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Defendants.

# UNITED STATES DISTRICT COURT DISTRICT OF UTAH, CENTRAL DIVISION

LIFEVANTAGE CORPORATION, a Colorado corporation,	
Plaintiff,	COMPLAINT AND JURY DEMAND
- VS —	
JASON DOMINGO, an individual and	Case No.
OVATION MARKETING GROUP, INC., a Nevada corporation,	Judge:

COMES NOW Plaintiff LifeVantage Corporation ("LifeVantage"), acting at the unanimous direction of its Board of Directors, and by and through counsel of record, and for cause of action against Defendants, alleges as follows:

#### NATURE OF ACTION

LifeVantage is a publicly traded international science-based nutraceutical 1. company headquartered in Sandy, Utah. With innovative products, its management team and independent distributors have made the company a remarkable success. From gross revenue in fiscal year 2010 of only \$10.9 million, it achieved more than \$208 million in annual sales by fiscal year 2013. It has paid its distributors more than \$91 million on an annual basis. Defendants, as LifeVantage's lead distributor, have been the largest beneficiaries of that success, earning more than \$2.6 million annually. Instead of supporting the company and its field of distributors to help them achieve even more success, Defendants have undertaken a campaign to undermine the company and lay the ground work to compete against it, using the position of prominence, influence and access to confidential information that LifeVantage provided. Defendants' actions violate their obligations to the company and more significantly have hurt the entire field of distributors by undermining the growth of LifeVantage. Had Defendants focused their efforts on the business and properly supported other distributors and not undermined the company, the company believes that it could have paid tens of millions of dollars more to its distributors. Instead, Domingo undermined the company among other distributors, causing discouragement and distractions from their efforts to build their business and the company subsequently missed its projected earnings with consequences to its shareholders. LifeVantage attempted to rein in Defendants' damaging campaign, but the promises Defendants made as recently as September 2013 to comply with their obligations were hollow. Shortly after promising to support the company, motivate others and build on the company's success, Defendants violated their confidentiality obligations and repeatedly attacked the company's

management to investors, employees and distributors—falsely and publically accusing management of "malfeasance" and "greed". Defendants' conduct, in breach of their agreements with the company, left the Board of Directors no alternative but to terminate Defendants and to bring this action.

#### **PARTIES**

- 2. LifeVantage is a Colorado corporation with its principal place of business in the State of Utah.
  - 3. Defendant Jason Domingo is an individual residing in the State of California.
- 4. Defendant Ovation Marketing Group, Inc. ("Ovation") is a Nevada corporation.

  Upon information and belief its principal place of business is located in the state of Nevada or California.

#### JURISDICTION AND VENUE

- 5. This action is between citizens of different states and the amount in controversy is over \$75,000. Therefore, this Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332.
- 6. Defendants have contracted and done extensive business with LifeVantage in the State of Utah, have committed tortious acts intended to and that have caused damage to LifeVantage in the State of Utah, and Defendants have engaged in unlawful actions directed at Utah residents with effects in the State of Utah. Therefore, venue in this district is appropriate pursuant to 28 U.S.C. § 1391, because a substantial part of the events underlying this action and the resulting harm and injury occurred in this district.

7. This Court has personal jurisdiction over each of the parties based on the above conduct and Defendants' extensive contacts with the state of Utah as alleged in this Complaint.

### **GENERAL ALLEGATIONS**

## LifeVantage's Business Model

- 8. LifeVantage is an international network marketing company that sells science based nutritional supplements and a skin care product with the help of independent contractors called distributors. LifeVantage distributors present for sale LifeVantage products, which the purchaser can buy from LifeVantage. LifeVantage distributors can also recruit and enroll others to become LifeVantage distributors.
- 9. Each LifeVantage distributor is a part of an organizational genealogical tree, consisting of the distributor, the individuals and entities enrolled below the distributor in the marketing organization, the individuals and entities enrolled below those individuals, and so on. The individuals enrolled below a distributor in his or her marketing organization are commonly referred to as the distributor's "downline."
- 10. Pursuant to the LifeVantage Compensation Plan, LifeVantage distributors earn commissions for the sales of LifeVantage products to customers they refer, as well as for the sales to customers referred by others in their downline.
- 11. The success of LifeVantage is dependent upon an engaged and motivated field of distributors who are committed to the company and its products. LifeVantage invests millions of dollars in commissions, in training and in motivating its distributors so that they will invest their time and efforts to promote the company and its products. Actions that undermine the confidence that the distributors have in the company and its products have potentially

devastating effects, both on the company and on other loyal distributors. To protect the company and its distributors LifeVantage includes in it Policies and Procedures, non-solicitation, non-disparagement and confidentiality provisions to which all distributors must and do agree.

- 12. So that distributors can monitor the success of their individual organizations and focus their efforts, LifeVantage generates Downline Activity Reports that contain information such as the identity of the distributors in each Downline, their positions, the commissions they earn, and their contact information. The information contained in LifeVantage Downline Activity Reports is highly confidential and is a proprietary trade secret owned exclusively by LifeVantage. This information is made available to LifeVantage distributors for use in their LifeVantage businesses through a password protected web site.
- 13. LifeVantage takes precautions to prevent the disclosure of this sensitive and proprietary information. For example, each LifeVantage distributor enters into a Distributor Agreement with LifeVantage in which the distributor agrees to protect the confidentiality of LifeVantage's confidential information. That agreement incorporates the LifeVantage Policies and Procedures, to which the distributor also agrees and which provide:

# 7.1 – Downline Activity (Genealogy Reports)

Downline Activity Reports are available for Independent Distributor access and viewing at LifeVantage's official website. Independent Distributor access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by LifeVantage. Downline Activity Reports are provided to Independent Distributors in strictest confidence and are made available to Independent Distributors for the sole purpose of assisting Independent Distributors in working with their respective Downline Organizations in the development of their LifeVantage Independent Distributorship. Independent Distributors should use their Downline Activity Reports to assist, motivate and train their Downline Independent Distributors and support their customers. The Independent Distributor and LifeVantage

acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, LifeVantage would not provide Downline Activity Reports to the Independent Distributor. An Independent Distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- 1) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- 2) Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- 3) Use the information to compete with LifeVantage or for any purpose other than promoting his or her LifeVantage Independent Distributorship;
- 4) Recruit or solicit any Independent Distributor, Preferred Customer or Direct Retail Customer of LifeVantage listed on any report, or in any manner attempt to influence or induce any Independent Distributor, Preferred Customer or Direct Retail Customer, to alter their business relationship with LifeVantage;
- 5) Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report. Upon demand by the Company, any current or former Independent Distributor will return the original and all copies of Downline Activity Reports to the Company; and
- 6) It is a violation of these Policies and Procedures for an Independent Distributor or a third party to access this data via reverse engineering, keystroke monitoring or by any other means.
- 14. LifeVantage distributors also agree to be bound by the following obligation of

## non-solicitation:

#### 6.1 – Non-Solicitation

During the term of the Agreement, an Independent Distributor shall not engage in any actual or attempted recruitment or enrollment of a LifeVantage Independent Distributor for other Network Marketing Ventures, either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of another Network Marketing Venture to any LifeVantage Independent Distributor or Customer, or implicitly or explicitly encouraging any LifeVantage Independent Distributor or Customer to join another Network Marketing Venture.

- 1) For a period of six (6) months following the Cancellation of an Independent Distributor's Agreement, the former Independent Distributor is strictly prohibited from recruiting any LifeVantage Independent Distributor, Preferred Customer or Direct Retail Customer for another Network Marketing Venture. By signing the Independent Distributor Application and Agreement, each Independent Distributor acknowledges and agrees that the Company is trying to protect legitimate business interests by this prohibition and such prohibition is reasonable in its scope and duration.
- 2) During the term of the Agreement, an Independent Distributor may not:
- a) Produce, offer or transfer any literature, tapes, CDs, DVDs or other promotional material of any nature for another Network Marketing Venture which is used by the Independent Distributor or any third person to recruit LifeVantage Independent Distributors, Preferred Customers or Direct Retail Customers for that Network Marketing Venture:
- b) Sell, offer to sell, or promote any competing non-LifeVantage products or services to LifeVantage Independent Distributors, Preferred Customers or Direct Retail Customers (any product in the same generic product category as a LifeVantage product is deemed to be competing (e.g., any nutritional supplement is in the same generic category as LifeVantage's nutritional supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content);
- c) Offer LifeVantage products or promote the LifeVantage Compensation Plan in conjunction with any non-LifeVantage products, services, business plan, opportunity or incentive; or
- d) Offer any non-LifeVantage products, services, business plan, opportunity or incentive at any LifeVantage meeting, seminar, launch, convention or other LifeVantage function, or immediately following such event.

#### 15. The term "Recruit" is defined as:

Recruit – means, for purposes of LifeVantage's Conflict of Interest Policy (Section 6), actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another, LifeVantage Independent Distributor or Customer, Direct or Retail, to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting

- even if the Independent Distributor's actions are in response to an inquiry made by another Independent Distributor or Customer.
- 16. LifeVantage distributors also agree to the following non-disparagement provision:

LifeVantage wants to provide its Independent Distributors with the best products, Compensation Plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Distributor Support Department. Independent Distributors should not, however, disparage, demean or make negative remarks about LifeVantage, other LifeVantage Independent Distributors, LifeVantage's products, the Compensation Plan, or LifeVantage's directors, officers or employees.

# Defendants' Position in LifeVantage

- 17. Defendant Jason Domingo is the "Lead" distributor in LifeVantage with a rank of "Pro10," which is the highest rank in the company. He conducts his LifeVantage business through his company, Ovation.
- 18. Ovation first entered into and agreed to LifeVantage's Distributor Agreement and Policies and Procedures on March 3, 2009, and on April 28, 2009 Ovation and Mr. Domingo again agreed to the Distributor Agreement and to be bound by that Agreement, its Terms and Conditions and the LifeVantage Policies and Procedures.
- 19. Due to their high position, Defendants have access to LifeVantage's confidential and proprietary information, including Downline Activity Reports for the entire company. This includes the names and contact information for all other LifeVantage distributors, as well as information about those distributors' business activities, compensation, and level of success in LifeVantage.
- 20. Defendants are also members of LifeVantage's Field Advisory Board ("FAB"). The FAB is a group of high-level LifeVantage distributors who meet regularly with representatives of LifeVantage to discuss LifeVantage's business plans and other issues that

might affect LifeVantage distributors. Members of the FAB receive LifeVantage's confidential plans and information and provide advice and feedback to LifeVantage. They also assist LifeVantage in explaining and promoting LifeVantage plans, programs, and policies to other distributors.

- 21. Members of the FAB have access to highly confidential information and trade secrets, including proprietary technical, scientific, strategic and commercial information. This information is shared and discussed in FAB meetings and in executing the FAB's functions within LifeVantage. Accordingly, members of the FAB, including Defendants, enter into an additional Confidentiality Agreement with LifeVantage.
  - 22. The Confidentiality Agreement defines "confidential information" as:

[A]ny information disclosed by LifeVantage or its Affiliates, or its or their directors, officers, agents and representatives relating to LifeVantage or its Affiliates, or any of its or their partners, collaborators, distributors, customers or agents, including any clinical or preclinical data, tangible and intangible information relating to chemical and biological materials, cell lines, samples of assay components. media and/or cell lines and procedures and formulations for producing any such assay components, media and/or cell lines, know-how, trade secrets, plans, business strategy, patent rights, licenses, suppliers, designs, processes, formulas. inventions manufacturing techniques, discoveries, and ideas, improvements, developments, product specifications, machinery, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data and plans, pricing and cost information, distributor, customer, manager, staff and supplier information and any other technical or business information.

#### 23. The Confidentiality Agreement provides that:

Confidentiality & Non-Use Obligations. For a period of five (5) years from the date of disclosure (the "Confidentiality Period"), Recipient shall hold secret and confidential any and all Confidential Information received by it hereunder and (i) shall use Confidential Information exclusively for the Purpose and not otherwise, (i) shall not, without the prior written consent of LifeVantage, disclose such Confidential Information to anyone,

except pursuant to Section 4 below, (iii) shall not use Confidential Information of LifeVantage for its own benefit (other than for the Purpose) or the benefit of any third party, including, without limitation, with respect to research, product development or patent filings, (iv) shall protect the confidentiality of the Confidential Information of LifeVantage using at least the same level of efforts and measures used to protect its own confidential information, and not less than commercially reasonable and customary efforts and measures, (v) shall not copy, reproduce or duplicate the Confidential Information except to the extent required for the Purpose, or as otherwise provided herein, and (vi) shall notify LifeVantage as promptly as practicable of any unauthorized use, disclosure or loss of the Confidential Information of LifeVantage. During the Confidentiality Period and thereafter, Recipient shall not use the Confidential Information for any purpose except in connection with the Purpose, or as otherwise specified in a separate instrument executed by the parties hereto.

24. The Confidentiality Agreement also recognizes that the damages resulting from a breach of the Agreement would be irreparable, and difficult, if not impossible to ascertain.

Therefore, the parties agreed that LifeVantage would be entitled to injunctive relief in the event of a breach:

Injunctive Relief/Specific Performance. The parties hereto acknowledge and agree that the extent of damages to LifeVantage in the event of a breach by Recipient of this Agreement would be difficult or impossible to ascertain and that there is and will be available to LifeVantage no adequate remedy at law in the event of such a breach. Consequently, the Recipient agrees that in the event of such a breach or threatened breach, LifeVantage shall be entitled, m addition to any other remedies (including damages), to specific performance of any or all of the covenants contained in this Agreement by an injunction or other equitable relief.

25. As the highest level distributors for LifeVantage, Defendants are also highly visible and well-known within LifeVantage and in the network marketing industry. As such, their conduct and statements have great influence within the company and among LifeVantage distributors, investors and employees.

26. Due to Defendants' access to LifeVantage's confidential information and their prominent position, they are in a unique position to damage LifeVantage if they violate their agreements by, for example, disparaging LifeVantage, disclosing LifeVantage's confidential information, or using their prominence and knowledge to unlawfully compete with LifeVantage.

#### Defendants' Unlawful Conduct

- 27. On September 24, 2013, LifeVantage's corporate representatives met with Mr. Domingo to discuss with him information LifeVantage had received that Mr. Domingo had been disparaging LifeVantage to investors and other LifeVantage distributors, and that he had been disclosing LifeVantage's confidential information and discussing with others using LifeVantage's confidential information to create a company to compete with LifeVantage in violation of his contractual obligations.
- 28. Mr. Domingo denied this conduct and promised LifeVantage that he had and would not publicly disparage management, that he would comply with his contractual obligations and that he would actively support the company, its products and management consistent with his prominent role as Lead Distributor..
- 29. Contrary to his representations, Mr. Domingo was, in fact, disparaging LifeVantage and laying the groundwork to create a competing company by undermining management. Mr. Domingo criticized management to distributors, employees and investors and included the implicit threat that if management was not thrown out he would leave the company and take other prominent and successful distributors and employees with him. These threats were made more credible by the fact that in a recent tender offer Domingo attempted to divest himself of more than 90% of his stock in LifeVantage.

- 30. Upon information and belief, Mr. Domingo told at least three prominent LifeVantage distributors that if he is unsuccessful in having the current LifeVantage President and Chief Executive Officer removed from his position, he and other distributors and corporate officers will leave LifeVantage to start his own competing company and at least implicitly invited them to join him. Upon information and belief, Mr. Domingo made these statements expecting that the distributors would follow him if he determined to leave the company and then recruit others from their LifeVantage organizations.
- 31. Because Mr. Domingo has access to distributor information for nearly all of LifeVantage's distributors, he can severely harm both LifeVantage and its distributors who refuse to violate their agreements to help him unlawfully compete with LifeVantage.
- 32. For example, if a distributor were asked but refused to join Mr. Domingo in a new company or to recruit others to do the same, he can simply target the most successful individuals and entities in that distributors' LifeVantage Downline to recruit them. That Defendants have access to such information and are in such positions of prominence makes such threats by them particularly damaging. Such threats by Defendants can decimate an organization.
- 33. Upon information and belief Mr. Domingo has also approached at least three LifeVantage employees to express his dissatisfaction with the company and to lay the ground work to start his own competing company or to induce them to follow him to another company.
- 34. Due to his prominent position with LifeVantage, Mr. Domingo knows that LifeVantage employees have entered into non-competition agreements with LifeVantage, which agreements would be breached if they competed with LifeVantage. These disparaging

statements and implicit and explicit threats have the intended effect of undermining the company in the eyes of employees and making them feel less secure in their affiliation with LifeVantage.

- 35. Mr. Domingo has also made disparaging comments about LifeVantage to investors, both current and prospective, in violation of his agreements. For example, on November 4, 2013, Mr. Domingo sent an email to Randy Haag, a prominent advisor to and investor in LifeVantage's stock. Mr. Domingo complained about the management of LifeVantage and stated that "there is no statement too strong that speaks to the malfeasance of this management team. Greed and ego has gripped my beautiful company by its throat."
- 36. Upon information and belief, Mr. Domingo continues to disparage the company and to unlawfully attempt to recruit from LifeVantage and to induce others to do the same in violation of their agreements with LifeVantage by laying the groundwork for a new company or by leading a mass defection to a competitor.
- 37. Upon information and belief, Defendants have also communicated LifeVantage's material inside confidential information to investors, both current and prospective, and to their advisors. Such information includes anticipated earnings and strategies and inaccurate information about LifeVantage's promotional efforts. Mr. Domingo's disclosure of confidential inside information and inaccurate information to persons active in the market for LifeVantage's stock may violate the securities laws of the United States but in all events it constitutes a breach of Defendants' confidentiality obligations to the company.

# FIRST CAUSE OF ACTION Breach of Contract

38. LifeVantage hereby reincorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth herein.

- 39. Defendants entered into a valid contract with LifeVantage when they agreed to the Distributor Agreement and its incorporated documents.
- 40. Defendants also entered into a valid contract with LifeVantage when they agreed to the Confidentiality Agreement in connection with their participation on the FAB.
- 41. These agreements imposed on Defendants, among other obligations, an obligation to maintain the confidentiality of LifeVantage's information, abide by the non-solicitation provisions in the agreements, and to refrain from disparaging LifeVantage.
- 42. Defendants breached their agreements with LifeVantage by, among other things, disclosing LifeVantage's confidential information, using LifeVantage's confidential information for unauthorized purposes (including laying the groundwork to compete with and to recruit from LifeVantage), unlawfully soliciting LifeVantage distributors and employees, and disparaging LifeVantage.
- 43. Defendants' breaches have caused, and will continue to cause, harm and damage to LifeVantage in an amount to be proven at trial but in all events in amounts substantially in excess of \$75,000.
- 44. If not enjoined, Defendants' continued conduct will cause LifeVantage irreparable harm in an amount that will be difficult or impossible to quantify.

# **SECOND CAUSE OF ACTION Misappropriation of Trade Secrets**

45. LifeVantage hereby reincorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth herein.

- 45. LifeVantage's Downline Activity Reports, the information shared with the FAB, nonpublic earnings information and other confidential information shared with Defendants constitutes a trade secret within the meaning of Utah Code § 13-24-2(4).
  - 46. This information has not been readily known or readily ascertainable.
- 47. This information derives independent economic value from not being generally known or readily ascertainable.
- 48. LifeVantage has made reasonable efforts to maintain the secrecy of this information including, without limitation, imposing contractual restrictions on its use and disclosure.
- 49. LifeVantage provided this information to Defendants subject to an express and implied duty not to disclose or use it for purposes other than to promote LifeVantage's business and as expressly permitted in the parties' agreements. LifeVantage provided such information to other distributors only subject to the same duty.
- 50. Defendants misappropriated LifeVantage's trade secrets by disclosing and using LifeVantage's trade secrets when they knew and/or had reason to know that the trade secrets were acquired by Defendants under circumstances giving rise to a duty to maintain their secrecy as set forth in the Distributor Agreement and the Confidentiality Agreement.
- 51. Defendants' misappropriation of LifeVantage's trade secrets was willful and malicious, as Defendants knowingly used LifeVantage's trade secrets in violation of their contractual obligations.
- 52. Defendants' misappropriation of trade secrets has caused damage to LifeVantage in an amount to be proven at trial.

53. If not enjoined, Defendants' continued conduct will cause LifeVantage irreparable harm in an amount that will be difficult or impossible to quantify

# THIRD CAUSE OF ACTION Temporary Restraining Order, Preliminary Injunction, and Permanent Injunctive Relief

- 54. LifeVantage hereby reincorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth herein.
- 55. As a result of Defendants' breaches of contract and misappropriation of LifeVantage's trade secrets as described above, LifeVantage has suffered irreparable harm and damage. Those damages are ongoing, and they cannot be adequately remedied by monetary compensation. Additional irreparable harm to LifeVantage caused by Defendants' continued unlawful conduct in attempting to raid LifeVantage's distributors, disclosing and misusing LifeVantage's confidential information, laying the groundwork to unlawfully compete and to cause other distributors and employees to leave LifeVantage is imminent absent an injunction preventing such harm.
  - 56. LifeVantage is likely to prevail on the merits of its action against Defendants.
- 57. The irreparable harm suffered by LifeVantage as a result of Defendants' actions exceeds any damages that Defendants will suffer as a result of the injunction sought by LifeVantage. LifeVantage only seeks to enforce the terms of agreements to which Defendants voluntarily agreed and from which they have profited handsomely. Defendants expressly recognized that their breaches of the Confidentiality Agreement would cause such harm.
  - 58. The injunction sought by LifeVantage is not contrary to the public interest.

- 59. Pursuant to Rule 65 of the Federal Rules of Civil Procedure, LifeVantage is entitled to an order of this Court temporarily, preliminarily, and permanently enjoining the Defendants from breaching their non-disparagement, non-solicitation and confidentiality agreements with LifeVantage, and from misappropriating LifeVantage's trade secrets.
- 60. LifeVantage is further entitled to an order requiring Defendants (a) to return to LifeVantage all documents in their possession containing any LifeVantage confidential or trade secret information and (b) after accounting to LifeVantage for all such information, to destroy any such information contained in any records they possess.
- 61. LifeVantage respectfully requests, as well, and for the reasons just cited, a permanent injunction pursuant to Utah Code § 13-24-3, which provides injunctive relief for "[a]ctual or threatened misappropriation" of trade secrets.

#### PRAYER FOR RELIEF

Wherefore, LifeVantage prays for relief as follows:

- 1. For all past and future costs, damages, losses, and harm suffered by LifeVantage as a result of the unlawful conduct and actions of Defendants as alleged above in an amount to be proven at trial or at the time judgment is requested;
  - 2. For temporary, preliminary, and permanent injunctive relief as follows:
    - a. That Defendants be prohibited from recruiting or soliciting any LifeVantage distributor, employee, or customer;
    - b. That Defendants be prohibited from disclosing or using any LifeVantage confidential information or trade secrets, that they account to LifeVantage

for all confidential information and trade secrets that they have received and that they return to LifeVantage all such information.

- 3. For all damages available under the Utah Trade Secrets Act, Utah Code § 13-24-1, et seq., including monetary damages, injunctive relief, and exemplary damages.
  - 4. For costs and attorney's fees incurred in bringing this action;
  - 5. For pre and post judgment interest; and
  - 6. For such other and further relief as the Court, in its discretion, deems appropriate.

    DATED this / day of November, 2013.

MANNING, CURTIS, BRADSHAW

& BEDWAR LLC

Brent V. Manning

Christopher M. Glauser

Timothy M. Considine

Attorneys for Plaintiff
LifeVantage Corporation

Plaintiff's Address:

9815 South Monroe Street, Suite 100 Sandy, Utah 84070

# **DEMAND FOR JURY TRIAL**

Plaintiff LifeVantage Corporation requests trial by jury of not less than 12 persons as to all issues triable to a jury in this matter.

DATED this \_\_\_\_\_\_ day of November, 2013.

MANNING, EURTIS, BRADSHAW

& BEDNAR LLC

Brent V. Manning

Christopher M. Glauser

Timothy M. Considine

Attorneys for Plaintiff

LifeVantage Corporation