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IN THE CIRCUIT COURT OF THE  
12<sup>TH</sup> JUDICIAL CIRCUIT, IN AND  
FOR SARASOTA COUNTY, FLORIDA

Roca Labs, Inc.  
Plaintiff,

vs.

Consumer Opinion Corp. and  
Opinion Corp. d/b/a PissedConsumer.com

Defendants,

CASE NO.

2014 CA 004769nk

**COMPLAINT**

The Plaintiff, ROCA LABS, INC. ("Roca"), a Florida Corporation, by and through its undersigned counsel, files this Complaint against Defendants, CONSUMER OPINION CORP., a New York Corporation ("Opinion") and OPINION CORP. d/b/a PISSEDCONSUMER.COM a New York Corporation ("Pissed") (Collectively herein known as "Defendants").

**JURISDICTION & VENUE**

1. This is an action for injunctive relief, declaratory relief, and for damages in excess of \$15,000, exclusive of interest, costs and attorneys' fees.
2. Venue is proper in this Honorable Court as this is an action under the Florida Deceptive and Unfair Trade Practices Act, seeking permanent injunctive relief and an award of money damages, including actual damages and reasonable attorneys' fees and costs; an award of compensatory damages under common law claim of tortious interference with a contractual relationship; an award of compensatory damages under common law claim of tortious

interference with a prospective relationship, an award of compensatory damages under common law claim of defamation all stemming from conduct that occurred in Sarasota, Florida.

3. ROCA is a Florida for-profit corporation with its principal place of business at 7261 A Tamiami Trail S, Sarasota, FL 34231.

4. Defendant CONSUMER OPINION CORP. is a New York for profit corporation with it's principal place of business at 1204 Avenue U, Suite 1080, Brooklyn, NY 11229. Upon information and belief CONSUMER OPINION CORP. is the owner of the trademark Pissed Consumer (U.S. Reg. No. 3679454) and owns and/or operates the website "pissedconsumer.com."

5. Defendant OPINION CORP. is a New York for profit corporation with its principal place of business at Gravesend Neck Rd., Brooklyn, NY 11223. Upon information and belief OPINION CORP. owns and/or operates the website "pissedconsumer.com".

6. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendants by and through their website pissedconsumer.com operate and engage in a business in Florida by selling services to Florida residents and corporations.

7. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendants by and through their website pissedconsumer.com violated Florida Deceptive and Unfair Trade Practices Act in the State of Florida.

8. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendants by and through their website

pissedconsumer.com are accessed and used in Florida and have committed tortious acts against Plaintiff.

9. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendant allows users to geo-target a Florida company by location and to post complaints via location and search via location.

10. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendants offer a service to contact Plaintiff and other Florida Companies in Florida to resolve alleged disputes.

11. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendants offer a manner for companies to respond to Complaints.

12. Pursuant to Florida Statutes Section 48.193 Florida Statutes, the Defendants are subject to personal jurisdiction in Florida because Defendants market and sells reputation management services to Florida companies.

13. Pursuant to Florida Statutes Section 48.193 Florida Statutes, Defendants are subject to personal jurisdiction in Florida because Defendants market and sells portions of its pissedconsumer.com homepage via its premium reviews service to Florida residents.

#### **GENERAL ALLEGATIONS**

14. ROCA is a Florida for profit corporation that was formed in 2006 as Appealing Ventures, Inc. It changed its name to ROCA LABS, INC. in 2009.

15. ROCA manufactures dietary supplements (sometimes referred to as nutraceuticals) and is the inventor of our proprietary Gastric Bypass Alternative® that is an effective weight loss option for people who are trying to lose more than 50 pounds.

16. ROCA markets and sells its products through its website [www.rocalabs.com](http://www.rocalabs.com), where information on its products are available and consumers can purchase the product directly.

17. Roca's products have been safely and successfully used by tens of thousands of people as surgery free alternative to gastric bypass.

18. ROCA has made significant investments in product development and in its intellectual property rights.

19. ROCA owns numerous registered trademarks including: Roca Labs®, Gastric Bypass Alternative®, Gastric Bypass Surgery Alternative®, Gastric Bypass Effect®, Gastric Bypass Results®, Natural Gastric Bypass®, Gastric Bypass No Surgery® and Anti Cravings®.

20. ROCA's trademarks are inherently distinctive.

21. ROCA has monetarily invested heavily in an online marketing and advertising program that has run in Florida and across the United States.

22. ROCA competes with Defendants for consumers when individuals conduct online searches on Google, Bing, Yahoo! and other search engines.

23. ROCA relies upon its reputation and the weight loss success of its customers to generate new business and attract new customers.

24. In exchange for a significant discount (discounts average \$800) customers contractually agree that, regardless of their outcome, they will not speak, publish, print, blog or write

negatively about ROCA or its products in any forum (See **ROCA purchase terms attached as Exhibit "A"**).

25. This contractual agreement would restrict ROCA's customers from posting complaints on Defendants' website: [pissedconsumer.com](http://pissedconsumer.com).

26. Defendants OPINION and PISSED are owners of a multifaceted Internet and service business "PissedConsumer.com" ("Pissed Consumer") that generates revenues from multiple avenues including, but not limited to (1) developing, creating, publishing and marketing online content; (2) maintaining a web platform for third party users / subscribers to post content; (3) selling/leasing a portion of its internet sites to third parties; (4) operating a service to resolve complaints for consumers; and (5) selling online reputation management services to individuals and business.

27. Defendants collectively own, operate and maintain the website "[pissedconsumer.com](http://pissedconsumer.com)" ("subject website"), which according to its marketing materials is a "consumer advocacy and customer complaint" website. (See **Marketing Materials attached as Composite Exhibit "B"**). This is Defendants primary internet platform and revenue generating website.

28. Defendant, OPINION owns the registered trademark Pissed Consumer®.

29. [Pissedconsumer.com](http://Pissedconsumer.com) by and through Defendants, functions in part as a platform for individuals to complain about people, products and/or businesses. Complaints have been made on [pissedconsumer.com](http://pissedconsumer.com) by individuals residing in Florida and about Florida residents and businesses.

30. [Pissedconsumer.com](http://Pissedconsumer.com), by and through Defendants, co-develop complaints with users and then assumes ownership of the content. In order for an individual to post a complaint on

**pissedconsumer.com, she must go through the following steps (See Printout of Defendants complaint generator ([www.pissedconsumer.com/post-complaint.html](http://www.pissedconsumer.com/post-complaint.html)) attached as Exhibit "C"):**

- A. Access the page [pissedconsumer.com](http://pissedconsumer.com)
- B. Select the Submit Complaint button at the top of the homepage.
- C. Follow a page that includes content boxes (\* are mandatory boxes):
  1. What happened\*
  2. Details\* (at least 100 words)
  3. Option to add images or videos and share on YouTube
  4. Company\*
  5. Category\* (this is a mandatory drop down menu)
  6. Location
  7. Product or Service
  8. Value of loss
  9. Tags
  10. Radial buttons for I am pissed, I am neutral, or I am pleased
  11. An option to pay and make this is "premium listing"
  12. An agreement to the terms and services\*
  13. An option to be contacted by company

31. As a user writes a complaint, pissedconsumer.com, by and through Defendants, monitors completeness and informs the user on the completeness of their complaint. A prominent display monitors the progress. Users cannot leave certain items blank, must write a review of at least 100 words, and can select an option identifying themselves as "pissed".

32. Pissed consumer, by and through Defendants, also offers tips on how to write "Tips for a Great Review" and "Tips that Will Make Your Review More Popular for Free."

33. In essence, pissedconsumer.com, by and through Defendants, functions as a complaint generator as it instructs or co-authors the post on its website by ensuring that users write content in a certain manner, select from a list of business categories, fill in pre-defined information and select radial buttons.

34. When writing a post, users are given the option to pay for a "Premium Review." Under this option a user can pay Defendants a fee to have their posting prominently displayed on pissedconsumer.com's homepage. According to Defendants, more people see Premium Reviews.

35. Pissedconsumer.com, by and though Defendants, is functioning as an advertising platform where people can pay to have their complaints seen by individuals who access the pissedconsumer.com site and other websites and marketing programs of Defendants.

36. Pissedconsumer.com, by and through Defendants, also provides the option for users to have the Company in which they are complaining about contact them. According to Defendant's marketing materials "PissedConsumer.com Helps Consumers Get More From Consumer Complaints." (See Exhibit B).

37. Pissed Consumer describes itself as a consumer advocacy business and represents to users that it can resolve their complaints with Companies.

38. Defendants misleads pissedconsumer.com users into thinking that it can resolve complaints and has a service or system to assist consumers in complaint resolution. In truth it offers no complaint resolution services.

39. ROCA has not received any communication from Defendants attempting to mediate or resolve complaints.

40. Pissedconsumer.com, by and through Defendants, publishes that it is a consumer advocacy site and that it will attempt to bring complaints to a resolution, when in truth it does nothing.

41. Defendants will not release the names of any of its posters to ROCA, and ROCA cannot attempt to resolve complaints.

42. According to their marketing materials, Pissed Consumer, by and through Defendants, “offers a set of free tools necessary to bring customer disputes to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site’s consumer advocacy section” (See Exhibit B).

43. In generating complaint letters Defendants are the author or at a minimum the co-author of the content. In their marketing materials, Defendants states:

“Complaint letters still have the power to effectively bring a resolution to the problem, if they’re written in a serious and professional manner detailing the precise problem and exactly what the consumer would like the company to do to rectify the situation, rather than simply exchanging



heated words. Our free tool aims to help consumers achieve exactly that; a successful resolution to their complaints

The computer-generated consumer complaint letters contain all vital information, including:

1. Date of the complaint filing
2. Complainant's name and address
3. Name and address of the recipient of the complaint
4. Complaint title and details
5. Information for the recipient of the complaint regarding how to proceed in resolving the issue to the satisfaction of the complainant"

(See Exhibit B)

44. There is essentially no difference between Defendants' complaint letter generator and their online complaint form.

45. In creating a system to generate a complaint letter or a complaint form Defendants become the co-author or developer of the user's content.

46. Upon completion of a posting, Defendants assumes ownership of the posting. According to pissedconsumer.com Terms and Conditions "By posting information or content to any public area of www.PissedConsumer.com, you automatically grant, and you represent and warrant that you have the right to grant, to PC an irrevocable, perpetual, fully-paid, worldwide exclusive license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You also expressly authorize PC to share any posted

information with third parties at PC's own discretion." (Terms & Conditions attached as Exhibit "D").

47. Pissed Consumer, by and through Defendants, exercises the grant of this license and develops a new and distinct version of the posting for dissemination on Twitter via its Twitter account @PissedConsumer.

48. Twitter is a unique social media platform, with established user guidelines, character limits, and best practices that are separate and distinct from other social media platforms and consumer review sites.

49. Twitter (NYSE: TWTR) is a public company and according to public records it is not affiliated with Defendants.

50. Each Twitter post by Defendants is a unique statement authored and made directly by Defendants and can be accessed by any one of Twitter's 271 million subscribers.

51. Pissed Consumer's Tweets are separate and distinct from user postings on [pissedconsumer.com](http://pissedconsumer.com)

52. Tweets are sent as if they were written by Defendants from Defendant's unique Twitter handle @PissedConsumer.

53. Defendants Tweets about ROCA include but are not limited to:

- a. "@RocaLabs Don't buy anything from Roca Labs they just sell a regular shake",
- b. "Doesn't Work!!! I can't believe I really thought this would work! Save your money"

c. **WILL NOT PROCESS PROMISED REFUND, LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND" (See Exhibit "E" Twitter Postings).**

54. Defendants Tweets about ROCA were created and developed by Defendants.
55. Defendant's Tweets come directly from @PissedConsumer without any third party attribution.
56. In making a Tweet, Defendants may use the term @RocaLabs and adds a tinyurl.com link.
57. Defendants are the author/creator/developer, publisher and marketer of its Tweets.
58. Defendants, wrote, Tweeted, and published false and defamatory statements about ROCA for their own financial gain.
59. According to Terms and Conditions on pissedconsumer.com, users "will NOT post on PC any defamatory, inaccurate, abusive, obscene, profane, offensive, threatening, harassing, racially offensive, spam, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will use PC in a manner consistent with any and all applicable laws and regulations. By posting information on PC, you warrant and represent that the information is truthful and accurate" (See Exhibit D).
60. Defendants allow pissedconsumer.com users to violate its Terms and Conditions and post defamatory, inaccurate, abusive, offensive material about ROCA on its website.
61. ROCA has contacted Defendants on numerous occasions to complain about these types of postings, but Defendants have refused to take any action or remove these postings.

62. Defendants continue to unfairly and maliciously publish these false, defamatory, inaccurate, abusive, offensive material about Roca despite requests to have them removed.
63. Defendants deliberately publishes false, defamatory, misleading, false, and inaccurate content on pissedconsumer.com that is created by Defendants. Pissedconsumer.com publishes that "Roca Labs has been on the market since 1988", that ROCA's average customer has suffered \$279 in losses and that total customer losses exceed \$9,500.
64. According to Defendants more than 72,000 people have viewed the postings on pissedconsumer.com about ROCA.
65. Defendants have developed its business to maximize the exposure of complaints to as wide an audience as possible.
66. Defendants monetize this audience and profits from complaints.
67. Defendants co-author with its users false and defamatory complaints about ROCA to increase their revenue and profits.
68. Defendants sell reputation management to companies to assist them in maintaining their online reputation.
69. Defendants recognize the damage that a posting on its site can have on the reputation, brand, sales, revenue, customer base and goodwill of a company.
70. Defendants profit off complaints that it co-authors with users by selling reputation management services.
71. Defendants will not allow ROCA to communicate to its users unless it subscribes to Defendant's reputation management services.

72. Defendants statements about its ability to resolve complaints and act as a consumer advocate are false and misleading as they incorrectly lead users to believe that Defendants will help to resolve the issue complained, when in fact Defendants are using complaints to generate new reputation management customers

73. Defendants employees, servants, agents all acted within the course and scope of their respective employment herein.

**COUNT I**

**DECEPTIVE & UNFAIR TRADE PRACTICES**

**AGAINST CONSUMER OPINION CORP;**

ROCA realleges and incorporates the allegations of paragraphs 1 through 73 as though fully set forth herein and sues Defendant CONSUMER OPINION CORP ("Opinion") for Deceptive and Unfair Trade Practices as follows:.

74. Pursuant to Florida Statute Section 501.204(1) as part of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), it is unlawful for any party to engage in unfair or deceptive acts or practices in the conduct of any trade or commerce.

75. Defendant OPINION, falsely purports to serve the community as a reputable consumer advocacy group via its website pissedconsumer.com ("subject website")

76. The subject website states their purpose is to allow users to "get your whole issue resolved and share your experience with the world."

77. The subject website claims that it can help bring consumer disputes to a "fast and successful resolution" (See Exhibit B).

78. Instead, Defendant OPINION uses complaints to sell advertising space on its subject website to its users and sell reputation management services to companies.

79. Defendant OPINION states that it will contact the company against whom a complaint is being made.

80. Defendant OPINION has never contacted ROCA to attempt to resolve any complaints and instead, the Defendant OPINION has taken the opposite action and has rebuffed communications from ROCA to resolve problems.

81. Defendant OPINION further states that pissedconsumer.com "improves the interactive relationship between corporation and consumer, thereby improving the clients' bottom line."

82. Defendant OPINION's subject website has done nothing to improve the relationship between ROCA and its customers and has only hurt ROCA's monetary profits and reputation.

83. By publishing false statements about its services on the subject website, the Defendant OPINION engages in deceptive and unfair practices.

84. Additionally, through their Terms and Conditions posted on their subject website Defendant OPINION states that it "will not publish false, defamatory, inaccurate or other types of statements."

85. Defendant OPINION knowingly and intentionally violates this policy and allows false, defamatory and inaccurate statements about ROCA on its subject website.

86. Statements on pissedconsumer.com about ROCA include, but are not limited to:

- a. This product sucks. It's expensive, horrible to drink & doesn't do nothing (See Review #506944 by anonymous).
- b. This business is a total fraud. BEWARE! (See Review #490848 by anonymous).

- c. Roca Labs - Got scammed and sick from this JUNK (See Review #482648 by anonymous).
- d. Roca Labs - Run don't walk away from this one! SCAM!! (See Review #487885 by anonymous).
- e. The Company is full of lies and deceit (See Review #482585 by anonymous).
- f. DO NOT TRUST THESE PEOPLE. They are CROOKS (See Review #480448 by anonymous).
- g. Roca Labs - Don't buy anything from Roca Lab they just sell a regular shake they are stealing your money (See Review #475672 by anonymous).
- h. I have a friend working in the warehouse of this product, he told me that is unsanitary they don't use gloves and hair nets to assemble the packages which comes with containers and spoons, and the product is a fraud doesn't work! (See Review #475672 by anonymous).
- i. Roca Labs is a SCAM (See Review #432655 by anonymous).
- j. Roca Labs- Product and company are PURE SCAM (See Review #413698 by anonymous).
- k. You have a better chance of feeling full if you swallowed a glass of liquid cement and let it harden in your stomach. Do not waste your time, energy or money on them. (See Review #413698 by anonymous).

**(See Exhibit F Content/ Postings on Pissedconsumer.com)**

87. By publishing these statements on the subject website, the Defendant OPINION violates its own Terms and Conditions published on subject website and engages in deceptive and unfair practices.

88. Additionally, Defendant OPINION has made false and defamatory statements about ROCA via Twitter. Statements include but are not limited to:

- a. @RocaLabs Don't buy anything from Roca Labs they just sell a regular shake

b. Doesn't Work!!! I can't believe I really thought this would work! Save your money

c. WILL NOT PROCESS PROMISED REFUND, LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND

(See Exhibit E)

89. By publishing these statements on Twitter the Defendant OPINION, engages in deceptive and unfair practices.

90. Defendant OPINION claims that it "has been a leader in customer service and consumer advocacy since 2006 and that it "operates the consumer review site PissedConsumer.com, one of the highest ranking and best regarded consumer review sites on the Internet" (See Exhibit B).

91. Pissedconsumer.com was in fact removed from Google's index for violations of Google's policies, they have been repeatedly sued for their business practices, there are hundreds of negative articles about Pissed Consumer online and in *Ascentive v. Opinion Corp.*, 842 F Supp. 2d 450, Dist. Court, ED NY the Court found that aspects of Pissed Consumers business were "troubling and perhaps unethical."

92. By publishing false statements about its own esteem and reputation, the Defendant OPINION, engages in deceptive and unfair practices.

93. Defendant OPINION markets and promotes pissedconsumer.com as an unbiased consumer review site and that it allows consumers to "make better choices" about companies and products (See Exhibit B).

94. The subject website is in fact a "gripe site" and is a broad forum for posting false, inaccurate, malicious and defamatory content.



95. On its face, the name "pissed consumer" is not unbiased, but is clear statement that a consumer is mad or "pissed" at someone or something.

96. By publishing false statements about its business purpose, Defendant OPINION engages in deceptive and unfair practices.

97. Defendant OPINION via its subject website claims that "Roca's customers have lost \$9,500 and that our average customer has lost \$279.00."

98. This information posted by Defendant OPINION is false and to the best of ROCA's knowledge, the Defendant OPINION has done nothing to verify the claims of any user.

99. By publishing false statements that it monitors consumer losses, determines the average loss per customer, Defendant OPINION engages in deceptive and unfair practices.

100. Pursuant to Florida Statutes Section 501.211(1), "anyone aggrieved by a violation" of the FDUTPA may bring a claim under FDUTPA to enjoin a party that has violated, is violating, or is likely to violate FDUTPA.

101. As a result of Defendant OPINION's unfair and deceptive practices, ROCA has incurred damages.

102. Pursuant to Florida Statutes Section 501.211(2) provides that any action brought by an aggrieved party, wherein such party has suffered a loss as a result of violation of FDUTPA, such party may recover actual damages, plus attorneys' fees and court costs.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant CONSUMER OPINION CORP's conduct violates FDUTPA, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of

one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

**COUNT II**

**DECEPTIVE AND UNFAIR TRADE PRACTICES**

**AGAINST OPINION CORP. D/B/A PISSEDCONSUMER.COM.**

ROCA realleges and incorporates the allegations of paragraphs 1 through 102 as though fully set forth herein and sues Defendant OPINION CORP. d/b/a PISSEDCONSUMER.COM ("Pissed") for Deceptive and Unfair Trade Practices as follows:

103. Pursuant to Florida Statute Section 501.204(1) as part of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), it is unlawful for any party to engage in unfair or deceptive acts or practices in the conduct of any trade or commerce.

104. Defendant PISSED falsely purports to serve the community as a reputable consumer advocacy group via its website [pissedconsumer.com](http://pissedconsumer.com) ("subject website")

105. The subject website states their purpose is to allow users to "get your whole issue resolved and share your experience with the world."

106. The subject website claims that it can help bring consumer disputes to a "fast and successful resolution" (See Exhibit B).

107. Instead, Defendant PISSED uses complaints to sell advertising space on its subject website to its users and sell reputation management services to companies.

108. Defendant PISSED states that it will contact the company against whom a complaint is being made.

109. Defendant PISSED has never contacted ROCA to attempt to resolve any complaints and instead, the Defendant PISSED has taken the opposite action and has rebuffed communications from ROCA to resolve problems.

110. Defendant PISSED further states that pissedconsumer.com "improves the interactive relationship between corporation and consumer, thereby improving the clients' bottom line."

111. Defendant PISSED's subject website has done nothing to improve the relationship between ROCA and its customers and has only hurt ROCA's monetary profits and reputation.

112. By publishing false statements about its services on the subject website, the Defendant PISSED engages in deceptive and unfair practices.

113. Additionally, through their Terms and Conditions posted on their subject website Defendant PISSED states that it will not publish false, defamatory, inaccurate or other types of statements.

114. Defendant PISSED knowingly and intentionally violates this policy and allows false, defamatory and inaccurate statements about ROCA on its subject website.

115. Statements on pissedconsumer.com about ROCA include, but are not limited to:

- a. This product sucks. It's expensive, horrible to drink & doesn't do nothing (See Review #506944 by anonymous).
  - b. This business is a total fraud. BEWARE! (See Review #490848 by anonymous).
  - c. Roca Labs - Got scammed and sick from this JUNK (See Review #482648 by anonymous).
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- d. Roca Labs - Run don't walk away from this one! SCAM!! (See Review #487885 by anonymous).
- e. The Company is full of lies and deceit (See Review #482585 by anonymous).
- f. DO NOT TRUST THESE PEOPLE. They are CROOKS (See Review #480448 by anonymous).
- g. Roca Labs - Don't buy anything from Roca Lab they just sell a regular shake they are stealing your money (See Review #475672 by anonymous).
- h. I have a friend working in the warehouse of this product, he told me that is unsanitary they don't use gloves and hair nets to assemble the packages which comes with containers and spoons, and the product is a fraud doesn't work! (See Review #475672 by anonymous).
- i. Roca Labs is a SCAM (See Review #432655 by anonymous).
- j. Roca Labs- Product and company are PURE SCAM (See Review #413698 by anonymous).
- k. You have a better chance of feeling full if you swallowed a glass of liquid cement and let it harden in your stomach. Do not waste your time, energy or money on them. (See Review #413698 by anonymous).

**See Exhibit F for Content/Postings on [pissedconsumer.com](http://pissedconsumer.com)**

116. By publishing these statements on the subject website, the Defendant PISSED violates its own Terms and Conditions that it publishes on subject website and engages in deceptive and unfair practices.

117. Additionally, Defendant PISSED has made false and defamatory statements about ROCA via Twitter. Statements include but are not limited to:

- a. @RocaLabs Don't buy anything from Roca Labs they just sell a regular shake
- b. Doesn't Work!!! I can't believe I really thought this would work! Save your money

**c. WILL NOT PROCESS PROMISED REFUND, LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND**

**(See Exhibit E)**

118. By publishing these statements on Twitter, the Defendant PISSED engages in deceptive and unfair practices.

119. Defendant PISSED claims that it “has been a leader in customer service and consumer advocacy since 2006 and that it “operates the consumer review site PissedConsumer.com, one of the highest ranking and best regarded consumer review sites on the Internet” (See Exhibit B).

120. Pissedconsumer.com was in fact removed from Google’s index for violations of Google’s policies, they have been repeatedly sued for their business practices, there are hundreds of negative articles about Pissed Consumer online and in *Ascentive v. Opinion Corp.*, 842 F Supp. 2d 450, Dist. Court, ED NY the Court found that aspects of Pissed Consumers business were “troubling and perhaps unethical.”

121. By publishing false statements about its own esteem and reputation, the Defendant PISSED engages in deceptive and unfair practices.

122. Defendant PISSED markets and promotes pissedconsumer.com as an unbiased consumer review site and that it allows consumers to “make better choices” about companies and products.

123. The subject website is in fact a “gripe site” and is a broad forum for posting false, inaccurate, malicious and defamatory content.

124. On its face, the name “pissed consumer” is not unbiased, but is clear statement that a consumer is mad or “pissed” at someone or something.

125. By publishing false statements about its business purpose, Defendant PISSED engages in deceptive and unfair practices.

126. Defendant PISSED via its subject website claims that "Roca's customers have lost \$9,500 and that our average customer has lost \$279.00."

127. This information posted by Defendant PISSED is false and to the best of ROCA's knowledge, the Defendant PISSED has done nothing to verify the claims of any user.

128. By publishing false statements that it monitors consumer losses, determines the average loss per customer, Defendant PISSED engages in deceptive and unfair practices.

129. Pursuant to Florida Statutes Section 501.211(1), "anyone aggrieved by a violation" of the FDUTPA may bring a claim under FDUTPA to enjoin a party that has violated, is violating, or is likely to violate FDUTPA.

130. As a result of Defendant PISSED's unfair and deceptive practices, ROCA has incurred damages.

131. Pursuant to Florida Statutes Section 501.211(2) provides that any action brought by an aggrieved party, wherein such party has suffered a loss as a result of violation of FDUTPA, such party may recover actual damages, plus attorneys' fees and court costs.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant OPINION CORP d/b/a/ PISSEDCONSUMER.COM conduct violates FDUTPA, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

**COUNT III**

**TORTIOUS INTERFERENCE WITH ROCA'S CONTRACTUAL RELATIONSHIPS**

**AGAINST CONSUMER OPINION CORP;**

ROCA realleges and incorporates the allegations of paragraphs 1 through 128 as though fully set forth herein and sues Defendant CONSUMER OPINION CORP. ("OPINION") for Tortious Interference with Roca's Contractual Relationship with ROCA's clients as follows:

129 ROCA has a valid contractual relationship with its customers to purchase weight loss products at a significant discount.

130 As partial consideration for the discounted price, ROCA's customers contractually agree ("subject contract") to the following language:

"You agree that regardless of your outcome, you WILL NOT speak, publish, print, blog or write negatively about The Product or The Company in any way.

Any violation of this provision of the Agreement is deemed a material breach and you agree that The Company has no adequate remedy at law. You further consent to and agree to entry of an injunction by a Court of competent jurisdiction in enforcement of your violation of this term and condition" (See Exhibit A).

131. The subject contract further includes a provision that the customer will pay full price for the product should they violate this term.

132. ROCA's customers willingly entered into this subject contract and willingly received the discount by making their purchase.

133. ROCA's terms have posted anonymously on Defendant Opinion subject website "pissedconsumer.com" (See Exhibit F).

134. Defendant OPINION knows the identity of ROCA's customers that have posted negative comments on their subject website, but Defendant OPINION has refused to identify same to ROCA.

135. ROCA has notified Defendant OPINION of the subject terms of ROCA's contractual relationship with its customers (See notice attached as Exhibit "I").

136. Evidence of the Defendant OPINION's knowledge of said contractual terms is further reflected through posts on its subject website including: "EVERYONE INTERESTED IN THIS PRODUCT PLEASE READ ROCA LABS terms and conditions agreement that they claim everyone must agree to when ordering the product!!!!!! MANY fees involved, such as the agreement NOT to COMMENT NEGATIVELY OR full price of product will be due which is \$1,580, disputing future transactions (with your debit/credit card) fee up to \$3,200 and commenting negatively on web defamation/slander fee of \$100,000!!!!!!!!!!!!!!!!!!!!!!" (See Review #485660 by anonymous part of Composite Exhibit F).

137. Defendant OPINION intended to convince and induce ROCA's customers to breach their contract with ROCA by posting negative comments on their subject website and in exchange Defendant OPINION represented it would resolve the customer's problem with ROCA.

138. Defendant OPINION encouraged ROCA's customers to "get your whole issue resolved and share your experience with the world" in direct breach of ROCA's contractual relationship.

139. Defendant OPINION in fact announced to the world via Twitter statements about ROCA, but did nothing to resolve the issue between ROCA and its customers.



140. Defendant OPINION was not authorized nor has any legal right to claim privilege for inducing the breach of ROCA and its customers valid contractual agreement.

141. As a direct and proximate result of the Defendant OPINION's actions, ROCA's customers breached their valid contract by placing negative postings on pissedconsumer.com.

142. As a direct and proximate result of the Defendant OPINION's intentional and unjustified interference, ROCA has suffered non-monetary and monetary damages.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant CONSUMER OPINION CORP. has tortiously interfered with ROCA's valid contractual relationship with its customers, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

#### COUNT IV

#### TORTIOUS INTERFERENCE WITH ROCA's CONTRACTUAL RELATIONSHIPS

#### AGAINST OPINION CORP. D/B/A PISSEDCONSUMER.COM.

ROCA realleges and incorporates the allegations of paragraphs 1 through 142 as though fully set forth herein and sues Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM ("Pissed") for Tortious Interference with ROCA's Contractual Relationship with ROCA's clients as follows:

143. ROCA has a valid contractual relationship with its customers to purchase weight loss products at a significant discount.

144. As partial consideration for the discounted price, ROCA's customers contractually agree to the following language ("subject contract"):

"You agree that regardless of your outcome, you WILL NOT speak, publish, print, blog or write negatively about The Product or The Company in any way.

Any violation of this provision of the Agreement is deemed a material breach and you agree that The Company has no adequate remedy at law. You further consent to and agree to entry of an injunction by a Court of competent jurisdiction in enforcement of your violation of this term and condition" (See Exhibit A).

145. The subject contract further includes a provision that the customer will pay full price for the product should they violate this term.

146. ROCA's customers willingly entered into this contract and willingly received the discount by making their purchase.

147. A number of ROCA's customers, have posted anonymously on Defendant PISSED subject website "pissedconsumer.com" (See Exhibit F).

148. Defendant PISSED knows the identity of ROCA's customers that have posted negative comments on their subject website, but Defendant PISSED has refused to identify same to ROCA.

149. ROCA notified Defendant PISSED of the subject terms of ROCA's contractual relationship with its customers (See Exhibit "I")

150. Evidence of the Defendant PISSED knowledge of said contractual terms is further reflected through posts on its subject website including: "EVERYONE INTERESTED IN THIS PRODUCT PLEASE READ ROCA LABS terms and conditions agreement that they claim

everyone must agree to when ordering the product!!!!!! MANY fees involved, such as the agreement NOT to COMMENT NEGATIVELY OR full price of product will be due which is \$1,580, disputing future transactions (with your debit/credit card) fee up to \$3,200 and commenting negatively on web defamation/slander fee of \$100,000!!!!!!!!!!!!!!!!!!!!!!” (See Review #485660 by anonymous in Exhibit F).

151. Defendant PISSED intended to convince and induce ROCA’s customers to breach their contract with ROCA by posting negative comments on their subject website and in exchange Defendant PISSED misrepresented it would resolve the customer’s problem with ROCA.

152. Defendant PISSED encouraged ROCA’s customers to “get your whole issue resolved and share your experience with the world” in direct breach of ROCA’s contractual relationship.

153. Defendant PISSED in fact announced to the world via Twitter statements about ROCA, but did nothing to resolve the issue between ROCA and its customers.

154. Defendant PISSED was not authorized nor has any legal right to claim privilege for inducing the breach of ROCA and its customers valid contractual agreement.

155. As a direct and proximate result of the Defendant PISSED’s actions, ROCA’s customers breached their valid contract by placing negative postings on pissedconsumer.com.

156. As a direct and proximate result of the Defendant PISSED’s intentional and unjustified interference, ROCA has suffered non-monetary and monetary damages.

WHEREFORE, Plaintiff ROCA LABS. INC. respectfully requests that this Honorable Court declare that Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM has tortiously interfered with ROCA’s valid contractual relationship with its customers, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA

LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

**COUNT V**

**TORTIOUS INTERFERENCE WITH A PROSPECTIVE ECONOMIC RELATIONSHIP**  
**AGAINST CONSUMER OPINION CORP;**

ROCA realleges and incorporates the allegations of paragraphs 1 through 156 as though fully set forth herein and sues Defendant CONSUMER OPINION CORP ("Opinion") for Tortious Interference with ROCA's Prospective Economic Relationships as follows:

157. ROCA derives its revenues through online sales of its product to consumers looking to lose weight.

158. ROCA has an actual prospective economic relationship with internet users that search for ROCA and its products on search engines.

159. ROCA's consumers view the prominent internet displays of Defendant OPINION via its subject website, [pissedconsumer.com](http://pissedconsumer.com), Tweets posted by Pissed Consumer, and other social media postings (Facebook, YouTube, etc.) and/or visit [pissedconsumer.com](http://pissedconsumer.com).

160. ROCA had an actual prospective economic relationship with numerous consumers including but not limited to: Roger Mealey, Jr., Shellie Brady, Angela Harnage, LaTanya Barreno, Roswitha Stone, and Kim Tarmann (collectively "Interfered Customers").

161. Defendant OPINION is aware of the existence of ROCA's prospective economic relationship with internet users who desire to purchase ROCA's weight loss products.

162. Defendant OPINION, by and through its agents, servants, employees, whom acted within the course and scope of their employment, intentionally solicit and interfere with ROCA's prospective economic relationship with customers by actively soliciting, and then co-authoring negative posts and tweets against ROCA on its subject website.

163. Defendant OPINION generates revenues from multiple avenues including, but not limited to (1) developing, creating, publishing and marketing online content; (2) maintaining a web platform for third party users / subscribers to post content; (3) selling/leasing a portion of its internet sites to third parties; (4) operating a service to resolve complaints for consumers; and (5) selling online reputation management services to individuals and business economic gain.

164. Interfered Customers have refused to order or cancelled orders from ROCA as a direct and proximate result of Defendant OPINION's intentional interference with said relationships via Defendant OPINION's negative postings against ROCA on its subject website and Tweets.

165. The Interfered Customers indicated their willingness to purchase weight loss products from ROCA (i.e. enter purchase order agreements).

166. ROCA would have sold products to the Interfered Customers (entered into our purchase order agreement), however the Interfered Customers indicated that they would not purchase ROCA's products because negative reviews on Defendant OPINION's subject website or Tweets by Defendant.

167. Defendant OPINION was not authorized nor has any legal right to claim privilege for inducing the disruption of ROCA and its prospective customers economic relationship.

168. As a direct and proximate result of the Defendant OPINIONs intentional and unjustified interference, ROCA has suffered non-monetary and monetary damages.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant CONSUMER OPINION CORP. has intentionally disrupted/interfered with Roca's prospective economic relationships, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

**COUNT VI**

**TORTIOUS INTERFERENCE WITH A PROSPECTIVE ECONOMIC RELATIONSHIP**

**AGAINST OPINION CORP;**

ROCA realleges and incorporates the allegations of paragraphs 1 through 168 as though fully set forth herein and sues Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM ("Pissed") for Tortious Interference with ROCA's Prospective Customer Economic Relationships as follows:

169. ROCA derives its revenues through online sales of its product to consumers looking to lose weight.

170. ROCA has an actual prospective economic relationship with internet users that search for ROCA and its products on search engines.

171. ROCA's consumer view the prominent internet displays of Defendant PISSED via its subject website, [pissedconsumer.com](http://pissedconsumer.com), Tweets posted by Defendants, and other social media postings (Facebook, YouTube, etc.) and/or visit [pissedconsumer.com](http://pissedconsumer.com).

172. ROCA had an actual prospective economic relationship with numerous consumers including but not limited to: Roger Mealey, Jr., Shellie Brady, Angela Harnage, LaTanya Barreno, Roswitha Stone, and Kim Tarmann (collectively "Interfered Customers").

173. Defendant PISSED is aware of the existence of ROCA's prospective economic relationship with internet users who desire to purchase ROCA's weight loss products.

174. Defendant PISSED, by and through its agents, servants, employees, whom acted within the course and scope of their employment, intentionally solicit and interfere with ROCA's prospective economic relationship with customers by actively soliciting, and then co-authoring negative posts and tweets against ROCA on its subject website.

175. Defendant PISSED generates revenues from multiple avenues including, but not limited to (1) developing, creating, publishing and marketing online content; (2) maintaining a web platform for third party users / subscribers to post content; (3) selling/leasing a portion of its internet sites to third parties; (4) operating a service to resolve complaints for consumers; and (5) selling online reputation management services to individuals and business economic gain.

176. Interfered Customers have refused to order or cancelled orders from ROCA as a direct and proximate result of Defendant PISSED's intentional interference with said relationships via Defendant PISSED's negative postings against ROCA on its subject website and Tweets.

177. The Interfered Customers indicated their willingness to purchase weight loss products from ROCA (i.e. enter purchase order agreements).

178. ROCA would have sold products to the Interfered Customers (entered into our purchase order agreement), however the Interfered Customers indicated that they would not purchase ROCA's products because negative reviews on Defendant PISSED's subject website or Tweets.

179. Defendant PISSED was not authorized nor has any legal right to claim privilege for inducing the disruption of ROCA and its prospective customers economic relationship.

180. As a direct and proximate result of the Defendant PISSED's intentional and unjustified interference, ROCA has suffered non-monetary and monetary damages.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM has intentionally disrupted/interfered with Roca's prospective economic relationships, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

### **COUNT VII**

#### **DEFAMATION AGAINST CONSUMER OPINION CORP via Pissedconsumer.com;**

Roca realleges and incorporates the allegations of paragraphs 1 through 180 as though fully set forth herein and sues Defendant CONSUMER OPINION CORP. ("OPINION") for Defamation via Pissedconsumer.com as follows:

181. Statements that tend to injure one's business may be charged as defamatory.

182. Communications that describe one's conduct, characteristics or condition as incompatible with the appropriate exercise of one's business or trade qualifies as defamation per se.

183. The statements which were co-authored or generated by Defendant OPINION via their subject website "pissedconsumer.com", which impute the unsatisfactory conduct, characteristics



and conditions of ROCA constitute defamatory statements concerning ROCA per se. See paragraph 88 herein for said statements.

184. The variety of statements co-authored or generated by Pissed Consumer as detailed in Paragraph 88 herein are false in their entirety.

185. All of the false statements as detailed in Paragraph 88 herein are defamatory and libelous on their face.

186. Defendant OPINION further states that "Roca's customers have lost \$9,500 and that our average customer has lost \$279.00." This statement is made by Defendant OPINION without any knowledge of actual losses.

187. According to Defendant OPINION's subject website "as a rule it does not edit, confirm or vet the content of users posts for accuracy."

188. ROCA has suffered significant loss of reputation as well as business opportunities as a direct and proximate result of Defendant OPINION's false, reckless, wrongful and malicious statements.

189. ROCA's losses include, without limitation, the failure of ROCA to sell its product to numerous identifiable potential customers as well as significant lost revenues from other potential customers.

190. The above alleged statements contained in paragraph 88 herein were seen and read by potentially millions of people who reside in Florida and elsewhere.

191. Defendant OPINION authored, co-authored, generated or published these statements with the knowledge that they were false or with reckless disregard as to their truth and falsity.

192. In the event that Defendant OPINION is a considered to be a media outlet, it is alleged that Defendant OPINION acted without reasonable care as to the truth or falsity of its statements, and that actual damages were sustained by ROCA.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant CONSUMER OPINION CORP. has defamed ROCA, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

### **COUNT VIII**

#### **DEFAMATION AGAINST OPINION CORP via Pissedconsumer.com**

ROCA realleges and incorporates the allegations of paragraphs 1 through 192 as though fully set forth herein and sues Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM ("Pissed") for Defamation via Pissedconsumer.com as follows:

193. Statements that tend to injure one's business may be charged as defamatory.

194. Communications that describe one's conduct, characteristics or condition as incompatible with the appropriate exercise of one's business or trade qualifies as defamation per se.

195. The statements which were co-authored or generated by Defendant PISSED via their subject website "pissedconsumer.com", which impute the unsatisfactory conduct, characteristics and conditions of ROCA constitute defamatory statements concerning ROCA per se. See paragraph 88 herein for said statements.

196. The variety of statements co-authored or generated by Pissed Consumer as detailed in Paragraph 88 herein are false in their entirety.

197. All of the false statements as detailed in Paragraph 88 herein are defamatory and libelous on their face.

198. Defendant PISSED further states that "Roca's customers have lost \$9,500 and that our average customer has lost \$279.00." This statement is made by Defendant PISSED without any knowledge of actual losses.

199. According to Defendant PISSED's subject website "as a rule it does not edit, confirm or vet the content of users posts for accuracy."

200. ROCA has suffered significant loss of reputation as well as business opportunities as a direct and proximate result of Defendant PISSED's false, reckless, wrongful and malicious statements.

201. ROCA's losses include, without limitation, the failure of ROCA to sell its product to numerous identifiable potential customers as well as significant lost revenues from other potential customers.

202. The above alleged statements contained in paragraph 88 herein were seen and read by potentially millions of people who reside in Florida and elsewhere.

203. Defendant PISSED authored, co-authored, generated or published these statements with the knowledge that they were false or with reckless disregard as to their truth and falsity.

204. In the event that Defendant PISSED is a considered to be a media outlet, it is alleged that Defendant PISSED acted without reasonable care as to the truth or falsity of its statements, and that actual damages were sustained by Roca.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant OPINION CORP d/b/a/ PISSEDCONSUMER.COM has defamed ROCA, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

**COUNT IX**

**DEFAMATION AGAINST CONSUMER OPINION CORP (via Twitter)**

ROCA realleges and incorporates the allegations of paragraphs 1 through 204 as though fully set forth herein and sues Defendant CONSUMER OPINION CORP. ("OPINION") for Defamation via Twitter as follows:

205. Statements that tend to injure one's business may be charged as defamatory.
206. Communications that describe one's conduct, characteristics or condition as incompatible with the appropriate exercise of one's business or trade qualifies as defamation per se.
207. The statements which were authored by Defendant OPINION and placed on Twitter, which impute the unsatisfactory conduct, characteristics and conditions of ROCA constitute defamatory statements concerning ROCA per se.
208. These statements as previously detailed in Paragraph 53 herein, include but are not limited to:
  - a. @RocaLabs Don't buy anything from Roca Labs they just sell a regular shake
  - b. Doesn't Work!!! I can't believe I really thought this would work! Save your money

**c. WILL NOT PROCESS PROMISED REFUND, LIED TO BY CUSTOMER  
SERVICE AGENTS REGARDING PROMISED REFUND**

**(See Exhibit E)**

209. The statements authored and Tweeted by Defendant OPINION are false in their entirety.

210. All of the false statements are defamatory and libelous on their face.

211. To the best of ROCA's knowledge Defendant OPINION has never purchased products from ROCA, tested or tried any of our products, had any communication with anyone at ROCA about ordering our products, or have been refused a refund.

212. ROCA has suffered significant loss of reputation as well as business opportunities as a direct and proximate result of Defendant OPINION's false, reckless, wrongful and malicious statements.

213. The losses include, without limitation, the failure of ROCA to sell its product to numerous identifiable potential customers as well as significant lost revenues from other potential customers.

214. The above alleged statements were seen and read by potentially millions of people who reside in Florida and elsewhere.

215. Defendant OPINION made these statements with the knowledge that they were false or with reckless disregard as to their truth and falsity.

216. In the event that Defendant OPINION is considered to be a media outlet, it is alleged that Defendant OPINION acted without reasonable care as to the truth or falsity of its statements, and that actual damages were sustained by ROCA.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant CONSUMER OPINION CORP. has defamed ROCA and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS, INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

**COUNT X**

**DEFAMATION AGAINST OPINION CORP (via Twitter)**

ROCA realleges and incorporates the allegations of paragraphs 1 through 216 as though fully set forth herein and sues Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM ("Pissed") for Defamation via Twitter as follows:

217. Statements that tend to injure one's business may be charged as defamatory.
218. Communications that describe one's conduct, characteristics or condition as incompatible with the appropriate exercise of one's business or trade qualifies as defamation per se.
219. The statements which were authored by Defendant PISSED and placed on Twitter, which impute the unsatisfactory conduct, characteristics and conditions of ROCA constitute defamatory statements concerning ROCA per se.
220. These statements as previously detailed in Paragraph 53 herein, include but are not limited to:
  - a. @RocaLabs Don't buy anything from Roca Labs they just sell a regular shake

b. Doesn't Work!!! I can't believe I really thought this would work! Save your money

c. WILL NOT PROCESS PROMISED REFUND, LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND

(See Exhibit E)

221. The statements authored and Tweeted by Defendant PISSED are false in their entirety.

222. All of the false statements are defamatory and libelous on their face.

223. To the best of ROCA's knowledge Defendant PISSED has never purchased products from ROCA, tested or tried any of our products, had any communication with anyone at ROCA about ordering our products, or have been refused a refund.

224. ROCA has suffered significant loss of reputation as well as business opportunities as a direct and proximate result of Defendant PISSED's false, reckless, wrongful and malicious statements.

225. The losses include, without limitation, the failure of ROCA to sell its product to numerous identifiable potential customers as well as significant lost revenues from other potential customers.

226. The above alleged statements were seen and read by potentially millions of people who reside in Florida and elsewhere.

227. Defendant PISSED made these statements with the knowledge that they were false or with reckless disregard as to their truth and falsity.

228. In the event that Defendant PISSED is considered to be a media outlet, it is alleged that Defendant PISSED acted without reasonable care as to the truth or falsity of its statements, and that actual damages were sustained by ROCA.

WHEREFORE, Plaintiff ROCA LABS, INC. respectfully requests that this Honorable Court declare that Defendant OPINION CORP d/b/a PISSEDCONSUMER.COM has defamed ROCA, and further grant temporary and permanent injunctive relief against the violating conduct, and award ROCA LABS INC. with an amount fair and just to account for its money damages in excess of one million dollars (\$1,000,000.00), interest, reasonable attorneys' fees, and costs incurred herein, and for such other relief as this court deems just and proper.

## **COUNT XII**

### **DECLARATORY RELIEF AGAINST DEFENDANTS**

ROCA, by and through undersigned counsel, seek declaratory judgment relief pursuant to Chapter 86 of the Florida Statutes, prevailing Florida law, against Defendants and they re-allege all preceding paragraphs herein and state:

229. This is an action for declaratory relief pursuant to Florida Statutes Section 86.011.

230. There is a bona fide, actual, present practical need for declaratory relief pursuant to Florida Statutes Section 86.011 and present controversy with ascertainable facts between the parties herein.

231. The Defendants, by and through their agents, servants and employees, own, maintain and control the website [pissedconsumer.com](http://pissedconsumer.com).



232. The Defendants, by and through their agents, servants, and employees have authored, co-authored and/ or co-developed negative complaints with users against ROCA and then the Defendants assume ownership of the content via pissedconsumer.com and Twitter.

233. The Defendants, by and through their agents, servants and employees fail to verify their posted negative internet content against ROCA that Defendants authors, co-authors and/or co-develops via pissedcomsumer.com and Twitter.

234. The Defendants have intentionally tortiously interfered with both ROCA's contractual relationship with existing customers and its economic relationship with potential customers.

235. The Defendants conduct has directly and proximately caused ROCA to continue to accrue monetary damages and present ongoing damages to ROCA's reputation.

236. ROCA is in doubt as to their rights and obligations under Florida Statute Section 501.204(1) as part of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA ") and ROCA is in need of a present declaration of the applicability and/or preclusion of said Statute against Defendants herein and their rights under Florida law.

237. ROCA is in doubt as to their rights under FDUTPA and Florida law and is in need of a present declaration whether Defendants conduct alleged herein constitutes false and misleading advertising against ROCA.

238. ROCA is in doubt as to their rights under Florida law and is in need of a present declaration whether Defendants conduct alleged herein tortiously interfered with ROCA's contractual agreements with their customers.

239. ROCA is in doubt as to their rights under Florida law and is in need of a present declaration whether Defendants conduct alleged herein tortiously interfered with ROCA's prospective economic relationship with potential customers.

240. ROCA is in doubt as to their rights under Florida law and is in need of a present declaration whether Defendants defamed ROCA per se.

241. There is a bona fide, actual dispute between the parties based on the Defendants refusal to cease and desist it's conduct after ROCA has requested same.

242. There is a bona fide, actual dispute between the parties based on the Defendants refusal to provide the alleged "dissatisfied customer" information to ROCA so that ROCA can verify the veracity of said content.

243. There is a bona fide, actual dispute between the parties whether the Defendants in Fact author, co-author and/or develop the negative content against ROCA via pissedconsumer.com and Twitter.

244. ROCA seeks relief in order to enforce contractual/legal rights and not to merely seek legal advice from this Honorable Court.

245. ROCA's right to recovery is dependent upon the Court's finding of facts and/or application of same to Florida law.

246. As a result of this dispute, it has become necessary for the Plaintiff, Roca, to retain services of counsel.

247. Defendants are obligated to pay a reasonable fee for the undersigned services in bringing this action, plus necessary costs.

248. Defendants' interests in this declaration of rights are actual, present, adverse and antagonistic of fact and/or law to ROCA's interests.

WHEREFORE Plaintiff, ROCA, requests the Court to:

- a. Take jurisdiction of the subject matter and parties hereto.
- b. Determine applicable law, including the provision of Florida Statutes that apply to the parties.
- c. Declare that the Defendants have violated FDUTPA against ROCA.
- d. Declare that the Defendants have intentionally tortiously interfered with ROCA's contractual agreements with customers.
- e. Declare that the Defendants have intentionally tortiously interfered with ROCA's economic relationship with consumers.
- f. Declare that the Defendants have defamed ROCA.
- g. Declare that ROCA has suffered economic damages as proximate result of Defendants conduct.
- h. Declare that ROCA is entitled to attorneys' fees and costs against the Defendants and determine the amounts thereto.
- i. Declare that ROCA's are entitled to award of monetary damages and determine the amounts thereto;
- j. Declare that Defendants cease and desist their conduct against ROCA and for them to remove all negative content from their website and twitter.


k. Declare that Defendants provide the names and addresses of all alleged ROCA customers who have helped in posting negative content on Defendants website.

l. Award damages, interest, and taxable costs against Defendants.

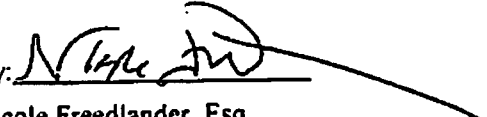
m. Award any other relief this Court deems just and proper against the Defendants.

WHEREFORE, Plaintiff ROCA further demands entry of judgment against Defendants for all damages, attorneys' fees, and costs.

Roca Labs, Inc.  
P.O. Box 7898  
Delray Beach, FL 33482-7898  
Tel. 305-998-6150  
Fax 954-341-5215

By:   
Paul Berger, Esq.  
FL Bar No. 4413  
Legal5@rocalabs.com

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Miami Beach, FL 33140  
Tel. 305-674-4844

By:   
Nicole Freedlander, Esq.  
FL Bar No. 2150  
nicolc@freedlanderlaw.com

**EXHIBIT A**  
**ROCA PURCHASE TERMS**

# PERSONAL TERMS, CONDITIONS & DISCLAIMERS AGREEMENT

USV2.0 June 2014

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## SUMMARY

- Roca Labs believes that all means are Kosher in the fat fight and the "straight in your face" attitude is the only way. Fat is Unhealthy & Ugly. If you feel insulted, you should not consider buying.
  - The Roca Labs Mixture ALWAYS works in limiting stomach space and it is UP TO YOU to decide on dosage and frequency, to serve/feed yourself small food quantities and avoid any fatty or high calorie foods in a similar fashion to post bariatric surgery. Success depends on following Instructions and being tuned to Suggested Use.
  - You may choose to pay the full \$1,580 price ("Full Price") for the Procedure or enjoy a "Subsidy" based on Terms such as: devotion to losing weight, making timely payments, approaching Roca Labs first and never be responsible for commenting anywhere negatively in any fashion. Failure to comply and you agree to pay immediately the Full Price and face legal demand for damages in the State of Florida.
  - Roca Labs loves rewarding for success so failure is not rewarded and Money Back policy is for proven success only - no returns are accepted once ordered.
  - Health Application questions can only detect obvious factors to deny you the purchase of the procedure but can NOT pertain or cover your PERSONAL medical or psychological obstacles.
  - The Procedure is VERY STRONG but your mind is stronger. Your commitment to follow Instructions and be tuned to Suggested Use is crucial. Unless you can call yourself "Fat" and feel that fat is ugly, we don't think you should buy the Procedure.
  - Results may vary and mainly depends on your commitment and medical condition. Before purchasing you should check Instructions, Suggested Use, Side Effects and consult with your doctor if necessary. Statements, other than clinical, have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.
-

This website, through the manufacturer and/or the distributor, jointly and individually ("The Website" or "The Company" or "We") are marketing The Company's products and offerings, which include, but are not limited to, the Roca Labs Procedure ("Procedure") and support services ("Support"). The Procedure and Support are available to Purchasers ("The Customer" or "You"), under all of the following personal terms, conditions and disclaimers ("Terms") and on these terms alone. Everything that The Company represents in the Terms and conditions or on The Website is accurate to the best of Company's knowledge. Customer will print and save the Agreement. You agree that the use of The Website is at your sole risk. Neither The Website, nor any of The Company's officers, directors, employees, agents, third party content providers, merchants, sponsors, licensors, contractors or affiliates warrants that The Website will be error-free or uninterrupted. The Company is clear that results depend on YOU and therefore DOES NOT guarantee any personal result or outcome resulting from the use of this Website, The Procedure or Support.

**YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE TERMS BEFORE MAKING A PURCHASE AND AGAIN PRIOR TO USING THE PROCEDURE/SUPPORT. PLACING AN ORDER INDICATES THE UNCONDITIONAL ACCEPTANCE OF THE TERMS. DO NOT PURCHASE THE PROCEDURE IF YOU DO NOT AGREE TO BE BOUND BY THE ALL TERMS.**

## Privacy

Your information will not be shared or sold for as long as you do not breach the Terms and we will have to use the information provided. See Privacy.

## Health Disclaimer

The Procedure, Website and Support provide limited, non-medical, weight loss management assistance. Testimonials, experiences, videos and related content intended only to assist users in their personal weight loss efforts. The Company is not a medical organization and it's staff cannot give you medical advice or diagnosis. Nothing contained in The Website should be construed as medical advice or diagnosis and should not be interpreted as a substitute for physician consultation, evaluation, or treatment.

**The Formula should be purchased ONLY after reading the possible Side Effects and the Instructions. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen and to direct the physician to review The Website. The Website and The Formula are intended for use only by healthy individuals. Customers with health conditions are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.**

The Customer agrees to make proper use of The Formula according to the instructions of use, which are

provided with The Formula and appear on The Website, in order to maximize your results. The Company has no knowledge of The Formula causing any serious side effects. If The Customer has any medical-related complaint after using The Formula, the Customer agrees to provide us with the following information:

1. A physician's report stating that your reaction/symptoms are a direct result of using the Formula;
2. All medical and other related records relating to the issues you had with the product;
3. All of your medical records relating in any way to health, weight-loss, weight, digestion and nutrition issues for the last five years;
4. A sworn and notarized statement by you containing the following:
  - i. A breakdown of your exact diet, including amount and times of water and food intake, during the entire time you used The Formula;
  - ii. A breakdown of the exact schedule, dosage and manner in which you took the Formula every day that you took it;
  - iii. Your age, weight and height at the time you began using the Formula.

**By purchasing the Formula you agree to these specific terms and acknowledge that the Company would not have sold The Formula without your agreement to same.**

The Company cannot guarantee results because your success depends on your usage in accordance with Suggested Use and your successful adaptation to new eating habits. You agree that, because The Company makes NO guarantees regarding results, and because of The Company's clear No Return/No Refund policy, you have NO right to dispute any payment. You agree that disputing any payment causes damage to The Company and gives The Company the right to seek compensation from you for The Company's damages. In the event that you dispute payment, then The Company has the unfettered right to revoke the discount you were awarded and you shall be liable to the Company for the full sales price of \$1,580 .

**You agree that if there is a problem with shipping, you will contact The Company via Customer Care on The Company's Website, in writing, and allow The Company 7 days to research and address the shipping issue. You also agree that if there is a shipping issue, you will file a claim with the United States Postal Service and keep The Company apprised of your efforts so The Company may help you address the issue and reship the Formula, if necessary. You agree, however, that a shipping issue does not give you the right to withhold or dispute the charge with your credit card**



**company or with PayPal. You agree that doing so would cause damage to The Company and will give The Company the right to seek compensation from you for The Company's damages.**

## **Your Commitments**

By purchasing the Procedure at the you have obligated

## **Conditional Discounted Price**

The price for The Formula and The Support is \$1,580.00. You may purchase The Formula and The Support at full price and without conditions, or you may elect to purchase The Formula at a reduced subsidised rate ("Conditional Price"). The marketing department allocates funds from its marketing budget to subsidise the Formula instead of spending the money on advertising because it hopes to gain more positive "word to mouth" customers by making the Formula more affordable. The Subsidy ("Subsidy") is the the difference between what you pay and \$1,580. We are also providing this deeply discounted Conditional Price because The Company can better manage its risks and resources, and reduce The Company's legal expenses. In exchange for this Conditional Price, you explicitly agree to all of the following:

- (1) You are representing to The Company that you are suitable to use The Formula and The Support, based upon the terms, conditions and instructions contained in this Agreement, and that you do not have any psychological or physical disorders that may interfere with your success in using The Formula and The Support.
- (2) You will follow the Suggested Use that come with The Formula and that are explained in detail on The Website. We will support you.
- (3) You expect to have a positive outcome by reducing food consumption and improving your eating habits and you will avoid eating ANY fatty or high calorie foods and will restrict yourself to eating less than 1,500 calories a day. You will also engage in daily 20-30 minutes exercise.
- (4) You agree that we can use any and all information relating to your success in the Company's marketing efforts. This can be done with a screen name of your choice but with real pictures and video.
- (5) You agree that regardless of your outcome, you **WILL NOT** speak, publish, print, blog or write negatively about The Product or The Company in any way.

**Any violation of this provision of the Agreement is deemed a material breach and you agree that The Company has no adequate remedy at law. You further consent to and agree to entry of an injunction by a Court of competent jurisdiction in enforcement of your violation of this term and condition.**

(6) You agree that your Last Payment ("Last Payment") in the amount equals to the Subsidy (the difference between the Conditional Price and \$1,580) will occur 30 days from your last payment. Roca Labs agrees to waive this last payment if you make all your payments on time, avoid any public negative comments and comply with the Terms herein. Roca Labs will exercise this right within 12 months from the time the Last Payment is due.

(7) If you breach this Agreement, you agree to pay the full price for The Formula within 3 business days of demand, plus any expenses we incur in resolving the issue. In addition, we retain all legal rights and remedies against you for breach of contract and any other appropriate causes of action.

## Terminology

*Roca Labs® terminology is used to simplify understanding, visualizing and believing in your success based on the Terms, Roca Labs® Mission Statement and doctrine to success*

- **Roca Labs® Procedure** refers to the entire program for losing weight, and includes our trademarked Formula, Anti-Cravings®, supplies, recommendations, guidelines and reward system for the weight loss process.
- **Roca Labs® Formula** is the powder prepared with liquid to create the Roca Labs® Mixture that, when ingested, results in the gastric bypass effect to limit stomach space and food intake.
- **Activator** is the container used to activate the Formula and turn it into a Roca Labs® Mixture dose.
- **Anti-Cravings®** is the proprietary formula intended to balance blood sugar levels and diminish cravings for snacks or sweets. This may be particular benefit during pregnancy and for diabetics.
- **Small Stomach** term is used to describe the feeling of a smaller stomach space with a lower threshold for satiety, even though the physical pouch size remains unchanged.
- **Shrinking Stomach™** trademark process describing the need for less food to reach a feeling of "being full". It can help reset the "appetite thermostat" so one won't feel as hungry. Over a period of 3 to 6 months one's stomach feels smaller with smaller food quantities needs to reach satiety. The physical stomach pouch size is unchanged without a surgery.
- **Stomach Space** available is a self estimate intended to create a visualization in order to determine the dosage and mainly the commitment to eating much smaller portions that day.
- **FDA Approved Roca Labs®** believes in following FDA guidelines in production and even more, in making medical claims. Though Roca Labs® Formula is extremely effective and should be used carefully as you would a drug, it does not require a prescription as it is classified as a food supplement.
- **Results may vary. Description/Facts/Statistics refer to a successful regime.**
- **Success Rate** and stats are either based on clinical studies of the formula's ingredients or the general experiences of more than 100,000 applicants.

## **General**

Once you place an order, you are entitled to Customer Care /Support. Generally, Customer Care/Support is available 24 hours, 7 days a week. We will make every effort to respond to you within 24 hours of any written contact. **For the protection of The Company and you, The Customer, after your order has shipped The Company requires that all contact between you and The Company must be in writing with Customer Care /Support through The Website ONLY.**

The Formula is not a drug, medical treatment or a surgery. Rather, it is a natural alternative that causes people to eat less by reducing available stomach capacity, providing a sensation of fullness, and creating an opportunity for psychological strengthening.

**The Formula is intended for healthy persons in general and is not suited for those with sensitivity to barley or to dietary fibers. You agree that prior to ordering the The Formula, you have consulted with and have advised your physician that The Formula components are: Guar Gum, Konjac, Inulin, Beta Glucan, Xanthan Gum, Maltodextrin, Natural and Artificial Flavors, Vitamins B-6, B-12 and C.**

After your initial purchase, you may purchase The Support alone and/or additional one-month supplies of The Formula for the separate low price of \$50.00.

## **General Advice Only**

Any verbal answers or information provided by order representatives or support staff (whether on the telephone or via electronic mail, or otherwise) are general and are specifically not intended to constitute medical or personal advice. Answers and comments from The Company staff members shall be limited solely to addressing questions and concerns as they relate to information contained on the Website, The Formula, and its usage. The Company representatives are not doctors. Any personal or medical questions should be directed to your personal physician. You should disregard any any such answer or remark that may be construed as medical or personal advice.

## **Concurrent Use of Medication**

Please direct to your physician all questions about the proper use of your medication while using The Formula. The Website and the information contained on it should not be relied upon under any circumstances

as it relates to the use, combination, or cessation of use of your personal medication.

## **FDA Information**

The Formula is manufactured in an FDA-compliant facility. The Formula is categorized as a "food additive" according to the definitions of the FDA and is approved for use without a prescription. The Formula contains only certified ingredients. These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease. This product should not be used in place of or as a substitute for recommendations by your healthcare professional. These statements are based on the known activity of the specific ingredients in this product. No clinical study has been performed on this product. The Company believes that the information provided hereunder complies with all federal laws and regulations.

## **Declaration, Purchase Agreement and Exceptions**

You hereby affirm that, prior to using The Formula, you have read, agreed to, and fully understand the instructions and specific directions regarding the daily mode of use for The Formula. Additionally, you affirm that you have read and examined all of the components of the Formula and you are aware of the components, and that the components are not in contradiction with, or incompatible with your current health regimen, nor do the components interfere with, or alter the effectiveness of any medication or advice you have received from your physician.

The act of purchase constitutes an Agreement between you and The Company, whether the order was carried out via the Website or via the phone number provided on the Website. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the Website.

You do not have permission or the right to sell, transfer and/or gift The Formula to any other person or entity. If, contrary to the terms herein, you sell, transfer or gift The Formula to another person, you will remain responsible for any breach of these Terms and Conditions by that person, and you agree to indemnify The Company against any claims brought by, or damages awarded to that person.

## **Updated Website Instructions**

You commit to make use of the Formula according to the instructions, which are occasionally updated on The Website. The instructions on the Website are considered the most current and accurate, even to the exclusion of any other printed material, including labels printed on the Formula package. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the

Website.

## **Drinking Plenty of Fluids**

You understand that The Formula requires drinking larger than normal quantities of liquids; to prevent potential dehydration, which may lead to headaches. In extreme cases, additional complications may develop. You must drink no less than 3 glasses of water immediately after each dose of The Formula, and 6-8 additional glasses of water throughout the day for each dose of The Formula. It is emphasized that given The Formula's strength, you are solely responsible for drinking adequate amounts of liquids according to your bodily needs and with reactions changing in real time. Furthermore, you understand that The Formula will not work without drinking liquids as directed.

## **Formula Success**

The expansion action of the active ingredients within the stomach is physical and conditional upon many factors, including drinking plenty of liquids. Despite the Formula being a physical aid (which is intended to decrease stomach space availability and leave the user with a feeling of fullness), the Customer hereby agrees to avoid consuming calorie-rich foods and/or overeating, so as to avoid expanding the stomach via forced consumption. The Formula will assist in weight loss as long as the diet process is dependent upon appetite and not upon psychological issues (such as depression, boredom, sadness, etc...) that may lead to overeating. **The Formula is not being sold to you on a trial basis. The Company makes no guarantee regarding the degree of success you will experience, if any.**

## **Personal Dosage**

You hereby agree that by the act of purchasing the Formula, you are aware that prior to its regular use, you must carry out personal trials to determine the appropriate dosage for your body, which will aid in achieving a lack of appetite at a level, quantity and duration that you wish and is appropriate for your situation. You determine the level and duration of the lack of appetite according to individual will and physical ability.

## **Agreement Not to Comment Negatively**

You understand and are aware that you are required to dose the formula, to drink large quantities of liquids, to avoid calorie-rich foods, to avoid overeating and to overcome psychological obstacles in order to achieve results. **You are also aware that The Company does not guarantee success.** Therefore, unless you purchased The Formula at full price, (1) no claim or complaint whatsoever will be accepted regarding the lack of success of The Formula, the service provided, the price, or any other negative comments relating to your purchase; (2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which you entered willingly and with full knowledge of the components of The Formula and its properties and The Support; (3) You agree that any such negative claim will constitute defamation per se, entitling The Company to injunctive relief and damages;

You agree that this clause is a material clause, and The Company relies on your agreement to these terms as a condition to offering and accepting from you a discounted price. **Do not purchase the Formula or Support if you do not agree to this "No Negative Comment Clause."**

## **The Order**

After you have read the Terms, Conditions and Disclaimer and filled out the required order form and/or contacted the central phone service Order Department; a representative of the Order Department will contact you to verify and confirm the details of delivery. Answers given by Representatives are not a substitute for information contained on the Website, these Terms and Conditions, or any medical advice. If you provide incorrect identification details while carrying out the order, The Company cannot guarantee that the products will be delivered. You must confirm that you have provided updated and precise details. You agrees to pay the cost to re-ship and order if Customer provides incorrect or false information.

The Company's refund/return policy is explained fully below. Pursuant to Florida law, checks that are not honored for any reason will incur a Customer charge of \$25-\$40, or 5% of the amount of the check, whichever is greater. Should The Company institute legal or collection proceedings regarding returned/cancelled checks or cancelled/disputed credit cards/PayPal, the Customer will be responsible for all collection costs and attorney's fees, plus filing fees, for each returned or cancelled check or for each cancelled credit card/PayPal payment. You agree that you will not file a charge-back or dispute with the credit card company. Other than the above listed allowance for attorney's fees relating to payment/collection issues, neither you nor The Company shall be entitled to attorney fees for other disputes between the parties. Invoices are sent directly to the electronic mail boxes supplied by you and it is the your responsibility to provide an active/working email account.

## **Order Choice**

Introductory Offer: You pay the deeply discounted Conditional Price for the Formula and The Support, and will receive Support from 8 AM to 8 PM Mon-Fri, within 24 hours of request, and \$100-\$200 money back for success video. There is no warranty and no guarantee as part of this price option.

Warranty Offer: You pay an extra \$180 for The Formula and The Support and will receive: (1) 24/7 Support, response within 5 hours of request; and (2) 50% refund if you contact Customer Care within 30 days and prove that you have any material side effects or you didn't lose at least 20 pounds; and (3) \$200-\$350 money back for success video.

**Unconditional Offer:** The price for The Formula and The Support is \$1580. You receive (1) 24/7 Support, response within 5 hours of request; and (2) 50% refund for any reason if you contact Customer Care within 30 days; (3) \$200-\$350 money back for success video; and (4) the Agreement not to Comment Negatively does not apply to you.

## **Service Hours**

**After your order has been shipped, the handling of the order goes to the Customer Care Department, which operates only in writing via The Website on the Customer Care page. The dedicated professionals who respond to inquiries understand the importance of providing accurate, timely and detailed responses. Therefore, all communication between you and The Service Department will be via electronic mail, which will allow the service professional time to research the issue and provide an appropriate response. Also, because the response might be lengthy, written communication will allow you to review and revisit the response throughout the process. This will also help to ensure the success of The Formula. Answers to inquiries are generally provided within 24 hours. If inquiries are made on a non-business day, responses are usually made by the end of the next business day.**

## **Shipping and Delivery Times**

**The Company makes reasonable efforts to ship orders by the next business day. You are responsible for any taxes imposed, inside or outside of the United States. Orders are generally shipped via United States Postal Service (USPS) 2nd day service and follow the USPS Terms of Use. Once your order has been submitted, NO changes can be made to the order. At peak holiday times, shipping may take 1-2 days longer than usual.**

**If you choose the option to sign for the package, you must choose "signature required" when ordering. If the "signature required" option is chosen, The Company will guarantee delivery and will reship at no extra charge if the package is not received by you.**

**The Company offers waiver of signature solely for your convenience. You understand that if you waive signature for delivery of the product, The Company is without recourse in the event of loss or theft of The Formula once USPS confirms delivery. Therefore, if you waive signature and The Company receives confirmation of delivery from USPS, then you agree to bear the burden of loss or theft and to pay the charges for The Formula as agreed and will not to dispute payment for the product against The Company, and your recourse does not include the right to file a charge-back claim to your credit card company. If this occurs, The Company will reship the product for an additional charge of \$150 to cover The Company's expenses.**

**You acknowledge that The Company has no control over the delivery schedules of the USPS or any other**

delivery service. The Customer will have no claim against The Company due to delivery disruptions.

On occasion, The Company's orders surpass The Company's production capabilities and your order may enter a short waiting list. Generally, this information is posted as soon as you enter the site.

## **Merchandise Return & Refund Policy**

If you wish to cancel your order before it has been shipped, you must immediately contact the Customer Care Department via the Website in writing for a full refund. You agree that you WILL NOT contact your credit card company or PayPal in these instances, as you agree that the charge was valid and authorized at the time you placed your order. Refunds may take up to 10 days to process. Greater delays in refunds are likely to occur if you dispute a charge with PayPal as the funds are automatically put on hold until the dispute has been resolved.

**You agree to CONTACT US FIRST with ANY QUESTION OR CONCERN before contacting your credit card company or PayPal to cancel or dispute payment. The Company retains the right to remedy any concerns you may have and you do not have the right to file a credit card or PayPal dispute. In the event that you file a credit card or PayPal dispute, you agree to authorize The Company to contact the credit card company or PayPal with your express authority to withdraw your dispute with the credit card company or PayPal.**

**An order is considered "shipped" once a tracking number has been assigned. If you cancel your order once the product has been shipped, then The Formula can be returned only in its original unopened shipping/delivery package, as stated explicitly on the package itself.**

**There will be no refund under any circumstances once the outer shipping package has been opened, even if none of the packages inside the box have been opened.**

**Customer returns of an unopened shipping package must be made within 3 days of the receipt of the order. Prior to return, you must (1) send The Company photographs of the shipping box clearly showing that the box has not been opened, and (2) obtain return shipping authorization from The Company in writing. You agree to provide The Company with a return tracking number as soon as you ship the product. The refund will**

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be limited only to the cost of The Formula minus the shipping charges and a 15% restocking fee. You will be solely responsible for the charges to ship the product back to The Company. There will be no refund of the cost of The Support under any circumstances.

As with any food, food supplement, diet aid or even gastric bypass surgery, it is expected that a certain number of users might not have a positive reaction to The Formula. It is also expected that, just like with any food, food supplement, diet aid or even gastric bypass surgery, there are a certain number of users who will not achieve the desired results. **Nonetheless, similar to purchasing an over-the-counter product or having gastric bypass surgery, no refunds will be considered under these circumstances.**

## **Responsibility**

Use of The Formula should be made according to the instructions of use written on The Website. The Company is not accountable for your failure to follow the instructions. You will not have any claim, allegation or demand against the Company or its manufacturer due to the qualities of The Formula, its abilities, limitations or suitability to your needs and demands. The Company is not responsible for a measure of weight loss accompanying The Formula and The Support, since The Formula's success depends on external circumstances, such as instructed use, and personal physical limitations, outside The Company's control. Results, therefore, lie entirely in your hands.

## **Content Ownership**

All of the content and products on The Company's Website are owned by The Company. The Company claims all property rights, including intellectual property rights, to its content and no person/entity is permitted to infringe upon those rights. The Company will prosecute to the fullest extent of the law anyone who attempts to use or copy The Company's property. You agree not to copy content from The Company's Website without The Company's permission. Any requests to use The Company's content should be submitted to The Company by e-mail from The Company's contact page.

## **Disclaimers of Warranties**

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE FORMULA AND SUPPORT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FORMULA &

THE SUPPORT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, SUCCESS, OR OTHERWISE. NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THE COMPANY'S PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to discontinue use of the site.

## **Limitation of Liability**

You acknowledge your use of this Website is at your sole risk and that you assume full responsibility for all the risks associated with any of your use of this Website

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND THE COMPANY'S AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF THE FORMULA OR THE SUPPORT; OR (C) ANY OTHER MATTER RELATING TO THIS WEBSITE.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA & SUPPORT. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S WEBSITE, FORMULA OR SUPPORT, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, THE FORMULA &/OR THE SUPPORT. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

## **Indemnification**

You agree to indemnify, hold harmless and, at The Company's option, defend The Company and The Company's affiliates, officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper or unauthorized use of this Website, The Company's Formula, or The Company's Support, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. Your breach of the Agreement as it relates to your obligation to refrain from making, posting, or otherwise commenting negatively about the Formula, Website, or The Company, is deemed a material breach of the Agreement,

and you agree to pay all costs and attorney's fees related to The Company's subsequent efforts to enforce this term of the Agreement.

## **Testimonials, Pictures, & Demonstratives**

The Customer's success in achieving their weight loss goal is very important to The Company. We know that visualization, instilling confidence and encouraging results is of the highest importance. Therefore, Along with the hundreds of actual Customers who have posted their success stories on YouTube and other media outlets, The Company invested in reproducing some of the successful results of our Customers. The Company utilized the work of some paid actors so the user can experience some of these success stories and use them as incentives to achieve their own weight loss goals. These testimonials and endorsements reflect the experience that many of our customers have reported to The Company. All content on the Website, whether text, image, or video, belongs to The Company and no one can use, transfer, or link to any part without express written permission.

## **Legal Jurisdiction**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website will be brought only in the federal or state courts of the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. A printed version of these Terms, Conditions and Disclaimer and related materials will be admissible in judicial and administrative proceedings based upon or relating to these Terms, Conditions and Disclaimer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. For purposes of the litigation issues addressed herein, you waive any right to confidentiality.

## **Severability of the Terms & Conditions**

If any part of these Terms and Conditions, and/or Disclaimers of use are determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions shall be deemed enforceable, valid and in full effect. The remainder of these Terms and Conditions, and Disclaimers are fully enforceable and legally binding.

**BY CHECKING THE REQUIRED BOX PRIOR TO PLACING YOUR ORDER, YOU AGREE THAT YOU HAVE READ THE COMPANY'S AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND COMPLETELY BY ITS TERMS AND CONDITIONS.**

**EXHIBIT B.**  
**PISSED MARKETING MATERIALS**

8/13/2014

PissedConsumer.com Shares Trends on Which Companies Get the Most Consumer Complaints



### **PissedConsumer.com Shares Trends on Which Companies Get the Most Consumer Complaints**

Online consumer advocacy website, Pissed Consumer, introduces trend reports to show which companies receive the most consumer complaints during any given month.

New York, NY (PRWEB) November 25, 2013

U.S. consumer advocacy and customer complaints website, Pissed Consumer, now offers trend reporting to show which companies receive the most consumer complaints every month. The new "most complained companies" feature highlights the top ten most complained about companies in the country as well as the companies receiving the highest number of complaints in various business categories and each state.

"We want our users to be able to put complaints about companies in better perspective," said Joanna Simpson of PissedConsumer.com. "By highlighting trends in consumer complaints, customers can look beyond recent complaints and see how a company fares over time or within their industry. Our hope is that this will help customers make more informed decisions about which companies they want to do business with."

Monthly complaint numbers are made available not only for consumers, but also to assist company management. The data should empower companies to be more proactive in managing customer relations issues as trends present themselves.

"The data presented will enable members of the media, government agencies, and consumers to analyze these trends across various industries," said Simpson. "This data serves as a gauge by which both company-specific and large-scale customer relations trends and issues can be measured."

Visitors to PissedConsumer.com can access the most recent month's consumer complaints data by visiting Most Complained Companies page. Links to historical data in the monthly archives are provided there.

#### **About PissedConsumer.com**

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring customer disputes to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com or the new "most complained companies" statistics, please visit Pissed Consumer or contact Joanna Simpson at 262-674-6466.

#### **Contact:**

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#### **Contact Information**

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<http://www.prweb.com/printer/11352698.htm>

8/13/2014

PissedConsumer.com Adds Technology that Allows Consumers to Record Video Reviews in Real Time



### **PissedConsumer.com Adds Technology that Allows Consumers to Record Video Reviews in Real Time**

PissedConsumer.com to add technology that enables consumers to record video reviews in real time from their web browser while making a complaint. Video reviews are automatically uploaded to PissedConsumer.com YouTube channel.

New York, NY (PRWEB) May 14, 2013

Market research firm Opinion Corp's consumer complaint site, PissedConsumer.com announces today that it is the first to add technology that enables consumers to record video reviews in real time from their web browser while making a complaint. The video reviews are automatically uploaded to PissedConsumer.com and to the PissedConsumer.com channel on YouTube, creating a dual flow of video content by users who wish to review companies and services affecting their daily lives.

"We are very proud to be the first customer review site to offer a ground-breaking technology that allows consumers to post video reviews from their web browser on our site," said Madimir Nardin, Executive Director of PissedConsumer.com. "These videos are published to PissedConsumer.com and our YouTube page automatically, which means that consumers can be heard on multiple channels. This technology adds tremendous credibility to consumer reviews, and puts the consumer in control of the message in a more personal way."

Consumers post reviews on PissedConsumer.com because they want to be heard and they want to share their experience with a larger audience. By being able to record a video review in real time from a personal computer, the consumer gets more publicity within the PissedConsumer.com news channels, categorized by company and subject matter. The added exposure on the PissedConsumer.com video channel on YouTube means even greater visibility for the consumer's review and opinions.

PissedConsumer.com has the most integrated consumer review applications of any site in the consumer review category. Other unique options on PissedConsumer.com include:

- Post a consumer review on the home page of Pissedconsumer.com for \$5.99/monthly subscription fee
- Post multiple photos to endorse or show proof of a review
- Submit a pdf of a review, or as evidence to the incident
- Search by company or category within organization that is integrated in to the site structure for seamless search
- Review features like "funny" and "relevant" to determine which reviews to search or focus on

#### **Contact Information**

Joanna Clark-Simpson  
Opinion Corp  
<http://www.pissedconsumer.com/>  
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8/13/2014

PissedConsumer.com First Consumer Review Site to Allow Consumers to Add Reviews to... -- NEW YORK, Feb. 19, 2013 /PRNewswire/ --



(<http://www.prnewswire.com/>)

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## PissedConsumer.com First Consumer Review Site to Allow Consumers to Add Reviews to PissedConsumer.com Home Page

The Most Sophisticated and Integrated Consumer Review Site on the Internet. PissedConsumer.com, Offers Home Page Review Posting

NEW YORK, Feb. 19, 2013 /PRNewswire/ -- Market research firm Opinion Corp (<http://www.opinion-corp.com/>)'s consumer complaint site PissedConsumer.com (<http://www.pissedconsumer.com/>) announces today that it is the first consumer review site to allow consumers to move their reviews to the home page of PissedConsumer.com for a subscription fee of \$5.99/month, making an industry first.

After posting a review, consumers have an option to pay a fee of \$5.99 a month to have their review featured on the first page of PissedConsumer.com for as long as the subscription is valid. With more than 5 million page views per month, front page review posting allows consumers to have their complaint seen prominently.

"We have made this subscription available to customers who are passionate about their reviews and want to share their experiences prominently on the PissedConsumer.com home page," said PissedConsumer.com Executive Director, Vladimir Nardin. "No other consumer review sites offer this capability."

PissedConsumer.com is one of the largest review portals and fastest growing sites in the consumer complaints segment. The site offers many posting options and provides information for consumers in multiple dimensions: industry categories, geospatial analysis and corporate brand and products.

### About Opinion Corp

Opinion Corp. has been a leader in customer service and consumer advocacy since 2006. Opinion Corp improves the interactive relationship between corporation and consumer, thereby improving the clients' bottom line. Opinion Corp. operates the consumer review site PissedConsumer.com, one of the highest ranking and best regarded consumer review sites on the Internet.

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SOURCE Opinion Corp.

8/13/2014

PissedConsumer.com Introduces Localized Consumer Complaints



### **PissedConsumer.com Introduces Localized Consumer Complaints**

Online consumer advocacy website, <http://www.PissedConsumer.com>, helps visitors find more relevant company feedback with localized consumer complaints and reviews.

New York, NY (PRWEB) October 16, 2012

U.S. consumer advocacy and customer complaints website, <http://www.PissedConsumer.com>, added localization to company reviews. This was done to increase the relevancy of consumer complaints to individual visitors. The integration of a reviewer's location into each consumer complaint or review allows visitors to differentiate between general feedback of a national or regional business and those of their local store or branch.

"Getting general feedback about a company's culture and policies is helpful to consumers," said Joanna Simpson of PissedConsumer.com. "But when it comes to deciding where consumers want to spend their money, local reviews matter even more. Large companies can receive negative feedback nationally even when specific locations – such as a restaurant franchise – regularly receive rave reviews. Location-based reviews are therefore more fair to local businesses while also being more helpful to local residents."

The new localization of consumer complaints will soon integrate with company profile pages on a larger scale. Currently when a visitor searches for a company on PissedConsumer.com, they're taken to a page featuring all reviews of that business. That combines reviews that might and might not be geographically relevant to the visitor.

PissedConsumer.com is improving local targeting with new company pages that will feature a red button labeled "Show complaints near me." By clicking that button, visitors will be able to see only complaints of local interest to them. If the system doesn't recognize their location, they will be able to enter their city or ZIP code by clicking the "more locations" link. Click here to see this new feature in action.

#### **About PissedConsumer.com**

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring customer disputes to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about the Pissed Consumer service and the new location-based consumer complaint features, please visit <http://www.PissedConsumer.com> or contact Joanna Simpson at 262-674-6466.

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8/13/2014

PissedConsumer.com Releases Free Consumer Complaints iPhone and iPad App



### **PissedConsumer.com Releases Free Consumer Complaints iPhone and iPad App**

Online consumer advocacy Web site, <http://www.PissedConsumer.com>, releases a free consumer complaints and reviews app for the iPhone and iPad, allowing consumers to file mobile consumer complaints.

New York, NY (PRWEB) April 7, 2010

U.S. consumer advocacy and customer complaints Web site, PissedConsumer.com, makes consumer complaints mobile with the launch of a new free app available for the iPhone, iPad, and iPod Touch. Users can download the app through the iTunes store and use it to file and search consumer complaints on-the-go.

"The new iPhone app is designed to let consumers file complaints when issues arise before they have a chance to forget the details," said Joanna Simpson of PissedConsumer.com. "With access to a mobile device like the iPhone or iPad they can use our consumer complaints submission form right away, making sure all details are posted accurately for the benefit of other consumers. It also allows users to search consumer complaints while they're away from home."

The idea is to put user-friendly tools and information in the hands of average consumers so they can report and access information about companies they deal with. For example, someone could search for consumer complaints about several area restaurants before deciding where to eat. Then they can report their own consumer complaint, or praise of the restaurant they chose, to the site before they even leave.

"The app was developed to simplify the process of reporting and using data available on PissedConsumer.com from a mobile platform," said Simpson. "It's about giving consumers up-to-the-minute information about the places where they eat, shop or conduct other business. Our hope is that people will report not only more, but more accurate, consumer reviews when they can post on-the-spot instead of waiting to get in front of a computer."

Consumers can find out more about the new Pissed Consumer app for the iPhone and iPad by visiting iTunes Website or they can download the free app through the iTunes store.

#### **About PissedConsumer.com**

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about the Pissed Consumer service and new iPhone app, please visit PissedConsumer.com or contact Joanna Simpson at 262-674-6466.

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8/13/2014

Pissed Consumer Phone Number and Contact Information



#### **Pissed Consumer Phone Number and Contact Information**

Online consumer complaints Web site, <http://www.PissedConsumer.com>, clears up some confusion about a phone number being incorrectly advertised by a third party as associated with the consumer advocacy site.

New York, NY (PRWEB) March 1, 2010

U.S. consumer advocacy and customer complaints Web site, PissedConsumer.com, reminds consumers that they do not provide telephone support, regardless of misleading posts circulating online with a telephone number supposedly associated with the site. Consumers or company representatives seeking information should use the mailing address or e-mail form available on the contact page located at <http://www.pissedconsumer.com/contact.html>.

"PissedConsumer.com wants to make sure consumers don't inadvertently try to contact us using an incorrect phone number," said Joanna Simpson of PissedConsumer.com. "The phone number being associated with the site is not being published by PissedConsumer.com representatives, but by one or more third party sources."

The telephone number being incorrectly associated with the PissedConsumer brand name is an 877 toll-free number, ending in 0996. Initial research suggests that the number actually belongs to an Internet reputation repair and search engine services company, and not the consumer complaints site.

"If consumers and businesses want to reach us about their questions or concerns, they should always do so using the contact information publicly available on our site," said Simpson. "Despite the fact that this issue is out of our hands, we apologize for any confusion it might have caused to our users. At this time we recommend that they try to avoid the repeated messages posted around the Web, and visit the site directly if they need to contact us while we continue to look into this matter."

The false phone number has so far been published mostly on websites that allow user-submitted corporate profiles. The reputation management company at the advertised phone number is not associated with the reputation management services available through PissedConsumer.com. Details on PissedConsumer.com's official reputation management services can be found at <http://www.pissedconsumer.com/reputation-management.html>.

#### **About PissedConsumer.com**

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com and the recent confusion over how consumers and company representatives can properly contact someone with the consumer complaints site, please visit [PissedConsumer.com](http://www.PissedConsumer.com) or contact Joanna Simpson at 262-674-6466.

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8/13/2014

New Rating System at PissedConsumer.com Helps Users Identify Serious Consumer Complaints



United States Login

## New Rating System at PissedConsumer.com Helps Users Identify Serious Consumer Complaints

Online consumer complaints website, <http://www.PissedConsumer.com>, has launched a new star rating system. The more stars, the more consumer complaints. The rating system is designed to help visitors identify companies receiving an unusually high volume of customer complaints.

New York, NY (Vocus) October 23, 2009

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U.S. consumer advocacy and customer complaints website, PissedConsumer.com, helps visitors more easily identify high-complaint companies with its new star rating system. Unlike rating systems where individual visitors rate a company with one to five stars, this rating instead stems from the number of consumer complaints and comments on those complaints that a company has at PissedConsumer.com.



"If a company has a five red star rating, it means that they're 'hot' on consumer complaints, or receiving a lot of them," said Joanna Simpson of PissedConsumer.com. "The five star rating can happen if a company suddenly starts receiving more complaints on average than other companies – indicating to consumers that there might be a customer service issue to keep an eye on before deciding to do business with the company."

**“ If a company has a five red star rating, it means that they're 'hot' on consumer complaints, or receiving a lot of them! ”**

The PissedConsumer.com star rating system depends on a proprietary statistical model that analyzes data related to consumer complaints and comments and then calculates a rating for the company. Consumers can view a company's rating near the upper right corner of the company's profile page on the site, which they can get to through a link at the top of individual consumer complaints.

"Consumers shouldn't have to guess if a problem with a company is a one-off event or part of a growing trend," said Simpson. "The new star rating system is designed to help them get a more accurate feel for a particular company, from customers' perspectives. They don't have to weed through each separate complaint just to see if they're recent anymore. If there's a trend towards an unusually high number of complaints, they can see that now directly from a company's profile. On the other hand, the star ratings and 'hot consumer complaints' also allow companies to keep a better eye on the consumer complaints coming in about them so management can identify potentially larger customer service or product issues that they need to address."

### About PissedConsumer.com

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com, please visit our website or contact Joanna Simpson at 262-674-6468.

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8/13/2014

PissedConsumer.com Makes it Easier to Research Consumer Complaints with Enhanced Search.



**PissedConsumer.com Makes it Easier to Research Consumer Complaints with Enhanced Search.**

Online consumer complaints website, <http://www.PissedConsumer.com>, offers increased search functionality across its site and forums to help consumers find more comprehensive company feedback using Google Custom Search.

New York, NY (Vocus) March 9, 2009

U.S. consumer advocacy and customer complaints website, PissedConsumer.com, has introduced Google Custom Search to the site's features. The new on-site search platform allows visitors to search the main site's company profiles and consumer complaints, while at the same time searching the community forums for additional feedback on a company, product, or service. In the past, searching for consumer reports across the entire site and attached community could only be conducted through multiple searches. The process was streamlined to help users find more consumer reviews in a shorter amount of time when conducting research before making purchasing decisions.

"When someone is making a decision of whether or not to do business with a person or company, it's common for them to want to hear past experiences first," says Joanna Simpson of PissedConsumer.com. "We designed PissedConsumer.com to allow for a variety of feedback and company information such as formal consumer complaints, company profiles, and more casual conversations about customer experiences in the forum. Unfortunately, the previous search functions couldn't operate for both the primary site and the forum, meaning both a site and forum search needed to be completed to find full consumer feedback from our users about any given company. The adaptability of Google's Custom Search allows us to offer both in a more convenient single-search option."

In addition to searching the PissedConsumer.com forums and standard consumer complaints, the new integrated Google Custom Search feature allows visitors to also search reviews with pictures (in a separate section of the site from standard consumer reviews), consumer advocacy information, consumer tips, and the site's collection of government resources.

"The new search feature helps more than consumers," says Simpson. "It can also be used by professionals and companies to search for, and respond to, consumer complaints and feedback more efficiently."

**About PissedConsumer.com**

PissedConsumer.com is a premier consumer advocacy group, featuring service reviews and customer complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com, please visit <http://www.PissedConsumer.com> or contact Joanna Simpson at 646-202-1809.

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8/13/2014

Customer Complaints get Global Support at Consumer Advocacy Site, PissedConsumer.com



### Customer Complaints get Global Support at Consumer Advocacy Site, PissedConsumer.com

Online consumer advocacy service, <http://www.PissedConsumer.com>, expands language support options, welcoming consumer complaints from global users.

New York, NY (Vocus) March 2, 2009

U.S. consumer complaints website, <http://www.PissedConsumer.com>, is going beyond pushing into other English-speaking markets like the U.K. and Australia to create a truly global consumer advocacy resource. The site now welcomes non-English customer complaints and feedback on products, services, and companies in any language.

"Companies are increasingly conducting business in a global marketplace, and consumer advocacy groups need to acknowledge that," says Joanna Simpson of PissedConsumer.com. "A company's behavior overseas has long had an impact on U.S. customers, such as through fair trade issues. But previously, the public would have had a difficult time finding specific examples of how companies actually treated individual customers elsewhere. By breaking down the language barriers, PissedConsumer.com is attempting to give buyers globally a broader look at the companies they do business with."

Worldwide consumers are already taking advantage of the service. The largest groups of non-English consumer complaints since the policy change include Spanish, French, and German.

"There are many situations where a company's interaction with consumers internationally could be of interest to those conducting business locally," says Simpson. "The travel industry is an excellent example of this. For instance, a U.S. resident may choose to fly on a relatively small international airline, where there are more reviews from past customers overseas than those locally. Hotels are another example. Even hotels in a familiar chain might be significantly different overseas than in the user's home country, and gathering diverse feedback before an international trip could help consumers avoid unpleasant surprises when they arrive."

Visitors can post customer complaints or even positive company reviews, empowering the general consumer population to make better choices in who they conduct business with, now in their native language. Other users can leave further comments or clarification, and access to other consumer advocacy services is also provided. PissedConsumer.com even offers premium reputation management solutions to professionals and companies looking to track and respond to consumer complaints beyond the basic comment platform.

#### About PissedConsumer.com

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

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8/13/2014

Customer Complaints with Pictures Launched by Consumer Advocacy Site PissedConsumer.com



### Customer Complaints with Pictures Launched by Consumer Advocacy Site PissedConsumer.com

Consumers have more power to expose poor customer service issues in an effort to protect others or seek their own resolutions with the ability to post picture proof with their consumer complaints at <http://www.PissedConsumer.com>.

New York, NY (Vocus) October 14, 2008

Consumer advocacy website, <http://www.PissedConsumer.com>, now gives visitors the ability to post photographs or other images with their consumer complaints. The new feature aims to give complaints more credibility, while giving more accurate information to others who may be facing similar customer service issues or who are considering doing business with a particular company.

"It's sometimes difficult for a reader to know when to take a consumer complaint seriously," says Joanna Simpson of PissedConsumer.com. "Sometimes it's a matter of a simple misunderstanding being blown out of proportion, and sometimes it's a case of filing a complaint before cooling down. They aren't always presented logically and factually, which can make them questionable when their real goal is to help others avoid the same problems. By enabling our users to now include photos with their consumer complaints, they're able to offer proof of things like damage or billing errors."

When adding consumer complaints with pictures to PissedConsumer.com, it's advised to follow a few basic guidelines to lend more credibility to a complaint, while also keeping private information safe.

1. If adding an image of a bill or other personal document, remember to remove or black out any full names, addresses, phone numbers, account numbers, or other personal details that shouldn't be public.
2. Dated photos may give more credibility to a claim than one that could have been taken at any time, so enable that functionality in the camera before taking photos.
3. While it won't always be possible, try to show both before and after pictures, especially when the consumer complaint involves damage. It's a good idea to have "before" pictures of any particularly valuable items on-hand before damage can occur (as an added bonus, taking photos now means you'll have a photo inventory should you ever need one for an insurance claim based on damages).

Responsible sharing of customer experiences is what PissedConsumer.com is all about. Consumer reports with pictures are another step in the right direction towards ensuring accuracy and better consumer protection.

#### About PissedConsumer.com

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com or to see examples of photo reviews, please visit <http://www.PissedConsumer.com> or contact Joanna Clark-Simpson at 646-202-1809.

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8/13/2014

PissedConsumer.com Helps Consumers Get More From Consumer Complaints



### **PissedConsumer.com Helps Consumers Get More From Consumer Complaints**

Online consumer complaints website, <http://www.PissedConsumer.com>, has released a consumer complaint letter sample and free tips to help consumers draft complaints that get results rather than solely being rants.

New York, NY (Vocus) September 29, 2009

U.S. consumer advocacy and customer complaints website, PissedConsumer.com, wants to help visitors make their consumer complaints more useful -- beneficial for consumer research as well as helping companies better understand and react to legitimate problems. To do this a free sample consumer complaint letter has been published along with tips on writing more effective consumer complaints.

"Consumer complaints aren't just about venting anger," says Joanna Simpson of PissedConsumer.com. "Our site visitors often want an actual response or solution from the company they're complaining about. When a consumer complaint is worded effectively and includes all of the necessary information, it makes it easier for the company in question to not only find the complaint but take action."

PissedConsumer.com offers the following tips for crafting better consumer complaint letters, on and off their site:

1. Take time to cool off before writing a consumer complaint. Details are more likely to be left out when someone is simply ranting, which means the company won't receive adequate information to act on.
2. Address an actual person. While it's important to send a hard copy consumer complaint letter to an actual person who can act on the problem, it's also important to note individuals involved in complaints posted online. The more detailed and accurate the better, so always try to get names and titles.
3. Tell the company what kind of solution you expect. Leaving this out is one of the biggest consumer complaint letter mistakes and one that separates serious complaint letters from simply angry rants. Tell them if you want a refund or a free repair if damage was done by a company's technicians for example.

PissedConsumer.com offers additional free tips and a sample consumer complaint letter online.

#### **About PissedConsumer.com**

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8/13/2014

PissedConsumer.com Gives Visitors Insight Into the Personal Side of Consumer Complaints



### **PissedConsumer.com Gives Visitors Insight Into the Personal Side of Consumer Complaints**

Online consumer complaints website, <http://www.PissedConsumer.com>, has implemented new user profiles to help companies and site visitors get a better feel for users' biases by viewing all of their past complaints on individual profile pages.

New York, NY (Vocus) September 21, 2009

U.S. consumer advocacy and customer complaints website, PissedConsumer.com, is making it easier for companies and users to evaluate the merits of customer service complaints. New user profiles enable users to see all complaints or reviews left by a member in the past. The new user profiles were launched to help companies determine if each complaint is legitimate or just a case of an unhappy customer posting continuous negative consumer reviews, while giving that same insight to other site visitors who can now better evaluate the credibility of people behind each review or complaint.

"The new user profiles are designed to add greater transparency to the consumer complaints process," says Joanna Simpson of PissedConsumer.com. "We understand that companies are monitoring their reputations and reviews online, and that they have to sort through actionable complaints and those that are simply repeated rants. By showcasing each user's consumer complaints history publicly, we're able to provide more balanced glimpses into consumer research for everyone involved."

The "consumer advocacy meets social networking" aspect of the new poster profiles brings a more personal approach to consumer complaints. Not only can site visitors see when a complaint was made, but also when the user was last online, how many complaints the user made, what company or companies that user reviewed, and even how many hits there were for each of the member's consumer complaints or reviews.

"Our new basic poster profiles are just the beginning," says Simpson. "We'll be adding new features to the user profile pages in coming months, assembling even more information in an easy to follow, single-page format. The idea is to put as much information at the fingertips of consumers and companies being reviewed as possible, and the poster profiles will basically serve as mini-hubs for that information moving forward."

#### **About PissedConsumer.com:**

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com, please visit [PissedConsumer.com](http://PissedConsumer.com) or contact Joanna Simpson at 262-674-6466.

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8/13/2014

PissedConsumer.com Sees Increase in Consumer Complaints in Slow Economy



### **PissedConsumer.com Sees Increase in Consumer Complaints in Slow Economy**

Online consumer complaints website, <http://www.PissedConsumer.com>, has witnessed a significant increase in traffic and consumer complaint submissions as consumers spend their money more cautiously amidst economic concerns.

New York, NY (Vocus) September 8, 2009

U.S. consumer advocacy and customer complaints website, PissedConsumer.com, has seen an increase in consumer complaint reports. In addition to more than doubling traffic to the consumer advocacy website between May and August of this year, PissedConsumer.com now receives over 7000 consumer complaints and comments each month.

"We've seen an increase in activity not only in the number of consumer complaints published, but also in general traffic," says Joanna Simpson of PissedConsumer.com. "People are visiting consumer advocacy websites to conduct more research before they do business with new companies. With the economy still awaiting recovery, people have less disposable income to part with and they're being more selective about what companies they frequent as customers. While it may stem in part from unpleasant economic situations right now, we believe it's a good thing. Consumers are actively trying to become more educated, they're more willing to share their customer service experiences, and companies have access to this feedback and an opportunity to use it to improve their customer service moving forward."

Traffic to PissedConsumer.com grew by over 180% comparing the weeks of May 17-24th and August 23-29th. More general traffic and usage patterns can be viewed through the site's Alexa rankings, available at <http://www.alex.com/siteinfo/pissedconsumer.com>.

"Gone are the days of reckless spending for some consumers," says Simpson. "They're turning back to the mindsets of previous generations, looking for quality products that will last for years rather than the cheapest temporary fix. Previously products had become almost disposable to many consumers. They would go into a purchase knowing they would likely replace the product in a few months to a few years. Many can't afford to do that anymore, and consumer complaints are helping them to make more informed buying decisions so they can get the most for their money."

#### **About PissedConsumer.com**

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8/13/2014

Savvy Shoppers Now Find Consumer Complaints More Easily at PissedConsumer.com



### Savvy Shoppers Now Find Consumer Complaints More Easily at PissedConsumer.com

Online consumer complaints website, <http://www.PissedConsumer.com>, improves design and features to make it easier for consumers to share and find consumer reports about retailers, service providers, and more.

New York, NY (Vocus) August 17, 2009

U.S. consumer advocacy and customer complaints website, <http://www.PissedConsumer.com>, completed several site enhancements to help visitors research and leave consumer reports faster through a more straightforward Web2.0 interface. Improved search and category-based icons work together to simplify each user's access to consumer information whether they're interested in a specific company or type of complaint (such as for professional services or retail stores).

"An uninformed consumer is much more likely to become an unhappy consumer," says Joanna Simpson of PissedConsumer.com. "Our redesign emphasizes ease of access to put more information in the hands of the buying public. Our new listing icons make it easy for a visitor to quickly scan the listings for consumer complaints and reviews they might actually be interested in, especially when they don't have a particular company in mind. When they do want to research a specific business, our Google custom search results help them find the most relevant reviews quickly."

Another benefit of the new PissedConsumer.com design is increased transparency. Usernames and the date and time of posts are now viewable on the front-end of the site, giving visitors more insight into the consumer complaints. "Sometimes complaints have to be taken into context," says Simpson. "An old complaint may not carry as much weight with someone as a string of very recent complaints, and that information is now available to help our visitors make better decisions. This is especially important when visitors are using the improved search feature on the site, because the most relevant result to their search term may not necessarily be the most recent. Now they'll know. We also expect it will help companies better respond to complaints since recent complaints may be easier for them to research and address than reports from several months ago."

PissedConsumer.com gives users more than a place to vent their frustrations with businesses. They can also share positive customer service stories for companies they want to recommend, and they can discuss consumer advocacy information in the forums. The site also features a list of government resources and consumer tips, helping visitors make better buying decisions based on consumer reports.

#### About PissedConsumer.com

PissedConsumer.com is a premier consumer advocacy group, featuring consumer reviews and complaints in a social networking environment. The company uses online tools to publicize reviews and complaints filed by consumers on the Internet. In addition, the site offers a set of free tools necessary to bring the dispute to a fast and successful resolution, including a consumer complaint letter generator and collection of consumer tips and advice in the site's consumer advocacy section.

For more information about PissedConsumer.com, please visit <http://www.PissedConsumer.com> or contact Joanna Simpson at 646-383-3404.

###

#### Contact Information

Joanna Clark Simpson  
Opinion Corp  
<http://www.pissedconsumer.com>  
646-383-3404

**EXHIBIT C**  
**PISSED COMPLAINT FORM**

8/13/2014

File Complaint Online @ Pissed Consumer.png

Pissed Complaints Companies For Business [Submit Complaint](#)



[Login](#) [Signup](#)

## Submit Complaint

What Happened \*

0 Completeness %

Details

[View My Original Review](#)

Add Images or PDFs Record Voice for Feedback Upload Video for Feedback

Company \*

Category \*

Location

Product or Service

Value of Your Loss, \$

Tags

I am pissed  I am neutral  I am pleased

Make my review premium (\$5.99/month)

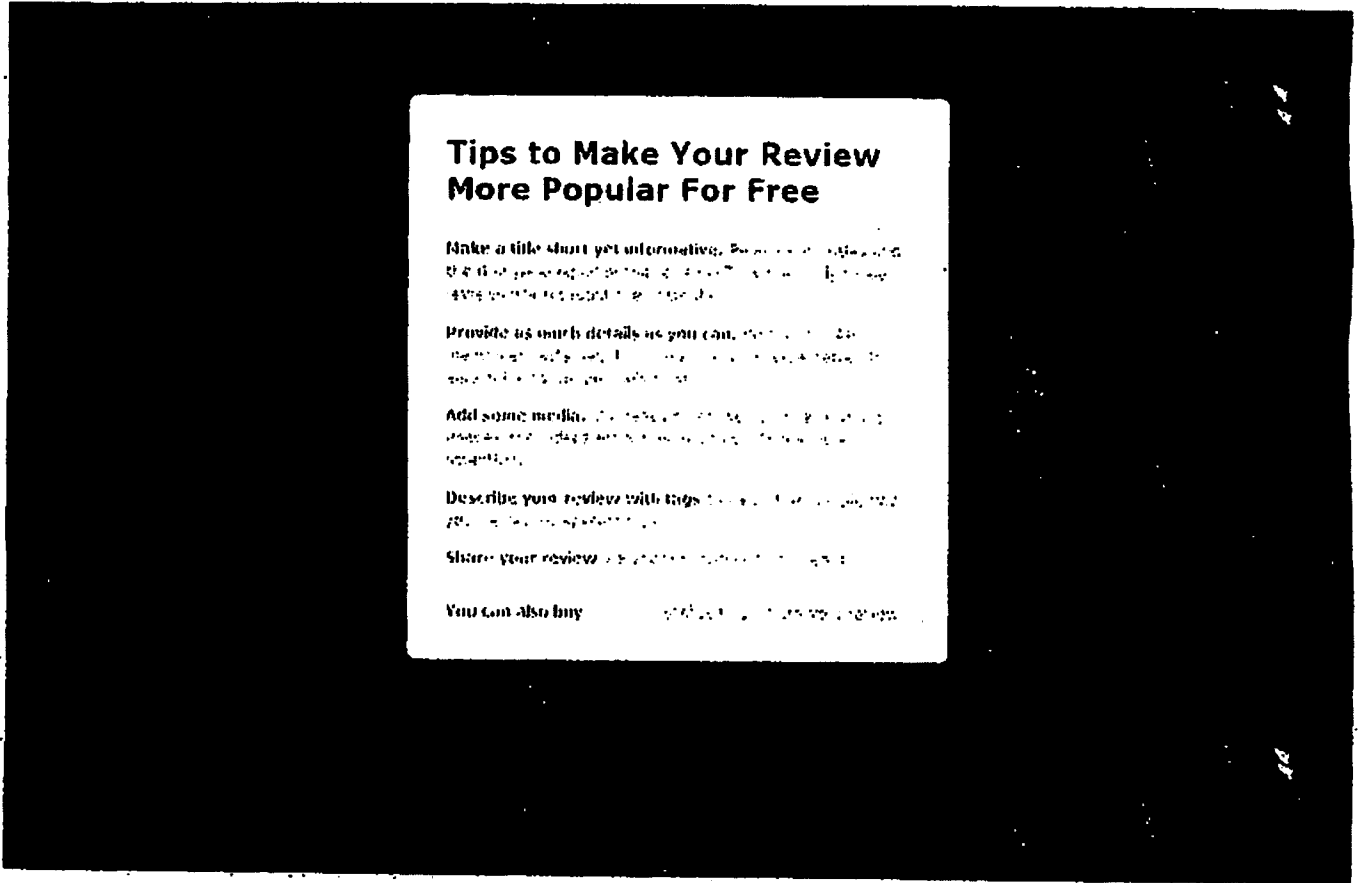
I have read and agree to the Pissed Consumer Terms of Service \*

I want to be contacted by company

[Submit Complaint](#)

8/13/2014

File Complaint Online @ Pissed Consumer.png



Product or Service

Value of Your Loss, \$

Tags

I am pissed  I am neutral  I am pleased

Make my review premium (\$5.99/month)

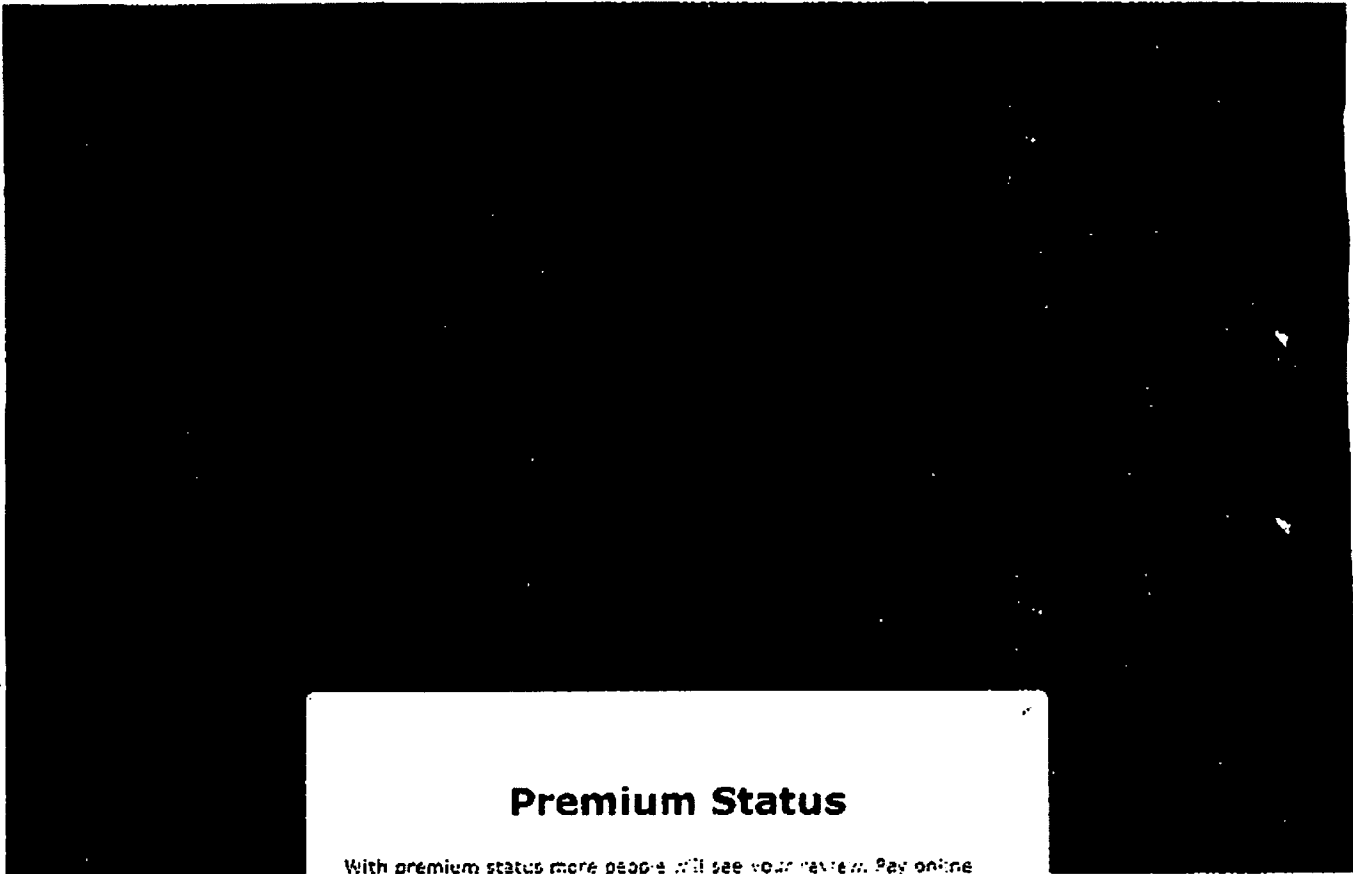
I have read and agree to the Pissed Consumer Terms of Service

I want to be contacted by company

**Submit Complaint**

8/13/2014

File Complaint Online @ Pissed Consumer.png



### Premium Status

With premium status more people will see your review. Pay online with your PayPal, balance, bank account, or credit card.

Premium reviews stand out by the "Premium" label.

Value of Your Loss, \$

Tags

I am pissed I am new

Make my review premium

I have read and agree

I want to be contacted

Example:

#### Title - what happened in a few words

It is a fairly established fact that a review is not just a review of the readable content of a copy sent from your computer. The main reason for this is that it has a more or less random distribution of words. This is why you can find many "junk" content here, instead of just the original English. This is why you should be careful and not give out too much information. You should also have a look and a search for "junk" items. It is also very important to have a look at the various versions that have evolved over the years, especially in accident, sometimes of purpose. Selected number and the "junk" items.

Submit Complaint

**EXHIBIT D**  
**PISSED TERMS & CONDITIONS**

8/13/2014

www.pissedconsumer.com/tos.txt

1. Pissed Consumer Terms & Conditions

To use this service, you must be at least 14 years old.

www.PissedConsumer.com ("PC") is an online forum created to help keep consumers informed. PC is located at:

Pissed Consumer  
Media Relations  
500 Westover Dr #1942  
Sanford, NC 27330  
United States

This is a legal agreement ("Agreement") between you and PissedConsumer.com. Please read the Agreement carefully before submitting any information.

You are solely responsible for the content or information you publish or display (hereinafter, "post") on PC. By submitting the post, you agree to be bound by the terms and conditions of this Agreement (the "Terms"). If you do not agree to the Terms, you are not permitted to use PC.

The Terms are subject to change by PissedConsumer.com, at any time, without notice, effective upon posting of a link to same on our website. Persons who are under 14 years old may not submit posts or register on PC. By submitting a post, you represent and warrant that you are at least 14 years old.

PC reserves the right to immediately suspend or terminate your registration with PC and remove your posts, without notice, upon any breach of this Agreement by you which is brought to PC attention.

Your registration with PC is for your sole, personal use. You may not authorize others to use your user identification and password, and you may not assign or otherwise transfer your account to any other person or entity.

2. Online Conduct

You agree that:

You will NOT post on PC any defamatory, inaccurate, abusive, obscene, profane, offensive, threatening, harassing, racially offensive, spam, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will use PC in a manner consistent with any and all applicable laws and regulations. By posting information on PC, you warrant and represent that the information is truthful and accurate.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights and except as otherwise permitted by law.

3. Indemnity

You will defend, indemnify, and hold harmless PC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of PC, including, but not limited to, any breach by you of the terms of this Agreement



8/13/2014

www.pissedconsumer.com/tos.txt

#### 4. Online Content

Opinions, advice, statements, offers, or other information or content made available through PC are those of their respective authors and not of PC, and should not necessarily be relied upon. Such authors are solely responsible for the accuracy of such content. PC does not guarantee the accuracy, completeness, or usefulness of any information on PC and neither adopts nor endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made. Under no circumstances will PC be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on PC.

#### 5. Removal of Information

By posting information on PC, you understand and agree that the material will not be removed even at your request. You shall remain solely responsible for the content of your postings on PC.

While we do not and cannot review every message posted by users of the Service, and are not responsible for any content of these messages, we reserve the right, but are not obligated, to delete or remove profanity, obscenities, threats of physical violence or damage to property, and private financial information such as social security numbers and credit card information.

#### 6. Proprietary Rights/Grant of Exclusive Rights

By posting information or content to any public area of [www.PissedConsumer.com](http://www.PissedConsumer.com), you automatically grant, and you represent and warrant that you have the right to grant, to PC an irrevocable, perpetual, fully-paid, worldwide exclusive license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You also expressly authorize PC to share any posted information with third parties at PC's own discretion.

#### 7. Information Supplied by You

Except as provided otherwise in its privacy policy, PC will keep confidential all information supplied by you to PC, and shall use or disclose such information only for the purposes for which such information was collected, or as required by law.

#### 8. Disclaimer of Warranty

PC provides PC on an "as is" basis and grants no warranties of any kind, express, implied, statutory, in connection with PC or in connection with any communication with PC or its representatives, or otherwise with respect to PC. PC specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. PC does not warrant that PC's connection to the internet will be secure, uninterrupted, always available, or error-free, or will meet your requirements, or that any defects in PC will be corrected.

#### 9. Limitation of Liability

In no event will PC be liable: (i) to you for any incidental, consequential, or indirect damages arising out of the use of or inability to use PC, even if PC or its agents or representatives know or have been advised of the possibility of such damages or: (ii) to any person other than you. In addition, PC disclaims all liability, regardless of the form of action, for the acts or omissions of other members or users (including, but not limited to, unauthorized users, or "hackers") of PC.

#### 10. State by State Variations

Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of

8/13/2014

[www.pissedconsumer.com/tos.txt](http://www.pissedconsumer.com/tos.txt)

liability may not apply to you.

#### 11. General Provisions

You agree that New York law (regardless of conflicts of law principles) shall govern this Agreement, that any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the federal and state courts in the State of New York, and that you submit to the exclusive jurisdiction of the federal and state courts in the State of New York in connection with PC or this Agreement. This Agreement, accepted upon registering for PC or submitting a post, contains the entire agreement between you and PC regarding the use of PC. This Agreement may only be amended upon notice by PC to you, or by a writing signed by you and an authorized official of PC. Unless otherwise explicitly stated, the Terms will survive termination of your registration with PC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

#### 12. Copyright Policy/Termination of User Privileges for Infringement and Contact Information for Suspected Copyright Infringement/DMCA Notices

We will terminate the privileges of any user who uses PC to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, users who submit user content to PC, whether articles, images, stories, software or other copyrightable material must ensure that the content they upload does not infringe the copyrights of third parties.

If you believe that your copyright has been infringed through the use of PC, please contact our Customer Service department at:  
support@PissedConsumer.com or mail at:

Pissed Consumer  
Media Relations  
500 Westover Dr #1942  
Sanford, NC 27330  
United States

#### 13. ACCESS TO THE SERVICE

Pissed Consumer grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by PissedConsumer. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in review/complaints listings, reputation management, search optimization or social media monitoring.

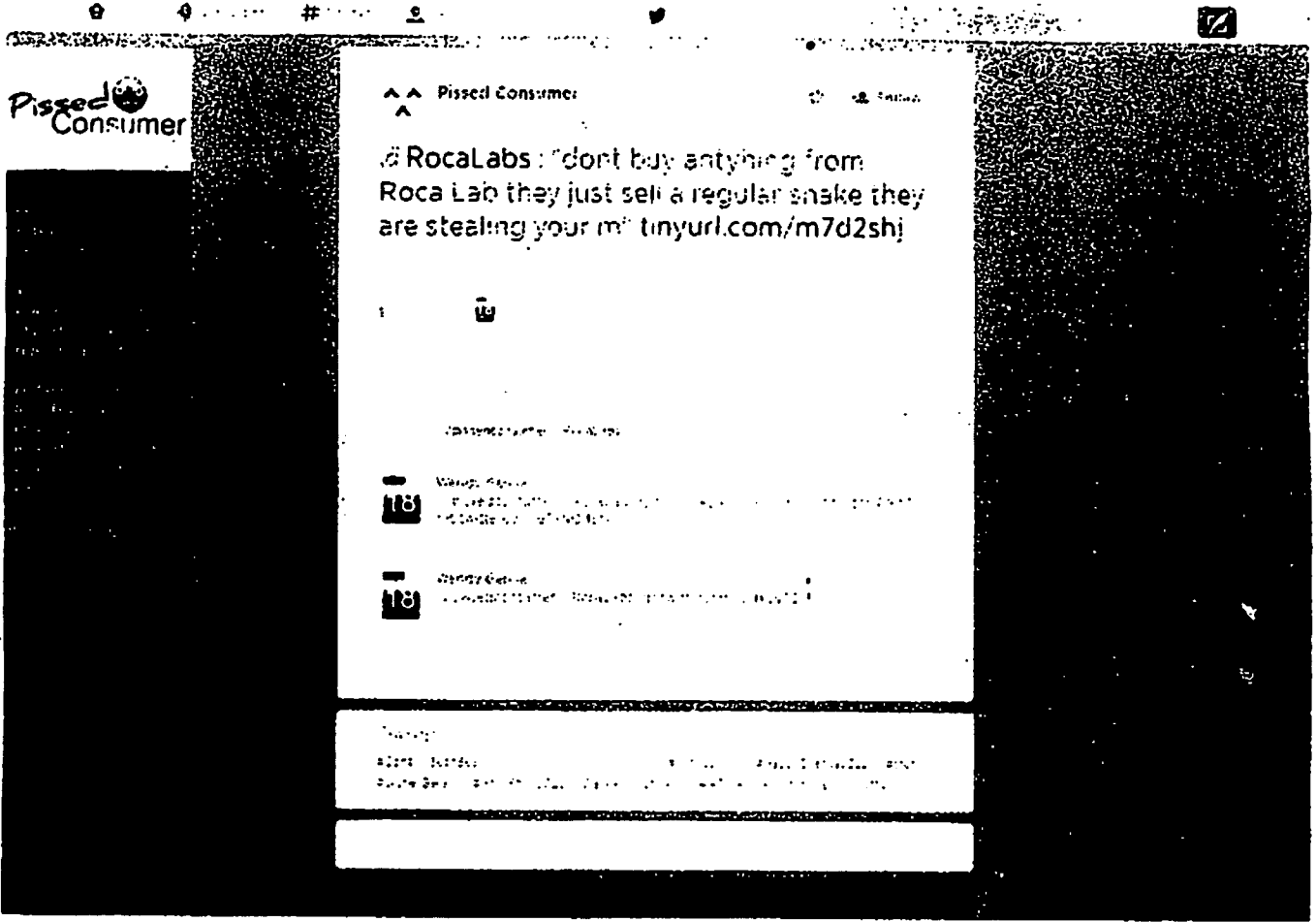
Use of the Service beyond the scope of authorized access granted to you by Pissed Consumer immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from Pissed Consumer.

**EXHIBIT E**  
**PISSED TWEETS**

---

8/13/2014

Twitter / pissedconsumer: @RocaLabs : \*dont.png



#13/2014

Twitter / pissedconsumer: @RocaLabs : "dont buy antyhing ...



 **Pissed Consumer**  
@pissedconsumer

 Follow

@RocaLabs : "dont buy antyhing from Roca Lab they just sell a regular shake they are stealing your m" [tinyurl.com/m7d2shj](http://tinyurl.com/m7d2shj)

 Reply  Retweet  Favorite  More

RETWEET

1



5:15 PM - 14 Feb 2014

Reply to @pissedconsumer @RocaLabs



Wendy Garcia @IntoRainbowz · Apr 7

.@pissedconsumer @RocaLabs is now threatening people who post. Part 1 [pic.twitter.com/67VNQrISsv](http://pic.twitter.com/67VNQrISsv)

Details

 Reply  Retweet  Favorite  More




Wendy Garcia @IntoRainbowz · Apr 7

.@pissedconsumer @RocaLabs [pic.twitter.com/6LIYbySZr5](http://pic.twitter.com/6LIYbySZr5)

Details

 Reply  Retweet  Favorite  More



#DontKillSeanBean  Promoted by LegendsTNT #virtuosowk #HowIFoundO2L #ttot  
#LaurenBacall #HappyBirthdayO2L National Left-Hander's Day Ctfu Robin Williams  
Simone Camilli

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8/13/2014

Twitter /pissedconsumer: Doesn't work!!!.png

Pissed Consumer

Doesn't work!!! I can't believe I really thought this would work! Save your money. This is the biggest gmm... tinyurl.com/np8oucj

advice: ...

5/13/2014

Twitter / pissedconsumer: Doesn't work!!!: I can't believe ...



**Pissed Consumer**  
@pissedconsumer

Follow

Doesn't work!!!: I can't believe I really  
thought this would work! Save your money.  
This is the biggest gimm...  
[tinyurl.com/np8bucj](http://tinyurl.com/np8bucj)

Reply Retweet Favorite More

9:06 AM - 27 May 2013

Reply to @pissedconsumer

#DontKillSeanBean Promoted by LegendsTNT #virtuosowk #HappyBirthdayO2L #ttot  
#LaurenBacall #HowIFoundO2L Ciara and Future FaceTime Robin Williams Ctfu

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8/13/2014

Twitter / pissedconsumer: OTHER - WILL NOT.png

Pissed Consumer

^^ Pissed Consumer

OTHER - WILL NOT PROCESS PROMISED REFUND: LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND. CANCELED . tinyurl.com/74gww4g

APPENDIX  
THE  
ADD: DAY 5:11  
2014 08 13 10:00:00  
1



8/13/2014

Twitter /pissedconsumer: OTHER - WILL NOT PROCESS PROMISED ...



**^^ Pissed Consumer**  
^ @pissedconsumer

+ Follow

OTHER - WILL NOT PROCESS PROMISED  
REFUND: LIED TO BY CUSTOMER SERVICE  
AGENTS REGARDING PROMISED REFUND.  
CANCELED... [tinyurl.com/74gww4g](http://tinyurl.com/74gww4g)

↩ Reply ↻ Retweet ★ Favorite ... More

4:37 PM - 15 Jun 2012

Reply to @pissedconsumer

#DontKillSeanBean Promoted by LegendsTNT National Left-Hander's Day #virtuosowk  
#ttot #LaurenBacall #HowIFoundO2L #WWAPhilly Ctfu Robin Williams Simone  
Camilli

© 2014 Twitter About Help Ads info

8/13/2014

Twitter / Search - pissedconsumer roca



Everything

Save

Top: All

**Pissed Consumer** @pissedconsumer · Feb 14  
 @RocaLabs: "dont buy anything from Roca Lab they just sell a regular shake they are stealing your m" [tinyurl.com/m7d2shj](http://tinyurl.com/m7d2shj)  
 Expand

**Joanna** @consumer\_press · Jan 20  
 Roca Labs - Lost only 60 lbs. they promised 100 lbs+. If my name is Jennifer and I would like to sha [j.mp/1e6nLwU](http://j.mp/1e6nLwU)  
 Expand

All people

**Pissed Consumer** @pissedconsumer · 27 May 2013  
 Doesn't work!!! I can't believe I really thought this would work! Save your money. This is the biggest gim... [tinyurl.com/np8bucj](http://tinyurl.com/np8bucj)  
 Expand

Everywhere

**Joanna** @consumer\_press · 5 Nov 2012  
 Roca Labs deceptive and Unethical comments - Written by: > PERCEPTION IS IN THE EYES OF THE CONSUMER ! show comment [tinyurl.com/bg8dbku](http://tinyurl.com/bg8dbku)  
 Expand

Change

- #DontKillSeanBean
- ... Promoted by LegenosTM?
- National Left-Hander's Day
- #virtuosovk
- #tlo:
- #LaurenBacall
- #HowIFoundO2L
- #WWA Philly
- Cifu
- Robin Williams
- Simone Camil

**Pissed Consumer** @pissedconsumer · 25 Oct 2012  
 OTHER - double charged me: My US bank card would not work on the web sight. The sight would come up. "Can not di... [tinyurl.com/8shw7is](http://tinyurl.com/8shw7is)  
 Expand

**Joanna** @consumer\_press · 7 Jul 2012  
 WILL NOT PROCESS PROMISED REFUND comments - Written by ConanWPB: ConanWPB > ... show comment [tinyurl.com/74gww4g](http://tinyurl.com/74gww4g)  
 Expand

Refresh · View all

- WIFI Family** @WiFiFamily
- Ken Kaminesky** @KenKamine Followed by Gabriel Morns an
- Everyday Mindfulness** @mund

Popular accounts · Find friends

**Pissed Consumer** @pissedconsumer · 15 Jun 2012  
 OTHER - WILL NOT PROCESS PROMISED REFUND: LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND. CANCELED... [tinyurl.com/74gww4g](http://tinyurl.com/74gww4g)  
 Expand

**Joanna** @consumer\_press · 4 Jun 2012  
 Roca Labs Gastric bypass comments - Written by Kadeek: Kadeek > ... show comment [tinyurl.com/77rd13v8](http://tinyurl.com/77rd13v8)  
 Expand

**Joanna** @consumer\_press · 10 Mar 2012  
 ROCA LABS comments - Written by Tish: Tish > ... show comment [tinyurl.com/85mfjo](http://tinyurl.com/85mfjo)  
 Expand

**Pissed Consumer** @pissedconsumer · 9 Mar 2012  
 OTHER - ROCA LABS: I purchased a weight loss supplement from Roca Labs and it did not work for me. I would conta... [tinyurl.com/85mfjo](http://tinyurl.com/85mfjo)  
 Expand

© 2014 Twitter. About · Help · Terms · Privacy  
 Cookies · Ads info · Brand · Blog · Status  
 And more · Advertise · Businesses · Media  
 Developers



**EXHIBIT F**  
**PISSED POSTINGS/CONTENT**



## Roca Labs - Review from Calgary, Alberta

3 of 32 Roca Labs Reviews

411 5 9 Calgary, Alberta 2 Weight Loss Programs 2 Overpriced Product

10/15/14 review #490848 by anonymous **Disappointed**

This product sucks. It's expensive, horrible to drink & doesn't do nothing.

Let alone the horrible customer care you get from the staff  
76a19c7

Decks & Home Remodeling

precisionremodeling.ca  
Free design consultation. I  
Accredited Business

- a. This business is a total fraud. BEWARE! (See Review #490848 by anonymous).



## Roca Labs - Boy am I glad I did not purchase this product!

6 of 32 Roca Labs Reviews

939 3 2 Drug Stores and Drugs 2 Multivitamin Program

May 27 review #490848 by anonymous **Disappointed**

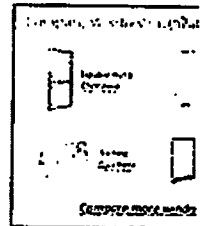
Roca Labs seems to be a serious scam. I went on the site to speak to a "representative" and the so called Carol took over 3 minutes to respond.

She actually told me to wait until she "gathered the appropriate information" for me. If you are going to be employed by a company, especially a health involved company, you ought to know the product super well. Anyways I proceed with the application, but I did not input my credit card information. I emailed support about another question I had and the representative replied promptly.

However, when I replied to the representative that I did not want to purchase the product anymore, I did not get a response. Evidently, this business is a total fraud.

**BEWARE!**

74b474d



Reviews from Hickin New York

Instant Checkmate - scam



# Roca Labs - Got scammed and sick from this JUNK

11 of 32 Roca Labs Reviews

994 7 Johnson City, New York Weight Loss Programs Weight Loss Products

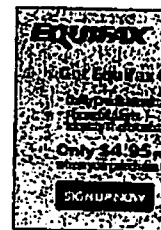
Product made me ill enough to seek medical attention after following all directions to the letter. They will not cancel my last payment NEXT month and threatened me with a lawsuit.

### SURPRISE!

They are not the only ones with experienced lawyers. Anyone wanting to start a class-action against them over the business practices?

The product tastes bad and does not dissolve well, their customer service dept is a bunch of scammers and crooks trying to prey on overweight people that are desperate to lose weight and their policies are written the way that they are because THEY KNOW IT!

Do NOT give these people your credit card number... You will only end up regretting it! 7465450.



Reviews from Johnson City, New York

### Concerned Reviewer May 23

Although I have not tried the product for myself, I was intrigued about it after I saw the Youtube ad for the product. The first thing I always check for is if there is a scam involving a particular product. When I did a Google search for the product to see the review, I got extremely suspicious when I had a hard time finding a negative review. At first I had thought that perhaps they were using certain techniques to push negative reviews off the first search results page. So I checked a few more results pages and no negative reviews in sight. That was very suspicious to me. There should have been at least one negative review. Then I saw Roca Labs terms of use of its' product and it's bloody insidious. If you use the product, according to the mandatory contract that you have to sign you can't post a negative review at all or they will either charge you a higher price or sue you for "slander and defamation." Let me repeat that again THEY WILL SUE YOU FOR A NEGATIVE REVIEW. You know what that is? Censorship. CENSORSHIP UNDER DURESS. And that's just bloody wrong. You put a product out on the market you have to expect that not everyone is going to like your product and it is within their right as a consumer to be able to talk about it. That's why we have rating systems on Amazon. That's why we have things like Metacritic and Rotten Tomatoes. These things are in place to inform the consumer. If you're going to buy in to a product or service, a negative review gives you an... Show more

7 2 Reply

### Anonymous Concerned Reviewer May 23 Chicago, Illinois

THANK YOU!!! I am running away from this scam!

4 1 Reply

**concerned** May 03 9:40am, Iowa

EVERYONE remotely interested in this product, please read the company's Terms and Conditions first!!! Many fees involved such as: total cost of product \$1,500, unpaid bill/collection fees of \$3,200 and defamation/slander on web fee of \$100,000!!!!!!!

Mini Gastric Bypass Alternative

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE AGREEMENT BEFORE MAKING A PURCHASE AND AGAIN PRIOR TO USING THE FORMULA/SUPPORT. PLACING AN ORDER INDICATES THE UNCONDITIONAL ACCEPTANCE OF THE AGREEMENT BY YOU AND ANY ASSIGNS. DO NOT PURCHASE THE FORMULA IF YOU DO NOT AGREE TO BE BOUND BY THE ENTIRE AGREEMENT.

You agree that the use of The Website is at your sole risk. Neither The Website, nor any of The Company's officers, directors, employees, agents, third party content providers, merchants, sponsors, licensors, contractors or affiliates warrants that The Website will be error-free or uninterrupted. The Company also DOES NOT guarantee any result or outcome resulting from the use of this Website, The Formula or The Support.

The Company cannot guarantee results because your success depends on your usage of The Formula according to instructions and your successful adaptation to new eating habits. You agree that, because The Company makes NO guarantees regarding results, and because of The Company's clear No Return/No Refund policy (see below), you have NO right to dispute payment for the Formula/Support. You agree that disputing any payment causes damage to The Company and gives... [Show more](#)

4 1 Reply

**Anonymous** concerned May 17 9:50am, Washington

HOLY \*\*\*\*.....It is obvious that the company knows the product is a scam or they wouldn't have such terms and conditions!!!  
THANK YOU FOR HEADS UP!!!

5 1 Reply

**Anonymous** 15 hours ago

THESE PPL ARE SCAMMERS THIS PRODUCT IS  
\*\*\*\*!!!..TAKEING ADVANTAGE OF OVER WEIGHT LOW SELF  
ASTEEM PPL LIKE THAT YOU SHOULD BE ASHAMED OF  
YOURSELVES!!!!!!!!!!!!!!!!!!!!!!!

0 0 Reply



## Roca Labs - Run don't walk away from this one! Scam!!



8 of 32 Roca Labs Reviews

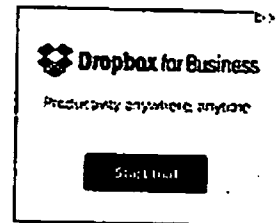
1570 3 \$750  
VIEW REVIEWS PRICE  
Montgomery, Alabama Weight Loss Programs Four Month Supply

May 28 Review #427113 by Anonymous

I was just checking to see if a class action suit had started yet so I could apply to join it. I ordered it for 750.00 and I got a four month supply.

It was about 2 pounds..didn't last 2 months...product didn't mix well. It was like concrete, had to dilute it into regular protein powder to make it drinkable. Turns out natures way RESET protein powder has the same ingredients. like beta glucan...for \$20.00.

For heavens sake don't make the same mistake I did. Just buy the reset and save \$730.00!  
Sincerely, Ed J.



Anonymous · Join · Jul 27 · Metuchen, New Jersey

Bad product so much better alternative such as the ballon pill

0 1 Reply



## Roca Labs - REFUND

13 of 32 Roca Labs Reviews

1088 2  
VIEW REVIEWS PRICE  
Port Myers, Florida Health and Beauty Refund

Apr 13 Review #423587 by Anonymous

In February 2014, I was approved to receive the formula however my credit card was declined and that was GOOD because I had been advised by my doctor not to proceed with this harsh formula. I tried repeatedly to inform them.

I called Roca many times with no returned calls. Today over two months later, they have billed my credit card and of course I CANNOT reach anyone. This company is full of lies and deceit. Once they approve you and feel like they have you hooked, you are then unable to reach them.

It is totally impossible to reach someone. They hide behind a computer screen.  
74b5533

do dah · Apr 30 · ML Laurel, New Jersey

I ordered it as I was desperate to lose weight and did not read other reviews. Mine came with no instructions, I called customer service repeatedly and they do not return calls, a year later, after much gastric distress, I have not lost weight

2 0 Reply



## Roca Labs - You will never get a representative to discuss a refund. These people are crooks.

15 of 32 Roca Labs Reviews

670 3 Mount Holly, New Jersey Security Centers and Spes Product Refund

Mar 22 2014 4:48 AM by [redacted] @ [redacted]

I ordered this product in good faith. My medical doctor looked at this product and said absolutely do not use because of my personal issues.

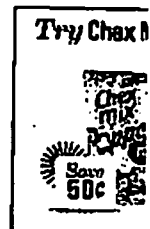
I called the salesperson three times and three times she told me to explain the situation through the contact on the net site. Well, no one has ever tried to contact me. I sent the package back two times and twice it came back with no address found. This cost me twenty seven dollars.

They billed my charge almost six hundred dollars for the special that was only to be four hundred. These people don't care and they need to be sued. DO NOT TRUST THESE PEOPLE. They are,

Crooks. The sample they sent me to try in the package was gritty and did not dissolve.

The only contact from this company is a check of reimbursement. Other than that, a class action lawsuit would be just fine.

7c8916a



Roca Labs Re  
ROCA LABS OCEI  
Roca Labs - Secur  
unreliable when  
problem  
Roca Labs - Rovic

- b. Roca Labs - Don't buy anything from Roca Lab they just sell a regular shake they are stealing your money (See Review #475672 by anonymous).
- c. I have a friend working in the warehouse of this product, he told me that is unsanitary they don't use gloves and hair nets to assemble the packages which comes with containers and spoons, and the product is a fraud doesn't work! (See Review #475672 by anonymous).



# Roca Labs - dont buy antyhing from Roca Lab they just sell a regular shake they are stealing your money

18 of 32 Roca Labs Reviews

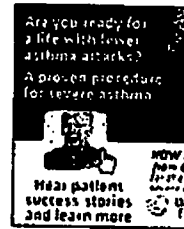
947 5 Palm Bay, Florida Weight Loss Programs Unsantary Conditions

1st 24 2013 #73873 4/23/2013

I have a friend working in the warehouse of this product, he told me that is unsantary they dont use gloves and hair nets to assemble the packages wich comes with containers and spoons, and the product is a fraud doesnt work! My friends and I tried and didnt work for any of us! And is not clean be save and eat healthy dont buy it!

This product taste horrible, its very expensive, comes in a small bag because they want you to buy more of this powder!

The containers are cheap and I found a hair in mine!  
740s4s3



# Roca Labs is a SCAM

25 of 32 Roca Labs Reviews

2502 13 \$173 Weight Loss Programs Financial Issues

21/24 2013 2013 #742733 4/23/2013

I filed a complaint with the BBB of West Florida about the way Roca Labs handles their customers. And they talk highly of their dr. DrRoss B. Finesmith...Guy's I did some research and I went all the way back to 2005. I saved everything possible about this great and mighty DR.Ross Finesmith MD. Roca Labs will only tell you alltde about his achviments from 2012 forward to present. Well anyway he's been ordered not to practice medicine in any state and not to be around any children. HINT,HINT...oh and I have facts to back this.

I've had problems with Roca Labs from the start. On 7/4/13 I was looking at a weight less program and I ran across Roca Labs. I read everything and asked the question, Does this contain Green Tea? Their reply was no but they told me to re-read and watch the video again. I should have seen this as a red flag. So I ordered the product. On 7/5/13 I was approved by this Dr.Ross B. Finesmith MD. I decided that I did not want the product and called their number only to get a voice mailbox. I left a message saying that I wanted to cancel. I got no response. I called within those 24 hours. On 7/6/13 I recieved an email saying that they just deducted \$173.00 from my account. Roca Labs are stating that they did not recieve that voicemail till 7/15/13. I did not call them on the 15th of July. I called them on th 5th of July with no response. They told the BBB that all my statements were false. here's another red flag going up. Roca Labs covers alot of stuff up even their DeThey won't go back past 2012 that's where it get's dirty about their famous Dr.Ross B.Finesmith MD. I would share that with you all but I'm not going to at this time. But you can go to www.healthgrade.com and pull up his name and it's no where on the list. If fact one of those pdPs i've saved said that he is no longer in practice and/or has retired. It's better if you just google Dr.Ross Finesmith and gc though the list. That's where I found out about Finesmith past that started in NJ,NY. I do healthgrade checks on every doctor in any state and if I don't find the Dr. it's either ha/she can no longer practice medicine, he/she has retired, or he/she is no longer in practice. But i'll get the facts just by doing alltde searching.

740s730

# Roca Labs - Product and Company are PURE SCAM

26 of 32 Roca Labs Reviews

1971 4 5817 East Orange, New Jersey Hospitals, Clinics and Medical Centers, Doctors Roca Labs

May 31, 2013 Review #413138 Archived 05/31/13

Update added by user Jun 17, 2013

Please note this post is requested to be taken down by Roca Labs. For additional information, please reach out to them directly.

Original review posted by user May 31, 2013

I was just approved and sent the products. First off the credit card was declined and when my payment was finally processed, Roca Labs charged me twice so now I have over \$800 in fees for a scam.

I received the product last Sunday and started it. Within hours, I was vomiting, had bad stomach cramps, nausea, light-headedness and my body was shaky. I had gastric bypass in the past so I wasn't sure if this was a side effect and when the supposed "medical team" got back to me via email (since they are never available to speak on the phone), they told me there was NO way that their product did that to me. I waited 2 days and ate normal foods, less sugar and less fat and felt fine.

Tried the product again the 3rd day and was failure again. The company has refused to get back to me and said if I cancel payment, they would sue me for \$3200 plus court fees in Florida. The formula is disgusting. It doesn't dissolve so you're eating chunks of nastiness and it does not do what it should do.

You have a better chance of feeling full if you swallowed a glass of liquid cement and let it harden in your stomach. Do not waste your time, energy or money on them.

Do yourself a favor and see a nutritionist for weight loss. They are real and will actually help you.  
746d239



Reviews from East Orange, New Jersey

Roca Labs - Product and Company are PURE SCAM

Marie Vinton in West Orange, New Jersey

June 2013 - 13,000,000 HEATSEALING MS RACHEL WILLIAMS

Michael Green Management - michael green

Star Career Academy and the Academy are fraudulent.

More >



## Roca Labs - Becomes completely unr when there's a problem

1 of 32 Roca Labs Reviews

517 3 5480  Weight Loss Programs  Weight Loss Forum

7465821 review #310225 by user #12345

I had an unfortunate interaction with Roca Labs. Their advertisement on YouTube convinced a child in my family to order their product without permission, using my credit card. I found out about 45 minutes later, and proceeded to spend all day trying to reach them. They made it absolutely impossible for anyone to be reached who could help cancel the order.

Live chat connects you to people who cannot help at all, and just give you the phone number and email address. The phone number dumps you to a message, promising a call back in a few hours. You'll never get a call back. Email doesn't seem elicit any response or acknowledgement that they've received anything.

The one thing that trying to cancel the order did do was get them to accelerate the order from the "received" to the "approved" state, after which their web site says they won't cancel it. I was told by someone in live chat that it takes at least a day to be "approved". But within 45 minutes of telling them that the order wasn't authorized, they managed to get this order into this non-cancellable "approved" state - presumably to put themselves in a stronger position to fight against cancelling it.

I'm going to have to report this as a fraudulent charge to the credit card company, because despite trying to reach Roca Labs within 45 minutes of the incident, they made themselves impossible to reach so that they could try to take the money anyway.

7465821



## Roca Labs - Review about Negative Experience from Los Angeles, California

4 of 32 Roca Labs Reviews

195 1  Los Angeles, California  Weight Loss Programs  Negative Experience

7465821 review #324722 by user #12345

The product made me very sick  
7465820



Una 1/2/14  
Roca Labs is a scam, do not buy the product, they overcharge you for B Glucan which you can buy the exact same product on Amazon for a fraction of the cost more like \$50 for same quantity. Roca Labs charges about \$500 - \$800. Then be prepared to fight if you buy it and want a refund even if they haven't shipped the product. That is where they grab you.

0 0 1/2/14



# Roca Labs - Bowel Obstruction from ROC formula

7 of 32 Roca Labs Reviews

1372 10 Drug Stores and Drugs Roca Labs

Filter by: **Anonymous** | **May 30**

**RUN AWAY FROM ROCA LABS AND BE AWARE OF THE POSSIBLE MEDICAL PROBLEMS THAT MAY OCCUR WITH CONSUMPTION OF THEIR FORMULA.** The harsh formula doesn't digest and may cause bowel obstruction, which can result in death or a permanent colostomy!!!!

This company is selling a formula that is completely harmful to your body and they don't care...they only want your money!! Part of the ordering process makes consumers check the box that they agree to terms of "held harmless" which means if you get sick or harmed from the product, the company isn't held accountable.

Please care about your health and body and don't consume the "special formula" from this company. At least talk to your physician about this product prior to ordering and consuming it for your own well being!  
74-7554



Roca  
ROC  
Roca  
LABS

**Anonymous** *May 30*

This happened to a family member of mine and we are currently in litigation. Just ALWAYS check with your physician on this product prior to consuming!

0 0 Reply

**Anonymous** *Anonymous May 31*

Regarding Roca Labs and Bowel Obstruction post above: Since there is no way of deleting or editing a post, this is the only way to edit it. First, THIS WAS NOT ME, but a relative that took the formula without consulting a physician and couldn't digest the product at all and had severe GI pain, which was determined to be a bowel obstruction. The physician immediately determined that the formula was too harsh!!! After much medical treatment, tests and procedures, the bowel obstruction is now thought to be from many factors such as taking the formula without a doctor's approval, not having proper fluid intake, underlying digestive diseases and past abdominal surgery complications (which legal representation is addressing). I don't know if there is a medical questionnaire when ordering the product but PLEASE answer those questions honestly and consult with a physician before ordering and taking this and all products!!!!!!

**karmasabitch** RE Roca Labs Feb 25 8:42PM 5/17/14

I've been trying to lose weight with your product and ive even cut down my portion size and still haven't lost any weight and its been since February of this year  Add comment



## Roca Labs - Not Totally Honest

14 of 32 Roca Labs Reviews

778 REVIEWS 8 COMMENTS 5518 LIKES  Weight Loss Programs  Weight Loss Pills

Feb 25 REVIEW #451298 BY **karmasabitch**

I believe that this is a scam.I was not given all the information I needed.

I was not told that this product would cause vomiting, which is what I do every time I try to use it. I was told that it is all in the way the stuff feels while eating it. It's all in the mind. I even tried smoothies and it got to rubbery before I could even drink it. I spent over \$500 for nothing.

They deserve a bad review. So this \*\*\* is on the shelf in the closet. Consumers beware. not what it says. Terrible, rip off scam....This is jut my opinion Not a happy person.

Nothing I can do and that is a shame.

I may contact an attorney, BBB, attorney general, we'll see.DON'T BUY THIS  
74d02af

Read the same review  Add comment

Report

**karmasabitch** RE Legal Dept May 24

I'm so glad I read these comments there is no way I'll ever buy this stuff, theres a reason y the better business bureau gave u a f on the ratings. Scammers written all over it!

5 0 - Reply

**dreamer** Apr 04 Billings, Montana

Roca labs has a grade of F according to the bbb.org

6 1 - Reply



### Roca Labs - Company doctor FINESMITH lost license over CHILD \*\*\*

20 of 32 Roca Labs Reviews

1475 2 Oklahoma City, Oklahoma Weight Loss Programs Weight loss Pills

08/20/2014 08:15:26 07/27/2014

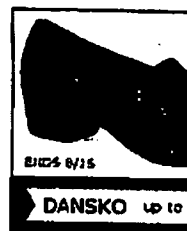
Rocalabs is associated with one Dr. Ross Finesmith - which appears to be the same doc as here:

[http://www.newjerseynewsroom.com/state/nj-doctor-ross-finesmith-pleads-guilty-to-child-\\*\\*\\*](http://www.newjerseynewsroom.com/state/nj-doctor-ross-finesmith-pleads-guilty-to-child-***)

>> A Somerset County (New Jersey) doctor pleaded guilty Thursday to possessing child \*\*\* , state Criminal Justice Director Stephen J. Taylor said,

Ross B. Finesmith, 49, of the Basking Ridge section of Barnards, a pediatric neurologist, pleaded guilty to one count of fourth-degree possession of child \*\*\* before state Superior Court Judge Stephen B. Rubin in Flemington.

Under the plea agreement, Finesmith will be permanently barred from practicing medicine in any state ... 7431067



Reviews from Oklahoma City, Oklahoma

Terminx - Schedule an appointment with prior, no results and nothing

Some products, please specify



### Roca Labs - Could not return product.

21 of 32 Roca Labs Reviews

1295 12 5500 Hazomb, Michigan Weight Loss Programs Diet Supplement

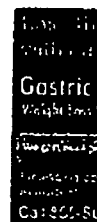
08/18/2014 08:15:26 07/27/2014

Per Roca Labs I "qualified" for thier product. After receiving it I read all of the information provided and it scared me.

I talked to my MD and was told not to use this product. I contacted the company to return it and not only was that not an options they were very rude about it. I then contacted my credit card company and complained what had happened and they suggested I file a dispute. The dispute was answered with pages and pages of documentation that it stated I agreed to prior to purchasing the products.

It is like they were more prepared to justify their sale than to help the customer.

In the end, I am stuck with an entire box on unopened products. I am afraid to attempt to resell it due to the legal consequences that could result if it harmed the buyer. 7431586



Reviews from Michigan

Terminx -

Consequences have al



# TO ALL WHO TREID ROCA LABS BEWARE

22 of 32 Roca Labs Reviews

2692 15 9 Las Vegas, Nevada 2 Weight Loss Programs 26 Weight Loss Pills

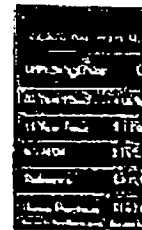
Nov 02, 2013 Anonymous

Hello everyone my name is Jerome, and I hardly complain about anything. I am a devote catholic a proud member of the knights of Columbus, a true gentleman. I was 6 foot 2 inches, and weight 288 lbs. I was teased my entire life about being overweight, I tried jenny craig, nutria system, and nothing worked. I was a former full back for the university of Michigan, and got injured, since then I developed fibromyalgia, so that is how I got overweight. I am a professional jazz bass player and singer and needed to lose the weight and wanted to get to about 215 to 220 so I tried roca labs,

It was very expensive, after the 3 months I lost about 15 lbs, but I did finish it the day after I was sadded because I really staved myself, anywhy it ls the first day I was off the diet in 3 months so I ate a steak sandwich, later that day, my stomach hurted so bad I almost fainted, 2 weeks, later the pain as got worse, I seen 2 doctors, and both said, you may have developed my ulcer, I have te wait a month to go for a colonosky and down my throat. I ask all of you PLEASE DO NOT TAKE ROCA LABS, in 3 days after the un bearable pain started my stomach blow up 3 inches my pants ara all tight on me, yet the legs and the butt are big on me, and I am 2 lbs less than I was when I ended the diet, so please I am a young man, if anyone had a issue as I wrote of please get back to me, I have to wait to dec. 12 to have the tests done and the paid is so bad I fainted twice, and I am a strong man, a ex football player, please I am going to be a father, if anyone had these symptoms please let me know

thanks and good luck and never go on this diet

Jerry  
742154



Reviews from Nevada

Letora Gutierrez contact to caruna

Aeretz - please e

Allegiant Air - un on July 8 ticket 582 to Birmingham @ I

TimeShare Liquor terrible, terrible

Global Rent A Car Experience

More >

Anonymous Nov 01, 2013

I Went to see my Dr. today after 7 hours in the ER yesterday, both doctors told me that seen so many people in the ER from Roca Labs, I am going to a indoscopic next week, to see if I have a ulcer, my dr, who is one of the best in this state, told me he has see this so many times, PLUS IF YOU HAVE A STOMACH PROMBLEM AND NOT OVER 100 LBS OVERWEIGHT DO NOT USE ROCA LABS, IT DONE ALOT OF HARM TO ME, I HAD 3 MORPHINE INJECTIONS,

2 0 Reply



# Roca labs is a scam they never sent me my products

24 of 32 Roca Labs Reviews

1725 11 5513 Bronx, New York Weight Loss Programs Diet Supplement

Aug 22, 2013

Like every other \*\*\* person I also ordered roca labs thinking this was it I paid about \$13.00s I emailed the company explaining to them I did not receive the package and if they can re ship to me it would be great they told me to pay more money for reshipment I denied and asked for a refund they didn't give me a refund so I called my bank and filled a dispute and they gave me my money bak but after a month they reversed the credit because roca labs insisted that they sent it to me now I'm in the process of going back and forth with the company bank and carrier but still no one has helped me roca labs stooed my money everyone out there if u are trying to loose weight try anything in the world but don't try roca labs they are scammers for your money and they will take and eat your money like it was theirs and not your  
74d2z13

**CHROMEBOOKS  
FOR STUDENTS  
FROM \$199**

chromebook

Reviews from Bronx  
York

**Anonymous** Aug 22, 2013

Does anyone know how to remove a complaint

0 0 Reply

**Anonymous** Aug 22, 2013 Long Island City, New York

Please remove this comment roca labs was helpful and this post is a violation to there services thabk u

0 0 Reply

**Anonymous** Aug 22, 2013 Long Island City, New York

Please remove this post

0 0 Reply

**sally** Aug 21, 2013

i was about to order the product and i went on rip off.com there was nothing negative about ROCA LABS. So to be sure i went on google and seen what had happen to you, i have change my mind about ordering the product . Rocalabs never say what kind of powder they use . :((

0 0 Reply





# Roca Labs - Doesn't work!!!

27 of 32 Roca Labs Reviews

1697 REVIEWS 1 PHOTO \$560 PRICE **Cosmetics and Toiletries** **Mini Gastric Bypass**

Nov 05, 2012 review #142332 anonymous 746354c

I can't believe I really thought this would work! Save your money. This is the biggest gimmick ever and dumb people like me are paying big money to make this company rich. Don't do it!

Sure the company makes it sound so good and all those testimonials make you believe that there is finally a way to change your life. Sorry to burst your bubble but this is not the way to do it!

I am so sorry that I believed all this bull---t and I am writing this so others won't lose their money like I did. It does not work!!!

746354c

Company: Roca Labs Product: Mini Gastric Bypass

R  
It



# Roca Labs deceptive and Unethical

28 of 32 Roca Labs Reviews

2456 REVIEWS 9 PHOTOS \$2000 PRICE **Tampa, Florida** **Weight Loss Programs** **Anti Cravings**

Nov 05, 2012 review #136793 Anonymous 746397D

Update added by user Nov 05, 2012

PERCEPTION IS IN THE EYES OF THE CONSUMER I

Original review posted by user Nov 05, 2012

Roca Labs hires people to go on their website and talk to potential consumers about the product. They ask that you 'pretend' to have been very over weight and even go as far as asking you to rent a 'fat suit' and take pictures of yourself as a fat person.

They will actually take before and after pics of you appearing as if you've lost all this weight and look what the product did for me! I know this first hand because I worked for the company. I was asked to bring to work any clothing that would allow me to add bulk underneath and they took pictures of me. The employer even asked me to stuff my bra which was already 3 sizes to large.

When I told the owner of Roca Labs that I could not do this, that I believed it to be unethical and fraudulent, he reduced my salary and asked me to sign a non-disclosure agreement. I walked out that day w/out signing anything and now will become a voice from the inside and tell you everything I know about this company and it's practices. Starting with the fact that they hire grunts to work out of their 6 car garage making minimum wage and fulfilling orders in a fancy home in Siesta Key, Florida. Not Tampa as they claim.

This business is being run out of a 10 million dollar home sitting on a canal in the heart of Siesta Key, Florida! The owner of this company has his 'team of attorneys' calling me saying he won't pay me my final paycheck until I sign this non-disclosure agreement... sorry but by State of Florida law...don't have too!

What I will do however, is sign off on the papers I file with the Florida False Claim Act board along with the Inspector General and several other agencies that are interested in all things Roca.

746397D

Company: Roca Labs Product: Weight Loss Programs



Review Florida

Siesta Key, Florida

Anti Cravings

Weight Loss Programs

Reviews - Roca Labs

Company Name and Address

More

Roca Labs

Roca Labs



# Roca Labs - double charged me

29 of 32 Roca Labs Reviews

827 2 5159 Credit Cards Roca

08/23/2013 Review # 354257 & Photo 1978 [Redacted] Review

My US bank card would not work on the web sight. The sight would come up. "Can not display web page".

I then had to use my primary bank card. I selected the 3 month payment plan. They took the full amount out of my bank card of 459. Then I checked the balance from the bank card that "did not work".

They took a payment of 159.00 out on top of the 459 from my main account.

I wanted to talk to someone at roca labs about my refund for 159.00. All I get is the automated machine.  
7453e77.

08/23/2013 Review # 354257 & Photo 1978 [Redacted] Review

Aug  
No  
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# Roca Labs - WILL NOT PROCESS PROMISED REFUND

30 of 32 Roca Labs Reviews

1603 5 \$430 9 Miami, Florida Hospitals, Clinics and Medical Centers, Doctors Diet Supplement

See all 32 reviews of Roca Labs. 4.5 stars

LIED TO BY CUSTOMER SERVICE AGENTS REGARDING PROMISED REFUND. CANCELED ORDER BEFORE IT SHIPPED, PROMISED REFUND. NOTHING BUT RUN-AROUND AND LIES. I placed an order on 5/5, then canceled it the next day. I was told the refund would be processed. I have screen-shots of all chat transcripts as proof. After 1 week, no refund, so I file a dispute with my credit card company. The associates at Roca Labs tell me (through online chat only; no one ever answers a phone or returns a call when requested) that because I filed a dispute, that they cannot process my refund. I canceled my dispute, but still no refund, so I managed to get some info from a representative - Paypal handles their refunds, so I call Paypal and give them the reference number given to me. They tell me that the client, Roca, has NOT asked to refund me, as 3 different people stated they did. They lied and I have chat transcripts to prove it. They did not ship me anything. They did not fulfill an order. They need to refund me NOW. Here is an example of the last chat transcript:

ME: I requested a call yesterday, regarding my refund, but no one has called me. YOU HAVE MY MONEY AND I WANT IT BACK. Call me at 331-371-0248 ASAP. It has been over 30 days since you charged my credit card, and 3 different people have claimed that the refund was in process. Stop lying to me, call me back, and PROCESS MY REFUND!

Charlee: Hello! We have already contacted Paypal to process your refund

Charlee: We tried to do the refund however, the dispute which was filed is preventing us to do so.

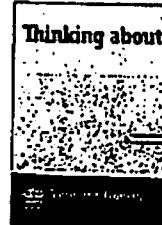
ME: no, you didn't. I contacted Paypal myself with the information that you gave me. They clearly stated that you had NOT contacted them, and that you had NOT made any attempts to process my refund. They also told me that I needed to reopen the dispute with my credit card company.

Charlee: I will personally take on your case and advise you once it is done

ME: not to be mean, but who are you in relation to the company?

Charlee: I am with customer support

Charlee: I will follow up your concern



Reviews from MI Florida

Amelia Lawyer - Maria Getting Agency to File with Florida Bar

Samuel Art Hospital - 300 days waiting period

1 877 dentist - Request insurance

Support Agent A Car - c charged extra for fuel returned with the car

Samuel Kozlov - I have fine suit waiting while contract without issue

More >

Roca Labs Review

3000 1488 0000 14

**Anonymous** Jan 20 9 Palm Beach, Florida  
<http://www.pissedconsumer.com/reviews-by-company/roca-labs.html>

1 0 Reply

**jenna.jennifer.brown** Jan 20  
Don't know about you, but I didn't have that problem with Roca Labs. They were supportive all the way!

0 1 Reply



**ConanWPB** Jan 07, 2012  
My dispute with Roca Labs was resolved. The company refunded me in full. Please remove the complaint number 325092.

0 0 Reply



## Roca Labs Gastric bypass

31 of 32 Roca Labs Reviews

2917 reviews 63 comments 0 Dallas, Texas 0 Cosmetics and Toiletries 0 Gastric Bypass

Jan 23, 2012 review #325092 Accepted

This product does not work. My friend bought the package for me and 2 other people because you have to buy 4 months supply at \$480.

No smaller versions available. No money back for the unused product if it does not work. And the company does not allow any negative complaints about the product from the customer (you can be sued if you say anything negative about the product) The company gives you a refund if you post something positive about the company's product.

People are posting good reviews in order to get part of the \$480 back. People then sell the unused product on

e-bay because it does not work.

The product is suppose to fill you up so you eat less. It did not work for me or my three friends.

**TOTAL SCAM!!! Do NOT BUY!!!**  
746476c

**CUZ** Feb 10

This company still your money dont buy this product, dont waste your money

1 0 Reply

W  
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Re  
R2  
CU



# ROCA LABS

32 of 32 Roca Labs Reviews

1813 27 Gainesville, Florida Weight Loss Programs No Surgery Gastric B

Mar 29, 2012 Review #323952

I purchased a weight loss supplement from Roca Labs and it did not work for me. I would contact the "Support" and get no type of help whatsoever. You would think that a company that is selling an expensive product could hire better help.

Also, they won't talk to you on the phone after you order - once they take your money, you have to send an email for everything! Then, they are not replied to. BAD SERVICE!

I am extremely unsatisfied and there are plenty of other customers who feel the same way. Unfortunately, they are afraid to speak out because Roca Labs threatens to SUE people who tell the truth about their product! Be aware!  
74d4b1b

Had the same issue  Add comment

Report

**jonnico** Dec 31, 2011 Phoenix, Arizona

YES Roca labs cause me to have a HERITAL HERINA, I put it in caps, so all can see, I see 3 doctors had several tests, and all showed the same, DO NOW TAKE ROCA LABS

1 - 0 Reply

0 - 1 Reply

**Shelly** Mar 01, 2013

Wait till you try to drink that horrible drink!!!! It made me throw up, and once I finally got it down, i had the worst headache I have ever had!!!! Not happy at all about this product! I want my money back!!!!

1 - 0 Reply



## Roca Labs - Side Effects

16 of 32 Roca Labs Reviews

941 5 San Jose, California Drug Stores and Drugs Side Effects

Mar 27 12:00 PM Roca Labs & Karen

I bought the Roca Lab product to try it out. Unfortunately, I had gastrointestinal side effects from the product. Therefore, I emailed the "chat" line with a simple question about the return policy. Now, I admit that I did not read closely the return product but the message I received was rude, demeaning, and definitely not supportive. Here is the my point of this complaint. I spent a lot of money and do not expect to be treated in such an unprofessional manner.

First the company did not assess why I was asking the question but jumped into a defensive dialogue of why the product was successful and surely I was the one who had the problem. I am concerned because I might have had a life-altering problem from the product and they would not know or understand why I was asking the question. Here I am ingesting an "unknown" product, are they not concern? What is the companies responsibility? Instead I was "lectured" on how fat I am and how I let this happen to me (see email message below). First, as one who has expertise working with patients who need to change detrimental lifestyle behaviors, this approach is not necessary, helpful, consumer orientated, or research based. Additionally, documentation of weight loss for "success" and money return seems somewhat flawed. So, I only have to submit a before and after picture of myself in order to get money back if I lose weight (regardless of side effects). My only conclusion is that my side effects are not important to the company and I am not allowing myself to be successful. As a consumer, I am quite distressed that I spent this amount of money, have had side effects, and have been treated in this manner (see below). This is so contrary to any other product or medication requirement on the market. It is clear that there is no recourse and money lost. However, as a member of the health care team, I certainly will not encourage anyone to purchase this product.

K Brinkley PhD, RN, CNE

EMAIL message from Roca Lab: Mar 3 3:56pm

Hi Karen,

First, the Formula is designed to always work. ALWAYS. It will always expand in the stomach to leave little room for food intake. As explained, your commitment is a MUST. Some of the 70,000+ YouTube videos are posted on the success wall.

FYI -- 72% of users of the Formula that thought the Formula was not helpful at first, read

**geegee** Apr 17 9 New York, New York

OMG!!!! I cannot believe the unprofessional demeaning language used by this company! They use intimidation tactics and belittling to protect their product from complaints. Frankly, i don't care if this worked to give you the perfect body in 20 minutes after swallowing and tasted like strawberries.....their customer relations alone would never allow me to buy from them! I will be forwarding this info to everyone i know and on every social media site so that everyone will be aware of how awful they are and when they're all out of customers lets see how their attitude is:- SICKENING!!!!

Gina- a kind and considerate individual who has worked in the field of behavior modification for 15 years!!!!

3 0 Reply

**Celi** Apr 22 9 Plano, Texas

Its pretty obvious that this "Tracy" has never been over weight due to the fact that shes basically calling you out as a loser and failure good customer service requires compassion and this \*\*\* doesn't have it and has NO business giving anybody advice on this product shes never used so the information shes giving you is based on HER opinion not facts! Shes basing her facts on YouTube Videos lolol anybody can go on you tube and post whatever they want.

3 0 Reply

**Anonymous** Mar 26 9 New York City, New York

OMG! SO rude!

2 0 Reply



## Roca Labs - Lost only 60 lbs, they promised 100 lbs+

19 of 32 Roca Labs Reviews

1670 12 5140 Weight Loss Programs Weight Loss Formula

Hi my name is Jennifer and I would like to share my Roca Labs review. I've been fat for some time now and I wasn't able to lose the extra pounds. I tried dieting, working out and everything, but there was no progress. I needed to lose more than 100 lbs.

5 months ago I searched the web for some weight loss programs and I ran into Roca Labs. I kept on digging about the product and saw that they can help me lose that 100+ pounds, so a month later I ordered mine.

I used it and the results were great! It made drastic changes in my eating habits. I didn't have cravings anymore and I ate half of what I did before. For the first month I lost nearly 20 lbs and I was very happy about my purchase. The second month I lost another 20 lbs! In my third month I was down another 10 lbs, so that was 50 lbs after three months! Awesome :) At the end of my fourth month I lost another 10 lbs and my weight loss STOPPED. I've decided to get myself more of the formula.

I called them and explained my situation. They said that additional supply cost \$140. What?! I couldn't believe what I've heard! They don't provide me with the promised results, and now I have to pay extra for it?! I felt really angry! They should give me the additional supply for free because I did everything right the first time, and I'm still stuck with extra 40 lbs.

74c9c9



Roca Labs Review:

ROCA LABS DOES NOT

Roca Labs - Success or

Roca Labs - Andrew Das

Roca Labs - Review and

Roca Labs Does Work



## Roca Labs - Loss NO Weight

23 of 32 Roca Labs Reviews

2337 15 5579 Weight Loss Programs No Surgery Gastric Bypass Form

Your product does not work for me. Spent all that money for nothing.

Yes I was full all the time, but that was the 12 bottles of water I was drinking a day. Tried everything to make the product dissolve, it stayed clumpy.

The anti craving powder doesn't mix well no matter how much you shake it. I stay bloated all the time, like I'm 4 months pregnant. I have diarrhea all the time, severe cramping, headaches.

All this not a pound lost. Do everything they tell me to do and nothing. No results what so ever!

74d632a

I had the same issue

Add comment

Report

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**Stomach Sludge employee** Nov 21, 2013 9 Ronda, North Carolina

Roca Labs should be banned by the FDA! I worked for this company and they are NOT FDA approved! They state they are but are NOT..

BEWARE.. you are putting your health at risk if you drink this stuff. The stuff all the employees call "Stomach Sludge". It only sits in your stomach, expands, and then hardens. I've heard where this powder gets into your stomach and attaches unto the wall of your stomach causing stomach ulcers and tumor like protrusions... Protect yourself and DO NOT DRINK this stuff!

They should be arrested for being allowed to sell this dangerous \*\*\* to people. It's NEVER BEEN APPROVED by any FDA organization!

**Anonymous** Dec 09, 2013 7 Phoenix, Arizona

I have proof from 3 doctors that it happened, due to roca labs diet, my dr,said several of his patients had the same or almost the same issue, I advise people who have or have had any issue with the stomach to please not use this product, the costumer service is from India, and they have no idea what they are talking about, hey say no side effects, well yes I did lose weight after however, all I am eating is chicken broth

1 0 Reply



# Roca Labs - AGREEMENT TERM:

9 of 32 Roca Labs Reviews

1105 6 \$450 Weight Loss Programs Agreement Terms

10/31 10:00 AM EST by Anonymous **Anonymous**

EVERYONE INTERESTED IN THIS PRODUCT PLEASE READ ROCA LABS terms and conditions agreement that they claim everyone must agree to when ordering the product!!!!!! MANY fees involved, such as the agreement NOT to COMMENT NEGATIVELY OR full price of product will be due which is \$1,580, disputing future transactions (with your debit/credit card); fee up to \$3,200 and commenting negatively on web defamation/slander fee of \$100,000!!!!!!!!!!!!!!!!!!!!!! I have copied and pasted "Some" of the agreement below:

**Mini Gastric Bypass Alternative**

A dose of the Formula mixed in water and taken in the morning creates a fast mini mini gastric bypass effect... read more

**Ask The Doctor**

**Qualify & Order**

**My Success Blog**

**Terms & Conditions Privacy Policy Return Policy**

## PERSONAL TERMS, CONDITIONS & DISCLAIMERS AGREEMENT

USV1.9 December 13

SUMMARY (for convenience purposes only)

Roca Labs believes that all means are Kosher in the fat fight and has a "straight in your face" attitude. Fat is Ugly. We believe that The Formula works to achieve your weight loss goals if it is used in accordance with the strict guidelines and instructions provided. The Formula costs \$1,580 and you can buy it for a reduced price ONLY under the terms and conditions listed hereunder, and among among them: sacrecy and devotion to succeed. No returns are accepted.

This website, through the manufacturer and/or the distributor, jointly and individually ("The Website" or "The Company") are marketing The Company's products and offerings, which include, but are not limited to, the weight loss formula ("The Formula"), a and weight loss support services ("The Support"). The Formula and Support are available to Purchasers ("The Customer" or "You"), under all of the following personal terms, conditions and

1 0 Reply

**Anonymous** May 13 9 Detroit, Michigan

WOW, WOW, WOW.....Thank you, what a huge SCAM!

4 2 Reply

**Anonymous** May 13 9 Chariton, Iowa

RUN RUN RUN away from this company!!!!

6 0 Reply

**AA** May 15

This is too (excuse my language) \*\*\*\* much!!! Sounds like a scam and they are only out to protect THEMSELVES(the company)...smdh!!!

7 1 Reply



# Roca Labs - This Product WORKS! Not a scam. Everyone is different

10 of 32 Roca Labs Reviews

1011 4 Atlanta, Georgia Weight Loss Programs Product Usage Experience

Apr 24 10:03 AM EST by Anonymous

I have been taking this product for a month and IT WORKS! at first I was a little hesitant towards the consistency of the actual apple sauce looking product but I mixed it with Crystal light and it was like eating flavored apple sauce.

I pretty much had to force myself to eat. Everything this company says will happen has happened to me. I've lost weight. I DO NOT crave junk which normally I am a candy freak.

All the bad reviews....

I'm sorry you had a bad experience but everyone is different and everyone's body is different. This product works.

74cb5bd



Reviews from Atlanta

**Kenny** Jul 20

Hi. Congrats on the results. And you're right. Everybody is different and you might have a great results with the product, and others won't. Why is that so hard for ppl to understand? If they do now follow the suggested use and try to work with the product, I won't work for sure.

0 0 Reply

**Anonymous** Jul 05 Burnaby, British Columbia

You must be one of the people that sells Roca labs. This product sucks, it's horrible & very expensive. Stop taking advantage of people!

0 0 Reply

**Anonymous** • Anonymous • 11/06 • Calgary, Alberta  
Someone from Roca Labs told me that I was not eating  
enough that's why I wasn't losing weight. Hope it works for u.

0 0 Reply



## Roca Labs - Company doctor FINESMITH lost license over CHILD \*\*\*

20 of 32 Roca Labs Reviews

1476 2 10/26/14 • Oklahoma City, Oklahoma • Weight Loss Programs • Weight Loss Pills

Oct 20, 2014 Review #482928 by Anonymous

Rocalabs is associated with one Dr. Ross Finesmith - which appears to be the same doc as here:

[http://www.newjerseynewsroom.com/state/nj-doctor-ross-finesmith-pleads-guilty-to-child-\\*\\*\\*](http://www.newjerseynewsroom.com/state/nj-doctor-ross-finesmith-pleads-guilty-to-child-***)

>> A Somerset County (New Jersey) doctor pleaded guilty Thursday to possessing child \*\*\* , state Criminal Justice Director Stephen J. Taylor said.

Ross B. Finesmith, 49, of the Basking Ridge section of Bernards, a pediatric neurologist, pleaded guilty to one count of fourth-degree possession of child \*\*\* before state Superior Court Judge Stephen B. Rubin in Flemington.

Under the plea agreement, Finesmith will be permanently barred from practicing medicine in any state ...  
74510b7

WEIGHT LOSS PILLS



Reviews from Olds City, Oklahoma  
Terminar - Schedules an appointment week prior  
Phone and nothing  
Roca Roster - Didn't see anything out on road



## Roca Labs - Doesn't work!!!

27 of 32 Roca Labs Reviews

1698 1 09/26/14 • Cosmetics and Toiletries • Mini Gastric Bypass

May 27, 2014 Review #412310 by Anonymous

I can't believe I really thought this would work! Save your money. This is the biggest gimmick ever and dumb people like me are paying big money to make this company rich. Don't do it!

Sure the company makes it sound so good and all those testimonials make you believe that there is finally a way to change your life. Sorry to burst your bubble but this is not the way to do it!

I am so sorry that I believed all this bull---t and I am writing this so others won't lose their money like I did. It does not work!!!

74c35a:



R  
I



# Roca Labs deceptive and Unethical

28 of 32 Roca Labs Reviews

2457 9 52000 Tampa, Florida Weight Loss Programs Anti Cravings

11/25/2012 Review #138752 Aspartame/Neotame

Update added by user Nov 05, 2012

PERCEPTION IS IN THE EYES OF THE CONSUMER I

Original review posted by user Nov 05, 2012

Roca Labs hires people to go on their website and talk to potential consumers about the product. They ask that you 'pretend' to have been very over weight and even go as far as asking you to rent a 'fat suit' and take pictures of yourself as a fat person.

They will actually take before and after pics of you appearing as if you've lost all this weight and look what the product did for me! I know this first hand because I worked for the company. I was asked to bring to work any clothing that would allow me to add bulk underneath and they took pictures of me. The employer even asked me to stuff my bra which was already 3 sizes to large.

When I told the owner of Roca Labs that I could not do this, that I believed it to be unethical and fraudulent, he reduced my salary and asked me to sign a non-disclosure agreement. I walked out that day w/out signing anything and now will become a voice from the inside and tell you everything I know about this company and it's practices. Starting with the fact that they hire grunts to work out of their 6 car garage making minimum wage and fulfilling orders in a fancy home in Siesta Key, Florida. Not Tampa as they claim.

This business is being run out of a 10 million dollar home sitting on a canal in the heart of Siesta Key, Florida! The owner of this company has his 'team of attorneys' calling me saying he won't pay me my final paycheck until I sign this non-disclosure agreement... sorry but by State of Florida law... don't have too!

What I will do however, is sign off on the papers I file with the Florida False Claim Act board along with the Inspector General and several other agencies that are interested in all things Roca.  
7453970

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**33vigil** Oct 11, 2012

please give newspaper link. thanks.

0 0 Reply

**Bond** Dec 05, 2012 Miami, Florida

The BS that pervades Roca Labs' customer service, advertising and marketing, business practices, etc., all come from the owner. Roca Labs is all about lies. Avoid it!

1 0 Reply

**Kelli** Nov 22, 2012

Thanks a lot for the truth - we need more real feedback on this company.

1 0 Reply

**Dave in Dallas** : HALL Dec 06, 2012 Dallas, Texas

Roca Labs in Newspaper article states: Illegally run diet and food supplement company named Roca Labs caught distributing an FDA regulated product out of a 'non-licensed' residentially zoned rental property in Florida. Article continues with the company guru getting calls from several agencies and after investigating finds out there were no permits or license to run such a large operation out of the basement of the owners home. The article goes on to read: This wasn't your Mom's part-time Mary Kay or Avon business. It's a full blown distribution operation sitting right in the middle of a beach town's quiet residential center stone.

0 0 Reply

**bad roca** Nov 26, 2012

roca labs no good. all good word on the internet even comments are from employees.

2 0 Reply



Nov 05, 2012

PERCEPTION IS IN THE EYES OF THE CONSUMER !



**EXHIBIT G**  
**ROCA NOTICE TO PISSED**



## **Roca Labs, Inc. Legal Dept.**

PO Box 5309 · Sarasota, FL 34277  
(813) 400-3968 [Legal@RocaLabs.com](mailto:Legal@RocaLabs.com)

June 11, 1014

PissedConsumer.com  
Media Relations  
Attn: Site Administrator  
500 Westover Dr. #1942  
Sandford NC 27330

Via email to: [admin@pissedconsumer.com](mailto:admin@pissedconsumer.com)

**RE:** False and defamatory statements made by John Does to PissedConsumer.com regarding Roca Labs Inc.

Dear Sir/Madam:

We represent Roca Labs Inc, (hereinafter referred to as "Roca Labs") in connection with the above-referenced matter. PissedConsumer.com, its directors, officers, agents, employees and posters (collectively, "John Doe") are hereby warned and notified to **CEASE AND DESIST** publicizing false and defamatory statements regarding Roca Labs Inc. and its ongoing matters with certain John Does, and to immediately remove such statements from your website.

Roca Labs strives to be completely transparent to its customers. Nothing is hidden; everything is explained on the website and in the terms and conditions. No customer has ever accused Roca Labs of violating the terms and conditions of purchase or any policy or law.

Roca Labs does everything it promises to its customers. Customers are given 24 hours to cancel an order, after which the order is shipped and not returnable. Customers are given rebates for success and product discounts (*legal consideration*) in return for their promise to report complaints only to Roca Labs.

In other words, Roca Labs goes far above and beyond the norm to ensure that the terms and conditions are clear and that the customers see them. In fact, customers are practically forced to read them. That is intentional, of course, with the desired effect being to avoid consumer complaints.

We must inform you that Roca Labs enters into a contract with all of its "consumers." Pursuant to Section 5 of said contract, the consumers agreed they **WILL NOT** speak, publish, print, blog or write negatively about Roca Labs or its products in any forum. Thus, one of the following is true:

1. PissedConsumer.com is allowing content to be posted on their site that they know is false and defamatory (since true consumers would not post on your site breaching their contract with Roca Labs);
2. PissedConsumer.com is interfering with a contractual relationship (helping consumers breach their agreement); or
3. PissedConsumer.com is itself posting the defamatory statements in order to generate advertising and web traffick.

Please be advised that if PissedConsumer.com does not remove the defamatory statements directed to Roca Labs and its products within 5 days of this letter, Roca Labs will file a lawsuit for its damages and for injunctive relief. Roca Labs estimates its damages to be in excess of \$1,000,000.00 dollars. In addition, please consider this letter as official notice of Roca Labs contractual relationship with its consumers and any postings allowed to remain, or new posting allowed on the PissedConsumer.com website of a Roca Labs consumer, shall be considered tortious interference and will result in additional damages caused by PissedConsumer.com.

If Roca Labs is forced to commence a lawsuit against in order to stop continued false and defamatory statements posted on your site, be advised that Roca Labs will seek legal remedies available, including but not limited to, recovery of all attorneys' fee, if applicable, court costs, punitive damages for Pissed Consumer intentional torts, and injunctive relief. While we certainly hope this is not necessary, we are prepared to pursue whatever avenues are necessary on behalf of our client to stop the continued false and defamatory statements made against Roca Labs by John Does.

**GOVERN YOURSELF ACCORDINGLY**

Sincerely,

Sharon King  
Paralegal  
Roca Labs Inc.

cc: Whitney Coyne, Esq