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Attorneys for Plaintiff

10 **IN THE UNITED STATES DISTRICT COURT**

11 **DISTRICT OF ARIZONA**

12 James J. Aboltin, individually and on behalf
of all others similarly situated,

13 Plaintiff,

14 v.

15 Jeunesse, LLC aka Jeunesse Global, Inc., a
16 Florida limited liability company, Wendy R.
17 Lewis, an individual, Ogale "Randy" Ray, an
18 individual, Scott A. Lewis, an individual, Kim
19 Hui, an individual, Jason Caramanis, an
20 individual, Alex Morton, an individual, John
and Jane Does 1-100, individual natural
persons, and ABC Corporations, Companies,
and/or Partnerships 1-20,

21 Defendants.

Case No. _____

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

CLASS ACTION

22
23 Plaintiff, James J. Aboltin ("Plaintiff"), by and through undersigned counsel, on behalf
24 of himself and all others similarly situated, for their Complaint against Jeunesse LLC, Wendy
25 Lewis, Randy Ray, Scott Lewis, Kim Hui, Jason Caramanis, and Alex Morton, hereby allege
26 as follows:

I.

INTRODUCTION

1
2 1. This is an action on behalf of Plaintiff James J. Aboltin, for himself and those
3 similarly situated, to recover damages caused by the Defendants,' and their Diamond
4 Director co-conspirators' operation of an inherently fraudulent pyramid scheme. The
5 pyramid scheme is fraudulent because it requires the payment by participants of money to
6 defendant Jeunesse LLC ("Jeunesse") and its co-conspirators, Wendy Lewis, Randy Ray,
7 Scott A. Lewis, Kim Hui, Jason Caramanis, Alex Morton (collectively "Defendants"), and
8 unnamed Diamond Director co-conspirators, in return for which participants receive (1) the
9 right to sell products, and (2) the right to receive, in return for recruiting other participants
10 into the pyramid, rewards that are unrelated to the sale of Jeunesse products to ultimate end
11 users.

12 2. This action is brought pursuant to the Racketeer Influence and Corrupt
13 Organizations Act, 18 U.S.C. 1961, *et. seq.*, ("RICO") and the Arizona Consumer Fraud Act,
14 A.R.S. §§ 44-1521, *et seq.*, on behalf of a class of persons who serve or have served as
15 independent representatives for Jeunesse.

II.

THE PARTIES

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17
18 3. Plaintiff James J. Aboltin was (at all times relevant to the allegations in this
19 complaint) a resident of the State of Arizona, and a citizen of the United States. Plaintiff was
20 deceived by Jeunesse's misleading business opportunity, falsely believing that it was a
21 legitimate way to earn money, and did lose money as a result of Defendants' unfair,
22 unlawful, and fraudulent business practices.

23 4. Jeunesse is a Florida limited liability company, with its principal place of
24 business located at 650 Douglas Avenue, Suite 1020, Altamonte Springs, Florida 32714.
25 Jeunesse began operating in 2009. Jeunesse is a global pyramid scheme disguised as a multi-
26

1 level marketing company that purports to provide an array of purported youth enhancing skin
2 care products and dietary supplements to customers.

3 5. Ogale “Randy” Ray is a Florida resident and is a manager for, and co-founder
4 of, Jeunesse.

5 6. Wendy R. Lewis is a Florida resident and is a manager for, and co-founder of,
6 Jeunesse.

7 7. Alex Morton is an Arizona resident, and a “Diamond” director co-conspirator,
8 and upon information and belief, a recipient of an endorsement deal that was never properly
9 disclosed, who conspired to lure people into the Jeunesse scheme, including many Arizona
10 residents.

11 8. Scott A. Lewis is a Florida resident and is the Chief Visionary Officer for
12 Jeunesse.

13 9. Jason Caramanis is a resident of California and an Imperial Diamond Director
14 in Jeunesse.

15 10. Kim Hui is a resident of California and Double Diamond Director in Jeunesse.

16 **III.**

17 **CONSPIRACY, AGENCY, JOINT VENTURE, ALTER EGO**

18 8. Each of the Defendants named herein acted as a co-conspirator, agent, single
19 enterprise, joint venturer, or alter ego of, or for, the other Defendants, with respect to the acts,
20 violations, and common course of conduct alleged herein, and ratified said conduct, aided and
21 abetted, or is otherwise liable. Defendants have had meetings with other Defendants, and
22 unnamed Diamond Director co-conspirators and have reached agreements to market and
23 promote the Jeunesse Pyramid as alleged herein.
24

25 9. Defendants, along with unnamed Diamond Director co-conspirators, were part
26 of the leadership team that participated with Jeunesse, and made decisions regarding:

1 products, services, marketing strategy, compensation plans (both public and secret),
2 incentives, contests, and other matters. In addition, Defendants and unnamed co-conspirators
3 were directly and actively involved in decisions to develop and amend the distributor
4 agreements and compensation plans.

5 10. John and Jane Does 1-100 are fictitious names for individual co-conspirators
6 within the Jeunesse scheme, who profited from the scheme, and/or who received the proceeds
7 from that scheme, but whose identities and involvement are not yet known to plaintiffs.

8 11. ABC Corporations, ABC Companies, and ABC Partnerships 1-20 are fictitious
9 names for legal entities who participated in the scheme, and or received the proceeds from
10 that scheme, but whose identities and involvement are not yet known to plaintiffs.

11 12. The acts charged in this Complaint, as having been done by Defendants, were
12 authorized, ordered, ratified or done by their officers, agents, employees, or representatives –
13 while actively engaged in the management of the Defendants’ businesses or affairs.

14 **IV.**

15 **JURISDICTION AND VENUE**

16 13. Defendants are subject to the jurisdiction of this Court. Corporate Defendant
17 Jeunesse, at all relevant times, has been engaged in continuous and systematic business in
18 Arizona, and/or has committed tortious and fraudulent acts in Arizona that have caused
19 damages to residents of Arizona. The individual Defendants have, at all relevant times, also
20 been engaged in continuous and systemic business in Arizona and/or have committed tortious
21 acts in Arizona that have damaged residents of Arizona.

22 14. The actions giving rise to this lawsuit were taken by Defendants, at least in part,
23 in Arizona. Plaintiff is a resident of Arizona. In accordance with 18 U.S.C. § 1965(a) and
24 (b), the Defendants are subject to this Court’s jurisdiction in that they “transact affairs” in
25 Arizona and “the ends of justice require that [they] be brought before the Court[.] See
26 U.S.C. § 1965[a] and [b]).

1 15. This Court has personal jurisdiction over defendants pursuant to U.S.C. §
2 1965[b], “the Court may cause such parties to be summoned, and process for the purpose may
3 be served in any judicial district of the United States by the marshal thereof.” (U.S.C. §
4 1965[a] and [b]). Defendants are also subject to the jurisdiction of this Court pursuant to
5 Arizona’s long-arm statute, Ariz. R. Civ. P. 4.2(a), made applicable by Rule 4(e) of the
6 Federal Rules of Civil Procedure.

7 16. Because Plaintiff asserts claims pursuant to the Racketeer Influenced Corrupt
8 Organizations Act (RICO), 18 U.S.C. §§ 1961-1968, this Court has jurisdiction over this
9 action, pursuant to 28 U.S.C. §1331. Because Plaintiff asserts state-law claims under A.R.S.
10 §§ 44-1521, *et. seq.*, this Court may exercise supplemental jurisdiction, pursuant to 28 U.S.C.
11 §1367.

12 17. Venue is proper in this District, pursuant to 28 § 1391(b) and (c) and 18 §
13 1965(a) and (b), because a substantial number of the acts and transactions that precipitated
14 Plaintiff’s claims (and the claims of the classes) occurred within this District. Defendants did
15 (or solicited) business, and transmitted communications by mail or wire, relating to their
16 illegal pyramid, in this district; transacted their affairs, in this judicial-district; and committed
17 wrongful acts in this district, which have directly impacted the general public (of this district),
18 and the ends of justice do require that parties residing in other districts be brought before this
19 Court.

20 V.

21 **GENERAL ALLEGATIONS**

22 **A. The Nature of Pyramid Schemes.**

23 18. Although pyramid schemes can take various forms, they are at their core
24 inherently illegal schemes, by which perpetrators induce others to join, with the promise of
25 profits and rewards from a putative business. The reality of the schemes, however, is that
26

1 rewards to those that join come almost exclusively from the recruitment of new
2 participants/victims to the scheme.

3 19. “Like chain letters, pyramid schemes may make money for those at the top of
4 the chain or pyramid, but ‘must end up disappointing those at the bottom who can find no
5 recruits.’” *Webster v. Omnitrition Int'l, Inc.*, 79 F.3d 776, 781 (9th Cir. 1996) (quoting *In re*
6 *KoscotInterplanetary, Inc.*, 86 F.T.C. 1106, 1181 (1975)), *affd mem. sub nom., Turner v.*
7 *FTC.*, 580 F.2d 701 (D.C. Cir. 1978)). As such, “[p]yramid schemes are-said to be inherently
8 fraudulent[.]” 79 F.3d at 781.

9 20. Pyramid schemes are characterized as: “the payment by Associates of money to
10 the company in return for which they receive (1) the right to sell a product and (2) the right to
11 receive in return for recruiting other Associates into the program rewards which are unrelated
12 to sale of the product to ultimate users.” *Omnitrition*, 79 F.3d at 781 (quoting *Koscot*, 86
13 F.T.C. at 1180); *FTC v. Burnlounge, Inc.*, 753 F.3d 878, 880 (9th Cir. 2014).

14 21. According to the Ninth Circuit, the satisfaction of the second element of the
15 *Koscot* test is the *sine qua non* of pyramid scheme: “As is apparent, the presence of this
16 second element, recruitment with rewards unrelated to product sales, is nothing more than an
17 elaborate chain letter device in which individuals who pay a valuable consideration with the
18 expectation of recouping it to some degree via recruitment are bound to be disappointed.”
19 *Omnitrition*, 79 F.3d at 782.

20 22. The Ninth Circuit has adopted the *Koscot* standard and has held that “the
21 operation of a pyramid scheme constitutes fraud for purposes of several federal antifraud
22 statutes.” *Omnitrition*, 79 F.3d at 782; *F.T.C. v. BurnLounge, Inc.*, 753 F.3d 878, 880 (9th Cir.
23 2014).

24 23. Arizona law also renders pyramid schemes illegal. Arizona law defines a
25 pyramid scheme as follows:

26 “Pyramid promotional scheme” means any plan or operation by which a
participant gives consideration for the opportunity to receive

1 compensation which is derived primarily from any person's introduction
2 of other persons into participation in the plan or operation rather than
3 from the sale of goods, services or intangible property by the participant
or other persons introduced into the plan or operation.

4 Ariz. Rev. Stat. Ann. § 44-1731.

5 24. The presence of other terms does not change the identity of the scheme:

6 A limitation as to the number of persons who may participate or the
7 presence of additional conditions affecting eligibility for the opportunity to
8 receive compensation under the plan or operation does not change the
9 identity of the scheme as a pyramid promotional scheme nor is it a defense
under this article that a participant, on giving consideration, obtains any
goods, services or intangible property in addition to the right to receive
compensation.

10 Ariz. Rev. Stat. Ann. § 44-1735(B).

11 25. On October 19, 2015, TruthInAdvertising.org (“TINA”) sent a letter to the
12 Federal Trade Commission (“FTC”) informing the FTC of the results of TINA’s investigation
13 into Jeunesse’s illegal pyramid scheme. [See TINA Letter to FTC, attached hereto as Exhibit
14 A].

15 26. Among other findings, TINA’s investigation revealed the following:

- 16 • “TINA.org’s investigation revealed a host of issues, including,
17 among other things, an emphasis on recruitment over product sales,
18 and claims made by the company, as well as its medical advisory
19 board, that its products can manipulate human genes and cells to
slow the aging process.”
- 20 • “TINA.org found that Jeunesse and its distributors are using
21 deceptive income claims regarding the financial gains consumers
22 will achieve by becoming distributors. For example, Jeunesse
23 advertises that those who sign-up for its business opportunity can
24 make over \$26,000 per week. Its distributors also make unrealistic
25 financial promises, such as being able to make millions of dollars
26 per year. The problem is that the vast majority of these income
claims contain no disclosure, let alone a legally appropriate one.
TINA.org has compiled over 60 instances of these types of income
claims, which are all available at
[https://www.truthinadvertising.org/jeunesse-income-claims-
database/](https://www.truthinadvertising.org/jeunesse-income-claims-database/).”

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- “Based on this information, we contacted the company on September 25, 2015 notifying it of TINA.org’s findings of inappropriate income and health claims made by Jeunesse and/or its distributors, and asked that the company remedy the deceptive marketing immediately. While the company admitted that ‘misrepresentations of the kind that [TINA.org] allege[s] clearly are prohibited by our rules of conduct’ and indicated that it ‘is in the process of adding new fulltime employees to the compliance group in the coming weeks,’ over three weeks have past[sic] since TINA.org’s initial warning and the majority of examples of deceptive health and income claims published in our databases – including marketing materials created by the company itself – are still up on the Internet.”

10 27. Randy Ray, Chief Executive Officer, Jeunesse, and Greg Hogenmiller, Deputy
11 General Counsel, Jeunesse, were copied on TINA’s letter to the FTC.

12 28. Upon information and belief, Jeunesse has taken no action to remedy the
13 violations uncovered by TINA.

14 29. Pyramid schemes that masquerade as legitimate multi-level marketing
15 (“MLM”) companies soil the reputation of the MLM industry. Rogue companies like
16 Jeunesse give legitimate operators a bad name. In response, the FTC has been taking more
17 aggressive steps and actions against those rogue actors, and shutting down their unlawful
18 business operations. For example, in 2007, the FTC took action against Burnlounge Inc., for
19 operating a pyramid scheme in violation of Section 5(a) of the FTC Act. Burnlounge was
20 offering its associates the opportunity to participate in cash rewards in exchange for an initial
21 fee, plus recurring monthly fees. Members were paid automatic signup bonuses for selling
22 higher priced packages to new associates. The matter was heavily litigated, and ultimately
23 reached the Ninth Circuit Court of Appeals. *See F.T.C. v. BurnLounge, Inc.*, 753 F.3d 878
24 (9th Cir. 2014). The Ninth Circuit rendered its opinion in 2014, finding that BurnLounge’s
25 business model focused on recruitment, and that the rewards paid, in the form of cash
26 bonuses, were primarily earned for recruitment, as opposed to merchandise sales to
consumers. *Id.* at 886. The court placed an emphasis on the fact that recruiting was built into

1 the compensation structure, in that recruiting led to eligibility for cash rewards, and the more
2 recruiting the higher the rewards. *Id.* at 884. Thus, the court found BurnLounge’s focus was
3 on promoting the bonus and commission program rather than selling the company’s products
4 to end retail users. *Id.*

5 30. On August 1, 2015, the FTC took action against VEMMA and alleged that it
6 was a pyramid scheme based on representations made in promotional videos, in which
7 representatives discussed its compensation model and alleged income opportunities.
8 VEMMA used a binary-based compensation model almost identical to the one at issue in this
9 case. Like Jeunesse’s binary compensation plan, VEMMA affiliates earned financial rewards
10 for building two teams of affiliates, who were then charged with recruiting additional
11 affiliates. The FTC is arguing that the emphasis of VEMMA’s sales culture is recruitment,
12 thus the *product is merely incidental to the business opportunity*.

13
14 **B. Defendants’ Enterprise Constitutes a Pyramid Scheme.**

15 31. Jeunesse has at least two separate compensation plans—a public compensation
16 plan (the “Public Compensation Plan”) and a private compensation plan involving secret,
17 undisclosed backroom deals offered to those believed to be “quality” recruits, typically top
18 earners in other network marketing companies with established downlines (the “Secret
19 Compensation Plan”). Both compensation plans further Jeunesse’s operation of an illegal
20 pyramid scheme because both plans revolve around recruitment. A distributor’s compensation
21 is derived from successfully recruiting new distributors (not product sales to ultimate end
22 users), or, as in the case of the undisclosed, Secret Compensation Plan, luring and importing
23 entire downlines or “teams” from other network marketing companies.

24 32. Defendants have operated and promoted their fraudulent schemes throughout
25 the United States through the use of the U.S. mail and interstate wire communications.
26 Through their creation and operation of their pyramid scheme, Defendants specifically

1 intended to, and did in fact, defraud their distributors — including Plaintiff and the members
2 of the Class.

3 **C. The Jeunesse Public Compensation Plan.**

4 33. Jeunesse’s public compensation plan is referred to as a “Binary” plan. In this
5 plan, participants are required to build two separate organizations (“legs”), where participants
6 derive compensation based off of a percentage of volume generated from their downline.

7 34. At the bottom rung of this operation is a network of so-called Distributors.
8 Jeunesse purports to sell its products through the Distributors, but, in fact, few of Jeunesse
9 products are ever sold to anyone other than its Distributors. Because its Distributors are the
10 actual customers and ultimate users of its products, Jeunesse requires an ever-expanding
11 network of new Distributors in order to keep the pyramid scheme running.

12 35. Under the Jeunesse Public Compensation Plan, Distributors are able to earn
13 income primarily from two sources: (1) bonuses for recruiting and sponsoring new
14 representatives, and (2) commissions from sales of products and services to themselves and to
15 the recruits in their “downline,” including a 20% “Check Match” on all commissions received
16 by personally sponsored distributors.

17 36. The term “Downline” is commonly used to represent a cluster of people in a
18 participant’s organization.

19 37. Jeunesse operates as an illegal pyramid scheme in part because its Public
20 Compensation Plan revolves around a recruitment-oriented message, in which a Distributor’s
21 compensation derives from successful recruitment of new distributors. “Courts . . . have
22 consistently found MLM businesses to be illegal pyramids where their focus was on
23 recruitment and where rewards were paid in exchange for recruiting others, rather than simply
24 selling products.” *F.T.C. v. BurnLounge, Inc.*, 753 F.3d 878, 885 (9th Cir. 2014). A
25 Distributor receives rewards which are unrelated to the sale of products or services to ultimate
26 users outside of the Jeunesse pyramid. *See United States v. Gold*, 177 F.3d 472, 480 (6th Cir

1 1999) (*quoting In re Koscot Interplanetary, Inc.*, 86 F.T.C. 1106, 1187 (1975)). Such a
2 scheme is deemed inherently fraudulent under federal and Arizona law.

3 38. New entrants into this pyramid scheme are effectively required to make a
4 minimum initial investment from \$249.90 up to \$1,849.90, by paying a \$49.95 startup fee,
5 and purchasing at least the \$199.95 Basic Product Package (if not the \$1,799.95 Jumbo
6 Package). All of the exorbitant costs are paid in order to stay “Active” and “Qualified,”
7 which is necessary to be compensated under the scheme.

8 39. Because Jeunesse’s Distributors essentially do not sell products to consumers
9 (who are not also distributors), they only obtain return on their investment by recruiting new
10 distributors (who then buy products). This results in payouts alleged to be “bonuses” and
11 “commissions.” When a company incentivizes the recruitment of new participants over
12 product sales, rewards to participants are not considered sales to ultimate users. *BurnLounge*,
13 753 at 887; *see United States v. Gold*, 177 F.3d 472, 481 (6th Cir 1999).

14 40. Jeunesse is a classic pyramid scheme with charismatic leaders/founders at the
15 top of its enterprise. In this case, Defendants Lewis and Ray are those leaders. Defendants
16 Lewis and Ray are supported by various businesses and individuals (usually high ranking
17 representatives of the company), such as the other individual Defendants, and unnamed
18 Diamond Director co-conspirators, who disseminate its marketing materials, and promote the
19 scheme to individuals through seminars, promotional videos, and websites. These
20 conspirators instruct other "liked-minded" individuals to duplicate their “system” as soon as
21 possible, to further the conspiracy.

22 41. In sum, Jeunesse’s emphasis on selling product packages to recruits is not based
23 upon real consumer demand for its products, but instead by the new recruit’s desire to earn
24 greater commissions and bonuses under the Jeunesse Public Compensation Plan.

25

26

1 42. From its inception in 2009, Jeunesse has utilized a compensation-plan document
2 that describes a compensation structure that amounts to a fraudulent and illegal pyramid
3 scheme, both by its very terms, and by its implementation in practice.

4 43. Defendants recruit new victims into the Jeunesse pyramid scheme by offering
5 them the opportunity to become “Jeunesse distributors.”

6 44. To become a Jeunesse distributor a participant is required to purchase “the
7 mandatory \$49.95 Starter Kit.” [See Jeunesse Opportunity Plan, attached hereto as Exhibit B].

8 45. According to Diamond Director Steve Green, with the purchase of the \$49.95
9 Starter Kit, “you get to plug into a *bona fide* billion dollar world-wide platform. You can
10 build an international business from your living room, for \$49.95. It’s a steal, right?”¹

11 46. In addition to paying the one-time \$49.95 start-up fee, the new Jeunesse
12 Distributor is then encouraged to join as an “Active” distributor.

13 47. The new distributor becomes “active” by selecting a product package from the
14 company ranging in price from \$199 to \$1,799.00. The product packages contain a mixture
15 of various Jeunesse products.

16 48. New distributors are strongly encouraged to purchase one of the more expensive
17 product packages. These initial product purchases, after all, generate the funds that fuel the
18 Jeunesse pyramid scheme. With regard to the initial product package purchase, Defendants
19 tell new and prospective distributors: “The more you spend, the more you get. And is
20 inventory an advantage in our business? Yes!”²

21 49. In reality, a new distributor’s only hope of recouping his or her money is to
22 recruit new victims for the scheme.

23 50. When a Jeunesse distributor recruits a new individual into his or her downline,
24 and the new individual “activates” by purchasing a Jeunesse product package, the distributor

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¹ https://www.youtube.com/watch?v=FDKUR_q-nu0

26 ² https://www.youtube.com/watch?v=FDKUR_q-nu0

1 who enrolled the new individual into his downline receives a “Customer Acquisition Bonus”
2 ranging from \$25 to \$250, depending on the price of the product package purchased.

3 51. When a Jeunesse distributor recruits a new distributor who purchases a product
4 package, the following recruitment commissions are paid out:

- 5 • Basic Package (\$199.95) – \$25 commission
- 6 • Supreme Package (\$499.95) – \$100 commission
- 7 • Jumbo Package (\$799.95) – \$200 commission
- 8 • 1-Year Jumbo Package (\$1799.95) – \$200 commission
- 9 • Ambassador Package (\$1099.95) – \$250 commission

10 These bonuses are paid regardless of whether any Jeunesse product is sold to ultimate end-
11 users outside the distribution channel. As one Jeunesse recruitment video states: “These
12 bonuses are paid when you introduce a new distributor who goes on to purchase one of the
13 Jeunesse Product packages when they get started.”³

15 52. To earn such recruitment commissions, there is no requirement that any
16 Jeunesse product be sold outside the distribution channel.

17 53. After the new distributor “activates” by purchasing a Jeunesse product package,
18 new distributors are told they then need to “qualify” to earn “team commissions.” As the
19 Jeunesse Public Compensation Plan provides:

20 In order to qualify for this powerful income stream, you need to accumulate
21 100 Personal Volume (PV) points in one month during the first year (which
22 ends on your renewal date) from your customer’s purchases through your
23 website or your personal purchases and personally enroll two Distributors
24 who each accumulate 100 PV within one month. Place one of these
Distributors on your left team and one on your right team. This will
activate your position so that you may now be eligible to earn Team
Commissions.

25 *See Opportunity (Ex. B).*

26 ³ <https://www.youtube.com/watch?v=oObOn1uLOnI>

1 54. Purchases of product packages by Distributors and new recruits generate
2 particular “commissionable volume” point values (“CV”), as follows:

- 3 • Basic Package 100 (CV)
- 4 • Supreme Package 300 (CV)
- 5 • Jumbo Package 400 (CV)
- 6 • 1 Year Jumbo Package 500 (CV)

7 55. When a distributor recruits two new victims, places them on the left and right
8 side of the binary and then “activates” those new individuals, the Distributor becomes an
9 “Executive.” Defendants tell new and potential distributors:

10 Think of the Executive as the brick in the Jeunesse house you are going to
11 build. And the more executives you create in your organization, the bigger
12 your Jeunesse house and the more money you are going to make ... Create
‘Executives.’ That’s the game here. You create ‘Executives.’”⁴

13 56. To “create executives” there is no requirement that any Jeunesse product be sold
14 to any customer outside the distribution channel.

15 57. Jeunesse Distributors are rewarded for enrolling new victims into Jeunesse and
16 encouraging those new distributors to “activate” by purchasing a product package. Each
17 product package is assigned a point level based on the overall cost of the package. Based on
18 the accumulation of such points in the distributor’s downline a distributor is eligible to earn
19 team commissions. As one Jeunesse recruitment video explains:

20 Every product and product package has a point total attached to it known as
21 a commissionable volume or CV.... When 300 CV have been accumulated
22 in one team (it doesn’t matter which one) and 600 CV points in the other
23 you will earn a team commission of \$35.00 and you keep earning 35.00
24 every time this happens....So as your team grows, you will receive 35
dollar bonuses over and over again. And the most amazing thing is this can
happen up to 750 times each week! Meaning you could earn up to \$26,250
in just seven days.⁵

25 _____
26 ⁴ https://www.youtube.com/watch?v=FDKUR_q-nu0

⁵ <https://www.youtube.com/watch?v=oObOn1uLONl>

1 58. New recruits are told that it is easy to earn such commissions under the Jeunesse
2 Public Compensation Plan:

3 The real key to building your business and developing a sizable monthly
4 income with Jeunesse is to build your sales team....The more people you
5 encourage to join and the more you help them succeed the more you
6 earn.... And don't worry, *its easy*. All you need to do is accumulate 100
7 Personal Volume or PV points in one month and enroll two distributors,
8 one on your left team and one on your right who have each generated 100
9 personal volume points in one month during the first year of joining. Once
10 you've qualified as an executive, its time to start building your two teams
11 so that your business starts to grow and you're eligible for more and more
12 commissions.⁶

13 59. The opportunity to earn commissions and residual income for life is the main
14 selling point of the Jeunesse "business opportunity." Team Commissions are paid out using a
15 binary compensation structure: the recruiting distributor is at the top, and his two subsequent
16 recruits (who have purchased product packages) are each placed in one of the two left/right
17 binary legs. Once one leg reflects a minimum of 300 CV points and the other leg reflects a
18 minimum of 600 CV points, a distributor earns a \$35 payout. The Public Compensation Plan
19 states that this can happen up to 750 times in a week for a total of over \$26,000 in team
20 commissions. *See Opportunity (Ex. B).*

21 60. To lure recruits into the Jeunesse pyramid, Defendants make these specific
22 income claims and then tell potential recruits:

23 What if you did ten percent [of \$26,000]? Would that be okay with you?
24 What if you did ten percent that good? Could you use an extra \$2,600 a
25 week? Could you? That's an extra \$100,000 a year. That's life-changing
26 money... Do you know there are people at this company that they're
maxing this out every single week? Do you know this company has paid
out 500 billion [sic] dollars in commissions to people like you and me who
have been smart enough to align ourselves with this company in front of
this global trend of anti-aging demand, and guess where we all are right
now, we are in the front of that trend and we're all right now being swept

⁶ <https://www.youtube.com/watch?v=oObOn1uLONl>

1 up into a jet stream of momentum carrying to riches...And it starts with
2 team building.⁷

3 61. The basis for promoting Distributors to higher positions in the Jeunesse
4 Pyramid is not success in selling products to customers outside the distribution channel, but
5 rather the recruitment and sponsorship of new distributors—those in his or her “downline.”
6 There are 14 ranks in the Public Compensation Plan of the Jeunesse pyramid. The ranks are
7 based upon a distributor’s ability to recruit new distributors, and the ranks dictate earning
8 rates of the distributors. The ranks, along with their respective qualification criteria, are as
9 follows:

- 10 • Associate (no MLM) – sign up as a Jeunesse affiliate (minimum \$49.95)
- 11 • Distributor – generate 100 PV within a 30 day period
- 12 • Executive – maintain 60 PV a month and recruit 2 Distributors
- 13 • Jade Executive – maintain 60 PV a month and recruit and maintain 4 Executives
14 or 8 Distributors
- 15 • Pearl Executive – maintain 60 PV a month and recruit and maintain 8 Executives
16 or 12 Distributors
- 17 • Sapphire Executive – maintain 60 PV a month and recruit and maintain 12
18 Executives
- 19 • Sapphire Elite – maintain 60 PV a month and Sapphire Executive qualification,
20 in addition to earning at least 60 binary commissions the previous month (an
21 ongoing requirement)
- 22 • Ruby Director – maintain 60 PV a month, have at least two Sapphire qualified
23 legs and have earned at least 200 binary commissions the previous month
- 24 • Emerald Director – maintain 60 PV a month, have at least four Sapphire
25 qualified legs and have earned at least 500 binary commissions the previous
26 month
- Diamond Director – maintain 60 PV a month, have at least six Sapphire qualified
legs and have earned at least 1000 binary commissions the previous month

⁷ https://www.youtube.com/watch?v=FDKUR_q-nu0

- 1 • Double Diamond Director – maintain 60 PV a month, have at least two Diamond
2 Director legs and have earned at least 1500 binary commissions the previous
3 month
- 4 • Triple Diamond Director – maintain 60 PV a month, maintain a downline of at
5 least 10,000 affiliates on autoship, have at least four Diamond legs and generate
6 at least 2,000,000 CV a month in downline sales volume (no more than 500,000
7 CV from any one recruitment line)
- 8 • Presidential Diamond Director – maintain 60 PV a month, maintain a downline
9 of at least 15,000 affiliates on autoship, have at least six Diamond legs and
10 generate at least 3,000,000 CV a month in downline sales volume (no more than
11 500,000 CV from any one recruitment line)
- 12 • Imperial Diamond Director – maintain 60 PV a month, maintain a downline of at
13 least 20,000 affiliates on autoship, have at least eight Diamond legs and generate
14 at least 4,000,000 CV a month in downline sales volume (no more than 500,000
15 CV from any one recruitment leg)

16 62. Defendants recruit victims, and induce them to purchase product packages
17 through false material statements and omissions and then distribute proceeds from these sales,
18 at rates based almost exclusively on participants’ recruitment of new victims—rather than on
19 the sale of products to customers outside the distribution channel. Diamond Director Co-
20 conspirators and the Defendants then siphon off 3% of the total global revenue from Jeunesse
21 to further enrich themselves.

22 63. As a result of investing in the scheme, Plaintiff and the Class have suffered
23 losses in the hundreds of millions of dollars.

24 64. Jeunesse relies on the promise of Team Commissions and “residual” or
25 “passive” income for life to lure new distributors into their pyramid scheme. In practice,
26 Jeunesse accomplishes this goal by having Distributors buy products and monthly packages,
and recruit other new distributors to do the same.

65. Jeunesse Distributors are strongly encouraged to purchase one of the more
expensive product packages.

1 66. The document entitled “The Gameplan” included in the Jeunesse Starter Kit
2 states: “Your first 48 hours to 7 days is crucial—*what you do now* will determine your
3 success in the future.” (emphasis in original). [See Jeunesse Gameplan, attached hereto as
4 Exhibit C].

5 67. Jeunesse emphasizes such urgency because it wants the new distributors to
6 become active, qualified, purchase product packages, sign up for the Jeunesse Autoship
7 Program, and introduce others to the business before the excitement generated by the initial
8 recruitment pitch wears off and the new recruit quits, which generally occurs within a week or
9 two.

10 68. The Gameplan (Ex. C) urges new distributors to choose one of the larger
11 packages. As the Gameplan explains:

12 “The majority of Distributors choose the larger packages for these key reasons:

- 13 a. You will accumulate the 100 PV (Personal Volume) required
14 to qualify as a Distributor.
15 b. You will need to use the products in order to speak about
16 their effectiveness.
17 c. You will need to share your products with people so they will
18 try them.
19 d. Your team will do what you do. If you are using the products
20 and giving out the products for others to try, your team will
21 duplicate your actions.
22 e. You will be paid at a higher rank for a temporary period,
23 during which you will be eligible to receive the Leadership
24 Matching Bonus.

25 69. As Jeunesse Diamond Director Bekki Hurley states in a “start-up” video:

26 If you are coming in looking at this as a business opportunity I am going to
recommend that you go in with one of the higher packages just because you
are going to have some products on hand ... and the total price is going to
be an income tax right off for you[.]⁸

⁸ <https://www.youtube.com/watch?v=O9jmy5FlmkI>

1 70. In order to qualify for commissions in Jeunesse, each affiliate must generate in
2 sales or purchase 100 PV in products within a single month. Thereafter in order to remain
3 commission qualified, each affiliate must maintain 60 PV (Personal Volume) in product
4 volume each month. Thus, to receive any commissions with Jeunesse, a distributor must
5 make at least an initial purchase of a product package, and then continually purchase product
6 packages on a monthly basis regardless of consumer need.

7 71. In order for a distributor to maintain 60 Personal Volume points each month and
8 in order to remain qualified for commissions, Jeunesse strongly encourages that each
9 distributor receive their monthly product packages under the Jeunesse Autoship Program.

10 72. In the “Gameplan” guide, once a product package has been purchased, the next
11 highly recommended step is to immediately enroll in the Jeunesse Autoship program, which
12 will ensure ongoing eligibility for compensation. As the Gameplan (Ex. C) explains:

13 This will ensure you always have the product you need to build your
14 business on a monthly basis. It will also secure the minimum
15 Commissionable Volume. Distributors who are serious about building a
residual income immediately enroll in Autoship.

16 73. As another video states:

17 The whole purpose of this business is to earn residual income; you can’t do
18 that unless you have your Autoship set up for yourself and you get the
19 people who enroll in your business to set up Autoship and you do this on
the day that you enroll them.⁹

20 74. As one Jeunesse team’s Facebook page states:

21 For those of you new to the business, Autoship is a must when setting
22 anyone up with Jeunesse. Autoship is the bloodline of the business and
23 without your people on Autoship your business will take so much longer to
24 grow and your success will be limited.... Don’t short change your business
and ensure that you and everyone in your downline benefits from a strong
25 and healthy Autoship program. Your new distributors will follow what you

26

⁹ <https://www.youtube.com/watch?v=ZAIjMRgWmmo>

1 do. If you don't put them on Autoship, they won't put their people on either
2 and so on and so on.¹⁰

3 75. As another incentive for signing up for Autoship, Jeunesse promises that if a
4 Distributor maintains Autoship, they do not have to pay annual affiliate fees.

5 76. In sum, the Autoship Program is a centerpiece of the Jeunesse Public
6 Compensation Plan. The purchase of product packages by Jeunesse Distributors generate the
7 profits that go to those at the top of the Jeunesse Pyramid. The Jeunesse Autoship Program,
8 and the 60 PV monthly requirement, ensures that profits will continue to flow.

9 77. Not only are distributors strongly encouraged to Autoship their own products,
10 but they in turn strongly encourage those in their downline to do the same. In fact, to reach
11 the highest levels of the Public Compensation plan, a distributor must have thousands of
12 distributors in their downline on the Jeunesse Autoship Program:

13
14 Triple Diamond Director – maintain 60 PV a month, **maintain a downline**
15 **of at least 10,000 affiliates on autoship**, have at least four Diamond legs
16 and generate at least 2,000,000 CV a month in downline sales volume (no
more than 500,000 CV from any one recruitment line)

17 Presidential Diamond Director – maintain 60 PV a month, **maintain a**
18 **downline of at least 15,000 affiliates on autoship**, have at least six
19 Diamond legs and generate at least 3,000,000 CV a month in downline
sales volume (no more than 500,000 CV from any one recruitment line)

20 Imperial Diamond Director – maintain 60 PV a month, **maintain a**
21 **downline of at least 20,000 affiliates on autoship**, have at least eight
22 Diamond legs and generate at least 4,000,000 CV a month in downline
sales volume (no more than 500,000 CV from any one recruitment leg)

23 78. As shown above, and in the Public Compensation Plan, the CV and binary
24 system of payout is extremely difficult to follow. This is why Jeunesse emphasizes the power
25 of duplication in its recruiting videos. New distributors are told to follow an eight-step
26

¹⁰ <https://www.facebook.com/TeamEpicGlobal/posts/834455059953865>

1 system, which is much easier to do than attempt to navigate Jeunesse’s confusing Public
2 Compensation Plan.

3 79. At a Google Hangout held on July 14, 2016, Jeunesse leaders explained the
4 eight-step system one needs to follow to be successful in Jeunesse. Those steps are as
5 follows:

- 6 1. Know your why
- 7 2. Understand your financial goals
- 8 3. Create your list
- 9 4. Contact and Invite
- 10 5. Share the Jeunesse Opportunity
- 11 6. Follow up
- 12 7. Enroll Others
- 13 8. Repeat and teach these steps.¹¹

14 80. As the Jeunesse leaders explained: “This is the magic and this is really where
15 the duplication happens.”¹²

16 81. Not one of those steps involves product sales to consumers outside the
17 distribution channel.

18 82. At that same Google Hangout, Diamond Director Joshua Higginbotham
19 discussed a new Jeunesse product, but made no mention of selling the product to customers
20 outside the distribution channel, but instead using it to recruit people; to “re-launch people, go
21 get back in front of people that quit or dropped out.”¹³

22 83. Higginbotham also made no mention of the Jeunesse secret, inside deals (*i.e.*,
23 business development deals, discussed *infra*). Instead, he discussed the “simple” things a
24 distributor must do to build a team in Jeunesse. “There is no way you can build an army of
25 people that are committed to changing their lives” without doing the first three steps of the
26 eight-step system, Higginbotham stated. As he further explained, “you want to build a
massive team of people who are duplicating a system, possibly globally[.]” To do so, the

¹¹ <https://www.youtube.com/watch?v=a7x8WGm3WRg>

¹² <https://www.youtube.com/watch?v=a7x8WGm3WRg>

¹³ <https://www.youtube.com/watch?v=a7x8WGm3WRg>

1 distributor must be “all in.” “If you want to build a team that’s all in, my question to you is
2 are you all in.”

3 84. Jeunesse leader Katy Holt-Larsen explained that the eight-step system is “so
4 simple... that’s the beauty of it, anyone can follow it and get it done.”

5 85. Double Diamond Director Flora Li urged that you “need to go out right now and
6 get products for yourself and for your team.” Flora Li makes no mention of getting products
7 for the purpose of retail sales. Instead, the goal of buying product packages is to pitch the
8 business opportunity to others so that one can “build a bigger team, a more successful team.”

9 86. Jeunesse expends a great deal of effort to demonstrate how simple it is to earn
10 commissions. New distributors and recruits are told: “Everyone can do this business.”¹⁴

11 87. New and potential distributors are told that to be successful in Jeunesse all you
12 need is “passion.” As stated by Jeunesse Chief Visionary Officer, Scott Lewis:

13 “[Jeunesse is] an opportunity to take your life to the next level, not just
14 your business....If you’re passionate about the movement we’ve created,
15 that’s all you’re going to need. Follow the steps. Be passionate....You
16 know what separates these Diamonds from the rest of the people that don’t
17 make it to Diamond? Its how they deal with adversity. They deal with the
18 same adversity as you, every single day. But they are resilient in the face
19 of adversity.... All you’ve got to do is be passionate because passion is
20 absolutely infectious.... Everything is in your hands.”¹⁵

21 88. Commissions are paid out for the recruitment of new distributors, and not for
22 sales of products to ultimate users outside the Jeunesse pyramid.

23 89. These rewards are illusory, however, as they exist primarily to benefit
24 Defendants and the co-conspirator Diamond Directors, and to lure more victims. Moving up
25 Jeunesse’s ranks is dependent upon bringing in new distributors, who purchase Jeunesse’s
26 product packages. Jeunesse places little, if any, emphasis on product sales to outside

¹⁴ <https://www.youtube.com/watch?v=sovXkavHe9g>

¹⁵ Located on: <https://www.facebook.com/JeunesseHQ/>

1 customers, and lacks the procedural safeguards to prevent self-consumption in order to
2 qualify for bonuses.

3 90. Defendants emphasize recruitment over product sales and stress the importance
4 of recruiting new recruits into the Jeunesse program. For example, in a seminar on teaching
5 how to “maximize” the Jeunesse Compensation Plan, Diamond Director Steve Green focused
6 on team building, not retail sales, and stated: “Everyone knows how to retail a product; that’s
7 easy.”

8 91. Defendant Kim Hui, of Newport Beach, California tells new and potential
9 distributors:

10 So the first way to make money is retail commissions, right. You know we
11 as distributors we get the product at wholesale and then when people buy it,
12 they buy it retail . . . so we get a little retail commission. . . . Now that will
13 be the smallest pay you ever get. OK? I forget about retail commissions for
14 me. . . . I’m in this not to sell product. I’m here to build a global
15 distribution. . . . I’m not a salesperson; I’m a business builder.¹⁶

16 92. Defendants direct new and prospective distributors to follow a “team building”
17 system in order to earn money off of the team they are building. The team building part of the
18 compensation plan “is the core of [the Jeunesse] plan.”

19 93. Jeunesse does not provide adequate, if any, “safeguard” policies and procedures
20 sufficient to ensure adequate product sales to ultimate end users and to prevent inventory
21 loading. Such safeguards are necessary, as a structure with insufficient retail sales will
22 inevitably generate a pyramid scheme that relies on ongoing recruitment to fund commission
23 payments. In *Matter of Amway Corp., Inc.*, 93 F.T.C. 618 (1979), the FTC found that Amway
24 was not operating as a pyramid scheme because it had adopted and enforced certain
25 procedures to prevent inventory loading and to ensure that actual retail sales existed. As
26 noted in *Omnitrition*, the safeguard “policies adopted by Amway were as follows: (1)
participants were required to buy back from any person they recruited any saleable, unsold

¹⁶ <https://www.youtube.com/watch?v=iA0MSa2tAO8>

1 inventory upon the recruit's leaving Amway, (2) every participant was required to sell at
2 wholesale or retail at least 70% of the products bought in a given month in order to receive a
3 bonus for that month, and (3) in order to receive a bonus in a month, each participant was
4 required to submit proof of retail sales made to ten different consumers.” *Webster v.*
5 *Omnitrition Int'l, Inc.*, 79 F. 3d 776, 783 (9th Cir. 1996).

6 94. Jeunesse has a 70% rule within its Policies & Procedures. It states: “In order to
7 qualify for commission and overrides, each distributor must certify with the purchase of
8 product that he/she has sold to retail customers and/or has consumed seventy percent (70%) of
9 all products previously purchased. This is known in the industry as the ‘Seventy Percent
10 Rule’.” [See Jeunesse Policy and Procedures, attached hereto as Exhibit D], § 8.5.

11 95. Jeunesse’s Seventy Percent Rule depends entirely on self-verification and there
12 are no explicit sanctions for a violation. Even if Jeunesse were to take steps to verify this
13 certification, a distributor could meet the terms of the Policy and Procedures by merely
14 consuming the product personally, even if the purchase was motivated by the desire to earn
15 commissions. As such, even if enforced, this rule would not be effective to ensure product
16 sales to individuals outside the distribution network.

17 96. Jeunesse also has no Amway-like “10 Customer Rule” or similar policy.
18 Jeunesse does not even require that a distributor make any product sales to ultimate
19 consumers outside the distribution channel. Pursuant to the Jeunesse Policies & Procedures:
20 “In order to qualify for any compensation payable under the Jeunesse Rewards plan, a
21 distributor *should* make retail sales to the ultimate consumer.” Ex. D § 8.6 (emphasis added).

22 97. Jeunesse has a 1-year return policy for distributors who leave the business. The
23 ability to return product, however, is limited by potential expiration of the product (the
24 product must be in “CURRENT, REUSABLE AND RESALABLE condition”) and, more
25 significantly, by the 70% certification assumed in every distributor’s purchase. *See Policies*
26

1 and Procedures (Ex. D), § 10.5. If the purchase itself certifies that 70% will be sold or
2 consumed, ability to return is assumed to be limited by that certification.

3 **D. The Jeunesse Secret Compensation Plan.**

4 98. Upon information and belief, most of the income earned by Jeunesse's top
5 earners comes from a secret, non-public compensation plan in form of Business Development
6 Deals ("BDD"). An example of one such deal is attached hereto as Exhibit E.

7 99. The Jeunesse Business Development Deals are designed to attract top earners in
8 the network marketing industry and lure them (and the downline that they have built in
9 another network marketing company) to Jeunesse and reward them for bringing those teams
10 to, and enrolling them in, Jeunesse.

11 100. Upon information and belief, one of the rewards for participation in the
12 Jeunesse Secret Compensation Plan is preferential placement in the Jeunesse Genealogy (*i.e.*,
13 the structure of the Jeunesse pyramid).

14 101. The vast majority of Jeunesse participants do not receive additional
15 compensation for their efforts, nor do they receive preferential placement in the Jeunesse
16 Genealogy. They are instead required to build a sales organization pursuant to the Public
17 Compensation Plan.

18 102. The terms of the Jeunesse BDDs vary from recipient to recipient.

19 103. According to Jeunesse's own representatives, Jeunesse's rapid success in the
20 network marketing industry is largely due to these secret BDDs.

21 104. Not only are such deals not disclosed to the public, but Defendants routinely
22 hold out such deal recipients as having achieved certain levels of success in Jeunesse without
23 disclosing that that success is due to the inside deal, and not by organically building a team
24 from scratch pursuant to the Public Compensation Plan.

25

26

1 105. Defendants lure top industry earners to Jeunesse with these inside deals and
2 then the top-earners endorse Jeunesse and induce others to enroll in Jeunesse without
3 disclosing to the public the secret financial arrangement.

4 106. In short, Defendants are luring top network marketers from other companies
5 with very lucrative inside deals and those individuals are then enrolling their teams into
6 Jeunesse. The inside deals are routinely concealed from the public. They are not disclosed to
7 members of the team being brought over and they are not disclosed when these individuals
8 are being held out by the company as reaching specific earnings levels in record time.

9 107. For the “Big Players” in the company, estimated to be about 4-5 individuals, a
10 BDD can be worth up to \$100,000 to \$200,000 a month.

11 108. According to one of the company’s top earners (and beneficiary of a BDD)
12 “nobody [in the industry] can compete with it.”

13 109. Top earning network marketers who have come over to Jeunesse on a BDD,
14 know that the ability to earn the amount of money they are earning on the inside deals is not
15 going to last forever. Accordingly, at least one such deal recipient has stated that he is
16 actively transferring income earned through his BDD into real estate holdings and other
17 businesses.

18 110. Upon information and belief, top BDD recipients are brought to Jeunesse’s
19 home office where there are pitched on the inside deals by the Jeunesse leadership,
20 specifically Wendy Lewis and Randy Ray, and are then presented with a BDD.

21 111. According to one deal recipient, there are four individuals who work out of the
22 Jeunesse home office and all they do is draft and execute BDDs.

23 112. According to one Jeunesse Diamond Director, Jeunesse top earner, Defendant
24 Jason Caramanis earns \$1 million a month from Jeunesse by sitting in his home office and
25 brokering BDDs all day long. According to that Diamond Director, Defendant Caramanis no
26 longer attends Jeunesse conventions and events. Meanwhile, low level Jeunesse distributors

1 are routinely told by the Jeunesse leadership that their future success depends on their
2 attending every Jeunesse event and bringing new recruits to these Jeunesse events.

3 113. One such deal recipient, who was struggling early on with his Jeunesse
4 business, was told by Jason Caramanis to build his business based on the BDDs. When the
5 deal recipient started doing so, he said his Jeunesse income climbed from \$10,000 a month, to
6 \$80,000 a month and then to \$100,000 a month. This \$100,000 a month is based solely on
7 income derived through the BDD and is in addition to income also earned through the
8 Jeunesse Public Compensation Plan.

9 114. Through the Jeunesse Secret Compensation Plan (*i.e.*, BDDs) the deal recipient
10 was able to enroll 30,000 distributors into Jeunesse in one-year alone. If each of those
11 distributors “activated” and “qualified” by paying the \$49.95 startup fee and by purchasing
12 only the Basic Product Package at \$199.95, then the income earned by Jeunesse based on just
13 this one undisclosed BDD is approximately \$7.5 million.

14 115. Upon information and belief, recipients of such deals include Jeunesse top
15 earners Defendants Kim Hui, Jason Caramanis, and former VEMMA top earner, Alex
16 Morton.

17 116. In or about July 2015, on the eve of the FTC bringing claims against VEMMA,
18 upon information and belief, Alex Morton entered into a BDD with Jeunesse. Pursuant to that
19 deal, he was advanced undisclosed sums in exchange for persuading his VEMMA “downline”
20 to join Jeunesse. Within weeks, he was held out to the public as having achieved “Diamond
21 Director” level without having met the requirements of the public plan, and without disclosing
22 the existence or terms of the BDD. As a direct result of this fraudulent concealment, many
23 Arizona residents were lured into the Jeunesse scheme.

24 117. Such deal recipients are routinely held out by Jeunesse as having achieved
25 certain “levels” within the Jeunesse Public Compensation Plan (typically, Diamond Director),
26 without disclosing the existence of the BDD, and thus fraudulently implying to the public that

1 such rapid success can also be achieved by distributors by building a business organization
2 through the Jeunesse Public Compensation Plan.

3 118. Stated somewhat differently, recipients of Jeunesse’s BDDs endorse Jeunesse
4 and the Jeunesse Public Compensation Plan without disclosing that they are being paid for
5 their endorsements through the BDDs. That failure to disclose constitutes fraud. According
6 to the Federal Trade Commission’s Guide Concerning the Use of Endorsements and
7 Testimonials in Advertising, “[w]hen there exists a connection between the endorser and the
8 seller of the advertised product that might materially affect the weight or credibility of the
9 endorsement (*i.e.*, the connection is not reasonably expected by the audience), such
10 connection must be fully disclosed.” 16 C.F.R. § 255.5 (1980).

11 119. Jeunesse distributors who did not receive a BDD and did know about the BDDs
12 consider such endorsements, without disclosing the existence of the BDD, “material.” For
13 example, upon learning about the Diamond Director Cedric Harris’ secret inside deal, one
14 individual stated:

15 Wow, this was sort of discouraging. I have never been in MLM before but
16 signed up on Dec 24 and have worked my ass off and signed up 250+
people in 10 weeks and now have a team of 650+...

17 I watched a team call the other night where Cedric [Harris] was announced
18 as making Diamond level in only TWO months! I didn’t realize you could
19 be appointed that position... I don’t even get any recognition for what I’ve
done and my sponsor sucks.

20 Wow. That’s all I can say.¹⁷

21 120. At a closed-door meeting with members of his team, Jeunesse Diamond
22 Director, Adam Vincent Gilmer, explained that he built his sales organization, not through the
23 Jeunesse Public Compensation Plan, but on inside contracts and private deals (*i.e.*, BDDs):

24 The fastest way to build your sales organization is one, get in, and two,
25 structure your business so that you have contracts [*i.e.*, BDDs] on both
26 sides of your business. To put this in perspective, in the last two days [I

¹⁷ <http://behindmlm.com/companies/90000-secret-backroom-affiliate-deals-jeunesse-lawsuit/>

1 have] written about seventy \$5,000 contracts.... I have built my business
2 like this for the past three years and I've made incredible, incredible income
3 in this company.

4 121. Contrary to Jeunesse's public statements that average, everyday individuals can
5 be successful in Jeunesse (if they simply have "passion") and that new recruits should not
6 discriminate in who they introduce to the business ("Don't prejudge anyone"),¹⁸ Adam
7 Vincent Gilmer explained that he only sponsors what he calls "quality" individuals. As he
8 explained: "I sponsor on purpose... I am very, very specific[.]"

9 122. To become successful in Jeunesse, and contrary to Jeunesse's public statements
10 that all you need is "two people, who then find two people, and so on," Adam Vincent Gilmer
11 stated: "There isn't anybody who sits in the rows that are Diamonds who haven't sponsored a
12 hundred people and all of them on average make \$1.6 million a year."

13 123. This type of "head-hunting" activity conducted by Defendants and the Diamond
14 Director Co-Conspirators is a direct violation of the Jeunesse Policy and Procedures, which
15 provide:

16 Distributors may not target the sales force of another direct sales company
17 to become Distributors or to sell the products of Jeunesse. Distributors
18 may not encourage members of the sales force of another direct sales
19 company to violate the terms of their contract with such company.
Distributors bear the sole risk and sole liability for such activities, which
activities are not endorsed or supported by Jeunesse.

20 *See* Policies and Procedures (Ex. D), § 11.15. Contrary to the express prohibition in the
21 Jeunesse Policies and Procedures, Defendants and the Diamond Director co-conspirators
22 support, endorse, and conduct such prohibited activities (indeed, its their primary business
23 model). Defendants and the Diamond Director co-conspirators are engaging in the wholesale
24 importation of entire "teams" from other network marketing organizations into Jeunesse, all
25

26 _____
¹⁸ <http://www.genyoungtraining.com/pages/skillset.php>

1 the while never disclosing to those team members or to the public that the team leader
2 endorsing, and enrolling them into, Jeunesse is the recipient of an inside deal (*i.e.*, BDD).

3 **E. The Arbitration Provision in Jeunesse’s Policy and Procedures is**
4 **Procedurally and Substantively Unconscionable and Unenforceable.**

5 124. Before becoming a Jeunesse Distributor, prospective distributors, including
6 Plaintiff and members of the Class, are required to sign Jeunesse’s Distributor Agreements,
7 which incorporate the Jeunesse Global Policies and Procedures. Buried in the back of the
8 Jeunesse Global Policies and Procedures there is an arbitration provision. The arbitration
9 provision is provided on a “take-it-or-leave-it” basis with no opportunity for negotiation and
10 is therefore a contract of adhesion. The prospective distributor received no explanation of the
11 arbitration provision and would not have been permitted to become a distributor unless they
12 signed the Agreement that contains the offending, and unenforceable arbitration provision.
13 As a result of the unequal bargaining positions, the overall harshness of the adhesive
14 arbitration provision, Jeunesse’s arbitration provision is procedurally unconscionable.

15 125. The Jeunesse Policies and Procedures provide:

16 **11.6 Arbitration**

17 All disputes and claims related to Jeunesse®, the Agreement, or its
18 products, the rights and obligations of a distributor of Jeunesse®, or any
19 claims or causes of actions relating to the performance of either a
20 distributor or any Jeunesse® under the Agreement, and/or a distributor’s
21 purchase of product(s) shall be settled totally and finally by arbitration in
22 Altamonte Springs, Florida, or such other location as Jeunesse® prescribes,
23 in accordance with the Federal Arbitration Act and the Commercial
24 Arbitration Rules of the American Arbitration Association. There shall be
25 (1) arbitrator, an attorney by law, who shall have expertise in business law
26 transactions, with preference being an attorney knowledgeable in the direct
selling industry, selected from a panel, which the American Arbitration
Association approves. Each party to the arbitration shall be responsible for
its own costs and expenses of arbitration, including legal and filing fees. If
a distributor files a claim or counterclaim against Jeunesse®, a distributor
shall do so on an individual basis and not with any other distributor or as
part of a class action. The decision of the arbitrator shall be final and
binding on the parties and may, if necessary, be reduced to a judgment in

1 any court of competent jurisdiction. This agreement for arbitration shall
2 survive any termination or expiration of the Distributor Agreement.

3 Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over
4 disputes relating to the ownership, validity or registration or any mark of
5 other intellectual property or proprietary or confidential information of
6 Jeunesse®, without Jeunesse's written consent. Jeunesse® may seek any
7 applicable remedy in any applicable forum with respect to these disputes
8 and with respect to money owing to Jeunesse®. In addition to monetary
9 damages, Jeunesse® may obtain injunctive relief against a distributor in
10 violation of the Agreement, and for any violation of misuse of Jeunesse's
11 trademark, copyright or confidential information policies.

12 Nothing in this rule shall prevent Jeunesse® from terminating the
13 Distributor Agreement or from applying to and obtaining from any court
14 having jurisdiction a writ of attachment, a temporary injunction,
15 preliminary injunction and/or other injunctive or emergency relief available
16 to safeguard and protect Jeunesse's interests prior to filing of, or during or
17 following any arbitration or other proceeding or pending the handing down
18 of a decision or award in connection with any arbitration or other
19 proceeding.

20 Nothing contained herein shall be deemed to give the arbitrator any
21 authority, power, or right to alter, change, amend, modify, add to, or to
22 subtract from any of the provisions of the Policies and Procedures, Rewards
23 Plan, or the Distributor Agreement.

24 The existence of any claim or cause of action by a distributor against
25 Jeunesse®, whether predicated on the Distributor Agreement or otherwise,
26 shall not constitute a defense to Jeunesse® enforcement of the covenants
and agreements contained in the Distributor Agreement.

See Policies and Procedures (Ex. D) § 11.6 (the "Arbitration Provision").

126. The Arbitration Provision is unenforceable for at least three independent
reasons: (1) it is an illusory provision that Jeunesse has the power to modify at any time
without notice; (2) it is also substantively unconscionable in that it lacks mutuality, and (3) it
is procedurally unconscionable because it is foisted upon distributors without any opportunity
to bargain, negotiate, or even be informed of the significance of the provision, and it purports
to deny rights guaranteed by statute.

1 127. The Arbitration Provision is illusory because the Policies and Procedures grant
2 Jeunesse the power to unilaterally modify the Arbitration Provision, at any time, and without
3 prior notice, thereby rendering the provision illusory, lacking in consideration and therefore
4 unenforceable.

5 128. Specifically, the Policies And Procedures provide:

6 Jeunesse, at its discretion, reserves the right to amend the Policies and
7 Procedures as set forth therein, its distributor or suggested retail prices,
8 product availability and formulations, and Rewards Plan, as it deems
 appropriate without prior notice.

9 *See* Policy and Procedures (Ex. D), § 11.2. Jeunesse’s unilateral right to modify the
10 Arbitration Provision renders the provision illusory and unenforceable.

11 129. The Arbitration Provision is also unenforceable because it requires that
12 distributors waive their right to a jury trial and access to the courts, but expressly reserves the
13 right for Jeunesse to have access to the courts to seek any remedy:

14 Nothing in this rule shall prevent Jeunesse ... from applying to and
15 obtaining from any court having jurisdiction a writ of attachment, a
16 temporary injunction, preliminary injunction and/or other injunctive or
17 emergency relief available to safeguard and protect Jeunesse’s interests
18 prior to the filing of or during or following any arbitration or other
19 proceeding or pending the handing down of a decision or award in
20 connection with any arbitration or other proceeding.

21 *See* Policy and Procedures (Ex. D), § 11.6. On the one hand, Jeunesse may have access to
22 any and all courts in the United States to seek any remedy, either at law or equity, before a
23 judge or an arbitrator; Jeunesse’s *distributors*, on the other hand, are precluded from
24 accessing any Court or remedy other than through arbitration before the American Arbitration
25 Association; this demonstrates the lack of mutuality in the Arbitration Provision.

26 130. Further, Jeunesse’s Arbitration Provision purports to restrict a distributor’s right
to bring a class action. This class-action restriction further renders the arbitration provision
substantively unconscionable, as it purports to deny distributors a statutory right.

1 131. Because Jeunesse’s Arbitration Provision is unconscionable, lacks mutuality,
2 and/or lacks consideration, the claims of Plaintiff and the Class are not subject to arbitration
3 and this action is properly before this Court. Jeunesse cannot solicit and fraudulently induce
4 victims in Arizona for its illegal pyramid scheme and racketeering enterprise, and evade
5 redress for its violations under Arizona law by seeking to invoke this patently unconscionable,
6 illusory, and unenforceable Arbitration Provision.

7 **VI.**

8 **PLAINTIFF’S CLASS ACTION ALLEGATIONS.**

9 132. Plaintiff was induced to pay money to Jeunesse by numerous misrepresentations
10 (both explicit and by omission), including false claims that Jeunesse is a legitimate network-
11 marketing company and not an illegal pyramid scheme. As the direct and proximate result of
12 such misrepresentations, plaintiff was damaged.

13 133. This action is brought by Plaintiff as a class action pursuant to Federal Rule of
14 Civil Procedure 23.

15 134. Plaintiff seeks relief on behalf of himself and a nationwide class of all persons
16 who were Jeunesse Distributors from September 9, 2009, until the present, and who suffered
17 damages as a result of Defendants’ illegal pyramid scheme (the “Class”). Excluded from the
18 Class are the Defendants, their employees, family members, recipients of BDDs and all
19 affiliates who profited from the scheme.

20 135. Plaintiff also seeks relief on behalf of himself and a subclass for the Arizona-
21 State law claims, which includes all persons who are members of the Class and who were or
22 are residents of Arizona (the “Subclass”).

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1 136. The members of the class and the subclass number in the hundreds of
2 thousands, if not millions,¹⁹ and joinder of all Class members in a single action is
3 impracticable.

4 137. There are questions of law and/or fact common to the class and subclass,
5 including but not limited to:

- 6 i. Whether Defendants are operating an unlawful pyramid scheme;
- 7 ii. Whether Distributors paid money to Defendants in exchange for (1) the
8 right to sell a product and (2) the right to receive, in return for recruiting
9 others into the program, rewards which were unrelated to the sale of the
10 product to ultimate end users outside the distribution channel;
- 11 iii. Whether Distributors were required to make an investment into the
12 pyramid scheme;
- 13 iv. Whether Defendants' conduct constitutes an illegal pyramid scheme under
14 Arizona law;
- 15 v. Whether Defendants omitted to inform Plaintiff and the Plaintiff Class
16 that they were entering into an illegal pyramid scheme where the
17 overwhelming majority of Distributors lose money;
- 18 vi. Whether Defendants failed to disclose the existence of the BDDs to
19 potential distributors who were not BDD recipients;
- 20 vii. Whether Defendants held out BDD recipients as having achieved level of
21 success in Jeunesse without disclosing the existence of the BDD.
- 22 viii. Whether Defendants engaged in acts of mail and/or wire fraud in direct
23 violation of RICO;
- 24 ix. Whether and to what extent the conduct has caused injury to Plaintiff and
25 the Plaintiff class;
- 26 x. Whether Defendants' conduct constitutes an unlawful, unfair and
fraudulent business practice under Arizona law.

¹⁹ Jeunesse Chief Visionary Officer Scott Lewis stated at the Jeunesse University Hollywood Event held in early July, 2016: "What I love about our system is we know that there are over 5,000 people joining this movement every single day." Available at <https://www.facebook.com/JeunesseHQ/>

1 138. These and other questions of law and/or fact are common to the Class and the
2 Subclass, and predominate over any question affecting only individual class members.

3 139. Plaintiff's claims are typical of the claims of the Class and the Subclass in that
4 Plaintiff was a distributor for Jeunesse and lost money as a result of the Jeunesse pyramid
5 scheme and Defendants' racketeering activity.

6 140. Plaintiff will fairly and adequately represent the interests of the Class and the
7 Subclass in that plaintiff's claims are typical of those of the Class and Plaintiff's interests are
8 fully aligned with those of the Class. Plaintiff has retained counsel who is experienced and
9 skilled in complex class-action litigation.

10 141. Class-action treatment is superior to the alternatives, if any, for the fair and
11 efficient adjudication of the controversy alleged herein, because such treatment will permit a
12 large number of similarly-situated persons to prosecute their common claims in a single
13 forum simultaneously, efficiently and without unnecessary duplication of evidence, effort,
14 and expense that numerous individual actions would engender.

15 142. Plaintiff knows of no difficulty likely to be encountered in the management of
16 this action that would preclude its maintenance as a class action.

17 **VII.**

18 **CLAIMS FOR RELIEF**

19 **COUNT I**

20 **JUDGMENT DECLARING THE ARBITRATION PROVISION UNENFORCEABLE**
21 **(Nationwide Class)**

22 143. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein.

23 144. Jeunesse's Policies and Procedures contain an Arbitration Provision. The
24 Arbitration Provision allows Jeunesse to unilaterally resort to the judicial process, while the
25 distributor cannot. This lack of mutuality is unconscionable and unfair.

26

1 145. Jeunesse's Policies and Procedures grant Jeunesse the power to unilaterally
2 modify the terms of the Arbitration Provision at any time and without prior notice, thereby
3 rendering the Arbitration Provision illusory, lacking consideration, and therefore,
4 unenforceable.

5 146. The Arbitration Provision purportedly prevents distributors from seeking relief
6 as a class. Accordingly, the Arbitration Provision's class action prohibition renders the
7 Arbitration Provision substantively unconscionable.

8 147. The Jeunesse Arbitration Provision also requires that distributors waive their
9 right to a jury trial and access to the courts. However, it reserves the right for Jeunesse to
10 apply to any Court having jurisdiction for a writ of attachment, a temporary injunction, or any
11 other relief available to Jeunesse to protect its interests prior to, during, or filing of any
12 arbitration or other proceeding or pending the rendition of a decision or award in connection
13 with any arbitration or proceeding. In essence, Jeunesse may have access to the Courts to
14 seek a remedy; however, distributors are precluded from receiving the same right, thus
15 demonstrating a lack of mutuality in the provision.

16 148. Accordingly, the Court should declare that the Arbitration Provision is
17 procedurally and substantively unconscionable, illusory, lacking consideration, and
18 unenforceable, and that the Plaintiff's claims and Class claims are properly before this Court.

19 **COUNT II**

20 **RACKETEERING ACTIVITY IN VIOLATION OF 18 U.S.C. 1962(c)**
21 **(Nationwide Class)**

22 149. Plaintiff re-alleges each of the preceding paragraphs as if fully set forth here.

23 150. Each defendant is a "person" for purposes of RICO, 18 U.S.C. § 1962, because
24 each defendant is, and was at all relevant times, an individual or entity capable of holding
25 legal or beneficial interest in property.
26

1 151. All of the Defendants in this action collectively form an "enterprise" under
2 RICO, 18 U.S.C. § 1962, in that they are a group of individuals and entities associated in fact,
3 although not a legal entity.

4 152. In the alternative, the Jeunesse pyramid is an enterprise, in that it is an
5 association in fact of all Defendants and others which, although not gathered under any legal
6 entity, operates the illegal pyramid scheme to draw new investors to Jeunesse.

7 153. The Defendants engaged in a pattern of racketeering activity by participating in
8 a scheme and artifice to defraud, in violation of the mail and wire fraud statutes: 18 U.S.C. §§
9 1341 and 1343.

10 154. The Defendants' promotion of an illegal pyramid scheme is a *per se* scheme to
11 defraud under the mail and wire fraud statutes; thus, the Defendants have committed
12 racketeering acts by promoting an illegal pyramid scheme, by using and causing others to use
13 the mail and by transmitting and causing others to transmit, by means of wire in interstate
14 commerce, writing, signs, signals, pictures and sounds, all in furtherance of, and for purposes
15 of, executing a scheme or artifice to defraud, namely an illegal pyramid scheme.

16 155. Each Defendant has promoted the Jeunesse pyramid. Each use of the mail or
17 wire by the Defendants in furtherance of the Jeunesse pyramid is therefore an act of
18 racketeering.

19 156. Moreover, the Defendants have used false and fraudulent pretenses to deceive
20 the plaintiff and the Class, and to thereby obtain money and property from the same. The
21 Defendants have engaged in materially misleading statements of facts, and nondisclosure of
22 particular facts, including:

23 A. Creating the false impression that the majority of investors in the Jeunesse
24 pyramid will profit from their investment by merely working hard and having
25 passion.

26 B. Creating the false impression that Jeunesse has a unique business model that is

1 unusually generous to investors.

2 C. Failing to clearly disclose that the purported success and wealth achieved by the
3 individual Defendants through their participation in the Jeunesse pyramid is no
4 longer possible, and not due to a failure, or a lack of passion.

5 D. Failing to disclose the existence of BDDs, and holding out BDD recipients as
6 obtaining certain levels of success in Jeunesse without disclosing that that
7 success was based on the BDD, not by organically growing the business
8 pursuant to the Jeunesse Public Compensation plan.

9 E. These and other misrepresentations at the heart of the Defendants' enterprise
10 were reasonably calculated to deceive a person of ordinary prudence and
11 comprehension

12 157. All of the Defendants acted with intent to defraud.

13 158. The Defendants' numerous acts of mail fraud and wire fraud amount to a
14 pattern of racketeering activity because they are related and continuous. The pattern consists
15 of more than two acts, which occurred from 2009 until present, and consistently throughout
16 that period. The predicate acts of mail and wire fraud are related because they have had the
17 same or similar purpose: to convince new investors to pay to join the Jeunesse pyramid by
18 paying money to do so, and to convince those investors to, in turn, recruit new investors. They
19 have the same result: convincing investors to join the Jeunesse pyramid by paying money and
20 having those investors recruit new ones to do the same. They have the same perpetrators:
21 Jeunesse's executives, co-founders, and Diamond Director Co-Conspirators; all of whom
22 promote the Jeunesse pyramid. They have the same victims: plaintiff and class members who
23 were fraudulently deceived into investing in the Jeunesse pyramid. Finally, they have similar
24 methods of commission: fraudulent misrepresentations and omissions concerning numerous
25 aspects of Jeunesse's operations made via online presentations, telephone calls, in-person
26 gatherings, and written materials. In short, the predicate acts of wire and mail fraud

1 committed by the Defendants constitute an intricately related set of predicate acts sufficient to
2 meet the relatedness standard.

3 159. Moreover, the predicate acts are continuous. They pose a threat of continued
4 illegal conduct in that the Defendants continue to promote and operate the Jeunesse pyramid
5 and have expressed their intention to continue to do so. Additionally, the predicate acts have
6 extended over a significant period of time — the nearly 7 years that Jeunesse has been in
7 existence. The Defendants' regular business of attracting new Distributors is conducted by
8 ongoing mail and wire fraud that misrepresents that Jeunesse is a legitimate multilevel
9 marketing enterprise and not an illegal pyramid scheme. Without the repeated acts of wire
10 and mail fraud, the Defendants' fraudulent pyramid scheme would not be in existence.

11 160. As a direct and proximate result of the Defendants' acts of mail and wire fraud,
12 plaintiff and the class were injured in their business and property. Each plaintiff was injured
13 in his or her business or property by reason of the Defendants' pattern of racketeering activity,
14 in that plaintiff surrendered valuable consideration of at least \$250, and in most cases much
15 more, in order to participate in the inherently fraudulent scheme promoted by the Defendants.

16 161. Each enterprise alleged above was engaged in, or affecting, interstate commerce
17 by reason of, at least, each of the Defendants' numerous acts or omissions constituting use of
18 the mail or interstate wire communication facilities in furtherance of their scheme to defraud.
19 Additionally, each enterprise affected interstate commerce because the members comprising it
20 engaged in business in several states and made use of the mail and interstate wire
21 communication facilities in the process of doing so by causing marketing and promotional
22 materials for Jeunesse, as well as images, videos, and information to be communicated
23 through regular mail and via the Internet.

24 162. Each of the Defendants is employed by or associated with each enterprise above
25 to conduct or participate, directly or indirectly, in the conduct of the enterprise's affairs
26

1 through a pattern of racketeering activity, *i.e.*, conducting the affairs of, promoting, and
2 otherwise supporting the pyramid scheme.

3 163. Specifically, Defendants Jeunesse, Wendy Lewis, Randy Ray, Scott Lewis, Kim
4 Hui, Jason Caramanis, Alex Morton, and unnamed co-conspirators were involved in the
5 creation and dissemination of marketing materials containing misrepresentations and material
6 omissions regarding Jeunesse and have authorized the Diamond Director Co-Conspirators to
7 direct conference calls, websites, web presentations and speeches that contain numerous
8 misrepresentations and material omissions and that deceive people into participating in the
9 Jeunesse pyramid.

10 164. Pursuant to 18 U.S.C. § 1964, Plaintiff is entitled to recover treble damages,
11 costs, and attorneys' fees.

12 **COUNT III**

13 **RACKETEERING ACTIVITY IN VIOLATION OF 18 U.S.C. 1962(a)**
14 **(Nationwide Class)**

15 165. Plaintiff re-alleges each of the preceding paragraphs as if fully set forth here.

16 166. Revenue derived from the pattern of racketeering activity set forth above, which
17 upon information and belief constitutes a significant portion of the Defendants' total income,
18 was reinvested into the Jeunesse pyramid for at least the following purposes: (1) to expand the
19 operations of the Jeunesse pyramid through additional false and misleading advertising and
20 promotional materials aimed at recruiting new distributors in the Jeunesse pyramid; (2) to
21 facilitate the execution of the Jeunesse pyramid; and (3) to convince existing Distributors in
22 the Jeunesse pyramid to recruit new ones, resulting in harm to plaintiff and the class.

23 167. Plaintiff and the class were injured in their business or property as a result of
24 such reinvestment into the Jeunesse pyramid because they were induced, with funds used to
25 establish new levels of the Jeunesse pyramid, to invest in Jeunesse.

26 168. Pursuant to 18 U.S.C. § 1964, plaintiff and the class are entitled to recover
treble damages, costs, and attorneys' fees.

COUNT IV

**CONSPIRACY TO COMMIT RACKETEERING ACTIVITY IN
VIOLATION OF 18 U.S.C. & 1962(d)
(Nationwide Class)**

169. Plaintiff re-alleges each of the preceding paragraphs as if fully set forth here.

170. The Defendants conspired to violate 18 U.S.C. § 1962(a) and (c) in violation of 18 U.S.C. § 1962(d).

171. Each defendant knew about and knowingly and intentionally agreed to participate in and promote an illegal pyramid scheme. Specifically, the Defendants had a meeting of the minds on an object and course of action, namely, to create, support, and maintain the pyramid scheme for their own financial benefit.

172. Each of the Defendants has committed multiple overt acts in furtherance of the unlawful objects of the pyramid scheme.

173. The plaintiff and the class were injured in their business or property as a result.

174. Pursuant to 18 U.S.C. § 1964, plaintiff and the class are entitled to recover treble damages, costs, and attorneys' fees.

COUNT V

**INJUNCTIVE RELIEF UNDER 18 U.S.C. & 1964(a)
(Nationwide Class)**

175. Plaintiff re-alleges each of the preceding paragraphs as if fully set forth herein.

176. To prevent and restrain ongoing violations of 18 U.S.C. § 1962 by the Defendants, the court should order the Defendants to divest themselves of any interest, direct or indirect, in the enterprise; impose reasonable restrictions on the future activities or investments of the enterprise, including, but not limited to: prohibit the Defendants from engaging in the same type of endeavor as the enterprise engaged in, or order dissolution or reorganization of the enterprise.

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COUNT VI

**CONSUMER FRAUD (ARIZONA LAW)
(Arizona Class)**

177. The Plaintiff re-alleges each of the preceding paragraphs as if fully set forth here.

178. The false representations and omissions or failures to disclose material information by Defendants and the Diamond Director Co-Conspirators, as alleged herein, violated A.R.S. §§ 44-1521, *et seq.*

179. Defendants are engaged in an illegal pyramid scheme as defined under A.R.S. § 44-1731. Defendants utilize this illegal pyramid scheme to intentionally deceive consumers, in Arizona and elsewhere, and has caused injury to Plaintiff and members of the class, and real or potential injury to Arizona consumers.

180. As a result and consequence, Plaintiff, and members of the class were injured, damaged and have suffered damages.

VII.

PRAYER FOR RELIEF

WHEREFORE, The named Plaintiff and the Plaintiff Class request the following relief:

- A. Judgment declaring Jeunesse’s Arbitration Provision unenforceable;
- B. Certification of the Class;
- C. Jury Trial and judgment against the Defendants;
- D. Damages in the amount of the named plaintiff and the class’s financial loss as a result of Defendants’ conduct and for injury to plaintiff and the class’s business and property, all as a result of Defendants violation of 18 U.S.C. § 1964(c);
- E. Permanent injunctive relief enjoining the Defendants from further unlawful,

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unfair, fraudulent, or deceptive acts, including but not limited to, operating and supporting the Jeunesse pyramid;

- F. Restitution and disgorgement of monies;
- G. The cost and expense of suit, including reasonable attorneys' fees, in accordance with 18 U.S.C. § 1964(c);
- H. For general, compensatory, and exemplary damages in an amount yet to be ascertained, but in no event less than \$250 million; and
- I. For such other damages, relief, and pre-and post-judgment interest that the Court may deem just and proper.

RESPECTFULLY SUBMITTED this 28th day of July, 2016.

DICKINSON WRIGHT PLLC

By: s/ David N. Ferrucci
David N. Ferrucci
Jonathan S. Batchelor
David G. Bray
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Attorneys for Plaintiff

PHOENIX 99998-1646 314029v2

EXHIBIT A





October 19, 2015

VIA EMAIL AND OVERNIGHT MAIL

Jessica Rich, Director, Bureau of Consumer Protection
Mary Engle, Associate Director, Division of Advertising Practices
Lois Greisman, Associate Director, Division of Marketing Practices
Federal Trade Commission
600 Pennsylvania Ave. N.W.
Washington, D.C. 20580

Re: Deceptive Marketing for Jeunesse Business Opportunity and Products

Dear Ms. Rich, Ms. Engle, and Ms. Greisman:

I write to inform you of the findings of a recent Truth in Advertising (TINA.org) investigation of Jeunesse Global, LLC (“Jeunesse”), a multilevel marketing company headquartered in Florida that sells and markets, among other things, a variety of skin care products and supplements. TINA.org’s investigation revealed a host of issues, including, among other things, an emphasis on recruitment over product sales, and claims made by the company, as well as its medical advisory board, that its products can manipulate human genes and cells to slow the aging process.¹ In this letter, we highlight two of the deceptive marketing issues.

First, TINA.org found that Jeunesse and its distributors are using deceptive income claims regarding the financial gains consumers will achieve by becoming distributors. For example, Jeunesse advertises that those who sign-up for its business opportunity can make over \$26,000 per week. Its distributors also make unrealistic financial promises, such as being able to make millions of dollars per year. The problem is that the vast majority of these income claims contain no disclosure, let alone a legally appropriate one.² TINA.org

¹ See TINA.org’s What You Should Know About Jeunesse Global, published on October 7, 2015, available at <https://www.truthinadvertising.org/what-you-should-know-about-jeunesse-global/>.

² Jeunesse admits that making over \$26,000 per week is “not typical and represent[s] the maximum weekly income based on Team Commissions cap.” See <http://winwithkenny.jeunesseglobal.com/docs/JeunesseFinancialRewardsPlanUS.pdf>. This disclosure, however, is not found in the overwhelming majority of Jeunesse marketing materials boasting exorbitant financial rewards and is therefore easily overlooked.

has compiled over 60 instances of these types of income claims, which are all available at <https://www.truthinadvertising.org/jeunesse-income-claims-database/>.

Second, TINA.org found that Jeunesse distributors are using a multitude of unsubstantiated health and treatment claims about Jeunesse products, such as being able to cure cancer and other serious illnesses, in order to market the Jeunesse business and its product lines. TINA.org has compiled over 150 instances in which Jeunesse distributors have either made or referenced claims that the Jeunesse product lines can treat, cure, alleviate the symptoms of, prevent, or reduce the risk of developing diseases and disorders. These examples are available at <https://www.truthinadvertising.org/jeunesse-health-claims-database/>.

Based on this information, we contacted the company on September 25, 2015 notifying it of TINA.org's findings of inappropriate income and health claims made by Jeunesse and/or its distributors, and asked that the company remedy the deceptive marketing immediately.³ While the company admitted that "misrepresentations of the kind that [TINA.org] allege[s] clearly are prohibited by our rules of conduct"⁴ and indicated that it "is in the process of adding new fulltime employees to the compliance group in the coming weeks,"⁵ over three weeks have past since TINA.org's initial warning and the majority of examples of deceptive health and income claims published in our databases – including marketing materials created by the company itself – are still up on the Internet.⁶

TINA.org therefore urges the FTC to immediately commence an investigation of the claims being made by Jeunesse and its distributors and take prompt and appropriate enforcement action against those found to be violating the law.⁷

³ TINA.org's September 25, 2015 letter to Jeunesse is available at <https://www.truthinadvertising.org/wp-content/uploads/2015/10/Sept-25-letter-from-TINA-to-Jeunesse.pdf>.

⁴ Jeunesse's September 28, 2015 letter to TINA.org is available at <https://www.truthinadvertising.org/wp-content/uploads/2015/10/Sept-28-ltr-from-Jeunesse-to-TINA.pdf>.

⁵ Jeunesse's October 9, 2015 letter to TINA.org is available at <https://www.truthinadvertising.org/wp-content/uploads/2015/10/Oct-9-letter-from-Jeunesse.pdf>. This letter was sent in response to TINA.org's September 30, 2015 letter to Jeunesse, which is available at <https://www.truthinadvertising.org/wp-content/uploads/2015/10/Sept-30-reply-from-TINA-to-Jeunesse.pdf>.

⁶ As of October 19, 2015, approximately two-thirds of the health claim examples and approximately three-quarters of the income claim examples published in TINA.org's databases are still on the Internet. However, as explained above, the database is merely a sampling of the types of claims at issue. In other words, there are other deceptive health and income claims being used in marketing materials that are not in TINA.org's databases and not addressed by the company.

⁷ TINA.org has also sent a complaint letter to the Attorney General of Florida, where Jeunesse is headquartered. Of note, Jeunesse's Chief Executive Officer, Randy Ray, and another company that he has headed as CEO, Fuel Freedom International, LLC, were the subjects of a Florida Attorney General investigation that resulted in an Assurance of Voluntary Compliance that prohibits Mr. Ray, "whether acting directly or through any corporation," from violating Florida and FTC laws and rules that prohibit false and misleading advertising, among other things. See *In the Matter of Fuel Freedom International, LLC, et al.*, AG Case Numbers L06-3-1090 and L08-3-1028, February 2009 Assurance of Voluntary Compliance, available at <https://www.truthinadvertising.org/wp-content/uploads/2015/10/Fuel-Freedom-International-Executed-AVC.pdf>. Mr. Ray is currently violating this AVC.

Sincerely,



Laura Smith, Esq.
Legal Director
Truth in Advertising, Inc.



Bonnie Patten, Esq.
Executive Director
Truth in Advertising, Inc.

Cc: Randy Ray, Chief Executive Officer, Jeunesse Global, LLC
Greg Hogenmiller, Deputy General Counsel, Jeunesse Global, LLC



EXHIBIT B



OPPORTUNITY



Made in the U.S.A. exclusively for JEUNESSE GLOBAL
650 Douglas Avenue | Altamonte Springs, FL 32714 | 407-215-7414 | JEUNESSEGLOBAL.COM

The statements contained herein have not been evaluated by the Food and Drug Administration.
These products are not intended to diagnose, treat, cure, or prevent any disease.
Not all products are available in all markets.

REV. 2-2015

FINANCIAL REWARDS PLAN

HELPING YOU CREATE A SECURE
FINANCIAL FUTURE

WELCOME TO
JEUNESSE[®]
GENERATION YOUNG

AN OPPORTUNITY TO CREATE WEALTH IN A **BOOMING MARKET**

We are delighted that you have chosen Jeunesse[®] as your business associate as you look to secure your personal financial future. Our aim is to provide you with products that you will be proud to represent and share with others—products that are at the cutting edge of technology and are perfectly positioned in the booming anti-aging marketplace.

As you begin to understand how incredibly powerful and in demand the Jeunesse[®] products really are, the more you will want to recommend them to others. Sharing these innovative products is the key to your success. Your income will be directly related to your efforts in sharing and selling the products, the opportunity, and building a sales organization.

You can participate in the Jeunesse[®] Financial Rewards Plan at whichever level you wish. You decide whether you want to create a part-time income through retail sales or build a full-time business.

YOU
CONTROL YOUR
DESTINY.



SIX WAYS TO EARN INCOME WITH JEUNESSE'S POWERFUL FINANCIAL REWARDS PLAN

1. RETAIL PROFIT

At any level in Jeunesse®, Distributors are able to purchase products at the wholesale price for personal use. As a Distributor, you are also able to resell Jeunesse® products and earn a retail profit. You can earn between 20% to 45% retail profit on each sale.

Example: You pay \$83.95 for a product and sell it at the suggested retail of \$134.95—you earn a \$51.00 retail profit!

CUSTOMER LOYALTY PROGRAM

Our Preferred Customer Program is great for friends and family members who just want to benefit from using Jeunesse® products. By becoming a Preferred Customer, they can receive a 10% discount from the normal retail price. However, they can receive a 20% discount from the normal retail price providing they enroll in our Autoship program. Since you receive the difference between the wholesale price and the price your Preferred Customer pays, you can benefit too! In this Preferred Customer Program you will need a promotion code from the person who told you about Jeunesse®.

This Preferred Customer Program is not available in all Markets. Please check your country to see if this is available, or if the *Get 2* Program is available.

GET 2, IT'S PAID FOR YOU PROGRAM

Wouldn't it be great if there was an easy way for you to get free product and make money? There is! That's what the *Get 2, It's Paid for You* Program is all about. If you are a Distributor, sign up your first two Preferred Customers (PCs) with product purchase (one will automatically be placed on your left and the second on your right) and you:

1. Get \$50.00 USD
2. Automatically become qualified for the month
3. Send 60 CV points upline
4. Get two FREE bottles of LUMINESCE™ cellular rejuvenation serum*

Sign up an additional two PCs and receive:

1. Get \$50.00 USD
2. Remain qualified for the month
3. Send 60 CV points upline
4. Get ten FREE LUMINESCE™ serum 7 day samples*
5. Custom-made postcards for you to share with your friends and family.

If you have an extra Preferred Customer at the end of an Autoship Month (for example, if you have five in that Autoship Month instead of six), the extra one does not carry over to the next month. *Get 2 It's Paid for You* revolves around an Autoship period: meaning, 30 days after you sign up to get your products shipped automatically.

Note: Each PC (Preferred Customer) must provide the following information upon sign-up, none of which can match that of the Sponsor: billing name (first and last), postal address (entire), and credit card. All three of these items must be different from the Sponsor's. EVERY month these first two PCs reorder their product, you will get your two FREE bottles of LUMINESCE™ cellular rejuvenation serum!

Get 2 Preferred Customers
It's PAID for YOU



(For example, if you Autoship on January 25th, your Autoship end-date is February 24th before 8:30 p.m. [Eastern Standard Time, USA].) There is no limit to how many times you can repeat this offer in an Autoship Month—which means there's no cap on how much money you can earn.*

***Promotion rules:** You must be enrolled in the Autoship program with the Get 2 Program selected in order to receive your free product! Members must be Active and in good standing with the Company to participate in the promotion. Shipping and taxes not included.

When one of your Preferred Customers signs up a pair of Preferred Customers under them, you'll also get:

- A \$25 USD bonus
- 60 CV points sent upline

Get 2 It's Paid for You is specifically targeted to help Distributors get what they want the most: cash bonuses, fabulous products for free, CV points, and samples to help promote business. To read about more information about what Preferred Customers earn in the *Get 2 It's Paid for You*, go to: <http://jeunesseglobal.com/get2.aspx>.

2^{NEW}. FIRST ORDER BONUS

As you personally enroll new Customers into your team, you can earn lucrative First Order Bonuses (FOBs). These bonuses are paid on the purchase of one of the optional Jeunesse® product packages as follows:

PRODUCT PACKAGE:	CV*	FOB
BASIC PACKAGE†	100	\$25
SUPREME PACKAGE†	300	\$100
JUMBO PACKAGE†	400	\$200
1 YEAR JUMBO PACKAGE‡	400	\$200
AMBASSADOR PACKAGE†	500	\$250
CREATE-A-PACKAGE	LOOK BELOW FOR INFO	

CREATE-A-PACKAGE PRICE RATIO

The Create-A-Package option is a great alternative for those who want to customize their initial sign-up order. The Create-A-Package First Order Bonus (FOB) percentages are as follows:

- 100-200 CV = 10%
- 200-300 CV = 12%
- 300 CV+ = 15%

Percentages are based on created package price total

*CV = Commissionable Volume

†Details on all product packages can be found on the Back Office website under the "Shop" tab: <https://backoffice.jeunesseglobal.com/>

‡ Autoship Qualified for a year.

3. TEAM COMMISSION

You can earn powerful Team Commissions weekly as you start to build your Jeunesse® sales teams. These commissions are designed to reward you for helping and supporting those who join your team. The more you help them succeed, the more you can earn from Team Commissions.

In order to qualify for this powerful income stream, you need to accumulate 100 Personal Volume (PV) points in one month during the first year (which ends on your renewal date) from your customer's purchases through your website or your personal purchases and personally enroll two Distributors who each accumulate 100 PV within one month. Place one of these Distributors on your left team and one on your right team. This will activate your position so that you may now be eligible to earn Team Commissions.

As Jeunesse® products and product packages are ordered and sold by those in your team and their customers, volume is created in each of your teams. When 300 Commissionable Volume (CV) points through product sales have been accumulated in one team (it doesn't matter which one) and 600 CV points in the other, you will earn a Team Commission of \$35.

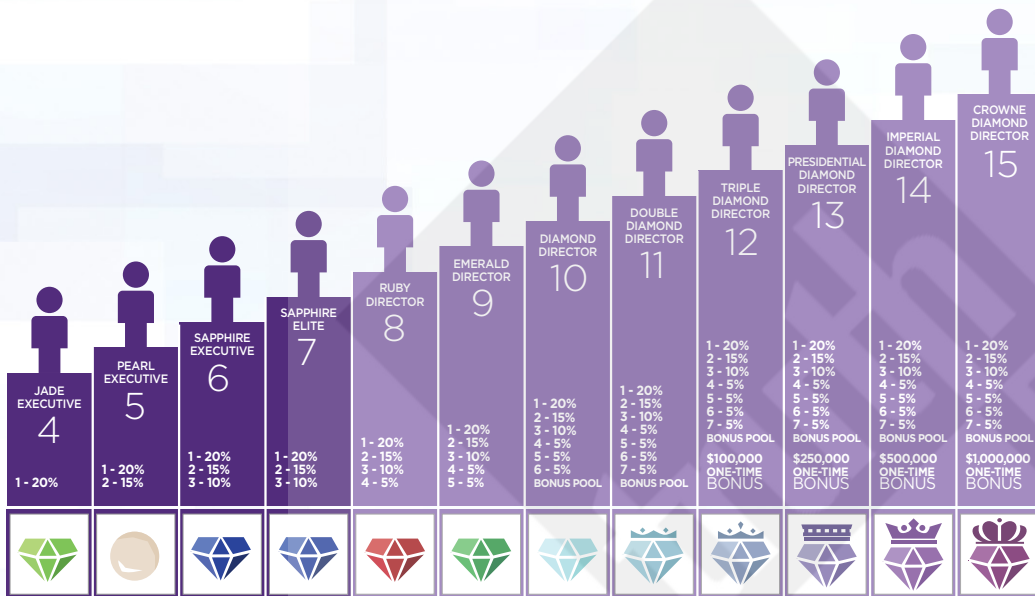
You are able to earn up to 750 Team Commissions per week, which equals a maximum of \$26,260 USD* per week.

*These results are not typical and represent the maximum weekly income based on Team Commissions cap.



4. LEADERSHIP MATCHING BONUS

You can earn Leadership Matching Bonuses on the Team Commissions earned by your personally enrolled team. You can earn this bonus on up to seven levels of your team in each line of sponsorship. Every person you personally enroll creates a new line of sponsorship.



You must personally generate a minimum of 60 PV points each month in order to participate in this bonus. The number of levels on which you can earn the bonus is determined by your rank in the *Financial Rewards Plan*.

5. CUSTOMER ACQUISITION INCENTIVE

You can earn an additional 5% Customer Acquisition Incentive on Level 1 if you have 5 Retail Customers, Preferred Customers, or Wholesale Customers and an additional 10% if you have 10 Retail Customers, Wholesale Customers, or Preferred Customers for the month.

*See income stream/Leadership Matching Bonuses for further details on how the Leadership Matching Bonus works.

**The above description is applicable for Distributors in the US and Canada. Internationally, it is based on whether or not personally enrolled Distributors have enrolled in Autoship.

NON-US/CANADA RULES

5 CUSTOMER

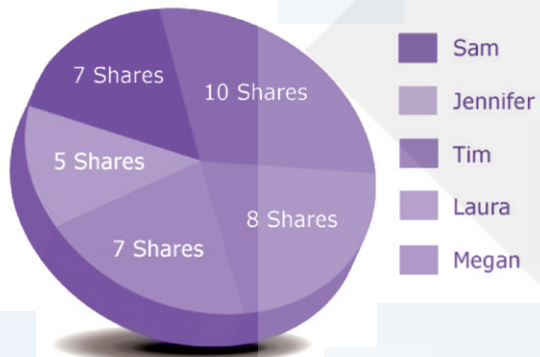
Personally sponsor 5 people enrolled in Autoship every month to be eligible to receive the additional 5% match on personally sponsored Members' Team Commissions. However, when you personally sponsor a new Distributor, the first month this member will count as one of your 5 even though they have not enrolled in or had a successful Autoship. An exception to this is if the newly sponsored Distributor sponsors someone in the first month; if so, the new member will not count for you. Sponsoring a member converts the new enrollee to a Distributor and not a customer, as he is building a business.

10 CUSTOMER

Personally sponsor 10 people who enroll in Autoship in the same month, to qualify for the 10% bonus on Level 1 personally sponsored members' Team Commissions. But if you personally sponsor a new Distributor, the first month they count as one of your 10 people even though they have not enrolled in Autoship. An exception to this is if the newly sponsored Distributor sponsors someone in the first month; if so, they will not count for you as a customer.

6. DIAMOND BONUS POOL

You can earn a share of the Company's global sales by qualifying for our Diamond Bonus Pool. The Company takes 3% of total CV and shares this amongst those qualified to earn this bonus. In order to participate, you must have 10 Customers (Retail, Preferred, or Wholesale) each month in the quarter. Shares are accumulated based on the following criteria: one share is awarded for becoming a Diamond Director, one share is awarded for each month you Diamond qualify in the quarter, one share is awarded for each personally sponsored Diamond, one share is awarded for every 1,000 Team Commissions achieved during the quarter, and one share is awarded for each month you qualify as a Double Diamond or higher.*



Every quarter, the bonus pool is calculated and the bonus is paid out based on the total number of shares you have earned during the bonus period.

To qualify to earn income from the Diamond Bonus Pool, you must have achieved the rank of Diamond or Double Diamond Director or higher.

*Non-US/Canada Distributors only need to have 10 personally enrolled Distributors complete an Autoship order each calendar month of the quarter in order to participate.

“**JEUNESSE**® HAS ONE OF THE **MOST SOUGHT AFTER COMPENSATION PLANS** IN THE MARKET **TODAY.**”





EARNING COMMISSIONS

In order to earn commissions as a Distributor, you must first generate 100 PV points in one month during the first year (which ends on your renewal date). You can generate this volume in the following ways:

- a) Purchases made through your replicated website by Retail or Preferred Customers
- b) By purchasing Jeunesse® products for personal use or resale

You can begin earning Retail Profits, Preferred Customer Bonuses, and New First Order Bonuses immediately upon the purchase of the mandatory \$49.95 Starter Kit.* The Starter Kit is the only purchase required to start earning these commissions. However, in order to take maximum advantage of the Jeunesse® Financial Reward Plan, you must be both Active and Qualified to earn Team Commissions, Leadership Matching Bonuses, and Diamond Bonus Pool income.* (See *Glossary of Terms* for full explanation.)

*The payout figures depicted in this document are intended to explain the components and operation of the Jeunesse® *Financial Rewards Plan*. They are not intended to be representative of the income, if any, that a Jeunesse® Distributor can or will earn through his or her participation in the Jeunesse® opportunity. These figures should not be considered as guarantees or projections of your actual earnings or profits. Any representation or guarantee of earnings, whether made by Jeunesse® or another Distributor, would be misleading. Success with Jeunesse® results only from one's individual successful sales efforts, which require hard work, diligence, and leadership. Your success will depend upon how effectively you exercise these qualities.

The maximum payout in the Jeunesse® *Financial Rewards Plan* is capped at 60% of total company-wide CV. If in any week the total payout of commissions and bonuses exceeds 60% of total Company wide CV, the actual payout will be 60% and all Distributor commissions will be calculated on a pro-rata basis.

*Prices may vary depending on country.

LIFESTYLE REWARDS

Jeunesse® wants to reward you and recognize your success as you build your business. Our *Lifestyle Rewards* Program will enable you to enjoy the luxury lifestyle that your efforts deserve.

EMERALD EXPERIENCE

The best just got better! You and your spouse are invited to join us at the luxurious Grand Wailea Resort in Hawaii for five days of fun in the sun. Wine and dine with other leaders and the Company owners, and learn from experts and leaders at our exclusive Leadership Development Event. This incredible experience will be something you'll want to share with your entire team. You must be a Qualified Emerald Director for three months during the calendar year and be Active to participate in the *Emerald Experience*.*

DIAMOND DISCOVERY

This is it—the Diamond lifestyle is yours! You've earned it and we want to reward you not just once, but year after year! As a Diamond Director, you and your spouse will join us on our annual six-day *Diamond Discovery*. We'll be heading to some of the world's most exclusive five-star resorts and experiencing some incredible adventures together. This is the ultimate dream lifestyle—life as a Diamond Director with Jeunesse®. To participate in the *Diamond Discovery*, you must be qualified at the Diamond Director level for a minimum of three months in the calendar year and be Active in the business.

Note: You must meet the qualifications for each trip 60 days prior to attend. You will be notified in writing that you are qualified. You must be actively building your Jeunesse® business and be a Jeunesse® member in good standing. All trips are non-refundable and non-transferable. Spouse is defined as one's husband or wife. No cash substitutes are allowed. These trips are designed to promote learning experiences, team building and leadership bonding.

*You may only participate in this experience the first year you meet the qualification criteria.



JEUNESSE® STAIRWAY TO SUCCESS

As you progress towards building your Jeunesse® business, there are 15 different ranks that you can achieve in our Financial Rewards Plan. Progressing up our Stairway to Success will be based on the time and effort you put into your business.

EXECUTIVE LEVELS

ASSOCIATE

As a Jeunesse® Associate, you can begin earning Retail Profit, Preferred Customer Bonuses, and New First Order Bonuses immediately upon the purchase of the mandatory Starter Kit.* The Starter Kit includes your personal replicated website with a retail store and shopping cart. You will also receive your virtual Business Management System with all the management tools you need to run your business effectively. Associates do not earn or generate points.

DISTRIBUTOR

To achieve the rank of Distributor, you must have purchased a mandatory Starter Kit and accumulated 100 PV within a 30-day period within one year of purchasing your Starter Kit. You may generate the 100 PV by purchasing product yourself for resale or personal use, or through Retail, Preferred, or Wholesale Customers who purchase product through your replicated website.

EXECUTIVE

To achieve the rank of Executive, you must first become a Distributor, and then have personally enrolled 2 Distributors (1 in each team) who have each generated 100 PV in one month within one year of joining. As an Executive, you are now Qualified to earn Team Commissions. There is no time limit on achieving the Executive position. You are paid \$35 Team Commissions as an Executive.*

*The maximum payout in the Jeunesse® *Financial Rewards Plan* is capped at 60% of total company-wide CV. Commissions, bonuses, and all income may be subject to this cap and adjusted from time to time.

JADE EXECUTIVE

You must be a Qualified Executive with 4 personally enrolled Executives (minimum of 1 in each team) or 8 personally enrolled Distributors (minimum of 3 in each team) who have each generated 100 PV in one month. Earn \$35 Team Commissions. Earn one level of Leadership Matching Bonuses.*

PEARL EXECUTIVE

You must be a Qualified Executive with 8 personally enrolled Executives (minimum of 2 in each team) or 12 personally enrolled Distributors (minimum of 3 in each team) who have each generated 100 PV in one month. Earn \$35 Team Commissions. Earn two levels of Leadership Matching Bonuses.*

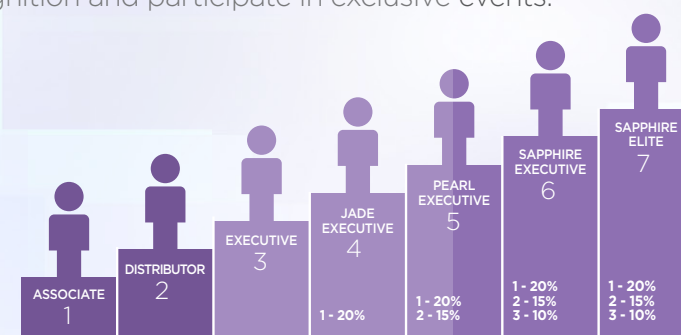
SAPPHIRE EXECUTIVE

You must be a Qualified Executive with 12 personally enrolled Executives (minimum of 3 in each team) who have each generated 100 PV in one month. Earn \$35 Team Commissions. Earn three levels of Leadership Matching Bonuses.*

SAPPHIRE ELITE

You must be a Qualified Sapphire Executive and have earned 100 Team Commissions in the preceding month. Earn \$35 Team Commissions. Earn three levels of Leadership Matching Bonuses.* Earn special recognition and participate in exclusive events.

START HERE



DIRECTOR LEVELS

RUBY DIRECTOR

You must be a Qualified Sapphire Executive with at least two different Qualified Sapphire legs** and have earned 200 Team Commissions in the preceding month. Earn \$35 Team Commissions. Earn four levels of Leadership Matching Bonuses.*

EMERALD DIRECTOR

You must be a Qualified Sapphire Executive with at least four different Qualified Sapphire legs** and have earned 500 Team Commissions in the preceding month. Earn \$35 Team Commissions. Earn five levels of Leadership Matching Bonuses.* Participate in our *Emerald Experience* when you have earned 500 Team Commissions within a calendar month and maintained the Emerald rank qualification for at least three months of the year.

DIAMOND DIRECTOR

You must be a Qualified Sapphire Executive with at least six different Qualified Sapphire legs** and have earned 1000 Team Commissions in the preceding month. Earn \$35 Team Commissions. Earn six levels of Leadership Matching Bonuses.* Participate in the *Diamond Discovery* when you have earned 1000 Team Commissions within a calendar month and maintained the Diamond rank qualification for at least three months of the year.

DOUBLE DIAMOND DIRECTOR

You must be a Qualified Diamond Director with at least two different Diamond Directors legs and have earned 1500 Team Commissions in the preceding month. Earn \$35 Team Commissions. Earn seven levels of Leadership Matching Bonuses and qualify to participate in the Diamond Bonus Pool.* Attend our annual *Diamond Discovery* once you have maintained the Double Diamond qualification for at least three months of the year.

**A 'Sapphire leg' is defined as a personally sponsored Member that has one Qualified Sapphire within their personal group. Only one Qualified Sapphire per leg counts to define a Sapphire leg. Multiple Qualified Sapphires within a leg do not count as multiple Sapphire legs.



TRIPLE DIAMOND DIRECTOR

You must be a Qualified Diamond Director with at least 4 different Diamond Legs and have accumulated 2,000,000 CV in Personal Group Volume in one calendar month. You must maintain this rank for two consecutive months. No more than 500,000 CV from any line of sponsorship counts towards the total 2,000,000 CV. You must also have 10,000 Distributors with successful Autoship from the qualifying Distributors' Personal Group. Earn seven levels of Leadership Matching Bonuses and qualify to participate in the Diamond Bonus Pool.* Attend our annual *Diamond Discovery* once you have maintained the Triple Diamond qualification for at least three months of the year. You will earn a one-time bonus of \$100,000 paid at next major corporate event and presented on stage.

PRESIDENTIAL DIAMOND DIRECTOR

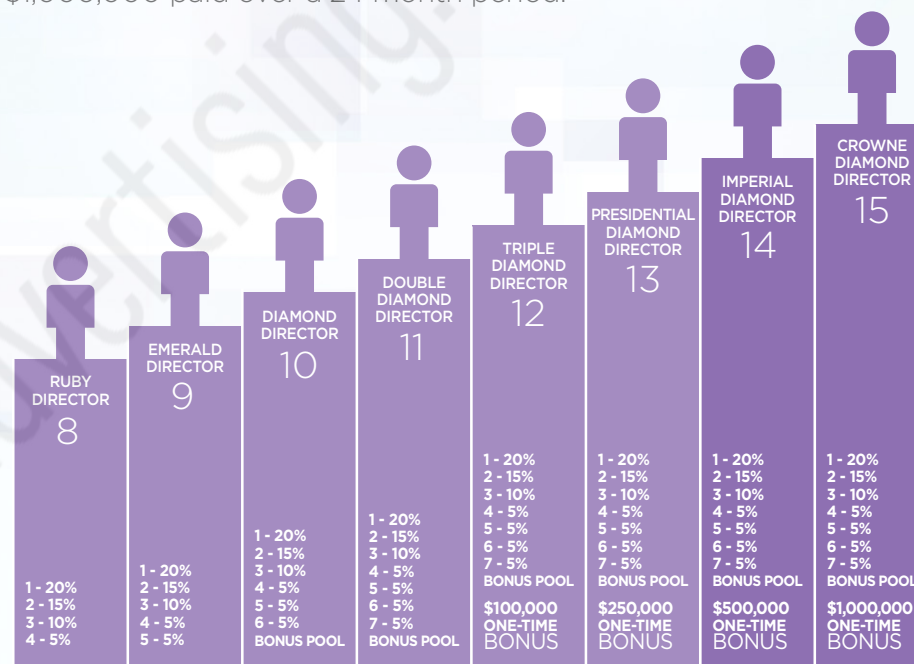
You must be a Qualified Diamond Director with at least 6 different Diamond Legs and have accumulated 3,000,000 CV in Personal Group Volume in one calendar month. You must maintain this rank for three consecutive months. No more than 500,000 CV from any line of sponsorship counts towards the total 3,000,000 CV. You must also have 15,000 Distributors with successful Autoship from the qualifying Distributors' Personal Group. Earn seven levels of Leadership Matching Bonuses and qualify to participate in the Diamond Bonus Pool.* Attend our annual *Diamond Discovery* once you have maintained the Presidential Diamond qualification for at least three months of the year. You will earn a one-time bonus of \$250,000 paid over a 12 month period.

IMPERIAL DIAMOND DIRECTOR

You must be a Qualified Diamond Director with at least 8 different Diamond Legs and have accumulated 4,000,000 CV in Personal Group Volume in one calendar month. You must maintain this rank for four consecutive months. No more than 500,000 CV from any line of sponsorship counts towards the total 4,000,000 CV. You must also have 20,000 Distributors with successful Autoship from the qualifying Distributors' Personal Group. Earn seven levels of Leadership Matching Bonuses and qualify to participate in the Diamond Bonus Pool.* Attend our annual *Diamond Discovery* once you have maintained the Imperial Diamond qualification for at least three months of the year. You will earn a one-time bonus of \$500,000 paid over a 24 month period.

CROWNE DIAMOND DIRECTOR

You must be a Qualified Diamond Director with at least 10 different Diamond Legs and have accumulated 5,000,000 CV in Personal Group Volume in one calendar month. You must maintain all ten legs for six consecutive months. No more than 500,000 CV from any line of sponsorship counts towards the total 5,000,000 CV. You must also have 25,000 Distributors with successful Autoship from the qualifying Distributors' Personal Group. Earn seven levels of Leadership Matching Bonuses and qualify to participate in the Diamond Bonus Pool.* Attend our annual *Diamond Discovery* once you have maintained the Crowne Diamond qualification for at least three months of the year. You will earn a one-time bonus of \$1,000,000 paid over a 24 month period.



Note: in order to receive any of the one-time bonuses, you must be a Distributor in good standing of the Company and be actively working your Jeunesse® business.

**A 'Sapphire leg' is defined as a personally sponsored Member that has one Qualified Sapphire within their personal group. Only one Qualified Sapphire per leg counts to define a Sapphire leg. Multiple Qualified Sapphires within a leg do not count as multiple Sapphire legs.

GLOSSARY OF TERMS

ACTIVE – Being Active means you must generate 60 PV points during your Autoship Month (See definition below). You must be Active to earn Team Commissions and Matching Bonuses. If you do not remain Active, any accumulated points will be reset to zero when commissions are calculated. You can become Active again after inactivity by obtaining 60 PV points within the Autoship Month. Points that have been lost cannot be restored.

ANNUAL RENEWAL – There is a small Annual Renewal fee of \$19.95 to cover the cost of your virtual Business Management System. However, if you maintain 360 CV from Autoship orders during the year, the Annual Renewal fee is waived.

AUTOSHIP MONTH – The Autoship Month is the period of time during which you are responsible for meeting your PV requirements and maintaining your rank qualifications. The period begins on the day of the month that you purchased your sign-up package from the Company and ends on midnight EST the day prior of the following month.

Example: If you purchased your sign-up package on 5/20, your Autoship Month begins on this day and ends on 6/19 at midnight EST.

BUSINESS MANAGEMENT SYSTEM (Joffice™) – You receive a virtual Business Management System as part of your Starter Kit, which will provide you with everything you need to run your Jeunesse® business online. Through this powerful system you can track your global business, set up Autoship, generate management reports, purchase products, access commissions, and much more.

COMMISSIONABLE VOLUME (CV) – In order to ensure our products are competitively priced, each Jeunesse® product is assigned a points value (CV); the *Financial Rewards Plan* is based on the accumulation of these points. CV starts to accumulate at the time you enroll and earn 100 CV from personal purchases or Retail Customer, Preferred Customer, and Wholesale Customer purchases made through your replicated website. CV continues to accumulate so long as you remain Qualified.

GET 2 PREFERRED CUSTOMER – A *Get 2 Preferred Customer* is a customer who goes in the genealogy tree but does not hold volume. A *Get 2 Preferred Customer* can get free product and can become a Distributor at anytime by upgrading inside Joffice.

GROUP VOLUME (GV) – Group Volume is the volume that is generated through your organization, including volume generated from PGV and your upline (spillover).

LINE OF SPONSORSHIP – A line of sponsorship is created when you enroll a new Distributor in your team. The line of sponsorship grows as the Distributor you have enrolled enrolls other Distributors and those Distributors enroll others. This process continues through unlimited levels in your team. Every new Distributor enrolled creates a new line of sponsorship and there is no limit to how many lines of sponsorship you can create. The Leadership Matching Bonus is earned through all lines of sponsorship and can be earned on up to seven levels of your sales organization.

PERSONAL GROUP VOLUME (PGV) – Personal Group Volume is the volume that is generated throughout your organization, excluding volume created by your upline.

PERSONAL VOLUME (PV) – Personal Volume is the volume that is generated through your personal purchases, Retail Customer purchases, Preferred Customer purchases, and Wholesale Customer purchases.

PREFERRED CUSTOMER – A Preferred Customer is a customer who purchases from your website at the Preferred Customer price. Preferred Customers may elect to participate in Autoship in order to receive a further discount. (This is a Loyalty Preferred Customer.)

QUALIFIED – In order to remain Qualified to earn Team Commissions, Leadership Matching Bonuses, and Bonus Pool income, you must be sure to meet all your rank requirements. If you do not maintain a Qualified status, you will not be eligible for these commissions. The Autoship Month is the period of time during which you are responsible for meeting your PV requirements and maintaining your rank qualifications. The period begins on the day of the month that you purchased your sign-up package from the Company and ends on midnight EST the day prior of the following month.

TEAM COMMISSION – A Team Commission is created when you accumulate 300 CV in one of your teams and 600 CV in the other. This creates a Team Commission of \$35. It does not matter which team accumulates what volume so long as a total of 900 CV is generated with at least 300 CV from one team and 600 CV from the other team.

UPLINE – Includes the Member who originally enrolled you and everyone sponsored before you within the line of sponsorship.

WHOLESALE CUSTOMER – A Wholesale Customer is a customer who purchases a Starter Kit, purchases a Basic Package, and may choose to participate in the Autoship program, but does not have any Distributor-like activity (e.g. sponsoring, earning commissions).



EXHIBIT C



GAMEPLAN

truthmadvertising.com

THE GAMEPLAN

TACTICS FOR SUCCESS

Welcome to *Generation Young*. You have just joined one of the most exciting, fastest-growing companies in the industry. There's a reason Jeunesse® is growing so fast. People all over the world are benefiting from simple and lucrative ways of generating income. The most important key to your success in Jeunesse® is how you get started. Your first 48 hours to 7 days is crucial—*what you do now* will determine your success in the future.

Your First 4 Steps

1. **Order a Product Package.** This will allow you to begin building your business by providing you with products for personal use as well as additional products to begin sharing with others. To automatically qualify as a Distributor, enrollees must choose the Basic Package or higher. The majority of Distributors choose the larger packages for these key reasons:
 - a. You will accumulate the 100 PV (Personal Volume) required to qualify as a Distributor.
 - b. You will need to use the products in order to speak about their effectiveness.
 - c. You will need to share your products with people so they will try them. These people will likely become your Distributors and Customers.
 - d. Your team will do what you do. If you are using the products and giving out products for others to try, your team will duplicate your actions.
 - e. You will be paid at a higher rank for a temporary introductory period, during which you will be eligible to receive the Leadership Matching Bonus.

- 
2. **Enroll in the Autoship program.** This will ensure you always have the product you need to build your business on a monthly basis. It will also secure the minimum Commissionable Volume (CV) of 60 points required to earn commissions each month. Distributors who are serious about building a residual income immediately enroll in Autoship.
 3. **Take your “before” picture.** The most powerful testimonial you can share is your own. Begin using the products today, and capture yourself in a “before” photo now to compare with the “after” photo you’ll take in a few weeks. The results will amaze both you and your Customers.
 4. **Connect with Jeunesse®.** Jeunesse® is dedicated to providing our business partners with the most cutting-edge technology and social media marketing training available in the industry today. Plug into the weekly Jworld™ training sessions and learn how to effectively use social media to attract future Distributors and Customers. For the best practices on using social media platforms, check your Back Office—which is filled with useful tutorials and downloadable PDFs. Also, make sure you subscribe to the official Jeunesse® YouTube page, like us on Facebook, follow our Twitter and Instagram, and connect on our Google Plus Circle. Go to jeunesseglobal.com and click on the social media icons in the upper right hand corner of the page to join.

INSIDER INFO THE PERFECT LAUNCH

Once you are in the system with your 100 or more Personal Volume (PV) product package purchase and Autoship enrollment, it is critical to start creating your success story—and the best way to do this is to position yourself to earn income. Your first 48 hours in the business is the most important time in launching your business. The actions you take in the first 48 hours will greatly influence what happens in your business during the next year and beyond.

- **Identify key people to contact.** In order to create your success story, you must introduce key people to the business model right away.
- **Your 10 Best:** First, identify ten or more people you know who you believe would be the most capable Distributors, should they choose to enroll. Think of people you know who:

- Could call and invite twenty people to their homes, and all twenty would attend
- Own their own business
- Are proactive, charismatic, and are already financially successful
- You believe would make a very accomplished Distributor
- Know a large amount of people

Make a list of as many of your “Best” as possible. It is usually the people on your “Best” list who are the easiest to speak with regarding Jeunesse®, and who are the quickest to join your team. The tools you need to contact these people are already at hand. Check your Facebook and your other social

media sites. Connect with them over these channels and of course, email, text, and call.

- **Your 10 Easiest:** You will also want to identify your “Easiest” people—people who you have a close relationship with, and who you believe will be interested in the business. Think of people you know who:

- Are your closest friends
- Would come to your house just because you invited them
- Would want to join the business simply because you did
- Would meet you right now if you ask them to

Your “Easiest” people can be influenced the most because of your relationship with them. If you have more than ten “Easiest,” list them all.

- **Your Target:** Identify and contact ten or more “Best” people and ten or more “Easiest” people within the first 24 to 48 hours.



MY BEST			
Contact Name	Profession	Phone	Notes
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

MY EASIEST			
Contact Name	Profession	Phone	Notes
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

THE GOAL

TO BECOME AN EXECUTIVE IN 48 HOURS

HOW?

1. Sponsor 2 Distributors
2. Identify 2 Customers in 2 days.

This is your objective. If it happens faster, great. If it takes longer, it's okay. Remember, the goal is to create your success story as quickly as possible, and the best way to achieve this is to position yourself to receive a check within your first seven days. This will capture people's attention, because they will immediately see that the earning opportunity is real.

The fastest method to enrolling two Distributors in two days is by contacting your 10 Best and 10 Easiest in 24-48 hours. Make it your mission to find at least two Distributors and two Customers from this group. If you do not feel confident in approaching these people by yourself, let your upline Distributor know, and they will be more than happy to help you.

Don't presume. If you're like many Distributors, many of those you think will join probably won't. Many of those you think won't—will actually be the ones to help you create your success story.

DURING YOUR FIRST SEVEN DAYS

- Begin using the Jeunesse® Youth Enhancement System.
- Explore the Jeunesse® YouTube channel and other social media sites to familiarize yourself with the marketing materials. The more you know, the more you'll grow.
- Get to know your personalized Jeunesse® website.
- Hold a private business reception in your home, office, or another quiet place. Invite your peers and “Easiest” to come learn about Jeunesse®.
- Continue to identify more “Best” people to contact, and work with your upline to introduce them to the business model.
- Attend at least one business presentation and one training. You will want to attend as many presentations, training, sessions, conference calls, and webinars as possible. Don't stop attending—training is the key to the business!

DURING YOUR FIRST THIRTY DAYS

- Work with your upline to develop and practice a “pique interest” script. Here's an example, but feel free to personalize it:

“Hi! I don't have a lot of time right now, but I *had* to reach out to you. If I told you there was a way to generate additional income—without changing your schedule—would you want to know about it?” Set up a meeting or coffee date with the person you're speaking to. If you look busy and keep it short, there will be fewer questions and people will respect you as well as your time.
- Continue attending as many presentations and webinars as possible.
- Hold another private business reception for your personal contacts. Hold as many as you can.
- View your Back Office Wallet and learn how it works.

Handling Rejection

The Game doesn't have to end at “no.”

Not everyone you speak to will say “yes” to the Jeunesse® opportunity. That's okay. Just move on. But before you do, take the opportunity to ask if they know anyone who might be interested. Obtaining referrals this way can lead to unexpected results. After some time, tips from your sponsors, and practice, you'll be an all-star. For now, take some time to work on your Game. Learn what works for you and what doesn't—and just be conscious of the fact that you'll hear “no” from time to time.

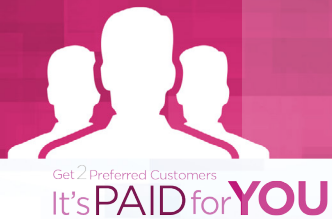


HOW CUSTOMERS CHANGE THE GAME

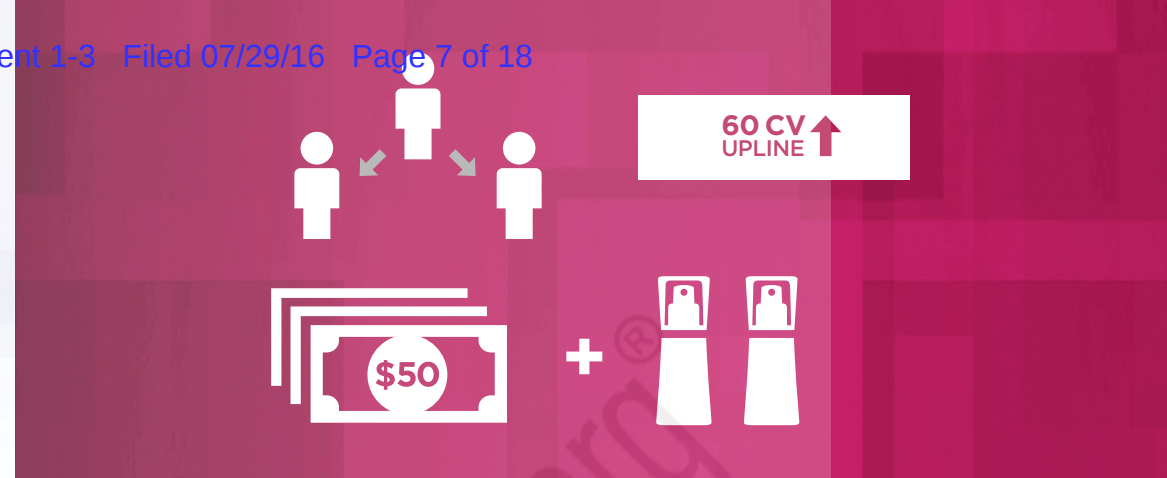
One of the most powerful ways to maximize your income is to accumulate Customers—friends, family members, and others who purchase products from you. Just look at all the ways Customers increase your earnings:

- You can earn a retail profit of over 35% on every sale.
- As a Jade Executive or higher, the Customer Acquisition Incentive offers an additional 5-10% to your Leadership Matching Bonus on your Level 1 Team Commissions.
- Through the *Get 2, It's Paid for You* program, you can earn \$50 every time you sign up two Preferred Customers and get your product for FREE.

Get 2, It's Paid for You



Jeunesse® offers a terrific opportunity to attract Customers and earn cash with the *Get 2, It's Paid for You* program. This program offers cash bonuses, free product, and other great incentives to anyone who joins. Simply send them to your website and have them click on the “Preferred Customer” link on the upper right-hand side of the page.



HOW IT WORKS

IF YOU ARE A DISTRIBUTOR,

1. Sign up your first two Preferred Customers (PCs) and get \$50.00 USD
2. Automatically become qualified for the month
3. Send 60 CV points upline
4. Get two FREE bottles of LUMINESCE™ cellular rejuvenation serum*

For every additional two PCs you sign up after these first two, you will continue to get another \$50.00 USD bonus, remain qualified for the current month, send 60 CV points upline, and get ten of our LUMINESCE™ serum minis for FREE complete with custom-made postcards for you to share with your friends and family. Every month they reorder, you will continue to get the \$50.00 USD bonus and free product.



Note: Each PC (Preferred Customer) must provide the following information upon sign-up, none of which can match that of the Sponsor: billing name (first and last), postal address (entire), and credit card. All three of these items must be different from the Sponsor's. For EVERY month these first two PCs reorder their product, you will get your two FREE bottles of LUMINESCE™ cellular rejuvenation serum!

Sampling

Another effective strategy for attracting Customers and potential new Distributors is to share product samples—which enables people to discover the remarkable benefits of Jeunesse® products for themselves. Visit your Back Office to learn how to order and ship product samples to your contacts, or to order a supply of samples to hand out.

Once you
SHARE A SAMPLE WITH SOMEONE

BE SURE TO
FOLLOW UP
AND **CONTINUE YOUR CONVERSATION**

1. If the samples are being shipped to the person, let them know when it ships and ask them to start using the product as soon as it arrives.
2. On the expected arrival date, call to ask if they've received the sample, and again encourage them to start using it right away. Don't forget to have them take a "before" picture.
3. Within a few days, call and ask how they like the product. If for some reason they haven't tried it yet, encourage to them start and follow up within several days.

Your Attitude

Your attitude determines your success in life, and will also determine your success at Jeunesse®. It's important to understand that this is a process, and that success does not happen overnight. It takes time to get comfortable knowing what to do and what to say, as it does with any new business or new venture in your life.

You will experience a lot of changes. Change is good, but not everything always goes according to plan.

It only takes a small number of people working collectively to build a global team. Stay focused, keep the result you want in mind, and start working with your team until you reach your objectives. You can achieve all of your goals through patience and belief. The future you're dreaming of is on its way to you already!



Pique Their Interest

How to get a customer's attention and keep it.

The key to talking to people successfully isn't in door-to-door selling, it's in genuine conversation. Acknowledge their needs, align with them by being empathetic, and assure them by telling them about ways you can help them. There are many different approaches when speaking to potential Customers. Keep in mind that Customers might also become Distributors in the future.

There's lots of opportunity there, the key is knowing what to say.

If you can get an honest conversation going, you'll start interesting dialogue that'll get you places. Don't be pushy. Be respectful, attentive, and focused—that way, you'll create a foundation of trust. Make the person you're speaking to feel comfortable. Be yourself. Make a joke, have a laugh, be real. Magical things will happen that way.

HERE ARE A FEW EXAMPLES

Set the tone with urgency:

"I'm just about to head out, but I'm glad I caught you."

Be warm:

"You're one of the most successful people I know, and I've always admired that." Or "You have a real eye for business and you're so positive." Or "You're so sharp—what do you do for a living?"

Invite them:

"I've got something you really just have to see." Or "Know anyone who'd be interested in running a viable business from their home?"

Use the "If/Then Approach":

"If I sent you a video about Jeunesse®, would you watch it?" Or "If I sent you the Culture Book, would you take a look at it?"

Get commitments, make appointments, confirm them, and invite your Expert to help you out.



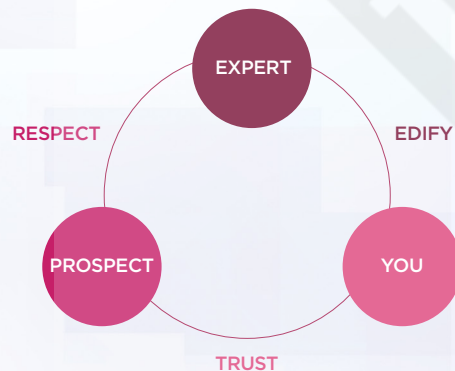
THE IMPORTANCE OF AN EXPERT

USING AN EXPERT TO BUILD YOUR BUSINESS.

When approaching people about Jeunesse®, it is very important to understand the basic principle of how people react in everyday life when approached with a new idea or concept. Perhaps surprisingly, the people closest to us tend to be the least willing to listen to us when it comes to new ideas.

Think about it: How many times have you been excited about something and mentioned it to your closest friends or family, only to have them not take you seriously? Yet, have you ever noticed that a total stranger could say the exact same thing, and those same friends and family would be completely fascinated?

It happens to all of us—and it's the same in building your business. We have found that when an Expert shares the same message with the people you approach, they are ninety percent more likely to listen and seek more information.



The people you're approaching typically trust you because they know you—but if they haven't yet witnessed your success with Jeunesse®, they may not see you as having expertise in the business. That's where the value of a third-party Expert comes in—ideally your upline Sapphire Executive or higher. The Expert is a trusted, experienced source of information that can deliver the message for you.

It's normal for people to want proof that Jeunesse® is a structured, viable business. The simple truth is—an Expert is living proof that Jeunesse® works.

The Power of Edification

Tell your prospect about the amazing colleague you have—the Expert on your team. Set up a meeting or conference call.

The simple way to give your expert credibility is to use the FOLLOWING FORMULAS

EXPLAIN THE EXPERT'S:

1. Past success in business/life
2. Current success in Jeunesse®
3. Future success in Jeunesse®
4. Character traits



HERE ARE SOME TIPS

1. Cite their past success.

Example: “Susan owns an insurance agency with three offices, and is considered the one of the top insurance brokers in the area.”

2. Continue by mentioning their current success in Jeunesse®.

Example: “She’s currently one of the top people in the country/world in the company, and is responsible for developing the entire country, as well as other countries globally.”

3. Talk further about their expected future success with Jeunesse®.

Example: “She is one of the leaders who will take the company from \$250 million to more than \$1 billion in revenue in the next few years.”

4. Praise their character.

Example: “But what’s most impressive about Susan is that despite her enormous success, she is extremely humble and fun to be around. She actually cares about people. I know the two of you would get along well.”

On the Call with Your Contact and Your Expert

Once you’ve created respect for your Expert by edifying them properly, remember the following during the three-way call or meeting with your contact:

- **Do not interrupt, or speak.** Simply introduce your Expert and let them do all the talking.
- **Let your Expert close the call,** and simply hang up when the expert is done talking.
- **If your contact calls you back after listening to your Expert,** you’re on the right track. Call up your contact and set up another meeting with your Expert to solidify their commitment.

Allow your Expert to do what she/he does best—let them do the heavy lifting in the conversation. Use your Expert, and as your team grows, you will become the Expert for *your* team.

Expert = Success

Using an Expert will typically produce a much higher success rate in introducing new people. Learn from them and show off the results.

TEAM ETIQUETTE

Whether you are attending a three-way call, conference call, webinar, presentation, training, or corporate event, it is very important that you remember you're part of a team.

T
E
A
M

=

TOGETHER
EVERYONE
ACHIEVES
MORE

As a Distributor, you want to support the entire team as much as possible. There are several things you should do to be a team player:

- As a courtesy, arrive early.
- Listen to others attentively and wait to speak.
- If you're unsure about something in front of new prospects, save your questions for a private conversation between you and your upline.
- Always say kind things about your peers.
- Stay positive and be uplifting.
- If you have a challenge, talk it through with your upline to find a solution.

If each Distributor plays the Game in this way, everyone's groups will grow much larger, much faster.



REMEMBER:

If you have had a good day, your team needs you.
If you had tough day, you need your team.
If you support your team, it will be there to support you.

Map Your Vision

Picture where you want to be by the end of the year. Do you dream of traveling around the world? Owning a beautiful home or car? This will help motivate you as you move forward.

PERSONAL INFO AND GOALS

My Jeunesse® User Name: _____
 My Jeunesse® Password: _____
 My Jeunesse® Website: www._____.jeunesseglobal.com
 Enrollment date: _____ Autoship date: _____
 Initial Package: _____ Upgrade date: _____
 Rank Achievement Dates:
 Executive: _____ Jade Executive: _____
 Pearl Executive: _____ Sapphire Executive: _____

MY SUPPORT TEAM

My Sponsor: _____ Mobile: _____
 Home: _____ Skype: _____
 Best Call Time: _____ Email: _____
 Upline Sapphire: _____ Mobile: _____
 Home: _____ Skype: _____
 Best Call Time: _____ Email: _____
 Upline Ruby: _____ Mobile: _____
 Home: _____ Skype: _____
 Best Call Time: _____ Email: _____
 Upline Emerald: _____ Mobile: _____
 Home: _____ Skype: _____
 Best Call Time: _____ Email: _____
 Upline Diamond: _____ Mobile: _____
 Home: _____ Skype: _____
 Best Call Time: _____ Email: _____

WEEKLY TEAM COMMUNICATION

MEETINGS

Place: _____ Day: _____ Time: _____
 Place: _____ Day: _____ Time: _____

CONFERENCE CALLS & WEBINARS

TEAM CALL

Day: _____ Number: _____ PIN: _____ Time: _____

TEAM WEBINAR

Day: _____ Time: _____ Link: _____

TEAM SIZZLE CALL

Number: _____

COMPANY COMMUNICATION

CONFERENCE CALLS

Day: _____ Number: _____ PIN: _____ Time: _____

WEBINARS

Type: _____ Day: _____ Time: _____ Link: _____
 Type: _____ Day: _____ Time: _____ Link: _____
 Type: _____ Day: _____ Time: _____ Link: _____

EVENTS

Type: _____ Day: _____ Time: _____ Link: _____
 Type: _____ Day: _____ Time: _____ Link: _____
 Type: _____ Day: _____ Time: _____ Link: _____

NOTES

BUILDING YOUR TEAM

MAKING CONNECTIONS WITH PRESENTATIONS & MEETINGS


While it's always a good idea to strike up one-on-one conversations about Jeunesse®, learning to connect with larger groups of people more efficiently is crucial to the growth of your business. By developing your presentation skills, learning how to conduct effective meetings, and understanding how to communicate using social media, you will increase your capacity to grow your organization—and, in turn, maximize your income. Whether you're a practiced presenter, or have yet to conduct your first meeting, the following tips can guide you to make the right connections, the right way.

WHO do I present to?

Anyone and everyone you'd like to join your team! Once you've developed your Jeunesse® story and begin sharing it with people you know, a one-on-one presentation or a group meeting is the next step to reaching new prospects.

WHERE do I present or hold a meeting?

A meeting doesn't have to be held in a fancy hotel to be successful, especially when you're starting out. For little to no cost, consider your home or someone else's, your office space during non-business hours, coffee shops, restaurants with private rooms, and civic club facilities.



As your business grows, hotel meeting rooms will become a viable option, and can provide additional benefits in terms of audio-visual support, refreshments, and signage at a higher cost. But you won't need that immediately; for a comfortable, successful meeting, just be sure to find a place that offers:

- Adequate space and seating for the invited number of attendees
- Freedom from unwanted noise and distractions, where you and your group can easily see and hear each other
- Ample power supply and easily accessible outlets
- Available refreshments
- Clean restrooms

WHAT do I present?

Jeunesse® offers a helpful assortment of presentation and marketing materials available for purchase or download in your Back Office. Plus there are plenty of videos you can use when you click the YouTube icon on the Jeunesse® homepage.

HOW do I conduct a meeting?

This simple agenda offers a basic framework for your initial meetings. Revise your approach to suit your style. As you become a more experienced presenter, your future meetings should continue to follow these guidelines:

- Begin within 5 minutes of your scheduled start time. Welcome your guests and share your Jeunesse® story.
- Present the Jeunesse® Opportunity Power Point or show the Opportunity Videos.
- Ask, “Let’s open a discussion about what you’ve seen and heard about today. Is there any reason why you would not want to sign up now?”
- Offer to follow up with each person individually to answer his or her questions. If possible, this may be the ideal time to schedule a conference call with your upline, who can help you answer questions. Sign up those guests who are ready to begin. Do this online or invite them to fill out a printed copy of the Distributor Application & Agreement Form, available in the *Members Only* section of your Back Office.
- Thank everyone for attending. Let all other guests know you’ll contact them within 48 hours to follow up.
- Help your new team members schedule their own presentation meetings. This capitalizes on their excitement and builds

momentum as they begin, while giving them the opportunity to invite guests who probably know their schedules for the next two weeks (as opposed to a month from now).

REMEMBER:

A key practice in building your business through meetings is to schedule another meeting during the current one. Let your guests know you’d welcome the opportunity to conduct another meeting with their friends or someone they know, and follow up to schedule this as soon as possible.



TIME IS MONEY

Now for the next actions you'll need to take—deciding how many people you'll talk to each day and creating a schedule to accommodate that plan. To begin, complete the following sentences:

Every day I will speak to _____ prospects.

Every day I will follow up with _____ prospects.

Tip: Don't count voicemails, count conversations.

By adopting some basic time management skills, you'll optimize your availability and increase your ability to get things done, whether you're part-time or full-time. Consider these good habits:

Delegate

Identify tasks, chores and projects that others can do, and ask them to do them. You'll be surprised how many people will be willing to help, and how much time you'll free up for your new business. When possible, seek people who can do certain jobs better than you, and ask for their help.

Prioritize

The key to knowing your priorities is to identify the actions that add value to your life and are deserving of your time. Take some time to think about what's most important to you, and how these priorities can be supported by the growth of your business. Write down your priorities on paper and refer to them often.

Learn to say no

This isn't as hard as it seems, once you commit to prioritizing. When pressed by others, explain that you're committed to growing your new business and need to dedicate a certain amount of time to it. If necessary, discuss and agree upon a sufficient amount of time for your business, and stick to it.

Plan your day

Make it a habit to plan your day the evening before. Write down your daily to-do list and keep it in front of you, checking off items as you complete them. Throughout each day, track your time to develop a sense of how long different tasks take; doing so will help you plan accurately in the future.



PLAY THE GAME, LEARN THE RULES

FINANCIAL REWARDS PLAN BASICS

At Jeunesse®, we designed a balanced plan that allows everyone, from top to bottom, the same opportunities to find success. That kind of balanced success creates retention. It's another reason why you can say that Jeunesse® is the most rewarding way to stay young.

There are 3 types of people who will
JOIN YOUR JEUNESSE® BUSINESS.

Customers

Passive Distributors

Active Distributors

Customers:

These are simply people who will register to purchase products—either at wholesale, preferred, or retail prices. What is important is that you stay in touch with them, answer questions and make sure their monthly re-order is smooth. Always leave the door open so you can introduce them to other products. Many of them may have amazing product testimonials you and your team can share. If they really love the products, there is a good chance that they will at some time become a Distributor.

Passive Distributors:

These are people who have bought a Starter Kit and a Basic Package or higher but are not active in the business—they don't engage with the company's or field leadership's business-building system; nor do they participate in events. They could make two or three purchases a year.

Active Distributors:

These are people who sign up and are active in the business. They follow the company's or field leadership's business-building system; they engage in learning; they take actions to build their Jeunesse® business. *The secret to a successful business is helping people become Active Distributors and keeping them engaged.*

Understand your financial goals:

In order for you to be able to help someone else get started, you need to get yourself started. Which means, you need to understand your financial goals.

1. How many hours a week will you promote your Jeunesse® Business? _____
2. How much money will you make per week? _____
per month? _____
per year? _____
3. What is your time frame? _____
4. What is your ultimate lifestyle goal?

See full details about the Jeunesse® *Financial Reward Plan* on our website at <http://www.jeunesseglobal.com>, and click on OPPORTUNITY > Rewards Plan.

CONGRATULATIONS!

Follow the GAMEPLAN and prepare yourself for a rapid, sustainable winning-streak with Jeunesse®. These steps are merely the beginning. In the coming weeks and months, engage with your team as much as possible, and take every opportunity to learn and grow. Your efforts will be rewarded, and success will be yours—play the Game, enjoy it, and welcome to Jeunesse®.



Made in the U.S.A. exclusively for JEUNESSE GLOBAL
650 Douglas Avenue | Altamonte Springs, FL 32714 | 407-215-7414 | JEUNESSEGLOBAL.COM

The statements contained herein have not been evaluated by the Food and Drug Administration.
These products are not intended to diagnose, treat, cure, or prevent any disease.

EXHIBIT D



JEUNESSE® GLOBAL POLICIES AND PROCEDURES

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SECTION 1 – INTRODUCTION

From this point forward Jeunesse® Global will be referred to as “Jeunesse®” while Jeunesse® independent distributors will be referred to as “distributors”.

These Policies and Procedures govern the way in which a distributor conducts business with Jeunesse®. These Policies and Procedures along with the Jeunesse® Distributor Application and Agreement (the “Distributor Agreement”) and the Rewards Plan (collectively referred herein as the “Agreement”), such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between Jeunesse® distributors and Jeunesse®. Failure to comply with the provisions of any of these documents may result in the termination of the Distributor Agreement.

Should any portion of the Agreement, or any instrument published by Jeunesse® be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

1.1 Distributor Code of Conduct.

- I will be honest and fair in my dealing as a distributor of Jeunesse®.
- I will perform my business in a manner that will enhance my reputation and the positive reputation established by Jeunesse®.
- I will be courteous and respectful of every person I contact in the course of my Jeunesse® independent activities.
- I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the distributors in my organization.
- I will not misrepresent Jeunesse® products or the Rewards Plan.
- I will not sponsor or attempt to sponsor any Jeunesse® distributor directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- I will remember that even my personal experience and the benefits received from Jeunesse® products, services or programs, may be interpreted as unauthorized “extension of labeling claims”.
- I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a distributor and will discharge all debts and duties as required of a distributor.

1.2 Independent Contractor Status.

A distributor will not be treated as an employee for federal or state tax purposes. All distributors are independent contractors engaged in their own separate business pursuits. Distributors are not considered purchasers of a franchise, nor does the Agreement between Jeunesse® and its distributors create an employee/employer relationship, agency, partnership or joint venture. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that their relationship is any other than as above outlined. Each distributor shall hold Jeunesse® harmless from any claims, damages or liabilities arising out of such distributor’s business practices. Distributors have no authority to bind Jeunesse® to any obligation. Each distributor is encouraged to set up his/her own hours and to

determine his/her methods of sales and promotions, as long as he/she complies with the terms of the Agreement.

1.3 Business Conduct.

Each Distributor will perform all of his/her business activities in a professional and ethical manner, which will enhance the distributor's reputation and the positive reputation of Jeunesse®. Distributors will not engage in any conduct that could negatively reflect on Jeunesse® or any other distributor's image. Distributors will be courteous and respectful of every person contacted, including employees and executives of the corporate office of Jeunesse®, and will conduct their business in a way as to respect the products and professionalism of Jeunesse® and its other distributors. A distributor will under no circumstances disparage or infringe upon the Jeunesse® name or reputation in connection with the marketing of Jeunesse® products or misappropriate any confidential or proprietary information or trade secrets (including distributor names and address lists) of Jeunesse® for use by the distributor or others.

1.4 No Purchase Required.

No Jeunesse® distributor is required to purchase products.

1.5 Confidentiality Agreement

Distributors may gain access to confidential information of Jeunesse®. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to a distributor, customer lists, manufacturer information, commission or sales reports, product formulas, and other financial and business information of Jeunesse®. All such information (whether in electronic, oral or written form) is proprietary to and owned by Jeunesse®, and is transmitted or available to distributor in strict confidence. Each distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with Jeunesse® or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the Jeunesse® program in accordance with the Agreement. Distributor and Jeunesse® agree that without this agreement of confidentiality and non-disclosure, Jeunesse® would not provide the information or make it accessible to distributor. This provision shall survive the termination or expiration of the Distributor Agreement.

All genealogy and downline reports provided to a Distributor are proprietary to and owned by Jeunesse. Each Distributor acknowledges that the reports may contain information concerning the Distributor, including, but not limited to, the Distributor's name, address, phone number, products purchased and sold and earnings. The Distributor, by executing the Agreement, consents to the use and dissemination by Jeunesse of the reports and information therein and any other information concerning a Distributor collected by Jeunesse in connection with Jeunesse's business, including to enforce the terms of and its rights under the Agreement and to comply with applicable laws. A Distributor may not use the reports in any manner or for any purpose except in connection with Distributor's business.

SECTION 2 – BECOMING A JEUNESSE® INDEPENDENT DISTRIBUTOR

2.1 Distributor Enrollment.

An applicant may mail the Jeunesse® Distributor Agreement, along with Starter Kit payment, to Jeunesse's corporate offices and enroll on the replicated website of his or her sponsor.

The term of the Distributor Agreement is one (1) year from the date of its acceptance by Jeunesse®. Distributors must renew their Distributor Agreement each year by paying an annual renewal fee of Nineteen and 95/100 Dollars (\$19.95) on or prior to the anniversary date of their Distributor Agreement, unless the Distributor has attained 360 CV of Autoship volume during the year (based on the distributor anniversary date). As long as 360 CV of Autoship volume is attained in the 365 days prior to the anniversary date, the annual renewal fee will be waived for that year. If renewal is not made within thirty (30) days after the expiration of the current term of the Distributor Agreement, the Distributor Agreement will be terminated. The Automatic Renewal Program (ARP) may be utilized to avoid any delay.

2.2 Distributor Rights.

All Jeunesse® distributors are authorized to sell Jeunesse® products and to participate in the Jeunesse® Rewards Plan. All Jeunesse® distributors may sponsor new distributors.

2.3 Legal Age.

A distributor must be of legal age in his or her country or state of residence to be a Jeunesse® distributor.

2.4 Married Couples.

Each participant or legal entity is limited to (1) one distributorship. Husbands, wives or common-law couples (collectively "spouses") who wish to become a Jeunesse® distributor must enroll as one (1) Jeunesse® entity and may not be associated, directly or indirectly, with distributor positions in other distributor organizations. The action of one spouse will be attributed to both spouses and, therefore, the distributor position. In the event that two (2) distributors marry, they may each maintain the distributor positions they had previous to the marriage.

2.5 Corporations, Partnerships and Trusts.

Corporations, limited liability companies, partnerships and/or trusts may become distributors ONLY when the completed Distributor Agreement is accompanied by copies of the articles of incorporation, articles of organization, partnership agreement, or trust document or other charter or organizational document as filed with the state (where applicable).

To ensure compliance with the Distributor Agreement, distributors must disclose a complete list of all directors, officers and shareholders involved in the corporation. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. This information may be faxed or emailed to Jeunesse® and must be updated by the distributor. Proof must be provided of a Federal Tax ID number and a copy of the annual certification from the Secretary of State issued in the state of incorporation, organization, and partnership registration. If any shareholder, partner, member or manager of a distributor is itself an entity, then the information required above for the distributor shall also be required for such shareholder, partner, member or manager.

Shareholders, members, partners, employees, agents, beneficiaries, trustees and those who promote the legal entity, as applicable, agree to remain personally liable to Jeunesse® and bound by the Agreement. A completed "Operating Under a Business Name" or DBA (Doing Business As) form must be on file with Jeunesse®. In any distributor position involving the efforts of more than one individual, whether as a corporation, partnership, limited liability company or trust, the actions of one participant shall reflect on the distributorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the distributorship as a whole will be considered to be in violation.

2.6 Fictitious and/or Assumed Names.

A person or entity may not apply for a distributorship using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the distributorship. No one may enter a Social Security Number or Federal Identification Number that was not assigned to the primary individual or entity on the distributorship.

2.7 Tax Identification Number.

All U.S. distributors are required by federal law to obtain a Social Security Number or Federal Identification Number and provide it to Jeunesse®. Jeunesse® will use that number for all government reporting purposes.

2.8 Taxation.

Jeunesse® distributors will be treated as independent contractors for federal and/or state tax purposes. As independent contractors, distributors will not be treated as employees, franchisees, joint venturers, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment Act, or any other federal, state or local statute, ordinance, rule or regulation. Distributors are responsible for the payment of all income, self-employment and other taxes relating to their business and earnings. At the end of each calendar year, Jeunesse® will issue an IRS Form 1099 Misc. for non-employee compensation for distributors as required by law.

2.9 Absence of Distributor Activities

Jeunesse recognizes that many who enroll as a Distributor do so in order to purchase Jeunesse Products at a discount for personal consumption and not for distribution. Therefore, Jeunesse and the Distributor agree that if the Distributor fails to (i) sponsor a new Distributor, (ii) sign up a customer, or (iii) earn commissions during any consecutive ninety (90) day period, such lack of activity is indicative of a desire to consume products and not to be a Distributor. In such cases, Jeunesse may, in its sole discretion, terminate the Agreement and convert the status of the Distributor's account to a Wholesale Customer. For purposes of this subsection, "Wholesale Customer" is not a Distributor and may purchase Products at the wholesale price.

Upon conversion and except as expressly stated in this subsection, the Wholesale Customer will no longer have any rights of a Distributor or rights to earn commissions and bonuses or other benefits under the Financial Rewards Plan or as set forth in the Agreement. However, the position of the account in the enrollment tree and the placement tree will remain and any accrued volume will not flush so long as the Wholesale Customer meets the personal volume requirements to maintain an Active status. The converted Wholesale Customer may retain his/her Replicated Website.

If the Wholesale Customer later desires to engage in Distributor activities by sponsoring and earning commissions, he or she must agree to the then current Agreement in order to become a Distributor. No additional enrollment fee will be required to re-apply to become a Distributor and his/her downline will be restored.

SECTION 3 – LEGAL COMPLIANCE

3.1 Legal Compliance.

All Jeunesse® distributors shall comply with all federal and state statutes, regulations and local ordinances and regulations concerning the operation of their business. All distributors are responsible for their own managerial decisions and expenditures. Since distributors are not Jeunesse® employees, Jeunesse® will not be responsible for payment or co-payment of any employee benefits.

3.2 No Exclusive Territories.

There are no exclusive territories for recruiting purposes nor shall any distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on distributor sponsoring except in those foreign countries that have not officially been opened by Jeunesse®.

3.3 Representation of Government Endorsements.

Federal and state regulatory agencies do not endorse direct selling programs or their products or services. Therefore, distributors may not represent, directly or indirectly, that the Jeunesse® Rewards Plan or its products or services have been approved, reviewed or endorsed by any government agency.

3.4 Medical Treatment, Approval and Therapy.

A Jeunesse® distributor must understand that he/she may not say, directly or indirectly, that any Jeunesse® product is FDA approved, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption, use or application of the product. Distributor must understand that Jeunesse® products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical. Jeunesse® distributors may make no claims regarding Jeunesse® products except as expressly authorized in writing by Jeunesse®.

3.5 Personal Information.

Personal information such as the distributor ID number, a distributor's address, telephone number, and etc. will be treated as confidential and will not be used except in connection with Jeunesse's business, unless required by law. In the event of an emergency, the inquiring party may contact Jeunesse® Compliance Department, who will advise the distributor that someone is attempting to contact him/her.

3.6 Non-Solicitation.

During the term hereof and for a period of twelve (12) months after the termination or expiration of the Distributor Agreement, for any reason whatsoever, a distributor shall not on his/her own behalf, or on behalf of any other person or other entity, hire, solicit or enroll any employee, distributor, customer (including preferred customers), manufacturer, or supplier of Jeunesse® or any of its affiliates, or in any manner attempt to influence or induce any employee, distributor, customer, manufacturer or supplier of Jeunesse® or any of its affiliates, to alter or terminate their employment or business relationship with Jeunesse® or its affiliates or to join another network marketing company. No distributor shall use or disclose to any person any information of Jeunesse® obtained while the Distributor Agreement was in effect, including names and addresses of Jeunesse's or any affiliates' employees or distributors. It is agreed that this provision shall survive the termination or expiration of the Distributor Agreement. Solicitation includes, but is not limited to, (i) producing or offering any promotional materials for another network marketing company which is used to solicit Jeunesse® distributors to such company; (ii) promoting or selling products which compete with Jeunesse® products to Jeunesse® customers or distributors; (iii) introducing or presenting, directly or indirectly, another network marketing company business to any Jeunesse® distributor; or (iv) offering any other company's products or business opportunity at any Jeunesse® meeting or event.

3.7 Non-Competition.

Each distributor agrees not to compete with the protectable business interests of Jeunesse® by selling or promoting other products or opportunities (except as detailed under Section 3.11) during the term of the Distributor Agreement. Distributor acknowledges and recognizes these restrictions are necessary for Jeunesse® to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for Jeunesse® to protect such interests.

3.8 Vendor Confidentiality.

Jeunesse® business relationships with its vendors, manufacturers and suppliers are confidential. A distributor shall not contact, directly or indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a Jeunesse® sponsored event which the representative is present at the request of Jeunesse®.

3.9 Endorsements.

No endorsements by any third parties may be alleged, except as expressly communicated in Jeunesse® literature and communications. A Jeunesse® distributor may not state, directly or indirectly, that any Jeunesse® product is approved by the FDA or other governmental agency or may make any claim regarding its products not expressly authorized in writing by Jeunesse®.

3.10 Liability.

Violation of any provision of the Agreement may be grounds for suspension and/or termination of that individual's distributorship. The violator also may be subject to civil or criminal liability resulting from violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of Jeunesse®, or state or federal law. Additionally, Jeunesse® may offset payment to any Jeunesse® distributor to offset any damages suffered by Jeunesse® as the result of a distributor's violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of Jeunesse®, or state or federal law.

3.11 Other Services and Products.

Distributors are not restricted from selling the services and products of other companies during the term of the Agreement (subject to Section 3.6 and 3.7).

3.12 Crossline Recruiting.

Recruiting others, directly or indirectly, whether through written, spoke or implied means, from one (1) Jeunesse® distributor organization to another is strictly prohibited.

SECTION 4 – SPONSORING & TRAINING AND TERMS OF TERMINATION

4.1 Sponsoring.

Jeunesse® distributors are entitled to sponsor other individuals into their organization in the United States, its territories and other countries officially opened by Jeunesse®. Distributors are compensated only for the generation of sales of product and services and not for sponsoring new distributors into the program.

4.2 Sale/Transfer of Distributorship.

A Jeunesse® independent distributor position may be sold or transferred to a non-distributor only following a period of six (6) months from the distributor origination date. A completed and notarized Sales/Transfer form must be submitted to Jeunesse® either through mail, email or fax. All transfers are subject to a \$50USD transfer fee. When such transfer is approved and accepted by Jeunesse®, any volume previously accumulated may be removed. Change in business status (individual to corporation or vice versa) also requires a completed and notarized Sales/Transfer form and is subject to a \$25USD fee. All fees are payable to Jeunesse®.

Notwithstanding anything herein to the contrary, any transfer of a sponsor or downline distributor(s) from his or her current position in the genealogy will only be made if Jeunesse® deems it to be in the best interests of its business, as determined by Jeunesse® in its sole discretion. If such a change is to be made, Jeunesse® will contact all affected distributors in writing.

Distributors waive any and all claims and causes of action that relate to or arise from Jeunesse®'s decision to transfer a sponsorship or any distributors in a downline.

4.3 Multiple Applications.

If one applicant submits multiple Distributor Agreement forms listing different sponsors, only the first completed form to be received by Jeunesse® will be accepted. Jeunesse® reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

4.4 Placement Changes/Corrections.

One placement change or correction of sponsors may be requested within a period of three (3) days from the date of enrollment. Such adjustments require written permission from both the sponsor and the applicant and shall be directed to the Compliance Department of Jeunesse®. There will be no fee for the first change requested within the initial three (3) day period.

After the initial three (3) day term, requests for placement change or correction of sponsorship will be reviewed by Jeunesse® and may be approved by Jeunesse® in its sole discretion, with additional conditions and restrictions as may be required by Jeunesse®. Such adjustments require written

permission from three (3) upline Distributors, including the sponsor. All requests for change shall be submitted to the Compliance Department of Jeunesse®. In the event a placement change or sponsorship change is approved under this paragraph, the Distributor shall pay a change fee of \$25.00 USD to Jeunesse®.

4.5 Sponsor Corrections.

Sponsor changes are not permitted. However, sponsor corrections can be made if the error is reported to Jeunesse® within three (3) days of enrollment. Sponsor corrections must be requested from the current (original) sponsor, stating the reason that the correction needs to be made.

4.6 Acquisition of Business.

A distributor desiring to acquire another distributor's business must first terminate his/her distributor status and wait a period of six (6) months from the date of the resignation notice, before becoming eligible for such purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to Jeunesse® and is subject to Jeunesse's approval.

4.7 Adding of Co-Applicants.

When adding a co-applicant (either an individual or a business entity) to an existing distributorship, Jeunesse® requires both a written request and a properly executed Distributor Agreement containing both the applicant and co-applicant's Social Security Number and signatures. The original applicant must remain party to the original Distributor Agreement. If the original distributor wants to terminate his/her distributor relationship with Jeunesse®, he/she must do so in accordance to the Jeunesse® policy. If this is not followed, the business shall be terminated upon withdrawal of the original distributor. All bonus and commission checks will be sent to the address on record for the distributor position. A co-applicant may not under any circumstance be party to another distributorship. The modification permitted within the scope of this section does not include change of sponsorship. There is a Twenty-Five Dollar (\$25.00) processing fee for changes or additions.

4.8 Training Requirement.

Distributors are required to assure the adequate training of distributors they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Rewards Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with distributors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

4.9 Resignation.

Any distributor may voluntarily resign his/her distributor status by failing to renew when required or by sending written notice to the Jeunesse® Compliance Department. Resignation is effective upon receipt of such notice. A distributor who fails to renew or resigns his/her distributorship may not reapply, either individually or have a financial interest in any other distributor entity, for a period of six (6) months from the date of resignation.

4.10 Suspension.

Jeunesse® reserves the right to suspend any distributor position at any time for cause when it is deemed that the distributor may have violated the provisions of the Agreement, as they might be amended from time to time, or the provisions of the applicable laws and standards of fair dealing. Jeunesse® shall make such involuntary suspension at its discretion pending the investigation of possible Policy violation. Jeunesse® will notify the distributor by postal delivery and/or email sent to the latest address listed with Jeunesse® for the distributor. In the event of a suspension, a distributor agrees to immediately cease representing himself/herself as a distributor with Jeunesse®.

During the investigation period of the suspension, any commissions, overrides or bonuses, which may be due, if any, will be held in abeyance by Jeunesse® pending resolution. Should the infraction be deemed unsubstantiated by Jeunesse®, the suspension shall be lifted and any commissions, overrides or bonuses will be credited to the distributorship. During the applicable suspension period, Jeunesse® shall have the right to prohibit the suspended distributor from purchasing products and services. However, the suspended distributor does not have the right to represent himself/herself as a distributor or promote his/her distributor business or the products during the applicable suspension period.

4.11 Termination.

A distributor may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the distributor and delivered either through postal or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the distributor in accordance with the appeal procedure set forth below.

Immediately upon termination, the terminated distributor:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Jeunesse® product, plan or program;
- b) Must cease representing himself or herself as a distributor of Jeunesse®;
- c) Loses all rights to his/her distributorship and position in the Rewards Plan and to all future commissions and earnings resulting there from; and
- d) Must take all action reasonably required by Jeunesse® relating to its materials and protection of its confidential information and intellectual property.

Jeunesse® has the right to offset any amounts owed by a distributor to Jeunesse®. Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

4.12 Appeal.

A terminated distributor may appeal the action by submitting a letter to the Compliance Department of Jeunesse® stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances) Jeunesse® must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification. If Jeunesse® has not received the letter of appeal by the deadline date, the involuntary termination shall automatically become final.

If a distributor files a timely appeal, Jeunesse® will, at its sole discretion, review and notify the distributor of its decision. The decision of Jeunesse® shall be final and will not be subject to further review.

In the event that an appeal is denied, the termination shall remain in effect as of the date of Jeunesse's original notice.

4.13 Cumulative Remedies.

All rights, powers and remedies given to Jeunesse® are cumulative, not exclusive and in addition to any and all other rights provided by law. Upon a breach of the Agreement by a distributor, in addition to suspension and/or termination, Jeunesse® shall have the right to impose fines as established by Jeunesse® from time to time and/or to pursue all legal and equitable remedies to enforce its rights under the Agreement as set forth in Section 11.6. Jeunesse® will have the right to offset against commissions owed to a distributor for any amounts owed to Jeunesse® by such distributor.

SECTION 5 – SUCCESSION, DIVORCE OR DISSOLUTION

5.1 Succession.

Notwithstanding any other provisions of this section, upon the death of a distributor, the distributor entity shall pass to his/her successor in interest as provided by law. However, Jeunesse® will not recognize such transfer until the successor in interest has submitted a completed Sales/Transfer form to Jeunesse®, together with certified copies of the death certificate and will, trust or other instrument, and executed a Distributor Agreement. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other distributor. In addition, the successor-in-interest must be of legal age in his/her country of residence.

5.2 Divorce or Dissolution.

During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s) and with Jeunesse®, operate the Jeunesse® business, agreeing to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the Jeunesse® business jointly on a business-as-usual basis, whereby all compensation paid by Jeunesse® will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstance will Jeunesse® split commissions and bonus checks between divorcing spouses or members of dissolving entities. Jeunesse® will recognize only one (1) downline organization and will issue only one (1) commission check per Jeunesse® business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties of a divorce or a dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Distributor Agreement shall be involuntarily cancelled.

SECTION 6 – TRADEMARK, LITERATURE AND ADVERTISING.

6.1 Trademark.

The name of Jeunesse® and the name of all the Jeunesse® products, services and programs are the trademarks of and are owned by Jeunesse®. Only Jeunesse® is authorized to produce and market products and literature under these trademarks. This includes, but is not limited to, slides, overheads, brochures, videos, domain addresses, and training and/or marketing materials and all promotional material, such as, but not limited to, t-shirts, caps, pins, magnetic signs, etc. Use of the Jeunesse® name on any item not produced or authorized by Jeunesse® is prohibited.

Distributor acknowledges that any right to use Jeunesse's trademarks and copyrighted materials is non-exclusive and that Jeunesse® has the right and sole discretion to grant others the right to use such trademarks and copyrighted materials. Distributor expressly recognizes that any and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from distributor's use) inures directly and exclusively to the benefit of Jeunesse® and is the property of Jeunesse® and that, on expiration or termination of the Distributor Agreement, no monetary amount shall be attributable to any goodwill associated with distributor's use of the trademarks or copyrighted materials.

Distributors are liable to Jeunesse® for any damages arising out of their misuse of Jeunesse's trade names, trademarks, service marks, copyrights and other intellectual property rights, in any form, except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by Jeunesse®.

6.2 Yellow and White Page Listings.

Distributors are not permitted to use the Jeunesse® trade name in advertising their telephone number and fax number in the white or yellow page section of the telephone directory or on the Internet without identifying themselves as independent distributors or independent contractors.

6.3 “Toll Free” Telephone Number Listings.

Jeunesse® distributors are not permitted to list their “toll free” telephone numbers under the Jeunesse® trade name without submitting a request for approval from the Compliance Department of Jeunesse®. If approval is granted, it must be stated in the following manner:

Peter Pan

Independent Jeunesse® Distributor

OR

Independent Jeunesse® Contractor.

No other variation may be used to describe the distributor’s association with Jeunesse®.

6.4 Imprinted Checks.

Jeunesse® distributors are not permitted to use the Jeunesse® trade name or any of its trademarks on their business or personal checking accounts.

6.5 Imprinted Business Cards or Letterheads.

Jeunesse® independent distributors are not permitted to create their own business cards or letterhead with the use of the Jeunesse® name or trademark without written approval from Jeunesse®.

6.6 Jeunesse® Literature.

Only official Jeunesse® literature may be used in presenting Jeunesse® products and/or the Jeunesse® Rewards Plan and business. Jeunesse® literature may not be duplicated or reprinted without prior written permission from Jeunesse®, which may be obtained through email communication, mail or fax directed to the Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by Jeunesse®. Items on the corporate website and the replicating website may be downloaded for promotional purposes.

6.7 Advertising.

Only Jeunesse® approved materials may be used in the placement of any advertising in any print, radio, television, internet, electronic or other media. No person shall use the Jeunesse® name, logos, trademarks or copyrighted material in any advertising produced by Jeunesse® without express written permission from the Compliance Department of Jeunesse®. For approval mail, fax or email a copy of the proposed advertising material to the Jeunesse® Compliance Department. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Distributors should allow forty-eight (48) hours from receipt for processing.

6.8 Internet and Website Policy.

A Jeunesse® distributor may promote his/her distributor business through Jeunesse's replicating website program only. The website links seamlessly and directly to the official Jeunesse® website, giving the distributor a professional and Jeunesse®-approved presence on the Internet. No distributor may independently design a website that uses the names, logos, or product descriptions of Jeunesse® or otherwise promote (directly or indirectly) Jeunesse® products or the Rewards Plan. Distributors may not use the trademarks of Jeunesse® or any derivative or abbreviation thereof as a domain name or email address. Distributors may not advertise or promote their distributor business or Jeunesse's business, products or marketing plan or use Jeunesse's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of Jeunesse®, which approval may be withheld in its sole discretion. If written approval is given, distributors must abide by the guidelines set forth by Jeunesse®, including, but not limited to, the following: (a) distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor distributors; (b) distributors operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used; (c) distributors sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, distributors shall refrain from sharing such information; (d) distributors shall provide individual consumers the option to terminate any further communication between the distributor and the consumer and if any consumer requests that a distributor cease communication, the distributor shall immediately stop communicating upon such request; (e) distributors must abide by all laws and regulations regarding electronic communications; (f) distributors may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; (g) distributors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and (h) distributors may not, directly or indirectly, send bulk, unsolicited e-mails to persons with whom they have no prior or existing personal or business relationship.

6.9 Domain Names.

Distributors may not use or attempt to register any Jeunesse® trade names, trademarks, service marks, product names, Jeunesse® name or any derivative thereof, for any Internet domain name.

6.10 Email and Newsgroup Marketing.

Distributor emailing, or employing the services to email, unsolicited and unapproved email flyers are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional materials supplied directly by Jeunesse®. “Spamming”, as well as telephoning or faxing, without compliance with various laws is strictly prohibited. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Distributors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, or chain letters. Users of Jeunesse® website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website.

6.11 Internet Sites.

Distributors may not market, promote or sell Jeunesse’s marketing plan, products or services or the Jeunesse® business on any e-commerce, auction, classified ad or social networking Internet site. This prohibition includes, but is not limited to, Internet sites that have their content based on user participation and user-generated content, forums, message boards, blogs and podcasts such as eBay, Facebook, MySpace, Craig’s List, Twitter, YouTube, Wikipedia or Flickr. Jeunesse® products, marketing plan and business may be marketed and sold on the Internet only through Jeunesse® websites and not through distributor or third party websites of any kind. The use of Jeunesse’s trademarks, service marks or copyrights is explicitly prohibited on the Internet in the selling of Jeunesse® products (except on company websites).

6.12 Income Claims.

Distributors may not display, in any manner for recruiting purposes or any other reasons, commission checks or make specific income claims or representations.

Distributors must truthfully and fairly describe the Rewards Plan. No past, potential or actual income claims may be made to prospective Distributors, nor may Distributors use their own incomes as indications of the success assured to others. Income claims include statements of average or non-average earnings, statements of earning ranges, income testimonials, lifestyle claims and hypothetical claims. Commission checks may not be used as marketing materials. Distributors may not guarantee commissions or estimate expenses to prospects. Any earnings information or statements regarding income in the Rewards Plan are solely to explain the Rewards Plan and are not representations or guarantees of any earnings or income. Jeunesse® does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including a

Distributor's individual efforts, business experience and skills. Jeunesse® makes no warranty or representation as to the level of success, if any, Distributors may achieve by selling any product or in soliciting Distributors or retail customers.

6.13 Trade Shows/Auction Sites.

With prior written authorization from Jeunesse®, distributors may display Jeunesse® products and the opportunity at trade shows. Requests for participation in trade shows must be received in writing by Jeunesse® at least two (2) weeks prior to the event. Jeunesse® products and the Jeunesse® business are the only products and opportunity that may be offered, directly or indirectly, at the trade show booth or table. Only Jeunesse® approved marketing materials may be displayed or distributed.

Distributors may not market or sell Jeunesse® products or services or promote the Jeunesse® marketing plan or business via live, silent or any other type of auction, including without limitation, on the Internet, even if offered at the distributor-suggested retail price.

6.14 Re-Packaging Prohibited.

The repackaging of Jeunesse® products for resale or for any reason whatsoever is prohibited.

6.15 Recordings.

Distributors shall not produce or reproduce Jeunesse® produced audio or video materials detailing the Jeunesse® opportunity or products. Distributors shall not audiotape in any manner any Jeunesse® function.

6.16 Telephone Answering.

Distributors may not answer the telephone or create recordings saying "Jeunesse®" or anything similar that could lead the caller to believe that he or she has reached the Corporate Office of Jeunesse®.

6.17 Voicemail Systems.

Jeunesse® maintains a voicemail system for use by distributors. This system is a tool intended to promote communication with downline organizations. Under no circumstance shall a distributor use the Jeunesse® voicemail system to promote the sale of other services and products or any non-Jeunesse® program or opportunity.

6.18 Media Interviews.

Distributors are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize Jeunesse®, its products or their Jeunesse® businesses, without the express prior written approval of Jeunesse®. All media inquiries should be referred to Jeunesse's corporate office.

6.19 Third Party Materials.

Distributors may not sell any training, sales or leadership products, materials, systems or programs (collectively "Third Party Products") to Jeunesse® distributors, whether or not such Third Party Products are produced by the distributor or another person or entity or contain any trademarks, service marks or copyrights of Jeunesse®. If any distributor desires to use (not sell) any Third Party Materials in his or her Jeunesse® business, he or she must obtain the written consent of Jeunesse® prior to use.

SECTION 7 – PAYMENT OF BONUSES AND OVERRIDES

7.1 Distributor Agreement.

Bonuses and overrides cannot be paid until a completed Jeunesse® Distributor Agreement has been received and accepted by Jeunesse®. Bonuses are paid ONLY on the sales of Jeunesse® products. No bonuses are paid on the purchases of any sales material, sales aids or the recruitment of distributors.

7.2 Commission Checks.

The minimum amount of payment of commission checks is Ten Dollars (\$10.00) or as otherwise mandated by any country in which Jeunesse® operates. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds Ten Dollars (\$10.00).

7.3 Deductions.

A check processing fee of Two and 50/100 Dollars (\$2.50) will be deducted from all commission checks.

7.4 Unclaimed Commissions and Credits.

There shall be a Fifteen Dollar (\$15.00) charge for reissuing a check and a Ten Dollar (\$10.00) fee for each notice that is sent to the distributor advising that the check had not been cashed.

7.5 Dormant Outstanding Commission Payments.

A monthly dormant commission fee of Twenty Dollars (\$20.00) will be charged for the following:

1. All outstanding commissions checks that have not been negotiated within six (6) months of issuance;
2. Commissions in a distributor's wallet when there has been no activity in the wallet for a period of six (6) months;
3. Pending commission payments that are delayed for a period of six (6) months due to the action or inaction of a distributor.

The fee will be charged monthly on each outstanding weekly commission payment. The dormant commission fee cannot reduce the commission below \$0.

SECTION 8 – PURCHASE AND SALE OF PRODUCTS

8.1 Sales Presentations.

At sales presentations, distributors shall truthfully identify themselves, the Jeunesse® products, and the purpose of their business to prospective customers. Distributors may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be accurate and complete, including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Distributors must immediately discontinue a demonstration or sales presentation upon the request of the consumer. Distributors shall not directly or by implication denigrate any other company or product. Distributors shall refrain from using comparisons that are likely to mislead and that are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. Distributors shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

8.2 Purchase at Discount.

Jeunesse® distributors are entitled to purchase products from Jeunesse® at a discounted price.

8.3 Stockpiling Prohibited.

The success of Jeunesse® depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. Jeunesse® recognizes that distributors may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes and for the purpose of

provisioning new distributors as they are sponsored. However, Jeunesse® strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Rewards Plan.

8.4 Back Orders.

Should any Jeunesse® product or sales material be unavailable for any period of time, Jeunesse® distributors will be given the option of placing the order(s) and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

8.5 Seventy Percent Rule.

In order to qualify for commission and overrides, each distributor must certify with the purchase of product that he/she has sold to retail customers and/or has consumed seventy percent (70%) of all products previously purchased. This is known in the industry as the “Seventy Percent Rule”.

8.6 Retail Sales Required.

In order to qualify for any compensation payable under the Jeunesse® Rewards Plan, a distributor should make retail sales to the ultimate consumer.

8.7 Shipping Address.

Jeunesse® will only accept street addresses for shipping purposes. Orders will be shipped via USPS or other shipper as determined by Jeunesse® so that they may be tracked and, if necessary, replaced in a timely manner. Post office boxes are accepted for the mailing of commission checks only.

8.8 Direct Purchases.

A Jeunesse® distributor should purchase product needs directly from Jeunesse®. In the event that a distributor obtains product from his/her sponsor or upline distributor’s personal inventory, the commissions associated with the purchase will be attributed to the sponsor or upline distributor who purchased the product.

8.9 Credit Card Purchases.

Credit card purchases may only be made by the individual whose name and address is on the credit card. Any distributor who uses another individual’s credit card to pay for purchases should submit a credit card authorization form to Jeunesse® with the order prior to placing the order. Jeunesse® considers unauthorized credit card use as fraudulent and will report such actions to the proper authorities for settlement.

8.10 Credit Card Chargebacks.

Under no circumstance will any distributor charge back any credit card purchase. Any distributor who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a distributor's credit card, the distributor should immediately contact Jeunesse® to initiate an investigation and resolution.

8.11 Commission Adjustments.

Any upline distributor affected by returned products to Jeunesse® will accordingly be subject to adjustment in his/her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned products.

8.12 Bonus Buying.

Bonus buying includes (a) the enrollment of an individual or entity as a Jeunesse® distributor without the knowledge of and/or execution of a Distributor Agreement by such individual or entity; (b) the fraudulent enrollment of an individual or entity as a distributor; (c) the enrollment or attempted enrollment of non-existent individuals or entities as distributors (phantoms); or (d) the use of a credit card on behalf of a distributor when the distributor is not the account holder of such credit card. Bonus buying constitutes a breach of these Policies and Procedures and is strictly prohibited.

8.13 Shipping Costs.

It is the ordering distributor's sole responsibility to indicate (a) method and means of shipping and (b) destination address. The methods available are stated on each order form and on the Jeunesse® website along with prepaid costs for shipping. Shipping costs will be automatically calculated. Distributors will be required to pay an additional fee of \$2.50 USD on all orders totaling \$400.00 USD and over for "Signature Confirmation"—a service that provides an extra level of security by confirming the delivery of an order, including the date, time and location.

Should the receiving party of an order shipped from Jeunesse® refuse delivery and the shipment is returned to Jeunesse®, the ordering distributor's status will be made "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the distributor's account.

Distributors importing Jeunesse products for Personal Use under the Not For Resale (NFR) program are responsible for any additional shipping costs that may be imposed by their country of residence, which may include duties, taxes, processing and/or handling fees.

8.14 Returned Packages.

In the event that a package is returned due to a distributor's error or if the package was not picked up in a timely manner and returned, Jeunesse® will charge the distributor a re-shipping fee.

8.15 Special Orders.

Jeunesse® will not “hold” orders or delay shipment of products that have been processed. Once payment has been received, all orders must be released for shipping.

8.16 Consignment.

In order to protect the Jeunesse® business and the integrity of Jeunesse®, Jeunesse® products may not be delivered to a Jeunesse® distributor or another party on consignment. Only authorized Jeunesse® distributors may sell Jeunesse® products.

8.17 Damaged Shipments.

1. Accept delivery.
2. Before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged, while also including photographic evidence of such.
3. Save the damaged product and box(es) for inspection by the shipping agent.
4. Make an appointment with the shipping company to have the damaged goods inspected.
5. File a claim with the shipping company.
6. Notify the Customer Service Department of Jeunesse®.

8.18 Short Shipments.

Jeunesse® takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Distributors must report any damages within five (5) business days following receipt of shipment. Once notified and verified, Jeunesse® will ship missing items to the address on the original order.

8.19 Sales Tax.

For purchases made from Jeunesse®, Jeunesse® collects and remits applicable state and local taxes, which may be due on the suggested retail price of those products and/or materials. The applicable rate of tax due is based upon the address to which the product and/or sales materials are to be delivered.

Exemption from payment of sales tax is applicable to orders that are shipped to a state in which a valid sales tax exemption of a distributor is on file with and accepted by Jeunesse®. Applicable sales taxes will be charged on orders which are drop-shipped to another state. Tax exemptions are not retroactive.

SECTION 9 – SALES AND PRICING

9.1 Price Changes.

All Jeunesse® products and literature prices are subject to change without prior notice.

9.2 Suggested Retail Pricing.

Jeunesse® provides a suggested retail price as a guideline. Jeunesse® distributors may sell Jeunesse® products at whatever price they and their customers agree; however, a distributor is not permitted to advertise any price below the Jeunesse®-suggested retail price. This includes, but is not limited to, “free” products or any other special pricing that would fall below the suggested retail price. No Jeunesse® product may be offered along with the products of any other company regardless of whether that product is offered through network marketing or any other means.

9.3 Receipts: Retail Customers.

Jeunesse® distributors will provide all retail customers of Jeunesse® products with printed sales receipts.

9.4 Insufficient Funds.

It is the responsibility of each distributor to make certain that current credit card information is on file for Autoship payments and that there are sufficient funds for the draft.

9.5 Returned Checks.

All distributor checks used for payment of product will be re-submitted for payment. A Twenty-Five Dollar (\$25.00) processing fee will be charged to the account of the offending distributor. All subsequent orders must be paid by credit card, money order or cashier’s check.

SECTION 10 - RETAIL GUARANTEE AND REFUND POLICY

10.1 Retail Customer Returns.

Jeunesse® offers a thirty (30) day, one hundred percent (100%) unconditional money back guarantee on products to all retail customers. Each Jeunesse® distributor is bound by his/her Distributor Agreement and the Policies and Procedures to honor this guarantee. Prior to the completion of any retail sale, a distributor must make a verbal disclosure of the right to cancel. If a retail customer is dissatisfied with any Jeunesse® product for any reason, then the retail customer may return the unused portion of the

product(s) to the Company if purchased online or to the distributor from whom it was purchased within thirty (30) days from the date of purchase for either a replacement, exchange for another product or a full refund of the purchase price of the product.

Jeunesse® will replace the returned product to the distributor providing the following steps and conditions are met:

- Jeunesse® is notified of a pending retail customer return.
- The distributor through whom it was originally purchased returns the product to Jeunesse® as instructed by Jeunesse® Customer Service.
- The product is received by Jeunesse® within fifteen (15) days from the return date to the distributor.
- The return* is accompanied by the following:
 - A signed statement from the retail customer identifying the reason for the return and include:
 - A dated copy of the original sales receipt;
 - The product as received from the retail customer; and
 - The name, address and telephone number of the retail customer.

Proper shipping carton(s) and packing material are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. Jeunesse® will pay the cost of shipping replacement product(s) to the distributor.

Jeunesse® will not refund, to any distributor, the purchase price of any retail customer returns and no replacement products will be released if the conditions of the rule are not met.

*Retail sales return requests must be clearly written with complete details (name, address, telephone number, email – if available, and any other information which would allow Jeunesse® to verify the sale and subsequent return). Unverifiable retail sales cannot be replaced. Falsified information could lead to further investigation and possible suspension of distributorship.

10.2 Return by Online and Preferred Customers.

Jeunesse® offers online and preferred customers an unconditional thirty (30) day money back guarantee. If for any reason an Online or Preferred customer is dissatisfied with any Jeunesse® product, he/she may return his/her initial purchase of that product within thirty (30) days for a replacement, exchange or full refund of the purchase price (less shipping).

10.3 Return Product Authorization.

Before any product may be returned to Jeunesse®, whether it is a shipping error, retail customer return, damaged product or resignation, the distributor must contact Jeunesse® customer service either by fax, postal delivery or email to obtain a Return Merchandise Authorization number (RMA). Any package received without such identification clearly visible on the package exterior will be refused.

10.4. Quality Control (QC).

Jeunesse® will replace, within thirty (30) days of purchase, any product found to be defective. However, no product should be returned to Jeunesse® prior to the approval to do so from Jeunesse® Customer Service, whether through a telephone, mail, fax, or email request. In order to assure that replacement product will be issued, strict compliance to the following procedure is required:

1. A written replacement request must be submitted, stating the reason for the request, and accompanied by verification of payment and a copy of the product order form and packingslip.
2. Upon notification Jeunesse® will instruct the distributor where to ship the product and will issue an RMA (Return Merchandise Authorization) number, which must be clearly written on the exterior of the returned package(s). Upon receipt and verification Jeunesse® will ship out the replacement product(s).

10.5 Resignation Returns.

If a distributor wishes to return product purchased for personal use, inventory purposes or sales aids while the Distributor Agreement was in effect, all product in CURRENT, REUSABLE AND RESALABLE condition which has been purchased within twelve (12) months shall be repurchased subject to compliance with the Seventy Percent Rule (see Section 8.5) . The purchase shall be at a price of not less than ninety percent (90%) of the original net cost to the distributor minus any freight charges and commissions paid to the distributor. Any such requests will be considered a resignation of the distributorship.

All international returns must be made within ninety (90) days from the date of purchase and are subject to all other guidelines stated herein.

In the event that inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of thirty (30) days during which time the distributor has the right to request return of those items. Distributors will pay for all shipping charges. Should this request not be received by the customer service department in the time period noted above, Jeunesse® reserves the right to destroy such inventory without further compensation to that distributor.

** Where a state or international law is inconsistent with the terms of these Policies, the state or international law will control.**

In order to ensure that a distributor refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted, either by fax, postal delivery or email to Jeunesse® customer service, clearly citing the reason for the resignation and for the return of product and/or sales materials.
2. Upon receipt of the proper information, Jeunesse® will instruct the distributor where to ship the products along with the RMA (Return Merchandise Authorization) number, which must be clearly visible on the exterior of all packages. Any return without this information on the outside of the package will be refused without exception. Jeunesse® will issue the refund within approximately thirty (30) days from the date of receipt of the authorized merchandise.

3. The distributor assumes the cost of shipping any merchandise to Jeunesse®.
4. The distributor assumes responsibility for packing and shipping products in a manner that will ensure that it is received in a timely manner and with minimal damage. Jeunesse® will not accept damaged merchandise for refund.
5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used to place the order, the reimbursement will be issued back to that same card. If the payment was made by check, the refund will be issued in the form of a check.

10.6 Unauthorized Returns.

Should a distributor refuse delivery of any Jeunesse® shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary suspension.

10.7 Buyer's Right to Cancel.

Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers consumer sales of \$25.00 or more made in the home and from temporary locations (not permanent retail locations). After March 15, 2015, the threshold for consumer sales from temporary locations will increase to \$130.00. Please see the website for the required retail receipt and instructions. In addition, the distributor must orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchases the goods.

10.8 Exchanges.

Jeunesse® will not accept product exchanges from distributors.

10.9 Warranties.

Except as expressly stated herein, Jeunesse® makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through Jeunesse®.

EXCEPT AS EXPRESSLY MADE BY JEUNESSE® IN WRITING, JEUNESSE® MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH JEUNESSE®. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF JEUNESSE® ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." JEUNESSE® DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. JEUNESSE® DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED OR

HOSTED BY JEUNESSE® OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. JEUNESSE® IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

SECTION 11 – GENERAL PROVISIONS

11.1 Record Keeping.

Jeunesse® encourages all of its distributors to maintain complete and accurate records of their business transactions. Jeunesse® may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

11.2 Amendments.

Jeunesse®, at its discretion, reserves the right to amend the Policies and Procedures as set forth therein, its distributor or suggested retail prices, product availability and formulations, and Rewards Plan, as it deems appropriate without prior notice. Such Policies and Procedures and Rewards Plan modifications, and all changes thereto, shall become a binding part of the Agreement upon publication on the official Jeunesse® website. It is the distributor's responsibility to stay abreast of current and updated information, and Jeunesse® is in no way liable for any distributor's lack of knowledge of the updated and current information. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If Jeunesse® brochures, product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorized for use by Jeunesse® distributors.

11.3 Non-Waiver Provisions.

No failure of Jeunesse® to exercise any power under these Policies and Procedures or to insist on strict compliance by a distributor with any obligation to provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Jeunesse's right to demand exact compliance with these Policies and Procedures. Waiver by Jeunesse® can be affected only in writing by an authorized officer of Jeunesse®. Jeunesse's waiver of any particular default by a distributor shall not affect or impair Jeunesse's right or obligation of any other distributor, nor shall any delay or omission by Jeunesse® to exercise any right arising from default affect or impair Jeunesse's right as to that or any subsequent default.

11.4 Certain Residents Only.

The following only applies to distributors who are residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: A distributor in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to Jeunesse® either by postal delivery, fax or through email.

If the distributor had purchased product for administrative services while this Agreement was in effect, taking into consideration any sales made by or through such distributor prior to the notification to Jeunesse® of the election to cancel, Jeunesse® shall repurchase all unencumbered product in reasonable, resalable, or reusable condition that was acquired by the distributor from Jeunesse®. Such repurchase shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and commissions paid to that distributor.

The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the distributor of such fees and services and shall reflect all administrative services that have not, at the time of resignation, been provided to the distributor. Jeunesse® shall further refund not less than ninety percent (90%) of the cost to the distributor of any other consideration paid by the distributor in order to participate in the program. The distributor will be held responsible for all shipping expenses incurred in returning sales aids or products to Jeunesse®.

11.5 Reporting Policy Violations.

Distributors observing a policy violation by another distributor should submit a written report of the violation to the Compliance Department of Jeunesse®, either through fax, postal delivery or email. Such documents must bear the distributor's signature and Personal Identification Number (PIN). Anonymous complaints will not be accepted under any condition. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report.

11.6 Arbitration.

All disputes and claims relating to Jeunesse®, the Agreement, or its products, the rights and obligations of a distributor of Jeunesse®, or any claims or causes of actions relating to the performance of either a distributor or any Jeunesse® under the Agreement, and/or a distributor's purchase of product(s) shall be settled totally and finally by arbitration in Altamonte Springs, Florida, or such other location as Jeunesse® prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions, with preference being an attorney knowledgeable in the direct selling industry, selected from a panel, which the American Arbitration Association approves. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a distributor files a claim or counterclaim against Jeunesse®, a distributor shall do so on an individual basis and not with any other distributor or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement for arbitration shall survive any termination or expiration of the Distributor Agreement.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary or confidential information of Jeunesse[®], without Jeunesse's written consent. Jeunesse[®] may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to Jeunesse[®]. In addition to monetary damages, Jeunesse[®] may obtain injunctive relief against a distributor in violation of the Agreement, and for any violation of misuse of Jeunesse's trademark, copyright or confidential information policies.

Nothing in this rule shall prevent Jeunesse[®] from terminating the Distributor Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect Jeunesse's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

Nothing contained herein shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Rewards Plan, or the Distributor Agreement.

The existence of any claim or cause of action by a distributor against Jeunesse[®], whether predicated on the Distributor Agreement or otherwise, shall not constitute a defense to Jeunesse[®] enforcement of the covenants and agreements contained in the Distributor Agreement.

11.7 Entire Agreement.

This Agreement (comprised of these Policies and Procedures, the Distributor Agreement, and the Rewards Plan, as may exist or hereafter be amended) constitutes the entire agreement of the parties regarding their relationship and the subject matter hereof and related hereto.

11.8 Severability.

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure that Jeunesse[®] has prescribed is held to be invalid or unenforceable, Jeunesse[®] shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A distributor shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

11.9 Limitation of Damages.

To the extent allowed by law, Jeunesse[®] and its affiliates, officers, directors, employees and other distributors shall not be liable for and each distributor hereby releases the foregoing from, and waives

any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claims whatsoever relating to Jeunesse's performance, non-performance, act of omission with respect to the business relationship or other matter between the distributor and Jeunesse® whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the distributor shall not exceed and is hereby expressly limited to the amount of unsold Jeunesse® product owned by the distributor, which was directly purchased thereby from Jeunesse®, and any commissions or bonuses due.

11.10 Indemnity Agreement.

Each and every distributor agrees to indemnify and hold harmless Jeunesse®, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the distributor's (a) activities as a distributor; (b) breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

11.11 Force Majeure.

Jeunesse® shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

11.12 Governing Law.

The Agreement shall be governed by the laws of the State of Florida.

11.13 Authorization to Use Name and Likeness.

By executing the Agreement, each Distributor grants to Jeunesse® and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Distributor's business with Jeunesse (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Distributor waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Distributor further releases Jeunesse® from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and

defamation (including libel and slander). A Distributor may withdraw his or her authorization of any use of his or her Likeness that has not already been publicized by providing written notice to Jeunesse. Distributors agree that any information given by Distributor, including his or her testimonial, is true and accurate.

11.14 Privacy.

Distributors must comply with all applicable privacy and data security laws, including security breach notification laws. Distributors must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a retail customer, prospective retail customer or other Distributors. Distributors must hold such information in strict confidence. Distributors are responsible for the secure handling and storage of all documents that may contain such private information. Distributors must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data. Distributors should retain documents containing such information for only as long as necessary to complete the transaction. Distributors should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the customer data and other confidential information in those records to make it unreadable, unreconstructible, and indecipherable through any means.

11.15 Sales Forces of Other Companies.

Distributors may not target the sales force of another direct sales company to become Distributors or to sell the products of Jeunesse®. Distributors may not encourage members of the sales force of another direct sales company to violate the terms of their contract with such company. Distributors bear the sole risk and sole liability for such activities, which activities are not endorsed or supported by Jeunesse®.

11.16 Survival.

Any provision of the Policies, which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets and confidential information covenants contained in the Policies.

A large, light gray watermark is oriented diagonally across the page. It features a square containing the word "truth" in a lowercase, sans-serif font. To the right of the square, the words "in advertising.org" are written in a similar lowercase, sans-serif font, with a registered trademark symbol (®) at the end.

EXHIBIT E



BUSINESS DEVELOPMENT AGREEMENT

This Business Development Agreement is entered into by and between Jeunesse Global, LLC ("the Company" or "JEUNESSE") and Matthew Nestler (username: matthewn) (collectively referred to as "Distributor") effective March 5, 2014 (the "Effective Date") in which the parties agree as follows:

1.0 RECITALS

1.1 The Company is an international direct selling organization and operates and distributes certain youthful aging products through independent distributors worldwide.

1.2 Distributor will be an independent distributor of the Company who has substantial knowledge and experience in distributing products throughout various international markets through an MLM structure.

1.3 The Company desires to provide additional incentives to Distributor to develop Jeunesse Global business in accordance with the terms and provisions of this Agreement,

1.4 Therefore, for good and valuable consideration, including the promises made by each party and the acts taken in accordance therewith, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2.0 BUSINESS DEVELOPMENT PAYMENT

2.1 Distributor agrees to focus his exclusive full-time efforts to build the Jeunesse market, during the term of this agreement. To support Distributor's efforts in building the markets, the Company will provide additional support as set forth in this agreement.

2.2 Distributor shall receive the following additional support from the Company:

2.2.1 Company will "Top Up" Distributor's earnings on a monthly basis to \$15,000 (actual support payment \$15,000 less the commissions earned by Distributor during the month) for up to six months, beginning with the month of March, 2014 and ending August, 2014 so long as the Distributor has achieved the following unencumbered personal group sales volumes (unencumbered volume is volume from distributors that are not receiving any support payments from Company):

Month 1	CV 15,000
Month 2	CV 30,000
Month 3	CV 45,000
Month 4	CV 60,000
Month 5	CV 75,000
Month 6	CV 90,000

In the event distributor does not generate the CV required in this paragraph, but produces at least 50% of the required monthly volume, Company shall top up the distributor to the pro rata reduced monthly amount based on the amount of Personally Sponsored Group Volume CV to the required CV set forth herein.

Payments under this paragraph shall be paid by Company to Distributor by the 10th of the following month.

2.2.2 Sponsorship of position keving will be held by company until such time as initial investment is paid back.

2.2.3 Any commissions which exceed \$15,000 per month will be applied to the payback of the initial investment of keving position.

2.2.4 After the payback of the initial investment of keving position, any commissions exceeding \$15,000 per month will be divided equally between Distributor and a position designated by Company to be used as a travel fund for keving downline. Distribution of the payment will be handled by Company.

2.2.5 During the payback period of the initial investment of keving position, Distributor's position (matthewn) will be allowed to cycle from CV generated from position keving.

2.2.6 Position keving will not be considered encumbered volume towards BDA qualification targets.

2.2.7 At the end of the term of the agreement, upon mutual agreement of both parties, agreement may be extended.

2.3 The Company and Distributor also agree to the following provisions:

2.3.1 The Term of this Agreement shall commence on the effective date and continue each month until the occurrence of any one or more of the following acts, events or conditions (hereinafter "Event(s) of Termination"):

2.3.2 Distributor shall commit a material breach of contract by failing to exercise its best efforts to develop Jeunesse Global business,

2.3.3 Distributor shall become bankrupt (or seek protection from creditors), insolvent, defunct, or cease to operate as a going concern, or

2.3.4 Distributor ceases to be an active independent distributor of the Company in good standing.

2.3.5 Distributor violates the Policies and Procedures of Company which results in a termination of the Distributorship position referenced in this agreement.

2.4 Upon the occurrence of any Event of Termination described in subparagraphs 2.3.1 through 2.3.5 (whichever shall first occur), the Company shall have no obligations to Distributor, including any obligation to make any Business Development Payment to Distributor.

2.6 Distributor agrees to work exclusively with Company for a period of one year from the date of execution of this agreement. Distributor agrees to focus his/her exclusive full-time efforts to build the Jeunesse market and cannot either directly or indirectly be a distributor or promote any new MLM or network marketing program during the one year term, regardless of whether Distributor is a distributor with the Company. Distributor may receive compensation from prior involvement with other MLM programs but will not be visible in or actively working as a distributor in them. In the event Distributor violates this provision, Distributor shall owe Company liquidated damages of \$90,000. Distributor will be released of this obligation in the event Company ceases operations prior to Distributor violating the terms of this paragraph.

2.7 Distributor will not violate the terms of any agreements, including but not limited to any non-solicitation and non-compete agreements, in building his Jeunesse organization.

2.8 Distributor is exempted from participating in the certain promotion.

2.9 Distributor will notify the company of his back office user name within 48 hours of his enrollment. This information will be sent via email to darren.jensen@jeunesseglobal.com.

3.0 GENERAL PROVISIONS

3.1 Jeunesse Global LLC and Distributor agree to not disclose the terms of this agreement or the terms of any additional compensation to any third parties.

3.2 This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter, whether oral or written or partly oral and partly written, and constitutes a complete and exclusive statement of the terms of the

agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement signed by the parties.

3.3 Neither party may assign any of its rights under this Agreement without the prior consent of the other party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this agreement. No third parties are intended to be beneficiaries hereof.

3.4 This Agreement will be governed by the laws of the State of Florida as if it were to be wholly performed within such State.

3.5 The parties agree that the District Court of Seminole County, Florida is the proper venue to resolve any disputes regarding this agreement and the parties consent to this jurisdiction.

Executed by the parties March 5, 2014.

**THE COMPANY
JEUNESSE GLOBAL, LLC.**

By: 

Darren Jensen, CSO

DISTRIBUTOR



Matthew Nestler

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff
(s): **James J. Aboltin**

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

**David N. Ferrucci
Dickinson Wright PLLC
1850 N. Central Ave, Ste 1400
Arizona 85004
602-285-5000**

**Jonathan S. Batchelor
Dickinson Wright PLLC
1850 N. Central Ave, Ste 1400
Phoenix, Arizona 85004
602-285-5000**

**David G. Bray
Dickinson Wright PLLC
1850 N. Central Ave, Ste 1400
Phoenix, Arizona 85004
602-285-5000**

**Jeunesse, LLC aka Jeunesse
Global, Inc., a Florida limited
Defendant liability company ; Wendy R.
(s): **Lewis ; Ogale "Randy" Ray ; Scott
A. Lewis ; Kim Hui ; Jason
Caramanis ; Alex Morton****

County of Residence: Outside the State of
Arizona

Defendant's Atty(s):

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff:- N/A

Defendant:- N/A

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **470 RICO**

VI. Cause of Action: **18 U.S.C. 1961, et. seq. Unlawful Racketeering**

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand: **250,000.000**

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: David N. Ferrucci

Date: July 28, 2016

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014