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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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CLERK U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

UNITED STATES OF AMERICA,
et al.,

Plaintiffs,

-vs-

No. 90-839-Civ-T-17C

HEALTH CARE PRODUCTS, INC.,
d/b/a Anderson Pharmacals,
et al.,

Defendants.

PERMANENT INJUNCTION AND ORDER APPROVING SETTLEMENT AGREEMENT

THIS CAUSE having come before the Court upon stipulation and agreement of the parties and the Court being fully advised in the premises, is hereby

ORDERED AND ADJUDGED that:

1. The Stipulation and Settlement Agreement entered into by the parties and attached hereto is hereby in all particulars approved and the payment and actions required by the Stipulation and Settlement Agreement shall be made and taken within ten (10) days hereof.

2. The Defendants are hereby permanently enjoined by this Court as follows:

(a) Health Care Products, Inc. and its principals (Barbara W. Larkins, Elbert C. Anderson a/k/a Carl Anderson and Ronald E. Anderson) will refrain from using

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false or misleading advertising in any commercial enterprise.

(b) Health Care Products, Inc. and its principals will not promote, sell or distribute Cal-Ban 3000 or any other guar gum base weight loss product in the United States. Provided, however, that this provision shall not prevent the Defendants from the bulk sale of guar gum to others for any purpose other than as a significant (more than 10% by volume) ingredient in a weight loss product.

(c) If Health Care Products, Inc. or one of its principals promotes any pill other than Cal-Ban 3000 for use in weight loss, the promotional material shall make clear that the weight loss to be expected will come from following an increased exercise plan, and/or a reduced calorie eating plan with the diet product. There will be no representation in the promotional material that the diet product, alone, will in and of itself cause weight loss.

(d) In the event the United States

of America or the U. S. Postal Service becomes informed and believes that Defendants, or any of them, are violating any provision of this settlement, prior to initiating any enforcement action, they shall give any such Defendant written notice by registered mail of the nature of the alleged violation and thirty (30) days to undertake correction thereof. If any such Defendant fails to undertake and diligently pursue appropriate corrective activities, the United States of America or the U. S. Postal Service may then institute such legal action as appropriate under the law.

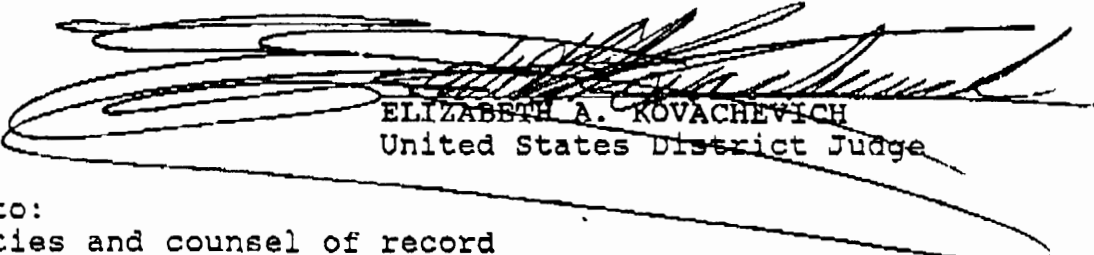
3. The Temporary Restraining Order and the Amended Temporary Restraining Order previously entered by this Court and extended by stipulation of the parties on July 16, 1990 are hereby dissolved and set aside as provided in the Stipulation and Settlement Agreement.

4. The Defendants, subject to the terms of this Permanent Injunction, shall be able to engage in business and dispose of, transfer, relocate and alter in any fashion the status of their properties, real, personal or intangible, without further order of this Court.

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5. The Court shall retain jurisdiction of this matter for all purposes, including construction, modification, enforcement, or revocation of this Permanent Injunction.

DONE and ORDERED in Chambers, in Tampa, Florida on this 27th day of August, 1990.



ELIZABETH A. KOVACHEVICH
United States District Judge

Copies to:
All parties and counsel of record