals slim for over 1,500 years!

Now clinically the U.S.A.

From the Orient comes a totally new . . . fast and totally natural way to lose 5 lb 10 lb. 20 lb. or more! We absolutely guarantee it will work.
For over 1,500 years the Japanese have used this rare fiber to stay slim and

lose weight. Now for the first time in our 48 years of business, we have obtained a good supply of it and can offer it to anyone who really wants to lose weight Here's how this amazing fiber called Glucomannan works:

Est Your Favorite Foods

and Still Lose Weight!
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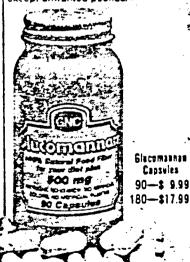
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United States Postal Service COMPLAINANT'S Exhibit EIGHT



ORDER NO.

DATE:

TO THE POSTMASTER

ΑT

Pittsburgh, PA 15219-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222 -1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (farmerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender; Order Issued Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

PS Docket No.	; G.C. <u>342-83-F</u>		
		Judicial Officer	_



DATE:

TO THE POSTMASTER

AT

Hayward, CA 94545-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

General Nutrition Centers 572 Southland Mall Hayward, CA 94545-0000

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

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PS Docket No.	; G.C. <u>342-83-F</u>	
		T. 11. 1. 0.00
		Judicial Officer



DATE:

TO THE POSTMASTER

ΑT

Mt. Prospect, IL 60056-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CENTERS
Randhurst Mall
999 Elmhurst Road
Mt. Prospect, IL 60056-1179

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

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PS DOCKET NO.	 G.C		
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3/12-83-E



ORDER NO.

DATE:

TO THE POSTMASTER

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Boston, MA 02205-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CENTERS 33-35 Temple Place Boston, MA 02111-1305

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

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PS Docket No	; G.C. <u>342-83-F</u>		
	· ·	Judicial Officer	_

DATE:

TO THE POSTMASTER

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PITTSBURGH, PA 15219-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CENTERS 137 6th Street Pittsburgh, PA 15222-3308

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender; Order Issued Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

73 DOCKET NO; G.C. <u>342-83-1</u>	_
,	Judicial Officer

242 02 13



DATE:

TO THE POSTMASTER

ΔT

MOORESTOWN, NJ 06057-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CENTERS
Moorestown Mall
Route 38 & Lenola Road
Moorestown, NJ 06057-0000

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

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PS Docket No.	; G.C. <u>342-83-F</u>		
		Judicial Officer	



DATE:

TO THE POSTMASTER

ΑT

PHILADELPHIA, PA 19101-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CENTERS
The Gallery
9th & Market Streets
Philadelphia, PA 19107-0000

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

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, o.c	
	Judicial Officer

2/2-03-5

·CC

PS Docket No.



JUDICIAL OFFICER Washington, DC 20260-6100

ORDER NO.

DATE:

TO THE POSTMASTER

ΑT

Independence, MO 64061-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CENTERS 1147 Independence Center Independence, MO 64057-1732

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

Weight loss products containing GLUCOMANNAN

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender; Order Issued Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

73 DOCKET NO, G.C342-83-F	_
•	Judicial Officer

De Danker No.

TAZ:boc:2322 G.C. 342-83-F

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1100

In the Matter of the Complaint Against) June 22, 1984

GENERAL NUTRITION CORPORATION)
A Corporation, and)
GENERAL NUTRITION CENTER, INC.)
A Corporation d/b/a)
GNC) P.S. Docket No. 18/108
GENERAL NUTRITION CENTERS)
GENERAL NUTRITION CORPORATION, and)
NATURAL SALES COMPANY)
921 Penn Avenue)
at)
Pittsburgh, PA 15222-3891

MOTION TO SUSPEND PROCEEDINGS

Respondents have entered into an agreement containing consent order to cease and desist the original of which is attached hereto.

Accordingly, Complainant respectfully requests that the agreement be made a part of the official record in this case, that the matter be referred to the Judicial Officer for his determination whether to issue the cease and desist order, and that thereafter further proceedings in this matter be suspended indefinitely.

Respectfully submitted,

LOUIS A. COX General Counsel

Monna A Solvard

Thomas A. Ziebarth

Counsel for Complainant Consumer Protection Division

Law Department

TAZ:boc:1828 G.C. 342-83-F

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1100

In the Matter of the Complaint	Against)		
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a)))		
GNC) P.S.	Docket	No. 18/108
GENERAL NUTRITION CENTERS)		•
GENERAL NUTRITION CORPORATION,	and)		
NATURAL SALES COMPANY)		
921 Penn Avenue)		
at)		
Pittsburgh, PA 15222-3891)		

AGREEMENT CONTAINING CONSENT ORDER TO CEASE AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned owners or principal officers of the above-captioned enterprises, hereinafter referred to as Respondents, agree and consent as follows:

- 1. This agreement is for settlement purposes only and does not otherwise constitute a statement against interest by either party. By entering into the agreement Respondents do not admit the falsity of any advertising representation or the violation of any law or regulation.
- 2. The promotional materials attached to the complaint have been employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in subparagraphs 4(a) through 4(c) of the complaint. The parties are not in agreement as to subparagraph 4(d) of the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device except as otherwise specifically provided herein.
- 4. Orders for GLUCOMANNAN hereafter received that were generated by advertising representations discontinued under this agreement may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit A a copy of which is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and

repeating its money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials which are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit B. In connection with such order Respondents waive:
 - (a) Any further procedural steps; and
 - (b) The requirement that the order be accompanied by any findings of fact or conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012.

6. A breach of this agreement by Respondents or any party in privity with Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) as well

as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittances of money or property through the United States mails. Subject to to the provisions of subparagraph (b) below, the Judicial Officer or the duly authorized representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005 (a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:

- that Respondents, or any party in privity with Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005 (a)(1) and (2) against Respondents by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
- (b) A copy of the petition shall be served on Respondents and Respondents' attorney.

 Respondents shall have the right to reply to the

petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents and their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition under this paragraph.
- 7. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 8. This agreement relates exclusively to the matter involved herein and the execution hereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.
- 9. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.

- 10. In the event that there is a change in the state of medical or scientific knowledge based on competent clinical testing or reports Respondents may request an appropriate modification to paragraph 3 of this agreement and the order to cease and desist annexed hereto.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated this 19 day of 1 mme

GENERAL NUTRITION CORPORATION A Corporation

Witness:

Name

\$ 921 FENN AUE.

Street Address

City, State ZIP Code

By: Ona I Missing Vice President of said

corporation and

GENERAL NUTRITION CENTER, INC. A Corporation

Vice President of said

corporation

Dear Customer:

The United States Postal Service has suggested that our advertisement for Glucomannan may lead you to believe that you can lose weight simply by taking our Glucomannan capsules without more. While we have contested that interpretation of our advertisement, we wish to be sure that you understand our representations for this product.

We believe that Glucomannan used as directed in conjunction with a reduced calorie diet such as the 1,200 calorie diet which accompanies our product or some other similar calorie reduced diet of your choice will act as a useful adjunct to such diet in that it will help produce a feeling of fullness making it easier for you to adhere to such a diet. Thus, our Glucomannan product is represented to help provide a sensation of fullness, without added caloric value thereby enabling a user who desires to lose weight to eat significantly less food and to adhere to a calorie reduced diet.

We also represent that a user of the Glucomannan diet plan, who adheres to the reduced calorie diet and consumes Glucomannan as directed, as an adjunct to such plan for a feeling of fullness, may easily experience a weight loss of as much as five pounds for the first ten days in the loss of body fluids and fat, and then further weight losses of body fat at a slower rate of one pound per week or more thereafter so long as the user adheres to the Glucomannan diet program.

Research on the effectiveness and mechanism of Glucomannan continues. We have clinically tested Glucomannan in our scientific laboratories. The test group given Glucomannan lost more weight than the control group not given it. No undesirable side effects were reported. These exciting results were put to use in the development of the Glucomannan diet plan.

If upon reading the foregoing, you do not wish to use our product, please return it to us and we will promptly refund your remittance plus postage. Remember that if you decide to follow our program and are disatisfied for any reason whatsoever, we stand behind our unconditional money back guarantee.

GENERAL NUTRITION CORP.

P.S. For your information, we are enclosing a copy of our revised advertisement for Glucomannan.

AMAZING WEIGHT LOSS DISCOVERY

Glucomannan

From the Orient comes a totally new fast and totally natural way to lose weight. We absolutely guarantee it will work. For over 1,500 years, the Japanese have used this rare fiber to help control their diet, stay slim and lose weight. Now for the first time in our 48 years of business, we have obtained a good supply of it and can offer it to anyone who really wants to lose weight. Here's how this amazing fiber called Glucomannon works.

Eat Your Favorite Foods -- Just Less of Them -- and Still Lose Weight

Use Glucomannan as directed in conjunction with a reduction in your calorie intake -- either following the accompanying 1,200 calorie diet of delicious foods or by eating smaller amounts of your favorite foods. Simply take 2 capsules before each meal with an 8 oz. glass of water. They instantly start to absorb liquid and swell to form a high fiber gel. The gel in your stomach will help you feel more satisfied and full; you will need less food and still not feel hungry. This will help you to eat less, take smaller amounts of your favorite foods and to take in fewer calories and be less likely to snack between meals.

How Glucomannan High Fiber Works

The important thing to remember about Glucomannan is this its a natural dietary, calorie-free, high fiber powder. It's safe to use, and it adds no harmful chemicals to your diet. The Glucomannan weight-control program involves no dangerous pills...no hard-to-swallow "liquid diets", no weird unbalanced combination of foods. Rather, it combines centuries of successful diet practice with the latest in high-fiber research. For about 1,500 years, the Japanese have used a jelly made from the konjac tuber to add dietary fiber as an aid for weight control and digestive regularity. Now advanced research brings you the active fraction of this same natural konjac tuber in easy-to-take capsules filled with pure, concentrated, water soluble high-fiber Glucomannan powder. It's the safe, simple, effective, high-fiber aid to diet control -- for the easiest-to-follow, most natural weight-loss program you could even hope to enjoy.

Glucomannan works while you eat and keeps working after you eat. Its mechanism of action is not fully known. The high fiber gel which forms in your stomach helps you to feel full, not hungry. The gel also is believed not only to provide the bulk your system needs for

easy digestion but also to help transport food through your digestion system faster while helping to control the peaks and lows of blood sugar levels which may also affect your feelings of hunger.

Clinically Tested Too

We tested Glucomannan in a human diet study and it worked. The test group given Glucomannan lost more weight then the control group not given it. No undesirable side effects were reported. These exciting results were put to use in the development of the Glucomannan diet plan. Now you can put Glucomannan to work for you.

Why Is The Glucomannan Way So Easy To Follow?

Because you can still eat delicious foods -- even the foods you generally like. But Glucomannan helps you cut down your calorie intake. If you really want to lose weight, it will help you eat less of the foods you normally eat and to stay on a reduced calorie diet program such as the one we provide without having to feel deprived, hungry or irritable.

It's the safe, reliable, natural, high-fiber way to lose weight without side effects. That's why we guarantee that Glucomannan will help you lose as much as 5 pounds in 10 days or your money back. That initial weight loss, which will consist of a loss of body fluids and fat will continue at a more moderate rate of fat loss so long as you continue to really want to lose weight and stay on your reduced calorie intake program with the help of Glucomannan.

Don't Be Left Out

Glucomannan is extracted from konjac tubers by a special painstaking process. There are only so many of these rare plants available for harvest. Get Glucomannan now -- with our absolute money back guarantee. You have nothing to lose except unwanted pounds.

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of GLUCOMANNAN (a water soluble extract of
the Konjac root) or any similar fibrous product, by which
Respondents seek the remittance of money or property through
the United States mail, forthwith cease and desist from
representing directly or indirectly, in substance and effect,
whether by affirmative statements, implication or omission,
that:

- (a) The ingestion of GLUCOMANNAN or any similar fibrous substance will per se cause an overweight person to eat significantly less food;
- (b) The ingestion of GLUCOMANNAN or any similar fibrous substance will cause significantly fewer calories to be absorbed by the body;
- (c) The ingestion of GLUCOMANNAN or any similar fibrous substance per se will cause an overweight person to lose any significant amount of weight.

PROVIDED, HOWEVER, that nothing in this ORDER shall preclude Respondents from representing that the ingestion of GLUCOMANNAN (or other similar fibrous substances) may make it easier for a properly motivated person to remain on a calorie restricted diet by reducing the amount of food needed to produce a feeling of fullness.

IT IS FURTHER ORDERED THAT Respondents, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device forthwith cease and desist from representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that Glucomannan or any substantially similar product has been clinically tested, or words of like effect, unless:

- (1) one or more competent clinical tests involving such product have, in fact, been conducted; and
- (2) the results of such tests support all of the claims of efficacy made in any advertisement in which the "clinically tested" representation is made, unless such claims of clinical testing are appropriately and clearly limited to the specific claims of efficacy supported by the test.

Judicial Officer

TAZ:TJM:boc:1281 G.C. 284-84-F HERBAL DIET FORMULA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CENTERS ()

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

921 Penn Avenue)

at)

Pittsburgh, PA 15222-3891

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania
 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of that referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that the ingestion of HERBAL DIET FORMULA capsules by itself will cause a person to lose weight.
- 6. The representation set forth in paragraph 5 is false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel,

Complainant

eorge C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebarth/

Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1100

(202) 245-4385

Timothy J. Manoney

Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784

ANTW GNC EXCLUSIVE! LOSE WEIGHT EVEN AS YOU SLEEP!!

WHILE OUR 24 HR. DIET PLAN HELPS YOU LOSE UP TO 10 LBS. IN TWO WEEKS . . .

GUARANTEED!!

1 GLUCOMANNAN High Fiber To Help You Feel Less Hundry

2 AMINO (Fat Surner) Helps your system burn fat... even while you sleep!



1 PREVENTRON 53 Vitamins and Minerals To

Keep You Feeling Healthy

GUARANTEE

Introductory Price No. 3522-11 19.88

<u>600</u>

General Nutrition Guarantees you must lose up to 10 lbs. in 'wo weeks or we will refund four money promotly and in full—you have nothing to lose except pounds!!

You need all the hero you can get to lose weight—and GNC's 3-way 24 NR. Fat Artack gives it and them-some "It's so effective that one guarantee the only thing you will lose is weight...up to "0 pounds in four-

A PARST WE GIVE YOU HIGH-PIEER TO HELP YOU FEEL LESS HUNGAY

It's in a convenient capsule. It's Glucomannen, the all If a mill a comment opposition (1.3 decomments), the set in metal at their matt's been helping. Other task seep serior for over 1.500 faxe before a mear, and it helps you feet less hungry—lets you sail you if alonie toods and staff ose excipt focuses you're eating small quantitioned but feeting like you're enjoyed a 7-course meat

WE GIVE YOU THE AMINO ACID : Fat Burt THAT HELPS YOUR BOOY SURN FAT... 2 THAT HELPS

Amino F8 burns away fat white you sleep. These amino and ablers laken before bedtime have been known to stimulate the production of growth hormones which breat your system to burn fat for energy nate and protein or carbonycrates—a reversal of the causi process. This action is continuously effective, even white your body is resting or during seep.

3 WE EVEN GIVE YOU ST VITAMING AND MINERALS TO KEEP YOU FEELING HEALTHY! Another thing that most diel blans ack is witamin pagarage. That's any our DVNAY 24 HR. FAT ATTACK insurance. That's erry our 3-vhAY 24 HR, FAT ATTACK ONET PLAN also includes Preventions, the vitamin formula thousands of Americans arready rely on for their numborial well-being its 53 Host vitamins and numerics here make sure your body shift olsing healthful intermies white you reloangly self-beducing calones shouldn't mean running the itsa of running your resistance power!

IMPORTANT IF YOU PEAD NOTHING ELSE...WE URGE YOU TO PLEASE READ THIS. The 24 HR. FAT ATTACK DIET PLAN IS for people who only... repeat only... feel that weight cas should happen naturally, using only natural time proven weight loss wonders.

GRAPEFRUIT DIET PLAN

For over 15 years, people have used the ingredient found in our grapefruit diet tablets to lose weight. Dur grapefruit diet tablets have Phenylpropanolamine HCI. We take this fat fighting substance, concentrate it, and fortily it with Vitamins C and E. The result is a diet tablet that's guaranteed to help you lose weight easily, naturally, and to do it fast. Bonus! Free Grapefruit Diet Plan Included! Contains no caffeine.

90-No. 0779-12 \$3-99 \$2.29 180-No. 0779-32 55-49 \$5.99 270-No. 0779-22 \$8-99 \$8.29



DIET TEA less than I calorie!

Here is the new rise that combines a special blend of herbs and special flowers that ready satisfies the strongest piece! (Sodii Now You sonit have to read) for a high casons drive to satisfy those drawings our all new pertiables catherie free, has no sugar unbreastero or fail and is low sodium. Divisit holdor cold and empty a boundate takes that trainy tastes great and can help you to door great.

24 Begs No. 1282-11 Rep. \$2-19 Sala/\$1.39

If You Like Slim Fast, You'll Love Our New Diet fast"

Det Fastiff is a simple, sensible inutribous approach to fast weight loss. To not insecous favor is satisfying illy ou won't believe you're dieting? It's duct and rapy isimply beind with mile and you have a nutribous devicous done. Then follow the simple diet plan elicipaed for

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DIET FEST IF THE DIAMY THE CONTROL WHEN DIEDWING WITH SAITH THE CONTROL HE WITHOUT COIDES OF DIESMY RAWS MANY NAVE HAD TROUBLE WHITE SAITH THE CONTROL HE DIET FEST IF

• 3 Flavors • Includes Diet Plan

• 2 Grams of Fiber Per Serving • Same Formula

DIET FAST VANILLA

DIET FAST CHOCOLATE

DIET FAST STRAWBERRY

1421-11 16 02. \$5.99

1422-11 16 02. \$5.99

1421-11 16 oz. \$5.99

SAVE 12.80

Herbal diet FORMULA

Lose weight the natural way! Our Herbal Weight Loss capsules combine 11 of nature's all-time proven herbs and saces that can here you to shed the extra pounds you want to lose , and do it all naturally. Each 470 mg, capsule con-tains Chickweed, Saffron Burdock Root, Parsiey, Keip, Liconice Root, Fennel Seed, Enchrocea.

Black Walnut Leaves. Papaya Leaves, Hawmorn & Bernes, 00% Min led herb powder

No. 4258-11 24-4 Sale!



spiruliya

Used by over one million customers, our Spirulina and bonus Free Olet Plan is the Haduras May to Shed Pounds Fast. You was can say goodbye to crash deep, time mease mystery des, etc. and actually lose weight. The secret to this new natural weight loss discovery is simple. Spirulera this the lossify to much off your brain's appeblic control center.

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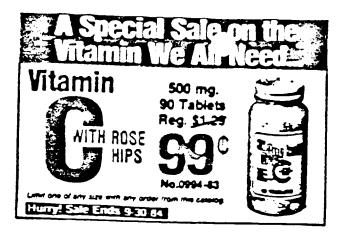
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COMPLAINANT'S Exhibit ONE

United States Postal Service

108-No. 2871-13 S 1.99



General Nutrition Corp./ Natural es Company 418 Wou. Street Pittsburgh, PA 15222

Postmester Leeve With Current Resident

BULK RATE U.S. POSTAC PAID GENERAL NUTRITION CORPORATIO

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

Number for prompt, accurate delivery, P.O. BOX AND RURAL CUSTOMERS—Please furnish street or road name. UNLESS NE WILL SHIP ORDER TO NAME PRINTED ABOVE.	NOTED, ADDRESS		STATE		APT NO.	,
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ATTACHMENT A

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87	•	•	-	•	_	_	

DATE:

TO THE POSTMASTER

AT

PITTSBURGH, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of HERBAL DIET FORMULA

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above desimbed activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order based Against Addressee For Violation of False Representation Law" apon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to under the matter.

PS Docket No.	; G.C	•
	•	
		Judicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of HERBAL DIET FORMULA or any similar
product, by which they seek the remittance of money or
property through the United States mail, forthwith cease and
desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that the ingestion of HERBAL DIET FORMULA by itself will cause a person to lose a significant amount of weight.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof will in and of itself cause the person who uses such producted as directed to lose a significant amount of weight unless at the time such claims are made Respondents possess reliable and competent scientific

evidence that substantiates such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- a. two clinical studies
- b. conducted in accordance with generally accepted
 scientific procedures
- c. by qualified persons, independent of Respondents or their agents, representatives or employees
- d. which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue)	P.S. Docket Nos. 19/186 20/8 19/187 20/22 19/188 20/23* 20/4 20/24 20/5 20/26 20/6 20/27 20/7
at Pittsburgh, PA 15222-3891)))	

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

BY: Morrison.

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 284-84-F HERBAL DIET FORMULA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)
A Corporation, and ()
GENERAL NUTRITION CENTER, INC. A Corporation d/b/a

GNC
GENERAL NUTRITION CENTERS ()
GENERAL NUTRITION CORPORATION, and ()
NATURAL SALES COMPANY ()
921 Penn Avenue ()
at ()
Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - Whenever there is reason to believe (a) that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. \$ 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated this 26th day of February , 198	_day of February , 1989	of	day	26th	this	Dated
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GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said

corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

ву:

Vice President of said

corporation

WITNES\$

Name

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

HERBAL DIET FORMULA
P. S. Docket No. 20/23

0076Z G.C. 284-84-F HERBAL DIET FORMULA

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/23

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of HERBAL DIET FORMULA or any similar
product, by which they seek the remittance of money or property
through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that the ingestion of HERBAL DIET FORMULA by itself will cause a person to lose a significant amount of weight.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of herbs in any mixture or combination will in and of itself cause the person who uses such product as directed to lose a significant amount of weight unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any

advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

January , 1985

Dear Customer:

The United States Postal Service has suggested that the advertisement to which you responded for GNC'S Herbal Diet Formula may lead you to believe that the ingestion of this product by itself will cause a person to lose weight. Ingestion of the Herbal Diet Formula in and of itself will not, of course, result in permanent weight loss. While we have contested the Postal Service's interpretation of our advertisement, we wish to be sure you understand our representations for this product.

We believe that the Herbal Diet Formula used as directed in conjunction with a reduced calorie diet such as the 1,200 calorie diet which accompanies our product, and which we are providing to you as part of your order, or some other similar calorie reduced diet of your choice will act as a useful adjunct to such diet. The herbal ingredients in our Herbal Diet Formula act as a useful diuretic to help accomplish water loss while following a calorie restricted diet plan to lose weight.

If upon reading the foregoing, you do not wish to use our product, please return it to us and we will promptly refund your remittance plus postage. Remember that if you decide to follow our program and are dissatisfied for any reason whatsoever, we stand behind our unconditional money back guarantee.

GENERAL NUTRITION CORP.

P.S. For your information, we are enclosing a copy of our revised advertisement.

HERBAL DIET FORMULA

11 Natural Herbs combined in a 470 mg. capsule act as a useful adjunct to a calorie reduced diet to help you reach your weight loss goal. This fantastic blend of herbs, together with our 1200 calorie meal plan which is included, acts as a natural diructic to help accomplish water loss while following the diet plan to lose weight. Herbal Diet Formula helps cleanse your system gently of excess water. Try it with the 1200 calorie diet. They can help in the weight loss war.

TAZ:TJM:boc:3057 G.C. 278-84-F INCHES BE GONE UNITED STATES POSTAL SERVICE

34 007 5 P4: 21

WASHINGTON, D.C. 20260-1112

RECEIVED

HSPS RECORDER

In the Matter of the Complaint Against)

- OCT 5 1984

GENERAL NUTRITION CORPORATION

A Corporation, and

GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a

GNC

GENERAL NUTRITION CENTERS

GENERAL NUTRITION CORPORATION, and

NATURAL SALES COMPANY

921 Penn Avenue

at

Pittsburgh, PA 15222-3891

P.S. Docket No. 2 0 / 8

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. 5 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of those referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The topical application of INCHES BE GONE as directed will by itself cause a significant loss of body fat in one and one-half hours in the place applied; and
 - (b) The representation made in subparagraph (a) was proven by competent laboratory tests.
- 6. The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel, Complainant

Géorge C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Zieparth

Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1112

(202) 245-4385

Timothy J. Madoney

Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784

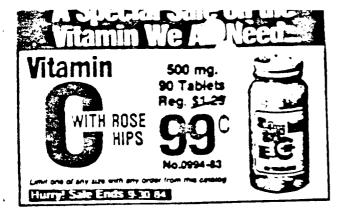
tear off along perforation and enclose order blank on back cover in this envelope. Last Minute Envelope Special Look Insidel

Thank You For Your Orderl

THIS FLAP FOR MYSTERY SPECIALSI

FOR MYSTERY SPECIALS!
Please make sure you lear off this section before mailing!
You know GNC for 50 years has served to Rive of a served
just like yourself with top quality products, low prices and super serviceyet there are still many people who really would like to receive a catalog but don't. We need your neip to
get them one Just jot down some friends names that you think really would like a free money serving carbion and we will
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"This incredible Body Wrapping Treatment Really Works" Our all new lab rested inches Se
Gone, Body Wrap Cream has already received There Reviews How would you like to read a book, watch TV,
of even take a nap and shed unwanted inches of callulite or fat? Well, read on, because you
Can and we guarantee it! The secret of losing inches fast is in the scientifically formulated
cream and ordinary kitchen plastic wrap. All you do is apply the cream to the area you went to lose inches from and wrap it with your
plastic wrapit's that simple, in 1½ hours, remove the wrap and see the means that
thousands have already experienced. Don't

COLIPLAINANT'S
Exhibit ONE



Natural Sales Company 418 Wor Treet Pittsburg. PA 15222

Postmester L . . With Current Resident PAID GENERAL NUTRITION CORPORATION

Turker voids and min ayes auder 10 years Livings

CONTRACTOR CONTRACTOR

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

ORDERBUANKS

hone () Please show your apartment number for prompt, accurate delivery, P.O. BOX AND RURAL ROUTE CUSTOMERS—Please furnish street or road name. UNLESS NOTED,	Please Print NAME				APT NO	
ME WILL SHIP ORDER TO NAME PRINTED ABOVE.	CITY		STATE			
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Papaya Enzyme Tablets, 500-No.0925-33 Papaya Enzyme Tablets, 500-No.0925-33 Aloe Vera Shampoo and Conditioner, 36 ozNo.2969-11				MY CARD EXF	PIRES	- -
500 mg. Vitamin C, 500 Tablets-No.0864-31 Therovite with Zinc, 100 Tablets-No.0629-11 400 I.U. Vitamin E, 100 Capsules-No.0750-11 5100.00 OR Vitamin B Complex, 250 Capsules-No.0179-23 1000 mg. Vitamin C, 250 Tablets-No.0885-21 Preventron, 500 Tablets-No.0588-31	SIGNATURE	F	CAI	ASTEST S L TOLL MASTERCARD -457-1	FREE 2000	



ATTACHMENT A

JUDICIAL OFFICER Washington, DC 20260-6100

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DATE:

TO THE POSTMASTER

AT PITTSBURGH, PA

15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to the sale of INCHES BE GONE.

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order Issued Against Addressee For Violation of Faise Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

PS Docket No; G.C. 278-84-F	_
	Judicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of INCHES BE GONE or any similar product,
by which they seek the remittance of money or property through
the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that:
 - a) The topical application of INCHES BE GONE as directed causes a significant loss of body fat in the person who uses it; and
 - b) Any claims of the effectiveness of INCHES BE GONE in causing a significant loss of weight are substantiated by competent laboratory tests.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that:

- a) any product whose directions require the topical application of the product to any part of the body of the person who uses the product causes a significant loss of weight in that person; and
- b) any product has been proven effective in laboratory tests

unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- a) two clinical studies
- b) conducted in accordance with generally accepted scientific procedures
- c) by qualified persons, independent of Respondents or their agents, representatives or employees
- d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:0131Z

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue)))))))	P.S. Docket Nos. 19/186 • 20/8 • 19/187 20/22 19/188 20/23 20/4 20/24 20/5 20/26 20/6 20/27 20/7
at)	
Pittsburgh, PA 15222-3891)	

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

BY:

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 278-84-F INCHES BE GONE

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

AGREEMENT CONTAINING
CONSENT ORDER
TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this 4. proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated this 26th day of February , 1985.

GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said

corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITNESS:

/--

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

INCHES BE GONE P.S. Docket No. 20/8

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/8

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of INCHES BE GONE or any similar product,
by which they seek the remittance of money or property through
the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The topical application of INCHES BE GONE as directed causes a significant loss of body fat in the person who uses it; or
 - (b) Any claims of the effectiveness of INCHES BE GONE in causing a significant loss of weight have been substantiated by competent laboratory tests.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that:

- (a) any product whose directions require the topical application of the product to any part of the body of the person who uses the product causes a significant loss of weight in that person; and
- (b) any such product has been proven effective in laboratory tests

unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:TJM:boc:1282 G.C. 272-84-F L-GLUTAMINE 20/4 -20/4

UNITED STATES POSTAL SERVICE 34 007,5 P4: 22 WASHINGTON, D.C. 20260-1112

RECEIVED

"SPS RECORDER

In the Matter of the Complaint Against)

OCT 5 1984

GENERAL NUTRITION CORPORATION

A Corporation, and GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a GNC GENERAL NUTRITION CENTERS

GENERAL NUTRITION CENTERS
GENERAL NUTRITION CORPORATION, and
NATURAL SALES COMPANY
921 Penn Avenue

at

Pittsburgh, PA 15222-3891

P.S. Docket No. 20/4

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. \$ 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania
 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of that referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) L-GLUTAMINE, ingested as directed, will have a significant effect in maintaining the user's mental and emotional balance; and
 - (b) L-GLUTAMINE, ingested as directed, will cause a significant increase in the user's mental acuity.
- 6. The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel, Complainant

George C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziepart Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1100

(202) 245-4385

Timothy J. Mahoney Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784

MULTIPLE AMINO ACID

Each 6 tablets contains the following essential 8" Amino Acids:

11

SULEUCINE	200 ma.
LEUCINE	222
I VEINE	szu mg.
LYSINE	400 mg.
ME I HONINE	240 ma
PHENYLALANINE	200
THREONINE	250 mg.
THREONINE	200 mg.
INTERCEDANE .	
VALINE	200 70
and the fellowing and	450 ing.
and the following non-essential Ami	no Acids
ASPERTIG ACID	242 ma
Serine	184 80
Giutamic Anid	ı⇔ mg.
Glutamic Acid	554 mg.
Proline	328 ma

Glycine 64 mg. Alanina 104 mg. Cystine . . Tyrosine 109 mg. Histidine Arginine . . .

Be \$300-11 180-21-67 Sale/ \$14.58



fere's the new way to get 14 moortant Amino Acids, that are so important to all senous hearth and body building people! These 14 staroid free Amino

Acids in pure form are fortified with Octacosanol to herp give you endurance. Try it! EACH CAPTURE CONTAINS.

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SINGULAR AMINO ACIDS 500 mg TABLETS

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L-Cysteine	30 No 0310-11\$5.
L-Cystine	30 No.0114-11\$5.
L -Histidine	30 No.0303-11\$4.
L-Isoleucine	30 No.0304-19 \$13.
L-Leucine	30 No 0305-11 \$5.
L-Methionine	30 No 0306-11 \$4.
"L-Om/thine	30 No.0311-11
	Sale/ 21
L-Phenylelenine	30 No.0116-11\$5.1
L-Taunne	100 No.0112-11 \$7.3
L-Threonine	30 No.3307-11 57.3
L-Vetine	30 No.0309-11 \$4.9

-GLUTAMINE 500 mc 👗

This amazing Amino Acid science believes is one of the "Foods" your brain needs to keep you mentally and emotionally in balance. Science also believes that U-Giutamine is also involved in mejoring our brain's mental sharpness and thinking process. It's one of the important Amino Acids that everyone should think about taking, because just like our bodies... Our brains need nutrients too!



50 No.0111-11 100 No.0111-21



AMINO ACID CHELATED MULTI-MINS

An exclusive formula of 10 vital minerals that are teamed with amino acids.

300

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\$12.99

The #1 best seller book believes that these two natural Amino Acids are part of an important link to longer life. L-Arginine and L-Ornithine are getting rave reviews from TV talk shows. National Newspapers and more...



312 mg. L-LYSINE

Every body depends on and needs Lysine for building few fissing sody the Erist and entry mes that are essential for healthy body functions. Our 312 mg Lysine tablets give your body the Lysine it cannot produce itself. Get your Lysine today, your body will thank you.

100 No.0102-12 E-447 \$ 149 Salah 250 No.0102-22 \$12-37 \$ 7.99 500 No.0102-32 \$16-37 \$15-39

500 MG. L-LYSINE Said

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United States Postal Service

COMPLAINART'S Exhibit ONE,





LYSINE PLUS

Here's the new combination of Lysine, Vitamin C. Zinc, Magnesium and Acidophilus, In capsule form. You get the important Amino Acid that plays a role in building antibodies tissues and enzyme production. Try this if great quintent of helpers and get the extra

plus! Ne sugar, artificial colors or flavoral Sodium free Each year L-Lysine 250 mg., Vitamin C 250 mg., Zinc 2 ingredients, magnesium, acidophikus,



L-TRYPTOPHANE

L-TRYPTOPHANE, like the other amino acids is vital to our well being. A helper to other vitamins, and can help you get to sleep tast!

QUANTITY	PROG. NO.	PRICE
100 mg. Tablets		Ralal
100	8631-12	1541 13
500 mg. Tablets		عملاء حملوا

Vitamin Soo mg.
90 Tablets
Reg. \$1.23
WITH ROSE
HIPS
No.0994-13
Hurry Sale Ends 9.30 64

General Nutrition Corp./ Natural F: "na Company 418 Wr treet Pittabu , PA 15222

Postmaster Leave With Current Resident BULK RATE U.S. POSTAC PAID GENERAL NUTRITION CORPORATIC

United noted we will still order to have printed

CONTRACTOR CORPORATION

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

ORDER BEARK

Please show your spartment	Pacse Print					
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CUSTOMERS Please furnish street or road name. UNLESS NOTED WE WILL SHIP ORDER TO NAME PRINTED ABOVE.). CITY		STATE		219	
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Papaya Enzyme Tablets, 500-No.0925-53 Aloe Vera Shampoo and Conditioner, 36 ozNo.2969-11				MY CARD EXP	RES	-
500 mg. Vitamin C, 500 Tablets-No.0864-31 Therovite with Zinc, 100 Tablets-No.0829-11 Therovite with Zinc, 100 Capsules-No.0750-11 400 LU, Vitamin E, 100 Capsules-No.0750-11 Vitamin B Complex, 250 Capsules-No.0179-23	SIGNATURE	F.	CAL	STEST S L TOLL	FREE!	
O 100 as Vitamin C. 250 Taclets-No.0885-21		• 5	300-	457-2	2000	



ATTACHMENT_A

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DATE:

TO THE POSTMASTER

AT

PITTSBURGH, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of L-GLUTAMINE.

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Pustal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 4X hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, enterpt for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order based Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to underliverable matter.

PS Docket No.	:G.C. <u>272-84-F</u>	
		Judicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of L-GLUTAMINE or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) L-GLUTAMINE, ingested as directed, will have a significant effect in maintaining the user's mental and emotional balance; and
 - (b) L-GLUTAMINE, ingested as directed, will cause a significant increase in the user's mental acuity.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof will have a significant

effect on the brain of the user with respect to mental and emotional balance or mental acuity when such product is taken as directed unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- a. two clinical studies
- b. conducted in accordance with generally accepted scientific procedures
- c. by qualified persons, independent of Respondents or their agents, representatives or employees
- d. which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:0062Z G.C. 272-84-F L-GLUTAMINE

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.)

A Corporation d/b/a)

GNC)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

921 Penn Avenue)

at)

Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- 4. Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	day	of	February	,	1985.
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GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITNESS:

Nam&

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

L-GLUTAMINE

P. S. Docket No.20/4

0069Z G.C. 272-84-F L-GLUTAMINE

EXHIBIT A

CEASE AND DESIST ORDER NO. CD_

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/4

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of L-GLUTAMINE or any similar product, by
which they seek the remittance of money or property through the
United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) L-GLUTAMINE, ingested as directed, will have a significant effect in maintaining the user's mental and emotional balance; and
 - (b) L-GLUTAMINE, ingested as directed, will cause a significant increase in the user's mental acuity.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of proteins, amino acids, or any mixture or combination thereof

will have a significant effect on the brain of the user with respect to mental and emotional balance or mental acuity when such product is taken as directed unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Nothing herein shall be deemed to preclude Respondents from making truthful and scientifically accepted representations regarding the role of L-Glutamine as a nutrient used by the brain or as a neurotransmitter provided that no representation is made that the average well-nourished person is deficient in this substance.
- 4. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:0004Z G.C. 280-84-F LIFE EXPANDER GROWTH HORMONE RELEASER

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and ()

GENERAL NUTRITION CENTER, INC.

A Corproation d/b/a ()

GENERAL NUTRITION CENTERS ()

GENERAL NUTRITION CORPORATION, and ()

NATURAL SALES COMPANY ()

921 Penn Avenue ()

at ()

Pittsburgh, PA 15222-3891

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs and advertisements appearing in newspapers of general circulation inviting the readers to remit money or property through the mail to various addresses including the address shown in Attachment A.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of those referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The ingestion of the ingredients contained in LIFE EXPANDER GROWTH HORMONE RELEASER (hereafter GH RELEASER) as directed will cause a significant and continuous increase in the body's production of growth hormone;

- (b) The ingestion of G.H. RELEASER will redirect the body to burn fat deposits instead of other sources of energy;
- (c) The ingestion of G.H. RELEASER will prevent weight gain and cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;
- (d) The ingestion of G.H. RELEASER as directed is safe for all persons; and
- (e) The claims of safety and efficacy for G.H.

 RELEASER as set forth in subparagraphs (a) through (d)

 above have been established by competent scientific or

 medical tests.
- 6. The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel

Complainant

Géorge C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebarth

Counsel for Complainant Consumer Protection Division Law Department

475 L'Enfant Plaza, S.W. Washington, D.C. 20260-1112 (202) 245-4385

Timothy J. Manoney
Counsel for Complainant Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000 (215) 668-4784

A NEW GNC EXCLUSIVE! LOSE WE WHILE OUR 24 HR. DIET P.

LOSE UP TO 10 LBS. IN TW

GUARANTEE

1 GLUCOMANNAN High Fiber To Help You Feel Less Hungry

2 AMINO (Fat Burner) Heips your system burn fat...even while you sleep!



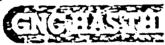
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. 3 Flavors . Includes Diet Plan

• 2 Grams of Fiber Per Serving • Same Formula

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SAVE \$2.80



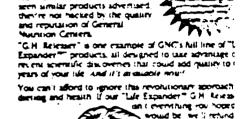
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Weight Control and Reduction Without Disting! "Git Releaser" works to attacking the fall as your body, it's a total Adjerent method of weight control and reduction. You can eat normally You don't have to worn about special foods, calone counting, fad diets or starving yourself. "G.H. Reiesser" does the work for you

A Slimmer, Healthler, Mappier You! "G.H. Releaser" also stimulates the storage of protein and



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Exhibit ONE, p. 1

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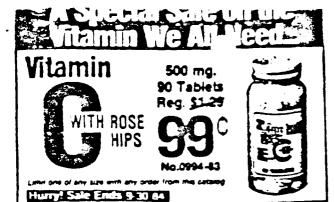
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COMPLAINANT'S



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Natural Sales Company 418 Wood Street Pittsbur PA 15222

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CENTRAL MATERIAN CONFORATION

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

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Prevention, 500 Tablets-No.0588-31	人	24 H	OURS A	DAY7 DAY	S A WEEK	<u>:</u>



ATTACHMENT A

ORDER NO.				DATE:
TO THE POSTMASTER	AT	PITTSBURGH,	PA	15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of GROWTH HORMONE RELEASER

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order based Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to underliverable matter.

	28U-84-F	
PS Docket No; G.C.		·

ATTACHMENT B

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of LIFE EXPANDER GROWTH HORMONE RELEASER
or any similar product, by which they seek the remittance of
money or property through the United States mail, forthwith
cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The ingestion of the ingredients contained in LIFE EXPANDER GROWTH HORMONE RELEASER (hereafter GH RELEASER) as directed will cause a significant and continuous increase in the body's production of growth hormone;
 - (b) The ingestion of G.H. RELEASER will redirect the body to burn fat deposits instead of other sources of enery;
 - (c) The ingestion of G.H. RELEASER will prevent weight gain and cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;

- (d) The ingestion of G.H. RELEASER as directed is safe for all persons; and
- (e) The claims of safety and efficacy for G.H.

 RELEASER as set forth in subparagraphs (a) through (d)

 above have been established by competent scientific or

 medical tests.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof:
 - (a) Will cause a significant and continuous increase in the body's production of growth hormone;
 - (b) Will direct the body to burn fat deposits instead of other sources of energy;
 - (c) Will prevent weight gain or cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;
 - (d) Is safe for use; or
- (e) Any claim of safety or efficacy has been established by competent scientific or medical tests; unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) two clinicial studies
- (b) conducted in accordance with generally accepted scientific procedures
- (c) by qualified persons, independent of Respondents or their agents, representatives or employees
- (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4	, 1985
GENERAL NUTRITION CORPORATION A Corporation, and)	19/186	cket Nos. 20/8
GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC)	19/187 19/188 20/4	
GENERAL NUTRITION CENTERS NATURAL SALES COMPANY))	20/5 20/6	20/26
921 Penn Avenue)	20/7	
Pittsburgh, PA 15222-3891)		

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

BY:

Thomas A. Ziebarth / Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 280-84-F LIFE EXPANDER GROWTH HORMONE RELEASER

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint	Against)
GENERAL NUTRITION CORPORATION)
A Corporation, and GENERAL NUTRITION CENTER, INC.)) P.S. Docket No. 20/27
A Corporation d/b/a GNC)
GENERAL NUTRITION CENTERS	ý
GENERAL NUTRITION CORPORATION,	and)
NATURAL SALES COMPANY)
921 Penn Avenue	j
at	j
Pittsburgh, PA 15222-3891	j

AGREEMENT CONTAINING
CONSENT ORDER
TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back quarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	_day	of_	February	,	1985.
-------	------	------	------	-----	----------	---	-------

GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITNESS:

Name

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

LIFE EXPANDER GROWTH HORMONE RELEASER P.S. Docket No. 20/27

0065Z G.C. 280-84-F LIFE EXPANDER GROWTH HORMONE RELEASER

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/27

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of LIFE EXPANDER GROWTH HORMONE RELEASER
or any similar product, by which they seek the remittance of
money or property through the United States mail, forthwith
cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The ingestion of the ingredients contained in LIFE EXPANDER GROWTH HORMONE RELEASER (hereafter GH RELEASER) as directed will cause a significant and continuous increase in the body's production of growth hormone;
 - (b) The ingestion of G.H. RELEASER will redirect the body to burn fat deposits instead of other sources of enery;

- (c) The ingestion of G.H. RELEASER will prevent weight gain and cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;
- (d) The ingestion of G.H. RELEASER as directed is safe for all persons; and
- (e) The claims of safety and efficacy for G.H.

 RELEASER as set forth in subparagraphs (a) through (d)

 above have been established by competent scientific or

 medical tests.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of proteins, amino acids, or any mixture or combination thereof:
 - (a) Will cause a significant and continuous increase in the body's production of growth hormone;
 - (b) Will direct the body to burn fat deposits instead of other sources of energy;
 - (c) Will prevent weight gain or cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;
 - (d) Is safe for use; or
- (e) That any claim of safety or efficacy has been established by competent scientific or medical tests; unless at the time such claims are made Respondents possess

reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:TJM:boc:1301 G.C. 273-84-F LIFE EXPANDER CHOLINE CHLORIDE

19/188 19/188

UNITED STATES POSTAL SERVICE 34 000 27 P4: 29 WASHINGTON, D.C. 20268-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and

GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a
GNC
GRAPPAL NUMBERTON CENT

GENERAL NUTRITION CENTERS
GENERAL NUTRITION CORPORATION, and
NATURAL SALES COMPANY

921 Penn Avenue

at

Pittsburgh, PA 15222-3891

SEP 27 1984

P.S. Docket No. 19/188

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. \$ 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania
 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of that referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that the ingestion of LIFE EXPANDER CHOLINE CHLORIDE as recommended will produce a significant beneficial effect on the brain's memory functions and nerves.
- 6. The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that or lers in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel, Complainant

Assistant General Counsel Consumer Protection Division

counsel for Complainant Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W. 20260-1100

Washington, D.C. (202) 245-4385

Timothy J Manoney Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

19004-9000 Bala Cynwyd, PA

(215) 668-4784

life expander™ growth HORMONE RELEASER

Here's the exciting new product that may help you burn tot away white you sees?' Science recently located Growth Hormone in our bodies that has the amazing ability to let you bern tet into needed energy Growth Hormone Reverser can semulate your body to produce more of this amazing hormore so it barns lat away.

B Tablets—No. 5802-11 \$14.99 Two moles concern Lityropoorane, 250 mg.; L-Argenne, 500 mg.; L-Argenne, 500 mg.; L-Orrestine, 250 mg.



LIFE EXPANDER SELENIUM Vitamins A. C. E

We have been natures best Ame-Oxidents and combined chem ento a potenti talcieri. Salemunti pars Vitamens A. C. E have the ability to protect our bookes casts from agong or oxidrawd. The amazong natural age Softward was play an umporcant rose in our bodies protection system.

90 Capsules—No. 8737-11 \$8.99 ... One Capsule concents: Vitamin C. 10,000 (.U.; Vitamin E. 400 I.U.; Sevenum, 50 mcg.



LIFE EXPANDER DPA (DL-Phenylamine 400 mg.)

You nownesh your body...now you can nownesh your mend! Thus tentestoc Amend Acid is known to be of the nutrients. your memory and brain needs for mental acuity and sharpmess. This important Amano Acid also has shown promision resurts in fighting depression. It's the Artimo Acid for Time-* (*) () *

58 Tablets-No. \$312-11 \$8.99



LIFE EXPANDER" DL CARNITINE 500 mg.

This emportant nument has been found to play an important note at requisions the let in the blood and tropycombe are Science has bound the OL-Carriebre can be a wital factor in the burning of this personally in our heart and liver. Ol-Cartains of sure to play an important role in the light against high cholesterol and ravages of heart attacks.

50 Tablets-No. 0313-11 54.39



LIFE EXPANDER" 1000 mg. TIME RELEASE L-CYSTEINE

This of Natural Amino Acid in Time Persons form can help in the petros science; should call and worst it also southful soot structure and may make you post pider than your years.

30 30 " " " PROPERTY OF THE PARTY



LIFE EXPANDER" ANTI OXIDANT COMPLEX

This formula contains three of the Ariti Occions supplements that science shows can help protect you from life's positions that can rayage the body' 5 TABLETS GIVE YOU, 3000 mg. Ytaanen C, 1000 mg. L-Cystaine: 250 mg. Vitamen 81

90 Tablets—No. 5804-11 \$12:57 Saul \$3.99



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United States Postal Service

COMFLAIRART'S

Exhibit ONE,

LIFE EXPANDER" CHOLLY CHLORIDE 1000 mg.

his important nutrient is an important substance which is thought to improve your brain's maintary power. It acts as an important "Srain Food" י אונות ושרוב אינון צבאשל האול " function and nerves in to too sharp shape! Each associated provides: Chome....1000 mg., Participants: Acid.....234 mg. 18 年.—No. 6413-11 第.约



LIFE EXPANDER ATTITUDE FORMULA

DOMETHYLLINOSTRUNOL BLILLE

Can numerits affect how you think....how you leaf and basic brain power? Science is just beginning to answer this dues-tion with promising results! Our Life Expander Attraude Formula can help to keep your mend in peak sharp concreon now and for the golden years ahead.

100 mg. D.M.A.E., 150 mg. PASA 10 Oroca Contain: 1.7 ez. Liquid-Ne. 5805-11 \$5.99



LIFE EXPANDER POLYSORBATE 80 U.S.P. HAIR TREATMENT

What effect will this new compound have on helping to fight the war against excess hair boss? The U.S. Sovernment has approved this promising new substance for use in anamopo. Control of the color of the color of the state of the color of the col women have been looking lor! Apply before sharmood. 8 02.-No. 2703-11 \$4.59



LIFE EXPANDER" ANTI ANXIET NUTRIENTS

Scores are distributed and book arrows in A.B.A.B meryous system as a transmitter. It helps your brain's necesbits to give off a califord effect harbitrary... inthout drugs! Stop working and per G.A.B.A.! ONE TABLET CONTAINS: G.A.B.A. 100 mg.

inositol 600 mg. Niacmamide 200 mg.

58 Ballets—No. 8734-17 55-55 5-4/56.99



LIFE EXPANDER ARGININE POWDER

This Americ Acid is one of the "Sucial Start" thats been made harmon and its est and best scanned account a yet and the second account to the second accou preten building blocks that are essential to our lives. hearth! You get a highly concentrate 4 oz. of Argente Power (over 1.7 grams per lezacoon!)

4 tz. -- No. 0669-11 \$3.99



LIFE EXPANDER NUTRIENT MIX

This master max has 9 "Anti-Wear" numberts that can had One moves given you all of these "Airs Wearing" with man is to preserve your hearings state to its maximum potential.

SEX TABLETS CONTAIN:	
VITALIEN E	10 1 11
YE (AND) 155	n ma
VITIAMEN C	n
PANTOTHENIC ACID100	D mo
ZHC	0 700

OTHER COMPONENTS: ASCURBYL PALMITATE 800 mg. BETA CAROTTENE 15 mg. BIOPLAYONOIDS 300 mg. L'CYSTEINE 300 mg. L METHIONENE 128 mg.
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Need_# **Vitamin** 500 mg. 90 Tablets Reg. \$1-29 WITH ROSE HIPS No.0994-43 Hurry! Sale Ends 9-30 84

Natural S es company 418 Wot treet Pittsburni, PA 15222

PAID GENERAL MUTRITION CORPORATIO

General Nutrition Corporation, Dept GR-68, 418 Wood St., Pittsburgh, PA 15222

Phone ()	E ADDRESS		STATE		AFT. NO.	
WE WILL SHIP ORDER TO NAME PRINTED ABOVE.	GTY					
Name of Product	Cade No.	Size	How	Price	Total	
EXAMPLE OF HOW TO FILL OUT YOUR ORDER FORM	المراب والمالين	250	/	1.5	16.	
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2						
3						
4			 			
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6			ı			
7				United State	s Postal	Servic
8		 		COMPL		
9		 		CONTE	NIKA	ر . ص
10		 		Exhibit _	7/ 4 - 5	
11					•	
12						•
13	CATALOG		lesvarra. 2	and the Sales Tax		•
	EXPIRES 9/30/8	4		at and sooteness	75¢	•
100 mg. Acerola C, 100 Tablets-No.0923-13	- 7		COMF	ETE TOTAL		
100 mg. Acetos Tablets-No.2539-14 50 mg. Zinc. 100 Tablets-No.2539-14 Aloe Vera Roll-On Deodorant, 3 ozNo.2581-11 Aloe Vera Gel Toothpaste, 5.4 ozNo.1524-21	CHARGE C	ill in all infor	rmation. E M aster	cha Card Pes	rge card ont ase and \$5.0	- ?
# # Mary 500 No 0025-53	MY BANK	CREDIT C.	T T	NOEN 13.		• •
☐ Aloe Vera Shampoo and Cornillo Aloe Vera Shampoo and Cornil		1_1_1_	لسلسل	MY CARD EXP	AES	-
500 mg. Vitamin C, 500 Tablets-No.0864-31	SIGNATURE					=
Therovite with Zinc. 100 Tablets-No.0629-11 Therovite with Zinc. 100 Capsules-No.0750-11 400 I.U. Vitamin E. 100 Capsules-No.0750-11	R	E	ORE	ASTEST S	FREE!	=
2 Complex 250 Capsules-No.0179-23			VISN	MASTERCARD		
Vitamin B Compress 250 Tablets-No.0885-21		3	300	-457-2	S A WEE	< '

ATTACHMENT A

^		c	13	NO.
LJ		₹.	ж	TU.

DATE:

to the postmaster

AT :

PITTSBURGH, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of LIFE EXPANDER CHOLINE CHLORIDE

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a dunlicate thereof issued by the Postal Service.

You are further directed to hold for not less than 4% hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is intrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such MINIOES.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or samp the words "Return To Sender, Order Issued Against Addressee For Violation of False Representation Law" open the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

273-84-F

PS Docket No; G.C	
	Judicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of LIFE EXPANDER CHOLINE CHLORIDE or any similar product, by which Respondents seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- I. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that the ingestion of LIFE EXPANDER CHOLINE CHLORIDE as directed will produce a significant effect on brain memory functions and nerves.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals or drugs or any mixture or combination thereof will have a significant beneficial effect on the memory functions of the brain of the person who uses such product as directed unless at the time

such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- a. two clinical studies
- b. conducted in accordance with generally accepted scientific procedures
- c. by qualified persons, independent of Respondents or their agents, representatives or employees
- d. which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against) March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY) P.S. Docket Nos.) 19/186 20/8) 19/187 20/22) 19/188 20/23) 20/4 20/24) 20/5 20/26) 20/6 20/27
921 Penn Avenue) 20/7
at))
Pittsburgh, PA 15222-3891	,)

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSE

BY: / Moures A. Ziebarth

Counsel for Complainant
Consumer Protection Division

TAZ:boc:0062Z G.C. 273-84-F LIFE EXPANDER CHOLINE CHLORIDE

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.)

A Corporation d/b/a)

GNC)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

921 Penn Avenue)

at)

Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- 4. Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

(c) Upon filing of such petition, the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	_day	of	February	, 1985.
-------	------	------	------	----	----------	---------

GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said

corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

Name∕

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

CHOLINE CHLORIDE P.S. Docket No. 19/188 0068Z G.C. 273-84-F LIFE EXPANDER CHOLINE CHLORIDE

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 19/188

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of LIFE EXPANDER CHOLINE CHLORIDE or any
similar product, by which they seek the remittance of money or
property through the United States mail, forthwith cease and
desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that the ingestion of LIFE EXPANDER CHOLINE CHLORIDE as directed will produce a significant effect on brain memory functions and nerves.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of vitamins, minerals, lipotropic substances or any mixture or combination thereof will have a significant beneficial effect on the memory functions of the brain of the person who uses

such product as directed unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Nothing herein shall be deemed to preclude Respondents from making truthful and scientifically accepted representations regarding the role of choline or choline chloride as a nutrient used by the brain or as a neurotransmitter provided that no representation is made that the average well-nourished person is deficient in this substance.
- 4. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:0009Z G.C. 281-84-F LIFE EXPANDER FAT FIGHTER - DHEA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.)

A Corproation d/b/a)

GONC (COMPANY)

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

Politisburgh, PA 15222-3891

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs and advertisements appearing in newspapers of general circulation inviting the readers to remit money or property through the mail to various addresses including the address shown in Attachment A.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of those referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The hormone, dehydroepiandrosterone (DHEA) contained in LIFE EXPANDER FAT FIGHTER tablets, taken as directed, will convert food to energy;
 - (b) The ingestion of LIFE EXPANDER FAT FIGHTER tablets as directed will prevent weight gain and cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;

- (c) The ingestion of DHEA is safe; and
- (d) The claims of safety and efficacy set forth in subparagraphs (a) through (c) above have been established by competent scientific or medical tests.
- 6. The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel

Complainant

Seorge C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebaryh

Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1112

(202) 245-4385

Timothy J Manoney

Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784



Every body depends on and needs Lysine for building new tissues, antibodies, and enzymes that Pre essential for healthy body functions. Our 312 ing. Lysine tablets give your body the Lysine it cannot produce itself. Get your Lysine today, your body

will thank you Salal See 35 5 5 5 Salal 180 He. 0102-12 14-14-53.49 250-No. 0102-22 120-47 \$7.99

300-но. этог. 2 этог ээ \$15.99

NEW! 500 mg. L-LYSINE sale 100-Ha. 0167-11 55-47-\$3.99 750 Ha. 0167-21 \$13-49 \$7.49

be helpful in letting you get to sleep (asst - QUANTITY PROD. NO. 1 PRICE 15

500 Mg Tablets 9530-11 S L49 510.99 510.99 510.99 515.39 515.39





No Starth Lyo Preservatives

50-No. 0183-1

์120-No. 0183-2 \$19.99

Total (11) (21) with soomy DHEA

Here's the fantastic hormone produced by our bodies in a Mega 500mg. Fat Fighter Tablet. Lab experiments proved it. TDHEA helps convent food to energy. The experiments iments proved that weight was lost while eating the same amounts of food as before! DHEA lets you eat normal foods, you like just as you normally do and still keep the pounds off! No word crash diets ... just a guaranteed Natural Fat Figment. 50 Tablets \$3.99

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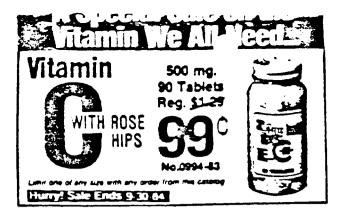
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Natural Sales Company 418 Wood Street Pittsbury PA 15222

Postmester Leave With Current Resident PAID GENERAL NUTRITION CORPORATIO

Unique nouse are will ship proper to name principe

COMMAN INFERTOR CONFORMING

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222



hone () Please show your sperin number for prompt, accurate delivery, P.O. BOX AND RURAL ROI	UTE ADDRESS				_ APT NO
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Papaya Enzyme Tablets, 500-No.0925-53 Aloe Vera Shampoo and Conditioner, 36 ozNo.2969	MY BANK C			MY CARD EXP	RES
500 mg. Vitamin C, 500 Tablets-No.0964-31	SIGNATURE				
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☐ Vitamin B Complex, 250 Capsules-No.0179-23 ☐ 1000 mg. Vitamin C, 250 Tablets-No.0885-21 ☐ Preventron, 500 Tablets-No.0588-31		8	00-	ASTERCARD -457-2 DAY7 DAY	2000 SAWEEK



ATTACHMENT A

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DATE:

TO THE POSTMASTER

AT

Pittsburgh, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of FAT FIGHTER - DHEA

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or samp the words "Return To Sender: Order issued Against Addressee For Violation of False Representation Law" apon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to underliverable matter.

PS Docket No	; G.C. <u>201-04-</u>	
	Judical Officer	

ATTACHMENT B

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of LIFE EXPANDER FAT FIGHTER tablets or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The normone, dehydroepiandrosterone (DHEA) contained in LIFT EXPANDER FAT FIGHTER tablets, taken as directed, will convert food to energy;
 - (b) The ingestion of LIFE EXPANDER FAT FIGHTER tablets as directed will prevent weight gain and cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;
 - (c) The ingestion of DHEA is safe; and
 - (d) The claims of safety and efficacy set forth in subparagraphs (a) through (c) above have been established by competent scientific or medical tests.

- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof will cause significant loss of or prevent the formation of body fat in the person who uses such product as directed unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) two clinicial studies
 - (b) conducted in accordance with generally accepted scientific procedures
 - (c) by qualified persons, independent of Respondents or their agents, representatives or employees
 - (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
 - 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue)	P.S. Docket Nos. 19/186 20/8 19/187 20/22 19/188 20/23 20/4 20/24 20/5 \$20/6 20/27 20/7
at)	
Pittsburgh, PA 15222-3891)	

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

BY: / 1911

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 281-84-F LIFE EXPANDER FAT FIGHTER DHEA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)
A Corporation, and ()
GENERAL NUTRITION CENTER, INC. A Corporation d/b/a

GNC
GENERAL NUTRITION CENTERS ()
GENERAL NUTRITION CENTERS ()
GENERAL NUTRITION CORPORATION, and ()
NATURAL SALES COMPANY ()
921 Penn Avenue ()
at ()
Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - (a) Whenever there is reason to believe that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated this	26th	day	of	February	, 1985.
------------	------	-----	----	----------	---------

GENERAL NUTRITION CORPORATION, A Corporation

By: blons

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITNESS:

N a m A

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

LIFE EXPANDER FAT FIGHTER (DHEA) P.S. Docket No. 20/26

0077Z G.C. 281-84-F LIFE EXPANDER FAT FIGHTER - DHEA

EXHIBIT A

CEASE AND DESIST ORDER NO. CD____

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/26

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of LIFE EXTENDER FAT FIGHTER tablets or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The hormone, dehydroepiandrosterone (DHEA) contained in LIFE EXPANDER FAT FIGHTER tablets, taken as directed, will convert food to energy;
 - (b) The ingestion of LIFE EXPANDER FAT FIGHTER tablets as directed will prevent weight gain and cause the obese user to lose significant amounts of weight without the necessity of dieting or restricting caloric intake;
 - (c) The ingestion of DHEA is safe; and

- (d) The claims of safety and efficacy set forth in subparagraphs (a) through (c) above have been established by competent scientific or medical tests.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of hormones or nutritional supplements containing hormones or any mixture or combination thereof will cause significant loss of or prevent the formation of body fat in the person who uses such product as directed unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) one or more clinicial studies
 - (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
 - (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.

3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:TJM:boc:3029 G.C. 276-84-F CHALLENGE MAXIMUM BODY BUILDER

84 550 27 54 1 29

UNITED STATES POSTAL SERVICE

WASHINGTON, D.C. 20260-1112

RECEIVED SECONDE

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION

A Corporation, and

GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a

GNC

GENERAL NUTRITION CENTERS

GENERAL NUTRITION CORPORATION, and

NATURAL SALES COMPANY

921 Penn Avenue

at

Pittsburgh, PA 15222-3891

SEP 27 1984

P.S. Docket No. 19/187

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005, com
plains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. § Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of advertisements contained in direct mail catalogs inviting the readers to remit money or property through the mail to 418 wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibits ONE and TWO are copies of advertisements used by Respondents typical of those referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The ingestion of CHALLENGE MAXIMUM BODY BUILDER will by itself cause a significant bulking or build-up of muscle tissue; and
 - (b) The ingestion of CHALLENGE MAXIMUM BODY BUILDER will build body tissue more rapidly than adherence to a normal, well-balanced diet.

The representations set forth in paragraph 5 are 6. materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel, Complainant

Assistant General Counsel nsumer Protection Division

Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1112

(202) 245-4385

Malnoney

Counsel for Complainant

Regional Inspector/Attorney.

P.O. Box 3000

19004-9000 Bala Cynwyd, PA

(215) 668-4784

CHALLENGE MAX WEIGHT GAIN

90% Instant Protein! Builds body tissue faster!

A muscle building powder that's been exclusively developed to build body tissue with 23 gm of Protein, 19 vitamins and minerals and 20 amino acids and enzymes per serving (3 Tbis). It's the powder body builder athletes and football players rely on to bulk up. Try it and see for yourself.

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21/2 lb. No.1545-11 \$19.75 Thice includes 756 for extra heavy weight postage & handling.



RAPID WEIGHT GAIN

Your choice of three great testing flavors: Chocolate, Vanille, or Strawberry

Want to gain weight fast? Our Crash Weight Gain powder is the powder athletes and other people rely on to add weight fast. 4 rounded tablespoons and milk 3 times a day provide over 1800 calories. You get 5 gm of protein, vitamins and minerals in each serving.

-No.1538-11 4 lb. Vanilla 4 lb. Chocolate -No.1539-11 \$10.75 4 lb. Strawberry-No.1540-11 \$10.75 *Prices include 75¢ for extra heavy weight

postage & handling.



ALL STAR RAPID WEIGHT GAIN TABLETS

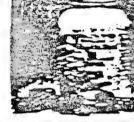
These potent weight gain tablets are scientifically designed to increase your strength, energy, and endurance while gaining in-overall weight. Try them and see what thousands already know "All Star Rapid Weight Gain Tablets Work!"

Each Tables Cancarne:	_	
87 4 mg	Pantothenic Acid3 mg.	
Macmamide	Desiccated Liver 21 Grains Sale	
812 4 mcg	200-No.1415-11 25.59 24.9	9

PUMPKIN SEED OIL CAPSULES No.1077-31 300 Rea. \$15.49

Sale \$14.49

GOLDEN HARVEST



Safflower Oil Capsules 1150 mg, with 3 mg, of Vitamins 8-6 100—No.0117-12 200—No.0117-62 100% Pure California Virgin Olive Oil 8 oz.—No.1493-21

Sunflower Seed Oil Capsules

100% Pure Corn Oil

Garlic and Oil 18 AT _MA 1495-21

... ₽.4 ... \$5.7!

... 24.3

.. \$5.10

.. \$4.79

.. \$2.5 .. \$4.1:

SUCXWHEAT HOMEY ORANGE BLOSSOM HOMEY SUMFLOWER HOMEY TUPELO HOMEY WED FLOWER HOMEY CLOYER HOMEY

HONEY Only nature and Golden Harvest could bring you honey this tresh, this natural, and this good!

Try our honey and let all of nature a rich laste burst forth on everything you put it on...it a just that good! ysi ihai good Quan. Pres. Ne 1 B. 1346-15 1 B. 1266-15 1 B. 8741-15 1 B. 8741-15 1 B. 1251-15 1 B. 8743-15

United States Postal Service COMPLAINANT'S Exhibit ONE, P.1

100-No.0901-11 \$16.9954 -No.0901-21

HONEY BEAR

The sweetest Honey-dispensing bear around! Our Honey Sear is filled with pure clover honey that's easy to dispense when you turn thes lovable Bear upside down. You get the exact amount of honey you want, where you want it, and without a mess. This plump re-usable little fellow with his sunny smile is a perfect complement to any table.

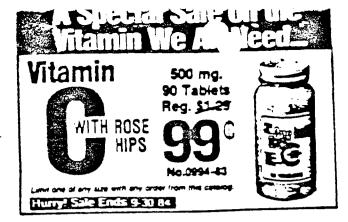
12 sz. No.3458-11 \$1.99

Use the Fabulous FII

SWEET, CLEAR, SPARKLING water with the delicious taste of a pure, natural spring—right from your faucet. No costly bottled water! No chemicals! No temporary tap attachments! The activated carbon removes DDT, chlorine, sulphur, all organic tastes and odors. Makes drinking water EPA sale from carcinogenic THMS! The cellulose filter takes out rust, discoloration, etc. and "polishes" water crystal clear! Enjoy good drinking water, full flavored beverages and frozen juices. Portable decanter set lasts indefinitely with realized beverages and frozen juices. ble decanter set lasts indefinitely with replaceable refills that work over and







Natural Sales Company 418 Wo Street PA 15222 Pittsbu'

Postmaster Leave With Current Resident

U.S. PUSTAL PAID MUTRITION

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

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□ 50 mg. Zinc. 100 Tablets-No.2535-10 □ Aloe Vera Roll-On Deodorant. 3 ozNo.2681-11 □ Aloe Vera Gel Toothpaste. 6.4 ozNo.1524-21	CHARGE O	io ini ka ni iki NASIV⊡ ve	mation. CMester (chi pie	nadian orders: arge card on ase and \$6.0	H:.
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U Vitamin B Complex, 250 Capsules-No.0179-23			300	457-2	2000) Y



needs protein. Protein gives our bodies the building blocks needed for growth repair and maintenance Eren of body tissues and organe. 20% of the lotal weight of an adult is protein, Proteins are made up of 22 amino scide. Good sourc of protein are nuts, peas, beans and seeds. Our bodies constan need protein for our cells, muscles and more!

Milk and Egg Protein judged to be most efficient by the U.S. Government

Milk and Egg Protein

An easy way to get the protein you want Just mix our delicious 904e Milk and Egg Protein powder in your lavorite beverage and you get a complete well-balanced ordtein formula, plus vitamins, minerals, lech min, and enzymes. Our finest protein subpiement that's delicious tasting and great for you. No artificial colors, preservatives. flavors, sucrese, starch, or cholesterok



QUANTITY PROD. NO. PRICE

1408-11

All Star Rapid Weight Gain Tablets

hese potent weight gain labiets are scien tinesity pesigned to increase your strength. energy, and endurance while gaining in overess weight. Try them and see what indusance aireacy andw. All Star Rapid weight Gain "ablets work!"

Each Tablet Contains:

Img

Pensonenic Acid ...

Desictated Liver 21 Grant QUANTITY PROD. NO. PRICE No. 1415-11 35.59



ONE GRAM PROTEIN CAPSULES

"You get a full 1000mg of Protein Power."

Predigested protein with no artificial colors or flavors You get guile protein, vitamins minerals, and other

Will ingredients 100-No. 1055-11-57:32 \$5.99

Wild Cherry Liquid Protein

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16 OZ NO. 1546-11

********** 93% Protein

A great way to get protein olus vitamins and minerals! With each tablet, you get 600 mg of pure protein (93% on a dry basis) from all natural vegetables. 93% protein tablets are the way thousands add protein to their daily health program How about you

MTITY	PROD NO.	PRICE		سائد. ۱۷
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All Star 90% High Prote Tablets

200-No. 1414-11 \$3.59

400-No. 1414-21 \$5.99 1000-No. 1414-31 \$13 \$9

Each chewable tablet gives you all the essent in a acids plus percentages of vitamins and nucerals (to active becold of those who wish to jose we but

Liquid Predigested Protein

Cherry lievated protein which succites at the essential amino acids blue a percemage of Karruns, munerate & new way to take protein. Contents no saconarine

18 ez. Ne. 1719-11 \$8.99 32 az. Ne. 1719-21 312

Super Energy Cil Capsui "Helps increase endurance, vim and vigor day and night!"

If you feel tired, life less, or just plain rundown, our Super Energy Off-If you feel tired, lifeless, or just plant to have Each caps he contains. Capsules could grow you a new lease on life. Each caps he contains.

three of natures in has shown that It stamine and vigor.

EACH CAPSULE! Saybeen Oil Rice Bran OH .. Wheel Germ OB (C Vitamin E (d- alphi 100 Capaules No 200 Capsules No United States Postal Service

COMPLAINANT'S

Exhibit Two

New! CHALLENGE Crash Weight Gai:

Your choice of three great tasting flavors: Chocolate, Vanilla, or

Strawberry! Want to gain weight fast? Our Crash The Gain powder is the powder athletes other people rely on to add weight 4 rounded rapiespoons and milk 3 & a day provide over 1800 calones. get protein, vitamins, and minerals in

serving 4 ib. can. 1. Vanilla No. 1538-11 \$9.99

2. Chocolate No. 1539-11 \$9.99

b. Strawberry No. 1540-11 59.99

Lipotropic Fat Fighter Tablets

Fatty substances in the blood are know lipoids. This special blend of fat fighting 8 vitamins and other nutrients work to utilize lipoid fat substances in your blood For years, body builders, athletes and physical fitness enthusiasts have relied on Lipotropic tablets to fight fat... now you can too!

Each Tablet Contains: Chaine Bitarirate 500 mg Ingsitot 250 mg. ... 100 mg. di-Methionine



New! CHALLENGE Muscle Builder 90% Instant Protein! Builds body tissue faster!

A muscle building powder that's been exclusively developed to build body tissue with 19: vitamins and minerals plus 20 amino acids and enzymes, it's the powder body builder athletes and football players rely on to bulk up. Try it and see for yourself. Naturally flavored.

21/1b. No. 1545-11 \$18.99

Challer المراجدي

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JUDICIAL OFFICER Washington, DC 20250-6100

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DATE:

TO THE POSTMASTER

AT .

Pittsburgh, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of CHALLENGE MAXIMUM BODY BUILDER

Now, therefore, pursuant to authority rested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 4X hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether requirered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender; Order issued Against Addresses For Violation of False Representation Law" apon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the unders. If the outside of the mail fails to contain information is necessary to permit return to the under, the mail shall be disposed of under the postal regulations applicable to underliverable matter.

PS Docket No.	_; G.C. <u>276-84-F</u>	•
		Judical Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of CHALLENGE MAXIMUM BODY BUILDER or any
similar product, by which Respondents seek the remittance of
money or property through the United States mail, forthwith
cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The ingestion of CHALLENGE MAXIMUM BODY BUILDER will by itself cause significant bulk-ing or build up of muscle tissue; and
 - (b) The ingestion of CHALLENGE MAXIMUM BODY BUILDER will build body tissue more reapidly than adherence to a normal well-balanced diet.

- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, enzymes, chemical drugs or any mixture or combination thereof:
 - (a) Will, by itself cause a significant bulking or build up of muscle tissue, and
- than a normal, well-balanced diet
 unless at the time such claims are made Respondents possess
 reliable and competent scientific evidence that substantiates
 such claims. This order shall not apply to any advertisement
 placed for publication prior to the date hereof. For the
 purpose of this order, an example of "reliable and competent"
 scientific evidence includes but is not limited to:
 - (a) two clinical studies
 - (b) conducted in accordance with generally accepted scientific procedures
 - (c) by qualified persons, independent of Respondents or their agents, representatives or employees
 - (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.

3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against) March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue) P.S. Docket Nos.) 19/186 20/8) •19/187• 20/22) 19/188 20/23) 20/4 20/24) 20/5 20/26) 20/6 20/27) 20/7
at Pittsburgh, PA 15222-3891))))

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL,

BY: Mount N. Thomas A. Ziebarth

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 276-84-F CHALLENGE MAXIMUM BODY BUILDER

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)
A Corporation, and ()
GENERAL NUTRITION CENTER, INC. A Corporation d/b/a ()
GNC
GENERAL NUTRITION CENTERS ()
GENERAL NUTRITION CENTERS ()
GENERAL NUTRITION CORPORATION, and ()
NATURAL SALES COMPANY ()
921 Penn Avenue ()
at ()
Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - (a) Whenever there is reason to believe that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

(c) Upon filing of such petition, the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	day	of_	February		1985.
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GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

en a hora jus

corporation

WITNESS

Mame

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

CHALLENGE MAXIMUM BODY BUILDER P. S. Docket No. 19/187

0067Z G.C. 276-84-F CHALLENGE MAXIMUM BODY BUILDER

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 19/187

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of CHALLENGE MAXIMUM BODY BUILDER or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The ingestion of CHALLENGE MAXIMUM BODY BUILDER will by itself cause significant bulking or build up of muscle tissue; and;
 - (b) The ingestion of CHALLENGE MAXIMUM BODY BUILDER will build body tissue more rapidly than adherence to a normal well-balanced diet.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or

omission that the ingestion of any product consisting of proteins, amino acids, vitamins, minerals or any mixture or combination thereof:

- (a) Will, by itself, cause a significant bulking or build up of muscle tissue, or
- (b) Will build body tissue more rapidly than a normal, well-balanced diet

unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

January , 1985

Dear Customer:

The United States Postal Service has suggested that the advertisement to which you responded for our Challenge Maximum Body Builder protein product incorrectly represents that this product will, by itself, cause a significant bulking or building-up of muscle tissue. While we have contested that interpretation of our advertisement, we wish to be sure you understand our representations for this product.

Body building and increased muscle tissue is, of course, accomplished through a program of proper physical activity and exercise. If you are on a muscle building program or engaged in strenuous physical activity, your body requires more protein. One way of insuring that you are getting sufficient protein while engaged in strenuous exercise or body building activity is to take a protein supplement such as our Challenge Maximum Body Builder product which provides 23 grams of protein, 19 vitamins and minerals and 21 amino acids and enzymes in each serving of three tablespoons.

If upon reading the foregoing, you do not wish to use our product, please return it to us and we will promptly refund your remittance plus postage. Remember that if you decide to follow our program and are dissatisfied for any reason whatsoever, we stand behind our unconditional money back guarantee.

GENERAL NUTRITION CORP.

P.S. For your information, we are enclosing a copy of our revised advertisement.

CHALLENGE - MAX BODY BUILDER

90% Instant Protein - 100% Delicious

Body building and increased muscle tissue are accomplished, of course, through a proper program of physical activity and exercise. If you are on a muscle building program or engaged in strenuous physical activity, your body requires more protein. CHALLENGE MAXIMUM BODY BUILDER is one way of insuring your body gets sufficient protein while engaged in heavy exercise and body building activity. You get 23 grams of protein, 19 vitamins and minerals and 21 amino acids and enzymes in each serving of three tablespoons. Its the powder we recommend for hard exercising body builder athletes and football players when they're bulking up. Try it! You'll like it!

TAZ:TJM:boc:1265 G.C. 271-84-F MENTAL ACUTIY FORMULA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

921 Penn Avenue)

at)

Pittsburgh, PA 15222-3891)

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of advertisements contained in direct mail catalogs inviting the readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibitl is a copy of an advertisement used by Respondents typical of those referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) MENTAL ACUITY FORMULA (hereinafter M.A.F.) provides nutrients lacking in the ordinary diet that will prevent or retard the deterioration of the memory functions associated with the aging process;

- (b) M.A.F. provides nutrients lacking in the ordinary diet that will help prevent or retard the deterioration in mental acuity associated with the aging process;
- (c) The ingestion of RNA as contained in M.A.F., when taken as directed, will aid the long term memory functions of the brain;
- (d) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will feed the brain cells of the user;
- (e) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining the user's emotional balance;
- (f) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining the user's mental acuity;
- (g) The ingestion of Choline as contained in M.A.F., when taken as directed, will have a significant effect in keeping brain nerves functioning well;
- (h) The ingestion of Phenylalanine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining peak mental performance; and

- (e) The ingestion of Lecithin as contained in M.A.F., when taken as directed, will supply acetylcholine which will significantly help brain function.
- The representations set forth in paragraph 5 are materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel, Complainant

George C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebartz

Counsel for Complainant Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1100

(202) 245-4385

Timothy J. Mahoney

Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4734



IS YOUR BRAIN ON A DIET?

Announcing... A New Breakthrough For All of Us Who Forget!

My anti a Bookies and 9 forgall You would shink ? would have remembered. Well ten years ago 9 would had now 9 shink 'Ole Man 7 cms is baving for with my



Science knows that the aging process can take its toll on our memones. Also poor nutrition roos our memory of its sharpness and power. Your memory, like all other vital functions in your body, needs specific vitamins, minerals, and other nutrients in order to maintain its level of memory power and keep you alert and sharp.

Our new M.A.F. (Mental Acusty Formula) gives you five of the natural nutnents that science and scientific research shows may be vital helpers to your thinking and memory process. Now you don't have to put your memory on a diet. Feed it the foods that may herp it to remember longer, be

sharper and stay alert longer! These five nutrients could make the difference just look at what they can do for you:

RNA (ribonucleic Acid) 250 mg - Studies have shown that this amazing nutrient is apparently needed by our brain for long term memory

L-Glutamine 250 mg —This important thinking amino acid is the one that science believes feeds our brain cells to help us keep our mental sharpness and emotional balance.

 Choline Situritrate 250 mg —This nument is an important substance which keeps our brains

amportant successful to top shape!

Phenyalalanine 250 mg — This essential ammo and with the long name is the one which increases our brain bells interaction between each other, which is very important for peak

mental performance. Lecithin 1000 mg —This super nutrient from nature, is the one which gives you a substance called acetoicholine. This substance helps your brains, cells transmit nerve signals. Lecthin can

help supply it.
Our new Mental Acuity Formula is for papple who want to hold on to what they have, and help improve what they have been missing! M.A.F. a truly a thinking formula for everyone who is really concerned about their memory's well-being. Get this amazing new "brain-lood" formula, it may just be the enswer to the "I forgot!" Order now.

No. 0090-11 100 Tablets-\$9.99 SAVE \$2.00—Buy Two Bottles for \$17.98

MALE GLANDUL COMPLEX

We harnessed 9 all hatural potent fresh grandulars and added zinc plus Vitamin E to make all new Male Glandular Comples (ablets) Thru a special process that preserves each glandulars power we ve created this formula especially for men. Thousands of men rely on and trust glandulars as a part of their personal health program. See what they do for

90-No. 2501-11 \$12.99

FORTIFII WITH ZING A

Whose Prusery Hear Pancreas Screen

United States Postal Service COMPLAINANT'S Exhibit ONE, 1

90-No. 2500-11 \$12.99

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MAX-GERE

Our highest potency Mega-Vitamin tablets with chelated

mineral	S.		
Quantity	Prod. No.	Price	Sele!
30	0149-11	\$ 5.49	
60	0149-21	\$ 9.49	
90	0149-31	فنفنة	812.40

Vitamin A 25 Vitamin D Vitamin C Vitamin E Vitamin B-1 (Thiamine) Vitamin B-2 (Ribofiavin) Niscinamide Vitamin J-6 (Pyndoxine) Biotin Folic Acad	.400 i.U. .250 mg. .150 i.U. .50 mg. .50 mg. .50 mg. .50 mg.
Vitamin B-12 Pantotheric Acid Partotheric Acid Para Aminó Benzoic Acid Incardi Choline Bitartrate Rubn	100 mg. 250 mg. 250 mg.

Citrus Bioflavanoid Hespendin Betaine Iodine (from Keip) Glutamic Acid Calcium (Amino Chelated) Iron (Amino Cherated) Magnesium (Amino Cherated) Copper (Amino Chelated) Potassium (Amino Complex	.5 mg. 25 mg. 30 mcg 25 mg. 0 mg. 7 mg. 7 mg.
Manganese (Amino Chelated) 6 Zinc (Amino Chelated) 1.11	1 mg.

NATURAL GLANDULAI

Our concentrated glandular products are processed at low temperatures to keep ! them fresh and at their maximum potency. Each glandular is of the highest quality that can be found. They contain no sugar, starch, sale, preservatīves — just pure glandular concentrated power.



Adrenal 80 mg. Pancreas 330 mg. Heart 150 mg. Pituitary 40 mg. Thymus 150 mg. Prostate 140 mg. Ovary 160 mg. Testicular 160 mg.

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No. 2591-11-60 Tablets	45 44
No 2502 44	\$5.99
No. 2592-11-60 Tablets	\$5.99
NO. 2593-1180 Tablete	\$5.99
No. 2594-11-60 Tablets	
Mo. 2007 1-00 BDIets	\$5.99
No. 2595-11-60 Tablets	\$5.99
No. 2596-11-60 Tablets	
Ho Second Tablets	\$4.99
No. 2597-11-60 Tablets	\$5.99
No. 2598-11-60 Teh air	

FIDERIFIC (For use with the F Plan Diet)

"Now you can safeguard your health and control your weight." Millions of Americans do not get the fiber they need to protect their well being. Fiberitic gives you high potency fiber (without having to chomp on high fiber foods like dried prunes, brussel sprouts, beans and more) in easy to take tablets or great tasting naturally sweetened powder. Fiberitic besides giving you healthful fiber gives you weight control by giving you that satisfied "full feeling"... So you eat less by fooling your brains hunger center naturally. Get Fiberitic now! 210 Tablets ...

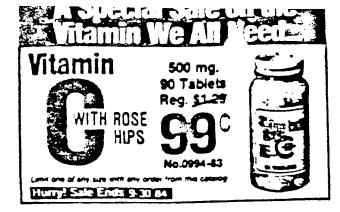
.... No. 0761-11 PA

MULTI-GLANDULAR TABLETS

This advanced formula gives you all of the pure glandular power 60-No. 2590-11 SS.99 Sala/\$4.99

CONTAINS: Whole Pittirtary Substance Adrenal Substance 5 mg. Brain Substance 30 mg.

Pancrease Substance 30 mg Speen Substance 30 mg Thymus Substance



Natural Sales Company 418 Wood Street Pittsburgh: PA 15222

Postmester Les With Current Resident PAID GENERAL NUTRITION CORPORATION

Charlet word and any that order to vote brings

SOURCE MATERIOR CORPORATION

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

ORDESIEMANICE

Phone (INT NAME -				AFT NO	
number for prompt, accurate delivery, P.O. BOX AND RURAL ROUT CUSTOMERS—Please furnish street or road name. UNLESS NOTE	ID, ADORESS	P* 1 ***				
WE WILL SHIP ORDER TO NAME PRINTED ABOVE.		Size	How	Price	Total	
Name of Product	Code No.		Many		16. 3.	
OUT YOUR ORDER FORM	CP 37 1/2	750	 	16.5	10.	
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100 mg. Acerola C, 100 Tablets-No.0923-13				.576 7612.	nadian orders 5	
30 mg Zine. 100 records 3 ozNo.2581-11 Aloe Vera Roll-On Deodorant, 3 ozNo.2581-11 Aloe Vera Gel Toothpaste, 6.4 ozNo.1524-21	CHARGE Of a charging, fi	ili in all infor	mation. [Master (on ⊃rd p4	arge card onli- ease add \$6.00	
Tankets 500-No 0925-53	MY BANK		ARD NUN	1111		
Aloe Vera Shampoo and Colliditions, 35 day		1_1_1_		MY CARD EXF	PIRES	
500 mg. Vitamin C, 500 Tablets-No.0864-31	SIGNATURE					
Therovite with Zinc, 100 replets-No.0750-11		Ŧ	ORE	STEST S	ERYICE	
			CA	LL TOLL MASTERCARD	FREE!	
Vitamin B Complex, 250 Capsules-No.0179-23		E	300	-457-2	2000	
Preventron, 500 Tablets-No.0588-31		24 H	OURS A	DAY7 DA	YS A WEEK	



JUDICIAL OFFICER Weshington, DC 20250-8100

ATTACHMENT A

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DATE:

TO THE POSTMASTER

AT

PITTSBURGH, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of MENTAL ACUTIY FORMULA

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are missfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whather registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order based Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

271-84-F	•
PS Docket No; G.C	
-	Indicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of MENTAL ACUITY FORMULA or any similar
product, by which they seek the remittance of money or
property through the United States mail, forthwith cease and
desist from

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) MENTAL ACUITY FORMULA (hereinafter M.A.F.) provides nutrients lacking in the ordinary diet that will prevent or retard the deterioration of the memory functions associated with the aging process;
 - (b) M.A.F. provides nutrients lacking in the ordinary diet that will help prevent or retard the deterioration in mental acuity associated with the aging process;

- (c) The ingestion of RNA as contained in M.A.F., when taken as directed, will aid the long term memory functions of the brain;
- (d) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will feed the brain cells of the user;
- (e) The ingestion of L-Glutamine as contained in M.A.P., when taken as directed, will have a significant effect in maintaining the user's emotional balance;
- (f) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining the user's mental acuity;
- (g) The ingestion of Choline as contained in M.A.F., when taken as directed, will have a significant effect in keeping brain nerves functioning well;
- (h) The ingestion of Phenylalanine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining peak mental performance; and
- (e) The ingestion of Lecithin as contained in M.A.F., when taken as directed, will supply acetylcholine which will significantly help brain function.

- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof has an effect on the brain, memory or mental performance of the user who takes the product as directed unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) two clinical studies
 - (b) conducted in accordance with generally accepted scientific procedures
 - (c) by qualified persons, independent of Respondents or their agents, representatives or employees
 - (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
 - 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue)	P.S. Docket Nos. 19/186 20/8 19/187 20/22 19/188 20/23 20/4 20/24* 20/5 20/26 20/6 20/27 20/7
at)	
Pittsburgh, PA 15222-3891)	

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

BY:

Thomas A. Ziebarth/

Counsel for Complainant
Consumer Protection Division

TAZ:boc:0062Z G.C. 271-84-F MENTAL ACUITY FORMULA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)
A Corporation, and GENERAL NUTRITION CENTER, INC.
A Corporation d/b/a)

GNC
GENERAL NUTRITION CENTERS)
GENERAL NUTRITION CORPORATION, and)
NATURAL SALES COMPANY)
921 Penn Avenue at)
Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING
CONSENT ORDER
TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - (a) Whenever there is reason to believe that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	day	of_	February		1985.
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GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said

corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

7

Name

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

MENTAL ACUITY FORMULA P.S. Docket No. 20/24

0078Z G.C. 271-84-F MENTAL ACUITY FORMULA

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/24

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of MENTAL ACUITY FORMULA or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) MENTAL ACUITY FORMULA (hereinafter M.A.F.)

 provides nutrients lacking in the ordinary diet that will

 prevent or retard the deterioration of the memory functions

 associated with the aging process;
 - (b) M.A.F. provides nutrients lacking in the ordinary diet that will help prevent or retard the deterioration in mental acuity associated with the aging process;
 - (c) The ingestion of RNA as contained in M.A.F., when taken as directed, will aid the long term memory functions of the brain;

- (d) The ingestion of L-Glutamine as containined in M.A.F., when taken as directed, will feed the brain cells of the user'
- (e) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining the user's emotional balance;
- (f) The ingestion of L-Glutamine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining the user's mental acuity;
- (g) The ingestion of Choline as contained in M.A.F., when taken as directed, will have a significant effect in keeping the brain nerves functioning well;
- (h) The ingestion of Phenylalanine as contained in M.A.F., when taken as directed, will have a significant effect in maintaining peak mental performance; or
- (i) The ingestion of Lecithin as contained in M.A.F., when taken as directed, will supply acethylcholine which will significantly help brain function.
- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of proteins, amino acids, nucleic acids, phosphoglycerides, lipotropic substances, or any mixture or combination thereof has an effect on the memory or mental performance of the user who takes the product as directed unless at the time such

claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) one or more clinicial studies
- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Nothing herein shall be deemed to preclude Respondents from making truthful and scientifically accepted representations regarding the role of Mental Acuity Formula as a nutrient used by the brain or as a neurotransmitter provided that no representation is made that the average well-nourished person is deficient in this substance.
- 4. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:TJM:boc:1305 G.C. 283-84-F PRACTICAL DIET PLAN

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against

GENERAL NUTRITION CORPORATION
A Corporation, and
GENERAL NUTRITION CENTER, INC.
A Corporation d/b/a

GNC
GENERAL NUTRITION CENTERS
GENERAL NUTRITION CORPORATION, and
NATURAL SALES COMPANY
921 Penn Avenue

at

Pittsburgh, PA 15222-3891

November 8, 1984

P.S. Docket No. 20/22

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. § Ad. News (97 Stat.) 1351.

- Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of that referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The component parts of the PRACTICAL DIET PLAN will, in and of themselves, cause the user to lose 10 pounds in two weeks;
 - (b) The spirulina component of the PRACTICAL DIET PLAN acts to "turn off" the "hunger center" in the brain of the user; and

- (c) The efficacy of the spirulina and glucomannan components of the PRACTICAL DIET PLAN as "fat fighters" has been proven by competent scientific tests.
- 5. The representations set forth in paragraph 5 are false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX
General Counsel,
Complainant

George C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebarta

Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1112

(202) 245-4385

Timothy J. Mahoney

Counsel for Complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784



FINALLY...The No Nonsense Natural Way for You to Diet is Here! Here's the double action diet plan that gives you two of Nature's most potent all-natural fat fighters, plus our exclusive top Multi-Vilamin formula all in a single, easy-to-take packet.

You Will Lose Up to 10 Pounds in 2 Weeks GUARANTEED!

R sounds too good to be true doesn't it? Well, read on, because this no nonsense, nutritionally sound plan really works...here's why:

EAT FOODS YOU LIKE AND STILL LOSE WEIGHT

The Practical Diet Plan is the new scientific diet that all ordinary diets look up to. Why, because only the Practical Over Plan gives you two proven natural fat fighters plus one of our top multi-vitamins in one easy to take packet. Many diets offer weight loss. Some make unrealistic claims some give you want charactal formulas and some really don't work at all The Practical Diet Plan really works. It was created by GNC the numitional leader for all of you who once and for all want to really loss weight. Don't fight the battle of the builde another instant-get the no nonsense way to a new summer you-order

PREVENTRON "An exclusive formula that gives you vital mineral, vitamin, and other nutrient insurance while dieting.

Prevention is the multi-vitamin and mineral formula that's been griving people nutritional The Prevention formula, one of America's leaders, insurance for over a quarter century. has been continually updated and refined to insure the extra potency that guards the wellbeing of Americans today. When you diet, your calone intake should be reduced. In most cases, it almost becomes impossible to meet your daily vitamin and mineral needs. Prevention makes up the third important part of the Practical Over Plan, by giving you 53 vital vitamins, minerals, and other numerits that help give you healthful insurance while during

.SPIRULINA

"The amazing fat fighting discovery from deep fresh water lakes" Over one million people have used this incredible high-protein nument to lose we From IBan, deep lakes and pools comes a substance nature created and thousands see by to lose weight. Spirulina! Spirulina is a superb protein-not food that acts to "turn of your hunger carrier in your brain. You get a natural will power helper to say no to seconds and high calone goodes that in the past have upped your scale upward. GLUCOMANNAN

"Nature's Hidden Secret of Weight Loss" For over 1500 years, the secret was moden in the onert. Then, as fine passed, the amazing of nature fiber was discovered to be a pos-sible mason why the people in the Onem stay sam. Gaucomannan, the no cardina foet ones one thing, and does it well. It absorbs figure and forms a high foet parities adds bulk so you need less book TO THE THE POPULATION OF THE STATE OF STIPSE IT BUT HER TO THE POPULATION OF THE HER VICENCE OF THE VICENCE OF THE HER VICENCE OF THE HER VICENCE OF THE VICENCE proportant fiber benefits that research has proven a so emportant

IMPORTANTI IF YOU READ NOTHING ELSE ... WE URGE YOU TO PLEASE READ THIS! The Practical Diet Plan is for people who any repeat only feel that weight loss should happen naturally, using only natural time-proven weight icss wonders. General Nutrition guarantees you will lose up to 10 pounds in 2 weeks, or we will return your money!

Se. 3514-11 14 Bay (42 Packsts)

Practical Diet Plan Reg. \$24.99 Two Practical Diet Packs (28-Day Sapary) \$21.99





"I want to thank you very much because of your Univers Feb. 27th." D.P. Mesa, AZ

The University Diet is a scientifically balanced formula that cont. protein, vitamins, minerals, fats and carbonydrates.

Most low calone diets forget about the after tital lagradients that body needs to maintain your energiest health what dieting little results on excessive out of musice basie, and excessive processing amounts of bid i

Our exclusive University Diet 110 calone replacement gives you 13 within 13 minerals, proteins, are and carbonydrates that your body needs write shed-

ding those pounds. The University Out meal replacement formula makes weight loss wary and simple. All you do a replace one meal with our balanced the casone formula. Asst max with water and drink it instantly you will see that going on a diet can be AND THE WITH WART AND CHIEFLY FOUNDLY FOR HER THE FOREIGN THE CHIEFLY STATE THE CHIE group as their year entry in their, we present that it according that are group and it about tasts great! So we created 4 tasts-tempong flavors that are group made to derive pure tasts presente. United States Postal Service

COMPLAINANT'S Exhibit ONE , P. 1

Lose up to 16 to 20 lbs. In 4 weeks or your money back!

DUTCH CHOCOLATE FLAVOR 24.8 sz. - No. 1406-11 \$34.89 Sale/ \$7.59

VANILLA FLAVOR S44/87.89 24.8 TL.-No. 1403-11 \$14-89

Strawberry flavor Sale! 87.39 24.8 02.-No. 1402-11 \$14.00 Banana Flavor

Sele/ 87.59

Alsa Available: UNIVERSITY DIET PACKETS—Great for travel and heach in the same

Chocolate Packets No. 1405-21 Yaqilla Packets No. 1403-21 Strawberry Packets No. 1402-21 1.2 m. \$1.19 eact-7 br \$4.90

THE UNIVERSITY DIET PLUS

24.8 cz. – No. 1405-11 214.95

With Glucomannan added, you need less food to feel satisfied and full because Glucomannan swells to works, and with a not vandle favor, a makes dieting fun.

418 Wood Street Pittsburgh, PA 15222

PAID GENERAL NUTRITION CORPORATIO

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COMMANDE CONTRACTOR

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

ORDE: BEANK

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USTOMERS—Please furnish street or road name. UNLESS NOTE:	o, cary		STATE		Z:P	
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☐ 50 mg Zinc, 100 Tablets-No.2539-14 ☐ 50 mg Zinc, 100 Tablets-No.2539-14 ☐ Aloe Vera Roll-On Deodorant, 3 ozNo.2581-11 ☐ Aloe Vera Gel Toothpasta, 5.4 ozNo.1524-21	CHARGE OF # charging, hit Charge to m	in all info CVISA	mation Master	er ≱rd ^{pi}	anadian orders the role of the care and \$6.0	۲
Tables 500 No 0025-53	MY BANK C	REDIT C.	ARD NUM	BES IS.	ПТТ	-
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Therovite with Zinc, 100 Tableties-No.0750-11 400 I.U. Vitamin E, 100 Capsules-No.0750-11	67.	3 56	CA		FREE	= !
Vitamin B Complex, 250 Capsules-No.0179-23 1000 mg, Vitamin C, 250 Tablets-No.0885-21 Preventron, 500 Tablets-No.0588-31			300	ASTERCARD 457-	2000 YS A WEE) K
On. ON MIABLE GIFT PEH CRISE	<i>)</i>					_



JUDICIAL OFFICER Washington, DC 20250-6100

ATTACHMENT A

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DATE:

TO THE POSTMASTER

AT

PITTSBURGH, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of Practical Diet Plan

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 4% hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is immediated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such sectivities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or samp the words "Return To Sender: Order based Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to underliverable matter.

2	8	3	-	8	4	_	Ē

75 Docket No.	; G.C	_		
			Judical Officer	

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of PRACTICAL DIET PLAN or any similar
product, by which they week the remittance of money or
property through the United States mail, forthwith cease and
desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The component parts of the PRACTICAL DIET PLAN will, in and of themselves, cause the user to lose 10 pounds in two weeks;
 - (b) The spirulina component of the PRACTICAL DIET PLAN acts to "turn off" the "hunger center" in the brain of the user; and
 - (c) The efficacy of the spirulina and glucomannan components of the PRACTICAL DIET PLAN as "fat fighters" has been proven by competent scientific tests.

- 2. Failing to make a clear and conspicuous disclosure of the necessity of adhering to a reduced calorie diet or a program of exercise or both in connection with the advertising of any product intended for use as an adjunct to a weight loss program except under the conditions specified in paragraph 3, below.
- 3. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof:
 - (a) Will in and of itself cause the user to lose a substantial loss of weight;
 - (b) Will affect or "turn off" the "hunger center" in the brain; or
 - (c) Has been clinically tested or proved to be safe or effective

unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

- (a) two clinical studies
- (b) conducted in accordance with generally accepted scientific procedures

- (c) by qualified persons, independent of Respondents or their agents, representatives or employees
- (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 4. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4, 1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue)	P.S. Docket Nos. 19/186 20/8 19/187 20/22* 19/188 20/23 20/4 20/24 20/5 20/26 20/6 20/27 20/7
at)	
Pittsburgh, PA 15222-3891)	

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

BY: ////
Thomas A. Ziebarth

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 283-84-F PRACTICAL DIET PLAN

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against) GENERAL NUTRITION CORPORATION) A Corporation, and GENERAL NUTRITION CENTER, INC.) P.S. Docket No. 20/22 A Corporation d/b/a GNC GENERAL NUTRITION CENTERS GENERAL NUTRITION CORPORATION, and NATURAL SALES COMPANY) 921 Penn Avenue) at) Pittsburgh, PA 15222-3891)

> AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- 4. Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

(c) Upon filing of such petition, the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	day	of	February	, 1985.

GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITNESS:

Name

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

PRACTICAL DIET PLAN
P.S. Docket No. 20/22

0075Z G.C. 283-84-F PRACTICAL DIET PLAN

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/22

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of PRACTICAL DIET PLAN or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The component parts of the PRACTICAL DIET PLAN will, in and of themselves, cause the user to lose 10 pounds in two weeks;
 - (b) The spirulina component of the PRACTICAL DIET

 PLAN acts to "turn off" the "hunger center" in the brain of
 the user; and
 - (c) The efficacy of the spirulina and glucomannan components of the PRACTICAL DIET PLAN as "fat fighters" has been proven by competent scientific tests.

- 2. Failing to make a clear and conspicuous disclosure of the necessity of adhering to a reduced calorie diet or a program of exercise or both in connection with the advertising of any product intended for use as an adjunct to a weight loss program except under the conditions specified in paragraph 3, below.
- 3. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of vitamins, minerals, nutritional supplements, fiber, or any mixture or combination thereof:
 - (a) Will in and of itself cause the user to lose a substantial amount of weight;
 - (b) Will affect or "turn off" the "hunger center" in the brain; or
 - (c) Has been clinically tested or proved to be safe or effective

unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:

(a) one or more clinicial studies

- (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 3, above.

Judicial Officer

TAZ:TJM:boc:1300 G.C. 275-84-F RISK MODIFIER

(

DOCKET NO.

SEP 27 1984

UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260-111294957277 P4: 30

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION
A Corporation, and
GENERAL NUTRITION CENTER, INC.
A Corporation d/b/a

GNC
GENERAL NUTRITION CENTERS
GENERAL NUTRITION CENTERS
GENERAL NUTRITION CORPORATION, and
NATURAL SALES COMPANY
921 Penn Avenue

at

Pittsburgh, PA 15222-3891

P.S. Docket No. 19/186

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

1. The Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of advertisements appearing in direct mail catalogs inviting readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of that referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that:
 - (a) The ingestion of RISK MODIFIER will significantly reduce the risk of cancer;
 - (b) The ingestion of supplements such as RISK MODIFIER was found by a National Academy of Science study to be effective in reducing the risk of cancer; and

- (c) RISK MODIFIER was developed by a renowned cancer research medical doctor.
- The representations set forth in paragraph 5 are 6. materially false as a matter of fact.

WHEREFORE, Complainant requests that orders in the forms submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX General Counsel, Complainant

George C. Davis

Assistant General Counsel

Consumer Protection Division

Thomas A. Ziebart

Counsel for Complainant

Consumer Protection Division

Law Department

475 L'Enfant Plaza, S.W.

Washington, D.C. 20260-1100

(202) 245-4385

Timothy J. Mahoney Counsel for complainant

Regional Inspector/Attorney

P.O. Box 3000

Bala Cynwyd, PA 19004-9000

(215) 668-4784

95% PROTEIN

No Sugar! No Starch! No Fat! Our 95% Protein Powder gives you a fantastic nutritious pick-me-up. This potent protein supplement contains 26 gm of protein per 1 oz. (3 Tbis.) serving plus over 28 vitamins, minerals, amino acids and more.

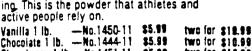
Vanilia 1 lb.-No.1420-15 \$5.99 4 for \$21.99

95% INSTANT PROTEIN POWDER

New! Sweetened with Nutra Sweet! Our 95% Protein Powder is the powder more and more people are turning to for a nutri-tious "Pic-Up." This rich nutrient contains 26 mg. of protein per 1 oz. (3 Tbls) serving. This is the powder that athletes and

Vanilla 1 lb. —No.1450-11 \$5.99 Chocolate 1 lb. —No.1444-11 \$5.99 Strawberry 1 lb. - No.1451-11 \$5.99

two for \$18.99 two for \$18.99



SUPER ENERGY MANAGE OIL CAPSULES

"Heips increase endurance. vim and vicor day and night"

If you feel tired, lifeless, or just plain run-down, our Super Energy Oil Capsules could give you a new lease line on life. Each capsule contains three of natures finest oils blended with natural Vitamin E. Research has shown that the nutrients in these oils could help to give new stamina and vigor. Try these natural wonders and see the difference.

EACH CAPSULE CONTAINS: Seybean Oil Rice Bran Oil Wheat Garm Oil (Cold Pressed) Vitamin E (d-alpha tocopheroil)	228 mg.
180 Cassales Na DESC-11 15-47 Sale/ S	

200 Capsulus No. 0898-21 318:49 Sale/ \$7.99



CHALLENGE JAX WEIGHT

No.1541-11 \$17.75 No.1542-11 \$17.75 4 lb. Chocolate 4 lb. Strawberry No.1543-11 \$17.75

ALL STAR RAPID

WEIGHT GAIN

16 cz. Strawbarry No.1410-11 \$3.99

*Heavy weight postage added

Here's the smart way to add weight fast. One serving with fortified A & D milk:

Carobhydrates..... 89 gms Fat 19 gms Cholesterol 70 gms Sodium 100 gms

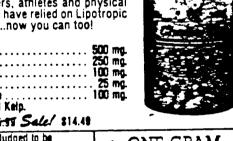
Now you can add up to 1590 calories to your normal diet each day. You get 18 vitamins and minerals in a delicious nutritious shake that's good for you. Just add milk.

TABLETS LIPOTROPIC FAT FIGHTER

Fatty substances in the blood are known as lipoids. This special blend of fat fighting B vitamins and other nutrients work to utilize lipoid fat substances in your blood. For years, body builders, athletes and physical fitness enthusiasts have relied on Lipotropic tablets to fight fat...now you can too

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Each Tablet Contains:	
Choline Bitartrate	mg
Inositol	ma
di-Methionine	ma
Vitamin 8-6	mo
Betaine Hydrochioride	mo
in a base of I liver and Valo	
in a base of Liver and Keip.	

Na.0364-11 180-846-57 Sale/ \$14.48



No.1411-35 16 oz. Chocolate LIQUID PREDIGESTED

PROTEIN Cherry Havored protein that gives you 15 om of protein per 1 oz. (2 Tbis) serving, essential amino acids plus vitamins and minerals.

18 az. Na.1719-11 \$6.99 32 az. Na.1719-21 \$12.99



WILD CHERRY LIQUID PROTEIN

Here's the liquid protein that's used nere's the Inquid protein that's used by famous body builders, athletes, and people who just want to be in tip top shape. Our all new liquid Protein is predigested and sweetened with fructose. It contains 12 gm of protein per 1 oz. (2 TbIs) serving plus 19 amino acids. Try this new transkad liquid extension with power-packed liquid protein in your daily health program and see the difference 18 mz - No.1546-11 \$7.99 "Milk & Egg Protein Judged to be most efficient by the U.S. Government"

MILK AND EGG PROTEIN With Aspartame

Just mix our delicious 90% Milk and Egg Protein powder in your favorite bever-and Protein olus vitamins, minerals, leci-

ONE GRAM PROTEIN CAPSULES

You get a full 1000 mg. of Protein Power'

United States Postal Service COMPLAIRART'S Exhibit ONE, p. 1 artifiat pure and Le!

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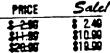
nerals.	us 1 d
No.1414-11	23.59

93% PROTEIN

A great way to get protein plus vitamins and minerals! With each tablet, you get 600 mg. of pure protein (93% on a dry basis) from all natural vegetables. 93% protein tablets are the way "thousands add protein to their daily health

	PROD. NO.	1
100	0701-11	ş

500 1000 0701-31





pull out exercise chart mcluded Salel

No.5603-11 \$2.95 Reg. \$3-95



400 No.1414-21 1000 No.1414-31



A GNC EXCLUSIVE ...

Developed by B renowned cancer research Doctor.

The NATIONAL ACADEMY of SCIENCE estimates that 60% of womens cancer and 40% of mens cancer are related to nutritional factors. Armed with this and other experimental and clinical knowledge Dr. Charles Simone M.D., a feading cancer researcher developed a 10 point plan to help combat the ravages of cancer. He listed the major risk factors that can contribute to cancer and developed a scientific nutrition vitamin and mineral formula. This formula we have created to Dr. Simone's exact specifications mula we have created to Dr. Simone's exact specifications and are now offering it to all Americans. There is no guarantee against cancer and naturally Risk Modifier Tablets are not a cancer cure, but this Risk Modifier Formula represents a common sense collection of information.

THREE TABL	ETS (
Villamins .	
Vitamin A5	.0000 i U
Vitamin D	400 I U
Vitamin E	500 I U
Vitamin C	650 mg
Vitamin B-1	. 10 mg
Vitamin B-2	. 10 mg
Niecin	. 10 mg
Vitamin 8-5	. 10 mg
Vitamin 8-12	18 mcg
Folic Acid	
Pantothenic Acid .	. 10 mg
Bucker	300 mc

ONTAIN:	
Minerals	•
Copper	3 mg
Zinc	
ladine	
Selenium	
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Beta-Carotene	
00 No 10	

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No.43

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wat chic con: filte tion new DULLE you.

Vitamin We All Need. Vitamin Soo mg. 90 Tablets Reg. \$1.29 WITH ROSE Reg. \$1.29 WITH ROSE HIPS 990-83 Limit one of any size with any order from this caletog HUTTY Sale Ends 9:30-84

General Nutrition Corp./
Natural Sr > Company
418 Wood reet
Pittaburgh, PA 15222

Postmaster Leave With Current Resident BULK RATE U.S. POSTAC PAID GENERAL NUTRITION CORPORATIC

Unless noted we will ship order to name (riinted)

GENERAL HUTETTON CORPORATION

General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

ORDER BLANK

Phone ()	ADDRESS	_ APT NO			
WE WILL SHIP ORDER TO NAME PRINTED ABOVE.	CITY		_ STATE		
Name of Product	Code No	Size	How Many	Price	Total
EXAMPLE OF HOW TO FILL	C467 21	256	/		16.5
1					· · · · · · · · · · · · · · · · · · ·
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10				Exhibit	NE, P.
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13	CATALOG	<u> </u>	lesidents plea	se add 6% Sales Tax	
	EXPIRES 9/30/84		ooks cosmetic	s and apprences	75¢
The first of the second of the	2- 7- 12			& Handling Charge	-
☐ 100 mg. Acerola C, 100 Tablets-No.0923-13 ☐ 50 mg. Zinc, 100 Tablets-No.2539-14	-			Car	nadian orders b
Aloe Vera Gel Toothpaste, 6.4 ozNo.1524-21	CHARGE OR If charging fill Charge to my	ın ali ıntor ∠UVISA ⊑	mation. 3 Master C	cha pie: ard	arge card on). ase add \$6.00
Tablets 500-No 0925-53	MY BANK C	HEDIT CA			
Aloe Vera Shampoo and Conditioner, 36 02-No.2303	<u>'</u>	_1_1_	11.	MY CARD EXP	IRES
500 mg. Vitamin C, 500 Tablets-No.0864-31	SIGNATURE _				
Therovite with Zinc, 100 Tablets-No.0023-11	P	F	OR EA	STEST S	ERVICE EDEE!
				L TOLL	PREE:
Vitamin B Complex, 250 Capsules-No.0179-23		E	300-	457-2	2000
Preventron, 500 Tablets-No.0588-31		24 H	OURS A	DAY7 DAY	SAWEEN



ATTACHMENT A

ORDER NO.			DATE:
TO THE POSTMASTER	AT	PITTSBURGH.	PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of RISK MODIFIER

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Return To Sender: Order Issued Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

275-84-F

PS Docket No; G.C	
	Judicial Officer

ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of RISK MODIFIER or any similar product,
by which Respondents seek the remittance of money or property
through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - a. The ingestion of RISK MODIFIER will reduce the risk of cancer;
 - b. The ingestion of any food supplement was found by an NAS study to be effective in reducing the risk of cancer; and
 - c. Such product was developed by a renowned medical doctor or scientist specializing in
 any field of science unless such representation
 is true.

- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof will cause the user thereof to be less at risk of being afflicted with cancer unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - a. two clinical studies
 - b. conducted in accordance with generally accepted scientific procedures
 - c. by qualified persons, independent of Respondents or their agents, representatives or employees
 - d. which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

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TAZ:boc:0131z

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint A	(gainst)	March 4,	1985
GENERAL NUTRITION CORPORATION A Corporation, and GENERAL NUTRITION CENTER, INC. A Corporation d/b/a)))	P.S. Dock 19/186 19/187 19/188	20/8 20/22 20/23
GNC GENERAL NUTRITION CENTERS NATURAL SALES COMPANY 921 Penn Avenue)))	20/4 20/5 20/6 20/7	20/24 20/26 20/27
at))		
Pittsburgh, PA 15222-3891)		

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

BY: ///
Thomas A. Ziebarth

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 275-84-F RISK MODIFIER

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and ()

GENERAL NUTRITION CENTER, INC.)

A Corporation d/b/a)

GNC ()

GENERAL NUTRITION CENTERS ()

GENERAL NUTRITION CENTERS ()

GENERAL NUTRITION CORPORATION, and ()

NATURAL SALES COMPANY ()

921 Penn Avenue ()

at ()

Pittsburgh, PA 15222-3891 ()

AGREEMENT CONTAINING CONSENT ORDER TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint except for paragraph 5(b) as to which the parties reserve the right to maintain their separate positions.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- 4. Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

•				
Dated	this	26th	day of_	February , 1985.
				GENERAL NUTRITION CORPORATION A Corporation
			Ву	
				Vice President of said corporation, and
				GENERAL NUTRITION CENTER, INC A Corporation

By:

_

ice President of said

corporation

WITNESS:

Name

921 Penn Avenue Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

RISK MODIFIER
P.S. Docket No. 19/186

January , 1985

Dear Customer:

The United States Postal Service has suggested that the advertisement to which you responded for our product Risk Modifier may lead you to believe that the ingestion of Risk Modifier, in and of itself, significantly reduces the risk of cancer, and that The National Academy of Science has found that the ingestion of any food supplement is effective in reducing the risk of cancer. This was not our intention and we do not agree with such interpretation of our advertisement. Nevertheless, we wish to be sure that you understand our representations for this product.

Our reference to The National Academy of Science was intended to be limited solely to that body's findings regarding the relationship between nutritional factors and the incidence of various forms of cancer. We do not represent that the Academy indorses our product Risk Modifier or any other food supplement product.

Moreover, we do not wish to suggest that our product Risk Modifier will, in and of itself, reduce the risk of cancer. Rather, this formulation was developed by an established research cancer doctor, Charles Simone, M.D. As mentioned in our prior advertisement, Dr. Simone has developed a ten point plan to modify the risk factor for cancer. A description of Dr. Simone's ten points, which are detailed in his book "Cancer and Nutrition", is provided to you with this As you will see, the ten point plan includes advice on such things as nutrition, tobacco, alcohol, exercise and other factors. Included as one part of Dr. Simone's nutrition considerations is the development of his Risk Modifier vitamin mineral supplement. stated in our advertisement, there is no guarantee against cancer and, naturally, Risk Modifier tablets are not a cancer cure. Modifier is, however, one of the many important factors included by Dr. Simone in his common sense collection of important information on reducing cancer risks.

If upon reading the foregoing, you do not wish to use our product, please return it to us and we will promptly refund your remittance plus postage. Remember that if you decide to follow our program and are dissatisfied for any reason whatsoever, we stand behind our unconditional money back guarantee.

GENERAL NUTRITION CORP.

P.S. For your information, we are enclosing a copy of our revised advertisement.

A GNC EXCLUSIVE - RISK MODIFIER

The foods you eat - nutritional factors and your daily dietwere found by the National Academy of Sciences to be related to the incidence of cancer in 40% of men and 60% of women in a recent study.

In his book Cancer and Nutrition, Dr. Charles Simone, M.D., an established cancer researcher has developed a 10-Point plan aimed at reducing the risks of cancer. Included are advice on nutrition, exercise and other factors important to your health. Among Dr. Simone's nutrition recommendations is a special formula of essential vitamins and minerals developed by him called RISK MODIFIER TABLETS. Naturally Risk Modifier is not a guarantee against cancer nor a cure for it. But Dr. Simone's Risk Modifier Formula and his 10 point plan represent a common sense collection of information. We'll send you both the formula and a description of the plan which appears in his book.

0066Z G.C. 275-84-F RISK MODIFIER

EXHIBIT A

CEASE AND DESIST ORDER NO. CD____

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 19/186

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a
corporation, and Respondents' officers, agents, representatives
and employees, directly or through any corporate or other
device, in connection with the advertising, offering for sale,
sale or distribution of RISK MODIFIER or any similar product,
by which they seek the remittance of money or property through
the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that:
 - (a) The ingestion of RISK MODIFIER will reduce the risk of cancer;
 - (b) The ingestion of any food supplement was found by an NAS study to be effective in reducing the risk of cancer; and
 - (c) Such product was developed by a renowned medical doctor or scientist specializing in any field of science unless such representation is true.

- 2. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of food supplements of vitamins, minerals or any mixture or combination thereof will cause the user to be less at risk of being afflicted with cancer unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) one or more clinicial studies
 - (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
 - (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 3. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

Representing directly of indirectly, in substance and effect, whether of aftermative statements, impiration of entition of onlishing that the ingestion of any product consisting of flood supplements of vitamins, minerals or any mixture or compination thereof will cause the user to be less at risk of reing difficted with cancer unless at the time such claims are made associated possess reliable and competent grientific evidence substantisting such claims. This order shall not apply to any advertisement placed for publication prior to the date nereoff or to any advertisement annexed to this agraement or any other agreement between the parties. For the purpose of this order, agreement between the parties. For the purpose of this order, an example of reliable and competent's scientific evidence.

(a) one or more clinicial studies
(b) designed and conducted paraith by qualified persons in accordance with generally recepted scientific procedures

includes but is not limited to:

- (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
 - i. Failing to futhish Complainant upon request with required any substantiating scientific evidence as required under paragn 2, above.

Judicial Dificer

TAZ:TJM:boc:3198
G.C. 282-84-F
SPIRULINA

20/6 20/6

UNITED STATES POSTAL SERVICE

WASHINGTON, D.C. 20260-1112 94 007.5 P4: 20

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION

A Corporation, and

GENERAL NUTRITION CENTER, INC.

A Corporation d/b/a

GNC

GENERAL NUTRITION CENTERS

GENERAL NUTRITION CORPORATION, and

NATURAL SALES COMPANY

921 Penn Avenue

at

Pittsburgh, PA 15222-3891

P.S. Docket No. 2 0 / 6

COMPLAINT

Complainant, the General Counsel of the United States

Postal Service, having reason to believe that Respondents,

hereinafter named, are engaged in conducting a scheme or device

for obtaining money or property through the mail by means of

false representations in violation of 39 U.S.C. § 3005,

complains and alleges as follows:

I. The Postal Service has jurisdiction over this matter under 39 U.S.C. \$ 3005, as amended by the Mail Order Consumer Protection Amendments of 1983, Pub. L. No. 98-186, 1984 U.S. Code Cong. & Ad. News (97 Stat.) 1351.

- 2. Respondents, General Nutrition Corporation and General Nutrition Center, Inc., are corporations organized, existing and doing business under and by virtue of the laws of the State of Pennsylvania with offices and principal place of business located at 921 Penn Avenue, Pittsburgh, Pennsylvania 15222-3891. Respondents do business in their corporate names as well as under the trade styles, GNC, General Nutrition Centers, and Natural Sales Company.
- 3. Respondents attract attention to said scheme by means of direct mail catalogs which invite readers to remit money or property through the mail to 418 Wood Street, Pittsburgh, PA 15222.
- 4. Attached hereto as Exhibit ONE is a copy of an advertisement used by Respondents typical of that referred to in paragraph 3.
- 5. By means of such materials and others similar thereto, Respondents represent directly or indirectly, in substance and effect, whether by affirmative statements, implications or omissions that the ingestion of SPIRULINA will "turn off" the brain's "appetite control center" thereby causing the user to eat less.
- 6. The representation set forth in paragraph 5 is materially false as a matter of fact.

WHEREFORE, Complainant requests that on the forms—submitted herewith as ATTACHMENT A as authorized under 39 U.S.C. § 3005(a)(1) and (2) and an order to cease and desist in the form submitted herewith as ATTACHMENT B as authorized under 39 U.S.C. § 3005(a)(3) be issued against Respondents.

Respectfully submitted,

LOUIS A. COX
General Counsel,
Complainant

X

George C. Davis

Assistant General Counsel Consumer Protection Division

Thomas A. Ziebarth
Counsel for Complainant
Consumer Protection Division
Law Department
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-1112

(202) 245-4385

Timothy J. Mahoney
Counsel for Complainant
Regional Inspector/Attorney
P.O. Box 3000
Bala Cynwyd, PA 19004-9000
(215) 668-4784

NEW ONC EXCLUSIVE! LOSE WEIGHT EVEN AS YOU SLEEP!!

SLEEP.

THILE OUR 24 HR. DIET PLAN HELPS YOU OSE UP TO 10 LBS. IN TWO WEEKS ...

UARANTEED!!

1 GLUCCHANNAN High Fiber to melo You Feel Less Hungry

2 AMINO (Fat Burner) Heips your system burn fat ... even white you seep!

11-- 7



3 PREVENTRON SI Vitamine and Minerals To Keep You Feeling meanthy

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GUARANTEE

General Nutrition Guarantees YOU MUST '050 UD TO '0 IDS. A wo weeks or we will refund your money promptly and in full-you have nothing to lose except pounds!!

EMPORTANT IF YOU READ NOTHING ELSE. WE UNCE YOU TO PLEASE READ THIS.
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All this column to the real section with e Constitution

GRAPEFRUIT DIET PLAN

For over 15 years, people have used the ingredient found in our grapefruit det tablets to lose weight. Our grapefruit det tablets have Phenylpropanoiamine HCI. We take this fat fighting substance, concentrate it, and fortify it with Vitamins C and E. The result is a piet tablet that signaranteed to help you lose weight easily naturally, and to do it fast. Bonus! Free Grapetrust Diet Plan (actuded) Contains no caffeine.

Sale!

90-No. 0779-12 13-99 \$2.29 180-No. 0779-32 55-47 \$5.39 270-No. 0779-22 53-39 \$8.29

DIET TEA LESS THAN I CALORIE!

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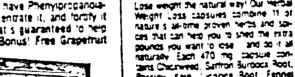
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CONTRACTOR (SECONDARY)

• 3 Flavors • Includes Diet Plan

* 2 Grams of Fiber Per Serving * Same Formula

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DIET FAST" CHOCOLATE 1422-11 16 QZ. 35.39
DIET FAST" STRAWBERRY 1423-11 16 QZ. 35.39



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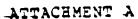
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General Nutrition Corporation, Dept. GR-68, 418 Wood St., Pittsburgh, PA 15222

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"JUDICIAL OFFICER" Washington, DC 20250-6100

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DATE:

TO THE POSTMASTER

AT

Pittsburgh, PA 15222-9998

Satisfactory evidence has been presented to the Postal Service in the case identified below by docket number that

GENERAL NUTRITION CORPORATION 418 Wood Street Pittsburgh, PA 15222-1878

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S. Code 3005 (formerly 39 U.S.C. 4005) with respect to

the sale of SPIRULINA.

Now, therefore, pursuant to authority rested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above desembed activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or samp the words "Return To Sender: Order based Against Addressee For Violation of False Representation Law" upon the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the winders. If the outside of the mail fails to contain information necessary to permit return to the winder, the mail shall be disposed of under the postal regulations applicable to underliverable matter.

	; G.C. <u>232-84-</u> F	Docket No	P 5
	•		
Judical Officer			

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ORDER TO CEASE AND DESIST

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORA-TION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of SPIRULINA or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that the ingestion of SPIRULINA will "turn off" or otherwise affect the appetite control center in the brain thereby causing the user to eat less.
- 2. Pailing to make a clear and conspicuous disclosure of the necessity of adhering to a reduced calorie diet or a program of exercise or both in connection with the advertising of any product intended for use as an adjunct to a weight loss program except under the conditions specified in paragraph 3, below.

- 3. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that any product consisting of vitamins, minerals, glandular extracts, nutritional supplements, chemicals, drugs or any mixture or combination thereof will "turn off" or otherwise affect the appetite control center in the brain thereby causing the user to eat less unless at the time such claims are made Respondents possess reliable and competent scientific evidence that substantiates such claims. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) two clinical studies
 - (b) conducted in accordance with generally accepted scientific procedures
 - (c) by qualified persons, independent of Respondents or their agents, representatives or employees
 - (d) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
 - 4. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 2, above.

Judicial Officer

TAZ:boc:01312

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)	March 4,	1985
GENERAL NUTRITION CORPORATION A Corporation, and)	P.S. Doc 19/186	ket Nos. 20/8
GENERAL NUTRITION CENTER, INC. A Corporation d/b/a)	19/187 19/188	20/22
GNC GENERAL NUTRITION CENTERS)	20/4 20/5	20/24 20/26
NATURAL SALES COMPANY 921 Penn Avenue) •	20/6 •	20/27
)	20/7	
at)		
Pittsburgh, PA 15222-3891)		

MOTION TO SUSPEND PROCEEDINGS

The agreements annexed to this motion have been executed by Respondents who have agreed, among other terms, to the issuance of the cease and desist order appended to the agreements as Exhibit A.

Accordingly, Complainant respectfully requests that these agreements be made a part of the official records of these cases, that the matters be referred to the Judicial Officer for his determination whether to issue the cease and desist orders, and that thereafter further proceedings in these matters be suspended indefinitely.

BY:

Respectfully submitted,

LOUIS, A. COX

GENERAL COUNSEL

Counsel for Complainant

Consumer Protection Division

TAZ:boc:0062Z G.C. 282-84-F SPIRULINA

UNITED STATES POSTAL SERVICE WASHINGTON, D.C. 20260-1112

In the Matter of the Complaint Against)

GENERAL NUTRITION CORPORATION)

A Corporation, and)

GENERAL NUTRITION CENTER, INC.)

A Corporation d/b/a)

GNC)

GENERAL NUTRITION CENTERS)

GENERAL NUTRITION CORPORATION, and)

NATURAL SALES COMPANY)

921 Penn Avenue)

at)

Pittsburgh, PA 15222-3891

AGREEMENT CONTAINING
CONSENT ORDER
TO CEAST AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the postal false representation and lottery statute, 39 U.S.C. § 3005, concerning certain promotional activities and representations described in a complaint filed by the Assistant General Counsel, Consumer Protection Division (which is incorporated herein and made a part of this agreement by reference), the undersigned, principal officers of the above-captioned enterprises hereinafter referred to as Respondents, agree and consent as follows:

1. This agreement is for settlement purposes only, and does not constitute an admission of falsity of any advertising or of violation of any law or regulation.

- 2. The promotional materials attached to the complaint have been or are being employed by Respondents in seeking the remittances of money or property through the United States mail and may reasonably be construed as making the representations alleged in the complaint.
- 3. The use of the promotional activities and representations for obtaining money or property through the mails challenged in the complaint has been and will be permanently discontinued and abandoned, and will not hereafter be resumed, directly or indirectly, under any name or names, or through any corporate or other device.
- Orders for the goods or services involved in this proceeding hereafter received that were generated by advertising representations discontinued under this agreement will be promptly returned to the sender or, in the alternative, may be fulfilled provided that each such fulfillment is accompanied by a letter or written notice (substantially in the form of Exhibit B a copy of which, if applicable, is attached hereto) informing the customer that Respondents' advertisements have been modified at the request of the Postal Service, enclosing a copy of the new advertisement and repeating their money back guarantee. Respondents will not furnish information to any person advising where, how, or from whom the materials involved in this proceeding may be procured except by means of advertising or promotional materials that are not inconsistent with this agreement. Valid requests for refunds will be honored within ten business days after receipt thereof.

- 5. Respondents agree and consent that the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, may issue an order to cease and desist under 39 U.S.C. § 3005(a)(3) in the form attached hereto as Exhibit A. Respondents have read and understand this order to cease and desist and agree to abide by its terms. In connection with such order Respondents waive:
 - (a) any further notice that the order will be issued;
 - (b) the right to a hearing with regard to the propriety of the cease and desist order;
 - (c) any other procedural steps at the administrative level which relate to the same; and
 - (d) any requirement that the order be accompanied by findings of fact and conclusions of law.

Respondents understand that failure to comply with this order could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 or orders of the type described in paragraph 6, below, or both.

6. A breach of this agreement by Respondents or any agent, representative or employee of Respondents will warrant the issuance by the Judicial Officer, the Associate Judicial Officer, or other person validly designated by the Judicial Officer, of an order of the type described in 39 U.S.C.

- § 3005(a)(1) and (2) as well as an interim order as described in subparagraph 6(c) below against any name(s) and address(es) to which Respondents seek the remittance of money or property through the United States mail. The Judicial Officer or the designated representative of the Judicial Officer may also issue a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3) if appropriate. The following procedures shall govern alleged breaches of this agreement:
 - that Respondents, or any agent, representative or employee of Respondents, are violating this agreement, Complainant may file with the Recorder of the U.S. Postal Service a petition, accompanied by appropriate supporting evidence, alleging breach of this agreement and requesting the issuance of an order of the type described in 39 U.S.C. § 3005(a)(1) and (2) against Respondents, or any of them, by whatever name(s) and address(es) are then in use. This petition may also seek the issuance of an interim order as described in subparagraph 6(c) below and a supplemental order to cease and desist as authorized under 39 U.S.C. § 3005(a)(3).
 - (b) A copy of the petition shall be served on Respondents or Respondents' attorney. Re-

spondents shall have the right to reply to the petition. No hearing on such petition will be held except for good cause shown as ordered by the Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer, provided, however, that no supplemental order to cease and desist as permitted under this paragraph shall be issued without a hearing and an opportunity to file proposed findings if Respondents' reply to a petition seeking such an order raises genuine and material issues of fact.

Judicial Officer, the Associate Judicial Officer or other person designated by the Judicial Officer may, upon an ex parte finding that the allegations of said petition, if true, would constitute a prima facie showing that this agreement has been breached, issue an interim order directing that mail received for delivery to the name(s) and address(es) identified in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and any suit for judicial review thereof.

- (d) Said interim order shall afford the Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.
- (e) Respondents or their attorney shall be entitled to advance notice of at least 48 hours or two business days of Complainant's intent to file a petition udner this paragraph.
- 7. For a period of six months from the date of this agreement Respondents agree, upon request, to furnish the Postal Inspection Service with the names and addresses of persons who ordered the product involved in this proceeding since December 4, 1984, the disposition of such orders, and, if applicable, the names and addresses of persons who requested refunds in response to Exhibit B annexed hereto and the disposition of such requests.
- 8. Respondents hereby waive and abandon all claims and right of action in connection with this proceeding arising under the Equal Access to Justice Act and the rules and regulations thereunder, 5 U.S.C. § 504, 39 C.F.R. § 960.
- 9. This agreement relates exclusively to the matter involved herein and the execution thereof shall not constitute a defense or release of Respondents of any responsibility for violation of any other statute.

- 10. No officer, employee or agent of the United States
 Postal Service has expressly or impliedly, directly or indirectly, accepted or approved any revised advertising matter
 or activities presently employed or contemplated for future use
 by Respondents.
- 11. This agreement is effective on the date it is signed by Respondents.

Dated	this	26th	day	of_	February	, 1985.
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GENERAL NUTRITION CORPORATION, A Corporation

By:

Vice President of said corporation, and

GENERAL NUTRITION CENTER, INC., A Corporation

By:

Vice President of said

corporation

WITNESS:

Name/

921 Penn Avenue

Street Address

Pittsburgh, PA 15222

City, State, ZIP Code

SPIRULINA P.S. Docket No. 20/6 0071Z G.C. 282-84-F SPIRULINA

EXHIBIT A

CEASE AND DESIST ORDER NO. CD

Re: GENERAL NUTRITION CORPORATION, et al. P.S. Docket No. 20/6

IT IS ORDERED that Respondents, GENERAL NUTRITION CORPORATION, a corporation, and GENERAL NUTRITION CENTER, INC., a corporation, and Respondents' officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of SPIRULINA or any similar product, by which they seek the remittance of money or property through the United States mail, forthwith cease and desist from:

- 1. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission, that the ingestion of SPIRULINA will "turn off" or otherwise effect the appetite control center in the brain thereby causing the user to eat less.
- 2. Failing to make a clear and conspicuous disclosure of the necessity of adhering to a reduced calorie diet or a program of exercise or both in connection with the advertising of any product intended for use as an adjunct to a weight loss program except under the conditions specified in paragraph 3, below.

- 3. Representing directly or indirectly, in substance and effect, whether by affirmative statements, implication or omission that the ingestion of any product consisting of vitamins, minerals, proteins, amino acids, or any mixture or combination thereof will "turn off" or otherwise affect the appetite control center in the brain thereby causing the user to eat less unless at the time such claims are made Respondents possess reliable and competent scientific evidence substantiating such claims. This order shall not apply to any advertisement placed for publication prior to the date hereof or to any advertisement annexed to this agreement or any other agreement between the parties. For the purpose of this order, an example of "reliable and competent" scientific evidence includes but is not limited to:
 - (a) one or more clinicial studies
 - (b) designed and conducted in good faith by qualified persons in accordance with generally accepted scientific procedures
 - (c) which yield statistically significant results supporting the product's ability to produce the advertised benefits.
- 4. Failing to furnish Complainant upon request with copies of any substantiating scientific evidence as required under paragraph 3, above.

Judicial Officer

January , 1985

Dear Customer:

The United States Postal Service has questioned the advertisement to which you responded for GNC's Spirulina insomuch as it suggests that this product may help to control appetite. Although we have filed an answer denying and contesting the Postal Service's allegations, we have determined to discontinue offering Spirulina for this purpose. Consequently, we are not filling your order for Spirulina and refunding your remittance for this product.

Nevertheless, we believe that GNC's product is an excellent source of protein and we continue to offer Spirulina as a protein supplement.

If upon reading the foregoing you wish to order Spirulina as a protein supplement to your daily diet, whether as part of a weight reduction program or body building program or other dietary regimen, please send us your re-order and we will be pleased to send you GNC's Spirulina without delay.

GENERAL NUTRITION CORP.

P.S. For your information, we are enclosing a copy of our revised advertisement.

SPIRULINA

Here's the natural protein supplement that has been used by thousands. If you're looking to supplement your daily diet with this excellent source of protein - whether as part of a weight reduction or body building program or other dietary regimen - try Spirulina. Spirulina is microscopic plankton from deep tropical fresh water lakes. It's super rich in protein, vitamins and minerals and is in easy to take tablet form.