

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 25 2012

ALAN CARLSON, Clerk of the Court

1 Scott W. Wellman, SBN: 82897
2 Bimali Walgampaya, SBN: 266856
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5 Laguna Hills, CA 92653
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

8
9 Online Communications, LLC,
10
11 Plaintiff,
12 vs.
13 Michael Merino, and DOES 1 to 10, inclusive,
14 Defendants.

Case No: **30-2012**
Judge:
Dept: **00579213**

- COMPLAINT FOR:**
- 1. BREACH OF WRITTEN CONTRACT;**
 - 2. COMMON COUNT - ACCOUNT STATED;**
 - 3. COMMON COUNT - MONEY HAD AND RECEIVED**

JUDGE TAM NOMOTO SCHUMANN

15 Plaintiff ONLINE COMMUNICATIONS, LLC (hereinafter referred to as "Plaintiff")
16 hereby states and alleges as follows:
17

PARTIES


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23 1. Plaintiff Online Communications, LLC ("Plaintiff") is, and at all relevant times
24 herein was a limited liability company.
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26 2. Defendant Michael Merino ("Merino") is, and at all relevant times herein was a
27 resident of the County of Orange, State of California.
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2. For attorneys' fees and costs of this action;
3. For exemplary and punitive damages in an amount to be determined at trial; and
4. For such other and further relief as the Court may deem proper and just.

Dated: June 20, 2012

WELLMAN & WARREN, LLP



Bimali Walgampaya
Attorney for Plaintiff

EXHIBIT

A

truth in advertising.org®



EXHIBIT "A"

SALES PAYMENT GUARANTEE AGREEMENT

This Sales Payment Guarantee Agreement ("Agreement") is entered into this 26th Day of May, 2011 (the "Effective Date"), by and between Online Communications LLC, a Wyoming Limited Liability Company, whose address is 1620 Central Avenue Suite 202, Cheyenne, WY 82001, Email onlinecommunicationsllc@yahoo.com. Phone: +1-818-512-1991, hereinafter known as ("OCLLC"), and Extravelance Inc., Tax ID # 27-3148714 and Michael Merino, Drivers License # N3698813, Date of Birth: 9-17-57 SS# [REDACTED] with an address of 220 Newport Center Drive #11234, Newport Beach, CA 92660, Email: michaelmerino2@yahoo.com, Phone Number: 949-212-2255, hereinafter known as ("Distributor"), herein collectively referred to as the "Parties" or individually as a "Party."

RECITAL

Distributor has executed an Independent Distributor Application and agreement which includes the Distributor Terms of Agreement with Jeunesse Global Inc., located in the State of Florida, United States of America ("Jeunesse Global") to be an independent distributor of Jeunesse Global products, Identification Number 348400 ("Distributor Agreement"). Distributor is paid commissions according to Jeunesse Global's Compensation Plan and has agreed to abide by Jeunesse Global's Policies and Procedures as referenced in the Distributor Agreement. Distributor desires to receive from OCLLC additional Sales Payment Guarantees to assist Distributor in building his/her business. OCLLC is willing to make such funds available based on the terms and conditions set forth in this Sales Payment Guarantee Agreement.

SPECIFIC AGREEMENT & CONTRACT

1. Distributor agrees that the terms of this Agreement have been mutually discussed and agreed upon. This document was mutually constructed. You affirm that you are not bound by any other agreements that would limit your ability to participate as outlined herein. You also affirm that OCLLC and or Jeunesse Global has not requested or required you to take any action that would be in breach of any such previous agreement or contract.
2. Distributor agrees upon signing of this Agreement and receipt of the initial Sales Payment Guarantee, you understand you are entering into a "Sales Payment Guarantee Agreement" with OCLLC and will immediately begin full-time, efforts building your Jeunesse Global independent distributorship business. You agree that Jeunesse Global has the right to openly publicize your relationship. You agree to actively build a Jeunesse Global direct sales business, place a qualifying order minimum of \$199 or \$499 or \$799, and maintain a monthly qualifying active auto-ship order. The parties understand that you may yet receive income from other companies. Both you and Jeunesse Global and OCLLC understands that such other incomes may also cease, through no fault of Jeunesse Global or OCLLC, as a result of your beginning working with Jeunesse Global, and that Jeunesse Global and OCLLC has no obligation to replace such incomes except as expressly agreed to herein.

3. Distributor agrees to work only Jeunesse Global in the network marketing arena and not to compete directly or indirectly with Jeunesse Global for the space of twelve (12) months from your signing of this Agreement or unless agreed upon otherwise mutually by both parties.

4. Distributor agrees that any Sales Payment Guarantee installments, or additional expenses including flights and hotels for himself or for any of his enrolled organization, and/or additional payments made to Distributor outside of the Jeunesse Global Compensation Plan which are or were paid to Distributor, by OCLLC, as a result of this Agreement are owed in remuneration in full 100%, back to OCLLC if you breach or become in breach of this agreement.

5. Distributor agrees to the Sales Payment Guarantee Installments are as follows:

Your Enrollment Tree Group Qualifying Business Volume Points or (GQBVP) minimum total requirements per Achieved Terms as Distributor achieves each period distributor shall receive another payment. The periods are as follows this to be referred to as "Schedule A" and/or "Performance Requirements" every 5 weeks from the start of this agreement:

- A. 1st Period create 10,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and nothing paid upon achievement of 1st Period 10,000 GQBVP qualification within the first 5 weeks of this agreement).
- B. 2nd Period (second 5 weeks) create 20,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 1st period requirements and nothing paid upon achieving 2nd Period Requirements of 20,000 GQBVP qualification).
- C. 3rd Period (third 5 weeks) create 30,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 2nd Period requirements and nothing paid upon achieving 3rd Period Requirements of 30,000 GQBVP qualification).
- D. 4th Period (Fourth 5 weeks) create 40,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 1st period requirements and nothing paid upon achieving 2nd Period Requirements of 40,000 GQBVP qualification).
- E. 5th Period (Fifth 5 weeks) create 50,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 4th period requirements and nothing paid upon achieving 5th Period Requirements of 50,000 GQBVP qualification).
- F. 6th Period (Sixth 5 weeks) create 60,000 GQBVP receive Sales Payment Guarantee of \$6,000 USD (\$6,000 Paid in advance and upon achieving 5th Period requirements and nothing paid upon achieving 6th Period Requirements of 60,000 GQBVP qualification But to consider contract completed 6th Period requirements must be met and completed within set timeframe allocated).

6. Distributor agrees that in return for reaching the (GQBVP) "Performance Requirements" described herein, Distributor will receive one (1) Payment in advance for \$6,000.00 and Five (5) one-time Sales Payment Guarantee installments, each totaling the sum of \$6,000 USD for a total of \$36,000 USD. In order to receive and qualify for ongoing Sales Payment Guarantee installments, Distributor must reach at least 50% of the Enrollment Tree

(GQBVP) requirement over each period. If Distributor reaches at least 50% of the requirement, but less than 100%, Distributor will receive the same relative percentage of the one-time Sales Payment Guarantee installment (*see Installment Payment paragraph 15D*).

7. Distributor agrees that he/she will receive commissions directly from the Jeunesse Global Compensation Plan, as found in the current Jeunesse Global Policies and Procedures. At the end of each period listed above, OCLLC shall review your results and immediately pay any earned remaining Sales Payment Guarantee payment amounts, according to this Agreement. Not before 2 weeks and No later than 3 weeks after the Period has been completed by Distributor. Distributor will be given a position with a leg of volume of One (1) Million points placed on the Left side of Distributor's business and this leg will be doing approximately 75,000 points per week. This does not negate the responsibility of Distributor to build and enroll distributors on the left side of her business nor does it mean that Distributor can qualify with 1 leg of volume he or she has to enroll people on the left to qualify for normal rank advancements in the Jeunesse Global Compensation Plan though OCLLC will agree to give Three (3) positions on the power leg to Distributor in order for rank advancement and positioning of other MLM leaders.
8. Distributor agrees in any case where Distributor fails to reach the at least 50% of the (GQBVP) outlined expressly above in Section 5A-F Distributor will only receive the normal Jeunesse Global Compensation Plan income from your efforts. Distributors' relative Sales Payment Guarantee for that period will be forfeited. If, in any case, Distributor would have earned more directly from the Jeunesse Global Compensation Plan than from the Sales Payment Guarantee outlined herein, Distributor will be paid from the Jeunesse Global Compensation Plan. Any future Sales Payment Guarantee for their relative time period may still be earned upon reaching of the goals assigned.
9. Distributor agrees and understands that our relationship outlined herein does not replace the Jeunesse Global Independent Distributor Agreement, which you have agreed to by enrolling online through the internet or signing and mailing, or emailing, or faxing to Jeunesse Global and with which you agree to comply.
10. Distributor agrees to operate at all times in compliance with and subject to the most recent version of the Jeunesse Global Policies and Procedures, which may be amended from time to time. You understand that OCLLC has and will continue to work with other Independent Distributors or leaders in similar efforts, and that this is not an exclusive relationship. You agree that the terms of this Agreement are to be kept confidential by both parties.
11. OCLLC agrees that if Distributor's Group Qualifying Business Volume Points or (GQBVP) minimum total requirements in Section "5A-G", are more than required in any Period of 5 (five) weeks as per this agreement start dates, that any rollover or achieved volume greater than the required amount of points may be carried forward to the next period. For example in Period 1 (Distributor achieves 15,000 GQBVP) and is required only to have 10,000 GQBVP, the remaining 5,000 GQBVP may be rolled over to the next period and used as qualification and performance requirements met within this said agreement. Payment dates allotted will remain the same unless OCLLC decides to pay said monies in advance of the required 2 weeks following the completed period.

12. OCLLC agrees that if OCLLC breaches or becomes in breach of this said contract by NOT paying Distributor, as long as Distributor has met the agreed requirements to get paid "The Sales Payment Guarantee" of up to \$6,000.00, on time as per the agreed terms of this contract, OCLLC agrees and takes liability and shall be held liable for all damages and pay damages equal to 2 times the agreed amount of pay or in the amount of \$72,000.00 (Seventy Two Thousand Dollars) in damages to Distributor, and Distributor shall hold harmless OCLLC from any legal action caused Distributor as long as full payment is made in the amount of \$72,000.00 to Distributor if OCLLC breaches this agreement.

13. Distributor agrees and understands that any future Jeunesse Global Independent Distributors you attract to Jeunesse Global must operate only within the Jeunesse Global Compensation Plan and policies as outlined in the current Jeunesse Global Policies and Procedures document. Your receipt of the initial Sales Payment Guarantee is confirmation of your assertion that your success is not dependent upon structuring arrangements similar to this Agreement with any other person or entity, nor has any such availability been promised to you.

14. Distributor agrees to enroll personally with a Jeunesse Global Auto ship plan and purchase products of your choice or retail the appropriate volume of Jeunesse Global products to remain active and qualified, according to the policies and procedures. You agree to always maintain active status for the minimum of 12 months.

15. Distributor agrees to all Sales Payment Guarantee Performance Requirements (A-F):

- A. Commencing with Sales Payment Guarantee installment starting May 26th, 2011 and continuing for a period of 30 weeks (6 periods of 5 weeks starting date May 30th, 2011), as long as the minimum weekly "Performance Requirements" as set forth at "Section 5A-F" and according to the terms set forth at Paragraph 15-D are met, OCLLC agrees to pay Distributor up to Six Thousand Dollars (\$6,000USD) ("Sales Payment Guarantee")
- B. Sales Payment Guarantee installments will be paid upon achieving the minimum Group Qualifying Business Volume Points or (GQBVP) and all "Performance Requirements" set forth at "Section 5 A-F" (hereinafter referred to as the "Performance Requirements").
- C. In the event Distributor commits a breach of the terms of this Agreement or the Distributor Agreement or fails to meet the minimum performance requirements of as set forth in "Section 5A-F", Distributor is responsible and agrees to repay One Hundred Percent (100%) of all payments and/or expenses made to Distributor from OCLLC.
- D. The Sales Payment Guarantee installments made by OCLLC to Distributor shall be less his/her weekly commissions. If less than Fifty Percent (50%) of the "Performance Requirement" of any pay period is not met by the Distributor, then OCLLC will not make any Sales Payment Guarantee for that pay period and no installments will be made.
- E. In the event Distributor commits a breach of the terms of this Agreement or the Distributor Agreement or fails to meet the minimum performance requirements of Five

Hundred Thousand (500,000BVP) (BVP or Business Volume Points are numeric values placed on product skews within the personally enrolled tree report under Distributor's Identification Number or Username in Jeunesse Global), as stated by Distributor's Jeunesse Global ID # listed above in the Recital, within "52 weeks" of the Effective Date, "The Term". Distributor agrees that this agreement shall convert and become a due and payable loan to be repaid at One Hundred Percent (100%) of Any and All payments made to Distributor by OCLLC and/or Payments made to Distributor set forth in Paragraph 15; A, B, C, and D made on behalf of Distributor by OCLLC.

F. Distributor agrees that if there are any outstanding monies owed to OCLLC or Distributor becomes in breach of said agreement that Distributor will only allow OCLLC to be Distributor's enrolling sponsor in any future MLM opportunity.

16. Distributor agrees that all expenses paid to Distributor from OCLLC will be 1099 income to Distributor as defined by the IRS tax code, and Distributor shall be required to sign and complete a W-9 tax form for OCLLC records.

17. Distributor agrees **NOT** to sign up in and/or participates in, act as a consultant to, become an owner of, officer of, employee of, or independent distributor of, any other Multi Level Marketing or Network Marketing Company while his/her debt is outstanding. If OCLLC becomes aware of this type of activity, OCLLC will put both said company and Distributor on Notice by The Law Offices of Wellman & Warren LLP, and hold all parties liable for breach of contract.

18. Distributor agrees to participate in corporately-arranged and authorized conference calls with other BHip Global Distributors and/or corporate officers in activities such as: webinars, opportunity calls, and corporately-sponsored regional meetings which require your attendance under this agreement 80% of the time.

19. Distributor agrees that All Sales Payment Guarantees' and their respective "Performance Requirements" as listed above may not encumber or have the use of another's Agreement or "Performance Requirements" for qualifications towards this agreement. If another "Sales Payment Guarantee Agreement" is agreed upon by OCLLC and Distributors contact, that new agreement is separate and NOT able to be used for current Distributors' "Performance Requirements" though the subsequent "New Person" is placed within the Distributors' Personal Enrollment Tree Organization within Jeunesse Global. The stipulated "Performance Requirement" must be met without the use of another's (GQBVP) requirements according to the "Performance Requirements" in any contract written or drafted by OCLLC are considered 100% separate and have no correlation to one or an others agreement. If and Only If, OCLLC and Distributor agree, on a case by case basis, and "Mutually Agreed" in writing, OCLLC shall consider and agree to allow Distributor to use "Other Persons or Other Entities" GQBVP towards Distributors' agreement and "Performance Requirements", in section 5A-G. The points used from another person's agreement shall be between a low side of 50% and a high side of 100% depending on the specific terms of the new persons' or entities' agreement by and Downline of Distributor.

20. OCLLC agrees to spend within what is considered reasonable additional expenses for Hotels and Airline Tickets at the discretion of OCLLC and paid and requested within 8 days of advance notice to any hotels or flights requested by Distributor to OCLLC, or If Distributor requests are made earlier than 8 days each request shall be reviewed and decided upon on a case by case basis agreed upon by OCLLC. These expenses shall be at the discretion of OCLLC and any expenditure requested by or on behalf of Distributor shall become part and parcel to said agreement. OCLLC agrees within said expenses to agree to pay for a car rental for Distributor up to \$600.00 per every Period as long as each and every period "Performance Requirements" are met and maintained.

21. Confidentiality

Distributor agrees that he or she will keep confidential and not disclose to any other person or entity any of the terms or conditions of this Agreement including, but not limited to, any disclosure that any funds or other consideration was paid or received by Distributor in excess of the actual Commissions earned and otherwise available. The duty of confidentiality shall survive the termination of this Agreement.

22. Covenant not to compete

Notwithstanding the provisions of the Policies & Procedures of Jeunesse Global, Distributor hereby agrees that during the term of this Agreement, Distributor will not directly or indirectly compete (as defined below) with Jeunesse Global or any of its affiliates anywhere in the world. Distributor hereby acknowledges and agrees that the nature of multi level marketing or network marketing is such that Jeunesse Global should be deemed by any court or adjudicative body to be doing business anywhere in the world. As used herein, the phrase "directly or indirectly compete" shall include owning, managing, operating or controlling, or participating in the ownership, management, operation or control of, or being connected with or having any interest in, as a stockholder, director, officer, employee, agent, consultant, independent contractor, assistant, advisor, sole proprietor, partner or otherwise, or enrolling or acting as an independent distributor or recruiter for, any person or entity, other than Jeunesse Global or any of its affiliates, that is engaged in, or proposes to become engaged in any other direct selling or network marketing or multilevel marketing companies (collectively "network marketing"), unless disclosed in advance of said contract and mutually agreed upon by OCLLC and Distributor. Distributor has disclosed two (2) companies he is currently involved with prior to this agreement and these two (2) companies are Gano Excel and American Travel Bureau, which are excluded from this Covenant Not to Compete.

23. Termination

Notwithstanding anything to the contrary set forth herein, if Distributor, at any time during the term of this Agreement, (i) violates any material term or condition of the Jeunesse Global Distributor Agreement or Policies and Procedures, (ii) breaches the confidentiality terms above, (iii) becomes a distributor or obtains any interest, in any

form, in a distributorship, of a company that OCLLC in its sole discretion, determines is a competitor of Jeunesse Global, or (iv) is convicted under any federal or state law, then OCLLC shall have no obligation to make any further Sales Payment Guarantee installments under this Agreement, and OCLLC is entitled to damages in the amount of two (2) times all Sales Payment Guarantee installment payment made pursuant to this Agreement in addition to any other rights and remedies it has by law.

24. Applicable Law

This Agreement shall be governed by the laws of the State of California, Orange County.

25. Assignment

Distributor shall not sell, assign or transfer any rights or interests created under this Agreement or delegate any of their duties without prior written consent of OCLLC.

26. Status as Independent Contractor.

The parties acknowledge and agree that the designation of Distributor as pertaining to this agreement does not alter the status of Distributor as an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, a joint venture or agency between Jeunesse Global, OCLLC, and/or Distributor. Jeunesse Global and OCLLC shall not control or direct the details or means by which Distributor performs obligations and covenants required hereunder except as expressly provided herein. Other than as outlined herein, Distributor shall be solely liable for the expenses which result from building or maintaining a Downline, including without limitation expenses related to licenses, fees, insurance, liabilities, operating expenses, and taxes. Distributor shall have no authority to bind, obligate or commit Jeunesse Global or OCLLC by any promise or representation without the prior written approval of Jeunesse Global or OCLLC.

27. Attorneys' Fees

Should any of the parties default in any of the covenants contained in this Agreement, or in the event a dispute shall arise as to the meaning of any term of this Agreement, the defaulting or non-prevailing party shall pay all costs and expenses, including reasonable attorneys' fees, that may arise or accrue from enforcing this Agreement, securing an interpretation of any provision of this Agreement, or in pursuing any remedy provided by applicable law whether such remedy is pursued or interpretation is sought by the filing of a lawsuit, a motion, an appeal, or otherwise.

28. Indemnification

Distributor agrees to indemnify, defend, and hold harmless Jeunesse Global, OCLLC, its affiliates, subsidiaries, agents and employees from any and all claims, demands, judgments, damages, losses, liabilities, and costs, including reasonable attorney's fees arising from or in connection with any claims caused by the following: (i) acts or

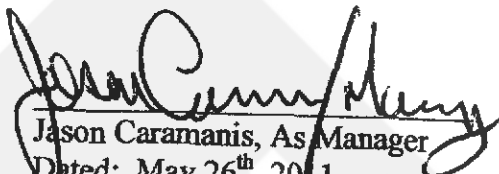
omissions of Distributor; (ii) any action or claim brought by any third party as a result of any misrepresentation or breach of any representation or warranty made by Distributor to Jeunesse Global or OCLLC; (iii) breach of any agreement with any third party; or (iv) Distributor's breach of this Agreement or the Distributor Agreement. In the event of any future litigation or claim brought against Distributor, Distributor will be solely liable for any and all of its attorney fees and costs associated with the defense of any such claim or lawsuit.

29. Entire Agreement

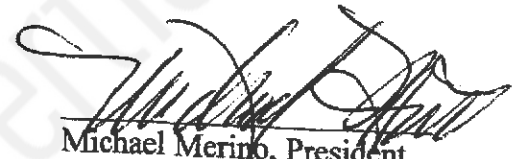
This Agreement contains the entire agreement of the Parties related to the subject matter of this Agreement. It may not be changed orally but only in writing signed by both Parties.

In witness whereof, the undersigned have executed the Agreement to be effective as of the date first above written.

Online Communications LLC


Jason Caramanis, As Manager
Dated: May 26th, 2011

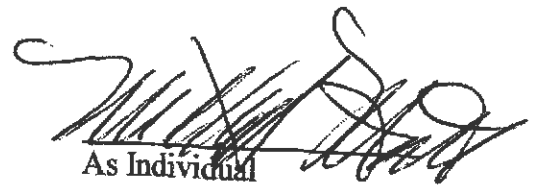
Extravelance Inc


Michael Merino, President
Dated: May 26th, 2011

Law Offices of Wellman and Warren

As Witness
Dated _____

Michael Merino


As Individual
Dated: May 26th, 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 5/26/2011
Date

before me, PAOLO RUBINO NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared JASAN CARAMANIS AND MICHAEL HERINO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature: Paolo Rubino

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT

Document Date: 5/26/2011

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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NON CUSTOMER - CUSTOMER Present 6/7

ONLINE COMMUNICATIONS, LLC Verif. Trans, 99, Phone 1928

5-26-2011

60-21/530 BRANCH 2013M

Pay to the order of Michael Merino \$ 6,000.00

Six Thousand Dollars

DL# N3098813 WACHOVIA 2# [Redacted]

As per Contract For Agreement dated 5-26-2011

100500021902000027025354 1928

[Signature]

Image Back:

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

2000027025354 400

\$6,000.00

05/26/11 11:10AM

02 0065909 0034 049

[Signature]

STAINY FRONTIERS exceed industry standards and include:
 • No interest on balance
 • No late fees
 • No penalties for overdraw
 • No restrictions on cash advances
 • No restrictions on credit limits
 • No restrictions on interest rates
 • No restrictions on payment methods
 • No restrictions on account types
 • No restrictions on account features
 • No restrictions on account services
 • No restrictions on account options
 • No restrictions on account benefits
 • No restrictions on account rewards
 • No restrictions on account perks
 • No restrictions on account privileges
 • No restrictions on account status
 • No restrictions on account history
 • No restrictions on account records
 • No restrictions on account reports
 • No restrictions on account statements
 • No restrictions on account notices
 • No restrictions on account disclosures
 • No restrictions on account terms
 • No restrictions on account conditions
 • No restrictions on account limitations
 • No restrictions on account exceptions
 • No restrictions on account exclusions
 • No restrictions on account inclusions
 • No restrictions on account exclusions
 • No restrictions on account inclusions

Item Details
 Amount: \$6,000.00
 Check Number: 1928
 Posting Date: 05/27/2011
 As of Date: 05/27/2011

Account Name: ONLINE COMMUNIC
 Account Number: 2000027025354
 Type Code/Description: 475/CHECK PAID
 Item Sequence Number: 6458023200

1 Scott W. Wellman, SBN: 82897
2 Bimali Walgampaya, SBN: 266856
3 **WELLMAN & WARREN LLP**
4 24411 Ridge Route, Suite 200
5 Laguna Hills, CA 92653
6 Tel: (949) 580-3737
7 Fax: (949) 580-3738

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**

11 Online Communications, LLC,

12 Plaintiff,

13 vs.

14 Elliot Tabron, and DOES 1 to 10, inclusive,

15 Defendants.

16 Case No:

17 Judge:

18 LIMITED JURISDICTION

19 (\$10,000 - \$25,000)

20 **COMPLAINT FOR:**

- 21 **1. BREACH OF WRITTEN CONTRACT; and**
- 22 **2. COMMON COUNT – ACCOUNT STATED.**

23 Plaintiff ONLINE COMMUNICATIONS, LLC (hereinafter referred to as “Plaintiff”)
24 hereby states and alleges as follows:

25 **PARTIES**

26 1. Plaintiff Online Communications, LLC (“Plaintiff”) is, and at all relevant times
27 herein was a limited liability company.

28 2. Defendant Elliott Tabron (“Defendant”) is, and at all relevant times herein was a
resident of the State of Arizona.

3. The true names and capacities of those individuals and entities sued, as Does 1
through 10, are unknown to Plaintiff who therefore sues these Defendants by such fictitious

1 names. Plaintiff will seek leave of this court to amend this complaint to allege their true names
2 and capacities when ascertained. Plaintiff is informed and believes that each of these
3 Defendants is an agent and employee of each of the other Defendants, and proximately caused
4 Plaintiff's damages as herein alleged while acting in such capacity.
5

6 JURISDICTION & VENUE

7 4. The various agreements between Plaintiff and Defendant states, in writing, that
8 jurisdiction for any lawsuit arising from said agreements will be Orange County, California.
9 (C.C.P. § 395.)
10

11 BACKGROUND

12 1. On or about May 29, 2011, Plaintiff and Defendant Elliot Tabron ("Defendant")
13 entered into Sales Payment Guarantee Agreement ("Agreement.")

14 2. Pursuant to the agreement, Defendant was supposed to execute an Independent
15 Distributor Agreement with a company called Jeunesse Global, Inc., thus, becoming an
16 independent sales distributor for said company. As an independent sales distributor, Defendant
17 was supposed to build his distributorship business within the company, and achieve a certain
18 amount of business volume points, which is outlined in the Agreement, through the sale of
19 Jeunesse product.
20

21 3. In return, Defendant was entitled to advanced commission payments paid to him
22 by Plaintiff, and in accordance with Section 5 of the Agreement.
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24 4. In or about May 29, 2011, Plaintiff did, in fact, pay to Defendant \$6,000,
25 pursuant to the terms of the Agreement, and in accordance with Section 5 of the Agreement.
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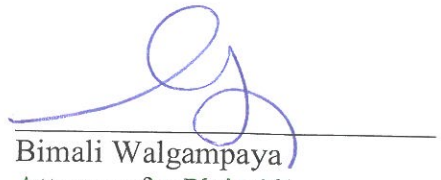
27 5. Thereafter, Plaintiff advanced to Defendant various costs for travel, hotels,
28 products, and various other expenses, totaling no less than \$12,933.10, as pursuant to the
Agreement.

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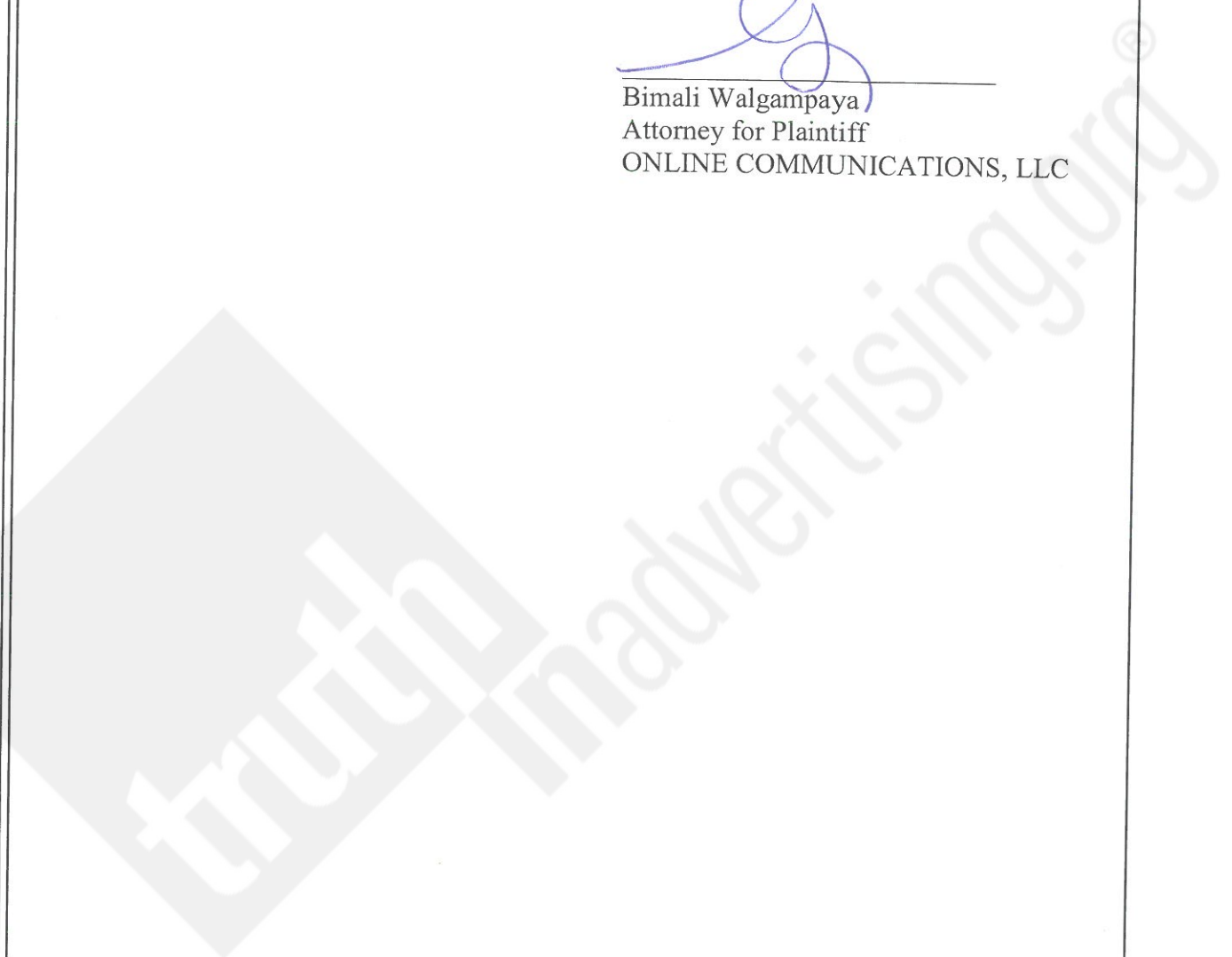
2. For attorneys' fees and costs of this action; and
3. For such other and further relief as the Court may deem proper and just.

Dated: November 13, 2012

WELLMAN & WARREN, LLP



Bimali Walgampaya
Attorney for Plaintiff
ONLINE COMMUNICATIONS, LLC



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and address):

FOR COURT USE ONLY

SCOTT W. WELLMAN; SBN 82897
 BIMALI WALGAMPAYA; SBN 266856
 WELLMAN & WARREN LLP
 24411 RIDGE ROUTE #200
 LAGUNA HILLS, CA 92653
 TELEPHONE NO: 949-580-3737 FAX NO. (Optional): 949-580-3738
 E-MAIL ADDRESS (Optional): SWELLMAN@W-WLAW.COM
 ATTORNEY FOR (Name): ONLINE COMMUNICATIONS, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 700 CIVIC CENTER DRIVE WEST
 MAILING ADDRESS:
 CITY AND ZIP CODE: SANTA ANA, CALIFORNIA 92701
 BRANCH NAME: CENTRAL JUSTICE CENTER

PLAINTIFF: ONLINE COMMUNICATIONS LLC

DEFENDANT: EDEL VALDES

DOES 1 TO 15

BREACH OF ORAL CONTRACT

COMPLAINT AMENDED COMPLAINT (Number):

CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE

Amount demanded does not exceed \$10,000
 exceeds \$10,000, but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)

ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
 from limited to unlimited
 from unlimited to limited

CASE NUMBER:

1. Plaintiff* (name or names): ONLINE COMMUNICATIONS, LLC

alleges causes of action against defendant* (name or names): EDEL VALDES

2. This pleading, including attachments and exhibits, consists of the following number of pages: 6

3. a. Each plaintiff named above is a competent adult

except plaintiff (name): ONLINE COMMUNICATIONS LLC

- (1) a corporation qualified to do business in California
- (2) an unincorporated entity (describe):
- (3) other (specify): A LIMITED LIABILITY COMPANY

b. Plaintiff (name):

- a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
- b. has complied with all licensing requirements as a licensed (specify):

c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

except defendant (name): except defendant (name):

- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (describe):
- (4) a public entity (describe):
- (5) other (specify):
- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (describe):
- (4) a public entity (describe):
- (5) other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE: ONLINE COMMUNICATIONS LLC v. EDEL VALDES	CASE NUMBER:
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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1 TO 15 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1 TO 15 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify): **PLAINTIFF ENTERED INTO AN ORAL CONTRACT WITH DEFENDANT HERE.**

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract
- Common Counts
- Other (specify):

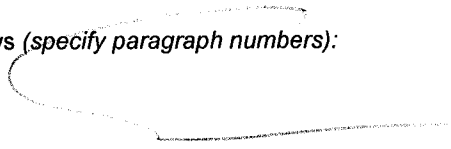
9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$ 10,000
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): _____ percent per year from (date): _____
- c. attorney's fees
- (1) of: \$ _____
- (2) according to proof.
- d. other (specify): **COSTS**

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: **JANUARY 9, 2014**

SCOTT W. WELLMAN; SBN 82897
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: ONLINE COMMUNICATIONS LLC v. EDEL VALDES

CASE NUMBER:

FIRST

(number)

CAUSE OF ACTION^ó Breach of Contract

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): ONLINE COMMUNICATIONS, LLC

alleges that on or about (date): AUGUST OF 2013

a written oral other (specify):

agreement was made between (name parties to agreement): ONLINE COMMUNICATIONS LLC AND EDEL VALDES

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

EDEL VALDES PROMISED ONLINE COMMUNICATIONS THAT HE WOULD SIGN UP WITH A NETWORK MARKETING COMPANY NAMED JEUNESSE IN EXCHANGE FOR ONLINE COMMUNICATIONS ADVANCING COMMISSIONS OF \$10,000 TO HIM. EDEL VALDES ALSO PROMISED ONLINE COMMUNICATIONS THAT AFTER SIGNING UP WITH JEUNESSE, THAT HE WOULD FOCUS HIS FULL-TIME EFFORTS TO BUILD UP THE JEUNESSE MARKET BY MEETING SPECIFIC GOALS REGARDING THE SALE OF JEUNESSE PRODUCTS, PURSUANT TO AN AGREEMENT HE SIGNED WITH JEUNESSE.

BC-2. On or about (dates): OCTOBER OF 2013

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify): ONLINE COMMUNICATIONS PAYED THE \$10,000 TO EDEL BASED UPON HIS PROMISE. HOWEVER, DEPSITE HAVING MADE THIS PAYMENT, ONLINE COMMUNICATIONS DID NOT RECIEVE THE BENEFIT OF ITS BARGAIN. THAT IS, EDEL NOT ONLY FAILED TO MEET HIS PROMISED GOALS REGARDING THE SALE OF JEUNESSE PRODUCTS, BUT ALSO FAILED TO SIGN UP WITH JEUNESSE AS PROMISED.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify): \$10,000 PLUS INTEREST

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other: COSTS

SHORT TITLE: ONLINE COMMUNICATIONS LLC v. EDEL VALDES

CASE NUMBER:

SECOND CAUSE OF ACTION **Common Counts**

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): ONLINE COMMUNICATIONS, LLC

alleges that defendant (name): EDEL VALDES

became indebted to plaintiff other (name):

a. within the last four years

- (1) on an open book account for money due.
- (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. within the last two years four years

- (1) for money had and received by defendant for the use and benefit of plaintiff.
- (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
- (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
- (4) for money lent by plaintiff to defendant at defendant's request.
- (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
- (6) other (specify):

CC-2. \$ 10,000, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of 7% percent per year from (date): OCTOBER 2013

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.

CC-4. Other: COSTS

SHORT TITLE: ONLINE COMMUNICATIONS V. DANIEL CEJA	CASE NUMBER:
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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1) Doe defendants (specify Doe numbers): 1-10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1-10 are persons whose capacities are unknown to plaintiff.

c. Information about additional defendants who are not natural persons is contained in Attachment 4c.

d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and

- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because

- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify): THE CONTRACT PROVIDES A JURISDICTION AND VENUE CLAUSE

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. damages of \$ 11,000
- b. interest on the damages
 - (1) according to proof
 - (2) at the rate of (specify): 10% percent per year from (date): SEPTEMBER 9, 2012
- c. attorney's fees
 - (1) of \$
 - (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: OCTOBER 14, 2013

BIMALI WALGAMPAYA

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: ONLINE COMMUNICATIONS V. DANIEL CEJA

CASE NUMBER:

CAUSE OF ACTION⁶ Breach of Contract

FIRST _____
(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff *(name)*: ONLINE COMMUNICATIONS, LLC.

alleges that on or about *(date)*: JUNE 15, 2012

a written oral other *(specify)*:

agreement was made between *(name parties to agreement)*: ONLINE COMMUNICATIONS, LLC. AND DANIEL A. CEJA

A copy of the agreement is attached as Exhibit A, or
 The essential terms of the agreement are stated in Attachment BC-1 are as follows *(specify)*:

BC-2. On or about *(dates)*: SEPTEMBER 1, 2012

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts *(specify)*: PURUSANT TO THE AGREEMENT, DEFENDANT WAS REQUIRED TO MEET ONE OF TWO OBLIGATIONS. THAT IS, DEFENDANT EITHER HAD THE OPTION TO PAY BACK THE LOAN, IN FULL, TO PLAINTIFF NO LATER THAN AUGUST 15, 2012. IN THE ALTERNATIVE, DEFENDANT WAS REQUIRED TO PAY PLAINTIFF A TOTAL OF \$1000 (WITH INTEREST) EACH MONTH BEGINNING ON SEPTEMBER 1, 2012 FOR 11 CONSECUTIVE MONTHS, PLUS INTEREST. DEFENDANT FAILED TO MEET EITHER OF THESE OBLIGATIONS.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement as stated in Attachment BC-4 as follows *(specify)*: AS A RESULT OF DEFENDANT'S BREACH, PLAINTIFF HAS SUFFERED DAMAGE IN THE AMOUNT OF \$11,000, PLUS INTEREST.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$
 according to proof.

BC-6. Other:

SHORT TITLE: ONLINE COMMUNICATIONS V. DANIEL CEJA	CASE NUMBER:
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SECOND CAUSE OF ACTION⁶ Common Counts

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): ONLINE COMMUNICATIONS, LLC.

alleges that defendant (name): DANIEL A. CEJA

became indebted to plaintiff other (name):

a. within the last four years

- (1) on an open book account for money due.
- (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. within the last two years four years

- (1) for money had and received by defendant for the use and benefit of plaintiff.
- (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
- (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
- (4) for money lent by plaintiff to defendant at defendant's request.
- (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
- (6) other (specify):

CC-2. \$ 11,000, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of 10% percent per year from (date): SEPTEMBER 1, 2012

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.

CC-4. Other:



Exhibit “A”

COMMISSION ADVANCE REPAYMENT AGREEMENT

Online Communications LLC & Daniel A. Ceja

I, Daniel A. Ceja., SS# 624-09-1891, located at: 6551 Crossway, Pico Rivera CA 90660, CA DL # N9801289, Date of Birth 7-30-1957, Phone: 562-209-5592, Email: daniel6551@gmail.com, has received \$10,000.00 (Ten Thousand Dollars), which is hereby given as a Commission Advance Repayment from Online Communications LLC.

All monies paid to Daniel A. Ceja from Online Communications LLC were received on or by June 14th, 2012. Check # 2076 in the amount of Ten Thousand Dollars \$10,000.00, attached a copy "Exhibit A"

This money is being lent to Daniel A. Ceja Due in part and parcel to a contract being signed by and between Daniel A. Ceja and a company in MLM, Jeunesse Global. A network marketing company, based upon mutual understanding that Online Communications LLC shall act as the up-line Diamond leader within Jeunesse Global to Daniel A. Ceja, whereby Daniel A. Ceja is receiving benefit from Online Communications LLC aid in setting up a commission "Top Up" performance based contract with Jeunesse Global.

Any and all Monies must be paid back to Online Communications LLC as soon as monies are received from Jeunesse Global and paid by Jeunesse Global to Daniel A. Ceja.

If Daniel A. Ceja reaches the goal of 30,000 CV (Commissionable Volume) within the Jeunesse Global Compensation plan by July 15th, 2012 and under his enroller ID # _____ (This Contract must have this ID # written into it or this agreement is NULL and VOID and all monies would then be deemed theft), then Online Communications LLC agrees that this loan will convert to 1099 Misc. Income (Daniel must fill out a w-9 form accordingly. If Daniel A. Ceja does not perform and achieve his 30,000 CV point goal by July 15th, 2012 then he will be obligated to the payment options below:

Daniel A. Ceja agrees to make either of the 2 following payment options:

- 1) Daniel A. Ceja agrees to make a onetime payment with no interest applied in the amount of \$10,000.00 by August 15th, 2012, or
- 2) Daniel A. Ceja agrees to make monthly payments in the amount of \$1,000.00 starting September 1st, 2012 for 11 months. With an applicable payment plan interest of 10% applied immediately in the amount of \$1,000.00 as interest due. Plus an applicable 10% interest per year paid until the note is paid off in full.

There will be no interest paid on this loan if the deadline of payment in the amount of \$10,000.00 (Ten Thousand Dollars) is received by the mutually agreed upon date above August 15th, 2012.

Pre-payments are accepted and can be applied to the outstanding balance until the total amount owed of \$10,000.00 (Ten Thousand Dollars) is paid in Full.

Handwritten signatures and initials: "DC" in a circle, "DC" in a circle, and "DK".

If payments on this loan are not received in a timely manner and Daniel A. Ceja is late more than 15 (fifteen) days, this loan from Online Communications LLC will become a demand note, callable at any time at a rate of 15% (fifteen percent) per Annum, commencing from June 15th, 2012 (the date of the first payment made payable to Daniel A. Ceja from Online Communications LLC).

Daniel A. Ceja will have to pay a late fee in the amount of \$50.00 (fifty dollars) if his payment is not received by the 5th of every month, starting September 1st, 2012.

Daniel A. Ceja will allow and be obligated to Online Communications LLC whereby Daniel A. Ceja will have Online Communications LLC as his sponsor in any future MLM program of Daniel A. Ceja's choosing, including but not limited to any MLM companies and/or any other deal that Daniel A. Ceja and Online Communications LLC mutually agree upon until the debt is settled and paid in full.

If Daniel A. Ceja fails to perform as stated above, he will be obligated under the Laws of California, County of Orange County.

Any legal fees caused by a breach of this agreement or in result of pending legal action will be paid by Daniel A. Ceja.

This Agreement was duly signed and executed at 4504 San Blas Avenue, Woodland Hills, CALIFORNIA, 91364

The Statute of limitation on the collection of this debt is waived.

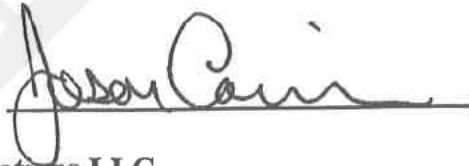
Jurisdiction shall be the Courts of Orange County, California.

Daniel A. Ceja
As Individual



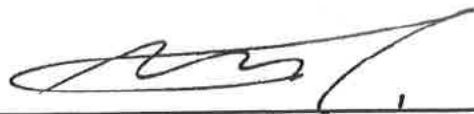
Date June 15th, 2012

Jason Caramanis
Manager
Online Communications LLC



Date June 15th 2012

Dennis Muntaek Kong
As Witness



Date June 15th 2012

"Exhibit A"

COMMISSION ADVANCE REPAYMENT AGREEMENT

Online Communications LLC & Daniel A. Ceja

I, Daniel A. Ceja, SS# 624-09-1891, located at: 6551 Crossway, Pico Rivera CA 90660, CA DL # N9801289, Date of Birth 7-30-1957, Phone: 562-209-5592, Email: daniel6551@gmail.com, has received \$10,000.00 (Ten Thousand Dollars), which is hereby Commission Advance Repayment from Online Communications LLC.

All monies paid to Daniel A. Ceja from Online Comm on or by June 14th, 2012. Check # 2076 in the amount of Ten attached a copy "Exhibit A"

This money is being lent to Daniel A. Ceja and between Daniel A. Ceja and a company, based upon mutual up-line Diamond leader with receiving benefit from performance based

Any and all received monies are

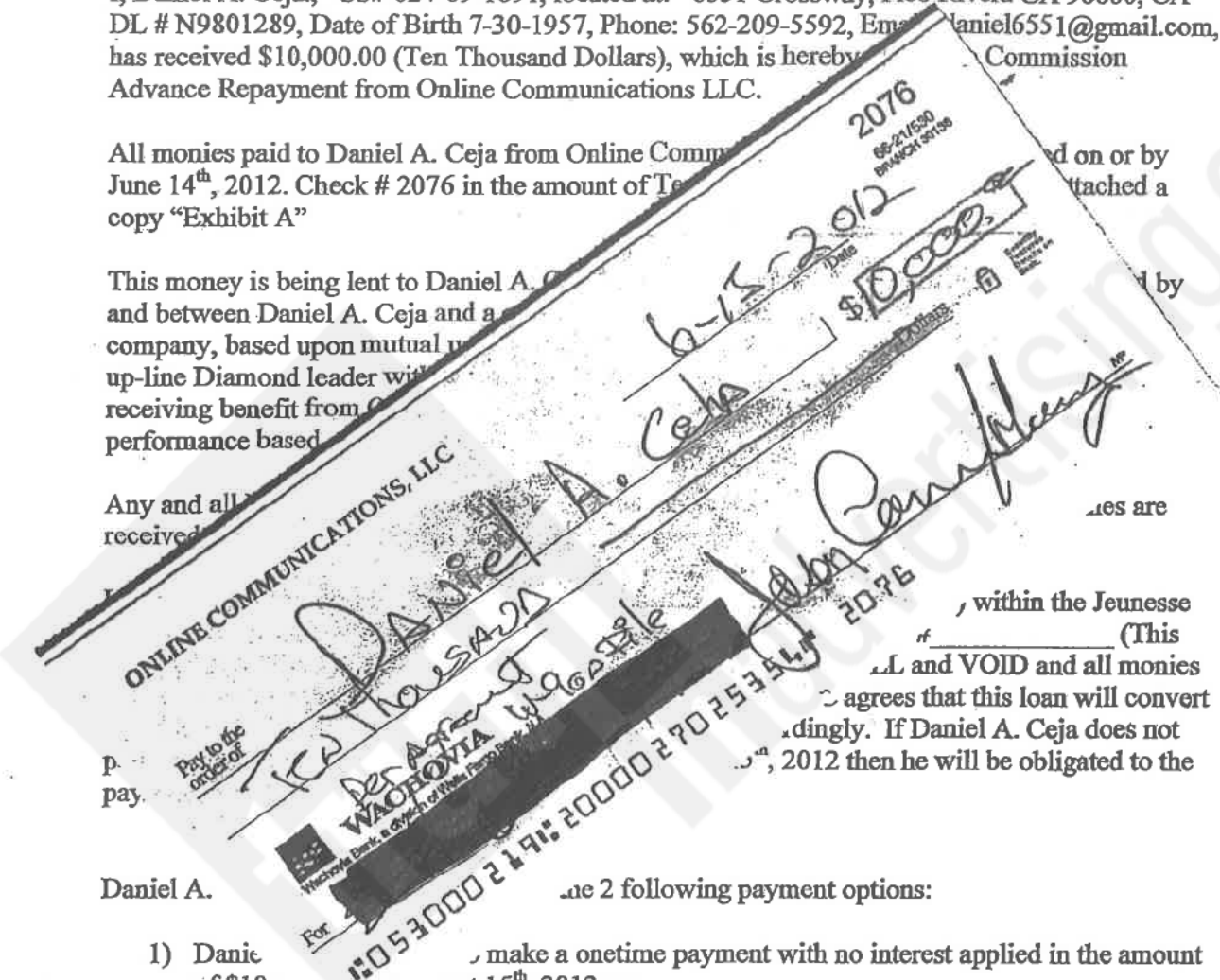
within the Jeunesse of (This and VOID and all monies agrees that this loan will convert accordingly. If Daniel A. Ceja does not, 2012 then he will be obligated to the

Daniel A. Ceja agrees to the 2 following payment options:

- 1) Daniel A. Ceja make a onetime payment with no interest applied in the amount of \$10,000.00 by August 15th, 2012, or
- 2) Daniel A. Ceja agrees to make monthly payments in the amount of \$1,000.00 starting September 1st, 2012 for 11 months. With an applicable payment plan interest of 10% applied immediately in the amount of \$1,000.00 as interest due. Plus an applicable 10% interest per year paid until the note is paid off in full.

There will be no interest paid on this loan if the deadline of payment in the amount of \$10,000.00 (Ten Thousand Dollars) is received by the mutually agreed upon date above August 15th, 2012.

Pre-payments are accepted and can be applied to the outstanding balance until the total amount owed of \$10,000.00 (Ten Thousand Dollars) is paid in Full.



Handwritten initials and signatures: "Ac/m", "DC" (circled), and "DK" (circled).