

8/3/16

In re:

Osmosis, LLC;
Osmosis Body, LLC;
Osmosis Colour, LLC;
and
Dr. Benjamin Taylor Johnson;

Respondents.

CIVIL INVESTIGATIVE DEMAND
AND
NOTICE OF INTENT TO PROCEED

The State of Iowa by Thomas J. Miller, Attorney General of Iowa, and by Steve St. Clair, Assistant Attorney General, pursuant to the provisions of Iowa Code § 714.16, commonly known as the Consumer Fraud Act (CFA), directs the above-named Respondents to respond to this Civil Investigative Demand and Notice of Intent to Proceed (hereinafter "CID") pursuant to the authority of the CFA.

It appears to the Attorney General that the business practices in which Respondents have engaged and are continuing to engage are deceptive, unfair, and otherwise in violation of the CFA. Specifically, it appears that Respondents have engaged in, and are continuing to engage in, unlawful practices that may include, but are not limited to, misleading Iowans regarding the characteristics of, health benefits of, and prophylactic properties of, products they sell, including without limitation a product marketed as Osmosis Harmonized UV Neutralizer (hereinafter *UV Neutralizer*). In addition, Iowa Code § 714.16 (2)(a) declares to be deceptive a representation that merchandise has certain performance characteristics, uses, or benefits if, at the time of the representation, no reasonable basis for the claim exists ("substantiation requirement"), and Respondents' practices raise concerns as to whether the substantiation requirement has been or could be met.

It appears to the Attorney General that it would be in the public interest to further investigate Respondents' business practices. Respondents are formally requested to retain until further notice all

provide each different version, specify the difference, and indicate the period during which that version was marketed.

18. Provide a copy of all agreements between (i) one or more Respondents and (ii) Jessica McCafferty and/or Janice McCafferty Communications, Inc. regarding the provision of services that could affect the marketing or sale of *UV Neutralizer*.

19. Provide a copy of all communications between (i) one or more Respondents and (ii) Jessica McCafferty or any other representative of Janice McCafferty Communications, Inc. regarding any aspect of the legitimacy, advertising, marketing, or sale of *UV Neutralizer*.

SPECIFIC ADVERTISING CLAIMS: ATTACHMENT I

20. Regarding the substantiation requirement referenced on page 1 of this CID, provide the reasonable basis for each of the following claims:

- a) *UV Neutralizer* “utilize[es] frequencies that work against the damaging effects of the sun”
- b) *UV Neutralizer* “[n]eutralizes UV radiation”
- c) *UV Neutralizer* allows for “30x more” sun exposure
- d) *UV Neutralizer* “[e]nhances tanning effect from the sun”
- e) The *UV Neutralizer* contains “scalar waves”
- f) The *scalar* waves contained in *UV Neutralizer* “vibrate above the skin to neutralize UVA and UVB, creating protection comparable to an SPF 30”
- g) “[T]he frequencies that have been imprinted on water will vibrate on your skin in such a way as to cancel approximately 97% of the UVA and UVB rays”
- h) Water has the ability to carry cancellation waves indefinitely.”

Response of Ben Johnson (11/14/16)

possible. Some responded that the initial clinical trial was flawed because it was not independent enough. We discussed their concerns but could only offer the information that is otherwise provided in this document.

20.

- a. Similar to how sound cancellation works, we imprint frequencies onto water molecules that can cancel UVA/UVB/UVC/Infrared. This is substantiated by the years of success and two clinical trials.
- b. See above
- c. See above
- d. Described elsewhere
- e. See our lab test results.
- f. We cannot prove the actual existence of scalar waves above the skin. However, the clinical trials prove that our theory is correct.
- g. We have completed several successful challenge tests on water (see **Attached**) that definitely prove we have changed the properties without adding any ingredients.
- h. We tested our waters for antibacterial properties and then re-tested 5 years later. There was no indication of any lost performance as it still prevented bug growth even when diluted 100,000 to 1. We assume that with 0% loss in efficacy over 5 years that the frequencies hold up indefinitely. Although, we have found ionized water will damage the frequencies.



21. UV Neutralizer is in the water in the skin and therefore it can be sweat out easily. Once out of the skin, the person must ingest more and wait an hour so alternative, traditional sunscreen options are recommended. Exercise increases the utilization of frequencies just like it increases metabolism for the whole body. We have found that 30-40 minutes of a heart rate above 100 will result in loss of the benefits of UV Neutralizer. In these cases and in the case of locations with high UV Index ratings (above 10), it is preferred that the client use normal sun protection methods like shelter, zinc, titanium dioxide, etc. The intensity of the sun in high UV Index locations overwhelms the scalar wave technology.

22. **See attached.**

- a. We did not save these communications in a format that has the entire message within it or the testimonial contains the entire message.
- b. This is unduly burdensome and irrelevant.
- c. We simply ask if we can share their story, there are no documents.
- d. No one is compensated for testimonials.
- e. We never considered that any of our customers would make up a success story since there is no reward for testimonials. No efforts were therefore made in this regard.
- f. We constantly monitored the results in the days and months the product was first launched. This meant we actively followed up on sales to make sure the clients were happy with their results. We knew from our initial testing what the average consumer can expect.