

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
PATTI SINCLAIR and DOES 1 through 10, inclusive

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

2019 FEB -7 A 11:42

MATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
NEW U LIFE and ALEXY GOLDSTEIN

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER
(Número del Caso) **19-00188**

Contra Costa County Superior Court
725 Court Street
Martinez, CA 94553

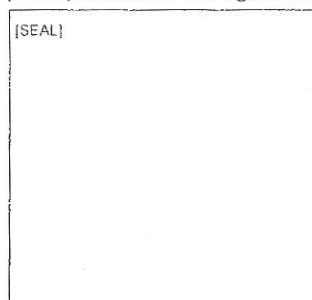
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Richard T. Bowles/David A. Goldstein; Bowles & Verna, LLP
2121 N. California Blvd., Suite 875
Walnut Creek, CA 94596 925-935-3300

DATE:
(Fecha) **FEB 07 2019**

Clerk, by **S. OZUNA**, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

A True Copy
Attest:

Process Server
Sandra Yade

- 3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

- 4. by personal delivery on (date):

1 RICHARD T. BOWLES (#46234)
2 DAVID A. GOLDSTEIN (#319394)
3 Bowles & Verna LLP
4 2121 N. California Blvd., Suite 875
5 Walnut Creek, California 94596
6 Telephone: (925) 935-3300
7 Facsimile: (925) 935-0371
8 Email: rbowles@bowlesverna.com

9 Attorneys for Plaintiffs
10 NEW U LIFE and ALEXY GOLDSTEIN

FILED

2019 FEB -7 A 11:43

ROSE BUKER
CLERK OF SUPERIOR COURT
CONTRA COSTA COUNTY, CA

PER LOCAL RULE,
CASE IS ASSIGNED
DEPT 33, FOR AL
PURPOSES.
SUMMONS ISSUED

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

C 19-00188

13 NEW U LIFE and ALEXY GOLDSTEIN

Case No.

14 Plaintiffs,

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

15 v.

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

16 PATTI SINCLAIR and DOES 1 through 10,
17 inclusive,

18 Defendants.

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 Patti Sinclair
28 ("SINCLAIR") is an individual resident of the State of Connecticut.

JURISDICTION

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

1 California as SINCLAIR 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 SINCLAIR's intentional acts
4 aimed at California. The assertion of personal jurisdiction over SINCLAIR in California, therefore,
5 comports with the notions of fair play and substantial justice.

6 5. In addition, forum in California is proper because SINCLAIR 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 SINCLAIR 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, SINCLAIR worked as an Independent
19 Marketing Consultant ("IMC") for NUL. When SINCLAIR 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 November 7, 2018, SINCLAIR posted on the website behindmlm.com,
2 which is a site dedicated to news and reviews relating to the MLM industry, making disparaging and
3 false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN. A screenshot
4 of that post is attached to this Complaint as **Exhibit C**.

5 11. In addition to criticizing NUL's product and listing purported side effects caused by the
6 product, SINCLAIR attributed several statements to GOLDSTEIN that he never made in order to paint
7 him in a bad light. She wrote: "On that call Mr. Goldstein stated that 'No one who's EVER had
8 cancer should use the product.' He also stated, 'No matter what age a woman is, she should be happy
9 to get her period. She'll feel better afterward.'" GOLDSTEIN never made those statements.

10 12. She also wrote, "Mr. Goldstein admitted that all botanicals are grown in China," which
11 is not true and was an attempt to convey the message that NUL's standards of quality control are low.

12 13. On or about November 12, 2018, SINCLAIR, again, posted on behindmlm.com,
13 disparaging NUL. A screenshot of that post is attached to this Complaint as **Exhibit D**.

14 14. In addition to criticizing the effects of NUL's products, SINCLAIR wrote:

15 "I disagree about the network industry being about scamming
16 people. I've met some of the most wonderful people in the world in the
17 industry and I e also used some of the most remarkable products which
18 are only offered through relationship marketing.

19 With that said, companies such as NewULife absolutely ruin the
20 reputation of the industry."

21 15. The statements posted by SINCLAIR on behindmlm.com have been seen by multiple
22 patrons of the site. One reader responded to the post, stating: "I ordered this but want to cancel my
23 order!" A screenshot of that response is attached to this Complaint as **Exhibit E**.

24 **FIRST CAUSE OF ACTION**

25 (Defamation Per Se)

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

28 17. On or about November 7, 2018, and November 12, 2018, SINCLAIR posted

1 defamatory and false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN,
2 on the website behindmlm.com, directed to the readers of the website, which has an audience
3 composed of people in and interested in the MLM industry. The readers of the posts reasonably
4 understood that SINCLAIR's statements were about NUL. Some readers responded to SINCLAIR's
5 posts.

6 18. SINCLAIR made the false statements intentionally and with the intent to damage
7 PLAINTIFFS.

8 19. Due to the statements by SINCLAIR, NUL and GOLDSTEIN have suffered damage to
9 their reputations and are entitled to receive compensation for that damage in amounts in excess of
10 \$100,000.

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

13 SECOND CAUSE OF ACTION

14 (Trade Libel)

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

17 22. On or about November 7, 2018, and November 12, 2018, SINCLAIR posted
18 defamatory and false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN,
19 on the website behindmlm.com, directed to the readers of the website, which has an audience
20 composed of people in and interested in the MLM industry. Some readers responded to SINCLAIR's
21 posts.

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

24 24. SINCLAIR knew the statements were untrue or acted with reckless disregard of the
25 truth or falsity of the statements.

26 25. SINCLAIR knew or should have recognized that the readers on behindmlm.com might
27 act in reliance on the statements, causing NUL and GOLDSTEIN financial loss.

28 26. NUL and GOLDSTEIN suffered direct financial harm because someone else acted in

1 reliance on the statements. SINCLAIR's conduct was a substantial factor in causing NUL's harm.

2 27. As a result of SINCLAIR's statements, NUL and GOLDSTEIN have suffered damage
3 to their reputations in amounts in excess of \$100,000.

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

6 **THIRD CAUSE OF ACTION**

7 (Breach of Contract)

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

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

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

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

17 33. On or about November 7, 2018, and November 12, 2018, SINCLAIR made disparaging,
18 demeaning and negative remarks to third parties, the readers of behindmlm.com, about NUL, its
19 founder and CEO, and its products.

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

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

25 **FOURTH CAUSE OF ACTION**

26 (Preliminary and Permanent Injunction)

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

1 37. On or about November 7, 2018, and November 12, 2018, SINCLAIR posted
2 defamatory and false statements regarding NUL, its products, and its founder and CEO, GOLDSTEIN,
3 on the website behindmlm.com, directed to the readers of the website, which has an audience
4 composed of people in and interested in the MLM industry.

5 38. On or about November 14, 2018, counsel for PLAINTIFFS sent a cease and desist letter
6 to SINCLAIR, demanding that she immediately cease and desist from her ongoing activity of
7 publishing derogatory statements about PLAINTIFFS and advising her that PLAINTIFFS would seek
8 legal action against her should she continue. That letter is attached hereto as **Exhibit F**.

9 39. Since issuance of the cease and desist letter, SINCLAIR has continued to publish
10 defamatory and false statements about PLAINTIFFS.

11 40. As SINCLAIR's defamatory statements about PLAINTIFFS cannot be proven true,
12 PLAINTIFFS' likelihoods of success on the merits in this action are extremely high.

13 41. Should SINCLAIR be enjoined from making further defamatory statements about
14 PLAINTIFFS during the pendency of this action and beyond, she will suffer no harm. On the contrary,
15 should SINCLAIR continue to make defamatory statements about PLAINTIFFS, PLAINTIFFS will
16 continue suffering harm to their reputations and will continue to be damaged. Due to SINCLAIR's
17 statements, NUL has lost sales in excess of \$100,000 and counting.

18 42. Legal damages are inadequate as PLAINTIFFS' reputations will be irreparably
19 damaged should SINCLAIR continue to make false and defamatory statements about them. Moreover,
20 ongoing restraint is necessary to prevent a multiplicity of judicial proceedings, should SINCLAIR
21 simply continue to defame PLAINTIFFS after final judgment. Further, should SINCLAIR continue to
22 defame PLAINTIFFS, it would be extremely difficult to ascertain the amount of compensation which
23 would afford adequate relief.

24 PRAYER

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


- 27 1. For compensatory damages in a sum in excess of \$100,000 or in an amount to be
28 proven at trial;

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2. A preliminary and permanent injunction enjoining SINCLAIR, her agents, employees, assigns, and all persons acting in concert or participating with her from making disparaging, demeaning, or negative remarks to third parties about GOLDSTEIN and NUL, its owners, officers, directors, management, employees, and products.
3. For attorneys' fees and litigation expenses, as authorized under California law and 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 7, 2019

Bowles & Verna LLP

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

A True Copy
Attest: 
Process Server
Sandra Yade

EXHIBIT A

EXHIBIT A

Terms and Policies agreed to by Rep # Patb Sinclair (101529)

Customer Autoship Terms:

Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address
There are no records to display					

Customer Signup:

Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address
There are no records to display					

Rep Signup: Last agreed to on : 3/1/2018 10:34:33 AM

Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address	
Consultant Agreement	1.0.0	3/1/2018 10:36:53 AM	Self-Enrolled	Sinclair, Patb (101529)	52.213.189.104	View

Shopping Cart Checkout: Last agreed to on : 10/1/2018 9:57:56 AM

Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address	
	1.0.0	10/1/2018 9:57:56 AM	Self	Sinclair, Patb (101529)	52.213.189.104	View

Signup EConsent:

Description	Version	Date/Time Agreed to	Agreeing Rep	On Behalf Of	IP Address
There are no records to display					

- 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 the 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 Consultant. 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 hereinafter to be by the Company.
 - 5 The Term of this Agreement is one year, renewable automatically 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 personal 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 written, 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 salable 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 the 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, video mail, electronic mails, training sessions, sponsoring individuals to company training and sharing general business 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:
 - 10 Adhere to 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.
 - 11 Be the Independent Marketing Consultant's own expense, make, execute or file all such appeals 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.
 - 12 Be solely responsible for declaration and payment of all local, State and Federal taxes or 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 recruits).
 - 12 Prior written approval from the Company's Compliance Department, is required for the following:
 - 12.1 To advertise any of the Company's products by any means including but not limited to print media, electronic media, television, or radio.
 - 12.2 Soliciting 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 misrepresents 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 reference 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 C

EXHIBIT C



Patricia

#225

Nov 7th, 2018 at 12:54 am (Q)

I was an educator in the field of NUL. I have been in the holistic healing field for 16 years. I am a researcher. I have Zero professional medical education. Zero. Because the company offers no education manual for either product or compensation plan (other than the comp plan Bri g posted in your back office), I started hosting four calls each week to teach on homeopathy and the botanical ingredients.

Many years ago I worked as a professional esthetician and am familiar w/many of the inactive ingredients. I locked arms with a Naturopathic Physician in the company in late spring and we both became the leading educators of the product.

After the second batch of product was released in early August we began to receive countless reports of adverse side effects as well as NO benefits whatsoever. Adverse side effects can only be substantiated by the users testimonial after experiencing side effects very shortly after beginning their protocol.

The side effects which have been reported are (but not limited to):

- Increased joint pain
- Cortisol weight gain
- Breast enlargement
- Breast tenderness
- Post menopausal bleeding
- Shortness of breath
- Chest pain
- Tachycardia/Irregular arhythmia
- Hair loss
- Tingling and numbness in hands and feet
- Night terrors
- Rage/Altered mood states
- Upset stomach/Ulcerative colitis
- Pituitary tumor
- Ovarian tumor
- Increased cholesterol levels

-Sleeplessness/Anxiety

-Vertigo/Dizziness

Again, these symptoms were relayed to us by users who have stated that nothing else had changed in their lifestyle but for using the Somaderm product.

I spoke to my upline (Chris Cavedon) on 10/16 to tell him I was resigning my position. He had zero concern, even though I conducted four training calls each week that benefited his team, until I told him about the laundry list of side effects.

He told me he would get Alex (aka Alexy/aka Alexander) Goldstein (NewULife CEO) on the phone with Dr. Georgia Balsley N.D. and myself immediately.

On that call Mr. Goldstein stated that "No one who's EVER had cancer should use the product." He also stated, "No matter what age a woman is, she should be happy to get her period. She'll feel better afterward."

Throughout the call he continued to tamp down all the side effects. Essentially sweeping each under the rug.

He said that he wished to speak to each person individually so he could tell them what's going on. Cavedon immediately told him that was not viable.

Then Goldstein asked Dr. Balsley and me to create an FAQ page for The NewU FB Page. We declined.

We asked him if there would ever be clinical data presented on the product or a double blind study conducted. His answer was, "I can ask legal but I do t think so. I just don't think so. They won't ever let me publish papers on the product. We need to fly under the radar of the FDA. I'll ask legal, but I just don't think so."

The company claims to have over 70k in Reps and yet it has been told to me by a Diamond Ambassador with the company that there are only 12k+ who are active Reps and that only, roughly, 4,500 Reps were even paid a commission in late September.

While there are many other facts about the company and it's bus practices that I could share I will refrain. Suffice it to say that I was also told that the company pays less than \$15 to produce the product (bottles and all).

Mr. Goldstein admitted that all botanicals are grown in China. Although I've now submitted four resignation letters, I've yet to receive any correspondence from the company.

On 10/16 they shut down my business center which prevents me from discontinuing my autoship and removing my credit card information from their system.

Just this past Friday they charged my CC \$140 for an autoship purchase and shipped it to my home. Despite that they are telling the field that I have been terminated. I also receive all company emails and text messages to my phone.

I am both infuriated and embarrassed. My husband and I have a long standing reputation as honest, and reliable, business people.

I am confident that I have shocked hundreds in the field by resigning and speaking up about the poor business practices and ill effects of the product.

My upline, and other leaders, will say I'm angry because I didn't earn the money I "could" have etc. The truth is I never developed enough confidence in either the product or the company to reach out to the influential people in my life. I'm deeply grateful for that now.

Are many receiving benefits? Yes, they are. Can this be scientifically explained or supported? No, it cannot.

I'm not willing to put money before a person's health and I'm not willing to risk a person's finances with a company built by people with HIGHLY questionable backgrounds.

We'll see what transpires in court today between Goldy and Najjar.

EXHIBIT D

EXHIBIT D



Patricia

#240

Nov 12th, 2018 at 5:49 am (Q)

Just as a follow up. No, the call on 10/16 was not recorded although there were four others on the call. Three of whom will all concur with what was said.

Many people are experiencing benefits. I, myself, began to sleep better and my anxiety lessened. My post menopausal issues also seemed to lessen.

Then at month three a huge decrease came and I experienced increased joint pain, nightmares and my hot flashes and night sweats returned. I also experienced an increase in a condition I've had for many years called PAT Syndrome (Pulmonary Atrial Tachycardia).

By the middle of September I was incredibly anxious about the product AND the business.

I disagree about the network industry being about scamming people. I've met some of the most wonderful people in the world in the industry and I've also used some of the most remarkable products which are only offered through relationship marketing.

With that said, companies such as NewULife absolutely ruin the reputation of the industry.

Since my initial post the company has added a new address to their website. Under the Contact Us button you will find a Northern Ireland address. Google Maps shows a side street in a residential area with mostly two story apartment buildings.

The bank that they are now using is in London, UK. I've sent two more resignation letters (this time to compliance@newulife) and still no response.

My husband and I decided to close the bank account attached to the CC they had on file so that they can no longer withdraw from our account.

I know a lot of kind and well intentioned people who are involved with NewULife. I pray the FDA or FTC comes in before long but I'm not holding my breath.

EXHIBIT E

EXHIBIT E



Patricia

#240

Nov 12th, 2018 at 5:49 am (Q)

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Nancy Burnett

#241

Nov 16th, 2018 at 4:12 am (Q)

I ordered this but want to cancel my order!

I replied to your email but have not received a response. I will reject it if I receive it!

EXHIBIT F

EXHIBIT F



Richard T. Bowles
Michael P. Verna
Robert J. Westerfield
Richard A. Ergo
K. P. Dean Harper
Bradley R. Bowles
Cathleen S. Huang
Kenneth B. McKenzie
Jason J. Granskog
Lawrence D. Goldberg

William J. Nagle
Cheryl A. Noll
Michael T. Krueger
Mallory L. Homeewood
Shelley A. Molineaux
Jonathan W. Lee
Daniel J. Zarchy
David A. Goldstein
Andrea L. Tool

Of Counsel
Bruce C. Paltenghi

November 14, 2018

Ms. Patty Sinclair
45 Lovers Lane
Norfolk CT 06058
mediumpatti@gmail.com

Re: CEASE AND DESIST LETTER

Dear Ms. Sinclair:

This office and the undersigned represent New U Life. This letter is written to you on behalf of New U Life, Mr. Alex Goldstein and Chris Cavedon.

PLEASE ACCEPT THIS AS OUR DEMAND THAT YOU IMMEDIATELY CEASE AND DESIST FROM YOUR ONGOING ACTIVITY OF POSTING DEGROGATORY MESSAGES ON MEDIA REGARDING NEW U LIFE, ITS PRODUCT AND ITS INVOLVED PERSONNEL. IN ADDITION, DEFAMATORY STATEMENTS, WHETHER BY PUBLICATION, PHONE OR OTHERWISE WILL NOT BE TOLERATED.

You have had the privilege of having assisted with New U life for several months. That does not give you the right to post false, derogatory and detrimental messages. To the extent that you continue to do so, we will have no alternative but to seek legal action against you.

Very truly yours,

Richard Bowles
RICHARD T. BOWLES *dja*

RTB:dja

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, telephone 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. Sinclair

FOR COURT USE ONLY
FILED
2019 FEB -7 A 11:42
KATE DIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY:
CASE NUMBER: 19-00188
JUDGE
DEPT.

CIVIL CASE COVER SHEET
[X] 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)

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:
Auto Tort
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Unlawful Detainer
Non-PI/PD/WD (Other) Tort
Judicial Review
Employment
Miscellaneous Civil Complaint
Miscellaneous Civil Petition

- 2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court.
a. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action (specify): Defamation; Trade Libel; Breach of Contract; Preliminary/Permanent Inj.
5. This case [] is [X] 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 7, 2019
David A. Goldstein (TYPE OR PRINT NAME)
[Signature] (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)-Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice-Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach-Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case-Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ-Administrative Mandamus
 - Writ-Mandamus on Limited Court Case Matter
 - Writ-Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal-Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal.

Rules of Court Rules 3.400-3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
 - Other Civil Petition

SUPERIOR COURT - MARTINEZ
COUNTY OF CONTRA COSTA
MARTINEZ, CA, 94553

NEW U LIFE VS SINCLAIR

NOTICE OF CASE MANAGEMENT CONFERENCE

CIVMSC19-00188

1. NOTICE: THE CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED FOR:

DATE: 06/26/19 DEPT: 33 TIME: 8:30

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT CONFERENCE QUESTIONNAIRE, AND A BLANK STIPULATION FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

2. You may stipulate to an earlier Case Management Conference. If all parties agree to an early Case Management Conference, please contact the Court Clerk's Office at (925)608-1000 for Unlimited Civil and Limited Civil cases for assignment of an earlier date.

3. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference and to discuss the suitability of this case for the EASE Program, private mediation, binding or non-binding arbitration, and/or use of a Special Master.

4. At any Case Management Conference the court may make pretrial orders including the following:

- a. an order establishing a discovery schedule
- b. an order referring the case to arbitration
- c. an order transferring the case to limited jurisdiction
- d. an order dismissing fictitious defendants
- e. an order scheduling exchange of expert witness information
- f. an order setting subsequent conference and the trial date
- g. an order consolidating cases
- h. an order severing trial of cross-complaints or bifurcating issues
- i. an order determining when demurrers and motions will be filed

SANCTIONS

If you do not file the Case Management Conference Questionnaire or attend the Case Management Conference or participate effectively in the Conference, the court may impose sanctions (including dismissal of the case and payment of money).

Clerk of the Superior Court of Contra Costa County
I declare under penalty of perjury that I am not a party to this action, and that I delivered or mailed a copy of this notice to the person representing the plaintiff/cross-complainant.

Dated: 02/07/19

S. OZUNA
Deputy Clerk of the Court