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7 Attorneys for Plaintiff **SCILABS NUTRACEUTICALS, INC.**  
8 a California Corporation

9  
10 **SUPERIOR COURT OF CALIFORNIA**  
11 **FOR THE COUNTY OF ORANGE**

12 **SCILABS NUTRACEUTICALS, INC., a** )  
13 California corporation; )  
14 Plaintiff, )  
15 v. )  
16 **NATURADE, INC., a Delaware corporation;** )  
17 **NNC LLC, a Delaware limited liability** )  
18 **company; NATURADE OPERATING** )  
19 **CORP., a Delaware corporation; RICHARD** )  
20 **ROBINETTE, an individual; and Does 1** )  
21 **through 50, inclusive.** )  
22 Defendants. )

Case No.

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF**

1. **MISAPPROPRIATION OF TRADE  
SECRETS;**
2. **BREACH OF CONTRACT;**
3. **VIOLATION OF BUSINESS  
PROFESSIONS CODE §§17200  
ET SEQ.; AND**
4. **FRAUD**

23 **DEMAND FOR JURY TRIAL**

24 **Plaintiff Scilabs Nutriceuticals, Inc. (“Scilabs” or “Plaintiff”) alleges the following:**

25 **I.**

26 **NATURE OF THE CASE**

27 This case involves a scheme by the principals of Naturade, Inc., which is now doing  
28 business through the entity, NNC LLC and formerly was doing business as Naturade Operating  
Corp. (“collectively, Naturade”), to defraud Scilabs and steal its formulas all for Naturade's gain

1 and at a very significant cost to Scilabs. As will be presented in the case, this type of fraud is a  
2 custom and practice of Naturade under the leadership of Richard Robinette (“Robinette”) and now  
3 Jay Drezner (“Drezner”) . After just emerging from Bankruptcy, Naturade had no formulas to  
4 manufacture its products, despite its 84-year history. Its sales were nearly non-existent and it had  
5 just been taken over by Robinette and his partners. At that time, Robinette devised a scheme by  
6 which he made representations of long-term business and even a potential partnership to Scilabs,  
7 an FDA licensed nutraceutical manufacturing laboratory, if Scilabs would provide Naturade with  
8 the much needed formulations for its products. All along, Robinette planned to use Scilabs to  
9 develop these formulations, help build up the sales of the business to tens of millions of dollars a  
10 year, and then to take the business away from Scilabs once Naturade re-established its market  
11 credibility. Naturade and Robinette planned to steal Scilabs’ formulations and expertise in  
12 creating such products and usurp this intellectual property for Naturade’s sole benefit. So  
13 persuasive was Robinette’s misrepresentations of continued work and future value to Scilabs that  
14 Robinette even convinced Scilabs’ officers to build an entirely new powder filling room dedicated  
15 to Naturade’s products that cost Scilabs in excess of \$500,000.

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18         Scilabs worked for 6 months formulating products for Naturade and then Naturade re-  
19 introduced these products in the market. The products were a hit and Naturade quickly was selling  
20 the products at a clip of greater than \$6 million per year. Once Naturade was flush with cash and  
21 able to negotiate for terms for production with new manufacturers, it did exactly what Robinette  
22 had secretly planned all along, it took its business from Scilabs to another lab and had someone  
23 reverse engineer Scilabs’ formulas. Naturade is now selling Scilabs’ proprietary formulations  
24 without legal right. So unabashed was Robinette’s behavior that he has not even paid the  
25 remaining invoices that are owed to Scilabs from the last orders placed by Naturade. Naturade  
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1 must be stopped under FDA Section 403c from this damaging behavior and this fraud on  
2 consumers by passing off its new product as the products formulated by Scilabs.

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5 **II.**

6 **PARTIES**

7 1. Plaintiff Scilabs is, and at all times relevant herein was, a corporation organized  
8 under the laws of the State of California and licensed to do business in the State of California.  
9 Scilabs' principal place of business is in the county of Orange, State of California.

10 2. Defendant Naturade, Inc. is, and at all times relevant herein was, a corporation  
11 organized under the laws of the State of Delaware and licensed to do business in California.  
12 Naturade, Inc.'s principal place of business is in the county of Orange, State of California.  
13 Defendant NOC is a corporation organized and existing under the laws of the State of Delaware  
14 with its principal place of business in the county of Orange, State of California.

15 3. Defendant NNC LLC is a limited liability company organized and existing under  
16 the laws of the State of Delaware, with its principal place of business in the county of Orange,  
17 State of California.

18 4. Defendant Robinette, is and at all times relevant herein was, an individual residing  
19 in the State of California, county of Orange.

20 5. Plaintiff is ignorant of the true names and capacities of defendants sued herein as  
21 Does 1 through 50, inclusive, and therefore sues these defendants by such factitious names.  
22 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.  
23 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named  
24 defendants is an agent, employee, affiliate or co-conspirator of one or more of the Defendants and  
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1 may be served with process within the state of California and is responsible in some manner for  
2 the unlawful conduct herein alleged.

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4 **III.**  
5 **JURISDICTION**

6 6. The court has jurisdiction over this action pursuant to Civil Code §§3426.1-  
7 3426.11. The California Superior Court has jurisdiction over this action pursuant to Article VI,  
8 Section 10, of the California Constitution.

9 7. This court has jurisdiction over the Defendants because, based on information  
10 and belief, each is a corporation, business entity, or individual that has sufficient minimum  
11 contacts in California, is a citizen of California, or otherwise intentionally avails itself of the laws  
12 and protections of California so as to render the exercise of jurisdiction over each defendant in  
13 California courts consistent with traditional notions of fair play and substantial justice. Venue is  
14 proper in the Orange County Superior Court because the individual defendant, Robinette, resides  
15 in Orange county and the principal place of business of the corporate defendants is Orange  
16 County.  
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20 **IV.**  
21 **FACTS COMMON TO ALL CAUSES OF ACTION**

22 8. Naturade is a wholesaler and direct marketer of dietary supplements. The brand  
23 has been in existence since 1926. However, in 2007, it fell upon hard times and filed for  
24 protection under the Bankruptcy Code.

25 9. In or about November 7, 2007, Naturade, Inc. emerged from Chapter 11  
26 Bankruptcy protection and was principally owned at that time by Redux, Inc. Despite Naturade,  
27 Inc.'s status as a publicly traded company, the Bankruptcy court approved a plan of reorganization  
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1 that called for the purchase of Naturade, Inc.'s assets and certain liabilities by Redux, who would  
2 receive a 95% ownership in the company, for a paltry \$700,000. All shareholders of pre-  
3 bankruptcy Naturade, Inc. would own only 5% of the shares. Redux, Inc., also a publicly traded  
4 company, was primarily owned by three people, Robinette, Adam Michelin ("Michelin") and  
5 Milos Sarcev ("Sarcev").

7 10. As a result of the financial distress of Naturade which lead to the company's  
8 bankruptcy filing, Naturade had burned many bridges in the nutraceutical manufacturing industry  
9 and either owed significant money to manufacturers who were unwilling to work with Naturade or  
10 to work with it on terms. What is more, Naturade had no formulas for its products in its archives  
11 since it had not paid the manufacturer's time and effort in their creation. Robinette and Naturade  
12 needed to find a manufacturer willing to work on terms and who would formulate products for  
13 them.

15 11. In or about late November 2008/early December 2008, Robinette was introduced to  
16 Paul Edalat ("Edalat"), a director of Scilabs. Edalat met with Robinette and his partners on  
17 several occasions December 2008. During these meetings, the parties discussed the prospect of  
18 Scilabs of manufacturing Naturade's products and also serving as the fulfillment house – handling  
19 sales processing and shipment, because Naturade owed a significant amount of money to its then-  
20 fulfillment house and was looking to move to avoid that liability.

22 12. At these meetings in December 2008, Robinette made many representations to  
23 Edalat about Robinette's desire to have a long-term manufacturing relationship with Edalat and his  
24 manufacturing facility. Edalat had in-house custom formulations that are the exclusive Intellectual  
25 Property of Scilabs which Robinette was interested in using to provide the base for Naturade  
26 products.

1           13.     In these December meetings, Robinette told Edalat and his company's  
2 representatives, including Bryan Coy ("Coy") that the relationship would be prosperous and long-  
3 term. Robinette assured Edalat that Edalat's agreement to allow Naturade, Inc. to privately label  
4 Edalat's formulas and Edalat's investment into preparing the new formulations would be  
5 compensated by repetitive and long-term business from Naturade. Robinette often used the term,  
6 "forever" as it related to the business between Naturade and Scilabs. Robinette told Edalat that  
7 they will always be "brothers" and "partners." In these December meetings, Robinette specifically  
8 acknowledged that the formulas Edalat had for private labeling were owned by Edalat and  
9 Robinette promised Edalat that Naturade would do nothing to try and take the formulas away.  
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12           14.     Despite these comments to Edalat and his company's representatives, in private,  
13 Plaintiff has since learned that Robinette was making drastically different comments to his  
14 colleagues behind Edalat's back. Indeed, from the period immediately after the parties' first  
15 meeting, Robinette specifically stated that he would know how to outsmart Edalat if they were to  
16 do business together. From that time forward, Robinette frequently discussed in private with his  
17 colleagues how he was looking for ways to get out of working with Scilabs. Robinette was saying  
18 that he believed he could ask Edalat for better terms than Naturade could get from other  
19 manufacturers and request the best pricing from Edalat stating that "Robinette can eat this kind of  
20 businessman for breakfast," and that Robinette could tell Edalat what to do. Robinette also stated  
21 that he could teach Edalat a lesson he would never forget. Robinette said he did not have time for  
22 "losers and thieves like [Edalat]." Robinette even used other derogatory religious and racist  
23 insults when referring to Edalat, such as "mother-fucking Muslim," "mother-fucking Arab," and  
24 "cocksucker." When referencing Edalat, Robinette said that he would not "touch a nut even with  
25 the shell on it out of Edalat's hands."  
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1           15.     In late 2008, in reliance on the representations of Robinette, Edalat and Scilabs  
2 began the process of creating and fine-tuning formulations that Naturade needed. Shortly after  
3 doing so, however, Edalat and Scilabs learned that in order to obtain relief from its debt  
4 obligations to Naturade's primary secured lender, Laurus Master Funds, Ltd. ("Laurus"),  
5 Robinette and the other officers of Naturade agreed to an Article 9 friendly foreclosure of  
6 Naturade's assets. Originally, Robinette told Edalat that he was looking for investors to buy the  
7 assets of Naturade in order to pay off Laurus at the foreclosure sale or take Naturade out of its  
8 default status with Laurus. Because of Robinette's promises of a partnership between the two  
9 companies, Edalat even located investors for the purpose of buying the assets or paying off the  
10 debt through equity acquisition.  
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12           16.     Unbeknownst to Edalat, Robinette had no interest in Edalat's investors or in  
13 utilizing their money to pay off the debt. Robinette all along was interested in turning over the  
14 assets to Laurus with whom Robinette had formed an alliance. Thus, Robinette kept lying to  
15 Edalat about the date and time of the foreclosure sale noticed by Laurus to ensure that Edalat and  
16 his investors could not purchase the assets at the sale. Ultimately, on or about January 16, 2009,  
17 Laurus obtained the assets through the foreclosure and held them in the name of Naturade  
18 Operating Corp. ("NOC").  
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20           17.     NOC continued to express interest in doing business with Scilabs and Robinette  
21 continued to make the same representations concerning the long-term nature of the business. It  
22 was at this time that Robinette convinced Edalat to build the powder filling room solely for the  
23 production of Naturade's products. This facility required an investment in excess of \$500,000 by  
24 Scilabs. Edalat and his staff worked for nearly 6 months and thousands of man hours fine-tuning  
25 the formulations to meet Naturade's tastes and specifications.  
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1           18.     Ultimately, Scilabs completed the formulations and the products began to be  
2 marketed and sold. They were instant hits for Naturade. Naturade was selling the products at a  
3 clip equivalent to six million dollars annually. During this time, specifically in April and  
4 September 2009, Robinette requested that Scilabs give Naturade much more favorable billing  
5 terms than Scilabs' standard terms with its customers. Robinette promised continued and large  
6 volume production with Scilabs if it agreed to reduce the deposit amounts (from the standard 50%  
7 to 25%) and give Scilabs terms for payment after receiving the shipment instead of paying COD  
8 or in advance of the shipment of product for the balance like most customers.

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10           19.     In retrospect, there were occasions during this start-up time of creating inventory  
11 and formulations where the plan of Robinette and Drezner, the current CFO of Naturade (the  
12 former loan officer for the Naturade obligation with Laurus), to "move" their business to another  
13 manufacturer when the formulations were completed and the sales stabilized was revealed. At the  
14 time, however, it was not clear. These events included an April 2009 email from Drezner where  
15 he threatens to pull all of Naturade's business with Scilabs if Edalat does not do what Drezner  
16 wants.

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18           20.     During the period of growth of the products for Naturade, due to the  
19 representations of Robinette, Scilabs did not aggressively pursue new customers and reduced the  
20 manufacturing for existing customers in order to accommodate Naturade's needs and expected  
21 future growth.

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23           21.     In or about September 2009, the assets of NOC were sold to NNC LLC, an entity  
24 controlled by Vertex Corporation, a corporation associated with Laurus.

25           22.     Then, finally, in or about December 8, 2009, after Naturade had placed new orders  
26 with Scilabs, Naturade objected to Scilabs' billing terms and after lengthy discussions, by  
27 December 24, 2009, it was clear that Naturade would no longer do business with Scilabs. During  
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1 these negotiations, Drezner told Coy that he was shopping around Scilabs' proprietary formulas to  
2 reverse-engineer and obtain "better terms and pricing." Coy told Drezner that Scilabs owned the  
3 formulas and he could not do this. Drezner simply scoffed at this notion.

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5 23. Contrary to the Quotation Agreements (purchase orders) between Naturade and  
6 Scilabs, Naturade told Scilabs to cease orders that were then in production and to send the  
7 produced product, labels and raw material to Naturade. Originally, Naturade did not offer to pay  
8 for any of the produced product. It later offered to pay only for that product which had been  
9 produced to-date, again inconsistent with the Quotations.

10 24. Scilabs notified Naturade that the formulas were the assets of Scilabs and that the  
11 products could not be sold if they were not manufactured by Scilabs. Nonetheless, Naturade  
12 continues to sell the products beyond the inventory that was supplied by Scilabs. The current  
13 counterfeit formulation of the product is not known, but it is believed to be either a reverse  
14 engineered or imitated version of Scilabs' formula, which is a direct misappropriation of the  
15 formulas, or Naturade is selling the products using a different formulation, but passing off to the  
16 consuming public that it is the same product they were selling previously.

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20 **FIRST CAUSE OF ACTION**

21 **MISAPPROPRIATION OF TRADE SECRETS**

22 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

23 25. Plaintiff hereby incorporates paragraphs 1 through 24 as though set forth in full  
24 herein.

25 26. In paragraph 15 of the Quotation, it specifically provides, "All formulas, drawings,  
26 labels, description and other information submitted by the Seller shall remain the property of the  
27 Seller together with the copyright therein. Seller expressly reserves all of its rights in patent,  
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1 copyright, trademark or other intellectual property whether now existing or subsequently  
2 developed by Seller at its own cost during the term of this agreement and does not assign to or  
3 license same to Buyer, unless expressly agreed to otherwise in a separate written agreement signed  
4 by both parties.”

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6 27. In each Quotation for the purchase of product by Naturade, Naturade’s officers  
7 executed the Quotation and accepted the terms thereof. Moreover, Robinette acknowledged  
8 verbally that unless he paid for the formulations, they were to be owned solely by Scilabs.

9 28. Under Cal. Civ. Code 3426.1 to 3526.11, California’s Trade Secrets act, proprietary  
10 information owned by one party may not be hypothecated by another without permission or  
11 compensation. The Quotation specifically provides that ownership to the formulas is vested in  
12 Scilabs and that Naturade’s only rights with regard to the formulas is through a license to sell the  
13 particular products that were manufactured by Scilabs.  
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15 29. Naturade has misappropriated and indeed stolen the formulas owned by Scilabs to  
16 the products that were formulated by Scilabs. These products include: Bavarian Chocolate; Veggie  
17 Protein; Soy Free Veg; Pea Protein Vanilla; Pea Protein Chocolate; Weight Gain; 100% Whey  
18 Vanilla; 100% Whey Chocolate; Complete Cleanse; Cherry Chewables; Pineapple, Orange, and  
19 Root Beer Chewables. Selling products utilizing Scilabs’ formula (regardless if it was reverse-  
20 engineered by another nutraceutical manufacturing facility or they attempted to knock-it-off, but  
21 are now passing it off as the same product Scilabs’ manufactured) is damaging Scilabs. Scilabs is  
22 not only being damaged by the lost profits on the sales of the product it would have sold to  
23 Naturade, but which Naturade is now buying improperly from another company, but Naturade is  
24 now competing improperly against Scilabs who has the right to manufacture and market the  
25 products made from its formulations exclusively.  
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1           30.     The total amount of Scilabs damages has not yet been determined, but it is alleged  
2 to be in excess of \$5,000,000.00.

3           31.     In addition to the monetary damages being caused to Scilabs, it is being irreparably  
4 harmed by the confusion in the market place created by these “knock offs” or imitations of its  
5 formula. As such, an injunction should issue permanently enjoining Scilabs from selling product  
6 utilizing the Scilabs formula and selling product utilizing the same names that were used when the  
7 products were manufactured by Scilabs. Even if the formulas are different, there will be too much  
8 confusion to the consuming public, and indeed it would be a fraud on the consuming public to  
9 allow the products to be sold using the same name, even if the formulations were changed.  
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11           32.     Naturade’s actions in misappropriating Scilabs’ proprietary formulas were  
12 malicious, fraudulent and oppressive and done with the express intention of causing harm to  
13 Scilabs. As such, an award of punitive damages is appropriate.  
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16   **SECOND CAUSE OF ACTION**

17   **BREACH OF CONTRACT**

18   **(BY PLAINTIFF AGAINST THE NATURADE DEFENDANTS**

19   **AND DOES 1 THROUGH 10)**

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21           33.     Plaintiff hereby incorporates paragraphs 1 through 32 above as though set forth in  
22 full herein.

23           34.     Naturade entered into a series of Quotations with Scilabs, which quotations became  
24 binding contracts. Attached hereto as Exhibit 1 are the most recent contracts between the parties.  
25 Pursuant to the most recent contracts, Naturade contracted with Scilabs to produce the following  
26 products in the following amounts:

- 27           1. Colostrum Chewables; Inv# 15089; PO#36297 for \$7,465.51;  
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- 1 2. Bavarian Chocolate; Inv# 15081; PO# 36263 for \$10,316.25;
- 2 3. 100% Why Vanilla; Inv#15084; PO#36284 for \$15,750.00;
- 3 4. 100% Why Chocolate; Inv# 15086; PO# 36285 for \$5,456.25;
- 4 5. Weight Gain; Inv# 15087; PO#36292 for \$16,650.00; and
- 5 6. Pea Protein; Inv# 15088; PO# 15088 for 10,350.00

7 The product ordered totaled \$65,988.01.

8 35. Also pursuant to paragraph 3 of the Quotations, once an order is placed and the raw  
9 ingredients are secured, the full purchase price must be paid regardless of cancellation.

10 36. In or about mid to late-December 2009, Naturade purported to cancel these orders.

11 37. Naturade has breached the Quotations by failing and refusing to pay the purchase  
12 price of the last orders in the sum of \$65,988.51.

13 38. Naturade has further breached the Quotation agreements by misappropriating the  
14 formulas and having them manufactured by someone else. This misappropriation is causing  
15 financial loss to Scilabs in amount to be determined at the time of trial, but which is alleged to be  
16 greater than five million dollars (\$5,000,000.00).

17 39. Scilabs has either performed all elements of the contracts required of it to be  
18 performed or its performance has been excused by the acts of Defendants.

19 40. The Quotation provides that any party prevailing in a dispute over the terms of the  
20 Quotation is entitled to recover its attorneys' fees and costs. Scilabs has become obligated to hire  
21 the law firm of Younesi & Yoss, LLP and is entitled to recover its attorneys' fees and costs in this  
22 litigation.  
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26 **THIRD CAUSE OF ACTION**

27 **VIOLATION OF CAL. BUS. & PROF. CODE §§17200, ET SEQ.**

1 **UNLAWFUL AND UNFAIR BUSINESS PRACTICES**

2 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

3 41. Plaintiff incorporates the allegations in paragraphs 1 through 40 above as though  
4 set forth in full herein.

5 42. The acts and practices engaged in by Naturade and Does 1 through 50, constitute  
6 unfair and unlawful business practices in that: (a) they induced Scilabs to create formulas for them  
7 only to then steal the formulas in order to pass them off as their own without compensation to  
8 Scilabs therefore; (2) they have misappropriated trade secrets; and (3) they are passing off to the  
9 consuming public formulas and products which are imitations. Any justification for Naturade and  
10 Does 1 through 50's actions is outweighed by the gravity of the consequences to Scilabs. Because  
11 the conduct is unlawful and unfair, it violates B & P Code §§17200, et seq.  
12

13 43. Under California Business and Professions Code §17204, Scilabs has suffered  
14 injury in fact and has lost money as a result of such unfair and unlawful business practice through  
15 the loss of the manufacturing business and the value of its proprietary formula.  
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17 44. Pursuant to California B & P Code §§17203 and 17204, Scilabs is therefore  
18 entitled to such orders or judgments as are necessary to prevent the Defendants' use or  
19 employment of practices which constitute unfair business practices, including orders or judgments  
20 for restitution, a permanent injunction enjoining Defendants from their unlawful, unfair and  
21 fraudulent business activities, and any other relief the Court deems appropriate.  
22

23 **FOURTH CAUSE OF ACTION FRAUD**

24 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

25 45. Plaintiff incorporates the allegations in paragraphs 1 through 44 above as though  
26 set forth in full herein.  
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1           46.     Beginning in late December 2008 and continuing until early January 2009,  
2 Robinette made repeated misrepresentations to Edalat regarding his and Scilabs intentions to do  
3 business with Edalat and Scilabs as set out more specifically in paragraphs 12, 13, 17 and 19  
4 above.

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6           47.     At the time Robinette made the misrepresentations he knew they were not true and  
7 indeed he said them with the express intention of misleading Edalat and Scilabs as also more  
8 completely set forth in paragraphs 14 and 19 above.

9           48.     Scilabs reasonably relied upon these misrepresentations to its detriment. It invested  
10 thousands of hours of time at a rate of \$375.00 per hour and applied considerable expertise to  
11 formulate the products for Naturade which it would not have done if it was not promised long-  
12 term sales. What is more, Scilabs built-out a powder filling room specifically designed to  
13 manufacture product for Naturade at a cost in excess of \$500,000.00. Finally, Scilabs did not  
14 aggressively pursue new customers and decreased the volume of its manufacturing for other  
15 customers in order to be able to accommodate the Naturade demand. The extent of Scilabs'  
16 damage is still being assessed and is still being incurred. The amount of damages will be proven  
17 at the time of trial, but it is currently alleged to be in excess of \$5,000,000.00.  
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20           49.     The actions of Robinette and Naturade were fraudulent, malicious and oppressive  
21 and as a result an award of exemplary damages should be entered against Robinette and Naturade.

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23                   **PRAYER FOR RELIEF**

24           Wherefore, Plaintiff prays for judgment as follows:

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26           **ON THE FIRST AND FOURTH CAUSES OF ACTION**

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- 1. For compensatory damages in an amount to be proven at the time of trial but which is alleged to be in excess of \$5,000,000.00;
- 2. For an injunction preventing Naturade from selling products utilizing Scilabs’ formulas, or a reverse engineered form of the formula, or selling the products bearing the names used for the formulas; and
- 3. For punitive damages;

**ON THE SECOND CAUSE OF ACTION**

- 4. For damages related to the canceled orders in the sum of \$65,988.01;
- 5. For damages from the misappropriation of Scilabs’ formulas in amount to be set at the time of trial, but which is alleged to be in excess of \$500,000.00.
- 6. For attorneys’ fees and costs of suit, pursuant to contract;

**ON THE THIRD CAUSE OF ACTION**

- 7. For Restitution in a sum to be determined at the time of trial;
- 8. For Injunctive Relief; and
- 9. For any other relief as the Court may deem appropriate to fashion;

**ON ALL CAUSES OF ACTION**

- 10. For costs of suit; and
- 11. For all other and further damages as the Court deems just and proper.

**DATED:** February \_\_, 2010                      **YOUNESI & YOSS, LLP**

By: \_\_\_\_\_  
JAN A. YOSS  
Attorneys for Plaintiff, **SCILABS**  
**NUTRACEUTICALS, INC.**

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all claims so triable.

**DATED:** February \_\_, 2010                      **YOUNESI & YOSS, LLP**

By: \_\_\_\_\_  
JAN A. YOSS  
Attorneys for Plaintiff, **SCILABS**  
**NUTRACEUTICALS, INC.**