

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

V.

KEVIN TRUDEAU, individually,

Defendant.

Civil Action No.

STIPULATED ORDER FOR PERMANENT INJUNCTION AND FINAL  
JUDGMENT AGAINST KEVIN TRUDEAU

Plaintiff, the Federal Trade Commission ("Commission"), has filed a complaint for a permanent injunction and other equitable relief in this matter, pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b), charging defendant Kevin Trudeau with violations of Sections 5 and 12 of the FTC Act, 15 U.S.C. §§ 45 and 52. The Commission, by and through its counsel, and defendant Kevin Trudeau have agreed to the entry of this Stipulated Order for Permanent Injunction and Final Judgment by this Court in order to resolve all matters of dispute between them in this action. The Commission and Kevin Trudeau have consented to entry of this Stipulated Order for Permanent Injunction and Final Judgment without trial or adjudication of any issue of law or fact herein.

NOW, THEREFORE, defendant Kevin Trudeau and the Commission have requested the Court to enter this Stipulated Order for Permanent Injunction and Final Judgment. It is therefore **ORDERED, ADJUDGED AND DECREED** as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and all parties hereto.
2. This is an action by the Commission instituted under Sections 5 and 13(b) of the FTC Act, 15 U.S.C. §§ 45 and 53(b). Pursuant to Sections 5 and 13(b), the Commission has authority to seek the relief it has requested.
3. Concurrently herewith, plaintiff filed its complaint for a permanent injunction and other equitable relief in this matter, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b).
4. Defendant Kevin Trudeau has waived all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, and all rights to seek judicial review or otherwise to challenge the validity of this Stipulated Order for Permanent Injunction and Final Judgment.
5. Entry of this Order is in the public interest.
6. This Stipulated Order for Permanent Injunction and Final Judgment does not constitute and shall not be interpreted to constitute either an admission by defendant Kevin Trudeau or a finding by the Court that defendant Kevin Trudeau has engaged in violations of the FTC Act or of any other facts alleged in the complaint.

## ORDER

### DEFINITIONS

For purposes of this Stipulated Order for Permanent Injunction and Final Judgment, the following definitions shall apply:

1. "Competent and reliable scientific evidence" shall mean tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.
2. Unless otherwise specified, "defendant" shall mean Kevin Trudeau, individually and his agents, representatives and employees, and those persons in active concert or participation with him who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device.
3. "In or affecting commerce" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. 44.

#### I.

**IT IS ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Eden's Secret Nature's Purifying Product or any substantially similar product in or affecting commerce, shall not represent, in any manner, expressly or by implication, that:

- A. Such product causes significant weight loss;
- B. Such product prevents or cures illnesses, including but not limited to fatigue, headaches, depression, arthritis, insomnia, immune suppression, and premenstrual syndrome;
- C. Such product will cleanse the body of harmful toxins; or
- D. Such product will purify the body's blood supply.

For purposes of this Part, "substantially similar product" shall mean any herbal-based product that is substantially similar in ingredients, composition, and properties.

#### II.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Sable Hair Farming System or any substantially similar product in or affecting commerce, shall not represent, in any manner, expressly or by implication, that:

- A. Such product will stop, prevent, cure, relieve, reverse or reduce hair loss;
- B. Such product will promote the growth of hair where hair has already been lost; or
- C. Such product is superior to Rogaine and Minoxidil in stopping, preventing, curing, relieving, reversing or reducing hair loss.

For purposes of this Part, “substantially similar product” shall mean any product that is substantially similar in ingredients, composition and properties.

### III.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any hair care product or drug, as “drug” is defined in Section 15 of the Federal Trade Commission Act, in or affecting commerce, shall not represent, that any product promotes hair growth or prevents hair loss, unless the product is the subject of an approved new drug application for such purpose under the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et seq., provided that, this requirement shall not limit the requirements of Order Part II herein.

### IV.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Kevin Trudeau’s Mega Memory System or any substantially similar product in or affecting commerce, shall not represent, in any manner, expressly or by implication, that such product will enable users to achieve a photographic memory; provided, however, that this Section shall not prohibit representations which comply with Section X of this Order that visualization and association techniques can improve memory, that memory can be visual in nature, that memory includes images of events and experiences, and that visualization and association techniques can help an individual to form and access visual memories. For purposes of this Part, “substantially similar product” shall mean any product or program that is substantially similar in components, techniques, composition and properties.

### V.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Kevin Trudeau’s Mega Memory System or any substantially similar product in or affecting commerce, shall not make any representation, in any manner expressly or by implication, that such product is effective in causing adults or children with learning disabilities or attention deficit disorder to substantially improve their memory unless, at the time the representation is made, defendant possesses and relies upon competent and reliable evidence, which when appropriate must be competent and reliable scientific evidence, that substantiates the representation. For purposes of this Part, “substantially similar product” shall mean any product or program that is substantially similar in components, techniques, composition and properties.

### VI.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Dr. Callahan’s Addiction Breaking System or any substantially similar product in or affecting commerce, shall not represent, in any manner, expressly or by implication, that:

A. Such product reduces an individual's compulsive desire to eat, leading to significant weight loss;

B. Such product reduces an individual's compulsive desire to eat, leading to significant weight loss without the need to diet or exercise; or

C. Such product cures addictions and compulsions, including but not limited to, smoking, eating, and using alcohol or heroin.

For purposes of this Part, "substantially similar product" shall mean any product or program that is substantially similar in components, techniques, composition and properties.

## VII.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Jeanie Eller's Action Reading or any other product or program that provides instruction in learning how to read in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, concerning:

A. The extent to which individuals who use such product will learn to read, or

B. The success rate of individuals who use such product,

unless, at the time the representation is made, defendant possesses and relies upon competent and reliable evidence, which when appropriate must be competent and reliable scientific evidence, that substantiates the representation.

## VIII.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of Howard Berg's Mega Reading or any substantially similar product in or affecting commerce, shall not represent, in any manner, expressly or by implication, that such product is successful in teaching anyone, including adults, children and disabled individuals, to increase their reading speed above 800 words per minute while substantially comprehending and retaining the material. For purposes of this Part, "substantially similar product" shall mean any product or program that is substantially similar in components, techniques, composition and properties.

## IX.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of any product or program in or affecting commerce, shall not misrepresent, in any manner, expressly or by implication, the existence, contents, validity, results, conclusions or interpretations of any test, study, or research.

## X.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising,

promotion, offering for sale, sale, or distribution of any product or program in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, about the benefits, performance, or efficacy of such product, unless, at the time the representation is made, defendant possesses and relies upon competent and reliable evidence, which when appropriate must be competent and reliable scientific evidence, that substantiates the representation.

## XI.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of any product or program in or affecting commerce, shall not represent, in any manner, expressly or by implication, that the experience represented by any user testimonial or endorsement of the product represents the typical or ordinary experience of members of the public who use the product, unless:

A. At the time it is made, defendant possesses and relies upon competent and reliable evidence, which when appropriate must be competent and reliable scientific evidence, that substantiates the representation; or

B. Defendant discloses, clearly and prominently, and in close proximity to the endorsement or testimonial, either:

1. what the generally expected results would be for users of the product, or
2. the limited applicability of the endorser's experience to what consumers may generally expect to achieve, that is, that consumers should not expect to experience similar results.

Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or on any label.

## XII.

**IT IS FURTHER ORDERED** that defendant, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of any product or program in or affecting commerce, shall not create, produce, sell, or disseminate:

A. Any advertisement that misrepresents, directly or by implication, that it is not a paid advertisement;

B. Any television commercial or other video advertisement fifteen (15) minutes in length or longer or intended to fill a broadcasting or cablecasting time slot of fifteen (15) minutes in length or longer that does not display visually, clearly and prominently, and for a length of time sufficient for an ordinary consumer to read, within the first thirty (30) seconds of the advertisement and immediately before each presentation of ordering instructions for the product or service, the following disclosure:

“THE PROGRAM YOU ARE WATCHING IS A PAID ADVERTISEMENT FOR [THE PRODUCT OR SERVICE].”

Provided that, for the purposes of this provision, the oral or visual presentation of a telephone number, e-mail address or mailing address for viewers to contact for further

information or to place an order for the product or service shall be deemed a presentation of ordering instructions so as to require the display of the disclosure provided herein; or

C. Any radio commercial or other radio advertisement five (5) minutes in length or longer that does not broadcast, clearly and audibly, within the first thirty (30) seconds of the advertisement and immediately before each presentation of ordering instructions for the product or service, the following disclosure:

“THE PROGRAM YOU ARE LISTENING TO IS A PAID  
ADVERTISEMENT FOR [THE PRODUCT OR SERVICE].”

Provided that, for the purposes of this provision, the presentation of a telephone number, e-mail address or mailing address for listeners to contact for further information or to place an order for the product or service shall be deemed a presentation of ordering instructions so as to require the announcement of the disclosure provided herein.

### XIII.

Nothing in this order shall prohibit defendant from making any representation for any drug that is permitted in labeling for such drug under any tentative final or final standard promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration.

### XIV.

Nothing in this order shall prohibit defendant from making any representation for any product that is specifically permitted in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990.

### XV.

Nothing in this order shall be constituted as a waiver of defendant's right to engage in speech protected by the First Amendment to the Constitution of the United States.

### XVI.

IT IS FURTHER ORDERED that in the event that conditions of fact or law have so changed that such change would require modification of this order pursuant to Section 5(b) of the Federal Trade Commission Act, 15 U.S.C. § 45(b), and Section 2.51(b) of the Commission's Rules of Practice, 16 C.F.R. § 2.51(b), were those provisions applicable to this order, such change may, upon the making of a proper motion and proper showing, constitute a reason justifying relief from the operation of the affected Section of this order within the meaning of Rule 60(b)(6) of the Federal Rules of Civil Procedure. Such change would include, but not be limited to, the existence of competent and reliable scientific evidence that substantiates the prohibited statements in this order. This Section is intended to reflect the intent of the parties that this order may be modified to the same extent, and subject to the same procedural and evidentiary standards, as would be the case were this order issued as an Order of the Federal Trade Commission pursuant to Section 5(b) of the Federal Trade Commission Act, 15 U.S.C. § 45(b).

### XVII.

**IT IS FURTHER ORDERED** that after October 1, 1997, or the date of entry of this Order, whichever occurs later, defendant Kevin Trudeau shall in connection with the advertising, promoting, offering for sale, selling, or distributing any product or program to the general public by means of an infomercial, obtain and maintain in force a performance bond in the principal sum of five hundred thousand dollars (\$500,000). Said bond shall be conditioned upon compliance by defendant Trudeau with provisions of this Order. The bond shall be deemed continuous and remain in full force and effect as long as defendant Trudeau continues to advertise, promote, offer for sale, sell, or distribute any such product or program, directly or indirectly, to the general public by means of an infomercial, and for at least five (5) years after he has ceased any such activity. The bond shall cite this Order as the subject matter of the bond and provide surety against defendant's failure to pay any consumer redress or disgorgement that may be ordered in consequence of the violation thereof. Such performance bond shall be an insurance agreement providing surety issued by a surety company that is admitted to do business in a state in which defendant Trudeau is doing business and that holds a Federal Certificate of Authority as Acceptable Surety on Federal Bonding and Reinsuring. Defendant Trudeau shall provide a copy of such performance bond to the Federal Trade Commission prior to the commencement of any business for which such bond is required.

Provided, however, in lieu of a performance bond, defendant Trudeau may establish and fund, pursuant to the terms set forth herein, an escrow account in the principal sum of five hundred thousand dollars (\$500,000) in cash, or such other assets of equivalent value, which the Commission, or its representative, in its sole discretion may approve. Defendant Trudeau shall maintain such amount in that account for so long as he continues to advertise, promote, offer for sale, sell, or distribute any product or program to the general public by means of an infomercial, and for at least five (5) years after he has ceased any such activity. Defendant Trudeau shall pay all costs associated with the creation, funding, operation, and administration of the escrow account. The Commission, or its representative, shall, in its sole discretion, select the escrow agent. The escrow agreement shall be in substantially the form attached to this Order as Exhibit A.

The performance bond or escrow agreement shall provide that the surety company or escrow agent, within thirty (30) days following receipt of notice that a final judgment or an order of the Commission against defendant Trudeau for consumer redress or disgorgement in an action brought pursuant to this order or under the provisions of the Federal Trade Commission Act has been entered, or, in the case of an order of the Commission, has become final, finding that Trudeau has violated the terms of this Order or the Federal Trade Commission Act, and determining the amount of consumer redress or disgorgement to be paid, shall pay to the Commission so much of the performance bond or funds of the escrow account as is equal to the lesser of: (a) the amount of consumer redress or disgorgement ordered and which remains unsatisfied at the time notice is provided to the surety company or escrow agent, or (b) the amount of the bond or escrow fund, provided that, if defendant has agreed to the entry of a court order or an order of the Commission, a specific finding that defendant violated the terms of this Order or the provisions of the Federal Trade Commission Act shall not be necessary. A copy of the notice provided for herein shall be mailed to defendant Trudeau at his last known address.

Defendant Trudeau may not disclose the existence of the performance bond or escrow account to any consumer, or other purchaser or prospective purchaser, to whom a product, program, or device is advertised, promoted, offered for sale, sold, or distributed by means of an infomercial, without also disclosing at the same time and in a like manner that the performance bond or escrow account is required by order of the United States

District Court for the Northern District of Illinois in settlement of charges that defendant Trudeau engaged in false and misleading representations.

Provided, further, that from October 1, 1997, or from the date of entry of this Order, whichever occurs later, until December 31, 1997, the obligation to obtain and maintain in force a performance bond or, in the alternative, to establish and fund an escrow account, as set forth in this Section, may be fulfilled by maintaining either a bond or an escrow account, as provided herein, in the amount of two hundred and fifty thousand dollars (\$250,000) in lieu of the \$500,000 amount set forth herein. During any period after entry of this Order during which defendant Trudeau shall maintain a bond or an escrow account of less than five hundred thousand dollars (\$500,000), defendant Trudeau shall furnish the Commission with a copy of each infomercial with respect to which this Section would require a bond or escrow account to be maintained at least seven (7) business days before the infomercial is placed on the air. The absence of a Commission objection to any such infomercial after the infomercial is submitted to the Commission shall not be construed as Commission approval of the infomercial.

The obligations imposed under this Section will terminate twenty (20) years from the date of entry of this Order, or twenty (20) years from the most recent date of filing of any action (with or without an accompanying consent decree) alleging any violation of this Order, whichever comes later; provided, however, that the filing of such an action will not affect the duration of this Section if such action is filed after the Section has terminated pursuant to this paragraph. Provided, further, that if such action is dismissed or if the court rules that defendant did not violate any provision of this Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the obligations imposed under this Section will terminate according to this paragraph as though the action had never been filed, except that the obligations imposed under this Section will not terminate between the date such action is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

## XVIII.

**IT IS FURTHER ORDERED** that:

A. Defendant Kevin Trudeau shall pay to the Federal Trade Commission by electronic funds transfer the sum of five hundred thousand dollars (\$500,000) no later than five (5) days after the date of entry of this Stipulated Order by the Court. In the event of any default on any obligation to make payment under this Part, interest, computed pursuant to 28 U.S.C. § 1961(a) shall accrue from the date of default to the date of payment.

B. The funds paid by defendant Kevin Trudeau, pursuant to subpart A above, shall be paid into a redress fund administered by the Commission and shall be used to provide direct redress to purchasers of certain products promoted by defendant Kevin Trudeau. Payment to such persons represents redress and is intended to be compensatory in nature, and no portion of such payment shall be deemed a payment of any fine, penalty, or punitive assessment. If the Commission determines, in its sole discretion, that redress to purchasers is wholly or partially impracticable, any funds not so used shall be paid to the United States Treasury.

C. Notwithstanding any other provision of this Stipulated Order for Permanent Injunction and Final Judgment, defendant Kevin Trudeau agrees that, if he fails to meet the payment obligations set forth in subpart A above, defendant Kevin Trudeau shall pay the costs and attorneys fees incurred by the Federal Trade Commission and its agents in any attempts to collect amounts due pursuant to this Stipulated Order for Permanent Injunction and Final Judgment. Defendant Kevin Trudeau further agrees that the facts as alleged in the



Complaint filed with this Stipulated Order for Permanent Injunction and Final Judgment shall be taken as true in any subsequent litigation filed by the Federal Trade Commission related to a nondischargeability complaint in any subsequent bankruptcy proceeding.

## XIX.

**IT IS FURTHER ORDERED** that, within three (3) business days after the date of entry of this Stipulated Order by the Court, defendant Kevin Trudeau shall submit to the Commission a truthful sworn statement in the form shown on Exhibit B of this Stipulated Order that shall reaffirm and attest to the truthfulness, accuracy and completeness of the respective financial statement as of May 31, 1997 signed by Kevin Trudeau on or about August 4, 1997. The Commission's agreement to this Stipulated Order is expressly premised upon the financial condition of defendant Kevin Trudeau as represented in the respective financial statement referenced above, which contain material information upon which the Commission relied in negotiating and agreeing upon this Stipulated Order for Permanent Injunction and Final Judgment. If, upon motion by the Commission, this Court finds that defendant Kevin Trudeau failed to file the sworn statement required by this section, the Commission may request that the judgment herein be reopened for the purpose of requiring additional monetary consumer redress or obtaining other equitable relief; provided, however, that in all other respects this judgment shall remain in full force and effect, unless otherwise ordered by this Court; and provided further, that proceedings instituted under this section in that event are in addition to and not in lieu of any other civil or criminal remedies as may be provided by law, including, but not limited to, contempt proceedings, or any other proceedings the Commission may initiate to enforce this Stipulated Order for Permanent Injunction and Final Judgment. If, upon motion by the Commission, this Court finds that defendant Kevin Trudeau failed to disclose any material asset, or materially misrepresented the value of any asset, or made any other material misrepresentation in or omissions from his respective financial statements referenced above, the Commission may request that the judgment herein be reopened for the purpose of adding the value of the undisclosed assets to the redress fund as described in Paragraph XVIII(B).

## XX.

**IT IS FURTHER ORDERED** that, in order to facilitate the Commission's monitoring of compliance with the provisions of this permanent injunction, defendant Kevin Trudeau shall, for five (5) years after the date of entry of this Order:

- A. Notify the Commission in writing, within thirty (30) days after service of this Order, of his current residence address and employment status, including the name and business address of his current employer(s), if any;
- B. Notify the Commission in writing within thirty (30) days of any change in his principal residential address. Such notification shall include the defendant's new address and telephone number;
- C. Notify the Commission in writing within thirty (30) days of any change in his employment status; such notice shall include the name, address and telephone number of the defendant's new employer, a statement of the nature of the business, and a statement of the defendant's duties and responsibilities in connection with the business;
- D. Notify the Commission in writing at least thirty (30) days prior to the effective date of any proposed change in the structure of any business entity owned or controlled by defendant, such as creation, incorporation, dissolution, assignment, sale, creation or

dissolution of subsidiaries, or any other changes that may affect compliance obligations arising out of this Order;

E. Upon seven (7) days notice from the Commission, permit duly authorized representatives of the Commission access during normal business hours to the offices of any company or any person under defendant's control, to inspect and copy all documents belonging to defendant and all documents of any company owned or controlled by defendant, in whole or in part, relating in any way to any conduct subject to this Order;

F. Refrain from interfering with duly authorized representatives of the Commission who wish to interview defendant's employers, agents, and employees (all of whom may have counsel present) relating in any way to any conduct subject to this Order;

G. Upon thirty (30) days written notice by any duly authorized representative of the Commission, submit written reports (under oath, if requested) and produce documents with respect to any conduct subject to this Order; and

H. Appear on fifteen (15) days notice for deposition with respect to any conduct subject to this Order.

Provided further, that the Commission may otherwise monitor defendant's compliance with this Order by the use of investigators posing as consumers, potential investors, suppliers and other entities, to the same extent to which such means would be lawful were the Commission or the Commission's attorneys not aware of any representation of defendant by counsel.

## XXI.

**IT IS FURTHER ORDERED** that defendant shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

A. All advertisements and promotional materials containing the representations;

B. All materials that were relied upon in disseminating the representations; and

C. All tests, reports, studies, surveys, demonstrations, or other evidence in their possession or control that contradict, qualify, or call into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations.

## XXII.

**IT IS FURTHER ORDERED** that all notices required of defendant by this Order shall be made to the following address: Federal Trade Commission, Regional Director, 55 East Monroe, Suite 1860, Chicago, IL 60603, or such other address as Plaintiff shall specify.

## XXIII.

**IT IS FURTHER ORDERED** that, within sixty (60) days after the date of entry of this Order, defendant shall file a report with the Commission setting forth the manner and form in which he has complied with this Order.

## XXIV.

**IT IS FURTHER ORDERED** that each party to this Stipulated Order for Permanent Injunction and Final Judgment hereby agrees to bear its own costs and attorney fees incurred in connection with this action; provided, however, in the event that the Federal Trade Commission initiates proceedings to enforce the provisions of this Stipulated Order for Permanent Injunction and Final Judgment and provided further the Court determines that defendant Kevin Trudeau has violated any term or provision of this Stipulated Order for Permanent Injunction and Final Judgment, the defendant Kevin Trudeau shall pay reasonable costs and attorney fees incurred by the Federal Trade Commission in connection with proceedings to enforce this Stipulated Order for Permanent Injunction and Final Judgment.

**XXV.**

**IT IS FURTHER ORDERED** that this Court retains jurisdiction of this matter for all purposes.

**SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 1997, at \_\_\_\_\_.

\_\_\_\_\_  
United States District Judge

The parties agree and stipulate to entry of the foregoing Order for Permanent Injunction and Final Judgment.

For the FEDERAL TRADE COMMISSION For the DEFENDANT

\_\_\_\_\_  
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\_\_\_\_\_  
KEVIN TRUDEAU, Individually