

Matthew G. Grimmer (Bar No. 9692)  
mgrimmer@grimmerdavis.com  
**GRIMMER DAVIS REVELLI & BALLIF, PC**  
UCCU Financial Center  
3333 N. Digital Drive, Suite 460  
Lehi, Utah 84043  
Telephone: (801) 341-2075  
Facsimile: (801) 341-2076

Attorney for Plaintiff Rain International, LLC

**IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH**

RAIN INTERNATIONAL, LLC, a Delaware  
limited liability company

Plaintiff,

v.

CHRISTINA RAHM COOK *dba* MERCI  
DUPRE, LLC; PERSONALIZED  
HEALTHCARE SOLUTION, LLC *dba*  
BOOTHEEL LABS; SIMPLY WHOLEISTIC  
INC, *dba* ROOT, INC.; CLAYTON  
THOMAS *dba* ROOT WELLNESS;  
PREDICTED HEALTH VENTURES, LLC;  
SUSAN CORBO; INTERNATIONAL SEED  
NUTRITION SOCIETY, LLC; and, DOES 1  
through 5,

Defendants.

**COMPLAINT**

**(Tier 3)**

Civil No. \_\_\_\_\_

Judge \_\_\_\_\_

Plaintiff Rain International, LLC, a Delaware limited liability company, files this  
Complaint against defendants Christina Rahm Cook (*dba Merci Dupre, LLC*), Personalized  
Healthcare Solution, LLC (*dba Bootheel Labs*), Simply Wholeistic Inc (*dba Root, Inc.*), Clayton  
Thomas (*dba ROOT Wellness*), Predicted Health Ventures, LLC, Susan Corbo, International  
Seed Nutrition Society, LLC, and, DOES 1 through 5, and alleges as follows:

**RULE 26(c)(3) TIER DESIGNATION**

This case is a tier 3 matter as described in Rule 26(c)(3) of the Utah Rules of Civil Procedure.

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Rain International, LLC (“**Rain**”) is a Delaware limited liability company, authorized to conduct business in Utah, with its principal place of business in Utah County, Utah.

2. Christina Rahm Cook (*dba* Merci Dupre, LLC)(“**Cook**”), is an individual residing in Brentwood, Tennessee, and who conducts business in Utah County, Utah.

3. Personalized Healthcare Solution, LLC (*dba* *Bootheel Labs*) (“**Personalized Healthcare**”), is a Tennessee limited liability company, whose office and primary place of business in Brentwood, Tennessee.

4. Simply Wholeistic Inc (*dba* *Root, Inc.*) (“**Simply Wholeistic**”) is a Tennessee corporation, whose office and primary place of business in Brentwood, Tennessee.

5. Defendant Clayton Thomas (“**Thomas**”) (*dba* *ROOT Wellness*) is an individual residing in Brentwood, Tennessee.

6. Predicted Health Ventures, LLC (“**Predicted Health**”) is an inactive Wyoming limited liability company, having registered its principal address in Brentwood, Tennessee.

7. Susan Corbo (“**Corbo**”) is an individual residing in Westchester County, New York.

8. International Seed Nutrition Society, LLC (“**ISNS**”) is a Missouri limited liability company, with its principal place of business in Brentwood, Tennessee.

9. Defendants DOES 1 through 5: the true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 5, inclusive, and unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as fictitiously named Defendant is, in some manner, responsible for the events and happenings herein referred to, either contractually or tortuously, and caused the damage to Plaintiff as herein alleged, and Plaintiff will amend this complaint to allege such true names and capacities when same are ascertained.

10. Jurisdiction: The parties selected Utah as the jurisdiction to resolve any dispute, and this Court has jurisdiction over this matter pursuant to Utah Code Section 78B-3-205(1) because Cook on numerous occasions traveled to Utah to transact business in this State of Utah, including to transact business with Rain, including signing a contract at issue in November 2017. This Court has jurisdiction over Rain and Cook because they each entered into a contract in November 2017 (“**November 2017 Agreement**”) wherein, they selected Utah as the exclusive jurisdiction for resolving their disputes:

“Each of the Parties hereby consents to the exclusive jurisdiction of and venue in each of the state and federal courts located in the state of Utah for the adjudication of all matters relating hereto or arising hereunder.” *See* November 2017 Agreement, attached hereto as **Exhibit A**.

Additionally, the other defendants have acted in a conspiracy with Cook, as set forth below, such that the Court should treat all the parties as having subjected themselves to the terms and conditions of the Agreement(s) breached and subjected to the exclusive jurisdiction of Utah.

11. Venue: Venue is proper in this Court pursuant to Utah Code Section 78B-3-304 and -307 because the Rain and Cook designated Utah as the exclusive venue for resolving their disputes.

### **GENERAL ALLEGATIONS**

#### *Rain International*

12. Rain is a nutrition and wellness company that provides its customers with products and information that can help improve its customers' health and lifestyle through dietary supplements and personal care products and information that help individuals live healthy and happy lives.

13. Rain's products are distributed under the direct sales model through a network of individual distributors.

14. Rain hires highly qualified scientific professionals to develop and assist in the development of, and inspect, unique formulas for use in health, wellness, and cosmetic products.

15. Rain relies on the qualifications and experience of the scientific professionals with which it conducts business to provide quality scientific work and oversight to Rain for its products.

16. Rain's reputation and goodwill rely in large part on the qualifications of those professionals who develop, oversee, and inspect Rain's formulas because Rain's customers consider the qualifications of Rain's formulating professionals when evaluating Rain's products and formulas.

17. Cook represented to Rain that Cook was a highly qualified scientific professional.

18. Cook represented to Rain that Cook earned a PhD.

19. Cook represented to Rain that Cook earned a PhD in a scientific field.

20. Cook represented to Rain that she had extensive scientific knowledge and work experience, including her representation that she held 2,000 patents related to her work.

21. But, in 2013, Cook was engaged in deceiving the medical world by giving presentations under the title “Christina Cook, PhD” despite having no “PhD.” Cook’s misrepresentations included claiming to have a “PhD” to speak at conferences accredited by the American Medical Association such as the “Spine Business Forum” sponsored by Johns Hopkins University School of Medicine that were certified for continuing medical education credit. *See* Spine Business Forum Brochure, attached hereto as **Exhibit B**.

22. Cook presented to Rain her falsified and fraudulent credentials, education, and experience, including her fake PhD credentials, and a list of professional presentations where Cook touted her false title of “PhD”. *See* Cook’s Resume and Presentation List, attached hereto as **Exhibit C**.

23. However, when Cook was presenting her fake credentials to Rain, and discussing a role as Chief Science Officer, Cook knew that Rain would rely on her resume, including her misrepresented graduate title of “PhD” and Cook knew that she did not possess a PhD.

24. Shortly after Cook convinced Rain of her false credentials and experience, she convinced Rain to hire her into a position highly dependent on her (alleged) education and experience, such as Chief Scientific Advisor or Chief Director of the Scientific Advisory Board.

25. Rain, in reliance on Cook’s representations to Rain of Cook’s education and work experience, engaged Cook’s services.

26. After years of working with Cook, and paying Cook for her professional services, Rain learned:

- a. Cook does not have a PhD;
- b. Cook does not have extensive scientific knowledge or work experience;
- c. Cook misrepresented her scientific qualifications to Rain; and
- d. Cook misrepresented her educational qualifications to Rain.

27. Rain's reputation and goodwill have been harmed by Cook's misrepresentations.

28. Despite Rain paying Cook hundreds of thousands of dollars, Cook failed to perform her duties to Rain as required by her agreements with Rain.

29. Cook intentionally and purposefully misrepresented her education, experience, and qualifications to Rain for the purpose of obtaining employment with Rain.

30. Cook received payment from Rain knowing she had misrepresented her qualifications, education and experience to Rain, or Cook should have realized her representations to Rain would mislead Rain as to Cook's education and experience.

31. Cook received payment from Rain to provide professional services to Rain but failed to provide the promised services.

32. Cook was hired and paid by Rain for her "extensive experience and education as a research scientist" to research and develop the science supporting the formulation of products and to develop the presentations of such science and presentation of the products resulting from her research.

33. Instead of working to benefit Rain, Cook used her time, and Rain's resources, to gather Rain's highly confidential and competitive product information, including Rain's product

formulations and Rain's formulation processes for the purposes of assisting Cook in developing products competitive with Rain.

34. Cook also used her access to Rain's confidential distributor network and business operations to develop Cook's business ventures to compete with Rain and its customers, including Cook's business ventures under the names: Personalized Healthcare Solution, LLC, Predicted Health Ventures, LLC, Simply Wholeistic, Inc., International Seed Nutrition Society, LLC, and ROOT Wellness.

35. Cook was not alone in her efforts to wrongfully use the information Cook gained from Rain's confidential distributor databases, confidential pricing information, confidential product cost information, confidential product formulas, and confidential business practices, while receiving her funding from Rain, and in violation of her agreement with Rain:

- a. Cook worked with Clayton Thomas, who has repeatedly claimed to be Cook's husband, to violate her (Cook's) agreement with Rain by establishing businesses – Personalized Healthcare Solution, LLC, Predicted Health Ventures, LLC, Simply Wholeistic, Inc., International Seed Nutrition Society, LLC, and Root Wellness – to create and promote products to compete with Rain's products.
- b. Cook worked with Susan Corbo to violate her (Cook's) agreement with Rain by establishing the International Seed Nutrition Society, LLC as a means of directing Rain's future customers and distributors into competing businesses for Cook's benefit.
- c. Cook worked with her co-conspirators to violate her (Cook's) agreement with Rain to utilize the Root Wellness business to promote Cooks' competing products

and solicit Rain's largest distributor: Dino Nedelko, and in doing so Cook and her co-conspirators may have caused Rain distributors to violate their own agreements with Rain.

- d. Cook worked with her co-conspirators to violate her (Cook's) agreement with Rain to solicit Rain's employees.

36. Rain funded Cook's travel to numerous countries where Cook met with Rain's distributors and employees so that Cook could develop relationships with these contacts, which relationships Cook is now seeking to exploit for her personal gain in her effort to compete with Rain.

37. Rain promoted Cook, believing she was a credentialed scientist, through videos produced to promote Rain's products, but Rain now realizes that Cook was utilizing these promotional opportunities to promote Cook's future competing businesses and products.

*Cook's Contracts with Rain*

38. Originally, in September 2016, Cook discussed contract terms with Rain, and Cook and Rain entered into a services agreement (the "2016 Services Agreement," attached hereto as **Exhibit D**).

39. In February 2017, Cook again discussed contract terms with representatives of Rain in Utah, and Cook and Rain entered into a services agreement (the "February 2017 Services Agreement," attached hereto as **Exhibit E**).

40. The February 2017 Services Agreement requires Cook to perform professional services for Rain, including but not limited to "Manager [Scientific Advisory Board] and Medical Advisory Board activities" and "Provide qualification on products as needed" and



“Develop standard operating procedures in the areas of R&D and product development” and “Manager and assist Medical Directors.”

41. The February 2017 Services Agreement requires Rain to pay Cook for the services she performs on a month-to-month basis in the amount of \$12,500 per month.

42. Rain paid Cook each month pursuant to the February 2017 Services Agreement.

43. Cook did not provide the services to Rain required in the February 2017 Services Agreement.

44. Cook represented to Rain on multiple occasions that she was performing the services required under the February 2017 Services Agreement but Cook failed to provide the services required in the February 2017 Services Agreement to Rain, instead, Cook used her time and the resources made available to her by Rain and its customers to develop formulas, develop competing businesses, and develop other valuable intellectual property for Cook’s benefit and to benefit business ventures competing with Rain and/or its customers.

45. As a result of Cook’s failure to provide the services required in the February 2017 Services Agreement to Rain, Rain has been financially harmed.

46. In November 2017, Rain and Cook entered into a new revised “November 2017 Services Agreement,” (attached hereto as **Exhibit A**) which included a one-year term that renewed for an additional year, which means that the November 2017 Services Agreement renewed in November 2018 and would have renewed again in November 2019 but for the negotiations between Cook and Rain to a fourth and final contract in December 2019.

47. Cook agreed, in the November 2017 Services Agreement, that during her time under the November 2017 Services Agreement:

“...and for a period of six (6) months after the expiration of this Agreement or any extension thereto, she will not endorse, consult or otherwise affiliate with any other direct or network marketing company that sells dietary supplements, nutraceuticals, personal care products, without first obtaining Rain’s prior written consent.”

48. Rain has never provided Cook with written consent to engage in the businesses with her co-conspirators, including Root Wellness, which is a direct marketing or network marketing company, in her current efforts to sell dietary supplements, nutraceuticals and personal care products in violation of her prior agreements with Rain.

49. Rain paid Cook hundreds of thousands of dollars under the November 2017 Services Agreement, relying on Cook’s education, experience, and credentials and relying on Cook’s promise to be loyal to Rain and not compete with Rain.

50. On February 27, 2020, Rain notified Cook that she was in breach of her contract with Rain and invited Cook to clarify and resolve what Rain perceived as deception and intentional misrepresentations of her credentials and education. Prior to notifying Cook of her breach, Rain had satisfied its obligations to Cook under its agreements with Cook.

51. Cook did not earn a PhD, and her Doctor of Education in Counseling Psychology from an unaccredited institution as Sarasota University-Argosy would likely be deemed invalid by most employers.

52. Despite knowing she has no PhD, Cook continues to misrepresent her credentials on social media, on her website, and in connection with Rain, which violates her agreements and damages Rain’s reputation.

53. On information and belief, Cook has utilized intellectual property, copyrights, patents, inventions, work product, and/or know-how derived from Rain’s products, obtained while Cook was under contract with Rain, to develop, test, market and sell products competitive

to Rain, including through Root Wellness, with the aid of her (Cook's) co-conspirators and in violation of her agreement(s) with Rain. *See* Root Wellness Business Plan, attached as **Exhibit E**; and, Root Wellness Executive Summary, attached as **Exhibit G**.

54. For example, Cook has utilized work product and know-how derived from Rain to develop products being promoted by Root Wellness including one under the name: "Zero-In;" however, under Cook's agreements with Rain, products such as "Zero-In" are owned by Rain. *See* Root Wellness Executive Summary, attached as **Exhibit G**.

55. Additionally, on information and belief, Cook has created, or plans to create additional products using the work product and know-how she obtained while working for Rain including: (i) a Black Cumin Seed oil product under the name "Restore," (ii) a nutraceutical product under the name "Reboot," both products should be owned by Rain. *See* Root Wellness Executive Summary, attached as **Exhibit G**.

56. On information and belief, Cook has engaged in additional violations of her contracts with Rain, including developing additional products for personal benefit, which should have been made available to Rain, and include developing websites and brands using funds supplied by Rain that should have been used for Rain's benefit or the purposes identified in Cook's contract with Rain.

57. In October 2019, Cook introduced to Rain distributors, at a Rain conference in Las Vegas, a new app under the name "Good Seed" which was designed through a collaboration of Rain employees to apply images and information to an app template. Cook then promoted this "Good Seed" app for the benefit of ISNS and to further and promote Cook's own business

ventures, yet this “Good Seed” app was created using Rain’s resources and know-how and pursuant to the November 2017 Agreement is owned by Rain.

58. Cook’s misrepresentations about her credentials, her education, her experience, and/or her activities engaged in under her agreement with Rain, were done so either negligently, or recklessly and in a manner that Cook should have known that her conduct was in violation of her agreement with Rain or could have resulted in a breach of her agreement.

**FIRST CLAIM FOR RELIEF**

(Breach of Contract and the Covenant of Good Faith and Fair Dealing – Cook)

59. Rain incorporates and re-alleges the allegations above as though fully set forth herein.

60. Cook entered into and was bound by the Services Agreements she entered into with Rain.

61. At all relevant times herein, Rain performed its obligations and duties required of it by the contracts it had between Rain and Cook.

62. Cook breached her contracts with Rain by failing to conform to the terms of her agreement(s), including failing to develop products for Rain and developing products for competitors of Rain, marketing and selling products that compete with Rain’s products, and affiliating with a business that is in competition with Rain.

63. Cook breached her covenant of good faith and fair dealing with Rain by misleading Rain regarding her qualifications, education, and experience, and diverted funds allocated to Cook for the development of certain research and marketing to benefit Rain by using such funds for the benefit of Cook.

64. The breaches of the contracts by Cook caused damages to Rain.

65. The breaches of the covenant of good faith and fair dealing by Cook caused damages to Rain.

**SECOND CLAIM FOR RELIEF**  
(Fraud/Fraudulent Misrepresentation – Cook)

66. Rain incorporates and re-alleges the allegations above as though fully set forth herein.

67. Cook represented her academic credentials to Rain, including that she had earned a PhD, and in connection therewith had completed certain coursework, research and training in connection with her representation of education.

68. At the time Cook represented her academic credentials to Rain, her academic record was a presently existing fact.

69. The academic credentials Cook represented to Rain were false.

70. Cook either knew that the academic credentials she presented to Rain were false or Cook acted recklessly in making such representation to Rain.

71. Cook made the false representation to Rain for the purpose of inducing Rain to act, including by engaging Cook's services.

72. Rain acted reasonably and was ignorant of the falsity of Cook's representations to Rain.

73. Rain was induced by Cook's false representations to act and acted in reliance upon Cook's false representations by employing Cook.

74. Rain cannot rely upon or promote any of the material or goodwill presumed to have been produced for Rain's benefit and therefore Rain was damaged and injured as a result of employing Cook based on her false representations.

75. Cook represented to Rain that she had a PhD, which is false.

76. Cook represented to Rain that she had a PhD in a scientific field, which is false.

77. Cook represented to Rain that she had significant scientific knowledge regarding the development of health, wellness, and cosmetic products, which was false.

78. Cook represented to Rain that she had scientific work experience regarding the development of health, wellness, and cosmetic products, which was false.

79. Cook represented to Rain that she had authored 2,000 patents, which was false.

80. Cook's representations to Rain about having a PhD, having significant scientific knowledge, and having scientific work experience, were representations concerning presently existing material facts.

81. Cook's representations to Rain about having a PhD, having significant scientific knowledge, and having scientific work experience, were false representations.

82. Cook knew, when she made these representations, that the representations to Rain about having a PhD, having significant scientific knowledge, and having scientific work experience, were false.

83. Cook made the representations to Rain about having a PhD, having significant scientific knowledge, and having scientific work experience, recklessly, knowing that she had insufficient knowledge upon which to base the representations.

84. Cook made the representations to Rain about having a PhD, having significant scientific knowledge, and having scientific work experience, for the purpose of inducing Rain to act upon the representations.

85. Rain acted reasonably and in ignorance of the falsity of the representations Cook made to Rain about Cook having a PhD, having significant scientific knowledge, and having scientific work experience.

86. Rain relied on the representations Cook made to Rain about Cook having a PhD, having significant scientific knowledge, and having scientific work experience.

87. Rain was induced to act (pay money to and do business with Cook) by the representations Cook made to Rain about Cook having a PhD, having significant scientific knowledge, and having scientific work experience.

88. Rain was injured and harmed in an amount not less than \$300,000 as a result of the false representations Cook made to Rain.

89. Rain is entitled to attorney fees as a result of Cook's fraudulent misrepresentations made to Rain.

**THIRD CLAIM FOR RELIEF**  
(Negligent Misrepresentation – Cook)

90. Rain incorporates and re-alleges the allegations above as though fully set forth herein.

91. Cook, in the course of her business dealings, profession, or employment, or other pecuniary transaction with Rain, supplied false information to Rain.

92. Rain justifiably relied upon the false information provided by Cook prior to entering into a transaction with Cook, including the details of Cook's education, experience, and credentials.

93. Cook failed to exercise reasonable care or competence in conveying the false information to Rain and/or presenting and allowing the false information to be conveyed or received by Rain.

94. Rain has been harmed as a result of relying upon the negligent misrepresentations of Cook, in an amount to be determined at trial.

**FOURTH CLAIM FOR RELIEF**  
(Conspiracy – All Defendants)

95. Rain incorporates and re-alleges the allegations above as though fully set forth herein.

96. Cook, in combination with one or more of the Defendants, conspired to commit unlawful acts against Rain, including causing or assisting Cook to violate her agreement(s) with Rain, including soliciting Rain's distributors, including Rain's largest distributor, and Rain's employees, which acts have been harmful to Rain.

97. Without Rain's consent, Cook, with the cooperation of her co-conspirators:
- a. utilize resources and funding provided under contract by Rain, to develop International Seed Nutrition Science, LLC (ISNS) under the guise of assisting and supporting Rain, while concealing from Rain that Cook and Corbo, and others, were surreptitiously using ISNS to promote and support Cook's business endeavors competitive to Rain;
  - b. utilize intellectual property, work product, and know-how, created and developed while being funded and supported under contract with Rain, to create and develop products competitive to Rain's products and Rain's business;



- c. gather Rain's confidential business information, including product information, pricing information, research and development information, customer information, and/or Rain's strategic business relationships, for the purpose of using this information for supporting, promoting, marketing, and launching competing business endeavors and products competitive to Rain, in violation of Cook's agreement(s);
- d. develop business organization(s), including forming companies and creating management teams, to compete with Rain, including:
  - i. Simply Wholeistic, Inc. to develop, market and sell products competitive with Rain
  - ii. Predicted Health, LLC to market and promote products competitive to Rain including under the business name Bootheel Labs;
  - iii. ROOT Wellness, a direct sales and network marketing organization, to attract and recruit Rain affiliates to promote and sell products, including those developed by Cook, that are designed to compete with Rain's products, including: "Zero-In" – a mood enhancement product.

98. Defendants decided upon an object to be accomplished that was harmful to Rain, that was to develop products and businesses competitive to Rain, and which would personally financially enrich the Defendants.

99. Cook, along with Corbo, Thomas, and/or Does 1-5, in combination with Cook and/or each other, reached a meeting of the minds which means they understood their role(s) and responsibility(ies) to accomplish the acts described above and set forth to complete these goals,

and in the process, Cook was paid hundreds of thousands of dollars by Rain and on information and belief, Cook's co-conspirators, including Does 1-5, have earned or received thousands of dollars for their participation in the wrongful acts described above.

100. Defendants committed one or more unlawful, overt acts.

101. Rain suffered damages as a proximate result of Defendants' conspiracy and wrongful conduct.

**FIFTH CLAIM FOR RELIEF**

(Unjust Enrichment against Cook – *in the Alternative*)

102. Rain incorporates and re-alleges the allegations above as though fully set forth herein.

103. Rain conferred benefits upon Cook, including various forms of compensation in reliance on Cook providing certain agreed services, including professional services, for the benefit of Rain.

104. Cook appreciates and acknowledges the benefit conferred upon Cook by Rain.

105. Cook accepted and retained the benefits conferred upon Cook by Rain, and under circumstances that make it inequitable for Cook to retain such benefits without payment of its value.

106. Rain was harmed in the amount of the payments and benefits conferred upon Cook that were retained and not returned as a result of Cook's unjust enrichment.

**PRAYER FOR RELIEF**

WHEREAS, Plaintiff Rain International, LLC, prays for relief against Defendants, Cook and her co-conspirators, jointly and severally as applicable, as follows:

- a. On the FIRST CAUSE OF ACTION for breach of contract and breach of the covenant of good faith and fair dealing for a judgment against Defendant Cook awarding Plaintiff such amounts lost resulting from Defendant's breach of contract and breach of the covenant of good faith and fair dealing in an amount to be determined at trial, not less than \$300,000, and post-judgment interest thereon;
- b. On the SECOND CAUSE OF ACTION for fraud/fraudulent misrepresentation, for a judgment against Defendant Cook awarding Plaintiff such amounts lost resulting from Defendant's fraudulent misrepresentations in an amount to be determined at trial, not less than \$300,000, and post-judgment interest thereon;
- c. On the THIRD CAUSE OF ACTION for negligent misrepresentation, for a judgment against Defendant Cook awarding Plaintiff such amounts lost resulting from Defendant's negligent misrepresentations in an amount to be determined at trial, not less than \$300,000, and post-judgment interest thereon;
- d. On the FOURTH CAUSE OF ACTION for conspiracy, for a determination that Defendants acted in a conspiracy with one another and a determination that each of the Defendants acting with the others in a conspiracy shall be jointly liable for damages caused as a result thereof;
- e. On the FIFTH CAUSE OF ACTION – *PLED IN THE ALTERNATIVE* – for unjust enrichment, for a judgment against Defendant Cook for Plaintiff's losses resulting from

Cook's retention of an amount to be determined at trial, but not less than \$300,000, post-judgment interest thereon;

- f. That Rain International, LLC be awarded its reasonable attorney fees;
- g. That Rain International, LLC be awarded exemplary damages, as appropriate, and
- h. Any other relief the Court deems reasonable and just, including such further injunctions as the Court deems appropriate.

DATED: June 23, 2020

**GRIMMER DAVIS REVELLI & BALLIF, PC**

*/s/ Matthew G. Grimmer*

\_\_\_\_\_  
Matthew G. Grimmer  
Attorneys for Plaintiff  
Rain International, LLC

**INDEX OF EXHIBITS**

**Exhibit A – November 2017 Services Agreement**

**Exhibit B – Spine Business Forum Brochure**

**Exhibit C – Cook Resume and Presentation List**

**Exhibit D – 2016 Services Agreement**

**Exhibit E – February 2017 Services Agreement**

**Exhibit F – Root Business Plan**

**Exhibit G – Root Executive Summary**