

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff

v.

Case No.: 4:21-cv-00437-RLW

ERIC ANTHONY NEPUTE,
Individually, and as
Owner of Quickwork, LLC; and

QUICKWORK, LLC,
a limited liability company,
also d/b/a WELLNESS WARRIOR

Defendants.

CONSENT ORDER

This matter comes before the court on Parties' Joint Motion for Entry of Consent Order concerning certain preliminary injunctive relief to be provided during the pendency of this matter. On April 15, 2021, Plaintiff filed a Motion for Preliminary Injunction to restrain Defendants Eric Anthony Nepute and Quickwork LLC, (d/b/a Wellness Warrior) from alleged violations of Sections 5 and 12 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45, 52, and the COVID-19 Consumer Protection Act of the 2021 Consolidated Appropriations Act ("COVID-19 Act"), Pub. L. No. 116-260, Title XIV, § 1401(b)(1). The Court has considered the Parties' Joint Motion for Entry of Consent Order. Based upon the foregoing, the Court finds as follows:

1. The Court finds that it is more likely than not that it has jurisdiction over the subject matter of this case and all the parties hereto, and venue in this district is proper.

2. The Court issues this Order without any findings of fact or conclusions of law concerning Plaintiff's claims (except as to jurisdiction and venue).

3. Defendants enter into this Consent Order without admitting the facts or allegations set forth herein or in Plaintiff's Complaint, Motion for Preliminary Injunction, or any other filing (except as to jurisdiction and venue).

4. The parties in this matter have agreed to a Consent Order according to the terms set forth as follows:

ACCORDINGLY,

IT IS HEREBY ORDERED that

Defendants, their agents, officers and employees, and all other persons and entities in active concert or participation with them are prohibited from:

A. In connection with the advertising of Wellness Warrior Products (including but not limited to Wellness Warrior Vitamin D, Wellness Warrior Zinc, Wellness Warrior Kids' Multivitamin, Wellness Warrior Boost Pack, and Wellness Warrior Immune Pack, or any other nutritional supplements sold or advertised by Defendants), making, directly or indirectly, expressly or impliedly, any representations concerning the use of such products to cure, mitigate, protect against, treat, or prevent COVID-19, including but not limited to the following representations:

1) Vitamin D or zinc, including Wellness Warrior Products containing Vitamin D or zinc, may be used to cure, mitigate, treat, or prevent COVID-19;

- 2) That Vitamin D and zinc, including Wellness Warrior Products containing Vitamin D or zinc, are scientifically proven to treat or prevent COVID-19 (including that there is any scientifically proven biological mechanism by which Vitamin D or zinc can effectively treat or prevent COVID-19);
- 3) That people who have enough Vitamin D or zinc, including Wellness Warrior Products containing Vitamin D or zinc, have a lower risk of catching COVID-19 or dying from COVID-19 than people who are deficient;
- 4) That there are studies that show that people who have enough Vitamin D, including Wellness Warrior Products containing Vitamin D, have a 52 percent lower risk of dying of COVID-19 than people who are deficient;
- 5) That scientific research concluded that people who have enough Vitamin D, including Wellness Warrior Products containing Vitamin D, are 54 percent less likely to catch COVID-19; or
- 6) That scientific publications indicate that people who have enough vitamin D, including Wellness Warrior Products containing Vitamin D, are 77 percent less likely to catch COVID-19.

B. In connection with the advertising of Wellness Warrior Products (including but not limited to Wellness Warrior Vitamin D, Wellness Warrior Zinc, Wellness Warrior Kids' Multivitamin, Wellness Warrior Boost Pack, and Wellness Warrior Immune Pack, or any other nutritional supplements sold or advertised by Defendants), making, directly or indirectly, expressly or impliedly, any representations that such products provide equal or better protection against COVID-19 than do currently

available vaccines.

IT IS FURTHER ORDERED that Defendants, their agents, officers, and employees, and all other persons and entities in active concert or participation with them, to the extent they have not already done so, must immediately remove from all websites under their control (including but not limited to www.facebook.com/WellnessWarrior.club, www.facebook.com/commonsensehealthnation, www.wellnesswarrior.deals, www.myfreezinc.com, www.freevitamindeal.com, www.freevitamindeals.com, www.wellnesswarriorvitamins.com www.nepute.chiroconnect.com, www.neputewellnesscenter.com, www.commonsensehealth.live, and www.core4special.com) all videos, links, or other advertisements containing, in all or in part, any of the representations that Defendants are prohibited from making, as set forth above.

IT IS FINALLY ORDERED that the preliminary injunction against Defendants shall remain in force pending resolution of this action.

Dated this 5th day of May, 2021.


RONNIE L. WHITE
UNITED STATES DISTRICT JUDGE