

IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA
CIVIL DIVISION

MATTHEW NESTLER,

Plaintiff,

Case No.:

vs.

JEUNESSE, LLC a/k/a
JEUNESSE GLOBAL, and
KEVIN GIGUERE

Defendants.

COMPLAINT

Plaintiff, Matthew Nestler, ("Nestler"), sues Defendants, Jeunesse, LLC a/k/a Jeunesse Global ("Jeunesse"), and Kevin Giguere ("Giguere") and alleges:

PARTIES

1. Plaintiff Nestler is a resident of Orange County, Florida.
2. Defendant Jeunesse is a limited liability company organized and existing under the laws of the State of Florida with its principal place of business located in Altamonte Springs, Florida.
3. Defendant Giguere is a resident of Citrus County, Florida.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction because the matter in controversy exceeds the sum of \$ 15,000 (fifteen thousand dollars), exclusive of interest and costs.
5. Venue is proper in this Court pursuant to Sections 47.011, 47.021, and § 47.051. Florida Statutes, because Defendant Jeunesse's principal place of business is located in Seminole County, and Defendants transact business in Seminole County, Florida. Venue is further proper

because a substantial part of the events giving rise to this action occurred in Seminole County, Florida .

FACTUAL BACKGROUND

6. Jeunesse is a global multi-level marketing company that provides an array of purported youth enhancing skin care products and dietary supplements to customers. Jeunesse markets and sells these products and recruits independent contractors to sell the products offered by Jeunesse.

7. Nestler is a twenty-five year veteran in the multi-level marketing industry.

8. Multi-level marketing is a method of distributing goods and services through networks of people. Participants are given the choice of selling products for retail profits or recruiting additional participants and earning override commissions on the “Downline” production.

9. The term “Downline” is commonly used to represent a cluster of people in a participant’s organization. When a participant introduces and sponsors other people into a multi-level marketing company, he or she establishes an important relationship that greatly influences the amount of compensation generated by the Downline.

10. Jeunesse’s compensation plan is referred to as a “Binary” plan, which is common in the multi-level marketing industry. In this plan, participants are required to build two separate organizations (“legs”), where participants derive compensation based off of a percentage of volume from their smaller organization.

11. Under Jeunesse’s compensation plan, sponsoring new participants is heavily encouraged and handsomely rewarded, yielding a 20% “Check Match” on all commissions

received by the personally sponsored participants. When a sponsored participant receives compensation, the sponsor receives 20% of that reward.

12. The structure of the entire Jeunesse sales organization, comprised of both individuals, partnerships and corporate entities, is commonly referred to as a "Genealogy." The structure of the Genealogy dictates Jeunesse's financial obligations to its sales force.

FACTUAL ALLEGATIONS

13. In or about February 2014, Kit Carlson, an independent distributor for Jeunesse, contacted Nestler regarding a business opportunity for Nestler at Jeunesse.

14. In or about February 2014, Nestler accepted a meeting with Wendy Lewis, the COO of Jeunesse, and Stephanie Nichols and Theresa Gregory, independent distributors for Jeunesse, at Jeunesse's global headquarters in Altamonte Springs, Florida.

15. After this initial meeting between Nestler, Lewis, Nichols, and Gregory, Nestler invited Giguere, a business colleague and former personally sponsored member of Nestler's prior multi-level marketing organizations, to attend a second meeting with Nestler a few days later. The second meeting included Nestler, Giguere, Wendy Lewis, and Randy Ray Lewis. The invitation to this meeting was discussed over the phone and solidified via SMS text messaging. Several subsequent meetings took place between Nestler, Giguere, and Darren Jensen, the President of Jeunesse in the Americas, throughout February 2014 to solidify a future agreement between both Nestler and Giguere to join Jeunesse.

16. As a result of February 2014 the meetings, on or about March 5, 2014, Nestler entered into a separate Business Development Agreement ("BDA") with Jeunesse (the "Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit A.

17. On or around March 5, 2014, Giguere also entered into a separate BDA with Jeunesse to become an independent distributor for Jeunesse.

18. BDAs are purportedly reserved for experienced multi-level marketing participants. The BDAs provide additional and undisclosed incentives to those Jeunesse deems fit.

19. The vast majority of Jeunesse participants do not receive additional compensation for their efforts, nor do they receive preferred placement in the Jeunesse Genealogy. Instead, they are required to build the organization as promoted publicly on the Jeunesse website in their compensation plan document.

20. The terms of Jeunesse's BDAs varies person to person. The terms typically include the creation of volume in one of the Binary legs, whereby the recipient would only be required to build one of the legs instead of two. The terms might also include cash advances along with additional opportunities for significant cash rewards not available in the general compensation plan.

21. Regardless of how the Downline is built, whether it be built from scratch as specified in the Jeunesse Compensation Plan, or with the acceleration of a BDA, Jeunesse recognizes the achievement of its "top-performers" without disclosing the existence of the BDA deal terms.

22. It is expected that the amount of BDAs executed throughout the Jeunesse organization numbers into the hundreds. These deals are orchestrated by Jeunesse itself and the authorized participants throughout its sales organization.

23. After both Nestler and Giguere were enrolled in Jeunesse, Giguere was Downline to Nestler. This structure remained until the date of Nestler's termination. With the exception of

the 20% "Check Matches" from Giguere's earnings, Nestler received commissions from the production in Giguere's organization, as per the normal functions of the Jeunesse Compensation Plan.

24. As stated in Nestler's BDA, Giguere was to be "sponsored" by the company until Nestler's financial obligations under the BDA were covered. At which point in time, Nestler would receive Sponsorship credit; thus, providing Nestler with a substantial increase in compensation from the Downline volume.

25. One month prior to Nestler's termination, Jeunesse, in breach of its own Agreement with Nestler, assigned the sponsorship rights of Giguere's position to one of Nestler's competitors: Stefanie Nichols. The BDA sets forth that sponsorship of Giguere's position will be held by Jeunesse until the initial investment is paid back, at which point the sponsorship of this position should properly transfer to Nestler. Stefanie Nichols had no pre-existing relationship with Giguere, nor did she have any involvement during the discussions leading up to his enrollment. Further, Jeunesse did not have the right to give the sponsorship of the Giguere position to Nichols without Nestler's consent. The allocation of sponsorship rights to Nichols represents another example of Jeunesse manipulating its genealogy to create synthetic success for its select distributors.

26. Nestler's BDA required Jeunesse to "Top Up" Nestler's compensation with the company to match \$15,000 for a six-month period, less the commissions earned by Nestler, if Nestler met the monthly volume requirements set forth in his BDA.

27. Under the Agreement, Nestler agreed, among other things, to exercise his best efforts to develop Jeunesse's business. In return, Jeunesse paid Nestler according to the terms of the Agreement.

28. Over the course of Nestler's nine (9) month relationship with Jeunesse, Nestler worked vigorously to develop Jeunesse's business by hosting weekly training sessions for his downline at Jeunesse's Global Headquarters, flying members of his downline to Las Vegas for a Jeunesse convention and training, and making himself generally available by email or telephone to members of his downline who needed support in the growth of their organizations.

29. On or about October 23, 2014, Nestler attempted to log into his "back office" with Jeunesse, which is an online portal for independent distributors to review the activity of themselves and their downline, and was denied access to his back office.

30. On or about October 24, 2014, Nestler received a letter via email notifying him that he was terminated from Jeunesse for failure to adequately support the distributors he sponsored. This letter is attached hereto as Exhibit B.

31. Prior to the October 24th termination letter, Nestler received no communications from Jeunesse's corporate office, his upline, or anyone else working for or affiliated with Jeunesse regarding his alleged inadequate support for his downline distributors. He also received no complaints from his downline regarding this alleged failure to support his downline.

32. On or about the evening of October 24, 2014, Giguere asked Nestler to meet him at the nearby Crowne Plaza Hotel in order to provide Nestler with his last two weeks' compensation that Jeunesse owed Nestler. When Nestler and Giguere met, Giguere gave Nestler his check, and then requested that Nestler sign a settlement agreement with Jeunesse. Nestler was surprised, as there were zero discussions with the company regarding a potential settlement. He refused to sign. Giguere subsequently informed Jeunesse that Nestler had signed the settlement agreement, and provided Jeunesse with a copy of the agreement, which included a forged signature on Nestler's signature line. This forged settlement agreement is attached hereto as

Exhibit C. This forged signature has no resemblance to Nestler's real signature. *See supra*, Exhibit A.

33. Within days of Nestler's termination, two well-known and highly productive multi-level marketers, Rick Ricketts ("Ricketts") and Cedrick Harris ("Harris") became active in the organization. Ricketts was placed upline of Harris in Giguere's downline.

34. Within days of Nestler's termination, Jeunesse manipulated its own genealogy by placing Giguere above Nestler's former position. Based on the normal rules of the Jeunesse Compensation Plan, Nestler's former position should have "compressed out" of the organization, creating no benefit for any person in Nestler's downline. By creating a higher position in Nestler's former organization for Giguere, Jeunesse gave Giguere the benefit of Nestler's substantial volume in the Binary pay plan, dramatically accelerating Giguere's income.

35. Contrary to its own Policies and Procedures, which expressly forbids Jeunesse participants from owning more than "one distributorship," Giguere, Harris and Ricketts were each allowed to accumulate over fifty positions between themselves in the Jeunesse genealogy, dramatically impacting their ability to dole out preferential placement for recruits. This gave them a tremendous advantage over their competitors throughout the Jeunesse organization.

36. Between November 2014 and the filing of this lawsuit, Rick Ricketts and Cedrick Harris have increased the productivity of Giguere's downline substantially, resulting in hundreds of thousands of dollars of profit for themselves, Giguere, Stephanie Nichols, who was given the sponsorship of Giguere's position, and Jeunesse.

37. As a result of Jeunesse's improper termination of Nestler, Jeunesse has avoided paying Nestler more than \$275,000 in commissions from the productivity of Rick Ricketts and Cedrick Harris in Nestler's former downline.

38. Jeunesse violated the Agreement with Nestler, as well as the Jeunesse Policies and Procedures, by wrongfully terminating Nestler for pretextual reasons in order to avoid paying Nestler commissions he would have otherwise received under Jeunesse's compensation plan after the addition of Ricketts and Harris to Nestler's downline.

39. Upon information and belief, Jeunesse and Giguere conspired to fraudulently terminate Nestler from his position in order for Giguere and others to receive larger commissions and for Jeunesse to avoid paying Nestler commissions resulting from the addition of Ricketts and Harris to Nestler's downline. This collusion between Jeunesse and Giguere undercuts the foundational principle upon which direct sales is based, namely, that one can derive profit based on hard work and effort to recruit participants and build one's organization. By fraudulently terminating Nestler, Jeunesse has demonstrated that the foundational notions on which Jeunesse is based can be easily superseded by back room deals and illusory organization building in a distributor's downline. Jeunesse's fraudulent culture was perpetuated by the giving away of independent distributor positions with fabricated volume under these positions, which perpetuated, encouraged, and enhanced the conspiracy between parties to fraudulently terminate Nestler.

40. Upon information and belief, Giguere enticed Jeunesse to breach its Agreement with Nestler in order for Jeunesse to avoid paying Nestler future commissions resulting from the addition of Ricketts and Harris to Nestler's downline.

41. Defendants' wrongful conduct and breaches of contract as described above have financially and significantly damaged Nestler. Defendants' conduct has also negatively impacted Nestler's business reputation in the multi-level marketing world. Nestler's damages include, but

are not limited to, injury to his reputation, lost commissions and profits, lost business, and attorneys' fees and costs.

COUNT I – JEUNESSE'S BREACH OF CONTRACT

42. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

43. The Agreement is a valid and enforceable contract between Nestler and Jeunesse.

44. Nestler fully performed and complied with his obligations under the Agreement.

45. Jeunesse's conduct as alleged above and reincorporated herein constitutes a material breach of the Agreement.

46. As a direct and proximate result of Jeunesse's breach of contract, Nestler has suffered damages, including special damages relating to lost commissions and profits.

**COUNT II – JEUNESSE'S BREACH OF THE
IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

47. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

48. Nestler and Jeunesse are parties the Agreement, a valid and enforceable contract.

49. Pursuant to the express terms of the Agreement, the Agreement was to continue until the occurrence of one or more enumerated acts, events or conditions.

50. Jeunesse's unilateral termination of the Agreement constitutes a breach of the express terms of the Agreement.

51. Jeunesse's termination of the Agreement in the absence of any enumerated act, event or condition triggering termination of the Agreement constitutes a breach of the implied covenant of good faith and fair dealing.

52. As a direct and proximate result of Jeunesse's breach of the implied covenant of good faith and fair dealing, Nestler has suffered damages, including special damages relating to lost commissions and profits.

COUNT III – GIGUERE'S TORTIOUS INTERFERENCE WITH CONTRACT

53. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

54. Nestler and Jeunesse are parties the Agreement, a valid and enforceable contract.

55. Pursuant to the express terms of the Agreement, the Agreement was to continue until the occurrence of one or more enumerated acts, events or conditions.

56. Giguere was fully aware of and had knowledge of the Agreement.

57. Giguere intentionally, without justification or privilege, procured a breach of the Agreement by causing Jeunesse to unilaterally terminate the Agreement in the absence of any act, event or condition triggering termination.

58. As a direct result of Giguere's intentional and unjustifiable interference with the Agreement, Nestler has suffered damages, including injury to his reputation and lost commissions and profits.

**COUNT IV – JEUNESSE'S TORTIOUS
INTERFERENCE WITH NESTLER'S BUSINESS RELATIONSHIPS**

59. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

60. Nestler maintained business relationships with individuals in Nestler's downline whereby Nestler would offer training, support and guidance, and Nestler would, in turn, profit from the growth of those individuals' organizations.

61. Jeunesse had knowledge of Nestler's business relationships with the individuals in Nestler's downline.

62. Jeunessee intentionally, and without justification, interfered with Nestler's business relationships by unilaterally terminating the Agreement in the absence of any act, event or condition triggering termination, by manipulating its own genealogy and by operating contrary to its policies and procedures.

63. As a direct result of Jeunesse's intentional and unjustifiable interference with the Nestler business relationships, Nestler has suffered damages, including injury to his reputation and lost commissions and profits.

**COUNT V –GIGUERE'S TORTIOUS
INTERFERENCE WITH NESTLER'S BUSINESS RELATIONSHIPS**

64. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

65. Nestler maintained business relationships with individuals in Nestler's downline whereby Nestler would offer training, support and guidance, and Nestler would, in turn, profit from the growth of those individuals' organizations.

66. Giguere had knowledge of Nestler's business relationships with the individuals in Nestler's downline.

67. Giguere intentionally, and without justification, interfered with Nestler's business relationships by causing Jeunesse to unilaterally terminate the Agreement in the absence of any act, event or condition triggering termination, and by providing Jeunesse with a copy of a purported settlement agreement, which included a forged signature on Nestler's signature line.

68. As a direct result of Giguere's intentional and unjustifiable interference with the Nestler's business relationships, Nestler has suffered damages, including injury to his reputation and lost commissions and profits.

**COUNT VI – JEUNESSE'S AND GIGUERE'S TORTIOUS CIVIL
CONSPIRACY TO INTERFERE WITH NESTLER'S BUSINESS RELATIONSHIPS**

69. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

70. Jeunesse and Giguere had a common design to interfere with Nestler's business relationships as alleged in Count IV, *supra*, and accomplished that purpose by maliciously conspiring to (a) terminate the Agreement in the absence of any act, event or condition triggering termination; (b) forge Nestler's signature line on a purported settlement agreement; (c) avoid paying Nestler commissions; (d) place Giguere in Nestler's position; and (e) place well-known and highly productive multi-level markets in Nestler's downline to the benefit of Giguere.

71. Jeunesse and Giguere used coercion through numbers and economic influence to further their common design to interfere with Nestler's business relationships as alleged in Count IV, *supra*.

72. As a direct result of Giguere's conspiracy to intentionally and unjustifiably interfere with the Nestler's business relationships, Nestler has suffered damages including injury to his reputation and lost commissions and profits.

COUNT VII – VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

73. Nestler re-alleges and incorporates herein the allegations of Paragraphs 1 through 41 of this Complaint.

74. This is a cause of action under Florida's Deceptive and Unfair Trade Practices Act.

75. Jeunesse conspired with Giguere to unfairly compete with Nestler and avoid paying Nestler commissions, manipulated its own genealogy, created independent distributor positions with fabricated volumes, and operated in violation of its own policies and procedures to give certain distributors an unfair advantage over their competitors in violation of the Florida Deceptive and Unfair Trade Practices Act as found in Section 501.204, Florida Statutes.

76. Jeunesse has engaged in unfair methods of competition, unconscionable practices, and unfair and deceptive acts in the conduct of commerce in violation of Section 501.204, Florida Statutes.

77. As a direct result of Jeunesse's violation of Florida Deceptive and Unfair Trade Practices Act, Nestler has suffered damages including injury to his reputation and lost commissions and profits, and is entitled to actual damages for his monetary losses as a result of Jeunesse's actions in violation of Section 501.204, Florida Statutes.

78. As a result of Jeunesse's violation of the Florida Deceptive and Unfair Trade Practices Act, Nestler is entitled to his reasonable attorney's fees and costs pursuant to Section 501.2105, Florida Statutes.

PRAYER FOR RELIEF

WHEREFORE, without prejudice to Nestler's right to request injunctive relief from the Court, Nestler respectfully prays that this Court grant relief as follows:

1. Awarding Nestler damages for the Defendants' breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract, tortious interference with business relationships, tortious civil conspiracy to interfere with business relationships, and violation of Florida's Deceptive and Unfair Practices Act, in an amount to be proven at trial;

2. Awarding Nestler pre- and post-judgment interest at the highest rate allowed by law;
3. Awarding Nestler all costs in this action, including attorneys' fees and expenses; and,
4. Awarding Nestler such other relief as may be deemed just and proper by this Court.

Respectfully submitted,

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Attorneys for Plaintiff, Matthew Nestler

VERIFICATION


Matthew Nestler, being first duly sworn, make an oath that he has read the Verified Complaint and knows the content thereof, and the statements in the Verified Complaint are true, based upon his knowledge, information and belief and the information available to him.

Matthew Nestler

Matthew Nestler

Sworn to and subscribed before me, this

20th day of February, 2015.



Notary Public Sarah E. Patrick

My Commission Expires: 02/02/2017



BUSINESS DEVELOPMENT AGREEMENT

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

1.0 RECITALS

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

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

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

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

2.0 BUSINESS DEVELOPMENT PAYMENT

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 Distributor is exempted from participating in the certain promotion.

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

3.0 GENERAL PROVISIONS

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

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

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

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

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

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

Executed by the parties March 5, 2014.

**THE COMPANY
JEUNESSE GLOBAL, LLC.**

By: 

Darren Jensen, CSO

DISTRIBUTOR



Matthew Nestler



October 24, 2014

12472 Lake Underhill Rd
#165
Orlando, FL 32828

Dear Matthew Nestler:

Jeunesse Global has identified a breach of contractual obligation. Specifically, it appears that you have failed to provide adequate training to your organization. This is a direct violation of the Distributor Agreement and Policies and Procedures. Additionally, you have breached the Business Development Agreement which states that you agree to exclusively focus and build your Jeunesse business. Pursuant to section 2.6 in the B.D.A., Jeunesse Global reserves the right to pursue liquidated damages upon breach of contract

Based upon substantiation of these facts, the decision of Jeunesse Global is to terminate your account, effective immediately.

With reference to this matter, kindly note the following policies concerning the termination of your account:

4.8 Training Requirement.

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

4.11 Termination.

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

Immediately upon termination, the terminated distributor:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Jeunesse product, plan or program;



- b) Must cease representing himself or herself as a distributor of Jeunesse;
- c) Loses all rights to his/her distributorship and position in the Compensation Plan and to all future commissions and earnings resulting there from; and
- d) Must take all action reasonably required by Jeunesse relating to its materials and protection of its confidential information and intellectual property.

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

Sincerely,

Phillip Wallace
Compliance Officer

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Agreement") is made, and entered into, October 24, 2014, by and between JEUNESSE GLOBAL, LLC, a Florida limited liability company ("Jeunesse"), and MATTHEW NESTLER with Jeunesse Distributor Position entitled MatthewN (hereinafter collectively referred to as "Releasor").

RECITALS

WHEREAS, Releasor has asserted certain claims against Jeunesse relating to his Jeunesse distributor position entitled MatthewN (collectively, the "Claims") and

WHEREAS, Jeunesse and Releasor desire to settle the Claims between themselves on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are deemed contractual and incorporated into the Agreement by this reference, and in consideration of the terms and conditions and mutual promises set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the parties agree as follows:

1. **Consideration by Releasor.** Releasor shall agree to resign as a distributor with Jeunesse and shall no longer own, control, or operate any distributor position in the Jeunesse genealogy, including, but not limited to, the Jeunesse distributor position entitled MatthewN. Such resignation of Releasor shall be deemed effective, without the execution and delivery of any further or additional documents, upon the date of the execution of this Agreement by Releasor. Release further agrees to not disclose to any person the terms and provisions of any and all past or present oral or written agreements between Releasor and Jeunesse, including, but not limited to, the terms and provisions of the Business Development Agreement and this Agreement.

2. **Consideration by Jeunesse.** Jeunesse shall pay to Releasor a commission amount in the sum of Four Thousand Ninety Dollars (\$4,090.00) (the "Consideration"). Releasor agrees and acknowledges that One Thousand Five Hundred Seventy Five (\$1,575.00) of the Consideration has already been paid to Releasor by virtue of the \$1,575.00 commission check that was issued and sent by Jeunesse to Releasor on Monday, October 20, 2014. Jeunesse, upon execution and delivery of this Agreement by Releasor, shall pay to Release the remaining commission amount or Consideration of Two Thousand Five Hundred Fifteen Dollars (\$2,515.00). By payment of the Consideration, the parties acknowledge that Jeunesse is not admitting, and shall not be deemed to have admitted, any liability or obligation to Releasor relating to the Claims.

3. **Release of Jeunesse by Releasor.** Upon receipt of the Consideration, Releasor, on behalf of himself, his partners, agents, employees, successors and assigns (the "Releasing Parties"), shall be deemed for all purposes, and without the need to execute any additional documentation relating thereto, to have fully and completely released, acquitted and discharged Jeunesse and all of its members, officers, agents, employees, unit holders, successors and assigns, in both their individual and

organizational/business capacities (the "Released Parties") from the Claims which have accrued, currently exist or may in the future arise, in law or in equity, in favor of Releasor or any one or more of the Releasing Parties, whether or not presently asserted and including any statutory or common law claims, as well as all claims for expenses, fees and costs in connection therewith which could have been asserted relating thereto. Each of the parties acknowledges that this Agreement is a full and binding release and complete settlement of the Claims.

4. Cooperation. Each party to this Agreement, at any time, and from time to time after the date of this Agreement, upon reasonable request of any other party to this Agreement, shall, without any further or additional consideration, execute and deliver all further or additional documents reasonably required to fulfill or confirm the intention of the parties reflected in this Agreement, and to effectuate the release of the Claims or as otherwise provided herein.


5. Severability. In the event that any portion of this Agreement may be deemed and declared to be invalid or unenforceable, such adjudication shall in no manner affect the other portions of this Agreement, which shall remain in full force and effect as if the portions so adjudged invalid or unenforceable were not originally a part hereof.

6. Reliance. This Agreement and the releases provided for herein are, and shall be, relied upon by Jeunesse in the payment to Releasor of the Consideration.

7. Miscellaneous. This Agreement may be amended only by written instrument duly executed by Jeunesse and Releasor. The failure to enforce any provision of this Agreement or the waiver of any violation hereof shall not constitute a bar to subsequent enforcement or a waiver of any other or subsequent violation thereof. This Agreement shall be binding upon the parties and their respective successors, representatives, agents and assigns. This Agreement shall be construed and governed by the laws of the State of Florida. The foregoing constitutes the entire Agreement of the parties relating to the subject matter hereof.

8. Confidentiality. It is further specifically agreed by the parties hereto and each of the Releasing Parties and Released Parties that the terms and conditions of this Agreement are and shall remain confidential and shall not be disclosed to any other person except as may be specifically directed by a court order, and in that case only to the extent required in such court order.

9. Warranties and Representations. Each of the parties to this Agreement warrant and represent to the other that (i) it has been fully informed and has knowledge of the terms, conditions, and effects of this Agreement, (ii) it has, either personally or through its counsel, fully investigated to such party's full satisfaction all of the facts surrounding the various claims, controversies and disputes between the parties, (iii) it is fully satisfied with the terms and effects of this Agreement, (iv) no promise or inducements have been offered or made except as herein set forth, (v) this Agreement is executed without reliance on any statement or representation made by any party or agent for any party except as herein set forth and (vi) neither party nor any of the Releasing Parties has assigned or transferred any of its rights relating to the subject matter of this



Agreement prior to the date hereof. Each of the parties to this Agreement and Release further warrants and represents to the other that the person executing this Agreement on behalf of such party has been duly authorized to execute and deliver this Agreement and that the terms and provisions of this Agreement shall be binding upon, and enforceable against, each of the Releasing Parties by each of the Released Parties in accordance with the terms and provisions hereof upon execution and delivery of this Agreement by all of the parties hereto and payment of the Consideration.

Releasor acknowledges receipt and acceptance of all orders from Jeunesse and hereby agrees to not attempt to return or charge back his credit card for all purchases from Jeunesse.

10. Execution. This Agreement may be executed in several counterparts by one or more of the parties, and all such counterparts, when so executed, shall together be deemed to constitute one final Agreement, as if one document had been signed by all parties to this Agreement, and each such counterpart, upon execution and delivery, shall be deemed a complete original.

11. Time. Time is of the essence of this Agreement.

12. Obligations to Jeunesse by Releasor. This Agreement shall have no effect on any and all provisions of any and all previously executed Nondisclosure Agreements and/or Confidentiality Agreements (NDA's) signed by Releasor in favor of Jeunesse. Releasor shall continue to be bound by all provisions of any and all NDA's signed by Releasor.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the date set forth above, which shall be completed by the last party to sign the Agreement.

JEUNESSE GLOBAL, LLC,

DATE: October 24, 2014

By: 
Robert D. Dawson, Chief Legal Counsel

DATE: October 24, 2014


Matthew Nestler/Jeunesse
Distributor Position MatthewN