

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Richard T. Bowles/David A. Goldstein 46234/319394
 Bowles & Verna, LLP
 2121 N. California Blvd., Suite 875
 Walnut Creek, CA 94596
 TELEPHONE NO.: 925-935-3300 FAX NO.: 925-935-0371
 ATTORNEY FOR (Name): NEW U LIFE and ALEXY GOLDSTEIN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Contra Costa
 STREET ADDRESS: 725 Court Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Martinez, CA 94553
 BRANCH NAME:

CASE NAME: New U Life v. Hargett

FOR COURT USE ONLY

FILED

FEB 15 2019

K. RIEKER, CLERK OF THE COURT
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF CONTRA COSTA

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **C 19-00323**

JUDGE:

DEPT.:

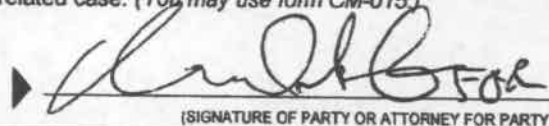
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input checked="" type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Defamation; Trade Libel; Breach of Contract; Preliminary/Permanent Inj.
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 14, 2019
 Richard T. Bowles
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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1. Check one box below for the case type that best describes this case:
Auto Tort: Auto (22), Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: Asbestos (04), Product liability (24), Medical malpractice (45), Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: Business tort/unfair business practice (07), Civil rights (08), Defamation (13), Fraud (16), Intellectual property (19), Professional negligence (25), Other non-PI/PD/WD tort (35)
Employment: Wrongful termination (36), Other employment (15)
Contract: Breach of contract/warranty (06), Rule 3.740 collections (09), Other collections (09), Insurance coverage (18), Other contract (37)
Real Property: Eminent domain/inverse condemnation (14), Wrongful eviction (33), Other real property (26)
Unlawful Detainer: Commercial (31), Residential (32), Drugs (38)
Judicial Review: Asset forfeiture (05), Petition re: arbitration award (11), Writ of mandate (02), Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): Antitrust/Trade regulation (03), Construction defect (10), Mass tort (40), Securities litigation (28), Environmental/Toxic tort (30), Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: Enforcement of judgment (20)
Miscellaneous Civil Complaint: RICO (27), Other complaint (not specified above) (42)
Miscellaneous Civil Petition: Partnership and corporate governance (21), Other petition (not specified above) (43)

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a. Large number of separately represented parties d. Large number of witnesses
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6 Telephone: (925) 935-3300
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8 Email: rbowles@bowlesverna.com

9 Attorneys for Plaintiffs
10 NEW U LIFE and ALEXY GOLDSTEIN

FILED
FEB 15 2019

CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By _____
N. WILSON, Clerk

~~SUMMONS ISSUED~~

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF CONTRA COSTA

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT 33 FOR ALL
PURPOSES.

13 NEW U LIFE and ALEXY GOLDSTEIN

14 Plaintiffs,

15 v.

16 GEORGIA HARGETT, a/k/a GEORGIA
17 BALSLEY, and DOES 1 through 10, inclusive,

18 Defendants.

Case No. **C 19-00323**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

- 1) DEFAMATION PER SE,
- 2) TRADE LIBEL,
- 3) BREACH OF CONTRACT, AND
- 4) PRELIMINARY AND PERMANENT INJUNCTION

19 Come now Plaintiffs NEW U LIFE and ALEXY GOLDSTEIN (collectively "PLAINTIFFS")
20 and allege as follows:

21 1. Plaintiff NEW U LIFE ("NUL") is a corporation organized under the laws of the State
22 of California and headquartered in Contra Costa County, State of California. NUL is a multi-level
23 marketing ("MLM") company that sells, via its distribution partners, various nutritional supplements.

24 2. Plaintiff ALEXY GOLDSTEIN ("GOLDSTEIN") is an individual resident of Contra
25 Costa County, State of California. GOLDSTEIN is the founder, CEO, and majority shareholder of
26 NUL.

27 3. Plaintiffs are informed and believe and thereon allege that Defendant Georgia Hargett,
28 also known as Georgia Balsley, ("HARGETT") is an individual resident of the State of Michigan.

JURISDICTION

4. Jurisdiction over this matter is proper before the Superior Court of the State of

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9 Attorneys for Plaintiffs
10 NEW U LIFE and ALEXY GOLDSTEIN

FILED
FEB 15 2019
CLERK OF THE COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA
By _____
C. Valentin, County Clerk

SUMMONS ISSUED

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12 **COUNTY OF CONTRA COSTA**

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26 NUL.

27 3. Plaintiffs are informed and believe and thereon allege that Defendant Georgia Hargett,
28 also known as Georgia Balsley, ("HARGETT") is an individual resident of the State of Michigan.

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4. Jurisdiction over this matter is proper before the Superior Court of the State of

1 California as HARGETT has availed herself of California's laws by committing an intentional act
2 expressly aimed at parties in the forum, the defaming of NUL and GOLDSTEIN, knowing that the act
3 would cause harm in California. The controversy at hand arises from HARGETT's intentional acts
4 aimed at California. The assertion of personal jurisdiction over HARGETT in California, therefore,
5 comports with the notions of fair play and substantial justice.

6 5. In addition, forum in California is proper because HARGETT breached a contract (the
7 "Contract"), to which NUL was also a party, which was executed in California.

8 6. Venue is proper in Contra Costa County as NUL is headquartered in Contra Costa
9 County and GOLDSTEIN is a resident of Contra Costa County, and thus, the intentional acts of
10 HARGETT were aimed at Contra Costa County. Moreover, the Contract was executed in Contra
11 Costa County.

12 7. Finally, forum in California and venue in Contra Costa County are proper as the
13 Contract includes terms whereby the parties to the Contract agreed to NUL's "Distributor Policies and
14 Procedures" ("DP&P"), which contains, at Paragraph 45, a "Governing Law, Jurisdiction, and Venue"
15 selection clause that mandates forum and venue in those locations, respectively. The Contract and the
16 DP&P are attached hereto as **Exhibits A and B**, respectively.

17 FACTUAL ALLEGATIONS

18 8. On or about within the last fifteen months, HARGETT worked as an Independent
19 Marketing Consultant ("IMC") for NUL. When HARGETT signed up to be an IMC for NUL, she
20 executed the Contract between herself and NUL whereby she agreed to abide by NUL's DP&P.

21 9. Paragraph 29 of the DP&P states: "Complaints and concerns about New U Life and/or
22 its products should be directed to the Customer Service Department. IMCs must not disparage,
23 demean, or make negative remarks to third parties or other IMCs about New U Life, its owners,
24 officers, directors, management, other New U Life IMCs, New U Life's products, the Marketing and
25 Compensation plan, or New U Life's directors, officers, or employees. Disputes or disagreements
26 between any IMC and New U Life shall be resolved through the dispute resolution process, and the
27 Company and IMCs agree specifically not to demean, discredit, or criticize one another on the Internet
28 or any other public forum."

1 10. On or about within the last twelve months, HARGETT contacted several of NUL's
2 distributors, making defamatory and false statements about NUL and GOLDSTEIN to them in an
3 attempt to hurt PLAINTIFFS and convince those contacted to end their business relationships with
4 PLAINTIFFS.

5 11. On or about within the last twelve months, HARGETT sent a digital message to NUL's
6 distributor, Kim O'Brien, stating, in reference to PLAINTIFFS, "The bottom line is they are crooks
7 and manipulators. I am do [sic] sorry for you and your team. It is alot [sic] to digest." A screenshot of
8 that message is attached to this Complaint as **Exhibit C**. HARGETT also said to Kim O'Brien, in
9 reference to PLAINTIFFS, "I know but we are speaking of a group of people who lie and are
10 deceptive." A screenshot of that message is attached to this Complaint as **Exhibit D**.

11 12. On or about within the last twelve months, HARGETT sent a digital message to NUL's
12 distributor, Bob Walters, stating, in reference to one of NUL's products and a user of that product,
13 "there is another gel user who has recently died." HARGETT made the statement to suggest that
14 NUL's product was the cause of the user's death. A screenshot of that message is attached to this
15 Complaint as **Exhibit E**. HARGETT goes on to say, "The gal that had that was 40 with the very
16 aggressive lung and liver cancer died this morning." When Bob Walters asked HARGETT what the
17 cause of the lung cancer was, HARGETT responded, "she was a gel user." A screenshot of those
18 messages is attached to this Complaint as **Exhibit F**. HARGETT also stated to Bob Walters, "NUL
19 shuts people down and takes their money without notice or any type of communication." A screenshot
20 of that message is attached to this Complaint as **Exhibit G**.

21 13. On or about within the last twelve months, HARGETT sent a digital message to NUL's
22 distributor, Laura Rackers, casting doubt on the credibility of a doctor affiliated with NUL.
23 HARGETT said, "Good evening Laura, I know you have so much on your plate. I recorded this call
24 and they are mentioning you and not sure why. Dr. Nordyke is such a liar. Makes me sick." A
25 screenshot of that message is attached to this Complaint as **Exhibit H**. HARGETT goes on to say,
26 "any doctor to come on board if they are ethical should run as they could lose their license and more,"
27 suggesting that a doctor could not ethically endorse NUL's products and business. A screenshot of
28 that message is attached to this Complaint as **Exhibit I**. HARGETT then states, suggesting that NUL's

1 products are dangerous, “Wayne Bailey’s wife was also a gel user [next message] diagnosis of brain
2 cancer.” A screenshot of those messages is attached to this Complaint as **Exhibit J**.

3 14. On or about within the last twelve months, HARGETT sent a digital message to NUL’s
4 distributor, Carolyn Stone, suggesting a connection between NUL’s products and the development of
5 cancer. HARGETT stated, “the adage...when something snd [sic] you add something else [next
6 message] ie: the gel+, your cancer [next message] or better yet the gel+you=cancer.” A screenshot of
7 those messages is attached to this Complaint as **Exhibit K**. HARGETT then stated, in reference to
8 NUL’s personnel and its products, “Your [sic] asking professionals who truly do not know herbology
9 and the fact the inactive ingredients ARE active.” When Carolyn Stone then asked, “The inactive
10 ingredients in the gel are?,” in an attempt to clarify HARGETT’s serious accusation about NUL’s
11 product, HARGETT responded, “yes per Alex,” in reference to GOLDSTEIN. A screenshot of those
12 messages is attached to this Complaint as **Exhibit L**. HARGETT went on to say, “Alex stated the
13 inactive ingredients are powerful if not more powerful than the active ingredients [next message] that
14 statement means they are active ingredients [next message] that is what is causing the hormonal shifts
15 and bleeding.” A screenshot of those messages is attached to this Complaint as **Exhibit M**.

16 15. On or about within the last twelve months, HARGETT posted a message online
17 regarding her resignation from NUL. In that post she, again, alleges a connection between NUL’s
18 products and serious health issues, stating, in reference to her time working with NUL:

19 “As a Naturopath and leader with the company, people began to reach out with
20 stories of serious health concerns.

21 I am not saying that Somaderm hgh gel was the cause of these issue [sic].
22 However, I knew that I could no longer use or promote the use of Somaderm HGH gel due
23 to the overwhelming number of health concerns—approximately 100 maybe more were
24 brought to my attention over the last few months. A troubling observation was that many
25 of the health concerns were repeated issues specific to the female population!” Screenshots
26 of that message are attached to this Complaint as **Exhibit N**.

1 **FIRST CAUSE OF ACTION**

2 (Defamation Per Se)

3 16. PLAINTIFFS hereby re-allege and incorporate by reference the allegations contained in
4 paragraphs 1 through 15 hereof as though fully set forth herein.

5 17. On or about within the last twelve months, HARGETT published to third parties
6 defamatory and false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN.
7 The recipients and readers of the messages reasonably understood that HARGETT's statements were
8 about PLAINTIFFS.

9 18. HARGETT made the false statements intentionally and with the intent to damage
10 PLAINTIFFS.

11 19. Due to the statements by HARGETT, PLAINTIFFS have suffered damage to their
12 reputations and are entitled to receive compensation for that damage in amounts in excess of \$100,000.

13 20. Inasmuch as the false statements were made maliciously and intentionally,
14 PLAINTIFFS are also entitled to punitive or exemplary damages.

15 **SECOND CAUSE OF ACTION**

16 (Trade Libel)

17 21. PLAINTIFFS hereby re-allege and incorporate by reference the allegations contained in
18 paragraphs 1 through 20 hereof as though fully set forth herein.

19 22. On or about within the last twelve months, HARGETT published to third parties
20 defamatory and false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN.

21 23. HARGETT's statements disparaged the quality of NUL's products and the character of
22 its CEO, GOLDSTEIN. The statements were untrue.

23 24. HARGETT knew the statements were untrue or acted with reckless disregard of the
24 truth or falsity of the statements.

25 25. HARGETT knew or should have recognized that the recipients and readers of the
26 messages might act in reliance on the statements, causing PLAINTIFFS financial loss.

27 26. PLAINTIFFS suffered direct financial harm because someone else acted in reliance on
28 the statements. HARGETT's conduct was a substantial factor in causing PLAINTIFFS' harm.

1 27. As a result of HARGETT's statements, PLAINTIFFS have suffered damage to their
2 reputations in amounts in excess of \$100,000.

3 28. Inasmuch as the false statements were made maliciously and intentionally,
4 PLAINTIFFS are also entitled to punitive or exemplary damages.

5 **THIRD CAUSE OF ACTION**

6 (Breach of Contract)

7 29. PLAINTIFFS hereby re-allege and incorporate by reference the allegations contained in
8 paragraphs 1 through 28 hereof as though fully set forth herein.

9 30. HARGETT and NUL executed the contract whereby HARGETT agreed to abide by
10 NUL's DP&P.

11 31. NUL did all, or substantially all, of the significant things that the Contract required it to
12 do.

13 32. Paragraph 29 of the DP&P forbade HARGETT from making disparaging, demeaning,
14 or negative remarks to third parties about NUL, its owners, officers, directors, management,
15 employees, and products.

16 33. On or about within the last twelve months, HARGETT made disparaging, demeaning
17 and negative remarks to third parties about NUL, its founder and CEO, and its products.

18 34. As a result of HARGETT's remarks to third parties, NUL was harmed, and
19 HARGETT's breach of the Contract was a substantial factor in causing that harm.

20 35. Due to HARGETT's breach of the Contract, NUL has been damaged in an amount in
21 excess of \$100,000. NUL has been damaged further in that it has had to spend money on attorneys'
22 fees and litigation costs in pursuing this action.

23 **FOURTH CAUSE OF ACTION**

24 (Preliminary and Permanent Injunction)

25 36. PLAINTIFFS hereby re-allege and incorporate by reference the allegations contained in
26 paragraphs 1 through 35 hereof as though fully set forth herein.

27 37. On or about within the last twelve months, HARGETT published to third parties
28 defamatory and false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN.

1 by way of direct digital messages to NUL's distributors as well as by making posts online.

2 38. HARGETT has demonstrated a pattern of continually disparaging PLAINTIFFS in
3 various forums in an attempt to discredit them

4 39. As HARGETT's defamatory statements about PLAINTIFFS cannot be proven true,
5 PLAINTIFFS' likelihoods of success on the merits in this action are extremely high.

6 40. Should HARGETT be enjoined from making further defamatory statements about
7 PLAINTIFFS during the pendency of this action and beyond, she will suffer no harm. On the contrary,
8 should HARGETT continue to make defamatory statements about PLAINTIFFS, PLAINTIFFS will
9 continue suffering harm to their reputations and will continue to be damaged. Due to HARGETT's
10 statements, NUL has lost sales in excess of \$100,000 and counting.

11 41. Legal damages are inadequate as PLAINTIFFS' reputations will be irreparably
12 damaged should HARGETT continue to make false and defamatory statements about them. Moreover,
13 ongoing restraint is necessary to prevent a multiplicity of judicial proceedings, should HARGETT
14 simply continue to defame PLAINTIFFS after final judgment. Further, should HARGETT continue to
15 defame PLAINTIFFS, it would be extremely difficult to ascertain the amount of compensation which
16 would afford adequate relief.

17
18 **PRAYER**

19 WHEREFORE, PLAINTIFFS prays for judgment against all Defendants, Does 1-10, and each
20 of them, as set forth herein below:

- 21 1. For compensatory damages in a sum in excess of \$100,000 or in an amount to be
22 proven at trial;
- 23 2. A preliminary and permanent injunction enjoining HARGETT, her agents, employees,
24 assigns, and all persons acting in concert or participating with her from making
25 disparaging, demeaning, or negative remarks to third parties about GOLDSTEIN and
26 NUL, its owners, officers, directors, management, employees, affiliated doctors,
27 endorsers, and products.
- 28 3. For attorneys' fees and litigation expenses, as authorized under California law and

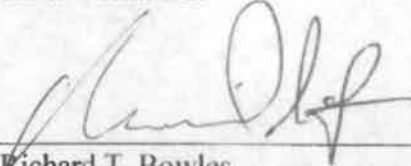
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according to proof;

- 4. For punitive damages according to proof;
- 5. For prejudgment interest;
- 6. For such other and further relief as the Court may deem just and proper.

Dated: February 14, 2019

Bowles & Verna LLP

By: 

Richard T. Bowles
David A. Goldstein
Attorneys for Plaintiffs
NEW U LIFE and ALEXY GOLDSTEIN

EXHIBIT A

Terms and Policies agreed to by Rep # Georgia Hargett (101583)

Customer Autoship Terms:						
Customer Signup:						
Rep Signup: Last agreed to on : 7/30/2018 3:26:21 PM						
Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address	
Consultant Agreement	1.1.0	7/30/2018 3:26:21 PM	Hargett, Georgia (101583)	Graham, Arlene (131356)	75.135.148.168	View
Consultant Agreement	1.0.0	3/2/2018 1:22:42 PM	Self-Enrolled	Hargett, Georgia (101583)	75.135.148.168	View
Shopping Cart Checkout: Last agreed to on : 10/1/2018 5:14:57 PM						
Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address	
	1.0.0	10/1/2018 5:14:57 PM	Self	Hargett, Georgia (101583)	23.241.70.123	View
Signup EConsent:						

1. I hereby become an "Independent Marketing Consultant" with New U Life Corporation (hereinafter "The Company"). As an Independent Marketing Consultant, I understand and agree that:
2. I am of legal age in the State in which I enter this agreement.
3. I shall become a Company Independent Marketing Consultant upon acceptance of this application by the Company. As an Independent Marketing Consultant, I shall have the right to sell the Products and Services offered by the Company in accordance with the Company's Policies and Procedures and Compensation Plan, which may be amended and changed at the Company's discretion at any time. Upon notification to the Independent Marketing Consultants, the Company, at its discretion, may amend the Policies and Procedures and Compensation Plan.
4. I have carefully reviewed the Company's Compensation Plan, Rules and Regulations, and Policies and Procedures, and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company.
5. The Term of this Agreement is one year. Renewal is automatic unless opted out in writing by me no less than 30 days prior to renewal date. By execution of this agreement, I authorize a renewal fee of \$49.99 per year. I acknowledge and accept that such a fee includes my renewal membership, my replicated website, and my back office that track my sales progress in my business. The Company reserves the right to reject your auto renewal if any and all the terms and conditions of the Distributor Policies and Procedures are not adhered to. The renewal fee is for ongoing sales and marketing material support in both writing, electronic and online media formats, including product and service and training updates, website development, maintenance and hosting, accounting and technical support of management of your marketing sales activities, and management of both your business and sales force management.
6. An Independent Marketing Consultant shall be entitled to cancel participation as an independent marketing consultant at any time and for any reason upon notice to the company. Upon notification of cancellation or termination, the sponsoring Independent Marketing Consultant or the Company, at the Company's discretion, can repurchase saleable inventory in accordance with its policies as stated in the Policies and Procedures. Cancellation of the Agreement does not entitle the Independent Marketing Consultant to any refund of fees unless cancellation occurs within the 30 days from the date of this application minus any bonuses or commissions paid out.
7. Upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of New U Life Corporation. I will not be treated as an employee in regard to any laws covering employees of the corporation, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, and the Federal Unemployment Tax Act. Income Tax withholding of source or for any Federal or State tax laws. I understand and agree that it is my responsibility to pay self-employment, State and Federal income taxes as required by Law.
8. Any Independent Marketing Consultant who sponsors other Independent Marketing Consultants must fulfill the obligation of performing bona fide supervisory, distributing, and selling functions in the sale or delivery of products to the ultimate consumer and in the training of those sponsored by them. Independent Marketing Consultants must have ongoing contacts, communications and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contacts, voice mails, electronic mails, training sessions, accompanying individuals to company training and sharing genealogy information with those sponsored. Independent Marketing Consultants should be able to provide evidence to the Company semi-annually of ongoing fulfillment of sponsor responsibilities.
9. The Independent Marketing Consultant acknowledges that he or she is a wholly independent marketing representative who establishes and services retail customers for company products as an independent contractor. The position of an Independent Marketing Consultant does not constitute the sale of a franchise or a distributorship. This agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership, or joint venture between any Independent Marketing Consultant, sponsor and/or the Company. As an independent contractor, the Independent Marketing Consultant shall:
Abide by any and all Federal, State, County and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of company products.
At the Independent Marketing Consultant's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling, distributing or advertising of Company products.
Be solely responsible for declaration and payment of all local, State and Federal taxes as may occur because of the Independent Marketing Consultant's activities in connection with this Agreement.
10. The Independent Marketing Consultant will not use the Company's trade name and/or trademark except in the advertising provided to him or her by the Company or in other advertising without prior written approval by the Company's Compliance Department. I understand that I am not authorized to create my own business cards, stationery, or sales using New U Life's name and registered trademarks.
11. The Independent Marketing Consultant may not directly or indirectly recruit other New U Life Independent Marketing Consultants for any other Network Marketing Business. (This provision does not apply to any of the Independent Marketing Consultant's personally sponsored downline).
12. Prior written approval from the Company's Compliance Department, is required the following:
To advertise any of the Company's products by any means including but not limited to print media, electronic media, television, or radio.
Issuance of a position under a Company, DBA, Partnership, LLC or a Corporation.
13. The Company may immediately terminate an Independent Marketing Consultant's business who discredits the Company's name, violates any requirements contained in the Distributor's Policies and Procedures, or training materials or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature.
14. This Agreement, which by referral incorporates the Company's Policies and Procedures, constitutes the entire Agreement between the Independent Marketing Consultant and the Company, and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing.
15. The parties agree that all claims arising from or relating to the Agreement shall be subject to the Dispute Resolution Procedures which are listed in the Company's Policies and Procedures. The parties waive all rights to trial by jury or to any judicial proceeding. All disputes shall be subject to binding arbitration.
16. I acknowledge that I have read, understood, and agreed to the terms set forth in this Agreement.
17. This Agreement is not in force until accepted by the Company.

EXHIBIT B



DISTRIBUTOR
POLICIES AND PROCEDURES

New U Life Corporation
POLICIES & PROCEDURES

1. **Policies and Compensation Plan Incorporated into Independent Marketing Consultant's Agreement; Amendments.** These Policies and Procedures, in their present form and as amended at the sole discretion of New U Life Corporation (hereafter "New U Life" or the "Company"), are incorporated into the New U Life Independent Marketing Consultant Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the New U Life Independent Marketing Consultant Application and Agreement, the Policies and Procedures, the UEarn Compensation Plan, and the New U Life Business Entity Addendum (the Business Entity Addendum is only applicable to Independent Marketing Consultants who enroll as a business entity). The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in Independent Marketing Consultant's Back-Office and/or Replicated website and posting the Amended Policies on the Company's website, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.
2. **Policies and Provisions Severable.** If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.
3. **Right of Publicity Waiver.** Independent Marketing Consultants (hereinafter "IMCs" or "IMC") authorize New U Life to use their name, photograph, personal story, testimonial, likeness, and/or any material the IMC submits to the Company in advertising or promotional materials and waive all claims for remuneration for such use.
4. **Term and Renewal of Your New U Life Business.** The term of the Independent Marketing Consultant Agreement is one year from the date of enrollment. IMCs must renew their Independent Marketing Consultant Agreement each year and pay the annual renewal fee. The annual renewal notice will be posted in IMCs' Back-Office.
5. **Compliance With the Law.** IMCs must not engage in any act or omission that constitutes a violation of the law. All IMCs are responsible to act with good faith and fair dealing when transacting business.
6. **Independent Contractor Relationship. IMCs are independent contractors, and shall not be treated as employees of New U Life for federal or state tax purposes, employment security, worker's compensation, FICA, or for any other reason.** IMCs are solely responsible for paying their own business expenses and taxes. Following the close of each year, New U Life Corporation will provide IMCs who earn over \$600 or purchase merchandise totaling \$5,000 or more with an IRS Form 1099 for tax reporting.

In all written material, advertising, publications, websites, blogs, social media, and any other forum in which an IMC promotes his/her New U Life business or New U Life products, the IMC must represent him/herself in the following manner:

Name
Independent Marketing Consultant
New U Life Corporation

7. **General Conduct.** IMCs shall safeguard and promote the good reputation of New U Life and its products, and must avoid all deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. IMCs shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this policy, and the following list is not a limitation on the standards of conduct to which IMCs must adhere pursuant to this policy, the following standards specifically apply to IMCs' activities:
 - IMCs must conspicuously identify themselves as an independent New U Life IMC in all advertising, telephone directory listings, promotional material, social media postings, websites, and other forums in which they promote New U Life's products, and services and the New U Life business. IMCs are responsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** posting on any social media site that they own, operate, own or control.

- Deceptive conduct is always prohibited. IMCs must ensure that their statements are truthful, fair, accurate, and are not misleading in any fashion.
- IMCs may not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- If an IMC's New U Life business is cancelled for any reason, the IMC must discontinue using the New U Life intellectual property, including but not limited to the name "New U Life," and all derivatives of the Company's intellectual property, in postings on all Social Media, websites, or other promotional material.
- IMCs may not represent or imply that any state or federal government official, agency, or body has approved or endorsed New U Life, its program, or products.
- IMCs may not use any of New U Life's trade names, trademarks, service marks, or other intellectual property in non-internet marketing, advertising, or promotional material without the Company's express prior written approval.

8. IMC Created Marketing Methods, Advertising, and Promotional Material (Sales Tools).

Subject to the requirements set forth in these Policies, IMCs may create their own sales aids, presentations, and promotional materials, and marketing methods (collectively "Sales Tools"). To ensure that the Sales Tools are of professional quality, are not deceptive and contain only substantiated claims, all IMC created Sales Tools must be submitted to the Company and receive written approval before they can be used or made public. IMCs who receive written authorization from New U Life to produce and publish Sales Tools may make approved Sales Tools available to other IMCs free of charge if they wish, but may not sell the Sales Tools to other New U Life IMCs. New U Life reserves the right to rescind approval for any approved Sales Tools, and IMCs waive all claims against New U Life, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission. Approved Sales Tools may be posted in the Marketing Library Resources section of IMCs' Back-Offices to be available for all IMCs' use. **The IMC(s) who created the Sales Tools grants New U Life and its Independent Marketing Consultants an irrevocable license to use the Sales Tools at their discretion, and waives all copyright claims and/or claims for remuneration against New U Life, its officers, directors, owners, agents, and/or other Independent Marketing Consultants for such posting and/or use of the Sales Tools.**

- 9. Telemarketing, Spam and Mass Faxes.** IMCs may not engage in telemarketing or use any form of auto-dialing equipment or software to promote their New U Life business or New U Life's products.

New U Life does not permit IMCs to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an IMC that promotes New U Life, the New U Life opportunity, or New U Life's products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the IMC's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. **If an IMC receives an opt-out request from a recipient of an email, the IMC must forward the opt-out request to the Company.**

New U Life may periodically send commercial emails on behalf of IMCs. By entering into the IMC Agreement, IMC agrees that the Company may send such emails and that the IMC's physical and email addresses will be included in such emails as outlined above. IMCs shall honor opt-out requests generated as a result of such emails sent by the Company.

Except as provided in this section, IMCs may not use or transmit unsolicited faxes in connection with their New U Life business. The term "unsolicited faxes" means the

transmission via telephone facsimile or computer of any material or information advertising or promoting New U Life, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the IMC has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an IMC and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such IMC; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

10. **Trademarks and Copyrights.** The name "New U Life" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of New U Life Corporation. New U Life will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including New U Life IMCs, in any unauthorized manner without its prior written permission. This includes, but is not limited to use in any email address, website domain name, or social media name or address, or unapproved Sales Tools.
11. **IMC Web Sites.** IMC may create an external website to promote their New U Life business and New U Life products, but such external website must comply with the following:
 - External websites may not use any of New U Life's trademarks, trade names, service marks, or other intellectual property. The only exception is that an IMC's external website must bear the official New U Life Independent Marketing Consultant name and logo.
 - No New U Life trademark, trade name, service mark may be used in any URL.
 - External websites may not take and/or process product or service orders, sales or enrollments. The external site must be directed to the IMC's New U Life replicated website to process sales and/or enrollments.
 - All external websites must clearly and conspicuously identify the IMC who is operating the external website, and must clearly and conspicuously disclose that he/she is a New U Life Independent Marketing Consultant, and that the site is not New U Life's corporate website. Websites that do not identify the promoter of the site and/or that he/she is promoting New U Life's products or the New U Life opportunity (so called "blind" websites), are not permitted.
 - Upon cancellation of an IMC's New U Life independent Agreement for any reason, the former IMC must immediately remove the external site from the internet.
 - The external website must exclusively promote New U Life's products and New U Life's opportunity.
 - Prior to going live with an external website, the IMC must submit a beta site to the Company for review and receive the Company's written authorization to use the website. Following approval, any amendments to the Site must also be submitted to the Company and receive written approval before going live. New U Life reserves the right to rescind approval for any approved external web sites, and IMCs waive all claims against New U Life, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

New U Life reserves the right to rescind approval for any approved external web site, and IMCs waive all claims against New U Life, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.
12. **Online Auctions and Listings.** IMCs may not sell New U Life products through online auctions or message boards, including but not limited to eBay® and craigslist®.
13. **Retail Outlets and Service Establishments.** New U Life strongly encourages the retailing and selling of its products through person-to-person contact. In an effort to reinforce this method of selling and to help provide a standard of fairness for all IMCs, IMCs may not display or sell New U Life products or literature, or in any other way promote the New U Life opportunity or products in any retail, wholesale, warehouse, or discount establishment without prior written approval from New U Life. Notwithstanding the foregoing, IMCs may display and sell New U Life products at professional trade shows.
14. **Service Related Establishments.** IMCs may promote and sell New U Life products in service-related establishments. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by

membership or appointment. New U Life reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

15. **Change of Sponsor.** The only means by which an IMC may legitimately change his/her sponsor is by voluntarily canceling his/her New U Life business in writing and remaining inactive for three (3) full calendar months. Following the three calendar month period of inactivity, the former IMC may reapply under a new sponsor. The IMC will lose all rights to his/her former downline organization upon his/her cancellation.
16. **Binary Placement**

When a sponsor enrolls a new IMC, it is the sponsor's responsibility to determine the best placement position for the new IMC in New U Life's binary compensation structure. No changes to an IMC's binary position will be allowed other than an initial placement error caused by a system malfunction. All errors must be reported to the Company within two business days of the error.

IMCs may place a new sponsored IMC in a "holding tank" for up to two (2) full days. After the end of the second full day at 12:01 a.m. EST, the new IMC will be placed in the first available position in the binary unless the sponsor has directed that the new IMC be placed in a specific position in the binary.
17. **Waiver of Claims.** In cases wherein an IMC improperly changes his/her sponsor, New U Life reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the IMC in his/her second line of sponsorship. IMCs WAIVE ANY AND ALL CLAIMS AGAINST NEW U LIFE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM NEW U LIFE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN IMC WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.
18. **Income Claims.** When presenting or discussing the New U Life opportunity or Compensation Plan to a prospective IMC, IMCs may not make income projections, income claims, income testimonials, or disclose their New U Life income (including, but not limited to, the showing of checks, and copies of checks), or the income of any other New U Life IMC. Nor may IMCs make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the IMC is able to enjoy a luxurious or successful lifestyle due to the income they earn from their New U Life business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that an IMC was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.
19. **Product Claims and Testimonials.** IMCs may not make any express or implied claim, representation, or testimonial that New U Life's products may be used to prevent, cure, treat, mitigate, or diagnose any disease, illness, allergy, or injury.
20. **Specific Product Testimonials.** If an IMC makes a any personal testimonial in connection with New U Life's products, the IMC must adhere to each of the following:
 - The IMC making the testimonial must clearly and conspicuously disclose that he/she is a **New U Life Independent Marketing Consultant**;
 - The testimonial must be true and accurate, and must disclose all additional material information that impacted his/her positive results (e.g., changes in lifestyle or exercise habits, use of diet pills, etc.);
 - No testimonial may be made relating to use of the Company's products and their impact on the weight illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.
21. **Media Inquiries.** IMCs must not interact with the media regarding the New U Life business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to New U Life's marketing department.
22. **Participation in, and Recruiting for, Other Network Marketing Programs.** New U Life IMCs are free to participate in other network marketing programs. However, during the term of this Agreement, with the exception of an IMC's personally sponsored downline IMCs, an IMC may not directly or indirectly Recruit other New U Life IMCs for any other network marketing business. The term "Recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another New U Life IMC to

enroll or participate in another network marketing opportunity.

- 23. Indemnification.** IMCs are responsible for all verbal and/or written statements regarding the Company's products, services and compensation plan which are not exact quotes from the Company's materials. IMC agrees to indemnify and hold harmless the Company, its directors, officers and employees from any and all liability arising from or relating to their statements, actions, and/or conduct relating to the operation of their business that is not specifically authorized by the Company. New U Life shall indemnify IMCs for all claims against IMCs that relate to actions that arise from claims that are specifically authorized by the Company. New U Life further agrees to indemnify IMCs from any product liability actions so long as the IMC adhered strictly to claims that are authorized by the Company.
- 24. Confidential Information.** "Confidential Information" includes, but is not limited to, IMC lists and all other documents or materials that disclose the identities, contact information, and/or sales information relating to New U Life's IMCs and/or Customers: (a) that is contained in or derived from any IMCs' respective Back-Office; (b) that is derived from any reports issued by New U Life to IMCs to assist them in operating and managing their New U Life business; (c) personal contacts made at New U Life meetings or event; and/or (d) to which an IMC would not have access or would not have acquired but for his/her affiliation with New U Life. Confidential Information constitutes proprietary business trade secrets belonging exclusively to New U Life and is provided to IMCs in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than IMC's use in building and managing his/her Independent New U Life business.
- If a New U Life IMC or former IMC Recruits any New U Life IMC, other than his or her personally sponsored downline IMC, for another network marketing business, there shall be a presumption that the IMC who engaged in the Recruiting activity utilized New U Life's Confidential Information.
- 25. Product Inventory & Bonus Buying.** IMCs may, but are not required, to carry an inventory of New U Life products for resale. All products can be direct shipped from the Company to the customer.
- Bonus buying is strictly prohibited. Bonus buying includes the purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end user consumers for actual use.
- 26. Limitations on IMC and Household Businesses.** IMCs may own, operate, control, or have an interest in, only one New U Life business. There may be no more than two New U Life businesses per household. A "household" includes spouses and dependent family members residing in the same home as well as dependent student family members living away from the home while in school. If there are two New U Life businesses in the household, one of the following sponsorship procedures must be followed:
- (a) The two businesses must be personally sponsored by the same Sponsor; or
 - (b) The first business to enroll is designated the "Senior Business," and the second business to enroll is designated the "Junior Business," and the following rules apply:
 - The Junior Business must be sponsored by the Senior Business and must be on the first downline level (the front line) of the Senior Business; or the Junior and Senior businesses must have the same front-line sponsor;
 - The owners of the Senior and Junior Businesses must each be at least 18 years of age; and
 - The senior and Junior Businesses must be operated independently of one another and the owner of one business must not be the person operating both businesses.
- 27. Actions of Affiliated Parties.** The term "Business Entity" shall mean any corporation, partnership, Limited Liability Company, trust or other entity that owns or operates a New U Life independent business. The term "Affiliated Party" shall mean any individual, partnership, trust, limited liability Company, or other entity that has an ownership interest in, or management responsibility for, a Business Entity.

A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violates the Agreement, New U Life may take disciplinary action against the Business Entity and/or jointly and severally against any or all of the Affiliated Parties.

In addition, if a household family member of an IMC engages in conduct that would be a violation of the Agreement, the conduct of the household family member shall be imputed to the IMC.

28. **Tampering With Product Packaging.** New U Life products must be sold in their original packaging; IMCs shall not alter the original packaging or labeling.
29. **Negative Comments.** Complaints and concerns about New U Life and/or its products should be directed to the Customer Service Department. IMCs must not disparage, demean, or make negative remarks to third parties or other IMCs about New U Life, its owners, officers, directors, management, other New U Life IMCs, New U Life's products, the Marketing and Compensation plan, or New U Life's directors, officers, or employees. Disputes or disagreements between any IMC and New U Life shall be resolved through the dispute resolution process, and the Company and IMCs agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.
30. **Sales Receipts.** IMCs must provide their retail customers that purchase merchandise directly from the IMC with **two copies** of an official New U Life sales receipt at the time of the sale and advise them of the three day right to rescind the transaction, which is set forth on the receipt. IMCs must maintain all retail sales receipts for a period of two years and furnish them to New U Life at the Company's request. Sales receipts can be downloaded in PDF format from the IMC's Back-Office. Retail customers who purchase from an IMC's Back-Office need not be provided with a sales receipt as the receipt will automatically be sent by the Company at the time the order is placed.
31. **Adjustment to Bonuses and Commissions.** When a product is returned to New U Life for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the upline IMCs who received bonuses and commissions on the sales of the refunded products.
32. **Return of Inventory and Sales Aids by IMCs Upon Cancellation.** Upon cancellation of an IMC's Agreement, the IMC may return products and Sales Tools that he or she personally purchased from New U Life within 30 days prior to the date of cancellation (longer if required by state law) so long as the goods are in Resalable condition. Upon the Company's receipt of returned goods and confirmation that they are in Resalable condition, the IMC will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are "Resalable" if they are unopened and unused and the packaging and labeling has not been altered or damaged. Any merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, is not Resalable. Replicated website fees are not refundable except as may be required under applicable state law.
33. **Order Cancellation and Satisfaction Guarantee.** Federal and state law requires that IMCs notify their retail customers that they have three business days (5 business days for Alaska residents. Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. IMCs shall verbally inform their customers of this right, shall provide them with TWO copies of a retail receipt at the time of the sale, and shall point out this cancellation right stated on the receipt.

In addition, New U Life offers a money back guarantee on products returned within 30 days from the date of sale, less a 10% restocking fee. Products shipped directly to the customer by the Company must be returned to the Company and a refund will be issued to the customer by the Company. Products delivered to the customer by an IMC must be returned to the selling IMC, and it shall be the responsibility of the IMC to issue the refund to his/her customer. This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable. IMCs shall disclose the terms of the warranty to his/her customers at the time of sale and shall also point out this warranty information on the sales receipt and product literature.

If an IMC returns more than \$350.00 worth of personally purchased products for a refund in any 12 consecutive month period, the request will constitute the IMC's voluntary cancellation of his/her IMC Agreement, and the refund will be processed as an inventory repurchase and the IMC's New U Life business will be cancelled.

34. **Montana Residents.** A Montana resident may cancel his or her IMC Agreement within 15 days

from the date of enrollment, and may return his/her IMC Kit for a full refund within such time period.

- 35. Disciplinary Sanctions.** Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an IMC that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the IMC's New U Life business), may result, at New U Life's discretion, in one or more of the following corrective measures:
- Issuance of a written warning or admonition;
 - Requiring the IMC to take immediate corrective measures;
 - New U Life may withhold from an IMC all or part of the IMC's bonuses and commissions during the period that New U Life is investigating any conduct allegedly in violation of the Agreement. If an IMC's business is canceled for disciplinary reasons, the IMC will not be entitled to recover any commissions withheld during the investigation period;
 - Suspension of the individual's IMC Agreement and independent business for one or more pay periods without pay;
 - Involuntary termination of the offender's IMC Agreement;
 - Suspension and/or termination of the offending IMC's New U Life website or website access;
 - Any other measure expressly allowed within any provision of the Agreement or which New U Life deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IMC's policy violation or contractual breach; and/or
 - In situations deemed appropriate by New U Life, the Company may institute legal proceedings for monetary and/or equitable relief.
- 36. Effect of Cancellation.** An IMC whose business is cancelled for any reason will lose all IMC rights, benefits and privileges. This includes the right to hold oneself out as a New U Life IMC, to sell New U Life products and services and the right to receive commissions, bonuses, or other income resulting from the sales and other activities of the IMC's former downline sales organization. There is no whole or partial refund for IMC Kit fees or renewal fees if an IMC's business is cancelled.
- 37. Voluntary Cancellation.** A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by cancelling his/her business through the Back-Office. The written notice must include the IMC's signature, printed name, address, and IMC I.D. Number. If an IMC is also on the Autoship program, the IMC's Autoship order shall continue unless the IMC also specifically requests that his or her Autoship Agreement also be canceled. An IMC may also voluntarily cancel his/her New U Life business by failing to renew the Agreement on its anniversary date.
- 38. Cancellation for Inactivity.** If an IMC has not produced any Personal Group Volume for any twelve consecutive month periods, his or her IMC Agreement and business will be cancelled for inactivity.
- 39. Business Transfers.** IMCs in good standing who wish to sell or transfer their business must receive New U Life's prior written approval before the business may be transferred. Requests to transfer a business must be submitted in writing to the Compliance Department. It is within New U Life's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be transferred unless and until the disciplinary matter is resolved. Prior to transferring a business to a third party, the distributor must offer New U Life Corporation the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.
- 40. Transfer Upon an IMC's Death.** An IMC may devise his/her business to his/her heirs. Because New U Life cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and New U Life will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide New U Life with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a New U Life IMC Application and Agreement within 30 days from the date on which the business is transferred by the estate to the

beneficiary or the business will be cancelled.

41. **Business Distribution Upon Divorce.** New U Life is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. New U Life will recognize as the owner of the business the former spouse who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the New U Life business must also execute and submit a New U Life IMC Application and Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled. The divorced IMC who did not receive the New U Life business will be permitted to immediately apply for a new New U Life business.
42. **Dissolution of a Business Entity.** New U Life is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a New U Life business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The New U Life business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity, as the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its New U Life business, it must do so pursuant to Policy 39. In addition, the recipient of the New U Life business must also execute and submit a New U Life IMC Application and Agreement to the Company within 30 days from the date of the dissolution of the business entity or the New U Life business will be cancelled. Any individual who did not receive the New U Life business will be permitted to immediately apply for a new New U Life business subject to New U Life's approval.
43. **International Activities.** IMCs may not sell New U Life products in any international market, or conduct business activities of any nature, in any foreign country that the Company has not announced is officially open for business.
44. **Dispute Resolution.** For claims seeking \$10,000.00 or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association ("AAA"). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Pleasant Hill, California, and shall last no more than two business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and be administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to IMCs upon request to New U Life's Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases;

- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Pleasant Hill, California. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. 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 to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of the Agreement.

45. **Governing Law, Jurisdiction and Venue.** Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Contra Costa County or the United States District Court for the Northern District of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement.
46. **Louisiana Residents.** Notwithstanding the foregoing, and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an action against New U Life in their home forum and pursuant to Louisiana law.



EXHIBIT C

**Kim O'Brien**

Active now



The bottom line is they are crooks and manipulators. I am do sorry for you and your team. It is alot to digest.

I have been praying for you all.

Is there something I need to know??



Wed 6:30 AM



Aa



EXHIBIT D



Kim O'Brien

Active 4m ago



I know but we are speaking of a group of people who lie and are deceptive

Yes, but they use just enough of the truth to justify their actions. I want to know ALL of it so I'm not using broad statements like they are when I talk to people.



Aa



EXHIBIT E



Bob Walters

Active 9m ago



there is another gel user who has recently died

trying to find out more

Has anyone contacted an attorney???



Her friend filed a complaint on Lisa's behalf

Next week the



EXHIBIT F



Bob Walters

Active 9m ago



The gal that had that was 40 with the very aggressive lung and liver cancer died this morning. 🤔

What caused her lung cancer?



she was a gel user

tgey ferl it was the gel but can't prove it



Aa



EXHIBIT G

**Bob Walters**

Active 10m ago



NUL shuts people down and takes their money without notice or any type of communication

they are also moving volume

many are noticing and I have one gal who they have moved some of her own customers!

I dont know why tye field hasn't



Aa



EXHIBIT H

**Laura Rackers**

Active now



Good evening
Laura, I know you
have so much on
your plate. I
recorded this call
and they are
mentioning you and
not sure why. Dr.
Nordyke is such a
liar. Makes me sick

When was this?

They did a call

.....



Aa



EXHIBIT I

**Laura Rackers**

Active now



of course I did too
and they are mad
because their
kingdom is
crumbling



any doctor to come
on board if they are
ethical should run
as they could lose
their license and
more



especially if they



Aa



EXHIBIT J



Laura Rackers

Active 2m ago



the gel being a possibility

JAN 3 3 13 PM

What?



Why?

I don't know

strange

Wayne Bailey's wife was also a gel user

diagnosis of brain cancer



Aa



EXHIBIT K

**Carolyn Stone**

Active now



the adage...when
something snd you
add something else

ie: the gel+,your
cancer

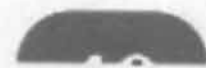
or better yet the
gel+you=cancer

Unbelievable.

How old is the
woman at Dana
Farber?



Aa





Carolyn Stone

Active now



Your asking
professionals who
truly do not know
herbology and the
fact the inactive
ingredients ARE
active

The inactive
ingredients in the
gel are?



yes per Alex

People saying NO

NO at all in gel



Aa



EXHIBIT M

**Carolyn Stone**

Active now



Alex stated the inactive ingredients are powerful if not more powerful than the active ingredients

that statement means they are active ingredients

that is what is causing the hormonal shifts and bleeding



Aa



EXHIBIT N



Somaderm HGH Gel Scam

January 17 at 6:11 PM · 🌐

...

Message from Dr Georgia Balsey:

Hello everyone,

Let me start by saying I'm sorry that you haven't heard much from me publicly. Here are the facts regarding my resignation from NewULife. I understand that the word in the field is that I was terminated! I assure you - that is not the case!

I resigned and unfortunately corporate has NOT acknowledged my resignation, nor has my resignation been released to the field. In fact, I am yet to receive any notice from corporate as to the termination of my account.

I am sure you wondering why I resigned. As many of you know, I am a Traditional Naturopathic Doctor and also a Master Herbalist.

When I began with the company, I was assured the products were supported by studies that supported it's safe and effective use. These documents were to be released pending patent and trademark. I had been made aware that there in fact is no patent pending nor is there research or studies showing the use of Somaderm HGH gel's safety or efficacy.

Early on it was wonderful to hear people's success stories, as well to create my own. As time passed, these stories were not the only ones that came to my attention.

As a Naturopath and leader with the company, people began to reach out with stories of serious health concerns.

I am not saying that Somaderm hgh gel was the cause of these issue. However, I knew that I could no longer use or promote the use of Somaderm HGH gel due to the overwhelming number of health concerns--approximately 100 maybe more were brought to my attention over the last few months. A troubling observation was that many of the health

last few months. A troubling observation was that many of the health concerns were repeated issues specific to the female population!

I felt the obligation to step back and find answers in which there seems to be no resolution; even with risking the loss of my significant income...

Those who know me, understand that I have a great moral and ethical compass. I apologize to each and every one of you that followed me, listened to my talks and have reached out with questions.

I want you to know that I share what I know as I have great respect for each of you. I would like to put the rumor mill to rest of where I have gone and why.

I have grown fond of so many of you and the decision to walk away was not one that I took lightly, knowing there is not any research or white papers to support the safety and efficacy of this product.

I was not and will never will put profits or financial gain before people.

I am very grateful for the chance to meet such amazing individuals. I want to thank each of you for your friendship and value each one of you.

During this holiday season let us all remember how valuable we are to one another. I wish you each many blessings!

I invite anyone if you have any questions to reach out to me directly.

Wishing you all a wonderful holiday season.

Blessings,

Georgia Balsley, ND