

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 1:17-cv-23429-MGC-JG

JEFF RODGERS, *et al.*,

Plaintiffs,

vs.

HERBALIFE LTD., *et al.*,

Defendants.

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**DEFENDANTS' JOINT MOTION TO TRANSFER VENUE TO THE CENTRAL  
DISTRICT OF CALIFORNIA PURSUANT TO 28 U.S.C. § 1404(A)**

Defendants HERBALIFE LTD., HERBALIFE INTERNATIONAL, INC., and HERBALIFE INTERNATIONAL OF AMERICA, INC. (collectively, "Herbalife"), and SUSAN PETERSON, LESLIE STANFORD, JOHN TARTOL, DAN WALDRON, FERNANDO "NANI" RANCEL, PAULINA RIVEROS, GABRIEL SANDOVAL, EMMA SANDOVAL, MICHAEL KATZ, DEBI KATZ, DENNIS DOWDELL, CODY MORROW, MARK MATIKA, ENRIQUE CARRILLO, MARK ADDY, JILL ADDY, GARRAIN JONES, JORGE DE LA CONCEPCION, DISNEY DE LA CONCEPCION, ALCIDES MEJIA, MIRIAM MEJIA, CAROL ROSENAU, RON ROSENAU, AMBER WICK, JASON WICK, GRAEME EDWARDS, DANIELLE EDWARDS, SAM HENDRICKS, AMY HENDRICKS, TOMMY GIOIOSA, SANDY GIOIOSA, JENNIFER MICHELI, GUILLERMO RASCH, CLAUDIA RASCH, RYAN BAKER, KRIS BICKERSTAFF, BRADLEY HARRIS, PAYMI ROMERO, ARQUIMEDES VALENCIA, LORI BAKER, MANUEL COSTA, CHRISTOPHER REESE, MARK DAVIS, AND JENNY DAVIS (the "Individual Defendants," and collectively with Herbalife, "Defendants"), pursuant to 28 U.S.C. § 1404(a), *and subject to and without waiver of Defendants' Joint Motion to Compel Arbitration*, move to transfer venue of this action to the Central District of California, and submit the following Memorandum of Law.

## I. INTRODUCTION

This action was commenced by eight individuals, each of whom is an Herbalife distributor or the spouse of an Herbalife distributor, on behalf of a putative nationwide class, against three Herbalife entities headquartered in California, along with some of Herbalife's top distributors. The named Plaintiffs are not, as the Complaint would suggest, eight random individuals who happened to attend "Circle of Success" events and were allegedly misled into habitually attending such events. Rather, the named Plaintiffs each sought to pursue the Herbalife business opportunity as distributors, and are bound by written Distributorship Agreements and subject to the strictures of those agreements.

Four of the named Plaintiffs, Patricia Rodgers, her husband Jeff Rodgers, Izaar Valdez, and Jennifer Ribalta, are subject to a broad forum selection clause contained in their agreements, which mandates that the adjudication of "any claims" take place in the state or federal courts located in Los Angeles, California. Under the Supreme Court's recent decision in *Atlantic Marine*, such clauses must be enforced *without regard* to the convenience of the parties or the plaintiff's choice of forum. The claims Plaintiffs bring here plainly arise out of their distributorship relationship with the company and their pursuit of the Herbalife business opportunity, and therefore must be transferred to the Central District of California.<sup>1</sup>

Not only have Plaintiffs flouted the forum selection clauses of their Distributorship Agreements, but they altogether ignore the 2015 class action settlement in *Bostick v. Herbalife*, a settlement that fully adjudicated and released the very claims brought by Plaintiffs here, and one over which the Central District of California retains exclusive and continuing jurisdiction. Four of the named Plaintiffs, Patricia Rodgers, Jeff Rodgers, Izaar Valdez, and Felix Valdez, are bound by the broad release in *Bostick*, which, among other things, releases claims against

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<sup>1</sup> The remaining four named Plaintiffs, Jennifer Lavigne, her husband Michael Lavigne, Cody Pyle, and Felix Valdez, are bound by arbitration provisions contained in their Distributorship Agreements. In a separate motion, Defendants move to compel arbitration against all of the named Plaintiffs because the remaining Plaintiffs are subject to an arbitration provision in Herbalife's revised rules, which went into effect during the tenure of each Plaintiff's distributorship. This Motion is brought subject to Defendants' Joint Motion to Compel Arbitration. To the extent any portion of this action is not sent to arbitration, Defendants seek transfer of whatever claims remain to the Central District of California. Attached as **Exhibit 1** to this Motion is a chart identifying each named Plaintiff and the provisions to which they are subject.

Herbalife arising out of any allegation that Herbalife engaged in “false and/or misleading advertising” or a “fraudulent scheme.” Such allegations form the crux of Plaintiffs’ Complaint in this case.

Under 28 U.S.C. § 1404(a), the *Bostick* settlement provides a separate basis for transfer of the *entire action*, independent of the forum selection clauses contained in certain Plaintiffs’ Distributorship Agreements. If and to the extent arbitration is not compelled, the District Court for the Central District of California, which retains exclusive jurisdiction to construe the settlement, must be the court to adjudicate the question of whether these Plaintiffs’ claims are barred by the *Bostick* release in order to avoid the risk of inconsistent rulings (both in this case and in future cases). Courts routinely transfer cases for this reason. While the “private interest” factors under § 1404(a) are insignificant compared to the overwhelming interest in judicial economy in transferring this case to the Central District of California, these factors also favor transfer.

Lastly, another factor weighing in favor of transfer under § 1404(a) is the 2016 FTC consent decree (extensively cited in and attached as an exhibit to the Complaint), over which the Central District of California also retains continuing and exclusive jurisdiction. Courts have held that civil claims intertwined with a consent decree, as are the claims Plaintiffs bring here, should be dealt with by the court that approved the decree.

Ultimately, this is a case where Plaintiffs—half of whom do not even reside in Florida—filed a purported nationwide class action in Florida, despite all signs pointing to the Central District of California as the proper venue for this action. To the extent any portion of this case remains after the resolution of Defendants’ Motion to Compel Arbitration, it should be transferred to the Central District of California.

## II. RELEVANT FACTUAL BACKGROUND

### A. Plaintiffs’ Allegations

Plaintiffs, each of whom is an Herbalife distributor or the spouse of a distributor, contend they attended numerous Herbalife-sponsored events, at which certain alleged misrepresentations were made. Declaration of Roxane Romans (“Romans Decl.”) at ¶¶ 2-8, Exhs. A - G; D.E. 1 (Complaint) at ¶¶ 149, 151, 164, 179, 182, 193. Plaintiffs allege primarily that they were pitched a “guaranteed pathway to attaining life changing financial success,”

and encouraged to “attend every event” in order to achieve such success. D.E. 1 at ¶¶ 2, 9. Plaintiffs allege that they have been attending such events since as early as 2008. *Id.* at ¶¶ 149, 183. They seek as damages not only the cost of attending these events, but also money spent in “pursuing Herbalife’s fraudulent and illusory business opportunity.” *Id.* at ¶¶ 163, 173, 181, 190. Based on these allegations, Plaintiffs bring claims under the federal RICO statute and Florida’s Deceptive and Unfair Trade Practices Act, along with claims for unjust enrichment and negligent misrepresentation.

**B. Plaintiffs Patricia Rodgers, Jeff Rodgers, Izaar Valdez, and Jennifer Ribalta Each Entered Into a Mandatory Forum Selection Clause Contained in Their Distributorship Agreements.**

Plaintiffs Izaar Valdez, Patricia Rodgers, Jeff Rodgers,<sup>2</sup> and Jennifer Ribalta entered into Distributorship Agreements with Herbalife, which include the following forum selection clause:

Any Claim *shall be resolved exclusively* in a judicial proceeding in either the Superior Court or the United States District Court, both located in Los Angeles, California. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.

Romans Decl. at ¶¶ 2-3, 6, Exh. A at ¶ 11, Exh. B at ¶ 11, Exh. F at ¶ 17 (emphasis added).

The remaining named Plaintiffs, Jennifer Lavigne, her husband Michael Lavigne (who pursued the Herbalife business opportunity through his wife’s distributorship), Cody Pyle, and Felix Valdez, each signed arbitration agreements and class action waivers. *Id.* at ¶¶ 4-5, 7, Exh. C at 7-9; Exh. D at 7-9, Exh. G at ¶ 4 (emphasis added).

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<sup>2</sup> Herbalife does not permit spouses to enter into separate Distributorship Agreements. Romans Decl. at ¶ 8. Therefore, Jeff Rodgers, Patricia Rodgers’ husband, is not permitted to have a separate distributorship. As Defendants understand the Complaint, Mr. Rodgers alleges he jointly pursued the Herbalife business opportunity with his wife under her distributorship. *See* D.E. 1 at ¶¶ 155-163.

**C. The Class Action Settlement in *Bostick v. Herbalife*.**

**1. The Scope of the *Bostick* Action Subsumes the Allegations in this Case.**

In 2015, Herbalife settled *Bostick v. Herbalife Int’l of America, Inc., et al.*, No. cv-13-02488 (C.D. Cal.), a nationwide class action brought by Herbalife distributors. Like the Plaintiffs here, the plaintiffs in *Bostick* alleged primarily that Herbalife misrepresented to them that if they “put in the time, effort, and commitment,” they could successfully pursue the Herbalife business opportunity. D.E. 61-1 (Request for Judicial Notice) at ¶ 1. The *Bostick* complaint, like the Complaint here, also alleged that these misrepresentations were made at Herbalife-sponsored events. *See, e.g., id.* at ¶ 32, ¶ 146, ¶ 166 (“You only have to put in the hard work along with the dedication, patience and discipline, attributes you can learn at the events”), ¶¶ 174-177 (describing alleged misrepresentations made at Herbalife “Extravaganza” events), ¶ 214 (alleging Herbalife encouraged distributors to put money towards attending “Training events/seminars”), ¶ 302(f) (alleging that at “[t]raining and events, such as the Extravaganza, . . . Herbalife distributors made material false representations regarding the ‘business opportunity’ and the success that a distributor could get through Herbalife by purchasing products and recruiting others to do the same.”).

**2. The Rodgers and Valdez Plaintiffs Released Their Claims in the *Bostick* Settlement.**

The class action settlement approved in *Bostick* defines the “Settlement Class” as “all persons who are or were Herbalife members or distributors in the United States at any time from April 1, 2009 to December 2, 2014.” D.E. 61-3 at ¶ 3. The settlement excludes those Herbalife members who signed an arbitration agreement during or after September 2013 (when Herbalife began incorporating arbitration clauses directly into its membership agreements). *Id.*

Plaintiffs Patricia Rodgers, Izaar Valdez, and Felix Valdez are all *Bostick* class members, as each of them was an Herbalife member during the *Bostick* class period. Romans Decl. at ¶¶ 2-3. 6.<sup>3</sup> Each of them received notice of the settlement, and none opted out. D.E.

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<sup>3</sup> Plaintiffs Jennifer Lavigne, Michael Lavigne, and Cody Pyle are excluded from the *Bostick* class because they are each bound by arbitration agreements entered into during or after September 2013. Romans Decl. at ¶¶ 4-5, Exh. C at 7-9, Exh. D at 7-9. Jennifer Ribalta is

61-3 at Attachment A (containing a list of opt-outs); Declaration of Eric Robin (“Robin Decl.”) at ¶ 3. Plaintiff Jeff Rodgers, who is alleged to have pursued the Herbalife business opportunity under his wife’s distributorship, is a *Bostick* class member as well because the *Bostick* judgment is binding on any agents or representatives of the Settlement Class members. D.E. 1 at ¶¶ 155-63; D.E. 61-3 at ¶ 12.

The release contained in the *Bostick* judgment provides that Herbalife, along with the Individual Defendants (as the Judgment also releases Herbalife’s present and former “officers, directors . . . and/or representatives”) are released from all claims “known or unknown” *as of September 18, 2015*<sup>4</sup> that:

- Were or could have been asserted in *Bostick*; and
- “[A]re based upon, arise out of, or reasonably relate to,” among other things: (1) “any actual, potential or attempted recruitment of any Herbalife member during the Class Period”; (2) “*any allegation that*, during the Class Period, Herbalife engaged in any acts of unfair competition; *false and/or misleading advertising*; or operated any type of illegal, pyramid, endless chain, or *fraudulent scheme*,” and (3) “any of the facts, schemes, transactions, *events*, matters, occurrences, acts, disclosures, statements, *misrepresentations, omissions*, or failures to act *that have been or could have been alleged or asserted in the Action.*”

D.E. 61-3 at ¶ 12 (emphasis added).

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also excluded from the *Bostick* class because she is a Global Expansion Team or “GET” member, one of the highest-achieving groups of distributors. *Id.* at ¶ 3.

<sup>4</sup> While the Final Judgment in *Bostick* was issued on June 17, 2015, the “Effective Date” of the *Bostick* settlement, as defined in the Stipulation of Settlement, occurred when the Final Judgment became “final,” specifically when the “time for the filing or noticing of any appeal from the Court’s Final Judgment” expired. D.E. 61-2 at ¶ 1.7.3. The *Bostick* judgment became final when the objectors to the settlement waived their right to appeal the denial of their motion for reconsideration of the court’s order granting final approval. The court denied objectors’ motion for reconsideration on August 18, 2015. D.E. 61-4 at 1. The objectors’ deadline to appeal the order denying their motion was 30 days later, on September 17, 2015. *See* Fed. R. App. Proc. 4(a)(1)(A). Thus, the Final Judgment became final on September 18, 2015.

**3. The Central District of California Retained Continuing Jurisdiction Over the Settlement in *Bostick*.**

The *Bostick* Judgment provides that the Central District of California retains jurisdiction over, among other things: (i) “implementation of the Settlement;” (ii) “all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Settlement Funds;” (iii) “all Settling Parties for the purpose of construing, enforcing and administering the Settlement and this Judgment;” and (iv) “other matters related or ancillary to the foregoing.” D.E. 61-3 at ¶ 16.

**D. The FTC Consent Decree.**

On July 15, 2016, Herbalife and the FTC entered into a consent decree. *See FTC v. Herbalife Int’l of America, Inc., et al.*, No. 2:16-cv-05217 (C.D. Cal.). That decree permanently enjoins Herbalife from making, among other things, any of the following representations in connection with the “advertising, marketing, promoting, or offering of any Business Venture”:

- “That participants will or are likely to earn substantial income;”
- “The amount of revenue, income, or profit a participant actually earned or can likely earn;”
- “The reasons participants do not earn significant income, including but not limited to representations that participants fail to devote substantial or sufficient effort;”
- “Any other fact material to participants concerning the Business Venture, such as: the total costs to participate, including trainings, brochures, and sales aids; any material restrictions, limitations, or conditions on operating the Business Venture; or any material aspect of its performance, efficacy, nature, or central characteristics;” and
- “[P]articipation in the Business Venture is likely to result in a lavish lifestyle.”

D.E. 61-5 at 14-17.

The consent decree provides that the Central District of California “retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.” *Id.* at 29.<sup>5</sup>

### III. ARGUMENT

#### A. **The Transfer of Patricia Rodgers, Jeff Rodgers, Izaar Valdez, and Jennifer Ribalta’s Claims to the Central District Of California is Required Under the Forum Selection Clauses Found in Their Distributorship Agreements.**

##### 1. **Under *Atlantic Marine*, Forum Selection Clauses Must be Enforced Absent Extraordinary Circumstances and Without Regard to the Plaintiff’s Choice of Forum or the Convenience of the Parties.**

In *Atlantic Marine*, the Supreme Court held that where the parties to a contract “have agreed to a valid forum-selection clause, a district court should ordinarily transfer the case to the forum specified in that clause . . . . *Only under extraordinary circumstances* unrelated to the convenience of the parties should a § 1404(a) motion be denied. *Atl. Marine Const. Co. v. U.S. Dist. Court for W. Dist. of Texas*, 134 S. Ct. 568, 581 (2013) (emphasis added).<sup>6</sup> The Court’s decision altered the traditional § 1404(a) analysis in three important ways.

First, “the plaintiff’s choice of forum merits no weight. Rather, as the party defying the forum-selection clause, the plaintiff bears the burden of establishing that transfer to the forum for which the parties bargained is unwarranted.” *Id.*; see also *Vernon v. Stabach*, No. 13-62378-CIV, 2014 WL 1806861, at \*6 (S.D. Fla. May 7, 2014) (The plaintiff “resisting a forum-selection clause bears the burden of establishing that the clause is unreasonable.”).

Second, a court evaluating a motion to transfer venue based on a forum selection clause “should not consider arguments about the parties’ private interests.” *Id.* at 582. That is because “[w]hen parties agree to a forum-selection clause, they waive the right to challenge the preselected forum as inconvenient or less convenient for themselves or their witnesses, or for their pursuit of the litigation. A court accordingly must deem the private-interest factors to weigh entirely in favor of the preselected forum.” *Id.* Therefore, “a district court may

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<sup>5</sup> The FTC Consent Decree was transferred to the Central District of California (which retained jurisdiction over the *Bostick* class action settlement) in the interest of judicial economy.

<sup>6</sup> Unless otherwise noted, internal citations and quotation marks have been omitted.



consider arguments about public-interest factors only. Because those factors will rarely defeat a transfer motion, *the practical result is that forum-selection clauses should control except in unusual cases.*” *Id.* (emphasis added).

Lastly, “when a party bound by a forum-selection clause flouts its contractual obligation and files suit in a different forum, a § 1404(a) transfer of venue will not carry with it the original venue’s choice-of-law rules—a factor that in some circumstances may affect public-interest considerations.” *Id.*

**2. The Forum Selection Clauses Entered Into by Patricia Rodgers, Jeff Rodgers, Izaar Valdez, and Jennifer Ribalta Require the Transfer of Their Claims.**

**a. The Forum Selection Clause in Plaintiffs’ Distributorship Agreements Is Mandatory.**

Plaintiffs Izaar Valdez, Patricia Rodgers, Jeff Rodgers,<sup>7</sup> and Jennifer Ribalta entered into Distributorship Agreements, which include the following forum selection clause:

Any Claim *shall be resolved exclusively* in a judicial proceeding in either the Superior Court or the United States District Court, both located in Los Angeles, California. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.

Romans Decl. at ¶¶ 2-3, 6, Exh. A at ¶ 11, Exh. B at ¶ 11, Exh. F at ¶ 17 (emphasis added).

The clause is mandatory. *See Slater v. Energy Servs. Grp. Int’l, Inc.*, 634 F.3d 1326, 1330 (11th Cir. 2011) (“[A] mandatory clause . . . dictates an exclusive forum for litigation under the contract . . . . As we have recognized, the use of the term ‘shall’ is one of requirement.”).<sup>8</sup>

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<sup>7</sup> Because Mr. Rodgers’ interests in this action are “completely derivative” of the interests of his wife and her Herbalife distributorship, he is bound by the forum selection clause in her distributorship agreement. *See supra* note 2; *Lipcon v. Underwriters at Lloyd’s, London*, 148 F.3d 1285, 1299 (11th Cir. 1998) (enforcing forum selection clauses against spouses because their “interests . . . in this dispute are completely derivative of those of the Name plaintiffs—and thus [are] directly related to, if not predicated upon the interests of the Name plaintiffs.”).

<sup>8</sup> The presumed validity of these forum selection clauses should not be disturbed. *See Essex Glob. Capital, LLC v. Purchasing Sols. Int’l, Inc.*, No. 17-61657-CIV, 2017 WL 4868801, at \*2 (S.D. Fla. Oct. 27, 2017) (“Forum-selection clauses are presumptively valid and enforceable unless the plaintiff makes a strong showing that enforcement would be unfair or unreasonable

**b. This Action Falls Within the Scope of the Forum Selection Clause.**

Forum selection clauses are “broadly construed to effectuate an orderly and efficient resolution of all claims arising between the parties to a contract and to promote enforcement of those clauses consistent with the parties’ intent.” *Am. Residential Equities, LLC v. Del Mar Datatrac, Inc.*, No. 08-20014-CIV, 2008 WL 11333097, at \*3 (S.D. Fla. Mar. 13, 2008). Clauses that reference “any lawsuit” are broadly construed in this district to include any claims “arising directly or indirectly from the contractual relationship,” including tort and “extra-contractual claims.” *Id.* at \*2; *Pods, Inc. v. Paysource, Inc.*, No. 8:05-CV-1764-T-27EAJ, 2006 WL 1382099, at \*2 (M.D. Fla. May 19, 2006) (“The clause in the present case, which references ‘any lawsuit’ and which does not limit the applicable actions, should be afforded a similarly broad construction.”). Accordingly, the forum selection clause here, which brings within its scope “any claim,” manifestly includes any claims “arising directly or indirectly” from the relationship between Plaintiffs and Herbalife, and to include tort and extra-contractual claims. *Id.*

Plaintiffs’ claims in this case plainly arise from their distributorships with Herbalife. Indeed, Plaintiffs Izaar Valdez, Patricia Rodgers, Jeff Rodgers, and Jennifer Ribalta each entered into their Distributorship Agreements prior to allegedly attending any Herbalife events, and attended these events for the sole purpose of pursuing the Herbalife business opportunity. Specifically:

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under the circumstances.”). There is no evidence that the Distributorship Agreements, or the clauses contained therein, were procured by “fraud or overreaching.” *See Vanderham v. Brookfield Asset Mgmt., Inc.*, 102 F. Supp. 3d 1315, 1319–20 (S.D. Fla. 2015). The clause appears under a capitalized section in the agreements, which states: “PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW AND FORUM.” Romans Decl. at ¶¶ 2-3, 6, Exh. A at ¶ 11, Exh. B at ¶ 11, Exh. F at ¶ 17. Therefore, the clause is “neither hidden nor ambiguous.” *Vanderham*, 102 F. Supp. 3d at 1320. Moreover, each of these agreements was filled out by the respective Plaintiff electronically; a link containing the agreement was sent to the email address listed in his or her application; and each Plaintiff had an opportunity not to enter into the agreement, yet agreed to the terms of the agreement by clicking “I AGREE” when submitting the application online. Romans Decl. at ¶ 9; Exh. A at 3, Exh. B at 3, Exh. F at 5; *see id.* at 1319-20 (finding a forum selection clause entered into under similar circumstances to be valid).

- Patricia Rodgers allegedly attended her first Herbalife event on January 22, 2011. D.E. 1 at ¶ 149. She signed her distributorship agreement on June 23, 2010. Romans Decl. at ¶ 2; Exh. A at 1. The Complaint alleges that, as a result of certain alleged misrepresentations, she “committed herself to vigorously pursuing the Herbalife *business opportunity*,” and that her and her husband, Jeff Rodgers, “lost more than \$100,000 pursuing Herbalife’s fraudulent and illusory *business opportunity*.” D.E. 1 at ¶¶ 150, 163 (emphasis added).
- Izaar Valdez allegedly attended her first Herbalife event in 2008, the same year in which she became an Herbalife distributor. *Id.* at ¶ 183; Romans Decl. at ¶ 6; Exh. E at 1.<sup>9</sup> The Complaint alleges that she “spent more than \$10,000 *purchasing Herbalife products* in order to ‘qualify for events’ and move up in the Herbalife marketing plan.” D.E. 1 at ¶ 190 (emphasis added).
- Jennifer Ribalta allegedly attended her first Herbalife event in February 2011, the same month in which she became an Herbalife distributor. *Id.* at ¶ 193; Romans Decl. at ¶ 3, Exh. B at 1.<sup>10</sup> At this event, Ribalta was allegedly misled about “the importance of attending Circle of Success events in order to guarantee success *as an Herbalife distributor*.” D.E. 1 at ¶ 194.

These Plaintiffs all fundamentally allege that, as Herbalife distributors pursuing the Herbalife business opportunity, certain misrepresentations were made to them that led them to spend money in furtherance of that opportunity. This allegation, which forms the basis for all of Plaintiffs’ claims, is one that arises out of the distributorships Plaintiffs contractually established with Herbalife.

**c. The Public Interest Factors Weigh in Favor of Transfer.**

The public interest factors, which include “the administrative difficulties flowing from court congestion [and] the local interest in having localized controversies decided at home”

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<sup>9</sup> Ms. Valdez later entered into a second Distributorship Agreement with Herbalife in March 2013, which contains the operative forum selection clause. Romans Decl. at ¶ 6, Exh. F at ¶ 17.

<sup>10</sup> Ms. Ribalta’s Distributorship Agreement was signed under her maiden name, “Loken.” *Id.* at ¶ 3.

weigh in favor of transfer here. *Atl. Marine*, 134 S. Ct. at 581 n.6, 582. Significantly, these “factors will rarely defeat a transfer motion” predicated on a forum selection clause, and “the practical result is that forum-selection clauses should control except in unusual cases.” *Id.* at 582.

First, as noted below in Section III(B), the Central District of California’s continuing jurisdiction over the *Bostick* judgment and FTC consent decree are public interest factors that weigh strongly in favor of transfer.

Second, both the Central District of California and Southern District of Florida have busy dockets—this factor is neutral at best, and in any event, does not weigh heavily in a court’s determination of whether to transfer a given case. *See P & S Bus. Machines, Inc. v. Canon USA, Inc.*, 331 F.3d 804, 808 (11th Cir. 2003) (“No case has been cited indicating that congestion of the selected forum’s court docket should be grounds to avoid enforcement of a forum selection clause.”); *Credit Card Fraud Control Corp. v. Cybersource Corp.*, No. 12-81141-CIV, 2013 WL 12094633, at \*3 (S.D. Fla. Jan. 31, 2013) (“Although docket conditions in the new venue is relevant, it is only a minor consideration when other factors favor transfer of venue.”).

Third, California has as much of an interest in this action as Florida does. Herbalife, as well as many of the Individual Defendants, are based in California, and allegedly controlled certain Herbalife events from California. D.E. 1 at ¶¶ 203-205, 214, 230, 232, 238, 240, 242, 254, 256, 258, 260, 321, 323; *see Covenant Servs., Inc. v. Jones-Blair Co.*, No. 14-62004-CIV, 2015 WL 13118079, at \*4 (S.D. Fla. Jan. 5, 2015) (“However, [Defendant] does business from Texas, and presumably much of the conduct discussed in the Complaint took place in Texas. This case . . . therefore is not so uniquely Floridian that it must be resolved by a court within Florida’s territory.”); *Amaya v. Victoria’s Secret Stores, LLC*, No. 08-81367-CIV, 2009 WL 10667492, at \*5 (S.D. Fla. Aug. 3, 2009) (“Although plaintiff contends that the Southern District of Florida has an interest in adjudicating a case involving its residents [,] . . . federal courts hold that the federal district in which a company is headquartered has a unique and compelling interest in adjudicating claims relating to that company.”).

Lastly, because there is a broad California choice-of-law provision in Plaintiffs’ Distributorship Agreements, a California court would be more suited to adjudicate this dispute. Romans Decl. at ¶¶ 2-3, 6, Exh. A at ¶ 11, Exh. B at ¶ 11, Exh. F at ¶ 17; *see Manuel*

*v. Convergys Corp.*, 430 F.3d 1132, 1135 (11th Cir. 2005) (noting that “a forum’s familiarity with the governing law” is a public-interest factor for a court to consider in adjudicating a motion to transfer venue).

**B. This Entire Action Should Be Transferred to the Central District of California, Which Has Exclusive Jurisdiction Over Plaintiffs’ Claims Pursuant to the *Bostick* Judgment and FTC Consent Decree.**

**1. Legal Standard.**

28 U.S.C. § 1404(a) provides that: “For the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought or to any district or division to which all parties have consented.” To determine whether a case should be transferred, courts undertake a two-step analysis. First, courts assess “whether the action could have been brought in the venue in which transfer is sought.” *Osgood v. Disc. Auto Parts, LLC*, 981 F. Supp. 2d 1259, 1263 (S.D. Fla. 2013). Second, “courts assess whether convenience and the interest of justice require transfer to the requested forum.” *Id.* The factors courts weigh in determining whether to grant transfer include:

- (1) the convenience of the witnesses;
- (2) the location of documents and other sources of proof;
- (3) the convenience of the parties;
- (4) the locus of operative facts;
- (5) the ability of process to compel the attendance of unwilling witnesses;
- (6) the relative means of the parties;
- (7) the forum’s familiarity with the governing law;
- (8) the weight accorded a plaintiff’s choice of forum; and
- (9) trial efficiency and the interests of justice, based on the totality of the circumstances.

*Id.* at 1263-64.

Each of these factors weighs in favor of transferring this case to the Central District of California.

**2. This is an Action That Could Have Been Brought in the Central District of California.**

This is an action that could have been brought in the Central District of California, as venue is proper in that district and Defendants are subject to personal jurisdiction there. Venue is proper in the Central District of California because that is where “a substantial part of the events or omissions giving rise to [plaintiffs’] claim[s] occurred.” 28 U.S.C. § 1391.

Herbalife's principal place of business is located in the Central District of California, and it is alleged to have promoted the events and "fraudulent illusory business opportunity" that form the basis for Plaintiffs' Complaint. *See* D.E. 1 at ¶¶ 2-4, 9, 30, 55, 78, 117, 124, 138, 140, 163, 181, 203-205. The Individual Defendants (nine of whom reside in California) would also be subject to personal jurisdiction there under RICO's provision for nationwide service of process. *Id.* at ¶¶ 214, 230, 238, 242, 254, 258, 321; 18 U.S.C. § 1965(d) ("All other process in any action or proceeding under this chapter may be served on any person in any judicial district in which such person resides, is found, has an agent, or transacts his affairs.").

**3. Judicial Economy and the Interest of Justice Require That This Action Be Transferred to California.**

Transfer of this action to the Central District of California is warranted because that district retains exclusive jurisdiction over: (a) a class action settlement that releases the claims brought by certain Plaintiffs here and (b) an FTC consent decree that permanently enjoins Herbalife from engaging in certain conduct, a subset of which is alleged by Plaintiffs here (although Defendants deny they have engaged in any such conduct). The Central District of California is in the best position to assess whether Plaintiffs' claims fall within the scope of the actions over which it retains jurisdiction. Moreover, transfer would avoid inconsistent rulings, should other members of the prior class action settlement bring claims in the future that potentially fall within the scope of that settlement or the allegations made by the putative class representatives here.

Where, as here, the public interest in judicial efficiency and the interest of justice weigh heavily in favor of transfer, transfer should be granted regardless of whether the "private interest" factors point to transfer. *See, e.g., Great Lakes Transportation Holding LLC v. Yellow Cab Serv. Corp. of Florida, Inc.*, No. 10-80241-CIV, 2012 WL 12930665, at \*8 (S.D. Fla. Feb. 6, 2012) ("The interest of justice weighs heavily in favor of transfer when related actions are pending in the transferee forum."); *Coffey v. Van Dorn Iron Works*, 796 F.2d 217, 220 (7th Cir. 1986) ("The 'interest of justice' is a separate component of a § 1404(a) transfer analysis, and may be determinative in a particular case, even if the convenience of the parties and witnesses might call for a different result.").

- a. **The *Bostick* Class Action Judgment Provides for Jurisdiction Over This Action in the Central District of California.**
- (i) **Plaintiffs Patricia Rodgers, Jeff Rodgers, Izaar Valdez, and Felix Valdez are *Bostick* Class Members, Whose Claims are Covered by the Scope of the Settlement Release.**

The *Bostick* judgment fully settles and releases the very claims brought by certain Plaintiffs here. Plaintiffs Patricia Rodgers, Izaar Valdez, and Felix Valdez are all *Bostick* class members bound by the broad release in that action. Each of them was an Herbalife member during the *Bostick* class period, April 1, 2009 to December 2, 2014. Romans Decl. at ¶¶ 2-3, 6. Each of them received notice of the settlement and none opted out. D.E. 61-3 at Attachment A (containing list of opt-outs); Robin Decl. at ¶ 3. Jeff Rodgers, who is alleged to have pursued the Herbalife business opportunity under his wife's distributorship, is a *Bostick* class member as well because the *Bostick* judgment is binding on any agents or representatives of the Settlement Class members. D.E. 1 at ¶¶ 155-63; D.E. 61-3 at ¶ 12.

The *Bostick* release covers the claims brought by these four Plaintiffs for several reasons. First, each of them alleges that they attended Herbalife events prior to September 18, 2015, the effective date of the *Bostick* judgment. *See, e.g.*, D.E. 1 at ¶¶ 149, 152-153, 156, 161, 189. It is at these events that Plaintiffs contend alleged misrepresentations were made regarding the Herbalife business opportunity that fall squarely within the scope of the *Bostick* release, which, among other things, broadly covers allegations of "false and/or misleading advertising" or that Herbalife operated a "fraudulent scheme." *See, e.g., id.* at ¶¶ 2, 3, 9; D.E. 61-3 at ¶ 12.

Indeed, the misrepresentations that Plaintiffs allege were made at these events are identical to those the *Bostick* plaintiffs allege occurred at these same events. *Compare* D.E. 1 at ¶ 3 (encouraging distributors the "'attend every event' if they want to be successful") ¶ 6 ("If you go to all of the events, you qualify for everything – you will get rich"), ¶¶ 84-89 (describing the "Extravaganza" events, alleging that "attendance is pushed aggressively") to D.E. 61-1 at ¶ 32, ¶ 146, ¶ 166 ("You only have to put in the hard work along with the dedication, patience and discipline, attributes you can learn at the events"), ¶¶ 174-177 (describing alleged misrepresentations made at Herbalife "Extravaganza" events), ¶ 214 (alleging Herbalife encouraged distributors to put money towards attending "Training

events/seminars”), ¶ 302(f) (alleging that at “[t]raining and events, such as the Extravaganza, . . . Herbalife distributors made material false representations regarding the ‘business opportunity’ and the success that a distributor could get through Herbalife by purchasing products and recruiting others to do the same.”). Not only “could” Plaintiffs’ allegations “have been asserted” in *Bostick*, but they are allegations that in fact *were asserted* in *Bostick* and later released in the *Bostick* judgment. D.E. 61-3 at ¶ 12.

Second, the Complaint seeks damages for money Plaintiffs purportedly lost in pursuing Herbalife’s allegedly “fraudulent and illusory business opportunity,” including alleged losses stemming from the purchase of Herbalife products. D.E. 1 at ¶¶ 163, 190. The *Bostick* settlement compensated class members *for these very losses*, allocating \$17,500,000 in cash awards to class members who either (a) purchased Herbalife products for the purpose of resale, and were unable to sell such product for at least the cost of purchase; *or* (b) sought to return product that fell outside of Herbalife’s one-year return policy. D.E. 61-2 at ¶ 4.1.

**(ii) Courts Routinely Transfer Claims Potentially Released by a Prior Class Action Settlement to the Court That Administered the Settlement.**

Where a court retains jurisdiction over a class action settlement, and there are questions regarding whether claims filed in another district fall within the scope of the settlement release, courts typically view this factor as determinative in deciding whether to transfer the case. *See, e.g., Boys v. Mass Mut. Life Ins. Co.*, No. 2:12-CV-445, 2013 WL 3834010, at \*4 (E.D. Tenn. July 24, 2013); *Freeman v. MML Bay State Life Ins. Co.*, No. 3:10-CV-66 JCH, 2010 WL 8961440 (D. Conn. July 15, 2010). Here, the Central District of California retains continuing and broad jurisdiction over, among other things, the implementation of the *Bostick* settlement, any disputes as to the right of any person to participate in the settlement, “all Settling Parties for the purpose of construing, enforcing and administering the Settlement and this Judgment,” and all related or ancillary matters. D.E. 61-3 at ¶ 16.

For example, in *Freeman*, the plaintiff brought a class action, alleging that the defendant life insurance company breached his policy by making certain improper deductions from its value. 2010 WL at \*2. Five years earlier, however, the District of New Jersey approved a class action settlement comprised of individuals who purchased a life insurance policy from the defendant over a 10-year period. *Id.* at \*1. The original class action dealt



with allegations of improper practices in the marketing, selling, servicing, and administering of these policies, and the settlement released, among other things, claims related to deductions made against the policies. *Id.* The plaintiff was a member of the prior class, and did not opt out. *Id.* Moreover, the District of New Jersey retained jurisdiction over “all matters relating to the administration, consummation, enforcement and interpretation of” the settlement agreement and final judgment. *Id.* at \*2. The court granted the defendant’s motion to transfer the case to the District of New Jersey, finding that the plaintiff’s claims “plausibly fall” within the scope of the settlement release because the release “extends to a broad range of claims that could be brought against [the defendant].” *Id.* at \*5. The court reasoned that, despite the plaintiff’s contention that the settlement was “facially inapplicable,” a determination of whether or not his claims fall within the scope of the release “requires a full understanding of the intricacies of the Settlement Agreement” one that the District of New Jersey “is best equipped to undertake.” *Id.* at \*6.

Here, like the plaintiff in *Freeman*, the Rodgers and Valdez Plaintiffs each bring claims that, at the very least, “plausibly fall” within the scope of the *Bostick* release. *Freeman*, 2010 WL at \*5. Like the District of New Jersey in *Freeman*, the Central District of California retains broad and continuing jurisdiction over the *Bostick* settlement and judgment, including, most significantly, “construing” both documents and the release contained therein. D.E. 61-3 at ¶ 16. The Central District of California is therefore “in the best position to render an assessment as to whether [plaintiffs’] claims are, in fact, subject to [the *Bostick* release],” and transfer to California would “thus best advance the interests of justice.” *Freeman*, 2010 WL at \*7; *see also* *Boys*, 2013 WL at \*4 (“Whether plaintiff is or is not a class member and whether his claims are or are not barred by the [prior settlement] are precisely the issues that will determine whether his claims may proceed to litigation on the merits. Such threshold determinations *fall squarely within the purview of the [prior] court’s continuing jurisdiction.* That continuing jurisdiction, when considered together with the judicial interest in ensuring efficient and economical pretrial proceedings and *in avoiding inconsistent rulings*, compels the Court to grant the transfer.”) (emphasis added).

**b. The Consent Decree in *FTC v. Herbalife* Also Provides for Jurisdiction Over This Action in California.**

A district court that “enters a consent decree and retains enforcement jurisdiction in all probability has exclusive jurisdiction over claims relating to it.” *Willoughby v. Potomac Elec. Power Co.*, 853 F. Supp. 174, 176 (D. Md. 1994). The July 15, 2016 consent decree in *FTC v. Herbalife Int’l of America, Inc., et al.*, No. 2:16-cv-05217 (C.D. Cal.) permanently enjoins Herbalife from making a broad range of misrepresentations regarding, among other things: the amount of income a distributor can potentially earn; the reasons as to why a distributor is not succeeding, including the failure to devote sufficient time to the venture; and “any material aspect” of the Herbalife business opportunity’s “performance, efficacy, nature, or central characteristics.” D.E. 61-5 at 14-17. The consent decree also provides that the Central District of California “retains jurisdiction of this matter for purposes of construction, modification, and enforcement” of the consent decree. *Id.* at 29.

Plaintiffs’ allegations fall squarely within the scope of the FTC consent decree. *See, e.g.*, D.E. 1 at ¶ 2 (Herbalife events are “pitched as a guaranteed pathway to attaining life-changing financial success.”), ¶ 3 (distributors “must ‘attend every event’ if they want to be successful.”), ¶ 9 (the Herbalife “event system lures and ensnares people such as Plaintiffs with the guarantee of significant income, a better lifestyle, and even happiness – all to be easily attained through event attendance.”).<sup>11</sup> Because the Central District of California retains jurisdiction over the enforcement of the FTC consent decree, which encompasses the full scope of allegations made by Plaintiffs’ here, this action should be transferred. *See Willoughby*, 853 F. Supp. at 176 (granting motion to transfer because “[t]his cause is tightly intertwined with the Consent Decree recently issued by the District of Columbia Court, which, as a matter of policy if for no other reason, should resolve this dispute.”).

**4. The “Private Interest” Factors Weigh in Favor of Transfer.**

Although they weigh in favor of transferring this case to the Central District of California, the “private interest” factors are of little importance here for two reasons. First,

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<sup>11</sup> Although Herbalife denies that it has engaged in any such conduct, the alleged misrepresentations that form the basis for each of Plaintiffs’ claims essentially parrot the conduct proscribed by the consent decree.

judicial economy and the interest of justice weigh heavily in favor of transfer. Second, four of the named Plaintiffs signed valid California forum selection clauses, while the remaining four signed arbitration agreements and class action waivers. In other words, that the former group selected Florida as the forum for this action is irrelevant since they did so in the face of a binding forum selection clause providing for jurisdiction in a different district. And, the “convenience” of the latter group is of no moment because they agreed to litigate this dispute in binding arbitration.

However, should the court choose to analyze the “private interest” factors, they nevertheless weigh in favor of transfer. First, the “convenience” of the witnesses is neutral at best. The vast majority of any witnesses relevant to this dispute, including the parties themselves, are located outside of Florida. Half of the named Plaintiffs reside outside of Florida. Romans Decl., Exh. C at 1; Exh. D at 1; Exh. F at 1. Herbalife is headquartered in Los Angeles, California, and its employees who may testify in this action reside there as well. *Id.* at ¶ 12. With respect to the Individual Defendants, 20 reside in Florida, 9 reside in California, and the remaining 15 reside across the country. D.E. 1 at ¶¶ 206-325.

Second, much, if not most, of the documents and other evidence is in California. The bulk of the sources of proof in this action, including records pertaining to (i) the Herbalife events alleged in the Complaint, (ii) Herbalife’s marketing and advertising activities, and (iii) Plaintiffs’ distributorships are in the possession of Herbalife at its headquarters in Los Angeles, California. Romans Decl. at ¶ 13.

Third, the “convenience” of the parties is also neutral. In total, 24 of the parties reside in Florida (20 of whom are Individual Defendants and consent to the transfer of this action to California), 12 reside in California, and 19 reside elsewhere.

Fourth, the locus of operative facts is in Los Angeles, California, where Herbalife is headquartered. *Id.* at ¶ 12. All of Herbalife’s marketing and promotional activities emanate out of its headquarters, and the Complaint alleges that Herbalife (sometimes in conjunction with the Individual Defendants) produced all of the events at which certain alleged misrepresentations were made. Romans Decl. at ¶¶ 12-13; D.E. 1 at ¶¶ 55, 76, 84.

Fifth, there are unlikely to be any unwilling witnesses in Florida whose testimony must be compelled, as the parties themselves will be the primary witnesses.

Sixth, the relative means of the parties in terms of ability to travel is neutral here as half of the named Plaintiffs and 24 of the 44 Individual Defendants reside outside of Florida. Indeed, “[t]his is not a case where Defendant is simply looking to shift the inconvenience onto the Plaintiff who lacks the means or ability to cope with it.” *Osgood*, 981 F. Supp. 2d at 1266.

Seventh, California’s familiarity with the governing law favors transfer. Because the Distributorship Agreements entered into by all of the Plaintiffs contain a broad California choice-of-law clause, California law will govern this dispute in all areas where federal law does not. Romans Decl., Exh. A at ¶ 11, Exh. B at ¶ 11, Exh. C at 5, Exh. D at 5, Exh. F at ¶ 17, Exh. G at ¶ 12. Florida “enforces choice-of-law provisions unless the law of the chosen forum contravenes strong public policy.” *Stone v. Barclays Bank PLC*, No. 9:16-CV-81875-RLR, 2017 WL 766355, at \*3 (S.D. Fla. Feb. 28, 2017). There is no public policy that would bar the enforcement of the choice-of-law clause found in Plaintiffs’ agreements, as California also has robust unfair competition and false and deceptive advertising laws under which Plaintiffs could seek relief. *See* Cal. Bus. & Prof Code §§ 17200, 17500, *et seq.*

Eighth, a plaintiff’s choice of forum “deserves less weight when the plaintiff resides outside the forum.” *Elite Advantage, LLC v. Trivest Fund, IV, L.P.*, No. 15-22146-CIV, 2015 WL 4982997, at \*10 (S.D. Fla. Aug. 21, 2015). Moreover, that choice is afforded “less deference where the action is a nationwide class action or when the operative facts underlying the action occurred outside the district chosen by the plaintiff.” *Id.* Here, four of the eight named Plaintiffs reside outside of Florida. Romans Decl., Exh. C at 1; Exh. D at 1; Exh. F at 1. Moreover, Plaintiffs purport to represent a nationwide class of individuals who attended Herbalife events “in dozens of locations across the country.” D.E. 1 at ¶ 2. Accordingly, Plaintiffs’ choice of forum deserves little weight.

Based on the totality of the circumstances, as discussed above, transfer to the Central District of California should be granted given the overwhelming interest in judicial economy that would be served by the transfer.

#### IV. CONCLUSION

Based on the foregoing, Defendants respectfully urge the Court to grant their Motion and transfer this entire action (or whatever portion remains after resolution of Defendants’ Motion to Compel Arbitration) to the Central District of California.

**CERTIFICATE OF PREFILING CONFERENCE**

Pursuant to Local Rule 7.1(a)(3), counsel for Defendants certify that they conferred with counsel for Plaintiffs on December 5 and 12, 2017 in a good faith effort to resolve the issues raised in this Motion, but were unable to resolve those issues.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on December **14**, 2017, a true and correct copy of the foregoing was filed with the Clerk of the Court using CM/ECF and served on Etan Mark, Esq., Donald J. Hayden, Esq., and Lara O'Donnell Grillo, Esq. *Attorneys for Plaintiffs*, MARK MIGDAL & HAYDEN, 80 S.W. 8<sup>th</sup> Street, Suite 1999, Miami, FL, 33130 via transmission of Notices of Electronic Filing generated by CM/ECF.

By: /s/ Todd A. Levine  
Todd A. Levine, Esq.

**EXHIBIT 1 IN SUPPORT OF DEFENDANTS' MOTIONS TO COMPEL ARBITRATION AND TRANSFER VENUE**

<b>Plaintiff</b>	<b>Forum Selection Clause Contained in Distributorship Agreement</b>	<b>Arbitration and Class Action Waiver Provision Contained in Distributorship Agreement</b>	<b>Subject to Revised Herbalife Rules Providing for Arbitration of Disputes</b>	<b><i>Bostick</i> Settlement Class Member</b>
Patricia Rodgers	✓		✓	✓
Jeff Rodgers (Patricia Rodgers' husband)	✓		✓	✓
Izaar Valdez	✓		✓	✓
Felix Valdez		✓	✓	✓
Jennifer Lavigne		✓	✓	
Michael Lavigne (Jennifer Lavigne's husband)		✓	✓	
Cody Pyle		✓	✓	
Jennifer Ribalta	✓		✓	



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 1:17-cv-23429-MGC-JG

JEFF RODGERS, *et al.*,

Plaintiffs,

vs.

HERBALIFE LTD., *et al.*,

Defendants.

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**DECLARATION OF ROXANE ROMANS IN SUPPORT OF DEFENDANTS’  
MOTION TO TRANSFER VENUE TO THE CENTRAL DISTRICT  
OF CALIFORNIA PURSUANT TO 28 U.S.C. § 1404(A)**

I, Roxane Romans, certify and declare as follows:

1. I am over the age of eighteen years, and am not a party to this action. I am employed by Herbalife International of America, Inc. (“Herbalife”) in the position of Senior Director, Member Policy Administration. I have held this position since 2010. As such, I also function as a custodian of business records and am authorized to certify records as being Herbalife’s business records. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto.

2. Attached as **Exhibit A** is a true and correct copy of the Herbalife Distributorship Agreement entered into by Patricia Rodgers. According to Herbalife’s records, and as reflected in her Distributorship Agreement, she became an Herbalife member on June 23, 2010.

3. Attached as **Exhibit B** is a true and correct copy of the Herbalife Distributorship Agreement entered into by Jennifer Ribalta. According to Herbalife’s records, Jennifer Ribalta signed her Distributorship Agreement under her maiden name, “Loken.” According to Herbalife’s records, and as reflected in her Distributorship Agreement, she became an Herbalife member on February 14, 2011. Jennifer Ribalta is a member of Herbalife’s “Global Expansion Team” or “GET” team, one of the highest-achieving groups of distributors at Herbalife.

4. Attached as **Exhibit C** is a true and correct copy of the Herbalife Distributorship Agreement entered into by Jennifer Lavigne. According to Herbalife's records, and as reflected in her Distributorship Agreement, she became an Herbalife member on December 2, 2014.

5. Attached as **Exhibit D** is a true and correct copy of the Herbalife Distributorship Agreement entered into by Cody Pyle. According to Herbalife's records, and as reflected in his Distributorship Agreement, he became an Herbalife member on July 7, 2014.

6. According to Herbalife's records, and as reflected in the first Distributorship Agreement into which Izaar Valdez entered, she became an Herbalife member on June 15, 2008 (one day after she signed the agreement). Attached as **Exhibit E** is a true and correct copy of this agreement, as well as a true and correct copy of the English version this agreement. Her distributorship was terminated on June 15, 2011, due to non-payment of the required annual fee. She executed a second Distributorship Agreement on March 22, 2013. Attached as **Exhibit F** is a true and correct copy of this agreement, as well as a true and correct copy of the English version of this agreement.

7. Attached as **Exhibit G** is a true and correct copy of the Herbalife Distributorship Agreement entered into by Felix Valdez, as well as a true and correct copy of the English version of this agreement. According to Herbalife's records, and as reflected in his Distributorship Agreement, he became an Herbalife member on June 15, 2008 (one day after he signed the agreement).

8. Pursuant to Herbalife's distributorship rules, Herbalife does not permit spouses to enter into separate distributorship agreements.

9. Herbalife's practice regarding the issuance of distributorship agreements is as follows. With respect to agreements filled out online, an applicant is given the option to review the terms of the agreement before clicking "I AGREE," and may decline to enter into the agreement. After an applicant agrees to the terms of the agreement, the applicant may download a signed PDF copy of the agreement. Herbalife began accepting applications online beginning in 2006.

10. Prior to 2006, Herbalife permitted only paper applications. After signing the paper agreement, the applicant would retain a carbon copy for his or her records. The signed original agreement was then submitted to Herbalife.

11. One must become an Herbalife distributor in order to participate in the Herbalife business opportunity, namely the selling of product to others and the recruitment of others to participate in the selling of Herbalife product. Non-distributors cannot participate in this opportunity.

12. Herbalife is headquartered in Los Angeles, California. The Herbalife employees who run its marketing and promotional activities work out of Herbalife's headquarters.

13. Herbalife's records pertaining to its events, marketing and advertising activities, and distributorships are located at its headquarters in Los Angeles, California.

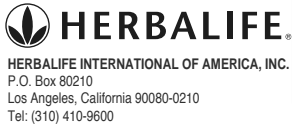
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 13, 2017 in Los Angeles, California.



Roxane Romans

# Exhibit A



IDENTIFICATION NUMBER  
**10Y0212886**  
 The number above becomes your permanent Herbalife ID Number

**APPLICATION FOR INTERNATIONAL DISTRIBUTORSHIP**

Application must be completed accurately and in its entirety in order to be considered by Herbalife International

**APPLICANT INFORMATION**

**Rodgers Patricia**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: FL ZIP code: \_\_\_\_\_

Country Code- Area Code- Daytime Phone Number: \_\_\_\_\_ Area Code - Evening Phone: \_\_\_\_\_ Area Code - Fax Phone: \_\_\_\_\_

Area Code - Cell Phone: \_\_\_\_\_ Language Preference: English  Spanish   
 Do you want your information to be sent by Internet e-mail? Yes  No

E-mail Address (if applicable): \_\_\_\_\_

Date of Birth (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year) \_\_\_\_\_ (age) \_\_\_\_\_ Applicant's U.S. Social Security Number \_\_\_\_\_

Spouse's Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

c/o - "In Care Of" Name (if applicable). If completed, Legal/Fiscal Residence Address must be completed below.

**LEGAL/FISCAL RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE)**

Street Address (cannot be a P.O. Box): \_\_\_\_\_  
 City: \_\_\_\_\_ State: FL ZIP code: \_\_\_\_\_  
 Country: US

**Sponsor's Information**

PAUL HOLSAPFEL  
 Sponsor's Name

\_\_\_\_\_  
 Phone

100819809  
 Sponsor's Herbalife ID Number

**Supervisor's Information**

PAUL HOLSAPFEL  
 Supervisor's Name

\_\_\_\_\_  
 Phone

100819809  
 Supervisor's Herbalife ID Number

**NOTICE TO APPLICANT AND SPONSOR**

COMPLETION OF THIS SECTION IS REQUIRED

Have you or your spouse previously been an Herbalife Independent Distributor or participated in any Herbalife Distributorship? Yes  No

\_\_\_\_\_  
 Distributorship ID

\_\_\_\_\_  
 Last Name

\_\_\_\_\_  
 First Name

\_\_\_\_\_  
 (month) (day) (year)  
 Application Date

\_\_\_\_\_  
 (month) (day) (year)  
 Date of last activity in connection with that Distributorship

**APPLICANT:** By executing the application, Distributor acknowledges that he/she has reviewed the terms and conditions on the reverse side of the application and agrees to be bound by them.

Applicant's Signature Patricia Rodgers

Dated at \_\_\_\_\_ on 6 23 2010  
 City, State, Country Month, Day Year Spouse's U.S. Social Security \_\_\_\_\_

#### AGREEMENT OF DISTRIBUTORSHIP

1. I apply to become an independent Distributor of Herbalife products on the terms and conditions that follow, as well as the documents which are expressly incorporated into this Agreement of Distributorship. I will become a Distributor only when this Application for Distributorship is accepted by entering it into Herbalife's records at Herbalife's Home Office in Los Angeles, California, in its sole and absolute discretion. Until then, I am granted a provisional license to buy and sell Herbalife products.

2. I acknowledge that if I or my spouse have previously owned or assisted in an Herbalife Distributorship and now wish to sign a new Application under a new Sponsor the Rules of Conduct and Distributor Policies require a one-year period of inactivity following:

(a) non-payment of the Annual Processing Fee or (b) resignation of any prior Distributorship, and I represent and warrant to Herbalife that such period has passed.

I also acknowledge that my spouse and I may not operate an Herbalife Distributorship other than this Distributorship for which we are applying. Failure to observe the period of inactivity may result in reactivation of any prior Distributorship and/or extension of the waiting period required prior to becoming eligible to sign an Application under a new Sponsor.

Additionally, any Application processed prior to the completion of the waiting period may be deemed an invalid Distributorship. The corrective measure applied to protect the lines of sponsorship can cause significant lineage and monetary adjustments or fines, as well as the termination of the invalid Distributorship, all within the sole and absolute discretion of Herbalife.

3. I am aware that the only required purchase to become, succeed or advance as an Herbalife Independent Distributor is the Mini-International Business Pack (Mini-IBP). The Mini IBP is a basic package containing only explanatory materials, forms and product sample packages.

At the Applicant's election, Herbalife also offers an International Business Pack (IBP) which includes full size Herbalife products in addition to the materials included in the Mini-IBP.

#### **I hereby represent, warrant and agree that:**

a) Upon my receipt of Herbalife's Mini or Full International Business Pack, I will thoroughly review the contents of the previously unopened Pack.

b) I am not relying upon any representations as to the financial results I might achieve.

c) Although a Distributorship is not employment, I am authorized to work in the United States.

d) I will review the Statement of Average Gross Compensation of U.S. Supervisors and the Policy Statement on Business Methods, both of which are contained in the Mini IBP and the IBP and which are available on [www.MyHerbalife.com](http://www.MyHerbalife.com) or upon request from my Sponsor or Herbalife's Distributor Relations Department.

4. The Herbalife International Business Pack ("IBP"), contains (among other things) the Rules of Conduct and Distributor Policies, the Sales and Marketing Plan, Ordering Procedures and Sample Forms. Those documents and such other rules and policies as Herbalife has published, or in the future may publish, together with such modifications and amendments as Herbalife shall make from time to time in its sole and absolute discretion (collectively, the "Rules"), are each hereby incorporated into this Agreement of Distributorship (each in its then most recently published form).

5. The term of my Distributorship will be annual, renewable from year to year thereafter, subject to procedures, requirements and processing fees as Herbalife shall determine in its sole and absolute discretion. I may cancel the Distributorship at any time by notifying Herbalife in writing that I wish to do so. Following termination of my Distributorship, I have the right to resell to Herbalife unused and resalable products purchased from Herbalife and unused and resalable portions of the IBP, subject to the limitations, terms and conditions set forth in the Rules.

6. Herbalife may terminate my Distributorship if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my Distributorship, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules.

7. As an Herbalife Independent Distributor:

a. I will use my best efforts to promote the sale of Herbalife products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from my sales of Herbalife product for consumption and those of persons I have sponsored, directly or indirectly.

b. I will not engage in any deceptive, unfair or illegal practice. I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to any breach of this Agreement or violation of applicable law. Herbalife may offset against amounts which would otherwise be due to me reasonable amounts to cover such indemnity.

c. I will conduct my Herbalife business as a self-employed independent contractor (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes—including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Distributor. I will not be treated as an employee with respect to such services for Federal tax purposes or any other tax or other purpose, and will assert no position to the contrary.

d. If I sponsor others to become Distributors, I will do so in an ethical and lawful manner, and I will thereafter continue to sell and promote the sale of Herbalife products for consumption, will use my best efforts to train, assist and support those I sponsor to do the same and will communicate and lead by example. I will make no representations about Herbalife's products or income opportunity except in compliance with Herbalife's Rules and applicable law. I may not order product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.

e. Herbalife International of America, Inc., P.O. Box 80210, Los Angeles, CA 90080, collects certain personal identifiable information about its Distributors. It does so to fulfill its obligations under the Distributor relationship and to provide its Distributors with the products and services requested. I understand my information may be used to send me materials about Herbalife products and services, or other commercial information, including information on products of Herbalife's business partners.

8. During the term of my Distributorship:

a. And, thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Distributors or customers), and any other information of commercial value relating to other Distributors or customers, provided by Herbalife or which I develop or obtain while a Distributor, and I will not use them, directly or indirectly, for any purpose other than the conduct of my Herbalife Distributorship.

b. And, for one (1) year after termination of my Herbalife Distributorship, whether voluntary or involuntary neither my spouse nor I will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Distributor or any customer of Herbalife of whom I became aware in the course of my Herbalife Distributorship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and I will not encourage anyone to do what I have agreed not to do.

c. And, in perpetuity, I will use Herbalife's trade name, logo, trademarks and intellectual property only if and to the extent expressly permitted by Herbalife in writing.

9. Neither this Distributorship nor any interest therein may be assigned or transferred, voluntarily or involuntarily, except as provided in the Rules and then only with the prior written consent of Herbalife, given (and if so, on such terms and conditions specified by Herbalife) or withheld by Herbalife in its sole and absolute discretion.

10. Herbalife is a family-oriented business that expects its Distributors to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty or violence to others.

11. PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW AND FORUM. Despite any law or equitable doctrine or authority to the contrary, any Claim must be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. Any Claim shall be resolved exclusively in a judicial proceeding in either the Superior Court or the United States District Court, both located in Los Angeles, California. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.

12. MISCELLANEOUS LEGAL PROVISIONS:

a. Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by California statute.

b. This Agreement (including documents incorporated herein, in their then published form) constitutes the entire Agreement between Herbalife and me.

c. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.

d. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

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HERBALIFE  
ELECTRONIC DISCLOSURE AGREEMENT  
AND ONLINE DISTRIBUTOR APPLICATION AND AGREEMENT

By clicking "I AGREE" below, you agree that you have read and are bound by the terms of this Electronic Disclosure Agreement, and the Herbalife Online Distributor Application and Agreement, which is fully incorporated herein by reference (hereinafter, the "Agreement").

1. ELECTRONIC DISCLOSURE NOTICE

All documents, including but not limited to, this Agreement, as well as all notices, disclosures and records (collectively, "Disclosures") relating to your account with Herbalife may be sent to you electronically at the email address indicated by you in the account registration form or by viewing the Disclosures on Herbalife's web site. Alternatively, Herbalife may provide you with Disclosures via fax or in the mail.

2. CONSENT TO ELECTRONIC DISCLOSURES

By clicking "I AGREE" below, you agree to receive all Disclosures from Herbalife electronically which Herbalife may send to you by email or by posting the Disclosures on the internet.

3. WITHDRAWAL OF CONSENT

You may withdraw your consent to electronic Disclosures in the future at any time without charge. To withdraw your consent, please fax us at 310-258-7012 or write us at PO Box 80210, Los Angeles, CA 90080 and indicate that you wish to receive all future communications in writing. We will send you a confirming notice once we have processed your change request.

4. TECHNICAL REQUIREMENTS

To access Disclosures electronically and print copies of these Disclosures for your records, you must have internet access, as well as access to a printer. By clicking "I AGREE" below, you confirm that you have access to the Internet and a printer or the ability to make hard copies of your information and records (the "Hardware"). Herbalife uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Distributor Application, you must have the hardware and/or software to support 128-bit encryption. Please make a copy of this Agreement, including the Online Distributor Application and Agreement for your records. You can also save an electronic copy of this document to your hard drive. Upon request, you may also obtain a copy of the foregoing by accessing herbalife.com under Distributor Services

5. ONLINE DISTRIBUTOR APPLICATION AND AGREEMENT

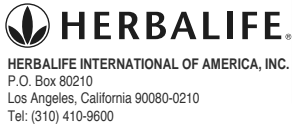
By clicking "I AGREE" below, and by completing the Online Distributor Application and Agreement, which will appear after you click "I AGREE," you agree to be bound by the terms of the Herbalife Online Distributor Application and Agreement.

6. CONTACT INFORMATION

You agree to promptly notify us of any changes in your address information by faxing us at 310-258-7012, by writing to us at P.O. Box 80210, Los Angeles, CA 90080, or by accessing one of Herbalife's websites and changing your personal information."

# Exhibit B





IDENTIFICATION NUMBER  
**10Y0249171**  
 The number above becomes your permanent Herbalife ID Number

**APPLICATION FOR INTERNATIONAL DISTRIBUTORSHIP**

Application must be completed accurately and in its entirety in order to be considered by Herbalife International

**APPLICANT INFORMATION**

**Loken** **Jennifer** **N**  
 Last Name First Name Middle Initial

Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State FL ZIP code \_\_\_\_\_  
 Country Code- Area Code- Daytime Phone Number \_\_\_\_\_ Area Code - Evening Phone \_\_\_\_\_ Area Code - Fax Phone \_\_\_\_\_  
 Area Code - Cell Phone \_\_\_\_\_ Language Preference: English  Spanish   
 Do you want your information to be sent by Internet e-mail? Yes  No

E-mail Address (if applicable) \_\_\_\_\_  
 Date of Birth (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year) \_\_\_\_\_ (age) \_\_\_\_\_ Applicant's U.S. Social Security Number \_\_\_\_\_

Spouse's Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

c/o - "In Care Of" Name (if applicable). If completed, Legal/Fiscal Residence Address must be completed below.

LEGAL/FISCAL RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE)

Street Address (cannot be a P.O. Box) \_\_\_\_\_  
 City \_\_\_\_\_ State FL ZIP code \_\_\_\_\_  
 US  
 Country \_\_\_\_\_

**Sponsor's Information**

**THOMAS GIOIOSA**  
 Sponsor's Name

Phone \_\_\_\_\_

**10042031**  
 Sponsor's Herbalife ID Number

**Supervisor's Information**

**THOMAS GIOIOSA**  
 Supervisor's Name

Phone \_\_\_\_\_

**10042031**  
 Supervisor's Herbalife ID Number

**NOTICE TO APPLICANT AND SPONSOR**

COMPLETION OF THIS SECTION IS REQUIRED Have you or your spouse previously been an Herbalife Independent Distributor or participated in any Herbalife Distributorship? Yes  No

Distributorship ID \_\_\_\_\_ Last Name \_\_\_\_\_ First Name \_\_\_\_\_ (month) (day) (year) \_\_\_\_\_ (month) (day) (year) \_\_\_\_\_  
 Application Date Date of last activity in connection with that Distributorship

**APPLICANT:** By executing the application, Distributor acknowledges that he/she has reviewed the terms and conditions on the reverse side of the application and agrees to be bound by them.

Applicant's Signature Jennifer Loken

Dated at \_\_\_\_\_ on 2 14 2011  
 City, State, Country Month, Day Year Spouse's U.S. Social Security \_\_\_\_\_

**AGREEMENT OF DISTRIBUTORSHIP**

1. I apply to become an independent Distributor of Herbalife products on the terms and conditions that follow, as well as the documents which are expressly incorporated into this Agreement of Distributorship. I will become a Distributor only when this Application for Distributorship is accepted by entering it into Herbalife's records at Herbalife's Home Office in Los Angeles, California, in its sole and absolute discretion. Until then, I am granted a provisional license to buy and sell Herbalife products.

2. I acknowledge that if I or my spouse have previously owned or assisted in an Herbalife Distributorship and now wish to sign a new Application under a new Sponsor the Rules of Conduct and Distributor Policies require a one-year period of inactivity following:

(a) non-payment of the Annual Processing Fee or (b) resignation of any prior Distributorship, and I represent and warrant to Herbalife that such period has passed.

I also acknowledge that my spouse and I may not operate an Herbalife Distributorship other than this Distributorship for which we are applying. Failure to observe the period of inactivity may result in reactivation of any prior Distributorship and/or extension of the waiting period required prior to becoming eligible to sign an Application under a new Sponsor.

Additionally, any Application processed prior to the completion of the waiting period may be deemed an invalid Distributorship. The corrective measure applied to protect the lines of sponsorship can cause significant lineage and monetary adjustments or fines, as well as the termination of the invalid Distributorship, all within the sole and absolute discretion of Herbalife.

3. I am aware that the only required purchase to become, succeed or advance as an Herbalife Independent Distributor is the Mini-International Business Pack (Mini-IBP). The Mini IBP is a basic package containing only explanatory materials, forms and product sample packages.

At the Applicant's election, Herbalife also offers an International Business Pack (IBP) which includes full size Herbalife products in addition to the materials included in the Mini-IBP.

**I hereby represent, warrant and agree that:**

a) Upon my receipt of Herbalife's Mini or Full International Business Pack, I will thoroughly review the contents of the previously unopened Pack.

b) I am not relying upon any representations as to the financial results I might achieve.

c) Although a Distributorship is not employment, I am authorized to work in the United States.

d) I will review the Statement of Average Gross Compensation of U.S. Supervisors and the Policy Statement on Business Methods, both of which are contained in the Mini IBP and the IBP and which are available on [www.MyHerbalife.com](http://www.MyHerbalife.com) or upon request from my Sponsor or Herbalife's Distributor Relations Department.

4. The Herbalife International Business Pack ("IBP"), contains (among other things) the Rules of Conduct and Distributor Policies, the Sales and Marketing Plan, Ordering Procedures and Sample Forms. Those documents and such other rules and policies as Herbalife has published, or in the future may publish, together with such modifications and amendments as Herbalife shall make from time to time in its sole and absolute discretion (collectively, the "Rules"), are each hereby incorporated into this Agreement of Distributorship (each in its then most recently published form).

5. The term of my Distributorship will be annual, renewable from year to year thereafter, subject to procedures, requirements and processing fees as Herbalife shall determine in its sole and absolute discretion. I may cancel the Distributorship at any time by notifying Herbalife in writing that I wish to do so. Following termination of my Distributorship, I have the right to resell to Herbalife unused and resalable products purchased from Herbalife and unused and resalable portions of the IBP, subject to the limitations, terms and conditions set forth in the Rules.

6. Herbalife may terminate my Distributorship if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my Distributorship, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules.

7. As an Herbalife Independent Distributor:

a. I will use my best efforts to promote the sale of Herbalife products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from my sales of Herbalife product for consumption and those of persons I have sponsored, directly or indirectly.

b. I will not engage in any deceptive, unfair or illegal practice. I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to any breach of this Agreement or violation of applicable law. Herbalife may offset against amounts which would otherwise be due to me reasonable amounts to cover such indemnity.

c. I will conduct my Herbalife business as a self-employed independent contractor (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes—including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Distributor. I will not be treated as an employee with respect to such services for Federal tax purposes or any other tax or other purpose, and will assert no position to the contrary.

d. If I sponsor others to become Distributors, I will do so in an ethical and lawful manner, and I will thereafter continue to sell and promote the sale of Herbalife products for consumption, will use my best efforts to train, assist and support those I sponsor to do the same and will communicate and lead by example. I will make no representations about Herbalife's products or income opportunity except in compliance with Herbalife's Rules and applicable law. I may not order product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.

e. Herbalife International of America, Inc., P.O. Box 80210, Los Angeles, CA 90080, collects certain personal identifiable information about its Distributors. It does so to fulfill its obligations under the Distributor relationship and to provide its Distributors with the products and services requested. I understand my information may be used to send me materials about Herbalife products and services, or other commercial information, including information on products of Herbalife's business partners.

8. During the term of my Distributorship:

a. And, thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Distributors or customers), and any other information of commercial value relating to other Distributors or customers, provided by Herbalife or which I develop or obtain while a Distributor, and I will not use them, directly or indirectly, for any purpose other than the conduct of my Herbalife Distributorship.

b. And, for one (1) year after termination of my Herbalife Distributorship, whether voluntary or involuntary neither my spouse nor I will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Distributor or any customer of Herbalife of whom I became aware in the course of my Herbalife Distributorship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and I will not encourage anyone to do what I have agreed not to do.

c. And, in perpetuity, I will use Herbalife's trade name, logo, trademarks and intellectual property only if and to the extent expressly permitted by Herbalife in writing.

9. Neither this Distributorship nor any interest therein may be assigned or transferred, voluntarily or involuntarily, except as provided in the Rules and then only with the prior written consent of Herbalife, given (and if so, on such terms and conditions specified by Herbalife) or withheld by Herbalife in its sole and absolute discretion.

10. Herbalife is a family-oriented business that expects its Distributors to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty or violence to others.

11. PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW AND FORUM. Despite any law or equitable doctrine or authority to the contrary, any Claim must be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. Any Claim shall be resolved exclusively in a judicial proceeding in either the Superior Court or the United States District Court, both located in Los Angeles, California. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.

12. MISCELLANEOUS LEGAL PROVISIONS:

a. Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by California statute.

b. This Agreement (including documents incorporated herein, in their then published form) constitutes the entire Agreement between Herbalife and me.

c. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.

d. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

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HERBALIFE  
ELECTRONIC DISCLOSURE AGREEMENT  
AND ONLINE DISTRIBUTOR APPLICATION AND AGREEMENT

By clicking "I AGREE" below, you agree that you have read and are bound by the terms of this Electronic Disclosure Agreement, and the Herbalife Online Distributor Application and Agreement, which is fully incorporated herein by reference (hereinafter, the "Agreement").

1. ELECTRONIC DISCLOSURE NOTICE

All documents, including but not limited to, this Agreement, as well as all notices, disclosures and records (collectively, "Disclosures") relating to your account with Herbalife may be sent to you electronically at the email address indicated by you in the account registration form or by viewing the Disclosures on Herbalife's web site. Alternatively, Herbalife may provide you with Disclosures via fax or in the mail.

2. CONSENT TO ELECTRONIC DISCLOSURES

By clicking "I AGREE" below, you agree to receive all Disclosures from Herbalife electronically which Herbalife may send to you by email or by posting the Disclosures on the internet.

3. WITHDRAWAL OF CONSENT

You may withdraw your consent to electronic Disclosures in the future at any time without charge. To withdraw your consent, please fax us at 310-258-7012 or write us at PO Box 80210, Los Angeles, CA 90080 and indicate that you wish to receive all future communications in writing. We will send you a confirming notice once we have processed your change request.

4. TECHNICAL REQUIREMENTS

To access Disclosures electronically and print copies of these Disclosures for your records, you must have internet access, as well as access to a printer. By clicking "I AGREE" below, you confirm that you have access to the Internet and a printer or the ability to make hard copies of your information and records (the "Hardware"). Herbalife uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Distributor Application, you must have the hardware and/or software to support 128-bit encryption. Please make a copy of this Agreement, including the Online Distributor Application and Agreement for your records. You can also save an electronic copy of this document to your hard drive. Upon request, you may also obtain a copy of the foregoing by accessing herbalife.com under Distributor Services

5. ONLINE DISTRIBUTOR APPLICATION AND AGREEMENT

By clicking "I AGREE" below, and by completing the Online Distributor Application and Agreement, which will appear after you click "I AGREE," you agree to be bound by the terms of the Herbalife Online Distributor Application and Agreement.

6. CONTACT INFORMATION

You agree to promptly notify us of any changes in your address information by faxing us at 310-258-7012, by writing to us at P.O. Box 80210, Los Angeles, CA 90080, or by accessing one of Herbalife's websites and changing your personal information."

# Exhibit C



HERBALIFE INTERNATIONAL OF AMERICA, INC.  
 P.O. Box 80210  
 Los Angeles, California 90080-0210  
 Tel. (310) 410-9600

Sales Order Department/Distributor Relations  
 Tel. (866) 866-4744  
 TTY User. (800) 503-6180



**HERBALIFE MEMBERSHIP APPLICATION AND AGREEMENT**

This Application must be completed accurately and in its entirety in order to be considered by Herbalife International of America, Inc.

IDENTIFICATION NUMBER

**10Y0760183**

The number above will be my Herbalife ID Number once this Application is accepted

**APPLICANT INFORMATION**

**LAVIGNE** **JENNIFER** **O**  
 Last Name First Name Middle Initial  
 Residential Address (P.O. Boxes are not accepted)  
 City State ZIP Code  
 Day Phone Mobile Phone Evening Phone

What is your preferred language for certain communication when available?

English  Spanish

Email Address (if applicable) Your email address must be unique and not shared by another Member. By providing your email address, you have consented to receive business-related email communications from Herbalife.  
 Date of Birth (month) (day) (year) Applicant's Social Security Number or Individual Taxpayer Identification Number

**SPOUSE INFORMATION**

Spouse's name is for recognition purposes only and is not an indication of ownership or entitlement.

**LAVIGNE** **JENNIFER** **O**  
 Spouse's Last Name First Name Middle Initial  
 Spouse's Social Security Number or Individual Taxpayer Identification Number

**Sponsor's Information**

**ANDREA GOODWIN**  
 Sponsor's Name  
 Phone Sponsor's Herbalife ID Number **10y0583018**

**Supervisor's Information**

**ANDREA GOODWIN**  
 Supervisor's Name  
 Phone Supervisor's Herbalife ID Number **10y0583018**

Have you or your spouse previously been an Herbalife Member or participated in any Herbalife Membership or Distributorship?

Yes  No

Membership ID Last Name First Name (month) (day) (year) Application Date (month) (day) (year) Date of last activity in connection with that Membership or Distributorship

I hereby acknowledge that I have reviewed and understand the Herbalife Membership Application and Agreement, including the Arbitration Agreement and Terms and Conditions expressed or incorporated therein, and agree to be bound by them.

**JENNIFER LAVIGNE** **12 2 2014**  
 Applicant's Signature (month) (day) (year)

**GOLD STANDARD GUARANTEES**

Herbalife takes pride in the policies we have in place to protect all of our Members. Please review the Gold Standard Guarantees and check each box to acknowledge that you have read and understood each item.

**1. There are no minimum purchases required and start-up costs are low.**

The only required purchase to become an Herbalife Member or engage in the Herbalife business is the Mini Herbalife Member Pack, or at my election, the Herbalife Member Pack. No product purchases are required. If I choose to purchase products, I understand my purchases should not exceed my own needs or amounts I am confident I can resell in a reasonable amount of time.

I have read and understood this message

**2. There is a fully refundable, 90-day money-back guarantee for the cost of the Herbalife Member Pack, if Membership is canceled for any reason.**

If I choose to cancel my Membership within 90 days I have the right to a full refund of the purchase price of the Herbalife Member Pack or Mini Herbalife Member Pack.

I have read and understood this message

**3. There is a 100% refund guarantee on product, purchased in the prior 12 months if Membership is canceled for any reason.**

If my Membership is canceled for any reason, I may return to the company unused and resalable products or sales materials that I purchased within the last 12 months for a full refund of the purchase price. Simply follow the directions in the "Sample Forms" section of Book 4 of the Member Pack or online at [MyHerbalife.com](http://MyHerbalife.com).

I have read and understood this message

**4. There is no requirement to purchase any sales and business tools to start up or succeed in your Herbalife Membership.**

I am not required to purchase any business tools, and can use the promotional literature and sales tools that Herbalife makes available for free or at minimal cost. I understand that I must successfully complete the "Protecting Your Business 101" training (available on [MyHerbalife.com](http://MyHerbalife.com)) within 60 days of my qualification as a new Supervisor, or I will subsequently be unable to place orders until the training is successfully completed. Prior to opening a Nutrition Club, including any Club with fitness activities; I must be a Member for at least 90 days and complete the Company's Mandatory Nutrition Club training available on [MyHerbalife.com](http://MyHerbalife.com).

I have read and understood this message

**5. We clearly define the benefit of each product and appropriate method of use directly on the product label – we want to make absolutely sure that the right products are taken the right way to achieve realistic results. We provide realistic expectations of the business opportunity and the effort required to succeed at all levels.**

We clearly define the benefit of each product and appropriate method of use directly on the product label – we want to make absolutely sure that the right products are taken the right way and that Members have the correct information to talk about the products to their customers. Similarly, we provide accurate information about the financial results that Herbalife Members have achieved so that it may be shared with those being introduced to the Herbalife opportunity. Any claims I make about Herbalife's® products or about the Herbalife opportunity must be lawful, true, not misleading, substantiated in writing in advance and consistent with claims made in the current materials published by Herbalife. I may not make any written, therapeutic or curative claims about Herbalife® products (whether or not they are about my own personal experience), except those stated in materials published by Herbalife, or use the name of the Food and Drug Administration (FDA) or any other regulatory agency when representing Herbalife® products.

I have read and understood this message

**6. We provide clear, accurate, and timely disclosures to prospective Members regarding potential income.**

People join the Herbalife Team for many reasons. Many simply want to purchase Herbalife® products at wholesale prices. Others want to build a business of their own. If my goal is to build an Herbalife business, I understand that it takes hard work and dedication to make it successful. I understand that the Statement of Average Gross Compensation that follows is available on [MyHerbalife.com](http://MyHerbalife.com), and is the only authorized information about the financial results that Herbalife Members have achieved. I confirm I am not relying on any other information.

To see all of your rights and obligations as an Herbalife Member, please review Herbalife's Rules of Conduct in your Member Pack or visit [MyHerbalife.com](http://MyHerbalife.com).

I have read and understood this message

**STATEMENT OF AVERAGE GROSS COMPENSATION PAID BY HERBALIFE TO U.S. MEMBERS IN 2013**

People become Herbalife Members for a number of reasons. A substantial majority (73%)<sup>1</sup> join us primarily to receive a discounted price on products they and their families enjoy. Others wish to earn part-time money, wanting to give direct sales a try. They are encouraged by Herbalife's minimal start-up costs (at their option, a Mini Herbalife Member Pack [Mini HMP] at (USD) 59.50 or full HMP at (USD) 92.25,<sup>2</sup> plus applicable sales tax, shipping and handling) and money-back guarantee.<sup>3</sup> There is no need to purchase large amounts of inventory or to purchase other materials. In fact, Herbalife's corporate policy discourages the purchase of sales aids, especially in the first few months of a Membership.

If you are someone who seeks to build a part-time or full-time income, we want you to have realistic expectations of the possible income you can earn. The Herbalife earnings opportunity is something like a gym membership: results vary with the time, energy and dedication you put into it. Anyone considering the Herbalife opportunity needs to understand the realities of direct selling. It is hard work. There is no shortcut to riches, no guarantee of success. However, for those who devote the time and energy to develop a stable base of customers and then mentor and train others to do the same, the opportunity for personal growth and an attractive part-time or full-time income exists.

**PROFIT ON YOUR OWN SALES:** One element of the income a Member can earn is the profit, after expenses, from the resale of Herbalife® products. Members decide for themselves the way they do the business, the number of days and hours they work, the expenses they incur and the prices they charge.

**MULTI-LEVEL COMPENSATION:** Some Members (22.2%) sponsor others to become Herbalife Members. In that way, they may seek to build and maintain their own downline sales organization. They are not paid anything for sponsoring new Members. They are paid solely based on product sales to their downline Members for their own consumption or to sell to others. This multi-level compensation opportunity is detailed in Herbalife's Sales & Marketing Plan, which is available to all Members online at [www.MyHerbalife.com](http://www.MyHerbalife.com). **For the 13.6% of Herbalife Members who are Sales Leaders<sup>4</sup> with a downline, the average compensation received from the Company in 2013 was (USD) 5,381. These amounts are before expenses incurred in the operation or promotion of their business.**

In the chart below, we summarize the economic benefits available to Herbalife Members in 2013. For most people (88%), the economic benefits resulted exclusively from a discounted price on products they purchased for personal and family use or for resale to others, neither of which took the form of a payment from the Company.

The multi-level compensation paid to Members summarized below does not include expenses incurred by a Member in the operation or promotion of his or her business, which can vary widely and might include advertising or promotional expenses, product samples, training, rent, travel, telephone and Internet costs, and miscellaneous expenses. The compensation summarized below is not necessarily representative of the compensation, if any, that any particular Member will receive. These figures should not be considered as guarantees or projections of your actual compensation or profits. Success with Herbalife results only from successful product sales efforts, which require hard work, diligence and leadership. Your success will depend upon how effectively you exercise these qualities.

<b>Single-Level Members (No Downline)</b>							
<b>Economic Opportunity</b>	<b>Members*</b>		The economic rewards for single-level Members are the wholesale pricing received on products for consumption by the Member and his or her family as well as the opportunity to retail product to non-Members. Neither of these rewards are payments made by the company and therefore are excluded from this chart.				
	<b>Number</b>	<b>%</b>					
<ul style="list-style-type: none"> <li>Wholesale price on product purchases</li> <li>Retail profit on sales to non-Members</li> </ul>	408,640	77.8%					
<b>Non-Sales Leaders With a Downline</b>							
<b>Economic Opportunity</b>	<b>Members</b>		In addition to the economic rewards of the single-level Members above, which are not included in this chart, certain non-sales leaders with a downline may be eligible for payments from Herbalife for wholesale commissions on downline product purchases made directly with Herbalife.  2,929 of the 5,037 eligible Members earned such payments in 2013. The average total payments to the 2,929 Members was (USD) 105.				
	<b>Number</b>	<b>%</b>					
<ul style="list-style-type: none"> <li>Wholesale price on product purchases</li> <li>Retail profit on sales to non-Members</li> <li>Wholesale profit on sales to another Member</li> </ul>	45,076	8.6%					
<b>Sales Leaders With a Downline</b>							
<b>Economic Opportunity</b>	<b>Members</b>		<b>All Sales Leaders With a Downline</b>			This chart includes all Commissions, Royalties and Bonuses paid by Herbalife. It does not include amounts earned by Members on their sales of Herbalife® products directly to others.	
	<b>Number</b>	<b>%</b>	<b>Average Payments from Herbalife (USD)</b>	<b>Number of Members</b>	<b>% of Total Grouping</b>		<b>Average Gross Payments (USD)</b>
<ul style="list-style-type: none"> <li>Wholesale price on product purchases</li> <li>Retail profit on sales to non-Members</li> <li>Wholesale profit on sales to another Member</li> <li>Multi-level compensation on downline sales               <ul style="list-style-type: none"> <li>Royalties</li> <li>Bonuses</li> </ul> </li> </ul>	71,535	13.6%	>250,000	199	0.3%		666,680
			100,001-250,000	505	0.7%		148,413
			50,001-100,000	600	0.8%		69,573
			25,001-50,000	1,247	1.7%		35,536
			10,001-25,000	2,116	3.0%		15,644
			5,001-10,000	2,716	3.8%		7,079
			1,001-5,000	11,942	16.7%		2,244
			1-1,000	40,120	56.1%		302
			0	12,090	16.9%		0
			<b>Total</b>	<b>71,535</b>	<b>100.0%</b>	<b>5,381</b>	

\*45,048 of the 408,640 single-level Members are sales leaders without a downline.

The majority of those Members who earned in excess of (USD) 100,000 from Herbalife in 2013 had reached the level of Herbalife's President's Team. During 2013, 53 U.S. Members achieved the level of President's Team. They averaged nine years as an Herbalife Member before reaching President's Team, with the longest duration being 31 years and the shortest being less than three years.

<sup>(1)</sup> 73%, based on a survey of former U.S. Members by Lieberman Research Worldwide, Inc. ("LRW") in January 2013, with a margin of error of +/- 3.7%.

<sup>(2)</sup> Prices quoted are for the U.S. as of April 2014, and are subject to change. For current prices, see [opportunity.herbalife.com](http://opportunity.herbalife.com).

<sup>(3)</sup> If requested within 90 days for the return of the HMP and one year for the return of resalable inventory, upon leaving the business.

<sup>(4)</sup> Sales Leaders are Members who achieved the level of Supervisor or higher. See details on Herbalife's Sales & Marketing Plan at [MyHerbalife.com](http://MyHerbalife.com).

55.1% of Sales Leaders as of February 1, 2013, requalified by January 31, 2014 (including 37.5% of first time Sales Leaders).

**A. MEMBERSHIP**

**1. Becoming a Member:** I hereby apply to be a Member of Herbalife on the terms and conditions set forth below and in the "Materials" (as defined below). I will become a Member only when this Application is accepted by Herbalife in its sole and absolute discretion by entering my Membership into its records at Herbalife's Home Office in Los Angeles, California. Until then, I am granted a limited, revocable license to buy and, if I choose, to resell Herbalife® products.

**2. Prior Membership or Participation:** I acknowledge that the Rules of Conduct require a one-year period of inactivity following: a) non-payment of the Annual Services Fee or b) resignation of any prior Membership or Distributorship, and I represent and warrant to Herbalife that such time has passed.

If my spouse or I previously owned or assisted in the operation of an Herbalife Membership or Distributorship, I will complete the following information which I represent and warrant is true:

Membership ID: \_\_\_\_\_ Name: \_\_\_\_\_

Application Date: \_\_\_/\_\_\_/\_\_\_ . Date of last activity in connection with that Membership \_\_\_/\_\_\_/\_\_\_ .  
Month Day Year Month Day Year

**3. Herbalife Member Pack:** I have ordered an Herbalife Member Pack, which is either an Herbalife Member Pack or Mini Herbalife Member Pack. The only required purchase to become an Herbalife Member or engage in the Herbalife business is the Mini Herbalife Member Pack, or at my election, an Herbalife Member Pack. The Member Pack includes the Terms and Conditions of Doing the Herbalife Business, the Arbitration Agreement, the Statement of Average Gross Compensation Paid by Herbalife, and Book 4 which includes the Sales & Marketing Plan and the Rules of Conduct ("Rules"), as well as the Policy Statement on Expenditures by New Members, the Corporate Policy Statement on Business Methods and other documents. (These are referred to collectively as the "Materials" and by this reference are incorporated in this Agreement). This Agreement constitutes the entire agreement between Herbalife and me. The Materials, which may be modified from time to time by Herbalife in its sole and absolute discretion are effective upon publication, and may be obtained in their current form on [MyHerbalife.com](http://MyHerbalife.com).

**4. Term:** The term of this Agreement shall be indefinite, subject to requirements including an Annual Services Fee (which Herbalife may determine from time to time in its discretion). I may cancel or terminate my Membership by notifying Herbalife in writing that I wish to do so. Herbalife may cancel or terminate my Membership if it determines that I or persons participating in my Herbalife Membership have violated this Agreement or if I fail to pay the Annual Services Fee.

**5. Refunds:**

**a. Member Pack Refund:** I shall have the right to a full refund of the purchase price I paid for the Member Pack, if I choose to cancel my Membership with Herbalife within 90 days of acceptance of this Application, as provided in the Rules – Resigning Within 90 Days.

**b. Consumer Satisfaction Refund:** If I am not completely satisfied with any Herbalife® product purchased at any time for my own consumption (whether directly from Herbalife or from an Herbalife Member) I may return it to the Company within 30 days of purchase in exchange for other products, as provided in the Rules - Satisfaction Guarantee.

**c. Refund for Inventory:** Following the cancellation (by me or by Herbalife) of my Membership, I shall have the right to resell to Herbalife and a refund of the price I paid for unused and resalable products or sales materials returned and which I purchased from Herbalife directly or indirectly through another Member within the last 12 months, as provided in the Rules – Inventory Repurchase.

**d. How to Obtain a Refund:** To obtain a refund or exchange as provided in a, b or c above, I may follow the directions provided in the "Sample Forms" section of Book 4 contained in the Member Pack and available at [MyHerbalife.com](http://MyHerbalife.com), or by contacting Herbalife (toll free) at 866-866-4744.

**6. Transfers:** My Membership or any interest in my Membership may only be assigned or transferred as provided in the Rules and only with the prior written consent of Herbalife, given or withheld by Herbalife in its sole and absolute discretion. Herbalife may assign this Agreement without my consent.



## B. THE HERBALIFE BUSINESS OPPORTUNITY

1. **Diligent Inquiry:** If I wish to consider engaging in an Herbalife business, by selling Herbalife® products or sponsoring other Members to do so, I agree as an essential part of that consideration, to carefully review the Materials contained in the Member Pack and those then available on [MyHerbalife.com](http://MyHerbalife.com). Herbalife encourages careful prior review so I will be informed about the potential risks, benefits and rules applicable to Members engaged in business activities
2. **Compensation I Might Receive or Income that I Might Earn:** The Compensation Statement (contained in the Member Pack and available on [MyHerbalife.com](http://MyHerbalife.com)) is the only authorized presentation of the matters it sets forth. I hereby represent, warrant and agree that I am not relying upon and that I will not rely upon any other written or oral information or representations about the financial results I might achieve.
3. **Promote the Sale of Products:** If I choose to engage in the Herbalife Business, I will promote the sale of Herbalife® products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from product sales to my customers for their consumption and to my downline for their consumption and resale to others.
4. **Product and Other Purchases:** I am not required to purchase products or maintain an inventory to succeed or advance as an Herbalife Member. I may not purchase product primarily to qualify to earn compensation, as opposed to purchases which I freely choose to make for my own consumption and amounts I consider reasonable to service my customers. I am also not required to purchase sales aids or attend meetings or events.
5. **Building a Sales Organization:** I am aware that I will earn no compensation or other economic benefit for recruiting other Members. If I choose to sponsor others as Herbalife Members in order to build and maintain a downline sales organization, my earnings will be based on product sales to my customers for their consumption and to my downline for their consumption and resale to others. This multilevel compensation opportunity is detailed in Herbalife's Sales & Marketing Plan, which is available to all Members online at [MyHerbalife.com](http://MyHerbalife.com).

## C. MISCELLANEOUS LEGAL PROVISIONS

1. **Damages:** Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by California statute.
2. **Waiver and Delay:** Herbalife may address Rules violations or other breach of this Agreement with any Member in its sole and absolute discretion. No failure, refusal or neglect of Herbalife to exercise any right, power or option under any agreement with any Member, shall constitute a waiver of the provisions or a waiver by Herbalife of its rights at any time under this Agreement.
3. **Severability:** If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision, except as otherwise provided in Section (4)(c) of the Arbitration Agreement.
4. **Private Statute of Limitations:** Despite any law or equitable doctrine or authority to the contrary, any claim, whether brought by Herbalife or by me, shall be brought within one (1) year from the date the person or entity asserting the claim first knew, or through the exercise of reasonable diligence should have known or suspected, the facts which underlie the claim.
5. **Choice of Law:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.
6. **Indemnification:** I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to or arising from my breach of this Agreement or the conduct of my Herbalife business. Herbalife may offset reasonable amounts against amounts which would otherwise be due to me to cover such indemnity.
7. **Binding Terms:** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

## TERMS AND CONDITIONS OF DOING THE HERBALIFE BUSINESS

I agree that if I chose to conduct the Herbalife business in any respect:

### A. Independent Contractor

**Self-employed:** I will be a self-employed independent contractor, (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes – including self-employment taxes), not an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Member. I will not be treated as an employee with respect to such services for Federal or State tax purposes, nor will I be treated as an employee for any other purpose. As an independent contractor, I agree that I shall have no rights or benefits that an employee of Herbalife may have nor will I make any claim to the contrary.

### B. Important Corporate Statements

The Corporate Statements referenced below, and other important policies are contained in the Materials and are also available online at [MyHerbalife.com](http://MyHerbalife.com) or from Herbalife Distributor Relations and are hereby incorporated by this reference. I agree to carefully review those Statements prior to any decision or action to engage in the Herbalife business, including but not limited to reselling Herbalife® products, sponsoring other Members or both.

**Compensation Statement:** The Compensation Statement is the only authorized presentation of the matters it sets forth. I hereby represent, warrant and agree that I am not relying and will not rely in the future upon any other written or oral information or representations about the financial results I might achieve.

**Expenditures and Business Methods:** The Policy Statement on Expenditures by New Members and the Corporate Policy Statement on Business Methods set forth Herbalife's positions and recommendations with respect to the matters they cover.

### C. Purchases

- 1. The Only Required Purchase:** The only required purchase to become, succeed, or advance as an Herbalife Member is the Herbalife Mini Member Pack or at my election the Herbalife Member Pack.
- 2. Product Purchases:** All product purchases are optional, as are the purchase of any sales aids. I may not purchase product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
- 3. Sales Aids:** Herbalife does not endorse or recommend sales aids produced or sold by others and shall have no responsibility if I decide to purchase them. I may not buy, nor may I, directly or indirectly, sell, promote, recommend, refer, facilitate or take any action which Herbalife might deem to encourage or promote the purchase, use or sale by another Member of leads, leads-related advertising, advertising slots or decision packs.

### D. Further Agreements

- 1. Sales of Herbalife® Products:** I will promote the sale of Herbalife® products in a manner that enhances the reputation of Herbalife. My success will only come from sales of Herbalife® products by me and those I have sponsored, directly or indirectly, for consumption and resale.
- 2. Illegal Practices:** I will not engage in any deceptive, unfair or illegal practices, and I will comply with applicable law. I will comply with Herbalife's Rules of Conduct published in the countries in which I conduct any aspect of the Herbalife business.
- 3. Obligations of Sponsorship:** If I sponsor others to become Members, I will do so in an ethical and lawful manner, and in compliance with this Agreement and applicable law. Thereafter, I will use best efforts to train, assist and support those I sponsor to do the same, and I will communicate and lead by example.
- 4. Representations:** I will make no representations about Herbalife's® products or business opportunity except in compliance with Herbalife's Rules and applicable law.
- 5. Conduct:** Herbalife is a family-oriented business that expects its Members to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty, moral turpitude, or violence to others.

**6. Non-Solicitation of Other Members While I am an Herbalife Member:** During the term of my Membership, neither I nor my spouse will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Member or any customer of Herbalife of whom my spouse or I became aware in the course of the Herbalife Membership, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and neither of us will encourage anyone to do what I have agreed we will not do.

**7. Intellectual Property and Confidential Information:**

- a. From time to time, I may receive personally identifiable information ("PII"), from Herbalife relating to my downline. I may not use this PII for any other purpose than to develop my Herbalife business relationship with my downline, unless I have received consent from the downline Member to use the PII for other purposes. I will abide by applicable data protection laws at all times, including international data transfer restrictions. I shall be responsible for the use that I make of the PII of my downline once Herbalife has transmitted it to me. I shall also hold the PII I receive from Herbalife on my downline Members at all times in strict confidence.
- b. I am hereby granted during the term of my Membership, a limited, revocable license to use Herbalife's trade name, logo, trademarks and certain intellectual property only if and to the extent expressly permitted under the terms of the Agreement or by Herbalife in writing.
- c. During the term of a Membership and thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Members or customers), and any other information of commercial value relating to other Members or customers, provided by Herbalife or that I or we developed or obtained while a Member, and neither I nor my spouse will use them, directly or indirectly, for any purpose other than the conduct of the Herbalife Membership.
- d. I authorize Herbalife to videotape and photograph me and I grant Herbalife a license to use my name, photograph, video images, personal story and information I provide to Herbalife, and likeness in Herbalife related promotional materials. I hereby waive all claims for payment for such use.

**ARBITRATION AGREEMENT FOR DISPUTES BETWEEN MEMBERS AND HERBALIFE**

This is the Arbitration Agreement incorporated into the Membership Application and Agreement. In the event that Herbalife and Member are not able to resolve any dispute in an amicable informal manner, Herbalife and Member each agree to resolve such disputes solely and exclusively by binding arbitration or in small claims court instead of in courts of general jurisdiction. Arbitration can be more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

**ANY ARBITRATION UNDER THIS AGREEMENT SHALL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ACTIONS AND CLASS ARBITRATIONS SHALL NOT BE PERMITTED.**

For any claim that does not exceed \$75,000, Herbalife will pay all arbitration fees so long as the arbitrator does not find that Member's claim is frivolous or filed for improper purpose. Moreover, in arbitration Member may be entitled to recover attorneys' fees from Herbalife to at least the same extent as Member would be in court. In addition, under certain circumstances (as explained below), Herbalife will pay Member more than the amount of the arbitrator's award and will pay Member's attorney (if any) twice his or her reasonable attorney's fees if the arbitrator awards Member an amount that is greater than what Herbalife had offered Member to settle the dispute prior to the issuance of the arbitrator's award.

Arbitration Agreement:

(1) Scope

Except as provided in paragraph (2) below, Herbalife and Member agree to arbitrate all disputes and claims between them. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to terminations, enforcement of Member Rules and Marketing Plan decisions;
- claims by Member against Herbalife or Herbalife against Member which arise out of or relate in any way to any dispute between Member and another Herbalife Member;
- claims arising out of or relating to any aspect of the relationship between Herbalife and Member, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

- claims that arose before this or any prior agreement between Herbalife and Member;
- claims that are the subject of purported class action litigation in which Member is not a member of a certified class; and
- claims that may arise before, after or as a direct or indirect result of the termination of Member's relationship with Herbalife.

**MEMBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, HERBALIFE AND MEMBER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement, the Member Agreement or any other agreement between Herbalife and Member.

References to "Herbalife," "Member," "they," "their" or "them" include Herbalife's and Member's respective subsidiaries, affiliates, officers, directors, agents, employees, predecessors in interest, heirs, successors and assigns.

(2) Exceptions

- (a) Notwithstanding the foregoing, Member may bring an individual action for monetary damages in small claims court. Member may not bring any other type of action against Herbalife in small claims court. Herbalife may only arbitrate claims against Member and may not bring any actions against Member in small claims court.
- (b) This arbitration agreement does not preclude Member from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against Herbalife on Member's behalf.

(3) Procedure

- (a) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Herbalife should be addressed to:

Office of the General Counsel  
Herbalife International of America, Inc.  
800 West Olympic Blvd., Suite 406  
Los Angeles, CA 90015

("Herbalife's Notice Address"). The Notice to Member shall be addressed to Member's mailing address as listed in Herbalife's records. ("Member's Notice Address"). The Notice shall (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Herbalife and Member do not reach an agreement to resolve the claim within 30 days after the Notice is received, Member or Herbalife may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Herbalife or Member shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Herbalife or Member is entitled. Member may download or copy a form Notice and a form to initiate arbitration at: [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175)

- (b) After Herbalife receives notice at Herbalife's Notice Address that Member has commenced arbitration, it will promptly reimburse Member for Member's payment of the filing fee unless Member's claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider.) If Member states that Member is unable to pay this fee, Herbalife will pay it directly upon receiving a written request at its Notice Address.
- (c) The arbitration will be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator shall be bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator shall be bound by the terms of this Agreement.
- (d) Unless Herbalife and Member agree otherwise, any arbitration hearings will take place in the county (or parish) of Member's Notice Address. If Member's claim is for \$10,000 or less, Herbalife and Member agree that Member may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Member's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Herbalife will pay all

AAA filing, administration and arbitrator fees for an arbitration filed in accordance with the rules set forth above. If, however, the arbitrator finds that either the substance of Member's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, Member agrees to reimburse Herbalife for all monies previously disbursed by it that are otherwise Member's obligation to pay under the AAA Rules. In addition, if Member initiates an arbitration in which Member seeks more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.

#### (4) Awards and Attorneys' Fees

(a) If, after finding in Member's favor in any respect on the merits of Member's claim, the arbitrator issues Member an award that is greater than the value of Herbalife's last written settlement offer made before an arbitrator was selected, then Herbalife will:

- pay Member the amount of the award or \$10,000 ("the alternative payment") whichever is greater; and
- pay Member's attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Member's attorney reasonably accrues for investigating, preparing, and pursuing Member's claim in arbitration ("the attorney premium").

If Herbalife did not make a written offer to settle the dispute before an arbitrator was selected, Member and Member's attorney will be entitled to receive the alternative premium and the attorney premium, respectively, if the arbitrator awards Member any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative premium and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(b) The right to attorneys' fees and expenses discussed in paragraph (4) shall supplement any right to attorneys' fees and expenses Member may have under applicable law. Thus, if Member would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding Member that amount. However, Member may not recover duplicative awards of attorneys' fees or costs. Although under some laws Herbalife may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Herbalife agrees that it will not seek such an award.

(c) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**HERBALIFE AND MEMBER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN MEMBER'S OR HERBALIFE'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both Herbalife and Member agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(d) Except as required by any applicable law, rule or regulation, or by order or decree from any court of competent jurisdiction, any party involved in a claim or dispute under this arbitration provision shall not disclose to any other person not directly involved in the arbitration process anything having to do with the arbitration, including without limitation, (i) the substance of, or basis for, the claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery; or (iii) the terms or amount of any arbitration award. However, nothing in this provision shall preclude a party from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise in engaging in discovery. Herbalife and Member both agree that this confidentiality agreement applies to each of Herbalife's and Member's directors, officers, employees, clients, agents, advisors, and any other persons affiliated with Herbalife and Member in any way and that Herbalife and Member will take the steps necessary to make sure that all such persons or entities know about this confidentiality provision.

## **D. Electronic Disclosures**

### **1. CONSENT TO ELECTRONIC DISCLOSURES**

I agree that all documents, including but not limited to, this Agreement, as well as all notices, disclosures and records (collectively, "Disclosures") relating to my account with Herbalife may be sent to me electronically at the email address indicated by me in the account registration form or by viewing the Disclosures on Herbalife's website. Alternatively, Herbalife may provide me with Disclosures via fax or in the mail.

### **2. WITHDRAWAL OF CONSENT TO ELECTRONIC DISCLOSURES**

I may withdraw my consent to electronic Disclosures in the future at any time without charge. To withdraw my consent, I may fax Herbalife at 310-258-7012 or write Herbalife at P.O. Box 80210, Los Angeles, CA 90080-0210 and indicate my wish to receive all future communications in writing. Herbalife will send me a confirming notice once it has processed my change request.

### **3. TECHNICAL REQUIREMENTS FOR ELECTRONIC DISCLOSURES**

To access Disclosures electronically and print copies of these Disclosures for my records, I must have Internet access, as well as access to a printer. I agree that I have access to the Internet and a printer or the ability to make hard copies of my information and records (the "Hardware").

Herbalife uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Membership Application, you must have the hardware and/or software to support 128-bit encryption.

Please make a copy of this Agreement, including the Online Membership Application and Agreement for your records. I may also save an electronic copy of this document to my hard drive. I may also obtain a copy of the foregoing from [MyHerbalife.com](http://MyHerbalife.com) by accessing My Office / My Profile from the drop-down menu, and clicking on View / Print My Application.

### **4. CONTACT INFORMATION**

I agree to promptly notify Herbalife of any changes in my address information by faxing Herbalife at 310-258-7012, by writing to P.O. Box 80210, Los Angeles, CA 90080-0210, or by accessing one of Herbalife's websites and changing my personal information.

**Notice of Cancellation**

**FEDERAL AND STATE LAW:** Regulations require that we print the following Notice of Cancellation. The Herbalife Refund Policy provides you greater protection than the law requires.

Date of Transaction: \_\_\_\_/\_\_\_\_/\_\_\_\_

You may **CANCEL** this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed copy of this Cancellation Notice or any other written notice, or send a telegram to:

Herbalife International of America, Inc.  
P.O. Box 80210  
Los Angeles, CA 90080-0210

**NOT LATER THAN MIDNIGHT OF:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Date: 3 days after date of order)

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

-----  
Buyer's Signature

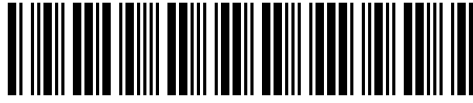
# Exhibit D





HERBALIFE INTERNATIONAL OF AMERICA, INC.  
 P.O. Box 80210  
 Los Angeles, California 90080-0210  
 Tel. (310) 410-9600

Sales Order Department/Distributor Relations  
 Tel. (866) 866-4744  
 TTY User. (800) 503-6180



**HERBALIFE MEMBERSHIP APPLICATION AND AGREEMENT**

This Application must be completed accurately and in its entirety in order to be considered by Herbalife International of America, Inc.

IDENTIFICATION NUMBER  
**10Y0707107**  
 The number above will be my Herbalife ID Number once this Application is accepted

**APPLICANT INFORMATION**

<u>pyle</u> Last Name	<u>cody</u> First Name	<u>S</u> Middle Initial
<u>[REDACTED]</u> Residential Address (P.O. Boxes are not accepted)		
<u>[REDACTED]</u> City	<u>OK</u> State	<u>[REDACTED]</u> ZIP Code
<u>[REDACTED]</u> Day Phone	<u>[REDACTED]</u> Mobile Phone	<u>[REDACTED]</u> Evening Phone

What is your preferred language for certain communication when available?

English  Spanish

[REDACTED]  
 Email Address (if applicable) Your email address must be unique and not shared by another Member.  
 By providing your email address, you have consented to receive business-related email communications from Herbalife.

[REDACTED] [REDACTED] [REDACTED]  
 Date of Birth (month) (day) (year)

[REDACTED]  
 Applicant's Social Security Number or Individual Taxpayer Identification Number

**SPOUSE INFORMATION**

Spouse's name is for recognition purposes only and is not an indication of ownership or entitlement.

<u>[REDACTED]</u> Spouse's Last Name	<u>[REDACTED]</u> First Name	<u>[REDACTED]</u> Middle Initial
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[REDACTED]  
 Spouse's Social Security Number or Individual Taxpayer Identification Number

**Sponsor's Information**

CHARLES BURCHARDT  
 Sponsor's Name

[REDACTED]  
 Phone

10y0450100  
 Sponsor's Herbalife ID Number

**Supervisor's Information**

CHARLES BURCHARDT  
 Supervisor's Name

[REDACTED]  
 Phone

10y0450100  
 Supervisor's Herbalife ID Number

Have you or your spouse previously been an Herbalife Member or participated in any Herbalife Membership or Distributorship?

Yes  No

<u>[REDACTED]</u> Membership ID	<u>[REDACTED]</u> Last Name	<u>[REDACTED]</u> First Name	<u>[REDACTED]</u> <u>[REDACTED]</u> <u>[REDACTED]</u> (month) (day) (year) Application Date	<u>[REDACTED]</u> <u>[REDACTED]</u> <u>[REDACTED]</u> (month) (day) (year) Date of last activity in connection with that Membership or Distributorship
------------------------------------	--------------------------------	---------------------------------	---	--

I hereby acknowledge that I have reviewed and understand the Herbalife Membership Application and Agreement, including the Arbitration Agreement and Terms and Conditions expressed or incorporated therein, and agree to be bound by them.

cody pyle  
 Applicant's Signature

7 7 2014  
 (month) (day) (year)

**GOLD STANDARD GUARANTEES**

Herbalife takes pride in the policies we have in place to protect all of our Members. Please review the Gold Standard Guarantees and check each box to acknowledge that you have read and understood each item.

**1. There are no minimum purchases required and start-up costs are low.**

The only required purchase to become an Herbalife Member or engage in the Herbalife business is the Mini Herbalife Member Pack, or at my election, the Herbalife Member Pack. No product purchases are required. If I choose to purchase products, I understand my purchases should not exceed my own needs or amounts I am confident I can resell in a reasonable amount of time.

I have read and understood this message

**2. There is a fully refundable, 90-day money-back guarantee for the cost of the Herbalife Member Pack, if Membership is canceled for any reason.**

If I choose to cancel my Membership within 90 days I have the right to a full refund of the purchase price of the Herbalife Member Pack or Mini Herbalife Member Pack.

I have read and understood this message

**3. There is a 100% refund guarantee on product, purchased in the prior 12 months if Membership is canceled for any reason.**

If my Membership is canceled for any reason, I may return to the company unused and resalable products or sales materials that I purchased within the last 12 months for a full refund of the purchase price. Simply follow the directions in the "Sample Forms" section of Book 4 of the Member Pack or online at [MyHerbalife.com](http://MyHerbalife.com).

I have read and understood this message

**4. There is no requirement to purchase any sales and business tools to start up or succeed in your Herbalife Membership.**

I am not required to purchase any business tools, and can use the promotional literature and sales tools that Herbalife makes available for free or at minimal cost. I understand that I must successfully complete the "Protecting Your Business 101" training (available on [MyHerbalife.com](http://MyHerbalife.com)) within 60 days of my qualification as a new Supervisor, or I will subsequently be unable to place orders until the training is successfully completed. Prior to opening a Nutrition Club, including any Club with fitness activities; I must be a Member for at least 90 days and complete the Company's Mandatory Nutrition Club training available on [MyHerbalife.com](http://MyHerbalife.com).

I have read and understood this message

**5. We clearly define the benefit of each product and appropriate method of use directly on the product label – we want to make absolutely sure that the right products are taken the right way to achieve realistic results. We provide realistic expectations of the business opportunity and the effort required to succeed at all levels.**

We clearly define the benefit of each product and appropriate method of use directly on the product label – we want to make absolutely sure that the right products are taken the right way and that Members have the correct information to talk about the products to their customers. Similarly, we provide accurate information about the financial results that Herbalife Members have achieved so that it may be shared with those being introduced to the Herbalife opportunity. Any claims I make about Herbalife's® products or about the Herbalife opportunity must be lawful, true, not misleading, substantiated in writing in advance and consistent with claims made in the current materials published by Herbalife. I may not make any written, therapeutic or curative claims about Herbalife® products (whether or not they are about my own personal experience), except those stated in materials published by Herbalife, or use the name of the Food and Drug Administration (FDA) or any other regulatory agency when representing Herbalife® products.

I have read and understood this message

**6. We provide clear, accurate, and timely disclosures to prospective Members regarding potential income.**

People join the Herbalife Team for many reasons. Many simply want to purchase Herbalife® products at wholesale prices. Others want to build a business of their own. If my goal is to build an Herbalife business, I understand that it takes hard work and dedication to make it successful. I understand that the Statement of Average Gross Compensation that follows is available on [MyHerbalife.com](http://MyHerbalife.com), and is the only authorized information about the financial results that Herbalife Members have achieved. I confirm I am not relying on any other information.

To see all of your rights and obligations as an Herbalife Member, please review Herbalife's Rules of Conduct in your Member Pack or visit [MyHerbalife.com](http://MyHerbalife.com).

I have read and understood this message

**STATEMENT OF AVERAGE GROSS COMPENSATION PAID BY HERBALIFE TO U.S. MEMBERS IN 2013**

People become Herbalife Members for a number of reasons. A substantial majority (73%)<sup>1</sup> join us primarily to receive a discounted price on products they and their families enjoy. Others wish to earn part-time money, wanting to give direct sales a try. They are encouraged by Herbalife's minimal start-up costs (at their option, a Mini Herbalife Member Pack [Mini HMP] at (USD) 59.50 or full HMP at (USD) 92.25,<sup>2</sup> plus applicable sales tax, shipping and handling) and money-back guarantee.<sup>3</sup> There is no need to purchase large amounts of inventory or to purchase other materials. In fact, Herbalife's corporate policy discourages the purchase of sales aids, especially in the first few months of a Membership.

If you are someone who seeks to build a part-time or full-time income, we want you to have realistic expectations of the possible income you can earn. The Herbalife earnings opportunity is something like a gym membership: results vary with the time, energy and dedication you put into it. Anyone considering the Herbalife opportunity needs to understand the realities of direct selling. It is hard work. There is no shortcut to riches, no guarantee of success. However, for those who devote the time and energy to develop a stable base of customers and then mentor and train others to do the same, the opportunity for personal growth and an attractive part-time or full-time income exists.

**PROFIT ON YOUR OWN SALES:** One element of the income a Member can earn is the profit, after expenses, from the resale of Herbalife® products. Members decide for themselves the way they do the business, the number of days and hours they work, the expenses they incur and the prices they charge.

**MULTI-LEVEL COMPENSATION:** Some Members (22.2%) sponsor others to become Herbalife Members. In that way, they may seek to build and maintain their own downline sales organization. They are not paid anything for sponsoring new Members. They are paid solely based on product sales to their downline Members for their own consumption or to sell to others. This multi-level compensation opportunity is detailed in Herbalife's Sales & Marketing Plan, which is available to all Members online at [www.MyHerbalife.com](http://www.MyHerbalife.com). **For the 13.6% of Herbalife Members who are Sales Leaders<sup>4</sup> with a downline, the average compensation received from the Company in 2013 was (USD) 5,381. These amounts are before expenses incurred in the operation or promotion of their business.**

In the chart below, we summarize the economic benefits available to Herbalife Members in 2013. For most people (88%), the economic benefits resulted exclusively from a discounted price on products they purchased for personal and family use or for resale to others, neither of which took the form of a payment from the Company.

The multi-level compensation paid to Members summarized below does not include expenses incurred by a Member in the operation or promotion of his or her business, which can vary widely and might include advertising or promotional expenses, product samples, training, rent, travel, telephone and Internet costs, and miscellaneous expenses. The compensation summarized below is not necessarily representative of the compensation, if any, that any particular Member will receive. These figures should not be considered as guarantees or projections of your actual compensation or profits. Success with Herbalife results only from successful product sales efforts, which require hard work, diligence and leadership. Your success will depend upon how effectively you exercise these qualities.

<b>Single-Level Members (No Downline)</b>							
<b>Economic Opportunity</b>	<b>Members*</b>		The economic rewards for single-level Members are the wholesale pricing received on products for consumption by the Member and his or her family as well as the opportunity to retail product to non-Members. Neither of these rewards are payments made by the company and therefore are excluded from this chart.				
	<b>Number</b>	<b>%</b>					
<ul style="list-style-type: none"> <li>Wholesale price on product purchases</li> <li>Retail profit on sales to non-Members</li> </ul>	408,640	77.8%					
<b>Non-Sales Leaders With a Downline</b>							
<b>Economic Opportunity</b>	<b>Members</b>		In addition to the economic rewards of the single-level Members above, which are not included in this chart, certain non-sales leaders with a downline may be eligible for payments from Herbalife for wholesale commissions on downline product purchases made directly with Herbalife.  2,929 of the 5,037 eligible Members earned such payments in 2013. The average total payments to the 2,929 Members was (USD) 105.				
	<b>Number</b>	<b>%</b>					
<ul style="list-style-type: none"> <li>Wholesale price on product purchases</li> <li>Retail profit on sales to non-Members</li> <li>Wholesale profit on sales to another Member</li> </ul>	45,076	8.6%					
<b>Sales Leaders With a Downline</b>							
<b>Economic Opportunity</b>	<b>Members</b>		<b>All Sales Leaders With a Downline</b>			This chart includes all Commissions, Royalties and Bonuses paid by Herbalife. It does not include amounts earned by Members on their sales of Herbalife® products directly to others.	
	<b>Number</b>	<b>%</b>	<b>Average Payments from Herbalife (USD)</b>	<b>Number of Members</b>	<b>% of Total Grouping</b>		<b>Average Gross Payments (USD)</b>
<ul style="list-style-type: none"> <li>Wholesale price on product purchases</li> <li>Retail profit on sales to non-Members</li> <li>Wholesale profit on sales to another Member</li> <li>Multi-level compensation on downline sales               <ul style="list-style-type: none"> <li>Royalties</li> <li>Bonuses</li> </ul> </li> </ul>	71,535	13.6%	>250,000	199	0.3%		666,680
			100,001-250,000	505	0.7%		148,413
			50,001-100,000	600	0.8%		69,573
			25,001-50,000	1,247	1.7%		35,536
			10,001-25,000	2,116	3.0%		15,644
			5,001-10,000	2,716	3.8%		7,079
			1,001-5,000	11,942	16.7%		2,244
			1-1,000	40,120	56.1%		302
			0	12,090	16.9%		0
			<b>Total</b>	<b>71,535</b>	<b>100.0%</b>	<b>5,381</b>	

\*45,048 of the 408,640 single-level Members are sales leaders without a downline.

The majority of those Members who earned in excess of (USD) 100,000 from Herbalife in 2013 had reached the level of Herbalife's President's Team. During 2013, 53 U.S. Members achieved the level of President's Team. They averaged nine years as an Herbalife Member before reaching President's Team, with the longest duration being 31 years and the shortest being less than three years.

<sup>(1)</sup> 73%, based on a survey of former U.S. Members by Lieberman Research Worldwide, Inc. ("LRW") in January 2013, with a margin of error of +/- 3.7%.

<sup>(2)</sup> Prices quoted are for the U.S. as of April 2014, and are subject to change. For current prices, see [opportunity.herbalife.com](http://opportunity.herbalife.com).

<sup>(3)</sup> If requested within 90 days for the return of the HMP and one year for the return of resalable inventory, upon leaving the business.

<sup>(4)</sup> Sales Leaders are Members who achieved the level of Supervisor or higher. See details on Herbalife's Sales & Marketing Plan at [MyHerbalife.com](http://MyHerbalife.com).

55.1% of Sales Leaders as of February 1, 2013, requalified by January 31, 2014 (including 37.5% of first time Sales Leaders).

**A. MEMBERSHIP**

**1. Becoming a Member:** I hereby apply to be a Member of Herbalife on the terms and conditions set forth below and in the "Materials" (as defined below). I will become a Member only when this Application is accepted by Herbalife in its sole and absolute discretion by entering my Membership into its records at Herbalife's Home Office in Los Angeles, California. Until then, I am granted a limited, revocable license to buy and, if I choose, to resell Herbalife® products.

**2. Prior Membership or Participation:** I acknowledge that the Rules of Conduct require a one-year period of inactivity following: a) non-payment of the Annual Services Fee or b) resignation of any prior Membership or Distributorship, and I represent and warrant to Herbalife that such time has passed.

If my spouse or I previously owned or assisted in the operation of an Herbalife Membership or Distributorship, I will complete the following information which I represent and warrant is true:

Membership ID: \_\_\_\_\_ Name: \_\_\_\_\_

Application Date: \_\_\_/\_\_\_/\_\_\_\_. Date of last activity in connection with that Membership \_\_\_/\_\_\_/\_\_\_\_.  
Month Day Year Month Day Year

**3. Herbalife Member Pack:** I have ordered an Herbalife Member Pack, which is either an Herbalife Member Pack or Mini Herbalife Member Pack. The only required purchase to become an Herbalife Member or engage in the Herbalife business is the Mini Herbalife Member Pack, or at my election, an Herbalife Member Pack. The Member Pack includes the Terms and Conditions of Doing the Herbalife Business, the Arbitration Agreement, the Statement of Average Gross Compensation Paid by Herbalife, and Book 4 which includes the Sales & Marketing Plan and the Rules of Conduct ("Rules"), as well as the Policy Statement on Expenditures by New Members, the Corporate Policy Statement on Business Methods and other documents. (These are referred to collectively as the "Materials" and by this reference are incorporated in this Agreement). This Agreement constitutes the entire agreement between Herbalife and me. The Materials, which may be modified from time to time by Herbalife in its sole and absolute discretion are effective upon publication, and may be obtained in their current form on [MyHerbalife.com](http://MyHerbalife.com).

**4. Term:** The term of this Agreement shall be indefinite, subject to requirements including an Annual Services Fee (which Herbalife may determine from time to time in its discretion). I may cancel or terminate my Membership by notifying Herbalife in writing that I wish to do so. Herbalife may cancel or terminate my Membership if it determines that I or persons participating in my Herbalife Membership have violated this Agreement or if I fail to pay the Annual Services Fee.

**5. Refunds:**

**a. Member Pack Refund:** I shall have the right to a full refund of the purchase price I paid for the Member Pack, if I choose to cancel my Membership with Herbalife within 90 days of acceptance of this Application, as provided in the Rules – Resigning Within 90 Days.

**b. Consumer Satisfaction Refund:** If I am not completely satisfied with any Herbalife® product purchased at any time for my own consumption (whether directly from Herbalife or from an Herbalife Member) I may return it to the Company within 30 days of purchase in exchange for other products, as provided in the Rules - Satisfaction Guarantee.

**c. Refund for Inventory:** Following the cancellation (by me or by Herbalife) of my Membership, I shall have the right to resell to Herbalife and a refund of the price I paid for unused and resalable products or sales materials returned and which I purchased from Herbalife directly or indirectly through another Member within the last 12 months, as provided in the Rules – Inventory Repurchase.

**d. How to Obtain a Refund:** To obtain a refund or exchange as provided in a, b or c above, I may follow the directions provided in the "Sample Forms" section of Book 4 contained in the Member Pack and available at [MyHerbalife.com](http://MyHerbalife.com), or by contacting Herbalife (toll free) at 866-866-4744.

**6. Transfers:** My Membership or any interest in my Membership may only be assigned or transferred as provided in the Rules and only with the prior written consent of Herbalife, given or withheld by Herbalife in its sole and absolute discretion. Herbalife may assign this Agreement without my consent.

## B. THE HERBALIFE BUSINESS OPPORTUNITY

1. **Diligent Inquiry:** If I wish to consider engaging in an Herbalife business, by selling Herbalife® products or sponsoring other Members to do so, I agree as an essential part of that consideration, to carefully review the Materials contained in the Member Pack and those then available on [MyHerbalife.com](http://MyHerbalife.com). Herbalife encourages careful prior review so I will be informed about the potential risks, benefits and rules applicable to Members engaged in business activities
2. **Compensation I Might Receive or Income that I Might Earn:** The Compensation Statement (contained in the Member Pack and available on [MyHerbalife.com](http://MyHerbalife.com)) is the only authorized presentation of the matters it sets forth. I hereby represent, warrant and agree that I am not relying upon and that I will not rely upon any other written or oral information or representations about the financial results I might achieve.
3. **Promote the Sale of Products:** If I choose to engage in the Herbalife Business, I will promote the sale of Herbalife® products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from product sales to my customers for their consumption and to my downline for their consumption and resale to others.
4. **Product and Other Purchases:** I am not required to purchase products or maintain an inventory to succeed or advance as an Herbalife Member. I may not purchase product primarily to qualify to earn compensation, as opposed to purchases which I freely choose to make for my own consumption and amounts I consider reasonable to service my customers. I am also not required to purchase sales aids or attend meetings or events.
5. **Building a Sales Organization:** I am aware that I will earn no compensation or other economic benefit for recruiting other Members. If I choose to sponsor others as Herbalife Members in order to build and maintain a downline sales organization, my earnings will be based on product sales to my customers for their consumption and to my downline for their consumption and resale to others. This multilevel compensation opportunity is detailed in Herbalife's Sales & Marketing Plan, which is available to all Members online at [MyHerbalife.com](http://MyHerbalife.com).

## C. MISCELLANEOUS LEGAL PROVISIONS

1. **Damages:** Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by California statute.
2. **Waiver and Delay:** Herbalife may address Rules violations or other breach of this Agreement with any Member in its sole and absolute discretion. No failure, refusal or neglect of Herbalife to exercise any right, power or option under any agreement with any Member, shall constitute a waiver of the provisions or a waiver by Herbalife of its rights at any time under this Agreement.
3. **Severability:** If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision, except as otherwise provided in Section (4)(c) of the Arbitration Agreement.
4. **Private Statute of Limitations:** Despite any law or equitable doctrine or authority to the contrary, any claim, whether brought by Herbalife or by me, shall be brought within one (1) year from the date the person or entity asserting the claim first knew, or through the exercise of reasonable diligence should have known or suspected, the facts which underlie the claim.
5. **Choice of Law:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.
6. **Indemnification:** I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to or arising from my breach of this Agreement or the conduct of my Herbalife business. Herbalife may offset reasonable amounts against amounts which would otherwise be due to me to cover such indemnity.
7. **Binding Terms:** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

## TERMS AND CONDITIONS OF DOING THE HERBALIFE BUSINESS

I agree that if I chose to conduct the Herbalife business in any respect:

### A. Independent Contractor

**Self-employed:** I will be a self-employed independent contractor, (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes – including self-employment taxes), not an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Member. I will not be treated as an employee with respect to such services for Federal or State tax purposes, nor will I be treated as an employee for any other purpose. As an independent contractor, I agree that I shall have no rights or benefits that an employee of Herbalife may have nor will I make any claim to the contrary.

### B. Important Corporate Statements

The Corporate Statements referenced below, and other important policies are contained in the Materials and are also available online at [MyHerbalife.com](http://MyHerbalife.com) or from Herbalife Distributor Relations and are hereby incorporated by this reference. I agree to carefully review those Statements prior to any decision or action to engage in the Herbalife business, including but not limited to reselling Herbalife® products, sponsoring other Members or both.

**Compensation Statement:** The Compensation Statement is the only authorized presentation of the matters it sets forth. I hereby represent, warrant and agree that I am not relying and will not rely in the future upon any other written or oral information or representations about the financial results I might achieve.

**Expenditures and Business Methods:** The Policy Statement on Expenditures by New Members and the Corporate Policy Statement on Business Methods set forth Herbalife's positions and recommendations with respect to the matters they cover.

### C. Purchases

- 1. The Only Required Purchase:** The only required purchase to become, succeed, or advance as an Herbalife Member is the Herbalife Mini Member Pack or at my election the Herbalife Member Pack.
- 2. Product Purchases:** All product purchases are optional, as are the purchase of any sales aids. I may not purchase product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
- 3. Sales Aids:** Herbalife does not endorse or recommend sales aids produced or sold by others and shall have no responsibility if I decide to purchase them. I may not buy, nor may I, directly or indirectly, sell, promote, recommend, refer, facilitate or take any action which Herbalife might deem to encourage or promote the purchase, use or sale by another Member of leads, leads-related advertising, advertising slots or decision packs.

### D. Further Agreements

- 1. Sales of Herbalife® Products:** I will promote the sale of Herbalife® products in a manner that enhances the reputation of Herbalife. My success will only come from sales of Herbalife® products by me and those I have sponsored, directly or indirectly, for consumption and resale.
- 2. Illegal Practices:** I will not engage in any deceptive, unfair or illegal practices, and I will comply with applicable law. I will comply with Herbalife's Rules of Conduct published in the countries in which I conduct any aspect of the Herbalife business.
- 3. Obligations of Sponsorship:** If I sponsor others to become Members, I will do so in an ethical and lawful manner, and in compliance with this Agreement and applicable law. Thereafter, I will use best efforts to train, assist and support those I sponsor to do the same, and I will communicate and lead by example.
- 4. Representations:** I will make no representations about Herbalife's® products or business opportunity except in compliance with Herbalife's Rules and applicable law.
- 5. Conduct:** Herbalife is a family-oriented business that expects its Members to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty, moral turpitude, or violence to others.

**6. Non-Solicitation of Other Members While I am an Herbalife Member:** During the term of my Membership, neither I nor my spouse will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Member or any customer of Herbalife of whom my spouse or I became aware in the course of the Herbalife Membership, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and neither of us will encourage anyone to do what I have agreed we will not do.

**7. Intellectual Property and Confidential Information:**

- a. From time to time, I may receive personally identifiable information ("PII"), from Herbalife relating to my downline. I may not use this PII for any other purpose than to develop my Herbalife business relationship with my downline, unless I have received consent from the downline Member to use the PII for other purposes. I will abide by applicable data protection laws at all times, including international data transfer restrictions. I shall be responsible for the use that I make of the PII of my downline once Herbalife has transmitted it to me. I shall also hold the PII I receive from Herbalife on my downline Members at all times in strict confidence.
- b. I am hereby granted during the term of my Membership, a limited, revocable license to use Herbalife's trade name, logo, trademarks and certain intellectual property only if and to the extent expressly permitted under the terms of the Agreement or by Herbalife in writing.
- c. During the term of a Membership and thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Members or customers), and any other information of commercial value relating to other Members or customers, provided by Herbalife or that I or we developed or obtained while a Member, and neither I nor my spouse will use them, directly or indirectly, for any purpose other than the conduct of the Herbalife Membership.
- d. I authorize Herbalife to videotape and photograph me and I grant Herbalife a license to use my name, photograph, video images, personal story and information I provide to Herbalife, and likeness in Herbalife related promotional materials. I hereby waive all claims for payment for such use.

**ARBITRATION AGREEMENT FOR DISPUTES BETWEEN MEMBERS AND HERBALIFE**

This is the Arbitration Agreement incorporated into the Membership Application and Agreement. In the event that Herbalife and Member are not able to resolve any dispute in an amicable informal manner, Herbalife and Member each agree to resolve such disputes solely and exclusively by binding arbitration or in small claims court instead of in courts of general jurisdiction. Arbitration can be more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

**ANY ARBITRATION UNDER THIS AGREEMENT SHALL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ACTIONS AND CLASS ARBITRATIONS SHALL NOT BE PERMITTED.**

For any claim that does not exceed \$75,000, Herbalife will pay all arbitration fees so long as the arbitrator does not find that Member's claim is frivolous or filed for improper purpose. Moreover, in arbitration Member may be entitled to recover attorneys' fees from Herbalife to at least the same extent as Member would be in court. In addition, under certain circumstances (as explained below), Herbalife will pay Member more than the amount of the arbitrator's award and will pay Member's attorney (if any) twice his or her reasonable attorney's fees if the arbitrator awards Member an amount that is greater than what Herbalife had offered Member to settle the dispute prior to the issuance of the arbitrator's award.

Arbitration Agreement:

(1) Scope

Except as provided in paragraph (2) below, Herbalife and Member agree to arbitrate all disputes and claims between them. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to terminations, enforcement of Member Rules and Marketing Plan decisions;
- claims by Member against Herbalife or Herbalife against Member which arise out of or relate in any way to any dispute between Member and another Herbalife Member;
- claims arising out of or relating to any aspect of the relationship between Herbalife and Member, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

- claims that arose before this or any prior agreement between Herbalife and Member;
- claims that are the subject of purported class action litigation in which Member is not a member of a certified class; and
- claims that may arise before, after or as a direct or indirect result of the termination of Member's relationship with Herbalife.

**MEMBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, HERBALIFE AND MEMBER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement, the Member Agreement or any other agreement between Herbalife and Member.

References to "Herbalife," "Member," "they," "their" or "them" include Herbalife's and Member's respective subsidiaries, affiliates, officers, directors, agents, employees, predecessors in interest, heirs, successors and assigns.

(2) Exceptions

- (a) Notwithstanding the foregoing, Member may bring an individual action for monetary damages in small claims court. Member may not bring any other type of action against Herbalife in small claims court. Herbalife may only arbitrate claims against Member and may not bring any actions against Member in small claims court.
- (b) This arbitration agreement does not preclude Member from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against Herbalife on Member's behalf.

(3) Procedure

- (a) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Herbalife should be addressed to:

Office of the General Counsel  
Herbalife International of America, Inc.  
800 West Olympic Blvd., Suite 406  
Los Angeles, CA 90015

("Herbalife's Notice Address"). The Notice to Member shall be addressed to Member's mailing address as listed in Herbalife's records. ("Member's Notice Address"). The Notice shall (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Herbalife and Member do not reach an agreement to resolve the claim within 30 days after the Notice is received, Member or Herbalife may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Herbalife or Member shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Herbalife or Member is entitled. Member may download or copy a form Notice and a form to initiate arbitration at: [http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175)

- (b) After Herbalife receives notice at Herbalife's Notice Address that Member has commenced arbitration, it will promptly reimburse Member for Member's payment of the filing fee unless Member's claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider.) If Member states that Member is unable to pay this fee, Herbalife will pay it directly upon receiving a written request at its Notice Address.
- (c) The arbitration will be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator shall be bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator shall be bound by the terms of this Agreement.
- (d) Unless Herbalife and Member agree otherwise, any arbitration hearings will take place in the county (or parish) of Member's Notice Address. If Member's claim is for \$10,000 or less, Herbalife and Member agree that Member may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Member's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Herbalife will pay all



AAA filing, administration and arbitrator fees for an arbitration filed in accordance with the rules set forth above. If, however, the arbitrator finds that either the substance of Member's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, Member agrees to reimburse Herbalife for all monies previously disbursed by it that are otherwise Member's obligation to pay under the AAA Rules. In addition, if Member initiates an arbitration in which Member seeks more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.

#### (4) Awards and Attorneys' Fees

(a) If, after finding in Member's favor in any respect on the merits of Member's claim, the arbitrator issues Member an award that is greater than the value of Herbalife's last written settlement offer made before an arbitrator was selected, then Herbalife will:

- pay Member the amount of the award or \$10,000 ("the alternative payment") whichever is greater; and
- pay Member's attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Member's attorney reasonably accrues for investigating, preparing, and pursuing Member's claim in arbitration ("the attorney premium").

If Herbalife did not make a written offer to settle the dispute before an arbitrator was selected, Member and Member's attorney will be entitled to receive the alternative premium and the attorney premium, respectively, if the arbitrator awards Member any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative premium and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(b) The right to attorneys' fees and expenses discussed in paragraph (4) shall supplement any right to attorneys' fees and expenses Member may have under applicable law. Thus, if Member would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding Member that amount. However, Member may not recover duplicative awards of attorneys' fees or costs. Although under some laws Herbalife may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Herbalife agrees that it will not seek such an award.

(c) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**HERBALIFE AND MEMBER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN MEMBER'S OR HERBALIFE'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both Herbalife and Member agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(d) Except as required by any applicable law, rule or regulation, or by order or decree from any court of competent jurisdiction, any party involved in a claim or dispute under this arbitration provision shall not disclose to any other person not directly involved in the arbitration process anything having to do with the arbitration, including without limitation, (i) the substance of, or basis for, the claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery; or (iii) the terms or amount of any arbitration award. However, nothing in this provision shall preclude a party from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise in engaging in discovery. Herbalife and Member both agree that this confidentiality agreement applies to each of Herbalife's and Member's directors, officers, employees, clients, agents, advisors, and any other persons affiliated with Herbalife and Member in any way and that Herbalife and Member will take the steps necessary to make sure that all such persons or entities know about this confidentiality provision.

## **D. Electronic Disclosures**

### **1. CONSENT TO ELECTRONIC DISCLOSURES**

I agree that all documents, including but not limited to, this Agreement, as well as all notices, disclosures and records (collectively, "Disclosures") relating to my account with Herbalife may be sent to me electronically at the email address indicated by me in the account registration form or by viewing the Disclosures on Herbalife's website. Alternatively, Herbalife may provide me with Disclosures via fax or in the mail.

### **2. WITHDRAWAL OF CONSENT TO ELECTRONIC DISCLOSURES**

I may withdraw my consent to electronic Disclosures in the future at any time without charge. To withdraw my consent, I may fax Herbalife at 310-258-7012 or write Herbalife at P.O. Box 80210, Los Angeles, CA 90080-0210 and indicate my wish to receive all future communications in writing. Herbalife will send me a confirming notice once it has processed my change request.

### **3. TECHNICAL REQUIREMENTS FOR ELECTRONIC DISCLOSURES**

To access Disclosures electronically and print copies of these Disclosures for my records, I must have Internet access, as well as access to a printer. I agree that I have access to the Internet and a printer or the ability to make hard copies of my information and records (the "Hardware").

Herbalife uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Membership Application, you must have the hardware and/or software to support 128-bit encryption.

Please make a copy of this Agreement, including the Online Membership Application and Agreement for your records. I may also save an electronic copy of this document to my hard drive. I may also obtain a copy of the foregoing from [MyHerbalife.com](http://MyHerbalife.com) by accessing My Office / My Profile from the drop-down menu, and clicking on View / Print My Application.

### **4. CONTACT INFORMATION**

I agree to promptly notify Herbalife of any changes in my address information by faxing Herbalife at 310-258-7012, by writing to P.O. Box 80210, Los Angeles, CA 90080-0210, or by accessing one of Herbalife's websites and changing my personal information.

**Notice of Cancellation**

**FEDERAL AND STATE LAW:** Regulations require that we print the following Notice of Cancellation. The Herbalife Refund Policy provides you greater protection than the law requires.

Date of Transaction: \_\_\_\_/\_\_\_\_/\_\_\_\_

You may **CANCEL** this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed copy of this Cancellation Notice or any other written notice, or send a telegram to:

Herbalife International of America, Inc.  
P.O. Box 80210  
Los Angeles, CA 90080-0210

**NOT LATER THAN MIDNIGHT OF:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Date: 3 days after date of order)

**I HEREBY CANCEL THIS TRANSACTION:**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

-----  
Buyer's Signature

# Exhibit E

NUMERO DE IDENTIFICACION  
**09917470**  
El numero que aparece arriba será su Numero de ID Herbalife una vez que su solicitud haya sido aceptada

Dpto. de Pedidos/Dpto. de Relaciones al Distribuidor  
Tel (866) 866-4744

**SOLICITUD DE DISTRIBUCION INTERNACIONAL**

La solicitud debe ser llenada correctamente y en su totalidad para poder ser considerada por Herbalife International

**DATOS DEL SOLICITANTE**

Apellido / Last Name: **VAZQUEZ** Nombre / First Name: **IZAZAR** Inicial del 2º Nombre / Middle Initial: **D**

Domicilio (Apartado Postal/Domicilio Rural) SI indica apartado postal aquí, favor de proporcionar Domicilio Legal/Fiscal en la parte de abajo / Address: [Redacted]

Ciudad / City: [Redacted] Estado / State: **FL** Código Postal / Zip Code: [Redacted]

Código de País/Cntry Cd: [Redacted] Código de Área / Area Code: [Redacted] Teléfono de Día / Day Ph: [Redacted] Código de Área / Area Code: [Redacted] Teléfono de Noche / Eve. Ph: [Redacted] Código de Área / Area Code: [Redacted] FAX / FAX: [Redacted]

¿Cuál es su idioma preferido para ciertas comunicaciones cuando estén disponibles? Inglés / English:  Español / Spanish:

Código de Área / Area Cd: [Redacted] Teléfono Celular / Cell Phone: [Redacted]

Dirección de Correo Electrónico (si aplica) / E-mail Address: [Redacted]

Fecha de Nacimiento/D O B (mes - escrito/mth) (día / dy) (año / yr) (edad / age): [Redacted] No. de Seguro Social del Cónyuge / Spouse's Social Security Number: [Redacted]

Apellido del Cónyuge / Spouse's Last Name: [Redacted] Nombre / First Name: [Redacted] Inicial del 2º Nombre / Middle Initial: [Redacted]

c/o - Nombre opcional de quien recibe su correspondencia (si aplica) Si es contestado, proporcione Domicilio Legal/Fiscal abajo  
c/o - In care of name (if applicable) If completed, Legal/Fiscal Residence Address must be completed below

**DOMICILIO LEGAL/FISCAL (SI ES DIFERENTE AL DE ARRIBA)**

Domicilio/Street Address (no puede ser un apartado postal) (cannot be a P O Box): [Redacted]

Ciudad/City: [Redacted] Estado/Stata: [Redacted] Código Postal/ZIP Code: [Redacted]

País/Country: [Redacted] Código de País/Country Cd: [Redacted] Código de Área/Area Cd: [Redacted] Numero de Teléfono/Phone Number: [Redacted]

**INFORMACIÓN DEL PATROCINADOR**

Nombre del Patrocinador (use letra de molde): **SILVIA DE FORNARI**

Teléfono: [Redacted]

No de Identificación Herbalife del Patrocinador: **09578277**

**INFORMACIÓN DEL SUPERVISOR**

Nombre del Supervisor (use letra de molde): **SILVIA DE FORNARI**

Teléfono: [Redacted]

No de Identificación Herbalife del Supervisor: **09578277**

**ACUERDO DE DISTRIBUCIÓN**

1 Solicito convertirme en Distribuidor Independiente de los productos Herbalife segun los términos y condiciones manifestados abajo y al reverso de este formulario así como en los documentos que se incorporan expresamente a este Acuerdo de Distribución. No me convertiré en Distribuidor sino hasta que mi Distribución quede registrada en los archivos correspondientes de Herbalife en Los Angeles, California y a la sola y absoluta discreción de esta empresa. Solo entonces se me otorga una licencia provisional para comprar y vender productos Herbalife.

2 En caso de que con anterioridad mi cónyuge o yo hayamos sido propietarios de, o colaboradores en una Distribución Herbalife, llenaré lo siguiente ID de la Distribución/Nombre/Fecha de Solicitud: [Redacted] Reconozco que las Normas de Conducta y Políticas de Distribución exigen un periodo de inactividad de un año posterior a (a) el cese de pago de la cuota anual de Procesamiento o (b) de haber renunciado a cualquier Distribución anterior y represento y garantizo ante Herbalife que dicho periodo ha transcurrido.

3 Por medio de este documento represento garantizo y acuerdo que yo

A He recibido y revisado meticulosamente el contenido de un Paquete de Negocio Internacional Herbalife ("IBP") o Mini IBP que no había sido abierto previamente. El Mini IBP es el paquete básico que contiene únicamente materiales de información, formularios y paquetes con muestras de productos. El IBP incluye productos Herbalife además de los materiales y formularios del Mini IBP.

B No estoy contando con ninguna representación en cuanto a los resultados financieros que pudiera lograr.

C Estoy consciente de que la única compra necesaria para convertirme en, triunfar o avanzar como Distribuidor Independiente Herbalife es el Mini IBP.

D He recibido y revisado la Declaración del Monto Promedio de Compensación para Supervisores en EE UU así como la Declaración de Políticas sobre Métodos de Negocios, ambos contenidos en el Mini IBP y en el IBP, los cuales están disponibles en [MyHerbalife.com](http://MyHerbalife.com) o pueden solicitarse a mi Patrocinador o al Departamento de Relaciones al Distribuidor.

4 **ACUERDO DE RESOLVER TODA DISPUTA CON MEDIACION Y DESPUÉS, ARBITRAJE** Herbalife y yo acordamos en que cualquier Reclamación o disputa surgida de o relacionada con mi Distribución (incluyendo sin limites mis derechos, obligaciones y relaciones con Herbalife, (incluyendo aquellas con cualquiera de sus afiliadas corporativas o cualquiera de sus funcionarios, directores o empleados respectivos), y/o con otros Distribuidores (la "Reclamación") se resolverá exclusivamente de la siguiente manera: a) primero intentaré de buena fe resolver la Reclamación con negociaciones de buena fe; b) si tales negociaciones son infructuosas intentaré en buena fe resolver la Reclamación con mediación administrada en Los Angeles, California por la American Arbitration Association (AAA) (c) y por ultimo, si tal mediación es infructuosa, Herbalife y yo podremos demandar como unico y exclusivo medio y foro para resolver la Reclamación el arbitraje obligatorio de la AAA en Los Angeles, California. Este Acuerdo de mediación, luego arbitraje se hace en una transacción que implica comercio interestatal. La Federal Arbitration Act (FAA) y hasta donde no resulten contrarias, las Reglas del Arbitraje y Procedimientos Comerciales de la Mediación ("Reglas AAA"), como existan tales reglas el momento de que se formalice este Acuerdo, gobernarán la interpretación, aplicación y los procedimientos relativos a este párrafo, salvo como lo prevean de otro modo las disposiciones de resolución de disputas de las Normas de Conducta y Políticas de Distribución Herbalife, segun se enmiendan de vez en cuando. Herbalife y yo acordamos en que ninguna Reclamación se adjudicará, en arbitraje o ningún otro procedimiento judicial como acción colectiva, y que ningún arbitraje u otro procedimiento realizado segun este Acuerdo permitirá demandas colectivas ni la consolidación o asociación de reclamaciones o partes. El arbitraje de toda Reclamación se registrá por las disposiciones de exhibición y de sentencia sumaria del Reglamento Federal de Procedimientos Civiles (Reglas 26 a 37 y 56) y el Reglamento Federal de Evidencia será aplicable a todas las presentaciones de pruebas siempre y cuando sin embargo, que la exhibición se limite a cuestiones directamente relevantes a los asuntos del arbitraje. No obstante lo anterior, Herbalife y yo conservamos el derecho de iniciar acciones uno contra otro, por consideraciones monetarias únicamente, en cualquier tribunal de reclamaciones menores de jurisdicción competente.

(Consulte más términos y condiciones al dorso de este formulario)

Firma del Solicitante: **Izazar Vazquez**  
(Por el presente acuerdo cumplir los términos que aparecen arriba y al dorso de este formulario)

Firmado en: **MIAMI - FLORIDA** Mes, Día Año: **JUNIO 14 2008**

5. El Paquete Internacional de Negocio Herbalife ("IBP") contiene (entre otras cosas) las Normas de Conducta y Políticas de Distribución, el Plan de Ventas y Mercadeo procedimientos de Pedidos y Ejemplos de Formularios Estos documentos y demas Normas y políticas publicados anteriormente o en el futuro por Herbalife, junto con las modificaciones y enmiendas que les haga Herbalife de vez en cuando a su entera discreción (colectivamente, las "Normas"), están incorporados en el presente Acuerdo de Distribución (cada uno de ellos en su forma mas recientemente publicada)
- 6 El plazo de mi Distribución será anual, renovable año tras año En adelante estará sujeto a los procedimientos, requisitos y cuotas de procesamiento que Herbalife determine a su entera discreción Podré cancelar la Distribución en cualquier momento notificando mi deseo de hacerlo por escrito a Herbalife Después de la terminación de mi Distribución tengo el derecho de revender a Herbalife los productos comprados que estén sin usar y que puedan volverse a vender, así como las porciones sin usar que puedan venderse del IBP, sujeto a las limitaciones, términos y condiciones manifestados en las Normas
- 7 Herbalife podrá rescindir mi Distribución si determina que he infringido este Acuerdo (incluyendo sin limites las Normas y las leyes pertinentes) Podrá suspender o emprender alguna otra acción con respecto a mi Distribución a su sola y entera discreción, sujeta únicamente a las limitaciones manifestadas explícitamente en las Normas
- 8 Como Distribuidor Independiente Herbalife
- Hare mi mejor esfuerzo por promover la venta de productos Herbalife a consumidores de una manera que favorezca la reputación de Herbalife Mi éxito provendrá únicamente de mis ventas de productos Herbalife para consumo, y las ventas realizadas por las personas que yo haya patrocinado directa o indirectamente
  - No llevaré a cabo ninguna práctica engañosa, injusta o ilegal Indemnizaré defenderé y libraré de responsabilidad a Herbalife de cualquier costo o responsabilidad relativos a cualquier infracción de este Acuerdo o infracción de las leyes pertinentes A fin de cubrir esta indemnización, Herbalife podrá compensar razonablemente contra montos que de otro modo me serian pagaderos
  - Realizare mis actividades comerciales Herbalife como contratista independiente autoempleado (determinaré mi propio horario y objetivos, seré responsable de mis propios gastos y cualesquiera impuestos aplicables, incluyendo impuestos por autoempleo), no como empleado, agente, tenedor de franquicia o valores, fiduciario de co-inversión o beneficiario de Herbalife o ningun otro Distribuidor No seré empleado de Herbalife para efectos de impuestos federales, o ningun otro impuesto o efecto, y no afirmaré posición contraria
  - Si patrocino a otros para ser Distribuidores, lo hare en forma ética y legal En adelante continuaré la venta y promoción de venta de productos Herbalife para consumo Emplearé mis mejores esfuerzos para capacitar, ayudar y apoyar a quienes patrocine a hacer lo mismo Comunicaré y dirigiré con el ejemplo No haré representaciones sobre los productos u oportunidad de ingresos Herbalife, salvo en cumplimiento con las Normas Herbalife y las leyes pertinentes No podré pedir productos fundamentalmente para calificar para ganar compensación, sino para mi propio consumo y en las cantidades que juzgue razonables para servir a mis clientes
  - Herbalife recopila cierta información de identidad personal sobre sus Distribuidores Lo hace en cumplimiento con sus obligaciones referentes a su relación con el Distribuidor, y a fin de brindar a sus Distribuidores los productos y servicios que soliciten Entiendo que mi información podrá emplearse para enviarme materiales sobre productos y servicios de Herbalife, u otra información comercial incluyendo los productos de los socios comerciales de Herbalife
- 9 Durante la vigencia de mi Distribución
- Y en adelante durante el tiempo que tengan un valor económico, mi cónyuge y yo mantendremos en confidencia y en confianza para beneficio exclusivo de Herbalife cualesquiera secretos comerciales fórmulas, planes de negocio, o información de Negocios confidencial y propiedad de Herbalife (incluyendo sin limites, genealogias y otras compilaciones de identidad, así como otros datos relativos a otros Distribuidores o clientes), así como cualquier otra información de valor comercial relativa a otros Distribuidores o clientes que me brinde Herbalife, o que yo mismo desarrolle u obtenga como Distribuidor No utilizaré dichas informaciones directa o indirectamente para otro efecto que no sean las actividades de mi Distribución
  - Durante un (1) año en adelante, ni mi cónyuge ni yo, solicitaremos, promoveremos patrocinaremos ni reclutaremos en forma directa o indirecta (a través de, o por medio de persona, entidad o artificio alguno), a ningun Distribuidor o cliente de Herbalife a quien yo haya conocido en el transcurso de mi Distribución Herbalife para que se una, promueva, venda o compre los productos, o participe (como vendedor o en otro caracter) con cualquier compañía de mercadeo multinivel o de ventas directas Tampoco alentaré a nadie a hacer lo que he acordado no hacer
  - Posteriormente y a perpetuidad utilizaré el nombre comercial, logo, marcas comerciales y propiedad intelectual de Herbalife únicamente cuando, y hasta donde lo permita expresamente por escrito Herbalife
- 10 No podra cederse o transferirse voluntaria o involuntariamente esta Distribución ni interés alguno en la misma, salvo como lo prevén las Normas, y en ese caso únicamente con el consentimiento previo escrito de Herbalife, otorgado (de ser así en los terminos y condiciones especificados por Herbalife) o negado por la compañía a su sola y absoluta discreción
- 11 Herbalife es un negocio orientado a la familia y espera que sus Distribuidores se conduzcan con la mayor ética e integridad Acuerdo en proceder así Represento y garantizo que no se me ha acusado de un crimen de deshonestidad o violencia a terceros
- 12 ESTATUTO PRIVADO DE LIMITACIONES Y OPCION DE LEY Pese a cualquier ley, doctrina o autoridad equivalente toda Reclamación (como se define en el Párrafo 4 anterior) se presentará dentro de un (1) año a partir de la fecha en que la persona o entidad reclamante supo por primera vez que existía, o que por medio de diligencia razonable debió haber sabido que existía la Reclamación Para efectos de determinar su aplicabilidad, y además para determinar el alcance permisible de cualquier Reclamación, el Acuerdo estará regido y se interpretará de acuerdo con la Federal Arbitration Act Asimismo, de otro modo estará regido por, y se interpretará de acuerdo con, las leyes del Estado de California sin la aplicación de los principios de conflicto legal, sin importar si la Reclamación se adjudica segun el proceso de solución de disputas en este Acuerdo o en un tribunal
- 13 DISPOSICIONES LEGALES DIVERSAS
- Ni Herbalife ni yo seremos responsables de cualesquiera daños incidentales o consecuenciales provocados por la infracción, rescisión o suspensión de este Acuerdo, independientemente de que alguna de las partes sepa de la posibilidad de dichos daños No se otorgarán daños punitivos ni ejemplares contra ninguna de ambas partes en cualquier disputa mutua salvo como lo autoricen explícitamente los estatutos de California
  - Este Acuerdo (incluyendo los documentos aquí incorporados en su forma publicada a la fecha) constituye todo el Acuerdo entre Herbalife y yo
  - En el caso de que por cualquier motivo un tribunal de jurisdicción competente o un mediador descubre que cualquiera o más de las disposiciones aqui contenidas resulta inválida ilegal o no aplicable en cualquier aspecto, dicha disposición inválida, ilegal, o inaplicable quedará sin efecto, pero de ninguna manera invalidará o afectará de otro modo a ninguna otra disposición Sin embargo si cualquier porción del Párrafo 4 anterior relativa al arbitraje se revela como inválida, ilegal o inaplicable, entonces cualquiera de las partes o Herbalife tendrán el derecho pero no la obligación, de exigir que la Reclamación se resuelva exclusivamente en un proceso judicial ya sea en el Tribunal Superior o en la Corte de Distrito de los Estados Unidos, ambos ubicados en el Condado de Los Angeles, California, en lugar de por medio de arbitraje
  - Este Acuerdo será obligatorio y efectivo a beneficio de las partes sus herederos y sucesores en interes permitidos



HERBALIFE INTERNATIONAL OF AMERICA, INC.  
P.O. Box 80210  
Los Angeles, California 90080-0210  
Tel: (310) 410-9600

Sales Order Department /Distributor Relations  
Tel: (866) 866-4744

**APPLICATION FOR INTERNATIONAL DISTRIBUTORSHIP**

Application must be completed accurately and in its entirety in order to be considered by Herbalife International

IDENTIFICATION NUMBER

The number above is your Herbalife ID Number once your Application is accepted.

**APPLICANT INFORMATION**

Grid for Applicant Information including Last Name, First Name, Middle Initial, Street Address, City, State, ZIP Code, Country Code, Area Code, Day Phone, Area Code, Evening Phone, Area Code, FAX, Area Code, Mobile Phone, E-mail Address, Date of Birth, Applicant's U.S. Social Security Number, Spouse's Social Security Number, Spouse's Last Name, First Name, Middle Initial.

What is your preferred language for certain communications when available?: English  Spanish

**LEGAL/FISCAL RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE)**

Grid for Legal/Fiscal Residence Address including Street Address, City, State, ZIP Code, Country Code, Area Code, Phone Number.

**SPONSOR'S INFORMATION**

Form for Sponsor's Information including Sponsor's Name (print), Phone, Sponsor's Herbalife ID Number.

**SUPERVISOR'S INFORMATION**

Form for Supervisor's Information including Supervisor's Name (print), Phone, Supervisor's Herbalife ID Number.

**AGREEMENT OF DISTRIBUTORSHIP**

1. I apply to become an independent Distributor of Herbalife products on the terms and conditions set forth below and on the back of this form... 2. If my spouse or I have previously owned or assisted in an Herbalife Distributorship, I will fill out the following: 3. I hereby represent, warrant and agree that I: a. Have received and have reviewed thoroughly the contents of a previously unopened Herbalife International Business Pack ("IBP") or Mini IBP... 4. AGREEMENT TO MEDIATE, THEN ARBITRATE ALL DISPUTES. Herbalife and I agree that any claim or dispute arising out of or related to my Distributorship...

Applicant's Signature: \_\_\_\_\_ I hereby agree to be bound by the terms set forth above and on the back of this form. Signed at \_\_\_\_\_ on \_\_\_\_\_ Month, Day \_\_\_\_\_ Year \_\_\_\_\_

**AGREEMENT OF DISTRIBUTORSHIP (CONTINUED)**

5. The Herbalife International Business Pack ("IBP"), contains (among other things) the Rules of Conduct and Distributor Policies, the Sales and Marketing Plan, Ordering Procedures and Sample Forms. Those documents and such other rules and policies as Herbalife has published, or in the future may publish, together with such modifications and amendments as Herbalife shall make from time to time in its sole and absolute discretion (collectively, the "Rules"), are each hereby incorporated into this Agreement of Distributorship (each in its then most recently published form).
6. The term of my Distributorship will be annual, renewable from year to year thereafter, subject to procedures, requirements and processing fees as Herbalife shall determine in its sole and absolute discretion. I may cancel the Distributorship at any time by notifying Herbalife in writing that I wish to do so. Following termination of my Distributorship, I have the right to resell to Herbalife unused and resalable products purchased from Herbalife and unused and resalable portions of the IBP, subject to the limitations, terms and conditions set forth in the Rules.
7. Herbalife may terminate my Distributorship if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my Distributorship, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules.
8. As an Herbalife independent Distributor:
  - a. I will use my best efforts to promote the sale of Herbalife products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from my sales of Herbalife product for consumption and those of persons I have sponsored, directly or indirectly.
  - b. I will not engage in any deceptive, unfair or illegal practice. I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to any breach of this Agreement or violation of applicable law. Herbalife may offset against amounts which would otherwise be due me reasonable amounts to cover such indemnity.
  - c. I will conduct my Herbalife business as a self-employed independent contractor (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes—including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Distributor. I will not be an employee of Herbalife for Federal tax purposes or any other tax or other purpose, and will assert no position to the contrary.
  - d. If I sponsor others to become Distributors, I will do so in an ethical and lawful manner, and I will thereafter continue to sell and promote the sale of Herbalife products for consumption, will use my best efforts to train, assist and support those I sponsor to do the same and will communicate and lead by example. I will make no representations about Herbalife's products or income opportunity except in compliance with Herbalife's Rules and applicable law. I may not order product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
  - e. Herbalife collects certain personal identifiable information about its Distributors. It does so to fulfill its obligations under the Distributor relationship and to provide its Distributors with the products and services requested. I understand my information may be used to send me materials about Herbalife products and services, or other commercial information, including information on products of Herbalife's business partners.
9. During the term of my Distributorship:
  - a. And, thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Distributors or customers), and any other information of commercial value relating to other Distributors or customers, provided by Herbalife or which I develop or obtain while a Distributor, and I will not use them, directly or indirectly, for any purpose other than the conduct of my Herbalife Distributorship.
  - b. And, for one (1) year thereafter, neither my spouse nor I will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Distributor or any customer of Herbalife of whom I became aware in the course of my Herbalife Distributorship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and I will not encourage anyone to do what I have agreed not to do.
  - c. And, in perpetuity thereafter, I will use Herbalife's trade name, logo, trademarks and intellectual property only if and to the extent expressly permitted by Herbalife in writing.
10. Neither this Distributorship nor any interest therein may be assigned or transferred, voluntarily or involuntarily, except as provided in the Rules and then only with the prior written consent of Herbalife, given (and if so, on such terms and conditions specified by Herbalife) or withheld by Herbalife in its sole and absolute discretion.
11. Herbalife is a family oriented business that expects its Distributors to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty or violence to others.
12. PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW. Despite any law or equitable doctrine or authority, any Claim (as defined in Paragraph 4), above shall be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. For purposes of determining enforceability, and further determining what is the permissible scope of any Claim, this Agreement shall be governed and construed in accordance with the Federal Arbitration Act and shall otherwise be governed by and construed in accordance with the domestic law of the State of California without the application of conflict of law principles. Regardless of whether the Claim is adjudicated pursuant to the dispute resolution process in this Agreement or in a court of law.
13. MISCELLANEOUS LEGAL PROVISIONS:
  - a. Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly authorized by California statute.
  - b. This Agreement (including documents incorporated herein, in their then published form) constitutes the entire Agreement between Herbalife and me.
  - c. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision. However, if any portion of Paragraph 4 above relating to arbitration is found to be invalid, illegal or unenforceable, then either Party or Herbalife shall have the right, but not the obligation, to require that a Claim be resolved exclusively in a judicial proceeding in either the Superior Court or the United States District Court, both located in the County of Los Angeles, California, rather than through arbitration.
  - d. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.



# Exhibit F



HERBALIFE INTERNATIONAL OF AMERICA, INC.  
 P.O. Box 80210  
 Los Angeles, California 90080-0210  
 Tel: (310) 410-9600

Dpto. de Pedidos/Dpto. de Relaciones al Distribuidor  
 Tel: (866) 866-4744  
 Usuarios TTY: (800) 503-6180



NÚMERO DE IDENTIFICACIÓN  
**09Y0288475**  
 El número que aparece arriba será su Número de ID Herbalife una vez que su Solicitud haya sido aceptada

**SOLICITUD DE DISTRIBUCIÓN INTERNACIONAL**  
 La solicitud debe ser llenada correctamente y en su totalidad para poder ser considerada por Herbalife International of America, Inc.

**DATOS DEL SOLICITANTE**

**Valdez** **Izaar**  
 Apellido Nombre Inicial del 2º Nombre

██████████ ██████████

Domicilio (Apartado Postal/Domicilio Rural) Si indica apartado postal aquí favor de proporcionar Domicilio Legal / Fiscal en la parte de abajo.

██████████ **NJ** ██████████  
 Ciudad Estado Código Postal

██████████ ██████████ ██████████  
 Código de País/ Código de Area / Teléfono de Día Código de Area / Teléfono de Noche Código de Area / FAX

██████████  
 Código de Area / Teléfono Celular ¿Cuál es su idioma preferido para ciertas comunicaciones cuando estén disponibles? Inglés  Español

██████████  
 Dirección de Correo Electrónico (si aplica) / Su dirección de correo electrónico debe ser única y no debe compartirse con otro Distribuidor. Al proporcionar su dirección de correo electrónico, usted otorga permiso para recibir comunicaciones por correo electrónico de Herbalife.

██████████ ██████████ ██████████  
 Fecha de Nacimiento (mes - escrito) (día) (año)

Número de Seguro Social del Solicitante o Número Individual de Identificación de Impuesto  
 Número de Seguro Social del Cónyuge o Número Individual de Identificación de Impuesto

Apellido del Cónyuge Nombre Inicial del 2º Nombre

c/o - Nombre opcional de quien recibe su correspondencia (si aplica). Si es completado, proporcione Domicilio Legal/Fiscal abajo.

**DOMICILIO LEGAL/FISCAL (SI ES DIFERENTE AL DE ARRIBA)**

██████████ ██████████  
 Domicilio (no puede ser un apartado postal)

██████████ **NJ** ██████████  
 Ciudad Estado Código Postal

**US**  
 País Código de País / Código de Area / Número de Teléfono

**Información del Patrocinador**

**Felix Valdez**  
 Nombre del Patrocinador

\_\_\_\_\_  
 Teléfono

**09682232**  
 No. de Identificación Herbalife del Patrocinador

**Información del Supervisor**

**Felix Valdez**  
 Nombre del Supervisor

\_\_\_\_\_  
 Teléfono

**09682232**  
 No. de Identificación Herbalife del Supervisor

**AVISO PARA EL SOLICITANTE Y EL PATROCINADOR**

**ES OBLIGATORIO COMPLETAR ESTA SECCIÓN** ¿ Ha sido usted o su cónyuge anteriormente Distribuidor de Herbalife, o han participado en alguna Distribución de Herbalife? Si  No

\_\_\_\_\_  
 No. de la Distribución Apellido Nombre (mes) (día) (año) Fecha de Solicitud (mes) (día) (año) Fecha de la última actividad en conexión con dicha Distribución

**SOLICITANTE:** Al hacer clic en "acepto" reconozco que he revisado y entiendo el Acuerdo de Distribución Términos Y Condiciones que siguen y convengo cumplir con ellos.

Firma del Solicitante **Izaar Valdez** **3 22 2013**  
 Por el presente convengo cumplir los términos que aparecen arriba y al dorso de este formulario. (mes) (día) (año)

## ACUERDO DE DISTRIBUCIÓN TÉRMINOS Y CONDICIONES

1. Solicito convertirme en Distribuidor Independiente de los productos Herbalife según los términos y condiciones que siguen, así como en los documentos que se incorporan expresamente a este Acuerdo de Distribución. No me convertiré en Distribuidor sino hasta que esta Solicitud de Distribución sea aceptada, a la sola y absoluta discreción de Herbalife, por medio de su ingreso en los archivos de la Oficina Matriz de Herbalife en Los Ángeles, California. Mientras tanto se me otorga una licencia provisional para comprar y vender productos Herbalife.
2. Reconozco que si mi cónyuge o yo hemos sido propietarios de, o colaboradores en una Distribución Herbalife y ahora deseo firmar una nueva Solicitud bajo un nuevo Patrocinador, las Normas de Conducta y Políticas de Distribución exigen un período de inactividad de un (1) año posterior a:

(a) el cese de pago de la Cuota Anual de Procesamiento o

(b) haber renunciado a cualquier Distribución anterior, y represento y garantizo ante Herbalife que dicho período ha transcurrido.

También reconozco que mi cónyuge y yo no podemos operar ninguna otra Distribución Herbalife que no sea ésta que estamos solicitando. Dejar de observar el período de inactividad podría ocasionar la reactivación de la Distribución anterior y/o la ampliación del período de espera requerido para tener derecho a firmar una Solicitud con un Patrocinador nuevo.

Adicionalmente, cualquier Solicitud procesada antes de que concluya el período de espera podrá considerarse como una Distribución inválida. La medida correctiva que se aplica para proteger las líneas de patrocinio puede causar significativos ajustes en el linaje, ajustes monetarios o multas, así como la rescisión de la Distribución inválida; todo lo anterior a la sola y absoluta discreción de Herbalife.

3. Una vez que reciba el Paquete de Negocio Internacional Herbalife ("IBP") Mini o Completo, yo revisaré meticulosamente el contenido del Paquete que no había sido abierto previamente.

El Mini IBP es el paquete básico que contiene únicamente materiales de información, formularios, y paquetes con muestras de productos. El IBP incluye productos Herbalife además de los materiales y formularios en el Mini IBP. Incluido dentro de estos materiales y en [www.MiHerbalife.com](http://www.MiHerbalife.com) la lista de precios sugeridos para productos de venta al por menor. La Compañía proporciona materiales de capacitación gratuita sobre mercadeo y publicidad en estos materiales y en este sitio web (@ Herramientas y Capacitación).

4. No estoy basándome en ninguna representación en cuanto a los resultados financieros que yo pudiera lograr.
5. Estoy consciente de que la única compra necesaria para convertirme en, triunfar o avanzar como Distribuidor Independiente Herbalife es el Mini IBP. Las compras de productos son opcionales, al igual que la compra de cualesquiera ayudas de venta. Estoy consciente de que las disposiciones de reembolso y recompra aplicables a los productos o ayudas de venta que yo compre a Herbalife están descritas en los materiales incluidos en el IBP y Mini IBP y disponibles en [www.MiHerbalife.com](http://www.MiHerbalife.com). Entiendo que Herbalife no vende, endosa ni recomienda ninguna ayuda de ventas y por lo tanto no tiene responsabilidad alguna si yo opto por comprar dichas ayudas.
6. Aun cuando una Distribución no constituye un empleo, confirmo que estoy autorizado para trabajar en Estados Unidos.
7. Revisaré la Declaración de Compensación Bruta Promedio de los Supervisores en EUA, así como la Declaración de Política Corporativa para Métodos Comerciales, ambos contenidos en el Mini IBP y en el IBP regular, los cuales están disponibles en [www.MiHerbalife.com](http://www.MiHerbalife.com) o pueden solicitarse a mi Patrocinador o al Departamento de Relaciones al Distribuidor. Reconozco que estas cantidades son ingresos brutos, no netos.
8. El Paquete de Negocio Internacional Herbalife ("IBP") y Mini IBP contiene (entre otras cosas) las Normas de Conducta y Políticas de Distribución, el Plan de Ventas y Mercadeo, procedimientos de Pedidos y Ejemplos de Formularios. Estos documentos y demás Normas y políticas publicados anteriormente o en el futuro por Herbalife, junto con las modificaciones y enmiendas que les haga Herbalife de vez en cuando a su sola y absoluta discreción (colectivamente, las "Normas"), están incorporados en el presente Acuerdo de Distribución (cada uno de ellos en su forma más recientemente publicada).

9. El plazo de mi Distribución será indefinido. En adelante estará sujeto a los procedimientos, requisitos y cuotas de procesamiento que Herbalife determine a su entera discreción. Podré cancelar la Distribución en cualquier momento notificando mi deseo de hacerlo por escrito a Herbalife. Después de la terminación de mi Distribución por mí o por la Compañía, tengo el derecho de revender a Herbalife los productos comprados que estén sin usar y que puedan volverse a vender, sujeto a las limitaciones, términos y condiciones manifestados en las Normas, bajo el encabezado "Recompra de Inventario." Si cancelo mi Distribución y devuelvo el Mini IBP o IBP a la Compañía en el lapso de los 90 días siguientes a la fecha en que la Compañía reciba el pago por el Mini IBP o IBP, se me reembolsará el precio neto que yo haya pagado por los materiales devueltos.
10. Herbalife podrá rescindir mi Distribución si determina que he violado este Acuerdo (incluyendo sin límites las Normas y las leyes pertinentes). Podrá suspender o emprender alguna otra acción con respecto a mi Distribución a su sola y absoluta discreción, sujeta únicamente a las limitaciones manifestadas explícitamente en las Normas.
11. Como Distribuidor Independiente Herbalife:
  - a. Haré mi mejor esfuerzo por promover la venta de productos Herbalife a consumidores de una manera que favorezca la reputación de Herbalife. Mi éxito provendrá únicamente de mis ventas de productos Herbalife para consumo, y las ventas de las personas que yo haya patrocinado directa o indirectamente.
  - b. No llevaré a cabo ninguna práctica engañosa, injusta o ilegal. Debo cumplir con todas las leyes y reglamentos locales, estatales y federales aplicables al negocio Herbalife. Tampoco participaré en práctica o actividad alguna que pudiese desacreditar o dañar la imagen o reputación de Herbalife. Esto aplica no solamente a las leyes del lugar donde vivo, sino también a las de cualquier país donde yo tenga negocios aprovechando el Patrocinio Internacional de Herbalife. Indemnizaré, defenderé y libraré de responsabilidad a Herbalife de cualquier costo o responsabilidad relativos a cualquier infracción de este Acuerdo o violación de las leyes aplicables. A fin de cubrir esta indemnización, Herbalife podrá compensarse razonablemente contra montos que de otro modo me serían pagaderos.
  - c. Cumpliré con las Normas de Conducta y Políticas de Distribución publicadas en los países donde yo tenga actividades.
  - d. Realizaré mis actividades comerciales Herbalife como contratista independiente autoempleado (determinaré mi propio horario y objetivos, seré responsable de mis propios gastos y cualesquiera impuestos aplicables, incluyendo impuestos por autoempleo), no como empleado, agente, tenedor de franquicia o valores, fiduciario de co-inversión o beneficiario de Herbalife o ningún otro Distribuidor. No seré empleado de Herbalife en relación con tales servicios para efectos de impuestos Federales o Estatales, o cualquier otro propósito, y no afirmaré posición contraria alguna.
  - e. Si patrocino a otros para ser Distribuidores, lo haré en forma ética y legal. En adelante continuaré la venta y promoción de venta de productos Herbalife para consumo. Emplearé mis mejores esfuerzos para capacitar, ayudar y apoyar a quienes patrocine a hacer lo mismo. Comunicaré y dirigiré con el ejemplo. No haré representaciones sobre los productos u oportunidad de ingresos Herbalife, salvo en cumplimiento con las Normas Herbalife y las leyes aplicables. No podré pedir productos fundamentalmente para calificar para ganar compensación, sino para mi propio consumo y en las cantidades que juzgue razonables para servir a mis clientes.
  - f. Herbalife International of America, Inc., P.O. Box 80210 Los Ángeles, CA, 90080-0210, reúne cierta información personal identificable sobre sus Distribuidores con el fin de cumplir con sus obligaciones relativas a la relación con el Distribuidor y para proporcionarle a éste los productos y servicios solicitados. Entiendo que mi información puede ser usada para enviarme materiales sobre productos y servicios de Herbalife, u otra información comercial, incluso información de productos de socios de negocio de Herbalife.

De vez en cuando, usted podrá recibir de Herbalife información de identificación personal (IIP) relativa a su línea descendente. Usted no debe usar esta IIP para ningún otro propósito que el de desarrollar la relación de negocio con su línea descendente; a menos que usted haya recibido permiso del Distribuidor de línea descendente para utilizar el IIP para otros propósitos. Usted debe acatar las leyes de protección de datos en todo momento, incluyendo las restricciones internacionales de transferencia de datos. Usted es responsable del uso que haga del IIP de su línea descendente, una vez que Herbalife le ha transmitido dichos datos a usted. Además en todo momento, usted mantendrá en estricta confidencialidad el IIP que haya recibido de Herbalife acerca de su línea descendente.

12. Durante el término de mi Distribución y en adelante, durante el tiempo que tengan un valor económico, mi cónyuge y yo mantendremos en confidencia y en confianza para beneficio exclusivo de Herbalife cualesquiera secretos comerciales, fórmulas, planes de negocio, o información de Negocios confidencial y propiedad de Herbalife (incluyendo sin límites, genealogías y otras compilaciones de identidad, así como otros datos relativos a otros Distribuidores o clientes), así como cualquier otra información de valor comercial relativa a otros Distribuidores o clientes que me brinde Herbalife, o que yo mismo desarrolle u obtenga como Distribuidor y no utilizaré dichas informaciones directa o indirectamente para otro efecto que no sean las actividades de mi Distribución.
13. Durante el término de mi Distribución y un (1) año en adelante, ni mi cónyuge ni yo, solicitaremos, promoveremos, patrocinaremos ni reclutaremos en forma directa o indirecta (a través de, o por medio de persona, entidad o artificio alguno), a ningún Distribuidor o cliente de Herbalife a quien yo haya conocido en el transcurso de mi Distribución Herbalife para que se una, promueva, venda o compre los productos, o participe (como vendedor o en otro carácter) con cualquier compañía de mercadeo multinivel o de ventas directas. Tampoco alentaré a nadie a hacer lo que he convenido no hacer.
14. Durante el término de mi Distribución y posteriormente a perpetuidad, utilizaré el nombre comercial, logo, marcas comerciales y propiedad intelectual de Herbalife únicamente cuando, y hasta donde lo permita expresamente por escrito Herbalife.
15. No podrá cederse o transferirse voluntaria o involuntariamente esta Distribución ni interés alguno en la misma, salvo como lo prevén las Normas, y en ese caso únicamente con el consentimiento previo escrito de Herbalife, otorgado (de ser así, en los términos y condiciones especificados por Herbalife) o negado por la compañía a su sola y absoluta discreción.
16. Herbalife es un negocio orientado a la familia y espera que sus Distribuidores se conduzcan con la mayor ética e integridad. Convengo en proceder así. Represento y garantizo que no se me ha acusado de un crimen de deshonestidad o violencia a terceros.
17. ESTATUTO ESPECIAL DE LIMITACIONES Y ELECCIÓN DE LEY O JURISDICCIÓN. No obstante cualquier ley, doctrina equitativa o autoridad que disponga lo contrario, toda reclamación tendrá que presentarse en el transcurso de un (1) año desde que la persona física o moral que la presente haya tenido conocimiento de ella por primera vez, o que mediante el ejercicio de diligencia razonable debió de haber sabido que dicha reclamación existía. Toda reclamación se resolverá exclusivamente en proceso judicial, ya sea en el Tribunal Superior o en el Tribunal Federal de Primera Instancia, ambos localizados en Los Ángeles, California. Este Convenio, y cualquier disputa que surja de la relación entre las partes del mismo, se someterán a las leyes propias del Estado de California sin que apliquen los conflictos de principios de ley.
18. DISPOSICIONES LEGALES DIVERSAS:
  - a. Ni Herbalife ni yo seremos responsables de cualesquiera daños incidentales o consecuenciales provocados por la infracción, rescisión o suspensión de este Acuerdo, independientemente de que alguna de las partes conozca la posibilidad de dichos daños. No se otorgarán daños punitivos ni ejemplares contra ninguna de ambas partes en cualquier disputa mutua salvo como se requiera explícitamente en los estatutos de California.
  - b. Este Acuerdo (incluyendo los documentos aquí incorporados en su forma publicada de vez en cuando) constituye todo el Acuerdo entre Herbalife y yo.
  - c. En el caso de que un tribunal de jurisdicción competente determine que alguna o más de las disposiciones aquí contenidas sea inválida, ilegal o inaplicable en cualquiera de sus aspectos, dichas disposiciones inválidas, ilegales o inaplicables quedarán sin efecto, pero de ninguna manera invalidarán o afectarán de otro modo cualquier otra disposición.
  - d. Este Acuerdo será obligatorio y efectivo a beneficio de las partes, sus herederos y sucesores en interés permitidos.
19. Ni mi cónyuge ni yo, así como ninguna persona que ayude en mi Distribución realizará directa o indirectamente (a través, o por medio, de persona, entidad o artificio alguno) actividades comerciales Herbalife con alguna persona que (i) sea (o quien yo tenga motivos para creer que sea) ciudadano de Irán, Sudán, Cuba o Corea del Norte (independientemente del lugar donde radique); (ii) resida en u opere

negocios en Irán, Sudán, Cuba o Corea del Norte; o bien (iii) se crea que participe en ventas a ciudadanos o residentes de Irán, Sudán, Cuba o Corea del Norte.

Las actividades comerciales incluyen, pero no se limitan a las siguientes:

- promover la oportunidad de negocio Herbalife;
- patrocinar a Distribuidores Herbalife;
- promover o vender productos Herbalife; o
- alentar a otros a hacer lo que queda prohibido en esta norma.

Cualquier violación a esta norma resultará en la terminación de la Distribución.

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**HERBALIFE CONVENIO DE DIVULGACIÓN ELECTRÓNICA Y SOLICITUD Y CONVENIO ELECTRÓNICOS DE DISTRIBUCIÓN**

Hacer clic en "ACEPTO" más adelante, indicará que usted conviene en que ha leído y se ha obligado a los términos y condiciones de este Convenio de Divulgación Electrónica, así como el Acuerdo de Distribución Términos y Condiciones Electrónico de Herbalife el cual queda totalmente incorporado en el presente por referencia (en adelante, el "Convenio").

**1. NOTIFICACIÓN DE DIVULGACIÓN ELECTRÓNICA**

Todo documento incluyendo, sin limitarse a, este Convenio así como toda notificación, divulgación y registro (colectivamente, las "Divulgaciones") relativos a su cuenta con Herbalife se le podrán enviar electrónicamente a la dirección electrónica que usted haya indicado en el formulario de registro de cuenta. O bien, usted podrá consultar las Divulgaciones en la página web de Herbalife. Alternativamente, Herbalife podrá enviarle Divulgaciones vía fax o por correo.

**2. CONSENTIMIENTO A LAS DIVULGACIONES ELECTRÓNICAS**

Al hacer clic en "ACEPTO" más adelante, usted conviene en recibir toda Divulgación de Herbalife por vía electrónica. Herbalife podrá enviar las Divulgaciones por correo electrónico o publicarlas en Internet.

**3. RETRACTACIÓN DE CONSENTIMIENTO**

En el futuro, usted podrá retractarse de su consentimiento a las Divulgaciones electrónicas en cualquier momento y sin costo. Para retractarse de su consentimiento, sírvase mandarnos un fax al 310-258-7012 o escribirnos al P.O. Box 80210, Los Ángeles, CA 90080-0210 indicando que usted desea recibir toda comunicación futura por escrito. Nosotros le enviaremos una nota de confirmación una vez que hayamos procesado su solicitud de cambio.

**4. REQUISITOS TÉCNICOS**

Para poder acceder electrónicamente a las Divulgaciones e imprimir copias de las mismas para sus archivos, usted debe contar con acceso a la Internet y a una impresora. Al hacer clic en "ACEPTO" más adelante, usted confirmará que tiene acceso a la Internet y a una impresora, o la capacidad para hacer impresiones en papel, de su información y registros (el "Hardware"). Herbalife emplea un sistema a seguro (Secure Socket Layer - SSL) que soporta codificación (encriptación) de 128 bits. Para poder enviar una Solicitud Electrónica de Distribución, usted debe contar con el hardware y/o software que tenga capacidad para codificación de 128 bits. Por favor haga una copia de este Convenio, así como de la Solicitud y Convenio de Distribución para sus propios archivos. Usted también puede guardar una copia electrónica de este documento en el disco duro de su computadora. Puede también solicitar copia de lo anterior accediendo a Servicios a Distribuidores en [www.MiHerbalife.com](http://www.MiHerbalife.com).

**5. SOLICITUD Y CONVENIO ELECTRÓNICO DE DISTRIBUCIÓN**

Al hacer clic en "ACEPTO" más adelante, y luego de llenar la Solicitud y Convenio Electrónico de Distribución que aparecerá después de que usted haga clic en "ACEPTO", usted manifiesta estar obligado a las condiciones de dicha Solicitud y Convenio Electrónico de Distribución Herbalife.

**6. INFORMACIÓN DE CONTACTO**

Usted conviene en notificarnos a la brevedad cualesquiera cambios en su domicilio por medio de fax al 310-258-7012, o mandándonos una carta al P.O. Box 80210, Los Ángeles, CA 90080-0210, o bien, accediendo a una de las páginas web de Herbalife y haciendo usted mismo los cambios pertinentes a sus datos personales.



HERBALIFE INTERNATIONAL OF AMERICA, INC.  
 P.O. Box 80210  
 Los Angeles, California 90080-0210  
 Tel: (310) 410-9600

Sales Order Department/Distributor Relations  
 Tel: (856) 866-4744  
 TTY User: (800) 503-6180

**APPLICATION FOR INTERNATIONAL DISTRIBUTORSHIP**  
 Application must be completed accurately and in its entirety in order to be considered by Herbalife International of America, Inc.

IDENTIFICATION NUMBER  
 The number above is your Herbalife ID Number once your Application is accepted.

**APPLICANT INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Street Address (P.O. Box/Rural Route Number) If P.O. Box indicated, Legal/Fiscal Residence Address must be completed below.

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Country Code - Area Code - Day Phone \_\_\_\_\_ Area Code - Evening Phone \_\_\_\_\_ Area Code - Fax \_\_\_\_\_

Area Code - Mobile Phone \_\_\_\_\_ What is your preferred language for certain communication when available? English  Spanish

E-mail Address (if applicable) Your email address must be unique and not shared by another Distributor. By providing your email address, you have consented to receive business-related email communications from Herbalife.

Date of Birth (month - spelled out) \_\_\_\_\_ (day) \_\_\_\_\_ (year) \_\_\_\_\_ Applicant's Social Security Number or Individual Taxpayer Identification Number \_\_\_\_\_ Spouse's Social Security Number or Individual Taxpayer Identification Number \_\_\_\_\_

Spouse's Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

c/o - "In Care Of" Name (if applicable). If completed, Legal/Fiscal Residence Address must be completed below.

**LEGAL/FISCAL RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE)**

Street Address (cannot be a P.O. Box)

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Country \_\_\_\_\_ Country Code - Area Code - Phone Number \_\_\_\_\_

**Sponsor's Information**

Sponsor's Name \_\_\_\_\_

Phone \_\_\_\_\_

Sponsor's Herbalife ID Number \_\_\_\_\_

**Supervisor's Information**

Supervisor's Name \_\_\_\_\_

Phone \_\_\_\_\_

Supervisor's Herbalife ID Number \_\_\_\_\_

**NOTICE TO APPLICANT AND SPONSOR**

COMPLETION OF THIS SECTION IS REQUIRED

Have you or your spouse previously been an Herbalife Independent Distributor or participated in any Herbalife Distributorship? Yes  No

Distributorship ID \_\_\_\_\_ Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Application Date (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year) \_\_\_\_\_ Date of last activity in connection with that Distributorship (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year) \_\_\_\_\_

**APPLICANT:** By clicking "I accept" I acknowledge that I have reviewed and understand the Distributorship Agreement Terms and Conditions that follow and agree to be bound by them.

Applicant's Signature \_\_\_\_\_

I hereby agree to be bound by the terms set forth above and on the back of this form. (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year) \_\_\_\_\_

## DISTRIBUTORSHIP AGREEMENT TERMS AND CONDITIONS

1. I apply to become an Independent Distributor of Herbalife products on the terms and conditions that follow, as well as the documents which are expressly incorporated into this Agreement of Distributorship. I will become a Distributor only when this Application for Distributorship is accepted by entering it into Herbalife's records at Herbalife's Home Office in Los Angeles, California, in its sole and absolute discretion. Until then, I am granted a provisional license to buy and sell Herbalife products.
2. I acknowledge that if my spouse or I have previously owned or assisted in an Herbalife Distributorship and now wish to sign a new Application under a new Sponsor the Rules of Conduct and Distributor Policies require a one-year period of inactivity following:

(a) non-payment of the Annual Processing Fee or

(b) resignation of any prior Distributorship, and I represent and warrant to Herbalife that such period has passed.

I also acknowledge that my spouse and I may not operate an Herbalife Distributorship other than this Distributorship for which we are applying. Failure to observe the period of inactivity may result in reactivation of the prior Distributorship and/or extension of the waiting period required prior to becoming eligible to sign an Application under a new Sponsor.

Additionally, any Application processed prior to the completion of the waiting period may be deemed an invalid Distributorship. The corrective measure applied to protect the lines of sponsorship can cause significant lineage and monetary adjustments or fines, as well as the termination of the invalid Distributorship, all within the sole and absolute discretion of Herbalife.

3. Upon my receipt of the Herbalife International Business Pack ("IBP") or Mini IBP, I will thoroughly review the contents of the previously unopened Pack.

The Mini IBP is the basic package containing only explanatory materials, forms, and product sample packages. The IBP includes Herbalife products in addition to the materials and forms in the Mini IBP. Included within these materials and at [www.MyHerbalife.com](http://www.MyHerbalife.com) is the suggested retail product price list. The Company provides free training materials on marketing and advertising in these materials and at this website (@Tools&Training).

4. I am not relying upon any representations as to the financial results I might achieve.
5. I am aware that the only required purchase to become, succeed or advance as an Herbalife Independent Distributor is the Mini IBP. Product purchases are optional, as are the purchase of any sales aids. I am aware that refund and buy back provisions applicable to products or sales aids I purchase from Herbalife are described in the materials included in the IBP and Mini IBP and available at [www.MyHerbalife.com](http://www.MyHerbalife.com) and upon request. I understand that Herbalife does not sell, endorse or recommend any sales aids and therefore has no responsibility if I choose to purchase such sales aids.
6. Although a Distributorship is not employment, I am authorized to work in the United States.
7. I will review the Statement of Average Gross Compensation of U.S. Supervisors and the Corporate Policy Statement on Business Methods, both of which are contained in the Mini IBP and the IBP and which are available on [www.MyHerbalife.com](http://www.MyHerbalife.com) or upon request from my Sponsor or Herbalife's Distributor Relations Department. I acknowledge these are gross, not net income figures.
8. The Herbalife International Business Pack ("IBP") and Mini IBP contain (among other things) the Rules of Conduct and Distributor Policies, the Sales and Marketing Plan, Ordering Procedures and Sample Forms. Those documents and such other rules and policies as Herbalife has published, or in the future may publish, together with such modifications and amendments as Herbalife shall make from time to time in its sole and absolute discretion (collectively, the "Rules"), are each hereby incorporated into this Agreement of Distributorship (each in its then most recently published form).
9. The term of my Distributorship will be indefinite, subject to procedures, requirements and processing fees as Herbalife shall determine in its sole and absolute discretion. I may cancel the Distributorship at any time by notifying Herbalife in writing that I wish to do so. Following termination of my Distributorship by me or by the Company, I have the right to resell to Herbalife unused and resalable products purchased from



Herbalife subject to the limitations, terms and conditions set forth in the Rules under the caption "Inventory Repurchase." If I cancel the Distributorship and I return the Mini IBP or IBP to the Company within 90 days from the time the Company receives payment for the Mini IBP or IBP, I will receive a refund of the net price I paid for the returned materials.

10. Herbalife may terminate my Distributorship if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my Distributorship, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules.
11. As an Herbalife Independent Distributor:
  - a. I will use my best efforts to promote the sale of Herbalife products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from my sales of Herbalife product for consumption and those of persons I have sponsored, directly or indirectly.
  - b. I will not engage in any deceptive, unfair or illegal practice. I must comply with all local, state and federal laws and regulations that apply to the Herbalife business and shall not engage in any practice or activity that could discredit or damage the image or reputation of Herbalife. This applies not only to the laws where I live but also to any country where I conduct the business as a result of taking advantage of Herbalife's international sponsoring. I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to any breach of this Agreement or violation of applicable law. Herbalife may offset against amounts which would otherwise be due to me reasonable amounts to cover such indemnity.
  - c. I will comply with Herbalife's Rules of Conduct & Distributor Policies published in the countries I operate.
  - d. I will conduct my Herbalife business as a self-employed independent contractor (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes - including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer, fiduciary or beneficiary of Herbalife or any other Distributor. I will not be treated as an employee with respect to such services for Federal or State tax purposes or any other purpose, and will assert no position to the contrary.
  - e. If I sponsor others to become Distributors, I will do so in an ethical and lawful manner, and I will thereafter continue to sell and promote the sale of Herbalife products for consumption, will use my best efforts to train, assist and support those I sponsor to do the same and will communicate and lead by example. I will make no representations about Herbalife's products or income opportunity except in compliance with Herbalife's Rules and applicable law. I may not order product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
  - f. Herbalife International of America, Inc., P.O. Box 80210, Los Angeles, CA 90080-0210, collects certain personal identifiable information about its Distributors. It does so to fulfill its obligations under the Distributor relationship and to provide its Distributors with the products and services requested. I understand my information may be used to send me materials about Herbalife products and services, or other commercial information, including information on products of Herbalife's business partners.

From time to time you may receive personally identifiable information (PII) from Herbalife relating to your downline. You should not use this PII for any other purpose than to develop the business relationship with your downline, unless you have received consent from the downline Distributor to use the PII for other purposes. You will abide by applicable data protection laws at all times, including international data transfer restrictions. You are responsible for the use that you make of the PII of your downline once Herbalife has transmitted it to you. You will also hold the PII you receive from Herbalife on your downline Distributors at all times in strict confidence.

12. During the term of my Distributorship and thereafter, for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Distributors or customers), and any other information of commercial value relating to other Distributors or customers, provided by Herbalife or which I develop or obtain while a Distributor, and I will not use them, directly or indirectly, for any purpose other than the conduct of my Herbalife Distributorship.
13. During the term of my Distributorship and for one (1) year thereafter, neither my spouse nor I will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any

Herbalife Distributor or any customer of Herbalife of whom I became aware in the course of my Herbalife Distributorship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and I will not encourage anyone to do what I have agreed not to do.

14. During the term of my Distributorship and in perpetuity thereafter, I will use Herbalife's trade name, logo, trademarks and intellectual property only if and to the extent expressly permitted by Herbalife in writing.
15. Neither this Distributorship nor any interest therein may be assigned or transferred, voluntarily or involuntarily, except as provided in the Rules and then only with the prior written consent of Herbalife, given (and if so, on such terms and conditions specified by Herbalife) or withheld by Herbalife in its sole and absolute discretion.
16. Herbalife is a family-oriented business that expects its Distributors to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty or violence to others.
17. PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW AND FORUM. Despite any law or equitable doctrine or authority to the contrary, any Claim must be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. Any Claim shall be resolved exclusively in a judicial proceeding in either the Superior Court or the United States District Court, both located in Los Angeles, California. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles.

However, a Louisiana resident may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

18. MISCELLANEOUS LEGAL PROVISIONS:

- a. Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly required by California statute.
  - b. This agreement (including documents incorporated herein, in their form as published from time to time) constitutes the entire Agreement between Herbalife and me.
  - c. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.
  - d. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.
19. Neither I or my spouse, nor any other person assisting in my Distributorship will directly or indirectly (through or by means of any person, entity, or artifice) conduct any Herbalife business activities with an individual who (i) is (or whom I have reason to believe is) a citizen of Iran, Sudan, Cuba, or North Korea (regardless of place of residence); (ii) is a resident of, or operates businesses in Iran, Sudan, Cuba or North Korea; or (iii) who is believed to engage in sales to citizens or residents of Iran, Sudan, Cuba or North Korea. Business activities include but may not be limited to the following:
- promoting the Herbalife business opportunity;
  - sponsoring Herbalife Distributors;
  - promoting or selling Herbalife products; or
  - encouraging others to do what is prohibited under this rule
- Violation of this rule shall result in termination of the Distributorship.

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**HERBALIFE ELECTRONIC DISCLOSURE AGREEMENT AND ONLINE DISTRIBUTOR APPLICATION AND AGREEMENT**

By clicking "I AGREE" below, you agree that you have read and are bound by the terms of this Electronic Disclosure Agreement, and the Herbalife Online Distributorship Agreement Terms and Conditions, which is fully incorporated herein by reference (hereinafter, the "Agreement").

**1. ELECTRONIC DISCLOSURE NOTICE**

All documents, including but not limited to, this Agreement, as well as all notices, disclosures and records (collectively, "Disclosures") relating to your account with Herbalife may be sent to you electronically at the email address indicated by you in the account registration form or by viewing the Disclosures on Herbalife's web site. Alternatively, Herbalife may provide you with Disclosures via fax or in the mail.

**2. CONSENT TO ELECTRONIC DISCLOSURES**

By clicking "I AGREE" below, you agree to receive all Disclosures from Herbalife electronically which Herbalife may send to you by email or by posting the Disclosures on the Internet.

**3. WITHDRAWAL OF CONSENT**

You may withdraw your consent to electronic Disclosures in the future at any time without charge. To withdraw your consent, please fax us at 310-258-7012 or write us at P.O. Box 80210, Los Angeles, CA 90080-0210 and indicate that you wish to receive all future communications in writing. We will send you a confirming notice once we have processed your change request.

**4. TECHNICAL REQUIREMENTS**

To access Disclosures electronically and print copies of these Disclosures for your records, you must have Internet access, as well as access to a printer. By clicking "I AGREE" below, you confirm that you have access to the Internet and a printer or the ability to make hard copies of your information and records (the "Hardware"). Herbalife uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Distributor Application, you must have the hardware and/or software to support 128-bit encryption. Please make a copy of this Agreement, including the Online Distributor Application and Agreement for your records. You can also save an electronic copy of this document to your hard drive. Upon request, you may also obtain a copy of the foregoing by accessing [MyHerbalife.com](http://MyHerbalife.com) under Distributor Services.

**5. ONLINE DISTRIBUTOR APPLICATION AND AGREEMENT**

By clicking "I AGREE" below, and by completing the Online Distributor Application and Agreement, which will appear after you click "I AGREE," you agree to be bound by the terms of the Herbalife Online Distributor Application and Agreement.

**6. CONTACT INFORMATION**

You agree to promptly notify us of any changes in your address information by faxing us at 310-258-7012, by writing to us at P.O. Box 80210, Los Angeles, CA 90080-0210, or by accessing one of Herbalife's websites and changing your personal information.

# Exhibit G

**HERBALIFE**  
 HERBALIFE INTERNATIONAL OF AMERICA, INC  
 P O Box 80210  
 Los Angeles California 90080-0210  
 Tel (310) 410-9600

NUMERO DE IDENTIFICACION  
**09682232**  
 El numero que se muestra será su numero de ID Herbalife una vez que su solicitud haya sido aceptada

Depto de Pedidos/Depto de Relaciones al Distribuidor  
 Tel (866) 866 4744

**SOLICITUD DE DISTRIBUCION INTERNACIONAL**

La solicitud debe ser llenada correctamente y en su totalidad para poder ser considerada por Herbalife International

**DATOS DEL SOLICITANTE**

Valdez Felix M  
 Apellido / Last Name Nombre / First Name Inicial 2° Nombre / Middle Initial

Domicilio (Apartado Postal/Dirección Rural) Si indica apartado postal aquí favor de proporcionar domicilio permanente en la parte de abajo / Address

FL  
 Ciudad / City Estado / State Código Postal / Zip Code

Código de País/Cntry Cd Código de Área / Area Code Teléfono de Día / Day Ph Código de Área / Area Code Teléfono de Noche / Eve Ph Código de Área / Area Code FAX / FAX

Código de Área / Area Cd Teléfono Celular / Cell Phone

Dirección de Correo Electrónico (si aplica) / E-mail Address

Fecha de Nacimiento/D O B (mes - escrito/mnth) (día / dy) (año / yr) (edad / age) No de Seguro Social del Solicitante en los EEUU Applicant's U.S. Social Security Number No de Seguro Social del Cónyuge Spouse's Social Security Number

Apellido del Cónyuge / Spouse's Last Name Nombre / First Name Inicial 2° Nombre / Middle Initial

c/o - Nombre opcional de quien recibe su correspondencia (si aplica) Si es contestado, proporcione Domicilio Legal/Fiscal abajo  
 c/o - In care of name (if applicable) If completed, Legal/Fiscal Residence Address must be completed below

**DOMICILIO LEGAL/FISCAL (SI ES DIFERENTE AL DE ARRIBA)**

Domicilio/Street Address (no puede ser un apartado postal) (cannot be a P O Box)

Ciudad/City Estado/State Código Postal/ZIP Code

País/Country Código de País/Country Cd Código de Área/Area Cd Número de Teléfono/Phone Number

**DATOS DEL PATROCINADOR**

Izack Valdez  
 Nombre del Patrocinador (no incluir apellido)

Teléfono

09917470  
 No de Identificación del Patrocinador

**DATOS DEL SUPERVISOR**

SILVIA DE FORNARI  
 Nombre

Teléfono

09578277  
 No de Identificación del Supervisor

**ACUERDO DE DISTRIBUCION**

1 Por medio del presente acuerdo solicito convertirme en Distribuidor Independiente de los productos Herbalife bajo las condiciones y términos presentados en esta solicitud, a continuación y al reverso de la misma, así como de los documentos que son expresamente incorporados en este Acuerdo de Distribución. Me convertiré en un Distribuidor sólo cuando mi Acuerdo de Distribución haya sido registrado en los archivos de Distribuidor de Herbalife en Los Angeles California a su entera y absoluta discreción. Hasta entonces y mientras tanto me será otorgada una licencia provisional para comprar y vender productos de Herbalife.

2 Si mi esposo(a) o yo hubiéramos previamente sido dueños o asistido en una Distribución Herbalife proporcionaré información en los siguientes espacios ID de la Distribución/Nombre/Fecha de la Solicitud. Fecha de la última actividad en conexión con esa Distribución. Estoy consiente que las Normas de Conducta y Políticas de Distribución requieren un período de un año de inactividad des pués de (a) no pagar la Cuota Anual de Procesamiento (b) renunciar a cualquier Distribución previa, por lo que represento y garantizo que tal periodo ha transcurrido.

3 Por este medio represento garantizo y estoy de acuerdo que yo

a He recibido y examinado completamente el contenido de un Paquete Internacional de Negocios ("IBP") o Mini IBP nunca antes abierto. El Mini IBP es el paquete básico que contiene materiales explicatorios, y formas, y paquetes de muestras de productos. El IBP incluye productos Herbalife adicionalmente a los materiales y formas que contiene el Mini IBP.

b No estoy basándome en ninguna representación en cuanto a los resultados financieros que yo pudiera conseguir.

c Estoy consiente que la única compra necesaria para convertirme tener éxito o avanzar como un Distribuidor Independiente de Herbalife es el Mini IBP.

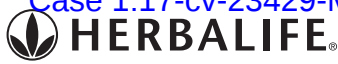
d He recibido y examinado la Declaración del Monto Promedio de Compensación para Supervisores en Estados Unidos y la Declaración de Políticas para Métodos Comerciales, los cuales, ambos están contenidos en el Mini IBP y el IBP que están disponibles en [www.MyHerbalife.com](http://www.MyHerbalife.com) o igualmente por solicitud a mi Patrocinador o al Departamento de Relaciones al Distribuidor.

4 ACUERDO PARA MEDIAR Y DESPUES ARBITRAR TODAS LAS DISPUTAS. Herbalife y yo acordamos que cualquier reclamación o disputa proveniente o relacionada con mi Distribución incluyendo, pero sin limitarse a mis derechos obligaciones y relaciones con Herbalife, (e incluso cualquiera de sus asociados corporativos o cualquiera de sus oficiales respectivos directores o empleados) y/o con otros Distribuidores, (cualquier "Reclamación"), será resuelta de la siguiente manera: a) primero trataré en buena fe de resolver la reclamación por medio de negociaciones de buena fe b) En caso que tales negociaciones no resuelvan la reclamación trataré en buena fe de llegar a un acuerdo por medio de mediación administrada en Los Angeles, California, por la Asociación de Arbitraje Americana (AAA) c) y finalmente, si tal mediación no resuelve la reclamación, Herbalife o yo podremos exigir, como el unico y exclusivo medio y foro para resolver la Reclamación un arbitraje obligatorio en Los Angeles, California por medio de la AAA. Este acuerdo para Mediar y después Arbitrar es llevado a cabo en una transacción que implica el comercio interestatal El Acto de Arbitraje Federal (FAA) y, al grado relevante, las Reglas de Arbitraje Comerciales y Procedimientos de Mediación de la AAA ("Reglas AAA"), cuando tales Reglas existen desde el tiempo en que este Acuerdo es ejecutado, gobernarán la interpretación, imposición y medidas de acuerdo con este párrafo excepto cuando por otra parte puede ser proporcionado en las Provisiones de Resolución de Disputa contenidas en las Normas de Conducta y Políticas de Distribución de Herbalife, tal como sean enmendadas de cuando en cuando, Herbalife y yo estamos de acuerdo que ninguna reclamación será arbitrada, en un arbitraje o en cualquier procedimiento judicial como una Acción de Clase, y que ningún arbitraje u otro proceso implicando a Herbalife y a mí permitirán reclamaciones de clase, o consolidación de reclamaciones o partidos. El arbitraje de cualquier Reclamación será gobernado por el descubrimiento y provisiones de juicio en conjunto por las Reglas Federales de Procedimientos Civiles (Reglas 26 a 37 y 56) y las Reglas Federales de Pruebas serán aplicables a todas las presentaciones de pruebas, a condición sin embargo, que aquel descubrimiento se limitará a asuntos que sean directamente relevantes a las cuestiones en el arbitraje. No obstante lo anterior Herbalife y yo retenemos el derecho de comenzar acciones solo para consideración monetaria el uno contra el otro en un pequeño tribunal de Reclamaciones de cualquier jurisdicción competente. (Para más términos y condiciones, lee al reverso de este formato)

Firma del Solicitante *Felix Valdez*  
 Por este medio estoy de acuerdo y me comprometo apegarme a los términos establecidos anteriormente y al reverso del presente formato

Firmada *Miami* el *Junio 14* Año *2008*  
 Ciudad, Estado, País Mes, Día Año

- 5 El Paquete Internacional de Negocios de Herbalife ("IBP") contiene (además de otros objetos), las Normas de Conducta y Políticas de Distribución, el Plan de Ventas y Mercadeo, Procedimiento de Pedidos y Ejemplos de Formularios Estos documentos, y las otras reglas y políticas que Herbalife haya publicado, junto con tales modificaciones y enmiendas que Herbalife haya afectado de cuando en cuando a su total y absoluta discreción (colectivamente, las "Reglas"), son cada una por este medio incorporadas en este Acuerdo de Distribución (cada una en su forma y al momento más recientemente publicada)
- 6 El término de mi Distribución será anual, renovable cada año, sujeto a procedimientos y cuotas de procesamiento que Herbalife determinará a su entera y absoluta discreción. Puedo anular la Distribución en cualquier momento notificando de mi intención a Herbalife por escrito. Al terminar mi Distribución, tengo el derecho de revender los productos Herbalife no usados y revendibles comprados a Herbalife y las partes no usadas y revendibles del IBP, sujetas a las condiciones y términos estipulados en las Reglas
- 7 Herbalife podrá terminar mi Distribución si determina que he violado este Acuerdo (incluyendo, pero sin limitarse a las Reglas o ley aplicable). Podría suspender o tomar otra acción en cuanto a mi Distribución a su total y absoluta discreción, sujeto sólo a las limitaciones explícitamente estipuladas en las Reglas
- 8 Como Distribuidor Independiente de Herbalife
- Usaré mis mejores esfuerzos para promover la venta de productos Herbalife a consumidores en una manera que realce la reputación de Herbalife. Mi éxito sólo vendrá de mis ventas del producto Herbalife y de las ventas de aquellas personas que yo haya patrocinado, directamente o indirectamente.
  - No utilizaré ninguna práctica engañosa, injusta o ilegal. Indemnizaré, defenderé y sostendré a Herbalife inocuo acerca de cualquier violación de este Acuerdo o violación de ley aplicable. Herbalife podrá descontar contra cantidades que se deban de mis percepciones, y tales cantidades que en su capacidad juzgue razonable para cubrir tal indemnidad.
  - Conduciré mi negocio Herbalife como un contratista independiente auto empleado (determinando mi propio horario y objetivos, responsables de mis propios gastos e impuestos aplicables, incluso mi impuesto de empleo), no como un empleado, agente, concesionario, sostenedor de valores, fiduciario conjunto o beneficiario de Herbalife o cualquier otro Distribuidor. No seré empleado de Herbalife para fines de impuestos federales o para cualquier otro fin y no acertare posición a lo contrario.
  - En caso de que yo patrocine a otros Distribuidores, lo haré de una forma legal y ética, y seguiré vendiendo y promoviendo la venta de productos Herbalife para el consumo, utilizare mis mejores esfuerzos para entrenar, asistir y apoyar a aquellos que yo haya patrocinado para que hagan lo mismo y me comunicare y mostrare mi liderazgo como ejemplo a seguir. No haré representaciones de los productos de Herbalife o la oportunidad de ingresos si no es según y de acuerdo a las Reglas de Herbalife y las leyes aplicables. No ordenare producto principalmente para calificar y ganar compensación alguna sino que lo haré para mi consumo personal y solo en cantidades que yo considere razonables para servir a mis clientes.
  - Herbalife reúne cierta información personal de sus Distribuidores. Lo hace para realizar sus obligaciones dentro de su relación con los Distribuidores y para proveer a sus Distribuidores los productos y servicios solicitados. Entiendo que mi información puede ser usada para enviarme materiales sobre productos Herbalife y servicios, u otra información comercial, incluso información de productos de socios comerciales de Herbalife.
- 9 Durante el término de mi Distribución
- Y, a partir de entonces y mientras que tengan valor económico, mi cónyuge y yo mantendremos en confianza para ventaja exclusiva de Herbalife cualquier secreto de fabricación, fórmulas, proyectos comerciales, o información comercial confidencial o patentada (incluyendo, pero sin limitarse a genealogías y otras compilaciones de la identificación y otros datos acerca de Distribuidores y/o clientes), y cualquier otra información de valor comercial acerca de otros Distribuidores y/o clientes, proporcionados por Herbalife o que desarrollemos u obtengamos mientras seamos Distribuidores, y no los utilizaremos, directamente o indirectamente, para cualquier objetivo que no sea la administración de nuestra Distribución Herbalife.
  - Y, durante un (1) año a partir de entonces, ni mi cónyuge ni yo vamos a, directamente o indirectamente (a través o por medio de cualquier persona, entidad o artificio), solicitar, promover, patrocinar o reclutar a cualquier Distribuidor Herbalife o cualquier cliente Herbalife de quien me da cuenta en el transcurso de mi Distribución Herbalife, se haya afiliado, promueva, venda o compre productos de, o participe (como vendedor o similar) de cualquier negocio de multinivel o ventas directas y no alentare a nadie a que haga lo que yo he acordado no hacer.
  - Y, a perpetuidad a partir de entonces, usaré el nombre de Herbalife, su logotipo, marcas registradas y propiedad intelectual sólo en caso que y al grado expresamente permitido por Herbalife por escrito.
- 10 Ni esta Distribución ni cualquier interés en ella podrán ser adjudicados o transferidos, voluntaria o involuntariamente, excepto conforme a las Reglas y luego sólo con el consentimiento previo por escrito de Herbalife, otorgado (y en este caso bajo tales terminos y condiciones especificados por Herbalife), o no concedido por Herbalife a su total y absoluta discreción.
- 11 Herbalife es un negocio con orientación familiar que espera que sus Distribuidores se comporten con la más alta ética e integridad. Consiento en proceder así. Represento y garantizo que no he sido condenado por delito alguno que implique la falsedad o la violencia hacia otros.
- 12 LEY DE PRESCRIPCIÓN PRIVADA Y OPCION DE LEY. A pesar de cualquier ley, autoridad o doctrina equitativa, cualquier Reclamación (como se define en el Párrafo 4), será traída dentro de un (1) año de la fecha en la cual la persona que afirma que la Reclamación existe, supo primero, o por el ejercicio de la diligencia razonable debería haber sabido, que la Reclamación existía. Con el objeto de determinar aplicabilidad, y determinar más adelante lo que es el alcance permisible de cualquier Reclamación, este Acuerdo debere ser gobernado e interpretado de acuerdo con el Acto de Arbitraje Federal y serán por otra parte gobernados por e interpretados de acuerdo con la ley doméstica del Estado de California, sin la aplicación de principios de conflicto como se define en el Párrafo 4 de la ley. Independientemente de que la Reclamación sea arbitrada de acuerdo con el proceso de resolución de disputa en esta Regla o en una corte.
- 13 PROVISIONES LEGALES MISCELANEAS
- Ni Herbalife ni yo nos haremos responsables de cualquier daño secundario o consiguiente causado por la violación, terminación o suspensión de este Acuerdo, o cualquier otro Acuerdo, si la posibilidad para tales daños y perjuicios es o no es conocida por cualquiera de las Partes, y ningún daño punitivo o ejemplar será concedido contra cualquiera de nosotros en cualquier disputa de uno contra el otro, excepto como explícitamente sea autorizado por decreto en California.
  - Este Acuerdo (incluyendo los documentos incorporados al mismo en su forma al momento publicada), constituyen el total Acuerdo entre Herbalife y mi persona.
  - Si alguna o más de las provisiones contenidas aquí fueran por alguna razón encontradas por un tribunal de jurisdicción competente o un árbitro ser inválidas, ilegales, o inaplicables en cualquier aspecto, tal provisión inválida, ilegal o provisiones inaplicables serán ineficaces, pero de ningún modo va a invalidar o por otra parte afectar cualquier otra provisión. Sin embargo, si alguna parte del Párrafo 4 resultara ser inválida, ilegal, o inaplicable, entonces uno u otro de los Partidos o Herbalife tendrá el derecho, pero no la obligación, de pedir que la Reclamación sea resuelta exclusivamente en un procedimiento judicial de la Corte Superior o en el Tribunal de Distrito Estados Unidos, ambos ubicados en el Condado de Los Angeles, California, y no por arbitraje.
  - Este Acuerdo será obligatorio sobre y habituará a la ventaja de los partidos, sus herederos y sucesores permitidos en el interés.



HERBALIFE INTERNATIONAL OF AMERICA, INC.  
 P.O. Box 80210  
 Los Angeles, California 90080-0210  
 Tel: (310) 410-9600

IDENTIFICATION NUMBER

The number above is your Herbalife ID Number once your Application is accepted.

Sales Order Department /Distributor Relations  
 Tel: (866) 866-4744

**APPLICATION FOR INTERNATIONAL DISTRIBUTORSHIP**

Application must be completed accurately and in its entirety in order to be considered by Herbalife International

**APPLICANT INFORMATION**

Last Name First Name Middle Initial

Street Address (P.O. Box/Rural Route Number) If P.O. Box indicated, Legal/Fiscal Residence Address must be completed below.

City State ZIP Code

Country Code Area Code Day Phone Area Code Evening Phone Area Code FAX

Area Code Mobile Phone

E-mail Address (if applicable)

Date of Birth (month - spelled out) (day) (year) (age) Applicant's U.S. Social Security Number Spouse's Social Security Number

Spouse's Last Name First Name Middle Initial

c/o - In care of name (if applicable). If completed, Legal/Fiscal Residence Address must be completed below.

**LEGAL/FISCAL RESIDENCE ADDRESS (IF DIFFERENT FROM ABOVE)**

Street Address (cannot be a P.O. Box)

City State ZIP Code

Country Country Code Area Code Phone Number

**SPONSOR'S INFORMATION**

Sponsor's Name (print)

Phone

Sponsor's Herbalife ID Number

**SUPERVISOR'S INFORMATION**

Supervisor's Name (print)

Phone

Supervisor's Herbalife ID Number

**AGREEMENT OF DISTRIBUTORSHIP**

1. I apply to become an independent Distributor of Herbalife products on the terms and conditions set forth below and on the back of this form, as well as the documents which are expressly incorporated into this Agreement of Distributorship. I will become a Distributor only when my Distributorship is entered into Herbalife's Distributor records in Los Angeles, California, in its sole and absolute discretion. Until then, I am granted a provisional license to buy and sell Herbalife products.

2. If my spouse or I have previously owned or assisted in an Herbalife Distributorship, I will fill out the following: Distributorship ID /Name/Application Date \_\_\_\_\_ / \_\_\_\_\_. Date of last activity in connection with that Distributorship \_\_\_\_\_. I acknowledge that the Rules of Conduct and Distributor Policies require a one-year period of inactivity following: (a) non-payment of the Annual Processing Fee or (b) resignation of any prior Distributorship, and I represent and warrant to Herbalife that such period has passed.

3. I hereby represent, warrant and agree that I:

- a. Have received and have reviewed thoroughly the contents of a previously unopened Herbalife International Business Pack ("IBP") or Mini IBP. The Mini IBP is the basic package containing only explanatory materials and forms and product sample packages. The IBP includes Herbalife products in addition to the materials and forms in the Mini IBP.
- b. Am not relying upon any representations as to the financial results I might achieve.
- c. Am aware that the only required purchase to become, succeed or advance as an Herbalife Independent Distributor is the Mini IBP.
- d. Have received and reviewed the Statement of Average Gross Compensation of U.S. Supervisors and the Policy Statement on Business Methods, both of which are contained in the Mini IBP and the IBP and which are available on [www.MyHerbalife.com](http://www.MyHerbalife.com) or upon request from my Sponsor or the Distributor Relations Department.

4. AGREEMENT TO MEDIATE, THEN ARBITRATE ALL DISPUTES. Herbalife and I agree that any claim or dispute arising out of or related to my Distributorship, including, without limitation, my rights, obligations and relationships with Herbalife (including any of its corporate affiliates or any of their respective officers, directors or employees), and/or with other Distributors, (a "Claim"), shall be resolved exclusively in the following way: a) first, I will try in good faith to resolve the Claim by good faith negotiations; b) if such negotiations aren't successful, I will try in good faith to settle the Claim by mediation administered in Los Angeles, California, by the American Arbitration Association (AAA); c) and, finally if such mediation is not successful, either Herbalife or I may demand, as the sole and exclusive means and forum to resolve the Claim, binding arbitration in Los Angeles, California, by AAA. This Agreement to Mediate, then Arbitrate, is made in a transaction involving interstate commerce. The Federal Arbitration Act (FAA) and, to the extent not inconsistent, AAA's Commercial Arbitration Rules and Mediation Procedures ("AAA Rules"), as such Rules exist as of the time this Agreement is executed, shall govern the interpretation, enforcement and proceedings pursuant to this paragraph, except as otherwise may be provided in the Dispute Resolution Provisions contained in Herbalife's Rules of Conduct and Distributor Policies as amended from time to time. Herbalife and I agree that no Claim shall be adjudicated, in an arbitration or in any judicial proceeding, as a Class Action, and that no arbitration or other proceeding conducted pursuant to this Agreement shall allow class claims, or consolidation or joinder of claims or parties. The arbitration of any Claim will be governed by the discovery and summary judgement provisions in the Federal Rules of Civil Procedure (Rules 26 through 37 and 56) and the Federal Rules of Evidence shall be applicable to all presentations of evidence, provided however, that discovery will be limited to matters which are directly relevant to the issues in the arbitration. Notwithstanding the foregoing, Herbalife and I retain the right to commence actions for monetary consideration only, against each other in any small claims court of competent jurisdiction. (For more terms and conditions, see the back of this form).

Applicant's Signature: \_\_\_\_\_  
 I hereby agree to be bound by the terms set forth above and on the back of this form.

Signed at \_\_\_\_\_ on \_\_\_\_\_  
 City, State, Country Month, Day Year

## AGREEMENT OF DISTRIBUTORSHIP (CONTINUED)

5. The Herbalife International Business Pack ("IBP"), contains (among other things) the Rules of Conduct and Distributor Policies, the Sales and Marketing Plan, Ordering Procedures and Sample Forms. Those documents and such other rules and policies as Herbalife has published, or in the future may publish, together with such modifications and amendments as Herbalife shall make from time to time in its sole and absolute discretion (collectively, the "Rules"), are each hereby incorporated into this Agreement of Distributorship (each in its then most recently published form).
6. The term of my Distributorship will be annual, renewable from year to year thereafter, subject to procedures, requirements and processing fees as Herbalife shall determine in its sole and absolute discretion. I may cancel the Distributorship at any time by notifying Herbalife in writing that I wish to do so. Following termination of my Distributorship, I have the right to resell to Herbalife unused and resalable products purchased from Herbalife and unused and resalable portions of the IBP, subject to the limitations, terms and conditions set forth in the Rules.
7. Herbalife may terminate my Distributorship if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my Distributorship, in its sole and absolute discretion subject only to the limitations explicitly set forth in the Rules.
8. As an Herbalife independent Distributor:
  - a. I will use my best efforts to promote the sale of Herbalife products to consumers in a manner that enhances the reputation of Herbalife. My success will only come from my sales of Herbalife product for consumption and those of persons I have sponsored, directly or indirectly.
  - b. I will not engage in any deceptive, unfair or illegal practice. I will indemnify, defend and hold harmless Herbalife from any cost or liability relating to any breach of this Agreement or violation of applicable law. Herbalife may offset against amounts which would otherwise be due me reasonable amounts to cover such indemnity.
  - c. I will conduct my Herbalife business as a self-employed independent contractor (determining my own schedule and objectives, responsible for my own expenses and any applicable taxes—including self-employment taxes), not as an employee, agent, franchisee, securities holder, joint venturer fiduciary or beneficiary of Herbalife or any other Distributor. I will not be an employee of Herbalife for Federal tax purposes or any other tax or other purpose, and will assert no position to the contrary.
  - d. If I sponsor others to become Distributors, I will do so in an ethical and lawful manner, and I will thereafter continue to sell and promote the sale of Herbalife products for consumption, will use my best efforts to train, assist and support those I sponsor to do the same and will communicate and lead by example. I will make no representations about Herbalife's products or income opportunity except in compliance with Herbalife's Rules and applicable law. I may not order product primarily to qualify to earn compensation, as opposed to purchases for my own consumption and amounts I consider reasonable to service my customers.
  - e. Herbalife collects certain personal identifiable information about its Distributors. It does so to fulfill its obligations under the Distributor relationship and to provide its Distributors with the products and services requested. I understand my information may be used to send me materials about Herbalife products and services, or other commercial information, including information on products of Herbalife's business partners.
9. During the term of my Distributorship:
  - a. And, thereafter for so long as they have economic value, my spouse and I will hold in confidence and trust for the exclusive benefit of Herbalife any trade secrets, formulas, business plans, or confidential or proprietary business information (including, without limitation, genealogies and other compilations of identifying and other data relating to other Distributors or customers), and any other information of commercial value relating to other Distributors or customers, provided by Herbalife or which I develop or obtain while a Distributor, and I will not use them, directly or indirectly, for any purpose other than the conduct of my Herbalife Distributorship.
  - b. And, for one (1) year thereafter, neither my spouse nor I will, directly or indirectly (through or by means of any person, entity or artifice), solicit, promote, sponsor or recruit any Herbalife Distributor or any customer of Herbalife of whom I became aware in the course of my Herbalife Distributorship, to join, promote, sell or purchase products of, or participate (as a salesperson or otherwise) in any multi-level marketing or direct sales company and I will not encourage anyone to do what I have agreed not to do.
  - c. And, in perpetuity thereafter, I will use Herbalife's trade name, logo, trademarks and intellectual property only if and to the extent expressly permitted by Herbalife in writing.
10. Neither this Distributorship nor any interest therein may be assigned or transferred, voluntarily or involuntarily, except as provided in the Rules and then only with the prior written consent of Herbalife, given (and if so, on such terms and conditions specified by Herbalife) or withheld by Herbalife in its sole and absolute discretion.
11. Herbalife is a family oriented business that expects its Distributors to conduct themselves with the highest ethics and integrity. I agree to do so. I represent and warrant that I have not been convicted of a crime involving dishonesty or violence to others.
12. PRIVATE STATUTE OF LIMITATIONS AND CHOICE OF LAW. Despite any law or equitable doctrine or authority, any Claim (as defined in Paragraph 4), above shall be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. For purposes of determining enforceability, and further determining what is the permissible scope of any Claim, this Agreement shall be governed and construed in accordance with the Federal Arbitration Act and shall otherwise be governed by and construed in accordance with the domestic law of the State of California without the application of conflict of law principles as defined in Paragraph 4. Regardless of whether the Claim is adjudicated pursuant to the dispute resolution process in this Agreement or in a court of law.
13. MISCELLANEOUS LEGAL PROVISIONS:
  - a. Neither Herbalife nor I shall be liable for any incidental or consequential damages caused by breach, termination or suspension of this Agreement, whether or not the possibility of such damages is known by either Party, and no punitive or exemplary damages shall be awarded against either of us in any dispute against the other except as explicitly authorized by California statute.
  - b. This Agreement (including documents incorporated herein, in their then published form) constitutes the entire Agreement between Herbalife and me.
  - c. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision. However, if any portion of Paragraph 4 above relating to arbitration is found to be invalid, illegal or unenforceable, then either Party or Herbalife shall have the right, but not the obligation, to require that a Claim be resolved exclusively in a judicial proceeding in either the Superior Court or the United States District Court, both located in the County of Los Angeles, California, rather than through arbitration.
  - d. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 1:17-cv-23429-MGC-JG**

JEFF RODGERS, *et al.*,

Plaintiffs,

vs.

HERBALIFE, LTD., *et al.*,

Defendants.

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**DECLARATION OF ERIC ROBIN IN SUPPORT OF DEFENDANTS' MOTION TO  
TRANSFER VENUE TO THE CENTRAL  
DISTRICT OF CALIFORNIA PURSUANT TO 28 U.S.C. § 1404(A)**

I, Eric Robin, certify and declare as follows:

1. I am over the age of eighteen years, and am not a party to this action. I am a Senior Project Manager at Kurtzman Carson Consultants LLC ("KCC"), located at 3301 Kerner Blvd, San Rafael, California. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto.

2. KCC served as the settlement administrator in *Bostick v. Herbalife Int'l of America, Inc., et al.*, No. cv-13-02488 (C.D. Cal.). As a Senior Project Manager at KCC, I primarily oversaw the administration of the *Bostick* class action settlement.

3. After reviewing KCC's records pertaining to the *Bostick* class action settlement, I can confirm that Patricia Rodgers, Felix Valdez, and Izaar Valdez were each sent notice of the class action settlement, and none opted out.

Executed on December 7, 2017 in San Rafael, California.



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Eric Robin

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-23429-Civ-COOKE/GOODMAN

MICHAEL LAVIGNE, JENNIFER LAVIGNE,  
CODY PYLE, JENNIFER RIBALTA, JEFF  
RODGERS, PATRICIA RODGERS, et al.,

Plaintiffs,

vs.

HERBALIFE, LTD., HERBALIFE  
INTERNATIONAL, INC., et al.,

Defendants.

**ORDER ON DEFENDANTS' JOINT MOTION TO TRANSFER VENUE TO THE  
CENTRAL DISTRICT OF CALIFORNIA PURSUANT TO 28 U.S.C. § 1404(A)**

THIS MATTER is before the Court on the Defendants' Joint Motion to Transfer Venue to the Central District of California Pursuant to 28 U.S.C. §1404(A) [ECF No. 63], filed on December 14, 2017.

The Court, having reviewed the Motion and being fully advised in the premises, hereby **ORDERS AND ADJUDGES** as follows:

The Motion to Transfer is hereby granted. Any portion of this action that is not compelled to arbitration pursuant to the Defendants' Joint Motion to Compel Arbitration [ECF No. 62], if any, shall be transferred to the United States District Court for the Central District of California for such other and further proceedings as that Court may deem just and proper.

**DONE AND ORDERED** in Chambers, Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_  
201\_\_.

\_\_\_\_\_  
MARCIA G. COOKE  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
*Jonathan Goodman, U.S. Magistrate Judge*  
Counsel of record