

<p>In the matter of:</p> <p>Independent Nutraceuticals, LLC, Chuck Slotkin, and Tracey Seipel,</p> <p>Respondents</p>	<p>ASSURANCE OF VOLUNTARY COMPLIANCE</p>
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The undersigned state and agree as follows:

1. The State of Iowa *ex rel.* Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance") with the above-named Respondents, and each of them, to resolve the Attorney General's concerns regarding Respondents' compliance with Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA").

2. Respondents have agreed to enter into this Assurance in order to resolve issues raised during the Attorney General's inquiry into Respondents' advertisement, marketing, and sale to Iowans of the dietary supplement *Bladder Control* (which, with substantially similar versions of the same product that have the same intended use as *Bladder Control* and in which Respondents have primary marketing authority over the product, are referred to hereinafter as "*Bladder Control*"), including issues relating to the advertised descriptions of the characteristics, health benefits, efficacy, and curative properties of this product. Respondents are entering into this Assurance solely for the purposes of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondents deny.

3. The Effective Date of this Assurance is the date of the last signature below.

4. **IT IS THEREFORE AGREED** that Respondents and Respondents' employees, successors and assigns ("*Respondents et al.*") shall, as of the effective date of this Assurance, cease advertising, marketing, and sale of *Bladder Control* to consumers residing in the State of

Iowa, provided however that, notwithstanding any other provision of this Assurance, Respondents *et al.* are not prohibited from continuing to sell a product to an Iowa resident who is a current user of such product as of the Effective Date and who, unprompted by Respondents *et al.*, affirmatively requests continued use; and nothing prohibits the sale by Respondents *et al.* of *Bladder Control* through retail stores in the State of Iowa and/or 3rd party e-commerce websites that sell directly to consumers in the State of Iowa (together, "other sellers"), to the extent that such other sellers are not controlled by one or more Respondents and any deceptive representations or other violations of the CFA associated with such other sellers' sales are not attributable, in whole or in part, to one or more Respondents.

5. **IT IS FURTHER AGREED** that, in connection with Respondents' own direct-to-consumer online advertising of *Bladder Control* that reaches Iowa residents and from which Iowa residents cannot reasonably be excluded, Respondents *et al.* are not in violation of this Assurance for advertising to Iowa residents to the extent that: (i) prospective Iowa customers are timely informed that no orders or payments will be accepted from them so that they do not unreasonably expend time or resources attempting to make a purchase that is not permitted under this Assurance; and (ii) no orders or payments are accepted from, or product is shipped to, persons who provide an Iowa address upon ordering.

6. **IT IS FURTHER AGREED** that Respondents *et al.* shall not be deemed to have violated the above-stated requirements relating to cessation and avoidance of marketing and/or sales to Iowa residents if Respondents *et al.* endeavor in good faith to meet such requirements, and in addition review all orders monthly, promptly providing an unconditional refund (including shipping costs) to any Iowa resident who purchased *Bladder Control* the previous month and who had not previously purchased *Bladder Control*.

7. **IT IS FURTHER AGREED** that Respondents *et al.* will promptly provide a full unconditional refund (including shipping costs) of any previously unrefunded payments to any Iowa consumer who has made a purchase of *Bladder Control* and who requests a refund. If an Iowa consumer has received a refund from the Attorney General under paragraph 8.B., Respondents *et al.* are not required to duplicate any such refunds.

8. **IT IS FURTHER AGREED** that Respondents pay to the State of Iowa the sum of \$30,479.92 within 2 weeks of settlement. The State of Iowa shall apply the \$30,479.92 as follows:

- A. The State of Iowa will deposit the sum of \$10,000.00 in the Older Iowans Fund created by Iowa Code § 714.16A, to be used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7).
- B. The sum of \$20,479.92 is to be applied by the Attorney General to restoring to consumers amounts they spent for *Bladder Control*, to the extent reimbursement has not previously been made, pursuant to Iowa Code § 714.16(7). Respondents will accommodate reasonable requests from the Attorney General for customer data or other information required by the Attorney General to facilitate restoration. To the extent that consumers entitled to reimbursement cannot be located through reasonable efforts, the money that is not returned to consumers shall be deposited into the fund created by Iowa Code § 714.16A and used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7).

9. **IT IS FURTHER AGREED** that a violation of this Assurance is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement action in an Iowa District Court in which one or more violations of this Assurance are established by the Attorney General by a preponderance of the evidence, the Court shall apply the remedies provided in the CFA, in addition to any other remedies provided by law.

10. **IT IS FURTHER AGREED** that Respondents *et al.* shall comply with reasonable requests from the Attorney General for information relating to compliance with this Assurance.

11. **IT IS FURTHER AGREED** that this Assurance constitutes a complete settlement and release by the State of Iowa of all claims for violation of the CFA relating to Respondents' advertisement of the characteristics, health benefits, efficacy, and/or curative properties of *Bladder Control* that arose before the Effective Date.

The undersigned who have the authority to consent and sign on behalf of Respondents and the Attorney General of Iowa hereby consent to the form and contents of this Assurance.

Date: 8/15/16

Chuck Slotkin
Independent Nutraceuticals, LLC
Chuck Slotkin, CFO
By (print name):

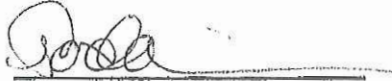
Date: 8/15/16

Chuck Slotkin
Chuck Slotkin

Date: 14th August, 2016

Tracey Anne Seipel
Tracey Anne Seipel

Date: 8/15/2016



Todd Harrison
Counsel for Respondents

Date: 9/13/2016



Steve St. Clair
Assistant Attorney General