

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

NERIUM INTERNATIONAL, LLC

Plaintiff,

v.

**DOUG BURDICK, DON CREEK,
ANNE WOODWARD AND MODERE,
INC.**

Defendants.

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Civil Action No.

DEFENDANTS' NOTICE OF REMOVAL

Without waiving any challenges to jurisdiction, venue, or lack of proper service, Defendants Doug Burdick ("Burdick"), Don Creek ("Creek"), Anne Woodward ("Woodward"), and Modere, Inc. ("Modere") (collectively, the "Removing Defendants") hereby file this Notice of Removal pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, to remove this action from the 191st Judicial District Court of Dallas County, Texas. This Notice of Removal is supported by the facts set forth below and an appendix containing all documents filed in the state court action attached hereto. This Court's original jurisdiction is based upon 28 U.S.C. § 1332 (diversity).

1. On December 30, 2016, Plaintiff Nerium International, LLC ("Plaintiff") filed its Original Petition, Application for Temporary Restraining Order, Temporary and Permanent Injunction, Application for Expedited Discovery in the District Court of Dallas County, Texas, ("State Court Action"), and set hearing for the same. Within mere hours of filing the State Court Action, Plaintiff filed an Amended Petition adding Julie Waldie ("Waldie") as a defendant. The sole purpose of adding Ms. Waldie was to destroy diversity.

2. This Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b) within thirty days of service of Plaintiff's Original Petition upon the Removing Defendants.

3. As set forth more fully below, this action is properly removable to federal court pursuant to 28 U.S.C. §§ 1332 and 1441. The Court has diversity jurisdiction over this case because this is a civil action between citizens of different states, in which the amount in controversy exceeds the sum of \$75,000, exclusive of costs and interest, and Removing Defendants have satisfied the procedural requirements for removal.

GROUND FOR REMOVAL

I. DIVERSITY JURISDICTION EXISTS

A. The Amount in Controversy Exceeds \$75,000

1. It is apparent from the face of the Amended Petition that the amount in controversy in this action exceeds \$75,000.

B. Complete Diversity Is Satisfied

2. Upon information and belief, at the time this lawsuit was filed and at all times since, Plaintiff was and is a citizen and resident of the State of Texas.

3. Upon information and belief, none of the members of Plaintiff are residents of Utah, Illinois, Missouri, or Washington based on a review of documents filed with the Texas Secretary of State.

4. At the time this action was filed and at all times since, Defendant Modere was and is a Utah corporation with its principal office and place of business in Utah. Therefore, at the time this action was filed and at all times since, Defendant Modere was a citizen of Utah. *See* 28 U.S.C. § 1332(c)(1).

5. At the time this action as filed and at all times since, Defendant Burdick was and is a resident and citizen of Illinois.

6. At the time this action as filed and at all times since, Defendant Creek was and is a resident and citizen of Missouri.

7. At the time this action as filed and at all times since, Defendant Woodward was and is a resident and citizen of Washington.

8. Because Plaintiff is a citizen of Texas and the Defendants are citizens of Utah, Illinois, Missouri, and Washington complete diversity exists in this case.

II. PLAINTIFF ADDED DEFENDANT JULIE WALDIE SOLELY TO DESTROY DIVERSITY.

9. In cases in which the removing party alleges diversity of citizenship jurisdiction on the basis of fraudulent joinder, “it has the burden of proving [] fraud” in the joinder of the non-diverse defendant. *Laughlin v. Prudential Ins. Co.*, 882 F.2d 187, 190 (5th Cir.1989). To establish fraudulent joinder, the removing party must prove: “(1) actual fraud in the pleading of jurisdictional facts, or (2) inability of the plaintiff to establish a cause of action against the non-diverse party in state court.” *Travis v. Irby*, 326 F.3d 644, 647 (5th Cir.2003). “[T]he court determines whether [plaintiff] has *any possibility of recovery* against the party whose joinder is questioned. ... This *possibility, however, must be reasonable*, not merely theoretical.” *Id.* at 648 (emphasis in original).

10. It is apparent from the face of the Amended Petition that Waldie was joined solely for the purpose of attempting to destroy diversity. Waldie was not a party to the Original Petition. Within mere hours of filing the Original Petition, Plaintiff filed the Amended Petition in the State Court Action. The only meaningful difference between the two pleadings is the addition of Waldie as a defendant. There are no substantive allegations against her personally. It is self-

evident that Waldie was added solely for the purpose of destroying diversity. By simply lumping Waldie in with the other defendants, the Amended Petition fails to state any claim against Waldie and the requested relief against her is merely theoretical, rather than grounded in fact. Further, because the same principle applies to the exceedingly limited jurisdictional facts alleged in the Amended Petition, there appears to be actual fraud in the pleading of the jurisdictional facts at issue. Finally, since Waldie was improperly or fraudulently joined, her consent is not required under the rule of unanimity. *See Jerrigan v. Ashland Oil Inc.*, 989 F.2d 812, 815 (5th Cir. 1993).

III. REMOVING DEFENDANTS HAVE COMPLIED WITH ALL REMOVAL PROCEDURES.

11. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely. Modere was served with Plaintiff's Petition on December 30, 2016. Thus, the Notice of Removal is being filed within thirty (30) days of service as required.

12. Pursuant to 28 U.S.C. § 1446(a) and local rules, copies of all process, pleadings, orders, and other documents on file with the District Court of Dallas County, along with a copy of the docket sheet are attached hereto. (See Exhibit A).

13. Each of the properly named and joined defendants has consented to removal of this action to this Court. As noted above, since Waldie was improperly or fraudulently joined, her consent is not required under the rule of unanimity.

14. A copy of this Notice of Removal is being filed with the Clerk of the District Court of Dallas, as provided by law. Written notice of removal is also being given to Plaintiff, by and through its attorney of record.

15. Removing Defendants reserve the right to amend or supplement this Notice of Removal.

16. If any question arises as to the propriety of the removal of this action, Removing Defendants request the opportunity to present a brief and request oral argument in support of removal.

WHEREFORE, the Removing Defendants pray that the State Court Action be removed to the United States District Court for the Northern District of Texas, Dallas Division, and that Plaintiff takes nothing by her claim against the Removing Defendants, and that the Removing Defendants be awarded any other relief to which they may be entitled.

Dated: December 30, 2016.

Respectfully submitted,

/s/ Marc D. Katz

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ATTORNEYS FOR DOUG BURDICK

CERTIFICATE OF SERVICE

I hereby certify that on December 30, 2016, a true and accurate copy of the foregoing document was filed using the Court's CM/ECF system, which sent a Notice of Electronic Filing via email to all counsel of record. Further, a copy was sent *via email* to the known counsel.

/s/ Marc D. Katz,

Marc D. Katz

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

NERIUM INTERNATIONAL, LLC,

Plaintiff,

v.

**DOUG BURDICK, DON CREEK, ANNE
WOODWARD, JULIE WALDIE, and
MODERE, INC.**

Defendants.

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CASE NO. _____

INDEX OF DOCUMENTS FILED IN STATE COURT

<u>DATE</u>	<u>DOCUMENT</u>	<u>EXHIBIT</u>
12/30/2016	Original Petition and Application for TRO	A
12/30/2016	Proposed Order on TRO	B
12/30/2016	First Amended Petition	C
12/30/2016	State Court Docket Sheet	D

Dated: December 30, 2016.

Respectfully submitted,

/s/ Marc D. Katz
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/s/ Marc D. Katz

Marc D. Katz

EXHIBIT A

CAUSE NO. _____

NERIUM INTERNATIONAL, LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
DOUG BURDICK, DON CREEK,	§	
ANNE WOODWARD AND MODERE,	§	
INC.,	§	
	§	
Defendants.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION, APPLICATION FOR TEMPORARY
RESTRAINING ORDER, TEMPORARY AND PERMANENT INJUNCTION, AND
APPLICATION FOR EXPEDITED DISCOVERY**

TO THE HONORABLE COURT:

Plaintiff Nerium International, LLC (“Nerium”) files this Original Petition, Application for Temporary Restraining Order, Temporary and Permanent Injunction, and Application for Expedited Discovery against Defendants Doug Burdick, Don Creek, Anna Woodward, and Modere, Inc. (collectively, “Defendants”) and respectfully shows as follows:

I. SUMMARY

1. Nerium seeks a temporary-restraining order to prevent two of its high-ranking salespeople and a paid Nerium consultant from raiding Nerium’s salesforce and customers, in direct violation of their non-competition and non-solicitation agreements, for a competing company named Modere, Inc. Modere, apparently unable to achieve any success whatsoever as a network-marketing company on its own merits, has had to resort to stealing distributors from Nerium. As shown below, Modere has conspired with Defendants Burdick, Creek, and

Woodward (together, the “Individual Defendants”), with knowledge of their respective restrictive covenants, to poach unlawfully Nerium’s Brand Partners away from Nerium.

2. Indeed, the Individual Defendants and Modere have recently engaged in an organized and coordinated campaign to solicit, recruit, and enroll as many Nerium Brand Partners as possible before the end of 2016. But Modere has no intention to compete fairly or honestly. Because the quality of Modere’s products and sales force are apparently not enough to recruit legitimately any salespeople into the Modere sales organization, Modere has induced the Individual Defendants and other Nerium Brand Partners to violate their confidentiality, non-competition and non-solicitation agreements with Nerium. Among other things, Modere and the Individual Defendants are offering all-expense paid trips to Utah, and even cash bonuses and other incentives, to Nerium Brand Partners to convince them to enroll with Modere and use Nerium’s highly confidential Brand Partner contact information to solicit other Nerium Brand Partners to follow them to Modere.

3. As further shown below, Nerium and its independent sales force will suffer immediate, irreparable harm if these unlawful practices are allowed to continue. In fact, the Defendants are planning to publicly announce their departures to Modere via social media on Saturday, December 31, 2016, taking advantage of the long holiday weekend to recruit other Nerium Brand Partners while Nerium would be unable to seek relief from any court to protect its business and, more importantly, the businesses of more than one hundred thousand Brand Partners, who depend on their Nerium businesses to support their families. Accordingly, Nerium respectfully requests that this Court grant immediate injunctive relief to protect the status quo.

II. RELIEF SOUGHT & DISCOVERY LEVEL

4. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 47, and without waiving its right to arbitrate, Nerium seeks immediate and permanent injunctive relief to prevent irreparable injury, and seeks recovery of its attorney's fees, which is currently less than \$100,000.

5. Nerium intends to conduct discovery under a Level 3 Discovery Control Plan and requests expedited discovery.

III. PARTIES

6. Nerium is a limited liability company organized under Texas law, with its principal place of business in Addison, Texas.

7. Defendant Modere, Inc. is a Utah corporation headquartered at 588 South 2000 West Springville, Utah 84663. Its registered agent for service of process is Michelle Wilson, located at 588 South 2000 West Springville, Utah 84663. Because Modere has failed to maintain a registered agent in Texas, it may be served through the Texas Secretary of State as its registered agent, or wherever else it may be found.

8. Defendant Doug Burdick is an individual who can be served with process at his residence, 675 White Pine Circle, Lake in the Hills, Illinois 60156, or wherever else he may be found.

9. Defendant Don Creek is an individual who can be served with process at his residence, 1226 South Raintree Place, Springfield, Missouri 65809, or wherever else he may be found.

10. Defendant Anna Woodward is an individual who can be served with process at her residence, 25745 SE 27th Street, Sammamish, Washington 98075, or wherever else she may be found.

IV. JURISDICTION AND VENUE

11. The Court has jurisdiction because the damages sought are within the Court's jurisdictional limits, and further because Defendants Burdick, Creek, and Woodward (collectively, the "Individual Defendants") consented to jurisdiction in Texas. Likewise, the Court has jurisdiction over Defendant Modere because it has purposefully availed itself of the privileges and benefits of conducting business in Texas. Nerium's claims relate to and arise out of Modere's forum contacts, specifically its attempt to raid Nerium's salesforce, which is headquartered in Addison, Texas. Exercising personal jurisdiction comports with traditional notions of fair play and substantial justice. Jurisdiction is also proper under the Texas long-arm statute because Modere has, on information and belief, committed torts in whole or in part in Texas. TEX. CIV. PRAC. & REM. CODE § 17.042(1).

12. Venue is proper because Defendants Burdick, Creek, and Woodward contractually agreed to venue in Dallas County, Texas. In addition, a substantial part of the acts or omissions giving rise to Nerium's claims occurred in Dallas County, Texas. Because Nerium's claims against Modere arise out of the same transaction, occurrence, or series of transactions or occurrences as those against the individual defendants, venue is also proper as to Modere. TEX. CIV. PRAC. & REM. CODE § 15.005.

V. FACTUAL BACKGROUND

A. Nerium International

13. Nerium is a direct-sales company (also called direct-marketing or multi-level marketing) that sells anti-aging products through an independent sales force called "Brand Partners." Exhibit 1 (Olson Decl. at ¶ 3), at page 17.

14. Nerium's Brand Partners earn money by selling Nerium's products, often through social media and personal contacts, and by recruiting new Brand Partners to do the same. *Id.* at ¶

4. A Brand Partner's personal recruits, and those people's recruits, and so on, are called the Brand Partner's "downline." *Id.* Brand Partners receive commissions both on their own sales and on sales in their downline. *Id.* The "upline" is the person who recruited the Brand Partner, and the people who recruited that person, and so on. *Id.* Nerium supports its Brand Partners by providing superior products, commissions and bonuses, training, corporate-level advertising, back-office support, confidential information about customers and sales data, access to a highly sophisticated sales structure, and various other benefits. *Id.*

15. Brand Partners establish relationships with customers and other Brand Partners, which drive Nerium's sales and growth in the marketplace. Not surprisingly, recruiting and retaining salespeople is the key to any direct-sales company. *Id.* at ¶ 5. Because the industry is fiercely competitive, other direct-sales companies will attempt to coax away salespeople to work on their behalf. When the recruitment activities of those salespeople involves raiding their existing network of salespeople, it is referred to as cross-recruiting. And because Nerium's business is essentially a network of people, any such violations harm not only Nerium, but also the network of other Brand Partners who generate income from their downlines.

B. Defendants Creek and Woodward Enroll as a Brand Partners and Agree to Important Covenant Not to Compete or Solicit Brand Partners.

16. Defendant Don Creek and Anna Woodward applied to become Brand Partners by completing online enrollment applications through Nerium's website on May 5, 2016 and May 1, 2016, respectively. *Id.* at ¶ 8. For his part, Don Creek enrolled with his wife Marilyn Creek, and they operated their account jointly. As part of their electronic enrollment process, Brand Partners must enter an Electronic Signature Agreement, which includes Nerium's Policies and Procedures and Terms of Agreement. *Id.* at ¶ 3. This application and agreement are submitted when a prospective Brand Partner checks the "I agree" box to accept these terms and

“clicks through” to complete the enrollment process. *Id.* Nerium’s IT system captures the Brand Partner’s date of signature, and creates a record of the Brand Partner’s agreement to these terms. *Id.*

17. Creek and Woodward agreed by virtue of their Brand Partner position (and the many related benefits) that they would be granted access to Nerium’s confidential information and trade secrets, and be provided with the opportunity to develop goodwill through customer and Brand Partner relationships. Exhibit 1 (Olson Decl. at ¶ 8, Ex. 3, § 11.06), at page 25. They also agreed to important non-solicitation and non-competition covenants, which provide in relevant part:

Non-Solicitation and Non-Competition. Brand Partner acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary and trade secret information of Company and the integrity and stability of the sales force created by other Brand Partners is to prohibit all Brand Partners from recruiting and soliciting of other Brand Partners to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to Brand Partner, for the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to, directly or indirectly, recruit or solicit any of Company’s other Brand Partners to join other direct sales, multi-level or network marketing companies.

For the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to sell any product that is the same or similar to or competes with the products of Company within the United States of America or any other country where Company sells its products.

Brand Partner agrees not to solicit, directly or indirectly, Company’s Brand Partners to purchase services or products, except those of Company, throughout the term of this Agreement.

Id. at ¶ 8, Ex. 3, § 11.06.

18. These provisions do not unreasonably restrict the ability of Brand Partners to earn a living or generate income through other sales efforts. The recruiting restrictions are limited to protecting Nerium’s salesforce.

C. Defendant Burdick Also Agreed Not to Compete or Solicit Nerium Brand Partners.

19. On September 1, 2015, Defendant Doug Burdick executed a Consulting Services Agreement on behalf of himself, individually, and his company Paradise Life. In executing the Agreement, Burdick agreed to certain confidentiality, non-competition, and non-solicitation provisions. Specifically, he agreed: (a) not to use the confidential information of the Company for any purposes other than to provide consulting services for the Company; and (b) not to communicate with, consult with, train, or otherwise engage in any relationships with Brand Partners with whom you did not have an existing relationship with as of the Effective Date of the Agreement, unless approved in writing in advance by the Company.

20. Similarly, Burdick agreed: (c) not to own, manage, operate, control, be employed by, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation or control of any business which performs services materially similar to or competitive with those provided by the Company and/or is in the business of network marketing of products or services within the United States, Mexico, or Canada, or any other country in which the Company is operating; and (d) not to solicit, interfere with, or endeavor to cause any other consultant to, supplier of, independent marketing representative, Brand Partner, or distributor for, or employee of, the Company to leave, reduce or limit their current working relationship with the Company.

D. The Individual Defendants Breached Their Agreements By Cross-Recruiting For Modere, a Direct Competitor.

21. The Individual Defendants have breached their agreements with Nerium. Nerium's Application is supported by the Declarations of Jen Cromling and Monica Dawson, two of the people the Individual Defendants attempted to recruit in violation of their agreements.

22. On Monday, December 26, 2016, for example, Ms. Cromling received a telephone call from Defendant Creek, an individual in Ms. Cromling's upline. Exhibit 2 (Cromling Decl. at ¶ 2), at page 34. Creek said "everything is falling apart" at Nerium, then reported that he and others in Ms. Cromling's upline were leaving Nerium, and that he wanted Ms. Cromling and her husband to go with him. *Id.* Creek told Ms. Cromling that he intended to join Modere, Inc., a competing network marketing company based in Utah. *Id.* During the telephone call, Creek forwarded to Ms. Cromling a marketing video for Modere and encouraged Ms. Cromling and her husband to watch it. *Id.*

23. Creek then offered to fly the couple to Utah, at Modere's expense, to attend a presentation by Modere about the opportunity. *Id.* ¶ 3. Creek told Ms. Cromling that Modere would pay for the travel, the airfare, and the accommodations to attend the presentation. *Id.* Ms. Cromling did not attend the presentation, which was scheduled for Thursday, December 29, 2016. *Id.* Creek said that Ms. Cromling and her husband could, however, attend another presentation in Utah, again at Modere's expense, in the coming weeks because Modere intended to host these presentations periodically over the next month. *Id.*

24. According to Ms. Cromling, Creek has reached out and attempted to solicit others to leave Nerium and join Modere. *Id.* at ¶ 5. For example, Creek and others contacted Dena Peacock, another Nerium brand partner during this same time frame. *Id.* Upon information and belief, Creek conspired with Burdick, Modere, and others to identify Cromling, Peacock and other Brand Partners to solicit and recruit using confidential Nerium information acquired during Creek and Burdick's affiliation with Nerium.

25. Similarly, Monica Dawson, a Three-star National Marketing Director at Nerium, received a text message from Defendant Anna Woodward, on December 27, 2016, asking if Ms.

Dawson was available to talk. Exhibit 3 (Dawson Decl. at ¶ 2), at page 36. Ms. Dawson responded that she was free and Woodward called her. *Id.* After speaking on the phone regarding our Nerium business for five or ten minutes, Woodward said she had something “confidential” that she wanted to share, that she was “going out on a limb,” but wanted to share her plans. *Id.*

26. Woodward then told Ms. Dawson that she intended to leave Nerium. *Id.* ¶ 3. Woodward said that she found a “sleeping giant,” and made the decision to move on from Nerium. *Id.* Woodward reported that some Nerium leaders intended to “submit their resignations” during the first week of January, that it would be “the shot heard round the world,” and that it was “going to really rock” the company. *Id.*

27. Woodward told Ms. Dawson that she intended to join Modere, and that she was talking and working with Defendant Doug Burdick, who was also working with Modere to recruit Nerium Brand Partners. *Id.* at ¶¶ 4-5. Woodward told Dawson that she and Burdick could arrange for a “fly-in” for Dawson and other Nerium Marketing Directors. *Id.* Woodward further told Dawson that all of this could be kept “completely confidential,” further stating: “When you see who all is coming over, trust me, you’re going to wish you had gotten in front of it.” *Id.*

28. Upon information and belief, and based on the declarations submitted with this Application, Individual Defendants used confidential information of the Company to identify, solicit, and recruit Nerium Brand Partners to join Modere. Upon further information and belief, Modere has knowledge of the confidentiality, non-compete and non-solicitation provisions identified above, and despite this knowledge, has provided material assistance to the Individual Defendants to cajole, induce, and encourage Nerium Brand Partners to breach their contracts.

VI. CAUSE OF ACTION FOR BREACH OF CONTRACT
(Individual Defendants)

29. Nerium incorporates herein by reference the allegations set forth in the preceding paragraphs.

30. Nerium entered enforceable contracts with the Individual Defendants, LLC that contains the covenants relating to their competitive activities identified above. The Individual Defendants received valuable consideration for the execution of their contracts, and the contracts are valid and enforceable.

31. Nerium has fully performed its obligations under the contracts.

32. The Individual Defendants have breached one or more of the covenants in their contracts by competing with Nerium and by soliciting Nerium Brand Partners to join Modere.

33. As a result of these breaches of contract, Nerium has been damaged in an amount within this Court's jurisdictional limits and will be imminently and irreparably harmed if the Individual Defendants are not enjoined from further breaches of their contracts.

VII. TORTIOUS INTERFERENCE WITH CONTRACT
(Modere, Inc.)

34. Nerium incorporates herein by reference the allegations set forth in the preceding paragraphs.

35. There is a valid, enforceable, contract between Nerium and the Individual Defendants and its other Brand Partners. Upon information and belief, Modere is aware of these contractual obligations, yet intentionally, maliciously, and willfully chose to induce breaches of these contractual obligations for its own pecuniary benefit.

36. As a result of Modere's actions, Nerium has been damaged in an amount in excess of the jurisdictional limits of this Court.

**VIII. CIVIL CONSPIRACY
(All Defendants)**

37. Plaintiff incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

38. Defendants conspired together to deprive Nerium of its rights and interests. Defendants had a meeting of the minds to accomplish an unlawful purpose: to commit the torts and breaches described herein.

39. Defendants committed the tortious acts and breaches described herein.

40. Nerium has suffered damages as a result of the wrongful acts of Defendants, for which it now seeks recovery from each of them, jointly and severally. Nerium is also entitled to disgorgement of all benefit and unjust enrichment obtained by Defendants that is attributable to their improper actions.

41. Nerium is entitled to exemplary damages as a result of Defendants' actions.

IX. REQUEST FOR INJUNCTIVE RELIEF

42. Nerium incorporates herein by reference the allegations set forth in the preceding paragraphs.

43. As set forth in more detail above, there is no question the Individual Defendants—directly aided and encouraged by Modere—breached their obligation to refrain from competing with Nerium by using Nerium's confidential and proprietary information, trade secrets, and goodwill to solicit Brand Partners to become sales representatives of Modere and by marketing and selling Modere products. Nerium has therefore established, at the very least, a probable right to the relief it seeks upon final hearing.

44. If the Individual Defendants are not immediately restrained from continuing to violate, and from assisting and encouraging other Nerium Brand Partners in violating, their

contractual obligations by marketing and selling the Modere products and recruiting Nerium's Brand Partners to become sales representatives for that company, Nerium will suffer immediate and irreparable injury as a result of the Individual Defendants' continued wrongdoing because Nerium's goodwill and confidential and proprietary information will be compromised. Worse, this information is being used to Nerium's detriment and to directly benefit a competitor. The impact of the Individual Defendants' wrongful use would be difficult or impossible to fully discover and assess.

45. Without the Court's intervention, Nerium will suffer imminent, irreparable harm for which there is no adequate remedy at law. Maintaining a motivated and dedicated salesforce is the lifeblood of Nerium's business. If the Individual Defendants succeed in pillaging a portion of Nerium's network of Brand Partners, Nerium may be unable to recover those critical customer and Brand Partner relationships. And given the structure of Nerium's business, the harm the Individual Defendants are causing has a ripple-effect and infects not only individual Brand Partners, but also their respective networks of associated Brand Partners and customers.

46. The full extent of Nerium's damages, which will continue to occur if the Individual Defendants' conduct is unabated, including lost profits, loss of reputation, and loss of goodwill, are difficult—if not impossible—to assess fully. It is vitally important that this wrongful conduct be stopped and the Individual Defendants' be prohibited from further wrongdoing.

47. In particular, this harm comes as no surprise to Defendants Creek and Woodward, who expressly agreed in the Policies and Procedures that violating the non-solicitation provision would cause Nerium "irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex[]parte temporary restraining order" The same is true for

Defendant Burdick, who agreed “to the entry of an ex parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent” any violation of his Consulting Services Agreement. The only adequate, effective, and complete relief for Nerium is to restrain the Individual Defendants from further engaging in certain proscribed activities, as set forth below.

48. No bond should be necessary for the issuance of the requested restraining order because Nerium is merely seeking to enjoin the Defendants from actions that are clearly prohibited under their contracts with Nerium and under statutory and common law. Nerium is, however, willing to post a bond if the Court deems it necessary and appropriate.

49. For all these reasons, pursuant to TEXAS RULE OF CIVIL PROCEDURE 680 *et seq.* and TEXAS CIVIL PRACTICE AND REMEDIES CODE § 65.001 *et seq.*, and to preserve the status quo during the pendency of this action, Nerium respectfully requests a temporary restraining order, and on hearing, a temporary and permanent injunction, ordering and immediately restraining the Individual Defendants, including their agents, representatives, and all other persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise (collectively, the “Restrained Parties”) on the following terms:

1. The Individual Defendants are prohibited from directly or indirectly recruiting or soliciting any of Nerium’s Brand Partners to join any other direct-sales, multi-level marketing, or network-marketing company, including but not limited to Modere.
2. The Individual Defendants are prohibited from selling any product that is the same or similar to, or competes with, the products of Nerium within the United States of America or any other country where Nerium sells its products.
3. The Individual Defendants are prohibited from inducing or participating in any further breaches of the agreements between Nerium and its Brand Partners;

4. The Individual Defendants are prohibited from enrolling and/or sponsoring any Nerium Brand Partners with any other direct-sales, multi-level marketing, or network-marketing company, including but not limited to Modere.

X. EMERGENCY MOTION FOR EXPEDITED DISCOVERY

50. To establish the full extent of Defendants' wrongful conduct and to help ensure Nerium may seek a temporary injunction that fully addresses such conduct, it will be necessary for Nerium to obtain discovery before the hearing on Nerium's request for a temporary injunction. Because the temporary injunction hearing will be set, at least as an initial matter, within fourteen (14) days from the Court's entry of any temporary restraining order, an emergency exists necessitating expedited discovery in this case.

51. Therefore, Nerium requests, for good cause shown, that the Court require: (i) that Defendants serve responses to five requests for production and five interrogatories propounded by Nerium within five calendar days (including weekends) of service or actual notice, and that such responses be provided in such a manner that they are received by Nerium's counsel on the same day; and (ii) that four depositions, up to three hours each, may be scheduled with five calendar days' notice to the deponent and opposing party.

XI. NERIUM'S ARBITRATION RIGHTS PRESERVED

52. The agreements between the Individual Defendants and Nerium include an arbitration provision. These arbitration provisions expressly provide that the Company may seek injunctive relief in a Court to protect the Company's rights. Nerium fully reserves and does not waive herein the terms of its arbitration agreement or its right to proceed with arbitration.

XII. ATTORNEY'S FEES

53. Pursuant to Chapter 38 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and the relevant agreements, Nerium is entitled to and hereby requests its attorney's fees.

XIII. CONCLUSION & PRAYER

For these reasons, Nerium respectfully requests that Defendants be cited to appear and answer herein, and that: (i) without waiving its right to arbitrate, Nerium be awarded temporary and permanent injunctive relief to prevent irreparable injury and its attorney's fees; (ii) that Nerium be granted expedited discovery; and (iii) for such other and further relief to which Nerium may be justly entitled.

Date: December 30, 2016.

Respectfully submitted,

/s/Andres Correa

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**ATTORNEYS FOR PLAINTIFF
NERIUM INTERNATIONAL, LLC**

CERTIFICATE OF COMPLIANCE

Under Dallas Local Rule 2.02, I certify that on December 30, 2016, I notified the opposing parties (because to the best of my knowledge they are unrepresented by counsel in this case) via email and provided them a copy of this Application for a Temporary Restraining Order and the Proposed Order at least two (2) hours before presenting these documents to the Court for decision. I further certify that to the best of my knowledge, this case is not subject to transfer under Dallas Local Rule 1.06 (Transfer of Related Cases).

/s/ Andres Correa

Andres Correa

4841-4556-0383, v. 1

DECLARATION OF RENEE OLSON

I declare the following is true and correct under penalty of perjury:

1. My name is Renee Olson. I am over the age of twenty-one (21) years old, suffer no legal or mental disabilities, and am fully competent to make this Declaration.

2. I am the Chief Leadership Officer at Nerium International, LLC. My responsibilities at Nerium include acting as a liaison between Nerium's independent contractor sales force and corporate headquarters. I am familiar with the Brand Partner enrollment process and Nerium's business operations.

3. Nerium is a direct-sales company (also called direct-marketing or multi-level marketing) that sells skin-care and other anti-aging products through independent salespeople called "Brand Partners." To become a Brand Partner through Nerium's website, applicants complete an online enrollment application. As part of that process, a Brand Partner must enter an Electronic Signature Agreement, which includes Nerium's Policies and Procedures and Terms of Agreement. This application and agreement are submitted when a prospective Brand Partner checks the "I agree" box to accept these terms and "clicks through" to complete the enrollment process. Nerium's IT system captures the Brand Partner's date of signature, and creates a record of the Brand Partner's agreement to these terms.

4. Brand Partners earn money by selling Nerium's products, often through social media and personal contacts, and by recruiting new Brand Partners to do the same. A Brand Partner's personal recruits, and those people's recruits, and so on, are called a Brand Partner's "downline." Brand Partners receive commissions based not only on their own sales, but also the sales of Brand Partners in their downline. The "upline" is the person who recruited the Brand

DECLARATION OF RENEE OLSON

PAGE 1

Partner, and who recruited that person, and so. Nerium supports its Brand Partners by providing a superior product, commissions and bonuses, training, corporate-level advertising, back-office support, confidential information about customers and sales data, access to a highly sophisticated sales structure, and various other services.

5. Recruiting and retaining salespeople is key to any direct-sales company's success because companies in this industry compete heavily over salespeople and customers. Brand Partners establish critical relationships with customers and other Brand Partners that are the fundamental basis of Nerium's business.

6. Among my other responsibilities, I receive notice when Nerium's Brand Partners are potentially violating the company's Policies and Procedures, which I then investigate and take appropriate steps to correct. In December 2016, I received word that a number of Nerium Brand Partners were cross-recruiting other Nerium's Brand Partners for another direct-sales company called Modere, Inc., which is based in Utah. According to its website, Modere is a direct-sales company that distributes (among other things) various health, wellness, and anti-aging products. While the full extent of Modere's product line and activities is not yet known to Nerium, Modere clearly competes with Nerium's direct-sales structure and business model.

7. Nerium takes these violations very seriously. According to reports that I have received, a number of Nerium Brand Partners, including Don Creek and Anna Woodward, have begun a widespread campaign to recruit other Nerium Brand Partners to join Modere. I have also received reports that Doug Burdick, a consultant for Nerium, is also involved in this campaign to recruit Brand Partners for Modere.

8. I have reviewed the records that Nerium keeps in the ordinary course of business to document Brand Partners' acceptance of their agreements. Those records show that Don Creek

DECLARATION OF RENEE OLSON

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and Anna Woodward entered agreements with Nerium by entering an electronic signature on May 5, 2012 and May 1, 2012, respectively. A true and correct copy of an exigo summary reflecting the Don Creek's online enrollment is attached as **Exhibit 1**. A true and correct copy of an exigo summary reflecting Anna Woodward's online enrollment is attached as **Exhibit 2**. A true and correct copy of relevant excerpts from Nerium's Policies and Procedures, which the both Don Creek and Anna Woodward agreed to, is attached as **Exhibit 3**.

9. I have also attached a true and correct copy of the Consulting Services Agreement between Nerium International, LLC and Doug Burdick, individually, and his company Paradise Life Inc. as **Exhibit 4**.

10. The activities of Don Creek, Anna Woodward, and Doug Burdick have caused widespread confusion and concern in Nerium's salesforce. If they succeed in raiding Nerium's Brand Partners or customers, those relationships can be difficult or impossible to restore. Nerium's ability to maintain a motivated sales force of Brand Partners is essential to Nerium's ability to generate income and receive a return on its investment. Once damage to the relationship between Nerium and its Brand Partners and customers has been inflicted, that damage can be difficult or impossible to repair. Because of Nerium's direct-sale structure, interference with Nerium's relationship with even a single Brand Partner can have uniquely damaging ripple effects and result in far-reaching injury that is difficult to discover and assess. I am not aware of any way to fully discover and calculate the total damage, including lost profits, loss of reputation, confusion in the marketplace, and loss of goodwill, that would be done if these violations continue and spread.

11. Nerium has already started to see the signs of damage resulting from these violations. Since Don Creek, Anna Woodward, and Doug Burdick commenced their cross-

DECLARATION OF RENEE OLSON

PAGE 3

recruiting campaign on behalf of Modere, Nerium has received inquiries from other Brand Partners expressing confusion about the impact of these activities. These violations have harmed, and if not stopped will continue to harm, customers and relationships, which form the foundation of Nerium's business.

JURAT UNDER PENALTY OF PERJURY

My name is Renee Olson, my date of birth is 9/10/1955 and my address
5920 RICH WATER DR
DALLAS, TX 75252 I declare under penalty of perjury that the foregoing is true
and correct.



Renee Olson

Executed in Dallas County, State of Texas, on December 12/29, 2016.

DECLARATION OF RENEE OLSON

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http://vshare.enigo.com/v5.0.827/Menu307?SessionID=1217_279f-4c1b-4933-b748-6d4e8346_d

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United States Policies and Procedures Manual

As a Brand Partner of Nerium International™, LLC (hereafter the "Company"), you are required to understand and comply with all rules, regulations, policies and procedures contained in this Brand Partner Policies & Procedures Manual (the "Policy Manual") that may be published or disseminated by the Company. The Company reserves the right to amend this Policy Manual by publishing or transmitting amendments as it deems appropriate.

The Company honors all federal, state and local regulations governing network marketing and requires every Brand Partner to do the same. It is, therefore, very important that you read and understand the information contained in this Policy Manual. If you have any questions regarding any rule or policy, seek an answer from your Sponsor, upline leader or the Company Department of Ethics and Compliance. The Code of Professional Ethics is included in Section 12 of this Policy Manual; you should review these materials and make them a part of your planning.

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EXHIBIT

3

SECTION SIX: PROPRIETARY INFORMATION

- 6.01 Confidentiality Agreement.** During the term of the Agreement, the Company may supply to Brand Partner confidential, proprietary or trade secret information including, but not limited, to genealogical and downline reports, customer lists, customer information developed by the Company or developed for and on behalf of the Company by Brand Partner (including, but not limited, to credit data, customer and Brand Partner profiles and product purchase information), Brand Partner lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which the Company may designate as confidential, proprietary or trade secret. All such information (whether in written or electronic form) is confidential, proprietary or trade secret to the Company and is transmitted to Brand Partner in strictest confidence on a "need to know" basis for use solely in Brand Partner's business with the Company. Brand Partner shall use Brand Partner's best efforts to keep confidential, proprietary or trade secret information protected and shall not disclose any such information to any third party, directly or indirectly. Brand Partner shall not use the information to compete with the Company or for any purpose other than promoting the Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Brand Partner shall discontinue the use of such confidential, proprietary or trade secret information and promptly return any confidential, proprietary or trade secret information in their possession to the Company.
- 6.02 Copyright Restrictions.** With respect to product purchases from the Company, Brand Partner shall abide by all manufacturers' use restrictions and copyright protections.
- 6.03 Vendors' and Other Business Associates' Confidentiality.** The Company's business relationships with its vendors, manufacturers, suppliers and researchers are confidential. Brand Partner shall not contact, directly or indirectly, speak to or communicate with any supplier, manufacturer or researcher of the Company except at a Company-sponsored event at which the supplier, manufacturer or researcher is present at the request of the Company.

SECTION ELEVEN: GENERAL PROVISIONS

- 11.01 Indemnity Agreement.** Brand Partner agrees to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, that Brand Partner's (a) activities as Brand Partner; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.
- 11.02 Other Services and Products.** No products or services, except for the Company's products or services, shall be sold or shown at any event where the Company's product or services are sold or shown. Except as provided above, a Brand Partner is not restricted from selling other companies' services and products that are not similar to or competitive with the products and services of the Company. However, promotion of direct sales and/or network marketing programs and/or competitive services or products with anyone are strictly prohibited.
- 11.03 Limit on Liability.** To the extent permitted by law, the Company shall not be liable for and Brand Partner releases the Company from and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Brand Partner as a result of (a) the breach by Brand Partner of the Agreement and/or the terms and conditions of the Policy Manual; (b) the operation of Brand Partner's business; (c) any incorrect or wrong data or information provided by Brand Partner; (d) any copyright violation in connection with materials provided by Brand Partner; or (e) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of Brand Partner into the Compensation Plan or the payment of commissions and bonuses.
- 11.04 Limitation of Damages.** To the extent permitted by law, the company and its affiliates, officers, directors, employees and other representatives shall not be liable for and Brand Partner hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non performance, act or omission with respect to the business relationship or other matters between any brand partner and the company, whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damages to Brand Partner shall not exceed and is hereby expressly limited to, the amount of unsold Company programs, services and/or products of the Company owned by Brand Partner and any commissions owed to Brand Partner.
- 11.05 Record Keeping.** The Company encourages Brand Partner to keep complete and accurate records of all Brand Partner's business dealings.
- 11.06 Non-Solicitation and Non-Competition.** Brand Partner acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary and trade secret information of Company and the integrity and stability of the sales force created by other Brand Partners is to prohibit all Brand Partners from recruiting and soliciting of other Brand Partners to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to Brand Partner, for the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to, directly or indirectly, recruit or solicit any of Company's other Brand Partners to join other direct sales, multi-level or network marketing companies.
- For the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to sell any product that is the same or similar to or competes with the products of Company within the United States of America or any other country where Company sells its products.
- Brand Partner agrees not to solicit, directly or indirectly, Company's Brand Partners to purchase services or products, except those of Company, throughout the term of this Agreement.
- 11.07 Amendments.** The Company reserves the right to amend the Agreement, Policy Manual, its retail prices, product availability and the Compensation Plan at any time without prior notice as it deems appropriate. Amendments will be communicated to Brand Partner through official Nerium publications, by posting on the Nerium website or voice and/or e-mail. Amendments are effective and binding on Brand Partner and Nerium thirty (30) days after notice. All amendments are prospective and do not apply to incidents, occurrences or proceedings occurring before the effective date of the amendment. In the event any conflict between the original documents or policies and any such amendment, the amendment will control.

11.08 Non-Waiver Provision. No failure of the Company to exercise any power under the Policy Manual or to insist upon strict compliance by Brand Partner with any obligation or provision herein, and no custom or practice of the parties at variance with this Policy Manual, shall constitute a waiver of the Company's right to demand exact compliance with this Policy Manual. The Company's waiver of any particular default by Brand Partner shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect any way in the rights or obligations of any other Brand Partner. Nor shall any delay or omissions by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

11.09 Arbitration.

a) Except as expressly set forth herein, all disputes, claims or causes of action relating to or arising from any Independent Brand Partner Application, Nerium International Terms of Agreement, Company's Policies and Procedures, and any other Company policies, products and services, the rights and obligations of Company and Brand Partner or any other disputes, claims or causes of action between Brand Partner and any of its officers, directors, employees or affiliates and Company or any of its officers, directors, employees or affiliates whether in tort or contract, shall be settled totally and finally by arbitration in Dallas, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection which Company may use, in addition to or instead of the procedures set forth in section (c) below. The arbitration shall be conducted before a single arbitrator and shall not be conducted on a class-wide, class action or multiple complaining-party basis.

b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against Brand Partner for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.

c) Nothing in this rule shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. Brand Partner hereby agrees that violation of the prohibition on use or disclosure of trade secrets, proprietary or confidential information or the prohibition of the non-solicitation and non-disparagement provisions herein stated will cause Company irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex parte temporary restraining order, preliminary and permanent injunction or any other emergency remedy necessary to prevent said violation.

d) Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement.

11.10 Entire Agreement. This Policy Manual is incorporated into the Agreement, along with the Compensation Plan, and constitutes the entire agreement of the parties regarding their business relationship.

11.11 Governing Law, Jurisdiction and Venue. The Agreement, including this Policy Manual, shall be governed by the laws of the State of Texas, except that any conflict-of-law rule that may require reference to the laws of some other jurisdiction shall be disregarded. The parties further agree that, subject to and without waiver of the requirements of the agreement to arbitrate contained in paragraph 11.09 above, the state and federal courts located in Dallas County, Texas shall be the exclusive forum for litigation of any dispute between or among Brand Partner and any of its officers, directors, employees or affiliates and Company or any of its officers, directors, employees or affiliates, that is permitted to be litigated in court under paragraph 11.09. The parties irrevocably waive any right any of them may have to assert that venue or jurisdiction for any such litigation should lie elsewhere, including, but not limited to, any objection based on forum non conveniens or personal jurisdiction. The parties intend this provision to be a binding, mandatory and exclusive forum-selection clause, subject to and without waiver of the agreement to arbitrate.

11.12 Force Majeure. The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

CONSULTING SERVICES AGREEMENT

This Agreement is made this 1 day of ~~June~~^{September}, 2015 ("Effective Date"), by and between Nerium International, LLC (the "Company"), a Texas limited liability company, Paradise Life Inc., and Doug Burdick (Paradise Life Inc. and Doug Burdick are hereinafter collectively referred to as "Consultant").

The Company and the Consultant hereby agree as follows:

1. Consulting Services

(a) Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the "Services"), as said Exhibit may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement.

2. Compensation and reimbursement.

(a) During the pendency of this Agreement, in consideration for the Services to be rendered by Consultant, Company shall pay to Consultant an annual fee in the amount of \$500,000.00, to be paid in twelve (12) equal monthly installments of \$41,666.66. Paradise Life Inc. and Burdick agree that Company shall make all payments due hereunder directly to Paradise Life Inc. It is understood that the fees herein stipulated cover fees, all costs of operation of Consultant, including benefits attributable to payroll, overhead, wages, and salaries of employees, if any, of Consultant and all applicable taxes. Company will reimburse Consultant for reasonable expenses of Consultant which have been approved in advance and in writing by Company (such approval may be evidenced by the approval of a budget which identifies such items), and which may include approved travel reimbursement, reproduction, printing or copying cost, approved cell phone or other long distance and wireless services. Company may, in its sole discretion, provide Consultant with the use of office space and/or equipment, including a laptop computer, printer, or other types of equipment, for the use by Consultant with regard to the performance of the Services. Any such equipment along with any information contained therein will remain the sole property of Company.

(b) Company shall have the right to terminate this Agreement without cause by giving thirty (30) days written notice to Consultant. In the event that this Agreement is terminated without cause by Company, , Consultant shall be entitled to receive \$500,000 annually for two (2) years following the termination of this Agreement, with such payments to be made in monthly installments as provided in 2(a) herein. This Agreement shall terminate immediately upon the death or permanent disability of Doug Burdick and Company shall make the payments due under this section 2(b) to Paradise Life Inc. No additional compensation, over the amounts specified in this section, shall be payable to Consultant hereunder.

3. Independent contractor status.



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The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Company will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility. Consultant shall pay all applicable payroll, withholding, and other similar taxes of Consultant's own staff, if any, arising out of the performance of Services. Consultant shall provide Consultant's own general liability and workers compensation insurance and shall be solely responsible for any claims arising from Consultant, its employees, or its subcontractors pertaining to the performance of Services. Consultant shall not represent himself to be a "partner", or "officer" of Company, or a principal of Company, and shall not have the right to bind Company to any agreement unless specifically designated with the authority to bind Company by a written instrument signed by appropriate representatives of Company.

4. Confidential Information

(a) The parties acknowledge that in connection with Consultant's Services, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and that Consultant may also create such information within the scope and in the course of performing the Services (hereinafter, subject to the exceptions below, "Company Confidential Information"). Such information may take the form of, for example: documents, business plans, commercial, operational, and financial information, business forecasts and development leads, marketing strategies, plans, and related information, procurement requirements, purchasing and manufacturing information, rates and pricing information, sales and merchandising information, network marketing programs, training programs, market forecasts and projections, strategic marketing plans, customer lists, customer contract terms, marketing representative agreements, lists of marketing representatives ("Brand Partners"), supplier/vendor contract terms, models, forms, contacts, systems, concepts, formulas, processes, designs, presentations, lists, ideas, specifications, drawings, sketches, samples, reports, plans, current and/or historical data, computer programs, software and/or documentation, technical, financial and/or business information; the Company's past, present and future business plans; the Company's strategy for or status of regulatory approval; or the Company's forecasts of sales and sales data.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Company Confidential Information without the Company's prior written consent and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than providing the Services for the benefit of the Company.

(c) To the extent that Consultant has existing relationships, through social media or otherwise, with any of Company's Brand Partners prior to the execution of this Agreement, Consultant may continue such relationships. With respect to current or future Brand Partners that Consultant does not have an existing relationship with as of the Effective Date of this Agreement, Consultant shall not communicate with, consult with, train, or otherwise engage in any relationships, including but not limited to through social media, with those Company's Brand Partners unless approved in writing in advance by the Company.

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(d) Consultant understands that the existence and terms of this Agreement are Confidential Information and shall not discuss the existence and/or terms of this Agreement with any third parties without Company's prior written consent.

5. Covenant against Competition. During the pendency of this agreement and for a period of two (2) years from the date of the termination of this Agreement, unless specifically approved in advance and in writing by Company, Consultant will not, directly or indirectly, own, manage, operate, control, be employed by, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation or control of any business which performs services materially similar to or competitive with those provided by Company and/or is in the business of network marketing of products or services within the United States of America, Mexico, the Commonwealth of Canada, or any other country in which the Company is operating. During the applicable period of this Covenant against Competition, Consultant may submit in writing projects Consultant would like to engage in and Company may approve or reject such projects in Company's sole discretion.

6. Nonsolicitation of Employees and Brand Partners. During the pendency of this agreement and for a period of time equal to the greater of (i) three (3) years from the date of the termination of this Agreement and (ii) such period of time that Consultant is receiving any compensation under the terms of this Agreement, Consultant shall not, either on his or its own account or for any person, firm, partnership, corporation, or other entity, directly or indirectly, (a) solicit, interfere with, or endeavor to cause any other consultant to, supplier of, independent marketing representative, Brand Partner, or distributor for, or employee of, Company to leave, terminate, reduce or limit their current working relationship with Company.

7. Reasonableness of Restrictions. Consultant has carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth in paragraphs 4, 5, and 6 of this Agreement (including, but not limited to, the time periods of restriction in each of such paragraphs and the geographical area of restriction set forth in paragraph 6) are fair and reasonable, are reasonably required for the protection of the interests of Company and have been taken into consideration in connection with the calculation of the compensation to be paid to Consultant and are necessary to protect the interests of Company as a result of the Company Confidential Information that Consultant will be privy to as a result of the performance of the Services as described above.

8. Termination. Consultant shall have the right to terminate this Agreement upon giving thirty (30) days written notice to Company. In the event of termination by Consultant, subject to the general laws of insolvency, Company shall pay to Consultant, within thirty (30) days of termination, all sums due Consultant pursuant to section 2(a) of this Agreement which have fully accrued as of the date of termination but Consultant shall not be entitled to any r compensation outlined in Section 2(b) and the applicable period in Section 5, Covenant Against Competition, shall be reduced to one (1) year from the date of termination.

(a) Company shall have the right to terminate this Agreement, without advance notice "for cause" which, for purposes of this Agreement, shall mean the occurrence of any of the following:

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- (1) Consultant's gross negligence or willful misconduct in the performance or intentional nonperformance of any of Consultant's material duties and responsibilities hereunder, which, in the instance of gross negligence, has a material adverse effect on Company's operations or opportunities;
- (2) misappropriation by Consultant of the assets or opportunities of Company or its affiliates;
- (3) embezzlement or other financial fraud committed by Consultant, at his direction, or with his personal knowledge;
- (4) Consultant's indictment for, conviction of, admission to, or entry of pleas of no contest to any felony;
- (5) Consultant's breach of any material term of this Agreement;
- (6) the occurrence of a reasonably substantiated allegation of sexual harassment conduct towards any of Company's employees or Brand Partners or representatives by Consultant;
- (7) violation by Consultant of any state or federal law, rule or regulation (as determined by a court of competent jurisdiction), excluding traffic citations or class "B" or "C" misdemeanors which do not involve moral turpitude; or
- (8) any other conduct that is detrimental to Company's business or reputation, exposes Company to material, detrimental liability not within the ordinary course and scope of business based upon the act(s) of Consultant.

(b) If Company terminates this Agreement for any of the reasons enumerated in (a)(1)-(8) above, then no compensation shall be due under Section 2(b). However, in the event Company terminates this Agreement for any of the reasons enumerated in (a)(1)-(8) above, then the applicable period in Section 5, Covenant Against Competition, shall be reduced to one (1) year from the date of termination.

9. No Partnership. Nothing in this Agreement shall make Consultant a partner, member, or joint venturer of Company, or a partner in any other entity affiliated or associated with Company or any of its members. Accordingly, it is acknowledged that no fiduciary relationship runs from Company to Consultant and, therefore, Company owes Consultant no fiduciary duty pursuant to the terms of this Agreement. Furthermore, the parties acknowledge that, as between themselves, no special relationship exists as a result of this Agreement.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas. Consultant knowingly and intentionally avails himself to the jurisdiction of the State of Texas.

11. Severability. If, and to the extent, any provision or part of any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, such finding shall not affect the validity or enforceability of this Agreement as a whole or any part of this Agreement. In such a case, this Agreement shall be construed and enforced limiting the provisions(s) in question to the extent that it or they is or are enforceable.

12. Arbitration.

DD
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(a) Except as expressly set forth herein, all disputes, claims, or causes of action relating to or arising this Agreement, or any other disputes, claims or causes of action between Consultant and Company and/or any of its officers, directors, employees, or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration, in Dallas, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection which Company may use, in addition to or instead of the procedures set forth in section (c) below. The arbitration shall be conducted before a single arbitrator, and shall not be conducted on a class-wide, class action, or multiple complaining-party basis.

(b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against Consultant for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.

(c) Nothing in this rule shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. Consultant hereby agrees that violation of the prohibition on use or disclosure of trade secrets, proprietary, or confidential information or the prohibition of the non-solicitation and non-disparagement provisions herein stated will cause Company irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent said violation.

(d) Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

DOUG BURDICK:


Doug Burdick

9-1-2015
Date

PARADISE LIFE INC.:

PH
KC

Kelly Collings
Paradise Life Inc.

9-1-2015
Date

NERIUM INTERNATIONAL, LLC:

By: [Signature]

9/10/15
Date

[Signature]

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT

This First Amendment to Consulting Services Agreement ("Amendment") made this 25th day of November, 2015 ("Effective Date") by and between Nerium International, LLC ("Nerium"), a Texas limited liability company and Paradise Life, Inc. and Doug Burdick (collectively referred to as "Consultant"). Nerium and Consultant shall be individually referred to as "Party" and collectively as "Parties."

Nerium and Consultant entered into that certain Consulting Services Agreement ("Agreement") dated effective September 1, 2015.

Nerium and Consultant now desire to amend the terms of the Agreement, as more particularly set forth below:

1. The following is added to Section 2(a) of the Agreement and shall hereafter be and read as follows:

Consultant shall receive one payment of \$41,666.66 upon execution of this Amendment, and \$20,833.33 on December 5, 2015. The Parties agree that upon Consultant's receipt of \$20,833.33 on December 5, 2015, that no other monies are due for 2015. Consultant shall receive standard monthly payment terms set forth in Section 2(a) beginning January 5, 2016, with each monthly payment due on the 5th of each month.

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. This Amendment embodies the entire agreement between Nerium and Consultant with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, Nerium and Consultant have executed and delivered this Amendment effective as of the Effective Date.

Nerium International, LLC

By: [Signature]
Name: Jeff Branch
Title: Treasurer
Date: 11-25-15

Paradise Life, Inc.

By: [Signature]
Name: Kelly Collins
Title: President
Date: 11/25/15

Doug Burdick, Individually

By: [Signature]
Date: 11/25/15

DECLARATION OF JEN CROMLING

I declare the following is true and correct under penalty of perjury:

1. My name is Jen Cromling. I am a National Marketing Director at Nerium International, LLC (“Nerium”). In layman’s terms, that means I am a high-ranking independent salesperson for Nerium. I sell Nerium products and lead a team of people in a sales network beneath me (known as my “downline”), and I am part of a team above me (known as my “upline”).

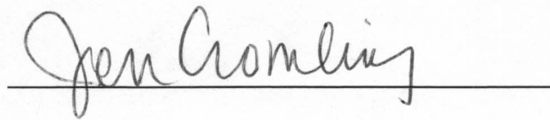
2. On Monday, December 26, 2016, I received a telephone call from Don Creek, who is an individual in my upline. Don said “everything is falling apart” at Nerium. He then reported that he and others in my upline “were leaving Nerium,” and that he “wanted [my husband and I] to go with him.” He told me that he intends to join Modere, Inc., a competing network marketing company based in Utah. During our telephone call, he forwarded to me a marketing video for Modere and encouraged my husband and I to watch it.

3. Don offered to fly my husband and me to Utah at Modere’s expense to attend a presentation by Modere about the opportunity. Don told me that Modere would pay for the travel, the airfare, and the accommodations. Don said that “a lot of people” were leaving Nerium, that I would “be surprised by some of the names,” and that the number “would easily fill a theater room in Utah.” We did not attend the presentation, which was scheduled for Thursday, December 29, 2016. Don said that we could, however, attend another presentation in Utah, again at Modere’s expense, in the coming weeks because Modere intended to host these presentations periodically over the next month.

4. I'm willing to give this statement because I am so concerned about the damage Don and others are doing to the Nerium business and the businesses of other people at Nerium. I believe Don and others intend to make a big splash in the coming weeks, starting this weekend, to start a chain reaction of people leaving the company.

5. I am sure Don has reached out and attempted to solicit others to leave Nerium and join Modere. For example, I know that Don and others contacted Dena Peacock, another Nerium brand partner with whom I am familiar shortly after speaking with me. If Don and the others succeed, it will seriously damage my business and the business of other people I work with in Nerium, and will take money directly out of our pockets by harming our sales and recruitment.

My name is Jen Cromling, my date of birth is March 25, 1975, and my address is 3240 Songwood Dr., Edmond, OK, 73003, USA. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in cursive script, reading "Jen Cromling", is written over a horizontal line.

Jen Cromling

Executed in Oklahoma County, State of Oklahoma, on December 29, 2016.

DECLARATION OF MONICA DAWSON

I declare the following is true and correct under penalty of perjury:

1. My name is Monica Dawson. I am a Three-star National Marketing Director at Nerium International, LLC (“Nerium”). In layman’s terms, that means I am a high-ranking independent salesperson for Nerium. I sell Nerium products and lead a team of people in a sales network beneath me (known as my “downline”), and I am part of a team above me (known as my “upline”).

2. On Tuesday, December 27, 2016, I received a text message from Anna Woodward asking if I had time to chat (*see* attached text chain). I responded that I was free and she called me. After speaking on the phone regarding our Nerium business for five or 10 minutes, she said she had something confidential she wanted to share, that she was “going out on a limb,” but immensely respected my husband, John, and I, and believed that he and I deserved to know her plans.

3. Anna then told me that she intended to leave Nerium. She said that she found a “sleeping giant,” and made the decision to move on from Nerium. She reported that some 25 Nerium National Marketing Directors intended to “submit their resignations” during the first week of January, that it would be “the shot heard round the world,” and that it was “going to really rock” the company.

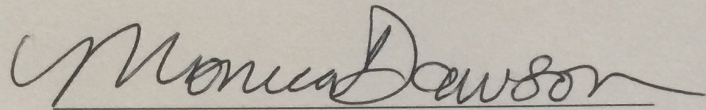
4. Anna told me that she intended to join Modere, Inc., a competing network marketing company. She told me that she was talking and working with Doug Burdick, who was also working with Modere. She said Doug could arranged for a “fly-in” for her and other Nerium Marketing Directors.

5. I told Anna that I was not interested because I did not want to start all over again with a different company. Anna said that I would not be starting over because people would go with me, then offered to fly me in to visit with Modere, and that all of this would be kept “completely confidential.” She said: “When you see who all is coming over, trust me, you’re going to wish you had gotten in front of it.”

6. I told her that I would think on it but that I am loyal, perhaps to a fault. I told her I made a decision that this was a ten-year gig for me. We wished each other well and ended our call. I attached screenshots of a text she accidentally sent me immediately following the call, which was likely intended for her husband.

7. I’m willing to give this statement because I am so concerned about the damage Anna, Doug, and others are doing to the Nerium business and the businesses of other people at Nerium. I believe Anna, Doug, and others intend to make a big splash in the coming weeks to start a chain reaction of people leaving the company. I am sure Anna has reached out and attempted to solicit others to leave Nerium and join Modere. My statement covers only the activities I know about, but there are likely many more similar occurrences throughout our sales network. If Anna and Doug succeed, it will seriously damage my business and the business of other people I work with in Nerium, and will take money directly out of our pockets by harming our sales and recruitment.

My name is Monica Dawson, my date of birth is October 1, 1974, and my address 2612 Camille Dr., Lewisville, TX 75056, USA. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in cursive script that reads "Monica Dawson". The signature is written in dark ink and is positioned above a horizontal line.

Executed in Denton County, State of Texas, on December 29, 2016.

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Anna

Merry Christmas to the Dawson's!!!! Monica I appreciate your friendship so much and admire your business savvy!! Could we find time to catch up soon? Enjoy the precious moments with your family 💕💕

Hello my dear! Thank you for your sweet message. And merry Christmas to you as well! How are you doing? I've got a few minutes as I had to pick up my son if you want to chat now.

Well that was a very good talk - she's not ready but she will come to me when she is.... Promises confidentiality

Promised

Oh dear that was to my husband... Ops

I should t text without my glasses 😊



Text Message



EXHIBIT B

CAUSE NO. _____

<p>NERIUM INTERNATIONAL, LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>DOUG BURDICK, DON CREEK,</p> <p>ANNA WOODWARD, and</p> <p>MODERE, INC.,</p> <p>Defendants.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>IN THE DISTRICT COURT OF</p> <p>DALLAS COUNTY, TEXAS</p> <p>_____ JUDICIAL DISTRICT</p>
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ORDER GRATING PLAINTIFF’S APPLICATION FOR TEMPORARY RESTRAINING ORDER AND APPLICATION FOR EXPEDITED DISCOVERY

Before the Court is Plaintiff Nerium International, LLC’s (“Nerium”) Application for Temporary Restraining Order and Application for Expedited Discovery against Defendants Doug Burdick, Don Creek, Anna Woodward (collectively, the “Individual Defendants”), and Modere, Inc. (together with the Individual Defendants, “Defendants”).

It appears from the facts set forth in Nerium’s Application that unless the Individual Defendants are immediately restrained, Nerium would suffer imminent, irreparable injury with no adequate remedy at law. Specifically, if the Individual Defendants are not immediately restrained from continuing to violate, and from assisting and encouraging other Nerium Brand Partners in violating, their contractual obligations by marketing and selling the Modere Inc. products and recruiting Nerium’s Brand Partners to become sales representatives for that company, Nerium will suffer immediate and irreparable injury as a result of the Individual Defendants’ continued wrongdoing because Nerium’s goodwill and confidential and proprietary information will be compromised and subject to misuse by a competitor of Nerium. The impact of the Individual Defendants’ wrongful use would be difficult or impossible to fully discover and assess.

Further, if the Individual Defendants succeed in soliciting a portion of Nerium's network of Brand Partners, Nerium may be unable to recover those critical customer and Brand Partner relationships. Given the structure of Nerium's business as a direct, multi-level marketing company, the harm the Individual Defendants would cause could have a ripple-effect that impacts not only individual Brand Partners, but also their respective networks of associated Brand Partners and customers. The full extent of Nerium's damages, which would continue to occur if the Individual Defendants' conduct is unabated, including lost profits, loss of reputation, and loss of goodwill, are difficult—if not impossible—to assess fully.

Individual Defendants Creek and Woodward expressly agreed when they agreed to become Nerium Brand Partners that violating the non-solicitation provision would cause Nerium “irreparable injury for which there is no adequate remedy at law” The same is true for Individual Defendant Burdick, who agreed “to the entry of an ex parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent” any violation of his Consulting Services Agreement.

Additionally, it appears that Nerium would likely succeed on the merits of its claims against the Individual Defendants, and a balancing of the equities between Plaintiff and the Individual Defendants favors the issuance of a temporary restraining order to preserve the status quo between the parties pending resolution of their dispute.

Therefore, having considered the Application, the arguments of counsel, and all evidence properly before it, the Court ORDERS as follows:

1. The Individual Defendants are prohibited from directly or indirectly recruiting or soliciting any of Nerium's Brand Partners to join any other direct-sales, multi-level marketing, or network-marketing company, including but not limited to Modere.

2. The Individual Defendants are prohibited from selling any product that is the same or similar to, or competes with, the products of Nerium within the United States of America or any other country where Nerium sells its products.
3. The Individual Defendants are prohibited from inducing or participating in any further breaches of the agreements between Nerium and its Brand Partners;
4. The Individual Defendants are prohibited from enrolling and/or sponsoring any Nerium Brand Partners with any other direct-sales, multi-level marketing, or network-marketing company, including but not limited to Modere.

The Court further orders that Defendants shall respond to the following discovery, on an expedited basis, as follows: (i) Defendants shall serve responses to up to five requests for production and five interrogatories propounded by Nerium within five calendar days (including weekends) of service or actual notice, and such responses shall be provided in such a manner that they are received by Nerium's counsel on the same day; and (ii) Nerium may notice up to four depositions, each lasting no more than three hours each, on five calendar days' notice to the deponent and opposing party.

This order is without prejudice to any of Nerium's contractual rights to compel arbitration.

IT IS FURTHER ORDERED that a Temporary Injunction hearing be held before the Judge of the above-named court, on _____, 2017, at _____ o'clock __.m.

The clerk of the above-titled Court shall forthwith, on the filing by Defendant of the bond hereinafter required, and on approving same according to law, issue a temporary restraining order in conformity with the law and terms of this Order.

This Order shall not be effective unless and until Defendant executes and files with the clerk a bond, in conformity with the law, in the amount of _____ Dollars (\$_____).

IT IS SO ORDERED.

SIGNED this 30th day of December, 2017, at _____ o'clock __.m.

PRESIDING JUDGE

EXHIBIT C

CAUSE NO. DC-16-16485

NERIUM INTERNATIONAL, LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
DOUG BURDICK, DON CREEK,	§	
ANNE WOODWARD, JULIE	§	
WALDIE, AND MODERE,	§	
INC.,	§	
	§	
Defendants.	§	191st JUDICIAL DISTRICT

**PLAINTIFF’S FIRST AMENDED ORIGINAL PETITION, APPLICATION FOR
TEMPORARY RESTRAINING ORDER, TEMPORARY AND PERMANENT
INJUNCTION, AND APPLICATION FOR EXPEDITED DISCOVERY**

TO THE HONORABLE COURT:

Plaintiff Nerium International, LLC (“Nerium”) files this First Amended Original Petition, Application for Temporary Restraining Order, Temporary and Permanent Injunction, and Application for Expedited Discovery against Defendants Doug Burdick, Don Creek, Anna Woodward, and Modere, Inc. (collectively, “Defendants”) and respectfully shows as follows:

I. SUMMARY

1. Nerium seeks a temporary-restraining order to prevent two of its high-ranking salespeople and a paid Nerium consultant from raiding Nerium’s salesforce and customers, in direct violation of their non-competition and non-solicitation agreements, for a competing company named Modere, Inc. Modere, apparently unable to achieve any success whatsoever as a network-marketing company on its own merits, has had to resort to stealing distributors from Nerium. As shown below, Modere has conspired with Defendants Burdick, Creek, and

Woodward (together, the “Individual Defendants”), with knowledge of their respective restrictive covenants, to poach unlawfully Nerium’s Brand Partners away from Nerium.

2. Indeed, the Individual Defendants and Modere have recently engaged in an organized and coordinated campaign to solicit, recruit, and enroll as many Nerium Brand Partners as possible before the end of 2016. But Modere has no intention to compete fairly or honestly. Because the quality of Modere’s products and sales force are apparently not enough to recruit legitimately any salespeople into the Modere sales organization, Modere has induced the Individual Defendants and other Nerium Brand Partners to violate their confidentiality, non-competition and non-solicitation agreements with Nerium. Among other things, Modere and the Individual Defendants are offering all-expense paid trips to Utah, and even cash bonuses and other incentives, to Nerium Brand Partners to convince them to enroll with Modere and use Nerium’s highly confidential Brand Partner contact information to solicit other Nerium Brand Partners to follow them to Modere.

3. As further shown below, Nerium and its independent sales force will suffer immediate, irreparable harm if these unlawful practices are allowed to continue. In fact, the Defendants are planning to publicly announce their departures to Modere via social media on Saturday, December 31, 2016, taking advantage of the long holiday weekend to recruit other Nerium Brand Partners while Nerium would be unable to seek relief from any court to protect its business and, more importantly, the businesses of more than one hundred thousand Brand Partners, who depend on their Nerium businesses to support their families. Accordingly, Nerium respectfully requests that this Court grant immediate injunctive relief to protect the status quo.

II. RELIEF SOUGHT & DISCOVERY LEVEL

4. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 47, and without waiving its right to arbitrate, Nerium seeks immediate and permanent injunctive relief to prevent irreparable injury, and seeks recovery of its attorney's fees, which is currently less than \$100,000.

5. Nerium intends to conduct discovery under a Level 3 Discovery Control Plan and requests expedited discovery.

III. PARTIES

6. Nerium is a limited liability company organized under Texas law, with its principal place of business in Addison, Texas.

7. Defendant Modere, Inc. is a Utah corporation headquartered at 588 South 2000 West Springville, Utah 84663. Its registered agent for service of process is Michelle Wilson, located at 588 South 2000 West Springville, Utah 84663. Because Modere has failed to maintain a registered agent in Texas, it may be served through the Texas Secretary of State as its registered agent, or wherever else it may be found.

8. Defendant Doug Burdick is an individual who can be served with process at his residence, 675 White Pine Circle, Lake in the Hills, Illinois 60156, or wherever else he may be found.

9. Defendant Don Creek is an individual who can be served with process at his residence, 1226 South Raintree Place, Springfield, Missouri 65809, or wherever else he may be found.

10. Defendant Anna Woodward is an individual who can be served with process at her residence, 25745 SE 27th Street, Sammamish, Washington 98075, or wherever else she may be found

11. Defendant Julie Waldie is an individual who can be served with process at her residence, 104 Russell Court, Weatherford, Texas 76087, or wherever else she may be found.

IV. JURISDICTION AND VENUE

12. The Court has jurisdiction because the damages sought are within the Court's jurisdictional limits, and further because Defendants Burdick, Creek, Waldie and Woodward (collectively, the "Individual Defendants") consented to jurisdiction in Texas. Likewise, the Court has jurisdiction over Defendant Modere because it has purposefully availed itself of the privileges and benefits of conducting business in Texas. Nerium's claims relate to and arise out of Modere's forum contacts, specifically its attempt to raid Nerium's salesforce, which is headquartered in Addison, Texas. Exercising personal jurisdiction comports with traditional notions of fair play and substantial justice. Jurisdiction is also proper under the Texas long-arm statute because Modere has, on information and belief, committed torts in whole or in part in Texas. TEX. CIV. PRAC. & REM. CODE § 17.042(1).

13. Venue is proper because Defendants Burdick, Creek, and Woodward contractually agreed to venue in Dallas County, Texas. In addition, a substantial part of the acts or omissions giving rise to Nerium's claims occurred in Dallas County, Texas. Because Nerium's claims against Modere arise out of the same transaction, occurrence, or series of transactions or occurrences as those against the individual defendants, venue is also proper as to Modere. TEX. CIV. PRAC. & REM. CODE § 15.005.

V. FACTUAL BACKGROUND

A. Nerium International

14. Nerium is a direct-sales company (also called direct-marketing or multi-level marketing) that sells anti-aging products through an independent sales force called “Brand Partners.” Exhibit 11 (Olson Decl. at ¶ 3), at page 17.

15. Nerium’s Brand Partners earn money by selling Nerium’s products, often through social media and personal contacts, and by recruiting new Brand Partners to do the same. *Id.* at ¶ 4. A Brand Partner’s personal recruits, and those people’s recruits, and so on, are called the Brand Partner’s “downline.” *Id.* Brand Partners receive commissions both on their own sales and on sales in their downline. *Id.* The “upline” is the person who recruited the Brand Partner, and the people who recruited that person, and so on. *Id.* Nerium supports its Brand Partners by providing superior products, commissions and bonuses, training, corporate-level advertising, back-office support, confidential information about customers and sales data, access to a highly sophisticated sales structure, and various other benefits. *Id.*

16. Brand Partners establish relationships with customers and other Brand Partners, which drive Nerium’s sales and growth in the marketplace. Not surprisingly, recruiting and retaining salespeople is the key to any direct-sales company. *Id.* at ¶ 5. Because the industry is fiercely competitive, other direct-sales companies will attempt to coax away salespeople to work on their behalf. When the recruitment activities of those salespeople involves raiding their existing network of salespeople, it is referred to as cross-recruiting. And because Nerium’s business is essentially a network of people, any such violations harm not only Nerium, but also the network of other Brand Partners who generate income from their downlines.

¹ the exhibits are incorporated by reference

B. Defendants Creek, Woodward, and Waldie Enroll as a Brand Partners and Agree to Important Covenant Not to Compete or Solicit Brand Partners.

17. Defendant Don Creek and Anna Woodward applied to become Brand Partners by completing online enrollment applications through Nerium's website on May 5, 2016 and May 1, 2016, respectively. *Id.* at ¶ 8. Upon information and belief, Waldie applied to be a Brand Partner at or about the same time. For his part, Don Creek enrolled with his wife Marilyn Creek, and they operated their account jointly. As part of their electronic enrollment process, Brand Partners must enter an Electronic Signature Agreement, which includes Nerium's Policies and Procedures and Terms of Agreement. *Id.* at ¶ 3. This application and agreement are submitted when a prospective Brand Partner checks the "I agree" box to accept these terms and "clicks through" to complete the enrollment process. *Id.* Nerium's IT system captures the Brand Partner's date of signature, and creates a record of the Brand Partner's agreement to these terms. *Id.*

18. Creek, Woodward, and Waldie agreed by virtue of their Brand Partner position (and the many related benefits) that they would be granted access to Nerium's confidential information and trade secrets, and be provided with the opportunity to develop goodwill through customer and Brand Partner relationships. Exhibit 1 (Olson Decl. at ¶ 8, Ex. 3, § 11.06), at page 25. They also agreed to important non-solicitation and non-competition covenants, which provide in relevant part:

Non-Solicitation and Non-Competition. Brand Partner acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary and trade secret information of Company and the integrity and stability of the sales force created by other Brand Partners is to prohibit all Brand Partners from recruiting and soliciting of other Brand Partners to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to Brand Partner, for the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to, directly or

indirectly, recruit or solicit any of Company's other Brand Partners to join other direct sales, multi-level or network marketing companies.

For the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to sell any product that is the same or similar to or competes with the products of Company within the United States of America or any other country where Company sells its products.

Brand Partner agrees not to solicit, directly or indirectly, Company's Brand Partners to purchase services or products, except those of Company, throughout the term of this Agreement.

Id. at ¶ 8, Ex. 3, § 11.06.

19. These provisions do not unreasonably restrict the ability of Brand Partners to earn a living or generate income through other sales efforts. The recruiting restrictions are limited to protecting Nerium's salesforce.

C. Defendant Burdick Also Agreed Not to Compete or Solicit Nerium Brand Partners.

20. On September 1, 2015, Defendant Doug Burdick executed a Consulting Services Agreement on behalf of himself, individually, and his company Paradise Life. In executing the Agreement, Burdick agreed to certain confidentiality, non-competition, and non-solicitation provisions. Specifically, he agreed: (a) not to use the confidential information of the Company for any purposes other than to provide consulting services for the Company; and (b) not to communicate with, consult with, train, or otherwise engage in any relationships with Brand Partners with whom you did not have an existing relationship with as of the Effective Date of the Agreement, unless approved in writing in advance by the Company.

21. Similarly, Burdick agreed: (c) not to own, manage, operate, control, be employed by, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation or control of any business which performs services materially similar to or competitive with those provided by the Company and/or is in the business of network marketing of products or services within the United States, Mexico, or

Canada, or any other country in which the Company is operating; and (d) not to solicit, interfere with, or endeavor to cause any other consultant to, supplier of, independent marketing representative, Brand Partner, or distributor for, or employee of, the Company to leave, reduce or limit their current working relationship with the Company.

D. The Individual Defendants Breached Their Agreements By Cross-Recruiting For Modere, a Direct Competitor.

22. The Individual Defendants have breached their agreements with Nerium. Nerium's Application is supported by the Declarations of Jen Cromling and Monica Dawson, two of the people the Individual Defendants attempted to recruit in violation of their agreements.

23. On Monday, December 26, 2016, for example, Ms. Cromling received a telephone call from Defendant Creek, an individual in Ms. Cromling's upline. Exhibit 2 (Cromling Decl. at ¶ 2), at page 34. Creek said "everything is falling apart" at Nerium, then reported that he and others in Ms. Cromling's upline were leaving Nerium, and that he wanted Ms. Cromling and her husband to go with him. *Id.* Creek told Ms. Cromling that he intended to join Modere, Inc., a competing network marketing company based in Utah. *Id.* During the telephone call, Creek forwarded to Ms. Cromling a marketing video for Modere and encouraged Ms. Cromling and her husband to watch it. *Id.*

24. Creek then offered to fly the couple to Utah, at Modere's expense, to attend a presentation by Modere about the opportunity. *Id.* ¶ 3. Creek told Ms. Cromling that Modere would pay for the travel, the airfare, and the accommodations to attend the presentation. *Id.* Ms. Cromling did not attend the presentation, which was scheduled for Thursday, December 29, 2016. *Id.* Creek said that Ms. Cromling and her husband could, however, attend another presentation in Utah, again at Modere's expense, in the coming weeks because Modere intended to host these presentations periodically over the next month. *Id.*

25. According to Ms. Cromling, Creek has reached out and attempted to solicit others to leave Nerium and join Modere. *Id.* at ¶ 5. For example, Creek and others contacted Dena Peacock, another Nerium brand partner during this same time frame. *Id.* Upon information and belief, Creek conspired with Burdick, Modere, and others to identify Cromling, Peacock and other Brand Partners to solicit and recruit using confidential Nerium information acquired during Creek and Burdick's affiliation with Nerium.

26. Similarly, Monica Dawson, a Three-star National Marketing Director at Nerium, received a text message from Defendant Anna Woodward, on December 27, 2016, asking if Ms. Dawson was available to talk. Exhibit 3 (Dawson Decl. at ¶ 2), at page 36. Ms. Dawson responded that she was free and Woodward called her. *Id.* After speaking on the phone regarding our Nerium business for five or ten minutes, Woodward said she had something "confidential" that she wanted to share, that she was "going out on a limb," but wanted to share her plans. *Id.*

27. Woodward then told Ms. Dawson that she intended to leave Nerium. *Id.* ¶ 3. Woodward said that she found a "sleeping giant," and made the decision to move on from Nerium. *Id.* Woodward reported that some Nerium leaders intended to "submit their resignations" during the first week of January, that it would be "the shot heard round the world," and that it was "going to really rock" the company. *Id.*

28. Woodward told Ms. Dawson that she intended to join Modere, and that she was talking and working with Defendant Doug Burdick, who was also working with Modere to recruit Nerium Brand Partners. *Id.* at ¶¶ 4-5. Woodward told Dawson that she and Burdick could arrange for a "fly-in" for Dawson and other Nerium Marketing Directors. *Id.* Woodward further told Dawson that all of this could be kept "completely confidential," further stating: "When you see who all is coming over, trust me, you're going to wish you had gotten in front of it." *Id.*

29. Upon information and belief, and based on the declarations submitted with this Application, Individual Defendants used confidential information of the Company to identify, solicit, and recruit Nerium Brand Partners to join Modere. Upon further information and belief, Modere has knowledge of the confidentiality, non-compete and non-solicitation provisions identified above, and despite this knowledge, has provided material assistance to the Individual Defendants to cajole, induce, and encourage Nerium Brand Partners to breach their contracts.

VI. CAUSE OF ACTION FOR BREACH OF CONTRACT
(Individual Defendants)

30. Nerium incorporates herein by reference the allegations set forth in the preceding paragraphs.

31. Nerium entered enforceable contracts with the Individual Defendants, LLC that contains the covenants relating to their competitive activities identified above. The Individual Defendants received valuable consideration for the execution of their contracts, and the contracts are valid and enforceable.

32. Nerium has fully performed its obligations under the contracts.

33. The Individual Defendants have breached one or more of the covenants in their contracts by competing with Nerium and by soliciting Nerium Brand Partners to join Modere.

34. As a result of these breaches of contract, Nerium has been damaged in an amount within this Court's jurisdictional limits and will be imminently and irreparably harmed if the Individual Defendants are not enjoined from further breaches of their contracts.

VII. TORTIOUS INTERFERENCE WITH CONTRACT
(Modere, Inc.)

35. Nerium incorporates herein by reference the allegations set forth in the preceding paragraphs.

36. There is a valid, enforceable, contract between Nerium and the Individual Defendants and its other Brand Partners. Upon information and belief, Modere is aware of these contractual obligations, yet intentionally, maliciously, and willfully chose to induce breaches of these contractual obligations for its own pecuniary benefit.

37. As a result of Modere's actions, Nerium has been damaged in an amount in excess of the jurisdictional limits of this Court.

VIII. CIVIL CONSPIRACY (All Defendants)

38. Plaintiff incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

39. Defendants conspired together to deprive Nerium of its rights and interests. Defendants had a meeting of the minds to accomplish an unlawful purpose: to commit the torts and breaches described herein.

40. Defendants committed the tortious acts and breaches described herein.

41. Nerium has suffered damages as a result of the wrongful acts of Defendants, for which it now seeks recovery from each of them, jointly and severally. Nerium is also entitled to disgorgement of all benefit and unjust enrichment obtained by Defendants that is attributable to their improper actions.

42. Nerium is entitled to exemplary damages as a result of Defendants' actions.

IX. REQUEST FOR INJUNCTIVE RELIEF

43. Nerium incorporates herein by reference the allegations set forth in the preceding paragraphs.

44. As set forth in more detail above, there is no question the Individual Defendants—directly aided and encouraged by Modere—breached their obligation to refrain

from competing with Nerium by using Nerium's confidential and proprietary information, trade secrets, and goodwill to solicit Brand Partners to become sales representatives of Modere and by marketing and selling Modere products. Nerium has therefore established, at the very least, a probable right to the relief it seeks upon final hearing.

45. If the Individual Defendants are not immediately restrained from continuing to violate, and from assisting and encouraging other Nerium Brand Partners in violating, their contractual obligations by marketing and selling the Modere products and recruiting Nerium's Brand Partners to become sales representatives for that company, Nerium will suffer immediate and irreparable injury as a result of the Individual Defendants' continued wrongdoing because Nerium's goodwill and confidential and proprietary information will be compromised. Worse, this information is being used to Nerium's detriment and to directly benefit a competitor. The impact of the Individual Defendants' wrongful use would be difficult or impossible to fully discover and assess.

46. Without the Court's intervention, Nerium will suffer imminent, irreparable harm for which there is no adequate remedy at law. Maintaining a motivated and dedicated salesforce is the lifeblood of Nerium's business. If the Individual Defendants succeed in pillaging a portion of Nerium's network of Brand Partners, Nerium may be unable to recover those critical customer and Brand Partner relationships. And given the structure of Nerium's business, the harm the Individual Defendants are causing has a ripple-effect and infects not only individual Brand Partners, but also their respective networks of associated Brand Partners and customers.

47. The full extent of Nerium's damages, which will continue to occur if the Individual Defendants' conduct is unabated, including lost profits, loss of reputation, and loss of goodwill, are difficult—if not impossible—to assess fully. It is vitally important that this

wrongful conduct be stopped and the Individual Defendants' be prohibited from further wrongdoing.

48. In particular, this harm comes as no surprise to Defendants Creek and Woodward, who expressly agreed in the Policies and Procedures that violating the non-solicitation provision would cause Nerium "irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex[]parte temporary restraining order" The same is true for Defendant Burdick, who agreed "to the entry of an ex parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent" any violation of his Consulting Services Agreement. The only adequate, effective, and complete relief for Nerium is to restrain the Individual Defendants from further engaging in certain proscribed activities, as set forth below.

49. No bond should be necessary for the issuance of the requested restraining order because Nerium is merely seeking to enjoin the Defendants from actions that are clearly prohibited under their contracts with Nerium and under statutory and common law. Nerium is, however, willing to post a bond if the Court deems it necessary and appropriate.

50. For all these reasons, pursuant to TEXAS RULE OF CIVIL PROCEDURE 680 *et seq.* and TEXAS CIVIL PRACTICE AND REMEDIES CODE § 65.001 *et seq.*, and to preserve the status quo during the pendency of this action, Nerium respectfully requests a temporary restraining order, and on hearing, a temporary and permanent injunction, ordering and immediately restraining the Individual Defendants, including their agents, representatives, and all other persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise (collectively, the "Restrained Parties") on the following terms:

1. The Individual Defendants are prohibited from directly or indirectly recruiting or soliciting any of Nerium's Brand Partners to join any other direct-sales, multi-

level marketing, or network-marketing company, including but not limited to Modere.

2. The Individual Defendants are prohibited from selling any product that is the same or similar to, or competes with, the products of Nerium within the United States of America or any other country where Nerium sells its products.
3. The Individual Defendants are prohibited from inducing or participating in any further breaches of the agreements between Nerium and its Brand Partners;
4. The Individual Defendants are prohibited from enrolling and/or sponsoring any Nerium Brand Partners with any other direct-sales, multi-level marketing, or network-marketing company, including but not limited to Modere.

X. EMERGENCY MOTION FOR EXPEDITED DISCOVERY

51. To establish the full extent of Defendants' wrongful conduct and to help ensure Nerium may seek a temporary injunction that fully addresses such conduct, it will be necessary for Nerium to obtain discovery before the hearing on Nerium's request for a temporary injunction. Because the temporary injunction hearing will be set, at least as an initial matter, within fourteen (14) days from the Court's entry of any temporary restraining order, an emergency exists necessitating expedited discovery in this case.

52. Therefore, Nerium requests, for good cause shown, that the Court require: (i) that Defendants serve responses to five requests for production and five interrogatories propounded by Nerium within five calendar days (including weekends) of service or actual notice, and that such responses be provided in such a manner that they are received by Nerium's counsel on the same day; and (ii) that four depositions, up to three hours each, may be scheduled with five calendar days' notice to the deponent and opposing party.

XI. NERIUM'S ARBITRATION RIGHTS PRESERVED

53. The agreements between the Individual Defendants and Nerium include an arbitration provision. These arbitration provisions expressly provide that the Company may seek

injunctive relief in a Court to protect the Company's rights. Nerium fully reserves and does not waive herein the terms of its arbitration agreement or its right to proceed with arbitration.

XII. ATTORNEY'S FEES

54. Pursuant to Chapter 38 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and the relevant agreements, Nerium is entitled to and hereby requests its attorney's fees.

XIII. CONCLUSION & PRAYER

For these reasons, Nerium respectfully requests that Defendants be cited to appear and answer herein, and that: (i) without waiving its right to arbitrate, Nerium be awarded temporary and permanent injunctive relief to prevent irreparable injury and its attorney's fees; (ii) that Nerium be granted expedited discovery; and (iii) for such other and further relief to which Nerium may be justly entitled.

Date: December 30, 2016.

Respectfully submitted,

/s/Andres Correa

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**ATTORNEYS FOR PLAINTIFF
NERIUM INTERNATIONAL, LLC**

CERTIFICATE OF COMPLIANCE

Under Dallas Local Rule 2.02, I certify that on December 30, 2016, I notified the opposing parties (because to the best of my knowledge they are unrepresented by counsel in this case) via email and provided them a copy of this Application for a Temporary Restraining Order and the Proposed Order at least two (2) hours before presenting these documents to the Court for decision. I further certify that to the best of my knowledge, this case is not subject to transfer under Dallas Local Rule 1.06 (Transfer of Related Cases).

/s/ Andres Correa

Andres Correa

DECLARATION OF RENEE OLSON

I declare the following is true and correct under penalty of perjury:

1. My name is Renee Olson. I am over the age of twenty-one (21) years old, suffer no legal or mental disabilities, and am fully competent to make this Declaration.

2. I am the Chief Leadership Officer at Nerium International, LLC. My responsibilities at Nerium include acting as a liaison between Nerium's independent contractor sales force and corporate headquarters. I am familiar with the Brand Partner enrollment process and Nerium's business operations.

3. Nerium is a direct-sales company (also called direct-marketing or multi-level marketing) that sells skin-care and other anti-aging products through independent salespeople called "Brand Partners." To become a Brand Partner through Nerium's website, applicants complete an online enrollment application. As part of that process, a Brand Partner must enter an Electronic Signature Agreement, which includes Nerium's Policies and Procedures and Terms of Agreement. This application and agreement are submitted when a prospective Brand Partner checks the "I agree" box to accept these terms and "clicks through" to complete the enrollment process. Nerium's IT system captures the Brand Partner's date of signature, and creates a record of the Brand Partner's agreement to these terms.

4. Brand Partners earn money by selling Nerium's products, often through social media and personal contacts, and by recruiting new Brand Partners to do the same. A Brand Partner's personal recruits, and those people's recruits, and so on, are called a Brand Partner's "downline." Brand Partners receive commissions based not only on their own sales, but also the sales of Brand Partners in their downline. The "upline" is the person who recruited the Brand

DECLARATION OF RENEE OLSON

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Partner, and who recruited that person, and so. Nerium supports its Brand Partners by providing a superior product, commissions and bonuses, training, corporate-level advertising, back-office support, confidential information about customers and sales data, access to a highly sophisticated sales structure, and various other services.

5. Recruiting and retaining salespeople is key to any direct-sales company's success because companies in this industry compete heavily over salespeople and customers. Brand Partners establish critical relationships with customers and other Brand Partners that are the fundamental basis of Nerium's business.

6. Among my other responsibilities, I receive notice when Nerium's Brand Partners are potentially violating the company's Policies and Procedures, which I then investigate and take appropriate steps to correct. In December 2016, I received word that a number of Nerium Brand Partners were cross-recruiting other Nerium's Brand Partners for another direct-sales company called Modere, Inc., which is based in Utah. According to its website, Modere is a direct-sales company that distributes (among other things) various health, wellness, and anti-aging products. While the full extent of Modere's product line and activities is not yet known to Nerium, Modere clearly competes with Nerium's direct-sales structure and business model.

7. Nerium takes these violations very seriously. According to reports that I have received, a number of Nerium Brand Partners, including Don Creek and Anna Woodward, have begun a widespread campaign to recruit other Nerium Brand Partners to join Modere. I have also received reports that Doug Burdick, a consultant for Nerium, is also involved in this campaign to recruit Brand Partners for Modere.

8. I have reviewed the records that Nerium keeps in the ordinary course of business to document Brand Partners' acceptance of their agreements. Those records show that Don Creek

DECLARATION OF RENEE OLSON

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and Anna Woodward entered agreements with Nerium by entering an electronic signature on May 5, 2012 and May 1, 2012, respectively. A true and correct copy of an exigo summary reflecting the Don Creek's online enrollment is attached as **Exhibit 1**. A true and correct copy of an exigo summary reflecting Anna Woodward's online enrollment is attached as **Exhibit 2**. A true and correct copy of relevant excerpts from Nerium's Policies and Procedures, which the both Don Creek and Anna Woodward agreed to, is attached as **Exhibit 3**.

9. I have also attached a true and correct copy of the Consulting Services Agreement between Nerium International, LLC and Doug Burdick, individually, and his company Paradise Life Inc. as **Exhibit 4**.

10. The activities of Don Creek, Anna Woodward, and Doug Burdick have caused widespread confusion and concern in Nerium's salesforce. If they succeed in raiding Nerium's Brand Partners or customers, those relationships can be difficult or impossible to restore. Nerium's ability to maintain a motivated sales force of Brand Partners is essential to Nerium's ability to generate income and receive a return on its investment. Once damage to the relationship between Nerium and its Brand Partners and customers has been inflicted, that damage can be difficult or impossible to repair. Because of Nerium's direct-sale structure, interference with Nerium's relationship with even a single Brand Partner can have uniquely damaging ripple effects and result in far-reaching injury that is difficult to discover and assess. I am not aware of any way to fully discover and calculate the total damage, including lost profits, loss of reputation, confusion in the marketplace, and loss of goodwill, that would be done if these violations continue and spread.

11. Nerium has already started to see the signs of damage resulting from these violations. Since Don Creek, Anna Woodward, and Doug Burdick commenced their cross-

DECLARATION OF RENEE OLSON

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recruiting campaign on behalf of Modere, Nerium has received inquiries from other Brand Partners expressing confusion about the impact of these activities. These violations have harmed, and if not stopped will continue to harm, customers and relationships, which form the foundation of Nerium's business.

JURAT UNDER PENALTY OF PERJURY

My name is Renee Olson, my date of birth is 9/10/1955 and my address
5920 RICH WATER DR
DALLAS, TX 75252 I declare under penalty of perjury that the foregoing is true
and correct.



Renee Olson

Executed in Dallas County, State of Texas, on December 12/29, 2016.

DECLARATION OF RENEE OLSON

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[illegible]

[illegible]

EXHIBIT
2



United States Policies and Procedures Manual

As a Brand Partner of Nerium International™, LLC (hereafter the "Company"), you are required to understand and comply with all rules, regulations, policies and procedures contained in this Brand Partner Policies & Procedures Manual (the "Policy Manual") that may be published or disseminated by the Company. The Company reserves the right to amend this Policy Manual by publishing or transmitting amendments as it deems appropriate.

The Company honors all federal, state and local regulations governing network marketing and requires every Brand Partner to do the same. It is, therefore, very important that you read and understand the information contained in this Policy Manual. If you have any questions regarding any rule or policy, seek an answer from your Sponsor, upline leader or the Company Department of Ethics and Compliance. The Code of Professional Ethics is included in Section 12 of this Policy Manual; you should review these materials and make them a part of your planning.

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EXHIBIT

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SECTION SIX: PROPRIETARY INFORMATION

- 6.01 Confidentiality Agreement.** During the term of the Agreement, the Company may supply to Brand Partner confidential, proprietary or trade secret information including, but not limited, to genealogical and downline reports, customer lists, customer information developed by the Company or developed for and on behalf of the Company by Brand Partner (including, but not limited, to credit data, customer and Brand Partner profiles and product purchase information), Brand Partner lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which the Company may designate as confidential, proprietary or trade secret. All such information (whether in written or electronic form) is confidential, proprietary or trade secret to the Company and is transmitted to Brand Partner in strictest confidence on a "need to know" basis for use solely in Brand Partner's business with the Company. Brand Partner shall use Brand Partner's best efforts to keep confidential, proprietary or trade secret information protected and shall not disclose any such information to any third party, directly or indirectly. Brand Partner shall not use the information to compete with the Company or for any purpose other than promoting the Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Brand Partner shall discontinue the use of such confidential, proprietary or trade secret information and promptly return any confidential, proprietary or trade secret information in their possession to the Company.
- 6.02 Copyright Restrictions.** With respect to product purchases from the Company, Brand Partner shall abide by all manufacturers' use restrictions and copyright protections.
- 6.03 Vendors' and Other Business Associates' Confidentiality.** The Company's business relationships with its vendors, manufacturers, suppliers and researchers are confidential. Brand Partner shall not contact, directly or indirectly, speak to or communicate with any supplier, manufacturer or researcher of the Company except at a Company-sponsored event at which the supplier, manufacturer or researcher is present at the request of the Company.

SECTION ELEVEN: GENERAL PROVISIONS

- 11.01 Indemnity Agreement.** Brand Partner agrees to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, that Brand Partner's (a) activities as Brand Partner; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.
- 11.02 Other Services and Products.** No products or services, except for the Company's products or services, shall be sold or shown at any event where the Company's product or services are sold or shown. Except as provided above, a Brand Partner is not restricted from selling other companies' services and products that are not similar to or competitive with the products and services of the Company. However, promotion of direct sales and/or network marketing programs and/or competitive services or products with anyone are strictly prohibited.
- 11.03 Limit on Liability.** To the extent permitted by law, the Company shall not be liable for and Brand Partner releases the Company from and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Brand Partner as a result of (a) the breach by Brand Partner of the Agreement and/or the terms and conditions of the Policy Manual; (b) the operation of Brand Partner's business; (c) any incorrect or wrong data or information provided by Brand Partner; (d) any copyright violation in connection with materials provided by Brand Partner; or (e) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of Brand Partner into the Compensation Plan or the payment of commissions and bonuses.
- 11.04 Limitation of Damages.** To the extent permitted by law, the company and its affiliates, officers, directors, employees and other representatives shall not be liable for and Brand Partner hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non performance, act or omission with respect to the business relationship or other matters between any brand partner and the company, whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damages to Brand Partner shall not exceed and is hereby expressly limited to, the amount of unsold Company programs, services and/or products of the Company owned by Brand Partner and any commissions owed to Brand Partner.
- 11.05 Record Keeping.** The Company encourages Brand Partner to keep complete and accurate records of all Brand Partner's business dealings.
- 11.06 Non-Solicitation and Non-Competition.** Brand Partner acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary and trade secret information of Company and the integrity and stability of the sales force created by other Brand Partners is to prohibit all Brand Partners from recruiting and soliciting of other Brand Partners to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to Brand Partner, for the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to, directly or indirectly, recruit or solicit any of Company's other Brand Partners to join other direct sales, multi-level or network marketing companies.
- For the term of this Agreement and for two (2) years after termination hereof, for any reason, Brand Partner agrees not to sell any product that is the same or similar to or competes with the products of Company within the United States of America or any other country where Company sells its products.
- Brand Partner agrees not to solicit, directly or indirectly, Company's Brand Partners to purchase services or products, except those of Company, throughout the term of this Agreement.
- 11.07 Amendments.** The Company reserves the right to amend the Agreement, Policy Manual, its retail prices, product availability and the Compensation Plan at any time without prior notice as it deems appropriate. Amendments will be communicated to Brand Partner through official Nerium publications, by posting on the Nerium website or voice and/or e-mail. Amendments are effective and binding on Brand Partner and Nerium thirty (30) days after notice. All amendments are prospective and do not apply to incidents, occurrences or proceedings occurring before the effective date of the amendment. In the event any conflict between the original documents or policies and any such amendment, the amendment will control.

11.08 Non-Waiver Provision. No failure of the Company to exercise any power under the Policy Manual or to insist upon strict compliance by Brand Partner with any obligation or provision herein, and no custom or practice of the parties at variance with this Policy Manual, shall constitute a waiver of the Company's right to demand exact compliance with this Policy Manual. The Company's waiver of any particular default by Brand Partner shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect any way in the rights or obligations of any other Brand Partner. Nor shall any delay or omissions by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

11.09 Arbitration.

a) Except as expressly set forth herein, all disputes, claims or causes of action relating to or arising from any Independent Brand Partner Application, Nerium International Terms of Agreement, Company's Policies and Procedures, and any other Company policies, products and services, the rights and obligations of Company and Brand Partner or any other disputes, claims or causes of action between Brand Partner and any of its officers, directors, employees or affiliates and Company or any of its officers, directors, employees or affiliates whether in tort or contract, shall be settled totally and finally by arbitration in Dallas, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection which Company may use, in addition to or instead of the procedures set forth in section (c) below. The arbitration shall be conducted before a single arbitrator and shall not be conducted on a class-wide, class action or multiple complaining-party basis.

b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against Brand Partner for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.

c) Nothing in this rule shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. Brand Partner hereby agrees that violation of the prohibition on use or disclosure of trade secrets, proprietary or confidential information or the prohibition of the non-solicitation and non-disparagement provisions herein stated will cause Company irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex parte temporary restraining order, preliminary and permanent injunction or any other emergency remedy necessary to prevent said violation.

d) Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement.

11.10 Entire Agreement. This Policy Manual is incorporated into the Agreement, along with the Compensation Plan, and constitutes the entire agreement of the parties regarding their business relationship.

11.11 Governing Law, Jurisdiction and Venue. The Agreement, including this Policy Manual, shall be governed by the laws of the State of Texas, except that any conflict-of-law rule that may require reference to the laws of some other jurisdiction shall be disregarded. The parties further agree that, subject to and without waiver of the requirements of the agreement to arbitrate contained in paragraph 11.09 above, the state and federal courts located in Dallas County, Texas shall be the exclusive forum for litigation of any dispute between or among Brand Partner and any of its officers, directors, employees or affiliates and Company or any of its officers, directors, employees or affiliates, that is permitted to be litigated in court under paragraph 11.09. The parties irrevocably waive any right any of them may have to assert that venue or jurisdiction for any such litigation should lie elsewhere, including, but not limited to, any objection based on forum non conveniens or personal jurisdiction. The parties intend this provision to be a binding, mandatory and exclusive forum-selection clause, subject to and without waiver of the agreement to arbitrate.

11.12 Force Majeure. The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

CONSULTING SERVICES AGREEMENT

This Agreement is made this 1 day of ~~June~~^{September}, 2015 ("Effective Date"), by and between Nerium International, LLC (the "Company"), a Texas limited liability company, Paradise Life Inc., and Doug Burdick (Paradise Life Inc. and Doug Burdick are hereinafter collectively referred to as "Consultant").

The Company and the Consultant hereby agree as follows:

1. Consulting Services

(a) Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the "Services"), as said Exhibit may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement.

2. Compensation and reimbursement.

(a) During the pendency of this Agreement, in consideration for the Services to be rendered by Consultant, Company shall pay to Consultant an annual fee in the amount of \$500,000.00, to be paid in twelve (12) equal monthly installments of \$41,666.66. Paradise Life Inc. and Burdick agree that Company shall make all payments due hereunder directly to Paradise Life Inc. It is understood that the fees herein stipulated cover fees, all costs of operation of Consultant, including benefits attributable to payroll, overhead, wages, and salaries of employees, if any, of Consultant and all applicable taxes. Company will reimburse Consultant for reasonable expenses of Consultant which have been approved in advance and in writing by Company (such approval may be evidenced by the approval of a budget which identifies such items), and which may include approved travel reimbursement, reproduction, printing or copying cost, approved cell phone or other long distance and wireless services. Company may, in its sole discretion, provide Consultant with the use of office space and/or equipment, including a laptop computer, printer, or other types of equipment, for the use by Consultant with regard to the performance of the Services. Any such equipment along with any information contained therein will remain the sole property of Company.

(b) Company shall have the right to terminate this Agreement without cause by giving thirty (30) days written notice to Consultant. In the event that this Agreement is terminated without cause by Company, , Consultant shall be entitled to receive \$500,000 annually for two (2) years following the termination of this Agreement, with such payments to be made in monthly installments as provided in 2(a) herein. This Agreement shall terminate immediately upon the death or permanent disability of Doug Burdick and Company shall make the payments due under this section 2(b) to Paradise Life Inc. No additional compensation, over the amounts specified in this section, shall be payable to Consultant hereunder.

3. Independent contractor status.



Handwritten initials: JB
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The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Company will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility. Consultant shall pay all applicable payroll, withholding, and other similar taxes of Consultant's own staff, if any, arising out of the performance of Services. Consultant shall provide Consultant's own general liability and workers compensation insurance and shall be solely responsible for any claims arising from Consultant, its employees, or its subcontractors pertaining to the performance of Services. Consultant shall not represent himself to be a "partner", or "officer" of Company, or a principal of Company, and shall not have the right to bind Company to any agreement unless specifically designated with the authority to bind Company by a written instrument signed by appropriate representatives of Company.

4. Confidential Information

(a) The parties acknowledge that in connection with Consultant's Services, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and that Consultant may also create such information within the scope and in the course of performing the Services (hereinafter, subject to the exceptions below, "Company Confidential Information"). Such information may take the form of, for example: documents, business plans, commercial, operational, and financial information, business forecasts and development leads, marketing strategies, plans, and related information, procurement requirements, purchasing and manufacturing information, rates and pricing information, sales and merchandising information, network marketing programs, training programs, market forecasts and projections, strategic marketing plans, customer lists, customer contract terms, marketing representative agreements, lists of marketing representatives ("Brand Partners"), supplier/vendor contract terms, models, forms, contacts, systems, concepts, formulas, processes, designs, presentations, lists, ideas, specifications, drawings, sketches, samples, reports, plans, current and/or historical data, computer programs, software and/or documentation, technical, financial and/or business information; the Company's past, present and future business plans; the Company's strategy for or status of regulatory approval; or the Company's forecasts of sales and sales data.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Company Confidential Information without the Company's prior written consent and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than providing the Services for the benefit of the Company.

(c) To the extent that Consultant has existing relationships, through social media or otherwise, with any of Company's Brand Partners prior to the execution of this Agreement, Consultant may continue such relationships. With respect to current or future Brand Partners that Consultant does not have an existing relationship with as of the Effective Date of this Agreement, Consultant shall not communicate with, consult with, train, or otherwise engage in any relationships, including but not limited to through social media, with those Company's Brand Partners unless approved in writing in advance by the Company.

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(d) Consultant understands that the existence and terms of this Agreement are Confidential Information and shall not discuss the existence and/or terms of this Agreement with any third parties without Company's prior written consent.

5. Covenant against Competition. During the pendency of this agreement and for a period of two (2) years from the date of the termination of this Agreement, unless specifically approved in advance and in writing by Company, Consultant will not, directly or indirectly, own, manage, operate, control, be employed by, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation or control of any business which performs services materially similar to or competitive with those provided by Company and/or is in the business of network marketing of products or services within the United States of America, Mexico, the Commonwealth of Canada, or any other country in which the Company is operating. During the applicable period of this Covenant against Competition, Consultant may submit in writing projects Consultant would like to engage in and Company may approve or reject such projects in Company's sole discretion.

6. Nonsolicitation of Employees and Brand Partners. During the pendency of this agreement and for a period of time equal to the greater of (i) three (3) years from the date of the termination of this Agreement and (ii) such period of time that Consultant is receiving any compensation under the terms of this Agreement, Consultant shall not, either on his or its own account or for any person, firm, partnership, corporation, or other entity, directly or indirectly, (a) solicit, interfere with, or endeavor to cause any other consultant to, supplier of, independent marketing representative, Brand Partner, or distributor for, or employee of, Company to leave, terminate, reduce or limit their current working relationship with Company.

7. Reasonableness of Restrictions. Consultant has carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth in paragraphs 4, 5, and 6 of this Agreement (including, but not limited to, the time periods of restriction in each of such paragraphs and the geographical area of restriction set forth in paragraph 6) are fair and reasonable, are reasonably required for the protection of the interests of Company and have been taken into consideration in connection with the calculation of the compensation to be paid to Consultant and are necessary to protect the interests of Company as a result of the Company Confidential Information that Consultant will be privy to as a result of the performance of the Services as described above.

8. Termination. Consultant shall have the right to terminate this Agreement upon giving thirty (30) days written notice to Company. In the event of termination by Consultant, subject to the general laws of insolvency, Company shall pay to Consultant, within thirty (30) days of termination, all sums due Consultant pursuant to section 2(a) of this Agreement which have fully accrued as of the date of termination but Consultant shall not be entitled to any r compensation outlined in Section 2(b) and the applicable period in Section 5, Covenant Against Competition, shall be reduced to one (1) year from the date of termination.

(a) Company shall have the right to terminate this Agreement, without advance notice "for cause" which, for purposes of this Agreement, shall mean the occurrence of any of the following:

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- (1) Consultant's gross negligence or willful misconduct in the performance or intentional nonperformance of any of Consultant's material duties and responsibilities hereunder, which, in the instance of gross negligence, has a material adverse effect on Company's operations or opportunities;
- (2) misappropriation by Consultant of the assets or opportunities of Company or its affiliates;
- (3) embezzlement or other financial fraud committed by Consultant, at his direction, or with his personal knowledge;
- (4) Consultant's indictment for, conviction of, admission to, or entry of pleas of no contest to any felony;
- (5) Consultant's breach of any material term of this Agreement;
- (6) the occurrence of a reasonably substantiated allegation of sexual harassment conduct towards any of Company's employees or Brand Partners or representatives by Consultant;
- (7) violation by Consultant of any state or federal law, rule or regulation (as determined by a court of competent jurisdiction), excluding traffic citations or class "B" or "C" misdemeanors which do not involve moral turpitude; or
- (8) any other conduct that is detrimental to Company's business or reputation, exposes Company to material, detrimental liability not within the ordinary course and scope of business based upon the act(s) of Consultant.

(b) If Company terminates this Agreement for any of the reasons enumerated in (a)(1)-(8) above, then no compensation shall be due under Section 2(b). However, in the event Company terminates this Agreement for any of the reasons enumerated in (a)(1)-(8) above, then the applicable period in Section 5, Covenant Against Competition, shall be reduced to one (1) year from the date of termination.

9. No Partnership. Nothing in this Agreement shall make Consultant a partner, member, or joint venturer of Company, or a partner in any other entity affiliated or associated with Company or any of its members. Accordingly, it is acknowledged that no fiduciary relationship runs from Company to Consultant and, therefore, Company owes Consultant no fiduciary duty pursuant to the terms of this Agreement. Furthermore, the parties acknowledge that, as between themselves, no special relationship exists as a result of this Agreement.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas. Consultant knowingly and intentionally avails himself to the jurisdiction of the State of Texas.

11. Severability. If, and to the extent, any provision or part of any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, such finding shall not affect the validity or enforceability of this Agreement as a whole or any part of this Agreement. In such a case, this Agreement shall be construed and enforced limiting the provisions(s) in question to the extent that it or they is or are enforceable.

12. Arbitration.

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(a) Except as expressly set forth herein, all disputes, claims, or causes of action relating to or arising this Agreement, or any other disputes, claims or causes of action between Consultant and Company and/or any of its officers, directors, employees, or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration, in Dallas, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection which Company may use, in addition to or instead of the procedures set forth in section (c) below. The arbitration shall be conducted before a single arbitrator, and shall not be conducted on a class-wide, class action, or multiple complaining-party basis.

(b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against Consultant for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.

(c) Nothing in this rule shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. Consultant hereby agrees that violation of the prohibition on use or disclosure of trade secrets, proprietary, or confidential information or the prohibition of the non-solicitation and non-disparagement provisions herein stated will cause Company irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent said violation.

(d) Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

DOUG BURDICK:


Doug Burdick

9-1-2015
Date

PARADISE LIFE INC.:

PH
KC

Kelly Collings
Paradise Life Inc.

9-1-2015
Date

NERIUM INTERNATIONAL, LLC:

By: [Signature]

9/10/15
Date

[Signature]

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT

This First Amendment to Consulting Services Agreement ("Amendment") made this 25th day of November, 2015 ("Effective Date") by and between Nerium International, LLC ("Nerium"), a Texas limited liability company and Paradise Life, Inc. and Doug Burdick (collectively referred to as "Consultant"). Nerium and Consultant shall be individually referred to as "Party" and collectively as "Parties."

Nerium and Consultant entered into that certain Consulting Services Agreement ("Agreement") dated effective September 1, 2015.

Nerium and Consultant now desire to amend the terms of the Agreement, as more particularly set forth below:

1. The following is added to Section 2(a) of the Agreement and shall hereafter be and read as follows:

Consultant shall receive one payment of \$41,666.66 upon execution of this Amendment, and \$20,833.33 on December 5, 2015. The Parties agree that upon Consultant's receipt of \$20,833.33 on December 5, 2015, that no other monies are due for 2015. Consultant shall receive standard monthly payment terms set forth in Section 2(a) beginning January 5, 2016, with each monthly payment due on the 5th of each month.

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. This Amendment embodies the entire agreement between Nerium and Consultant with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, Nerium and Consultant have executed and delivered this Amendment effective as of the Effective Date.

Nerium International, LLC

By: [Signature]
Name: Jeff Branch
Title: Treasurer
Date: 11-25-15

Paradise Life, Inc.

By: [Signature]
Name: Kelly Collins
Title: President
Date: 11/25/15

Doug Burdick, Individually

By: [Signature]
Date: 11/25/15

DECLARATION OF JEN CROMLING

I declare the following is true and correct under penalty of perjury:

1. My name is Jen Cromling. I am a National Marketing Director at Nerium International, LLC (“Nerium”). In layman’s terms, that means I am a high-ranking independent salesperson for Nerium. I sell Nerium products and lead a team of people in a sales network beneath me (known as my “downline”), and I am part of a team above me (known as my “upline”).

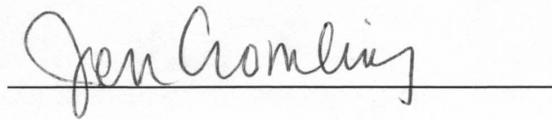
2. On Monday, December 26, 2016, I received a telephone call from Don Creek, who is an individual in my upline. Don said “everything is falling apart” at Nerium. He then reported that he and others in my upline “were leaving Nerium,” and that he “wanted [my husband and I] to go with him.” He told me that he intends to join Modere, Inc., a competing network marketing company based in Utah. During our telephone call, he forwarded to me a marketing video for Modere and encouraged my husband and I to watch it.

3. Don offered to fly my husband and me to Utah at Modere’s expense to attend a presentation by Modere about the opportunity. Don told me that Modere would pay for the travel, the airfare, and the accommodations. Don said that “a lot of people” were leaving Nerium, that I would “be surprised by some of the names,” and that the number “would easily fill a theater room in Utah.” We did not attend the presentation, which was scheduled for Thursday, December 29, 2016. Don said that we could, however, attend another presentation in Utah, again at Modere’s expense, in the coming weeks because Modere intended to host these presentations periodically over the next month.

4. I'm willing to give this statement because I am so concerned about the damage Don and others are doing to the Nerium business and the businesses of other people at Nerium. I believe Don and others intend to make a big splash in the coming weeks, starting this weekend, to start a chain reaction of people leaving the company.

5. I am sure Don has reached out and attempted to solicit others to leave Nerium and join Modere. For example, I know that Don and others contacted Dena Peacock, another Nerium brand partner with whom I am familiar shortly after speaking with me. If Don and the others succeed, it will seriously damage my business and the business of other people I work with in Nerium, and will take money directly out of our pockets by harming our sales and recruitment.

My name is Jen Cromling, my date of birth is March 25, 1975, and my address is 3240 Songwood Dr., Edmond, OK, 73003, USA. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in cursive script, reading "Jen Cromling", is written over a horizontal line.

Jen Cromling

Executed in Oklahoma County, State of Oklahoma, on December 29, 2016.

DECLARATION OF MONICA DAWSON

I declare the following is true and correct under penalty of perjury:

1. My name is Monica Dawson. I am a Three-star National Marketing Director at Nerium International, LLC (“Nerium”). In layman’s terms, that means I am a high-ranking independent salesperson for Nerium. I sell Nerium products and lead a team of people in a sales network beneath me (known as my “downline”), and I am part of a team above me (known as my “upline”).

2. On Tuesday, December 27, 2016, I received a text message from Anna Woodward asking if I had time to chat (*see* attached text chain). I responded that I was free and she called me. After speaking on the phone regarding our Nerium business for five or 10 minutes, she said she had something confidential she wanted to share, that she was “going out on a limb,” but immensely respected my husband, John, and I, and believed that he and I deserved to know her plans.

3. Anna then told me that she intended to leave Nerium. She said that she found a “sleeping giant,” and made the decision to move on from Nerium. She reported that some 25 Nerium National Marketing Directors intended to “submit their resignations” during the first week of January, that it would be “the shot heard round the world,” and that it was “going to really rock” the company.

4. Anna told me that she intended to join Modere, Inc., a competing network marketing company. She told me that she was talking and working with Doug Burdick, who was also working with Modere. She said Doug could arranged for a “fly-in” for her and other Nerium Marketing Directors.

5. I told Anna that I was not interested because I did not want to start all over again with a different company. Anna said that I would not ne starting over because people would go with me, then offered to fly me in to visit with Modere, and that all of this would be kept “completely confidential.” She said: “When you see who all is coming over, trust me, you’re going to wish you had gotten in front of it.”

6. I told her that I would think on it but that I am loyal, perhaps to a fault. I told her I made a decision that this was a ten-year gig for me. We wished each other well and ended our call. I attached screenshots of a text she accidentally sent me immediately following the call, which was likely intended for her husband.

7. I’m willing to give this statement because I am so concerned about the damage Anna, Doug, and others are doing to the Nerium business and the businesses of other people at Nerium. I believe Anna, Doug, and others intend to make a big splash in the coming weeks to start a chain reaction of people leaving the company. I am sure Anna has reached out and attempted to solicit others to leave Nerium and join Modere. My statement covers only the activities I know about, but there are likely many more similar occurrences throughout our sales network. If Anna and Doug succeed, it will seriously damage my business and the business of other people I work with in Nerium, and will take money directly out of our pockets by harming our sales and recruitment.

My name is Monica Dawson, my date of birth is October 1, 1974, and my address 2612 Camille Dr., Lewisville, TX 75056, USA. I declare under penalty of perjury that the foregoing is true and correct.

Monica Dawson

Executed in Denton County, State of Texas, on December 29, 2016.



Merry Christmas to the Dawson's!!!! Monica I appreciate your friendship so much and admire your business savvy!! Could we find time to catch up soon? Enjoy the precious moments with your family 💕💕

Hello my dear! Thank you for your sweet message. And merry Christmas to you as well! How are you doing? I've got a few minutes as I had to pick up my son if you want to chat now.

Well that was a very good talk - she's not ready but she will come to me when she is.... Promises confidentiality

Promised

Oh dear that was to my husband... Ops

I should t text without my glasses 😊



Text Message



EXHIBIT D

Case Information

DC-16-16485 | NERIUM INTERNATIONAL LLC vs. DOUG BURDICK, et al

Case Number	Court	File Date
DC-16-16485	191st District Court	12/30/2016
Case Type	Case Status	
OTHER (CIVIL)	OPEN	

Party

PLAINTIFF

NERIUM INTERNATIONAL LLC

Address
2100 ROSS AVENUE
SUITE 2700
DALLAS TX 75201

Active Attorneys ▼

Attorney
CORREA, ANDRES
Retained

Work Phone
214-981-3800

Fax Phone
214-981-3839

Lead Attorney
SCHWEGMANN, CHRISTOPHER J
Retained

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214-981-3839

DEFENDANT

BURDICK, DOUG

Address
675 WHITE PINE CIRCLE
LAKE IN THE HILLS TX 60156

DEFENDANT

CREEK, DON

Address
1226 SOUTH RAINTREE PLACE
SPRINGFIELD MO 65809

DEFENDANT

WOODWARD, ANNA

Address
25745 SE 27TH STREET
SAMMAMISH WA 98075

DEFENDANT
MODERE, INC.

Address
BY SERVING ITS REGISTERED AGENT MICHELLE WILSON
588 SOUTH 2000
WEST SPRINGVILLE UT 84663

Events and Hearings

12/30/2016 NEW CASE FILED (OCA) - CIVIL
12/30/2016 ORIGINAL PETITION ▼
NeriumInternationalOriginalPetitionAndTRO.pdf
12/30/2016 NON-SIGNED PROPOSED ORDER/JUDGMENT ▼
Proposed Order (Nerium International LLC).pdf
12/30/2016 ISSUE CITATION
12/30/2016 ISSUE CITATION COMM OF INS OR SOS
12/30/2016 ISSUE TRO AND NOTICE
12/30/2016 ISSUE TRO AND NOTICE SOS

Financial

NERIUM INTERNATIONAL LLC	
Total Financial Assessment	\$395.00
Total Payments and Credits	\$395.00
12/30/2016 Transaction Assessment	\$395.00
12/30/2016 CREDIT CARD - TEXFILE (DC) Receipt # 80795-2016-DCLK NERIUM INTERNATIONAL LLC	(\$395.00)

Documents

NeriumInternationalOriginalPetitionAndTRO.pdf
Proposed Order (Nerium International LLC).pdf