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10 Jeunesse, LLC

11 **UNITED STATES DISTRICT COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA. WESTERN DIVISION**

13 MEI LIN TSAI, an individual;
14 ALYSSIA HOGUE, an individual,

15 Plaintiffs,

16 v.

17 JEUNESSE, LLC, a Florida limited
liability company; JEUNESSE, INC., a
18 Florida Corporation; KIM HUI, an
individual; RANDY RAY aka OGALE
19 RAY, an individual; WENDY R.
LEWIS, an individual; JASON
20 CARAMINS, an individual; SCOTT A.
LEWIS, an individual; and DOES 1-
21 100,

22 Defendants.

Case No.

**DEFENDANT JEUNESSE,
LLC'S NOTICE OF
REMOVAL**

Action Filed: Dec. 30, 2016
Trial Date: None Set

*[Declaration of Lee S. Brenner
in Support of Defendant
Jeunesse LLC's Notice of
Removal of Action Filed and
Defendant Jeunesse, LLC's Rule
7.1 Disclosure Statement And
Notice Of Interested Parties
Concurrently Herewith]*

1 **NOTICE OF REMOVAL**

2 Defendant Jeunesse, LLC, (“Defendant”) respectfully files this Notice of
3 Removal pursuant to 18 U.S.C. § 1441(a), removing the above-captioned action (the
4 “Action) from the Superior Court for the County of Los Angeles – Central District
5 (the “Los Angeles Superior Court”) to the United States District Court for the Central
6 District of California, on the following grounds:

7 **I. INTRODUCTION**

8 1. This action was commenced by Plaintiffs Mei Lin Tsai and Alyssia
9 Hogue (“Plaintiffs”) on December 30, 2016, by the filing of the Class-Action
10 Complaint (the “Complaint”) in *Mei Lin Tsai v. Jeunesse, LLC, et al.*, Case No.
11 BC645192, in the Los Angeles Superior Court. True and correct copies of the
12 Complaint, the summons, and civil cover sheet, which consist of all pleadings of
13 orders served upon Defendant, are attached to this Notice of Removal as “Exhibit A,”
14 as required by 28 U.S.C. § 1446(a).

15 2. The Complaint alleges that Defendant violated the Racketeer Influenced
16 and Corrupt Organizations Act (RICO) by “willfully and intentionally violated and
17 continue to violate RICO and California law with the goal of obtaining money,
18 directly and indirectly, through a pattern of racketeering activities in violation of the
19 mail and wire fraud statutes, 18 U.S.C. §§ 1341 and 1343, 18 U.S.C. § 1962(a), and
20 California Penal Code §327.” Compl. ¶¶ 6, 141.

21 3. Service of the Complaint was made on Defendant’s registered agent on
22 January 5, 2017.

23 4. Promptly after filing this Notice of Removal, Defendant will file written
24 notice of the removal to Plaintiffs through their attorney of record in the Action, as
25 well as to the Clerk of the Los Angeles Superior Court, as required by 28 U.S.C. §
26 1446(d).

27 5. The Action properly may be removed to the United States District Court
28 for the Central District of California on two grounds. First, the Complaint pleads a

1 federal question and is removable on that basis pursuant to 28 U.S.C. § 1331 and 18
2 U.S.C. § 1964. Second, the Action’s claims on behalf of a putative nationwide class
3 gives rise to jurisdiction pursuant to the Class Action Fairness Act of 2005 (“CAFA”).
4 See 28 U.S.C. § 1332(d).

5 6. No admission of fact, law, liability, or damages is intended by this Notice
6 of Removal, and all defenses, affirmative defenses, objections, and motions hereby
7 are reserved. Defendant does not waive, and expressly reserves, all rights, specifically
8 including the rights to challenge (a) the existence of personal jurisdiction over
9 Defendant pursuant to Rule 12(b)(2); (b) Plaintiffs’ standing, pursuant to Rule
10 12(b)(1); (c) whether Plaintiffs have stated a claim upon which relief may be granted,
11 pursuant to Rule 12(b)(6); (d) Plaintiffs’ ability to litigate claims in court that they
12 explicitly agreed to arbitrate; and (e) the propriety of class certification pursuant to
13 Rule 23.

14 **II. THE NOTICE OF REMOVAL IS TIMELY.**

15 7. In accordance with 28 U.S.C. § 1446(b), Defendant is timely filing this
16 Notice of Removal well before the expiration of the 30-day period after having been
17 served. The “thirty-day period . . . does not begin to run . . . until the defendant has
18 been properly served under state law, or has agreed to waive service of process.”
19 *Borchers v. Standard Fire Ins. Co.*, No C-10-1706 MMC, 2010 WL 2608291, at *2
20 (N.D. Cal. June 25, 2010). Plaintiffs served Defendant on January 5, 2017.

21 **III. THIS COURT HAS ORIGINAL JURISDICTION OVER**
22 **PLAINTIFFS’ FEDERAL QUESTION PURSUANT TO § 1331.**

23 8. Federal question jurisdiction exists when an action presents a claim
24 “arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. §
25 1331. District courts have “original jurisdiction” in such cases. *Id.*

26 9. This Court has original jurisdiction over the Action because Plaintiffs
27 have alleged a claim under a federal statute, RICO, 18 U.S.C. § 1962. 18 U.S.C. §
28 1964 states, in pertinent part, “Any person injured in his business or property by

1 reason of a violation of section 1962 of this chapter may sue therefor in any
2 appropriate United States district court.” Defendant does not dispute that RICO
3 claims may be heard in state court, but that “merely mean[s] that state courts may hear
4 RICO claims when parties do not seek to remove the case to federal court.” *Brewer*
5 *v. Wells Fargo Bank, N.A.*, No. CV 13-3207 DMG (VBK), 2013 WL 12110503, at
6 *4 (C.D. Cal. July 16, 2013) (denying motion to remand).

7 10. Accordingly, removal of this action is proper on the basis that, pursuant
8 to 28 U.S.C. § 1331, this Court has federal question jurisdiction over Plaintiff’s
9 claims. That basis for removal suffices separate and apart from Defendant’s right to
10 remove the case pursuant to CAFA.

11 **IV. THE COURT HAS ORIGINAL JURISDICTION OVER**
12 **PLAINTIFFS’ CLAIMS PURSUANT TO CAFA.**

13 11. This Court has original jurisdiction over this action under CAFA. *See*
14 28 U.S.C. §1332(d). CAFA grants district courts original jurisdiction over civil class
15 actions filed under federal or state law in which any member of a class of plaintiffs is
16 a citizen of a state different from any defendant and where the amount in controversy
17 for the putative class members exceeds \$5,000,000, exclusive of interests and costs.
18 *Id.* CAFA authorizes removal of all such actions pursuant to 28 U.S.C. § 1446. As
19 set forth below, this case meets all of CAFA’s requirements for removal, and is timely
20 and properly removed by the filing of this Notice.

21 12. This action has been styled as a class action. *See* Compl. ¶¶ 2, 5, 6, 72-
22 87.

23 **A. Minimal Diversity Exists.**

24 13. Minimal diversity exists under CAFA when any plaintiff, or prospective
25 class-member, is diverse from any defendant. 28 U.S.C. § 1332(d)(2)(A).

26 14. The Complaint pleads that both Plaintiffs are residents of Los Angeles
27 County, California. *See* Compl. ¶¶ 7, 8.

1 15. As alleged in the Complaint, at the time it was filed, Defendant “is a
2 Florida limited liability company, with its principal place of business located 650
3 Douglas Avenue, Suite 1010, Altamonte Springs, Florida 32714.” Compl. ¶ 9. The
4 street address is not accurate — Defendant’s global headquarters is located at 701
5 International Parkway, Lake Mary, Florida 32746 — but the Complaint correctly
6 alleges that Jeunesse is a Florida limited liability company that is headquartered in
7 Florida.

8 16. Plaintiffs seek to represent, and define as the prospective class in this
9 Action, “a **nationwide** class defined as follows: ‘All persons who were Jeunesse
10 distributors in the **United States** from April 2009 until the present.’” Compl. ¶ 73
11 (emphasis added).

12 17. Because Plaintiffs have sued an out-of-state defendant, and seek to
13 represent a class comprising residents from all 50 states, minimal diversity exists for
14 purposes of removal under CAFA.

15 **B. There Are at Least 100 Members in Plaintiffs’ Putative Class.**

16 18. CAFA requires the existence of at least 100 members in Plaintiffs’
17 putative class. 28 U.S.C. § 1332(d)(5)(B).

18 19. As noted above, Plaintiffs seek to represent “**All persons** who were
19 Jeunesse distributors in the United States from April 2009 until the present.” Compl.
20 ¶ 73 (emphasis added).

21 20. Plaintiffs further estimate that “the members of the Class are greater than
22 500,000 and each subclass easily number in the hundreds of thousands.” Compl. ¶ 79.
23 That estimate is wildly inaccurate, but Jeunesse agrees that the putative class
24 comprises well more than 100 persons.

25 **C. The Amount in Controversy Exceeds \$5 Million.**

26 21. Notwithstanding Plaintiff’s failure to allege the total amount of monetary
27 relief claimed, CAFA authorizes the removal of class actions in which the amount in
28 controversy for all potential class members exceeds \$5 million. *See* 28 U.S.C. §

1 1332(d). “[A] defendant’s notice of removal need include only a plausible allegation
2 that the amount in controversy exceeds the jurisdictional threshold. *Dart Cherokee*
3 *Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547, 554 (2014).

4 22. Although Defendant denies Plaintiffs’ claim of wrongdoing, the
5 allegations in the Complaint, and the total amount of compensatory damages, punitive
6 damages, attorneys’ fees, injunctive relief, and other monetary relief at issue in this
7 action, on an aggregate, class-wide basis, would exceed CAFA’s \$5 million
8 jurisdictional minimum.

9 23. Plaintiffs allege that “all Class Members and Plaintiffs are required to
10 purchase a mandatory starter kit for \$49.95, with a \$19.95 renewal fee, the
11 requirement to purchase at least \$100 per month of product to remain qualified for all
12 commission and bonuses.” Compl. ¶ 38.

13 24. Assuming Plaintiffs are seeking, for example, \$1269.90 in damages for
14 persons who have been Class Members for at least one year — the \$49.95 starter kit,
15 plus the \$19.95 renewal fee, plus \$100 in product purchases for each of 12 months —
16 the class would need to have only 3,938 members, less than 1% of the class size
17 alleged by Plaintiffs, to exceed the \$5 million jurisdictional minimum.

18 25. Accordingly, this case meets all of CAFA’s requirements for removal,
19 along with federal question removal, and is timely and properly removed by the filing
20 of this Notice.

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V. CONCLUSION

26. WHEREFORE, having provided notice as required by law, the above-entitled action should be removed from the Los Angeles County Superior Court.

DATED: January 10, 2017

KELLEY DRYE & WARREN LLP

Lee S. Brenner

Ken Kronstadt

Jeffrey Jacobson (*pro hac vice to be filed*)

Glenn T. Graham (*pro hac vice to be filed*)

By: /s/ Lee S. Brenner

Lee S. Brenner

Attorneys for Defendant

Jeunesse, LLC

EXHIBIT A

EXHIBIT A

MARA VELASCO 2149323601 CT - DALLAS SOP TEAM 1999 BRYAN STREET DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: LISA RECTOR 4078629100 JEUNESSE, LLC 13867 SOUTH BANGERTER PKWY DRAPER UT 84020		
	UT 841 9-11 	
UPS NEXT DAY AIR		1
TRACKING #: 1Z 039 9EX 01 3905 6575		
		
BILLING: P/P DESC: SOP Documents		
Reference No.1: SOP/1403403/530435118/Mara Velasco		
<small>X01.16.09.06 NV45 81.0A 10/2016</small>		



UPS Tracking # : 1Z0399EX0139056575

Created By : Niraj Sodagar

Created On : 01/04/2017 03:49 PM

Recipient :

Lisa Rector	
Title :	Paralegal
Customer :	Jeunesse, LLC
Address :	13867 South Bangerter Pkwy
Email :	lisa.rector@jeunessehq.com
Phone :	407-862-9100
Fax :	-

Package Type : Envelope

Items shipped : 1

Log #	Case #	Entity Name
530435118	-	Jeunesse, LLC



**Service of Process
Transmittal**

01/05/2017
CT Log Number 530444641

TO: Lisa Rector, Paralegal
Jeunesse, LLC
13867 South Bangerter Pkwy
Draper, UT 84020

RE: **Process Served in California**

FOR: Jeunesse, LLC (Domestic State: FL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Mei Lin Tsai, etc. and Alyssia Hogue, etc., Pltfs vs. JEUNESSE, LLC, et al.;, Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s)

COURT/AGENCY: Los Angeles County - Superior Court, CA
Case # BC645192

NATURE OF ACTION: Plaintiff hereby seeks relief for damages sustained as a result of defendants negligence

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 01/05/2017 at 14:45

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): BLAKE J. LINDEMANN
LINDEMANN LAW FIRM, APC
433 N. Camden Drive. 4 Floor
Beverly Hills, CA 90210
310-279-5269

ACTION ITEMS: SOP Papers with Transmittal, via UPS Next Day Air , 1Z0399EX0115135597

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

JEUNESSE, LLC, a Florida limited liability company; JEUNESSE, INC., a Florida Corporation (See Additional Parties)

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MEI LIN TSAI, an individual; ALYSSIA HOGUE, an individual,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 30 2016

Sherril H. Carter, Executive Officer/Clerk
By: Charis L. Coleman, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información en continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida el secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos esenciales por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desearchar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk

111 N. Hill St.
Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Blake J. Lindemann; 433 N. Camden Dr., 4th Fl., Beverly Hills, CA 90210; 310-279-5269; blake@lawbl.com

CASE NUMBER
(Número del Caso) **BC 6 451 92**

DATE: **DEC 30 2016** **SHERRIL R. CARTER** Clerk by **CH. L. COLEMAN** Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación, use el formulario Proof of Service of Summons. (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): **JEUNESSE, LLC, a Florida limited liability company**
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): **LLC**
- by personal delivery on (date):

SUM-200(A)

SHORT TITLE: Mei Lin Tsai, et al. v. Jeunesse, LLC, et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

- Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

KIM HUI, an individual; RANDY RAY aka OGALE RAY, an individual; WENDY R. LEWIS, an individual; JASON CARAMINS, an individual; SCOTT A. LEWIS, an individual; and DOES 1-100

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 30 2016

Shoni H. Carter, Executive Officer/Clerk
By: Charles L. Coleman, Deputy

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LINDEMANN LAW FIRM, APC
BLAKE J. LINDEMANN, SBN 25574
PO SATIA HAGWALTER, SBN 236612
433 N. Camden Drive, 4th Floor
Beverly Hills, CA 90210
Telephone: (310)-279-5269
Facsimile: (310)-300-0267
E-mail: blake@lawbl.com

Attorneys For Plaintiffs
MEI LIN TSAI, ALYSSIA HOGUE, AND THE
INTERIM CLASS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

BC 6 45 1 9 2

Case No. _____

MEI LIN TSAI, an individual; ALYSSIA
HOGUE, an individual,

Plaintiff,

v.

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

Defendants.

ORIGINAL CLASS ACTION
COMPLAINT

[REQUEST FOR JURY TRIAL]

1 **I. INTRODUCTION TO THE CASE**

2 1. Jeunesse represented to Plaintiffs Mei Lin Tsai and Alyssia Hogue that they could
3 make “streams of income” and “wealth,” by recruiting others to become Jeunesse distributors.

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

7 3. However, Plaintiffs did not make money as promised. Like the hundreds of
8 thousands of Jeunesse distributors before and after, Plaintiffs failed. They failed even though they
9 were committed and put in the time and effort. They failed because they were doomed from the
10 start by a Jeunesse marketing plan that systematically rewards recruiting distributors over retail
11 sales of product. A marketing plan in which Jeunesse pays a significant portion of every dollar that
12 Plaintiffs and other distributors pay for Jeunesse product to others in the form of “streams of
13 income,” regardless of the distributors’ actual retail sales. A marketing plan that pays millions to
14 those few at the top in recruiting rewards at the expense of the many at the bottom. As for
15 Plaintiff Alicia Hogue, when she did not make one payment to those upstream that were
16 scamming her, Jeunesse has even failed to honor payment for products of Jeunesse.

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

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

27 **II. TYPE OF ACTION**

28

1 6. Plaintiffs sue for themselves and for all persons who were Jeunesse distributors
2 from April 2009 until the present under California’s Endless Chain Scheme Law (California’s
3 Penal Code § 327 and California Civil Code § 1689.2), California’s Unfair Competition Law
4 (Business and Professions Code §17200 *et seq.*); False Advertising Law (Business and Professions
5 Code §17500), and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.*
6 against all defendants for the operation and promotion of an inherently fraudulent endless chain
7 scheme.

8 **III. PARTIES**

9 7. Plaintiff Mei Lin Tsai is and at all relevant times was an individual who did
10 business in Los Angeles County, California. Tsai became a Jeunesse distributor in 2014. Unlike
11 the modern business practice of Jeunesse, Mei Lin Tsai did not execute any documents. Plaintiff
12 was deceived by Jeunesse’s misleading opportunity, believing the opportunity was a legitimate
13 way to earn money (even though that was false), and Plaintiff Tsai did in fact lose money as a
14 result of Defendants’ unfair, unlawful, and fraudulent business practice.

15 8. Plaintiff Alyssia Hogue is and at all relevant times, was an individual who did
16 business in the city of Los Angeles, California. Hogue became a Jeunesse distributor in 2016.
17 Plaintiff Hogue was deceived by Jeunesse’s misleading opportunity believing it was a legitimate
18 way to earn money (even though that was false), and Plaintiff Hogue did in fact lose money as a
19 result of Defendants’ unfair, unlawful, and fraudulent business practice.

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

26 10. Randy Ray aka Ogale Erandal Ray, is a Florida resident and is a manger/officer for,
27 and co-founder of Jeunesse. Ray represents to the public and distributors that he has
28 “continuously created a unique business opportunity for thousands of distributors all over the

1 world.” “Randy and Wendy continue to provide new and sustainable business opportunities to
2 people worldwide.” Defendant Ray has operated other entities, one of which he entered an
3 assurance of voluntary compliance with the Florida Office of Attorney General, wherein he was
4 enjoined from among other things, violating Florida statutes pertaining to false and misleading
5 advertising and prohibition of illegal lotteries, chain letters, and pyramid clubs.

6 11. Wendy R. Lewis, is a Florida resident and is a manger/officer for, and co-founder
7 of Jeunesse. Lewis is the spouse of Ray. Lewis represents to the public and distributors that she
8 has “continuously created a unique business opportunity for thousands of distributors all over the
9 world.” “Randy and Wendy continue to provide new and sustainable business opportunities to
10 people worldwide.”

11 12. Scott A. Lewis is a Florida resident and is the Chief Visionary Officer for Jeunesse.
12 Scott A. Lewis has also served a Vice President of Operations.

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

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

16 15. A significant portion of Jeunesse’s sales occur in the State of California.

17 **IV. JURISDICTION AND VENUE**

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

25 17. Venue is proper in this Court because a substantial part of the events or omissions
26 giving rise to Plaintiffs’ claims occurred here, a substantial part of the property that is the subject
27 of this action is situated here, and Defendants are subject to personal jurisdiction, in this District.
28

1 18. Defendant Jeunesse is subject to the jurisdiction of this Court. Jeunesse has been
2 engaged in continuous and systematic business in California. In fact, most of Jeunesse's
3 distributions originate from California.

4 19. Jeunesse has a designated agent for service of process in this State or has its place
5 of business here and has committed tortious acts in this State.

6 20. Each of the Defendants named herein acted as a co-conspirator, single enterprise,
7 joint venture, co-conspirator, or alter ego of, or for, the other Defendants with respect to the acts,
8 omissions, violations, representations, and common course of conduct alleged herein, and ratified
9 said conduct, aided and abetted, or is other liable. Defendants have agreements with each other,
10 and other unnamed Diamond Director co-conspirators and have reached agreements to market and
11 promote the Jeunesse Pyramid as alleged herein.

12 21. Defendants, along with unnamed Diamond Director co-conspirators, were part of
13 the leadership team that participated with Jeunesse, and made decisions regarding: products,
14 services, marketing strategy, compensation plans (both public and secret), incentives, contests and
15 other matters. In addition, Defendants and unnamed co-conspirators were directly and actively
16 involved in decisions to develop and amend the distributor agreements and compensation plans.

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

25 23. Plaintiffs are informed and believes and thereon allege that, at all times relevant
26 hereto, all of the defendants together were members of a single association, with each member
27 exercising control over the operations of the association. Each reference in this complaint to
28 "defendant," "defendants," or a specifically named defendant, refers also to the above-referenced

1 unincorporated association as a jural entity and each defendant herein is sued in its additional
2 capacity as an active and participating member thereof. Based upon the allegations set forth in this
3 Complaint, fairness requires the association of defendants to be recognized as a legal entity, as the
4 association has violated Plaintiffs and Class Members' legal rights. *See e.g., Coscarart v. Major*
5 *League Baseball*, 1996 WL 400988 at *22 (N.D. Cal. 1996).

6 24. Plaintiffs are further informed and believe and thereon allege that each and all of
7 the acts herein alleged as to each defendant was authorized and directed by the remaining
8 defendants, who ratified, adopted, condoned and approved said acts with full knowledge of the
9 consequences thereof, and memorialized the authority of the agent in a writing subscribed by the
10 principal.

11 25. Plaintiffs are informed and believe and thereon allege that each of the defendants
12 herein agreed among each other to commit the unlawful acts (or acts by unlawful means)
13 described in this Complaint.

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

19 **V. FACTS**

20 **A. Overview Of Jeunesse' Pyramid Scheme**

21 27. As of 2015, More than 50 complaints have been filed with the Federal Trade
22 Commission ("FTC") and the Florida Attorney General's office regarding Jeunesse. The vast
23 majority of the complaints concern problems with obtaining refunds, and claims that Jeunesse is a
24 pyramid and/or ponzi scheme.

25 28. Some time in 2015, TruthInAdvertising.org conducted an investigation into
26 Jeunesse's business practices and filed its own complaint with the FTC.

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

4 30. Jeunesse admitted through its top-earning distributorships, that its method of
5 operation constitutes a pyramid scheme.

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

9 32. According to Hui in a video published online, her success is all about recruitment:

10
11 *So first thing we've got to do is go out there and recruit . . . We're building a*
12 *distribution channel if you would and so what we do – the first thing we do is*
13 *recruit. What do we recruit? We recruit entrepreneurs . . . And the second thing*
14 *we do is that we teach other people how to recruit because this business is all*
15 *about duplication. It's not about one person selling all the time cause that's*
16 *linear income, you know, trading time for money. But this business model is*
17 *about building distribution and about creating wealth . . . And then the third thing*
18 *we do is teach other people on how to teach other people and so that's when true*
19 *duplication happens . . . With wealth, with the money would be – we are paid to*
20 *build our distribution network.*

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

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

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

 35. Further evidencing the nature of Defendants’ pyramid scheme and the ponzi
scheme, Jeunesse’s products are regularly and systematically re-sold by distributors on

1 Amazon.com™ for less than the wholesale prices distributors can sell the product for. Based on a
2 common understanding of the marketplace, a normal class member cannot earn any retail profit
3 off the sales side of products because one of the largest seller of consumer goods in the United
4 States, Amazon.com, offers “cheaper” prices than a Jeunesse distributor. And this sale at prices
5 “lower than wholesale” price also shows sales of the products are not a motivating factor in
6 leading distributors to sign up. Distributors make profit from the commissions each distributor
7 below on their downline charges, that they will sell Jeunesse’s products at a loss based on what the
8 distributors have paid.

9 36. Jeunesse also has significant variance in its suggested retail of between \$45 to
10 almost \$300 (the suggested retail price at most times) during the class period. This range reflects
11 nearly no potential for profit if a distributor sells product at the “lower end” of the range, further
12 symbolizing that the business is propagated, and held up by commissions of persons on the lower
13 level of the pyramid. Particularly in the Chinese-American community, Jeunesse encourages
14 Chinese to sell at wholesale price and to take advantage merely of the “commissions” paid by
15 down-stream distributors.

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

23 38. All Class Members and Plaintiffs are required to purchase a mandatory starter kit
24 for \$49.95, with a \$19.95 renewal fee, the requirement to purchase at least \$100 per month of
25 product to remain qualified for all coinmission and bonuses. Should a distributor not purchase
26 \$100, the commissions of all those below them on the pyramid they would have been entitled to,
27 are forfeited.

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1 39. During nearly the entire Class Period (as later defined), Jeunesse did not make an
2 income disclosure statement to its distributors or prospective distributors, particularly during
3 nearly the entire time that Plaintiff Mci Lin Tsai was a distributor for Jeunesse.

4 40. Instead, Jeunesse made the following representations to the Class Members and
5 Plaintiff with no supporting information:

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

7 “\$2,000, \$3,000, \$10,000, \$20,000, \$50,000, \$100,000 – you can do it with Jeunesse.”

8 “\$2,000, \$3,000, \$10,000, \$20,000, \$50,000, \$100,000 – you can do it with Jeunesse.”
9 “It’s a proven plan. With as many as six streams of income. People are making \$26,250 a
10 week – a week. Think of what you could do with that.”

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

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

17 42. Even when Jeunesse did finally make income statement disclosures to some Class
18 Members in late 2015 (“Income Disclosures”), the statement was confusing, misleading, and false
19 as follows:

20 a. The Income Disclosures provided that 98% of the distributors of Jeunesse
21 (over 500,000 distributorships) gross less than \$5,500 per year;

22 b. The highest earning distributorships, the top of the pyramid scheme, earn a
23 majority of revenues from the scheme;

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

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

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1 e. The Income Disclosures fail to define material terms such as “Avg high
2 Gross Earnings/month” and “Avg Low Gross Earnings/month.”

3 f. The Income Disclosures fail to define a “distributor.”

4 g. Finally, the Income Disclosures are incorrect. The median is higher
5 numerically than the average of the “high income” persons, evidencing that the numbers are either
6 erroneous or fabricated.

7 43. Further evidencing the pyramid scheme, the “products” Jeunesse offers are a
8 complete scam and do not provide any of the benefits as represented. Specifically, all four of the
9 doctors on the board of Jeunesse claim that some Jeunesse products can literally manipulate
10 human genes and cells, even going so far as to say that Jeunesse products can actually slow the
11 aging process and cure cancer.

12 At Jeunesse’s 2015 Singapore convention, here’s what its physician team had to say:

13 *Vincent Giampapa, M.D.*: “prevention and restoration and regeneration . . . our products
14 are really designed to not only treat aging but to help prevent it and slow it at these early ages.” (at
15 4:33) Dr. Giampapa goes on to say, “One of the key focuses of AM PM was to really look at how
16 do we actually manipulate that gene clock but in a natural way. And what we found out . . . is . . .
17 plant extracts, herbs, enzymes – if they’re the right combinations of things can actually turn off
18 certain of these genes this that are negative aging genes and turn back on, for instance, genes that
19 help keep us healthy and young. So . . . AM PM we frequently refer that product as a vitamin
20 mineral supplement and in reality it’s the next evolution beyond vitamin and minerals.” (at 10:29)

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

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

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

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

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

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

18 46. In reality, few of Jeunesse's products are ever sold to anyone other than its
19 Distributors. Because its Distributors are the actual customers and ultimate users of its products,
20 Jeunesse requires an ever-expanding network of new Distributors in order to keep the pyramid
21 scheme running.

22 47. Under the public compensation plan, Distributors earn income from a) bonuses for
23 recruiting and sponsoring new representatives, and b) commissions from sales of products and
24 services to themselves and to the recruit in their downline include a 20% Check match on all
25 commissions received by personally sponsored distributors.

26 48. Jeunesse's message, at all times, has been centered around a recruitment driven
27 message, in which a Distributor's compensation derives from successful recruitment of new
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1 distributors. All of the exorbitant costs are paid in order to stay “active” and “qualified, which is
2 necessary to be compensated under the scheme.

3 49. Because Jeunesse’s Distributors essentially do not sell products to consumers (who
4 are not also distributors), they only obtain return on their investment by recruiting new distributors
5 (who then buy products).

6 50. This results in payouts alleged to be “bonuses” and “commissions”

7 51. Jeunesse’s emphasis on selling product packages to recruits is not based upon real
8 consumer demand for its products but instead by the new recruit’s desire to earn greater
9 commissions and bonuses under the Jeunesse Public Compensation Plan.

10 52. When a Jeunesse distributor recruits a new individual in his or her downline, and
11 the new individual “activates” by purchasing a Jeunesse product package, the distributor who
12 enrolled the new individual into his downline receives a “Customer Acquisition Bonus” ranging
13 from \$25 to \$250, depending on the price of the produce package purchased.

14 53. When a Jeunesse distributor recruits a new distributor who purchase a product
15 package, the following recruitment commissions are paid out:

- 16 • Basic Package (\$199.95)- \$25 commission
- 17 • Supreme Package (\$499.95) - \$100 commission
- 18 • Jumbo Package (\$799.95) - \$200 commission;
- 19 • 1-Year Jumbo Package (\$1799.95) - \$200 commission
- 20 • Ambassador Package (\$1099.95) - \$250 commission

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

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

1 payments.

2 56. Jeunesse has a 70% rule within its Policies & Procedures. It states: "In order to
3 qualify for commission and overrides, each distributor must certify with the purchase of
4 product that he/she has sold to retail customers and/or has consumed seventy percent (70%) of
5 all products previously purchased. This is known in the industry as the 'Seventy Percent
6 Rule'."

7 57. Jeunesse's Seventy Percent Rule depends entirely on self-verification and there
8 are no explicit sanctions for a violation. Even if Jeunesse were to take steps to verify this
9 certification, a distributor could meet the terms of the Policy and Procedures by merely
10 consuming the product personally, even if the purchase was motivated by the desire to earn
11 commissions. As such, even if enforced, this rule would not be effective to ensure product
12 sales to individuals outside the distribution network.

13 58. Jeunesse also has no Jeunesse-like "10 Customer Rule" or similar policy.
14 Jeunesse does not even require that a distributor make any product sales to ultimate
15 consumers outside the distribution channel. Pursuant to the Jeunesse Policies & Procedures:
16 "In order to qualify for any compensation payable under the Jeunesse Rewards plan, a
17 distributor *should* make retail sales to the ultimate consumer."

18 59. Jeunesse has a 1-year return policy for distributors who leave the business. The
19 ability to return product, however, is limited by potential expiration of the product (the
20 product must be in "CURRENT, REUSABLE AND RESALABLE condition") and, more
21 significantly, by the 70% certification assumed in every distributor's purchase. If the purchase itself
22 certifies that 70% will be sold.

23 60. Upon information and belief, recipients of such deals include Jeunesse top
24 earners Defendants Kim Hui, Jason Caramanis.

25 61. Jeunesse also recommends its Chinese distributors to transfer products out of Hong
26 Kong to avoid and flout Chinese laws concerning imports from countries such as the United States.
27 Thus, Jeunesse encourages its distributors to violate laws of other countries.

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1 **C. The Arbitration Provision in Jeunesse’s Policy and Procedures is**
2 **Procedurally and Substantively Unconscionable and Unenforceable.**

3 62. Plaintiff Mei Lin Tsai was not required to executed any documents, and she did not
4 actually execute any documents to enroll that would have bound her to arbitration. As for Plaintiff
5 Hogue, before becoming a Jeunesse Distributor, prospective distributors, including Plaintiff she
6 was required to sign Jeuncsse’s Distributor Agrcements,which incorporate the Jeuncsse Global Polic
7 ies and Procedures. Buried in the back of the
8 Jeunesse Global Policies and Procedures there is an arbitration provision. The arbitration
9 provision is provided on a “take-it-or-leave-it” basis with no opportunity for negotiation and
10 is therefore a contract of adhesion. The prospective distributor received no explanation of the
11 arbitration provision and would not have been permitted to become a distributor unless they
12 signed the Agreement that contains the offending, and unenforceable arbitration provision.
13 As a result of the unequal bargaining positions, the overall harshness of the adhesive
14 arbitration provision, Jeuncsse’s arbitration provision is procedurally unconscionable.

15 63. The Jeuncssc Policies and Procedures provide:

16 **11.6 Arbitration**

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

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any court of competent jurisdiction. This agreement for arbitration shall survive any termination or expiration of the Distributor Agreement.

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

Nothing in this rule shall prevent Jeunesse® from terminating the Distributor Agreement or 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 Jeunesse' s interests prior to 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.

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 the Policies and Procedures, Rewards Plan, or the Distributor Agreement.

The existence of any claim or cause of action by a distributor against Jeunesse®, whether predicated on the Distributor Agreement or otherwise, shall not constitute a defense to Jeunesse® enforcement of the covenants and agreements contained in the Distributor Agreement.

See Policies and Procedures (Ex. D) § 11.6 (the "Arbitration Provision").

64. The Arbitration Provision is unenforceable for at least three independent reasons: (1) it is an illusory provision that Jeunesse has the power to modify at any time without notice; (2) it is also substantively unconscionable in that it lacks mutuality, and (3) it is procedurally unconscionable because it is foisted upon distributors without any opportunity to bargain, negotiate, or even be informed of the significance of the provision, and it purports to deny rights guaranteed by statute.

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

5 66. Specifically, the Policies And Procedures provide:

6 Jeunesse, at its discretion, reserves the right to amend the Policies and
7 Procedures as set forth therein, its distributor or suggested retail prices,
8 product availability and formulations, and Rewards Plan, as it deems
appropriate without prior notice.

9 *See* Policy and Procedures (Ex. D), § 11.2. Jeunesse's unilateral right to modify the
10 Arbitration Provision renders the provision illusory and unenforceable.

11 67. The Arbitration Provision is also unenforceable because it requires that
12 distributors waive their right to a jury trial and access to the courts, but expressly reserves the
13 right for Jeunesse to have access to the courts to seek any remedy:

14 Nothing in this rule shall prevent Jeunesse ... from applying to and
15 obtaining from any court having jurisdiction a writ of attachment, a
16 temporary injunction, preliminary injunction and/or other injunctive or
17 emergency relief available to safeguard and protect Jeunesse's interests
18 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.

19 *See* Policy and Procedures (Ex. D), § 11.6. On the one hand, Jeunesse may have access to
20 any and all courts in the United States to seek any remedy, either at law or equity, before a
21 judge or an arbitrator; Jeunesse's distributors, on the other hand, are precluded from
22 accessing any Court or remedy other than through arbitration before the American Arbitration
23 Association; this demonstrates the lack of mutuality in the Arbitration Provision.

24 68. Further, Jeunesse's Arbitration Provision purports to restrict a distributor's right
25 to bring a class action. This class-action restriction further renders the arbitration provision
26 substantively unconscionable, as it purports to deny distributors a statutory right.

27 69. Because Jeunesse's Arbitration Provision is unconscionable, lacks mutuality,
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1 and/or lacks consideration, the claims of Plaintiff and the Class are not subject to arbitration
2 and this action is properly before this Court. Jeunesse cannot solicit and fraudulently induce
3 victims in Arizona for its illegal pyramid scheme and racketeering enterprise, and evade
4 redress for its violations under Arizona law by seeking to invoke this patently unconscionable,
5 illusory, and unenforceable Arbitration Provision.

6 70. As explained herein, Jeunesse, through its actions and omissions, intended to, and
7 did, conceal from Plaintiffs and other distributors in the class during the relevant period material
8 facts and information relating to Jeunesse's endless chain scheme and its deceptive earnings
9 claims. Plaintiffs did not discover, nor had they reason to discover, the information necessary for
10 the causes of action set forth in this Complaint.

11 71. Jeunesse's acts and omissions constitute a "continuing violation" such that any
12 limitations period for Plaintiffs' claims did not begin to accrue until the date of the last wrong or
13 injury that is the subject of this action.

14 **VI. CLASS ACTION ALLEGATIONS**

15 72. Plaintiffs bring this action as a class action under CCP § 382.

16 73. Plaintiffs seek to represent a nationwide class defined as follows:

17 "All persons who were Jeunesse distributors in the United States from April 2009 until the
18 present." ("Class Period").

19 74. Subject to confirmation, clarification and/or modification based on discovery to be
20 conducted in this action, Plaintiffs also seek to represent a sub-class in California, defined as
21 follows:

22 "All persons who were Jeunesse distributors in the United States from April 2009 until the
23 present."

24 75. Excluded from the class are the Defendants, family members, this Court, and any
25 Diamond Distributor.

26 76. Subject to confirmation, clarification and/or modification based on discovery to be
27 conducted in this action, Plaintiffs seek to represent a subclass of individuals who signed up to
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1 Jeunesse under a pre-September 2015 Representation of Compensation under the Income
2 Disclosures (“Pre-September 2015 Compensation Subclass”) - “All persons who were Jeunesse
3 distributors in the United States from April 2009 to September 2015 and who received a Pre-
4 September 2015 Compensation Subclass.

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

11 78. Plaintiffs seek to pursue a private attorney general action for injunctive relief for
12 themselves and all members of the class who agreed to a choice of law, and they satisfy the
13 standing and class action requirements.

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

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

21 81. There are questions of law and/or fact common to the class and subclasses,
22 including but not limited to:

- 23 a. Whether Jeunesse is operating an endless chain;
- 24 b. Whether distributors paid money to Jeunesse for (1) the right to sell a product and (2)
25 the right to receive, in return for recruiting others, rewards which were unrelated to the sale
26 of the product to retail consumers;
- 27 c. Whether Jeunesse’s rules apply to Section 327 claims;
- 28 d. If the Jeunesse rules do apply, are Jeunesse’s rules effective;

- 1 e. If the Jeunesse rules do apply, and Jeunesse's rules are effective, did Jeunesse enforce
- 2 those rules;
- 3 f. Whether Jeunesse omitted to inform the Plaintiffs and the plaintiff class that they were
- 4 entering into an illegal scheme where an overwhelming number of participants lose
- 5 money;
- 6 g. Whether Jeunesse's statements of compensation and Income Disclosures during the
- 7 Class Period were deceptive and misleading;
- 8 h. Whether Jeunesse overcharged for shipping;
- 9 i. Whether Jeunesse's conduct constitutes an unlawful, unfair and/or deceptive trade
- 10 practice under California state law;
- 11 j. Whether Jeunesse's conduct constitutes unfair competition under California state law;
- 12 and
- 13 k. Whether Jeunesse's conduct constitutes false advertising under California state law and

14 82. These and other questions of law and/or fact are common to the class and
15 subclasses and predominate over any question affecting only individual class members.

16 83. Plaintiffs' claims are typical of the claims of the class and subclasses in that
17 Plaintiffs were distributors for Defendant Jeunesse and lost money because of the illegal scheme,
18 and each received false financial disclosures.

19 84. Plaintiffs will fairly and adequately represent the interests of the class and
20 subclasses. Plaintiffs' claims are typical of those of the class and subclasses.

21 85. Plaintiffs' interests are fully aligned with those of the class and subclasses. And
22 Plaintiffs have retained counsel experienced and skilled in complex class action litigation.

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

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1 87. Plaintiffs know of no difficulty likely to be encountered in the management that
2 would preclude its maintenance as a class action.

3 **FIRST CLAIM FOR RELIEF**

4 **(ENDLESS CHAIN SCHEME; California Penal Code §327 and Section 1689.2 of the**
5 **California Civil Code)**

6 **Against All Defendants including DOES 1 through 100**

7 **(On Behalf of the Class)**

8 88. Plaintiffs reallege all allegations, and incorporates previous allegations by
9 reference.

10 89. Section 1689.2 of the California Civil Code provides:

11
12 A participant in an endless chain scheme, as defined in Section 327 of
13 the Penal Code, may rescind the contract upon which the scheme is
14 based, and may recover all consideration paid pursuant to the scheme,
less any amounts paid or consideration provided to the participant
pursuant to the scheme.

15 90. Jeunesse is operating an endless chain scheme.

16 91. Plaintiffs and the class have suffered an injury in fact and have lost money or
17 property because of Jeunesse’s operation of an endless chain, business acts, omissions, and
18 practices.

19 92. Plaintiffs and the class are entitled to:

20 a. rescind the contract upon which the scheme is based and recover all consideration paid
21 under the scheme, less any amounts paid or consideration provided to the participant under the
22 scheme;

23 b. restitution, compensatory and consequential damages (where not inconsistent with their
24 request for rescission or restitution); and

25 c. attorneys’ fees, costs, pre- and post-judgment interest.

26 **SECOND CLAIM FOR RELIEF**

27 **(Unfair and Deceptive Practices Claims Under Cal. Bus. & Prof. Code § 17200, et seq.)**

28 **Against All Defendants, including DOES 1 to 100**

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(On Behalf of the Class, and All Subclasses)

93. Plaintiffs reallege all allegations, and incorporate previous allegations by reference.

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

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

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

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

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

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

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

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

102. Jeunesse’s business practices are fraudulent in four separately actionable ways: (1) Jeunesse’s illegal and deceptive “endless chain;” (2) the touted, yet non-existent, Jeunesse

1 “business opportunity” for everyone, including but not limited to Jeunesse’s massive advertising
2 campaign and the misleading statements of compensation; (3) the shipping fees that actually were
3 secret profit generators untied to, and undetermined by, Defendants’ actual packaging and
4 handling related costs.

5 103. First, as detailed herein, Defendants promoted participation in the Jeunesse endless
6 chain, which has a compensation program based on payments to participants for the purchase of
7 product by participants, not the retail sale of products or services.

8 104. Jeunesse has made numerous misleading representations about the business
9 opportunity of Jeunesse and the income that a recruit or a distributor can realize by becoming a
10 distributor and participating in the scheme.

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

13 106. As a direct result of Jeunesse’s fraudulent representations and omissions regarding
14 the Jeunesse endless chain described herein, Jeunesse wrongly acquired money from Plaintiffs and
15 the members of the classes.

16 107. Second, Jeunesse touted, in numerous different ways as part of a massive
17 advertising campaign, a “business opportunity,” which Jeunesse also repeatedly and in many ways
18 represented, among other things, as being “for everyone” and allowing “full time” or “part time”
19 opportunities.

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

23 109. As part of this campaign and a further inducement to potential distributors,
24 Jeunesse made and disseminated statements of compensation that further misled the public, among
25 other things: (1) by using cryptic and technical terms known to Jeunesse but not to the general
26 public or to those exploring the claimed “business opportunity,” (2) by highlighting the “winners,”
27 i.e., those that received compensation from Jeunesse, and the average gross compensation paid by
28 Jeunesse to those winners, (3) by failing to disclose the actual number of “winners” as compared

1 to the number of distributors who received no compensation from Jeunesse (i.e., the “losers”); and
2 (4) by downplaying and omitting the risks and costs involved in starting an Jeunesse
3 distributorship and succeeding in such a distributorship.

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

8 111. Jeunesse knew, or should have known, that the selective information presented to
9 distributors in the compensation package, the Income Disclosures, and its massive advertng
10 campaign during that time frame touting its purported “business opportunity” was likely to
11 mislead the public and did in fact mislead the public into believing there was a legitimate
12 “business opportunity” in which distributors, or a large portion of them, could make money in
13 either a full or part time capacity. In fact, however, there was no such “business opportunity,”
14 except for a very select few.

15 112. As a direct result of Jeunesse’s fraudulent representations and omissions regarding
16 the Statement and the massive advertng campaign during that time frame and thereafter touting
17 Jeunesse’s purported “business opportunity” described herein, Jeunesse wrongly acquired money
18 from Plaintiffs and the members of the Class/subclasses.

19 113. Plaintiffs and the class purchased Jeunesse products and were charged a significant
20 flat shipping fee.

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

25 115. Jeunesse knew, or should have known, that the misrepresentations and omissions
26 about the handling fees were likely to mislead the public and its distributors.

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1 116. As a direct result of Jeunesse’s fraudulent representations and omissions regarding
2 the purported handling fees described herein, Jeunesse wrongly acquired money from Plaintiffs
3 and the members of the classes.

4 117. The named Plaintiffs have standing to bring these Section 17200 claims under the
5 fraudulent prong and can demonstrate actual reliance on the alleged fraudulent conduct.

6 118. For instance, Plaintiffs received the IBP or mini-IBP, which promoted the Jeunesse
7 Scheme and claimed “business opportunity” and contained material false representations regarding
8 the success distributors could achieve through Jeunesse by purchasing products and recruiting
9 others to do the same.

10 119. There were other representations made to distributors as part of the massive
11 advertising campaign regarding the claimed “business opportunity,” on which Plaintiffs or some
12 of them, reasonably believed the representations they could succeed in the “business opportunity,”
13 did not return the refund, purchased Jeunesse products and did not immediately return them,
14 signed up as Jeunesse distributors, and attempted to and recruited others to do the same. These
15 other representations include, but are not limited to the following:

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

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

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

26 d. Presentations by Jeunesse, including the presentations described in this complaint,
27 which contained material false representations regarding the “business opportunity” and
28 the success that a distributor could get through Jeunesse by purchasing products and

1 recruiting others to do the same.

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

6 120. To the extent proof of reliance is required of Plaintiffs, Jeunesse and the Diamond
7 Distributors knew that Plaintiffs and the class would reasonably rely on their representations and
8 omissions, which would cause the Plaintiffs and the class joining the fraudulent endless chain
9 scheme and purchasing the products, and Plaintiffs did in fact reasonably rely upon such
10 representations and omissions.

11 121. Indeed, had Plaintiffs and the class known that Jeunesse and its Diamond
12 Distributors were promoting an endless chain, they would not have become Jeunesse distributors
13 in the first place and, if learned after becoming a distributor, they would not have purchased
14 Jeunesse products thereafter.

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

19 123. And had Plaintiffs and the class known that the “Packaging and Handling” fees

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

1 132. All claims brought under this Third Cause of Action that refer or relate to the false,
2 untrue, fraudulent or misleading Income Disclosures of Average Gross Compensation and the
3 touted Jeunesse “business opportunity” are brought on behalf of Plaintiffs and the sub-class

4 133. All claims brought under this Third Claim for Relief that refer or relate to the false,
5 untrue, fraudulent or misleading “Packaging and Handling” or FedEx freight fees before April 14,
6 2013 are brought on behalf of Plaintiffs and the Packaging & Handling and FedEx Freight
7 Subclass.

8 134. Defendants’ business acts, false advertisements and materially misleading
9 omissions constitute false advertising, in violation of the California Business and Professions
10 Code § 17500, *et seq.*

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

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

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

25 138. Because of Defendants’ untrue and/or misleading representations, Defendants
26 wrongfully acquired money from Plaintiffs and the class members to which it was not entitled.
27 The Court should order Defendants to disgorge, for the benefit of Plaintiffs and all other Jeunesse

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1 distributors in the class who signed a Distributor Agreement with Jeunesse governed by California
2 law their profits and compensation and/or make restitution to Plaintiffs and the class.

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

8 **FOURTH CLAIM FOR RELIEF**

9 **(RICO 18 U.S.C. § 1962(a))**

10 **Against All Defendants, including DOES 1 to 100**

11 **(On Behalf of the Class, and All Subclasses)**

12 140. Plaintiff reallege the previous allegations.

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

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

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

27 a. Jeunesse is the founder, architect, and beneficiary of the Jeunesse Pyramid.
28 Through interstate wire and mails, emails faxes, and the internet, it coordinates the Jeunesse

1 Enterprise, a worldwide scheme. It also pays and awards the commissions, bonuses, and other
2 incentives to the Defendants and others.

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

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

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

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

18 145. From at least April 2009 and continuing until the present, Jeunesse with each other
19 and the remaining defendants, executed a *per se* scheme to defraud through a pattern of
20 racketeering made up of distinct acts of mail and wire fraud under 18 U.S.C. §§ 1341 and 1343.
21 The Jeunesse Enterprise engaged in and affected interstate and foreign trade. The Jeunesse
22 Enterprise transacts business through the instrumentalities of interstate commerce such as
23 telephones, facsimile machines, the internet, email, and the United States mail and interstate
24 commercial carrier to communicate in furtherance of the activities of the Jeunesse Enterprise.
25 The Jeunesse Enterprise advertises, markets, and sells products and services throughout the United
26 States. The operation of the enterprise continued over several years, including activities in every
27 state, and has affected and damaged, and continues to affect and damage, commercial activity.

28 146. To further the goals of the Jeunesse Enterprise, which were to (1) earn money

1 through fraudulent means, (2) entice individuals to become Jeunesse distributors, (3) entice
2 individuals to purchase products from Jeunesse, (4) entice individuals to recruit others to become
3 Jeunesse distributors and profit off those recruits' purchases of Jeunesse products, and (5) reap
4 large profits for themselves based on false representations, Jeunesse and the remaining defendants
5 engaged in various forms of illegal activity, including (a) mail fraud, (b) wire fraud, and (c)
6 conspiracy.

7 147. The pattern of racketeering activity alleged is distinct from the Jeunesse Enterprise.
8 Each act of racketeering activity is distinct from the Jeuncsse Enterprise in that each is a separate
9 offense committed by an entity or individual while the Jeunesse Enterprise is an association of
10 entities and individuals. The Jeunesse Enterprise has an ongoing structure and/or organization
11 supported by personnel and/or associates with continuing functions or duties.

12 148. The racketeering acts set out above and below, and others, all had the same pattern
13 and similar purpose of defrauding Plaintiffs and the class for the benefit of the Jeunesse Enterprise
14 and its members. Each racketeering act was related, had a similar purpose, involved the same or
15 similar participants and methods of commission and had similar results affecting Plaintiffs and the
16 class. The racketeering acts of mail and wire fraud were also related to each other in that they were
17 part of the Jeunesse Enterprise's goal to fraudulently induce Plaintiffs and the class to join the
18 illegal scheme, purchase products, and recruit others to join the scheme.

19 149. Jeunesse' and other Defendants' wrongful conduct has been and remains part of
20 Jeunesse Enterprise's ongoing way of doing business and constitutes a continuing threat to the
21 property of Plaintiffs and the class. Without the repeated acts of mail and wire fraud, the Jeunesse
22 Enterprise's fraudulent scheme would not have succeeded.

23 150. Revenue gained from the pattern of racketeering activity, which constitutes a
24 significant portion of the total income of Jeunesse and the Diamond Distributors, was reinvested in
25 the operations of the Jeunesse Enterprise for the following purposes: (a) to expand the operations
26 of the Jeunesse Enterprise through additional false and misleading advertising and promotional
27 materials aimed at recruiting new distributors; (b) to facilitate the execution of the
28 illegal scheme; and (c) to convince current distributors to recruit new distributors, and purchase

1 Jeunesse products.

2 151. Plaintiffs and the class were injured by the reinvestment of the racketeering income
3 into the Jeunesse Enterprise because they invested billions of dollars of their own money through
4 their purchasing of products, promotional materials, and Jeunesse products, all of which were
5 packaged and shipped at inflated charges.

6 152. In connection with promoting and executing their illegal scheme, members of the
7 Jeunesse Enterprise knowingly and recklessly placed and caused to be placed in the United States
8 mail or by interstate commercial carrier, or took or received therefrom, matters or things to be sent
9 to or delivered by the United States mail or by interstate commercial carrier comprising, among
10 other things product, invoices, letters, promotional materials, brochures, products and checks to
11 Plaintiffs and the class and received communications between and among themselves through the
12 United States mail, in all fifty states and the District of Columbia. It was reasonably foreseeable
13 that these mailings or receipts would take place in furtherance of the fraudulent scheme.

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

27 154. Each Defendant has promoted the Jeunesse Pyramid and Jeuncsse Enterprise. Each
28 use of the mail or wire by Defendants and the Diamond Distributors done in furtherance of the

1 Jeunesse Pyramid is an act of racketeering.

2 155. The pattern of racketeering activity through which the affairs of the Jeunesse
3 Enterprise were conducted and in which Jeunesse and the Diamond Distributors participated
4 consisted of the following:

5 156. In 2015, plaintiff Mein Lin Tsai received, through online materials from Jeunesse,
6 which promoted the Jeunesse Enterprise and contained material false representations regarding the
7 success distributors could achieve through Jeunesse by purchasing products and recruiting others
8 to do the same. This information was sent with the purpose and intent of promoting the Jeunesse
9 Enterprise's illegal scheme, all in violation of 18 U.S.C. § 1341.

10 157. Throughout 2015, as an Jeunesse distributor, plaintiff received, through email, from
11 Jeunesse that promoted the Jeunesse Enterprise and contained material false representations
12 regarding the success that a distributor could achieve through Jeunesse by purchasing products and
13 recruiting others to do the same. Because of his receipt of these emails the representations
14 contained therein, Plaintiff Plaintiffs purchased Jeunesse products and tried to recruit others to do
15 the same. Jeunesse International of America, Inc. sent those emails with the purpose and intent of
16 promoting the Jeunesse Enterprise's illegal scheme. This violated 18 U.S.C. § 1343.

17 158. Jeunesse's and the Diamond Distributors' representations and omissions were the
18 proximate cause of Plaintiffs and the class joining the fraudulent scheme and purchasing the
19 products.

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

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

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

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Dated: December 30, 2016

LINDEMANN LAW FIRM, APC



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DEMAND FOR JURY TRIAL

Plaintiffs Mei Lin Tsai, Alyssia Hogue, on behalf of themselves and those similarly situated, hereby request a jury trial on all matters so triable.

LINDEMANN LAW FIRM, APC



Dated: December 30, 2016

By: **BLAKE J. LINDEMANN, SBN 25574**
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Blake J. Lindemann, SBN 255747 Po Satia Hagvalier, SBN 236612 433 N. Camden Dr., 4th Fl. Beverly Hills, CA 90210 TELEPHONE NO.: 310-279-5269 FAX NO.: 310-300-0267 ATTORNEY FOR (Name): Mei Lin Tsai, Alyssia Hogue, and the Interim Class	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED <small>Superior Court of California County of Los Angeles</small> DEC 30 2016 Shari H. Carter, Executive Officer/Clerk By: Charlo L. Coleman, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF: Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District	CASE NAME: Mei Lin Tsai, et al. v. Jeunesse, LLC, et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: BC 645192	JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2):

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIP/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/D/W/D (23) Non-PIP/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input checked="" type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not: complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. money b. nonmonetary, declaratory, or injunctive relief c. punitive
4. Number of causes of action (specify): 6
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/29/16
 Blake J. Lindemann
(TYPE OR PRINT NAME)
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE:

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (48) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
Other PUPD/WND (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
Other PUPD/WND (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WND (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PUPD/WND	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PUPD/WND (Other) Tort	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (18)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-PUPD/WND Tort (35)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SHORT TITLE: Mei Lin Tsai, et al. v. Jeunesse, LLC, et al.	CASE NUMBER: BC 645192
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL: _____ HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ul style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory Filing Location (Hub Case) |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 2, 4
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2 2
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4 1, 4
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4 1, 4 1, 3 1, 4

SHORT TITLE: Mei Lin Tsai, et al. v. Jeunesse, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 8.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 8. 2., 8. 2., 8.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Mei Lin Tsai, et al. v. Jeunesse, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input checked="" type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6180 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 6.	
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

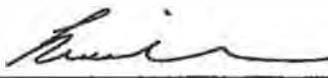
SHORT TITLE: Mei Lin Tsai, et al. v. Jeunesse, LLC, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 1540 S. Cochran Ave. Los Angeles, CA 90019			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: Los Angeles</td> <td style="width:33%; padding: 2px;">STATE: CA</td> <td style="width:33%; padding: 2px;">ZIP CODE: 90019</td> </tr> </table>	CITY: Los Angeles	STATE: CA	ZIP CODE: 90019	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90019		

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles (Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)).

Dated: 12/29/16



 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - CLASS ACTION CASES**

Case Number BC 6 4 5 1 9 2

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT
Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3 (c)).

ASSIGNED JUDGE	DEPT.	ROOM
Judge Elihu M. Berle	323	1707
Judge William F. Highberger	322	1702
Judge John Shepard Wiley, Jr.	311	1408
<input checked="" type="checkbox"/> Judge Kenneth Freeman	310	1412
Judge Ann Jones	308	1415
Judge Maren E. Nelson	307	1402
OTHER		

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution; bifurcation; settlement; trial date; and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine; bifurcation motions; statements of major evidentiary issues; dispositive motions; requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

Given to the Plaintiff/Cross Complainant/Attorney of Record on

SHERIL R. CARTER, Executive Officer/Clerk

DEC 30 2016

BY G. L. COLTER Deputy Clerk

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER:	Reserved for Clerk's File Stamp
TELEPHONE NO: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options, as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	v	_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Received by Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference; either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

✓

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NO./SICR	Received by Court's File Clerk
TELEPHONE NO.: _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FAX NO. (Optional): _____	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: _____		
PLAINTIFF: _____		
DEFENDANT: _____		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER: _____

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

Y

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

1 KELLEY DRYE & WARREN LLP
Lee S. Brenner (State Bar No. 180235)
2 lbrenner@kelleydrye.com
Ken D. Kronstadt (State Bar No. 259996)
3 kkronstadt@kelleydrye.com
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4 Los Angeles, CA 90067-4008
Telephone: (310) 712-6100
5 Facsimile: (310) 712-6199

6 Jeffrey Jacobson (*pro hac vice to be filed*)
jjacobson@kelleydrye.com
7 Glenn T. Graham (*pro hac vice to be filed*)
ggraham@kelleydrye.com
8 One Jefferson Road, 2nd Floor
Parsippany, NJ 07054

9 Attorneys for Defendant
10 Jeunesse, LLC

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 MEI LIN TSAI, an individual; ALYSSIA
14 HOGUE, an individual,

15 Plaintiffs,

16 v.

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

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22 Defendants.
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Case No.

**DECLARATION OF LEE S.
BRENNER IN SUPPORT OF
DEFENDANT JEUNESSE LLC'S
NOTICE OF REMOVAL OF
ACTION**

*[Notice of Removal, Rule 7.1 Disclosure
Statement And Notice Of Interested
Parties Filed Concurrently Herewith]*

Action Filed: December 30, 2016

1 I, Lee S. Brenner, declare as follows:

2 1. I am an attorney duly admitted to practice before this Court. I am a
3 partner of Kelley Drye & Warren LLP (the “Firm”), attorneys of record for
4 Defendant Jeunesse, LLC (“Jeunesse”). I submit this declaration in support of
5 Jeunesse’s Notice of Removal of Action (the “Notice”). I have personal knowledge
6 of the facts set forth herein, except to those stated on information and belief and, as
7 to those, I am informed and believe them to be true. If called as a witness, I could
8 and would competently testify to the matters stated herein.

9 2. On or about December 30, 2016, Plaintiffs Mei Lin Tasi and Alyssia
10 Hogue (“Plaintiffs”) filed a lawsuit against Jeunesse, Kim Hui, Randy Ray aka
11 Ogale Ray, Wendy R. Lewis, Jason Caramanis (erroneously sued as “Jason
12 Caramins”), Scott A. Lewis and Does 1-100 (collectively, “Defendants”), styled as
13 *Mei Lin Tsai and Alyssia Hogue v. Jeunesse, LLC, et al.*, Case No. BC645192 in the
14 Superior Court for the State of California, County of Los Angeles, Central District
15 (the “State Court Action”). A true and correct copy of Plaintiff’s Summons and
16 Complaint in the State Court Action is attached to the Notice of Removal as Exhibit
17 A.

18 3. Plaintiffs served the Summons and Complaint on Jeunesse on or about
19 January 5, 2017.

20 I declare under penalty of perjury under the laws of the State of California and
21 the United States that the foregoing is true and correct.

22 Executed January 10, 2017 at Los Angeles, California.

23 By: /s/ Lee S. Brenner
24 Lee S. Brenner

25
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1 KELLEY DRYE & WARREN LLP
Lee S. Brenner (State Bar No. 180235)
2 lbrenner@kelleydrye.com
Ken D. Kronstadt (State Bar No. 259996)
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6 Jeffrey Jacobson (*pro hac vice to be filed*)
jjacobson@kelleydrye.com
7 Glenn T. Graham (*pro hac vice to be filed*)
ggraham@kelleydrye.com
8 One Jefferson Road, 2nd Floor
Parsippany, NJ 07054

9 Attorneys for Defendant
10 Jeunesse, LLC

11 **UNITED STATES DISTRICT COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

13 MEI LIN TSAI, an individual; ALYSSIA
14 HOGUE, an individual,

15 Plaintiffs,

16 v.

17 JEUNESSE, LLC, a Florida limited
liability company; JEUNESSE, INC., a
18 Florida Corporation; KIM HUI, an
individual; RANDY RAY aka OGALE
19 RAY, an individual; WENDY R. LEWIS,
an individual; JASON CARAMINS, an
20 individual; SCOTT A. LEWIS, an
individual; and DOES 1-100,
21

22 Defendants.
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Case No.

**PROOF OF SERVICE RE
JEUNESSE LLC'S NOTICE OF
REMOVAL OF ACTION**

Action Filed: December 30, 2016

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 10100 Santa Monica Boulevard, Twenty-Third Floor, Los Angeles, California 90067-4008.

On January 10, 2017, I served a true copies of the foregoing documents Entitled

BY HAND: I placed a true and correct copy thereof in a sealed envelope and instructed First Legal Support Services to hand deliver said envelope to the address noted below:

- 1. **CIVIL CASE COVER SHEET**
- 2. **DEFENDANT JEUNESSE, LLC'S NOTICE OF REMOVAL**
- 3. **DEFENDANT JEUNESSE, LLC'S RULE 7.1 DISCLOSURE STATEMENT AND NOTICE OF INTERESTED PARTIES**
- 4. **DECLARATION OF LEE S. BRENNER IN SUPPORT OF DEFENDANT JEUNESSE LLC'S NOTICE OF REMOVAL OF ACTION**

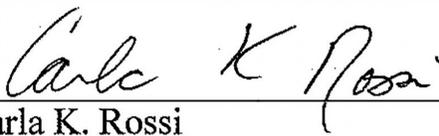
on the interested parties in this action as follows:

Blake J. Lindemann, Esq. *blake@lawbl.com*
 Po Satia Waghalter, Esq.
LINDEMANN LAW FIRM, APC
 433 N. Camnden Drive, 4th Floor
 Beverly Hills, CA 90210
 Telephone: (310) 279-5269

BY HAND: I placed a true and correct copy thereof in a sealed envelope and instructed First Legal Support Services to hand deliver said envelope to the address noted above.

FEDERAL: I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on January 10, 2017, at Los Angeles, California.



 Carla K. Rossi