

**STATE OF ILLINOIS
SECRETARY OF STATE
SECURITIES DEPARTMENT**

_____))
DON LAPRE, and DON LAPRE d/b/a THE GREATEST))
VITAMIN IN THE WORLD, its partners, officers, directors,))
employees, affiliates, successors and assigns.))
_____)

FILE NO. 0600436

**SUMMARY ORDER
TO CEASE AND DESIST**

TO THE RESPONDENT: Don Lapre
3112 North 30th Avenue
Phoenix, Arizona 85017

The Greatest Vitamin in the World
3112 North 30th Avenue
Phoenix, Arizona 85017

Don Lapre
PO Box 4802 E Ray Road
#23 – Box 45
Phoenix, Arizona 85044

The Greatest Vitamin in the World
PO Box 4802 E Ray Road
#23 – Box 45
Phoenix, Arizona 85044

On information and belief, I, Jesse White, Secretary of State, for the State of Illinois, through my designated representative, having been fully advised in the premises by the staff of the Securities Department, Office of the Secretary of State, herein find:

1. That Don Lapre, Respondent (Lapre collectively with Greatest, "Respondents") is an individual maintaining his principal offices at 3112 North 30th Avenue, Phoenix, Arizona 85017, and PO Box 4802 E Ray Road, Phoenix, Arizona 85044.
2. That The Greatest Vitamin in the World, Respondent (the "Greatest" collectively with Lapre the "Respondents") is a business entity maintaining their principal offices at 3112 North 30th Avenue, Phoenix, Arizona 85017, and PO Box 4802 E Ray Road, Phoenix, Arizona 85044.

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2. That during the years 2006 and 2007, the Respondent placed advertisements/infomercials (the "Ad") on numerous television stations at various times and places said television broadcasts being within the State of Illinois.
3. That several Illinois residents responded to the Ad by calling 1-888-355-3017, ordered and purchased the program of being an Independent Advertiser (the "Package") which Respondents offered to the Illinois residents as the opportunity to start their own website from which they would generate a profit on the sale of each bottle of vitamins selling at \$12.95 per bottle, and on all sales of other people they sign up to become Independent Advertisers.
4. That the Respondents represented to the Purchasers that the Respondents would provide certain services to the Purchaser, including web site design and maintenance for a fee, free sales guidance, and technical support. A coaching class provided touted that for an additional \$600.00 the "Platinum Program" would bring 17% more on each sale.
5. That terms and conditions of the Package Agreement set forth the payment structure as follows:

Payment Structure – Each time you create 20 new clients for our company by getting 20 new people to go to your website and order a bottle of our amazing vitamin, you will have your choice of \$1000 of our lifetime revenue program. If you choose the \$1000, you will not receive additional revenue from these clients. If you choose the lifetime revenue program, you will receive \$10 from every bottle sold to these 20 people for life! This means you could receive up to \$200 or more each month for the rest of your life. For example, if 15 of these 20 clients buy a total of 30 bottles in just one month, you will get a check for \$300 (\$10 per bottle sold) for that month. With each group of 20 people, you get to decide whether you want the \$1000 or the lifetime revenue. If you choose the \$1000, we will consider this a buyout and you will forfeit future potential income from that group of 20 people. We will draft checks each Friday for all revenue earned the week prior. We do have our Platinum program (optional) that will actually pay you both the \$1000 plus the lifetime revenue on all clients in addition to \$100 bonus checks.

6. Respondents sold a Package to at least one Illinois resident in the state of Illinois during October and November 2006 for the sum of one thousand six hundred five and no cents (\$1,605.00) dollars.
7. That Section 5-5.10(a)(6) of Business Opportunity Sales Law of 1995, [815 ILCS 602 et seq.] (the "Act") provides, *inter alia*, that a business opportunity is a

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contract or agreement, between a seller and purchaser, express or implied, orally or in writing, wherein it is agreed that the seller or a person recommended by the seller shall provide to the purchaser any product, equipment, supplies or services enabling the purchaser to start a business when the purchaser is required to make a payment to the seller or a person recommended by the seller of more than \$500 and the seller represents directly or indirectly, orally or in writing, that the seller or a person recommended by the seller will provide a marketing plan.

8. That the Respondents Program, described in paragraphs three through five (3-5), constitutes a business opportunity as that term is defined in Section 5-5.10 of the Act.
9. That the activities described in paragraphs two, three and five (2, 3 and 5) constitute an offer and sale as those terms are defined under Section 5-5.20 and Section 5-5.40 of the Act.
10. That the activities described in paragraph four (4) constitute a marketing plan as that term is defined under Section 5-5.15 of the Act.
11. That Section 5-25 of the Act provides, inter alia, that it is unlawful for any person to offer or sell any business opportunity in this State unless the business opportunity is registered under the Act or is exempt under Section 5-10 of the Act.
12. That at all relevant times, Respondent, Prophet 3H, Inc., their officers and directors, agents, employees, affiliates, successors and assigns, failed to register the business opportunity described in paragraphs three through five (3-5) as required pursuant to Section 5-25 of the Act.
13. That, by virtue of the foregoing, the Respondent violated Section 5-25 of the Act.

That Section 5-65 of the Act provides, inter alia, that whenever it appears to the Secretary of State that any person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this Law or any rule, regulation, or order under this Law, the Secretary of State may issue an order directing the person to CEASE and DESIST from continuing the act or practice.

NOW THEREFORE IT IS HEREBY ORDERED THAT: Pursuant to the authority granted by Section 5-65 of the Act, Respondents Don Lapre and The Greatest Vitamin in the World, their officers and directors, agents, employees, affiliates, successors and assigns are ordered to CEASE and DESIST from offering or selling any business opportunity in the State of Illinois until the further order of the Secretary of State.

NOTICE is hereby given that the Respondent may request a hearing on this matter by transmitting a written request to the attorney of record Samuel F. Freiman, Illinois Securities Department, 69 West Washington Street, Suite 1220, Chicago, Illinois 60602. Such request must be made within thirty (30) days after entry of this Summary Order to Cease and Desist. Upon

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receipt of a request for a hearing, a hearing will be scheduled as soon as reasonably practicable. Request for hearing will not stop the effectiveness of this Summary Order to Cease and Desist.

FAILURE BY ANY PERSON NAMED IN THIS ORDER TO REQUEST A HEARING WITHIN THIRTY (30) DAYS AFTER ENTRY OF THIS SUMMARY ORDER TO CEASE AND DESIST SHALL BE DEEMED TO CONSTITUTE A WAIVER OF ALL RIGHTS BY SUCH PERSON TO A HEARING AND THE ORDER TO CEASE AND DESIST AS TO SUCH PERSON WILL BECOME PERMANENT.

DATED: This 3rd day of April, 2008.



Jesse White
Secretary of State
State of Illinois

Attorney for the Secretary of State:

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