

**IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE  
WILLIAMSON COUNTY**

**KONA-NASH, LLC,  
Plaintiff,**

**v.**

**CHRISTINA RAHM COOK,  
CLAYTON R. THOMAS, SIMPLY  
WHOLEISTIC, INC.,  
PERSONALIZED HEALTHCARE  
SOLUTION, LLC, and ROOT  
WELLNESS LIMITED LIABILITY  
COMPANY,  
Defendants.**

**No:** \_\_\_\_\_

**COMPLAINT**

Plaintiff Kona-Nash, LLC, brings this action against Defendants Christina Rahm Cook, Clayton R. Thomas, Simply Wholeistic, Inc., Personalized Healthcare Solution, LLC, and Root Wellness Limited Liability Company, for breach of contract, common law fraud, securities fraud, breach of fiduciary duty, and conspiracy.

**I. PARTIES**

1. Plaintiff Kona-Nash, LLC is a Texas company with its principal place of business located at 1008 17th Avenue South, Nashville, Tennessee.

2. Defendant Clayton Thomas is an individual residing in Williamson County, Tennessee. Thomas is a citizen of the State of Tennessee. Thomas may be served at 232 Governors Way, Brentwood Tennessee 37027.

3. Defendant Christina Rahm Cook is an individual residing in Williamson County, Tennessee. Cook is a resident of the State of Tennessee. Cook may be served at 232 Governors Way, Brentwood Tennessee 37027.

4. Defendant Simply Wholeistic, Inc. is a Tennessee corporation, with its principal place of business in Williamson County, Tennessee. Simply Wholeistic can be served at 116 Wilson Pike Circle, Suite 100, Brentwood, Tennessee 37027.

5. Defendant Personalized Healthcare Solution, LLC is a Tennessee limited liability company, with its principal place of business in Williamson County Tennessee. Personalized Healthcare can be served at 100 Creekside Crossing, Suite 1700-102, Brentwood, Tennessee 37027.

6. Defendant Root Wellness Limited Liability Company is a Missouri limited liability company, with its principal place of business in Williamson County, Tennessee. Root Wellness can be served at 116 Wilson Pike Circle, Suite 100, Brentwood, Tennessee 37027.

## II. JURISDICTION AND VENUE

7. This Court has jurisdiction over this action and venue is proper in Williamson County.

## III. FACTS

8. Nan Kingsley owns and operates Kona-Nash, LLC.

9. In August of 2018, Kingsley met Christiana Rahm Cook. Cook represented herself as an accomplished scientist who held many patents for health and wellness treatments.

10. In fact, Cook has never been granted any patent or provisional patent.

11. Cook is listed as the inventor on a single provisional patent application filed on October 14, 2015, and updated on April 20, 2017. The applicant and assignee of the application is EnTox Solutions, LLC.

12. In 2020, Cook was sued by Metron Nutraceuticals, LLC in Ohio. In this lawsuit, Metron alleges that the provisional patent application listing Cook as the inventor copies the format, content, language, and information from a non-provisional patent application filed by Metron on October 9, 2015.

13. The plaintiff therefore alleges, on information and belief, that Cook holds no patents of any kind, and that the provisional patent

application listing Cook as the inventor is not a valid application, because it was copied from an application filed by Metron.

14. In August of 2018, Cook provided Kingsley with a lengthy resume that included numerous false credentials. As a whole, the resume created the false impression that Cook was a highly qualified and accomplished scientist.

Among the false credentials listed in the resume are:

- a. Cook claims to have multiple Ph.D. degrees. In fact, Cook does not have a Ph.D. degree, or least does not have a Ph.D. degree from any accredited university.
- b. Cook claims to hold 16 patents. In fact, Cook has never been granted any patent or provisional patent.
- c. Cook falsely claims to be enrolled in a Ph.D. program at Harvard University. In fact, the courses Cook claims to have taken at Harvard are part of Harvard Extension School, which generally offers open-enrollment classes, and which does not award a Ph.D.

15. In October of 2018, Cook presented Kingsley with a business plan to form a company to develop and sell health and wellness products. The company was eventually named “Simply Wholeistic.”

16. Cook's primary role in the proposed company was to be the development of health and wellness products, using her supposed scientific expertise.

17. Cook also introduced Kingsley to Clayton Thomas. Cook and Thomas represented that Thomas was an expert in multi-level marketing, and that he had made millions of dollars in the industry. Cook and Thomas represented that Thomas would help market the products to be developed and sold by Simply Wholeistic.

18. Since 2016, Cook had been Chief Scientific Advisor and Chief Director of the Scientific Advisory Board of Rain International, LLC, a nutrition and fitness company. Cook was hired for these positions based on false representations concerning her scientific expertise and credentials.

19. In connection with her employment by Rain International, Cook was subject to contractual and common law obligations to Rain International, including duties of loyalty, confidentiality, and non-competition. Cook did not disclose her obligations to Rain International to Kingsley.

20. Since 2016, Thomas had been a distributor for Rain International. In connection with his position as a Rain International distributor, Thomas was subject to contractual and common law duties of loyalty, non-solicitation, and non-competition. Thomas did not disclose his

position with Rain International or his obligations to Rain International to Kingsley.

21. In February of 2019, Cook, Thomas, and Angelique Guidy formed Simply Wholeistic, Inc.

22. Cook and Thomas represented to Kingsley that Simply Wholeistic had developed three health and wellness products, and that it needed capital to have the products manufactured. Cook and Thomas offered Kingsley an interest in Simply Wholeistic if she would lend money to the company to finance the purchase of products for resale.

23. Cook, Thomas, and Simply Wholeistic did not intend to use any money provided by Kingsley to purchase products for resale by Simply Wholeistic. Instead, they intended to appropriate the money to their own use and benefit.

24. In reliance on the representations that had been made by Cook and Thomas, and without knowledge of the material information that Cook and Thomas had failed to disclose, Kingsley agreed to have Kona-Nash, LLC lend money to Simply Wholeistic for the purchase of products for resale in return for an interest in Simply Wholeistic.

25. On or about March 5, 2019, Kona-Nash lent \$350,000 to Simply Wholeistic. The loan was evidenced by a promissory note. (the “Simply Wholeistic Note,” Exhibit A, attached).

26. Simply Wholeistic’s obligations under the Simply Wholeistic Note were guaranteed by Cook, Thomas, and Guidy.

27. Among other terms, the Simply Wholeistic Note (a) imposed financial reporting obligations on Simply Wholeistic, (b) provided that Kona-Nash would receive a \$1 payment for each sale of any product sold by Simply Wholeistic in perpetuity, and (c) provided Kona-Nash the option to acquire a ten-percent equity interest in Simply Wholeistic.

28. The defendants did not use the money borrowed from Kona-Nash to purchase products for resale by Simply Wholeistic. Instead, Cook and Thomas appropriated the money for their own benefit. Among other things, money was transferred to other entities controlled by Cook and Thomas, and money was spent directly on Cook’s and Thomas’s personal expenses.

29. In addition, Cook and Thomas directly competed with Simply Wholeistic. For example, Cook sold products substantially similar to products purportedly developed for sale by Simply Wholeistic through Root Wellness.

30. Simply Wholeistic failed to comply with the financial reporting obligations imposed by the Simply Wholeistic Note. Further, the defendants

provided false and misleading financial documents in an attempt to mislead Kona-Nash about the nature of Simply Wholeistic expenditures and fund transfers.

31. Simply Wholeistic has defaulted on its payment obligations under the Simply Wholeistic Note.

32. Cook and Taylor have defaulted on their payment obligations as guarantors on the Simply Wholeistic Note.

33. Personalized Healthcare Solution, LLC is a single-member limited liability company owned by Clayton Thomas.

34. From approximately February 1, 2019 through May 20, 2019, Personalized Healthcare borrowed a total of \$650,000 from Kona-Nash. The loans are evidenced by a series of promissory notes (the “PHS Notes,” Collective Exhibit B, attached):

Atlanta West Primary Care	February 1, 2019
Bella Natural Women’s Care & Family Medicine	May 20, 2019
Dr William McGarity	May 1, 2019
Elite Family Practice	April 3, 2019
Elizabeth Breedlove Family Practice & Aesthetics	February 1, 2019
Family First Healthcare	February 1, 2019

First Foundation Medical Clinic	May 20, 2019
Georgia Clinic – Boulevard	May 13, 2019
Grace Medical Practice, LLC	April 4, 2019
Integrated Wellness & Center for Birth, LLC	April 8, 2019
John’s Creek Primary Care	February 1, 2019
Life Wellness Partners	February 1, 2019
Pediatrics & Adult Med	May 1, 2019
Pineapple Health	February 1, 2019
Signature Women’s Healthcare	February 1, 2019
Treken Primary Care, Inc.	February 1, 2019
West Ashley Obstetrics & Gynecology	February 11, 2019

35. The PHS Notes provided for minimum monthly payments of \$1,100 or twenty percent of collections, whichever is greater. The terms of the PHS Notes was five years, with interest accruing at a rate of 11.515 percent.

36. At the time Thomas executed the PHS Notes on behalf of Personalized Healthcare, Thomas and Personalized Healthcare did not intend for Personalized Healthcare to meet its obligations under the PHS Notes.

37. Personalized Healthcare has defaulted on its payment obligations under all of the PHS Notes.

38. On information and belief, Personalized Healthcare lacks the funds to pay the amounts due on the PHS Notes because of misconduct by the company and Thomas. Personalized Healthcare is an alter ego of Clayton Thomas, and has been used by Thomas to commit fraud and wrongs, and to engage in dishonest and unjust acts in contravention of the rights of Kona-Nash and others.

39. On information and belief, the following facts indicate that Personalized Healthcare's "corporate shield" should be pierced, and that Thomas should be held responsible for Personalized Healthcare's debts to Kona-Nash: the company was grossly undercapitalized; the company is solely-owned by one individual; the company and Thomas use the same offices and the same attorneys; the company is used as a business conduit for Thomas and companies in which Thomas holds an ownership interest, including Simply Wholeistic; company assets have been diverted to Thomas and companies in which Thomas holds an ownership interest to the detriment of the Personalized Healthcare's creditors; the company has been used as a subterfuge to commit fraud; and the company has not maintained an arm's-length relationship with other companies in which Thomas holds an interest.

40. At all times material to this complaint, Cook and Thomas were acting as agents of Simply Wholeistic.

41. At all times material to this complaint, Thomas was acting as agent of Personalized Healthcare and Root Wellness.

42. The actions of Simply Wholeistic, Personalized Healthcare, Root Wellness, Cook, and Thomas, set out herein, were intentional, fraudulent, malicious, and reckless.

#### **IV. CAUSES OF ACTION**

##### **A. BREACH OF CONTRACT**

43. The plaintiff incorporates all preceding paragraphs herein by reference as if fully set forth.

44. The Simply Wholeistic Note and the PHS Notes are enforceable contracts.

45. Simply Wholeistic has defaulted on its reporting and payment obligations under the Simply Wholeistic Note.

46. Cook and Thomas have defaulted on their payment obligations as guarantors of the Simply Wholeistic Note.

47. PHS has defaulted on its reporting and payment obligations under the PHS Notes.

48. Simply Wholeistic's failure to meet its reporting and payment obligations, and Cook's and Thomas's failure to meet their payment obligations, have caused Kona-Nash to suffer damages, including consequential damages.

49. Personalized Healthcare's failure to meet its reporting and payment obligations has caused Kona-Nash to suffer damages, including consequential damages.

## **B. FRAUD**

50. The plaintiff incorporates all preceding paragraphs herein by reference as if fully set forth.

51. Cook intentionally misrepresented her qualifications, credentials, and experience in an attempt to create the false impression that Cook was a highly qualified and accomplished scientist.

52. Cook intended for Kingsley and Kona-Nash to rely on her misrepresentations of her qualifications, credentials, and experience, and Kingsley and Kona-Nash did reasonably rely on the misrepresentations.

53. Cook and Thomas intentionally failed to disclose the contractual and common law duties they owed to Rain International.

54. Information concerning these contractual and common law duties materially affected a correct view of the business transactions proposed by Cook and Thomas.

55. Cook's and Thomas's contractual and common law duties to Rain International were not discoverable with the exercise of ordinary diligence.

56. Cook's and Thomas's failure to disclose their contractual and common law duties to Rain International caused Kona-Nash to enter into the business transactions described above.

57. Cook, Thomas, and Simply Wholeistic represented that they intended to use funds provided by Kona-Nash to purchase products for resale by Simply Wholeistic when they did not intend to use the funds to purchase products for resale by Simply Wholeistic.

58. Cook, Thomas, and Simply Wholeistic intended for Kingsley and Kona-Nash to rely on their representations, and Kingsley and Kona-Nash did reasonably rely on the representations.

59. Cook, Thomas, and Simply Wholeistic promised to provide financial reporting and to make payments under the Simply Wholeistic Note when they did not intend to perform these promises.

60. Cook, Thomas, and Simply Wholeistic intended for Kingsley and Kona-Nash to rely on their promises, and Kingsley and Kona-Nash did reasonably rely on the promises.

61. Thomas and Personalized Healthcare promised to provide financial reporting and to make payments under the PHS Notes when they did not intend to perform these promises.

62. Thomas and Personalized Healthcare intended for Kingsley and Kona-Nash to rely on their promises, and Kingsley and Kona-Nash did reasonably rely on the promises.

63. As a result of the actions of Simply Wholeistic, Cook, and Thomas, Kona-Nash suffered damages, including consequential damages.

### **C. SECURITIES FRAUD**

64. The plaintiff incorporates all preceding paragraphs herein by reference as if fully set forth.

65. The Simply Wholeistic Note and the PHS Notes are “securities,” as defined by Tenn. Code Ann. § 48-1-102(20).

66. Simply Wholeistic, Personalized Healthcare, Cook, and Thomas sold securities to Kona-Nash by (a) employing a device, scheme, and artifice to defraud, (b) making untrue statements of material fact and omitting to state material facts necessary in order to make the statements made, in the

light of the circumstances under which they were made, not misleading; and (c) engaging in acts and practices, and a course of business that operated or would have operated as a fraud and deceit upon Kona-Nash.

67. Kona-Nash did not know of the violations of Tenn. Code Ann. § 48-1-121(a) by Simply Wholeistic, Personalized Healthcare, Cook, and Thomas.

68. At all times relevant to this complaint, Simply Wholeistic was controlled by Cook and Thomas. Cook and Thomas were partners, principal executive officers, and directors of Simply Wholeistic, and occupied a similar status and performed similar functions. Cook and Thomas were also employees of Simply Wholeistic, who materially aided Simply Wholeistic's violations of Tenn. Code Ann. § 48-1-121(a).

69. At all times relevant to this complaint, Personalized Healthcare was controlled by Thomas. Thomas was principal executive officer and director of Personalized Healthcare, and occupied a similar status and performed similar functions. Thomas was also an employee of Personalized Healthcare, who materially aided Personalized Healthcare's violations of Tenn. Code Ann. § 48-1-121(a).

70. The actions of Simply Wholeistic, Personalized Healthcare, Cook, and Thomas caused Kona-Nash to suffer damages, and Kona Nash is entitled to all remedies provided by Tenn. Code Ann. § 48-1-122.

**D. BREACH OF FIDUCIARY DUTY**

71. The plaintiff incorporates all preceding paragraphs herein by reference as if fully set forth.

72. Kona-Nash reposed special trust and confidence in Cook, Thomas, Simply Wholeistic, and Personalized Healthcare to use the money Kona-Nash invested in Simply Wholeistic and Personalized Healthcare for the purposes for which the money was solicited, to avoid conflicts of interest, and to operate the businesses in the best interests of the businesses' owners and investors.

73. Cook, Thomas, Simply Wholeistic, and Personalized Healthcare breached their fiduciary duties by (a) using the money Kona-Nash invested for their own benefit, rather than for the purposes for which the money was solicited, (b) operating Simply Wholeistic and Personalized Healthcare for the benefit of Cook and Thomas, to the detriment of Kona-Nash, and (c) competing with Simply Wholeistic.

74. The breaches of fiduciary duty by Cook, Thomas, Simply Wholeistic, and Personalized Healthcare caused Kona-Nash to suffer damages, including consequential damages.

## **E. CONSPIRACY**

75. The plaintiff incorporates all preceding paragraphs herein by reference as if fully set forth.

76. Cook, Thomas, Simply Wholeistic, Root Wellness, and Personalized Healthcare engaged in a common plan and design, each having the intent and knowledge of the others' intent, to accomplish by concerted action unlawful purposes and lawful purposes by unlawful means.

77. The unlawful purposes and unlawful means were fraud, securities fraud, and breach of fiduciary duty, as set out above.

78. The actions of Simply Wholeistic, Personalized Healthcare, Cook, and Thomas caused Kona-Nash to suffer damages, including consequential damages.

Wherefore, the plaintiff demands:

1. That process issue and that the defendants be required to respond to this complaint within the time required by law.
2. That the Court award judgment against the defendants for actual damages, including consequential damages, in an amount to be proven at trial.
3. That the Court award judgment against the defendants for attorneys' fees and costs.

4. That the Court award judgment against the defendants for punitive damages in an amount to be proven at trial.

5. That the Court award judgment against the defendants for pre- and post-judgment interest.

6. That the Court disregard Personalized Healthcare Solution, LLC's corporate form, and hold Thomas liable for all obligations and liabilities of the company.

7. That the Court award such additional relief as may be just and equitable.

Respectfully submitted,

/s/ Nader Baydoun  
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