

FILED

UNITED STATE DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2015 JAN 27 PM 3: 06

US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

JEUNESSE, LLC, a Florida
limited liability company, MARKET
Q, INC., a Florida corporation,
WENDY R. LEWIS, an individual, and
OGALE "RANDY" RAY, an
individual,

Plaintiffs,

vs.

Case No.: 15-CV-131-DRL-28-DAB

LIFEWAVE, INC. f/k/a LIFEWAVE,
LLC a foreign corporation,

Defendant,

COMPLAINT

Plaintiffs, Jeunesse, LLC, Market Q, Inc., Wendy R. Lewis and Ogale "Randy" Ray, through their attorneys, hereby brings this Complaint for Damages and Declaratory and Injunctive Relief against Defendant, Lifewave, Inc. f/k/a Lifewave, LLC, and states the following:

Preliminary Statement

1. This is an action intended to stop the Defendant from negligently or willfully and knowingly making, publishing, and disseminating false statements related to Jeunesse, Jeunesse's products and the reputations of Wendy Lewis and Randy Ray for the benefit of the Defendant, a direct competitor, which have

caused damage to the Plaintiffs, and have directly affected interstate and international commerce.

2. This is an action for damages and punitive damages arising from and attributable to the Defendant's negligent or willful and malicious attempts to compete unfairly with Jeunesse by making, publishing, and disseminating false statements related to Jeunesse's products and related to Wendy Lewis and Randy Ray.

Jurisdiction and Venue

3. Jeunesse, LLC ("Jeunesse") is a Florida limited liability company, with its principal place of business located at 650 Douglas Avenue, Suite 1020, Altamonte Springs, Florida 32714.

4. Market Q, Inc. ("Market Q") is a Florida limited liability company, with its principal place of business located at 650 Douglas Avenue, Suite 1020, Altamonte Springs, Florida 32714.

5. Ogale "Randy" Ray is a Florida resident and is a manager for Jeunesse and Market Q.

6. Wendy R. Lewis is a Florida resident and is a manager for Jeunesse and Market Q.

7. Defendant, Lifewave, Inc. f/k/a Lifewave, LLC (“Lifewave”), is a Georgia corporation with its principal place of business located at 9444 Balboa Ave., Suite 150, San Diego, California 92123.

8. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because there is complete diversity between Plaintiffs and Defendant and the amount in controversy exceeds \$75,000. This Court also has jurisdiction over this matter pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1331.

9. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this District because a substantial part of the activities giving rise to the claims alleged herein occurred in this District.

10. The Defendant is subject to the jurisdiction of this Court pursuant to Chapter 48, Florida Statutes, because the causes of action alleged herein arise out of the Defendant:

- a. operating, conducting, engaging in, or carrying on a business, or business venture in the State of Florida, or having an office or agency in this state; and/or
- b. committing a tortious act within this state; and/or
- c. engaging in solicitation or service activities within this state; and/or
- d. products, materials, or things processed, serviced, or manufactured by the defendant anywhere were used or consumed within this state in the ordinary course of commerce, trade, or use.

11. Additionally and alternatively, the Defendant is subject to the jurisdiction of this Court pursuant to Chapter 48, Florida Statutes, because, upon information and belief, at all relevant times hereto, Defendant has been engaged in substantial and not isolated activity within the State of Florida.

12. Lifewave regularly conducts business in the State of Florida, maintains agents who solicit customers and purchase orders for products in the State of Florida, and has negligently or willfully and knowingly made, published, and disseminated false statements related to Jeunesse's products and the reputations of Wendy Lewis and Randy Ray in direct competition with Jeunesse in the State of Florida. Accordingly Lifewave is amenable to service of process pursuant to Section 48.193, Florida Statutes, and other authority.

13. Additionally, Lifewave also negligently and willfully and knowingly breached the disparaging communications provision of a Termination Agreement entered into between Market Q and Lifewave.

Facts

14. Jeunesse is a limited liability company that has developed and maintains a worldwide multi-level marketing business that distributes products intended to promote health, skin care, and beauty which use innovative stem-cell technology.

15. Jeunesse markets its products through a variety of channels, including the internet and distributors.

16. Jeunesse is a Florida Limited Liability Company with its principal place of business in Altamonte Springs, Seminole County, Florida.

17. Jeunesse began operating in 2009.

18. Jeunesse has invested substantial sums of money in order to research and develop its products, and to market and advertise the same. In the course of that long-standing and ongoing effort, Jeunesse has developed substantial goodwill in the marketplace.

19. Upon information and belief, Lifewave began operating in August of 2004.

20. Lifewave is a direct competitor of Jeunesse.

21. Lifewave is a corporation that also distributes products intended to promote health.

22. Lifewave operates an interactive internet website (www.lifewave.com) which is accessible in Florida.

23. Recently, Lifewave hosted a 39-minute webinar to its distributors, which includes distributors in Florida, in which Lifewave spent the entire 39-minutes negligently or willfully and knowingly asserting numerous false statements about Jeunesse, its products, its operations, Wendy Lewis and Randy

Ray. For example, Lifewave negligently or willfully and knowingly misrepresents that Jeunesse does not have any clinic trials supporting its products and that Jeunesse is illegally selling products.

24. The webinar also makes false, slanderous and defamatory statements about Wendy Lewis and Randy Ray. For example, Lifewave negligently or willfully and knowingly states that Wendy Lewis and Randy Ray are unethical and stole Lifewave's database for their own benefit.

25. Not only are these statements related to Wendy Lewis and Randy Ray false, slanderous and defamatory, the statements are also made in contravention of and are a material breach of a Disparaging Communications provision of a confidential Termination Agreement entered into between Market Q and Lifewave. A true and correct copy of the relevant provisions of the confidential Termination Agreement is attached hereto as Exhibit A.

26. Additionally, upon information and belief, Lifewave is distributing a form letters, bullet points and statements which negligently or willfully and knowingly assert false statements about Jeunesse, similar to the false statements made during the webinar, for its distributors to use to unlawfully and unfairly compete with Jeunesse.

27. The statements about Jeunesse, Wendy Lewis and Randy Ray are false, misleading, unfair and deceptive.

28. Defendant knew or should have known such statements are false.

29. Not only are the statements false but Defendant, in making the statements above, has deceptively and misleadingly implied dishonesty, unfair dealing and wrongdoing by Jeunesse, Wendy Lewis and Randy Ray.

30. Defendant's aforesaid webinar, publications and statements were and are not privileged.

31. Lifewave's statements are being made to damage Jeunesse's business relationships with its current and prospective customers and distributors and to damage Jeunesse's good will and the good will of Wendy Lewis and Randy Ray for the benefit of Defendant's unlawfully competing business.

32. Jeunesse's, Wendy Lewis' and Randy Ray's reputations and good wills have been damaged as a result of Defendant's defamatory, slanderous and untrue statements and, upon information and belief, Defendant continues to make such statements to customers and distributors throughout Florida, the United States and the world.

33. Pursuant to section 688.005, Florida Statutes, the Lanham Act, and the Florida Unfair and Deceptive Trade Practices Act, Plaintiffs may recover from Defendant their reasonable attorneys' fees and costs in prosecuting this matter. Plaintiffs have retained the law firm of Cole, Scott & Kissane PA to prosecute this

action, and are thereby obligated to pay the firm reasonable attorneys' fees for such services.

34. All conditions precedent to bringing this action have occurred or have been waived.

COUNT I - BUSINESS DISPARAGEMENT

35. This is a cause of action for business disparagement against Defendant which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Jeunesse re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

36. As set forth above and herein, Defendant's actions constitute actionable disparagement under Florida law.

37. Upon information and belief, Defendant has been actively defaming and disparaging Jeunesse, Jeunesse's products, and Jeunesse's leadership, Wendy Lewis and Randy Ray, to Jeunesse's current and prospective customers, distributors and to the public as a whole.

38. These disparaging statements, among others, by Defendant are clearly made in an effort to damage Jeunesse's current and/or prospective business relationships.

39. Defendant's statements are made either negligently or intentionally with the aim of damaging Jeunesse's business relationships with its current and

prospective customers, distributors and to the public as a whole and damaging Jeunesse's good will for the benefit of Defendant's unlawfully competing business.

40. Jeunesse's reputation and good will has been damaged as a result of Defendant's disparaging statements and, upon information and belief, Defendant continues to make such statements Jeunesse's current and prospective customers, distributors and to the public as a whole throughout Florida, the United States and the world.

41. As a direct and proximate result of Defendant's disparaging statements, Jeunesse has been, and will continue to be, damaged.

WHEREFORE, Jeunesse demands a judgment against Defendant for damages, costs of this action, injunctive relief, reasonable attorneys' fees and any such other relief the Court deems appropriate. Jeunesse reserves the right to seek to amend this Complaint to add claims for punitive damages.

COUNT II - TORTIOUS INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONSHIPS

42. This is a cause of action against Defendant for tortious interference with advantageous business relationships which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Jeunesse re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

43. As set forth above and herein, Defendant tortiously interfered (and continues to tortiously interfere) with Jeunesse's advantageous business relationships with its customers, prospective customers, and distributors.

44. Notwithstanding Defendant's knowledge of the business relationships between Jeunesse and its customers, prospective customers and distributors, Defendant has negligently or intentionally interfered and continues to negligently or intentionally interfere with such relationships.

45. As a direct and proximate result of Defendant's interference, Jeunesse has been and will continue to be damaged.

WHEREFORE, Jeunesse demands a judgment against Defendant for damages, injunctive relief, costs of this action, reasonable attorneys' fees and any such other relief the Court deems appropriate. Jeunesse reserves the right to seek to amend this Complaint to add claims for punitive damages.

**COUNT III - FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT**

46. This is a cause of action against Defendant under the Florida Deceptive and Unfair Trade Practices Act, §§ 501.201, et seq., Florida Statutes ("FDUTPA"), which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Jeunesse re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

47. Defendant has engaged in unconscionable, deceptive, and unfair acts and practices in the conduct of its trade by, among other things, defaming and disparaging Jeunesse's business, its products and its leadership to distributors and customers in an effort to unlawfully compete with Jeunesse.

48. Defendant's practices offend established public policy, are immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers and competitors, and violate Defendant's obligations under FDUTPA.

49. Jeunesse has and will suffer damages and losses as a result of Defendant's improper and unlawful acts and practices.

50. The damages suffered by Jeunesse are irreparable, difficult to quantify and continue to accrue.

WHEREFORE, Jeunesse demands judgment in its favor and against Defendant in the amount of all actual damages, together with attorneys' fees, court costs, expenses, pre-judgment interest, a temporary and permanent injunction enjoining Defendant from engaging in the conduct herein alleged, and such other relief as this Court deems just and equitable.

COUNT IV - LANHAM ACT

51. This is a cause of action against Defendant for false and misleading advertising and unfair competition under section 43(a) of the Lanham Act, 15 U.S.C.A. § 1125(a), which exceeds \$75,000.00, exclusive of costs, interest, and

attorneys' fees. Jeunesse re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

52. Defendant has made and continues to make false and/or misleading statements regarding Jeunesse, its products and its leadership to distributors and customers throughout the United States and internationally.

53. In unlawful competition with Jeunesse, Defendant has disparaged and defamed Jeunesse, its products and its leadership to obtain customers and distributors.

54. These false or misleading statements of fact either have actually deceived or have a tendency to deceive a substantial segment of Defendant's audience (i.e. -- Jeunesse's customers, distributors and the public as a whole).

55. Defendant's deceptive statements about Jeunesse, its products and its leadership are material, and Defendant has made these false and misleading statements in interstate commerce.

56. Jeunesse has been or is likely to be injured as a result of Defendant's false and misleading statements, either by direct loss of sales to the Defendant or by a lessening of good will associated with Jeunesse, its products and/or its leadership.

WHEREFORE, Jeunesse demands judgment in its favor and against Defendant in the amount of all actual damages, together with attorneys' fees, court

costs, expenses, pre-judgment interest, a temporary and permanent injunction enjoining Defendant from engaging in the improper conduct herein alleged, and such other relief as this Court deems just and equitable.

COUNT V - TEMPORARY AND PERMANENT INJUNCTION

57. This is a cause of action for injunctive relief against Defendant. Plaintiffs re-allege and incorporate the allegations contained within paragraphs 1 through 34 as if fully set forth herein.

58. Florida law provides for injunctions where, as here, a party is tortiously interfering with another party's relationships and spreading false statements about the other party to try to gain a competitive advantage.

59. Plaintiffs have a substantial likelihood of success on the merits in this litigation.

60. Irreparable harm to the Plaintiffs is presumed under the circumstances of this case, including the interference with customer relationships, and disparagement of the reputation of Jeunesse, its products and its leadership, including Wendy Lewis and Randy Ray.

61. Additionally, unless restrained and enjoined by Order of this Court, Defendant will persist in causing Plaintiffs immediate and irreparable injury.

62. Plaintiffs are without an adequate remedy at law.

63. Plaintiffs request that this Court enjoin Defendant from tortiously interfering with Jeunesse's advantageous business relationships and from further publishing false and defamatory information concerning Jeunesse, its products and its leadership, including Wendy Lewis and Randy Ray, to third parties and/or Defendant's distributors.

64. Enjoining Defendant will serve the public interest.

65. Based upon the totality of circumstances and the balancing of the respective hardships and equities, the harm to Plaintiffs far outweighs any possible injury that Defendant might suffer if the injunction is granted. Indeed, Plaintiffs are merely asking this Court to enjoin Defendant from activities in which Defendant have no legal right to engage in.

WHEREFORE, Plaintiffs respectfully request that the Court:

A. Enter a temporary and permanent injunction that prohibits Defendant, and anyone acting on behalf of or in concert or in conjunction with Defendant, from:

- i. Tortiously interfering with Jeunesse's contractual and/or advantageous business relationships;
- ii. Publishing false and defamatory information concerning Jeunesse, its products and its leadership, including Wendy Lewis and Randy Ray to third parties and/or its distributors;

- iii. Directing Defendant to remove all false and defamatory information concerning Jeunesse from its website, its back office and all other media;
- iv. Requiring Defendant to cease use of the webinar and all similar forms, letters or other media which disparages or sets forth false statements about Jeunesse, its products and its leadership, including Wendy Lewis and Randy Ray;
- v. Requiring Defendant to issue a retraction of its false and defamatory statements concerning Jeunesse, its products, Wendy Lewis and Randy Ray; and
- vi. Requiring Defendant to utilize its best efforts to remove the false and defamatory information concerning Jeunesse, its products, Wendy Lewis and Randy Ray which it improperly disseminated from the public domain, including requesting all persons and entities to cease use of any materials Defendant have created or created by Defendant's distributors and being used to promote Defendant and its products which make false and defamatory statements as to Jeunesse, its products, Wendy Lewis and Randy Ray.

B. Award to Plaintiffs any and all additional relief that this Court deems just and reasonable.

COUNT VI - UNFAIR COMPETITION

66. This is a cause of action against Defendant for unfair competition which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. JEUNESSE, LLC re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

67. Defendant's false and misleading statements concerning Jeunesse, its products, and its leadership constitute an unfair method of competition.

68. As a consequence of the foregoing, Jeunesse has suffered and will continue to suffer irreparable harm and loss.

WHEREFORE, by virtue of the Defendant's false and misleading statements, Plaintiff, Jeunesse, demands judgment in its favor and against Defendant for preliminary and permanent injunctive relief, actual damages, incidental, consequential and special damages, and attorney's fees and costs.

COUNT VII - TRADE LIBEL

69. This is a cause of action against Defendant for unfair competition which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Jeunesse re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

70. The statements described in this Complaint are false and are not statements of opinions, but of fact.

71. Defendant has falsely and unfairly set forth false and misleading statements concerning Jeunesse, its products, Wendy Lewis and Randy Ray.

72. Defendant, in making the statements described herein, has falsely and unfairly implied dishonesty, unfair dealing and wrongdoing by Jeunesse, Wendy Lewis and Randy Ray.

73. By reason of the aforesaid acts, Jeunesse has lost one or more prospective customers and the terms of dealing with one or more vendors have been materially changed by the vendor(s), and/or the vendor's relationship with the Jeunesse has been terminated, resulting in actual economic harm to the Jeunesse.

74. Defendant defamed Jeunesse by making blatantly false statements to the general public, Jeunesse's customers, and other business contacts.

75. Defendant was not privileged to publish their false oral and written statements.

76. Defendant's defamatory actions have proximately caused damage to Jeunesse.

WHEREFORE, by virtue of the foregoing acts, Jeunesse demands judgment in its favor and against Defendant for preliminary and permanent injunctive relief, actual damages, incidental, consequential and special damages, and attorney's fees and costs.

COUNT VIII – LIBEL (Wendy Lewis)

77. This is a cause of action against Defendant for libel which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Wendy Lewis re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

78. The statements made by Lifewave regarding Wendy Lewis described in this Complaint are false.

79. Defendant has falsely and unfairly set forth false and misleading statements concerning Wendy Lewis.

80. Defendant, in making the statements described herein, has falsely and unfairly implied dishonesty, unfair dealing and wrongdoing by Wendy Lewis.

81. Wendy Lewis' reputation is an integral asset to her entrepreneurial success.

82. Defendant defamed Wendy Lewis by making blatantly false statements to the general public, Jeunesse's customers, and other business contacts about her ethics and her actions with respect to Lifewave.

83. Defendant was not privileged to publish their false oral and written statements.

84. Defendant's defamatory actions have proximately caused damage to Wendy Lewis.

WHEREFORE, by virtue of the foregoing acts, Wendy Lewis demands judgment in her favor and against Defendant for preliminary and permanent injunctive relief, actual damages, incidental, consequential and special damages, and attorney's fees and costs.

COUNT IX – LIBEL (Randy Ray)

85. This is a cause of action against Defendant for libel which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Randy Ray re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

86. The statements made by Lifewave regarding Randy Ray described in this Complaint are false.

87. Defendant has falsely and unfairly set forth false and misleading statements concerning Randy Ray.

88. Defendant, in making the statements described herein, has falsely and unfairly implied dishonesty, unfair dealing and wrongdoing by Randy Ray.

89. Randy Ray' reputation is an integral asset to her entrepreneurial success.

90. Defendant defamed Randy Ray by making blatantly false statements to the general public, Jeunesse's customers, and other business contacts about her ethics and her actions with respect to Lifewave.

91. Defendant was not privileged to publish their false oral and written statements.

92. Defendant's defamatory actions have proximately caused damage to Randy Ray.

WHEREFORE, by virtue of the foregoing acts, Randy Ray demands judgment in her favor and against Defendant for preliminary and permanent injunctive relief, actual damages, incidental, consequential and special damages, and attorney's fees and costs.

COUNT X – BREACH OF CONTRACT (Market Q)

93. This is a cause of action against Defendant for breach of contract which exceeds \$75,000.00, exclusive of costs, interest, and attorneys' fees. Market Q re-alleges and incorporates herein the allegations contained in paragraphs 1 through 34.

94. Market Q and Defendant entered into a confidential, Termination Agreement on October 24, 2004. *See* Exhibit A.

95. Defendant has materially breached Article 6 of the Termination Agreement which includes provisions prohibiting disparaging communications with regard to Market Q's employees, members, managers or affiliates.

96. As part of the webinar, Defendant makes numerous false and disparaging communications about Market Q's managers, Wendy Lewis and Randy Ray, in violation of the terms of Article 6.

97. Unless restrained and enjoined by Order of this Court, Defendant will persist in causing Market Q and its managers, Wendy Lewis and Randy Ray, immediate and irreparable injury.

98. Market Q is without an adequate remedy at law as expressly outlined in Article 6 of the Termination Agreement.

99. Article 6 entitles the aggrieved party, here Market Q, to injunctive relief.

100. Market Q requests that this Court enjoin Defendant from further publishing false and defamatory information concerning its managers, Wendy Lewis and Randy Ray, to third parties and/or Defendant's distributors.

101. Enjoining Defendant will serve the public interest and is contemplated by the Termination Agreement.

102. Based upon the totality of circumstances, the contractual terms and the balancing of the respective hardships and equities, the harm to Market Q far outweighs any possible injury that Defendant might suffer if the injunction is granted. Indeed, Market Q is merely asking this Court to enjoin Defendant from activities in which Defendant have no legal right to engage in.

WHEREFORE, Plaintiffs respectfully request that the Court:

A. Enter a temporary and permanent injunction that prohibits Defendant, and anyone acting on behalf of or in concert or in conjunction with Defendant, from:

- i. Publishing false and defamatory information concerning Market Q's managers, Wendy Lewis and Randy Ray, to third parties and/or its distributors;
- ii. Directing Defendant to remove all false and defamatory information concerning Wendy Lewis and Randy Ray from its website, its back office and all other media;
- iii. Requiring Defendant to cease use of the webinar and all similar form letters or other media which disparages or sets forth false statements about Wendy Lewis and Randy Ray;
- iv. Requiring Defendant to issue a retraction of its false and defamatory statements concerning Wendy Lewis and Randy Ray; and
- v. Requiring Defendant to utilize its best efforts to remove the false and defamatory information concerning Wendy Lewis and Randy Ray which it improperly disseminated from the public domain, including requesting all persons and entities to cease use of any materials Defendant have created or created by Defendant's distributors and

being used to promote Defendant and its products which make false and defamatory statements as to Wendy Lewis and Randy Ray.

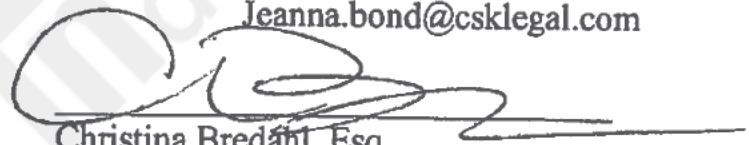
B. Award to Plaintiffs any and all additional relief that this Court deems just and reasonable, including its reasonable attorney's fees and costs.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims so triable.

Dated: January 27, 2015

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Email: christie.bredahl@csklegal.com
Jeanna.bond@csklegal.com



Christina Bredahl, Esq.
Florida Bar No.: 0055462

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") is entered into this 13th day of December, 2005, by and between MarketQ, Inc., ("Contractor"), a Florida corporation, and LifeWave, LLC, a Georgia limited liability company ("Customer"). The purpose of this Agreement is to set forth the terms and obligations of Contractor and Customer with regard to the termination of the Software License and Use Agreement entered into by the parties on October 24, 2004.



Article 6
Disparaging Communications/ Confidentiality

Contractor and Customer agree that the reputations of both companies are important. Contractor agrees to not have any communications regarding the Customer with any employee, distributor, investor, or customer of the Customer. Both parties agree to not have any disparaging communications with regard to the other or its employees, members, managers or affiliates. Contractor and Customer each agree that there is not an adequate remedy at law and therefore the aggrieved party is entitled to injunctive relief for any breaches of this obligation.

Contractor and Customer and their attorneys agree not to publicize or otherwise

No Admission of Liability. It is understood and agreed that this Agreement, any consideration given or accepted in connection with it and the covenants made in it are all made, given and accepted in settlement and compromise of disputed claims and are not an admission of liability by anyone.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MarketQ, Inc.

LifeWave, LLC

By: Wendy R. Lewis, President
Wendy R. Lewis, President
Officer

By: [Signature] 12/19/05
~~Warren Hanchey, Chief Financial~~
David Schmidt, CEO

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jeunesse, LLC, a Florida limited liability company, Market Q, Inc., a Florida corporation, Wendy R. Lewis, an individual, and Ogale "Randy" Ray, an individual

(b) County of Residence of First Listed Plaintiff Seminole County, FL
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Christina Bredahl, Cole, Scott & Kissane, P.A. 1900 Summit Tower Boulevard, Suite 750, Orlando, FL 32810, (321) 972-0025

DEFENDANTS

Lifewave, Inc., f/k/a Lifewave, LLC, a foreign corporation

County of Residence of First Listed Defendant San Diego County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC 1125 and 28 USC 1332

Brief description of cause:

Unfair competition, libel and false disparagement

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 75,001.00

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/27/2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE