



IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

12-42785CA06

NUTRONICS LABS, INC. and
SWATS EDGE PERFORMANCE
CHIPS, LLC,

Plaintiffs,

v.

MAJOR LEAGUE BASEBALL
PLAYERS ASSOCIATION,

Defendant.

/

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, NUTRONICS LABS, INC., (hereinafter "NUTRONICS LABS") and SWATS EDGE PERFORMANCE CHIPS, LLC (hereinafter "SWATS), by and through their attorney Francisco Javier Calvo, sue Defendant, MAJOR LEAGUE BASEBAL PLAYERS ASSOCIATION (hereinafter "MLBPA"), and all allegations being of fact extant at all times pertinent hereto— alleges that:

GENERAL ALLEGATIONS AND IDENTIFICATION OF THE PARTIES

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees and is within the jurisdictional limits of this Court.
2. Miami Dade County, Florida is the proper venue for this cause of action.
3. Plaintiff, NUTRONICS LABS, was and/is a Nevada corporation doing business in Miami Dade County, Florida and with an office located in Broward County, Florida.
4. Plaintiff, SWATS, was and/is a Wisconsin limited liability corporation doing business in

Miami-Dade County, Florida.

5. Defendant, MLBPA, was and/is an unincorporated association and does business in and throughout the State of Florida including Central and South Florida through the Miami Marlins and Tampa Bay Rays. For purposes of this action, Defendant, MLBPA has "minimum contacts" with Florida and is subject to personal jurisdiction pursuant to Section 48.193, Florida Statutes (2012)(Florida's "long-arm statute"), in that MLBPA:

- a. operated, conducted, engaged in or carried on a business or business venture in the State of Florida, more specifically, the Miami Marlins and Tampa Bay Rays baseball franchises;
- b. engaged in substantial activity within the State of Florida by representing baseball players from the Miami Marlins and Tampa Bay Rays and has agreements with local vendors.

6. All conditions precedent have been complied with by the Plaintiffs and/or waived by the Defendant prior to instituting this Complaint.

BACKGROUND AND FACTUAL ALLEGATIONS

7. Plaintiff, NUTRONICS LABS, has sold and sells the best, purest and most potent form of deer antler velvet on the market for over fifteen (15) years.

8. Plaintiff, SWATS (Sports With Alternative To Steroids), is a Program about Christian role models teaching all athletes—from youth athletes to professionals—about character and staying drug free from steroids as well as recreational drugs and alcohol. All athletes that want to be a part of the S.W.A.T.S Team will be required to take a drug test that tests for both steroids and recreational drugs. All athletes, 8th grade and below, will sign a S.W.A.T.S agreement contract of early commitment. The contract states that the athletes will not participate in the use of steroids, recreational drugs, or in the consumption of alcohol. It also says that upon entering

the ninth grade, they will voluntarily take their drug test in order to remain a member of the S.W.A.T.S Team. The athletes will also be required to take an annual drug test to continue to be a part of the S.W.A.T.S Team. This concept will help hold the athletes accountable.

9. Plaintiff, SWATS was and/is a distributor of Nutronics Labs deer antler velvet supplement under its own private label called "The Ultimate Sports Spray."

10. Deer antler velvet is harvested from the antlers of young deer which grow at significant speeds and, after several weeks, as the antlers reach their final size, the cartilage within them gradually converts into bone. In the final process, the antler's blood supply and nerves are lost. When the antlers have fully hardened, the stags rub them against trees or rocks to remove the skin that remains. As a result of this rubbing, the deer develop sharp bony weapons for combat against threats to their harem of females during the autumn rut or mating season. Each Spring, the antler cycle begins anew and the skin around the pedicle expands and grows, initiating new antler growth. The hard antler from the previous season is cast off and the growth of the new season's velvet crop begins. It is at this crucial time that the velvet is harvested for its medicinal and performance qualities.

11. Plaintiff, NUTRONICS LABS has been the leading manufacturer of Insulin-like Growth Factor (IGF-1), a substance produced from deer antler velvet for over fifteen (15) years and has the exclusive rights to the most potent form of IGF-1 known in existence.

12. Plaintiff, NUTRONICS LABS' products have been utilized by many top nutritional companies worldwide including: SWATS Edge Performance Chips, LLC, Aquapail, Inc., Apollo Global Group, GNC, American Nutritional, Biozone, Synergy Nutritionals, Now Foods International, Cal Comp Nutrition, National Gym Association, and many more.

13. Plaintiff, SWATS' "The Ultimate Sports Spray" have been utilized by many top MLB athletes such as Carlos Felipe Peña of the Tampa Bay Rays, NFL athletes such as Ray Lewis of the Baltimore Ravens, Brett Favre (Green Bay Packers Superbowl Champion), PGA golfers such as Mark Calcavecchia, Pro Motorcross Star Mike Alessi, and many more.

14. IGF-1 as it is called is the ultimate health, muscle and anti-aging factor. IGF-1 is made primarily in the liver in response to Human Growth Hormone (HGH) release. As we age we experience a relative HGH deficiency due to a lowered release from the pituitary resulting in a concomitant loss of IGF-1. The vast number of benefits of IGF-1 centers on muscle development and performance. IGF-1 transports glucose and amino acids into muscle while stimulating muscle DNA. This results in a muscular development in youth and muscle preservation in old age. For the athlete it means peak performance and quick recovery from intense training or injury.

15. During 2009, Plaintiff, SWATS, was attempting to have "The Ultimate Sports Spray" approved by Defendant, MLBPA for use by its players in Major League Baseball. It was during this time frame that Mitch Ross from SWATS contacted Carlos Felipe Peña who Mitch Ross had been working with since the 2008 World Series Championship and provided him with samples of the deer antler velvet supplement "The Ultimate Sports Spray." In addition, Mitch Ross delivered two (2) samples of "The Ultimate Sports Spray" to Bob Lenaghan on behalf of Carlos Felipe Peña for testing and approval for use.

16. On or about July 2009, Bob Lenaghan on behalf of MLBPA had "The Ultimate Sports Spray" supplement tested.

17. On or about September 2009, on information and belief with conversations between Carlos Felipe Peña and Mitch Ross, Bob Lenaghan tested and approved the two (2) samples of

“The Ultimate Sports Spray” for use by Carlos Felipe Peña.

18. Based on the information received from Carlos Felipe Peña, Plaintiff, SWATS, began providing Carlos Felipe Peña with “The Ultimate Sports Spray” supplement for regular use and endorsement up and until the end of the 2010 major league baseball season.

19. On or about July 29th, 2011, relying on reports and rumors, Defendant, MLBPA through Bob Lenaghan disseminated a letter titled “MLBPA UPDATE” informing major and minor league players and Player Agents not to use S.W.A.T.S. Ultimate Sports Spray and warned all players to stop ingesting the deer antler velvet supplement. More specifically, Defendant, MLBPA issued its warning letter about deer antler velvet supplement not because it contains IGF-1, but because the deer antler velvet supplement was “contaminated” with “methyl-testosterone,” a banned steroid and added it to its list of “potentially contaminated nutritional supplements.” Until the dissemination of the warning letter issued by Defendant, MLBPA, major and minor league baseball players, NFL players, NBA players, PGA golfers, other athletes, actors and consumers worldwide, purchased and consumed the deer antler velvet supplement sold by the Plaintiffs as an alternative to banned “performance enhanced” substances. Subsequently, the information contained in the warning letter made its way into the public domain, including but not limited to the internet and television news reports. A copy of the MLBPA Update warning letter is attached hereto and made a part hereof as Plaintiff’s Exhibit A.

20. In response, Plaintiff, NUTRONICS LABS delivered a letter attached hereto and made a part hereof as Plaintiff’s Composite Exhibit B, to Commissioner Selig, stating, “Our products do not contain any methyl-testosterone and are steroid free, and the tests will show this to be true.” Moreover, the Plaintiff, NUTRONICS LABS agreed to submit an application to NSF International for the testing of its deer antler velvet nutritional supplement. NSF International is a

not-for-profit public health and environmental organization that provides standards development, product certification, auditing, education and risk management services. In addition, NSF International is an accredited, third-party certification body that tests and certifies products to verify they meet these public health and safety standards.

21. Based on MLBPA's failure to respond to Plaintiff's request to have its deer antler velvet supplement tested, Plaintiff, NUTRONICS LABS *sua sponte* sent a sample of its deer antler velvet supplement for testing to Aegis Sciences Corporation, an independent laboratory company. Aegis Sciences Corporation laboratory report concluded that there were no steroid contaminants in Plaintiff's deer antler velvet supplement. A copy of the Aegis Sciences Corporation laboratory report is attached hereto and made a part hereof as Plaintiff's Exhibit C.

22. Regardless of the Aegis Sciences Corporation Laboratory Report, minor and major league baseball players and companies such as Aquapail, Inc. and the Apollo Global Group decided to terminate business relationships with the Plaintiff due to the MLBPA's warning letter described herein. Copies of the letters from Aquapail and Apollo Global Group are attached hereto and made a part hereof as Plaintiff's Exhibit D and Exhibit E.

23. The events described in this Complaint have caused extensive and irreparable damage to Plaintiffs, NUTRONICS LABS and SWATS, including but not limited to, loss of business opportunities, decrease in sales worldwide, loss of a significant competitive advantage in the deer antler velvet marketplace, loss of endorsements by professional athletes and movie stars, the exposure to potential claims (liability and medical), the dilution of Nutronics Labs brand and the S.W.A.T.S. brand and prospective goodwill and reputation with their current and potential customers, and other incidental and consequential damages.

COUNT I

(Libel *Per Se* against MLBPA by NUTRONICS LABS)

The Plaintiff re-alleges and re-affirms each and every allegation contained in paragraphs 1-23 and incorporates those allegations by reference as if fully restated herein.

24. A cause of action for libel under Florida law accrued in Florida because Defendant, MLB's libelous statements were communicated and published to Plaintiff, NUTRONICS LABS' customers in Florida.

25. NUTRONICS LABS has for many years enjoyed a good reputation in its business. NUTRONICS LABS has further enjoyed good relations with the Major League Baseball players and the public at large.

26. By Defendant, MLBPA, publishing the letter to its players and dissemination to the public, among others, Defendant intended to communicate to others the false statement in the letter regarding deer antler velvet.

27. By publishing the letter and subsequent hundreds of press releases stating that Plaintiff's deer antler velvet supplement was "contaminated" and contained methyl-testosterone, Defendant, MLBPA intended to communicate to others the false statement.

28. The statements in Defendant, MLBPA's letter that Plaintiff's supplement was "contaminated" and contained methyl-testosterone are false. Defendant knew or should have known that the statements were false when made, or did not exercise reasonable care in verifying the truth or falsity of such statements before transmitting and publishing these statements, or recklessly disregarded the truth or falsity of the statements.

29. By publishing the letter and the subsequent press releases on the internet, Defendant,

MLBPA sought to injure Plaintiff, NUTRONICS LABS' business reputation and to disparage its business.

30. The statements in the letter and subsequent press releases on the internet described in the paragraphs above are libelous *per se* because: (1) the statements are in printed form and are thus libel; and (2) the statements ascribe characteristics that adversely affect Plaintiff, NUTRONICS LABS' fitness for its business.

31. The false and defamatory statements made by Defendant, MLBPA are injurious to the business reputation of NUTRONICS LABS *per se*. Among other things, Defendant, MLBPA's false and defamatory statements have assailed NUTRONICS LABS' customer base and impugned its integrity and method for doing business.

32. Plaintiff, NUTRONICS LABS has suffered damages proximately caused by Defendant, MLBPA's libelous action, including but not limited to the loss of current and potential customers, loss of competitive advantage in the deer antler supplement business in an amount that is currently unknown but could be in excess of millions of dollars. By reason of Defendant, MLBPA's libel, NUTRONICS LABS is entitled to both general damages and all actual and compensatory damages proved at the time of trial.

33. Defendant, MLBPA's actions in knowingly publishing the false statements were intentional and done with express and implied malice on the part of the Defendant. Defendant knew or should have known that such statements were false when they published them. Nonetheless, Defendant published such false statements recklessly and in conscious disregard for the truth. Further, Defendant committed such acts with ill will and intent to defame and injure NUTRONICS LABS. Plaintiff, therefore, seeks an award of exemplary damages in an amount to be proven at trial.

COUNT II

(Intentional Interference with Contractual and Economic Relations against MLBPA by NUTRONICS LABS)

The Plaintiff re-alleges and re-affirms each and every allegation contained in paragraphs 1-23 and incorporates those allegations by reference as if fully restated herein.

34. At the time of Defendant, MLBPA's wrongful acts as alleged herein, NUTRONICS LABS enjoyed a beneficial contractual and economic relationship with thousands of South Florida customers and many companies such as SWATS Edge Performance Chips, LLC, Aquapail, Inc. and Apollo Global Group. Defendant, MLBPA was aware or should have been aware of NUTRONICS LABS contractual and economic relationships with Aquapail, Inc. and Apollo Global Group. By the acts alleged herein, Defendant, MLBPA intended to, and did in fact, disrupt and interfere with the contractual and economic relationship between NUTRONICS LABS and Aquapail, Inc., Apollo Global Group and many others.

35. Defendant, MLBPA's actions successfully disrupted and interfered with Plaintiff's relationships with Aquapail, Inc. and Apollo Global Group and, as a result, NUTRONICS LABS suffered the loss associated with that business relationship.

36. As a direct and proximate cause of the acts described above, Plaintiff, NUTRONICS LABS has suffered significant economic harm, including but not limited to million in losses. Plaintiff, therefore, seeks an award of exemplary damages in an amount to be proven at trial.

COUNT III

(Libel *Per Se* against MLBPA by SWATS)

The Plaintiff re-alleges and re-affirms each and every allegation contained in paragraphs 1-23 and incorporates those allegations by reference as if fully restated herein.

37. A cause of action for libel under Florida law accrued in Florida because Defendant,

MLB's libelous statements were communicated and published to Plaintiff, SWATS' customers in Florida.

38. SWATS has for many years enjoyed a good reputation in its business. SWATS has further enjoyed good relations with the Major League Baseball players, NFL players, PGA golfers and the public at large.

39. By Defendant, MLBPA, publishing the letter to its players and dissemination to the public, among others, Defendant intended to communicate to others the false statement in the letter regarding deer antler velvet.

40. By publishing the letter and subsequent hundreds of press releases stating that Plaintiff's deer antler velvet supplement was "contaminated" and contained methyl-testosterone, Defendant, MLBPA intended to communicate to others the false statement.

41. The statements in Defendant, MLBPA's letter that Plaintiff's supplement was "contaminated" and contained methyl-testosterone are false. Defendant knew or should have known that the statements were false when made, or did not exercise reasonable care in verifying the truth or falsity of such statements before transmitting and publishing these statements, or recklessly disregarded the truth or falsity of the statements.

42. By publishing the letter and the subsequent press releases on the internet, Defendant, MLBPA sought to injure Plaintiff, SWATS' business reputation and to disparage its business.

43. The statements in the letter and subsequent press releases on the internet described in the paragraphs above are libelous *per se* because: (1) the statements are in printed form and are thus libel; and (2) the statements ascribe characteristics that adversely affect Plaintiff, SWATS' fitness for its business.

44. The false and defamatory statements made by Defendant, MLBPA are injurious to the business reputation of SWATS *per se*. Among other things, Defendant, MLBPA's false and defamatory statements have assailed SWATS' customer base and impugned its integrity and method for doing business.

45. Plaintiff, SWATS has suffered damages proximately caused by Defendant, MLBPA's libelous action, including but not limited to the loss of current and potential customers, loss of sales agreement(s), loss of appearance and compensation agreements from PGA golfers and Bass Pro anglers, loss of competitive advantage in the deer antler supplement business in an amount that is currently unknown but could be in excess of millions of dollars. By reason of Defendant, MLBPA's libel, NUTRONICS LABS is entitled to both general damages and all actual and compensatory damages proved at the time of trial.

46. Defendant, MLBPA's actions in knowingly publishing the false statements were intentional and done with express and implied malice on the part of the Defendant. Defendant knew or should have known that such statements were false when they published them. Nonetheless, Defendant published such false statements recklessly and in conscious disregard for the truth. Further, Defendant committed such acts with ill will and intent to defame and injure SWATS. Plaintiff, therefore, seeks an award of exemplary damages in an amount to be proven at trial.

COUNT IV

(Intentional Interference with Contractual and Economic Relations against MLBPA by SWATS)

The Plaintiff re-alleges and re-affirms each and every allegation contained in paragraphs 1-23 and incorporates those allegations by reference as if fully restated herein.

47. At the time of Defendant, MLBPA's wrongful acts as alleged herein, SWATS enjoyed a

beneficial contractual and economic relationship with thousands of South Florida customers and professional athletes such as Carlos Felipe Peña, Johnny Damon, Ray Lewis, and countless others. Defendant, MLBPA was aware or should have been aware of SWATS contractual and economic relationships with these professional athletes. By the acts alleged herein, Defendant, MLBPA intended to, and did in fact, disrupt and interfere with the economic relationship between SWATS and Carlos Felipe Peña and many others.

48. Defendant, MLBP's actions successfully disrupted and interfered with Plaintiff's relationships with Carlos Felipe Peña and many other professional athletes and, as a result, SWATS suffered the loss associated with that business relationship.

49. As a direct and proximate cause of the acts described above, Plaintiff, SWATS has suffered significant economic harm, including but not limited to million in losses. Plaintiff, therefore, seeks an award of exemplary damages in an amount to be proven at trial.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for judgment for damages in an amount to be proved at trial; reserve the right to plead and prove punitive damages; request that preliminary and permanent injunctions issue to prevent Defendant, MLBPA from making further false, misleading, and malicious statements concerning NUTRONICS LABS and SWATS and their "deer antler velvet" supplement; and such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs, NUTRONICS LABS and SWATS, hereby demand trial by jury for all matters that may be tried before a jury.

Dated this 24th day of October, 2012.

Respectfully submitted,

FRANCISCO JAVIER CALVO
FBN 162485
CALVO LAW
6080 S.W. 40th Street, Suite 7
Miami, FL 33155
Telephone: (305) 661-4883

MLBPA UPDATE



MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

To: All Players and Player Agents
From: Bob Lenaghan
Date: July 29, 2011
Re: **Contaminated Supplement Warning – S.W.A.T.S Ultimate Sports Spray**
+++++

We have received reports that The Ultimate Sports Spray, a supplement manufactured by Sports With Alternatives To Steroids (S.W.A.T.S) contains Methyltestosterone which is a prohibited Substance under the Joint Drug Program. This ingredient will cause a positive drug test. NFL Player David Vobora was suspended in 2009 for violating the NFL's drug testing program in testing positive for Methyltestosterone. He successfully sued S.W.A.T.S alleging that his positive test result was caused by The Ultimate Sports Spray.

The Ultimate Sports Spray is advertized as an "all-natural product extracted from the velvet of immature antlers of male deer" and as "the best supplement for sports performance." It is sold on-line.

DO NOT USE THIS SUPPLEMENT!

Any supplement that contains synthetic steroid substances or stimulants can cause you to test positive. If you have used this supplement please call me at (212) 826-0808.

The list of supplements that are certified to be free of banned substances is updated periodically as new supplements are added and can be found on the internet at:

<http://www.nfsport.com>

Please contact me if you have any questions about these, or any other supplements.
Best Regards.

EXHIBIT "A"

The Office of the Commissioner of Baseball
Allan H. (Bud) Selig, Commissioner
245 Park Avenue, 31st Floor
New York, NY 10167
Phone: 212-931-7800
Fax: 212-949-5654

August 8, 2011

Dear Commissioner Selig:

It has come to our attention through various media reports over the weekend that Major League Baseball has warned players not to use a nutritional supplement known as deer antler spray. Nutronics Labs manufactures and markets formulations with Deer Antler Velvet.

The media reports claim that MLB banned the use of this product because of, "potentially contaminated nutritional supplements" that may be contained in it.

This letter is to inform you that Deer Antler Spray products offered by Nutronics Labs, are free of any banned substance and are safe for athletes to use. We will submit an application to NSF's Certified for Sport® Program with the expectation that their testing will result in certification of our products for use by athletes.

We would like to applaud Major League Baseball for taking every precaution to protect athletes, and we are anxious to show that our products are not only safe to use, but beneficial to the health of athletes in all sports and at all levels of competition.

Nutronics Labs offers formulations that are several times more potent than other products on the market, and Nutronics Labs products do not contain any methyl-testosterone and are steroid free. Our Deer Antler Spray products have been used successfully by non-athletes as well. Benefits include support and help to:

- build a powerful immune system
- maintain a healthy heart
- control diabetes
- improve arthritis
- promote a healthy prostate
- improve erectile dysfunction
- lose weight
- improve your skin and promotes less wrinkles

COMPOSITE EXHIBIT "B"

Nutronics Labs formulations of Deer Antler Velvet are endorsed by many professional athletes, celebrities, and organizations. These include the Sierra Integrative Medical Center, specializing in chronic degenerative, autoimmune, and infectious diseases. We are also endorsed by The National Gym Association.

We believe that good nutrition helps to improve health, and in the same way good nutritional supplements can be a tool to faster recovery, healing, and improved health and strength. These are benefits that will enable athletes to perform at their best through proper nutrition, exercise, and maintaining their health and well-being. Deer Antler Spray products from Nutronics Labs can help them to do that without the use of any banned substances.

We believe the testing program through the NSF's Certified for Sport® Program will result in certification of our products, and look forward to that determination.

Sincerely yours,

**Dr. Rick Lentini
CEO Nutronics Labs
Home: (954) 575 -7070
Cell: (847) 489 - 7873
Office: 1-888-292-9635 ext 81
Fax: (954) 753 - 7840**



Aegis Sciences Corporation
515 Great Circle Road
Nashville, TN 37228
(615) 255-2400 fax (615) 255-3330
www.aegislabs.com

Client Information

Client: NUTRONICS LABS, INC.
Report To: Aegis Pre-Pay Account
Aegis Miscellaneous Account
345 Hill Ave
Nashville, TN 37210

Sample Information

Donor ID: DEER ANTLER VELVET	Specimen Type: Other
Lab Sample ID: 4412286	Collected:
SSN:	Received: 5/13/2010 12:01
Reason for Test: Not Given	Reported: 6/18/2010 14:20

Test(s) Requested

00740 Supplement Steroid Contaminant

Tested For	Result	Amount
Supplement Steroid Precursors	NONE DETECTED	

EXHIBIT "C"



4050 Highway 16 South Bandera TX 78003
www.AquaPail.com (830) 688-1952

March 30, 2012

To whom it may concern:

I, Dennis M. Clements, Marketing and Sales Director of AquaPail, Inc., purchased a case of Antler Max from Max Life Direct in July 2011.

I purchased this product to test the quality of the product because I was strongly considering distribution of this product to my network of health clubs and health food stores. The product met my expectations and my organization was ready to place a 10,000unit/month order with Max Life Direct and Nutronics Labs for a private-label agreement.

In August 2011, it was brought to my attention that Major League Baseball (MLB) was banning the product because it contained steroids, including methyltestosterone. After reading the article posted on the Internet, I decided not to risk the unfavorable opinion of MLB, and we considered imprudent to continue the purchase from Max Life Direct/Nutronics Labs.

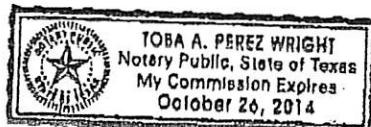
Though the product worked well for me, my colleagues, and our several customers, we felt the controversial opinion of MLB and their consequent ban on the Max Life/Nutronic Labs product created an insurmountable problem in successfully marketing the Max Life Direct product(s).

For this reason, we discontinued our relationship with Max Life Direct.

Sincerely,

Dennis M. Clements

Marketing and Sales Director



STATE OF Texas
 COUNTY OF Bandera

The foregoing instrument was acknowledged before
 me this 3 day of April 2012 by Dennis M. Clements

Toba Perez-Wright Toba Perez-Wright
 Notary Public's Signature Notary Name
 My Commission Exp. 10/26/14

EXHIBIT "D"

September 21, 2011

Apollo Global Group
Gurnee IL 60031
Apolloglobalgroup.com

Dear Mr. Lentini,

It gives me no pleasure to have to write this letter to you. Though we had every intention to sign into a contract with Nutronics Labs and its IGF-1 products, we, regrettably, have to back out of the deal. As I'm sure you're well aware of the fact that Major League Baseball has informed the news media, and articles on the internet claim that your product (and ones like yours) contain steroids. Your IGF-1 (Deer Antler) products do, indeed, contain steroids? You assured me that this was not the case. Whether or not this is true, we cannot afford to take the risk of getting involved with a company that promotes products that are contaminated with steroids.

Regards,

Paul R. Majeski
Apollo Global Group
Gurnee IL 60031
847-752-6542
apollogroup@aol.com

EXHIBIT "E"