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ANNIE OUYANG, ALYSSIA HOGUE,  
AND THOSE SIMILARLY SITUATED

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

ALYSSIA HOGUE, an individual;  
ANNIE OUYANG, an individual; on  
behalf of themselves and those similarly  
situated,

Plaintiffs,

v.

JEUNESSE, LLC, a Florida limited  
liability company; JEUNESSE, INC., a  
Florida Corporation; KIM HUI, an  
individual; RANDY RAY aka OGALE  
RAY, an individual; WENDY R. LEWIS,  
an individual; JASON CARAMINS, an  
individual; SCOTT A. LEWIS, an  
individual; and DOES 1-100,

Defendants.

Case No: CV 17-00216-ODW(GJS)

**FIRST AMENDED COMPLAINT –  
CLASS ACTION**

**[DEMAND FOR JURY TRIAL]**

1 **I. INTRODUCTION TO THE CASE**

2 1. Jeunesse represented to Plaintiffs Annie Ouyang and Alyssia Hogue  
3 (collectively, the “Plaintiffs”) that they could make “streams of income” and  
4 “wealth,” by recruiting others to become Jeunesse distributors.

5 2. Plaintiffs and the interim class all purchased Jeunesse products and  
6 became distributors. They ordered Jeunesse products – enough products that Annie  
7 Ouyang jumped up the chain and qualified for additional discounts and commissions  
8 from potential recruits’ purchases.

9 3. However, Plaintiffs did not make money as promised. Like the  
10 hundreds of thousands of Jeunesse distributors before and after, Plaintiffs failed.  
11 They failed even though they were committed and put in the time and effort. They  
12 failed because they were doomed from the start by a Jeunesse marketing plan that  
13 systematically rewards recruiting distributors over retail sales of product.

14 4. Plaintiffs and other distributors pay for Jeunesse product to others in  
15 the form of “streams of income,” regardless of the distributors’ actual retail sales. A  
16 marketing plan that pays millions to those few at the top in recruiting rewards at the  
17 expense of the many at the bottom. As for Plaintiff Alicia Hogue, when she did not  
18 make one payment to those upstream that were scamming her, Jeunesse has even  
19 failed to honor payment for products of Jeunesse.

20 5. Defendants run an illegal pyramid scheme. They take money in return  
21 for the right to sell products and the right rewards for recruiting other participants  
22 into the pyramid. Worse, Defendants prey on immigrants (predominantly Chinese-  
23 American immigrants), by encouraging them to sell Jeunesse’s scam “age” defying  
24 and cancer-curing products to their families and friends in countries like China.  
25 Jeunesse creates a culture that makes those in China believe the product is a  
26 “fountain of youth” as if America is creating a health product not available in China.  
27 Chinese-American immigrants, a large percentage of Jeunesse’s customer base, are  
28 simply, hoodwinked.

6. Accordingly, Plaintiffs, for themselves, all others similarly situated, and the general public, allege:

## II. TYPE OF ACTION

7. Plaintiffs sue for themselves and for all persons who were Jeunesse distributors from April 2007 until the present under California's Endless Chain Scheme Law (California's Penal Code § 327 and California Civil Code § 1689.2), California's Unfair Competition Law (Business and Professions Code § 17200 *et seq.*); False Advertising Law (Business and Professions Code § 17500), and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* against all defendants for the operation and promotion of an inherently fraudulent endless chain scheme, and Private Attorney General Act ("PAGA").

## III. PARTIES

8. Plaintiff Annie Ouyang is and at all relevant times was an individual who did business in Los Angeles County, California. Ouyang became a Jeunesse distributor in 2010, when she completed a one page piece of paper. Sometime in 2015 or 2016, another upper line asked Ouyang to become a member of Jeunesse through a separate line. Ouyang agreed to become a distributor as to this additional line. At no time did Plaintiff create an online account, agree to terms of services either in writing or electronically, or affix an electronic approval, or signature to any contract. Plaintiff Ouyang's upper lines merely asked her to fill out a piece of paper with her name, date of birth, credit card information, and signature to sign up under each line. Plaintiff was deceived by Jeunesse's misleading opportunity, believing the opportunity was a legitimate way to earn money (even though that was false), and Plaintiff Ouyang did in fact lose money as a result of Defendants' unfair, unlawful, and fraudulent business practice.

9. Plaintiff Alyssia Hogue is and at all relevant times, was an individual who did business in the city of Los Angeles, California. Hogue became a Jeunesse distributor in 2016. Plaintiff Hogue was deceived by Jeunesse's misleading

1 opportunity believing it was a legitimate way to earn money (even though that was  
2 false), and Plaintiff Hogue did in fact lose money as a result of Defendants' unfair,  
3 unlawful, and fraudulent business practice.

4 10. Jeunesse is a Florida limited liability company, with its principal place  
5 of business located 650 Douglas Avenue, Suite 1010, Altamonte Springs, Florida  
6 32714. Jeunesse commenced operations in 2009. Jeunesse purports to provide a  
7 catalogue of alleged "youth enhancing" skin care products and dietary supplements  
8 to customers. Jeunesse has over 500,000 distributors and touts it reaches 367,000  
9 during the year. A popular website in China, finance.sina.cn estimates sales for 2016  
10 at sales at ten billion dollars for these scam products.

11 11. Randy Ray aka Ogale Erandal Ray, is a Florida resident and is a  
12 manger/officer for, and co-founder of Jeunesse. Ray represents to the public and  
13 distributors that he has "continuously created a unique business opportunity for  
14 thousands of distributors all over the world." "Randy and Wendy continue to  
15 provide new and sustainable business opportunities to people worldwide."  
16 Defendant Ray has operated other entities, one of which he entered an assurance of  
17 voluntary compliance with the Florida Office of Attorney General, wherein he was  
18 enjoined from among other things, violating Florida statutes pertaining to false and  
19 misleading advertising and prohibition of illegal lotteries, chain letters, and pyramid  
20 clubs.

21 12. Wendy R. Lewis, is a Florida resident and is a manger/officer for, and  
22 co-founder of Jeunesse. Lewis is the spouse of Ray. Lewis represents to the public  
23 and distributors that she has "continuously created a unique business opportunity for  
24 thousands of distributors all over the world." "Randy and Wendy continue to  
25 provide new and sustainable business opportunities to people worldwide."

26 13. Scott A. Lewis is a Florida resident and is the Chief Visionary Officer  
27 for Jeunesse. Scott A. Lewis has also served a Vice President of Operations.  
28

1           14. Jason Caramanis is a resident of California and an Imperial Diamond  
2 Director in Jeunesse.

3           15. Kim Hui is a resident of California and Double Diamond Director in  
4 Jeunesse.

5           16. A significant portion of Jeunesse's sales occur in the State of  
6 California.

7 **IV. JURISDICTION AND VENUE**

8           17. Jurisdiction is conferred upon this Court because Defendants do  
9 business in this judicial district, they hold themselves out and market to this  
10 jurisdiction, and they actually conduct significant transactions in this jurisdiction.  
11 Under Plaintiff's state law claims, more than 75% of those affected in the class (and  
12 perhaps an even greater percentage) are residents of the State of California, such that  
13 on the state law claims alone, the Local Controversy Exception bars Federal Courts  
14 from asserting jurisdiction under the Class Action Fairness Act. Supplemental  
15 jurisdiction exists over the RICO causes of action.

16           18. Venue is proper in this Court because a substantial part of the events or  
17 omissions giving rise to Plaintiffs' claims occurred here, a substantial part of the  
18 property that is the subject of this action is situated here, and Defendants are subject  
19 to personal jurisdiction, in this District.

20           19. Defendant Jeunesse is subject to the jurisdiction of this Court. Jeunesse  
21 has been engaged in continuous and systematic business in California. In fact, most  
22 of Jeunesse's distributions originate from California.

23           20. Jeunesse has a designated agent for service of process in this State or  
24 has its place of business here and has committed tortious acts in this State.

25           21. Each of the Defendants named herein acted as a co-conspirator, single  
26 enterprise, joint venture, co-conspirator, or alter ego of, or for, the other Defendants  
27 with respect to the acts, omissions, violations, representations, and common course  
28 of conduct alleged herein, and ratified said conduct, aided and abetted, or is other

1 liable. Defendants have agreements with each other, and other unnamed Diamond  
2 Director co-conspirators and have reached agreements to market and promote the  
3 Jeunesse Pyramid as alleged herein.

4 22. Defendants, along with unnamed Diamond Director co-conspirators,  
5 were part of the leadership team that participated with Jeunesse, and made decisions  
6 regarding: products, services, marketing strategy, compensation plans (both public  
7 and secret), incentives, contests and other matters. In addition, Defendants and  
8 unnamed co-conspirators were directly and actively involved in decisions to develop  
9 and amend the distributor agreements and compensation plans.

10 23. Plaintiffs are presently unaware of the true identities and capacities of  
11 fictitiously named Defendants designated as DOES 1 through 100, but will amend  
12 this complaint or any subsequent pleading when their identities and capacities have  
13 been ascertained according to proof. On information and belief, each and every  
14 DOE defendant is in some manner responsible for the acts and conduct of the other  
15 Defendants herein, and each DOE was, and is, responsible for the injuries, damages,  
16 and harm incurred by Plaintiffs. Each reference in this complaint to “defendant,”  
17 “defendants,” or a specifically named defendant, refers also to all of the named  
18 defendants and those unknown parties sued under fictitious names.

19 24. Plaintiffs are informed and believes and thereon allege that, at all times  
20 relevant hereto, all of the defendants together were members of a single association,  
21 with each member exercising control over the operations of the association. Each  
22 reference in this complaint to “defendant,” “defendants,” or a specifically named  
23 defendant, refers also to the above-referenced unincorporated association as a jural  
24 entity and each defendant herein is sued in its additional capacity as an active and  
25 participating member thereof. Based upon the allegations set forth in this Complaint,  
26 fairness requires the association of defendants to be recognized as a legal entity, as  
27 the association has violated Plaintiffs and Class Members’ legal rights. *See e.g.,*  
28 *Coscarart v. Major League Baseball*, 1996 WL 400988 at \*22 (N.D. Cal. 1996).

1           25. Plaintiffs are further informed and believe and thereon allege that each  
2 and all of the acts herein alleged as to each defendant was authorized and directed  
3 by the remaining defendants, who ratified, adopted, condoned and approved said  
4 acts with full knowledge of the consequences thereof, and memorialized the  
5 authority of the agent in a writing subscribed by the principal.

6           26. Plaintiffs are informed and believe and thereon allege that each of the  
7 defendants herein agreed among each other to commit the unlawful acts (or acts by  
8 unlawful means) described in this Complaint.

9           27. The desired effect of the conspiracy was to defraud and otherwise  
10 deprive Plaintiffs and Class Members (as hereinafter defined) of their  
11 constitutionally protected rights to property, and of their rights under other laws as  
12 set forth herein. Each of the defendants herein committed an act in furtherance of  
13 the agreement. Injury was caused to the Plaintiffs and Class Members by the  
14 defendants as a consequence.

#### 15   V. **PAGA ALLEGATIONS**

16           28. On March 6, 2017, Plaintiffs Hogue and Ouyang gave written notice by  
17 certified mail of Defendants' violations of various provisions of the California  
18 Labor Code as alleged in this complaint to the Labor and Workforce Development  
19 Agency ("LWDA") and the Defendants. *See* Letter from Blake J. Lindemann  
20 (March 6, 2017) attached hereto as **Exhibit A**. By stipulation entered on March 20,  
21 2017, the parties agreed that the 60 day-wait period under PAGA would be waived.  
22 Thus, Plaintiffs have satisfied the requirements of PAGA.

23           29. Plaintiffs Hogue and Ouyang are informed and believe and thereon  
24 allege, that Jeunesse uniformly misclassifies all of its representatives as independent  
25 contractors when they are, in fact, employees.

26           30. Jeunesse exerts significant control over its representatives. For  
27 example, at least in Hogue's situation, representatives must adhere to rules  
28



1 regarding their conduct, their sales pitches, their performance, and the method by  
2 which they complete sales.

3 31. As a result of the misclassification, Jeunesse failed to provide Plaintiffs  
4 Hogue and Ouyang and other aggrieved employees with itemized wage statements,  
5 minimum and overtime wages, lawful meal or rest periods, and reimbursement for  
6 necessary expenses. Jeunesse also failed to keep accurate payroll records showing  
7 aggrieved employees' hours worked and wages paid.

8 32. Plaintiffs Hogue and Ouyang further alleges that Jeunesse violated  
9 PAGA in the following ways: (1) Jeunesse has failed to provide prompt payment of  
10 wages to representative employees upon termination and resignation in violation of  
11 Labor Code §§ 201, 202, 203; (2) Jeunesse has failed to provide itemized wage  
12 statements to representative employees in violation of Labor Code §§ 226(a), 1174,  
13 and 1174.5; (3) Jeunesse has failed to provide meal and rest periods in violation of  
14 Wage Order No. 9 and Labor Code §§ 226.7, 512, and 558; (4) Jeunesse has  
15 willfully misclassified its representative employees in violation of Labor Code §  
16 226.8; (5) Jeunesse has retained portions of monies intended for representative  
17 employees in violation of Labor Code § 351; (6) Jeunesse has failed to keep  
18 required payroll records in violation of Wage Order No. 9 and Labor Code §§ 1174  
19 and 1174.5; (7) Jeunesse has failed to pay overtime wages in violation of Wage  
20 Order No. 9 and Labor Code §§ 510, 558, 1194 and 1198; (8) Jeunesse has failed to  
21 pay minimum wages in violation of Wage Order No. 9 and Labor Code §§ 1182.12,  
22 1194, and 1197; (9) Jeunesse has failed to reimburse representative employees for  
23 all reasonably necessary expenditures and losses incurred by representative  
24 employees in direct consequence of the discharge of their duties, including but not  
25 limited to commissions, travel costs, product costs, shipping costs, and other costs  
26 incurred in the sale of travel packages, in violation of Labor Code § 2802.

## 27 **VI. FACTS**

### 28 **A. Overview Of Jeunesse' Pyramid Scheme**



1           33. As of 2015, More than 50 complaints have been filed with the Federal  
2 Trade Commission (“FTC”) and the Florida Attorney General’s office regarding  
3 Jeunesse. The vast majority of the complaints concern problems with obtaining  
4 refunds, and claims that Jeunesse is a pyramid and/or ponzi scheme.

5           34. Some time in 2015, TruthInAdvertising.org conducted an investigation  
6 into Jeunesse’s business practices and filed its own complaint with the FTC.

7           35. Rewards paid in the form of cash bonuses, where primarily earned for  
8 recruitment, as opposed to merchandise sales to consumers, constitute a fraudulent  
9 business model. *See F.T.C. v. BurnLounge, Inc.*, 753 F.3d 878 (9<sup>th</sup> Cir. 2014).

10          36. Jeunesse admitted through its top-earning distributorships, that its  
11 method of operation constitutes a pyramid scheme.

12          37. One of the top and senior distributors, Defendant Kim Hui of Newport  
13 Beach, is estimated to be earning over \$6 million a year from Jeunesse from  
14 “commission” – amounts earned from distributors signed up below her on the tall  
15 pyramid Defendants have constructed.

16          38. According to Hui in a video published online, her success is all about  
17 recruitment:

18  
19                   *So first thing we’ve got to do is go out there and recruit . . . We’re*  
20                   *building a distribution channel if you would and so what we do – the*  
21                   *first thing we do is recruit. What do we recruit? We recruit*  
22                   *entrepreneurs . . . . And the second thing we do is that we teach other*  
23                   *people how to recruit because this business is all about duplication.*  
24                   ***It’s not about one person selling all the time cause that’s linear***  
25                   ***income, you know, trading time for money. But this business model is***  
26                   ***about building distribution and about creating wealth . . . And then***  
27                   *the third thing we do is teach other people on how to teach other*  
28                   *people and so that’s when true duplication happens . . . With wealth,*  
                    *with the money would be – we are paid to build our distribution*  
                    *network.*

39. Hui, in discussing Jeunesse’s bonus structure, further states:

1           *So the first way to make money is retail commissions, right. You know*  
 2           *we as distributors we get the product at wholesale and then when*  
 3           *people buy it, they buy it retail . . . so we get a little retail commission.*  
 4           *. . . Now that will be the smallest pay you ever get. OK? I forget about*  
 5           *retail commissions for me. . . . I'm in this not to sell product. I'm here*  
           *to build a global distribution. . . . I'm not a salesperson; I'm a business*  
           *builder. (emphasis added).*

6           40. Similar to these public statements, Plaintiffs and the Class were  
 7 informed that the most important function of the business was building a network of  
 8 distributors and paying their monthly commissions through the pyramid scheme, in  
 9 other words, sales of the product were of no relevance.

10          41. Further evidencing the nature of Defendants' pyramid scheme and the  
 11 ponzi scheme, Jeunesse's products are regularly and systematically re-sold by  
 12 distributors on Amazon.com™ for less than the wholesale prices distributors can  
 13 sell the product for. Based on a common understanding of the marketplace, a  
 14 normal class member cannot earn any retail profit off the sales side of products  
 15 because one of the largest seller of consumer goods in the United States,  
 16 Amazon.com, offers "cheaper" prices than a Jeunesse distributor. And this sale at  
 17 prices "lower than wholesale" price also shows sales of the products are not a  
 18 motivating factor in leading distributors to sign up. Distributors make profit from  
 19 the commissions each distributor below on their downline charges, that they will sell  
 20 Jeunesse's products at a loss based on what the distributors have paid.

21          42. Jeunesse also has significant variance in its suggested retail of between  
 22 \$45 to almost \$300 (the suggested retail price at most times) during the class period.  
 23 This range reflects nearly no potential for profit if a distributor sells product at the  
 24 "lower end" of the range, further symbolizing that the business is propagated, and  
 25 held up by commissions of persons on the lower level of the pyramid. Particularly in  
 26 the Chinese-American community, Jeunesse encourages class members to sell at  
 27 wholesale price and to take advantage merely of the "commissions" paid by down-  
 28 stream distributors.

43. Defendants also create a more expensive “starter” package to “jump-start their business by purchase a product package, which ranges in price from about \$200 to \$1,800. This purportedly allows “newbies” to catapult to higher levels of compensation on their commissions, i.e. they receive a larger percentage of the commission for those persons below them on the pyramid scheme by paying the unconscionable mount of \$1,800. This package prevailed at many times during the class period. The maximum “start-up” package has now been reduced by Jeunesse from \$1,800 to \$1,000.

44. All Class Members and Plaintiffs are required to purchase a mandatory starter kit for \$49.95, with a \$19.95 renewal fee, the requirement to purchase at least \$100 per month of product to remain qualified for all commission and bonuses. Should a distributor not purchase \$100, the commissions of all those below them on the pyramid they would have been entitled to, are forfeited.

45. During nearly the entire Class Period (as later defined), Jeunesse did not make an income disclosure statement to its distributors or prospective distributors, particularly during nearly the entire time that Plaintiff Annie Ouyang was a distributor for Jeunesse.

46. Instead, Jeunesse made the following representations to the Class Members and Plaintiffs with no supporting information:

“Jeunesse Is paying us over a million a year!”

“\$2,000, \$3,000, \$10,000, \$20,000, \$50,000, \$100,000 – you can do it with Jeunesse.”

“It’s a proven plan. With as many as six streams of income. People are making \$26,250 a week – a week. Think of what you could do with that.”

“Average diamond in Jeunesse makes over a million dollars a year. I hit diamond right after my year marker in Jeunesse. And this is life changing.”

1           47. These statements are deceptive income claims regarding the financial  
 2 gains consumers will achieve by becoming distributors. For example, Jeunesse  
 3 advertises that those who sign-up for its business opportunity can make over  
 4 \$26,000 per week. Its distributors also make unrealistic financial promises, such as  
 5 being able to make millions of dollars per year.

6           48. Even when Jeunesse did finally make income statement disclosures to  
 7 some Class Members in late 2015 (“Income Disclosures”) on its website, the  
 8 statement was confusing, misleading, and false as follows:

9           a. The Income Disclosures falsely imply that a large subset of  
 10 persons make profit by including several rows reflecting significant income  
 11 (**Exhibit C**) when in fact virtually no persons for Jeunesse make money;

12           b. The first row of **Exhibit D** misleadingly states NA, implying the  
 13 average commission is unknown, when in reality the “NA” is zero;

14           c. **Exhibit C** misleadingly indicates the starter Kit of 4% of total  
 15 distributors above the 92% line who make nothing;

16           d. Each income disclosure in **Exhibit C** and **Exhibit D**  
 17 misleadingly constitutes “gross” earnings. In other words, 99% of Jeunesse  
 18 distributors have a negative net profit after taking into account expenses and  
 19 monthly fees.

20           e. The highest earning distributorships, the top of the pyramid  
 21 scheme, earn a majority of revenues from the scheme;

22           f. The Income Disclosures are confusing because they are  
 23 ambiguous as to whether it captures data for the U.S. only, or culls income figures  
 24 on a global level;

25           g. The Income Disclosures fail to state the period or term by which  
 26 the income is measured, *i.e.* one year, two-years, and is thus, misleading;

27           h. The Income Disclosures fail to define material terms such as  
 28 “Avg high Gross Earnings/month” and “Avg Low Gross Earnings/month”;

- 1 i. The Income Disclosures fail to define a “distributor”;
- 2 j. Finally, the Income Disclosures are incorrect. The median is
- 3 higher numerically than the average of the “high income” persons, evidencing that
- 4 the numbers are either erroneous or fabricated.

5 49. Further evidencing the pyramid scheme, the “products” Jeunesse offers  
 6 are a complete scam and do not provide any of the benefits as represented.  
 7 Specifically, all four of the doctors on the board of Jeunesse claim that some  
 8 Jeunesse products can literally manipulate human genes and cells, even going so far  
 9 as to say that Jeunesse products can actually slow the aging process and cure cancer.  
 10 At Jeunesse’s 2015 Singapore convention, here’s what its physician team had to say:  
 11 *Vincent Giampapa, M.D.:* “prevention and restoration and regeneration . . . our  
 12 products are really designed to not only treat aging but to help prevent it and slow it  
 13 at these early ages.” (at 4:33) Dr. Giampapa goes on to say, “One of the key focuses  
 14 of AM PM was to really look at how do we actually manipulate that gene clock but  
 15 in a natural way. And what we found out . . . is . . . plant extracts, herbs, enzymes –  
 16 if they’re the right combinations of things can actually turn off certain of these genes  
 17 this that are negative aging genes and turn back on, for instance, genes that help  
 18 keep us healthy and young. So . . . AM PM we frequently refer that product as a  
 19 vitamin mineral supplement and in reality it’s the next evolution beyond vitamin and  
 20 minerals.” (at 10:29) *William Amzallag, M.D.:* “Reserve . . . it will balance oxidation  
 21 and anti-oxidation because as you know we have to balance . . . so this is the first  
 22 goal of Reserve. The second goal of Reserve is to switch on a very specific gene  
 23 which is called survival gene.” (at 13:50) *Donna Antarr, M.D.:* “With Zen Bodi, we  
 24 created a system that works with the body . . . that enables the body to actually  
 25 rejuvenate and recover on a cellular level.” (at 23:40) *Nathan Newman, M.D.:*  
 26 “when we are putting these products on our body or taking them by mouth, we’re  
 27 really changing every cell in the body just like Dr. Giampapa said, we’re changing  
 28 one cell at a time, we’re effecting them and that effect is/has a domino effect and it

1 goes much further than the one place that we treat or what product that we take.” (at  
 2 36:20). Attached hereto as **Exhibit B** is Plaintiffs’ CLRA Notice letter, which  
 3 incorporates other misrepresentations concerning Jeunesse’s products.

4  
 5 **B. The Public And Private Compensation Business Operations**  
 6 **Constitute A Pyramid Scheme**

7 50. In addition to the “public” compensation plan generally described  
 8 above, Jeunesse has a private compensation plan involving secret, undisclosed  
 9 backroom deals offered to those believed to be “quality” recruits, typically top  
 10 earners in other network marketing companies with established downline (the “Off-  
 11 Book Plan”). Both compensation plans further Jeunesse’s operation of an illegal  
 12 pyramid scheme because both plans revolve around recruitment. A distributor’s  
 13 compensation is derived from successfully recruiting new distributors (not product  
 14 sales to ultimate end users), or as in the case of the undisclosed, Secret  
 15 Compensation Plan, luring and importing entire downlines or “teams” from other  
 16 network marketing companies.

17 51. Defendants have operated and promoted their fraudulent schemes  
 18 through the United States through the use of the U.S. mail and interstate wire  
 19 communications, e-mail, fax, and other methods of communication. Through their  
 20 creation and operation of their pyramid scheme, Defendants intended to, and did in  
 21 fact, defraud their distributors – including Plaintiffs and the Class Members.

22 52. In reality, few of Jeunesse’s products are ever sold to anyone other than  
 23 its Distributors. Because its Distributors are the actual customers and ultimate users  
 24 of its products, Jeunesse requires an ever-expanding network of new Distributors in  
 25 order to keep the pyramid scheme running.

26 53. Under the public compensation plan, Distributors earn income from a)  
 27 bonuses for recruiting and sponsoring new representatives, and b) commissions  
 28 from sales of products and services to themselves and to the recruit in their downline

1 include a 20% Check match on all commissions received by personally sponsored  
2 distributors.

3 54. Jeunesse's message, at all times, has been centered around a  
4 recruitment driven message, in which a Distributor's compensation derives from  
5 successful recruitment of new distributors. All of the exorbitant costs are paid in  
6 order to stay "active" and "qualified, which is necessary to be compensated under  
7 the scheme.

8 55. Because Jeunesse's Distributors essentially do not sell products to  
9 consumers (who are not also distributors), they only obtain return on their  
10 investment by recruiting new distributors (who then buy products).

11 56. This results in payouts alleged to be "bonuses" and "commissions"

12 57. Jeunesse's emphasis on selling product packages to recruits is not  
13 based upon real consumer demand for its products but instead by the new recruit's  
14 desire to earn greater commissions and bonuses under the Jeunesse Public  
15 Compensation Plan.

16 58. When a Jeunesse distributor recruits a new individual in his or her  
17 downline, and the new individual "activates" by purchasing a Jeunesse product  
18 package, the distributor who enrolled the new individual into his downline receives  
19 a "Customer Acquisition Bonus" ranging from \$25 to \$250, depending on the price  
20 of the produce package purchased.

21 59. When a Jeunesse distributor recruits a new distributor who purchase a  
22 product package, the following recruitment commissions are paid out:

- 23 • Basic Package (\$199.95)- \$25 commission
- 24 • Supreme Package (\$499.95) - \$100 commission
- 25 • Jumbo Package (\$799.95) - \$200 commission;
- 26 • 1-Year Jumbo Package (\$1799.95) - \$200 commission
- 27 • Ambassador Package (\$1099.95) - \$250 commission



1           60. These bonuses are paid regardless of whether any Jeunesse product is  
2 sold to ultimate end-users outside the distribution channel. As one Jeunesse  
3 recruitment video states: “These bonuses are paid when you introduce a new  
4 distributor who goes on to purchase one of the Jeunesse product packages when they  
5 get started.”

6           61. Jeunesse does not provide adequate, if any, “safeguard” policies and  
7 procedures sufficient to ensure adequate product sales to ultimate end users and to  
8 prevent inventory loading. Such safeguards are necessary, as a structure with  
9 insufficient retail sales will inevitably generate a pyramid scheme that relies on  
10 ongoing recruitment to fund commission payments.

11           62. Jeunesse has a 70% rule within its Policies & Procedures. It states: “In  
12 order to qualify for commission and overrides, each distributor must certify with the  
13 purchase of product that he/she has sold to retail customers and/or has consumed  
14 seventy percent (70%) of all products previously purchased. This is known in the  
15 industry as the ‘Seventy Percent Rule’.”

16           63. Jeunesse’s Seventy Percent Rule depends entirely on self-verification  
17 and there are no explicit sanctions for a violation. Even if Jeunesse were to take  
18 steps to verify this certification, a distributor could meet the terms of the Policy and  
19 Procedures by merely consuming the product personally, even if the purchase was  
20 motivated by the desire to earn commissions. As such, even if enforced, this rule  
21 would not be effective to ensure product sales to individuals outside the distribution  
22 network.

23           64. Jeunesse also has no Jeunesse-like “10 Customer Rule” or similar  
24 policy. Jeunesse does not even require that a distributor make any product sales to  
25 ultimate consumers outside the distribution channel. Pursuant to the Jeunesse  
26 Policies & Procedures: “In order to qualify for any compensation payable under the  
27 Jeunesse Rewards plan, a distributor should make retail sales to the ultimate  
28 consumer.”

1           65. Jeunesse has a 1-year return policy for distributors who leave the  
2 business. The ability to return product, however, is limited by potential expiration of  
3 the product (the product must be in “CURRENT, REUSABLE AND RESALABLE  
4 condition”) and, more significantly, by the 70% certification assumed in every  
5 distributor’s purchase. If the purchase itself certifies that 70% will be sold.

6           66. Upon information and belief, recipients of such deals include Jeunesse  
7 top earners Defendants Kim Hui, Jason Caramanis.

8           67. Jeunesse also recommends its Chinese distributors to transfer products  
9 out of Hong Kong to avoid and flout Chinese laws concerning imports from  
10 countries such as the United States. Thus, Jeunesse encourages its distributors to  
11 violate laws of other countries.

12           68. Jeunesse was not complying with China’s direct selling and anti-  
13 pyramid selling regulations. In fact, quite the opposite - Defendants were permitting  
14 the establishment of downlines in China in direct violation of China’s rules  
15 prohibiting multi-level marketing. Moreover, Defendants knowingly failed to put in  
16 place a system of internal controls that would have ensured that new sales  
17 representatives and direct sellers were trained in a way that complied with Chinese  
18 law. The training that did exist was lax and inconsistent and not at all enforced –  
19 another violation of China’s regulations on direct selling. Jeunesse does not have  
20 the appropriate licensure to operate in China.

21           **C. Jeunesse’s Arbitration Provision Does Not Apply To Either Plaintiff.**

22           69. Plaintiff Annie Ouyang was not required to execute any documents to  
23 sign up as a Jeunesse distributor, except a one page piece of paper with her name,  
24 date of birth, signature, and address that was delivered to her two upper lines when  
25 she became a distributor on multiple lines and on multiple occasions with Jeunesse.  
26 Plaintiff Ouyang did not create an online account with Jeunesse, Ouyang did not  
27 select or check any box related to terms of services at any time upon information  
28 and belief, Ouyang did not execute any terms of service (electronically or

1 otherwise), and she was not provided with any terms of service when she joined  
2 Jeunesse. Ouyang learned much later than an online account had been “created” by  
3 upper lines of Jeunesse, that bore her name, which was created without her authority  
4 or knowledge. Jeunesse illegally establishes electronic accounts for many  
5 immigrants and foreign nationals. Because Ouyang did not agree to the terms of  
6 service that at some times in Jeunesse’ history have contained an arbitration  
7 provision, Ouyang is not bound by any arbitration provision in any terms of service.

8 70. As for Plaintiff Hogue, buried in the back of the Jeunesse Global  
9 Policies and Procedures, there is an arbitration provision.

10 71. Plaintiff Hogue did not knowingly assent to the terms and conditions  
11 because the design of Jeunesse’s website does not give the distributor proper inquiry  
12 notice of those terms. Because Hogue was not given notice, and did not assent to  
13 the terms and conditions, Plaintiff Hogue is not required to submit to arbitration.  
14 The arbitration provision is provided on a “take-it-or-leave-it” basis with no  
15 opportunity for negotiation and is therefore a contract of adhesion. The prospective  
16 distributor received no explanation of the arbitration provision and would not have  
17 been permitted to become a distributor unless they signed the Agreement that  
18 contains the offending, and unenforceable arbitration provision. The design and  
19 content of the website and the agreement’s webpage are unclear, opaque, and did  
20 not put Hogue on notice.

21 72. In the alternative, exceptions to the FAA preclude the enforcement of  
22 the arbitration provision against Hogue, including based on the claims Plaintiffs  
23 assert under the Endless Chain Act, pursuant to RICO, and the California Private  
24 Attorney General Act (“PAGA”).

25 73. In the alternative, the arbitration provision is illusory because Jeunesse  
26 is seeking to reserve a plethora of rights in the arbitration provision to retain the  
27 right to bring lawsuits in Court against distributors, but in an illusory fashion,  
28 attempting to foreclose the rights of distributors.

1           74. In the alternative, the arbitration provision in the terms of service is  
 2 unenforceable because it is part of an integrated sequence of enrollment documents,  
 3 some of which have been disavowed by Jeunesse in other proceedings under penalty  
 4 of perjury, and thus persons have been constructively put on notice of their lack of  
 5 enforceability.

6           75. In the alternative, the arbitration provision is unconscionable. As a  
 7 result of the unequal bargaining positions, the overall harshness of the adhesive  
 8 arbitration provision, Jeunesse's arbitration provision is procedurally  
 9 unconscionable.

10          76. The Jeunesse Policies and Procedures that Jeunesse claims applies to  
 11 Hogue provides as follows:

12   11.6 Arbitration

13 All disputes and claims related to Jeunesse®, the Agreement, or its products, the  
 14 rights and obligations of a distributor of Jeunesse®, or any claims or causes of  
 15 actions relating to the performance of either a distributor or any Jeunesse® under the  
 16 Agreement, and/or a distributor's purchase of product(s) shall be settled totally and  
 17 finally by arbitration in Altamonte Springs, Florida, or such other location as  
 18 Jeunesse® prescribes, in accordance with the Federal Arbitration Act and the  
 19 Commercial Arbitration Rules of the American Arbitration Association. There shall  
 20 be (1) arbitrator, an attorney by law, who shall have expertise in business law  
 21 transactions, with preference being an attorney knowledgeable in the direct selling  
 22 industry, selected from a panel, which the American Arbitration Association  
 23 approves. Each party to the arbitration shall be responsible for its own costs and  
 24 expenses of arbitration, including legal and filing fees. If a distributor files a claim  
 25 or counterclaim against Jeunesse®, a distributor shall do so on an individual basis  
 26 and not with any other distributor or as part of a class action. The decision of the  
 27 arbitrator shall be final and binding on the parties and may, if necessary, be reduced  
 28 to a judgment in any court of competent jurisdiction. This agreement for arbitration

1 shall survive any termination or expiration of the Distributor Agreement.  
 2 Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes  
 3 relating to the ownership, validity or registration or any mark of other intellectual  
 4 property or proprietary or confidential information of Jeunesse®, without Jeunesse'  
 5 s written consent. Jeunesse® may seek any applicable remedy in any applicable  
 6 forum with respect to these disputes and with respect to money owing to Jeunesse®.  
 7 In addition to monetary damages, Jeunesse® may obtain injunctive relief against a  
 8 distributor in violation of the Agreement, and for any violation of misuse of  
 9 Jeunesse' s trademark, copyright or confidential information policies. Nothing in  
 10 this rule shall prevent Jeunesse® from terminating the Distributor Agreement or  
 11 from applying to and obtaining from any court having jurisdiction a writ of  
 12 attachment, a temporary injunction, preliminary injunction and/or other injunctive  
 13 or emergency relief available to safeguard and protect Jeunesse' s interests prior to  
 14 filing of, or during or following any arbitration or other proceeding or pending the  
 15 handing down of a decision or award in connection with any arbitration or other  
 16 proceeding. Nothing contained herein shall be deemed to give the arbitrator any  
 17 authority, power, or right to alter, change, amend, modify, add to, or to subtract  
 18 from any of the provisions of the Policies and Procedures, Rewards Plan, or the  
 19 Distributor Agreement. The existence of any claim or cause of action by a  
 20 distributor against Jeunesse®, whether predicated on the Distributor Agreement or  
 21 otherwise, shall not constitute a defense to Jeunesse® enforcement of the covenants  
 22 and agreements contained in the Distributor Agreement. See Policies and  
 23 Procedures (Ex. D) § 11.6 (the "Arbitration Provision").

24 77. The Arbitration Provision (apparently in effect when Hogue joined  
 25 Jeunesse) is unenforceable for at least three independent reasons: (1) it is an illusory  
 26 provision that Jeunesse has the power to modify at any time without notice; (2) it is  
 27 also substantively unconscionable in that it lacks mutuality, and (3) it is  
 28 procedurally unconscionable because it is foisted upon distributors without any

1 opportunity to bargain, negotiate, or even be informed of the significance of the  
2 provision, and it purports to deny rights guaranteed by statute.

3       78. The Arbitration Provision is illusory because the Policies and  
4 Procedures grant Jeunesse the power to unilaterally modify the Arbitration  
5 Provision, at any time, and without prior notice, thereby rendering the provision  
6 illusory, lacking in consideration and therefore unenforceable.

7       79. Specifically, the Policies And Procedures provide:  
8 Jeunesse, at its discretion, reserves the right to amend the Policies and Procedures as  
9 set forth therein, its distributor or suggested retail prices, product availability and  
10 formulations, and Rewards Plan, as it deems appropriate without prior notice. See  
11 Policy and Procedures (Ex. D), § 11.2. Jeunesse's unilateral right to modify the  
12 Arbitration Provision renders the provision illusory and unenforceable.

13       80. The Arbitration Provision is also unenforceable because it requires that  
14 distributors waive their right to a jury trial and access to the courts, but expressly  
15 reserves the right for Jeunesse to have access to the courts to seek any remedy:  
16 Nothing in this rule shall prevent Jeunesse ... from applying to and obtaining from  
17 any court having jurisdiction a writ of attachment, a temporary injunction,  
18 preliminary injunction and/or other injunctive or emergency relief available to  
19 safeguard and protect Jeunesse's interests prior to the filing of or during or  
20 following any arbitration or other proceeding or pending the handing down of a  
21 decision or award in connection with any arbitration or other proceeding. See Policy  
22 and Procedures (Ex. D), § 11.6. On the one hand, Jeunesse may have access to any  
23 and all courts in the United States to seek any remedy, either at law or equity, before  
24 a judge or an arbitrator; Jeunesse's distributors, on the other hand, are precluded  
25 from accessing any Court or remedy other than through arbitration before the  
26 American Arbitration Association; this demonstrates the lack of mutuality in the  
27 Arbitration Provision.

1           81. Further, Jeunesse’s Arbitration Provision purports to restrict a  
2 distributor’s right to bring a class action. This class-action restriction further renders  
3 the arbitration provision substantively unconscionable, as it purports to deny  
4 distributors a statutory right.

5           82. Because Jeunesse’s Arbitration Provision is unconscionable, lacks  
6 mutuality, and/or lacks consideration, the claims of Plaintiffs and the Class are not  
7 subject to arbitration and this action is properly before this Court. Jeunesse cannot  
8 solicit and fraudulently induce victims in California for its illegal pyramid scheme  
9 and racketeering enterprise, and evade redress for its violations under Federal and  
10 California law by seeking to invoke this patently unconscionable, illusory, and  
11 unenforceable Arbitration Provision.

12           83. As explained herein, Jeunesse, through its actions and omissions,  
13 intended to, and did, conceal from Plaintiffs and other distributors in the class  
14 during the relevant period material facts and information relating to Jeunesse’s  
15 endless chain scheme and its deceptive earnings claims. Plaintiffs did not discover,  
16 nor had they reason to discover, the information necessary for the causes of action  
17 set forth in this Complaint.

18           84. Jeunesse’s acts and omissions constitute a “continuing violation” such  
19 that any limitations period for Plaintiffs’ claims did not begin to accrue until the date  
20 of the last wrong or injury that is the subject of this action.

21 **VII. CLASS ACTION ALLEGATIONS**

22           85. Plaintiffs bring this action as a class action under Federal Rule of Civil  
23 Procedure 23.

24           86. Plaintiffs seek to certify a class pursuant to Fed. R. Civ. Proc. 23(a),  
25 23(b), 23(c)(4), and 23(c)(5), if necessary.

26           87. Plaintiffs seek to represent a nationwide class defined as follows: “All  
27 persons who were Jeunesse distributors in the United States from April 2007 until  
28 the present.” (“Class Period”).



1           88. Plaintiffs seek to represent a subclass as follows: “All persons who  
2 were Jeunesse distributors in the State of California from April 2007 until the  
3 present.” Upon information and belief, California has more distributors in the State  
4 of California than any other State.

5           89. Excluded from the class are the Defendants, family members, this  
6 Court, and any Diamond Distributor.

7           90. Subject to confirmation, clarification and/or modification based on  
8 discovery to be conducted in this action, Plaintiffs seek to represent a subclass of  
9 individuals who signed up to Jeunesse who are deemed to have received pre-  
10 September 2015 Representation of Compensation under the Income Disclosures  
11 (“Pre-September 2015 Compensation Subclass”) - “All persons who were Jeunesse  
12 distributors in the United States from April 2009 to September 2015 and who  
13 received a Pre-September 2015 Compensation Subclass.

14           91. Subject to confirmation, clarification and/or modification based on  
15 discovery to be conducted in this action, Plaintiffs seek to represent a subclass of  
16 individuals who paid “Packaging and Handling” and/or Shipping charges (the  
17 “Packaging & Handling and FedEx Freight Subclass”) defined as follows: “All  
18 persons who were Jeunesse distributors in the United States from April 2009 to  
19 December 28, 2016 and who paid ‘Packaging and Handling’ and Shipping charges  
20 before December 28, 2016.”

21           92. Plaintiffs seek to pursue a private attorney general action for injunctive  
22 relief for themselves and all members of the class who agreed to a choice of law,  
23 and they satisfy the standing and class action requirements.

24           93. While the exact number of members in the Class and Subclasses are  
25 unknown to Plaintiffs at this time and can only be determined by appropriate  
26 discovery, membership in the class and subclasses is ascertainable based upon the  
27 records maintained by Defendant. It is estimated that the members of the Class are  
28 greater than 500,000 and each subclass easily number in the hundreds of thousands.

1           94. Therefore, the Class and Subclasses are so numerous that individual  
2 joinder of all Class and Subclass members is impracticable under Fed. R. Civ. P.  
3 23(a)(1).

4           95. There are questions of law and/or fact common to the class and  
5 subclasses, including but not limited to:

- 6           a. Whether Jeunesse is operating an endless chain;
- 7           b. Whether distributors paid money to Jeunesse for (1) the right to  
8 sell a product and (2) the right to receive, in return for recruiting others, rewards  
9 which were unrelated to the sale of the product to retail consumers;
- 10           c. Whether Jeunesse's rules apply to Section 327 claims;
- 11           d. If the Jeunesse rules do apply, are Jeunesse's rules effective;
- 12           e. If the Jeunesse rules do apply, and Jeunesse's rules are effective,  
13 did Jeunesse enforce those rules;
- 14           f. Whether Jeunesse omitted to inform the Plaintiffs and the  
15 plaintiff class that they were entering into an illegal scheme where an overwhelming  
16 number of participants lose money;
- 17           g. Whether Jeunesse's statements of compensation and Income  
18 Disclosures during the Class Period were deceptive and misleading;
- 19           h. Whether Jeunesse overcharged for shipping;
- 20           i. Whether Jeunesse's conduct constitutes an unlawful, unfair  
21 and/or deceptive trade practice under California state law;
- 22           j. Whether Jeunesse's conduct constitutes unfair competition under  
23 California state law; and
- 24           k. Whether Jeunesse's conduct constitutes false advertising under  
25 California state law and

26           96. These and other questions of law and/or fact are common to the class  
27 and subclasses and predominate over any question affecting only individual class  
28 members.

1            97. Plaintiffs' claims are typical of the claims of the class and subclasses in  
 2 that Plaintiffs were distributors for Defendant Jeunesse and lost money because of  
 3 the illegal scheme, and each received false financial disclosures.

4            98. Plaintiffs will fairly and adequately represent the interests of the class  
 5 and subclasses. Plaintiffs' claims are typical of those of the class and subclasses.

6            99. Plaintiffs' interests are fully aligned with those of the class and  
 7 subclasses. And Plaintiffs have retained counsel experienced and skilled in complex  
 8 class action litigation.

9            100. Class action treatment is superior to the alternatives for the fair and  
 10 efficient adjudication of the controversy alleged, because such treatment will allow  
 11 many similarly-situated persons to pursue their common claims in a single forum  
 12 simultaneously, efficiently and without unnecessary duplication of evidence, effort,  
 13 and expense that numerous individual actions would engender.

14            101. Plaintiffs know of no difficulty likely to be encountered in the  
 15 management that would preclude its maintenance as a class action.

## 16 17 **VIII. CAUSES OF ACTION**

### 18 **FIRST CLAIM FOR RELIEF**

#### 19 **ENDLESS CHAIN SCHEME; California Penal Code §327 and Section** 20 **1689.2 of the California Civil Code**

21 (Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all  
 22 Classes against all Defendants, including DOES 1 through 100)

23            102. Plaintiffs reallege all allegations, and incorporates previous allegations  
 24 by reference.

25            103. Section 1689.2 of the California Civil Code provides:

26  
 27 A participant in an endless chain scheme, as defined in Section 327 of  
 28 the Penal Code, may rescind the contract upon which the scheme is  
 based, and may recover all consideration paid pursuant to the scheme,

1 less any amounts paid or consideration provided to the participant  
2 pursuant to the scheme.

3 104. Jeunesse is operating an endless chain scheme because its business  
4 activity and conduct constitute a scheme for the disposal or distribution of property,  
5 whereby a participant pays a valuable consideration for the chance to receive  
6 compensation for introducing one or more additional persons into participation in  
7 the scheme or for the change to receive compensation when a person introduced by  
8 the participant introduces a new participant.

9 105. Jeunesse, the Defendants, those receiving secret compensation plans,  
10 diamond distributors, double diamond distributors, triple diamond distributors,  
11 presidential diamond distributors and all of the cohorts of the foregoing, are part of  
12 the “scheme.”

13 106. Plaintiffs and the class have suffered an injury in fact and have lost  
14 money or property because of Jeunesse’s operation of an endless chain, business  
15 acts, omissions, and practices.

16 107. Plaintiffs and the class are entitled to:

- 17 a. rescind the contract upon which the scheme is based and recover  
18 all consideration paid under the scheme, less any amounts paid or consideration  
19 provided to the participant under the scheme;
- 20 b. restitution, compensatory and consequential damages (where not  
21 inconsistent with their request for rescission or restitution); and
- 22 c. attorneys’ fees, costs, pre- and post-judgment interest.

## 23 **SECOND CLAIM FOR RELIEF**

24 **Unfair and Deceptive Practices Claims Under Cal. Bus. & Prof. Code § 17200,**  
25 ***et seq.***

26 (Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all  
27 Classes against all Defendants, including DOES 1 through 100)  
28

1 108. Plaintiffs reallege all allegations, and incorporate previous allegations  
2 by reference.

3 109. All claims brought under this Second Cause of action that refer or  
4 relate to the unlawful, fraudulent or unfair “endless chain” of Defendants are  
5 brought on behalf of Plaintiffs and the Class.

6 110. All claims brought under this Second Cause of Action that refer or  
7 relate to the unlawful, fraudulent or unfair the statements, the touted Jeunesse  
8 “business opportunity” are brought on behalf of Plaintiffs and the Subclasses.

9 111. Jeunesse has engaged in constant and continuous unlawful, fraudulent  
10 and unfair business acts or practices, and unfair, deceptive, false and misleading  
11 advertising within the meaning of the California Business and Professions Code §  
12 17200, et seq. The acts or practices alleged constitute a pattern of behavior, pursued  
13 as a wrongful business practice that has victimized and continues to victimize  
14 thousands of consumers. The Jeunesse sales and marketing plan is unlawful.

15 112. Under California Business and Professions Code § 17200, an  
16 “unlawful” business practice is one that violates California law.

17 113. Jeunesse’s business practices are unlawful under § 17200 because they  
18 constitute an illegal “endless chain” as defined under, and prohibited by, California  
19 Penal Code § 327.

20 114. Jeunesse utilizes its illegal “endless chain” with the intent, directly or  
21 indirectly, to dispose of property in Jeunesse products and to convince distributors  
22 to recruit others to do the same.

23 115. Jeunesse’s business practices are unlawful §17200 because they violate  
24 §17500 *et seq.*, as alleged in the Third Cause of Action.

25 116. Jeunesse’s business practices are unlawful under §17200 because  
26 Jeunesse was not complying with China’s direct selling and anti-pyramid selling  
27 regulations. In fact, quite the opposite - Defendants were permitting the  
28 establishment of downlines in China in direct violation of China’s rules prohibiting

1 multi-level marketing. Moreover, Defendants knowingly failed to put in place a  
2 system of internal controls that would have ensured that new sales representatives  
3 and direct sellers were trained in a way that complied with Chinese law. The  
4 training that did exist was lax and inconsistent and not at all enforced – another  
5 violation of China’s regulations on direct selling. Jeunesse also violates the customs  
6 and tariff laws of China by having goods shipped to China for sale *without* paying  
7 customs and tariffs.

8 117. Jeunesse’s business practices are unlawful under §17200 because it  
9 illegally operated at the Los Angeles County State Fair in at least 2016 (and  
10 thereafter), because it is illegal to market these services directly to consumers.

11 118. Under California Business and Professions Code § 17200, a  
12 “fraudulent” business practice is one that is likely to deceive the public.

13 119. Jeunesse’s business practices are fraudulent in four separately  
14 actionable ways: (1) Jeunesse’s illegal and deceptive “endless chain;” (2) the touted,  
15 yet non-existent, Jeunesse “business opportunity” for everyone, including but not  
16 limited to Jeunesse’s massive advertising campaign and the misleading statements  
17 of compensation; (3) the shipping fees that actually were secret profit generators  
18 untied to, and undetermined by, Defendants’ actual packaging and handling related  
19 costs; (4) Jeunesse’s illegal operation between California consumers and Chinese  
20 Nationals over international lines in violation of Federal Laws including the Wire  
21 Act, and in violation of Chinese law.

22 120. First, as detailed herein, Defendants promoted participation in the  
23 Jeunesse endless chain, which has a compensation program based on payments to  
24 participants for the purchase of product by participants, not the retail sale of  
25 products or services.

26 121. Jeunesse has made numerous misleading representations about the  
27 business opportunity of Jeunesse and the income that a recruit or a distributor can  
28 realize by becoming a distributor and participating in the scheme.

122. Jeunesse knew, or should have known, that the representations about the business opportunity of Jeunesse were misleading in nature.

123. As a direct result of Jeunesse's fraudulent representations and omissions regarding the Jeunesse endless chain described herein, Jeunesse wrongly acquired money from Plaintiffs and the members of the classes.

124. Second, Jeunesse touted, in numerous different ways as part of a massive advertising campaign, a "business opportunity," which Jeunesse also repeatedly and in many ways represented, among other things, as being "for everyone" and allowing "full time" or "part time" opportunities.

125. The massive advertising campaign included among other things, the website, emails, websites, presentations by Jeunesse, training, word of mouth among distributors, television, radio, and events.

126. As part of this campaign and a further inducement to potential distributors, Jeunesse made and disseminated statements of compensation that further misled the public, among other things: (1) by using cryptic and technical terms known to Jeunesse but not to the general public or to those exploring the claimed "business opportunity," (2) by highlighting the "winners," i.e., those that received compensation from Jeunesse, and the average gross compensation paid by Jeunesse to those winners, (3) by failing to disclose the actual number of "winners" as compared to the number of distributors who received no compensation from Jeunesse (i.e., the "losers"); and (4) by downplaying and omitting the risks and costs involved in starting an Jeunesse distributorship and succeeding in such a distributorship.

127. In reality, the touted "business opportunity" was only for a select few, and those that were recruited specially. And these numbers did not include expenses incurred by distributors in the operation or promotion of their businesses, meaning there were likely more net losers who made no profit at all.



1           128. Jeunesse knew, or should have known, that the selective information  
2 presented to distributors in the compensation package, the Income Disclosures, and  
3 its massive adverting campaign during that time frame touting its purported  
4 “business opportunity” was likely to mislead the public and did in fact mislead the  
5 public into believing there was a legitimate “business opportunity” in which  
6 distributors, or a large portion of them, could make money in either a full or part  
7 time capacity. In fact, however, there was no such “business opportunity,” except  
8 for a very select few.

9           129. As a direct result of Jeunesse’s fraudulent representations and  
10 omissions regarding the Statement and the massive adverting campaign during that  
11 time frame and thereafter touting Jeunesse’s purported “business opportunity”  
12 described herein, Jeunesse wrongly acquired money from Plaintiffs and the  
13 members of the Class/subclasses.

14           130. Plaintiffs and the class purchased Jeunesse products and were charged a  
15 significant flat shipping fee.

16           131. Plaintiff is informed and believes that Jeunesse’s actual shipping costs  
17 are far lower than the revenues that Jeunesse received from its packaging and  
18 handling fees and thus, that these fees were secret profit generators as opposed to  
19 specific fees tied to, or at least set in relation to, specific costs, as represented.

20           132. Jeunesse knew, or should have known, that the misrepresentations and  
21 omissions about the handling fees were likely to mislead the public and its  
22 distributors.

23           133. As a direct result of Jeunesse’s fraudulent representations and  
24 omissions regarding the purported handling fees described herein, Jeunesse wrongly  
25 acquired money from Plaintiffs and the members of the classes.

26           134. The named Plaintiffs have standing to bring these § 17200 claims under  
27 the fraudulent prong and can demonstrate actual reliance on the alleged fraudulent  
28 conduct.

1           135. There were other representations made to distributors as part of the  
2 massive advertising campaign regarding the claimed “business opportunity,” on  
3 which Plaintiffs or some of them, reasonably believed the representations they could  
4 succeed in the “business opportunity,” did not return the refund, purchased Jeunesse  
5 products and did not immediately return them, signed up as Jeunesse distributors,  
6 and attempted to and recruited others to do the same. These other representations  
7 include, but are not limited to the following:

8           a. Emails from Jeunesse that promoted Jeunesse and contained  
9 material false representations regarding the success that a distributor could achieve  
10 through Jeunesse by purchasing products and recruiting others to do the same.

11           b. Websites, such as Jeunesse’s own website, which promoted the  
12 fraudulent scheme through videos of Diamond distributors containing material false  
13 representations regarding the “business opportunity” available to distributors and the  
14 wealth that a distributor could get by agreeing to become an Jeunesse distributor.

15           c. Presentations by Jeunesse distributors which contained material  
16 false representations regarding the “business opportunity” and the success that a  
17 distributor could get through Jeunesse by purchasing products and recruiting others  
18 to do the same.

19           d. Presentations by Jeunesse, including the presentations described  
20 in this complaint, which contained material false representations regarding the  
21 “business opportunity” and the success that a distributor could get through Jeunesse  
22 by purchasing products and recruiting others to do the same.

23           e. Training and events, such as the Extravaganza as described in  
24 this complaint, where Jeunesse distributors made material false representations  
25 regarding the “business opportunity” and the success that a distributor could get  
26 through Jeunesse by purchasing products and recruiting others to do the same.

27           136. To the extent proof of reliance is required of Plaintiffs, Jeunesse and  
28 the Diamond Distributors knew that Plaintiffs and the class would reasonably rely

1 on their representations and omissions, which would cause the Plaintiffs and the  
2 class joining the fraudulent endless chain scheme and purchasing the products, and  
3 Plaintiffs did in fact reasonably rely upon such representations and omissions.

4 137. Indeed, had Plaintiffs and the class known that Jeunesse and its  
5 Diamond Distributors were promoting an endless chain, they would not have  
6 become Jeunesse distributors in the first place and, if learned after becoming a  
7 distributor, they would not have purchased Jeunesse products thereafter.

8 138. Had Plaintiffs and the class known that Jeunesse was promoting a  
9 “business opportunity” that did not exist except for a select few, they would not  
10 have become Jeunesse distributors in the first place and, if learned after becoming a  
11 distributor, they would not have purchased Jeunesse products thereafter.

12 139. Finally, the fraudulent acts, representations and omissions described  
13 herein were material not only to Plaintiffs and the class (as described in this  
14 complaint), but also to reasonable persons. For instance, regarding the alleged  
15 “business opportunity” and representations in, and omissions from, the Income  
16 Disclosures (and prior disclosures thereto), and on information and belief, a large  
17 percentage of individuals who signed up as Jeunesse distributors during this time  
18 frame expected that they could and would receive annual compensation at the  
19 approximate level of the “average earnings compensation,” in total, disclosed in the  
20 Statements of Average Gross Compensation. Unfortunately, no such large  
21 percentage actually could or did earn such an amount.

22 140. Under California Business and Professions Code § 17200, a business  
23 practice is “unfair” if it violates established public policy or if it is immoral,  
24 unethical, oppressive or unscrupulous and causes injury which outweighs its  
25 benefits.

26 141. For the reasons set forth herein and above, Jeunesse’s promotion and  
27 operation of an unlawful and fraudulent endless chain, and its fraudulent  
28 representations and omissions regarding its purported “business opportunity,” are

1 also unethical, oppressive, and unscrupulous in that Jeunesse is and has been duping  
2 Plaintiffs and the class out of billions, or at least hundreds of millions, of dollars.

3 142. Jeunesse's actions have few, if any, benefits. Thus, the injury caused to  
4 Plaintiffs and the class easily and dramatically outweighs the benefits, if any.

5 143. Defendants should be made to disgorge all ill-gotten gains and return to  
6 Plaintiffs and the class all wrongfully taken amounts.

7 144. Finally, Defendants' unlawful, fraudulent and unfair acts and omissions  
8 will not be completely and finally stopped without orders of an injunctive nature.  
9 Under California Business and Professions Code section 17203, Plaintiffs and the  
10 class seek a judicial order of an equitable nature against all Defendants, including,  
11 but not limited to, an order declaring such practices as complained of to be unlawful,  
12 fraudulent and unfair, and enjoining them from further undertaking any of the  
13 unlawful, fraudulent and unfair acts or omissions described herein.

### 14 **THIRD CLAIM FOR RELIEF**

#### 15 **False Advertising**

16 (California Business and Professions Code § 17500, et seq.)

17 (Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all  
18 Classes against all Defendants, including DOES 1 through 100)

19 145. Plaintiffs reallege all allegations, and incorporate previous allegations  
20 by reference.

21 146. All claims brought under this Third Claim for Relief that refer or relate  
22 to the false, untrue, fraudulent or misleading endless chain of Defendants are  
23 brought on behalf of Plaintiffs and the Class.

24 147. All claims brought under this Third Cause of Action that refer or relate  
25 to the false, untrue, fraudulent or misleading Income Disclosures of Average Gross  
26 Compensation and the touted Jeunesse "business opportunity" are brought on behalf  
27 of Plaintiffs and the sub-class.  
28

1           148. All claims brought under this Third Claim for Relief that refer or relate  
2 to the false, untrue, fraudulent or misleading “Packaging and Handling” or FedEx  
3 freight fees are brought on behalf of Plaintiffs and the Packaging & Handling and  
4 FedEx Freight Subclass.

5           149. Defendants’ business acts, false advertisements and materially  
6 misleading omissions constitute false advertising, in violation of the California  
7 Business and Professions Code § 17500, *et seq.*

8           150. The products and packaging also contained false advertising, and in  
9 fact, the products were a sham.

10           151. Defendants engaged in false, unfair and misleading business practices,  
11 consisting of false advertising and materially misleading omissions regarding the  
12 purported “business opportunity,” likely to deceive the public and include, but are  
13 not limited to, the items set forth above. Jeunesse knew, or should have known, that  
14 the representations about the business opportunity of Jeunesse were misleading in  
15 nature.

16           152. Because of Defendants’ untrue and/or misleading representations,  
17 Defendants wrongfully acquired money from Plaintiffs and the class members to  
18 which they was not entitled. The Court should order Defendants to disgorge, for the  
19 benefit of Plaintiffs and all other Jeunesse distributors in the class who signed an  
20 agreement with Jeunesse governed by California law their profits and compensation  
21 and/or make restitution to Plaintiffs and the class.

22           153. Under California Business and Professions Code § 17535, Plaintiffs  
23 and the class seek a judicial order directing Defendants to cease and desist all false  
24 advertising related to the Defendants’ illegal endless chain scheme, and “Packaging  
25 and Handling” fee, and such other injunctive relief as the Court finds just and  
26 appropriate.

27           154. Because of Defendants’ untrue and/or misleading representations,  
28 Defendants wrongfully acquired money from Plaintiffs and the class members to

1 which it was not entitled. The Court should order Defendants to disgorge, for the  
 2 benefit of Plaintiffs and all other Jeunesse distributors in the class who signed a  
 3 Distributor Agreement with Jeunesse governed by California law their profits and  
 4 compensation and/or make restitution to Plaintiffs and the class.

5 155. Under California Business and Professions Code Section 17535,  
 6 Plaintiffs and the class seek a judicial order directing Defendants to cease and desist  
 7 from all false advertising related to the Defendants' illegal e scheme, shipping  
 8 charges, false claims regarding the Defendants' products' efficacy, and such other  
 9 injunctive relief as the Court finds just and appropriate.

#### 10 **FOURTH CLAIM FOR RELIEF**

#### 11 **(RICO 18 U.S.C. § 1962(a))**

12 (Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all  
 13 Classes against all Defendants, including DOES 1 through 100)

14 156. Plaintiff reallege the previous allegations.

15 157. Jeunesse, Defendants, and others willfully and intentionally violated  
 16 and continue to violate RICO and California law with the goal of obtaining money,  
 17 directly and indirectly, through a pattern of racketeering activities in violation of the  
 18 mail and wire fraud statutes, 18 U.S.C. §§ 1341 and 1343, 18 U.S.C. 1962(a), and  
 19 California Penal Code §327.

20 158. Each of the Defendants are engaged in activities federal interstate and  
 21 foreign commerce and are entities capable of holding a legal or beneficial interest in  
 22 property. All Defendants "persons," as that term is defined by 18 U.S.C. §1961(3).

23 159. The Defendants together make up the "Jeunesse Enterprise" as an  
 24 association of entities and individuals associated in fact to operate an illegal pyramid  
 25 scheme. The Jeunesse Enterprise is not a legal entity within the meaning of  
 26 "enterprise" as defined in 18 U.S.C. § 1961(4). The Defendants have been members  
 27 of the Jeunesse Enterprise from at least April 2009 and continuing until the present.  
 28 Jeunesse and the Diamond Distributors are separate entities from the Jeunesse

Enterprise and play separate and distinct roles in the operation of the Jeunesse Enterprise.

a. Jeunesse is the founder, architect, and beneficiary of the Jeunesse Pyramid. Through interstate wire and mails, emails faxes, (wechat communications in which a Tianjin daily newspaper reported that such advertising by Jeunesse through WeChat was deemed illegal on December 6, 2016) and the internet, it coordinates the Jeunesse Enterprise, a worldwide scheme. It also pays and awards the commissions, bonuses, and other incentives to the Defendants and others.

b. Jeunesse employs the Defendant to coordinate operations of the Jeunesse Pyramid in the countries in which Jeunesse operates, including determining and coordinating points, bonuses, and other incentives.

c. Jeunesse employs the other defendants as its operational arm of the Jeunesse Enterprise in the U.S. Jeunesse employs the other defendants to conduct racketeering activities in the U.S.

d. Jeunesse employs the remainder of the Defendants to induce new recruits into the Jeunesse Pyramid, to induce distributors to purchase Jeunesse product, and to induce distributors to recruit additional distributors into the Jeunesse Pyramid. The Remaining Defendants also have an agreement with Jeunesse mandating that Jeunesse will not reform its fraudulent marketing plan without their consent.

160. From at least April 2009 and continuing until the present, within the County of Los Angeles, and elsewhere, Jeunesse in association with the other defendants, did knowingly, willfully and unlawfully conduct and participate, directly and indirectly, in the conduct of the affairs of the Jeunesse Enterprise through a pattern of racketeering activity.

161. From at least April 2009 and continuing until the present, Jeunesse with each other and the remaining defendants, executed a *per se* scheme to defraud through a pattern of racketeering made up of distinct acts of mail and wire fraud



1 under 18 U.S.C. §§ 1341 and 1343. The Jeunesse Enterprise engaged in and affected  
2 interstate and foreign trade. The Jeunesse Enterprise transacts business through the  
3 instrumentalities of interstate commerce such as telephones, facsimile machines, the  
4 internet, email, and the United States mail and interstate commercial carrier to  
5 communicate in furtherance of the activities of the Jeunesse Enterprise.

6 162. The Jeunesse Enterprise advertises, markets, and sells products and  
7 services throughout the United States. The operation of the enterprise continued  
8 over several years, including activities in every state, and has affected and damaged,  
9 and continues to affect and damage, commercial activity.

10 163. To further the goals of the Jeunesse Enterprise, which were to (1) earn  
11 money through fraudulent means, (2) entice individuals to become Jeunesse  
12 distributors, (3) entice individuals to purchase products from Jeunesse, (4) entice  
13 individuals to recruit others to become Jeunesse distributors and profit off those  
14 recruits' purchases of Jeunesse products, and (5) reap large profits for themselves  
15 based on false representations, Jeunesse and the remaining defendants engaged in  
16 various forms of illegal activity, including (a) mail fraud, (b) wire fraud, and (c)  
17 conspiracy.

18 164. The pattern of racketeering activity alleged is distinct from the Jeunesse  
19 Enterprise. Each act of racketeering activity is distinct from the Jeunesse Enterprise  
20 in that each is a separate offense committed by an entity or individual while the  
21 Jeunesse Enterprise is an association of entities and individuals. The Jeunesse  
22 Enterprise has an ongoing structure and/or organization supported by personnel  
23 and/or associates with continuing functions or duties.

24 165. The racketeering acts set out above and below, and others, all had the  
25 same pattern and similar purpose of defrauding Plaintiffs and the class for the  
26 benefit of the Jeunesse Enterprise and its members. Each racketeering act was  
27 related, had a similar purpose, involved the same or similar participants and methods  
28 of commission and had similar results affecting Plaintiffs and the class. The

1 racketeering acts of mail and wire fraud were also related to each other in that they  
2 were part of the Jeunesse Enterprise's goal to fraudulently induce Plaintiffs and the  
3 class to join the illegal scheme, purchase products, and recruit others to join the  
4 scheme.

5 166. Jeunesse and other Defendants' wrongful conduct has been and remains  
6 part of Jeunesse Enterprise's ongoing way of doing business and constitutes a  
7 continuing threat to the property of Plaintiffs and the class. Without the repeated  
8 acts of mail and wire fraud, the Jeunesse Enterprise's fraudulent scheme would not  
9 have succeeded.

10 167. Revenue gained from the pattern of racketeering activity, which  
11 constitutes a significant portion of the total income of Jeunesse and the Diamond  
12 Distributors, was reinvested in the operations of the Jeunesse Enterprise for the  
13 following purposes: (a) to expand the operations of the Jeunesse Enterprise through  
14 additional false and misleading advertising and promotional materials aimed at  
15 recruiting new distributors; (b) to facilitate the execution of the illegal scheme; and  
16 (c) to convince current distributors to recruit new distributors, and purchase  
17 Jeunesse products.

18 168. Plaintiffs and the class were injured by the reinvestment of the  
19 racketeering income into the Jeunesse Enterprise because they invested billions of  
20 dollars of their own money through their purchasing of products, promotional  
21 materials, and Jeunesse products, all of which were packaged and shipped at inflated  
22 charges.

23 169. In connection with promoting and executing their illegal scheme,  
24 members of the Jeunesse Enterprise knowingly and recklessly placed and caused to  
25 be placed in the United States mail or by interstate commercial carrier, or took or  
26 received therefrom, matters or things to be sent to or delivered by the United States  
27 mail or by interstate commercial carrier comprising, among other things product,  
28 invoices, letters, promotional materials, brochures, products and checks to Plaintiffs

1 and the class and received communications between and among themselves through  
2 the United States mail, in all fifty states and the District of Columbia. It was  
3 reasonably foreseeable that these mailings or receipts would take place in  
4 furtherance of the fraudulent scheme.

5 170. In connection with promoting and executing their illegal scheme,  
6 members of the Jeunesse Enterprise engaged in wire fraud, in violation of 18 U.S.C.  
7 § 1343, by, among other things, knowingly and recklessly transmitting or causing to  
8 be transmitted with wire communications, in interstate and foreign trade, materials  
9 promoting the illegal Jeunesse Pyramid on internet web sites, radio, satellite radio,  
10 television, email, facsimile, telephone, and text messages, including promotional  
11 materials, registration information, product information, and invoices. Jeunesse and  
12 Diamond Distributors maintain websites on the internet where Jeunesse distributors  
13 can and do buy products and are given inducements to continue working as  
14 distributors within the Jeunesse Pyramid. Jeunesse maintains various websites  
15 hosting promotional videos featuring the Diamond Distributors promoting the  
16 unlawful scheme and other marketing materials featuring the Diamond Distributors  
17 promoting the illegal scheme. Jeunesse sent and received these interstate wire  
18 communications to and from all fifty states and the District of Columbia.

19 171. Jeunesse and the Defendants, through their current and/or former  
20 attorneys, have interfered and obstructed the prosecution of these class claims  
21 constituting a further predicate act under RICO.

22 172. Each Defendant has promoted the Jeunesse Pyramid and Jeunesse  
23 Enterprise. Each use of the mail or wire by Defendants and the Diamond  
24 Distributors done in furtherance of the Jeunesse Pyramid is an act of racketeering.

25 173. The pattern of racketeering activity through which the affairs of the  
26 Jeunesse Enterprise were conducted and in which Jeunesse and the Diamond  
27 Distributors participated consisted of the following:

28 174. Plaintiffs received through Jeunesse, online materials from Jeunesse,

1 which promoted the Jeunesse Enterprise and contained material false representations  
2 regarding the success distributors could achieve through Jeunesse by purchasing  
3 products and recruiting others to do the same. This information was sent with the  
4 purpose and intent of promoting the Jeunesse Enterprise's illegal scheme, all in  
5 violation of 18 U.S.C. § 1341.

6 175. Plaintiffs received through email, from Jeunesse that promoted the  
7 Jeunesse Enterprise and contained material false representations regarding the  
8 success that a distributor could achieve through Jeunesse by purchasing products  
9 and recruiting others to do the same. Because of his receipt of these emails the  
10 representations contained therein, Plaintiff Plaintiffs purchased Jeunesse products  
11 and tried to recruit others to do the same. Jeunesse sent those emails with the  
12 purpose and intent of promoting the Jeunesse Enterprise's illegal scheme. This  
13 violated 18 U.S.C. § 1343.

14 176. Jeunesse' and the Diamond Distributors' representations and omissions  
15 were the proximate cause of Plaintiffs and the class joining the fraudulent scheme  
16 and purchasing the products.

17 177. To the extent proof of reliance is legally required, in engaging in the  
18 aforementioned wire and mail fraud, Jeunesse and the Diamond Distributors knew  
19 that Plaintiffs and the class would reasonably rely on their representations and  
20 omissions which would cause the plaintiffs and the class joining the fraudulent  
21 pyramid scheme and purchasing the products.

22 178. Defendants and the Diamond Distributors knew that the  
23 misrepresentations and omissions described above in promoting and executing the  
24 fraudulent scheme were material because they caused Plaintiffs and the class to join  
25 and participate in the illegal scheme.

26 179. Had Plaintiffs and the class known that Jeunesse and the Diamond  
27 Distributors were promoting an illegal scheme, they would not have joined the  
28 Jeunesse Pyramid scheme.

180. Jeunesse's and the Diamond Distributors' acts of mail and wire fraud were a proximate cause of the injuries that Plaintiffs and the class suffered. Because of Jeunesse's and the Diamond Distributors' pattern of unlawful conduct, Plaintiffs and the class lost billions of dollars.

181. Under 18 U.S.C. § 1964, Plaintiffs and the class are entitled to treble their damages, plus interest, costs and attorney's fees.

### **FIFTH CLAIM FOR RELIEF**

#### **(RICO 18 U.S.C. § 1962(c))**

(Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all Classes against all Defendants, including DOES 1 through 100)

182. Plaintiffs reallege the previous allegations.

183. Jeunesse and the Diamond Distributors are associated with the Jeunesse Enterprise. In violation of 18 U.S.C. § 1962(c), Jeunesse and the Diamond Distributors conducted and/or participated in the conduct of the affairs of the Jeunesse Enterprise, including participation in activities in furtherance of the Jeunesse Defendants' fraudulent scheme, through the pattern of racketeering activity earlier alleged.

184. As a direct and proximate result of Jeunesse's and the Diamond Distributors' violation of 18 U.S.C. § 1962(c), Plaintiffs and the class were induced to, and did, become distributors in the Jeunesse Pyramid scheme and purchased billions of dollars of the Jeunesse products and recruited others to do the same. Plaintiffs and the class were injured by Jeunesse's and the Diamond Distributors' unlawful conduct. The funds used to buy Jeunesse products constitute property of Plaintiffs and the class within the meaning of 18 U.S.C. § 1964(c).

185. Under 18 U.S.C. § 1964(c), Plaintiffs and the class are entitled to treble their damages, plus interest, costs and attorney's fees.

1 **SIXTH CLAIM FOR RELIEF**

2 **(RICO 18 U.S.C. § 1962(d))**

3 (Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all  
4 Classes against all Defendants, including DOES 1 through 100)

5 186. Plaintiff realleges the previous allegations.

6 187. Jeunesse and the Diamond Distributors agreed to work together in a  
7 symbiotic relationship to carry on the illegal scheme. Under that agreement,  
8 Jeunesse and the Diamond Distributors and others conspired to violate 18 U.S.C. §  
9 1962(a) and (c), in violation of 18 U.S.C. § 1962(d).

10 188. As a direct and proximate result of Jeunesse's and the Diamond  
11 Distributors' violation of 18 U.S.C. § 1962(d), Plaintiffs and the class were injured  
12 by Jeunesse's and the Diamond Distributors' unlawful conduct. The funds used to  
13 buy Jeunesse products constitute property of Plaintiffs and the class under 18 U.S.C.  
14 § 1964(c).

15 189. Under 18 U.S.C. § 1964(c), Plaintiffs and the class are entitled to treble  
16 their damages, plus interest, costs and attorney's fees.

17 **SEVENTH CLAIM FOR RELIEF**

18 **THE PRIVATE ATTORNEYS GENERAL ACT LABOR CODE**  
19 **VIOLATIONS ARISING FROM MISCLASSIFICATION (California**  
20 **Labor Code § 2698 *et seq.*)**

21 (Plaintiffs Hogue and Ouyang On Behalf of Themselves and on Behalf of all  
22 Classes against all Defendants, including DOES 1 through 100)

23 190. Plaintiffs Hogue and Ouyang re-allege and incorporate by reference the  
24 allegations contained in the paragraphs above as if fully set forth herein.

25 191. Plaintiffs Hogue and Ouyang are each "aggrieved employees" under  
26 PAGA, as they were misclassified by Jeunesse during the applicable statutory period  
27 and suffered one or more of the Labor Code violations set forth herein. Accordingly,  
28 each of them seeks to recover on behalf of themselves and all other current and

1 former aggrieved employees of Jeunesse, the civil penalties provided by PAGA,  
 2 plus reasonable attorney's fees and costs.

3 192. Plaintiffs Hogue and Ouyang seeks to recover the PAGA civil penalties  
 4 through a representative action permitted by PAGA and the California Supreme  
 5 Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class  
 6 certification of the PAGA claims is not required, but Plaintiffs Hogue and Ouyang  
 7 may choose to seek certification of the PAGA claims.

8 193. Plaintiffs Hogue and Ouyang and all other current and former  
 9 misclassified aggrieved employees of Jeunesse who seek civil penalties pursuant to  
 10 PAGA for violations of the following Labor Code provisions:

11 a. failure to provide prompt payment of wages to representative  
 12 employees upon termination and resignation in violation of Labor Code §§ 201, 202,  
 13 203;

14 b. failure to provide itemized wage statements to representative  
 15 employees in violation of Labor Code §§ 226(a), 1174, and 1174.5;

16 c. failure to provide meal and rest periods in violation of Wage  
 17 Order No. 9 and Labor Code §§ 226.7, 512, and 558;

18 d. willfully misclassifying its representative employees in violation  
 19 of Labor Code § 226.8;

20 e. failure to provide gratuities intended for representative  
 21 employees in violation of Labor Code § 351;

22 f. failure to keep required payroll records in violation of Wage  
 23 Order No. 9 and Labor Code §§ 1174 and 1174.5;

24 g. failure to pay overtime wages in violation of Wage Order No. 9  
 25 and Labor Code §§ 510, 558, 1194 and 1198;

26 h. failure to pay minimum wages in violation of Wage Order No. 9  
 27 and Labor Code §§ 1182.12, 1194, and 1197;

28 i. failure to reimburse representative employees for all reasonably



1 necessary expenditures and losses incurred by representative employees in direct  
 2 consequence of the discharge of their duties, including but not limited to fuel,  
 3 insurance, maintenance, and toll costs, in violation of Labor Code § 2802.

4 194. With respect to violations of Labor Code § 226(a), Labor Code § 226.3  
 5 imposes a civil penalty in addition to any other penalty provided by law of two  
 6 hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one  
 7 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of  
 8 Labor Code § 226(a).

9 195. With respect to violations of Labor Code §§ 510, 512, Labor Code §  
 10 558 imposes a civil penalty in addition to any other penalty provided by law of fifty  
 11 dollars (\$50) for initial violations for each underpaid employee for each pay period  
 12 for which the employee was underpaid in addition to an amount sufficient to recover  
 13 underpaid wages, and one hundred dollars (\$100) for subsequent violations for each  
 14 underpaid employee for each pay period for which the employee was underpaid in  
 15 addition to an amount sufficient to recover underpaid wages. Moreover, Plaintiffs  
 16 Hogue and Ouyang seeks civil penalties in the amount of unpaid wages owed to  
 17 aggrieved employees pursuant to Labor Code § 558(a)(3).

18 196. With respect to violations of Labor Code § 1174, Labor Code § 1174.5  
 19 imposes a civil penalty of \$500.

20 197. Labor Code § 2699 et seq. imposes a civil penalty of one hundred  
 21 dollars (\$100) per pay period, per aggrieved employee for initial violations, and two  
 22 hundred dollars (\$200) pay period, per aggrieved employee for subsequent  
 23 violations for all Labor Code provisions for which a civil penalty is not specifically  
 24 provided, including Labor Code §§ 226.7, 226.8, 1174, 1182.12, 1194, 1197, 1198,  
 25 and 2802.

## 26 **PRAYER FOR RELIEF**

27 The named Plaintiffs and the Plaintiffs class and subclasses request the  
 28 following relief:

- a. Certification of the class and subclasses;
- b. A jury trial and judgment against Defendants;
- c. Rescission of the agreements upon which the scheme is based, and recovery of all consideration paid pursuant to the scheme, less any amounts paid or consideration provided to the participant pursuant to the scheme;
- d. Damages for the financial losses incurred by Plaintiffs and by the class and subclasses because of the Jeunesse Defendants' conduct and for injury to their business and property;
- e. Restitution and disgorgement of monies;
- f. Temporary and permanent injunctive relief enjoining Jeunesse from paying its Distributors recruiting rewards that are unrelated to retail sales to ultimate users and from further unfair, unlawful, fraudulent and/or deceptive acts;
- g. The cost of suit including reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, Civil Code §1689.2, and otherwise by law.
- h. For damages in an amount yet to be ascertained as allowed by law;
- i. injunctive relief and determination that the business must cease operation based on the fact it is an illegal pyramid scheme; and
- j. For such other damages, relief and pre- and post-judgment interest as the Court may deem just and proper.

**LINDEMANN LAW FIRM, APC**

Dated: March 24, 2017

By: 

BLAKE J. LINDEMANN, SBN 255747  
433 N. Camden Drive, 4<sup>th</sup> Floor  
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Attorneys For Plaintiffs  
ANNIE OUYANG, ALYSSIA HOGUE,  
AND THOSE SIMILARLY SITUATED

**DEMAND FOR JURY TRIAL**

Plaintiffs Annie Ouyang, Alyssia Hogue, on behalf of themselves and those similarly situated, hereby demand a jury trial on all matters so triable.

**LINDEMANN LAW FIRM, APC**

Dated: March 24, 2017

By: 

BLAKE J. LINDEMANN, SBN 255747  
433 N. Camden Drive, 4<sup>th</sup> Floor  
Beverly Hills, CA 90210  
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Attorneys For Plaintiffs  
ANNIE OUYANG, ALYSSIA HOGUE,  
AND THOSE SIMILARLY SITUATED

# Exhibit A

# LINDEMANN

## LAW FIRM

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December 14, 2016

Secretary Marty Morgenstern  
California Labor & Workforce Development Agency  
801 K Street, Suite 2101  
Sacramento, CA 95814

**Re: Private Attorneys General Act Notice Pursuant to California Labor Code § 2699**

Dear Secretary Morgenstern:

My firm represents Alyssia Hogue and Annie Ouyang in connection with their claims pursuant to the California Labor Code. Ms. Hogue provided services to Jeunesse, LLC (“Jeunesse”) from 2016 to present. Ms. Ouyang provided services to Jeunesse from 2010 to present. Hogue and Ouyang are collectively referred to hereinafter, as the “Plaintiffs” or “Claimants.” Since Jeunesse erroneously classified its representatives as independent contractors, Jeunesse has failed to comply with numerous provisions of the California Labor Code. Ms. Ouyang hereby provides notice of her intent to seek civil penalties pursuant to the Private Attorneys General Act of 2004 (California Labor Code § 2699 et seq.) for the following Labor Code violations:

**I. Summary Of Claims**

1. Jeunesse has failed to provide prompt payment of wages to representative employees upon termination and resignation in violation of Labor Code §§ 201, 202, 203;
2. Jeunesse has failed to provide semimonthly payments of wages in violation of Labor Code §§ 204 and 210;
3. Jeunesse has failed to provide conspicuous notice of regular pay days, including time and place of payment, in violation of Labor Code § 207;
4. Jeunesse has failed to provide itemized wage statements to representative employees in violation of Labor Code §§ 226(a), 1174, and 1174.5;
5. Jeunesse has failed to provide meal and rest periods in violation of Wage Order No. 9 and Labor Code §§ 226.7, 512, and 558;
6. Jeunesse has willfully misclassified its representative employees in violation of Labor Code § 226.8;
7. Jeunesse has retained portions of monies paid intended for representatives in violation of Labor Code § 351;

8. Jeunesse has failed to keep required payroll records in violation of Wage Order No. 9 and Labor Code §§ 1174 and 1174.5;
9. Jeunesse has failed to pay overtime wages in violation of Wage Order No. 9 and Labor Code §§ 510, 558, 1194, and 1198;
10. Jeunesse has failed to pay minimum wages in violation of Wage Order No. 9 and Labor Code §§ 1182.12, 1194, and 1197;
11. Jeunesse has failed to reimburse representative employees for all reasonably necessary expenditures and losses incurred by representative employees in direct consequence of the discharge of their duties, including but not limited to commissions, costs of package, travel, business expenses and other necessary items to conduct business for Jeunesse in violation of Labor Code § 2802.

## **II. Further Information Concerning Claims**

### **Unlawful Failure to Pay Overtime**

Jeunesse has failed to maintain a policy that compensates Jeunesse Representatives for all hours worked, including overtime. Specifically, Jeunesse simply does not pay its representatives. Jeunesse does not pay Jeunesse Representatives for time spent driving between appointments, seminars or for time spent completing other Jeunesse tasks. Plaintiffs and other Jeunesse Representatives have worked over eight (8) hours per day and/or forty (40) hours per week but are not paid one and one-half their regular rate of pay for overtime work.

As a result of violations of California Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Orders 5-2001 and 15-2001 for failure to pay overtime, Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

### **Unlawful Failure to Provide Unpaid Balance of Full Amount of Overtime Compensation**

As described above, Jeunesse has required Jeunesse Representatives to work hours in excess of eight hours in a day and forty in a week, but has not paid these employees overtime compensation. As a result, Jeunesse Representatives have been denied “the unpaid balance of the full amount of this . . . over time compensation” as required by California Labor Code § 1194, and Jeunesse is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

### **Unlawful Failure to Pay Minimum Wage**

Jeunesse has failed to maintain a policy that compensates Jeunesse Representatives an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Orders 5-2001 and 15-2001. All hours must be paid as the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. Jeunesse did not compensate Jeunesse Representatives for time spent between sales appointments, among other Jeunesse tasks.

Jeunesse has not paid its representatives at all. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Orders 5-2001 and 15-2001 for failure to pay minimum wage, Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

#### **Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods**

Jeunesse has failed to maintain a policy that provides Jeunesse Representatives with off-duty meal periods as required by California law. Plaintiffs and similarly situated Jeunesse Representatives regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and Wage Orders 5-2001 and 15-2001. Jeunesse failed to pay Jeunesse Representatives the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. As a result of violations of California Labor Code §§ 226.7 and 512 and Wage Orders 5-2001 and 15-2001, Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### **Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods**

Jeunesse has failed to maintain a policy that provides Jeunesse Representatives with off-duty meal periods as required by California law. The Plaintiffs and similarly situated Jeunesse Representatives regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and Wage Orders 5-2001 and 15-2001. Jeunesse failed to pay Jeunesse Representatives the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. As a result of violations of California Labor Code §§ 226.7 and 512 and Wage Orders 5-2001 and 15-2001, Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### **Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods**

Jeunesse has failed to maintain a policy that provided Jeunesse Representatives with off-duty rest periods as required by California law. Plaintiffs and similarly situated Jeunesse Representatives regularly worked in excess of four hours or major fraction thereof during work days without being provided at least a ten minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and Orders 5-2001 and 15-2001. Jeunesse failed to pay Jeunesse Representatives the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. As a result of violations of California Labor Code §§ 226.7, 512 and Wage Orders 5-2001 and 15-2001, Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

#### **Unlawful Failure to Reimburse Expenses**

Jeunesse has failed to indemnify and pay Claimants for all necessary expenditures or losses



incurred by Plaintiffs. Jeunesse did not reimburse Plaintiff for a host of expenses including without limitation travel expenses, commissions, marketing costs, materials, vehicle wear and tear, , cell phone usage, vehicle insurance, and other expenses. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge their duties. As a result of violations of California Labor Code § 2802, Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

### **Unlawful Failure to Furnish Wage Statements**

Jeunesse has violated California Labor Code § 226(a) by willfully failing to furnish its Jeunesse Representatives with accurate, itemized wage statements showing the actual hours worked on a daily basis. When Jeunesse compensated Plaintiffs and other similarly situated individuals it only provided gross pay data to Plaintiffs and other similarly situated individuals.

As a result of violations of California Labor Code § 226(a), Jeunesse is liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

### **Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked**

Jeunesse has failed to keep payroll records showing total hours worked and wages paid to employees. Under California Labor Code § 1174(d), employees must keep “payroll records showing the hours worked daily by and the wages paid to . . . employees [. . .].” Because Jeunesse did not keep accurate time records reflecting hours worked for Jeunesse Representatives, it is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.* To the extent that Jeunesse’s failure to keep accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

### **Unlawful Violation of California Labor Code § 1199**

Under California Labor Code §§ 1199(a) and (c) and 2699.5 *et seq.*, an employer who “requires or causes any employee to work for longer hours than those fixed” or “violates or refuses or neglects to comply with any provision of” the Labor Code regarding the employees’ wages, hours, and working conditions, is subject to PAGA penalties. As described above, Jeunesse has required Jeunesse Representatives to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)) and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating § 1199(b)). Accordingly, Jeunesse is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

### **Unlawful Failure to Pay All Wages Twice Each Calendar Month**

Upon information and belief, Jeunesse failed to properly compensate Jeunesse Representatives for hours in excess of eight (8) in a day and forty (4) in a week, as well as for missed meal periods. Accordingly, Jeunesse violated California Labor Code § 204(a), which requires that

employers pay “*all wages* [. . .] twice during each calendar month on days designated in advance by the employer as the regular paydays” (emphasis added). As a result, Jeunesse is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

#### **Failure to Enforce Maximum Hours of Work**

Additionally, because Jeunesse failed to enforce the maximum hours of work fixed by the Industrial Welfare Commission with respect to Jeunesse Representatives as required by California Labor Code § 1198, Jeunesse is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

#### **Unlawful Failure to Pay Wages Due Upon Termination**

Jeunesse has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to all former Jeunesse Representatives at the time employment was terminated. Jeunesse willfully failed to pay Jeunesse Representatives who are no longer employed by it all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202. Pursuant to §§ 203 and 256 of the Labor Code, Plaintiffs and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Defendant’s “willfull” failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

Additionally, because Jeunesse violated California Labor Code §§ 201, 202, and 203 of the Labor Code, Jeunesse is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

#### **Conclusion**

This is not a complete recitation of facts and claims, and all rights are reserved to supplement and/or amend this notice. Jeunesse has violated or has caused to be violated a number of California wage and hours laws. Plaintiff requests the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA’s provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that she may amend her lawsuit to include the violations discussed in this letter.

Sincerely yours,



---

Blake J. Lindemann

cc:

VIA CERTIFIED MAIL

Managing Agent  
Jeunesse, LLC  
701 International Pkwy  
Lake Mary, FL 32746

-and-

Managing Agent  
Jeunesse, LLC  
13867 S. Bangerter Pkwy  
Draper, UT 84020

-and-

CT Corporation System  
c/o Jeunesse, LLC  
818 W 7th St. #930  
Los Angeles, CA 90017

VIA FIRST CLASS MAIL

Jeffrey Jacobson  
Kelley Drye & Warren LLP  
101 Park Avenue, 31st Floor  
New York, NY 10178

# Exhibit B

# LINDEMANN

## LAW FIRM

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433 N. Camden Drive, 4<sup>th</sup> Floor • Beverly Hills, CA 90210 • 310.279.5269 • fax: 310.300.0267 • blake@lawbl.com

March 6, 2017

VIA CERTIFIED MAIL

Managing Agent  
Jeunesse, LLC  
701 International Pkwy  
Lake Mary, FL 32746

-and-

Managing Agent  
Jeunesse, LLC  
13867 S. Bangerter Pkwy  
Draper, UT 84020

-and-

CT Corporation System  
c/o Jeunesse, LLC  
818 W 7<sup>th</sup> St. #930  
Los Angeles, CA 90017

VIA FIRST CLASS MAIL

Jeffrey Jacobson  
Kelley Drye & Warren LLP  
101 Park Avenue, 31st Floor  
New York, NY 10178

**Re: Notice of Violation of the California Consumer Legal Remedies Act  
and Duty to Preserve Evidence**

Dear Managing Agent:

This letter constitutes notice under the California Consumer Legal Remedies Act, *California Civil Code* § 1750 *et seq.* (the “Act”) notifying JEUNESSE, LLC, a Florida limited liability company; JEUNESSE, INC., a Florida Corporation; KIM HUI, an individual; RANDY RAY aka OGALE RAY, an individual; WENDY R. LEWIS, an individual; JASON CARAMINS, an individual; SCOTT A. LEWIS, an individual; and DOES 1-100 of violations of the Act and of our demand that Defendants remedy such violations within thirty (30) days from your receipt of this letter.

This firm represents Alyssia Hogue and Annie Ouyang, who purchased the AM/PM Essentials, Reserve, Finiti, Zen Body, M1ND, Luminisce, Instantly ageless (collectively, the “Products”) that Defendants participates in the manufacturing, marketing, sale, and distribution in California, and elsewhere, throughout the United States.

The Products falsely and misleadingly represent the following on their packaging, labeling, the world wide web, pamphlets, materials and other materials:

That the Products can “can cure cancer, lower blood pressure, disappear psoriasis, and treat a host of other diseases.” The Products falsely claim genetic and cellular manipulation, and that the Products make claims that they are age-defying (among other representations). The Products also promise health benefits that they cannot deliver. The representations are stated specifically as provided in the Products.

Specifically, AM/PM provides: “it is designed to achieve optimal health and slow the symptoms of premature aging.” Further, the AM/PM Essentials product provides that it “supports critical biological processes, and combats the signs of aging around the clock.” AM/PM “follows the calorie restriction model – the only scientific method with clinical results proven to slow the signs of the aging process- and target key cellular processes related to aging, such as oxidation, glycation, methylation, and natural DNA repair. AM Essentials provides lasting day time energy and increases mental alertness, while PM Essentials helps prepare you for a restful nights sleep so your body can focus on cell maintenance and renewal. This balanced approach towards healthy living gives you the tools you need to improve your quality of life from the inside out.”

The AM & PM product also makes the following false claims as to “benefits” as follows:

**AM & PM ESSENTIALS™** are unique dietary supplements designed to help you achieve optimal health and slow the symptoms of premature aging. Formulated to provide you with all the vitamins and nutrients your body needs, AM & PM Essentials™ contain synergistic blends of special ingredients that help you maintain healthy biorhythms, support critical biological processes, and combat the signs of aging around the clock. AM & PM Essentials™ are endorsed by acclaimed physician Dr. Vincent Giampapa, a leading authority on anti-aging, and are based on years of clinical research and studies.

While aging is a process that occurs naturally, the rate at which you age is determined by a combination of several factors: how you handle stress, lifestyle choices, genetics, and your environment. Over time, these factors can lead to an accumulation of damage to your DNA—the building blocks of life. It is your body’s ability to repair this damage and perform critical biological processes that dictates your health and longevity.

**AM & PM Essentials™** follow the calorie-restriction model—the only scientific method with clinical results proven to slow the signs of the aging process—and target key cellular processes related to aging, such as oxidation, glycation, methylation, and natural DNA repair. AM Essentials™ provides lasting daytime energy and increases mental alertness, while PM Essentials™ helps prepare you for a restful night’s sleep so your body can focus on cell maintenance and renewal. This balanced approach towards healthy aging gives you the tools you need to improve your quality of life from the inside out.

#### **BENEFITS:**

---

- CONTAINS POWERFUL VITAMINS, NUTRIENTS, EXTRACTS, AND ANTIOXIDANTS TO HELP PROTECT YOUR CELLS FROM FREE RADICAL ATTACK
- SUPPORTS NATURAL CELLULAR DNA REPAIR AND HELPS YOU MAINTAIN HEALTHY CELL FUNCTION
- HELPS REGULATE YOUR BODY’S NATURAL BIORHYTHM BY INCREASING YOUR DAILY ENERGY AND PROVIDING A MORE RESTFUL, UNINTERRUPTED SLEEP
- HELPS TO MAINTAIN STRONG NAILS AND HEALTHY HAIR
- HELPS TO SUPPORT A HEALTHY IMMUNE SYSTEM
- HELPS YOU MAINTAIN A HEALTHY BODY COMPOSITION

The other aforementioned Products, make the following false representations as to Products and the benefits of the Products.





# RESERVE™

## antioxidant fruit blend

RESERVE™ is a unique botanical blend of antioxidants, anthocyanins, and essential fatty acids with restorative powers that will supercharge your health and assist you in delaying premature aging. RESERVE™ is naturally sweet and bursting with exotic flavors. Formulated to provide you with the protection you need, this delicious and nutritious gel will help you feel youthful vitality and an increased feeling of overall good health.

Available from

[www.sarahk.jeunesseglobal.com](http://www.sarahk.jeunesseglobal.com)

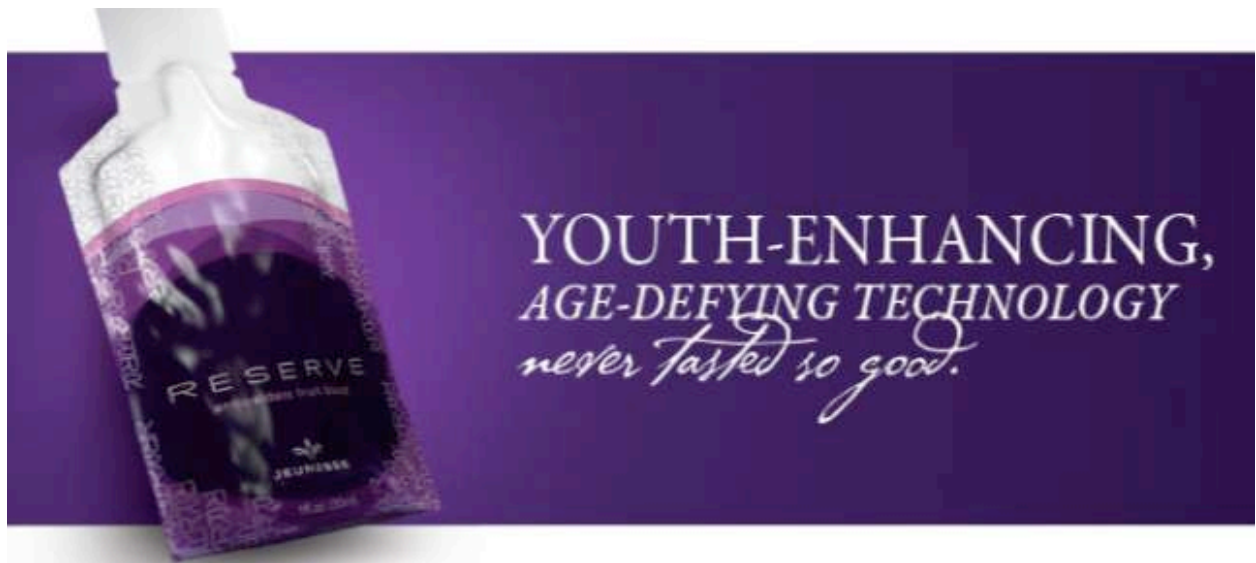
### BENEFITS:

- ANTIOXIDANTS TO RESIST OXIDATIVE STRESS AND PREMATURE AGING
- ANTHOCYANINS TO SUPPORT IMPROVED CARDIOVASCULAR FUNCTION
- ESSENTIAL FATTY ACIDS TO ASSIST IN DIGESTIVE TRACT FUNCTION
- HEALTHY IMMUNE SYSTEM SUPPORT
- HELPS TO MAINTAIN A HEALTHY METABOLISM
- SUPPORTS HEALTHY ENERGY
- SUPPORTS HEALTHY INFLAMMATION AND JOINT FUNCTION
- POSITIVE CAP-E TEST RESULTS INDICATE THAT RESERVE™ PENETRATES AND PROTECTS LIVE CELLS FROM OXIDATIVE DAMAGE\*

Using age-defying technology, RESERVE™ is the result of innovative science and ground-breaking research on behalf of medical professionals throughout the world. RESERVE'S™ superstar ingredient, resveratrol, is accompanied by a supporting cast of other powerful antioxidants like açai, pomegranate, blueberry, dark sweet cherry, aloe vera, grape seed, and green tea. This extraordinary supplement will jump-start your day with amazing anti-aging properties and important nutritional benefits.

\*RESERVE™ CAP-e Test Results, March 2010. Available online at JeunesseGlobal.com.





**RESERVE™** is a unique botanical blend of antioxidants, anthocyanins, and essential fatty acids with restorative powers that will supercharge your health and assist you in delaying premature aging. RESERVE™ is naturally sweet and bursting with exotic flavors. Formulated to provide you with the protection you need, this delicious and nutritious gel will help you feel youthful vitality and an increased feeling of overall good health.

Medical and nutrition experts worldwide recognize that a major reason for premature aging is the damage that free radicals have on our cells. These experts indicate that an effective way to defend against free radical damage is to ensure we are consuming a plentiful amount of antioxidants. According to a substantial body of medical research and clinical trials, the best way to do this is to consume the right foods and take antioxidant supplements. RESERVE™ is an excellent defense against free radical damage. RESERVE™ delivers a significant amount of resveratrol, a natural antioxidant-containing compound found in the skin of red grapes, in a highly bio-available gel form, making it more absorbable than encapsulated products.

Using age-defying technology, RESERVE™ is the result of innovative science and ground-breaking research on behalf of medical professionals throughout the world. RESERVE'S™ superstar ingredient, resveratrol, is accompanied by a supporting cast of other powerful antioxidants like açai, pomegranate, blueberry, dark sweet cherry, aloe vera, grape seed, and green tea. This extraordinary supplement will jump-start your day with amazing anti-aging properties and important nutritional benefits. Incorporate RESERVE™ into your daily wellness routine and enjoy the following benefits:

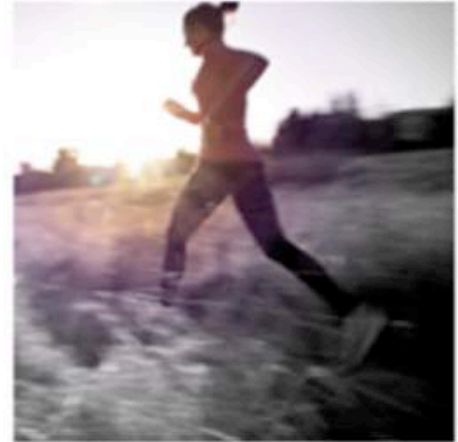
- ANTIOXIDANTS TO RESIST OXIDATIVE STRESS AND PREMATURE AGING
- ANTHOCYANINS TO SUPPORT HEALTHY CARDIOVASCULAR FUNCTION
- ESSENTIAL FATTY ACIDS TO ASSIST IN DIGESTIVE TRACT FUNCTION
- HEALTHY IMMUNE SYSTEM SUPPORT
- HELPS TO MAINTAIN A HEALTHY METABOLISM
- SUPPORTS HEALTHY ENERGY
- SUPPORTS HEALTHY INFLAMMATION AND JOINT FUNCTION
- POSITIVE CAP-E TEST RESULTS INDICATE THAT RESERVE™ PENETRATES AND PROTECTS LIVE CELLS FROM OXIDATIVE DAMAGE\*



Made in the U.S.A. exclusively for JEUNESSE® GLOBAL  
 650 Douglas Avenue | Altamonte Springs, FL 32714  
 For more information, please contact 407-215-7414  
 JEUNESSEGLOBAL.COM

## FEATURES:

- CONTAINS A UNIQUE, YOUTH-ENHANCING COMBINATION OF ANTIOXIDANTS, ANTHOCYANINS, AND ESSENTIAL FATTY ACIDS
- HIGHLY BIO-AVAILABLE GEL FORM INCREASES ABSORBABILITY MORE THAN ENCAPSULATED PRODUCTS
- FRESH FRUITS ARE FLASH FROZEN TO LOCK IN NUTRIENTS
- LOW IN CARBOHYDRATES AND SUGAR: 54 kJ (13 CALORIES)
- INDEPENDENT LAB TESTS CONFIRM EACH PACKET OF RESERVE™ CONTAINS A TOTAL OF OVER 185MG OF RESVERATROL.\*\*
- HALAL-CERTIFIED



## KEY INGREDIENTS:

### RESVERATROL\*



studies show this antioxidant-yielding compound can provide a wide range of benefits and may be one of the most effective anti-ageing tools available.

### GREEN TEA EXTRACT



a potent source of antioxidants that also provides immune system support

### DARK SWEET CHERRY JUICE



a naturally sweet source of antioxidants that aids in maintaining a healthy cholesterol and inflammatory level

### BLUEBERRY JUICE



their deep blue color is a significant source of anthocyanins, which have the remarkable ability to fight oxidative stress.

### ALOE VERA



helps to maintain healthy sugar and inflammatory levels

### GRAPSEED EXTRACT



a potent source of antioxidants and vitamin E

### AÇAÍ EXTRACT



a naturally sweet source of antioxidants

### POMEGRANATE JUICE



a naturally sweet source of antioxidants that may be helpful in maintaining heart health

### CONCORD GRAPE JUICE



a naturally sweet source of vitamin C that assists in maintaining a healthy immune system and heart health

## RECOMMENDED USE:

**DIRECTIONS:** RESERVE™ is a natural food product that can be eaten anytime. We suggest you consume one gel pack twice daily—first thing in the morning and right before bedtime.

“WE ARE  
REDEFINING  
YOUTH”

\*RESERVE™ CAI-4 Test Results, March 2010. Available online at [JeunesseGlobal.com](http://JeunesseGlobal.com).

\*\*RESERVE™ Resveratrol Test Results, November 2010.

Available online at [JeunesseGlobal.com](http://JeunesseGlobal.com). \*Baur et al., (2006) Resveratrol increases





**RESERVE™**  
antioxidant fruit blend

**RESERVE™**  
RESERVE™ is a unique botanical blend of antioxidants anthocyanins, and essential fatty acids with restorative powers that will supercharge your health and assist you in delaying premature aging.

RESERVE™ is a naturally sweet and bursting with exotic flavours. Formulated to provide you with the protection you need, the delicious and nutritious gel will help you get youthful vitality and an increased feeling of overall good health.

**Key Ingredients:**

-  Resveratrol
-  Acai Extract
-  Aloe Vera
-  Pomegranate Juice
-  Green Tea Extract
-  Blueberry Juice
-  Grapeseed Extract
-  Concord Grape Juice
-  Dark Sweet Cherry Juice

**Benefits:**

- Antioxidants to resist oxidative stress and premature aging
- Anthocyanins to support healthy cardiovascular function
- Essential fatty acids to assist in digestive tract function
- Healthy immune system support
- Helps to maintain a healthy metabolism
- Support healthy energy
- Support healthy inflammation and joint function
- Positive cap E-test results indicate that RESERVE™ penetrates and protects live cells from oxidative damage

**Directions:**  
RESERVE™ can be taken anytime. Or, you can take one gel pack twice daily-first thing in the morning and right before bedtime.

 Insource Global's products are all NSF certified.  
Product manufactured and fully imported from USA

# FINITI™

CELLULAR AGING ENDS HERE

Nobel Prize winning research has uncovered a fundamental cause of natural cellular aging. The answer cannot be seen by the human eye and is something called a telomere. Telomeres are made of repetitive DNA sequences that are the protective caps, or ends, of our chromosomes. Their duty is to protect our DNA. When we are born, our telomeres are long, but as time goes on, they begin to shorten. So short, in fact, that our telomeres fray similar to the ends of a shoelace and a journey called "cellular aging" begins.

## BENEFITS:

- CONTAINS THE ONLY KNOWN PATENTED NUTRIENT SHOWN TO LENGTHEN SHORT TELOMERES IN HUMANS\*
- TRANSIENTLY ACTIVATES TELOMERASE, THE ENZYME THAT ADDS LENGTH TO TELOMERES\*
- SUPPORTS THE DELAY IN CELLULAR AGING, INCLUDING CELLS OF THE IMMUNE SYSTEM
- PROMOTES A FEELING OF YOUTHFUL VITALITY
- CONTAINS A POWERFUL COMBINATION OF ANTIOXIDANTS THAT PROTECT OUR CELLS, DNA, STEM CELLS, AND TELOMERES FROM OXIDATIVE STRESS
- A SOURCE OF NATURAL NUTRIENTS THAT HELP MAINTAIN OUR BODY'S ADULT STEM CELLS
- SUPPORTS OUR NATURAL REJUVENATION SYSTEM
- SUPPORTS THE MAINTENANCE OF OUR NATURAL DNA REPAIR MECHANISMS

Introducing FINITI™. FINITI™ naturally enhances the enzyme (telomerase) needed to lengthen our short telomeres.\* This adds healthy life to our cells. Thousands of studies show the connection between short telomeres and the natural process of cellular aging. Of course nothing is known to stop aging, but healthy cells equal healthy internal systems. Healthy systems equal a healthy body. And a healthy body equals a strong, happy, youthful you.

\*De Jesus, Bruno; Bernales, Martin; Schneiderger, Elia Vera, Agueda Torres, Calvin; Harley, and Maria Blasco. August 2011. "The telomerase activator T403 elongates short telomeres and increases lifespan of adult mice without increasing cancer incidence." Aging Cell 10(4): 604-621. Harley CB, Liu W, Blasco MA, Vera E, Andrews WH, Briggs LA, Rafferty JH. February 2011. "A natural product telomerase activator as part of a health maintenance program." Rejuvenation Research 18(2): 45-56. Madriga, Brenda, Riley, Baseman, Greg; Sweeney, Denise; Finger, Taylor; Dorier, Rita B. Effros, and Hector P. Valenzuela. March 2013. "Functional Assessment of Pharmacological Telomerase Activators in Human T Cells." Cells 2(3): 163-182. doi:10.3390/cells2030163.

Buy your Finiti from

[www.sarahk.jeunesseglobal.com](http://www.sarahk.jeunesseglobal.com)



**Rs RESTORE**

YES YOUTH ENHANCEMENT SYSTEM



## RESERVE - LONG TERM BENEFITS

**Longevity**  
Mimics Calorie Restriction, increases life span by 30-40% longer

**Heart disease**  
Helps *reduce inflammation, prevents the oxidation* of LDL "bad" cholesterol, and reduces glycation of platelets that can lead to a heart attack.  
Anti-inflammatory function 60 times higher than aspirin.

**Cancer**  
Limits the spread of cancer cells and *trigger* the process of *cancer cell death* (apoptosis).  
Anti-free radical 40 times higher than OPC Q10.

Stimulate inhibitors to restrict blood vessel growth to cancer cells in effect starving and killing them. A process known as *anti angiogenics*.

**Alzheimer's disease**  
May *protect nerve cells* from damage and the buildup of plaque.  
Anti-Oxidant 800 times higher than Vitamin C.

**Diabetes**  
Helps *prevent insulin resistance* which is a precursor to diabetes.



## FINITI™

- **Contains the only known patented nutrient TA65® shown to lengthen short telomeres in humans\***
- Transiently activates telomerase, the enzyme that adds length to telomeres\*
- Supports the delay in cellular aging, including cells of the immune system
- Promotes a feeling of youthful vitality
- Contains a powerful combination of antioxidants that protect our cells, DNA, stem cells, and telomeres from oxidative stress
- A source of natural nutrients that help maintain our body's adult stem cells





## FEATURES:

- THE FIRST UNIQUE YOUTHFUL AGING SUPPLEMENT THAT TACKLES AN IMPORTANT ASPECT OF NATURAL CELLULAR AGING—TELOMERE SHORTENING
- BASED ON NOBEL PRIZE WINNING ANTIAGING RESEARCH THAT LED TO THE DISCOVERY OF HOW CHROMOSOMES ARE PROTECTED BY TELOMERES AND THE ENZYME TELOMERASE
- CLINICALLY SHOWN TO SAFELY LENGTHEN SHORT TELOMERES IN HUMANS\*
- CONTAINS NO ARTIFICIAL COLORS
- PRESERVATIVE FREE

## KEY INGREDIENTS:

IT SUPPORTS HEALTHY CELLS BEYOND your wildest expectations.

### COQ-10

a vitally important antioxidant that also has the ability to improve the effectiveness of other antioxidants, has been shown to reduce the oxidative stress that can lead to DNA damage

### FUCODAN EXTRACT, PURSLANE EXTRACT, & BETA 1,3/6 GLUCAN

supports your adult stem cells, which are important in cellular regeneration and renewal, and helps to maintain a healthy immune system

### L-CARNOSINE & TURMERIC EXTRACT

supports your body's ability to fight off oxidative stress, which helps maintain your telomere length

### MIXED TOCOTRIENOLS AND TOCOPHEROL COMPLEX (PALM FRUIT)

provides a unique form of vitamin E (tocotrienols) has been shown to be effective in overall antioxidant protection and may also support the maintenance of healthy brain function

### N-ACETYLCHISTINE

supports your body's ability to replenish intracellular levels of the natural antioxidant glutathione

### POWDERNATE EXTRACT

contains ellagic acid—a powerful, natural antioxidant

### QUERCETIN

a unique flavonoid antioxidant scavenger that has been found to support many of our body's important systems, including our cardiovascular, pulmonary, and immune systems

### TA-65™HD

the only nutritional supplement shown to effectively enhance short telomere length by safely and transiently activating the enzyme called "telomerase"

### TRANS-PTEROSTYLBENE (InfraPure™)

a vital, powerful, and natural antioxidant from blueberries that may support memory, mental focus, and function of our mitochondria (powerhouses of our cells), may also promote a feeling of well-being

### VITAMINS B6, B12, FOLATE, & C

important compounds that support our body's critical metabolic functions, including a more bioavailable and active form of folate, which in concert with B12, functions as a methyl-group donor and is vital to many biological processes, including the synthesis of DNA

## USAGE AND APPLICATION:

**DIRECTIONS:** Take two (2) capsules twice a day. Store at 15-30°C (59-86°F). Protect from heat, light, and moisture. Do not use if seal is broken.

**CAUTION:** Pregnant or lactating women and people with known medical conditions or taking medications should consult their physician before adding any nutritional supplement to their diet. Recommended for adults over 25 years.

These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.

“WE ARE  
REDEFINING  
YOUTH”

The above claims regarding Rejuvenate's ability to lengthen telomeres, support healthy aging, and improve overall health are based on a clinical study published in the journal "Aging Cell" in 2015. The study found that Rejuvenate significantly increased the length of telomeres in a dose-dependent manner. The study also found that Rejuvenate improved overall health and vitality in a dose-dependent manner. The study was conducted by a team of scientists from the University of California, San Diego, and the University of Texas at Austin. The study was funded by a grant from the National Institutes of Health. The study was published in the journal "Aging Cell" in 2015. The study was titled "Rejuvenate, a natural product, increases telomere length and improves health in a dose-dependent manner." The study was conducted by a team of scientists from the University of California, San Diego, and the University of Texas at Austin. The study was funded by a grant from the National Institutes of Health. The study was published in the journal "Aging Cell" in 2015.



## THREE SYNERGISTIC FORMULAS

### SHAPE

With African mango seed extract, green tea leaf extract, and raspberry ketones, ZEN Shape™ fights sugar cravings while controlling hunger. Featured in Forbes

Magazine as one of the most effective weight loss supplements on the market, African mango seed extract has been turning heads internationally. In fact,

to get the kind of nutrients ZEN Shape™ offers, you'd have to eat 90 pounds of fruit. Meticulously developed, ZEN Shape™ was made to prepare the body for fat loss.

### FIT

ZEN Fit™ is a rich source of amino acids, which aid with muscle recovery as well as with the digestion of proteins. They are also important for burning fat and

helping to lift your mood. A specially formed compound found in ZEN Fit™ works with ZEN Pro™ and ZEN Shape™ to heighten the brain's

sensitivity to leptin, so you know when you're satisfied sooner—which means you eat just as much as your body needs—no more, no less.

Available in: watermelon fruit punch

### PRO

Protein is the ultimate muscle fuel. That's why we've incorporated a potent blend of whey, rice, and pea proteins into ZEN Pro™—to build

the power you need to tone up. We've also added crushed chia seeds to get you optimum energy without the extra calories.

Our proprietary powder is made from the highest quality protein available, which is easily digestible and healthier than many soy-based formulas.

Available in: chocolate dream vanilla bliss





## ZEN SHAPE™

### Balance Cravings

**ZEN Shape™** empowers you to make the right choices by suppressing cravings that lead to unhealthy habits.

**These powerful capsules contain a patented form of African Mango Seed Extract**, which is clinically shown to stimulate weight loss and metabolic wellness.\* Bolstered by an infusion of raspberry ketones and high-quality green tea extract, **ZEN Shape™** controls appetite and helps regulate blood sugar levels. Achieve perfect balance with **ZEN Shape™**.

### BENEFITS

- **Promotes** Metabolic Wellness
- **Promotes** Fat Loss
- **Helps** Decrease Carbohydrate and Sugar Cravings
- **Helps** Control Appetite and Hunger
- **Supports** Healthy Blood Sugar Levels
- **Supports** Healthy Cholesterol Levels

Take 2 capsules of **ZEN Shape™** approximately 30 minutes before your 2 main meals (e.g. lunch and dinner) – total 4 capsules per day.



## ZEN FIT™

### Drop Inches

Amino acids are essential to your health, but your body can't produce them on its own. **ZEN Fit™** is fortified with amino acids that trigger fat loss by facilitating muscle maintenance and aiding with the absorption of nutrients. Amino Acids also activate neurotransmitters in the brain which mitigate stress and elevate your mood.

**Designed to minimize calories and maximize nutrition**, **ZEN Fit™** also packs over 20 grams of protein per 6 calories in each serving. Strengthen your body and mind with **ZEN Fit™**.

### BENEFITS

- **Burns** Body Fat
- **Supports** Healthy Muscle Tissue
- **Helps** Build Muscle
- **Supports** Strength and Stamina
- **Helps** Curb Hunger
- **Supports** Healthy Metabolism

Pour **ZEN Fit™** into 8-12 ounces of cold water and drink before exercise or twice a day, 30 minutes before 2 main meals (e.g. lunch and dinner) to trim down. Take together with **ZEN Shape™** capsules.



## ZEN PRO™

### Get Toned

Protein helps build muscle and contour the body; it's what makes you look fitter and leaner after you've lost inches.

**ZEN Pro™** contains a **premium protein blend** of whey, rice, pea and chia seed powder that keeps you feeling fuller longer. The **ZEN Pro™** formula also incorporates a probiotic blend of healthy bacteria to optimize digestion and help you stay lean. **ZEN Pro™** unleashes the powers of performance. Our proprietary powder is made from the highest quality protein available, which is easily digestible and healthier than many soy-based formulas.

### BENEFITS

- **Builds** Muscle
- **Maximizes** the Sensation of Fullness
- **Promotes** Healthy Intestinal Function
- **Promotes** Healthy Metabolic Functions
- **Supports** a Healthy Immune System

Pour **ZEN Pro™** into 8-12 ounces of cold water, almond or coconut milk. Take **ZEN Pro™** as a meal replacement (preferably at breakfast) or after exercise to help with muscle recovery.







The advertisement features a white, pouch-like bottle of MIND supplement on the left. The bottle has a black brain icon with neural connections above the word "MIND" in bold black letters. Below "MIND" is the text "DAILY SUPPLEMENT" in smaller letters, followed by "J. GLAMMOR" and "100 GEL CAPS" at the bottom. To the right of the bottle, there are two bullet points, each with a checkmark icon in a blue box. The background is a solid yellow color.

- ☒ Clinically shown to support memory
- ☒ Clinically Shown to reduce mental distraction.

BEGIN YOUR DAY  
WITH AN OPEN **MIND**

J.GLAMMOR



• MENTAL DISTRACTION-REDUCING **L-THEANINE\***

• CLINICALLY STUDIED, MEMORY-KEEPING **CERA-Q™\***

## OPEN YOUR MIND WITH L-THEANINE

**Amino Acid:**  
Promotes a calm state of mind

**Clinically Studied:**  
Backed by clinical trials

**Conquer Distractions:**  
Reduce mental distractions

**Think Clearly:**  
Stay attentive when it counts

### THE SCIENCE BEHIND MIND

**CERA-Q™** is a new, powerful protein blend exclusive to Jeunesse M1ND, that is clinical shown to support memory accuracy and recollection†.

**L-THEANINE** is an amino acid clinically shown to reduce mental distraction by supporting a calm state of mind without causing drowsiness†.

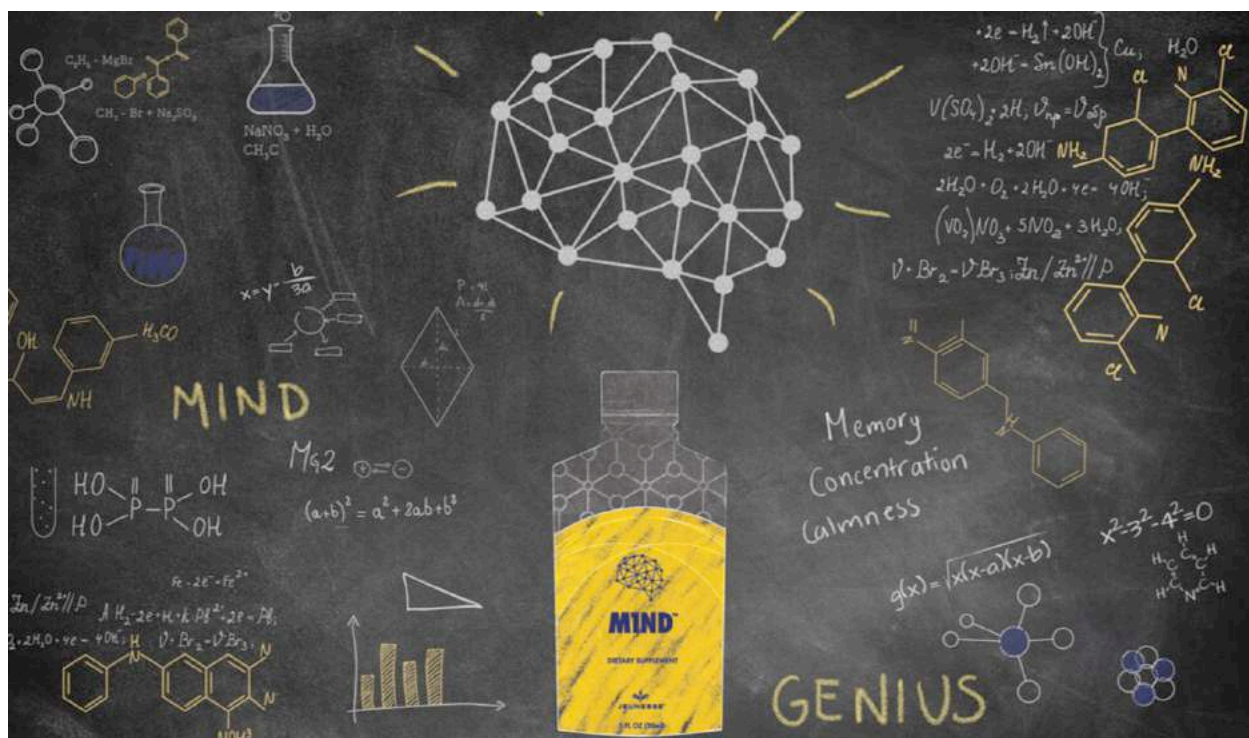
**GABA (Gamma-aminobutyric acid)** is an amino acid that is naturally occurring in the body.

**N-ACETYL L-TYROSINE** is an additional amino acid included to support M1ND.

†These statements have not been evaluated by the Food and Drug Administration.









### LUMINESCE™ cellular rejuvenation serum

Based on the latest available technology, LUMINESCE™ cellular rejuvenation serum makes a powerful debut as the first anti-aging product that supports your body's natural ability to restore and rejuvenate the skin. Using an exclusive patent-pending formula derived from adult stem cells that contains over 200 key human growth factors and cellular messengers, LUMINESCE™ cellular rejuvenation serum gently transforms your skin and minimizes the appearance of fine lines and wrinkles. Look younger, healthier, and more radiant as this revolutionary serum helps you restore life to tired skin.



### LUMINESCE™ advanced night repair

Based on leading clinical research, LUMINESCE™ advanced night repair is designed to enhance metabolic pathways involved in the aging process. This powerful cosmeceutical includes naturally derived ingredients that support your body's innate ability to repair DNA on a cellular level. The silky, soothing cream gives you the hydration you need to wake up with gorgeous skin.

### LUMINESCE™ daily moisturizing complex

The LUMINESCE™ daily moisturizing complex is a powerful anti-wrinkle moisturizer with SPF 30 that helps reduce the appearance of fine lines and wrinkles. Containing 200 key human growth factors, this remarkable face cream encourages your body's natural self-repairing functions. The perfect solution to your skin care needs, LUMINESCE™ daily moisturizing complex dramatically improves your complexion by helping you rehydrate, renew, and revitalize your skin on a cellular level.



### LUMINESCE™ ultimate lifting masque

Your skin is good to you, so why not be good to your skin? Our unique formula comes from exotic botanicals found deep in the wild forests of the Andes. These botanicals bind to the skin's surface and produce an instant lift while distributing moisture fundamental to skin repair. Because this masque gently exfoliates, it casts off old skin to reveal a glowing complexion. LUMINESCE™ ultimate lifting masque is a crucial component to any serious skincare regimen. Treat yourself to the luxurious pampering of a sumptuous spa with this vitamin-rich masque.



### LUMINESCE™ essential body renewal

LUMINESCE™ essential body renewal has been specially formulated with optimal ingredients under the expertise of world-renowned dermatologist Dr. Nathan Newman to help maintain a youthful radiance. This luxurious lightweight formula contains potent antioxidants to help protect against free radical damage, and over 200 key human growth factors that help your body maintain its natural processes for renewal.



### LUMINESCE™ youth restoring cleanser

The LUMINESCE™ youth restoring cleanser is designed to clear away old, dead skin cells—revealing a radiant and youthful complexion. LUMINESCE™ youth restoring cleanser's special blend of alpha and beta hydroxy acids smooth and polish your skin to perfection, leaving you feeling clean, soft, supple, and ready to absorb the maximum benefits of your LUMINESCE™ regimen. Beautiful skin for men and women starts here, with LUMINESCE™ youth restoring cleanser.



## FACE AND NECK

# LUMINESCE™

ultimate lifting masque

LUMINESCE™ ultimate lifting masque combines invigorating antioxidants with powerful stem cell technology to bring you a skin-firming masque that beautifies and hydrates—even after it has been removed. Our unique formula comes from exotic botanicals found deep in the wild forests of the Andes. These botanicals bind to the skin's surface and produce an instant lift while distributing moisture fundamental to skin repair.

Available from

[www.sarahk.jeunesseglobal.com](http://www.sarahk.jeunesseglobal.com)

### BENEFITS:

- INSTANTANEOUSLY LIFTS WHILE PROVIDING LONG-TERM HYDRATION
- DEEPLY NOURISHES TO PRODUCE SUPPLE SKIN
- CONTAINS SPECIAL BLENDS OF VITAMINS AND ANTIOXIDANTS
- EFFECTIVELY DIMINISHES THE APPEARANCE OF AGING
- BOLSTERS THE PERFORMANCE OF THE LUMINESCE™ SKINCARE SYSTEM
- CONTAINS CUCUMBER EXTRACT TO SOFTEN SKIN
- GENTLY EXPELS CONTAMINANTS LIKE BLACKHEADS AND BLEMISHES CAUSED BY BACTERIA
- TIGHTEN AND FIRMS SKIN

Designed to reduce the appearance of fine lines, LUMINESCE™ ultimate lifting masque combines the powers of tara and chicory root to lock moisture deep within dermal tissue. Because this masque gently exfoliates, it casts off old skin to reveal a glowing complexion. LUMINESCE™ ultimate lifting masque is a crucial component to any serious skincare regimen. Rescue your skin from the showing the damaging effects of aging with LUMINESCE™.



LF LIFT

YES YOUTH ENHANCEMENT SYSTEM



10 YEARS YOUNGER  
**IN 2 MINUTES**



**INSTANTLY  
ageless™**  
BE YOU. BE FLAWLESS.

Experience what it's like to be flawless. Instantly Ageless™ is a powerful anti-wrinkle microcream that works quickly and effectively to diminish the visible signs of aging. The revolutionary ingredient is arginine, a peptide that works like botox—without the needles. Instantly Ageless™ revives the skin and minimizes the appearance of fine lines and pores for a flawless finish.

**BENEFITS:**

- VISIBLY DIMINISHES THE APPEARANCE OF FINE LINES AND WRINKLES
- ERASES THE APPEARANCE OF DARK CIRCLES AND PUFFINESS UNDER THE EYES
- MINIMIZES THE APPEARANCE OF PORES
- HELPS TO EVEN SKIN TEXTURE
- MATTES SKIN FOR A FLAWLESS FINISH
- RESTORES SKIN TO OPTIMUM APPEARANCE

A perfect day starts with perfect skin. Meticulously developed, our formula is lightweight and contains a skin-conditioning complex of minerals that evens skin tone. Instantly Ageless™ immediately dissolves into the skin, reducing the appearance of wrinkles. It's specifically designed to target areas which have lost elasticity—revealing visibly toned, lifted skin. Users have seen dramatic results in seconds.

"Watch fine lines vanish." A compact, yet powerful alternative to botox, skin affected by free radicals and environmental damage. Instantly Ageless™ is at the forefront of anti-aging technology. Stop waiting for results—be flawless with Instantly Ageless™.

\*Results are not permanent.

**DM DIMINISH**

**YES YOUTH ENHANCEMENT SYSTEM**



## BE YOU. BE FLAWLESS



### BENEFITS

- VISIBLY DIMINISHES THE APPEARANCE OF FINE LINES AND WRINKLES
- ERASES THE APPEARANCE OF DARK CIRCLES AND PUFFINESS UNDER THE EYES
- MINIMIZES THE APPEARANCE OF PORES
- HELPS TO EVEN SKIN TEXTURE
- MATTES SKIN FOR A FLAWLESS FINISH
- RESTORES SKIN TO OPTIMUM APPEARANCE

### FEATURES

- LIGHTWEIGHT, OIL-FREE FORMULA
- CONTAINS REVOLUTIONARY PEPTIDE, ARGIRELINE
- COMPLEX RIGOROUSLY DEVELOPED
- CAN BE WORN WITH OR WITHOUT MAKEUP

### ACTIVE INGREDIENTS

#### ARGIRELINE

is widely known to produce significant results in anti-aging. It's a peptide that works like botox in the treatment of fine lines and wrinkles. Though Argireline is one of the most widely recognized anti-aging treatments, not all formulas may work because a precise composition of Argireline is needed to achieve maximum results. Developing the right formula is a perfect science.

#### SODIUM & MAGNESIUM SILICATE

are an exclusive blend of two different silicates which, when combined, promote a tightening effect on the skin. These silicates retract skin so pores appear smaller and wrinkles look lifted.



### Experience what it's like to be flawless.

Instantly Ageless™ is a powerful anti-wrinkle microcream that works quickly and effectively to diminish the visible signs of aging.

The revolutionary ingredient is argireline: a peptide that works like botox—without the needles. Instantly Ageless™ revives the skin and minimizes the appearance of fine lines and pores for a flawless finish.

### DIRECTIONS FOR USE

Lightly pat a very thin layer to targeted areas; leave damp on skin and remain expressionless for 2–3 minutes while product dries to achieve dramatic results. One vial typically lasts 2–3 days depending on individual use. Use as directed and avoid contact with eyes. If product gets into eyes, flush with water. Discontinue use if redness or irritation occurs. Consult with your physician if you are allergic to cosmetics.

\*Results are not permanent

To communicate the effectiveness of their products, Jeunesse Global opted for images that “can also be found on websites for health care providers (such as plastic surgeons) and in stock (image sites)”.

*Vincent Giampapa, M.D.:* “prevention and restoration and regeneration . . . our products are really designed to not only treat aging but to help prevent it and slow it at these early ages.” (at 4:33) Dr. Giampapa goes on to say, “One of the key focuses of AM PM was to really look at how do we actually manipulate that gene clock but in a natural way. And what we found out . . . is . . . plant extracts, herbs, enzymes – if they’re the right combinations of things can actually turn off certain of these genes this that are negative aging genes and turn back on, for instance, genes that help keep us healthy and young. So . . . AM PM we frequently refer that product as a vitamin mineral supplement and in reality it’s the next evolution beyond vitamin and minerals.” (at 10:29)

*William Amzallag, M.D.:* “Reserve . . . it will balance oxidation and anti-oxidation because as you know we have to balance . . . so this is the first goal of Reserve. The second goal of Reserve is to switch on a very specific gene which is called survival gene.” (at 13:50)

*Donna Antarr, M.D.:* “With Zen Bodi, we created a system that works with the body . . . that enables the body to actually rejuvenate and recover on a cellular level.” (at 23:40)

*Nathan Newman, M.D.:* “when we are putting these products on our body or taking them by mouth, we’re really changing every cell in the body just like Dr. Giampapa said, we’re changing one cell at a time, we’re effecting them and that effect is/has a domino effect and it goes much further than the one place that we treat or what product that we take.” (at 36:20).

\* \* \* \* \*

Such Representations are false and misleading and violate consumer protection laws of each of the fifty states and the District of Columbia. As a result, the Product is misbranded.

In fact, Defendants's Products have none of the benefits or characteristics and benefits as represented.

Please be advised that the alleged unfair methods of competition or unfair or deceptive acts or practices in violation of the Act include, without limitation with the section references below to those of the *California Civil Code*):

§ 1770(a)(5): Defendants represents that their Products have characteristics, uses or benefits, which they does not have.

§ 1770(a)(7): Defendants represents that their Product are of a particular standard, quality, or grade when they are of another.

§ 1770(a)(9): Defendants advertises that the Products have been supplied in accordance with a previous representation when it has in fact, not been.

Defendants have failed to honor their consumer protection obligations. Based upon the above, demand is hereby made that Defendants conduct a corrective advertising campaign and destroy all misleading and deceptive advertising materials and products. Specifically, to cure the defects described above, we demand that you (i) cease and desist from continuing to label and package on the website and packaging as indicated above; (ii) disclose on the labels of the Product the fact that the Product has no health benefits for consumers as previously represented; (iii) issue an immediate recall on any products with such misrepresentations or failure to disclose required information; and (iv) make full restitution to all purchasers throughout the United States of all purchase money obtained from sales thereof.

Please be advised that your failure to comply with the demands of this notice within thirty (30) days may subject you to the following remedies, available for violations of the Act, to Claimants and the act, which include:

- (1) the actual damages suffered;
- (2) an order enjoining you from such methods, acts or practices;
- (3) restitution of property (when applicable);
- (4) punitive damages;
- (5) any other relief which the court deems proper; and



(6) Court costs and attorneys' fees.

Nothing in this letter is intended, nor may be construed, as an admission of any sort, or in a manner to in any way limit or waive any of the causes of action or claims possessed by Claimants individually, or on behalf of the Class, and nothing herein is intended, nor may be construed, so as to limit or waive any of the remedies that may be sought by any of them. This purpose of this letter is to serve as the notice and notification required by *California Civil Code* § 1782(a).

Additionally, I remind you of your legal duty to preserve all records relevant to the contemplated litigation against Defendants as summarized herein related to the Product. *See, e.g., Convolve, Inc. v. Compaq Computer Corp.*, 223 F.R.D. 162, 175 (S.D.N.Y. 2004); *Computer Ass'n Int'l v. American Fundward, Inc.*, 133 F.R.D. 166, 168-69 (D. Colo. 1990). This firm anticipates that, among other things, all e-mails, letters, reports, internal corporate instant messages, and laboratory records that relate to the formulation and marketing of Defendants' Product will be sought in the forthcoming litigation discovery process. Defendants therefore must inform, among others, any employees, contractors, and third-party agents (for example, products consultants and advertising agencies handling your product account), to preserve all such relevant information.

In addition to the foregoing, demand is made to preserve all (i) documents concerning the manufacture, labeling, packing, and processing of the Products; (ii) all communications with the U.S. Food and Drug Administration concerning the product development, labeling, packaging, marketing, and sales of the Products; (iii) all documents concerning the advertisement, marketing, or sale of the Products; and (iv) all communications with customers concerning complaints or comments concerning the products; (v) documents concerning the representation of income, all (vi) income figures pursuant to the pyramid scheme, and other documents possibly relevant to the litigation.

Finally, please take notice that *California Civil Code* § 1780(b) provides in part that: "[a]ny consumer who is senior citizen or disabled person, as defined in subdivision (f) and (g) of Section 1761, as part of an action under subdivision (a), may seek and be awarded, in addition to the remedies specified therein, up to five thousand dollars (\$5,000) ...." Any qualifying members of the Class may be entitled to such additional damages.

Thank you for your time and consideration in this matter.

Very truly yours,

LINDEMANN LAW FIRM, APC

By:   
Blake J. Lindemann

# Exhibit C



PEOPLE PRODUCTS OPPORTUNITY CULTURE

My Cart | Back Office | Join Now



OPPORTUNITY > Income Disclosure

“

Because customers get better results, you'll have a customer for life. They've used the product enough to see the difference.”



## Income Disclosure

Rank	% of Total Distributors at this Rank as of 1/1/2015	No. of Distributors at this Rank as of 1/1/2015	Avg High Gross Earnings / month	Avg Low Gross Earnings / month	Median Gross Earnings / month	Avg No Of Months to achieve the rank	Median No of Months to achieve Rank
DISTRIBUTORS ONLY ( NO RETAIL )							
Starter Kit	4.0039791	1932	77.527	\$63.85	\$30.00	0.57	0
Basic	92.9163557	44834	396.2296	\$204.72	\$50.00	2.68	0
Jade	0.8807925	425	457.9895	\$388.45	\$252.00	18.48	14
Pearl	1.5170355	732	1644.1166	\$913.69	\$429.25	21.50	18
Sapphire	0.5616347	271	2383.0162	\$1,314.75	\$1,456.00	27.29	24
Ruby	0.064246	31	12879.8571	\$10,341.47	\$10,108.38	40.29	43
Emerald	0.0165796	8	28709.2187	\$27,247.59	\$29,301.38	42.38	46
Diamond	0.0227969	11	68667.9453	\$40,628.62	\$74,567.94	54.91	55
Double Diamond	0.0124347	6	202803.4475	\$171,886.20	\$204,390.59	59.50	60
Triple Diamond	0.0020724	1	676298.2258	\$90,678.13	\$2,018,748.60	60.00	60
Presidential Diamond	0.002	1	546821.1465	\$502,733.25	\$1,049,554.40	62.00	62

“

First-time direct sellers are having great success in a short period of time.

—Kim Hui  
Triple Diamond Director

# Exhibit D

## INCOME DISCLOSURE STATEMENT

United States – 2014

This Income Disclosure Statement (IDS) is a reflection of Jeunesse Global's rewarding opportunity as reflected by the activity of Jeunesse distributors in 2014. The information provides the numbers and percentages of those who simply wish to purchase and use products, and of those who wish to earn part-time money. Those that wish to earn can do so with the minimal start-up cost of a starter kit at US\$49.95. There is no requirement to purchase products, though you are encouraged to purchase products for your personal use. You are not required to carry any inventory.

**CUSTOMERS.** You can profit on sales you make to your customers. You may register your retail customers with Jeunesse so that they can get a wholesale discount. These are called preferred customers.

**SALES ORGANIZATION.** Jeunesse encourages you to develop a stable base of customers and then start building your downline sales organization. Success will require you to mentor those you sponsor and train them to do the same. As your downline has success, you will earn commissions. You are not paid for sponsoring new distributors, but are paid on the sale of products to them and their customers. See [www.jeunesseglobal.com](http://www.jeunesseglobal.com) for a full description of the Jeunesse Financial Rewards Plan.



If you seek to earn extra income as a Jeunesse distributor, either part-time or full time, you will incur expenses, as in any other business. You must also be realistic about the time and energy commitment. Direct selling is rewarding and provides ample opportunity for personal growth. It is also hard work; those who have the greatest success are normally those that work the hardest and smartest.

In the chart below you can see the average payments<sup>1</sup> to Jeunesse distributors in 2014, based on their activity and rank.

Type	Average Payments	Average Number of Distributors	Percentage	Average Commission amount USD
<b>Single-Level Distributors (No Downline)</b>	NA	20,608	72.25%	NA
<b>Distributors Without an Active Downline</b>	NA	524	1.84%	\$71.14
<b>Distributors With an Active Downline</b>		7,390	25.91%	
	>\$250,000	18	0.24%	\$1,681,110.20
	\$100,001 – \$250,000	23	0.31%	\$176,165.22
	\$50,001 – \$100,000	26	0.35%	\$65,683.46
	\$25,001 – \$50,000	40	0.54%	\$35,133.72
	\$10,001 – \$25,000	98	1.33%	\$15,978.97
	\$5,001 – \$10,000	115	1.56%	\$6,978.81
	\$1,001 – \$5,000	741	10.03%	\$2,111.03
	\$1 - \$1,000	4880	66.05%	213.92
	\$0	1449	19.61%	\$0.00
<b>Total Number of Distributors</b>		28,522		

**A Single-Level Distributor (No Downline)** includes those who purchase for personal consumption: retail and preferred customers, as well as wholesale customers (distributors who have not sponsored anyone and have not earned any commissions). It also includes distributors whose enroller downline made no purchases.

**A Distributor Without an Active Downline** includes distributors who have only registered retail customers and preferred customers and so may have earned retail commissions or get2 bonuses.

**A Distributor With an Active Downline** is a person who has signed a Distributor Application and Agreement, generated at least 100 CV in a single month within the first year of enrollment, and has an Active downline. An Active downline is as defined in the Financial Rewards Plan (generates 60 PV in a commission month and has an Active distributor on its right and left leg). The amounts shown are before expenses incurred by the distributors in the operation of their business and do not include retail markup income.

**CERTIFICATE OF SERVICE**

I, Blake J. Lindemann, an attorney, certify that on March 24, 2017, I served the above and foregoing

**FIRST AMENDED COMPLAINT – CLASS ACTION**  
causing true and accurate copies of such paper to be filed and transmitted to the persons shown below via the Court's CM/ECF electronic filing system, on this the day of March 24, 2017.

Lee S. Brenner (State Bar No. 180235)  
lbrenner@kelleydrye.com  
Ken D. Kronstadt (State Bar No. 259996)  
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*Attorneys For Defendant Jason Caramanis*

/s/ Blake J. Lindemann  
BLAKE J. LINDEMANN