UNITED STATES DISTRICT COURT DISTRICT OF MICHIGAN

D'ETTA FRIDAY, an individual, and **MARY GRACE JASMIN**, an individual, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

TOTAL LIFE CHANGES, LLC, a Michigan limited liability company,

Defendant.

COMPLAINT

PROPOSED CLASS ACTION

Demand for Jury Trial

Case No. 1:21-cv-10231

Plaintiffs D'Etta Friday and Mary Grace Jasmin hereby bring this action for damages and other relief against Defendant Total Life Changes, LLC ("TLC"), and hereby allege as follows:

INTRODUCTION

1. This consumer class action concerns deceptive and unfair business practices by TLC in the advertisement and sale of its raspberry flavored Iaso® Instant Tea (its "Raspberry Tea"). As set forth below, TLC wrongfully and unfairly deceived the public and its customers by misrepresenting that the Raspberry Tea contained "0.0% THC" (tetrahydrocannabinol, a Schedule One controlled

substance), when in fact the Raspberry Tea contains **at least** 0.875 mg of THC per serving, and may contain more.

- 2. TLC advises its customers to drink one serving of the Raspberry Tea per day. Over a thirty-day period, a customer following these instructions has consumed approximately 26.25 mg of THC—more THC than the customer would have consumed by ingesting two marijuana edibles over the same amount of time.
- 3. As a result of TLC's deceptive and unfair business practices, customers seeking to purchase lawful hemp-infused products have been tricked into ingesting THC, a federally illegal substance known to have physical and psychoactive effects. They would not have purchased the Raspberry Tea had they known of these effects and are entitled to a refund of the purchase price of this product.
- 4. In addition, TLC should be enjoined from advertising this product as THC-free, should recall its product to the extent it contains deceptive and inaccurate labels, and should issue warnings to its consumers and distributors informing them that consumers who have ingested this product are at risk of testing positive for THC in drug tests.
- 5. This suit also includes individual claims against TLC by Plaintiffs D'Etta Friday and Mary Grace Jasmin, both of whom lost their jobs after TLC's Raspberry Tea caused them to test positive for THC.

JURISDICTION & VENUE

- 6. This Court has subject matter jurisdiction over the class action claims pursuant to 28 U.S.C. §1332(d) because the matter in controversy exceeds the sum or value of \$5,000,000.00 exclusive of interest and costs, and is a class action in which any member of a class of plaintiffs is a citizen of a State different from any defendant.
- 7. Specifically, TLC is a Michigan entity whose primary place of business is in Michigan, and both Plaintiffs reside in other states.
- 8. TLC's gross revenue for 2019 was roughly \$120 million, and the company sells its products using a network of independent distributors, of which there were more than 50,000 operating in the United States in 2019 alone.
- 9. Upon information and belief, TLC's total revenues associated with the sale of the Raspberry Tea exceed \$5,000,000.00.
- 10. As set forth more fully below, Plaintiffs and the putative class members seek recovery of all money they spent purchasing the Raspberry Tea, in addition to injunctive relief. They also seek punitive damages. All told, Plaintiffs and the putative class seek well in excess of the \$5,000,000.00 jurisdictional minimum.
- 11. This Court also has subject matter jurisdiction over the individual claims under 28 U.S.C. §1332(a), because Plaintiffs reside in different states than

TLC and the amount in controversy for the individual claims exceeds \$75,000.

- 12. This Court has personal jurisdiction over TLC because TLC's principal place of business is located in Fair Haven, Michigan, and TLC is a Michigan limited liability company.
- 13. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because TLC resides in this district.
- 14. Additionally, by virtue of its terms and conditions, TLC has bound its consumers to litigate any dispute according to the laws of the State of Michigan.
- 15. Whenever this Complaint refers to any act or acts of TLC, the reference shall be deemed to mean that the directors, officers, employees, affiliates, or agents of TLC authorized such act while actively engaged in the management, direction, or control of the affairs of TLC.
- 16. D'Etta Friday is, and at all times relevant to this action, was, a resident of the State of North Carolina.
- 17. Mary Grace Jasmin is, and at all times relevant to this action, was, a resident of the State of Virginia.

FACTUAL BACKGROUND

THC and its Effects

18. Although "hemp" is derived from cannabis, a type of plant in the

Cannabaceae family, it is treated differently under the law. Under the Agriculture Improvement Act of 2018, Pub. L. 1150334 (the "2018 Farm Bill"), hemp-derived products containing less than 0.3% THC on a dry weight basis are no longer considered controlled substances under federal law.

- 19. Conversely, products containing higher levels of THC remain illegal federally, despite the fact that several states have legalized cannabis for medicinal purposes (and a handful have legalized it for recreational use).
- 20. Despite its illegality, cannabis (and, specifically, its primary psychoactive compound, THC) remains the second most commonly used psychotropic drug in the United States, according to the National Institute on Drug Abuse: https://www.drugabuse.gov/publications/drugfacts/marijuana.
- 21. On a short-term basis, THC over-activates specific parts of the brain to induce effects of a "high." These effects include altered perception, impaired body movement, difficulty thinking, impaired memory, hallucinations, and delusions. Consumers with schizophrenia may also experience worsened symptoms.
- 22. The long-term effects of THC use are less clear because the substance remains federally illegal. However, there is some evidence the drug may lower IQ, impede the formation of certain connections in the brain, and decrease cognitive function—and these changes may persist even after one stops consuming THC.

- 23. Consumption of THC can also increase one's heart rate, may affect child development in pregnant women, and can cause vomiting, nausea, and diarrhea. Exposure to THC can also result in an enhanced addiction response when consumers are later exposed to other addictive substances.
- 24. Additionally, between 9% and 30% of those who use cannabis may develop some form of marijuana use disorder.
- 25. In short, consumption of THC is linked to a number of harmful effects, and the majority of American consumers make the choice not to ingest THC in any form.
- 26. Eleven states (Arizona, Delaware, Georgia, Indiana, Iowa, Michigan, Oklahoma, Rhode Island, South Dakota, Utah, and Wisconsin) have zero-tolerance driving laws for THC in the bloodstream, meaning that the presence of **any** amount of THC in a driver's bloodstream will support a charge for driving while impaired ("DWI" or "DUI"). Six more states (Illinois, Montana, Nevada, Ohio, Pennsylvania, and Washington) have specific *per se* limits beyond which a person is considered to be impaired as a matter of law. These limits range from 1 nanogram to 5 nanograms.
- 27. Several other government agencies use drug tests to ensure compliance or to confirm eligibility for certain programs. Drug testing is ordinarily a condition of release for prisoners on parole, for example, and a requirement for reunification

in parental rights proceedings.

- 28. A number of industries and employers require employees to submit to regular drug testing as a condition of employment. For example, in 1991, Congress enacted the Omnibus Transportation Employee Testing Act (the "OTETA"), which requires employers subject to Department of Transportation ("DOT") regulations to conduct drug and alcohol testing. DOT employers are also required to keep records of positive drug test results for five years, and to provide prospective new employers with positive drug test results. Most major DOT employers will not, as a matter of company policy, hire an employee with a failed drug test in their record—especially a recent one.
- 29. Even where drug testing is not federally mandated, however, numerous employers utilize it to ensure that employees are not impaired while working. This method is particularly problematic, however, when it comes to testing for impairment related to cannabis.
- 30. Because THC is fat-soluble, it can remain in the blood for days after consumption, and urine tests can yield positive THC results for weeks—long after any effects caused by the THC "high" would have passed. By way of contrast, a number of other controlled substances (such as cocaine) are only detectable in urine for a week or less.

- 31. As a result, a person who consumes THC is at risk of negative health consequences, receiving a DWI, losing eligibility for certain benefits and/or services, spending time in prison, losing parental rights, getting fired, and/or losing their job or (depending on the industry) license.
 - 32. TLC's consumers, however, incurred all of these risks unknowingly.

TLC and its Products

- 33. Founded in 2002, TLC is a multi-level marketing company ("MLM") that primarily sells vitamins and supplements, touted to provide a number of health benefits.
- 34. TLC's products are branded through national marketing and advertising campaigns. Product information and brochures are then distributed to a network of independent consultants, which TLC calls "Life Changers," who then sell the product to consumers. To become a Life Changer, an individual must pay \$49.95 for a "Business Starter Kit."
- 35. Upon information and belief, Life Changers are not required to undergo any training or education prior to selling TLC products.
- 36. Life Changers are neither required nor expected to have a background in health sciences or nutrition.
 - 37. Upon information and belief, TLC makes no effort to audit or review

representations made by the Life Changers who are authorized to sell products on its behalf, nor does it provide training to Life Changers to ensure that statements about its products are accurate.

- 38. Life Changers are classified by TLC as independent contractors.
- 39. However, in the absence of any prerequisite industry experience or specialization, or sales experience, Life Changers must rely on TLC to provide them with marketing and advertising materials for its products. In fact, they are required to do so.
- 40. Per TLC's policy, Life Changers "should only use the sales aids and support materials produced by TLC" because TLC has "carefully designed [its] products, product labels . . . and promotional materials to ensure that the presentation of each aspect of TLC is professional, fair, truthful, substantiated, accurately presented and in compliance with applicable laws or regulations." [Exhibit A at 7.1.]
- 41. TLC further reserves the right to edit or discontinue any previously approved materials, giving it the authority to recall any and all advertisements, as needed, to protect consumers.
- 42. Life Changers are not permitted to sell products on third-party websites, including Amazon and eBay.
 - 43. TLC, on the other hand, operates its own Amazon.com store:

https://www.amazon.com/stores/page/109706B5-37CC-4F3F-9DD2-1BB4730837F1.

- 44. TLC offers consumers a thirty-day refund for products purchased directly from its website or from one of its Life Changers. Products purchased from third-party marketplaces (including Amazon), however, are not eligible for refund.
- 45. One of TLC's flagship products is its Iaso® Detox Tea, about which TLC makes numerous health claims (which it cautions in the fine print are not FDA-approved claims):

Tea That Takes the Pounds Down

A world-famous all-natural cleansing drink. Popular benefits of this detox formula include weight loss & weight management, a boost in energy, mental clarity, improved skin, and a gentle cleansing of your intestines and internal organs.* Drink 2 ½ cups a day and lose up to 5lbs in 5 days.*

The original Iaso® Tea is powered by a unique blend of nine essential herbs designed to cleanse the upper and lower intestines thus ridding the body of harmful toxins.

- 46. The ingredients in this product include persimmon leaves, holy thistle, malva leaves, marsh mallow, blessed thistle, papaya, myrrh, chamomile, and ginger.
- 47. After achieving success selling its Iaso® Tea, TLC next branched out to offer Iaso® Instant Tea, which allows consumers to "[e]njoy the detox benefits of the original Iaso® Tea in an all-natural instant formula." [Exhibit B.] Unlike the original Iaso® Tea, this product does not need to be brewed; consumers simply empty a packet into 16.9 oz of water.

- 48. The active ingredients of the Iaso® Instant Tea are: dextrin, cassia angustifolia extract, carica papaya extract, and matricaria chamomilla extract—a significant departure from those contained in the original Iaso® Tea, despite the fact that it purports to offer the same benefits.
- 49. In 2020, TLC began offering a third generation of its Iaso® Tea line: CBD-infused tea. This line included two products: a lemon instant tea (the "Lemon Tea") and the Raspberry Tea.
- 50. Though both purport to contain hemp-derived CBD, the advertising and labeling for these two products is different in several critical ways.
- 51. The Lemon Tea purports to contain "100 mg of agricultural full-spectrum hemp extract grown in Colorado." [Exhibit C.] A disclaimer that appears both in the brochure for this product and on the TLC website contains the following: "Hemp oil extract products utilize a Full Spectrum Hemp Extract, which may contain trace amounts of naturally occurring tetrahydrocannabinol (THC). We are below the Federal Legal Limit and have no more than 0.3% THC by dryweight."
- 52. Additionally, on the product page for its Lemon Tea, TLC cautions: "Most drug tests targeting THC will not detect its presence, however, it is recommended that you first verify with your employer or licensing agency for any approval needed prior to using any product containing hemp-based ingredients."

- 53. Neither the label nor the advertising for the Lemon Tea, therefore, includes a claim that the product is THC-free. The same cannot be said for the Raspberry Tea.
- 54. Unlike the Lemon Tea, the Raspberry Tea purports to contain not **full**-spectrum CBD, but **broad**-spectrum CBD. The packaging containing the Raspberry Tea advertises that it contains: "0.0% THC." [See Exhibit D.] Both the graphic on the fact sheet [Id.] and other product advertisement graphics [Exhibit E] include a label proclaiming the product as "THC FREE." There are no warnings about THC content either on the fact sheet or on the product page for the Raspberry Tea. Additionally, there is no reference to employer drug testing.



- 55. On the contrary, the fact sheet assures consumers: "When the hemp is processed, the entire plant is utilized like full-spectrum hemp, but the key difference is 100% of the THC is removed, making the product free of any illegal substances. Our hemp is laboratory tested, certified for quality, and contains 0% THC." [Exhibit D.]
- 56. A disclaimer that appears at the bottom of the document further reads, "Total Life Changes, LLC Iaso® Instant Tea utilizes a Broad Spectrum Hemp Extract which contains 0.0% total THC as evidenced through independent laboratory tests."
- 57. Any Life Changer who makes representations to consumers, therefore, that the Raspberry Tea contains 0.0% THC, does so consistent with TLC's own representations, labels, and advertising to the same effect.
- 58. TLC had notice that the Raspberry Tea contained THC on or before May 22, 2020, when a user named "Brittany" posted a complaint to the Better Business Bureau ("BBB") website, stating, "The raspberry lemonade which clearly states 0.0% THC HAS THC in it! which caused me to fail a DOT Drug test and lose my job! This company is disgusting and when you call to speak with someone No one answers nor calls you back!" [Exhibit F.]
 - 59. TLC responded to this complaint on May 26, 2020: "Hello Brittany,

We apologize this happened to you. Our Broad-Spectrum Hemp Extract with 0% laboratory certified THC content, over 100 phytonutrients, and over 12.5 mg of CBD per serving. Please review this certificate of analysis for more information: https://totallifechanges.zendesk.com/hc/en-us/articles/360043143074-Iaso-Tea-Instant-with-Broad-Spectrum-Hemp-Extract Thank you"

- 60. The webpage referenced in TLC's response to the BBB complaint has since been taken down.
- 61. Despite receiving consumer reports that the Raspberry Tea did, in fact, contain THC, TLC continued to advertise and sell it to unsuspecting customers as being THC-free.
- 62. Upon information and belief, TLC did not undertake any additional testing or quality control to ensure that its product was THC-free as a result of these consumer complaints.
- 63. As of the date of this filing, although the Raspberry Tea does not appear on the general consumer-facing website, it still appears as a product available for purchase on the TLC-sanctioned Life Changer websites, as well as on third-party platforms such as Amazon and eBay. The Life Changer websites include all of the same claims that the product contains 0.0% THC.
 - 64. As of the date of this filing, TLC has not issued any recalls of the

Raspberry Tea or made any efforts to inform consumers that the product contains THC, nor has it made any statements to its Life Changers directing them to stop selling the product, or to stop advertising it as THC-free.

65. Instead, it has quietly removed the fact sheet for the Raspberry Tea from its website and delisted it for sale.

Plaintiff D'Etta Friday

- 66. D'Etta Friday is a diabetic mother of two, who first purchased the Raspberry Tea to help her achieve her weight loss goals.
- 67. In or around June of 2020, Ms. Friday met a Life Changer for TLC, who told her about TLC's Iaso® tea products and their attendant benefits.
- 68. At the time, Ms. Friday worked for Commscope in manufacturing support. She knew that as a part of her job she was subject to regular drug screenings. Additionally, she had never consumed an illegal substance in her life. It was extremely important to her to know that the product contained no THC whatsoever. Otherwise, both her job and her moral convictions would be in jeopardy.
- 69. TLC's Life Changer assured Ms. Friday that the product was THC-free, explaining that while the Lemon Tea contained trace amounts of THC, the Raspberry Tea did not.
 - 70. Based on these representations, Ms. Friday ordered the Raspberry Tea

from the Life Changer.

- 71. When her order arrived, she carefully checked the packaging, labels, and ingredients to confirm that the product did not contain THC before beginning to drink it.
- 72. After approximately two weeks of drinking the Raspberry Tea, Ms. Friday injured her hand while at work and initiated a worker's compensation claim with her employer.
- 73. As part of Commscope's standard operating procedure, it requires employees to submit to a drug test when making a worker's compensation claim.
- 74. Ms. Friday made the arrangements herself. She contacted the testing company and scheduled the appointment. She notified her employer of the date/time and got approval for the test. She drove herself to the testing facility and provided a urine sample for analysis—all completely unaware that she would test positive.
- 75. She was subsequently stunned when her employer then contacted her to inform her that she had failed the drug test due to the presence of THC in her urine.
- 76. Prior to failing the drug test, Ms. Friday had been an exemplary employee.
 - 77. During her (roughly) two-and-a-half years with Commscope, she had

never once been issued a verbal or written warning.

- 78. On the contrary, she received an award in early 2020 for her teamwork and work ethic.
- 79. When Ms. Friday first began working for Commscope she was making \$14.00 per hour in the company's shipping and receiving department. At the time of the drug test, she was making \$20.00 per hour—a rapid increase that reflects her commitment to the company. She regularly worked overtime, averaging between 50 and 60 hours a week for the duration of her employment.
- 80. Yet, as a result of the failed drug test, Ms. Friday was fired from her job in the midst of the global COVID-19 pandemic. She did not receive worker's compensation for her injured hand. She lost her benefits, including health insurance. She did not receive a severance package.
- 81. Since that time, she has been unable to secure additional employment. The household (which includes Ms. Friday, her two daughters, and her fiancé) has had to subsist entirely on her fiancé's income and her unemployment benefits, which together total roughly half of what the household was earning before Ms. Friday was fired.

Plaintiff Mary Grace Jasmin

82. Mary Grace Jasmin's story bears tragic similarities to Ms. Friday's.

- 83. In addition to herself, Ms. Jasmin provides for and supports her 85-year-old father.
- 84. On or about August 24, 2020, Ms. Jasmin was approached by a TLC Life Changer, who told her about the potential weight loss benefits associated with the Raspberry Tea.
- 85. At the time, Ms. Jasmin worked as a flight attendant for Endeavor Air, a company subject to OTETA drug testing requirements. Ms. Jasmin knew that she would lose her job if she consumed products containing THC. She specifically asked the Life Changer whether the TLC products contained THC.
- 86. The Life Changer assured Ms. Jasmin that the Raspberry Tea was THC-free, and provided her with links to TLC's advertising and promotional materials about the product. These confirmed that the product, in fact, contained 0.0% THC.
- 87. Relying upon these representations, Ms. Jasmin ordered the Raspberry Tea.
- 88. She began consuming the Raspberry Tea daily, as TLC recommends. Roughly one month later, on September 15, 2020, Endeavor Air notified Ms. Jasmin that she was being subjected to a random drug test.
 - 89. Ms. Jasmin supplied a urine sample as instructed.
 - 90. She was subsequently shocked when she received a call from Endeavor

Air, notifying her that she had failed the drug test and that testers had found the presence of THC in her urine.

- 91. Ms. Jasmin had never consumed illegal drugs in her life.
- 92. Ms. Jasmin requested that the sample be retested; it was. Once again, the test showed the presence of THC in her urine.
- 93. At this point, Ms. Jasmin reviewed everything she had consumed in the weeks leading up to the test. The only new addition was the Raspberry Tea.
- 94. Ms. Jasmin was desperate to prove she had not, in fact, consumed the illegal substance. She stopped drinking the Raspberry Tea altogether. On October 6, 2020, she reported to her family practitioner and provided a urine sample for analysis. Then she prepared and consumed two packets of the Raspberry Tea, waited two hours (all at her doctor's office), and then supplied a second urine sample.
 - 95. The first sample was negative for THC. The second was positive.
- 96. Despite this result, Endeavor Air terminated Ms. Jasmin on October 27,2020 for failing her drug test of September 15.
- 97. Prior to that date, Ms. Jasmin had been an exemplary employee. She had never been issued a verbal or written warning. When she was fired, Ms. Jasmin not only lost her benefits and her income, but she also lost her career.
 - 98. Because of the DOT's reporting requirements, Endeavor Air is

obligated to report the results of Ms. Jasmin's drug test to any future prospective employers. Ms. Jasmin has been actively seeking employment since the date of her termination, but despite her otherwise immaculate record as a flight attendant, she has not been able to and will likely not be able to find a new job in this industry.

- 99. Since her termination, Ms. Jasmin has been depleting her savings to support herself and her father. Soon, however, those funds will be entirely exhausted.
- 100. Ms. Friday and Ms. Jasmin would not have purchased TLC's Raspberry Tea had they known that it contained THC.
- 101. As a result of TLC's misrepresentations, Plaintiffs and all putative class members who purchased the Raspberry Tea were injured and lost money.

CLASS ACTION ALLEGATIONS

102. Plaintiffs bring this class action pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure and seek certification of the class identified below.

The Definition of Proposed Class

103. Plaintiffs bring this class action on behalf of the following national class (the "Class" or "National Class"):

All persons who purchased the Raspberry Tea from any retail outlet or Life Changer in the United States after January 1, 2020, or who resided in the United States at the time they made online purchases of the Raspberry Tea after January 1, 2020. Excluded from the National Class

are TLC, its officers and directors at all relevant times, members of TLC's immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which TLC has or had a controlling interest.

104. Plaintiffs reserve the right to amend or modify the National Class definition in connection with a Motion for Class Certification or as the result of discovery.

The Size of the Proposed Class

- 105. Plaintiffs do not currently know the exact size of the proposed Class.
- 106. However, Plaintiffs are aware that the members of the National Class are so numerous that joinder of the individual members of the proposed National Class (the "Class Members") is impracticable. On information and belief, the National Class includes tens of thousands of people geographically dispersed throughout the country. The number and identities of Class Members are unknown to Plaintiffs, but can be ascertained through discovery, including into retailers' records of sales, and published notice.

The Adequacy of Representation by the National Class Representatives

107. Plaintiffs will fairly and adequately protect the interests of the National Class. Plaintiffs have no interests adverse to the interests of the National Class and have retained counsel with experience in the prosecution of class actions and

complex litigation, including consumer litigation, and who will vigorously prosecute this action.

The Common Questions of Law and Fact

- 108. Questions of law or fact common to the National Class exist as to Plaintiffs and all National Class Members, and these common questions predominate over any questions affecting only individual National Class Members. Among the common questions of law and fact are the following:
 - a. Whether there is THC in the Raspberry Tea.
 - b. Whether TLC misrepresented that the Raspberry Tea contains no THC.
 - c. Whether TLC's representations about the THC content in the Raspberry Tea were false, misleading, or likely to deceive.
 - d. Whether TLC misrepresented that the Raspberry Tea has characteristics, uses, or benefits that they do and did not have.
 - e. Whether the existence of THC in the Raspberry Tea is a material fact to consumers.
 - f. What is the amount of restitution and/or measure of damages to award to Plaintiffs and the National Class.

The Typicality of Claims of the National Class Representatives

109. Plaintiffs do not anticipate any difficulties in the management of this

action as a class action. The National Class is ascertainable and there is a well-defined community of interests in the questions of law and fact alleged because the rights of each Class Member were infringed or violated in similar fashion based upon TLC's misconduct. Notice can be provided through records and publication, the cost of which is properly imposed upon TLC.

- 110. TLC engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs and the Class Members. Common questions of law and fact predominate over any individual questions that may arise.
- 111. The injuries sustained by Plaintiffs and the National Class Members flow, in each instance, from a common nucleus of operative facts—*i.e.*, TLC's misrepresentation of the Raspberry Tea in its product packaging, on its website, and in its fact sheet.
- 112. Plaintiffs' claims are typical of the claims of the Classes they seek to represent. TLC's uniform, material misrepresentations and omissions and its use of unfair and deceptive business practices in the marketing and sale of its Raspberry Tea apply equally to Plaintiffs and all Class Members. Moreover, the defenses, if any, that will be asserted against Plaintiffs' claims are typical of the defenses, if any, that will be asserted against the Class Members' claims.

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The Nature of the Notice to the Proposed Class

113. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. The vast majority of the names and contact information for the Class Members is likely available from TLC or its Life Changers. To the extent possible, Plaintiffs contemplate providing notice or notices to the Class, as approved by the Court, to be delivered through the United States Mail or as otherwise directed. In the alternative or in connection with mailed notices, Plaintiffs may utilize paid advertising notices online or in media likely to draw the attention of Class Members, e.g., specialty magazines. The notice or notices shall, among other things, advise the Class that they shall be entitled to "opt out" of the Class if they so request by a date specified within the notice, and that any judgment, whether favorable or not, entered in this case will bind all Class Members except those who affirmatively exclude themselves by timely opting out.

The Additional Matters Pertinent to the Findings as Provided by Fed. R. Civ. P. 23(b)(3)

114. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, and individual joinder of all Class Members is impracticable, if not impossible, because the massive number of Class Members are scattered throughout the United States. Moreover, the cost to the court

system of such individualized litigation would be substantial. Individualized litigation would likewise present the potential for inconsistent or contradictory judgments and would result in significant delay and expense to all parties and courts hearing virtually identical lawsuits. By contrast, conducting this action as a class action would present fewer management difficulties, conserve the resources of the parties and the courts, and protect the rights of each Class Member and maximize their recovery.

115. TLC has acted on grounds generally applicable to the entirety of the Class, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a whole.

FIRST CAUSE OF ACTION

(Violations of the Michigan Consumer Protection Act, M.C.L. §§445.901 *et seq.*, Asserted by Plaintiffs Individually and on Behalf of the National Class)

- 116. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 117. At all times relevant to this action, TLC was engaged in trade and/or commerce.
- 118. TLC has violated and continues to violate M.C.L. §445.903 in that it has represented and is representing that the Raspberry Tea has certification, approval, performance characteristics, accessories, uses, or benefits it does not have.

- 119. Additionally, TLC has violated and continues to violate M.C.L. §445.903 in that it has represented and is representing that the Raspberry Tea is of a particular standard, quality, or grade, when it is of another.
- 120. Additionally, TLC has violated and continues to violate M.C.L. §445.903 in that it has failed to reveal a material fact about the Raspberry Tea—the presence of THC—the omission of which tends to mislead or deceive consumers, and which fact could not reasonably be known by consumers.
- 121. Additionally, TLC has violated and continues to violate M.C.L. §445.903 in that it has represented and continues to represent a statement of fact material to the transaction (that the Raspberry Tea is THC-free), such that consumers reasonably believe the represented or suggested state of affairs to be other than it actually is.
- 122. By claiming that the Raspberry Tea contains 0.0% THC, and/or is THC-free, when the Raspberry Tea contains THC, TLC has violated and continues to violate M.C.L. §§445.901 *et seq*.
- 123. In making the representations described herein, TLC knew and should have known that its representations were untrue and misleading, in violation of M.C.L. §§445.901 *et seq*.
 - 124. TLC's misrepresentations are a material reason Plaintiffs and the

National Class Members purchased the Raspberry Tea.

125. As a result of TLC's materially false and misleading misrepresentations about the Raspberry Tea, Plaintiffs and the National Class Members have been harmed.

SECOND CAUSE OF ACTION rranty Asserted by Plaintiffs Individually and on

(Breach of Warranty, Asserted by Plaintiffs Individually and on Behalf of the National Class)

- 126. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 127. TLC promised to consumers, on its product packaging, labels, promotional materials, and information sheets, that the Raspberry Tea had certain characteristics or would meet certain standards; namely, that it contained 0.0% THC.
- 128. Additionally, TLC's description of the Raspberry Tea available on all product packaging, labels, promotional materials, and information sheets, represented that it did not contain any THC.
- 129. This promise and/or description became part of the basis for the bargain.
- 130. The Raspberry Tea did not conform to this promise, in that it contained THC.
 - 131. As a result of this breach of warranty, Plaintiffs and the National Class

Members ingested harmful illegal substances they would not otherwise have consumed.

- 132. Plaintiff and the National Class Members have suffered injury in fact and have lost money and property as a result of TLC's unlawful and unfair practices, in that, among other things, TLC's misrepresentations are a material reason that Plaintiffs and the National Class Members purchased the Raspberry Tea and paid the price that they paid.
- 133. Plaintiffs relied on TLC's representations about the THC content in the Raspberry Tea in deciding to purchase the product, and Plaintiffs would not have purchased the Raspberry Tea had they been aware of the actual THC content.

THIRD CAUSE OF ACTION (Strict Products Liability: Failure to Warn; Asserted by Plaintiffs Individually)

- 134. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 135. TLC is both a seller and manufacturer of the Raspberry Tea within the definition of M.C.L. §600.2947.
- 136. At all times relevant to this action, TLC knew or should have known that there was a risk of harm associated with the ingestion of THC based on the scientific, technical, or medical information then reasonably available.

- 137. TLC had, in fact, provided warnings related to the consumption of its product with respect to the Lemon Tea, demonstrating that it was aware of the material risks associated with THC consumption.
- 138. Nevertheless, TLC provided Plaintiffs with no warnings of the risks that the product could contain THC, instead specifically asserting the product did **not** contain THC.
- 139. TLC additionally provided no warnings of the material risk that consumption of the Raspberry Tea could cause Plaintiffs to fail drug tests.
- 140. As a result of this failure to warn, Plaintiffs ingested THC, a controlled substance, and were damaged.
- 141. As a further result of this failure to warn, Plaintiffs failed drug tests, costing them their jobs, and possibly their careers.
- 142. This has resulted in damages, including lost wages, loss of future earning capacity, emotional distress, medical bills, loss of reputation, and loss of goodwill.

FOURTH CAUSE OF ACTION (Strict Products Liability: Manufacturing Defect; Asserted by Plaintiffs Individually)

143. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.

- 144. TLC is both a seller and manufacturer of the Raspberry Tea within the definition of M.C.L. §600.2947.
- 145. The Raspberry Tea received by Plaintiffs was defective and/or unreasonably dangerous when it was designed, manufactured, and/or sold by TLC, in that it contained THC.
 - 146. This was true of the Raspberry Tea at the time it left TLC's control.
- 147. It was technically and practically feasible to design and/or manufacture the Raspberry Tea so that it did not contain THC.
- 148. Had the Raspberry Tea not contained THC, Plaintiffs would not have been injured.
- 149. As a result of the presence of THC in the Raspberry Tea, Plaintiffs were injured.

FIFTH CAUSE OF ACTION (Negligent Failure to Warn; Asserted by Plaintiffs Individually)

- 150. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 151. TLC owed Plaintiffs a duty of care to warn them of material risks associated with consuming THC in the Raspberry Tea.
- 152. TLC breached this duty by failing to warn Plaintiffs of those risks, and by misrepresenting that the Raspberry Tea did not contain THC.

- 153. As a result of this breach, Plaintiffs suffered damages, including medical bills, lost wages, loss of future earning capacity, emotional distress, reputational harm, and loss of goodwill.
- 154. It was reasonably foreseeable to TLC that Plaintiffs would suffer such damages as a result of unknowingly consuming a controlled substance.

SIXTH CAUSE OF ACTION (Negligent Manufacture; Asserted by Plaintiffs Individually)

- 155. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
 - 156. TLC is both a seller and manufacturer of the Raspberry Tea.
- 157. TLC owed Plaintiffs a duty of care to manufacture the Raspberry Tea in accordance with its 0.0% THC specifications.
- 158. TLC failed to act reasonably to manufacture, test, and/or implement quality control measures to ensure that the Raspberry Tea was manufactured correctly.
- 159. As a result of TLC's failure to act as a reasonable manufacturer, it produced and sold Raspberry Tea that contained THC.
- 160. Plaintiffs suffered damages as a result, including medical bills, loss of wages, loss of future earning capacity, emotional distress, reputational harm, and loss of goodwill.

161. It was reasonably foreseeable to TLC that Plaintiffs would suffer such damages as a result of unknowingly consuming a controlled substance.

SEVENTH CAUSE OF ACTION (Negligent Misrepresentation; Asserted by Plaintiffs Individually)

- 162. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 163. TLC owed Plaintiffs, its customers, a duty of care not to misrepresent facts and characteristics of its products.
- 164. TLC represented that the Raspberry Tea contained 0.0% THC and was THC-free. These representations were false.
- 165. In making these false representations to Plaintiffs, TLC failed to exercise due care.
- 166. TLC's misrepresentations were material, in that Plaintiffs would not have purchased the Raspberry Tea if they had known the product contained THC.
- 167. Justifiably relying on TLC's misrepresentations, Plaintiffs purchased the Raspberry Tea, resulting in damages and causing them to ingest harmful illegal substances.

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EIGHTH CAUSE OF ACTION (Innocent Misrepresentation; Asserted by Plaintiffs Individually and on

Behalf of the National Class)

- 168. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 169. TLC represented that the Raspberry Tea contained 0.0% THC and was THC-free. These representations were false when they were made, as the Raspberry Tea contained THC.
- 170. The representations were material, in that Plaintiffs and all National Class Members would not have purchased the Raspberry Tea if they had known the product contained THC.
- 171. The representations were made in connection with making a contract between Plaintiffs and all National Class Members on the one hand and TLC on the other hand: namely, the sale of Raspberry Tea by TLC to Plaintiffs and all National Class Members.
- 172. Plaintiffs and all National Class Members would not have purchased the Raspberry Tea if not for TLC's representations that it was THC-free.
- 173. As a result of purchasing the Raspberry Tea, Plaintiffs and all National Class Members lost money equivalent to the purchase price of the Raspberry Tea.
 - 174. These losses benefitted TLC, as TLC profited off the sale of the

Raspberry Tea to Plaintiffs and all National Class Members.

NINTH CAUSE OF ACTION (Intentional Misrepresentation; Asserted by Plaintiffs Individually)

- 175. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.
- 176. TLC represented that the Raspberry Tea contained 0.0% THC and was THC-free. These representations were false when they were made, as the Raspberry Tea contained THC.
- 177. TLC either knew these representations were false, or else made them recklessly:
 - a. TLC was aware that consumers reported the Raspberry Tea had caused them to fail drug tests;
 - b. At no point did TLC employ quality control measures or testing to ensure that the Raspberry Tea was THC-free. Had TLC tested its products, it would have known that the Raspberry Tea contained THC; and
 - c. Once TLC became aware that the Raspberry Tea contained THC, it de-published the fact sheet and stopped selling the product on its main website, but did not direct its Life Changers to stop making representations about THC content, stop selling the Raspberry Tea,

or stop advertising the Raspberry Tea as THC-free, and continued to offer it for sale on Life Changer websites.

- 178. TLC made these representations to Plaintiffs with the intent that they rely on said representations to purchase the Raspberry Tea.
- 179. As a result of their reliance, Plaintiffs purchased the Raspberry Tea, and incurred damages, including medical bills, emotional distress, loss of wages, loss of future earning capacity, reputational damage, and loss of goodwill.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and all Class Members pray that the Court:

- A. Certify this action as a class action;
- B. Award all actual, direct, incidental, statutory, consequential, punitive, and exemplary damages to be determined at trial;
- C. Grant appropriate injunctive and/or declaratory relief, including restitutionary relief;
 - D. Award pre- and post-judgment interest;

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- E. Award attorney's fees and costs of suit; and
- F. Award such other and further relief the Court deems appropriate.

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JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

DATED: February 1, 2021 s/ Karl S. Kronenberger

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Exhibit A



UNITED STATES

POLICIES & PROCEDURES

JUNE 18, 2019

Total Life Changes, LLC ("TLC") is a direct sales company dedicated to providing quality products and services promoted through your home-based business. We pride ourselves on our integrity in dealing with our independent distributors and customers will continue to do so. We provide a compensation plan based on sales of our products to end-users and those of you who wish to help us promote and sell our products can be rewarded under that plan. TLC does not require, nor do we tolerate "inventory loading" and you will never be forced to make large purchases. All Independent Distributors or Life Changers (LC's) as we refer to them, must agree to conduct themselves with the utmost honesty and integrity in the promotion of their independent TLC distributorship. This includes abiding by the terms and conditions of the Independent Distributor Agreement, the Policies and Procedures listed below and fulfilling the requirements and qualifications of the Compensation Plan as they exist now and as they may be amended from time to time.

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SECTION 1

Introduction

1.1 Purpose

Total Life Changes, LLC has developed these Policies and Procedures, which may sometimes be referred to as the Distributor Manual, to guide its Independent Life Changers (LC's) in the successful promotion of Total Life Changes products and services. These Policies and Procedures will help provide the following benefits:

- 1. Protect the rights of all Independent Life Changers by providing guidelines and a framework within which each Independent LC may work in an ethical, effective and secure manner.
- 2. Provide an equal and level playing field of opportunity to all Total Life Changes Independent LC's. All LC's will be treated fairly, reasonably and professionally.
- 3. Clearly define the relationship between Total Life Changes and its Independent Life Changers.
- 4. Inform Independent Life Changers regarding compliance issues and regulatory requirements. Total Life Changes requires that all Independent Life Changers understand and abide by these Policies and Procedures as we work together in promoting the Total Life Changes products and opportunity. Of course, if any LC has any questions with respect to Policies and Procedures, you may contact TLC for clarification.

TLC will apply these Policies and Procedures fairly and equitably to all LC's but understands that there may be certain cases or circumstances that require special handling or consideration. Any exceptions or extenuating circumstances that may apply will be determined by TLC at its sole discretion and will not automatically apply in any other situation or matter unless the applicable policy or procedure is officially modified or amended.

1.2 Conduct

Regardless of the specific policies and procedures stated within, all LC's will conduct themselves honestly, ethically, morally and professionally with respect to their TLC business and all promotion and sales activity. No LC may take any action with respect to TLC or that affects TLC in any way other than in the fulfillment of their Independent Distributor Agreement. No conduct that negatively impacts TLC will be permitted. TLC will not tolerate high-pressure sales tactics or the use of any misleading, confusing, false or exaggerated statements or claims with respect to TLC or TLC products and services.

1.3 Policies and Procedures Incorporated By Reference

These Policies and Procedures, in their present form and as amended from time to time at the sole discretion of Total Life Changes, LLC ("Total Life Changes" or the "Company" or "TLC"), are incorporated into, and form an integral part of, the Total Life Changes Independent Distributor Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the Total Life Changes Independent Distributor Agreement and its Terms and Conditions, these Policies and Procedures and the Total Life Changes Compensation Plan. These documents are incorporated by reference into the Total Life Changes Independent Distributor Agreement. It is the responsibility of each Life Changer to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When enrolling a new Independent Life Changer, it is the responsibility of the Enroller (as further defined below) to provide the most current version of these Policies and Procedures and the Total Life Changes Compensation Plan (which can be done by directing the applicant to the TLC website) to the applicant prior to his or her execution of the Independent Distributor Agreement.

1.4 Amendments, Revisions and Changes

In order to ensure that TLC is always in compliance with applicable federal, state and/or local laws, as well as being able to adapt to changing or evolving business environments and markets, TLC reserves the right, in its sole discretion, to amend, revise or change the LC Agreement (including, without limitation, the Independent Distributor Agreement, Terms and Conditions, Policies and Procedures and the Compensation Plan) and its prices and product offering. TLC will notify LCs by posting any amendments, revisions or changes on the TLC corporate website. The most current and controlling version will always be posted on www.TotalLifeChanges.com or another applicable website as noticed. It is the responsibility of all LC's to regularly review the company website as well as stay current on all notices given through the various communications between TLC and LC's. An LC's continued use of any TLC- related website, product or service, the conduct of any TLC related business or the acceptance of any compensation under the Compensation Plan will indicate acceptance of any published amendments, revisions or changes. An LC not wishing to be bound by such amendments, revisions or changes must resign and will not be able to conduct any TLC business.

1.5 Delays

TLC shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, acts of Providence, severe weather, riot, war, fire, death, curtailment, reduction, limitation or unavailability of a source of supply, or government decrees or orders.

1.6 Severability

If any provision of the Agreement or these Policies and Procedures, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid or the unenforceable portion of the provision shall be severed and only in the applicable jurisdiction that requires it. The remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement or these Policies and Procedures.

1.7 Waiver

TLC reserves the right to demand compliance with all terms and conditions under the Agreement and/or these Policies and Procedures at any time. No failure of TLC to exercise any right or power under the Agreement or to insist upon strict compliance by a LC with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of TLC's right to demand exact compliance with the Agreement. Waiver by Total Life Changes can be affected only in writing by an authorized officer of the Company. Total Life Changes waiver of any particular breach by an Independent Life Changer shall not affect or impair Total Life Change's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Independent Life Changer. Nor shall any delay or omission by Total Life Changes to exercise any right arising from a breach affect or impair Total Life Changes rights as to that or any subsequent breach. The allegation or existence of any claim or cause of action of an Independent Life Changer against Total Life Changes shall not constitute a defense to Total Life Changes enforcement of any term or provision of the Agreement.

SECTION 2

BECOMING AN INDEPENDENT LIFE CHANGER

2.1 Becoming a TLC Independent Life Changer

To become an independent TLC Life Changer, you must be a minimum of 18 years of age or the legal age of majority in the state, country or jurisdiction you reside in, whichever is higher, and you must be legally capable of entering into a contract. You must be legally entitled to earn income in the United States or in the appropriate country or jurisdiction you intend to do business in as we expand internationally. You must submit a valid, complete and accurate Independent Distributor Agreement, whether online or in paper form, to TLC and that application must be accepted by TLC, at our sole discretion. All information requested, including a valid social security number or tax ID number where applicable must be provided. You may not have a financial interest in more than one distributorship or Life Changer account. A husband and wife are only permitted to have one distributorship between them unless they follow the procedure for a husband and wife to have separate distributorships as explained in these Policies and Procedures. A validly formed business entity may become an LC, provided it can submit valid documentation as may be requested by TLC. An individual may not participate in multiple distributorships through the use of business entities. No "ghost" distributorships (false distributorships set up to maintain a position in the genealogy) are permitted.

2.2 Remaining a TLC Independent Life Changer

In order to remain a TLC LC in good standing, you must abide by all terms and conditions, policies and procedures, rules, regulations, requirements and/or qualifications that exist now or as may be modified from time to time. This includes complying with the renewal policy as may exist at the end of your applicable distributorship term. The initial distributorship term will be for a period of one year. You must only conduct TLC business in jurisdictions where we are legally permitted to conduct business. Further, you must comply with any laws, codes, rules, regulations and/or statutes that may be in effect in any jurisdiction you reside in or do business in. Your conduct or the conduct of anyone acting for or on your behalf may not discredit or bring any harm to TLC or any associated person or entity. Under no circumstances may any TLC LC bad-mouth, disparage or discredit TLC, its products and services, any associated entities or people, any owners, directors, employees, agents or independent distributors. Any distributorship found to exist for reasons detrimental to TLC or the compensation plan, including, but not limited to "stacking" or manipulating the compensation plan, may be suspended or terminated at TLC's sole discretion.

SECTION 3

Operating a TLC Distributorship

3.1 Independent Contractor Status

All TLC LC's, regardless of rank or level within the compensation plan, are independent contractors. There are no franchises, exclusive territories, exclusive distributorships, partnerships, joint ventures or strategic alliances created between any TLC LC and TLC. All LC's will have an equal opportunity to build their independent business, based on work ethic, hours put into promoting your business, dedication to building your business, etc. Each independent distributor shall be responsible for paying any and all local, state or federal taxes or fees, including, but not limited to, income taxes, social security, and self-employment taxes. TLC LC's are not entitled to employee benefits from TLC, including, but not limited to, unemployment benefits, worker's compensation or minimum wage. All TLC LC's are responsible for their own fees, costs, expenses, supplies, tools or whatever is required, used or needed in building and promoting their business. No LC may bind TLC or any associated person or entity into any contract or agreement, nor may any LC imply that they are acting for or on behalf of the corporate entity. Further, no LC may contact any media, seek out media coverage or appear on or in any media for or on behalf of TLC unless requested by TLC or approved by TLC in writing. All LC's must properly identify themselves as independent contractors when conducting business. Any conduct or behavior that in any way implies a corporate relationship or is confusing or misleading as to an LC's independent contractor status is prohibited.

3.2 Enrollment

All new TLC LC's must be referred or enrolled by an existing TLC LC and that personal enrollment must be noted during the LC enrollment process, whether submitted online or otherwise. It is each LC's responsibility to ensure that they indicate the proper enroller when signing up and to ensure that new LC's that they sign up indicate the proper enroller. If there is a problem with the enroller, it is the LC's responsibility to immediately notify TLC. We pride ourselves on our integrity and the integrity of our compensation plan. In the event of a dispute over who is the enroller of a new distributor, TLC will make its reasonable and best effort to determine who the actual enroller should be, based on facts gathered. The final decision as to personal enrollment shall be at the sole discretion of TLC.

3.3 Business Entities

A corporation, limited liability company, partnership, trust, or local equivalent (collectively referred to in this section as a "Business Entity") may apply to be a TLC Independent Life Changer by submitting a copy of the organizational documents to TLC. If an Independent Life Changer has enrolled online, all required documents and registration form must be submitted to Total Life Changes within thirty (30) days of the online enrollment. If the required documents are not received within the 30-day period, the Independent Life Changer Application and Agreement shall automatically terminate. All members, partners, shareholders or stakeholders of the relevant Business Entity are jointly and severally liable for any indebtedness, liability or other obligation to TLC. An entity cannot have more than one distributorship or financial interest in another distributorship nor can an individual have any interest in multiple distributorships whether individually or as part of an entity. An individual or entity may only have a second and third position if earned as multiple "Business Centers" as described in the Total Life Changes Compensation Plan. Individuals or entities may only register as LC's using legal names. An LC cannot be signed up or registered with a fictitious business name.

3.4 Minors

Under no circumstances may anyone under the age of 18, or who is considered a minor in any applicable jurisdiction become a TLC LC. There are no exceptions and parents may not co-sign or operate on behalf of a minor. No existing LC should attempt to enroll or sponsor a minor as a TLC LC.

3.5 Limitations on Distributorships Per Household

An LC may only operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, member, owner or beneficiary in one TLC distributorship. So as to avoid any manipulation within the compensation plan, married couples or common-law couples (collectively "Spouse(s)") who wish to become separate TLC LCs must sign a separate Independent Distributor Application and Agreement and must have the same enroller. One spouse cannot enroll or sponsor the other spouse. A spouse may be "placed" under their spouse's Independent Life Changer account as long as they have the same Enroller. An additional family member, not a spouse, residing in the same household and otherwise eligible to become an LC may become any LC under the enroller of his/her choice, as long as there is no intent to manipulate the compensation plan.

3.6 Actions of Household Members or Affiliated Individuals

If any member of an LC's immediate household engages in any activity which, if performed by the LC, would violate any provision of the Agreement, such activity will be deemed a violation by the LC and TLC may take disciplinary action pursuant to the Agreement against the LC. Similarly, if any individual associated in any way with a Business Entity (collectively "Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and Total Life Changes may take disciplinary action against the Business Entity.

3.7 Addition of Co-Applicant

When adding a co-applicant (either an individual or a Business Entity) to an existing TLC distributorship, TLC requires a written request, as well as a properly completed Life Changer Application and Agreement containing the applicant and co-applicant's Social Security Numbers and signatures. To prevent the circumvention of Section 3.9 (regarding transfers and assignments of a Total Life Changes distributor account the original applicant must remain as the main party to the original Independent Distributor Application and Agreement. If the original Independent Life Changer wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her distributor account in accordance with Section 3.9. If this process is not followed, the Independent Life Changer may be canceled by Total Life Changes upon the withdrawal of the original distributor account. All bonus and commission checks will be sent to the address of record of the original Independent Life Changer. Please note that the modifications permitted within the scope of this Section do not include a change of Enroller or Placement Sponsor. There is a processing fee for each change requested, which must be included with the written request and the completed Independent Distributor Application and Agreement.

3.8 Roll-Up

When a vacancy occurs in a Marketing Organization due to the termination of an LC for any reason, each LC or Preferred Customer in the first level immediately below the terminated Independent Life Changer on the date of the Cancellation will be moved to the first level ("Front Line") of the terminated Independent Life Changer's Placement Sponsor (compresses up one level within the Placement Sponsor tree).

3.9 Sale, Transfer or Assignment

An LC may not sell, transfer or assign his/her independent business without the express written consent of TLC at TLC's sole discretion. The sale, transfer or assignment of an LC business may not be utilized under any circumstances to effect a change of sponsorship, manipulate the compensation plan or negatively impact another LC. An existing LC may not purchase another TLC independent business. Any person or entity selling, transferring or assigning their independent business, assuming they are otherwise in good standing, must wait a period of twelve(12) months before reapplying to become an independent Life Changer with TLC.

3.10 Separation Due To Divorce or Dissolution

Under no circumstances will TLC be required to divide, breakup or partially reassign an LC position or its downline due to a divorce between spouses or dissolution of any entity. TLC will recognize the LC as it is registered with TLC and will pay any earned commissions or bonuses accordingly. TLC is under no obligation to take any actions to facilitate such divorce, breakup or dissolution, other than in the normal conduct of TLC business under the Agreement. Any split of commissions or bonuses between affected parties will be handled by the parties after receiving the appropriate payment from TLC. If the affected parties are unable to effectively conduct TLC business or there is any adverse effect to TLC or other LC's, TLC reserves the right to involuntarily terminate the LC's independent business. A spouse or other party who gives up rights to a TLC LC independent business as part of a divorce, breakup or dissolution must wait twelve(12) months before reapplying to become an independent Life Changer with TLC.

3.11 Succession

Upon the death or incapacitation of an LC, his/her Independent Distributor account may be passed to his/her heirs. Appropriate legal documentation, such as an original death certificate and notarized copy of a will, trust or other instrument establishing the successor's rights must be submitted to the TLC to ensure the transfer is proper. Accordingly, an Independent Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Total Life Changes Independent Life Changer account is transferred by a will or other testamentary process, the legal successor in interest acquires all rights previously earned or held by the LC but must continue to meet all requirements and qualifications. The successor(s) in interest must: 1) Execute an Independent Distributor Application and Agreement; 2) Comply with terms and provisions of the Agreement; 3) Meet all of the qualifications for the deceased Independent Distributor's status; 4) Bonus and commission checks of a Total Life Changes Independent Distributor transferred pursuant to this Section 4.11 will be paid in a single electronic payment jointly to the legal successor(s) in interest. Such successor(s) must provide Total Life Changes with an "address of record" to which all bonus and commission payments will be sent. 5) If the Independent Distributor is bequeathed to multiple legal successors in interest, they must form a Business Entity and acquire a federal taxpayer identification number. Total Life Changes will issue all bonus and commission checks and a Form 1099 as required by the IRS. TLC is under no obligation to divide any distributorship among heirs and under no circumstances will TLC allow any LC or LC Successor to operate in any way other than as normally prescribed under the Agreement or Policies and Procedures.

3.12 Expenses

No LC is required to spend any specific amount in the operation or promotion of his/her independent business. How much may be appropriate for any LC to spend on marketing or any other item related to TLC is entirely up to the LC based on his/her given situation. Unless specifically provided for under these Policies and Procedures or through the TLC Compensation Plan, no LC is entitled to reimbursement from TLC for any general or administrative costs, fees or expenses or any type generated in the conduct of LC with respect to TLC or the TLC Agreement.

SECTION 4

Responsibilities of a Life Changer

4.1 Maintain Accurate Information With TLC

All LC's must immediately notify TLC of any changes in the original application information. This includes, but is not limited to, actual address, mailing address, telephone number, e-mail address, etc. This may be done through your back office, in writing or via e-mail. Please allow for up to thirty days for all changes to be fully implemented.

4.2 Maintain Communication With Downline

Any LC who sponsors another LC into TLC must perform a bona fide supervisory function to ensure that his or her downline is properly operating his or her TLC business. LC's must have ongoing contact, communication, and management supervision with the LC's in their Downline. Examples of such contact and supervision may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic or e-mail, and the accompanying of downline LC's to opportunity meetings, training sessions, and other TLC functions. Upline LC's are also responsible to motivate and train new LC's in TLC product knowledge, effective sales techniques, and the Marketing and Compensation Plan. LC's must monitor the LC's in their downlines to ensure they do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, every LC should be able to provide documented evidence to TLC of his or her ongoing fulfillment of the responsibilities of a Sponsor.

4.3 Non-Disparagement

TLC wants to reasonably provide its LC's 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 Customer Support Department. Independent Life Changers should not, however, disparage, demean, or make negative remarks about TLC, other TLC LC's or TLC directors, officers, employees or other associated individuals or entities, either verbally, written, online or in social media or other forums.

4.4 Reporting Policy Violations

LC's who become aware of a policy violation by another LC should submit written report of the violation directly to the attention of the TLC Compliance Department so a file can be opened and an investigation conducted. Details of the incidents such as dates, number of occurrences, persons involved and any supporting documentation should be included in the report.

4.5 Company Status

No LC may claim or imply that he/she or any other LC has advantages with or special privileges with TLC. Nor may any LC imply that they or any other LC is in any way exempt from the same obligations and requirements of every other TLC LC.

4.6 Personal Information

Any LC who receives personal information from or about prospective LC's or customers must take all reasonable steps to maintain its security. You should shred or irreversibly delete the personal information of others once it is no longer required. Personal Information is information that identifies, or permits you to contact, an individual or entity. It includes, but is not limited to a Customer's, potential Customer's, LC's and prospective LC's name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

4.7 Confidential Information

"Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to TLC LC's and/or Customers: (a) that is contained in or derived from any LC's respective Back-Office; (b) that is derived from any reports issued by TLC to LC's to assist them in operating and managing their TLC business; and/or (c) to which an LC would not have access or would not have acquired but for his/her affiliation with TLC. Confidential Information constitutes proprietary business trade secrets belonging exclusively to TLC and is provided to LC's in strict confidence, solely for the purpose of promoting TLC in accordance with this Agreement. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than for use in fulfilling the Distributor Agreement and in building and managing a TLC business. Any violation of this policy shall cause TLC irreparable harm for which there is no adequate remedy at law. The parties further agree that the harm to TLC should LC disclose confidential information outweighs any harm to the LC in not disclosing that information such that injunctive relief should be granted to TLC. TLC shall be entitled to immediate and permanent equitable relief to prevent further violations of this policy and shall be able to obtain such relief in a court of law, despite the arbitration clause applying to disputes arising out of breach of the Agreement.

4.8 Enrollment, Sponsoring, Placement

LC's in good standing may enroll (sponsor) and place others into TLC as a direct Preferred Customer or LC. A prospective customer or LC has the right to choose his/her sponsor and no LC may pressure, harass, intimidate or force anyone to buy anything or take any action they do not otherwise wish to take. Further, no LC may force or require any prospective or new LC or customer to agree to anything or sign any agreement other than the standard TLC Distributor Agreement. No LC may attempt to sell or promote the products or services of any company, including TLC, to anyone not personally-enrolled by the LC.

SECTION 5

Conflicts of Interest

5.1 Participation in Other Direct Sales Companies

LC's may NOT participate as Distributors in other direct selling or network marketing or multilevel marketing ventures (collectively "Network Marketing Ventures"). Under no circumstances may any LC present TLC products or business along with any other company's products, services or opportunities.

5.2 Non-solicitation

During the term of the Agreement and for a period of twelve(12) months after termination for any reason, an LC shall not engage in any actual or attempted recruitment or enrollment of any TLC LC for other network marketing, direct sales or similar ventures, either directly, indirectly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of another network marketing or direct sales company to any TLC LC or Customer, or implicitly or explicitly encouraging any TLC LC or Customer to join another or do business with another company.

- 1. For a period of twelve(12) months following the termination of an Independent Distributor Agreement for any reason, the former LC is strictly prohibited from recruiting or attempting to recruit any TLC LC or Preferred Customer for another network marketing or direct sales venture, other than those originally personally enrolled in TLC. By agreeing to the LC Agreement, each LC acknowledges and agrees that TLC 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 and for a period of twelve(12) months after its termination or cancellation for any reason, an LC may not: (a) Produce, offer or transfer any literature, tapes, CDs, DVDs or other promotional material of any nature for another network marketing or direct sales venture which is used by the LC or any third person to recruit TLC LC's or Preferred Customers for that or any other network marketing venture; (b) Sell, offer to sell, or promote any competing non-TLC products or services to TLC LC's or Preferred Customers (any product in the same generic product category as a Total Life Changes product is deemed to be competing (e.g., any nutritional supplement is in the same generic category as Total Life Changes nutritional supplements, and is, therefore, a competing product, regardless of differences in cost, quality, ingredients or nutrient content); (c) Offer TLC products or promote the TLC Compensation Plan in conjunction with any non-TLC products, services, business plan, opportunity or incentive; or (d) Offer any non-TLC products, services, business plan, opportunity or incentive at any TLC meeting, seminar, launch, convention or other TLC function, or immediately following such event.
- 3. During the term of the Distributor Agreement and for a period of twelve(12) months after its termination for any reason, LC shall not contact any vendor, consultant, employee or agent of TLC for the purpose of starting a direct sales company or for the purpose of assisting or joining any existing direct sales company.
- 4. During the term of the LC Agreement and for a period of twelve(12) months after its termination for any reason, LC shall not attempt to copy, manufacture, reverse engineer or produce for sale or distribution any product sold, manufactured by, or produced for TLC.

5.3 Targeting Other Direct Sellers

TLC does not encourage LC's to target the sales force of another network marketing or direct sales company to sell TLC products or to become TLC LC's, nor does Total Life Changes encourage LC's to solicit or entice members of the sales force of another direct sales company to violate the terms of their contract with such other company. LC's will be responsible for their own conduct and TLC will not indemnify or defend an LC should another company bring any legal action alleging unethical or inappropriate business conduct.

5.4 Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. "Cross-Sponsoring" is defined as the enrollment or attempted enrollment of an individual or entity which already has a current customer account or Independent Distributor Application and Agreement on file with TLC, or which has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy or any other provision of the Agreement is strictly prohibited. LC's shall not demean, discredit or defame other TLC LC's in an attempt to entice another LC to become part of a different LC's Marketing Organization. If Cross-Sponsoring is discovered, it must be brought to TLC's attention immediately. TLC may take action against the LC who changed organizations and/or those LC's who encouraged or participated in the Cross-Sponsoring. TLC may also move all or part of the offending LC's downline to his or her original Downline organization if the Company deems it equitable and feasible to do so. However, TLC is under no obligation to move the Cross-sponsored Life Changer's downline organization, and the ultimate disposition of the organization remains within the sole discretion of TLC. LC's waive any and all claims and causes of action against TLC arising from or relating to the disposition of the Cross-sponsored Independent Life Changer's downline organization.

5.5 Bonus Buying and Stacking

Bonus Buying and/or LC Stacking is strictly prohibited and will not be tolerated under any conditions or circumstances. "Bonus buying" is manipulating the compensation plan to generate any bonuses and/or commissions for other than a legitimate product sale and includes, but is not limited to: (1) the enrollment of individuals or entities without their knowledge and/or execution of an Independent Distributor Application and Agreement by such individuals or entities; (2) the fraudulent enrollment of an individual or entity as an Independent Life Changer or Preferred Customer; (3) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Life Changers or Preferred Customers (4) the use of a credit card by or on behalf of an Independent Life Changer or Preferred Customer when the Independent Life Changer or Preferred

Customer is not the account holder of such credit card; (5) purchasing Total Life Changes product on behalf of another LC or Customer or under another LC number, or Customer ID to qualify for commissions, bonuses or incentives and/or (6) the creation of any order or volume not the result of a legitimate sale transaction in the normal course of business.

"Stacking" includes: (1) the failure to transmit applications to TLC in a timely manner or the holding of a member agreement in excess of (2) business days after its execution. (2) The manipulation of member agreements for the purpose of maximizing compensation pursuant to the Compensation Plan (3) providing financial assistance to members, buying products, or drop shipping through another's account for the purpose of increasing the payout of your sales organization and/or (4) the placing of orders or volume so as to deprive an upline sponsor of commissions or bonuses they should otherwise be entitled to receive.

SECTION 6

Communication and Confidentiality Within TLC

6.1 Downline Activity (Genealogy Reports)

Downline Activity Reports are available for LC access and viewing through the secure LC Back Office. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by TLC. TLC will not be responsible for any errors, incorrect or missing information that may be included or excluded from any report. Downline Activity Reports are provided to LC's in strictest confidence and are made available to LC for the sole purpose of assisting LC's in working with their respective Downline Organizations in the development of their TLC business under the LC Agreement. LC's should use their Downline Activity Reports to assist, motivate and train their Downline LC's and support their customers. The LC and TLC acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, TLC would not provide Downline Activity Reports to the LC. A TLC LC shall not, on his/her own behalf, or on behalf of any other person or 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/her Back Office or Downline Activity Report;
- 3. Use the information to compete with TLC or for any purpose other than promoting his/her TLC business;
- 4. Recruit or solicit any LC, or Preferred Customer of TLC listed on any report, or in any manner attempt to influence or induce any LC or Preferred Customer, to alter their business relationship with TLC;
- 5. Use or disclose to any person or entity any information contained in any Downline Activity Report. Upon demand by the Company, any current or former LC will return the original and all copies of any Downline Activity Reports to the Company; and
- 6. It is a violation of the LC Agreement and these Policies and Procedures for an LC or any third party to access any data via reverse engineering, keystroke monitoring, hacking or by any other means.

6.2 Communication Opt-in

LC's agree that TLC or a party acting on its behalf may contact you by any means available, including, but not limited to a landline or cellular telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. You consent and agree to TLCs contacting you in this manner at the address, telephone number(s) or email address that you provided or as updated. You understand that your carrier's standard rates may apply for calls and/or text messages. You understand that you may opt-out of receiving text messages at any time by replying "STOP." You understand that your consent is not a condition of purchase. You consent and agree to the TLC Privacy Policy when you agree and submit this LC Agreement.

6.3 LC Media and Likeness Use Consent and Release

By submitting the TLC Distributor Agreement, you authorize TLC to use your name, testimonials, and/or likeness in any TLC advertising or promotional materials in any media without remuneration. Additionally, you consent to and authorize the use and reproduction of any photographs taken by or supplied to TLC and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing or promotional purposes, without remuneration.

SECTION 7

Advertising and Promotion

7.1 General

Any advertising or promotion must safeguard the good reputation of TLC and demonstrate good business practice. Under no circumstances is it ever permissible to use unprofessional, discourteous, false, deceptive, misleading, unethical or immoral conduct, claims or practices in the promotion of TLC and its products. LC's must take all reasonable care to ensure that any advertising, promotion or postings are professional, grammatically correct and non-offensive. LC's should only use the sales aids and support materials produced by TLC. We have carefully designed our products, product labels, Compensation Plan and promotional materials to ensure that the presentation of each aspect of TLC is professional, fair, truthful, substantiated, accurately presented and in compliance with applicable laws or regulations. TLC reserves the right, at its discretion, to edit or discontinue previously approved LC materials. Total Life Changes further reserves the right to rescind approval for any sales tools, promotional materials, advertisements or other literature, and LC's waive all claims for damages or remuneration arising from or relating to such rescission. As these compliance policies are vital to the long-term stability of TLC and the preservation of the opportunity for all, these advertising policies will be strictly enforced. Using non-approved material or failing to obtain approval for marketing materials of any kind may result in disciplinary actions set forth including, without limitation, the following:

- 1. The formal warning letter and/or probation;
- 2. Suspension of commissions;
- 3. Termination of the Independent Distributor Agreement; and/or
- 4. Possible legal action

7.2 Trademarks and Copyrighted Material

TLC does not allow the use of its trademarks, trade names, designs, symbols or copyrighted material by any person or entity, including LC's, without prior written permission or unless such content is specifically prepared or approved for use. LC's may not produce for sale or distribution, any recorded TLC events, speeches and/or presentations without express written consent from TLC. Further, LC's may not use any name or portion of any name exactly like, similar to or a variation of any TLC product, service, associated person or entity in the title, address, domain name, URL, social media page, username, team names, heading, handle or in any context that could be confusing, misleading or deceptive as to the origin or source of the given material or communication.

7.3 Identification as Independent Life Changer

In instances where it is permitted under these Policies and Procedures to use the Total Life Changes name or other related material, it can only be done with proper identification as an Independent Life Changer. There can never be any situation where there could be confusion as to whether an LC was acting as the corporate TLC entity. Where it is permitted for an LC to use a TLC logo, we have made specific Independent LC versions of TLC logos available in your LC Back Office under resources.

7.4 Life Changer Websites

LC's may only utilize the TLC-provided replicating website to promote their TLC business. Any other website utilized by an LC would have to be completely generic with no direct reference to TLC and otherwise compliant with any applicable laws, rules or regulations. The TLC replicated websites and corporate website contain professionally prepared material designed to help you promote and sell. Even generic or otherwise unidentified websites may not make any product or income claims which refer to TLC or TLC products and services.

7.5 E-Mail or Electronic Advertising

An LC may not advertise or promote TLC or TLC products and services or use any TLC trademarks or copyrighted material in any electronic media or transmission, including e-mail, the internet, social media or otherwise unless specifically approved by TLC. Internet advertising and/or mass promotion must be generic, without the use of TLC trademarks, trade names or copyrighted material. "Spamming" or the unsolicited mass distribution of e-mails, faxes or other media in violation of any applicable law, rule or regulation is absolutely prohibited. Neither shall any LC ever publish, post, upload, distribute or communicate through any media, any unprofessional, inappropriate, profane, obscene, defamatory, misleading, untrue, false, indecent, infringing or unlawful statements, claims, material, information or data.

7.6 Online or Other Classified Ads

LC's may not use classified ads, whether published or online classifieds, including, but not limited to, Craigslist, to list, sell or retail specific TLC products, product bundles or the opportunity. Generic ads, designed to solicit responses, are permissible so long as otherwise compliant with any applicable laws, rules or regulations.

7.7 Online Auction Sites

TLC and its products and services may not be listed on eBay or other online auctions, nor may LC's enlist or otherwise allow or facilitate a third party to sell TLC products on eBay or other online auctions.

7.8 Online Retailing

LC's may not list or sell TLC products and services on any retail store or e-commerce site, including Amazon.com or the like (with the exception of their own TLC-provided replicated website). Additionally, LC's may not (1) enlist or otherwise allow a third party to sell TLC products through or on any online retail store or e-commerce site or (2) sell products to a third party that the LC has reason to believe will sell such products on any online retail store, e-commerce site or other unauthorized methods.

7.9 Banner Advertising

LC's may place approved banner advertisements on third-party websites. They may only use the TLC approved templates and images available through the resources section of their TLC Back Office. The banner must link directly back to the LC's TLC replicated website and cannot be varied, altered, revised or contain any additional information such as pricing, discounts or promotions. Discretion must be used by the LC in determining the appropriateness of the third party website that the banner may be posted on and TLC reserves the right to request that an LC remove a banner ad from a website that TLC, in its sole discretion, determines to be inappropriate.

7.10 "Spam Linking"

"Spam linking," or the multiple consecutive submissions of the same or similar content into blogs, wikis, guestbooks, websites or other publicly accessible online discussion boards or forums is not permitted. This includes blog spamming, blog comment spamming and/or spam-texting. Any otherwise permissible comments an LC may make on blogs, forums, guest books, etc., must be unique, informative, relevant and otherwise permissible.

7.11 Digital Media Submission

LC's may not upload, submit or publish TLC-related video, audio or photo content to any digital media or website such as Facebook, YouTube, iTunes, Photobucket or a similar site.

7.12 Product Claims

No claims, which include personal testimonials, as to therapeutic, curative or beneficial properties of any products offered by TLC may be made except those contained in official TLC materials. In particular, no LC may make any claim that TLC products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or signs or symptoms of a disease. Not only are such claims violations of TLC policies, but they potentially violate applicable laws, including, but not limited to, federal and state laws and regulations, such as the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act. An LC that provides product experience testimonials in any medium should use care to disclose their affiliation with TLC, i.e., "Total Life Changes Independent Life Changer," be honest in their testimonial personal experience and assert that they are not claiming that their experience is the typical result experienced by consumers. Unless specifically warranted in writing by TLC, there are no specific results guaranteed to be achieved as a result of the use or consumption of TLC products and services.

7.13 Income Claims

LCs may not make income claims, representations or imply that anyone will achieve any specific level of income or success. Further, LC's may not display commission checks, commission statements or other financial records in the promotion of TLC.

LC's may truthfully, accurately and fairly explain the TLC Compensation Plan and show the possible ways an LC can earn commissions or bonuses under the plan. However, guarantees, warranties or assurances that any specific results will be achieved are not permitted. Individual results will vary and no previous results should be stated or implied as typical. Hypothetical examples may not be unreasonable or exaggerated.

7.14 Product Pricing

LC's may not advertise or offer to sell TLC products or services at any price lower than the suggested retail price of the applicable product. Further, no special offers or enticements beyond the normal TLC product offerings may be made or packaged with TLC products and/or services. Any offer to sell TLC products and/or services must be truthful and cannot contain misleading statements such as "lowest price available" which infers that an LC is able to sell products at a lower price than other LC's.

7.15 Re-Packaging

No LC may re-package, re-brand or otherwise alter packaging or labeling in any way, any TLC product or service. The giving of tasting samples at a TLC home party or meeting is permitted.

7.16 Use of Celebrity Name or Likeness

No LC may imply that TLC is associated with or endorsed by a particular person, entity or celebrity. No name or likeness of a celebrity, group or entity may be published by LC's without the prior written approval of TLC.

7.17 Scientific Advisory Board and Other Consultants

TLC has established relationships with many preeminent scientific, marketing, public relations, business, legal and other professionals. LC's must refrain from contacting or attempting to contact any such professional or advisor unless specifically authorized in writing to do so by TLC. No LC may claim or imply that he/she has any special relationship or privilege with any such professional or advisor.

7.18 International Marketing

LC's are authorized to sell TLC products, enroll Preferred Customers or LC's only in countries in which TLC is authorized to conduct business as announced in official TLC materials or on the TLC corporate website. However, before initiating any TLC-related activities in any authorized country, an LC must first complete and submit the TLC International Enrollment Application to the Compliance Department. Once such application has been received and approved, as evidenced by written authorization by a member of the Compliance Department, the LC may begin activities in any authorized country in accordance with the applicable terms and conditions of that country.

7.19 "Pre-Market" International Marketing

An LC, in preparing for the opening of a new country, prior to the official opening of a country, but after its announcement, may provide business cards and conduct, organize or participate in meetings with no more than five (5) attendees, including the LC. Other attendees must be personal acquaintances or acquaintances of personal acquaintances. These meetings must be held in a home or a public establishment but may not be held in a private hotel room. LC's are prohibited from any other Pre-Market conduct, including, but not limited to soliciting persons who are not prior personal acquaintances, importing, selling or distributing TLC products, placing unapproved ads or distributing promotional material, collecting money or other consideration, etc.

7.20 Telemarketing

LC's may not use automated systems, including, but not limited to robo-dialers and computer-assisted devices, nor may they conduct any telephone, fax, computer or other telemarketing activity that does not comply with the Federal Telephone Customer Protection Act or any other federal and/or state laws pertaining to sales and solicitation via electronic devices.

7.21 Spam

LC's may not send or transmit unsolicited e-mails or faxes related to TLC via telephone, facsimile, electronic mail or any similar method.

7.22 Third Party Intellectual Property

LC's may not use the intellectual property, including the trademarks, trade names, service marks or intellectual property of any third party in any promotional materials or online postings without proper license or authorization of the owner of that intellectual property. When third party intellectual property is used with authorization, it must be properly identified as the property of the third party, and the LC must adhere to any restrictions and/or conditions that the rightful owner of the intellectual property places on its use.

7.23 Privacy

An LC must respect the privacy of others in any posting or promotion. LC's are prohibited from using the name, likeness, testimonial, story or information relating to any individual or entity unless authorized to do so. LC's should never engage in gossip, rumors or speculation with respect to people, entities, products or services. It is never permissible under any circumstances to post any false, misleading or unconfirmed information or statements about anyone, anything or any entity in any Online forum or media.

7.24 Media

LC's may not promote TLC or TLC products through interviews with the media, whether audio, video, printed or verbal, regardless of distribution or broadcasting method, whether, private, public, local, national or international, unless specifically authorized in writing by TLC. Media inquiries should immediately be referred to the TLC Marketing Communications Department. Further, unless otherwise authorized, LC's may not use any form of media or other mass communication or mass advertising to promote TLC or TLC products. This would include, but not be limited to television shows, podcasts, news or promotional pieces on television, radio or the internet, etc.

7.25 Social Media

TLC maintains a public Facebook page and other public social media forums which it uses to invite potential customers and distributors to learn more about TLC. These are not intended to be used by LC's to promote or sell. LC's may not attempt to use such social media to otherwise promote, sell or advertise. TLC reserves the right at its sole discretion to remove any non-compliant postings or messages from TLC-controlled social media. TLC may also maintain private or closed social media forums for various purposes including education and open forum discussions. If an LC is invited to join these password protected groups, that LC may not allow access or otherwise disseminate the information contained or obtained from a private group

7.26 Other Internet Use

LC's otherwise complying with these Policies and Procedures may use the Internet, social networking sites, blogs, social media and applications and other sites with content based on user participation as a preliminary step to ultimately drive traffic to their TLC replicated website. The goal of such use should not be to close business through those sites, but only to generate interest in finding out more about TLC or TLC products and services through the replicated website or other TLC approved material.

7.27 Prohibited Advertising or Promotion

Under no circumstances may any LC ever publish, written or verbally, in any media or forum, post, state, distribute or provide any material or information that could be considered offensive sexually explicit, obscene, pornographic, profane, hateful, threatening, harmful, defamatory, libelous, harassing, racist, discriminatory based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise. Further, an LC may never publish graphically violent images, solicit unlawful behavior or engage in attacks on any individual group or entity. It shall be at TLC's sole discretion in determining whether such material is prohibited and the LC must immediately take down the non-compliant material or face disciplinary action including termination.

7.27 Not-For-Resale (or NFR Jurisdictions)

There are certain countries or jurisdiction where residents of that jurisdiction are permitted to import TLC products for personal use only. TLC or TLC products may not otherwise be sold or re-sold in those jurisdictions

7.28 Negative Online Posts

LC's should not engage or converse online in response to or with respect to negative posts about them. You may report such negative postings to the TLC Compliance Department and if there is anything that can be done, TLC will take appropriate action.

7.29 Implied Approval or Endorsement

An LC may never state, imply or represent that TLC or TLC products are endorsed, approved or sanctioned by any agency or organization, including, but not limited to the Federal Trade Commission (FTC) or the Food and Drug Administration (FDA). Government regulatory agencies do not approve or endorse any direct selling companies or their products. It is also not permissible to imply the use of or endorsement of TLC products by any non-governmental agency, business, group or celebrity.

SECTION 8

Sales

8.1 Commercial Outlets

Direct sales are based on personal relationships and TLC strongly encourages the retailing of its products and services through personal contact. Therefore, LC's may not display or sell TLC products or literature in general retail establishments. LC's may, however, promote TLC and TLC products through appointment-based establishments such as hair salons, spas or chiropractic offices.

8.2 Trade Shows and Exhibitions

LC's may display and/or sell TLC products at trade shows or professional expositions. TLC limits this to one LC per show, so prior, conditional approval must be obtained through the TLC Compliance Department. The Compliance Department will instruct the LC what is necessary for final approval which will not be unreasonably withheld and will be based on the first fully-completed submission. TLC reserves the right to determine, in its sole discretion, whether a particular trade show or exhibition is inappropriate for displaying any TLC products or material. Swap meets, garage sales, flea markets, and similar events are not appropriate venues for the promotion of TLC and its products.

8.3 Inventory

LC's are not required to carry an inventory of products or sales aids. Those may be purchased as needed to fulfill sales to LCs or customers. An LC may wish to carry a certain level of inventory for quicker fulfillment but this is optional and based on an LC's individual situation. Nothing in this section shall be construed to prevent LC's from maintaining reasonable product on hand to service their customers. The purchasing of inventory simply to qualify for bonuses or commissions is prohibited and no LC should do so or encourage others to do so. Inventory levels should not unreasonably exceed amounts that can be used, sold or consumed within one month.

SECTION 9

Bonuses and Commissions

9.1 Qualifications

An LC is responsible for legitimately fulfilling all requirements and/or qualifications as stated in the TLC Compensation Plan. Aside from the requirements and qualifications in the Compensation Plan, LC's must otherwise be in good standing and in compliance with the terms and conditions of the LC Agreement and all Policies and Procedures. TLC reserves the right in its sole discretion, to change, amend, modify or revise the Compensation Plan as appropriate. Any dispute as to whether a given requirement or qualification was met or achieved by an LC will be resolved at the sole discretion of TLC.

9.2 Check Processing

If an LC chooses to receive a paper check, rather than electronic processing of a commission, bonus or other payment, then a \$5.00 check processing fee will apply. Further, no check will issue until the net amount exceeds \$12.00. Commissions or bonuses lower than \$12.00 will accrue and will not be forfeited so long as LC remains active and in good standing. Checks will generate and process through the TLC pay portal if the paper check method payout option is chosen by the LC.

9.3 Replacement Checks

Any check having to be replaced or reissued will be done so via Hyperwallet which is the company that processes all TLC payments to LC's. Please contact Hyperwallet Customer Service for payout issues.

9.4 Adjustments and Clawbacks

TLC reserves the right to withhold, adjust or deduct commissions or bonuses from any LC as necessary. This may be due to returned products, canceled orders, orders with invalid payments, product buybacks, or qualification rollbacks (where a certain level is no longer achieved based on returned, canceled or invalid orders). Deductions may continue for multiple periods until the full amount is recovered.

9.5 Unclaimed Commissions

Any commission, bonus or other payment shall be void if not used or negotiated within six (6) months from issuance. LC's are responsible for negotiating any payment within six months. Further, account credits must be used within six (6) months. Payments may be reinstated for a valid reason at TLC's sole discretion, but a \$25 charge will apply.

9.6 Incentive Trips and Awards

TLC may, in its sole discretion, provide incentive trips and other awards to qualified LC's. TLC will determine the guidelines and criteria for such awards. Those awards cannot be deferred, will have no cash value and, if required, TLC will issue a 1099 for the applicable amount. TLC, other than providing the applicable award, will not be responsible for any additional costs, fees or expenses incurred by an LC with respect to such award. The LC will indemnify, defend and hold TLC harmless from any claim, injury, loss or damages sustained by LC or guest of LC with respect to participation in such trip or award.

9.7 "50 Percent Rule"

TLC does not encourage nor does it require inventory loading or large inventory purchases. Therefore, in order to remain qualified to receive commissions or bonuses, LC's are certifying before placing a product order, that they have used, sold or consumed at least 50 percent of products previously purchased. This rule is not intended to discourage the maintaining of reasonable inventory to best service your Preferred customers.

9.8 Preferred Customer Rule

In order to stay qualified for any commissions or bonuses payable under the TLC Compensation Plan, LC's must make retail sales, either directly or through TLC, to a reasonable amount of preferred customers each month. All LC's must keep records of such sales and may be subject to audit and verification.

SECTION 10

Product Ordering

10.1 Purchasing Product

LC's should purchase products directly from TLC under his/her LC number. LC's are not required to purchase any specific amount of product or level or inventory. Any purchases made from other sources are prohibited and the LC will not receive credit for sales volume associated with that order

10.2 General Ordering Policies

It is the LC's responsibility to ensure that all orders, through the mail, internet, telephone or otherwise, contain valid and proper payment. When there is improper or invalid payment, TLC will make reasonable attempts to obtain valid payment, but if such payment is not received within 5 business days, then the order will not be processed. There are no payment plans, nor are charge-on-delivery, C.O.D. or other deferred payment methods available or accepted.

10.3 Shipping and Back Orders

TLC always makes its best effort to expeditiously ship orders. If, however, an ordered item is out of stock, it will be placed on back order and shipped when received into TLC inventory. TLC will notify LC's if there will be an unreasonable delay and if so, LC's will have the opportunity to cancel or revise the order. Keep in mind that no volume credit will be received, nor will commissions be paid, on canceled orders.

10.4 Shipment Confirmation

TLC takes pride in achieving the highest level of shipping efficiency and in the rare situations that there is an error in shipping, will take all reasonable steps to resolve the problem. It is the LC's or recipient's responsibility, however, to confirm that a product shipment matches the shipping invoice and is undamaged. LC's must immediately notify TLC of any shipping discrepancy or damage, but in no event can notice to TLC exceed five days from shipments delivery date. LC's who wait longer than five days to notify TLC will be deemed to have waived the right to any correction of a shipping problem.

10.5 Customer Payment

LC's should not hold or accept monies from Preferred Customers to be held in anticipation of future orders.

10.6 Insufficient Funds

LC's are responsible for ensuring that there are sufficient funds or credit available in his/her account to cover any monthly Autoship order or subscription. TLC is not obligated to contact LC's for any scheduled Autoship order or subscription that does not process due to invalid or insufficient payment. Canceled or unprocessed orders may result in failure to qualify at a given level. TLC reserves the right to charge a fee to cover the re-processing of any order due to invalid payment provided at the original time of order.

10.7 Third Party Credit Card Use

LC's shall not allow other LC's or Customers to use his/her credit card or another form of payment, nor shall any LC use or attempt to use another person's credit card or another form of payment.

10.8 Sales and Use Tax

TLC charges and collects applicable sales and use taxes, based on suggested retail price, on purchases made by LC's or customers and will remit those taxes collected to the respective state taxing authority. LC's who choose to accept responsibility for their own sales tax collection and remittance may submit a valid Sales Tax Exemption Certificate and Sales Tax Registration License. TLC in its sole discretion will determine whether such tax exemption papers apply to any given order and no sales tax exemption will ever be retroactive.

SECTION 11

Product Returns

11.1 Product Guarantee

TLC offers its retail consumers a 30-day guarantee. Product and marketing materials returned within thirty (30) days after the purchaser shall receive a 100% refund of the price actually paid, less shipping and handling costs. Consumers must provide any requested documentation relating to the sale and no refund shall apply to promotional products or samples. LC's must refund any amounts collected by them and not by TLC.

11.2 Inventory Repurchase

An Independent Life Changer who resigns, which resignation must be in writing, may return product or marketing materials purchased within the last six (6) months prior to resignation, or longer if required by law, that is otherwise in good condition and resalable subject to TLC's determination. Upon compliance with all applicable requirements, a full refund, less a 10% restocking fee and shipping and handling costs will be issued by the Company. Any product that cannot be sold or is opened, used, damaged, expired, or within three (3) months of expiration, will not be eligible for a refund. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed. TLC may withhold or deduct any commissions, bonuses or other compensation earned as a result of qualifications utilizing product now being returned. TLC Customer Support must be contacted prior to shipping product back, so that you may obtain a Return Merchandise Authorization ("RMA") number and properly identify the product being returned. The obtaining of an RMA does not mean that the product falls within the repurchase policy. That determination can only be made after the product is received by TLC. TLC is not under any obligation to accept any returns not properly identified with an RMA number. Further, TLC is under no obligation to return any products received that do not fall under the repurchase policy.

11.3 Exceptions

Previously paid bonuses or commissions may be reversed or adjusted as a result of the returns, cancellations and at the sole discretion of TLC. Any Commissions paid to the LC and his/her upline for the product returned by an LC or customer may be debited from the respective upline LC's account or withheld from present or future commission payments. A Life Changer agrees that he or she will not rely on existing downline volume at the close of a commission's period, as returns may cause changes to his or her title, rank and/or commissions payout.

SECTION 12

General

12.1 Identification

All LC's are required to provide and certify the accuracy of, their Social Security Number, Federal Employer Identification Number, (US & Territory Residents) or equivalent government-issued identification number, to TLC on the Independent Distributor Application and Agreement. Such number will be maintained securely by TLC and is required for proper tax reporting. Upon enrollment, TLC will provide a unique Life Changer Identification Number (LC number) to the LC by which he/she will be identified. This number will be used to place orders and track commissions and bonuses.

12.2 Income Taxes

Each LC is responsible for paying all applicable local, state, and federal taxes on any income generated as a result of his/her TLC business. If a TLC LC is tax exempt, the applicable federal tax identification number must be provided to TLC. Every year, as required, TLC will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. distributor who: (1) had earnings of over \$600 in the previous calendar year; (2) made purchases during the previous calendar year in excess of \$5,000; or (3) earned an incentive award trip.

12.3 Business Pursuits Insurance

A TLC LC is responsible for and may wish to arrange insurance coverage for their independent business. Be advised that a homeowner's insurance policy typically does not cover business-related injuries or the theft of or damage to inventory or business equipment. Each LC should contact their insurance agent to make certain that their relevant property is protected. In the U.S., this can often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeowner's policy. TLC will not be responsible for any losses incurred or suffered by an LC in the conduct of their TLC or other business.

12.4 Product Liability Coverage

TLC maintains insurance to protect TLC and LC's against product liability claims. TLC's insurance policy extends coverage to LCs so long as they are marketing TLC products in the regular course of conduct and in accordance with TLC policies and applicable laws and regulations. The TLC product liability policy may not extend coverage to claims or actions that arise as a result of an LC's misconduct in marketing the products.

12.5 Local Rules, Laws, Ordinances or Regulations

Aside from complying with TLC terms and conditions or policies and procedures, LC's are responsible for complying with any applicable law, rule, regulation, statute, requirement or ordinance that may apply to their TLC independent business in their applicable jurisdiction, which may be any local area, town, city, county, state or country. It is the LC's responsibility to be aware of any such laws or regulations that may apply to them or their business.

12.6 Indemnification

All LC's agree to indemnify, defend and hold harmless, TLC, its owners, directors, employees, consultants, agents, vendors and associated persons or entities from and against any and all claims, demands, liabilities, losses, costs or expenses arising from the conduct of the LC in the conducting of any TLC business and/or business or conduct arising out of the Distributor Agreement or breach of the Agreement. This includes, but is not limited to, court costs or attorney's fees asserted against, suffered by or incurred by the LC or any other LC by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise; LC's activities, LC's breach of any terms of the Independent Distributor Agreement or LC's violation or failure to comply with any applicable federal, state or local law, statute, code, regulation or ordinance. This provision shall survive the termination of the Independent Distributor Agreement.

12.7 Exclusion of Damages

TLC, its owners, directors, employees, affiliates, consultants and associated persons or entities shall not be liable under any circumstances to any TLC LC for any exemplary, indirect, consequential, special or punitive damages for any and all claims, demands or actions resulting or arising from the Independent Distributor Agreement, the function, operation or lack of function or any equipment, website software, delay of any shipment or an act or omission of any TLC related party, whether based in contract, tort, negligence, strict liability or any other cause of action. Damages will be limited to compensatory damages limited to the amount of legitimately obtained unsold TLC product owned by an LC or the actual amount of commissions or bonuses that may be due.

12.8 Errors or Questions

If an LC has questions about or believes that any errors have been made regarding commissions, bonuses, genealogy or charges, the LC must notify TLC within 15 days of the purported error in question. TLC is not responsible for any errors, omissions or problems which are not reported to TLC within 15 days.

SECTION 13

Dispute Resolution

13.1 LC Disciplinary Action

If any LC is found to be in violation or breach of any applicable term, condition, policy, procedure, law or regulation pertaining to the Independent Distributor Agreement, TLC, at its discretion, may take one or more of the following actions:

- 1. Issuance of a warning or admonition;
- 2. Directing the LC to make immediate corrective measures;
- 3. Holding back, in whole or in part, one or more bonus or commission payments;
- 4. Reversing, in whole or in part, one or more bonus or commission payments;
- 5. Suspending all rights and privileges of an LC to conduct TLC business pending final outcome;
- 6. Canceling or re-assigning one or more LC's or customers deemed not to be legitimately acquired by an LC;
- 7. Revoking the rights and privileges of a given person or entity with respect to being able to conduct TLC business;
- 8. Terminating an LC or associated LC;
- 9. The seeking of monetary and/or equitable relief in a court or proceeding of appropriate jurisdiction;

Any other measure or action required to provide an appropriate remedy for injuries caused partially or exclusively by the conduct of the LC

13.2 Change of Sponsor (Enroller)

Change of Sponsorship or Enroller is not permitted except to correct reasonable errors or mistakes. If there is a dispute as to the proper sponsor/enroller of an LC, then it shall be resolved and determined by TLC in its sole discretion. LC's otherwise in good standing who voluntarily resign and remain inactive for twelve (12) months may reapply under a new sponsor with no rights to any former downline or privileges. Written request of re-enrollment must be sent to TLC and approved by an authorized TLC representative prior to rejoining TLC as an LC.

13.3 Change of Placement

Change of Placement Sponsor may only be done within 3 business days of placement and only to correct errors or mistakes in the placement sponsorship.

13.4 Arbitration

LC's must attempt to resolve any dispute under this Agreement in an amicable and reasonable way directly with TLC. If a TLC LC feels additional actions are necessary, then all LC's agree that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration in accordance with the Federal Arbitration Act and under the rules and auspices of the American Arbitration Association (AAA). Any arbitration shall be held in St. Clair County in the State of Michigan, under the Commercial Arbitration Rules of the AAA and conducted by a single arbiter who is an attorney with knowledge of direct sales. Such arbitration shall be governed by the laws of the State of Michigan, excluding those relating to conflicts of law. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties. This arbitration clause shall survive any termination of the Independent Distributor Agreement.

13.5 No Class or Group Actions, Lawsuits or Arbitration

LC's agree that there will be no group, mass or class arbitrations or other litigation stemming from the Independent Distributor Agreement for any reason. Any arbitration stemming from the Independent Distributor Agreement shall be conducted solely between the individual LC and TLC based on the specific allegations and facts applying to that LC. Further, LC's agree to keep any arbitration proceeding confidential and not to disclose any aspect of any arbitration except as required by law.

13.6 Injunctive Relief

The arbitration clause notwithstanding, nothing in the Independent Distributor Agreement or these Policies and Procedures shall prevent TLC from seeking appropriate equitable or injunctive relief in a court of law. The LC acknowledges that the breach of certain portions of the Agreement, including, but not limited to, the protection of confidential or proprietary information and disparagement, would cause irreparable harm to TLC, the amount and extent of which would be difficult to estimate or ascertain through arbitration. Therefore, LC agrees that TLC shall be entitled to equitable or injunctive relief, through a court of appropriate jurisdiction, without the necessity of posting a bond or other security. Such injunctive or equitable relief shall not be the exclusive remedy available to TLC.

13.7 Attorney's Fees

Each party shall bear its own attorneys' fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome.

13.8 Jurisdiction and Venue

Arbitration clause notwithstanding, the parties agree that personal jurisdiction and venue for any dispute arising out of or relating to the Independent Distributor Agreement, including any challenge to or compelling of arbitration, are proper exclusively in the state and/or federal courts located in the State of Michigan, County of St. Clair, and both parties hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.

13.9 Governing Law

Should there be any state or federal court proceedings stemming from the LC Agreement, then the interpretation and enforcement of the Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles.

13.10 Statute of Limitations

The time within which any LC may bring any legal action against TLC shall be the shorter of one year or the applicable statute of limitations for that action. The LC agrees that any longer statute of limitations will not apply unless otherwise required by law.

SECTION 14

Inactivity and Termination

14.1 Cancellation/Termination

Any LC who cancels, resigns or is terminated, whether voluntarily or involuntarily, will no longer have any rights or privileges as a TLC LC and will be unable to promote TLC products and services, sell TLC products and services or receive any compensation, commissions or bonuses under the TLC Compensation Plan. Further, no terminated LC may ever represent or misrepresent in or on any forum that he/she is still associated with TLC. A terminated LC is not authorized to utilize any TLC materials, trademarks, trade names, service marks or copyrighted material, even if such LC that any sales or transactions related to such unpaid commissions will be canceled, reversed, refunded or found to be invalid.

14.2 Non-Renewal

Any LC who fails to complete the renewal process in effect at the appropriate time, including the payment of any renewal fee if applicable, will be deemed to have resigned from TLC, will lose all rights and privileges as an LC and shall have no right, title, claim or interest to the marketing organization which he/she previously had, and will not be entitled to any commissions or bonuses from the sales generated by the marketing organization or that the non-renewed LC may have previously been entitled to receive. A non-renewed LC who was otherwise in good standing and who has remained inactive for at least six months may reapply to become an LC under any sponsor and starting from scratch as if they had never been a TLC LC.

14.3 Termination Due to Inactivity

A TLC independent LC has the responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers. Without this proper example and leadership, the LC will lose his or her right to receive commissions from sales generated through his or her marketing organization. Life Changers who personally generate less than 40 in Personal Qualification Volume (PQV) for any pay period will not receive a commission for the sales generated through his or her marketing organization for that pay period. If an Independent Life Changer has not fulfilled his or her PQV requirement for a period of twelve (12) consecutive calendar months, his/ her Agreement shall be canceled for inactivity and the LC shall be deemed terminated. The Cancellation will become effective on the day following the last day of the twelfth month of inactivity. Life Changers may reapply as a new Life Changer only after a twelve (12) month period has elapsed from the day of cancellation.

14.3 Involuntary Termination

An LC's breach of any of the terms of the Agreement may result in any of the actions discussed in Section 13.1, including involuntary termination. Unless otherwise provided for in the termination notice, termination shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Independent Life Changer's last known address (or fax number), or his or her attorney, or when the Independent Life Changer receives actual notice of cancellation, whichever occurs first. LC's involuntarily terminated may not ever reapply to become an LC as an individual or as part of an entity.

14.4 Voluntary Cancellation

Any LC has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to TLC at its then current business address, faxed to TLC at its current business address, or a copy may be submitted to tlccompliance@totallifechanges.com. The written notice must include the LC's signature, printed name, address and LC account number. However, if an Independent Life Changer is not in good standing with the Company at the time Total Life Changes receives notice of cancellation, the consequences of an involuntary cancellation may take effect (as per Section 12). Independent Life Changers may reapply as a new Independent Life Changer after a cancellation letter is received for their current LC account and a six (6) month period of complete inactivity has elapsed or a twelve (12) month period of complete inactivity has elapsed from the day of the most recent qualifying order, and only after contacting and receiving approval from an authorized TLC company representative.

SECTION 15

Definitions

Acceptance – means the acceptance by TLC of the application to become an LC after the completion of an Independent Distributor Application and Agreement and submission or delivery to TLC via online submission or another delivery service. "Acceptance" shall be deemed to occur when TLC receives and approves an Independent Distributor Application and Agreement by assigning an LC account number and officially placing the new LC in the TLC computer database system. However, TLC may revoke acceptance at its sole discretion at any time within the first 30 days.

Active or Active Independent Life Changer - means an LC who satisfies the minimum Personal Qualification Volume requirements for a given time period, as set forth in the TLC Compensation Plan, to ensure that he/she is eligible to receive rebates, bonuses and/or commissions.

Active Rank - means the current rank of an LC, as determined by the TLC Compensation Plan, for a given bonus period. To be considered "Active" relative to a particular rank, an LC must meet the criteria set forth in the TLC Compensation Plan for his/her respective rank. (See the definition of "Rank" below.)

Agreement - means the contract between TLC and each LC that all LCs must agree to in order to transact business with TLC. This includes the LC Distributor Application and Agreement, the TLC Policies and Procedures, the TLC Compensation Plan, Autoship Agreement, and the Business Entity Form (where appropriate), all in their current form or as amended by Total Life Changes from time to time in its sole discretion. These documents are incorporated by reference into the Independent Distributor Agreement and are collectively referred to as and comprise the "Agreement."

Smartship Agreement - means the optional TLC program that automatically ships the product to LC's. Smartship offers convenience but is not required as long as applicable requirements and qualifications are otherwise met.

Breach - "Breach," "Default" and "Violation" mean an actual or alleged transgression or violation of any part of the Agreement.

Cancellation - means the termination of an Independent Distributor Agreement. Cancellation may be either voluntary or involuntary, through non-renewal, inactivity or disciplinary action.

Commissionable Volume - means the value assigned to all TLC products on which commissions and/or bonuses may be paid. Such value may be less than the retail or wholesale price of such product. Business starter kits and sales aids do not contain Commissionable Volume.

Company - means Total Life Changes, LLC and may also be referred to as TLC.

Customer or Preferred Customer - means Retail Customer. Customers may purchase a product for personal use only and may not resell the product. An LC participating in the TLC Compensation Plan is not a Customer.

Retail Customer – means a customer who purchases directly from Total Life Changes at retail prices and who is not an LC. Customers may purchase a product for personal use only and may not resell the product. An LC participating in the TLC Compensation Plan is not and may not act as a Retail Customer.

Downline - means the network of Independent Life Changers and Customers who exist under an Independent Life Changer account. Independent Life Changer understands that (1) Independent Life Changer does not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by Total Life Changes or created by Independent Life Changer or any other individual or entity to the extent that it consists, in whole or in part, of any information about Total Life Changes downlines or any part of the Agreement; (2) the sole property interest of an Independent Life Changer with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (3) that Total Life Changes is the sole owner of any and all downline rights, titles, interests, and materials.

Downline Activity Report - means a monthly report generated by TLC that provides critical data relating to the identities of LC's, Customers, sales information and enrollment activity of each LC's marketing organization. This report contains confidential and trade secret information which is proprietary to TLC and is owned solely by TLC.

Downline Leg - A specific chain of LC's enrolled below an LC and their respective marketing organizations represent one "leg" in the Life Changers Owner's marketing organization.

End Consumer (or End-Use Consumer) - means a person who purchases TLC products for the purpose of personal consumption rather than that of reselling them to someone else.

Enrolled - means the LC's and Customers who have been signed up as TLC LC's or Customers by an LC.

Enroller – means the LC who enrolls or sponsors a new LC or Customer into TLC. The enroller may "place" the new LC or Customer under himself or herself, or may place the new LC or Customer under any eligible downline LC. The person whom the new LC or Customer is placed under is the new Independent Life Changer's "placement sponsor." The same LC may be a new Independent Life Changer's "Enroller" and "Placement Sponsor." See the definition of "Placement Sponsor" below.

Group Sales Volume (GV) - means the commissionable value of the TLC product sales generated by an LC's marketing organization. Group Sales Volume does not include the Personal Sales Volume (PV) of the subject LC nor does it include and starter kits or non-product sales aids.

Immediate Household - means heads of household and dependent family members residing at the same house.

Independent Life Changer - means an independent contractor who has signed and completed the official TLC Independent Distributor

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Application and Agreement and whose Agreement has been accepted by TLC. May also be referred to as an LC. An LC is required to meet certain qualifications and is responsible for the training, motivation, support, and development of the LC's in their respective marketing organization. LC's are entitled to purchase TLC products at wholesale prices, enroll Customers and new LC's, and participate in the Compensation Plan. Preferred Customers are not Independent Life Changers.

Level – means the layers of downline LC's in a particular LC's marketing organization. This term refers to the relationship of an LC relative to a particular upline LC, determined by the number of LC's between them who are related by sponsorship. For example, if A is the sponsor of B, B is the Sponsor of C, C is the sponsor of D, and D is the sponsor of E, then E is on A's fourth level.

Marketing Organization - means the Independent Life Changers and Customers who are enrolled or sponsored below a particular Independent Life Changer or Customer.

Official Total Life Changes Material - means literature, audio or digital recordings and other materials developed, printed, published and distributed by Total Life Changes to Independent Life Changers.

Qualifying Sales Volume (QV) - means the commissionable value of Total Life Changes products generated by an Independent Life Changer's marketing organization, including the Independent Life Changer's Personal Sales Volume (PV).

Personal Production - means selling a product to an end consumer for personal use.

Personal Sales Volume (PV) - means the commissionable value of products sold in a calendar month: (1) shipped by TLC to an Independent Life Changer; and/or (2) shipped by TLC to the Independent Life Changer's personally enrolled Direct Preferred Customers and Preferred Customers.

Placement (sometimes referred to as Sponsor or Placement Sponsor) – means an Independent Life Changer or Customer under whom the enroller places a new Independent Life Changer or Customer.

Rank - means the "title" that an Independent Life Changer has achieved pursuant to the Total Life Changes Compensation Plan.

Cross Recruit - means, actually or attempting to solicit, enroll, encourage or attempt to influence in any other way, either directly or through a third party, another Total Life Changes Independent Life Changer or Customer, Direct or Retail, to enroll or participate in another multilevel marketing, network marketing, direct sales or affiliate program opportunity. This conduct constitutes cross recruiting even if the Independent Life Changer's actions are in response to an inquiry made by another Independent Life Changer or Customer.

Restockable and Resalable – means products and sales aids when returned to TLC, if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to Total Life Changes within thirty (30) days from the date of purchase; (5) the product expiration date has not elapsed; and (6) the product contains current Total Life Changes labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item shall not be resalable.

Retail Profit - means the difference between the wholesale price (as defined below) of products and the retail price an Independent Life Changer receives for products when they are resold.

Roll-Up - means the method by which a vacancy is filled in a marketing organization left by an LC or Preferred Customer whose respective Agreement has been canceled.

Life Changer or Business Starter kit - means a selection of Total Life Changes training materials and business support materials that can assist each new Independent Life Changer in the promotion of their TLC independent business. This purchase may be optional in some states and is not commissionable.

Suggested Retail Price (SRP) - means the price at which Total Life Changes suggests Independent Life Changers promote or sell a particular product or materials to preferred customers.

Upline - means the Independent Life Changers(s) above a particular Independent Life Changer in a sponsorship line or enrollment line up to the Company. Conversely stated, it is the line of sponsors or enrollers that links any particular Independent Life Changer or Customer to the Company.

Wholesale or Wholesale Price - means the price of the products that are paid to the Company by LC's. The wholesale price is also called the LC Cost. All commissions and/or bonuses are paid on Commissionable Volume of Total Life Changes products, regardless of wholesale or retail pricing.



TOTAL LIFE CHANGES, LLC INDEPENDENT DISTRIBUTOR AGREEMENT

Total Life Changes Terms and Conditions for Independent Distributors

I hereby apply to become an independent distributor for Total Life Changes, LLC. ("TLC"). If I am accepted as an independent distributor, also known as a Life Changer or LC for Total Life Changes, I agree to be bound by all terms and conditions below. I am interested in using and/or promoting Total Life Changes products and services and understand that it is possible to be rewarded, although there are no guarantees and any rewards are based purely on sales results. If I do not agree with these terms and conditions and/or the TLC Policies and Procedures, which are incorporated by reference, then I will not apply to become a Life Changer (LC) and I will not transact business with TLC. I understand, warrant and agree that:

- 1. I am of legal age in the state, country or jurisdiction in which I reside, but at least 18 years old, and I am legally competent to enter into this Agreement.
- 2. I am not prohibited from entering into this Agreement for any reason and my entering into this Agreement does not violate any other agreement or order that may apply to me.
- 3. I understand that no state Attorney General or other regulatory authority approves or endorses TLC or any TLC product or service and I will not claim otherwise to anyone.
- 4. I understand that I shall become a TLC LC only upon acceptance of this application by TLC at its sole discretion. As an LC with TLC, I will be able to use and/or promote products and services offered by TLC, but only in accordance with the TLC compensation plan, these terms and conditions, and any policies and procedures, rules and regulations, etc., which are published and available on the TLC corporate website and which may be amended, revised and/or changed from time to time at TLC's sole discretion. I understand that TLC reserves the right to reject this application or any application to become an LC for any reason within thirty (30) days of TLC's receipt of such application.
- 5. I have reviewed and acknowledge that the TLC compensation plan, as well as any policies and procedures, rules and regulations or other applicable instructions as published on the TLC corporate website as they exist now and as they may be amended, are incorporated by reference as part of these terms and conditions.
- 6. Upon notification to LCs by publishing on the TLC corporate website, TLC, at its sole discretion, may amend the compensation plan, terms and conditions, rules, regulations, policies and procedures, etc. and I agree to be bound by any such changes.
- 7. My continued use and/or promotion of TLC products and services, and/or my logging in to any TLC or TLC-related website, and/or my transaction of any business with TLC, and/or my acceptance of any compensation from TLC, indicates my continued agreement with these terms and conditions as they exist now and as they may be modified or amended in the future.
- 8. I understand that as an LC, I must be sponsored into TLC by another LC. If I was not introduced to TLC by another LC, then TLC, at its sole discretion, may assign me to an appropriate sponsoring LC.
- 9. I understand that TLC is not obligated to offer any specific products or services and may update, expand, decrease, change, revise or modify the availability of any products and/or services at any time and at its sole discretion.
- 10. The term of this independent distributor Agreement is one year. I understand that I may renew yearly under the renewal policy in effect at that time and at the sole discretion of TLC.
- Il. I understand that no LC is under any obligation to participate in the compensation plan and may cancel at any time, for any reason, with written notice to TLC. Once an LC notifies TLC of his/her resignation or cancellation, that LC will immediately cease to accrue any rewards, privileges, rights, benefits, compensation or commissions, and must immediately cease all TLC-related activity. A LC, if applicable, will be able to return, and TLC will re-purchase, any unopened, unused, good and re-sellable inventory of supplies, sales materials, physical products, etc. at the price paid by the LC, less shipping/handling and a 10% re-stocking fee, and less any commissions earned as a result of any qualifications attributed to the returned product, for a period of six months from original purchase, or longer if required by law. This clause does not apply to digital or virtual electronic products, services or downloads. LC will be responsible for any freight charges incurred in returning any unused materials to TLC. TLC will not be responsible for lost or damaged materials. TLC at its sole discretion will determine if returned product meets the standards and requirements for buy-back. This clause only applies to LCs otherwise in good standing and in compliance with this Agreement and all applicable laws, statutes, codes, rules or regulations.
- 12. As a TLC LC, I will be an independent contractor responsible for my own business, my own conduct and any expenses or costs of maintaining my independent distributorship. I will not be an employee of TLC. I will not be treated as an employee in regards to any laws covering employees, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, or income tax withholding for any federal, state or local tax laws. It is my responsibility to pay self-employ-

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ment, federal, state, or local taxes of any type as required by law. I am responsible for complying with any federal, state or local laws or regulations that may be applicable to my independent distributorship.

- 13. I will not promote TLC in conjunction with any other Direct Sales or Network Marketing company or opportunity, unless specifically authorized in writing by a duly-authorized officer of TLC.
- 14. I will not use TLC trade names, trademarks or copyrighted material in any form, verbal, printed or otherwise, except in promotional or advertising material that has been prepared by TLC or has received prior written approval from TLC.
- 15. I will not directly or indirectly disparage, discredit or otherwise defame TLC, TLC employees, owners, officers or directors, other TLC LC's and/or any person or entity associated with TLC. This includes any statements, written or oral, on the Internet, on social media or otherwise.
- 16. I acknowledge that I may only have a financial interest in one LC position within TLC. I will not, either as an individual, corporation, LLC or other entity, apply for or become a TLC LC separate from this application. I understand that should I be found to have any financial interest in multiple LC positions, TLC, at its sole discretion, may terminate or re-assign any of those LC positions and I will have no recourse against TLC.
- 17. A married couple should maintain one LC position between them. However, if both spouses of a married couple desire to each maintain their own LC position, then they both must be sponsored by the same sponsor. They cannot sponsor each other or be sponsored by anyone other than the original sponsor. If a married couple each have their own LC position, then they are each separately required to meet any requirements or qualifications of their respective LC positions.
- 18. If I sponsor other LC's into TLC, I will fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. I will have ongoing contact, communication and leadership supervision with my sales organization, including, but not limited to, telephone contact, e-mail contact, text message contact, training sessions, etc. If TLC requests it, I will be prepared to provide documentation of the satisfaction of my sponsor responsibilities to TLC.
- 19. I understand that the TLC program is built upon sales to the ultimate consumer. TLC also recognizes that LC's may wish to purchase product in reasonable amounts for their own personal or family use. A retail sale for bonus purposes shall include sales to non-participants in the compensation plan. The LC will be responsible for complying with the Retail Compliance Program as instructed from time to time. This includes keeping accurate records, including receipts, for all retail sales. Further, although there may be no specific product purchases required, nor are you required to stock any inventory, you will be asked to certify that you have used, consumed or sold at least 70% of your previous inventory prior to re-ordering. Monthly commissions on your organization and sales bonuses are contingent upon TLC receiving any requested verification in a timely fashion. It is TLC policy to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. LC's must fulfill, and it is each LC's responsibility to meet all applicable published personal and downline retail sales requirements, as well as supervisory responsibilities, to qualify for commissions, bonuses, overrides or advancements.
- 20. I acknowledge and agree that I will never reveal, during or after termination of this Agreement, any confidential TLC data or information to any third party, including, but not limited to, information pertaining to any other TLC LC's, other than in the furtherance of promoting TLC under this Agreement. I will not attempt to solicit, directly or indirectly, any TLC vendors, associates, employees, consultants or agents into any other venture, company or business relationship. This clause will not apply to individuals that I have personally-sponsored into TLC.
- 21. I agree that during the time I am an active or inactive TLC LC and for a period of twelve (12) months following the termination for any reason of this Agreement, I will not, directly or indirectly attempt to encourage, solicit, persuade or otherwise attempt to recruit any other TLC LC to leave TLC, terminate his/her Agreement with TLC or compete in any way with the business of TLC. Further, during this period, I will not attempt to solicit any TLC employee, agent, vendor or consultant into pursuing any business or opportunity other than TLC business.
- 22. I acknowledge that as an independent distributor, I am a wholly independent marketing representative who establishes and services wholesale and/or retail customers for TLC products and services. My independent distributorship does not constitute either a purchase of an investment, a franchise, exclusive distributorship or exclusive territory, and absolutely no fees have been or will be required from me or anyone for the right to promote TLC products and services and earn commissions, pursuant to this Agreement. I understand that there may be a monthly or yearly, non-commissionable, administrative fee for database maintenance and software updating. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any person, entity, independent distributor, sponsor and/or TLC. As an independent contractor, I shall:
- 23. Abide by any and all federal, state, county and local laws, rules and/or regulations pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing, promoting or advertising of TLC products and services.
- 24. At my own expense, make, execute or file all such reports and obtain such licenses or permits applicable to me as may be required by law or regulation with respect to this Agreement and/or the receipt, holding, selling, distributing, promoting or advertising of TLC products and services.
- 25. Be solely responsible for declaration and payment of all local, state and federal fees or taxes as may accrue, including, but not limited to, sales taxes, business taxes, income taxes due to Associate activities in connection with this Agreement.
- 26. Never attempt to obligate or bind TLC into any contract, agreement or obligation, other than if I have been specifically instructed to do so in writing by TLC.
- 27. I acknowledge that no purchase or investment is necessary to become a TLC LC and neither TLC nor any person or entity has indicated otherwise.
- 28. I acknowledge that TLC, at its sole discretion, will determine whether qualifications have been met with respect to ranks, commissions, bonuses or compensation.

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- 29. I acknowledge that should I purchase any products or services from TLC, that payment made is solely for that product or service purchase. I understand that I am not making an investment in TLC, I am not purchasing a franchise, territory or security, and this is not a passive income generator. Further, I will never attempt to purchase products or services from TLC with an invalid or improper form of payment.
- 30. I acknowledge that neither TLC nor any individual or entity has made any claim, guarantee, warranty or assurance that I will earn or achieve any level of success or income as a result of promoting TLC products and services. I understand that any potential commissions, bonuses or earnings that I may be entitled to under the TLC compensation plan are based on the actual sales results of my promotion efforts and are affected by factors such as expertise, training, time spent promoting TLC products and services, etc.
- 31. I warrant and agree that I will not attempt to manipulate the compensation plan or defraud TLC in any way, including the creation of phantom or invalid LC positions or business. TLC, at its sole discretion, may terminate or re-assign any LC or LC positions determined to have been created to manipulate the compensation plan or increase potential commissions to anyone without valid purpose.
- 32. I warrant and agree that I will not make any purchase, nor will I cause anyone else to make a purchase of any TLC product or service without valid purpose. Any attempt to manipulate compensation, generate additional, extra or unreasonable compensation, or insincerely achieve a particular rank or bonus shall be considered invalid purposes.
- 33. I acknowledge and agree that TLC will have the right to reverse, recoup, recover or chargeback any commissions or earnings that I have previously received on business that may have been reversed, credited back, cancelled, charged back or not validly paid for. I further acknowledge and understand that TLC shall have the right, at its sole discretion, to withhold the payment of any potential commissions or bonuses, pending the verification of the validity of the underlying sale. TLC, at its sole discretion, may determine the validity or invalidity of any given sale or transaction.
- 34. TLC will investigate potential violations of this Agreement and may take appropriate action, at its sole discretion, up to and including my termination as an independent distributor, for any violation that cannot be immediately and appropriately corrected. Actions taken may include suspension of a LC, reversal of commissions, removal of invalid or fraudulent LC's from a downline, termination of a LC, or other action reasonably required by TLC to resolve the violation. I understand that TLC has the right to suspend or hold back any unpaid commissions, regardless of date earned, pending the outcome of any investigation and determination of the validity of such commissions.
- 35. I understand that it is expressly prohibited to entice or encourage anyone to join, transact business, purchase products, sales aids or literature by confusing them, misleading them, pressuring them, making false or misleading income claims, or showing unreasonable hypothetical situations. No false, confusing, misleading or exaggerated claims of any type may be made under any circumstances, even if true.
- 36. I understand that I cannot insinuate or imply that someone will achieve a specific level of income or success, even if I have previously achieved it. I understand that results achieved by any LC will be based on many factors, including, but not limited to, expertise, time spent promoting TLC products and services and other factors.
- 37. This Agreement constitutes the entire agreement between the LC and TLC and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized representative of TLC or otherwise referenced in this Agreement.
- 38. I agree to attempt to resolve any dispute under this Agreement in an amicable and reasonable way directly with TLC. If I feel additional actions are necessary, I agree that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration in accordance with the Federal Arbitration Act and under the rules and auspices of the American Arbitration Association (AAA). Any arbitration shall be held in St. Clair County in the State of Michigan, under the Commercial Arbitration Rules of the AAA and conducted by a single arbitre who is an attorney with knowledge of direct sales. This Agreement shall be governed by the laws of the State of Michigan, excluding those relating to conflicts of law.
- 39. I agree that there will be no group or class action proceedings of any type against TLC or its officers, directors, employees, consultants or agents for any reason stemming from this Agreement. I agree not to initiate or participate in any group or class action proceeding against TLC, whether in a state or federal court, arbitration or mediation proceeding. I affirmatively waive all rights to become a member of any certified class in any lawsuit or action against TLC. Any arbitration stemming from this independent distributor Agreement shall be conducted solely between me and TLC. I also agree to keep any arbitration proceedings confidential and agree not to disclose any aspect of any arbitration proceedings except as required by law.
- 40. I understand that my agreement to arbitrate will survive the termination of this Agreement. I further understand that nothing in this Agreement shall prevent TLC from applying to and obtaining from a court of applicable jurisdiction, a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction and/or any other equitable relief available to protect TLCs interest prior to, during or following any arbitration or other proceeding.
- 41. If any portion of this Agreement is found to be invalid in a particular jurisdiction, the balance of all terms and conditions, policies and procedures, the compensation plan and any rules, regulations or requirements shall remain in full force. Any required exclusions, amendments or modifications made pursuant to this paragraph shall only apply in the jurisdiction where required.
- 42. I agree that portions of this Agreement and accompanying Policies and Procedures pertaining to disparagement, confidentiality, arbitration, use of the trade names, trademarks, copyrighted material, internet use and/or the sale and distribution of TLC products and services will survive the termination of this Agreement and/or my relationship with TLC.
- 43. I understand that should I voluntarily terminate my relationship with TLC, assuming I was otherwise in good standing, that I must remain inactive and wait a minimum of twelve (12) months before attempting to become a LC again. If I do ever re-apply to become a LC, I understand that I would be starting from scratch and have no rights, privileges, benefits, ranks, level or standing that I may have previously achieved or attained. Should I be involuntarily terminated, I understand that I may not ever again become an independent distributor for TLC, whether as an individual or as part of another entity.
- 44. I acknowledge that there are no guarantees, warranties or assurances that I can or will earn any amount of income or attain any

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level of success as a LC for TLC. I further acknowledge that there are no guarantees, warranties or assurances, express or implied, in connection with any TLC product, service, documents, materials, and/or websites. TLC specifically disclaims all warranties, express or implied, in connection with any products or services, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.

- 45. I acknowledge that participation in any Autoship or monthly recurring order or subscription is optional, but may be available for convenience or added-value. Should I choose to participate, I authorize TLC to process my credit card on file for the amount I opt for.
- 46. I authorize TLC to use my name, image, likeness and/or story in any TLC-related materials, advertising, promotion, websites or other media. I understand that I am not entitled to any compensation or remuneration for such use.
- 47. I authorize TLC or any TLC authorized representative to contact me by e-mail, text message, instant message, fax, telephone or other appropriate device or media, for any purpose or matter relating to my being an LC for TLC. I understand that should I not wish to be contacted, I must affirmatively opt-out by contacting Customer Support.
- 48. I understand that no TLC product or service may be copied, duplicated, reverse engineered, modified, altered, revised or changed in any way by me or on my behalf, other than by written, explicit permission of TLC.
- 49. I agree that I will not, during the term of this Agreement or for a period of twelve months after its termination, attempt to start or assist in the creation of a company whose intention it is to manufacture, distribute or sell products similar to those sold by TLC.
- 50. I agree to defend, indemnify and hold TLC harmless, as well as TLC's owners, officers, directors, employees, agents, consultants or any affiliated people or entities, from and against any and all claims, suits, damages, obligations, losses and expenses, including, but not limited to legal fees, arising out of my conduct, the violation of any of these terms and conditions, the violation of any other obligation or agreement that I may be bound by or the violation of any applicable law, regulation or statute.
- 51. I understand and agree that under no conditions, shall TLC and/or its owners, officers, directors, employees, agents, consultants or any affiliated people or entities be liable to me or any LC for any claim whatsoever related to this Agreement or the relationship between TLC and LC for any amount other than the amount of unused products and services that LC is otherwise entitled to a refund for. In no event shall TLC be liable to any LC for any incidental, special, exemplary, punitive, indirect or consequential damages.
- 52. Any notice required in connection with this Agreement may be made by notice to the last known physical address or e-mail address that I have maintained with TLC and I may send notice to TLC at its then current corporate address or at the designated e-mail address for that purpose.
- 53. TLC's failure to exercise any rights under this Agreement does not constitute a waiver of TLC's rights to insist on compliance with this Agreement.
- 54. I agree that I may not transfer or assign any rights or privileges granted under this Agreement without the express written consent of TLC at its sole discretion and that there may be a fee involved.
- 55. This agreement is not in force until accepted by TLC. I warrant that I have no financial interest in, nor will I acquire any financial interest in another TLC distributorship position.
- 56. Under penalty of perjury, I certify that the social security number, tax identification number or applicable taxpayer identification number that I have submitted to TLC for commission reporting purposes is the valid and correct taxpayer identification number applicable to me.
- 57. Unless I notify TLC otherwise, I certify that I am not subject to backup withholding because I am either (a) exempt from backup withholding; (b) the Internal Revenue Service (IRS) has not notified me that I am subject to backup withholding; (c) the IRS has informed me that I am no longer subject to backup withholding, and I am a U.S. Citizen or other authorized U.S. person.

NOTICE OF RIGHT TO CANCEL: I understand that I may cancel this transaction, without penalty or obligation, within the initial THREE DAYS of my initial purchase, or longer if required by law. I will receive a full refund of products and services purchased during the three day period, less commissions earned. Physical products will be refunded under paragraph 9.

I unconditionally agree to all terms and conditions contained herein: initials____

Exhibit B

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laso® Tea Instant

INSTANT ALL-NATURAL DETOX & CLEANSE

STORE IN A COOL, DRY PLACE.

MAKE IT

Mix one sachet with at least 16.9 fl. oz. of hot/cold water **TAKE IT**

O minutes before eating.

DOSE

Two sachets daily or as directed by your healthcare professional.

TIPS: FOR BEST USE, WE RECOMMEND TO CONSUME THE TEA FOR NO MORE THAN 5 CONSECUTIVE DAYS AT A TIME TO ALLOW FOR DETIMAL DIGESTION AND NUTBIENT AREOPETION











All-natural Detox & Cleanse

Enjoy the detox benefits of the original laso® Tea in an all-natural instant formula. This proprietary blend is equipped with three incredible, all-natural extracts and combined with Nutriose® FM06 (a soluble dextrin fiber) to help maintain your healthy appetite and leave you feeling energized and active.

laso® Tea Instant

Our unique blend is intended to provide gentle colon cleansing and natural body detoxification. Iaso® Tea Instant provides several all-natural and organic extracts well known for their anti-inflammatory and antioxidant qualities. The addition of soluble fiber in Iaso® Tea Instant's formula is designed to reduce appetite so you will feel fuller after eating. Iaso® Tea Instant works synergistically with Total Life Changes® full line of health and wellness supplements.

The soluble fiber we've included in our tea encourages a healthy appetite and helps you feel full. In studies, soluble fiber has been shown to promote a healthy diet and maintain a healthy intestinal track.¹

This product supports a healthy lifestyle. Individual results are not guaranteed and may vary based on diet and exercise. We cannot and do not guarantee that you will attain a specific or particular result, and you accept the risk that results differ for each individual. Health, fitness, and nutrition success depends on each individual's background, dedication, desire, and motivation. Always consult your healthcare professional before consuming any dietary supplement.

Active Ingredients:

Soluble Fiber Dextrin

Nutriose* FM 06 is a soluble dextrin derived from corn starch (which provides the benefits of dietary fiber while maintaining the quality of the tea). It has a low viscosity and dissolves in water easily.*

Cassia Angustifolia Extract

The extract of the seeds of Cassia Angustifolia, a native Indian plant, are reported to have powerful cleansing qualities that help relieve constipation. The extract can support healthy colon motility and provides beneficial antioxidants.²

Carica Papaya Extract

This flowering plant originated within southern Mexico and Central America. Scientific studies have shown that papaya supports digestive health.³

Matricaria Chamomilla Extract

This extract is derived from the flowering head of the annual plant. It has been used in herbal medicine to maintain stomach health and comfort* and studied for its anti-inflammatory properties.⁴

Best Used With:

NutraBurst + liquid multivitamin dietary supplement to feed your body the low-cal way.*

NRG dietary supplement supports focus, sustained energy, and healthy exercise programs.*

Resolution Drops dietary supplement for a healthy appetite.*

References:

- National Center for Biotechnology Information https://www. ncbi.nlm.nih.gov/pmc/articles/PMC3029787/
- National Center for Biotechnology Information https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4121200/
- 3. National Center for Biotechnology Information https://pubmed.ncbi.nlm. nih.gov/23524622/
- National Center for Biotechnology Information https://pubmed.ncbi. nlm.nih.gov/28091973/

25 servings per container Serving size 1	Packet (3.5
Amount per serving Calories	10
	% Daily Valu
Total Fat 0g	0
Saturated Fat 0g	0
Trans Fat 0g	
Cholesterol 0mg	0
Sodium 0mg	0
Total Carbohydrate 3g	1
Dietary Fiber 2g	10
Total Sugars 0g	
Protein 0g	

Ingredients: dextrin (soluble dietary fiber), cassia angustifolia extract, carica papaya extract, matricaria chamomilla extract.



Exhibit C

IASO® Tea Instant

WITH FULL-SPECTRUM HEMP EXTRACT STORE IN A COOL, DRY PLACE.

MAKE IT

Mix 1 sachet with at least 16.9 fl. oz. hot/cold water.

TAKE IT

Drink 30 minutes before eating.

DOSE

One sachet daily or as directed by your healthcare professional.

TIPS: Consider consuming a 16.9 oz bottle of full-spectrum hemp extract instant tea and a 16.9 oz bottle of the original instant tea formula daily; only five days weekly. Allowing two days off may increase the effectiveness of the product long-term by allowing your body to maintain homeostasis (to regulate its internal conditions, such as the chemical composition of its body fluids).*









About Iaso® Tea Instant (with Hemp Extract)

Enjoy the same great benefits of the Original laso* Instant Detox Tea with the addition of 100 mg of agricultural full-spectrum hemp extract grown in Colorado. This all-natural formula has two grams of nonGMO Dextrin (soluble dietary fiber) and only ten calories per serving.

laso® Instant Detox Tea with cannabidiol features CO2 extracted Hemp oil, free of harmful solvents and uses a gentle, low temperature, alcohol-free extraction process. This clean oil extraction process yields a high-quality extracted Hemp oil retaining a broad spectrum of terpenes, cannabinoids, and other phytocompounds. **

laso® Instant Detox Tea with Full-Spectrum Hemp Extract contains five all-natural extracts with antioxidant properties that support your body's natural response to inflammation, with the same benefits of intestinal cleansing as the original laso® Instant Tea formula. Soluble fiber encourages a healthy appetite and helps you feel full. In studies, soluble fiber has been shown to promote a healthy diet and assist in maintaining a healthy intestinal track.¹

This product supports a healthy lifestyle. Individual results are not guaranteed and may vary based on diet and exercise. We cannot and do not guarantee that you will attain a specific or particular result, and you accept the risk that results differ for each individual. Health, fitness, and nutrition success depends on each individual's background, dedication, desire, and motivation. Always consult your healthcare professional before consuming any dietary supplement.

Ingredients

Full-Spectrum Hemp Extract

Full-spectrum hemp extract contains an array of cannabinoids, as well as many essential vitamins and minerals, fatty acids, protein, chlorophyll, fiber, flavonoids, and terpenes. Together, these compounds work harmoniously to magnify their therapeutic properties. Studies have shown that CBD can be useful in helping the body maintain digestive, mental, and emotional wellness.²

Soluble Fiber Dextrin

Nutriose® FM 06 is a soluble dextrin derived from corn starch (which provides the benefits of dietary fiber1 while maintaining the quality of the tea). It has a low viscosity and dissolves in water easily.*

Cassia Angustifolia Extract

The extract of the seeds of Cassia Angustifolia, a native Indian plant, are reported to have powerful cleansing qualities that

help relieve constipation. The extract can support healthy colon motility and provides beneficial antioxidants.³

Carica Papaya Extract

laso Tea

This flowering plant originated within southern Mexico and Central America. Carica Papaya is believed in traditional medicine to have anti-inflammatory and antioxidant properties, and scientific studies have shown that papaya supports digestive health.⁴

Matricaria Chamomilla Extract

This extract is derived from the flowering head of the annual plant. It has been used in herbal medicine to maintain stomach health and comfort* and studied for its anti-inflammatory propeties.⁵

Best Used With

ProZ provides a gentle detoxing, supporting a healthy digestive system.* **Stem Sense** helps maintain healthy muscules and joints.*

NutraBurst* liquid multivitamin dietary supplement replenishes vital nutrients and minerals.*

References:

- National Center for Biotechnology Information https://www.ncbi.nlm. nih.gov/pmc/articles/PMC3029787/
- U.S. Department of Health and Human Services https://www.nccih.nih.gov/ health/cannabis-marijuana-andcannabinoids-what-you-need-to- know
- National Center for Biotechnology Information https://www.ncbi.nlm. nih.gov/pmc/articles/PMC4121200/
- National Center for Biotechnology Information https://pubmed. ncbi.nlm.nih.gov/23524622/
- National Center for Biotechnology Information https://pubmed. ncbi.nlm.nih.gov/28091973//

25 servings per container Serving size	1 Packet (4.2
Amount per serving Calories	10
	% Daily Valu
Total Fat 0g	0
Saturated Fat 0g	0
Trans Fat 0g	
Cholesterol 0mg	0
Sodium 0mg	0
Total Carbohydrate 3	g 1
Dietary Fiber 2g	8
Total Sugars 0g	
Protein 0g	0
Hemp Oil Extract 100r	ng
	-

Other Ingredients: Nutriose* FM 06 (Non GMO soluble dietary dextrin fiber), Cassia Angustifolia Extract, Carica Papaya Extract, Matricaria Chamomilla Extract



*These statements have not been evaluated by the FDA and are not intended to diagnose, treat, cure or prevent any disease. Total Life Changes, LLC. Hemp oil extract products utilize a Full Spectrum Hemp Extract which may contain trace amounts of naturally occurring tetrahydrocannabinol (THC). We are below the Federal Legal Limit and have no more than 0.3% THC by dryweight. Before taking our products, consult with your healthcare practitioner. Total Life Changes, LLC. assumes no responsibility for the improper use of and self-diagnosis and/or treatment using these products. Our products should not be confused with prescription medicine, and they should not be used as a substitute for medically supervised therapy. If you suspect you suffer from clinical deficiencies, consult a licensed, qualified healthcare professional. You must be at least 18 years old to visit our website and make product purchases.

Exhibit D

laso® Tea Instant

H BROAD-SPECTRUM HEMP EXTRACT STORE IN A COOL, DRY PLACE.

MAKE IT

Mix 1 sachet with at least 16.9 fl. oz. hot/cold water.

TAKE IT

Drink 30 minutes before eating.

TIPS: Consider consuming a 16.9 oz bottle of full-spectrum hemp extract instant tea and

TIPS: Consider consuming a 16.9 oz bottle of full-spectrum heriti extract instant tea an a 16.9 oz bottle of the original instant tea formula daily; only five days weekly. Allowing two days off may increase the effectiveness of the product long-term by helping your body maintain homeostasis (to regulate its internal conditions, such as the chemical composition of its body fluids).*

DOSE

One sachet daily or as directed by your healthcare professional.

0.0% THC laso Tea laso Tea laso Tea









All-natural Detox & Cleanse with **Broad-Spectrum Hemp Extract**

Enjoy the detox benefits of the original laso® Tea in an all-natural instant formula. This proprietary formula is powered by 100mg of organic Broad Spectrum Hemp Extract with 0% laboratory certified THC content, over 100 phytonutrients, and over 12.5 mg of CBD per serving.**

It is also equipped with several more incredible extracts combined with Nutriose® FM06 (a soluble dextrin fiber) to help support a healthy appetite and digestion. You'll enjoy the effects of a gentle detox that help maintain healthy digestion, the perfect complement to your diet and weight-loss program. You'll feel more energized, with a lighter mood.*

This product supports a healthy lifestyle. Individual results are not guaranteed and may vary based on diet and exercise. We cannot and do not guarantee that you will attain a specific or particular result, and you accept the risk that results differ for each individual. Health, fitness, and nutrition success depends on each individual's background, dedication, desire, and motivation. Always consult your healthcare professional before consuming any dietary supplement.

Ingredients

Broad-Spectrum Hemp Extract

The ingredient that provides our tea's CBD and the health benefits you're looking for. Studies have shown that CBD can help the body respond to stomach discomfort and help support overall mental and emotional wellness.2

When the hemp is processed, the entire plant is utilized like fullspectrum hemp, but the key difference is 100% of the THC is removed, making the product free of any illegal substances. Our hemp is laboratory tested, certified for quality, and contains 0% THC. **

Non-GMO Dextrin

Nutriose® FM 06 is a soluble dextrin derived from corn starch (which provides the benefits of dietary fiber while maintaining the quality of the tea). It has a low viscosity and dissolves in water easily. Studies have shown that soluble fiber can promote satiety (the sensation of feeling full). *

Malic acid is naturally found in apples, blackberries, cherries, and many more fruits. It is produced in the body when carbohydrates are converted into energy. Studies have shown it helps the body produce energy during exercise.3

Cassia Angustifolia Extract

The extract of the seeds of Cassia Angustifolia, a native Indian plant, are reported to have powerful cleansing qualities that help relieve constipation. The extract can support healthy colon motility and provides beneficial antioxidants.4

Carica Papaya Extract

This flowering plant originated within southern Mexico and Central America, Carica Papava is believed in traditional medicine to have anti-inflammatory and antioxidant properties. * Studies have shown that papaya supports digestive health.5

Sea Salt

Sea Salt is minimally processed compared to table salt; therefore, it contains trace amounts of potassium, iron, and calcium.*

Beta Vulgaris Extract

Beta Vulgaris extract is derived from beetroot. Beetroot contains

significant amounts of Vitamin C, Vitamin A, folate, magnesium, and phosphorus, and has been studied for its ability to address a number of conditions and diseases.6 It is also rich in fiber, which helps the body maintain healthy digestive regularity. *

Matricaria Chamomilla Extract

This extract is derived from the flowering head of the annual plant. It has been used in herbal medicine to maintain stomach health and comfort* and studied for its antiinflammatory propeties.7

Best Used With

ProZ provides a gentle detoxing, supporting a healthy digestive system.*

Stem Sense helps maintain healthy muscles and joints.*

25 servings per container Serving size	1 Packet (4.2
Amount per serving Calories	10
	% Daily Valu
Total Fat 0g	0
Saturated Fat 0g	0'
Trans Fat 0g	
Cholesterol Omg	0'
Sodium 0mg	0'
Total Carbohydrate 3	g 1'
Dietary Fiber 2g	8'
Total Sugars 0g	
Protein 0g	0'
Broad-Spectrum Hem	p Extract 100mg

Ingredients: non-GMO dextrin (soluble dietary fiber), cassia Angustifolia extract, broad-spectrum hemp extract, malic acid, stevia extract, Carica papaya extract, beta Vulgaris extract, Matricaria chamomilla extract

NutraBurst® liquid multivitamin dietary supplement replenishes vital nutrients and minerals.*

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References:

- National Center for Biotechnology Information https://www. ncbi.nlm.nih.gov/pmc/articles/PMC3029787/
- U.S. Department of Health and Human Services https://www.nccih.nih.gov/ health/cannabis-marijuana-and-cannabinoids-what-you-need-to-know
- 3. National Center for Biotechnology Information https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4787273/
- 4. National Center for Biotechnology Information https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4121200/
- 5. National Center for Biotechnology Information https://pubmed.ncbi.nlm.nih.gov/23524622/
- 6. Nutrients https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4425174/
- 7. National Center for Biotechnology Information https:/pubmed.ncbi.nlm.nih.gov/28091973/



*These statements have not been evaluated by the FDA and are not intended to diagnose, treat, cure or prevent any disease. Total Life Changes, LLC laso Instant Tea utilizes a Broad Spectrum Hemp Extract which contains 0.0% total THC as evidenced through independent laboratory tests. Before taking our products, consult with your healthcare practitioner. Total Life Changes, LLC. assumes no responsibility for the improper use of and self-diagnosis and/or treatment using these products. Our products should not be confused with prescription medicine, and they should not be used as a substitute for medically supervised therapy. If you suspect you suffer from clinical deficiencies, consult a licensed, qualified healthcare professional. You must be at least 18 years old to visit our website and make product purchases.

Exhibit E



laso[®] Tea

INSTANT

WITH BROAD-SPECTRUM HEMP EXTRACT

0.0% THC













(C) \$1 laso Tea



Exhibit F

Get Accredited Español BBB Scam Tracker

♀ My BBB

Better Business Bureau®

Home > Michigan > Fair Haven > Health and Wellness > Total Life Changes, LLC > Customer Reviews

- Share Print
- Customer Reviews

Customer Reviews

Total Life Changes,

- 6094 Corporate Drive Fair Haven, MI 48023-1422
- https://totallifechanges.c om/



12/18/2020

I've bought items from plenty of different companies, and this company's customer service is by far one of the worst! Getting a hold of someone over the phone is a nightmare and chatting with someone over the internet is limited and useless. Purchasing a product with the company took too much effort and having to return an item is even worst! I wouldn't recommend or purchase another product again! I should have done better research before spending my money on their products.

Pd M

(5 stars)

12/09/2020

This is a great company with fantastic products and service. Live shows are energizing!!!

Miranda H



12/09/2020

1/28/2021 Case 1:21-cv-10231-TLL-PTotal Lite Colongleto LLC- Grand and the Busifield Busifield Busifield Page 3 of 22

whether a product is missing or they send something completely different from what I ordered, their customer service team has responded poorly. The response times are outrageous. And whenever I do reach someone, they often leave me hanging with nothing resolved. I have to reach out multiple times and speak to multiple people before my issue gets resolved and it's absolutely ridiculous. I'm spending hard earned money with this company; I expect better service. I'm absolutely disgusted with my experiences with their customer service team.

Lisa S.

11/30/2020

I was overcharged by there rep in return over drafted my account. TLC did nothing to make it right. Don't waist your money.

Ms B.

10/20/2020

Never dealt with this company in my life and got a fraudulent \$275 charge on my debit card.

Nicole T



10/17/2020

I love these products. I've lost 65 lbs after 4 months.

Tim N



10/04/2020

The owner of this business Hayavi Moradi is a scam artist he scammed my business for \$51,000. We were trying to purchase medical gloves, paid him in full never shipped and refused to refund us

Neyo W



09/14/2020

In the beginning I was getting a reply but now I feel like Customer service is ignoring me I sent like two or three emails to suhelym@totallifechanges. com and she has stopped responding very unprofessional All I'm going to say is since this company is refusing to respond and issue me a credit back to my original payment method Since there was a problem with UPS delivery and I never

received my items or a credit back to my original payment method debit card I have no other choice but to take further action i've submitted a lawsuit against this company today and I am going to do a review about my experience and show my lawsuit paperwork on YouTube against this company

Neyo W



09/10/2020

I'm also going to do a video and post it on YouTube and other social media's regarding my experience with this company Which has been bad I've been with this company since June and I can honestly say this company has good products but when it comes to Delivery and Customer service It is bad and need lots of improvement i'm contacting the company today to close my account I don't want to do business or purchase any products from this company anymore because out of all the orders I have placed two times I paid for expedited shipping and did not receive the products the next day like I paid for and then my last order I placed which was almost \$2000 worth of products plus I paid for shipping And shipping was very expensive almost \$100 in the company has lied to me I have not received any replacement products or a refund actors told that they would issue a refund but never received a refund almost \$2000 worth of products is a lot of money to spend and not receive any product or refund

Lareasha R

08/26/2020

I recently signed up to be a preferred customer accidentally signed up for a business kit and a product without much knowledge! I would just like a full refund until I learn more about the business aspect of it all...my order number is #....in I also tried emailing this issue but no response.

Anita R



08/25/2020

I have no complain, I have received all my packages daily updates on them. When I had a problem with the system the wait time was a little long but it got resolved. I love the products. They truly work.

Felicia

08/20/2020

Tlc is full of shit you get inaccurate information from customer service and they just brush u off won't be selling for them anymore and to the President BLACK LIVES DO NATTER

Kandice J



07/01/2020

I placed an order in early June 2020, my understanding that the package would be sent through UPS. I received a tracking number but never received my order. Local post office told me it was delivered, I never received it!!! In addition to this mess, wait time to reach a rep from total life change is ridiculous! I have been calling since June 18, 2020, each time holding for more than 30 minutes to 2 hours



Total Life Changes, LLC Response

07/08/2020

Hello Kandice, We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

Shirley W



06/29/2020

I sign up for Total Life Changes the beginning of June. I busted my but getting the G5 challenge for June. Now that I have gotten 5 people to place an order. I am told that I can not get my commission off of them because of my name for the IRS. I was on the phone for 2 hours waiting on Customer Service, just to be told that I had to email the compliance department. When I email the compliance department. They return an email stating that was the wrong department. I need to email the secure department. In, which I did and received an email stating that I need to complete a form online. I completed the form and then I get an email stating that I need to send a copy of my Social Security card to update my last name. I email them my Social Security card. At AM EST, I received and email stating that I need to send in a copy of my driver license and my ID number, with a nasty quote. At this point I am frustrated. I ask them what do you really need from me. I don't know who I am sending my information to. So since 6/26/20. I have been sending email and no one is responding to me. I am fed up. I want to call it quit with them. Shirley Whittaker 40779365



Total Life Changes, LLC Response

07/08/2020

Hello Shirley, We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

Nayoka



06/27/2020

This company is bogus and can not get a live person on the phone. I placed an order on 6/22/2020, my monies was debited out of account but I have not received product, or email confirmation stating that said product is on the way. What I did get was an email with my preferred customer username and password. When i log in with those credentials it shows me as a distributor. I DID NOT sign up for this and I want my money back. I have no intentions on selling their products, now I don't want to try their products either.



Total Life Changes, LLC Response

07/08/2020

Hello Kami! We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

Kami H



06/20/2020

I can not tell you how many HOURS I sat and waited on the phone to speak to someone for only 10 mins. One day I stayed on the phone for 5 HOURSS! Another for 4 hours then after waiting on hold for so long I was told they w were closed and I got hung up on. one time I called and I was number 3000! IM A LIFECHANGER and My customer didn't get her whole order,I've filled out form after form. I've emailed them and everything and NO ONE HELPS! I've had others who has tried to order but they are prompted to call a number with a reference number. TLC if no one has told u already, I WILL people will just go to the NEXT thing! I've had customers just stop caring about even wanting the product because of the hassle! NO ONE wants to call, wait on hold to spend money..! Their are MANY companies doing what your'e doing with way better reviews and customer service! Oh and by the way, I'm on hold now. I was told I was number 30.. I've been on the phone for almost 2 HOURS! ARE U SERIOUS! ?? Life changers should at least get free products or HALF OFF! THIS COMPANY IS RIDICULOUS!



Total Life Changes, LLC Response

06/22/2020

Hello Kami! We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

Rissena P

(1 star)



06/19/2020

I signed up to become a life changer on 06-13-2020. I received a reference number, I been trying all week to finalize my order. I sent so many emails. They keeps telling me that, the best Way to resolve this problem is to contact customer service. And I been trying to call them. It's impossible for me to get through, I called them a million times, they promised to call back to help me with the problem, until now no one cares. I was so excited to about the products. I'm very disappointed



Total Life Changes, LLC Response

06/22/2020

Hello Rissena! We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

Melina D



06/18/2020

I have sent several emails to have a placement change. NO RESPONSE!!! As I am typing this email, I have been on hold for over an hour, to be accurate, one hour and 27 minutes. This is ridiculous. IBO #*******. This kind of discourages me to continue, I am ready to call it quits!! Very unprofessional. I only chose 1 star because I had to, If I could have left that part blank I would have!!



Total Life Changes, LLC Response

06/22/2020

Hello Melina! We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

Samantha B



06/16/2020

I am still waiting on a partial refund, I continue to email these fools because calling makes no sense. This is the most incompetent company I've ever had to deal with, I feel so aggravated it's not even funny. I'm reaching out to a lawyer.

Total Life Changes, LLC Response

06/22/2020

Hello Samantha, A customer support agent will review your case to evaluate all charges have been refunded back to you. We strive to provide great customer experience and we want to make sure this is done for you.

Nicole M



06/13/2020

I will Never Ever Ever order anything from this company again! My distributor placed my order on 6/01/2020 for two orders of Harmony Drops and the merchandise was supposedly shipped on the same day. It's now 6/13/2020 and I have received nothing. I attempted to call the company directly but there's only a busy signal. I also contacted USPS because for quite a few days my order has been in transit to the next facility, which means that it stopped updating. They were no help at all. I've spent \$136.20 on my order and there's no-one to talk to about why it hasn't been delivered. So TLC has my money and I haven't received any merchandise. I can't submit a request because I don't have the account number that is required to place the request. I guarantee you that TLC has lost a customer for life and I will NEVER be coming back!

Nicole M



06/12/2020



Total Life Changes, LLC Response

06/15/2020

Hello Nicole! We apologize for the customer experience you have received. We thrive on providing the best customer experience for our customers. A customer support agent will be contacting you shortly to help you solve your case. Thank you

Nicole M



06/11/2020

1/28/2021 Case 1:21-cv-10231-TLL-PTold Life Colombia LLC- Green and the Businesse du a 2010 12/28/10 Page 9 of 22

I ordered my product 10 days ago and it's stuck in transit. TLC's excuse is the Covid-19 pandemic but companies like Amazon and Ebay are not exempt from the effects of this pandemic but their services aren't lacking the way that TLC's services are. I've attempted to contact TLC and have been given a 9-hour time frame for my call to be answered. This doesn't make sense because bigger companies are still answering my calls in a much timelier manner. I'm highly disappointed. I'm going to have to look for another place to shop.



Total Life Changes, LLC Response

06/15/2020

Hello Nicole! We apologize for the customer experience you have received. We thrive on providing the best customer experience for our customers. A customer support agent will be contacting you shortly to help you solve your case. Thank you

Ash



06/09/2020

This company is quick to take your money but take forever to send your product out... I have called on 2 different occasions about not receiving my order confirmation. And I get getting told lies from different customer service agents. My order number is 8528315



Total Life Changes, LLC Response

06/15/2020

Hello Asheena! We apologize for the experience you have received. We thrive on providing the best customer experience we can. A customer support agent will be in contact with you shortly for more information to solve your case. Thank you

BRITTANY G



06/09/2020

I have purchased the Replenish Kit and tried it for 10 days. I returned the items, submitted the tracking information and filed the requested RMA form and I have not heard back from anyone. I would like a full refund for the items that did not work. I have received two automatic emails and I am tired of no one reaching out to me in regards to this purchase.



Total Life Changes, LLC Response

06/15/2020

Hello Brittany! We apologize for the delay in our response to you. A customer support agent will be contacting you shortly to resolve your case. Thank you

Kywanda R



06/07/2020

I have been a Life Changer for about two months now and I have not been able to get someone on the phone to call me back to resolve my TLC prepaid card issue. I am a Director (IBO# 39580361) and is able to help others become a LC but no one helps me when I need it. Every time I call I'm number 3K and something in queue but never get a callback. The company keeps taking me around in circles and I'm tired of it. This is very disheartening.



Total Life Changes, LLC Response

06/15/2020

Hello Kywanda! We apologize for the delay in your response. A customer support agent will be contacting you to make sure your TLC Prepaid card issue is resolved right away. Thank you

Charletta M



06/06/2020

I've tried calling and emailing this company about my order number ******* that I've never received my order was sent to the wrong address and no one has never replied nor called me back I am highly disappointed. Every time I call I am 1700 in line. All I want is a replacement sent to the correct address that I sent to you numerous of times and I feel that I deserve an additional raspberry tea for this inconvenience if you need my correct address please email me so that I can provide you with the right address again.



Total Life Changes, LLC Response

06/15/2020

Hello Charletta! We apologize for the delay in responding to your case. A customer support agent will be contacting your shortly to take care of your case right away! Thank you

kendra g



06/05/2020

1/28/2021 Case 1:21-cv-10231-TLL-PTible Life Charles, LLCG REVENUE Bete 1 Bus Fries & 1 2 1 2 1 2 2 2

when people are paying over 600 dollars in products there is no excuses as to why u should be delayed for months and weeks at a time this people accept your money and dont even have the product in stock you will be waiting for weeks and months and dont think about calling because they have no customer service team that can answer the phone when u create a shipping label make sure u send that package out dont lie to the people making it seem as if the package is ready for shipping when it not the products work but i think this company is making to much money and dont have the resources to keep up with the demand of the customers walmart is a big company making more money and with lots of staff if this company has been around sense the 90s i dont under =stand why they dont have a better customer service team if they keep going the way they are people will not spend so much money with these people i order my product over 500 dollars and the only thing i got was a shipping label created days ago very unprofessional i will be back in a few days to update you all but right now they keep lying about emailing them and they will reply within the same day its been 3 days no reply



Total Life Changes, LLC Response

06/08/2020

Hello Kendra! We apologize for the inconvenience that this has caused you. A Customer support agent will be in contact with you shortly to help you resolve your case with TLC. Thank you

Fuaineaitee W



06/04/2020

Why is customer service so hard to reach?? I have been calling for days now about a package that was supposedly "delivered" but never I never received. It was an order of Nutraburst. Every time I call customer service, they never let you speak to a representative and makes you wait up to 48 hours for a call back and they never even call back. I am truly disgusted and I am done with this company. I just want my refund back of my Nutraburst I never received. Half of these products are not even as all natural as the claimed to be. Customer service needs rot be fixed ASAP because so many other people have complained amour not being able to get in contact with TLC.



Total Life Changes, LLC Response

06/08/2020

Hello Fuaineaitee, We apologize for the delay on your case. A customer support agent will be in contact with you to help you resolve all pending cases you have with Total Life Changes. Thank you



06/04/2020

I joined without trying the product. I placed my order and I'm excited to receive my 1 kit and NRG. My mom joined and signed me up. My mom received her order only a few days after joining up. She is very happy with the CBD Tea and appreciates that she's now getting a good night's rest. Something she hasn't done in 5 months. I CAN'T WAIT TO HELP MYSELF AND OTHERS! Jewells from Jersey



Total Life Changes, LLC Response

06/08/2020

Hi Latoya! We are excited you have joined the TLC Family! Lets keeping changing lives one cup a tea at a time!

Felicia M



06/03/2020

Placed a order 5-28-20 label made on 5-29-20 order still has not shipped can't get through to customer service no one response to your email. Been calling all day today after a hour on hold phone hangs up saying you reached your limit. Even the Sponsor I went through can't get anyone to answer her email this is ridiculous. All I want is what I paid for.



Total Life Changes, LLC Response

06/08/2020

Hello Felicia! We apologize for the delay in your case. A customer support agent will be contacting you to confirm your order and resolve any pending cases you have with Total Life Changes. Thankyou

Samantha B



06/02/2020

I've been trying to get ahold of the customer service and it's been nearly impossible.



Total Life Changes, LLC Response

06/08/2020

Hello Samantha, We apologize for the delay in your case. A customer support agent will be in contact with you shortly to help you resolve your case. Thank you

Samantha B



06/02/2020

So I've purchased over \$500 in products, waited over 3 weeks to receive my orders. Also became a life changer and haven't received 1 commission payment. Worst customer service experience, you have to wait 72 hours to receive a damn call back????



Total Life Changes, LLC Response

06/05/2020

Hello Samantha, We apologize for the delay in your case. A customer support agent will be in contact with you shortly to help you resolve your case. Thank you

Jessica A.



05/31/2020

It's been about a month and I can't even receive one product. Calling customer service to get through to someone is nonexistent, I'm always caller number 700 or 3,000 (not exaggerating). Someone from customer service called me back at 2:00 o'clock in the MORNING! And by the looks of the number, we were actually in the same time zone.



Total Life Changes, LLC Response

06/05/2020

Hello Jessica! We apologize for the delay on your case. A customer support agent will be contacting you shortly to further assist you. Thank you

M. A.



05/30/2020

This company is awesome! It is experiencing some delays right now because of Covid-19, however, that does not negate the fact that their integrity, care and overall philosophy is one of a kind! I have visited their facility to purchase items and the feeling and vibrations from the employees is amazing! I look forward to climbing the ranks and appreciate this overall experience. Those that don't appreciate it, really need to look inward. This company compels you to be better as a person and to help others. Love you TLC!!!



Total Life Changes, LLC Response

06/05/2020

Hi Matresa! We appreciate the great feedback! Thank you!

Naomi K.



05/27/2020

I haven't received my order made 2 weeks ago i received a shipping notification but all it says is label created for the past 10 days. Their customer service is non existence I'm just going to file a dispute with my bank.



Total Life Changes, LLC Response

06/01/2020

Hello Naomi! We apologize for the delay on your order. A customer agent will be in contact with you shortly to resolve your case and make sure you receive your order. Thank you!

Naomi K.



05/27/2020

Order 7993188 has never been shipped! The lack of customer service is terrible the phone number they'll never pick up you will never receive a call back they will never answer your email . Don't even waist your money because they don't even ship product . I'm going to be filing a dispute with my bank to get my money back . This was a complete waste of time.



Total Life Changes, LLC Response

06/01/2020

Hello Naomi! We apologize for the delay in your order, we are working very hard on making sure all our customers orders are shipped on a daily basis. Please review your email with your tracking information on your order. Thank you

Nicole J.



05/22/2020

Hello I was on a call for Total Life Changes to sign up and the lady who was running the call was very rude. She made comments about she don't want no broke friends and she was also talking down about heavy set people. She was very unprofessional with the call she held. I wanted to join the company but I no longer want to because she is very unprofessional. To have a company that is trying to change the lives of people around the world you guys need better leadership. Sharron **** is not someone a lot of people would want to be under. She is very rude and heartless. Please train your leadership to have a heart for the people and compassion because the people that she talk down to may just be you guys next CEO. Have a nice evening.



Total Life Changes, LLC Response

05/26/2020

Hello Nicole! We are sorry to hear that, we appreciate the feedback regarding this issue. We would want all our life changers to follow our core values as we do at TLC. We will take this to our compliance team to review. Thank you

Brittany



05/22/2020

The raspberry lemonade which clearly states 0.0% THC HAS THC in it! which caused me to fail a DOT Drug test and lose my job! This company is disgusting and when you call to speak with someone No one answers nor calls you back!



Total Life Changes, LLC Response

05/26/2020

Hello Brittany, We apologize this happened to you. Our Broad-Spectrum Hemp Extract with 0% laboratory certified THC content, over 100 phytonutrients, and over 12.5 mg of CBD per serving. Please review this certificate of analysis for more information https://totallifechanges.zendesk.com/hc/en-us/articles/360043143074-laso-Tea-Instant-with-Broad-Spectrum-Hemp-Extract Thank you

Lichelle D



05/22/2020

1/28/2021 Case 1:21-cv-10231-TLL-PTIMA LIECHENGE, LLCG REVAGE BUE GBUSTING BUB (MOLT A SILE PAGE 16 of 22

I am lost for words that this company has lost its integrity, this has become a tramp tea and not a detox tea, girls half naked very provocative, listening to degrading music selling there products. The company can not meet the supply on demand and is still taking peoples money. Creating shipping labels without even sending the product out, because they don't have any. Their contract to be apart of there company is very hidden and deceptive. The things that goes on behind the scenes(special privileges, private numbers, product hovering ranks been in organic created. The compliance department is a piece of crap., the customer service is not only difficult to get through, but also inexperienced with little information, you will be close to caller 4000 when you call! You are not respected if you are not of an higher rank, they con cancel you at anytime if they choose to based off there terms and policies. Products have some bad side affects on many people and its being hushed. This company and what it stands for now is complete disaster. Unfortunately I am forced to walk away from this company, because of the lack of integrity, It has become about greed and Ranks. There is a lot of policy violations going on right now and has not been addressed.



Total Life Changes, LLC Response

05/26/2020

Hello Lichelle, We apologize for the experience that you have received with Total Life Changes. We follow each of our core values and we would like to let you know that we want to make your situation right. A customer support agent will be in contact with you to collect more information regarding your case. Thank you

Natasha D



05/22/2020

They basically scammed me for my money.i still have not received my order and I'm getting no answers from them



Total Life Changes, LLC Response

05/26/2020

Hello Natasha! Your order is in transit to be delivered tomorrow 3/27. Please let us know if you do not receive your order tomorrow. We apologize for any inconvenience this has caused you. Thank you

MONCHEL H



05/21/2020

1/28/2021 Case 1:21-cv-10231-TLL-PTible Life Cliengles, LLCG REvergel Bette 7 Businises to 022/0017/2016 Page 17 of 22

My order ********, I received email per UPS expected delivery by 05/06/2020. Email received per TLC shipped 05/03/2020. TLC website states since 05/05/2020 order process and ready for UPS pickup. UPS tracking states needing label from sender. My order is just sitting somewhere. Very difficult to get in contact with the company. Received a callback at 3 am very frustrating when i am sleep and have to get up for work in a few hours to not get this matter resolved. Its been an additional week and still no progress and again will have to wait longer than the 48 hrs to speak with someone.



Total Life Changes, LLC Response

05/26/2020

Hello *******! We have received your case and your Nutraburst is being sent today with an extra Nutraburst for the inconvenience that this has caused you. Thank you



05/21/2020

I appreciated getting my tea and drops in a timely manner, but it has now been more than a month since I ordered my Nutraburst, when the notice told me it would only be 5-7 days. I cannot get in contact with anyone and I'm number 987 in line. Very disappointing. Order #: 6823350



Total Life Changes, LLC Response

05/26/2020

Hello Allyson, We apologize for the inconvenience this has caused you. We will resend your Nutraburst today for you and we will send 2 for you to enjoy with a family member! Thank you

> Kayla Q ★☆☆☆☆ (1 star

05/21/2020

I ordered the Spring Back kit which was already difficult process due to the website lagging. On the day my order was due to be delivered, it was rerouted back to the warehouse for unknown reasons. My address and all of my information was accurate so I know it was not anything on my behalf. I tried contacting customer service & the person I signed up under. They completely ignored the call back request & email that the person I signed up under sent out in regards to my order. Customer service took forever to respond to me but eventually said that they had resolved the issue and sent me another tracking number. On the day of delivery, my order was rerouted back to the warehouse again for the 2nd time. I then contacted customer service again requesting a refund because it had been a month since I ordered and at this point, I was fed up. The customer service rep by the name of Shantel ignored my request for a refund and decided to send the kit back to me again. She proceeded to tell me that the only way I could get a refund is if I sent the order back when I never asked for it to be sent to me for a 3rd time. I just wanted my money back. I then asked her if she basically was stating that I would not be able to get compensated for the inconvenience and she replied saying that she could give me a \$10 credit in points (whatever that means) as if I would EVER want to buy anything from this company again. I am highly unsatisfied with the customer service and lack of care that I received. I've ordered from this company before but will NEVER order from here again. This is very ridiculous.



Total Life Changes, LLC Response

05/26/2020

Hello Kayla, We are very sorry for what happened. We understand that it can be frustrating. A refund for the spring back kit has been completed for you. Please allow 3-5 business days for the credit to appear on your account. Again, We are very sorry for the inconvenience. Please contact customer support for any further concerns you might have — our customer service agents are always very happy to help.

Gia H



05/18/2020

Sent items back because I was unhappy with the product. Items were returned over a week ago and was in the 30 day policy and I still haven't received a refund and can't get anyone on the phone! I am completely frustrated with this issue!



Total Life Changes, LLC Response

05/26/2020

Hello Gia! We have received your returned item and a refund was completed on 05/20/2020. We apologize for any inconvenience this has caused you. Thank you

C.D.

(2 stars)



05/17/2020

Product is ok but the sponsor(39442887) and customer service is HORRIBLE! I placed an order under order#6831664. The sponsor placed order under her account so she can get credit for sale. I paid \$180.35 on 4/20/20 for the relax/replenish kit which was to include nutraburst/pills/instant tea. I received package without the nutraburst & no explanation as to why nutraburst was missing. I reached out to sponsor 39442887 on 4/24/20 to advise order was received incomplete. After a few days of not receiving an update, i disputed the cost for missing nutraburst \$55.30 on 4/27/20 & was refunded \$55.30. I received the nutraburst the following week & paid the sponsor directly via cash app 5/7/20 for \$55.30 cost of nutra burst. So my order is paid in full! YET THE SPONSOR KEEPS HARASSING ME TO PAY HER AN ADDITIONAL \$125.05 making it a total of \$305.40 for a \$180 kit! She keeps advising TLC refunded me my total payment of \$180 when my bank shows proof of \$55.30 being refunded NOT \$180!!! I KEEP ASKING FOR PROOF OF \$180 REFUND AND NO ONE IS SENDING ME THE PROOF! I've REACHED OUT TO TLC AND I HAVE EMAILS STATING I OWE NOTHING BUT THE SPONSOR CONTINUES TO HARASS ME DAILY FOR ADDITIONAL MONEY! I have all proof of all payments, texts, emails!!!



Total Life Changes, LLC Response

05/20/2020

Hello Cynthia, We apologize this is happening to you. We will have a customer support agent contact you to help your resolve your situation. Thank you

Customer Response 05/23/2020

A customer agent Named Sandra Padilla emailed me Wednesday 5/20/20 requesting the order# and details of my complaint so she can review. I'm a bit confused because all the information she's requesting is included in my bbb complaint?? Nevertheless I resent all the information to Sandra Padilla and advise me included copy of my Chase bank statement which confirms my original payment \$180.35 and it confirms the reversal & refund received from TLC of \$55.30! In addition, I sent proof of payment made to sponsor directly for \$55.30 refund I did receive. So this would be my 8th time sending all this information to TLC and I've provided PROOF of full payment! NEEDLESS TO SAY I NEVER RECEIVED A RESPONSE FROM Sandra Padilla. WITH THAT SAID AS OF TODAY IVE RETURNED ALL PRODUCTS UNDER THE 30DAY FULL REFUND GUARANTEE! IN MY RETURN PACKAGE I'VE INCLUDED COMPLETED THE RMA FORM, ALL UNUSED PRODUCTS FOR INSTANT TEA/NUTRABURST/PILLS, COPY OF UPS DELIVERY CONFIRMING 4/23/20 DELIVERY DATE, TLC SHIPPING/ORDER/PAYMENT CONFIRMATION. RETURN PACKAGE CAN BE TRACKED VIA USPS TRACKING#9**SSN****SSN***2 which is dated 5/23/20 which is within 30day delivery date requirement for refund guarantee! As soon as package is marked as delivered I'd like my refund returned to original payment Method made on order to credit card ending 1182.

Customer Response

06/02/2020

THIS COMPANY IS HORRIBLE! SANDRA BUSTOS CONFIRMED I WOULD GET MY REFUND ON 5/26/20. ITS BEEN 5business days AND NO REFUND WAS POSTED TO MY CREDIT CARD! WHERE IS MY MONEY????!!! I WANT IT NOW! THEY GOT THEIR PRODUCT BACK WITHIN 30DAYS PLUS SEVERAL COMPLAINTS & STILL NOTHING!

Raven N



05/12/2020

I haven't started using my products yet, but I'm so excited to do so! I received them in a timely matter, and am super impressed with my sponsor! Can't wait to start my total life change!

OTLC

Total Life Changes, LLC Response

05/15/2020

Hi Raven! We appreciate the great feedback! Welcome to the TLC Family! Thank you

Mrs.Ford



05/10/2020

I sent an email requesting a refund for my last order; after I saw a post saying that lead is in the products. ?? I haven't heard anything back

OTLC

Total Life Changes, LLC Response

05/15/2020

Hello Rashena, A customer support agent will be contacting you shortly for more information regarding your refund request. Thank you

Nena W



05/10/2020

Hello, Order Number: 7368901 This is my first order with TLC and it has been a misleading one! I ordered on May 2, 2020 and paid for 2DAY shipping. When I ordered, the products were available, so I do not understand why I haven't received my order. In addition, there's a tracking # with no tracking information. When I log into the portal, it says my order has been shipped. UPS has no information on it-I called them. I can't trust that a company takes pride in their products, if they don't take pride in honesty! Whenever it shipped, I'd like to be compensated with extra products that I ordered, and a refund of the 2DAY shipping I paid for! Nena Wells



Total Life Changes, LLC Response

05/15/2020

Hello Nena, We do apologize for the inconvieince, we have refunded the shipping difference for you and the tracking below shows your order has been delivered for you. We have added 20 TLC points to your account to use towards your next purchase. Tracking UPS: 1Z2333RA0210458183 Thank you

James C



05/09/2020

We received 1 Item #1414. We did not order this. We did not authorize the use and charge on our credit card. We demand a complete refund of this \$235.35 fraudulent charge. We will return this product. We have contacted our Credit Card Company and our local law enforcement fraud detectives. We have filed complaints with our Attorney General and that of the state of Michigan. We have called TLC number of times and have been unable to speak to anyone, when we call we are any one of 300 to 3,370 in the queue. The Order Number: 7240079



Total Life Changes, LLC Response

05/15/2020

Hello James! We apologize for the inconvenience this has caused you. A full refund has been completed for you. Please allow 3-5 business days for the credit to appear back to your card. Thank you

Charity N.



05/08/2020

My transformation images from another company were used by one of this company's distributors. I feel beyond violated and wanted to make sure vulnerable people do. It get swayed by this company and their lack of ethics. I did not give permission to use this photo and I have never used their product. Yet, I find my image on one of their distributors sales page. Be wary of this company!!!



Total Life Changes, LLC Response

05/12/2020

Hello Charity, We apologize that this has happened to you. We will reach out to you privately for more information. Thank you

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