

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC.,	)	Case No.: CV-16-859345
)	
Plaintiff,	)	Judge Michael J. Russo
)	
vs.	)	<u>MOTION TO SHOW CAUSE WHY</u>
	)	<u>CLAYTON THOMAS SHOULD NOT</u>
CLAYTON THOMAS, et al.,	)	<u>BE HELD IN ADDITIONAL CIVIL</u>
	)	<u>AND CRIMINAL CONTEMPT OF</u>
Defendants.	)	<u>COURT AND REQUEST FOR</u>
	)	<u>HEARING</u>
)	

NOW COMES Plaintiff, Metron Nutraceuticals, LLC (“Metron”), and respectfully requests that this Court Order that Defendant Clayton Thomas appear and show cause why he should not be held in contempt of Court for violating the Judgment Entry of June 16, 2017, attached as Exhibit A. In sum, Clayton Thomas was supposed to be enjoined from May 11, 2016 until June 16, 2019. Despite this Court’s Order, it has come to Metron’s attention that Clayton Thomas not only failed to abide by the required terms entered by this Court but intentionally violated the Orders. The violations were at times actively concealed with use of proxies and alias(es). Given the same, he also engaged in further civil and criminal contempt of Court as previously addressed by the Court in Exhibit J. Exhibit J further commemorates that Clayton Thomas imprisonment in Cuyahoga County jail was reduced from 130 days to only three days contingent upon him refraining from the actions from which he was enjoined. This prior courtesy from the Court did not result in compliance.

I. RELEVANT PROCEDURAL BACKGROUND AND COURT ORDERS

Clayton Thomas has previously been held in both civil and criminal contempt of this Court for failing to comply with the Court Ordered injunction. The relevant procedural background, filings, and Court Orders are as follows:

- Exhibit B: Plaintiff's Verified Complaint For Temporary Restraining Order, Preliminary Injunction, Permanent Injunction, Declaratory Judgment and Compensatory Damages, Punitive Damages and Attorneys' Fees (filed February 22, 2016);
- Exhibit C: May 11, 2016 Journal Entry Granting Metron's Motion for Temporary Restraining Order and Preliminary Injunctive Relief;
- Exhibit D: June 6, 2016 Journal Entry Granting Metron's Motion for Default Judgment;
- Exhibit E: Metron's Motion for Civil Contempt and Show Cause against Clayton Thomas, filed August 15, 2016;
- Exhibit F: August 29, 2016 Journal Entry Granting Civil Contempt against Clayton Thomas;
- Exhibit G: Metron's Supplemental Evidence in Support of Contempt and Sanctions filed October 10, 2016;
- Exhibit H: October 11, 2016 Journal Entry that Clayton Thomas remained in Civil Contempt of Court for his continued violation of the Court's June 6, 2016 and August 29, 2016 Orders. The Court also found Clayton Thomas in criminal contempt of Court.
- Exhibit I: November 30, 2016 Journal Entry that Clayton Thomas remained in Civil Contempt of Court for his continued violation of the Court's June 6, 2016, August 29, 2016, and October 11, 2016 Orders. The Court also found Clayton Thomas in continued criminal contempt of Court.
- Exhibit J: April 21, 2017 Journal Entry in pertinent part held that Clayton Thomas "remains in contempt of Court, has made no efforts to purge himself of contempt, and continues to participate in activities from which he was enjoined in the Court's June 6, 2016 Order. Mr. Thomas is ordered remanded to the Cuyahoga County jail to serve three days of imprisonment. The remaining 127 days of imprisonment ordered by the Court on 10/11/2016 and 11/30/2016 are suspended on the condition that Mr. Thomas pays the original fine of \$250 from 10/11/2016 and refrains from the actions from which he was enjoined on 06/06/2016. If Mr. Thomas pays the fine of \$250 from 10/11/2016, the court will suspend the fine of \$1000 that it Ordered on 11/30/2016. Mr. Thomas is ordered to be released on Monday, 04/24/2017.
- Exhibit K: Defendants' Motion for Relief From Judgment Pursuant to Civ. R. 60(B) 1, 3, and 5 is denied.

Per Court Order and Stipulation, Clayton Thomas and his company Personalized Healthcare Solutions (PHS) were bound by the following Order until June 17, 2019, in pertinent part:

3. Defendant, Clayton Thomas, shall have zero ownership or receive any financial remuneration from and shall not consult for any company involved in any zeolite based production, manufacturing, distribution, marketing or sales until June 17, 2019. Defendant shall not advertise for any specific zeolite based products until June 17, 2019. Defendant may talk publically about zeolites, but shall never mention Plaintiff. Defendant shall not mention Plaintiff's customer's product or express until June 17, 2019, the benefit or preference or make any comparison of any type of any zeolite product over others that are related to Metron's or to Dr. Tsirikos-Karapanos intellectual property which include, but are not limited to, hydrolyzed zeolite fragments or hydrolyzed clinoptilolite fragments or water soluble zeolite fragments or water soluble clinoptilolite fragments or water solutions of water soluble zeolite fragments or water solutions of water soluble clinoptilolite fragments.
4. Defendant PHS, by and through its owners, employees, or agents, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:
 - a. Utilizing Metron's confidential information, trade secrets, and proprietary information;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse and/or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
5. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shutdown <https://www.gofundme.com/tbkt5u> all internet sites selling

hydrolyzed zeolite products stolen and/or taken from Metron or Metron's packager;

7. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut- down any part of any additional internet page selling any of Metron's hydrolyzed zeolite product and/or publishing any of Metron's trade secrets and confidential information about hydrolyzed zeolites;
8. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut- down any part of any additional internet page selling any zeolite product. Any such website shall not operate or function in any way until June 17, 2019;

(See Exhibit A).

II. CONTINUED DISREGARD OF COURT ORDER

As addressed in this motion, Clayton Thomas's egregious and continuous violations of the Court Order pertain to two products: (1) Vitality Detox Drops and (2) Clean Slate.

A. Vitality Detox Drops

The Court Order and Clayton Thomas's own agreement was entered with this Court. *See, Exhibit A.* Despite Exhibit A, Clayton Thomas continued to manufacture, promote, sell, profit, and market his product, Vitality Detox Drops. Extensive evidence exists to prove Vitality Detox Drops is a Clayton Thomas product, which is a matter of record in this matter—from Mr. Thomas making the label to Mr. Thomas confirming in emails he made the label and product. *See, Exhibit G at exhibit A; see also, Exhibit G at exhibit B; and Exhibit B at exhibit 9.*

While this Court granted preliminary injunctive relief on May 11, 2016 and the final terms were stipulated to and entered on June 16, 2017, Clayton Thomas's interview was posted to YouTube on September 25, 2017 by Chiropractor, Nick Zyrowski ("Zyrowski"). *See, https://www.youtube.com/watch?v=mJ7JQO0_pck.* Screenshots of the September 25, 2017

interview clearly show Mr. Thomas promoting and selling Vitality Detox Drops, as included below and incorporated herein.



Episode 47: Why Zeolite is the Most Effective Detox with Detoxification Expert

17,838 views • Sep 25, 2017

👍 327 💬 13 ➦ SHARE ⌵ SAVE ⋮



Dr. Nick Zyrowski
413K subscribers

JOIN

SUBSCRIBE

Detoxification has never been more important. Since World War II, approximately 80,000 new commercial synthetic chemicals have been released into the environment. In 1974, the World Health Organization stated that 84% of chronic degenerative diseases are caused by environmental toxins. Clearly – we are living in an age when detoxification isn't an option but a necessity.

Get you Vitality Detox Drops here: <https://store.nuvisionhealthcenter.co...>

In this episode, you're going to learn exactly what "toxicity" is, what you can do about it, and the most effective form of detoxification you probably have never heard of.

You see, if we have an effective means of removing the cause of chronic disease (toxins), then people can experience true health, without the symptomology often associated with aging. The most effective means to date is found in a naturally occurring mineral. Zeolites are a class of minerals formed from different chemical processes from volcanic eruptions and are nature's way to clean the environment. Acting like a magnet, these negatively charged zeolites bind to heavy metals and other positively charged toxins in the environment.

Clayton Thomas, environmental toxicology and detoxification expert, joins Dr. Zyrowski on this episode of Excel Radio to discuss the most effective way to safely, naturally, and gently detoxify the body, using a water-soluble zeolite solution called Vitality Detox Drops.

The creators of the Vitality Detox Drops have harnessed this naturally occurring mineral and have made it water soluble, meaning it is now an effective way to bind to these toxins within the human body. The water-soluble fragments found in Vitality Detox Drops are over a million times smaller than other zeolite formulas. They have the powerful capability to permeate cellular membranes to aid in cellular detoxification. There is even evidence that the negatively charged solution is crossing the blood-brain barrier, allowing it to bind to toxins and escort them away from the brain and out of the body. The true magic of zeolite detoxification is that it is passive in nature, so it does not cause stress to your detox organs (liver and kidney). Vitality Detox Drops binds to heavy metals, molds, glyphosate, Asian orange, Lyme spirochetes, fluoride, chlorine, and more environmental toxins to enhance health.

In this episode:

- The reason miscarriage rates are so high and why there are so many neurological issues with our children today.
- The difference between different types of detoxes, including zeolite detoxification, food baths, liver cleanses, colon cleanse, chelation and more.
- How to use zeolite solutions to get a gentle and deep cellular detox.
- Who needs to be detoxing and how long should you detox for
- How weight loss can cause toxic overload
- What to do to get over your weight loss plateau
- Most effective way to bind toxins while they are in your body
- How to safely detox heavy metals, biotoxins, Lyme and environmental toxins

Get your Vitality Detox Drops here: <https://store.nuvisionhealthcenter.co...>

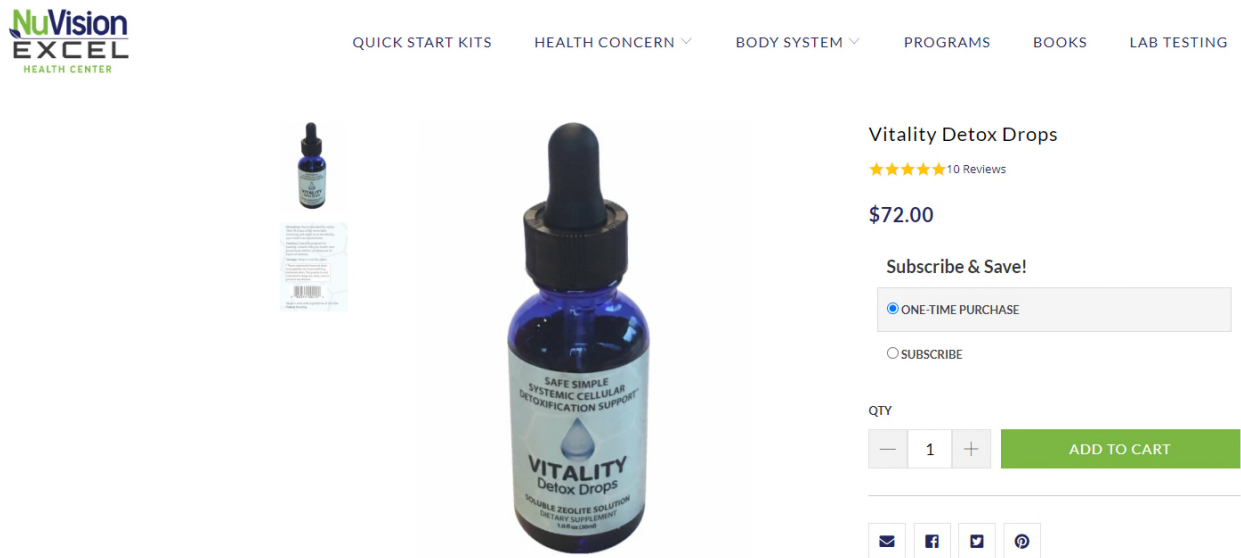
Check out Dr. Nick's new vlog here: <https://www.youtube.com/playlist?list...>

Follow Dr. Zyrowski's blog at www.nuvisionexcel.com

Mr. Zyrowski's YouTube interview of Clayton Thomas is a Vitality Detox Drops sales pitch and promotion, which was expressly prohibited by Court Order. The interview is prohibited

by Court Order. The continued sales and profits by Clayton Thomas for his product are prohibited by Court Order.

The video has nearly 18,000 views and Zyrowski's YouTube Page has about 413,000 subscribers. The YouTube page directly lists a website for purchasing Clayton Thomas's product, <https://store.nuvisionhealthcenter.com/products/vitality-detox-drops>. Screen-shots of the identified website follow:



As further proof that Clayton Thomas sales of Vitality Detox Drops continued through the term of the injunction, customer reviews are dated between May of 2016 and June 17, 2019.

E Elizabeth D. 04/24/19
★★★★★
Easy to use
These drops were recommended by my doctor. I have used 2 bottles and feel good. The proof will be in my blood work this summer. I'll be sure to update my review. What I like is that they are easy to use: 10 drops in water first thing in the morning. I follow with RNA Results Glutathione Spray.
Share | Was This Review Helpful? 0 0

M Marilyn 10/17/18
★★★★★
Vitality Detox Drops
I have been using Vitality Detox Drops for about 4 and a half months taking one drop a day for 3 months and now taking 2 drops a day. I have been diagnosed with Fibromyalgia, Lyme Disease with 2 co-infections, candida and also have MS symptoms. symptoms are brain fog, anxiety, sleep problems, neuropathy in my feet, balance problems, hands shaking....Read More
Share | Was This Review Helpful? 3 0

A Anonymous 07/02/18
★★★★★
5 Stars
Product is beneficial to me.
Get 10% off

M Melisa C. 01/26/18
★★★★★
Detox drops
After doing the research and competing the Vitality drops to Cyto, I had no problems switching over. Better price and same quality.
Share | Was This Review Helpful? 0 0

This website, <https://vitalitydetoxdrops.com/>, remained on the internet in violation of Court Order. Through this website, upon information and belief, Clayton Thomas continued to sell and/or make money from Vitality Detox Drops in violation of Court Order.

On **September 10, 2018**, Zyrowski (and/or Clayton Thomas) again posted a YouTube video demonstrating that Vitality Detox Drops were still being promoted and sold:





Vitality Detox Drops

36 subscribers

SUBSCRIBE

Dr. Nick talks about Vitality Detox Drops, hydrolyzed zeolite, and how it works. Learn more about hydrolyzed zeolite and getting rid of toxins that hurt the body: <https://www.vitalitydetoxdrops.com>

VITALITY Detox Drops is a one of a kind hydrolyzed (water-soluble) zeolite solution that is currently patent pending and is the most advanced technology for delivering a safe and non-toxic zeolite product systemically. These water-soluble fragments are over a million times smaller than other zeolite formulas available today and have the ability to passively cross membranes in the body, including the blood-brain barrier. VITALITY Detox Drops is the gold standard of zeolite formulations and may just be the gold standard for systemic detoxification of heavy metals and environmental toxins.

VITALITY Detox Drops is a hydrolyzed zeolite that assists in getting rid of toxins so the body can function properly again. The drops have a honeycomb, cage structure and a natural negative charge that acts like a magnet, binding toxins to the cage structure. Some will get trapped within the cage (absorption) and others will attach to the binding sites on the outside of the cage (adsorption). These bound toxins are neutralized while they are still in your system and on their way out through the body's normal elimination channels.

The aforementioned remains publicly available at:

<https://www.youtube.com/watch?v=UuYqqVID1Ys>

On **January 14, 2019**, in continued violation of Court Order, Vitality Detox Drops appears on the YouTube video with screenshots, included below, which is still viewable at

https://www.youtube.com/watch?v=26zK8kAvK_8



Vitality - Best Zeolite Product I Have Found!!

401 views • Jan 14, 2019

👍 12 💬 0 ➦ SHARE ≡+ SAVE ⋮



Craig Jarrell
71 subscribers

SUBSCRIBE

Vitality is the best Zeolite product I have found on the market. It is soluble so it actually penetrates the cells.

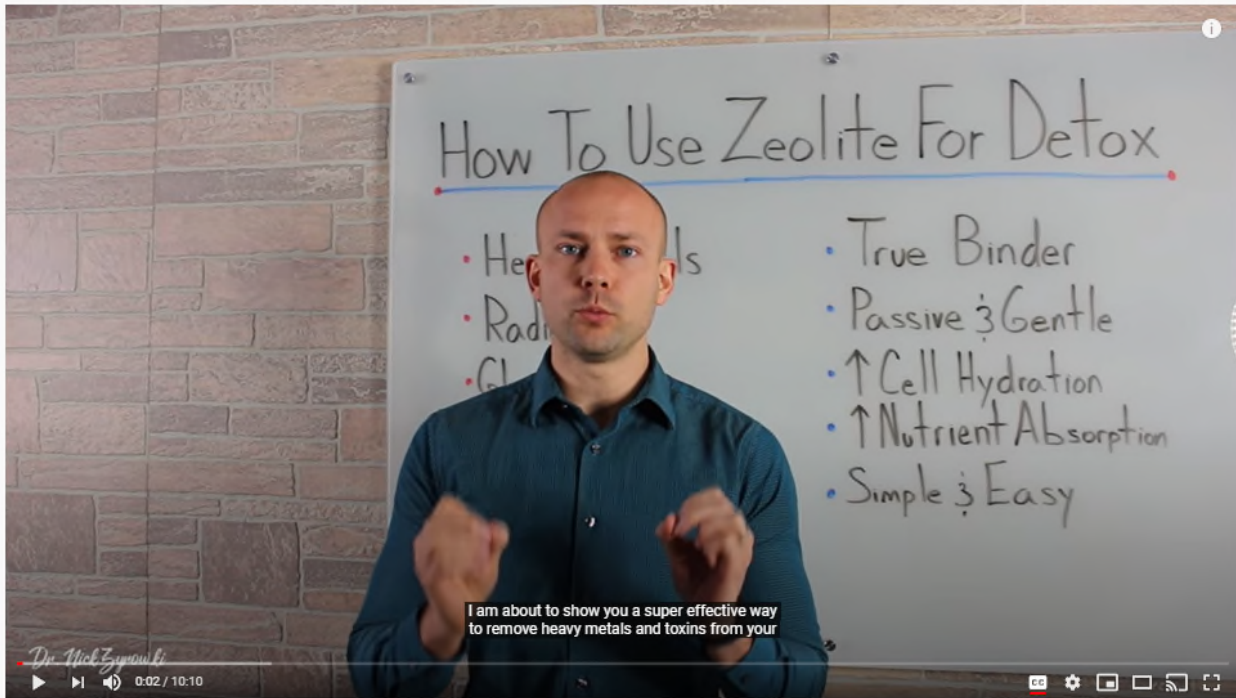
From information on this product from a doctor, check out this video:
<https://youtu.be/X4001G404yl>

To check out Vitality's website click here: <https://vitalitydetoxdrops.com/?partn...>

If you have questions for me, schedule a call on my website: www.615digitalmarketing.com

SHOW LESS

The post from Craig Jarrell also refers to “information on this product from a doctor”; and that link takes you straight back to Chiropractor, Zyrowski, in another post selling Vitality Detox Drops dated **April 26, 2018**:



How To Use Zeolite For Detox | Clinoptilolite Zeolite

32,134 views • Apr 26, 2018

👍 827 🗨️ 17 ➦ SHARE 📌 SAVE ⋮

How To Use Zeolite For Detox | Clinoptilolite Zeolite

32,134 views • Apr 26, 2018

👍 827 🗨️ 17 ➦ SHARE 📌 SAVE ⋮



Dr. Nick Zyrowski
413K subscribers

How To Use Zeolite For Detox | Clinoptilolite Zeolite is a video that teaches you how to passively and safely detox the body on a daily basis.

To learn more about Vitality Detox Drops go here: <https://vitalitydetoxdrops.com/dr-zyr...>

The above link has a Q&A section which contains all the information and questions that you may have about water soluble zeolite. Vitality Detox Drops is a company with good moral fiber that is wanting to get their product in the hands of as many people as possible to offer a safe and simple way to detox that delivers results.

How to remove heavy metals from the body is a very important topic that many people take into consideration in today's toxic world. That is why many people turn to Vitality Detox Drops in order to safely remove toxins from the body in its entirety.

Vitality Drops are a water soluble clinoptilolite zeolite that are capable of not only detoxing the body of heavy metals, but also detoxing the body of glyphosate, radioactive isotopes, viral particles, black mold spores, endotoxins and more.

The water soluble zeolite known as Vitality Detox Drops comes in a small bottle and is simple to use. Its toxin binding capability sweeps through the body picking up toxins like a magnet. The best part is that Vitality Detox Drops finds their water soluble zeolite to be a solution for removing toxins from the brain.

Vitality Detox Drops recommends that when using their product you drink lots of water and supplement with a mineral.

My Info Packed Website: <https://nuvisionexcel.com>

Don't forget to subscribe => <https://www.youtube.com/c/DrNickZyrow...>

Follow me :)
Instagram (Live 2x per week, active daily) | <http://instagram.com/nuvisionexcel>
Blog | <http://www.nuvisionexcel.com>
Facebook | <http://www.facebook.com/NuVisionExcel>

Even the language used by Zyrowski on his YouTube channel and in brochures throughout his website are directly from Clayton Thomas, as they are nearly identical copies of Metron brochures previously reproduced and misused by Clayton Thomas. *See*, Exhibit E, attached to Exhibit E. Additional videos of Clayton Thomas promoting and/or selling his product throughout the term of the injunction include but are not limited to:

- August 20, 2016: <https://www.youtube.com/watch?v=UPA7hJ6lGUo> (Clayton Thomas presents for lengthy interview)
- June 22, 2018: <https://www.youtube.com/watch?v=0FzzzYbLeAA>
- June 22, 2018: <https://www.youtube.com/watch?v=S-sRfPejgCM>

Clayton Thomas clearly failed to abide by the Court Order and injunction in this matter.

B. Clean Slate

During the term of the Court Ordered injunction, Clayton Thomas improperly started a new company focused on Metron knock-off. Attached as Exhibit L is an April 19, 2019 press release by Callitas Health, Inc., announcing its LOI with Simply Wholeistic, Inc., a Tennessee corporation. Simply Wholeistic has a "detox product" that is to be ready for purchase in Spring of 2019. *Id.* Page 2 of Exhibit L identifies that Clayton Thomas is the "CEO, owner" of Simply Wholeistic. Simply Wholeistic, Inc. was incorporated on February 5, 2019, and its fictitious name is Root, Inc. *See*, Exhibit M.

Per Exhibit L, Christina Cook is also identified as being involved with Simply Wholeistic, Inc. and Clayton Thomas. Christina Cook was addressed by Clayton Thomas throughout his April 17, 2017 debtor's examination in this matter. Christina Cook was identified as Clayton Thomas's "business partner", that her company provided him free housing, that he is the beneficiary of his life insurance policy in 2017, and that she is his "significant other who pays for, pays for stuff for me". Exhibit N at pages, 8, 14, 17, and 26.

Root, Inc., the fictitious name for Simply Wholeistic, Inc., a company incorporated during this Court's injunctive period. Root, Inc. developed, tested, marketed, and sells (or plans to sell) a zeolite product under the product name CLEAN SLATE. When in development the product was apparently called ROOT DETOX DROPS. Attached as Exhibit O is laboratory testing for Root Detox Drop dated **September 2018**. The Facebook page for Clayton Thomas's company, Root, Inc. uses 2018 laboratory results in support of selling his zeolite product. Below please find see a screen-shot from March 11, 2020 including the September 2018 lab test as well as a May 2019 announcement for his company Root, Inc.





Clayton Thomas

Moderator · March 11 at 4:58 PM

Want to see what CleanSlate does?

430% increase in mercury excretion in 7 days. 10 drops twice daily. No negative side affects.



- ROOT your life
- Private group
- About
- Discussion
- Announcements
- Members
- Events
- Videos
- Photos
- Watch Party
- Search this group
- Shortcuts

NEW ACTIVITY

Clayton Thomas
Moderator · March 11 at 5:33 PM

Your gluten free lifestyle is doing things you don't know. Did you know rice loves to bind arsenic? Rice flour in your snacks and supplements builds up in you. Here is some data to show just that. CleanSlate allows the simple removal. 10 drops twice daily a week apart



The Root Brand
Admin · March 7 · ☺

CLEAN SLATE

Give toxins the heave-ho

Helps wipe out toxins & heavy metals

SUPPLEMENT FACTS

Serving Size: 10 drops	
Servings Per Container: 60	
Amount Per Serving	% DV
Clinoptilolite Zeolite* 300 mcg	
Percent Daily Value Not Established	
Other ingredients:	
Water, Potassium Sorbate, Ascorbic Acid.	

BENEFITS OF CLEAN SLATE

DETOXIFICATION:
Safely supports the removal of toxins from cells, body and brain tissues

INFLAMMATION:
Assists the reduction of negative inflammation by removing the root cause of the issues.

ABSORPTION:
Supports the absorption of nutrients by removing the toxins which may block the nutrients' binding sites.

Given the aforementioned and included images, and attached exhibits, Clayton Thomas was developing and testing his zeolite product, building and marketing Root, Inc., and completely violating Court Order as to Root, Inc. / Clean Slate in 2018 and 2019. This is of course in addition to his never-ending breach as to Vitality Detox Drops.

III. LAW AND CONCLUSION

Clayton Thomas should be compelled to appear and show cause why he should not be held in further contempt of Court for violating the Court Orders in this matter. Despite prior monetary award of \$25,000 and findings of both civil and criminal contempt of Court, including being remanded to Cuyahoga County jail for three days, Clayton Thomas continued his same

non-compliant conduct. The remaining 127 days of imprisonment ordered by the Court on 10/11/2016 and 11/30/2016 was suspended based on the condition that Clayton Thomas refrains from the actions from which he was enjoined. He did not comply, so further remand to Cuyahoga County jail is requested for consideration by the Court. In addition, Metron did not secure the benefit of the terms of the injunction given Clayton Thomas' actions and as such, request that the term be extended at least two more years and include the byproduct of his non-compliance— Vitality Detox Drops, Root, Inc., and Clean Slate. An additional monetary award more significant than the unfortunately ineffective \$25,000 is requested.

Contempt is defined as “disobedience of, or resistance to, a lawful writ, process, order, rule, judgment, or command of the court: or officer.” R.C. 2705.02. A hearing is required to determine whether defendant is guilty of contempt. R.C. 2705.05(A). Substantial fines may be imposed on the parties found guilty of contempt for violating a court order. See *Citicasters Co. v. Stop 26-Riverbend, Inc.* (7th App. Dist. 2002), 147 Ohio App, 3rd, 531, at 46-47 (a trial court's imposition of a \$10,000 per day fine was not an abuse of discretion). *Citicasters* held that the Court has discretion to punish contempt and to set appropriate fines, regardless of the statutory caps set forth in R.C. 2705.05. See *Id.* at 546-47; see also *Sechler v. Furtudo* (10th App. Dist. 1999), 1999 Ohio App. LEXIS 2036 (“a court's power to punish contempt by way of a penalty is not limited by the express monetary penalties set forth in R.C. 2705.05”). Additionally, imprisonment may be imposed for contempt of court. R.C. 2705.05; see also *Rice v. Rogers* (9th App. Dist. 1989), 61 Ohio. App. 3d 151, 572 N.E.2d 213.

Clayton Thomas has not only actively violated the Orders of this Court, but largely concealed his conduct from Metron. Metron did not get the relief Ordered by the Court and agreed to by Clayton Thomas. Clayton Thomas remained engaged in the prohibited activities in

the zeolite industry, has benefited from the same, and continues to benefit to present date. Clayton Thomas has continued in his flagrant disregard of Court Orders in this matter. Metron also requests all relief deemed just and equitable by this Court including but not limited to all fees and expenses.

Respectfully submitted,

/s/ Ryan K. Rubin

RYAN K. RUBIN (0077367)

DANIEL A. LEISTER (0089612)

LEWIS BRISBOIS BISGAARD & SMITH, LLP

1375 E. 9th Street, Suite 1600

Cleveland, OH 4114

(216) 344-9422

(216) 344-9421 facsimile

Ryan.Rubin@lewisbrisbois.com

Dan.Leister@lewisbrisbois.com

Counsel for Plaintiff

Metron Nutraceuticals, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing was served by the Court's Electronic filing system on this 3rd day of July 2020 upon :

Thomas Doyle (0085418)

526 Yourk St.

Newport, KY 41071

Counsel for Clayton Thomas and Personalized Healthcare Solutions, LLC

/s/ Ryan K. Rubin _____

RYAN K. RUBIN (0077367)

DANIEL A. LEISTER (0089612)

Counsel for Plaintiff

Metron Nutraceuticals, LLC



99322968

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC
Plaintiff

CLAYTON THOMAS, ET AL.
Defendant

Case No: CV-16-859345

Judge: MICHAEL J RUSSO

CLERK OF COURTS
CUYAHOGA COUNTY

2017 JUN 16 P 5:06

FILED

JOURNAL ENTRY

06/16/2017: THE JOINT MOTION FOR RELIEF FROM JUDGMENT TO ENTER A NEW AGREED ENTRY IS GRANTED PURSUANT TO CIV.R.60(B)(4). OSJ. FINAL.

NO SIGNATURE REQUIRED

Judge Signature

Date

EXHIBIT A

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC	)	Case No.: CV-16-859345
)	
Plaintiff,	)	Judge MICHEAL J. RUSSO
)	
vs.	)	<u>JUDGMENT ENTRY</u>
)	
CLAYTON THOMAS, et al.,)	
)	
Defendants.)	
)	

This cause came before the Court on Plaintiff's Motion for Default Judgment. Plaintiff filed this action on February 22, 2016, seeking temporary restraining order, preliminary injunction, permanent injunction, declaratory judgment, compensatory damages, punitive damages, and attorneys' fees. As Defendants Clayton Thomas and Personalized Healthcare Solutions, LLC (collectively, "Defendants") failed to plead or otherwise respond within the required time period as set forth by the Ohio Civil Rules, Plaintiff filed its Motion for Default Judgment on May 23, 2016.

Pursuant to Civ.R. 55, a hearing on Plaintiff's Motion for Default Judgment was held on June 6, 2016 at 1:30 p.m. Plaintiff presented evidence at this hearing including, but not limited to an affidavit of damages. Defendant Clayton Thomas filed an appeal of the decision on June 29, 2016, and the Appeal was dismissed at Mr. Thomas' costs. Defendants secured counsel who moved for relief from judgment on March 15, 2017. Hearing on Defendants' motion for relief from judgment was held on April 21, 2017. After hearing oral argument, considering all evidence in the record, and fully considering all briefs, Defendants motion for relief was denied, as set forth in the Court's May 20, 2017 journal entry.

All Parties and counselors now request and stipulate to the Court entering the following judgment entry, slightly modified from the June 6, 2016 journal entry to bring finality and closure to this matter.

The Court hereby Orders:

1. Forfeiture of Defendant Thomas' 15.99% share in Plaintiff Metron Nutraceuticals, LLC due to his flagrant and continuing disregard for and breach of his fiduciary duties, contractual obligations and duties of loyalty and care owed to Metron Nutraceuticals, LLC.

2. \$25,000 in monetary damages.

3. Defendant, Clayton Thomas, shall have zero ownership or receive any financial remuneration from and shall not consult for any company involved in any zeolite based production, manufacturing, distribution, marketing or sales until June 17, 2019. Defendant shall not advertise for any specific zeolite based products until June 17, 2019. Defendant may talk publically about zeolites, but shall never mention Plaintiff. Defendant shall not mention Plaintiff's customer's product or express until June 17, 2019, the benefit or preference or make any comparison of any type of any zeolite product over others that are related to Metron's or to Dr. Tsirikos-Karapanos intellectual property which include, but are not limited to, hydrolyzed zeolite fragments or hydrolyzed clinoptilolite fragments or water soluble zeolite fragments or water soluble clinoptilolite fragments or water solutions of water soluble zeolite fragments or water solutions of water soluble clinoptilolite fragments.

4. Defendant PHS, by and through its owners, employees, or agents, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:

- a. Utilizing Metron's confidential information, trade secrets, and proprietary information;
- b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
- c. Participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
- d. Supporting, advising, or participating with or in any future or ongoing business that is adverse and/or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.

5. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shutdown <https://www.gofundme.com/tbktrs5u> all internet sites selling hydrolyzed zeolite products stolen and/or taken from Metron or Metron's packager;

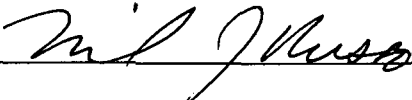
6. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shut-down the Metron Nutraceuticals in Washington State on or before August 7, 2017;

7. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down any part of any additional internet page selling any of Metron's hydrolyzed zeolite product and/or publishing any of Metron's trade secrets and confidential information about hydrolyzed zeolites;

8. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut- down any part of any additional internet page selling any zeolite product. Any such website shall not operate or function in any way until June 17, 2019;

9. Defendants Clayton Thomas and PHS are hereby ordered to immediately return all remaining bottles of CytoDetox in his possession or under his control.

10. Any and all outstanding Court costs assessed to Defendant, Clayton Thomas.



Judge Michael J. Russo



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
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Cleveland, Ohio 44113

Court of Common Pleas

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Confirmation Nbr. 677490

METRON NUTRACEUTICALS, LLC

CV 16 859345

vs.

CLAYTON THOMAS, ET AL.

Judge:

MICHAEL J. RUSSO

Pages Filed: 74

EXHIBIT B

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC	)	Case No.:
4600 Euclid Avenue)	
Suite 401	)	Judge:
Cleveland, OH 44103)	
	)	<u>PLAINTIFF'S VERIFIED</u>
Plaintiff,	)	<u>COMPLAINT FOR TEMPORARY</u>
	)	<u>RESTRAINING ORDER,</u>
vs.	)	<u>PRELIMINARY INJUNCTION,</u>
	)	<u>PERMANENT INJUNCTION,</u>
CLAYTON THOMAS	)	<u>DECLARATORY JUDGMENT AND</u>
115 Penn Warren Dr. Suite 300-102,	)	<u>COMPENSATORY DAMAGES,</u>
Brentwood, TN 37027	)	<u>PUNITIVE DAMAGES AND</u>
	)	<u>ATTORNEYS' FEES</u>
PERSONALIZED HEALTHCARE)	
SOLUTIONS, LLC	)	<i>Jury Demand Endorsed Hereon</i>
209 10th Avenue S,)	
Nashville, TN 37203)	
)	
Defendants.)	

Plaintiff Metron Nutraceuticals, LLC, for its Verified Complaint against Defendants Clayton Thomas and Personalized Healthcare Solutions, LLC states as follows:

PARTIES

1. Metron Nutraceuticals, LLC ("Metron") is an Ohio Limited Liability Company with its principal place of business in Cuyahoga County at 4600 Euclid Avenue, Suite 401, Cleveland, Ohio 44103.

2. Clayton Thomas ("Thomas") is an individual who resides at 115 Penn Warren Dr. Suite 300-102, Brentwood, TN, 37027, and is the President of Personalized Healthcare Solutions, LLC.

3. Personalized Healthcare Solutions, LLC ("PHS") is a Delaware Limited Liability Company with its principal place of business at 209 10th Avenue S, Nashville, TN 37203.

JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in this Court because Thomas and PHS each contractually agreed with Metron that disputes relating to agreements central to the claims herein would be litigated pursuant to Ohio law and in the Cuyahoga County Court of Common Pleas. (August 25, 2015, “*Separation Agreement*” at Exhibit 1, p. 1, ¶3; August 31, 2015, “*Mutual Confidentiality Agreement*” at Exhibit 2, p. 3, ¶15; September 25, 2015, “*Amended and Restated Operating Agreement of Metron Nutraceuticals, LLC*” at Exhibit 3, p. 19, ¶14.15; and October 24, 2014, “*Non-Solicitation, Confidentiality and Non-Compete Agreement*” at Exhibit 4, p. 5, Section VIII.). Further, this Court has jurisdiction over Defendants and the subject matter of this action pursuant to R.C. §§ 2307.382(A-B). Venue is proper in this Court pursuant to Civil Rules 3(B)(3, 6, 7, and/or 10) and 4.3.

BACKGROUND

5. Founded in October of 2014, Metron is a manufacturer, developer and supplier of nutraceutical products.

6. Metron’s President, Nikolaos Tsirikos-Karapanos, PharmD, MD, PhD, FETCS, is a Pharmacist, Medical Doctor, Cardiovascular Surgeon and Researcher with twenty-three (23) years of experience in clinical practice, cardiovascular translational surgical research and education.

7. For approximately five (5) years, Dr. Tsirikos-Karapanos worked at the prestigious Mayo Clinic in Rochester, MN, in the Division of Cardiovascular Surgery, prior to moving to Cleveland, Ohio.

8. Dr. Tsirikos-Karapanos invented the process to make Hydrolyzed Clinoptilolite Fragments (HCF), a hydrolyzed zeolite. A zeolite is a specific type of microporous mineral known as a molecular sieve.

9. Prior to Dr. Tsirikos-Karapanos' discovery, zeolites were not water-soluble, and as a result of now being water-soluble, this nutraceutical is designed to more effectively support the body's elimination of toxins.

10. Dr. Tsirikos-Karapanos began in 2014 with US Provisional Patents before starting Metron, and he has also filed US Utility Patents and International Patents as to "production of water-soluble hydrolyzed clinoptilolite fragments and nutraceutical products based on water-soluble hydrolyzed clinoptilolite fragments."

11. Thomas is a 39-year-old man who attended Washington State University for three years, did not earn any degree in medicine, pharmacology, or business, and previously declared bankruptcy.

12. Metron President, Dr. Tsirikos-Karapanos founded the company along with Thomas and additional investors and members; Metron's initial Operating Agreement was executed on October 23, 2014, and the Amended Operating Agreement reflecting Thomas' reduced interest in Metron that is presently in effect is attached at Exhibit 3.

13. On October 24, 2014, Thomas executed Non-Solicitation, Confidentiality and Non-Compete Agreement. Exhibit 4.

In Violation of the Operating Agreement, Non-Solicitation, Confidentiality and Non-Compete, and in Violation of His Duty of Loyalty to Metron, Clayton Forms PHS, Forges Or Fabricates Documents, And Intentionally Misrepresents Facts To The Detriment of Metron

14. In July of 2015, without the knowledge, consent or authorization from Metron, Clayton started PHS, a zeolite distribution company.

15. PHS' official incorporation date as recorded in Delaware is August 3, 2015, file number 5796369.

16. The Metron Operating Agreement in effect on and prior to August 3, 2015 prohibited Thomas from engaging in other business ventures utilizing zeolites or chemical solutions or formulas containing zeolites:

Other Business Ventures. No Member may engage in or possess an interest in other business ventures, independently or with others, that utilize zeolites, or chemical solutions or formulas including zeolites without first obtaining the prior written consent of each Member; provided, however, that nothing herein shall prohibit Member's from being an owner of not more than 5% of the outstanding stock of any class of a corporation which is publically traded.

See, Exhibit 3, p. 19, §14.14, provision unchanged from prior Operating Agreement at §14.12.

17. Per §§1.1, 13.1, and Schedule A of Exhibit 3, Thomas was at all times a member obligated to comply with the aforementioned prohibitions, limitations and restrictions.

18. The Operating Agreements provide President, Dr. Tsirikos-Karapanos, not Thomas, with the general active management of the business and the authority to contract or to execute other instruments pertaining to the business of Metron; Thomas did not possess said authority:

5.11 Duties of President. Unless provided otherwise by a resolution adopted by the Board or this Agreement, the President (a) shall have general active management responsibility for the business of the Company, (b) shall preside at meetings of the Board, (c) shall see that all orders and resolutions of the Board are carried into effect, (d) shall have authority to sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person, (e) may maintain records of and certify proceedings of the Board and Members, and (f) shall perform such other duties as may from time to time be prescribed by the Board. (See, Exhibit 3, p. 8).

19. On or about August 13, 2015, Thomas forged, fabricated, or manipulated three Mutual Confidentiality Agreements (MCAs). Thomas secured other actual MCAs containing Dr. Tsirikos-Karapanos' signature and swapped the name of the individual/entity to be party to the MCA with Metron. August 13, 2015 was prior to Thomas' disclosure of his involvement in PHS. One of the forged MCAs was with Thomas' partner at PHS, Eric Pike. (Pike MCA at Exhibit 5). Again, Thomas lacked any transparency with respect to PHS, his involvement in PHS, his violation of the Operating Agreement, his motive, and he did not have Dr. Tsirikos-Karapanos or Metron's authority to fabricate these three MCAs.

20. By way of the August 25, 2015 Separation Agreement, Thomas is still a member with far less shares in Metron, as a member he remains obligated to comply with the Operating Agreement and his duties to Metron; however, Thomas no longer possesses the following, in pertinent part:

Clayton Thomas resigns from Metron's Board of Directors, effective immediately, and resigns his employment at Metron including, but not limited to, his position of Chief Marketing Officer, effective immediately. **Clayton Thomas' agrees that he will not represent himself as having employment or a position with Metron to third parties and shall not make any promises on behalf of Metron to third parties, shall not represent that he has any authority to act on behalf of Metron to third parties and shall not contract with or otherwise bind Metron in any way to any third party.** Clayton Thomas agrees that he will not use Metron business cards, Metron's email and will not use any email address that has the word Metron in any email address.

21. Wholly disregarding his common law and contractual continuing duties as a Metron shareholder/member and disregarding the additional terms set forth in the Separation Agreement, on September 24, 2015, Thomas fraudulently executed a "Patent, Trademark and Supply Agreement" with SOZO Global, Inc. ("SOZO"). Thomas executed the Agreement on behalf of Metron, selected terms and pricing for Metron, and acted without Metron's knowledge, consent, authorization or authority.

22. Thomas' actions jeopardize Metron's relations with the industry and jeopardize the company as a whole.

23. Furthermore, Metron discovered that prior to the Separation Agreement and without authority, Thomas transferred \$3,000 from Metron's bank account to his own account allegedly to cover expenses for which receipts were never produced relating to a trip Thomas took to Japan with his wife. (Exhibit 6).

24. Thomas' contractual violations and breaches of his duties to Metron are reckless, continuing, and must be stopped before further damage is caused.

**Thomas' Public Representations, Misrepresentations And Misstatements
Were Made Without Metron's Consent, Violate the Operating Agreement,
Breach Confidentiality, Violate His Duties to Metron, AND ARE CONTINUING**

25. In an Interview with Bob Prichard's on his LA radio show on August 4, 2015, Thomas made numerous statements about Metron, about his background, the product, the science, the FDA, the Department of Energy, and the government that were not true, were not approved by Metron, and that only damage Metron's reputation and business relations. See, <http://www.voiceamerica.com/episode/86909/google-translate-takes-on-the-world> at Minute 14 – 50 of the recorded program.

As an example, Thomas stated at minutes 33-36 of the program:

“...you have a lot of resistance from the FDA because they don't want a lot of natural products to compete with the industry that funds them...”

“I have the Department of Energy in my back pocket.”

“...the FDA and the government figured out how to milk money to pay for healthcare costs and fund some of the things they love to blow money on...”

26. Furthermore, at the time of the aforementioned radio show mentioned in Paragraph 25, Thomas was 38-years-old and has never received a degree in any scientific field,

yet he permitted publication both in writing and in discussion during the show (without correction), that he “is an environmental toxicology and systemic detoxification expert.” “With 38 years of experience around animal and human medicine and 10 years working specifically with environmental toxicology, detoxification and wellness; Clayton is a recognized expert in his field.”

27. Thomas and PHS’s violations of their obligations to keep Metron’s proprietary business information confidential, Thomas’ violation of the Operating Agreement, violations of contracts with Metron, public misrepresentations as to Thomas’ experience and background, and product related misstatements without Metron’s authorization require immediate protection for Metron.

28. On another radio show, on or about August 1, 2015, Thomas also made inaccurate allegations and statements on Mike Adams radio show, Health Ranger Report. *See*, <http://healthrangerreport.com/zeolites-detox-and-heavy-metals-an-interview-with-clayton-thomas>

29. Metron requires protection from Thomas and PHS, as these interviews remain online, and further, Thomas is discussing Metron’s confidential product, processes, technology, discussing its effect on the human body, and Thomas should be enjoined to cease such activities involving zeolites.

**Thomas’ Seeks To Profit on Product Stolen From Metron And
CONTINUES to Make Public Representations, Misrepresentations And Misstatements**

30. PHS is believed to be operational.

31. Thomas currently has a website published, www.hcfdetox.com, without Metron’s consent or authorization, and the website makes product statements not approved by Metron and the website is used to sell re-labeled CytoDetox and/or other zeolite products from other source(s).

32. Thomas' website, www.hcfdetox.com publishes trade secrets and internal information secured from Metron without consent, authority, or authorization from Metron and in violation of Thomas' contracts with and duties to Metron. This website also claims to sell product.

33. How could Thomas possess Metron product? Before alerting Metron to PHS's existence and again without Metron's knowledge or consent, on July 9, 2015, Thomas emailed Metron's packaging company and ordered that they ship all of Metron's remaining stock of CytoDetox to one of Thomas' residential addresses, an apartment in Tacoma, Washington. (July 9, 2015 email attached as Exhibit 8).

34. Metron did not authorize and would never authorize such product to be shipped to an unlicensed, unsecured, residential location.

35. As a result of Thomas' unauthorized misrepresentation, the product was shipped and Thomas stole 2,616 bottles of CytoDetox from Metron's stock. Despite demands to return the product, Thomas has not complied.

36. Thomas clearly has product, as he presently has an active website page on GoFundMe.com seeking *donations* to **"Help Flint Kids Remove Toxic Lead."** Through donations on this website (oddly, \$80 for two bottles to Flint, MI and one bottle to the charitable individual; or \$25/bottle), Thomas is apparently planning to sell Metron's product to children who have ingested lead in Flint, Michigan. (Exhibit 8). See also, <https://www.gofundme.com/tbktrs5u>.

37. Thomas also publishes on GoFundMe.com product information without the consent, authority, or authorization from Metron and in violation of Thomas' contracts with and duties to Metron.

38. So as to re-label the stolen product and/or further compete with Metron, in September of 2015, Thomas and PHS sought new labels from Alphagraphics, the Cleveland based print company that created Metron's labels for CytoDetox. Thomas sent the email on his PHS letterhead, requested that Alphagraphics copy a label used for one of Metron's distributors, change the product name on the label to "Vitality", and he requested that the label indicate it was manufactured for PHS. (Exhibit 9).

39. The unapproved and damaging communication continues, as again, without consent or authorization from Metron, Thomas is scheduled to present as a speaker at California Jam on **March 18-20, 2016**. See, <http://californiajam.org/speaker/clayton-thomas/>. The same art-deco self-portrait contained on his Flint, Michigan GoFundMe site was sourced from his copyrighted speaker profile page from the California Jam website.

40. To attract guests to Cal Jam, Clayton Thomas' completed a Podcast, posted to YouTube on February 1, 2015 at <https://www.youtube.com/watch?v=MkESZj6RxTg>.

41. Thomas must be prevented from engaging with what is likely his largest audience to date at Cal Jam, and he and PHS must be enjoined from all such damaging activities that are in violation of the agreements, contracts, and duties to Metron.

**Materially Breaching His Contracts, Agreements, and Duties With And To Metron,
Thomas And PHS Engage In Fraudulent, Grossly Negligent, And Reckless Activities**

42. Proximal to the time period when Thomas stole 2,616 bottles of Metron's product stock, executed the Separation Agreement with Metron, and hired Alphagraphics to copy

Metron's labels, Thomas pursued Metron customers, shareholders, and even attorneys in a manner to directly interfere with Metron's business.

43. On September 5, 2015, Thomas contacted a Metron investor, Larry Hopfenspirger, and sought his backing and support to "knock off" Metron's patent so as to manufacture a similar product through "either Saudi Arabia or Livermore Labs." (Exhibit 10).

44. On October 13, 2015, Thomas surreptitiously contacted Metron's Intellectual Property Attorneys, stated that he was calling from Metron, and attempted to secure information regarding Dr. Tsirikos-Karapanos' patents.

COUNT ONE:
BREACH OF FIDUCIARY DUTY

45. Metron incorporates by reference Paragraphs 1-44 above as if re-written fully herein and further states that Thomas breached his fiduciary duty to Metron.

46. As a shareholder of Metron, Defendant owes a fiduciary duty to Metron and its other shareholders.

47. Thomas is obligated under his Agreements with Metron and under Ohio law to act in the best interests of Metron and its shareholders.

48. Thomas failed to act in good faith and breached his duty by, but not limited to, numerous violations of the express terms of Operating Agreement, by assisting and/or engaging in competitive and/or adversarial business ventures, by violating his separation agreement, by violating his confidentiality agreement, by violating his non-compete and non-solicitation agreement, by misappropriating funds, by forging or fabricating contracts, by misrepresenting his position with Metron, by exceeding the scope of his authority with Metron, by taking funds without consent from Metron's accounts, by misrepresenting and continuing to misrepresent

Metron's product publically and without authority, by disparaging Dr. Tsirikos-Karapanos and Metron to customers, shareholders, and/or investors, by stealing product, and by interfering with business relations.

49. As a direct and proximate consequence of Thomas' breach of his fiduciary duty, Metron has been and continues to be damaged in an amount to be proven at trial, but which is in no event less than Twenty-five Thousand Dollars (\$25,000.00).

50. Thomas' breach of his fiduciary duty was and remains willful, malicious, and done in conscious disregard of Metron's rights, entitling Metron to punitive damages and to Thomas' forfeiture of all remaining interests in Metron.

COUNT TWO
BREACH OF THE DUTIES OF LOYALTY AND CARE

51. Metron incorporates the allegations contained in paragraphs 1 through 50 as if fully rewritten herein and further states that Thomas breached his duty of loyalty to Metron.

52. Thomas, as a member of Metron and former Chief Marketing Officer, owed Metron a duty of loyalty to act at all times in a manner consistent with the best interests of Metron.

53. Thomas breached his duty by, but not limited to, stealing product and money, executing contracts without authorization, cooperating with competition, misrepresenting products, directly competing with Metron while having a membership interest in Metron, for engaging in communications and actions that are disparaging and detrimental to Metron, its shareholders, and investors, opening a competitive venture, and as a result of the additional breaches set forth above.

55. As a direct and proximate consequence of Thomas' breach of the duty of loyalty, Metron has been and continues to be damaged in an amount to be proven at trial, but which is in no event less than Twenty-five Thousand Dollars (\$25,000.00).

56. Thomas' breach of the duty of loyalty was willful, malicious, and done in conscious disregard of Metron's rights, entitling Metron to punitive damages and to Thomas' forfeiture of all remaining interests in Metron.

COUNT THREE:
BREACH OF CONTRACT

57. Plaintiff incorporates by reference Paragraphs 1-56 above as if re-written fully herein as if fully rewritten herein and further states that Thomas and PHS breached their contracts with Metron.

58. Metron and Thomas entered an Operating Agreements on October 23, 2014 and an Amended Operating Agreement on September 25, 2015. *See, Exhibit 3.*

59. Metron and Thomas entered into a Non-Solicitation, Confidentiality and Non-Compete Agreement on October 14, 2014.

60. Metron and Thomas entered into a Separation Agreement on August 25, 2015. *See, Exhibit 1.*

61. Metron, Thomas, individually, and PHS entered into a Mutual Confidentiality Agreement on August 31, 2015. *See, Exhibit 2.*

62. Thomas and PHS breached its contracts with Metron as a result of actions set forth above and herein, including but not limited to, stealing product and money, executing contracts without authorization, cooperating with competition, misrepresenting products, and directly competing with Metron while having a membership interest in Metron, engaging in communications and actions that are detrimental to Metron in violation of the contractual requirements, engaging in a competitive venture, using confidential and proprietary information from Metron to further other business ventures.

63. As a direct and proximate result of Defendants' breaches of contract, Plaintiff has suffered, and continues to suffer, damages in an amount to be proven at trial.

**COUNT FOUR:
CONVERSION AND/OR CIVIL THEFT PER R.C. 2307.61**

64. Plaintiff incorporates by reference Paragraphs 1-63 above as if fully written herein, and further states that Thomas converted and/or engaged in civil theft when he stole 2,616 bottles of Metron's stock products, valued at approximately \$39,240.00.

65. Thomas acquired Metron's stock of 2,616 bottles of CytoDetox improperly, by having the packaging company direct ship all remaining stock to a residential address Thomas designated without the knowledge or consent of Metron.

66. Despite a lawful request, Defendant refused to return the stolen product and Metron is not whole.

67. Thomas, individually, and possibly in concert with PHS, have interfered with Metron's right of possession in the product, and as a result of the shipment/questionable chain of custody have destroyed the product's value. The product must be returned for disposal and Thomas and PHS must pay the full value.

68. Thomas individually, and/or as President of PHS, intentionally instructed the packaging company to ship the product to a location never approved by Metron.

69. As a result of the shipment from the packaging company to Thomas' designated location, Thomas interfered with Metron's right of possession and ability to sell this product.

70. On information and belief, Thomas and PHS continue to wrongfully exercise dominion over the product or have sold it.

71. As a direct and proximate result of Defendants' wrongful refusal to return the product and pay full value for the product, Metron suffered financial injuries and damages and Thomas and PHS had product test and/or use in furtherance of competing with Metron.

COUNT FIVE
UNIFORM TRADE SECRETS ACT VIOLATIONS:
MISAPPROPRIATION AND IMPROPER MEANS

72. Plaintiff incorporates by reference Paragraphs 1-71 above as if fully written herein, and further states that Thomas and PHS committed Uniform Trade Secrets Act Violations related to offenses including but not limited to Thomas' violation of his duties in the Operating Agreement with Metron, Thomas and PHS's violation of confidentiality agreements with Metron, Thomas' misrepresentation of his involvement in PHS, fabrication / forgery of the agreement with SOZO, fabrication / forgery of the agreement with Eric Pike with PHS, as a result of communication with competition, disclosure of confidential information, publication of confidential internal information, income generation on GoFundMe.com allegedly for Flint, MI children exposed to lead, recent and upcoming speaking engagements and any related contracts or compensation, for stealing and upon information and believe using the 2,616 bottles of Metron's misappropriated stock of product, misusing his knowledge of and relationship with Alphagraphics to copy a product label Metron previously created, by continuing to misrepresent his role with Metron to his own betterment and Metron's detriment, and by his scheduled speaking event at Cal Jam on March 18-20, 2016.

73. In his capacity as a member of Metron and formerly as Chief Marketing Officer, Thomas had access to Metron's confidential and proprietary client and business information ("trade secret information").

74. Metron and its President, Dr. Tsirikos-Karapanos, exerted considerable time, expense and effort to discover, develop, and assemble the trade secret information that, on information and belief, is being misused to benefit Thomas and PHS.

75. The trade secret information is not generally available to Metron's competitors and it is patent pending. This information constitutes trade secrets under Ohio law because:

(a) It derives independent economic value, actual or potential, from not being generally known to other persons who could otherwise obtain economic value from its disclosure or use; and,

(b) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

76. Thomas was well aware of the confidential and proprietary nature of Metron's trade secret information and of his duty not to use Metron's trade secrets for his own benefit or for the benefit of PHS or any other person or entity.

77. Thomas willfully, wrongfully, and maliciously misappropriated Metron's trade secret information in violation of the law, by removing Metron's trade secret information from Metron's offices, and, upon information and belief, by publishing and using the trade secret information to compete with and/or harm Metron.

78. Metron has suffered and will continue to suffer irreparable harm unless Thomas and PHS are enjoined from continuing to benefit from any unlawful misappropriation of Metron's secret information.

COUNT SIX:
FRAUD IN THE INDUCEMENT

79. Plaintiff incorporate by reference Paragraphs 1-78 above as if re-written fully herein.

80. Upon information and belief, Thomas fraudulently misrepresented his education, experience, contacts, connections and sales abilities to secure his initial shares of Metron.

81. Thomas misrepresented his involvement with PHS prior to securing agreement from Metron on the Separation Agreement, attached as Exhibit 1.

82. The representations made by Thomas were false in that he does not possessed the represented experience, skills, expertise, education, connections, or background sufficient to justify becoming an equal partner under the original Operating Agreement with Metron President, Dr. Tsirikos-Karapanos.

83. Thomas knowingly made false representations to Plaintiff with the intent to defraud and deceive, and with intent to induce Metron to place an inordinate value on him.

84. Metron President, Dr. Tsirikos-Karapanos was unaware of the falsity of Defendant's representations and reasonably believed his representations were, in fact, true, thereby resulting in Thomas' receipt of shares in Metron. But for Thomas' misrepresentations, Thomas would not have entered into the Operating Agreement with Defendant.

85. Reliance upon Thomas' representations was justified based on Defendant's representations.

86. As a direct and proximate result of Defendant's intentional fraud and deceit, Metron's owners and shareholders were induced to sign the Operating Agreement providing Thomas with benefit to Plaintiff's detriment.

87. Defendant's actions were wanton, willful, malicious and done with conscious disregard of Plaintiff's rights.

88. As a direct and proximate result of Thomas' fraud, Metron has suffered, and will continue to suffer, immediate and irreparable injury. At present, the precise scope, nature and amount of such injury is impossible to ascertain or quantify.

89. As a result of Thomas' actions, Metron has suffered and will continue to suffer irreparable harm and other damages.

90. Metron is also entitled to an award of compensatory damages against Thomas in an amount to be determined at trial. In addition, Thomas' actions were willful, malicious, and done with spite and ill will, thereby entitling Metron to punitive damages, and Thomas' remaining interest in Metron should be forfeited.

COUNT SEVEN:
TORTIOUS INTERFERENCE WITH CONTRACT AND BUSINESS RELATIONS

91. Plaintiff incorporates by reference Paragraphs 1-90 above as if re-written fully herein and further asserts that Thomas and PHS have tortuously interfered with Metron's contracts and business relations.

92. The Operating Agreement between Plaintiff and Thomas set duties and obligations that upon information and belief Thomas flagrantly violated by engaging in side-deals with adverse parties, side-deals with Metron competitors, maliciously and erroneously advising interfering with existing contracts and business relations by telling customers that Metron cannot fulfill orders placed, pursuing ways to "knock off" Metron's patent pending product, and seeking to entice Metron investors to abandon Metron based upon further misrepresentations.

93. Thomas and PHS's aforementioned acts, individually and/or collectively, were performed without the privilege to do so and they induced or purposely caused third persons to not perform in contract.

94. Thomas and PHS intentionally and improperly interfered with its contractual relations with another and/or intentionally and improperly interfered with the Metron's prospective contractual or business relations by inducing or otherwise causing a third person not to enter into or continue the prospective relation, or preventing Metron from acquiring or continuing the prospective relation.

95. Defendants' actions were wanton, willful, malicious and done with conscious disregard of Plaintiff's rights.

96. As a direct and proximate result of the Defendant's tortious interference, Plaintiff has suffered, and continues to suffer, damages, and further, Thomas' remaining interest in Metron should be forfeited. At present, the precise scope, nature and amount of such injury is impossible to ascertain or quantify.

97. As a result of Thomas' actions, Metron has suffered and will continue to suffer irreparable harm and other damages.

98. Metron is also entitled to an award of compensatory damages against Thomas in an amount to be determined at trial. In addition, Thomas' actions were willful, malicious, and done with spite and ill will, thereby entitling Metron to punitive damages, and Thomas' remaining interest in Metron should be forfeited.

COUNT EIGHT
UNJUST ENRICHMENT/QUANTUM MERUIT

99. Metron incorporates by reference Paragraphs 1-98 above as if re-written fully herein and further asserts that Thomas and PHS have been unjustly enriched by their unlawful possession and use of Metron's property, including the 2,616 bottles of product, misuse of Plaintiff's trade secrets, confidential and proprietary information, and interference with Metron's business relationships.

100. As a direct and proximate result of Defendants' conduct, Metron has been damaged in an amount to be proven at trial.

COUNT NINE
DECLARATORY JUDGMENT

101. Plaintiff incorporates as if fully rewritten herein all the allegations, statements and averments set forth above.

102. There are actual controversies between Plaintiff on the one side and Defendants on the other regarding the parties' rights and legal obligations with respect to the Operating Agreement, Non-Compete, and Mutual Confidentiality Agreement.

103. The Operating Agreement prohibits Thomas from engaging in other business ventures utilizing zeolites or chemical solutions or formulas containing zeolites:

Other Business Ventures. No Member may engage in or possess an interest in other business ventures, independently or with others, that utilize zeolites, or chemical solutions or formulas including zeolites without first obtaining the prior written consent of each Member; provided, however, that nothing herein shall prohibit Member's from being an owner of not more than 5% of the outstanding stock of any class of a corporation which is publically traded.

See, Exhibit 3, p. 19, §14.14.

104. Thomas is engaged in other business ventures in violation of the Operating Agreement, and he is the President of PHS.

105. Thomas and PHS have engaged in violations including: online sales, distribution advertising, publication of information related to zeolites, and/or violation of confidentiality agreements and trade secrets, in violation of the Mutual Confidentiality Agreement, Amended and Restated Operating Agreement of Metron Nutraceuticals, LLC, and Non-Solicitation, Confidentiality and Non-Compete Agreement.

*See: <http://californiajam.org/speaker/clayton-thomas/>
<https://www.youtube.com/watch?v=MkESZj6RxTg>
<https://www.gofundme.com/tbktrs5u>, and www.hcfdetox.com
<http://www.voiceamerica.com/episode/86909/google-translate-takes-on-the-world>
Vitality label at Exhibit 10
See also, Exhibits 2 – 4.*

106. Accordingly, the Court should declare that Section 14.14 of the Operating Agreement requires Thomas to ease any and all involvement in PHS and any other venture that utilizes zeolites, or chemical solutions or formulas including zeolites.

107. The Court should also declare that pursuant to the Operating Agreement, Mutual Confidentiality Agreement including Thomas, PHS and Metron, and the Non-Solicitation, Confidentiality and Non-Compete Agreement, that Defendants must remove all information regarding zeolites from websites under their control, must cease any further communication regarding information learned from Metron as covered by the Mutual Confidentiality Agreement, and Thomas shall not present as a speaker at the California Jam conference in March 18-20 2016, or appear as part of any other venue, talk show, podcast, mailer, or website addressing zeolites.

WHEREFORE, pursuant to Rule 57 and 65 of the Ohio Rules of Civil Procedure, Plaintiff, Metron Nutraceuticals, LLC (“Metron”) requests that judgment be entered in its favor as follows:

- (A) Advance this matter on its calendar for a speedy hearing;
- (B) Issue an Order temporarily restraining Defendants involvement with selling, consulting, distributing, and publishing about zeolites, and pending the Court’s determination of Plaintiff’s right to have such Temporary Restraining Order converted to an Order granting said relief in the form of a preliminary and/or permanent injunction.
- (C) That this Court issue a temporary, preliminary and permanent injunction, enjoining and restraining Clayton Thomas (“Thomas”), Personalized Healthcare Solutions, LLC, (“PHS”), and any other person or entity acting in aid or concert with, or in participation with them, from directly or indirectly:
 - (1) Engaging in any activity that is competitive with Metron specifically as to zeolites following the date of this Court’s Order, including but not limited to restraining Defendants from manufacturing, producing, selling, distributing, or consulting with zeolite products;
 - (2) Engaging in or publishing any oral or written communication or information about zeolites, about Metron, or about Metron’s shareholders, employees, or customers as to zeolites following the date of this Court’s Order;

- (3) Soliciting or diverting (or attempting to solicit or divert) any person providing services to, or on behalf of, Metron, or influencing any such person or entity to no longer serve or engage in business with Metron following the date of this Court's Order;
 - (4) Soliciting or diverting (or attempting to solicit or divert) from Metron any work or business related to zeolites, including any client or customer (or potential client or customer) of Metron, on Thomas' own behalf or on behalf of any other entity that may employ, engage or be associated with him, following the date of this Court's Order;
 - (5) Manufacturing, producing, managing, operating, being connected with, employed by, selling goods to, or performing services, or on behalf of, any client or customer (or potential client or customer) of Metron, on Thomas' own behalf or on behalf of any entity that may employ, engage or be associated with him, following the date of this Court's Order;
 - 6) Interfering (or seeking to interfere) with the continuance of supplies to Metron (or the terms relating to such supplies) from any suppliers who supply goods or services to Metron, following the date of this Court's order.
- (D) Requiring Thomas, PHS, and anyone acting in concert or participation with them, to refrain from using any trade secrets or confidential information obtained during Thomas' employment with Metron;
 - (E) Releasing Metron from any obligations to Thomas as a member of Metron.
 - (F) That Thomas' 15.999% ownership of Metron be forfeited to Metron's remaining members.
 - (G) That Metron be awarded compensatory damages against Thomas and PHS in an amount, not exactly ascertainable at this time, in excess of \$25,000;
 - (H) That Metron be awarded punitive damages against Thomas and PHS, by reason of Thomas and PHS's willful and malicious acts;
 - (I) That Metron be awarded reasonable attorneys' fees, costs, and expenses against Thomas and PHS, including pre- and post-judgment interest; and

- (J) That this Court order such other relief in Metron's favor as may be just and required under the circumstances of the case.

Respectfully submitted,



RYAN K. RUBIN (0077367)
BRADLEY J. BARMEN (0076515)
SARAH BENOIT (0086616)
LEWIS BRISBOIS BISGAAR & SMITH, LLP
1375 E. 9th Street, Suite 1600
Cleveland, OH 4114
Phone: (216) 344-9422
Facsimile: (216) 344-9421
Ryan.Rubin@lewisbrisbois.com
Brad.Barmen@lewisbrisbois.com
Sarah.Benoit@lewisbrisbois.com
Counsel for Plaintiff, Metron Nutraceuticals, LLC

JURY DEMAND

Plaintiff hereby demands a trial by jury by the maximum amount of jurors allowable on all issues in the Complaint so triable.

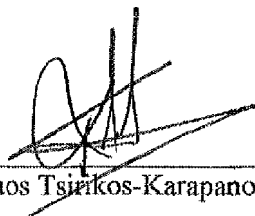


RYAN K. RUBIN (0077367)

VERIFICATION

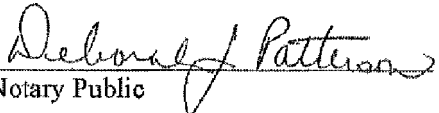
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Nikolaos Tsirikos-Karapanos, PharmD, MD, PhD, FETCS, President of Metron Nutraceuticals, LLC, having been duly sworn, states that he has read the forgoing Verified Complaint and that the allegations therein are, to the best of my knowledge and belief, true and accurate.

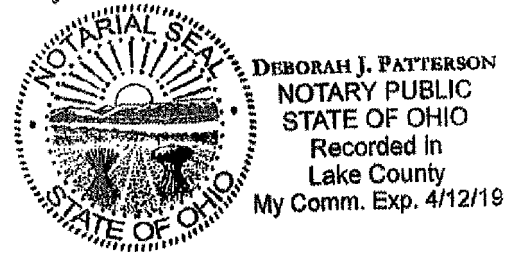


Nikolaos Tsirikos-Karapanos, PharmD, MD, PhD

SWORN TO BEFORE ME, and subscribed in my presence, this 22nd day, of February, 2016.



Notary Public



SEPARATION AGREEMENT

WHEREAS, Clayton Thomas and Metron Nutraceuticals, LLC ("Metron"), agree to resolve certain claims, disputes, and differences that have arisen in the business relationship between the parties.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Clayton Thomas resigns from Metron's Board of Directors, effective immediately, and resigns his employment at Metron including, but not limited to, his position of Chief Marketing Officer, effective immediately. Clayton Thomas agrees that he will not represent himself as having employment or a position with Metron to third parties and shall not make any promises on behalf of Metron to third parties, shall not represent that he has any authority to act on behalf of Metron to third parties and shall not contract with or otherwise bind Metron in any way to any third party. Clayton Thomas agrees that he will not use Metron business cards, Metron's email and will not use any email address that has the word Metron in any email address.

Clayton Thomas shall serve as an independent contractor for Metron, and will be issued an annual 1099 by Metron. As an independent contractor, Clayton will receive \$3,920.00 per month for the months of September, October, November and December 2015, \$3,700.00 per month for the months of January and February 2016 and \$1,700.00 per month thereafter as an independent contractor. Clayton Thomas shall be reimbursed for travel expenses subject to prior approval by Metron. Clayton Thomas agrees to relinquish his current membership interest in Metron from 44.5% to 15% and will execute a new Metron Operating Agreement reflecting his new membership interest and which will not list him as a member of the Board of Directors in Metron. Metron agrees to negotiate with Clayton Thomas and his distribution networks to enter into distribution agreements for Metron's products.

The undersigned Parties acknowledge that they have carefully read this Agreement and all of its terms and that they are fully satisfied, that they have had adequate time to review and consider this Agreement and that they have entered into this Agreement voluntarily and of their own free will, and that they have authority to sign this Agreement and agree to the provisions contained herein. All Parties also acknowledge that they have had adequate time to investigate the matters resolved by this Agreement, and acknowledge that in entering this Agreement, they are not relying on any representation, factual matter, promise, or commitment except as expressly set forth in this Agreement. Ohio law governs this agreement and jurisdiction shall lie exclusively in the Cuyahoga County Court of Common Pleas.

SIGNATURE PAGE FOLLOWS

Page 1 of 2

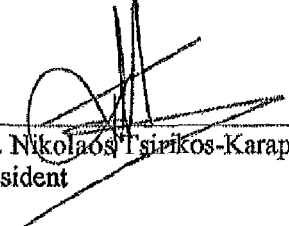
NTK
✍



Signed in the presence of:

METRON NUTRACEUTICALS, LLC

Karen E Thomas
4600 Euclid Ave #400
Cleveland Oh 44103


By: Dr. Nikolaos Tsirikos-Karapanos
Its: President

STATE OF OHIO
COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above named Dr. Nikolaos Tsirikos-Karapanos, as President of Metron Nutraceuticals, LLC who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 25th day of August, 2015.


NOTARY PUBLIC

Signed in the presence of:

CLAYTON R THOMAS

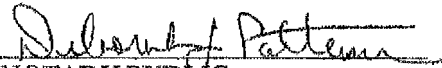
Karen E Thomas
4600 Euclid Ave #400
Cleveland Oh 44103



STATE OF OHIO
COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above named Clayton Thomas who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 25th day of August, 2015.


NOTARY PUBLIC

Page 2 of 2



DEBORAH J. PATTERSON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lake County
My Comm. Exp. 4/12/19

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement, entered into as of 31st day of August 2015 between METRON NUTRACEUTICALS, LLC, an Ohio Limited Liability Company, 4600 Euclid Avenue, Suite 401, Cleveland, OH, 44103, USA (hereinafter referred to as "Metron") and Clayton R Thomas, Individually, and Personalized Healthcare Solutions, LLC, 209 10th Avenue S Nashville, TN, 37203, sets forth the terms and conditions by which each party agrees to disclose certain of its Confidential Information to the other party for the sole purpose of evaluating the possibility of future business relationships between the parties (hereinafter referred to as "The Evaluation".)

WHEREAS, each party is interested in possible business opportunities and,

WHEREAS, in the course of The Evaluation, each party may be given access to the other party's confidential information;

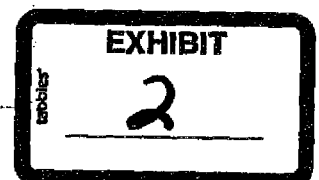
NOW THEREFORE, in consideration of the promises, the parties agree as follows:

EACH PARTY AGREES THAT THIS AGREEMENT SUPPLEMENTS AND IS INCLUSIVE OF THE EXISTING CONFIDENTIALITY AGREEMENTS, WHETHER CONTAINED IN A CONTRACT OR SEPARATE SECURITY DIRECTIVE, EXECUTED BETWEEN THE PARTIES AND THIS AGREEMENT IN NO WAY SUPPLANTS THE PRIOR AGREEMENTS.

(1) **Confidential Information.** "Confidential Information" includes any and all information, whether oral, written, machine readable, in a physical embodiment or otherwise which is disclosed for the purpose of The Evaluation. It also includes but is not limited to, all information or materials prepared in connection with work performed under this or any related subsequent agreement and includes, without limitation, all of the following: work site information, the Parties' client roster information, financial statements, financial data, business plans, techniques, models, data, source code, object code, documentation, diagrams, flow charts, processes, procedures, "know-how", development or marketing techniques and materials, development or marketing timetables, strategies and development plans, including trade names, trademarks, customer, supplier, agent or person names and other information related to customers, suppliers, or agents, pricing policies and financial information, data and information relating to existing or former employees, agency, and contract personnel or applicants, and other information of a similar nature, whether or not reduced to writing or other tangible form, any other trade secrets or nonpublic business information and any information which is marked as confidential by a party or, if disclosed orally or visually, is identified as confidential at the time of disclosure and followed by a written notice of confidentiality. In addition to the above, any information provided by Metron which references any Metron product and any Metron product related process including but not limited to process involving water-soluble hydrolyzed clinoptilolite fragments and any nutraceutical products based on water-soluble hydrolyzed clinoptilolite fragments shall always be considered "Confidential Information".

(2) **Use of Confidential Information.** Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Access to the Confidential Information shall be

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restricted to those of each parties' personnel engaged in use required by The Evaluation. Such personnel shall be advised of the confidential nature of the material received and shall be required to observe the provisions of confidentiality set forth herein.

(3) No Copies. The Confidential Information may not be copied or reproduced without the disclosing party's prior written consent.

(4) Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of discussions between the parties or (b) request by the disclosing party.

(5) Exceptions. Nothing in this Confidentiality Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies), (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Confidentiality Agreement.

(6) Judicial Proceeding. In the event either party receives a subpoena or other valid administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt, so that such other party may seek a protective order or other appropriate remedy. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.

(7) No Transfer or Warranty. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the disclosing party warrants that it has the authority to make the disclosures contemplated hereunder.

(8) Relief. The parties agree that remedies at law will be inadequate to protect against actual or threatened breach of this Agreement; and each party agrees in advance to the granting of injunctive relief in favor of the other without proof of actual damages in addition to any other rights and remedies available to it.

(9) Term. This Agreement for the purposes of disclosure of Confidential Information shall remain in full force and effect, unless sooner terminated by mutual agreement, for a period of three (3) years from the effective date of this agreement. However, the confidentiality of the information disclosed hereunder, and the knowledge gained as a result of the review thereof, shall survive the term of this agreement, and shall be maintained in confidence for a period of five (5) years.

(10) No Commitment. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.

(11) No Assignment This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

(12) Construction If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.


(13) Headings The headings to the various sections are supplied solely for reference and are not to be construed in any way in interpretation of the substantive provisions of this Agreement.

(14) Authority The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to make this Agreement on behalf of their company.

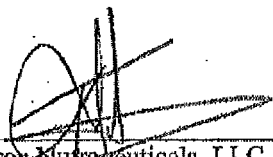
(15) Entire Understanding; Modification; Jurisdiction Except as provided in paragraph one above this Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral communications, agreements and understandings relating thereto between the immediate parties herein. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement will be construed in accordance with and governed by the laws of the State of Ohio and jurisdiction shall lie with the Cuyahoga County Court of Common Pleas.

By: 
Personalized Healthcare Solutions, LLC
Clayton R Thomas, as President

Date: 8/31/2015

By: 
Clayton R Thomas, Individually

Date: 8/31/2015

By: 
Metron Nutraceuticals, LLC
Dr. Nikolaos Tsirikos-Karapanos, as President

Date: 8/31/2015

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
METRON NUTRACEUTICALS, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT, is made as of the 25th day of September, 2015, by and among Metron Nutraceuticals, LLC, an Ohio limited liability company (the "Company"), and the individuals and entities set forth on Schedule A hereto, as the same may be amended from time to time (collectively, the "Members" and, individually, a "Member").

RECITALS

A. The Company was formed on October 9, 2014 and is governed by an Operating Agreement dated October 23, 2014 (the "Initial Operating Agreement").

B. The Members desire to amend and restate the Initial Operating Agreement in its entirety.

C. The undersigned Members constitute all of the current "members" of the Company within the meaning of Ohio Revised Code 1705.01(G).

D. This Agreement constitutes an operating agreement, as defined in Ohio Revised Code 1705.01(J), and is entered into for the purpose of controlling and planning (i) the business and administration of the affairs of the Company; (ii) the continuity of ownership of membership interests in the Company; and (iii) the other matters hereinafter provided.

E. The Board of Managers of the Company has unanimously adopted a resolution approving this Agreement, determining that it is in the best interest of the Company and its Members and authorizing the President of the Company to execute this Agreement and to do all acts and things necessary or advisable to carry out its terms.

NOW, THEREFORE, in consideration of the foregoing and the agreements and undertakings contained in this Agreement, the Members and the Company agree as follows:

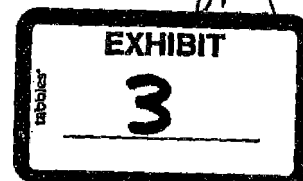
**ARTICLE I
DEFINITIONS**

1.1 Definitions. In addition to the abbreviations and terms otherwise defined in the text of this Agreement, the following capitalized terms used herein shall have the meanings set forth below:

"Act" means Chapter 1705 of the Ohio Revised Code and any successor statute, as amended from time to time.

"Affiliate" Person directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Person.

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"Board" or "Board of Managers" means the Board of Managers of the Company.

"Capital Account" means the account of a Member which is established and maintained in accordance with the provisions of Section 7.1 hereof.

"Capital Contribution" means the total amount of cash and/or the fair market value, accorded by the Board of Managers, to property or services contributed or agreed to be contributed by a Member with respect to his Units.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor thereto.

"Covered Person" means a Member, a Manager, an Officer, any Affiliate of a Member or a Manager, any shareholders, members, partners, employees, directors, officers, representatives or agents of a Member or a Manager or their respective Affiliates, or any employee or agent of the Company or its Affiliates.

"Financial Rights" means those rights associated with a Unit to share in Net Income and Net Losses and distributions with respect to Units.

"Governance Rights" means all rights associated with a Unit other than Financial Rights, including, without limitation, rights to vote, receive notices and attend meetings of Members.

"Member" or "member" means a person reflected in the Required Records (as defined in Section 13.1) of the Company as the owner of one or more Units of the Company who has signed this Agreement or agreed to be bound by the terms hereof.

"Net Income and Net Loss" mean the aggregate income or loss of the Company, determined as of the close of the Company's fiscal year, including each item of income, gain, loss, credit, or deduction required to be separately stated for each Member pursuant to Code § 702(a).

"Partner Nonrecourse Debt" shall have the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

"Partner Nonrecourse Debt Minimum Gain" shall have the meaning set forth in Section 1.704-2(i)(5) of the Regulations.

"Percentage Interest" means, with respect to any Member, that percentage which such Member's Units constitutes of the aggregate of all Units outstanding at the time the Percentage Interest is determined, initially as set forth on Schedule A.

"Regulations" mean the Treasury Regulations (final and temporary) promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Transfer" means the mortgage, pledge, hypothecation, transfer, sale, exchange, assignment or any other disposition of any part or all of a Member's Units, whether voluntarily or involuntarily, by operation of law or otherwise.

"Unit" means the units into which the Members' membership interests in the Company are divided and shall, unless otherwise determined by the Members in accordance with the terms of this Agreement, consist of one class of common membership interests.

ARTICLE 2 CONTRIBUTIONS AND UNITS

2.1 Members. The parties agree that Schedule A accurately reflects the Percentage Interests of the Members in the Company as of the date hereof. The Board shall amend Schedule A from time to time to reflect the transfer of any Units pursuant to Article 9, the admission of any substitute members or additional members, or the termination of any Member's interest in the Company. The Required Records shall be modified to reflect any changes in the ownership of Units.

2.2 Terms of Units; Percentage Interests. Except as provided in this Agreement, each Unit shall be equal in all respects, and the Members' respective Governance Rights and Financial Rights will be in proportion to their Percentage Interests set forth on Schedule A, as amended from time to time.

2.3 No Withdrawal or Return of Capital Contributions. Except as provided in this Agreement, a Member shall not be entitled to withdraw or demand the return of any part or all of his or its Capital Contribution or to receive any distribution from the Company.

2.4 Additional Capital Contributions. No Member shall be required to make any capital contribution to the Company other than as provided in this Section 2.4. If the Board of Managers determines that additional capital is necessary to the successful operation of the Company, the Manager shall so notify each Member (stating the aggregate amount of additional capital required), and each Member thereafter shall make an additional capital contribution to the Company in a proportionate amount equal to their Percentage Interest multiplied by the additional capital so required. If any Member fails to make a required additional capital contribution in the full amount required the other Member(s) may contribute such amount to the Company as a capital contribution.

2.5 No Interest on Capital Contributions. No interest will be paid to any Member on any part of such Member's Capital Contribution.

2.6 Access to Books and Records. Members shall have access to the books and records of the Company as provided in the Act.

2.7 Loans and Other Business Transactions. Members may transact business with the Company and, in doing so, they shall have the same rights and be subject to the same obligations arising out of any such business transaction as would be enjoyed by and imposed upon any person, not a Member, engaged in a similar business transaction with the Company. In

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particular, any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

2.8 Preemptive Rights. If the Company decides to issue or sell (i) any membership interests or Units of the Company; (ii) any options or warrants for, or securities convertible into Units of the Company; and (iii) any other rights to subscribe for or to purchase membership interests or Units of the Company ("Additional Securities") to any Person, the Company shall first offer such Additional Securities to the Members, pro rata to the Members' percentage ownership of Units in the Company, upon identical terms and conditions. Such offer shall be made by written notice given to the Members specifying therein the amount of the Additional Securities being offered, the purchase price, or interest rate in the case of a loan, and other terms of such offer (the "Preemptive Right Notice"). The Members shall have a period of thirty (30) days from and after the date of such Preemptive Right Notice (the "Preemptive Right Period") within which to accept such offer in whole or in part. If the Members elects to accept such offer in whole or in part, the Members shall so accept by written notice to the Company given within the Preemptive Right Period. If a Member fails to give written notice to the Company within the Preemptive Right Period, the Member shall be deemed to have declined such offer. The closing with respect to any Additional Securities to be purchased by the Members shall be held within thirty (30) days following the expiration of the Preemptive Right Period or on such other date as the Company and such Member(s) shall agree. If any Additional Securities that are Units are being offered by the Company for payment in any form other than cash, the Members may pay the purchase price in cash equivalent to the fair market value of the non-cash consideration offered as determined by the Board in good faith on a per-Unit basis.

ARTICLE 3 OFFICES

The address of the registered office of the limited liability company (the "Company") shall be designated in the Certificate of Formation, as amended from time to time. The principal executive office of the Company shall initially be 4600 Euclid Avenue, Fourth Floor, Cleveland, OH 44103, and the Company may have offices at such other places as the members of the Board of the Company (the "Managers" or "managers") shall from time to time determine or the business of the Company requires.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Regular Meetings. Regular meetings of the members of the Company entitled to vote shall be held on an annual or other less frequent basis as shall be determined by the Board of Managers; provided, that if a regular meeting has not been held during the immediately preceding 15 months, members holding three percent (3%) or more of the voting power of all members entitled to vote may demand a regular meeting of members by written notice of demand given to the President of the Company. No meeting shall be considered a regular meeting unless specifically designated as such in the notice of meeting or unless all the members entitled to vote are present in person or by proxy and none of them objects to such designation.

Handwritten initials and signature:
SJS
[Signature]
CA

4.2 Special Meetings. Special meetings of the members entitled to vote may be called at any time by the President or a member or members holding five percent (5%) or more of the voting power of all members entitled to vote who shall demand a special meeting by giving written notice of demand to the President specifying the purposes of the meeting.

4.3 Meetings Held Upon Member Demand. Within 30 days after receipt by the President of a demand from any member or members entitled to call a regular or special meeting of members, the President shall cause such meeting to be called and held on notice no later than 90 days after receipt of such demand. If the President fails to cause such a meeting to be called and held, the member or members making the demand may call the meeting by giving notice as provided in Section 4.5 hereof at the expense of the Company.

4.4 Place of Meetings. Meetings of the members shall be held at the principal executive office of the Company or at such other place as is designated by the President, except that a regular meeting called by or at the demand of a member shall be held in the county where the principal executive office of the Company is located.

4.5 Notice of Meetings. Except as otherwise specified in Section 4.6 or required by law, a written notice setting out the place, date and hour of any regular or special meeting shall be given to each member entitled to vote not less than two days nor more than 60 days prior to the date of the meeting; provided, that notice of a meeting at which there is to be considered a proposal (i) to dispose of all, or substantially all, of the property and assets of the Company or (ii) to dissolve the Company shall be given to all members of record, whether or not entitled to vote; and provided further, that notice of a meeting at which there is to be considered a proposal to adopt a plan of merger or exchange shall be given to all members of record, whether or not entitled to vote, at least 14 days prior thereto. Notice of any special meeting shall state the purpose or purposes of the proposed meeting, and the business transacted at all special meetings shall be confined to the purposes stated in the notice.

4.6 Waiver of Notice. A member may waive notice of any meeting before, at or after the meeting, in writing, orally or by attendance. Attendance at a meeting by a member is a waiver of notice of that meeting unless the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not be lawfully considered at such meeting and does not participate in the consideration of the item at such meeting.

4.7 Quorum and Adjourned Meeting. The holders of a majority of the voting power of the members entitled to vote at a meeting, represented either in person or by proxy, shall constitute a quorum for the transaction of business at any regular or special meeting of members. If a quorum is present when a duly called or held meeting is convened, the members present may continue to transact business until adjournment, even though the withdrawal of a number of members originally present leaves less than the proportion or number otherwise required for a quorum. In case a quorum is not present at any meeting, those present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite number of members entitled to vote shall be represented. At such adjourned meeting at which the required voting power of members entitled to vote shall be represented, any business may be transacted which might have been transacted at the original meeting.

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4.8 Voting. At each meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy duly appointed by an instrument in writing subscribed by such member. Each member shall have the number of votes equal to his number of Units. Upon the demand of any member, the vote for managers or the vote upon any question before the meeting shall be by ballot. All elections shall be determined and all questions decided by a majority of the voting power of the Company represented at any meeting at which there is a quorum except in such cases as shall otherwise be required by statute or this Agreement.

4.9 Electronic Communications. Members may participate in meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at the meeting.

4.10 Consent of Members in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notification and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members.

ARTICLE 5 MANAGERS

5.1 Board. The business and affairs of the Company shall be managed under the direction of a board of managers (the "Board") consisting of not less than one (1) person or more than five (5) people. Each Member agrees to approve and vote for the election of the following individuals to the Board: one (1) individual nominated from time to time by Larry Hopfenspirger, or his successor in interest (the "Hopfenspirger Manager"). The Hopfenspirger Manager will have experience reasonably suited to the Company's business and will be approved by a majority of Borrower's board of managers, which approval will not be unreasonably withheld, conditioned, or delayed and which approval is deemed granted with respect to any of Larry Hopfenspirger, Charles Nickoloff, Dr. Elmer Salovich, and Ronald Zenk. All Managers not elected pursuant to the foregoing shall be elected by the vote of Members holding two-thirds of the Units. Until appointment of the Hopfenspirger Manager, the Board shall be composed of Nikolaos Tsirikos Karapanos, Jim Petropoulos, and Chrysoula Palavra. The Hopfenspirger Manager shall automatically be added to the Board on written notice of appointment by Larry Hopfenspirger.

5.2 Removals. The Hopfenspirger Manager may only be removed from the Board by Larry Hopfenspirger, or his successor in interest. The members of the Board shall be "managers" within the meaning of the Act, but need not be members.

5.3 Authority of the Board. The Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. The Board shall have the right to delegate powers and duties to manage and control the business and affairs of the Company to officers of the Company pursuant to Section 5.10 of this Agreement and upon the appointment of such officers, the individual members of the Board of Managers

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shall no longer be agents of the Company and shall have no authority to take action on behalf of the Company, except as provided in this Agreement through such individual's participation on the Board of Managers.

5.4 Meetings of the Board. A majority of the authorized number of Managers must be present to constitute a quorum at any meeting of the Board. Except as specifically provided to the contrary herein, the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present shall be required for any action by the Board. The Board may hold meetings either within or without the State of Ohio. Regular meetings of the Board may be held without notice at such times and at such places as shall from time to time be determined by the Board. Any Board member may call a meeting of the Board on not less than forty-eight hours' notice to each other Board member, either personally, by telephone, by mail, by telecopier, by telegram, or by any other means of communication reasonably calculated to give notice. Notice of a meeting need not be given to any Board member if a written waiver of notice, executed by such Board member before or after the meeting, is filed with the records of the meeting, or to any Board member who attends the meeting without protesting prior thereto or at its commencement, the lack of notice. A waiver of notice need not specify the purposes of the meeting.

5.5 Acts of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by all members of the Board. Without limiting the foregoing, the unanimous vote of all members of the Board then in office is required to approve (a) any loan to the Company by a Member or (b) the issuance or sale by the Company of Units, membership interests, equity interests or instruments convertible into Units, membership interests or equity interest, other than the Units and Warrants described on Schedule A hereto.

5.6 Electronic Communications. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at the meeting.

5.7 Compensation of Board Members. Board members who are not employees of the Company shall not be entitled to receive from the Company any fees for their service as Board members.

5.8 Resignation. Any Board member may resign at any time upon sixty (60) days' prior written notice to the Company. The acceptance of the resignation by the Company, the Members or the remaining Board members shall not be necessary to make it effective.

5.9 Expenses. The Company shall pay or reimburse all fees and expenses incurred by members of the Board related to the performance of their duties.

5.10 Appointment of Officers. The Board shall appoint one or more of a President and a Chief Financial Officer, who need not be Members. The Board may also appoint such other officers and assistant officers as it deems necessary or advisable. The Board shall fix the powers and duties of all officers. Any officer may be removed by the Board at any time; provided,

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however, that the President and the Chairperson of the Board may only be removed for good cause (as reasonably determined by the Board).

5.11 Duties of President. Unless provided otherwise by a resolution adopted by the Board or this Agreement, the President (a) shall have general active management responsibility for the business of the Company, (b) shall preside at meetings of the Board, (c) shall see that all orders and resolutions of the Board are carried into effect, (d) shall have authority to sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person, (e) may maintain records of and certify proceedings of the Board and Members, and (f) shall perform such other duties as may from time to time be prescribed by the Board.

5.12 Chairperson of the Board. The Board may elect a Chairperson of the Board who, if elected, shall preside at all meetings of the Members and of the Board. The Chairperson of the Board shall (a) coordinate on an annual basis the Board's performance review of the Officers; (b) lead the Board's periodic review of a succession plan for the President; (c) oversee the distribution and adequacy of information available to Managers to promote adequate and timely information flow; (d) establish Board meeting schedules and agendas; and (e) perform such other duties as may be prescribed by the Board from time to time.

5.13 Vice Presidents; Chief Financial Officer; Secretary. The Board may elect one or more individuals to serve as Chief Financial Officer, Secretary, and Vice President(s) of the Company. The Chief Financial Officer, Secretary and Vice President(s), if any, shall have such powers and perform such duties as the President or the Board may prescribe from time to time.

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each Covered Person from and against any and all Damages incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any Damages incurred by such Covered Person by reason of fraud, gross negligence, willful misconduct or material breach of any agreement with the Company with respect to such acts or omissions; provided, however, that any indemnity under this Article 6 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability or any obligation to make any Capital Contribution on account thereof. This indemnification shall be in addition to any other rights to which a Covered Person may be entitled under any agreement, vote of the Board, as a matter of law or equity, or otherwise, both as to an action in the Covered Person's capacity as a Covered Person, and as to an action in another capacity, and shall continue as to a Covered Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, legal representatives, successors, assigns and administrators of each Covered Person. The Board shall have the authority to cause the Company to purchase and maintain insurance as it deems advisable with respect to the indemnification of any Covered Person.

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ARTICLE 7
CAPITAL ACCOUNTS AND ALLOCATIONS

7.1 Capital Accounts.

(a) General. A separate Capital Account shall be maintained for each Member in accordance with the provisions of Section 704(b) of the Code and Regulations thereunder (or corresponding provisions of future law). The initial balances in the Capital Accounts shall be, for each Member, the initial capital contribution made by such Member as set forth on the books and records of the Company. Without limiting the generality of the first sentence of this Section 7.1(a), the Capital Account of each Member shall be increased by (a) the amount of any additional Capital Contribution such Member makes to the capital of the Company; (b) the share of Company Net Income allocated to such Member under the provisions of Section 7.3; and shall be decreased by (c) any distribution made by the Company to such Member pursuant to the provisions of Article 8; (d) the fair market value of any property distributed to such Member by the Company, net of liabilities attached to such property which the Member assumes or to which the property is subject; and (e) the share of Company Net Losses allocated to such Member under the provisions of Section 7.2.

(b) Board's Authority to Maintain Compliance. This Section 7.1 and the other provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with Section 704(b) of the Code and the Regulations thereunder (or corresponding provisions of future law) and the economic sharing of profits and losses of the Company contemplated hereunder by the Members. In the event the Board shall determine that it is prudent to modify the manner in which the Capital Accounts or any increase or decrease thereto are computed in order to comply with Section 704(b) and the Regulations thereunder, the Board may make such modifications, provided that such modifications are not likely to have a material effect on the amount distributable to any Member pursuant to Section 8.2 hereof upon liquidation of the Company.

7.2 Allocations of Net Losses. Except as otherwise provided in this Agreement, Net Losses shall be allocated to the Members in proportion to their Percentage Interests.

7.3 Allocations of Net Income. Except as set forth in Section 7.4(c) or as otherwise provided in this Agreement, Net Income shall be allocated to the Members in proportion to their Percentage Interests.

7.4 Allocation Limitations: Special or Regulatory Allocations. Notwithstanding anything contained elsewhere in this Article 7 to the contrary, the allocations set forth in Sections 7.1, 7.2 and 7.3 shall be subject to the following limitations, special allocations and contingent reallocations, which are intended to comply with the Regulations issued under § 704(b) of the Code and shall be so construed when applied.

(a) Minimum Gain Chargeback. "Partnership Minimum Gain" within the meaning of Regulations §§ 1.704-2(b)(2) and 1.704-2(d) means an amount of gain that

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would be realized by the Company on the disposition of the Company's property subject to nonrecourse indebtedness, equal to the amount by which such nonrecourse indebtedness exceeds the adjusted tax basis (or book value, if the property has been properly entered on the books of the Company at a value different from its then adjusted tax basis) of such property. If, for any Company fiscal year, there is a net decrease in Partnership Minimum Gain, each Member shall be allocated items of Net Income in accordance with Regulations § 1.704-2(f)(1) (a "Minimum Gain Chargeback") for such year (and, if necessary, for subsequent years) in an amount equal to such Member's share of such net decrease of Partnership Minimum Gain. For this purpose, the ordering rules set forth in Regulations §§ 1.704-2(f)(6) and 1.704-2(j)(2) shall be followed in the case of a Minimum Gain Chargeback and a Member's share of the net decrease in Partnership Minimum Gain shall be determined under Regulations § 1.704-2(g)(2). This Section 7.4(a) is intended to comply with Regulations § 1.704-2(f)(1) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in § 1.704-2(i)(4) of the Regulations, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt determined in accordance with § 1.704-2(i)(5) of the Regulations shall be specially allocated items of Net Income for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain determined in accordance with § 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with §§ 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 7.4(b) is intended to comply with the minimum gain chargeback requirement in § 1.704-2(i) of the Regulations and shall be interpreted consistently therewith.

(c) Limitation Upon Member's Loss Allocations. Net Losses shall not be allocated to a Member if the allocation would cause such Member to have a negative balance in his Capital Account in excess of the sum of (i) the amount such Member is obligated to restore to the Company under this Agreement, and (ii) the amount such Member is deemed to be obligated to restore to the Company pursuant to the penultimate sentences of Regulations § 1.704-2(g)(1) and 1.704-2(i)(5)). Prior to any subsequent allocation of Net Income under Section 7.3, Net Income will be allocated to those Members who were allocated Net Losses as a result of this Section 7.4(c) until such prior allocations of Net Losses are fully offset.

(d) Qualified Income Offset. In the event a deficit balance in a Member's Capital Account is caused or increased because a Member unexpectedly receives any adjustment, allocation or distribution described in Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then items of Net Income shall be specially allocated to such Member so as to eliminate, to the extent required by Regulations § 1.704-1(b)(2)(ii)(d), such deficit as quickly as possible. This Section 7.4(d) is intended, and shall be so construed, to provide

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a qualified income offset as that term is defined in § 1.704-1(b)(2)(ii)(d) of the Regulations.

(e) Member Nonrecourse Deductions. Any partner nonrecourse deductions as the term is defined in §§ 1.704-2(i)(1) and 1.704-2(l)(2) of the Regulations for any year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such partner nonrecourse deductions are attributable in accordance with Regulations § 1.704-2(f)(1).

(f) Nonrecourse Deductions. Nonrecourse deductions, within the meaning of Regulations § 1.704-2(b)(1), shall be specifically allocated to the Members in proportion to the allocation of Net Income and Net Losses set forth in Sections 7.2 and 7.3.

(g) Curative Allocations. Any allocation to a Member under Sections 7.4(a) through 7.4(f) (a "Regulatory Allocation") shall be taken into account in determining subsequent allocations, so that the net amount of Regulatory Allocations and all other items allocated under the provisions of this Article 7 shall, to the extent possible, be equal to the net amount that would have been allocated to such Member under the provisions of this Article 7 if no Regulatory Allocation had been made.

7.5 Tax Allocations. To the extent required by Code Section 704(c) and the Regulations thereunder, items of income, gain, loss, or deduction with respect to contributed properties shall, solely for tax purposes, be allocated among the Members in such manner as takes into account any variations between the bases of such properties to the Company upon contribution and the fair market values of such properties at the time of contribution.

7.6 Allocation Between Assignor and Assignee. In the case of the assignment of Units during any fiscal year (i) the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Unit transferred, and (ii) Net Income or Net Losses allocable to such transferred Unit with respect to such fiscal year shall be allocated between the assignor and the assignee in proportion to the number of days during such fiscal year that each was the owner of such Unit; provided, however, that the Board, in its sole discretion, may close the Company's books on an interim basis for purposes of allocating Net Income and Net Losses between the assignor and assignee.

ARTICLE 8 DISTRIBUTIONS

8.1 Nonliquidating Distributions. The Company shall distribute to its Members on a quarterly basis, in proportion to their respective Percentage Interests at the time of distribution, at least fifty percent (50%) of all net operating income plus depreciation. The amount and timing of all other distributions of cash or property from the Company's operations, other than in liquidation, shall be made solely at the discretion of the Board.

8.2 Distributions Upon Liquidation. The net proceeds resulting from the liquidation of the Company shall be applied and distributed in the following order of priority:

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(a) Company Debts and Liabilities. To the extent available, proceeds shall be applied to the payment of debts and liabilities of the Company, including all expenses of the Company incident to its liquidation and all loans and other obligations owed to Members.

(b) Reserves. To the extent available, proceeds shall be applied to the setting up of any reserves which the Board deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company for such period as deemed advisable for the purpose of disbursing such reserves in payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided.

(c) Balance. The balance of any proceeds shall be distributed among the Members in accordance with the positive balances in their Capital Accounts after taking into account all Capital Account adjustments for the Company fiscal year during which liquidation occurs. Any distribution made pursuant to this Section 8.2(c) shall be made by the end of such taxable year, or if in connection with a liquidation, within 90 days after the date of such liquidation.

8.3 No Deficit Make Up Obligation. Upon dissolution of the Company, no Member shall be obligated to restore to the capital of the Company any deficit balance in such Member's capital account.

ARTICLE 9 TRANSFER OF UNITS

9.1 Transfer Restrictions. No Member shall Transfer any portion of his or its Units except with the approval of the Board and in accordance with this Article 9. Any other attempted Transfer of any or all rights associated with a Unit shall be void and of no legal effect, including any assignment of the Financial Rights associated with a Member's Units, and the Company shall not be obligated for any purpose whatsoever to recognize such Transfer or assignment.

9.2 Permitted Transferees. Any Member may Transfer all or any portion of its, his or its Units to the Company, another Member, or to any child or spouse of such Member, or to any trust created for the benefit of any child, spouse, grandchild or other lineal descendant of such Member, without the consent of the other Members or the Board and without offering such Unit to the Company and the remaining Members, provided that the transferee accepts and agrees to be bound by the terms and provisions of this Agreement.

9.3 Right of First Refusal.

(a) Notice of Proposed Transfer. If a Member desires to Transfer any of his or its Units to any party other than as set forth in Section 9.2 above (such Member is referred to as the "Selling Member"), the Selling Member shall give written notice to the Company and to all of the other Members (the "Remaining Members") of the proposed Transfer. The notice from the Selling Member shall further specify the identity of the

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proposed transferee, the nature of the Transfer, the consideration therefor and the terms thereof.

(b) Right of Company to Purchase Unit. For a period of fifteen (15) days after the date notice is given to the Company and the Remaining Members pursuant to Section 9.3(a), the Company shall have the right to purchase all or any portion of the Units at the price at which the Units are proposed to be transferred to the proposed transferee. The Company shall exercise its right of purchase by delivering to the Selling Member, within such thirty (30) day period, written notice specifying the number of Units to be purchased by the Company. The closing for the Company's purchase of all or a portion of the Selling Member's Units shall be as provided in Article 10 hereof.

(c) Right of Other Members to Purchase Unit. For a period of fifteen (15) days following the fifteen (15) day period provided for in Section 9.3(b), the Remaining Members shall have the right to purchase, on the same terms as the Company, that portion of the Units which the Company has elected not to purchase. A purchasing Member ("Purchasing Member") shall exercise its, his or her right of purchase by delivering to the Selling Member, within said fifteen (15) day period, written notice specifying the portion of the Units such Purchasing Member desires to purchase. If more than one of the Remaining Members exercises the right to purchase the remaining Units, the portion of the remaining Units to be purchased by each Purchasing Member shall be determined on a pro rata basis according to the ratio of the Units currently owned by such Purchasing Member to the Units currently owned by all Purchasing Members. The closing for the purchase of the remaining Units by the Purchasing Member(s) shall be as provided in Article 10 hereof.

(d) Right of Selling Members to Transfer Units. Unless the Company and/or the Remaining Members elect to purchase all of the Units being offered by the Selling Member, the Selling Member shall not be required to sell any of such Units to such persons, and shall be entitled, for a period of forty-five (45) days following the expiration of the fifteen (15) day period provided for in Section 9.3(c), subject to Section 9.3(e), to Transfer the Units to the person identified, and in the manner and on the terms specified in the notice given pursuant to Section 9.3(a); provided that the transferee agrees to be bound by the terms of this Agreement and executes a counterpart signature page to this Agreement. Except for the transaction specified in the notice from the Selling Member, the Units shall remain subject to all of the provisions of this Agreement.

(e) Right of Co-Sale. In the event that the Company and the Remaining Members do not purchase all of the Units covered by the notice given by a Member pursuant to this Section 9.3, the Selling Member hereby agrees not to sell, pursuant to Section 9.3(d), for value any of the Units owned by the Member without permitting the Remaining Members to participate as a seller in such transaction such that each such Remaining Member shall be entitled to sell an amount of its respective Units in connection with such transaction equal to the product of (A) a fraction, the numerator of which is the Units of the Company then held by such Member, and the denominator of which is the Units of the Company then held by the Selling Member and all Members

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who exercise their rights under this Section 9.3(d), times (B) the Units to be sold by the Selling Member.

(f) Drag Along. In the event that holders of more than 50% of the outstanding Units of the Company (the "Majority Sellers") elect to sell all of their Units to a purchaser in a single transaction or series of related transactions, the holders of the remaining Units shall, at the request of the Majority Sellers, sell their Units to said purchaser on the same terms and price as which the Majority Sellers sell their Units to such purchaser.

9.4 Right of Refusal Upon Death or Bankruptcy of a Member, or Transfer by Operation of Law. Upon the death or bankruptcy of a Member, or upon a transfer of the Units of a Member by operation of law, the Company and the other Members shall have the option to purchase the Units of the Member who is deceased, bankrupt, or subject to the transfer by operation of law (the "Transferring Member") on the terms and under the procedures set forth in Section 9.3 hereof, as if the Transferring Member were a Selling Member, and at the price determined by an independent appraiser as provided in Section 10.2.

9.5 Other Transfers. Except as otherwise set forth in this Article 9, a Member may not Transfer any part of its, his or her Units unless items (a) through (c) below are first satisfied:

(a) The transferee accepts and agrees to be bound by the terms and provisions of this Agreement;

(b) Such other documents or instruments as the Board may require are executed by the transferee to evidence such acceptance and agreement; and

(c) The transferee pays or reimburses the Company for all reasonable legal fees, filing and publication costs incurred by the Company in connection with the Transfer of such Unit.

9.6 Acquit Company. Until such time as a written assignment has been received by and recorded on the books of the Company, any payment by the Company to an assigning Member shall acquit the Company of liability to the extent of such payments from any other Person who may have an interest in such payment by reason of an assignment by the Member.

ARTICLE 10 VALUATION AND PAYMENTS FOR UNIT

10.1 Valuation Date. If the option set forth in Section 9.4 is exercised, the valuation of the Units of a Selling Member or former Member shall be determined as of the date of death, filing for bankruptcy relief, or other transfer, as the case may be, within the scope of Section 9.4 (the "Valuation Date").

10.2 Valuation of Unit. If, in the case of the death of a Member, the Company and the personal representative of a deceased Member are unable to agree on the value of the Units within 60 days following the Valuation Date, and in the case of all other transfers within the scope of Section 9.4, the value of the Units shall be determined by an independent appraiser

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experienced in the business of such valuation commissioned by the Company's Board. The appraiser shall have free access to the books and records of the Company and shall, within 30 days after his appointment, file a report with the Company setting forth the value of the Units. The appraiser shall not consider the proceeds of policies of life insurance on the life of a former Member which are payable to the Company (if any). The appraiser shall take into consideration appropriate discounts for lack of marketability and minority status of the Units in issue. The appraiser's determination shall be binding upon the parties and the cost of such appraisal shall be borne by the Company.

10.3 Payment for Terminated Interest. The purchase price for any Unit shall be paid in cash, at closing.

10.4 Closing. The closing for the purchase of any Unit shall take place at the Company's principal office and shall occur 30 days after the value of the Unit is established pursuant to Section 10.2. The closing can occur earlier and at another location if mutually agreed upon by the parties.

ARTICLE 11 TAX MATTERS

11.1 Tax Classification of Company. The Members acknowledge that the Company will be classified as a "partnership" for tax purposes.

11.2 Annual Tax Information. Within 75 days after the end of each fiscal year, the President or Chief Financial Officer of the Company will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of such Member's federal or state income tax (or information) returns, including a statement showing each Member's share of income, gain, or loss and credits for such fiscal year for federal or state income tax purposes.

11.3 Annual Accounting Report. Within 60 days after the close of each fiscal year, the President or Chief Financial Officer shall furnish to the Members an annual report containing a statement of income and expense for, and a statement of financial condition as of, the year then ended.

11.4 Tax Matters Partner. Dr. Nikolaos Tsirikos-Karapanos shall be the "tax matters partner" for purposes of Code Section 6231(a)(7) of the Code, and shall have all the authority granted by the Code to the tax matters partner, provided that the Chief Financial Officer shall not have the authority without first obtaining the consent of the Members, by majority vote based on their Percentage Interests, to do any of the following:

- (a) enter into a settlement agreement with the Internal Revenue Service that purports to bind the Members,
- (b) file a petition as contemplated in Code Section 6226(a) or Code Section 6228,

- (c) intervene in any action as contemplated in Code Section 6226(b)(5),
- (d) file any request contemplated in Code Section 6227(b), or
- (e) enter into an agreement extending the period of limitations as contemplated in Code Section 6229(b)(1)(B).

**ARTICLE 12
DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY**

12.1 Events of Dissolution. The Company shall be dissolved upon any of the following events:

- (a) upon the consent of all Members; or
- (b) upon the consummation of the sale of all or substantially all of the assets of the Company.

12.2 Procedure For Winding Up. If the Company is dissolved, the Board of Managers shall wind up the affairs of the Company and proceed within a reasonable period of time to sell or otherwise liquidate the assets of the Company and, after paying, or making provisions by setting up reasonable reserves for, all liabilities to creditors of the Company, to distribute assets among the Members in accordance with the provisions of Article 8 of this Agreement. Upon completion of the foregoing, the Board shall promptly cause to be executed, delivered and filed on behalf of the Company all certificates, statements or documents required under the Act to terminate the existence of the Company.

**ARTICLE 13
REQUIRED RECORDS AND MEMBERSHIP INTERESTS**

13.1 Required Records. The Company shall keep those records required to be maintained by the Company pursuant to the Act (the "Required Records").

13.2 Register of Units of Ownership. The Company shall maintain a register of all contributions made to the Company, including the date of the contribution, the identity of the contributor, the price per Unit and the number of Units issued to the member in connection with such contribution. Any assignments of any rights, any restrictions on transfer with respect to and any repurchases or redemptions of a member's Units shall also be reflected in such register.

13.3 Evidence of Ownership of Membership Interests. Ownership of Units in the Company shall be evidenced by the contents of the Required Records. Certificates of membership shall not be issued. The member in whose name a Unit is recorded in the required records shall be deemed the owner thereof for all purposes as regards the Company; provided, that when any permitted transfer of a Unit shall be made as collateral security and not absolutely, such fact, if known to the Company, shall be so expressed in the required records. The secretary of the Company, or the President if there is no secretary, shall issue a statement of Units within a reasonable period of time after a written request is received from a member. Further, upon the

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written request of a member, the Company may also issue such statement within a reasonable period of time after request by a third party.

13.4 Assignments of Membership Interests. Assignments of Units, or any part thereof, shall be binding upon the Company only when noted in the Required Records of the Company. Any payment or allocation of profits, losses or distributions by the Company to the person entitled thereto as of the date of such payment or allocation shall acquit the Company of all liability to any other person who may be interested in such payment or allocation. The Company shall, within a reasonable period of time, record in the required records any permitted assignments of a member's Units, or any part thereof, after receipt of written notice thereof. As a condition to the Company's recording such assignment, the Company may require written evidence of such assignment in form and content reasonably required by the Company, and evidence of compliance with any applicable restrictions on transfer.

ARTICLE 14 GENERAL PROVISIONS

14.1 Distribution Networks. Clayton R. Thomas and certain of his affiliates currently operate distribution networks that are capable of distributing the Company's products to wholesale and retail sellers. The Company and Mr. Thomas agree to negotiate in good faith to enter into one or more distribution agreements with Mr. Thomas' affiliates in form and substance mutually agreeable to the Company and Mr. Thomas.

14.2 Transfers to Wholly-Owned Entities. The Parties ratify and consent to the transfer of the Units of the Company held by James Boulas to his wholly-owned entity PAMB, LLC and the transfer of the Units of the Company held by Jim Petropoulos to his wholly-owned entity MNC Holdings, LLC.

14.3 Record Dates. In order to determine the members entitled to notice of and to vote at a meeting, or entitled to receive payment of a distribution, the Board may fix a record date which shall not be more than 60 days preceding the date of such meeting or distribution. In the absence of action by the Board, the record date for determining members entitled to receive a distribution shall be at the close of business on the day on which the Board authorizes such distribution.

14.4 Seal. The Company shall have such seal or no seal as the President shall from time to time determine.

14.5 Entire Agreement. This Agreement constitutes the entire Agreement of the Members with respect to the Company, and supersedes all prior written and prior and contemporaneous oral agreements, understandings and negotiations with respect to the Company. In the event of any conflict between a provision of this Agreement and any provision of the Act not subject to variation in this Agreement, the provisions of the Act shall govern.

14.6 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

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14.7 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

14.8 Waivers. No waiver of this Agreement, or any part hereof, shall be binding unless made in writing and signed by the party claimed to have made such waiver. No waiver of any breach of any condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

14.9 Notices. All notices, requests, demands, or other communications by the terms hereof required or permitted to be given by one Member to the Company or another Member, or vice versa, shall, unless otherwise specifically provided for herein, be given in writing and be personally served or sent by registered mail, postage prepaid, addressed to the Company or such other Member or delivered to the Company or such other Member at the Company's principal executive office or to another Member at its last address furnished to the Company for such purpose. Any notice, request, demand or other communication so personally delivered shall be deemed to have been received on the day of delivery.

14.10 Additional Acts and Instruments. Each Member agrees to perform all further acts and execute, acknowledge and deliver all further documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

14.11 Severability. In the event of any conflict between a provision of this Agreement and any provision of the Act not subject to variation in this Agreement, the provisions of the Act shall govern. If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the Members, it will be stricken, (ii) the validity, legality, and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

14.12 Counterparts. This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged.

14.13 Preparation of Agreement. Briggs and Morgan, P.A. has drafted this Agreement at the request of and as counsel to Larry Hopfenspirger. The Members of the Company and the Company acknowledge that they have been advised by Briggs and Morgan, P.A. that their interests under this Agreement may now or hereafter be adverse to, or in conflict with, the interests of Larry Hopfenspirger and each other. The Members further acknowledge that Briggs and Morgan, P.A. has encouraged them to seek separate counsel because of potential conflicts of interest which exist, or which may arise in the future.

EB
2A
CA

14.14 Other Business Ventures. No Member may engage in or possess an interest in other business ventures, independently or with others, that utilize zeolites, or chemical solutions or formulas including zeolites without first obtaining the prior written consent of each Member; provided, however, that nothing herein shall prohibit Member's from being an owner of not more than 5% of the outstanding stock of any class of a corporation which is publicly traded.

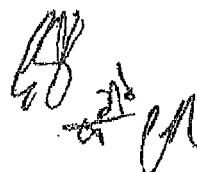
14.15 Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted and enforced in accordance with the internal laws, and not the laws pertaining to choice or conflict of laws, of the State of Ohio.

14.16 Headings, etc. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter.

ARTICLE 15 AMENDMENTS OF AGREEMENT

This Agreement may be altered, amended, added to or repealed by the unanimous consent of the Members entitled to vote. Notwithstanding the foregoing provisions of this Article 15, the Board may amend Schedule A as required by Section 2.1 without the vote or consent of any Member.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, or with respect to Members acquiring Units after the date of this Agreement, on the date opposite the Member's signature.

COMPANY:

METRON NUTRACEUTICALS, LLC

MEMBERS:


9/25/15
Clayton R. Thomas

By: _____
Name: _____
Its: _____


Dr. Nikolaos Tsirikos-Karapanos

MNC HOLDINGS, LLC

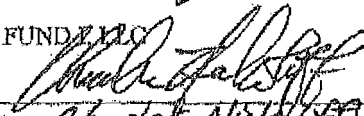
By: _____
Name: _____
Its: _____

PAME, LLC

By: _____
Name: _____
Its: _____


9/27/15
Larry Hopfenspirger

MEI FUND, LLC

By: 
Name: Charles Nikoloff
Its: PRESIDENT
9/28/15

Elmer R. Salovich Revocable Living Trust
U/A Dated 12/16/96 #473208942

By: 
Elmer R. Salovich, Trustee

[SIGNATURE PAGE TO AMENDED AND RESTATED OPERATING AGREEMENT]


7232443v2

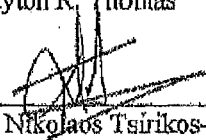
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, or with respect to Members acquiring Units after the date of this Agreement, on the date opposite the Member's signature.

COMPANY:

MEMBERS:

METRON NUTRACEUTICALS, LLC

By: 
Name: Dr. Nikolaos Tsirikos-Karapanos
Its: President

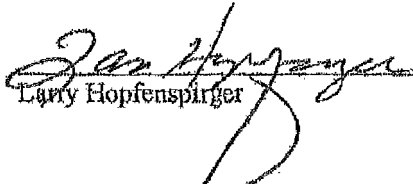
Clayton R. Thomas

Dr. Nikolaos Tsirikos-Karapanos

MNC HOLDINGS, LLC

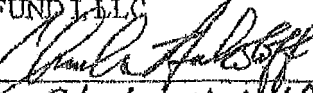
By: _____
Name: _____
Its: _____

PAME, LLC

By: _____
Name: _____
Its: _____


Lany Hopfenspieler

MBI FUND I, LLC

By: 
Name: Charles Nickeloff
Its: President

Elmer R. Salovich Revocable Living Trust
U/A Dated 12/16/96 #473208942

By: 
Elmer R. Salovich, Trustee

[SIGNATURE PAGE TO AMENDED AND RESTATED OPERATING AGREEMENT]

7232443v2

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, or with respect to Members acquiring Units after the date of this Agreement, on the date opposite the Member's signature.

COMPANY:

MEMBERS:

METRON NUTRACEUTICALS, LLC

Clayton R. Thomas

By: _____
Name: _____
Its: _____

Dr. Nikolaos Tsirikos-Karapanos

MNC HOLDINGS, LLC

By: Brian Kozel
Name: Brian Kozel
Its: Member

PAME, LLC

By: _____
Name: _____
Its: _____

Larry Hopfenspitzer
Larry Hopfenspitzer

MEI FUND, LLC

By: Charles Nickoloff
Name: Charles Nickoloff
Its: President

Elmer R. Salovich Revocable Living Trust
U/A Dated 12/16/96 #473208942

By: Elmer R. Salovich
Elmer R. Salovich, Trustee

[SIGNATURE PAGE TO AMENDED AND RESTATED OPERATING AGREEMENT]

7232443v2

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, or with respect to Members acquiring Units after the date of this Agreement, on the date opposite the Member's signature.

COMPANY:

MEMBERS:

METRON NUTRACEUTICALS, LLC

Clayton R. Thomas

By: _____
Name: _____
Its: _____

Dr. Nikolaos Tsirikos-Karapanos

MNC HOLDINGS, LLC

By: _____
Name: _____
Its: _____

PAME, LLC

By: _____
Name: Dimitrios E. Goulas
Its: Managing Member

Larry Hopfenspirger

MEI FUND I, LLC

By: _____
Name: _____
Its: _____

Elmer R. Salovich Revocable Living Trust
U/A Dated 12/16/96 #473208942

By: _____
Elmer R. Salovich, Trustee

[SIGNATURE PAGE TO AMENDED AND RESTATED OPERATING AGREEMENT]

7232443v2

SCHEDULE A

<u>Name of Member</u>	<u>Membership Interests</u>	<u>Percentage Ownership</u>	<u>Membership Interests Assuming Full Exercise of Warrants</u>	<u>Percentage Ownership Assuming Full Exercise of Warrants</u>
Clayton R Thomas	10.571	15.999%	10.571	15.000%
Dr. Nikolaos Tsrlikos-Karapanos	44.5	67.352%	44.5	63.147%
MNC Holdings, LLC	4	6.054%	4	5.676%
PAME, LLC	2	3.027%	2	2.838%
Larry Hopfenspinger	3.125	4.730%	5.875	8.337%
MEI Fund I, LLC	1.25	1.892%	2.35	3.335%
Elmer R. Salovich Revocable Living Trust U/A dated 12/16/96	.625	0.946%	1.175	1.667%
	<u>66.071</u>	<u>100.000%</u>	<u>70.471</u>	<u>100.000%</u>

A-1

7232443v2

Handwritten initials/signature

NON-SOLICITATION, CONFIDENTIALITY AND NON-COMPETE AGREEMENT

WHEREAS, Clayton R. Thomas "Employee" recognizes and agrees that Metron Nutraceuticals, LLC, an Ohio Limited Liability Company ("Employer"), has been engaged as a manufacturer, developer and supplier of nutraceutical products and has developed at great cost to the Employer both in dollars and mental and physical labor: operating procedures, customers, processes, formulas, vendor relationships, and employees, which are vital to the Employer's continued operation. Therefore, in consideration of employment, continued employment, advancement, or change in employment duties, the Employee agrees to the following

I. Covenant Not to Compete:

- (a) Employee agrees that during the term of this Agreement and for a period of two (2) years and within the geographical area defined as within a ten (10) mile radius of each of following Employer's business location's addresses:

4600 Euclid Avenue
Cleveland, Ohio 44103

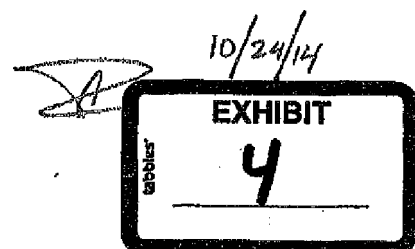
or any other location Employer opens during Employee's employment with Employer, that he will not, directly or indirectly, do or suffer any of the following:

(i) Own, manage, control or participate in the ownership, management or control of, or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any other corporation, partnership, proprietorship, firm, association, or other business entity, or otherwise engage in any business, which is engaged in any manner in, or otherwise competes with, the business of Employer or any of Employer's subsidiaries (as conducted on the date Employee ceases to be employed by Employer in any capacity); provided, however, that the ownership of not more than one percent (1 %) of the stock of any publicly traded corporation shall not be deemed a violation of this covenant;

(ii) Employ, assist in employing, or otherwise associate in business with any present, former or future employee, officer or agent of Employer or any of Employer's subsidiaries;

(iii) Induce any person who is an employee, officer or agent of Employer or any of Employer's subsidiaries to terminate said relationship; and

(iv) Knowingly take any action (and will cease all such actions immediately upon obtaining knowledge thereof) that would interfere with the relationship of Employer or its affiliates with their suppliers, patients or customers without, in either, case, the prior written consent of Employer, or knowingly engage in any other action or business that would have an adverse effect on Employer or its affiliates.



- (b) Employee expressly agrees and understands that any remedy at law for any breach by Employee of this Section will be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon adequate proof of Employee's violation of any legally enforceable provision of Section I, Employer shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing in Section I shall be deemed to limit Employer's remedies at law or in equity for any breach by Employee of any of the provisions of Section I which may be pursued or availed of by Employer.
- (c) In the event Employee shall violate any legally enforceable provision of Section I as to which there is a specific time period during which he is prohibited from taking certain actions or from engaging in certain activities, as set forth in such provision, then, in such event, such violation shall toll the running of such time period from the date of such violation until such violation shall cease.
- (d) Employee has carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred upon Employer under Section I, and hereby acknowledges and agrees that the same are reasonable in time and territory, are designed to eliminate competition which otherwise would be unfair to Employer, do not stifle the inherent skill and experience of Employee, would not operate as a bar to Employee's sole means of support, are fully required to protect the legitimate interests of Employer and do not confer a benefit upon Employer disproportionate to the detriment to Employee.

II. Confidential Information:

- (a) For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by employer to Employee that (i) derives independent economic value, actual or potential, for not being generally known to the public or to other persons, or (ii) is the subject of efforts by or on behalf of Employer to maintain its secrecy including, without limitation, any and all data or information relating to Employer's past, present or future research or development including but not limited to samples, know-how, techniques, specifications, plans, drawings, diagrams, software, databases (electronic or otherwise), flowcharts, prototypes, formulas, data, models, documents or manuals or business activities, including Employer's business plans, financial information, cost data, all product, financial, marketing, organizational, and technical information, information relating to any customers or potential customers of Employer (including customer lists), information relating to any suppliers or potential suppliers of Employer (including supplier lists), forecasts and projections, pricing and cost information, processes, business plans, methods, procedures, trade secrets, and contracts, marketing and other information, all of which Employee agrees constitutes trade secrets and confidential, nonpublic information of Employer, and any notes, analyses, summaries, compilations, studies or other records (whether written, oral or otherwise) made by or provided to Employee that contains or are derived from Confidential Information. Confidential Information includes not only written information but also information transferred orally, visually, electronically, or by any other means. Confidential Information shall include information



10/24/14
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whether disclosed to Employee prior to, on or after the date of this Agreement. Employee hereby acknowledges the sensitive and confidential nature of the Confidential Information, and the irreparable damage that would result to Employer if such Confidential Information is disclosed to third parties or otherwise used or disclosed in a manner not expressly permitted by this Agreement.

- (b) Notwithstanding the foregoing, the obligations of confidentiality and limited use shall not apply to any Confidential Information that (i) has become generally known to the public through no wrongful act by Employee; or (ii) as demonstrated by competent evidence, has been approved for release to the general public by a written authorization of Employer.
- (c) Employee shall not use, copy or disclose Confidential Information except as otherwise provided by this Agreement. Employee will take all reasonable precautions to safeguard the confidential nature of all Confidential Information and any other precautions with respect thereto that Employer may request. Employee shall not at any time, directly or indirectly, whether before or after the termination of Employee's employment with Employer, without the written consent of Employer, sell, offer to sell, transfer, copy, disclose or otherwise make available any Confidential Information to any third party, including any corporation, governmental body, individual, partnership, association or other entity. All Confidential Information disclosed by Employer to Employee shall at all times remain the personal property of Employer. Confidential Information disclosed to Employee will remain the exclusive property of Employer.
- (d) Without the prior written consent of Employer, Employee will not at any time directly or indirectly, whether before or after the termination of Employee's employment with Employer, (i) market, use (other than for the precise purpose for which it is disclosed to Employee by Employer) or otherwise profit from any Confidential Information, (ii) reproduce or otherwise copy any Confidential Information other than as required in performing Employee's duties as an employee of Employer or (iii) license or offer to license any third party to use any Confidential Information.
- (e) Employee agrees that on termination of Employee's employment or upon demand by Employer, Employee will return to Employer all documents, drawings, models, samples, and other materials belonging to Employer, and all tangible or electronic manifestations of the Confidential Information, including copies, and documents based in whole or in part on the Confidential Information.
- (f) Employee acknowledges that the foregoing restrictions are reasonable in light of Employee's position with Employer and the scope of Employer's business, and further, that such restrictions are necessary to protect Employer from unfair competitive harm. Employee agrees that any breach of Section II will result in immediate irreparable harm to Employer and that Employer shall be entitled to immediate injunctive relief upon any such breach, in addition to all other legal and equitable remedies Employer may have. Any claim by Employee asserted against Employer shall not constitute a defense to the enforcement of Section II.

 10/24/14
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III. Severable Provisions:

The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provision to the extent enforceable in any jurisdiction shall, nevertheless, be binding and enforceable.

IV. Termination and Further Compensation:

- (a) The employment of Employee under this Agreement may be terminated by Employer with or without cause at any time. Employee understands that **nothing contained in this entire Agreement shall be construed to create a contract of employment** and does not constitute a contract of employment for any specified period between Employer and Employee.
- (b) In the event of termination of this Agreement by Employer pursuant to Section IV, Employee shall be entitled to no further salary, additional compensation or other benefits under this Agreement, other than salary earned by Employee but not yet paid.

V. Binding Agreement:

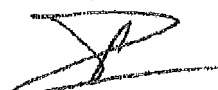
The rights and obligations of Employer under this Agreement shall inure to the benefit of, and shall be binding upon, Employer and its successors and assigns, and the rights and obligations of Employee under this Agreement shall inure to the benefit of, and shall be binding upon, Employee and his heirs, personal representatives and estate.

VI. Notices:

Any notice to be given under this Agreement shall be personally delivered in writing or shall have been deemed duly given after it is posted in the United States Mails, postage prepaid, registered or certified, return receipt requested, and if mailed to Employer, shall be addressed to Employer at its principal place of business, and if mailed to Employee, shall be addressed to him at his home address last shown on the records of Employer, or at such other address or addresses as either Employer or Employee may hereafter designate in writing to the other.

VII. Waiver:

The failure of either party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to it under the circumstances.

 10/24/14
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VIII. Miscellaneous:

This Agreement supersedes all prior agreements and understandings between the parties. No modification, termination or attempted waiver of this Agreement shall be valid unless in writing and signed by the party against whom the same is sought to be enforced. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

IX. Multiple Counterparts:

This Agreement may be executed in multiple counterparts, including facsimiles, each of which shall be deemed an original.

I fully understand and agree to the terms of this agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of this date.


Clayton R Thomas

10/24/14
DATE

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement, entered into as of 13th day of August, 2015 ; between METRON NUTRACEUTICALS, LLC, an Ohio Limited Liability Company, 1964 East 85th Street, Cleveland, Ohio 44106 (hereinafter referred to as Metron) and Eric Pike, Personalized Healthcare Solutions, 209 10th Ave S Nashville, TN 37203, sets forth the terms and conditions by which each party agrees to disclose certain of its Confidential Information to the other party for the sole purpose of evaluating the possibility of future business relationships between the parties (hereinafter referred to as "The Evaluation".)

WHEREAS, each party is interested in possible business opportunities and,

WHEREAS, in the course of The Evaluation, each party may be given access to the other party's confidential information;

NOW THEREFORE, in consideration of the promises, the parties agree as follows:

EACH PARTY AGREES THAT THIS AGREEMENT SUPPLEMENTS AND IS INCLUSIVE OF THE EXISTING CONFIDENTIALITY AGREEMENTS, WHETHER CONTAINED IN A CONTRACT OR SEPARATE SECURITY DIRECTIVE, EXECUTED BETWEEN THE PARTIES AND THIS AGREEMENT IN NO WAY SUPPLANTS THE PRIOR AGREEMENTS.

(1) Confidential Information. "Confidential Information" includes any and all information, whether oral, written, machine readable, in a physical embodiment or otherwise which is disclosed for the purpose of The Evaluation. It also includes but is not limited to, all information or materials prepared in connection with work performed under this or any related subsequent agreement and includes, without limitation, all of the following: work site information, the Parties' client roster information, financial statements, financial data, business plans, techniques, models, data, source code, object code, documentation, diagrams, flow charts, processes, procedures, "know-how", development or marketing techniques and materials, development or marketing timetables, strategies and development plans, including trade names, trademarks, customer, supplier, agent or person names and other information related to customers, suppliers, or agents, pricing policies and financial information, data and information relating to existing or former employees, agency, and contract personnel or applicants, and other information of a similar nature, whether or not reduced to writing or other tangible form, any other trade secrets or nonpublic business information and any information which is marked as confidential by a party or, if disclosed orally or visually, is identified as confidential at the time of disclosure and followed by a written notice of confidentiality. In addition to the above, any information provided by Metron which references any Metron product and any Metron product related process including but not limited to process involving water-soluble hydrolyzed clinoptilolite fragments and any nutraceutical products based on water-soluble hydrolyzed clinoptilolite fragments shall always be considered "Confidential Information".

(2) Use of Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Access to the Confidential Information shall be restricted to those of each parties' personnel engaged in use required by The Evaluation. Such personnel

1



shall be advised of the confidential nature of the material received and shall be required to observe the provisions of confidentiality set forth herein.

(3) No Copies. The Confidential Information may not be copied or reproduced without the disclosing party's prior written consent.

(4) Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of discussions between the parties or (b) request by the disclosing party.

(5) Exceptions. Nothing in this Confidentiality Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies), (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Confidentiality Agreement.

(6) Judicial Proceeding. In the event either party receives a subpoena or other valid administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt, so that such other party may seek a protective order or other appropriate remedy. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.

(7) No Transfer or Warranty. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the disclosing party warrants that it has the authority to make the disclosures contemplated hereunder.

(8) Relief. The parties agree that remedies at law will be inadequate to protect against actual or threatened breach of this Agreement; and each party agrees in advance to the granting of injunctive relief in favor of the other without proof of actual damages in addition to any other rights and remedies available to it.

(9) Term This Agreement for the purposes of disclosure of Confidential Information shall remain in full force and effect, unless sooner terminated by mutual agreement, for a period of three (3) years from the effective date of this agreement. However, the confidentiality of the information disclosed hereunder, and the knowledge gained as a result of the review thereof, shall survive the term of this agreement, and shall be maintained in confidence for a period of five (5) years.

(10) No Commitment Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement.

(11) No Assignment This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

(12) Construction If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

(13) Headings The headings to the various sections are supplied solely for reference and are not to be construed in any way in interpretation of the substantive provisions of this Agreement.

(14) Authority The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to make this Agreement on behalf of their company.

(15) Entire Understanding; Modification; Jurisdiction Except as provided in paragraph one above this Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral communications, agreements and understandings relating thereto between the immediate parties herein. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement will be construed in accordance with and governed by the laws of the State of Ohio and jurisdiction shall lie with the Cuyahoga County Court of Common Pleas.

By:  _____

Date: August 13, 2015

Dr. Nikolaos Tsirikos-Karapanos
President
METRON NUTRACEUTICALS, LLC

By: _____

Date: _____

Welcome, Clayton R. T...
 Your next bill was due:
 Mon, 04/20/2015, 11:32 PM

Transfer Confirmation

We've received your request. See the status below.

Your transfer has been processed.

From:	Metrol-Purchasing - 6837	Available Balance:	\$90,844.12
To:	Clayton-Savings - 4171	Available Balance:	\$5,300.27
Transfer Amount:	\$3,000.00		
Date:	04/20/2015 11:33:07 PM CDT		

Close

Important: Click here to
 view all items that are
 being made to your Online
 and Mobile Services
 Services Agreement

Card Name
 CLAYTON R T... - 4171

Card Type
 Check Card

- Messages (8)**
- Received through 04/20/15 for account Clayton R T... ending 6837
 - Message through 04/20/15 for account Clayton R T... ending 4171
 - Received through 04/20/15 for account Clayton R T... ending 6837

Connection Secured

Feedback Contact Us Privacy Legal Disclosures

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From: Clayton Thomas clayton@metronnutraceuticals.com
Subject: Shipping HCF Cases
Date: July 9, 2015 at 10:18
To: Adam Green adam@adampaulgreen.com

Adam,

Please ship all of the current inventory of CytoDetox to me at

5016 Fairwood Blvd NE #238
Tacoma, WA 98422

This will resolve the storage issue we have with this first batch and will allow us time to get things set up with IntegraCore. Guess I will be doing fulfillment for a short while.

fedex # 235891930

Please give me an inventory of how many cases are being shipped.

Clayton R Thomas
Chief Marketing Officer
Metron Nutraceuticals, LLC

metron

NUTRACEUTICALS

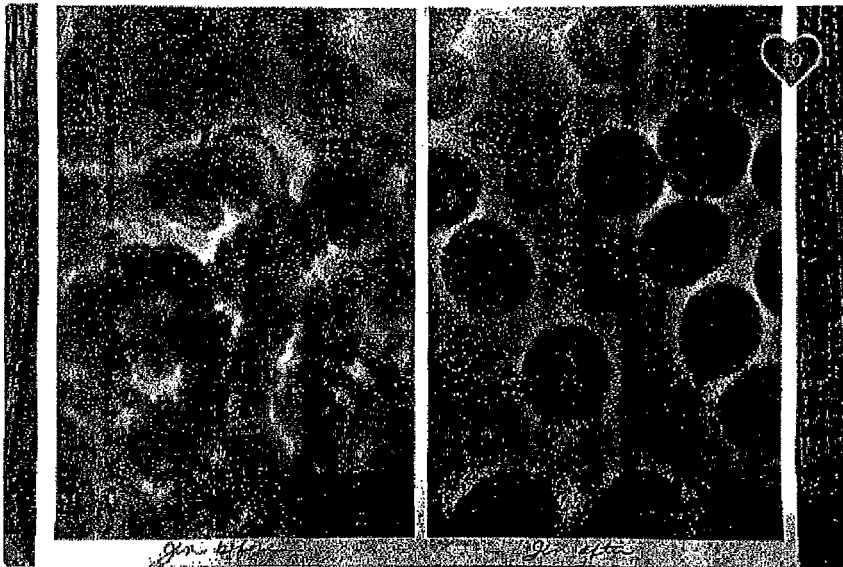
ΠΑΝ ΜΕΤΡΟΝ ΑΡΙΣΤΟΝ

4600 Euclid Avenue
Suite 401
Cleveland, OH, 44103
USA

This transmission is confidential. If you are subject to a non-disclosure agreement with the sender, such agreement applies to this communication and any attachments contained herein. If you are not the intended recipient of this



Help Flint Kids Remove Toxic Lead



BRENTWOOD, TN

\$720 of \$1.0M

Raised by 8 people in 9 days

Donate Now

SHARE ON FACEBOOK



60 SHARES



Created January 22, 2016

Clayton Thomas

UPDATE #2

3 DAYS AGO

8 DONATIONS

RECENT ▾

Be the first to like this update

18 bottles ready for donation so far. I want to have 100 bottles ready for the first shipment. How quickly can we get this done.

A special thank you to everyone in Reno, NV for their donations. You are all a blessing to many!

Subscribe to Updates Show More



\$80

Anonymous
1 day ago

\$80

James Colbert
4 days ago

\$160

Anonymous
4 days ago

\$80

Joy Erdelt
5 days ago

The events in Flint, MI have created a wakeup call for millions of people. We live in a toxic world!

Unfortunately the people of Flint, MI have now learned first hand just how truly toxic their environment was from the time the infrastructure for the city was laid out. This is no different than New York, Boston, Atlanta, Chicago and every other major metro area of the country.

\$80



It is one thing to provide water to those who need assistance with water. But as we are very well aware, water is not the problem in Flint. Lead and other toxins is the problem. So with your help, I want to help as many kids and adults as we can by passively removing the lead, mercury and other toxins from their bodies.

I don't want to just raise money to help, I will be providing a literal solution to the problem.

We strive to give without being selfish, sometimes we fail and most of the time we are successful. Hence why these sites are so great. I'm giving you an opportunity to be a little selfish and still help others.

My name is Clayton Thomas. For the last decade I have become an expert in environmental toxicology and detoxification of heavy metals and other toxins using passive effective methods. I own a biotech company that creates a passive liquid detoxification product that is very effective at removing lead and other heavy metals from the entire body.

Each \$80 donation made will provide 2 bottles (One bottle is a one month supply of product) to a member of the Flint community as well as a bottle sent to you for your own use.

If you just want to donate some change; a bottle will be donated to a child in need in Flint for every \$25 donated.

By working with associates in Flint, MI who have been in contact with the local pediatricians who are at the forefront of the issues we will be donating detox drops bottles to practitioners who can then provide product to children in need. This will also allow us to track results and report back on the benefits to the population.

Help yourself and help someone in need. Cleaning up the environment is really important. Cleaning up your own internal environment is imperative!

Thanks

Clayton Thomas



Pam Berek
5 days ago

\$80



Elizabeth Lawry Kristie
7 days ago

\$80



Elaine Freeman
8 days ago

\$80



Suzanne Erdelt
9 days ago

1-8 of 8 donations





60 SHARES



COPY, PASTE & SHARE: <https://www.gofundme.com/tbktrs5u>



What is GoFundMe?
Fundraising made easy >>



REPORT



POSTER



LINK



CONTACT

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Please use Facebook to leave a comment below:



Nothing gets posted to your wall. Only your Facebook name & photo are used.

Bring your fundraising ideas to life with an online donation website from GoFundMe!



Forbes



ENTERTAINMENT WEEKLY

The New York Times



Bloomberg Businessweek



Washable TIME

GET STARTED

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From: Alphagraphics Cleveland us320@alphagraphics.com
Subject: Fwd: Label Design for new product
Date: January 15, 2016 at 17:08
To: nikolaos.tsirikos@metronnutraceuticals.com



This was the first e-mail I received asking for a new label. I am attaching what we sent him
----- Forwarded message -----

From: Clayton Thomas <detoxsmart@yahoo.com>
Date: Wed, Sep 9, 2015 at 6:34 PM
Subject: Label Design for new product
To: Alphagraphics Cleveland <us320@alphagraphics.com>

Judy,

Can you please work out 2 labels for me.

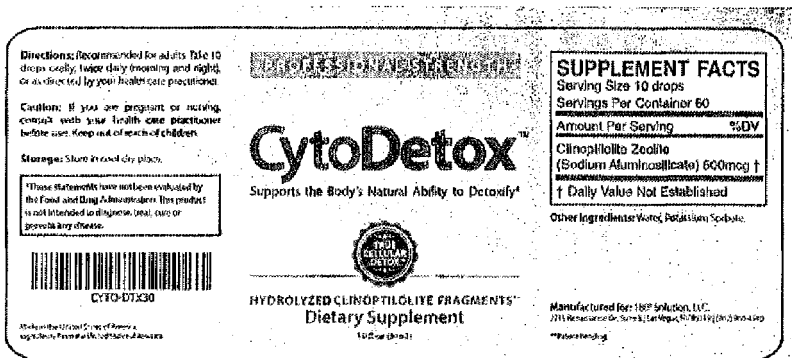
1 label will be 1.5 by 3.5 Inches just like the other labels you did. I will get the smaller size shortly but it will be the same design with only a change to the amount of drops and volume.

I Love the look of this below. If you could make the orange a little more red and tweak the other colors if you feel they need some artist uplifting and instead of "CytoDetox" you add in the name "Vitality" in a cool looking design in a blood Red color.

Have some fun with the background

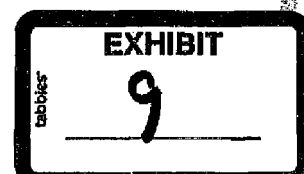
On the bottom change the Hydrolyzed Clinoptilolite Fragments to a red Color to match the Vitality name

Instead of "Supports the Body's Natural Ability to Detoxify" change it to Natural Systemic Detoxification Support



On the supplement facts the amount per 10 drops should read 250 mcg per 10 drops.

Where you see the "True Cellular Detox" spot can you change it to the logo design below but make the orange more red like in the name of the product. remove the 180 degree name at the top. In the middle put PHS in cool script. That will be my logo for Personalized Healthcare Solution, LLC



HYDROLYZED CLINDAMYCIN FRAGMENTS
DIETARY SUPPLEMENT
1.014 fl oz. (30 mL)

Manufactured for: needs to be "Personalized Healthcare Solution, LLC 115 Penn Warren Dr #300-102 Brentwood, TN 37027"

Call me to discuss

Clayton R Thomas
President
Personalized Healthcare Solution, LLC

(206) 419-8225

This transmission is confidential. If you are subject to a non-disclosure agreement with the sender, such agreement applies to this communication and any attachments contained herein. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this e-mail or any portion of it. If you have received this in error, please reply and notify the sender (only) and completely delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law. This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

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--
AlphaGraphics
p: 216.623.1005
f: 216.623.1185
us320@alphagraphics.com
www.cleveland320.alphagraphics.com
A Certified Woman-Owned Business

To send files larger than 10Mb, copy & paste the link below into your browser:

<http://www.us320.alphagraphics.com>

Then click on "Send A File" near the top right. After sending file, stay on page until file uploaded & confirmation received



Directions: Recommended for adults. Take 10 drops orally, twice daily (morning and night) or as directed by your health care practitioner.

Caution: If you are pregnant or nursing, consult with your health care practitioner before use. Keep out of reach of children.

Storage: Store in cool dry place.

These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.



Made in the United States of America. Ingredients from the United States of America.

VICARLEY

NATURAL SYSTEMIC DETOXIFICATION SUPPORT



HYDROLYZED CLINOPTILOLITE FRAGMENTS
Dietary Supplement

© P.H.S. 2011

SUPPLEMENT FACTS

Serving Size 250 mcg per 10 drops	
Servings Per Container 60	
Amount Per Serving	%DV
Clinoptilolite Zeolite	
(Sodium Aluminosilicate) 500mcg †	
† Daily Value Not Established	

Other Ingredients: Water, Potassium Sorbate, Sodium Benzoate

Manufactured for Personalized Healthcare Solution, LLC
115 Pearlman Drive, #400, 02459 Braintree, MA 01905
*Patent Pending

From: Larry Hopfensprger larryhop@comcast.net
Subject: Livermore
Date: September 7, 2015 at 16:21
To: Clayton Thomas clayton@metronnutraceuticals.com



Good Afternoon Clay,

I have spent some time opining on our conversation from Saturday with respect to the Livermore Labs and potentially using a "knock off" patent to do business with Livermore Labs and potentially Saudi Arabia , by getting around Metron's patent.

After consideration I think it would be a terrible decision for you and your new company to proceed with such a plan. Not only would it lead to great controversy but it would throw you and Metron into endless litigation which would diminish value in your company and Metron's both of which you own.

Whereas if you did a deal with Metron and with your company you would have a win-win without the possibility death by litigation.

If you need I can potentially be a go between if from your perspective there is little hope in dealing directly with Metron. I would not look forward to being an intermediary but would participate, knowing it is far better than what you discussed in the last conversation.

Let me know your thoughts. Larry



protection. Plaintiff desires to avoid and/or limit harm as a result of Defendants' actions, and as such, no further notice should be required.

Respectfully submitted,

/s/ Ryan K. Rubin

RYAN K. RUBIN, ESQ. (0077367)

BRADLEY J. BARMEN, ESQ.(0076515)

SARAH BENOIT, ESQ. (0086616)

LEWIS BRISBOIS BISGAAR & SMITH, LLP

1375 E. 9th Street, Suite 1600

Cleveland, OH 44114

Phone: (216) 344-9422

Facsimile: (216) 344-9421

Ryan.Rubin@lewisbrisbois.com

Bradley.Barmen@lewisbrisbois.com

Sarah.Benoit@lewisbrisbois.com

Counsel for Plaintiff, Metron Nutraceuticals, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing Rule 65 Certification of Counsel was served by regular U.S. mail on this 22nd day of February, 2016 upon:

CLAYTON THOMAS
115 Penn Warren Dr., Suite 300-102
Brentwood, TN 37027

PERSONALIZED HEALTHCARE SOLUTIONS, LLC
209 10th Avenue S.
Nashville, TN 37203

/s/ Ryan K. Rubin

RYAN K. RUBIN, ESQ. (0077367)
BRADLEY J. BARMEN, ESQ.(0076515)
SARAH BENOIT, ESQ. (0086616)
Counsel for Plaintiff, Metron Nutraceuticals, LLC

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC	)	Case No.:
)	
Plaintiff,	)	Judge:
)	
vs.	)	<u>TEMPORARY RESTRAINING</u>
	)	<u>ORDER</u>
CLAYTON THOMAS et al.,)	
)	
Defendants.)	

This matter is before the Court on Plaintiff Metron Nutraceuticals, LLC's ("Metron") Motion for a Temporary Restraining Order and Preliminary Injunction against Defendants Clayton Thomas and Personalized Healthcare Solutions, LLC ("Thomas and PHS"), pursuant to Rule 65 of the Ohio Rules of Civil Procedure. The Court, having been advised of the relevant facts, finds that:

- (1) Metron is substantially likely to succeed on its claims against Thomas and PHS;
- (2) Metron will suffer irreparable harm to its business unless Thomas and PHS are enjoined by this Court;
- (3) The balance of the hardships favor Metron; and
- (4) The public interest will be advanced by the issuance of this Order.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

- A. Temporarily, preliminarily, and permanently enjoining Thomas and PHS, from the date any such Order is entered until the trial of this action, from, among other things, misappropriating Metron's trade secrets and proprietary information.
- B. Ordering Thomas to withdraw from his speaking engagement with California Jam on March 18 – 20, 2016.
- C. Ordering Thomas and PHS to immediately return the 2,616 bottles of stock zeolite product stolen from Metron.
- D. Ordering Thomas and/or PHS to terminate and shut-down all internet sites selling zeolite products stolen and/or taken from Metron or Metron's packager.

- E. Ordering Defendants to terminate and shut-down all of their additional internet sites either selling and/or publishing Metron's trade secret and confidential information about zeolites.
- F. Temporarily, preliminarily, and permanently enjoining Thomas and PHS from participating in any further oral or written forums addressing hydrolyzed zeolites.
- G. Temporarily, preliminarily, and permanently enjoining Thomas and PHS from any future or ongoing business that is competitive with Metron, specifically as to zeolites, following the date of this Court's Order, including but not limited to restraining Defendants from manufacturing, producing, selling, distributing or zeolites, and consulting with companies dealing with zeolite products;
- H. Temporarily, preliminarily, and permanently enjoining solicitation or diverting (or attempting to solicit or divert) any person providing services to, or on behalf of, Metron, or influencing any such person or entity to no longer serve or engage in business with Metron following the date of this Court's Order;
- I. Temporarily, preliminarily, and permanently enjoining soliciting or diverting (or attempting to solicit or divert) from Metron any work or business related to zeolites, including any client or customer (or potential client or customer) of Metron, on Thomas' own behalf or on behalf of any other entity that may employ, engage or be associated with him, following the date of this Court's Order;
- J. Temporarily, preliminarily, and permanently enjoining Thomas, PHS, and anyone acting in concert or participation with them, to refrain from using any trade secrets or confidential information obtained during Thomas' employment with Metron; and
- K. Temporarily, preliminarily, and permanently releasing Metron any obligations to Thomas as a member of Metron.

Metron shall not be required to post a bond.

This Temporary Restraining Order shall remain in effect until the ____ day of _____, 2016, or until further Order of the Court.

This matter is set for a Preliminary Injunction Hearing for the ____ day of _____, 2016, at _____.

DATE

JUDGE

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

FILED

METRON NUTRACEUTICALS, LLC) Case No.: CV-16-859345
Plaintiff,)
vs.) Judge: Michael Russo
CLAYTON THOMAS, et al.,)
Defendants.)
ORDER FOR PRELIMINARY
INJUNCTION

2016 MAY 11 P 12:55

CLERK OF COURTS
CUYAHOGA COUNTY

This lawsuit was filed by Metron Nutraceuticals, LLC (“Metron”) on February 22, 2016, seeking temporary restraining order, preliminary injunction, permanent injunction, declaratory judgment, compensatory damages, punitive damages, and attorneys’ fees. Per Plaintiff’s Rule 65 Certification of Counsel, Defendants, Clayton Thomas (“Thomas”) and Personalized Healthcare Solutions, LLC (“PHS”)(Thomas and PHS collectively, “Defendants”), were served on February 22, 2016 with Plaintiff’s Verified Complaint for Temporary Restraining Order, Preliminary Injunction, Permanent Injunction, Declaratory Judgment and Compensatory Damages, Punitive Damages and Attorneys’ Fees, Plaintiff’s Rule 65 Certification of Counsel, Plaintiff’s Motion for Temporary Restraining Order, and a proposed Temporary Restraining Order. Further, Thomas was served with the Verified Complaint via Federal Express on February 29, 2016, and PHS was served via Special Process Server on March 1, 2016.

On February 26, 2016, this matter was set for TRO/preliminary injunction hearing for March 3, 2016. As a result of Defendants’ request for a seven to ten (7-10) day extension, this matter was re-scheduled for a preliminary injunction hearing on March 14, 2016. Despite Defendants’ appearance in this matter, request for continuance, and notice of the rescheduled hearing, Defendants failed to appear for the hearing.

At the March 14, 2016 hearing, Metron presented evidence by way of testimony from Nikolaos Tsirikos-Karapanos, PharmD, MD, PhD, FETCS, Metron's President, from Judy Swimmer, President of Alphagraphics Cleveland, and Larry Hopfenspirger by way of tendered Affidavit. In addition to sworn testimony from the aforementioned witnesses, Plaintiff admitted the following into evidence:

- Exhibit 1: 10-23-14, Operating Agreement of Metron Nutraceuticals, LLC;
- Exhibit 2: 10-24-14, Non-Solicitation, Confidentiality and Non-Compete Agreement;
- Exhibit 3: 12-31-14, Distribution Agreement with 180 Degree Solutions;
- Exhibit 4: 8-25-15, Letter of Intent;
- Exhibit 5: 8-25-15, Separation Agreement;
- Exhibit 6: 9-25-15, Redemption Agreement;
- Exhibit 7: 9-25-15, Amended and Restated Operating Agreement of Metron;
- Exhibit 8: 8-31-15, Mutual Confidentiality Agreement with Clayton Thomas-Personalized Healthcare Solutions;
- Exhibit 9: 8-13-15, Fake Mutual Confidentiality Agreements created by Thomas Clayton;
- Exhibit 10: 9-24-15 Thomas -SOZO Patent, Trademark and Supply Agreement;
- Exhibit 11: 10-02-15, Thomas - SOZO Amendment to Patent, Trademark & Supply Agreement;
- Exhibit 12: 10-6-15 Metron -SOZO Mutual Confidentiality Agreement;
- Exhibit 13: 10-30-15 Metron - SOZO Exclusive Distribution and Supply Agreement;
- Exhibit 14: 07-09-15 Thomas Order to Direct Ship;
- Exhibit 15: Affidavit of Larry Hopfenspirger with September 7, 2015 email from Hopfenspirger to Thomas attached (Affidavit also tendered);
- Exhibit 16: 10-5-15 Rescission of Independent Contractor;

- Exhibit 17: 11-3-15 Announcement of SOZO Deal and Thomas' Response;
- Exhibit 18: California Jam with Thomas as Speaker;
- Exhibit 19: Alphagraphics;
- Exhibit 20: HCF Product Website;
- Exhibit 21: Help Flint Kids Go Fund Me (February);
- Exhibit 22: Help Flint Kids Go Fund Me (March);
- Exhibit 23: 01-20-16 Thomas Competition SOZO.

Having reviewed and taken into consideration the evidence and the controlling law, this Court finds that Defendant PHS violated its contracts and agreements with Plaintiff, and this Court finds that Clayton Thomas, individually and through Defendant PHS, violated ^{the terms} of his contractual and fiduciary duties to Metron. Evidence presented at the Hearing, including the specific acts set forth below, support Plaintiff's request for protections, Court intervention and injunction:

- Thomas' engagement in other business ventures that utilize zeolites or chemical solutions or formulas containing zeolites, including but not limited to PHS;
- Thomas representing himself as having employment or a position with Metron to third parties, representing that he has any authority to act on behalf of Metron to third parties and contracting with or otherwise binding Metron to other third parties;
- PHS, by and through Thomas, engaging in contracts involving Metron without any consent or authority;
- Ordering 2,616 bottles of Metron's stocked supply of CytoDetox valued at \$39,240.00 be shipped to Thomas' residential address in Tacoma, Washington;
- By retaining the 2,616 bottles of Metron's stocked supply of CytoDetox after Metron requested the return of its product;
- By selling water soluble hydrolyzed clinoptilolite fragments (hydrolyzed zeolite) on more than one website;

- By forging, fabricating, and/or manipulating three (3) separate Mutual Confidentiality Agreements (MCAs) without the knowledge or approval of Metron;
- By seeking outside support of Metron investor Larry Hopfenspirger to “knock off” Metron’s patent so as to manufacture a similar product through “either Saudi Arabia or Livermore Labs;
- By interfering with the relationship between Metron and its shareholder investor, Larry Hopfenspirger, and knowingly taking actions that have an adverse effect on Metron;
- By misappropriating the trademarked logo registered by one of Metron’s customer/distributors, 180 Degree Solutions in creating labels for product that directly competes with Metron’s product;
- By making unauthorized and inaccurate statements regarding the FDA, inaccurate and unprofessional comments about the Department of Energy, and unapproved comments about HCF including, but not limited to statements made during certain radio broadcasts claiming HCF treats or cures a disease;
- By participating in certain radio and/or online broadcasts regarding HCF without the prior knowledge or authorization from Metron;
- By executing a “Patent, Trademark and Supply Agreement” with SOZO Global, Inc. on September 24, 2015;
- By misrepresenting his authority to contract on behalf of Metron;
- By advising customers and others in the industry that Metron will not fulfill its contracts;
- By attempting to compete with Metron by offering to sell HCF to Sozo Global, Inc. on January 20, 2016 and January 26, 2016 through NDA, National Detoxification Association, LLC;
- By selling or attempting to sell a zeolite product through www.hcfdetox.com and <https://www.gofundme.com/tbktrs5u>; and
- By publishing confidential information and trade secrets of Metron on his websites without the consent, authority, or authorization from Metron.

In this case, Metron’s Complaint contains causes of action for breach of fiduciary duty, breach of the duties of loyalty and care, breach of contract, conversion and/or civil theft,

Uniform Trade Secrets Acts violations, fraud in the inducement, tortious interference with contract and business relations, unjust enrichment, and for declaratory judgment.

As a founding member and a continuing shareholder of Metron, Thomas has a fiduciary relationship with Metron. Based on the conduct set forth above and supported by evidence presented at the Hearing, it is substantially certain that a jury will determine Thomas failed to observe his duty to Metron, and due to Thomas' conduct, Metron will suffer irreparable injury in the absence of an injunction.

Metron, Thomas, and PHS were engaged in binding contracts, as set forth above and as entered into evidence at the Hearing. Dr. Karapanos testified at length regarding Metron's ethical business practices in compliance with Metron's contractual obligations. Further, extensive evidence was presented as to Thomas' and PHS's breaches of said contracts. Based on this evidence, this Court finds it is substantially likely that a Jury will determine Thomas and PHS's violations of their Agreements, including the Operating Agreement, Confidentiality Agreements, Non-Solicitation Agreement, Non-Compete, and/or Separation Agreement have resulted in extensive damages to Metron.

The exhibits and testimony presented at the March 14, 2016 indicate that a jury is substantially likely to determine that Thomas converted and/or stole Metron's product and then refused to return it or pay Metron for the product.

Based on the exhibits and testimony presented during the March 14, 2016 hearing, it is substantially likely that Plaintiff will be successful in its claims against the Defendants for trade secrets violations.

The evidence in this matter likely supports a jury's determination that Thomas and PHS tortiously interfered with Metron's contract and business relationships. Despite extensive

contracts preventing Thomas from engaging in the hydrolyzed zeolite industry, Thomas has disregarded the same and continued his attempts to compete directly with Metron.

The evidence presented at the March 14, 2016 hearing demonstrated that Defendants' conduct is causing, and will continue to cause, significant disruption and diminution to the value and reputation of Metron, which Plaintiff has carefully cultivated through the selective approval of business relationships, and through Metron's use of confidential agreements, patent applications, and contracts. Plaintiff presented evidence that it strives to maintain uniformly high standards and seeks to only publish accurate information. Defendants' conduct, if not stopped, will likely cause Plaintiff irreparable injury to Plaintiff's business that could never be cured by a monetary award. Further, given that the conduct from which the Defendants will be enjoined in engaging is in clear breach of its obligations and duties to Plaintiff, no third parties will be harmed by the injunction.

In the present case, the evidence presented at the March 14, 2016 hearing demonstrated that not only are Defendants engaging in competitive businesses in violation of contracts and agreements with Metron, but Plaintiff presented evidence of Defendants' internet-based websites and podcasts and radio publications/broadcasts that Metron opined were not authorized and amount to misinforming the public. Further, based on Plaintiff's evidence, Defendants are selling product either directly stolen from Metron or manufactured by way of violating Metron's trade secrets, patents, and confidentiality agreements. The evidence also indicated that Defendants have forged and misrepresented contracts, and Defendants have misrepresented the product resulting in direct harm to Plaintiff. These acts also violate Thomas' fiduciary duties to Metron, as he is a shareholder.

The issuance of an injunction will not only serve to protect Plaintiff's right to conduct its business in a manner that maintains high quality standards, integrity and value, but it will serve to protect members of the public from the Defendants' misrepresentations.

Wherefore, based on the evidence presented and admitted during the March 14, 2016 hearing this Court, having been advised of the relevant facts, finds that:

- (1) Metron is substantially likely to succeed on its claims against Thomas and PHS;
- (2) Metron will suffer irreparable harm to its business unless Thomas and PHS are enjoined by this Court;
- (3) The balance of the hardships favor Metron; and
- (4) The public interest will be advanced by the issuance of this Order.

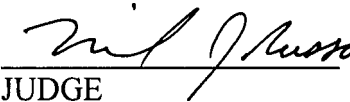
NOW THEREFORE, IT IS HEREBY ORDERED THAT:

- A. Defendant Clayton Thomas, ^{from} the date any such Order is entered, until the trial of this action, is enjoined from:
 1. Utilizing Metron's name, confidential information, trade secrets, and proprietary information for any purposes;
 2. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 3. Accepting employment with, participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 4. Supporting, advising, or participating with or in any future or ongoing business that is adverse or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
- B. Defendant PHS, by and through its owners, employees, or agents, from the date any such Order is entered until the trial of this action, is enjoined from:
 1. Utilizing Metron's confidential information, trade secrets, and proprietary information;

2. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 3. Participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 4. Supporting, advising, or participating with or in any future or ongoing business that is adverse and/or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
- C. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shut-down <https://www.gofundme.com/tbktrs5u> all internet sites selling hydrolyzed zeolite products stolen and/or taken from Metron or Metron's packager;
- D. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down www.hcfdetox.com;
- E. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down any part of any additional internet page selling any zeolite product including Metron's hydrolyzed zeolite product and/or publishing any of Metron's trade secrets and confidential information about hydrolyzed zeolites;
- F. Defendants Clayton Thomas and PHS are hereby ordered to immediately return the remaining 2,616 bottles of CytoDetox; and
- G. Metron shall be required to post a bond of \$10,000.

This Preliminary Injunction shall remain in effect until trial of this matter is concluded, or until further Order of the Court.

May 9, 2016
DATE


JUDGE

4



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FILED

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2016 JUN -6 P 3:37

METRON NUTRACEUTICALS, LLC
Plaintiff

Case No: CV-16-859345

CLERK OF COURTS
CUYAHOGA COUNTY

Judge: MICHAEL J RUSSO

CLAYTON THOMAS, ET AL.
Defendant

JOURNAL ENTRY

92 DEFAULT - FINAL

06/06/2016: HEARING HELD. COUNSEL FOR PLTF PRESENT; DEFT THOMAS APPEARED PRO SE; NO COUNSEL FOR DEFT PERSONALIZED HEALTHCARE SOLUTIONS, LLC APPEARED. COURT REPORTER PRESENT. MOTION FOR DEFAULT JUDGMENT, FILED 05/23/2016, IS GRANTED. OSJ. FINAL. COURT COST ASSESSED TO THE DEFENDANT(S).

Judge Signature

Date

EXHIBIT D

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

METRON NUTRACEUTICALS,) Case No.: CV-16-859345
LLC.,)
) Judge Michael J. Russo
Plaintiff,)
) JUDGMENT ENTRY
vs.)
)
CLAYTON THOMAS, et al.,)
)
Defendants.)

This cause is before the Court on Plaintiff's Motion for Default Judgment. Plaintiff filed this action on February 22, 2016, seeking temporary restraining order, preliminary injunction, permanent injunction, declaratory judgment, compensatory damages, punitive damages, and attorneys fees. As Defendants Clayton Thomas and Personalized Healthcare Solutions, LLC (collectively, "Defendants") failed to plead or otherwise respond within the required time period as set forth by the Ohio Civil Rules, Plaintiff filed its Motion for Default Judgment on May 23, 2016.

Pursuant to Civ.R. 55, a hearing on Plaintiff's Motion for Default Judgment was held on June 6, 2016 at 1:30 p.m. Plaintiff presented evidence at this hearing including, but not limited to an affidavit of damages. Upon examination of the evidence presented at the hearing and as set forth in Plaintiff's affidavit of damages, and having been advised of the relevant facts, the Court hereby Orders:

1. Forfeiture of Defendant Thomas' 15.99% share in Plaintiff Metron Nutraceuticals, LLC due to his flagrant and continuing disregard for and breach of his fiduciary duties, contractual obligations and duties of loyalty and care owed to Metron Nutraceuticals, LLC.
\$58,863.55
2. ~~\$50,000~~ in monetary damages. (*\$ 23,241.00 - cost of product not returned*)
(*\$ 35,317.15 - attorney fees*)
(*\$ 305.40 - court costs*)

3. Defendant, Clayton Thomas, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:
 - a. Utilizing Metron's name, confidential information, trade secrets, and proprietary information for any purposes;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Accepting employment with, participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
4. Defendant PHS, by and through its owners, employees, or agents, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:
 - a. Utilizing Metron's confidential information, trade secrets, and proprietary information;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse and/or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
5. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shutdown <https://www.gofundme.com/tbktrs5u> all internet sites selling hydrolyzed zeolite products stolen and/or taken from Metron or Metron's packager;
6. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down www.hcfdetox.com;
7. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down any part of any additional internet page selling any zeolite product including Metron's hydrolyzed zeolite product and/or publishing any of Metron's trade secrets and confidential information about hydrolyzed zeolites;

8. Defendants Clayton Thomas and PHS are hereby ordered to immediately return the remaining 2,616 bottles of CytoDetox.

IT IS HEREBY ORDERED.

June 6, 2016
DATE

William J. Russo
JUDGE



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

MOTION Electronically Filed:
August 15, 2016 17:27

By: RYAN K. RUBIN 0077367

Confirmation Nbr. 829896

METRON NUTRACEUTICALS, LLC

CV 16 859345

vs.

CLAYTON THOMAS, ET AL.

Judge:

MICHAEL J. RUSSO

Pages Filed: 40

EXHIBIT E

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC.,	)	Case No.: CV-16-859345
)	
Plaintiff,	)	Judge Michael J. Russo
)	
vs.	)	<u>MOTION FOR CIVIL CONTEMPT</u>
	)	<u>AGAINST CLAYTON THOMAS AND</u>
	)	<u>REQUEST FOR HEARING TO</u>
CLAYTON THOMAS, et al.,	)	<u>SHOW CAUSE WHY CLAYTON</u>
	)	<u>THOMAS SHOULD NOT BE HELD</u>
Defendants.	)	<u>IN CONTEMPT OF COURT</u>

NOW COMES Plaintiff, Metron Nutraceuticals, LLC, and respectfully requests that this Court Order that Defendant Clayton Thomas appear and show cause why he should not be held in contempt of Court for violating the Judgment Entry of July 6, 2016. The basis for this Motion is set forth in the Memorandum attached hereto and incorporated herein by reference.

Respectfully submitted,

/s/ Ryan K. Rubin

RYAN K. RUBIN (0077367)
BRADLEY J. BARMEN (0076515)
SARAH BENOIT (0086616)
LEWIS BRISBOIS BISGAARD & SMITH, LLP
1375 E. 9th Street, Suite 1600
Cleveland, OH 4114
(216) 344-9422
(216) 344-9421 facsimile
Ryan.Rubin@lewisbrisbois.com
Brad.Barmen@lewisbrisbois.com
Sarah.Benoit@lewisbrisbois.com
Counsel for Plaintiff
Metron Nutraceuticals, LLC

MEMORANDUM IN SUPPORT

I. INTRODUCTION

Plaintiff, Metron Nutraceuticals, LLC, filed its Complaint against Defendants Clayton Thomas and Personalized Healthcare Solutions, LLC (“PHS”) on February 22, 2016, with motions for temporary restraining order, preliminary injunction, permanent injunction, declaratory judgment, compensatory damages, punitive damages, and attorneys’ fees. Defendants failed to respond to Plaintiff’s Complaint, and following a hearing on the matter, Plaintiff’s Motion for Default Judgment was granted on June 6, 2016. *See* Judgment Entry attached here as Exhibit A.

At the Hearing on June 6, 2016, Defendant Clayton Thomas was ordered to forfeit his 15.99% share in Metron Nutraceuticals. LLC, pay \$58,863.55 in monetary damages. *See* Judgment Entry attached as Exhibit A. Further, Defendant Clayton Thomas was permanently enjoined from:

- a. Utilizing Metron's name, confidential information, trade secrets, and proprietary information for any purposes;
- b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
- c. Accepting employment with, participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
- d. Supporting, advising, or participating with or in any future or ongoing business that is adverse or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.

Further, Defendant Thomas was ordered to terminate <https://www.gofundme.com/tbktrs5u>, www.hcfdetox.com, and all other internet pages selling zeolite product.

Defendant Thomas failed to comply with any of the terms set forth in this Court's Entry of Judgment of June 6, 2016. Defendant Thomas has paid nothing towards the judgment against him, in spite of a follow up letter sent to him on July 18, 2016. *See* Letter to Clayton Thomas attached here as Exhibit B. Defendant Thomas has continued to aggressively solicit business from customers within the zeolite industry. *See* Emails and Facebook Messages from Clayton Thomas attached here as Exhibit C; see also Transcript of Voicemail from Clayton Thomas to a prospective business partner, Andrew McGarry of MyPro, attached as Exhibit D. Defendant Thomas also has left active all websites that he was ordered to disband and remove. *See* Website Printouts as accessed and dated August 15, 2016, attached as Exhibit E.

II. LAW AND ARGUMENT

Contempt is defined as "disobedience of, or resistance to, a lawful writ, process, order, rule, judgment, or command of the court: or officer." R.C. 2705.02. A hearing is required to determine whether defendant is guilty of contempt. R.C. 2705.05(A). Substantial fines may be imposed on the parties found guilty of contempt for violating a court order. *See Citicasters Co. v. Stop 26-Riverbend, Inc.* (7th App. Dist. 2002), 147 Ohio App, 3rd, 531, at 46-47 (a trial court's imposition of a \$10,000 per day fine was not an abuse of discretion). *Citicasters* held that the Court has discretion to punish contempt and to set appropriate fines, regardless of the statutory caps set forth in R.C. 2705.05. *See Id.* at 546-47; see also *Sechler v. Furtudo* (10th App. Dist. 1999), 1999 Ohio App. LEXIS 2036 ("a court's power to punish contempt by way of a penalty is not limited by the express monetary penalties set forth in R.C. 2705.05"). Additionally, imprisonment may be imposed for contempt of court. R.C. 2705.05; see also *Rice v. Rogers* (9th App, Dist. 1989), 61 Ohio. App. 3d 151, 572 N.E.2d 213.

In this case, Defendant Thomas has blatantly disobeyed this Court's orders as set forth in the Judgment Entry of June 6, 2016. *See* Exhibit A. Defendant Thomas has paid nothing towards the judgment against him. Plaintiff sent a letter to Thomas on July 18, 2016, however Defendant Thomas has remained has overly acted in complete and total disregard for this Court's Order.

Further, Defendant Thomas is actively violating the order prohibiting his engagement in the zeolite industry and is soliciting clients and customers. On August 10, 2016, Clayton Thomas sent a diatribe about Metron Nutraceuticals, "all over the industry." *See* attached Exhibit C. He further sent Facebook messages to Sean LaFave speaking about Metron and stated that he has a newer, more cost effective zeolite product coming to market. *Id.*

Clayton Thomas's defamation of and interference with Dr. Karapanos, defamation of and interference with Metron, and solicitation within the zeolite industry in violation of this Court Order does not stop at email and Facebook. He also left a voicemail for Andrew McGarry on or about July 17, 2016 where he stated:

I wanted to get this stuff handled so we can get the...product launched..[E]verything has been structured to make sure that things are protected. That I have no authority, no involvement...There's a separate company that [Dr. Fernando Diaz] and Christina have that are going to be the management company for that, that you'll be working with so the \$10 a bottle will go through that structure and entity... So give me a call and we can, uh, get this done. 'Cause I've got a bunch of people that need product, and I need to figure out what to do with them. I've gotta get more Vitality bottles produced, which I think I need to do anyway."

See Exhibit D.

Finally, in addition to Defendant Thomas's flagrant disregard for the Order against him, all websites that were ordered to be taken down remain active. His GoFundMe site is still active and open to accept donations and the HCF site is still up and running as of August 15, 2016. *See* Exhibit E.

Defendant Thomas continues to act in disregard of the judgment rendered against him. As Defendant Thomas has refused to act on his own accord, he must be forced to comply. As such, Plaintiff requests that Defendant Thomas be imposed penalties that are just and appropriate for each of Defendant Thomas's forgoing acts of disobedience and resistance of the Court's Order. Plaintiff further requests the costs and attorneys' fees incurred in preparing this Motion.

III. CONCLUSION

For the foregoing reasons, Plaintiff requests that Defendant Thomas be order to appear and show cause why he should not be held in contempt of court for his repeated violations of the Judgment Entry, and further request that this Court both punish and coerce his compliance by imposing additional monetary sanctions and all other punishments supported by law.

Respectfully submitted,

/s/ Ryan K. Rubin

RYAN K. RUBIN (0077367)

BRADLEY J. BARMEN (0076515)

SARAH BENOIT (0086616)

LEWIS BRISBOIS BISGAARD & SMITH, LLP

1375 E. 9th Street, Suite 1600

Cleveland, OH 4114

(216) 344-9422

(216) 344-9421 facsimile

Ryan.Rubin@lewisbrisbois.com

Brad.Barmen@lewisbrisbois.com

Sarah.Benoit@lewisbrisbois.com

Counsel for Plaintiff

Metron Nutraceuticals, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing was served by the Court's Electronic filing system and by U.S. mail on this 15th day of August 2016 upon:

Clayton Thomas
115 Penn Warren Dr., Suite 300-102
Brentwood, TN 37027

Personalized Healthcare Solutions, LLC
209 10th Avenue S,
Nashville, TN 37203

/s/ Ryan K. Rubin

RYAN K. RUBIN (0077367)
BRADLEY J. BARMEN (0076515)
SARAH BENOIT (0086616)
Counsel for Plaintiff
Metron Nutraceuticals, LLC

EXHIBIT A



94410974

FILED

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2016 JUN -6 P 3:37

METRON NUTRACEUTICALS, LLC
Plaintiff

Case No: CV-16-859345

CLERK OF COURTS
CUYAHOGA COUNTY

Judge: MICHAEL J RUSSO

CLAYTON THOMAS, ET AL.
Defendant

JOURNAL ENTRY

92 DEFAULT - FINAL

06/06/2016: HEARING HELD. COUNSEL FOR PLTF PRESENT; DEFT THOMAS APPEARED PRO SE; NO COUNSEL FOR DEFT PERSONALIZED HEALTHCARE SOLUTIONS, LLC APPEARED. COURT REPORTER PRESENT. MOTION FOR DEFAULT JUDGMENT, FILED 05/23/2016, IS GRANTED. OSJ. FINAL. COURT COST ASSESSED TO THE DEFENDANT(S).

Judge Signature

Date

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

METRON NUTRACEUTICALS,) Case No.: CV-16-859345
LLC.,)
) Judge Michael J. Russo
Plaintiff,)
) JUDGMENT ENTRY
vs.)
)
CLAYTON THOMAS, et al.,)
)
Defendants.)

This cause is before the Court on Plaintiff's Motion for Default Judgment. Plaintiff filed this action on February 22, 2016, seeking temporary restraining order, preliminary injunction, permanent injunction, declaratory judgment, compensatory damages, punitive damages, and attorneys fees. As Defendants Clayton Thomas and Personalized Healthcare Solutions, LLC (collectively, "Defendants") failed to plead or otherwise respond within the required time period as set forth by the Ohio Civil Rules, Plaintiff filed its Motion for Default Judgment on May 23, 2016.

Pursuant to Civ.R. 55, a hearing on Plaintiff's Motion for Default Judgment was held on June 6, 2016 at 1:30 p.m. Plaintiff presented evidence at this hearing including, but not limited to an affidavit of damages. Upon examination of the evidence presented at the hearing and as set forth in Plaintiff's affidavit of damages, and having been advised of the relevant facts, the Court hereby Orders:

1. Forfeiture of Defendant Thomas' 15.99% share in Plaintiff Metron Nutraceuticals, LLC due to his flagrant and continuing disregard for and breach of his fiduciary duties, contractual obligations and duties of loyalty and care owed to Metron Nutraceuticals, LLC.

2. ~~\$50,000~~ in monetary damages. *(\$50,863.55)*
(\$23,241.00 - cost of product not returned)
(\$35,317.15 - attorney fees)
(\$305.40 - court costs)

3. Defendant, Clayton Thomas, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:
 - a. Utilizing Metron's name, confidential information, trade secrets, and proprietary information for any purposes;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Accepting employment with, participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
4. Defendant PHS, by and through its owners, employees, or agents, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:
 - a. Utilizing Metron's confidential information, trade secrets, and proprietary information;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse and/or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
5. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shutdown <https://www.gofundme.com/tbktrs5u> all internet sites selling hydrolyzed zeolite products stolen and/or taken from Metron or Metron's packager;
6. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down www.hcfdetox.com;
7. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shut-down any part of any additional internet page selling any zeolite product including Metron's hydrolyzed zeolite product and/or publishing any of Metron's trade secrets and confidential information about hydrolyzed zeolites;

8. Defendants Clayton Thomas and PHS are hereby ordered to immediately return the remaining 2,616 bottles of CytoDetox.

IT IS HEREBY ORDERED.

June 6, 2016
DATE

Will J. Russo
JUDGE

EXHIBIT B

**LEWIS
BRISBOIS
BISGAARD
& SMITH LLP**
ATTORNEYS AT LAW

1375 E. 9th Street, Suite 1600
Cleveland, Ohio 44114
Telephone: 216.344.9422
Fax: 216.344.9421
www.lewisbrsbois.com

RYAN K. RUBIN
DIRECT DIAL: 216.344.9484
RYAN.RUBIN@LEWISBRISBOIS.COM

July 18, 2016

File No.
38079.2

VIA U.S. MAIL

Clayton Thomas
115 Penn Warren Drive
Suite 300-102
Brentwood, TN 37027

Personalized Healthcare Solutions, LLC
209 10th Avenue S.
Nashville, TN 37203

Re: **Metron Nutraceuticals, LLC v. Clayton Thomas, et al.**
Cuyahoga Court of Common Pleas - Case No.: CV-16-859345
Judge Michael J. Russo

Dear Mr. Thomas and Statutory Agent for Personalized Healthcare Solutions:

In follow-up to the Court's June 6, 2016 Order and Judgment Entry, more than one month has passed and Clayton Thomas (hereinafter "Thomas") has taken no steps to comply with the Court's Judgment Entry. Thomas has not forwarded payment of \$58,863.55 to Metron Nutraceuticals, LLC (hereinafter, "Metron"), Thomas has not posted a bond, Thomas has not returned Metron's property, did not terminate and shutdown www.hcfdetox.com or <https://www.gofundme.com/tbktrs5u>, and Thomas is believed to be actively violating the permanent injunction at paragraph 3, subparts b-d.

Thomas must comply with the Court Order and Judgment Entry, as set forth by Judge Michael Russo, Cuyahoga County Case CV-16-859345. As you know, the Court Order set forth the following, in pertinent part:

2. \$58,863.55 in monetary damages:

(\$23,241.00 – cost of product not returned)
(\$35,317.15 – attorney's fees)
(\$305.40 – court costs)

3. Defendant, Clayton Thomas, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:

- a. Utilizing Metron' s name, confidential information, trade secrets, and proprietary information for any purposes;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Accepting employment with, participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
4. Defendant PHS, by and through its owners, employees, or agents, was temporarily enjoined from all items listed below, and from the date listed below, he is now permanently enjoined from:
- a. Utilizing Metron's confidential information, trade secrets, and proprietary information;
 - b. Cooperating with, contracting with, negotiating, soliciting, diverting, or interfering with any company Metron has contracted with related to hydrolyzed zeolites;
 - c. Participating in a company, consulting, or contracting with any individuals or entities manufacturing, selling, or dealing with zeolite products; and
 - d. Supporting, advising, or participating with or in any future or ongoing business that is adverse and/or competitive with Metron, specifically as to zeolites, including but not limited to enjoining Thomas from any cooperating with or involvement in a company that is manufacturing, producing, selling, or distributing zeolites.
5. Defendants Clayton Thomas and PHS are hereby ordered to terminate and shutdown <https://www.gofundme.com/fbktrs5u> all internet sites selling hydrolyzed zeolite products stolen and/or taken from Metron or Metron's packager;
6. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shutdown www.hcfdetox.com;
7. Defendants Clayton Thomas and PHS are hereby ordered to immediately terminate and shutdown any part of any additional internet page selling any zeolite product including Metron's hydrolyzed zeolite product and/or publishing any of Metron's trade secrets and confidential information about hydrolyzed zeolites;

8. Defendants Clayton Thomas and PHS are hereby ordered to immediately return the remaining 2,616 bottles of CytoDetox.

Your compliance with Court Order is highly suggested, as your actions are causing further damage to Metron that will likely result in additional litigation.

Very truly yours,

/s/ Ryan K. Rubin

Ryan K. Rubin of
LEWIS BRISBOIS BISGAARD & SMITH LLP

EXHIBIT C

From: Mark Adams <mark@sozoglobal.com>
Date: August 11, 2016 at 10:20:25 EDT
To: Nikolaos Tsirikos-Karapanos <nikolaos.tsirikos@metronnutraceuticals.com>
Subject: Fwd: Metron RECALL

Clayton sent this all over the industry.

Sent from my iPhone

Begin forwarded message:

From: Clayton Thomas <detoxsmart@yahoo.com>
Date: August 10, 2016 at 12:25:12 PM CDT
To: Undisclosed recipients;;
Subject: Metron RECALL

This would never have happened if leadership, operations, production and manufacturing were done correctly and methodically instead of in a half hazard way. Metron would not listen. Metron has served papers to numerous people and they have betrayed themselves to the court system as a good corporation. Obviously this is not the case. The corruption is unbelievable, in my opinion. When I was served a restraining order for trying to help people with this product the right way, it was very hard for me to accept. Metron (Nikolaos Tsirikos-Karapanos) did not want to do business the way I thought it should be done. At that point all responsibility at Metron was theirs and so I was unable to help do this correctly and had zero ability to help and make sure things were done, "the right way."

This is why Dr. Christina Cook told Nikolaos at the BOD meeting she attended that in order to truly have a great product he had to do all the testing, research and proper reviews of every area surrounding this product before it would be safe to produce for human consumption. She told Nikolaos, his attorneys and the other individuals present that she was worried about the safety of the product and the labs and manufacturing where the versions of the product was produced. She said this in front of the entire group, if my memory is correct, her exact words were "the regulatory guidelines on human consumption for the FDA, as well as, as it pertains to its regulatory guidelines on manufacturing have to be followed, documented, and validated in order for this product to ever be successful or to help people the way it should." She insisted on proof and Nikolaos wouldn't provide it. Initially, I wasn't sure if he was the one that was right or if she was right but her way seemed long and costly to all of us at Metron at the time. My arguments for doing business properly fell on deaf ears. Nikolaos told her that she was wrong and that there would never be an issue because he and the company had followed all FDA guidelines and were using the best manufacturing company in the country and that he was the "expert" and not her. In front of the entire group she said, "I understand, but for me it is a major concern and in order for me to put my name behind anything, I would need to see and review all documentation." As a researcher and scientist that worked for major companies, it was a major concern and she was unwilling to work with Nikolaos and now I understand why.

There is a problem in healthcare when there are good people that want to make healthcare better and they have to deal with bad people that simply want to make money and don't care about the ramifications of bad actions or in how they produce something that can harm people.

It is a major concern and Metron simply wanted the product out there so they could make money. I called Dr. Christina Cook immediately when I got this and she said she didn't want to talk about Metron or this product. She is a brilliant scientist but due to my ignorance, I put her talent in jeopardy by allowing people to use her, like Nikolaos and others. I was a part of this and it was wrong and now she won't even work in this space when she has the ability to help so many people. She would not even discuss this with me today due to what has happened.

At the end of the day, we have choices. I made bad choices by trusting the wrong people and so did others. I also made a bad choice to not listen to Dr. Cook or to protect her in this space and now the talent behind this type of product won't even discuss it with me. This becomes a path of what we decide in life. We decide to do the right thing or the wrong thing. I have, unfortunately, not always followed the right path and now I understand that we can make good business and ethical decisions and still make money. This has been a good lesson for me and hopefully for others.

Heroes are often betrayed and portrayed by bad people as Villains. It has happened throughout history. One of my mentors and one of the greatest surgeons in the world, Dr. Fernando Diaz taught me this. One of the things that has stood out in my mind that he taught me is that bad people don't like good people. You can't choose Light and walk in the dark.

Since July of 2015, I have no longer been a part of Metron and I am glad. I have been working with networks of Providers to improve healthcare in this country. Dr. Fernando Diaz is the Medical Director and leader of this group. As stated previously, he has also become one of my mentors and is a role model to me of how I need to conduct myself as a leader. I wanted him to roll out the detox product, but, he, like Dr Cook, would not do it because he wanted proof in order to put his name behind it and thus, Dr. Diaz and the network, did not put their names behind any zeolite product. I was not happy about this but now I completely understand.

Dr. Diaz and the network, that he, Dr. Cook, and Dr. Tyo built, had numerous bad experiences with bad business and investment individuals. These people did not like the network because it has been focused on the production of evidence and research to prove what are the right products and right treatments for people and their health. During the years the companies were being built, numerous investors, distributors, and businessmen did not like what was being produced because it caused them to sell less and make less money if the products or treatments weren't needed or were proven to need changes or to have need of additional research-which cost money.

The Leadership of the network groups were attacked for doing the right thing and there was multiple attempt to get them to shut down. Through this, I saw true leadership that remained loyal and true to "doing the right thing for people." I never saw Dr. Diaz waiver. He remained strong, did the right thing, and stood up for the right cause even though it was not beneficial for him. I have watched one of the top Physicians in the world never waiver, never care about the

opinions of bad people, and never become flustered over the wrongful accusations of others. This has caused me to change how I view life. He is a Hero in every sense of the word. Distributors and Investors paying Drs under the table to perform medicine is wrong. Paying Drs to keep people well by following all OIG, regulatory, and legal guidelines, is the right way to conduct medicine and to help people. Focusing on wellness and diagnostics is as well. Dr. Diaz exemplifies all of this

In the end, this has taught me to do the right thing and to listen to others that know more than I do. Before, I thought I knew everything. Now, I understand that by not listening to the experts it is a bad decision. I also know that there is a right and wrong way to make money. I apologize if I worked with anyone and acted like I knew everything. I know now that it is the opposite. I am just learning. I am finally listening and I hope others do too.

Healthcare in this country can be better if we do the right thing. However, if we allow bad people to control it, then it won't get better. The court system needs to see the truth and so do the correct authorities at the FDA. Investors need to do the right thing. Healthcare companies need to care not JUST about money, but also about supporting and protecting the good people and the right things for people.

Please read links below on what has occurred with a product that is needed in some type of variation. In case you are taking this product, please know that you need to be educated and there are risks. Dr. Cook was right. I should have made others listen and I should have protected her intellectual knowledge. The product basis is good but this is the United States and I have now learned that in this country the FDA and the government have rules on how things need to be conducted from a consumer perspective and legal/regulatory oversight. This is why I have so much faith in working with the Dr network I work with currently. They do things the right way and they follow the correct pathways even when it isn't easy. They do this because of the leadership that build their foundation. The Drs in the group that did not care about doing things right, are obvious to see.

https://www.consumerlab.com/m/recall_detail.asp?recallid=12982

<http://www.fda.gov/Safety/Recalls/ucm515610.htm>

Clayton R Thomas

Search

Be the first person to like this.



Clayton Thomas

I commend Warren Phillips and the CytoDetox team for making sure people know that the product could be toxic. Why a manufacturer would ever have these issues is beyond me. Real science based and ethically driven manufacturers and production facilities should never have such a simple issue. When I was involved (I founded Metron and created the model for CytoDetox) and in charge of creating the relationships with packaging and manufacturing we need never had these issues. So glad I'm no longer responsible, this is deplorable. It is great to know people who have made a much better product with better pricing for practitioners and customers and enhanced technology in processing and production.

2 hours ago · Like · Reply



Write a comment...



Post



News Feed



Requests



Messenger



Notifications



More



Clayton Thomas

C

New version not through Metron is available next week. Just got new production run done. Water soluble and polarized. Stronger than any product produced. And clean.



Sean LaFave

C

Sweet!! What makes it stronger than Cytodetox? Do you know the wholesale / retail cost? Is it more cost effective?



Clayton Thomas

I

yes



Sean LaFave

Can you send info on it? Wholesale account, cost, promo stuff, etc...



Clayton Thomas

I

Wholesale \$30 retail \$64.95 promo stuff coming



Sean LaFave

I

Thanks! I appreciate it.



Clayton Thomas

I

Product is stronger than previous versions due to the proprietary process to polarize the fragments which increases their negative charge and potential



Sean LaFave

Thanks again! I appreciate the info. Always good to be as cutting edge as possible. I look forward to more info. I'm assuming this is a next generation of the cytodetox stuff?

EXHIBIT D

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO


METRON NUTRACEUTICALS, LLC) Case No.: CV-16-859345
)
Plaintiff,) Judge Michael J. Russo
)
vs.)
) AFFIDAVIT OF LEAH Z. DUGAN
CLAYTON THOMAS et al.,)
)
Defendants.)

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Now comes, Affiant, Leah Z. Dugan, duly sworn according to law, deposes and states as follows:

1. I am an adult of sound, body and mind, and hereby make the following Affidavit based upon my own personal knowledge.
2. I have listened to and completely transcribed the audio file of a voicemail left by Clayton Thomas.
3. Upon information and belief, Clayton Thomas's voicemail was received by Andrew McGarry of MyPro on July 17, 2016.
4. General counsel of MyPro and Mr. McGarry, Storm T. Kirschenbaum directly forwarded Mr. Thomas' voicemail to counsel for Metron Nutraceuticals on July 18, 2016.
5. The attached is a true and accurate transcript of the voicemail.

FURTHER AFFIANT SAYETH NAUGHT.

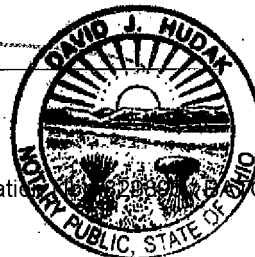


Leah Z. Dugan

Sworn to and subscribed in my presence this 15th day of August, 2016.



Notary Public



DAVID J. HUDAK
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
Sec 147.03 O.R.C.

Transcript of Voicemail From Clayton Thomas

Left for Andrew McGarry of My Pro by Clayton Thomas on July 17, 2016

Received from counsel for Mr. McGarry, Storm T. Kirschenbaum on July 18, 2016

“Hi, give me a call. I wanted to get this stuff handled so we can get the, get the product launched that you guys want.

Or if, uh, we do it, uh, another way.

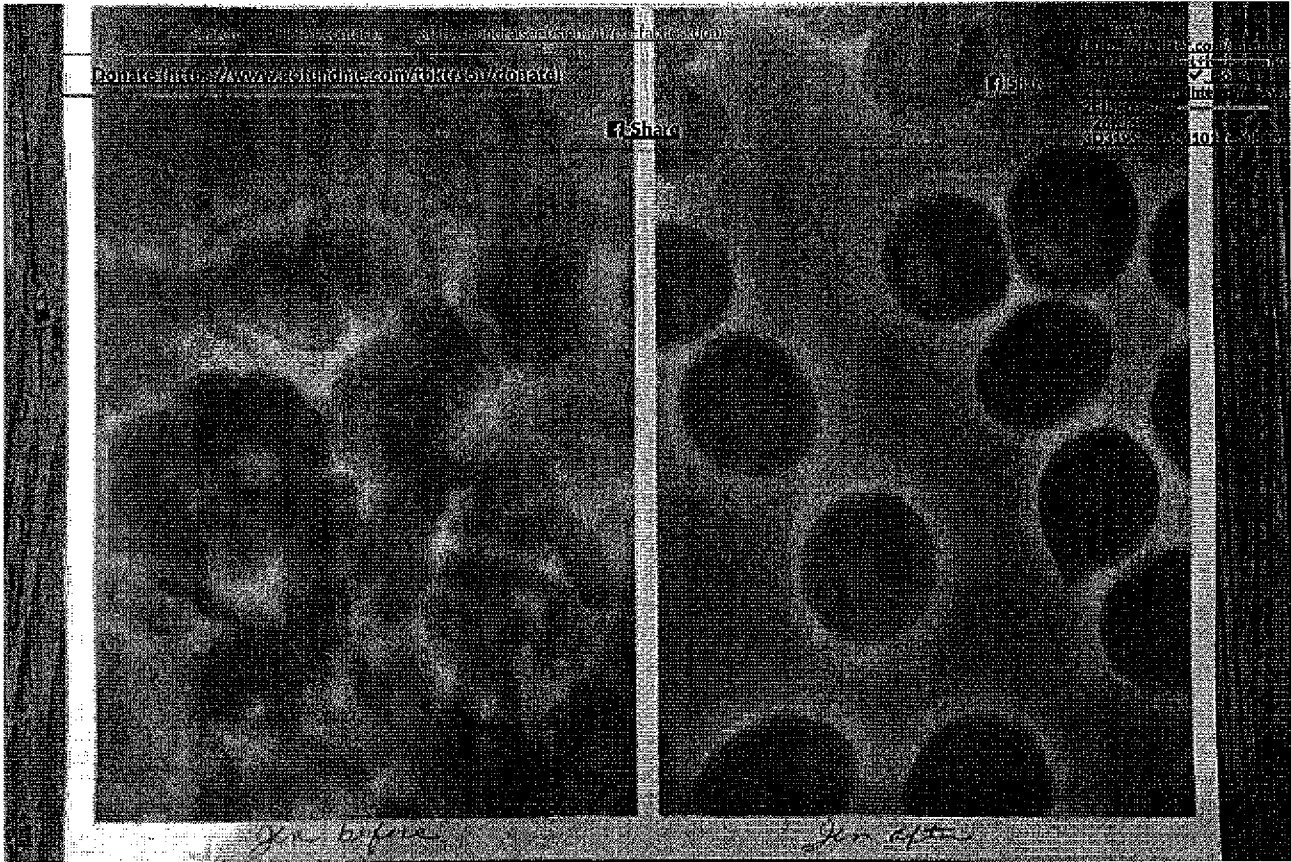
But, um, I have everything structured. Well, I don't have it structured. But everything has been structured to make sure that things are protected. That I have no authority, no involvement.

Christina, and Dr. Fernando Diaz, who actually owned, started, and runs MHSI, which is Michigan Head and Spine Institute in Detroit, and is also the medical director of Belmont Hospital is going to come on as the quote-unquote inventor, or um, person behind the product.

Un, there's a separate company that he and Christina have that are going to be the management company for that, that you'll be working with. So the \$10 a bottle will go through that structure and entity. So I am completely hands-off on all of it and everything is good to go.

So give me a call and we can, uh, get this done. 'Cause I've got a bunch of people that need product, and I need to figure out what to do with them. I've gotta get more Vitality bottles produced, which I think I need to do anyway.”

EXHIBIT E



Help Flint Kids Remove Toxic Lead

\$640 of \$1.0M goal

Raised by 7 people in 6 months

[Donate Now \(https://www.gofundme.com/tbktrs5u/donate\)](https://www.gofundme.com/tbktrs5u/donate)

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60 shares

<https://twitter.com/intent/tweet?text=Help+Flint+Kids+Remove+Toxic+Lead&url=https%3A%2F%2Fwww.gofundme.com%2Ftbktrs5u%26rcid%3D3195eea8631011e68815bc764e04c5a71>

Story

Updates 2



Clayton Thomas
on behalf of 3 windows ministries
[BRENTWOOD, TN \(https://www.gofundme.com/MyC.php?Route=Search&Term=37027&Country=US\)](https://www.gofundme.com/MyC.php?Route=Search&Term=37027&Country=US)

The events in Flint, MI have created a wakeup call for millions of people. We live in a toxic world!

Unfortunately the people of Flint, MI have now learned first hand just how truly toxic their environment was from the time the infrastructure for the city was laid out. This is no different than New York, Boston, Atlanta, Chicago and every other major metro area of the country.

It is one thing to provide water to those who need assistance with water. But as we are very well aware, water is not the problem in Flint. Lead and other toxins is the problem. So with your help, I want to help as many kids and adults as we can by passively removing the lead, mercury and other toxins from their bodies. I don't want to just raise money to help, I will be providing a literal solution to the problem.

Electronically Filed 08/15/2016 17:27 / MOTION / CV 16 859345 / Confirmation Nbr. 829896 / BATCH

We strive to give without being selfish, sometimes we fail and most of the time we are successful. Hence why these sites are so great. I'm giving you an opportunity to be a little selfish and still help others.



[Search](#) [Help/Contact](#) [Start a Fundraiser \(/sign-up?pc=tabdeskdon\)](#)

My name is Clayton Thomas. For the last decade I have become an expert in environmental toxicology and detoxification of heavy metals using a new, effective method. I own a biotech company that creates a passive liquid detoxification product that is very effective at removing heavy metals from the entire body.

[Tweet](#)
<https://twitter.com/Intent/text=Help+Flint+Kids+Remove+Toxic+Lead&ur=https%3A%2F%2Fwww.gofundme.com/tbktrs5u>
[Donate](#)
[Share](#)
26rcid%3D3125ea863f011e68815b

[Share](#)

Each \$80 donation made will provide 2 bottles (One bottle is a one month supply of product) to a member of the Flint community as well as a bottle sent to you for your own use.

If you just want to donate some change; a bottle will be donated to a child in need in Flint for every \$25 donated.

By working with associates in Flint, MI who have been in contact with the local pediatricians who are at the forefront of the issues we will be donating detox drops bottles to practitioners who can then provide product to children in need. This will also allow us to track results and report back on the benefits to the population.

Help yourself and help someone in need. Cleaning up the environment is really important. Cleaning up your own internal environment is imperative!

Thanks

Clayton Thomas



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<https://twitter.com/Intent/tweet?text=Help+Flint+Kids+Remove+Toxic+Lead&ur=https%3A%2F%2Fwww.gofundme.com/tbktrs5u>

+

3A%2F%2Fwww.gofundme.com%
2Ftbktrs5u%26rcld%
3D3195eea8631011e68815bc764e04c5a7)

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Q

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Donate (<https://www.gofundme.com/tbktrs5u/donate>)

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 3A%2F%2Fwww.gofundme.com%2Ftbktrs5u%26rcld%3D3195eea8631011e68815bc764e04c5a7)

Be the first to leave a comment on this campaign.

[Ask GoFundMe a Question / contact](#)

[Report Campaign / www.gofundme.com/contact?t=donation_page_report&url=tbktrs5u](https://www.gofundme.com/contact?t=donation_page_report&url=tbktrs5u)

\$640 of \$1.0M goal

Raised by 7 people in 6 months


Donate Now (<https://www.gofundme.com/tbktrs5u/donate>)

Share on Facebook



Created January 22, 2016

 Clayton Thomas 
 on behalf of 3 windows ministries
 9 BRENTWOOD, TN (<https://www.gofundme.com/Mvc.php?Route=Search&Term=37027&Country=US>)


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-  **\$160** 


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6 months ago

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Elaine Freeman
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- SE **\$80** 

Suzanne Erdelt
6 months ago

2



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3D3195eea8631011e68815b

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[Report Campaign \(/www.gofundme.com/contact?t=donation_page_report&url=tbktrs5u\)](https://www.gofundme.com/contact?t=donation_page_report&url=tbktrs5u)

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[Southern U.S. Storm Relief \(/2015-Storms\)](#)

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(https://twitter.com/Intent/t
text=Help+Flint+Kids+Remo
3A%2F%
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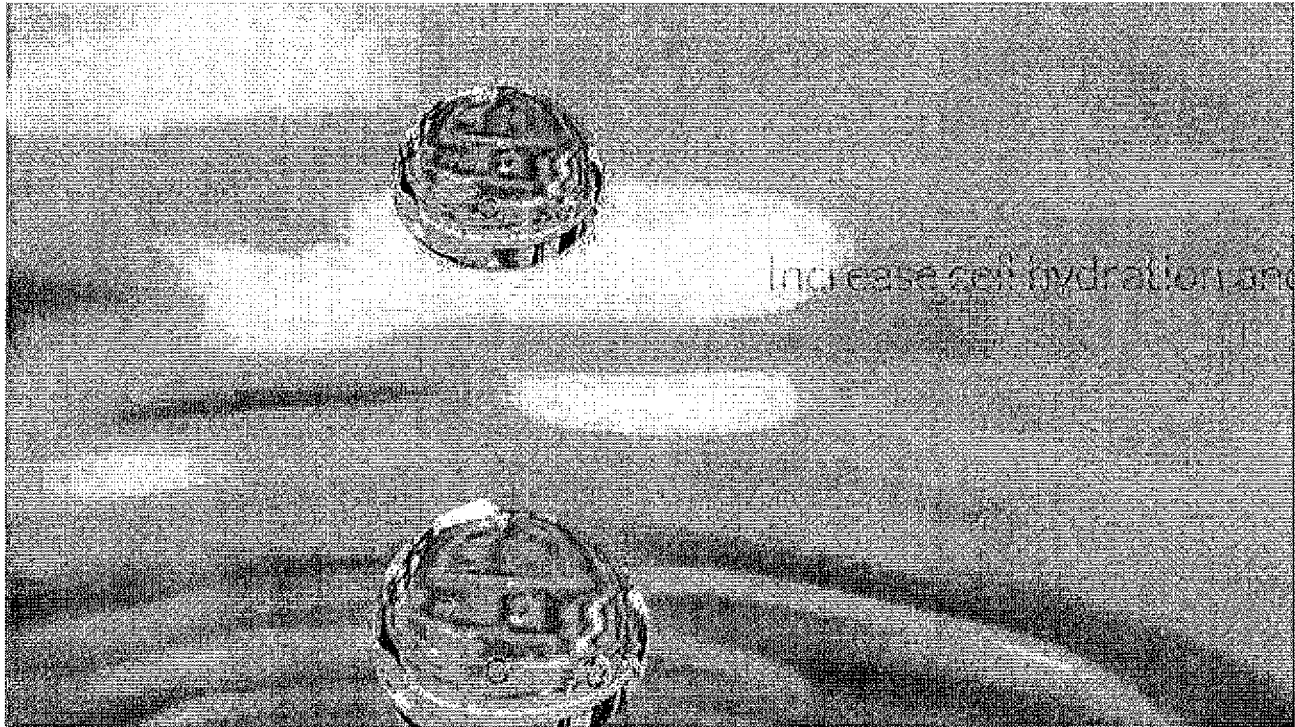
[Get Help \(/www.gofundme.com/contact?donation_page_question&url=24khuxw\)](https://www.gofundme.com/contact?donation_page_question&url=24khuxw)

Bring your fundraising ideas to life with an online donation website from GoFundMe!

© 2010 - 2016 GoFundMe

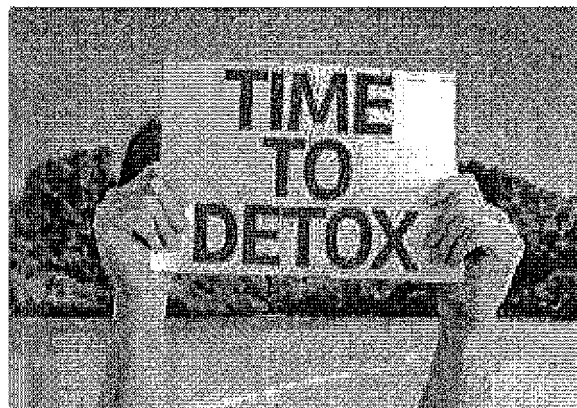
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HCF (Hydrolyzed Clinoptilolite Fragments)

Remove heavy metals and toxins from the body systemically.



Clinically proven benefits of HCF (Hydrolyzed Clinoptilolite Fragments):

- May safely remove heavy metals like mercury, cadmium, arsenic, lead, cesium, strontium, aluminum, uranium and others from your brain, tissue and cells.
- May effectively remove some bio-toxins such as black mold spores and Lyme spirochetes.
- May remove other environmental toxins including fluoridated, chlorinated and brominated compounds as well as pesticides and volatile organic compounds.
- May increase absorption of essential minerals and nutrients as well as super foods, herbs and essential oils and has been found to also make prescription medications more effective.
- May increase cell hydration, cell membrane efficiency, vitality, and energy.
- May reduce cellular body fat while increasing basal metabolic rate and lean mass.
- May inhibit and eliminate the replication of rapidly reproducing abnormal cells.
- May decrease inflammation
- May increase overall energy as well as mental focus and clarity, and provide more restful sleep and enhanced dreams.
- May enhance healthy fat loss when combined with diet and exercise.

- May increase electrical activity in the brain as well as increase memory.

What is Zeolite?

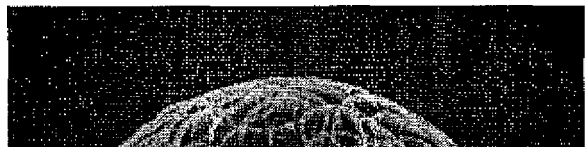
Natural zeolites were formed thousands of years ago when volcanic ash reacted with seawater. Unique in nature, zeolite is a negatively charged natural mineral whose honeycomb cage structure binds and traps toxic metals, such as mercury, cadmium, lead, Cesium-137, and strontium-90. C.

What is HCF (Hydrolyzed Clinoptilolite Fragments)?

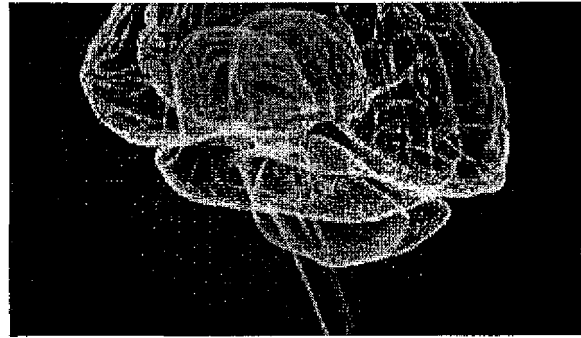
HCF (Hydrolyzed Clinoptilolite Fragments) is a one of a kind water soluble zeolite that is currently patent pending. There is no other viable patented zeolite process available on the market today. These water soluble fragments are 1 million times smaller than any other zeolite product ever conceived and have the ability to passively cross membranes in the body including the blood brain barrier. HCF (Hydrolyzed Clinoptilolite Fragments) is the gold standard of zeolite formulations and they may just be the gold standard for systemic detoxification of heavy metals and environmental toxins.

Features:

- HCF (Hydrolyzed Clinoptilolite Fragments) naturally, passively and systemically cleanses your cells and brain tissue from toxins.



- The patented HCF (Hydrolyzed Clinoptilolite Fragments) molecule is the only zeolite on the market using a process, making it 100% water soluble and able to enter the cells and cross the blood brain barrier.



- HCF (Hydrolyzed Clinoptilolite Fragments) cross the blood-brain barrier. They bind toxins to remove them safely from the body and brain.
- The constituent zeolite has “GRAS” (Generally Regarded As Safe) status as a food additive by the FDA.
- When toxins are removed inflammation decreases, hormones balance, health restores, weight is lost and lives are restored.
- The World Health Organization has stated and proven that heavy metals and other environmental toxins are the cause of over 90% of all of chronic health issues and disease.
- Pregnant women pass a lot of toxins on to their unborn babies. Therefore HCF (Hydrolyzed Clinoptilolite Fragments) Detox is highly recommended for future mothers prior to becoming pregnant.

Articles

Zeolite Detoxification

[Read more](#)

The Real Science Behind HCF

[Read more](#)

Ending the Zeo-Wars

[Read more](#)

A Personal Story



A close and personal friend has Lyme's disease. He has tried everything in the world but nothing really changed his situation. He is always very tired but continues to



work and lead a normal life. From the outside you wouldn't notice as he looks great and takes good care of himself. Not too long ago he even started a new business growing Micro Greens, built a greenhouse, planted his crops and now spends a decent amount of the day tending to his veggies, lots of physical work. When you talk to him and ask how he is doing, he will tell you he feels exhausted the whole day and his energy is extremely low. After getting up, he would rather climb back in bed than starting his day. Some days he would not even feel like taking a shower and jumped back in bed as that was his only option . As if it couldn't be worse an additional challenge from the affects of feeling this way is that he is been battling the waves of depression.

A few months ago I heard about HCF (Hydrolyzed Clinoptilolite Fragments) Detox and it's benefits and of course I thought of him immediately. I contacted him and shared that I had heard stories that several individuals with Lyme's disease were experiencing relief from the common symptoms like chronic fatigue. I also warned him that I wasn't sure if it would help, but why not give it a try. He said he would try it, but he had tried so many other things that he didn't have a lot of hope. He is pretty skeptical with new products and I can imagine after years of feeling horrible.

After a week had passed, I called to check in and see how things were going. He was actually feeling much better, but said he was also trying a couple of other things so he didn't know if it was the drops or the other things that was helping. In his opinion, he thought it could also be a placebo effect and at this point I decided to let him be and suggested he continue taking the drops.

After a couple months passed, he called and told me that he was out of HCF Detox and was back to feeling horribly tired and depressed.

He had not changed anything else in this life, so he thought that it must be the drops and was hoping I could get him another bottle right away. I provided him with more of the HCF Detox as requested and even though he felt so much better when taking them, as a skeptic, he still wasn't 100% sure. Because of this, he repeated the same behavior and stopped using the drops two more times until it became so obvious, he could no longer doubt what it was he was benefiting from.



Shortly after reintroducing the drops back into his daily diet the final time, he called and told me that he could work the entire day, had more than enough energy and he felt he had his life back again. This time he was convinced that it was most definitely the HCF Detox that was giving him a symptom free life.

More Information

- ▼ Comparison with Other Toxin Removal Methods
- ▼ Detoxification methods and product comparison
- ▼ Leading detoxification ingredients

Frequently Asked Questions

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95480393

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC
Plaintiff

CLAYTON THOMAS, ET AL.
Defendant

Case No: CV-16-859345

Judge: MICHAEL J RUSSO

JOURNAL ENTRY

08/29/2016 : CASE CALLED FOR HEARING ON PLAINTIFF'S MOTION FOR CONTEMPT. PLAINTIFF AND COUNSEL FOR PLAINTIFF APPEARED. NEITHER DEFTS NOR COUNSEL FOR DEFTS APPEARED BY 4:00 AND A HEARING WAS HELD. COURT REPORTER PRESENT. D1 CLAYTON THOMAS'S MOTION TO CONTINUE, FILED 08/26/2016, IS DENIED. P1 METRON NUTRACEUTICALS, LLC'S MOTION FOR CIVIL CONTEMPT AGAINST CLAYTON THOMAS AND REQUEST FOR HEARING TO SHOW CAUSE WHY CLAYTON THOMAS SHOULD NOT BE HELD IN CONTEMPT OF COURT, FILED 08/15/2016, IS UNOPPOSED AND GRANTED. DEFT CLAYTON THOMAS IS FOUND TO BE IN INDIRECT CIVIL CONTEMPT OF COURT IN VIOLATION OF R.C. 2705.02 FOR RESISTING A LAWFUL ORDER OF THE COURT. DEFT THOMAS IS ORDERED TO COMPLY WITH THIS COURT'S ORDER OF JUNE 6, 2016. BEGINNING 08/31/2016, DEFT THOMAS WILL BE FINED \$100 PER DAY OF NONCOMPLIANCE WITH THIS COURT'S ORDER. THE COURT SETS A HEARING ON THOMAS' CRIMINAL CONTEMPT OF COURT AS FOLLOWS IN COURTROOM 17-C: HEARING SET FOR 10/11/2016 AT 02:00 PM. IF THOMAS FAILS TO APPEAR OR FAILS TO CURE HIS CONTEMPT OF COURT BEFORE THE HEARING, A WARRANT WILL BE ISSUED FOR HIS ARREST. SO ORDERED.

Judge Signature

08/29/2016

EXHIBIT F

08/29/2016

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08/29/2016 18:14:33
NAILAH K. BYRD, CLERK



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

MOTION Electronically Filed:
October 10, 2016 16:05

By: RYAN K. RUBIN 0077367

Confirmation Nbr. 878086

METRON NUTRACEUTICALS, LLC

CV 16 859345

vs.

Judge:

CLAYTON THOMAS, ET AL.

MICHAEL J. RUSSO

Pages Filed: 52

EXHIBIT G

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC.,	)	Case No.: CV-16-859345
)	
Plaintiff,	)	Judge Michael J. Russo
)	
vs.	)	<u>MOTION SUBMITTING</u>
	)	<u>SUPPLEMENTAL EVIDENCE IN</u>
CLAYTON THOMAS, et al.,	)	<u>SUPPORT OF CLAYTON THOMAS'</u>
	)	<u>CONTEMPT AND FOR SANCTIONS</u>
)	
Defendants.)	

NOW COMES Plaintiff, Metron Nutraceuticals, LLC (hereinafter, "Metron"), and hereby submits supplemental evidence in support of Clayton Thomas' continued violation of this Court's June 6, 2016 Order.

Since the Court's June 6, 2016 Order, Clayton Thomas (hereinafter, "Thomas") has failed to fulfill his Court Ordered obligations. Thomas' actions in violation of the Court Order and continued actions against Metron resulted in Metron's August 15, 2016 Motion for Civil Contempt and Metron's August 26, 2016 filing of supplemental evidence in support of the same. Numerous exhibits were attached to each motion.

On August 29, 2016, a duly noticed hearing on Thomas' contempt was conducted, Thomas failed to appear despite receiving adequate notice, and the Court set forth the following Order:

CASE CALLED FOR HEARING ON PLAINTIFF'S MOTION FOR CONTEMPT. PLAINTIFF AND COUNSEL FOR PLAINTIFF APPEARED. NEITHER DEFTS NOR COUNSEL FOR DEFTS APPEARED BY 4:00 AND A HEARING WAS HELD. COURT REPORTER PRESENT. D1 CLAYTON THOMAS'S MOTION TO CONTINUE, FILED 08/26/2016, IS DENIED. P1 METRON NUTRACEUTICALS, LLC'S MOTION FOR CIVIL CONTEMPT AGAINST CLAYTON THOMAS AND REQUEST FOR HEARING TO SHOW CAUSE WHY CLAYTON THOMAS SHOULD NOT BE HELD IN CONTEMPT OF COURT, FILED 08/15/2016, IS UNOPPOSED AND GRANTED. DEFT CLAYTON THOMAS IS FOUND TO BE IN INDIRECT CIVIL CONTEMPT OF COURT IN VIOLATION OF R.C. 2705.02 FOR

RESISTING A LAWFUL ORDER OF THE COURT. DEFT THOMAS IS ORDERED TO COMPLY WITH THIS COURT'S ORDER OF JUNE 6, 2016. BEGINNING 08/31/2016, DEFT THOMAS WILL BE FINED \$100 PER DAY OF NONCOMPLIANCE WITH THIS COURT'S ORDER. THE COURT SETS A HEARING ON THOMAS' CRIMINAL CONTEMPT OF COURT AS FOLLOWS IN COURTROOM 17-C: HEARING SET FOR 10/11/2016 AT 02:00 PM. IF THOMAS FAILS TO APPEAR OR FAILS TO CURE HIS CONTEMPT OF COURT BEFORE THE HEARING, A WARRANT WILL BE ISSUED FOR HIS ARREST. SO ORDERED. NOTICE ISSUED

Thomas not only continues to violate the Court's June 6, 2016 Order, but Thomas has continued his misconduct even since receipt of this Court's August 29, 2016 Order. In support of Thomas' noncompliance, Metron submits to the Court the attached supplemental evidence:

Exhibit A: Correspondence from September 21-22, 2016 wherein Thomas attempted to complete sales and engaged in conduct in direct competition with Metron—in violation of Court Order.

Exhibit B: Google search results for hcfdetox website, and serial screenshots of Thomas' competing zeolite website from 10-10-16, 09-28-16, 09-09-16, 09-01-16, and 08-31-16.¹

Exhibit C: Serial screenshots of Thomas' GoFundMe page that was never removed from the internet as required by Court Order (date of each screenshot in at the top of each page).

Related to Exhibit A, page 2 of the exhibit demonstrates that Thomas is attempting to directly compete with Metron's CytoDetox. On September 22, 2016, Thomas states:

On 22 Sep 2016, at 1:54 AM, Clayton Thomas <detoxsmart@yahoo.com> wrote:
Simon,
Happy to help. I can take your order and ship product to you when ready as well.
The product is safe and has no negative side effects.
We just produced a new formula called Vitality that is more advanced than the
CytoDetox formulation we have. Here is some info on the product.

¹ Please note that Thomas modified hcfdetox.com so that when hcfdetox.com is typed into google's browser, hcfdetox pages appear on the search results, then when a link is clicked, a user is routed to Thomas' identical webpage with the exception that it is now titled after Thomas' competing product, Vitality, page, <https://vitalitydetoxdrops.com> Previously submitted in evidence through the President of Alphagraphics, Thomas used Alphagraphics to create labels titled Vitality for his zeolite product. This Vitality website contains articles by Thomas about the product, about Dr. Karapanos, and sells the product, in violation of the Court Orders.

You can get info at hcfdetox.com I'll save you some money on the order when you are ready.

Clayton R Thomas
Direct: (206) 419-8225
From: Clayton Thomas <detoxsmart@yahoo.com>
Date: 22 September 2016 at 9:35:36 AM AEST
To: little.l.northbondi@gmail.com
Subject: Re: cytodetox instructions

I am innately knowledgable of the production of both products. I created both versions.

Vitality is a process of hydrolysis using cryogenic fracking, thermal shock and acid cleaning system followed by a proprietary polarization process to enhance the charge of the crystals.

CytoDetox is a hydrolyzed fragment. The product just had an FDA recall due to the poor manufacturing.

Clayton R Thomas
Direct: (206) 419-8225

Entered into evidence in this matter at the August 29, 2016 show cause hearing and attached as Exhibit D to Metron's August 15, 2016 Motion for Civil Contempt was a verified transcript of a voicemail Metron secured wherein Thomas left a message for Andrew McGarry of MyPro on July 17, 2016. In that voicemail, Thomas describes his plan for circumventing this Court's June 2016 Order.

Since the August 29, 2016 finding of indirect civil contempt and granting of sanctions, Thomas' conduct has continued. Exhibit A attached hereto demonstrates that Thomas is soliciting sales and directly competing with Metron. Exhibits B and C further demonstrate that Thomas has not taken down his websites. In fact, Exhibit B demonstrates that Thomas took affirmative steps to market his Vitality product by re-routing his hcfdetox website to <https://vitalitydetoxdrops.com>. Exhibit A establishes that Vitality is his product.

All efforts by Metron and undersigned counsel since June 6, 2016 related to Thomas' continued conduct should not have been necessary. Fees related to the Appeal (which

undersigned expects to be dismissed in the near future) are not included in the Affidavit of Fees attached hereto as Exhibit D. Metron requests an award of fees in the amount of \$6,000, in addition to the attorneys fees previously granted on June 6, 2016. Metron further requests any and all other relief the Court deems just and equitable.

Respectfully submitted,

/s/ Ryan K. Rubin

RYAN K. RUBIN (0077367)

BRADLEY J. BARMEN (0076515)

SARAH BENOIT (0086616)

LEWIS BRISBOIS BISGAARD & SMITH, LLP

1375 E. 9th Street, Suite 1600

Cleveland, OH 4114

(216) 344-9422

(216) 344-9421 facsimile

Ryan.Rubin@lewisbrisbois.com

Brad.Barmen@lewisbrisbois.com

Sarah.Benoit@lewisbrisbois.com

Counsel for Plaintiff

Metron Nutraceuticals, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing was served by the Court's Electronic filing system and by U.S. mail on this 10th day of October 2016 upon:

Clayton Thomas
115 Penn Warren Dr., Suite 300-102
Brentwood, TN 37027

Personalized Healthcare Solutions, LLC
209 10th Avenue S,
Nashville, TN 37203

/s/ Ryan K. Rubin

RYAN K. RUBIN (0077367)

BRADLEY J. BARMEN (0076515)

SARAH BENOIT (0086616)

Counsel for Plaintiff

Metron Nutraceuticals, LLC

On Sep 21, 2016, at 3:11 AM, Simon Kanoon <little.l.northbondi@gmail.com> wrote:

I am wanting to purchase the product called cytodetox. I am a little concerned about using it. can you please give me some information about it and how its used each and everyday

Kind Regards

Simon Kanoon

+61 404 01 00 11

little.l.northbondi@gmail.com

www.little-l.com.au

1/23-37 Campbell Parade, North Bondi NSW 2026,Australia

On Sep 21, 2016, at 6:15 PM, little.l.northbondi@gmail.com wrote:

Hi Clayton

Can you prove that this new product is better, more advanced. If so, then how does it differ from cytodetox.

Kind Regards

Simon Kanoon

Little.l.NorthBondi@gmail.com

+614 0401 00 11

----- Forwarded message -----

From: <little.l.northbondi@gmail.com>

Date: Wed, Sep 21, 2016 at 9:38 PM

Subject: Fwd: cytodetox instructions

To: kim@hcfseminars.com

Hi Kim,

Is there any truth in what this guy is saying about cytodetox?

I am a little concerned about his reply comments.

Can you maybe speak to Dr Daniel Pompa and see what is going on.

EXHIBIT A

Thank you

Kind Regards

Simon Kanoon
Little.l.NorthBondi@gmail.com
[+614 0401 00 11](tel:+61404010011)

On 22 Sep 2016, at 1:54 AM, Clayton Thomas <detoxsmart@yahoo.com> wrote:

Simon,

Happy to help. I can take your order and ship product to you when ready as well.

The product is safe and has no negative side effects.

We just produced a new formula called Vitality that is more advanced than the CytoDetox formulation we have. Here is some info on the product.

You can get info at hcfdetox.com I'll save you some money on the order when you are ready.

Clayton R Thomas
Direct: [\(206\) 419-8225](tel:(206)419-8225)

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From: Clayton Thomas <detoxsmart@yahoo.com>
Date: 22 September 2016 at 9:35:36 AM AEST
To: little.l.northbondi@gmail.com
Subject: Re: cytodetox instructions

I am innately knowledgable of the production of both products. I created both versions.

Vitality is a process of hydrolysis using cryogenic fracking, thermal shock and acid cleaning system followed by a proprietary polarization process to enhance the charge of the crystals.

CytoDetox is a hydrolyzed fragment. The product just had an FDA recall due to the poor manufacturing.

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----- Forwarded message -----

From: **Kim Robinson** <kim@hcfseminars.com>

Date: Thu, Sep 22, 2016 at 2:58 PM

Subject: Fwd: cytodetox instructions

To: Mark Lowe <mark@drpompa.com>

Kim Robinson

Manager, Customer Service, Shipping, & Inventory

REVELATION HEALTH LLC

vitamins / natural health food / supplements

kim@hcfseminars.com

[1.888.600.0642](tel:1.888.600.0642)

On Sep 22, 2016, at 15:18EDT, Mark Lowe <mark@drpompa.com> wrote:

Warren, Bill and Dr. Nikolaos,

Roy asked me to make the three of you aware of this email that Kim received from a potential customer today.

Mark

Mark Lowe

Office Manager &

Director of Web Development

mark@drpompa.com • Skype: lowedog



hcfdetox zeolite



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Did you mean: **hcg detox** zeolite

Zeolite Detoxification - HCF Detox

<https://hcfdetox.com/highlight/zeolite-detoxification/>
 The amount of **zeolite** you get with each dose and the amount of money you pay for the product primarily. A powder is a powder whether it is in water or not.

Ending the Zeo-Wars - HCF Detox

<https://hcfdetox.com/highlight/ending-the-zeo-wars/>
 A decade of arguments about the best **zeolite** "solution" ends! Clayton Thomas. History. **Zeolites**, specifically clinoptilolite, have a long documented history of use ...

Vitality Detox Drops

<https://vitalitydetoxdrops.com/> ▾
 Vitality Detox Drops is the gold standard of **zeolite** formulations and may just be the gold standard for systemic detoxification of heavy metals and environmental ...

Soluble zeolite breakthrough? CytoDetox hydrolyzed clinoptilolite lab ...

www.naturalnews.com/052164_Zeolites_CytoDetox_heavy_metals_lab_tests.html ▾
 Dec 1, 2015 - (NaturalNews) As part of my continued investigation into **zeolite** composition and **zeolite** products, I've just completed an elemental analysis of ...

Heal Yourself with Danielle Brooks - Zeolite Detox with ... - YouTube



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like zeolitepurereview.com websites - JC-Bingo

<https://www.jc-bingo.com/search?p=3&mlt=0072E06A> ▾
 Results 201 - 300 of 4466826 - First, let's mention that **Zeolite**, a mineral or rock, is not water soluble. COM - **HCF Detox** Home - **HCF Detox**. Remove heavy ...

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 Sep 9, 2016 - Heal Yourself with Danielle Brooks - **Zeolite** Detox with Clayton Thomas · New Earth Nation 2016 May 31. Host Danielle Brooks talks with ...

Thomas Clayton - World News

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VITALITY

Detox Drops

Soluble Zeolite Solution

(Clinoptilolite Fragments)

Safe, Simple, Systemic Cellular Detoxification Support!

Clinically proven benefits of VITALITY Detox Drops

(Clinoptilolite Fragments):

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- May safely remove heavy metals like mercury, cadmium, arsenic, ~~lead~~, cesium, strontium, aluminum, uranium and others from your brain, tissue and cells.
- May effectively remove some bio-toxins such as black mold spores and Lyme spirochetes.
- May remove other environmental toxins including fluoridated, chlorinated and brominated compounds as well as pesticides and volatile organic compounds.
- May increase absorption of essential minerals and nutrients as well as super foods, herbs and essential oils and has been found to also make prescription medications more effective.
- May increase cell hydration, cell membrane efficiency, vitality, and energy.
- May reduce cellular body fat while increasing basal metabolic rate and lean mass.
- May inhibit and eliminate the replication of rapidly reproducing abnormal cells.
- May decrease inflammation
- May increase overall energy as well as mental focus and clarity, and provide more restful sleep and enhanced dreams.
- May enhance healthy fat loss when combined with diet and exercise.
- May increase electrical activity in the brain as well as increase memory.



What is Zeolite?

Natural zeolites were formed thousands of years ago when volcanic ash reacted with seawater. Unique in nature, zeolite is a negatively charged natural mineral whose honeycomb cage structure binds and traps toxic metals, such as mercury, cadmium, lead, Cesium-137, and strontium-90. C.

What is VITALITY Detox Drops (Clinoptilolite Fragments)?

VITALITY Detox Drops (Clinoptilolite Fragments) is a one of a kind water-soluble zeolite solution that is currently patent pending and is the most advanced technology for delivering a safe and non-toxic zeolite product systemically. These water-soluble fragments are over a million times smaller than any other zeolite product available today and have the ability to passively cross membranes in the body, including the blood-brain barrier. Vitality Detox Drops is the gold standard of zeolite formulations and may just be the gold standard for systemic detoxification of heavy metals and environmental toxins.

Zeolite Product Comparisons – Powders or Suspensions compared to Soluble Zeolite Solutions

Ninety-nine percent of all Zeolite products are either powders or suspensions that are unable to cross the cellular membrane of a healthy gastrointestinal tract and are therefore not bio-available to the human

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system. These products are no comparison to a “soluble Zeolite solution” that works systemically. 

Until recently, the only available “soluble Zeolite solution” that provided systemic delivery was a manufacturing process utilizing only “Hydrolyzed Clinoptilolite Fragmentation”. Due to the concentrated strength of this product, it was only available through medical professionals, however, many users reported strong detoxification symptoms and could only continue its use under the close observation of their doctors.

It’s also important to note that the only manufacturer of this soluble Zeolite solution “Hydrolyzed Clinoptilolite Fragmentation” has issued a product recall due to a potential risk of contamination with the bacteria *Burkholderia cepacia*.

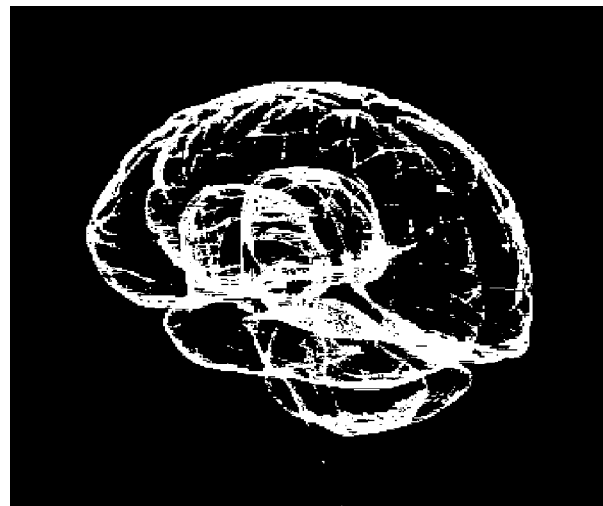
Fortunately, the scientific breakthrough of Vitality Detox Drops water soluble Zeolite solution is now available. Our proprietary patent pending technology for a safe, bioavailable, systemic delivery is so advanced, that our 250mg formula is more effective than our competitors “Hydrolyzed” 350mg to 500mg formulas! Test results, including heavy metal challenge tests and live blood cell analysis, show greater efficacy and users report experiencing “zero to none” detoxification symptoms as compared to our competitors stronger concentrated formula. More is not always better!

Features of VITALITY Detox Drops (Clinoptilolite Fragments):

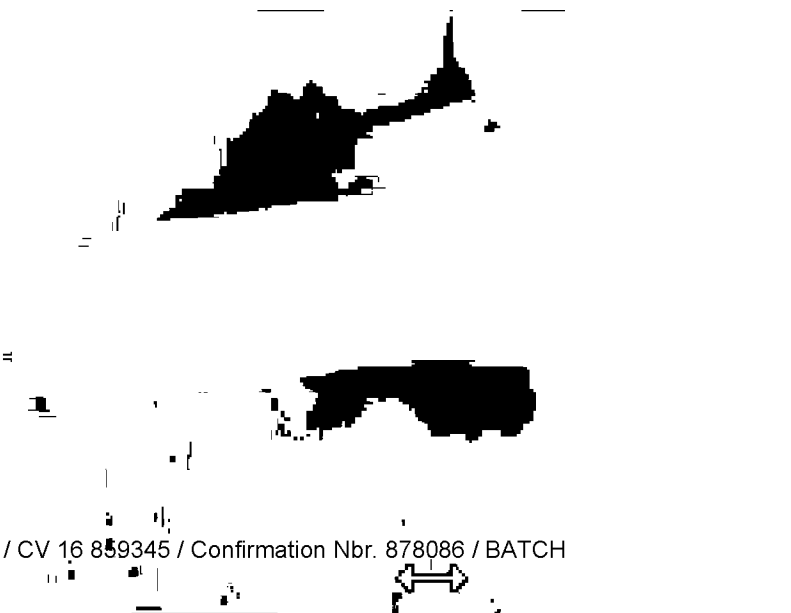
- The patent pending VITALITY Detox Drops molecule is the most advanced and safe water-soluble Zeolite product available on the market today.
- VITALITY Detox Drops naturally, passively and systemically cleanses your cells and brain tissue from toxins.
- VITALITY Detox Drops has the ability to cross the blood-brain barrier safely binding toxins to remove them from the brain and body.

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- The constituent zeolite has “GRAS” (Generally Regarded As Safe) status as a food additive by the FDA.
- When toxins are removed inflammation decreases, hormones balance, health restores, weight is lost and lives are restored.
- The World Health Organization has stated and proven that heavy metals and other environmental toxins are the cause of over 90% of all of chronic health issues and disease.
- Pregnant women pass a lot of toxins on to their unborn babies. Therefore VITALITY Detox Drops is highly recommended for future mothers prior to becoming pregnant.



Articles

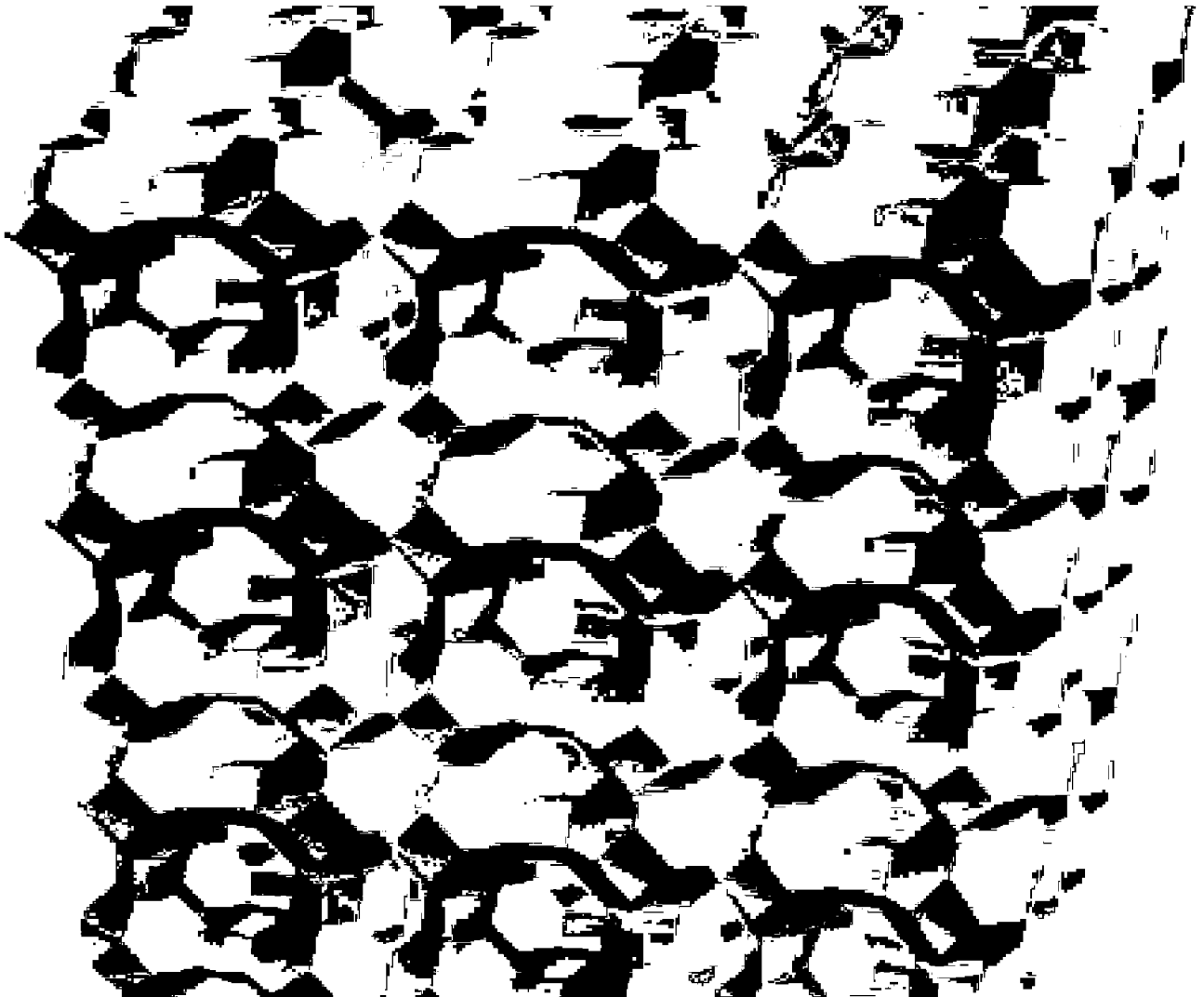


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Zeolite Detoxification

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The Real Science Behind HGF
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Ending the Zeo-Wars

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A Personal Story

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A close and personal friend has Lyme's disease. He has tried everything in the world but ~~nothing~~ nothing really changed his situation. He is always very tired but continues to work and lead a normal life.



From the outside, you wouldn't notice as he looks great and takes good care of himself. Not too long ago he even started a new business growing Micro-Greens, built a greenhouse, planted his crops and now spends a decent amount of the day tending to his veggies, lots of physical work. When you talk to him and ask how he is doing, he will tell you he feels

exhausted the whole day and his energy is extremely low. After getting up, he would rather climb back in bed than starting his day. Some days he would not even feel like taking a shower and jumped back in bed as that was his only option. As if it couldn't be worse an additional challenge from the effects of feeling this way is that he is been battling the waves of depression.

A few months ago I heard about VITALITY Detox Drops and it's benefits and of course, I thought of him immediately. I contacted him and shared that I had heard stories that several individuals with Lyme's disease were experiencing relief from the common symptoms like chronic fatigue. I also warned him that I wasn't sure if it would help, but why not give it a try. He said he would try it, but he had tried so many other things that he didn't have a lot of hope. He is pretty skeptical with new products and I can imagine after years of feeling horrible.

After a week had passed, I called to check in and see how things were going. He was actually feeling much better but said he was also trying a couple of other things so he didn't know if it was the drops or the other things that were helping. In his opinion, he thought it could also be a placebo effect and at this point, I decided to let him be and suggested he continue taking the drops.

After a couple months passed, he called and told me that he was out of VITALITY Detox Drops and was back to feeling horribly tired and depressed. He had not changed anything else in this life, so he thought that it must be the drops and was hoping I could get him another bottle right away. I provided him with more of the VITALITY Detox Drops as requested and even though he felt so much better when taking them, as a skeptic, he still wasn't 100% sure. Because of this, he repeated the same behavior and stopped using the

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drops two more times until it became so obvious, he could no longer doubt what it was he was benefiting from.

Shortly after reintroducing the drops back into his daily diet the final time, he called and told me that he could work the entire day, had more than enough energy and he felt he had his life back again. This time, he was convinced that it was most definitely the VITALITY Detox Drops that was giving him a symptom-free life.



More Information

- ✓ Comparison with Other Toxin Removal Methods
- ✓ Detoxification methods and product comparison
- ✓ Leading detoxification ingredients

Frequently Asked Questions

FAQ

CAN I TAKE VITALITY DETOX DROPS WITH MY MEDICATION? 

Yes. It is important to work with your prescribing physician when using VITALITY Detox Drops in conjunction with medications as it is common that as your system becomes detoxified that the amount of a prescription needed may decrease. Monitoring with your physician is important.

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IS THIS PRODUCT SAFE FOR KIDS?



IS IT SAFE TO USE DURING PREGNANCY?



IS IT NORMAL TO FEEL DEHYDRATED?



CAN YOU TAKE TO MUCH OR OVERDOSE?



ARE THERE DOUBLE BLIND STUDIES OR OTHER RESEARCH I CAN READ?



HOW DOES VITALITY DETOX DROPS COMPARE WITH CHELATION METHODS?



WHAT IS THE MOST IMPORTANT THING TO REMEMBER WHEN TAKING VITALITY DETOX DROPS?



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Ending the Zeo-Wars

A decade of arguments about the best zeolite “solution” ends!

Clayton Thomas

History

Zeolites, specifically clinoptilolite, have a long documented history of use for cleaning up the environmental. The first recorded instances date back to Roman times when the Roman Empire used clinoptilolite to line the aqueducts to assure their water supply was free of lead.

More recently, clinoptilolite has proven use to bind toxins, chemicals and heavy metals using methods many people are familiar with but me be unaware that is the zeolite doing the

work. From kitty litter, air purification and water filters (your

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refrigerator probably has some clinoptilolite in its filter) to environmental cleanup of the worst nuclear disasters and environmental spills, clinoptilolite



is being used today. If you remember seeing the advertisements for the “green bags” that keep fruit and veggies fresh longer. The lining inside those bags is the same zeolite; the clinoptilolite is used to bind nitrogen to keep the fruit from spoiling.

The main point to understand is this; clinoptilolite is proven and recognized as the most effective natural method to bind heavy metals and environmental toxins and remove them from the environment. It is the reason they were created. A volcanic mineral with a natural negative charge and honeycomb structure that acts like nature's sieve to bind toxins in the environment. The volcanic eruptions which created the zeolite beds across the globe also spewed out tons of heavy metals like mercury, lead and aluminum amongst other toxins. Without a natural purification system, our existence would have been minimized as the environment would have been too toxic for life to sustain.

Human Consumption Introduction

A little over 20 years ago the first powdered zeolite products came to the market. The first two products were known as Esdifan and Destroxin both of which are micronized powders of clinoptilolite and are sold for their ability to bind toxins and water in the gut and for use as anti-diarrheal products.

Powdered zeolite products (both powder and suspension) work very well for just that; as when clinoptilolite is ground into a powder and consumed by capsule or powder it has an amazing ability to work within the gut to do what the zeolite does naturally, bind the bad stuff and remove it.

Over the last 15 years, significant research done on the power of this zeolite validating the efficacy of the mineral to bind everything from mercury, lead, aluminum and arsenic to cesium-137, strontium-90 and uranium-233, viral particles, hexavalent chromium (remember the movie Erin Brockovich) and beyond. There are additional published articles from research done in Croatia proving that for some reason the mineral has an innate ability to up-regulate (reactivate) tumor suppressor genes in abnormal cells when a powdered suspension (small amount of powder mixed in water) was injected directly into growths of abnormal cells in rats. There

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are currently over 300 published clinical studies on clinoptilolite on pubmed.gov that validate this mineral's unique properties.

Powders and Suspensions

10 years ago a new industry was created with the first introduction of a zeolite suspension. A suspension in terms of chemistry is NOT a liquid or a solution. Think of Kool Aid where you can mix some powder in water and it appears to go into solution and become "part of" the water but if you add enough you see it begin to settle on the bottom of the glass.

These are suspensions. Insoluble particles mixed in water to make them easier to deliver. **THEY ARE NOT LIQUIDS!**



This is where claims and facts start to get a little mixed up. Remember, clinoptilolite and other zeolites are rocks, crystals formed from ash and lava mixing in sea water. If you are to grind up a rock and mix a little bit in water given that the rock is a solid and is not water soluble you can only create a suspension. This also means that this suspension of a solid could not cross a cellular membrane of a healthy gastrointestinal tract.

Some of the particles get into the blood stream via leaky gut issues which allows particles that should not typically cross the membrane of the GI tract to get into the blood stream before being flushed out of the body via the kidneys in a few hours. This process has great benefit by helping to briefly remove some toxins from the blood stream and is also the reason that companies selling suspensions will claim their product has a transit time of 4-6 hours. If these suspensions do go beyond the gut, the body knows to remove them quickly as they are not water soluble and too large to function beyond the gut.

These suspensions have primarily been sold through direct sales or direct to consumer websites. They have had a great run in the market place, having sold hundreds of millions of dollars of product over the last 10 years. But this distribution model has led to distributors being misinformed by companies to sell a story that is not true or factual. These products have a few names: Natural Cellular Defense (NCD), PureBody, PureBody Extra Strength, ACZ Nano, Zetox and The Liquid Zeolite amongst a few others with much less recognition.

What is funny is that all of these products claim to be different and special in some “unique” manner. Yet not a single one has a patent to support the process to create the formula or has any hard core analytical chemistry to support that the products are anything more than a suspension. Actually all of the “science” done on these products states that they are just that, suspensions.

As we covered before, a suspension is just that no matter how special you claim it to be. We are very well aware that technology and science typically moves forward over time. So companies that use old methods and claim to be new or the best will be run over in time as advancements come to the market. The zeolite industry has now seen that change. The age of talking about the best zeolite suspension is over. This talk ends now because of a new advancement in the world of zeolite science. A new proprietary patented process that has never been done before, even at the highest levels of research and development for environmental cleanup.

The Solution

Researchers at the top nuclear research laboratories on the planet have been attempting to hydrolyze clinoptilolite for over

20 years. Hydrolysis is a chemical reaction that can be created

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to turn a solid into a liquid. Prior to the end of 2013 a process to do this had never been discovered. And then very quietly the World changed when a world renowned physician who was a senior research fellow at one of the top cardio-thoracic surgery and research institutions in the world was asked to look at one of the suspensions of zeolite to improve the manufacturing process.

He had no history with zeolites, just a PharmD, MD, PhD, FETCS and two prestigious international awards for advancements in cardio thoracic technology and coronary artery flow with an innate understanding of chemistry due to his first doctorate being in Pharmacology. Knowing that a suspension provided no systemic value to the body. He took on a challenge to create something that could be different which could make clinoptilolite bio-available. He invented and validated the first process to hydrolyze clinoptilolite. This process has been tested and scientifically validated to make sure that the product created is actually a liquid and does have what are now called Hydrolyzed Clinoptilolite Fragments (HCF).

The exciting news is that this is science FACT! Proven with independent lab analysis by pharmaceutical research laboratories using analytical chemistry methods which are

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irrefutable, like Liquid Chromatography Mass Spectroscopy (LC-MS), and then analyzed by leaders in the fields of environmental cleanup as well as systemic detoxification in humans and animals who have innate understandings of zeolites their science and abilities.

“The LC-MS analysis of the HCFCon yielded a range of molecular weights between 235 – 620 Daltons. The exact mass for each of the observed peaks and the difference between adjacent peaks was used to determine the presence of sodium ions with indication of at least one sodium ion associated with each of the various molecular weight species.” QCL Laboratories

What does this mean quote mean? The analysis proves that the new product is a liquid and has Hydrolyzed Clinoptilolite Fragments that make up the SOLUTION being small enough to cross cellular membranes as well as sub-cellular membranes and the blood brain barrier. We are not talking microns here. We are talking daltons. Many times smaller than nano-particles. The smallest fragments in HCF are almost the same size as mercury. The technology of HCF produces a fragment size that is nearly 1,000,000 times smaller than any other

powder or powdered suspension on the market. Don't forget that this is also water-soluble!

For the first time in history, the mineral that is proven to be the best method for binding and removing environmental toxins is actually bio-available. Get this! For a molecule to be able to cross the mitochondrial membrane of a cell it needs to be water soluble and also needs to be a maximum of 10,000 daltons in molecular weight. As You saw above, the largest fragment sizes are around 620 daltons; over 15 times smaller than the maximum size allowed. What makes these fragments especially unique is the sodium ions (Na^+) which are attached to the fragments. These free sodium ions allow the fragments to pass through the sodiumpotassium pump of cells and the blood brain barrier but also create a unique binding site on the fragment. The sodium binding sites are created in the hydrolysis process when the cages of the clinoptilolite structure are broken apart.

Clinoptilolite is a sodium alumino-silicate. It is the sodium ions which connect the alumino-silicate together to make the honeycomb structure of the zeolite. Anyone with a modicum of chemistry knowledge can see that these bonds are broken leaving sodium ions available on the new hydrolyzed

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fragments. Another argument made in the powdered/suspension zeolite industry for the last ten years is that size of the zeolite is crucial. The smaller the zeolite particle, the more surface area and binding ability the zeolite particle. All of the powdered zeolite products range from .3 to 5 microns in size based their claims. This is nearly 1,000,000 times larger than the fragment sizes created with HCF. Game Over!

Victor Hugo stated "Nothing is stronger than an idea whose time has come." For ten years people selling suspensions of clinoptilolite have been claiming to sell the best "liquid." Now a real liquid is available. What happens now? Change! This is the premise for this entire conversation. We live in a toxic world. Our population is becoming ever increasingly more sick and polluted every day. Rates of cancer, diabetes, obesity, autism, alzheimer's and other degenerative issues are increasing at alarming rates due to how toxic we have become. An amazing opportunity exists to those who can solve the problem. Part of the solution is now available and it isn't a powder or a suspension. It is a solution!

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The Real Science Behind HCF

Clayton Thomas, j.a.g.

Many “claims” are made today regarding the particle size and solubility of Zeolite derived products being sold on the retail market, through practitioners and via direct sales. One major component severely lacking in this market has been real science to support any of these claims. Besides being in a category of its own due to the process and formula, the science and technical expertise applied to the product has created a gold standard in the zeolite product market.

Let us look at some of the differentiating factors:

1. Hydrolyzed Clinoptilolite Fragments (HCF) is currently Patent Pending with protection held by both domestic and international patents. There is no other viable patented zeolite process available on the market.

2. The patented Hydrolyzed Clinoptilolite Fragments (HCF) are water-soluble and in solution. This is proven by Liquid Chromatography Mass Spectroscopy (LCMS) analysis done at a major pharmaceutical laboratory. Every other zeolite product on the market, which is in water, is a suspension of clinoptilolite. Powdered clinoptilolite will not go into solution alone. This is why it is used for water filtration.

3. Other zeolite products measure the particle size in microns. Because products such as ACZ Nano, PureBody, Zetox, Natural Cellular Defense are

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the zeolite to be processed to a size ranging between 1-5 microns in size depending on the version. This is small but way too big to function “systemically.”

4. Powdered Suspensions are good for the gut and GI tract with some benefits in the blood stream due to leaky gut issues. The insoluble nature of clinoptilolite does not allow it to cross the watersoluble membrane of GI tract. Mercury can damage the membrane creating gaps in the membrane which can allow different particles that should not be allowed to cross the membrane into the blood stream. When this does happen it is typically processed out of the body in 4-6 hours.

5. The powdered zeolite product which other zeolite companies use to finish their “formula” is what is used as a raw ingredient to create the Hydrolyzed Clinoptilolite Fragments. Other companies claim to process their zeolites and this is mostly a cleansing process as zeolites hold many heavy metals and toxins in their natural cage structure. Due to being unable to breakdown the structure of the zeolite itself these suspensions will carry some heavy metals in them. Most are not bioavailable but they do block binding sites and inhibit binding ability. Another point is, the “trash” created in the patented hydrolysis reaction leaves the best micronized powder of clinoptilolite available. The garbage of Hydrolyzed Clinoptilolite Fragments (HCF) is better than its “competitors.”

6. Hydrolyzed Clinoptilolite Fragments (HCF) is pure and clean. The process of hydrolysis breaks apart the structure of the honeycomb cage and cleans the binding sites of the fragments leaving them open and unobstructed. This is proven with heavy metal and chemical analysis of the concentrate of HCF with each batch produced as well as the proven available sodium (Na⁺) ions found in the LC-MS data.

7. The Hydrolyzed Clinoptilolite Fragments (HCF) are water-soluble and smaller than any product ever conceived. This is created not just by the patented process used to create the product but also the pharmaceutical standard clean room and top of the line equipment used to create the product. The laboratory in Cleveland, OH was custom designed and created

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who is a two time prestigious international award winning cardiovascular surgeon with specialties in mechanical circulatory technology.

8. The fragment sizes range from 235-620 daltons in molecular weight. This is proven by LC-MS data done by QCL laboratories. A leading pharmaceutical analytical and synthetic chemistry laboratory. "The LC-MS analysis of the HCFCon yielded a range of molecular weights between 235 – 620 Daltons. The exact mass for each of the observed peaks and the difference between adjacent peaks was used to determine the presence of sodium ions with indication of at least one sodium ion associated with each of the various molecular weight species." The LC-MS analysis is completed for each batch. Amazingly every batch tested to this point has rendered identical LC-MS data. The formula is standardized.

9. The fragment sizes found in HCF are approximately 1 million times smaller than the "competition" and water-soluble. There is no competition.

10. The size, solubility and sodium binding sites allow HCF to passively cross membranes in the body, including the GI wall, cellular membranes, mitochondrial membranes and the blood brain barrier. At the smallest fragment size, HCF fragments are nearly identical in molecular weight to mercury.

The Hydrolyzed Clinoptilolite Fragments are the gold standard for zeolite formulation and they may just be the gold standard for systemic detoxification of heavy metals and environmental toxins. Further scientific analysis will validate this in time. Until that time, HCF is the premier adjuvant to support the natural detoxification process of the human body. For more information please contact us at:



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Zeolite Detoxification

Powder, Suspension, Hydrolyzed Fragments

by Clayton Thomas

Now a Hydrolyzed Clinoptilolite Fragment technology has revolutionized the industry. Which should you use and for what should they be used for? What is the difference between powders and powdered suspension? The amount of zeolite you get with each dose and the amount of money you pay for the product primarily. A powder is a powder whether it is in water or not. Both delivery methods offer a mineral that is insoluble and unable to be absorbed in the body so they both provide benefits in the gut and gastrointestinal (GI) tract. Since both products work in the same part of the body and do the same thing it would make sense to use the product with the lowest cost and the greatest amount of product.

This makes the zeolite powders the best option if you are looking to detoxify your GI tract. Detoxification of your GI tract and gut is only the tip of the iceberg for total wellness in order to get well and function optimally you have to detoxify your entire body. Systemic Zeolite Detoxification Heavy metals like mercury and aluminum are neurotoxins and lipophilic, meaning they prefer to be stored in fats and in the brain and central nervous system.

Electronically Filed 10/10/2016 16:05 / MOTION / CV 16 859345 / Confirmation Nbr. 878086 / BATCH



lead and strontium 90 in your bones, cadmium 107 in your heart, or organophosphates (think glyphosate) terrorizing your liver the list is long and distinguished.

In 1974 the World Health Organization had stated that approximately 84% of all chronic diseases are created by environmental toxins. This number hasn't gone down over the last 40 years and the issues are not focused on the gut so why do we not focus our efforts of detoxification on the areas where these toxins do the most damage? The easy answer is that we have not had a simple, safe, effective and cost effective ability to do what we've really needed. This ability to create a product capable of reaching these parts of the body took a deep understanding of chemistry and pharmaceutical science to create a process of hydrolysis which breaks down the structure of the zeolite mineral into small

The Romans proved the power of zeolites and their benefits environmentally. It has taken centuries to take these benefits internally. Hydrolyzed Clinoptilolite Fragments that are water-soluble and capable of crossing cell membranes. This includes the GI tract, adipose and tissue cells as well as the blood brain barrier, central nervous system and mitochondrial walls allowing these amazing particles to get into the most important parts of the body where these killer toxins are sequestered to have them bound and passively removed.

This process of hydrolysis is proven scientifically with pharmaceutical level testing such as Liquid Chromatography Mass Spectroscopy analysis and independent research by leading physicians in the field of heavy metal detoxification. The ability to detoxify the body has changed and become very simple. A few drops two to three times daily and you are on your way. If systemic detoxification is your desire and you understand the power of zeolites and their ability to bind and remove heavy metals, environmental toxins and other chemicals your best option is to find the only Hydrolyzed Clinoptilolite Fragment (HCF) technology on the market.



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**SAFE SIMPLE SYSTEMIC
CELLULAR DETOXIFICATION SUPPORT**



VITALITY

Detox Drops

SOLUBLE ZEOLITE SOLUTION

Dietary Supplement

1.0 fl oz (30ml)

SUPP

Serving
Servings

Amount

Clinoptil
(Sodium

† Daily \

Other Ingre

Manufactur
5830 E. 2nd

™ Patent Pending



SKU: VDD001.

Category: Detox.



VITALITY DETOX DROPS

Home / Shop / Detox / Vitality Detox Drops

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~~\$85.00~~ **\$69.95**

In stock

 - +

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REVIEWS (0)

REVIEWS


There are no reviews yet.


BE THE FIRST TO REVIEW "VITALITY DETOX DROPS"

Your Rating

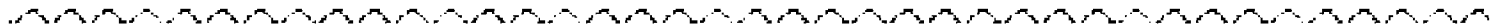


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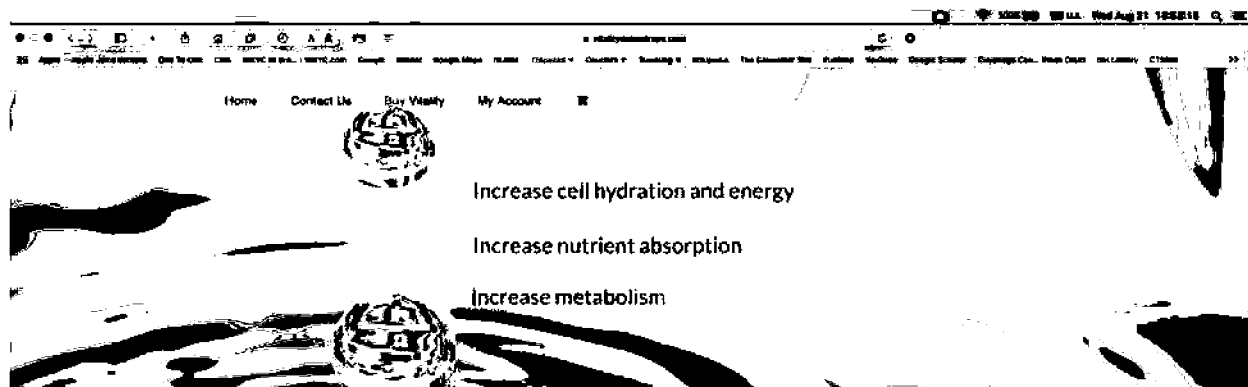
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VITALITY

Detox Drops

Soluble Zeolite Solution

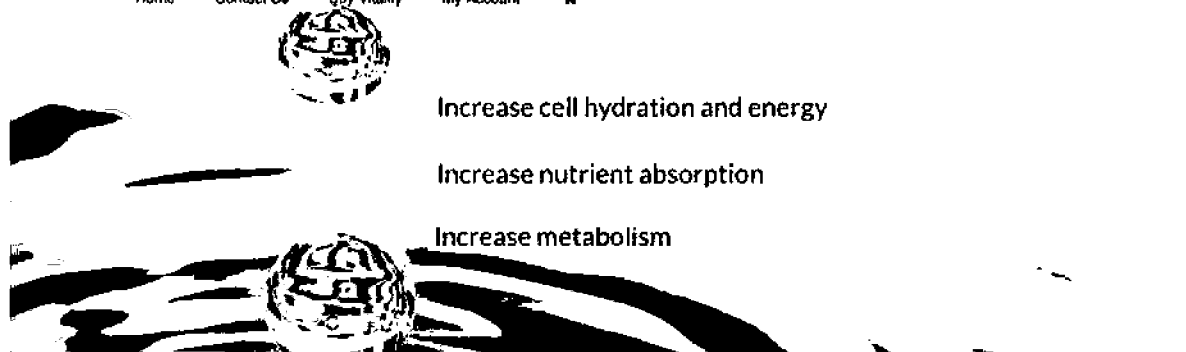
(Clinoptilolite Fragments)

Safe, Simple, Systemic Cellular Detoxification Support!

Clinically proven benefits of VITALITY Detox Drops (Clinoptilolite Fragments):

- May safely remove heavy metals like mercury, cadmium, arsenic, lead, cesium, strontium, aluminum, uranium and others from your brain, tissue and cells.
- May effectively remove some bio-toxins such as black mold spores and Lyme spirochetes.
- May remove other environmental toxins including fluoridated, chlorinated and brominated compounds as well as pesticides and volatile organic compounds.

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Increase cell hydration and energy

Increase nutrient absorption

Increase metabolism

VITALITY

Detox Drops

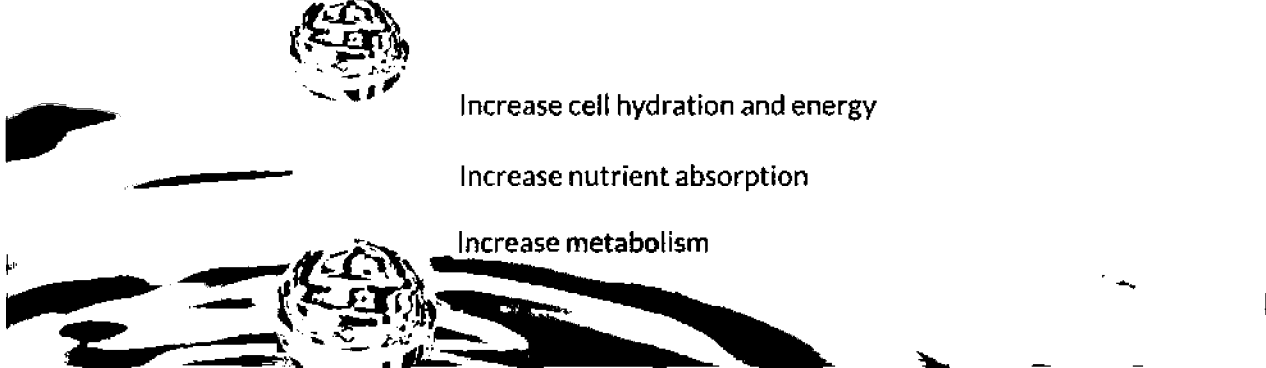
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Detox Drops

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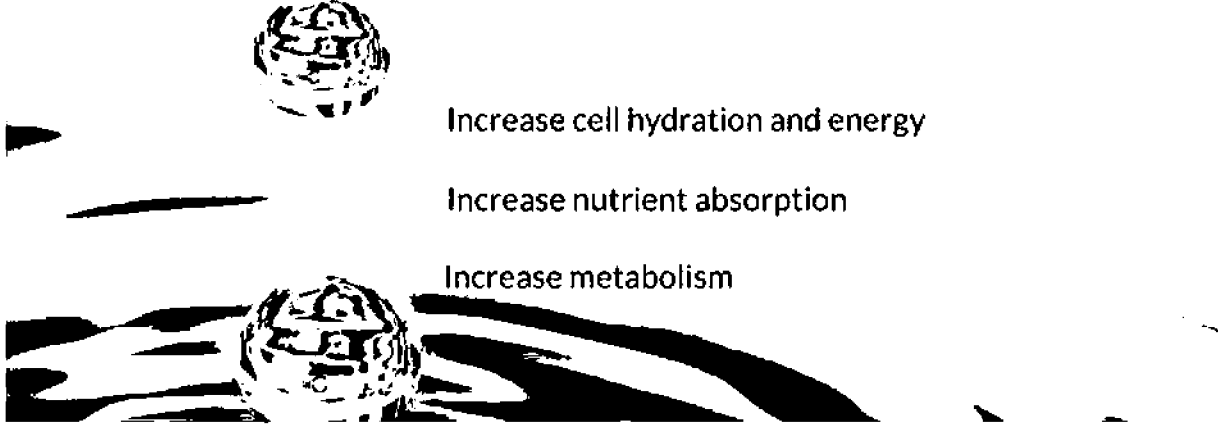
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Increase metabolism

VITALITY

Detox Drops

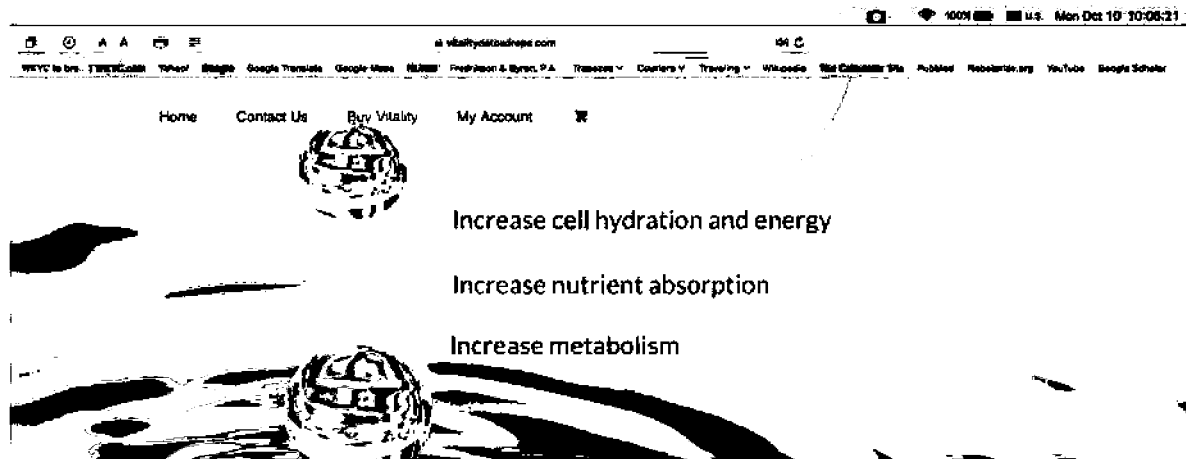
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VITALITY

Detox Drops

Soluble Zeolite Solution

(Clinoptilolite Fragments)

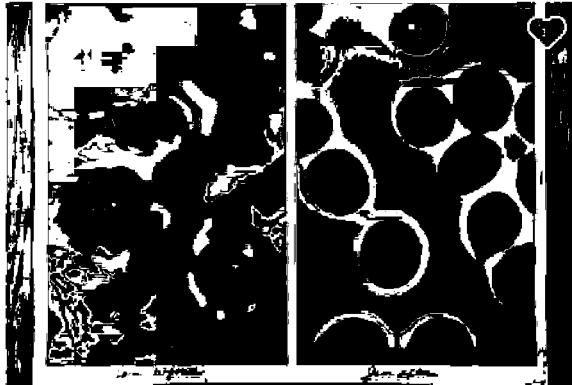
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\$640 of \$1.0M goal

Raised by 7 people in 7 months

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Created January 22, 2016

Clayton Thomas
on behalf of 3 wisdom ministries
BRENTWOOD, TN

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James Colbert
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Elizabeth Lawry Kristie
7 months ago

\$80
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7 months ago

Help Flint Kids Remove Toxic Lead

Share | Tweet | 80 stories

Story | Updates 2

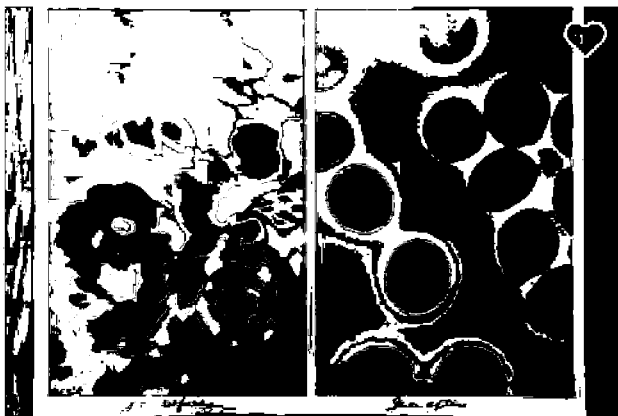
The events in Flint, MI have created a wakeup call for millions of people. We live in a toxic world!

Unfortunately the people of Flint, MI have now learned first hand just how truly toxic their environment was from the time the infrastructure for the city was laid out. This is no different than New York, Boston, Atlanta, Chicago and every other major metro area of the country.

It is one thing to provide water to those who need assistance with water. But as we are very well aware, water is not the problem in Flint. Lead and other toxins is the problem. So with your help, I want to help as many kids and adults as we can by passively removing the lead, mercury, and other toxins from their bodies. I don't want to just raise money to help, I will be providing a literal solution to the problem.

My vision is to help children & bring self-help equipment useful and easy to use for the poor...

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Help Flint Kids Remove Toxic Lead

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Story | Updates 2

The events in Flint, MI have created a wakeup call for millions of people. We live in a toxic world!

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\$640 of \$1.0M goal

Raised by 7 people in 7 months

Donate Now

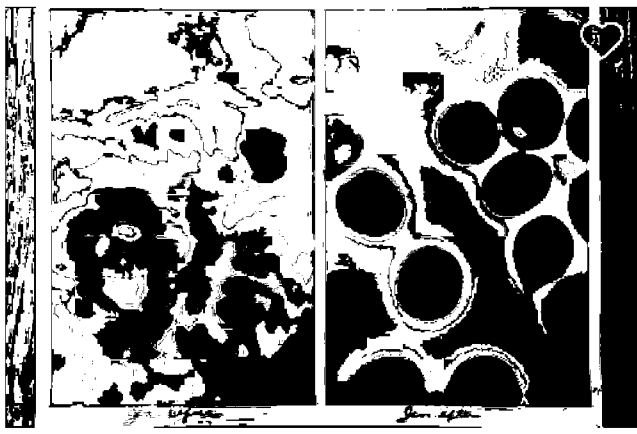
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Clayton Thomas
on behalf of 3 windows minister
BRENWOOD TN

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- \$80 James Colbert 7 months ago
- \$160 Anonymous 7 months ago
- \$80 Joy Erdelt 7 months ago
- \$80 Pam Berek 1 month ago
- \$80 Elizabeth Lawry-Kristie 7 months ago
- \$80 Elaine Freeman 7 months ago



Help Flint Kids Remove Toxic Lead

Share | Tweet | 60 shares

Story | Updates **2**

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by 1 people in 7 months

Donate Now

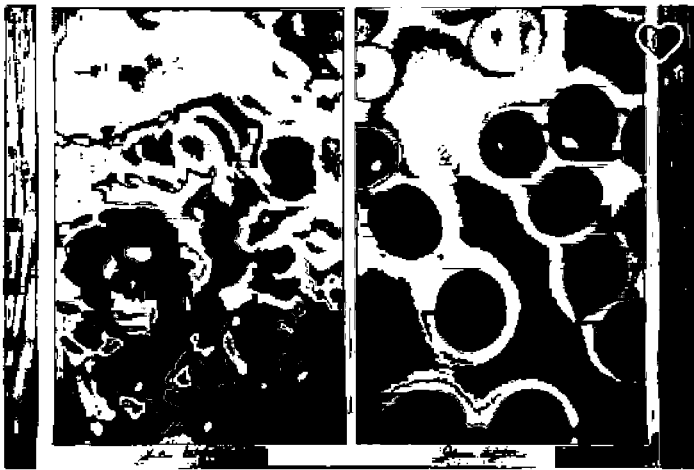
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Created January 22, 2016

Clayton Thomas on behalf of 3 windows minimizes BRENTWOOD, TN

Recent Donations

- \$80 James Colbert 7 months ago
- \$160 Anonymous 7 months ago
- \$80 Joy Erdelt 7 months ago
- \$80 Pam Berck 7 months ago
- \$80 Elizabeth Lawry Kristie 7 months ago



Help Flint Kids Remove Toxic Lead

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Story | Updates 2

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\$640 of \$1.0M goal

Raised by 7 people in 3 months

Donate Now

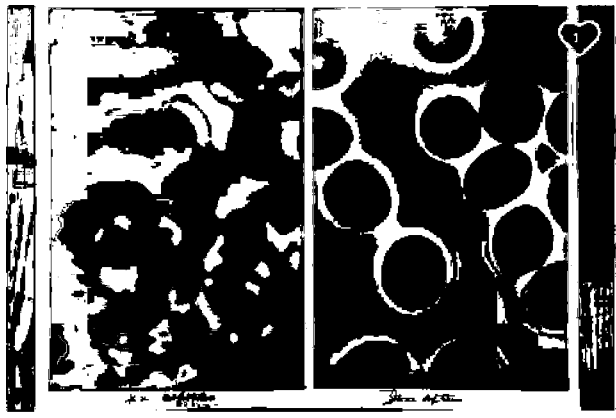
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Created January 22, 2016

Clayton Thomas
on behalf of 3 windows ministries
9 BRENTWOOD, TN

Recent Donations

- \$80 James Colbert 8 months ago
- \$160 Anonymous 3 months ago
- \$80 Joy Erdelt 8 months ago
- \$80 Pam Berek 8 months ago



Help Flint Kids Remove Toxic Lead

Share Tweet 43 updates

Story Updates 2

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\$640 of \$1.0M goal

Raised by 7 people in 8 months

Donate Now

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Created January 22, 2016

Clayton Thomas on behalf of 3 window administrators BRENTWOOD, TN

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- \$160 Anonymous 8 months ago Share
- \$80 Joy Erdelt 8 months ago Share
- \$80 Ben Berek 8 months ago Share

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

METRON) Case No.: CV-16-859345
NUTRACEUTICALS, LLC)
Plaintiff,) Judge Michael J. Russo
vs.)
)
CLAYTON THOMAS et al.,) AFFIDAVIT OF RYAN RUBIN
Defendants.)

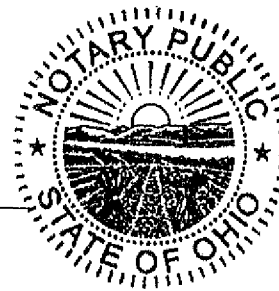
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Affiant, Ryan Rubin, duly sworn according to law, deposes and states as follows:

1. I am an adult of sound, body and mind, an attorney licensed and in good standing in the State of Ohio, and I hereby make the following Affidavit based upon my own personal knowledge.
2. The June 6, 2016 Court Order awarding \$35,317.15 in attorney fees covered time on this matter through May of 2016.
3. From June 1, 2016 through present, related to this matter and not the pending Appeal, an additional \$6,000.00 in attorney fees have accrued on this matter to present date, not including tomorrow's hearing.

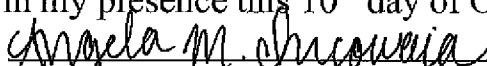
FURTHER AFFIANT SAYETH NAUGHT.


RYAN RUBIN, ESQ



ANGELA M. INCORVAIA
Notary Public, State of Ohio
My Commission Expires
March 21, 2017

Sworn to and subscribed in my presence this 10th day of October, 2016.


Notary Public



96026305

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC
Plaintiff

CLAYTON THOMAS, ET AL.
Defendant

Case No: CV-16-859345

Judge: MICHAEL J RUSSO

JOURNAL ENTRY

10/11/2016: A HEARING WAS SET FOR 2:00 P.M. TO DETERMINE IF DEFENDANT THOMAS HAS PURGED HIMSELF OF CIVIL CONTEMPT. THE CASE WAS CALLED FOR HEARING AT 3:15 P.M. COURT REPORTER SHEILA WALTERS PRESENT. COUNSEL FOR PLAINTIFF AND PLAINTIFF'S REPRESENTATIVE WERE PRESENT; NEITHER DEFENDANT NOR COUNSEL FOR DEFTS APPEARED. WITNESSES WERE SWORN AND EVIDENCE WAS TAKEN. PLAINTIFF'S EXHIBITS A-D WERE ACCEPTED AS EVIDENCE. THE COURT INCORPORATES THE EXHIBITS FROM PRIOR FILINGS AND WILL CONSIDER IT AS EVIDENCE. THE COURT FINDS THAT DEFENDANT THOMAS CONTINUES TO PUBLISH REMARKS THAT DISPARAGE AND DAMAGE THE PLAINTIFF. THE COURT FINDS THAT DEFENDANT THOMAS REMAINS IN CIVIL CONTEMPT OF COURT FOR HIS CONTINUED VIOLATION OF THE COURT'S 06/06/2016 AND 08/29/2016 ORDERS. THE COURT FINES THOMAS \$250 AND SENTENCES HIM TO 30 DAYS IN JAIL FOR THE SECOND FINDING OF CIVIL CONTEMPT. THE COURT ALSO FINDS THOMAS IN CRIMINAL CONTEMPT FOR FAILURE TO APPEAR AT THIS HEARING. THOMAS WAS GIVEN ADEQUATE NOTICE FOR THIS HEARING, WHICH HE ACKNOWLEDGED BY FILING A MOTION FOR CONTINUANCE AT 12:41 P.M., BUT HE FAILED TO APPEAR. A WARRANT IS ISSUED FOR THE ARREST OF CLAYTON R THOMAS; WHITE MALE; 5 FEET 10 INCHES; 185 POUNDS; BROWN HAIR; BLUE EYES; BIRTHDATE 03/09/1977; LAST KNOWN ADDRESS: 115 PENN WARREN DRIVE #300-102; BRENTWOOD, TENNESSEE 37027.

D1 CLAYTON THOMAS'S "MOTION TO CONTINUE JONATHAN PLEDGER RETAINED," FILED 10/11/2016 PRO SE 9999999, IS DENIED.

P1 METRON NUTRACEUTICALS, LLC'S MOTION SUBMITTING SUPPLEMENTAL EVIDENCE IN SUPPORT OF CLAYTON THOMAS' CONTEMPT AND FOR SANCTIONS, FILED 10/10/2016 BY RYAN K. RUBIN 0077367, IS GRANTED.

A THIRD HEARING ON THOMAS' CIVIL CONTEMPT AND SECOND HEARING ON THOMAS' CRIMINAL CONTEMPT IS SET AS FOLLOWS IN COURTROOM 17-C:
HEARING SET FOR 11/29/2016 AT 03:00 PM.

Judge Signature

10/11/2016

EXHIBIT H

10/11/2016

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10/11/2016 18:44:22
NAILAH K. BYRD, CLERK



96666275

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC
Plaintiff

CLAYTON THOMAS, ET AL.
Defendant

Case No: CV-16-859345

Judge: MICHAEL J RUSSO

JOURNAL ENTRY

11/29/2016: CASE CALLED FOR HEARING; COUNSEL FOR PLAINTIFF PREPARED TO PROCEED, NEITHER DEFENDANTS NOR COUNSEL FOR DEFENDANTS APPEARED. THE COURT FINDS THAT DEFENDANT CLAYTON THOMAS REMAINS IN CIVIL CONTEMPT OF COURT FOR HIS CONTINUED VIOLATION OF THIS COURT'S 06/06/2016, 08/29/2016, AND 10/11/2016 ORDERS. THE COURT FINES THOMAS \$1000 AND SENTENCES HIM TO 90 DAYS IN JAIL FOR THE THIRD FINDING OF CIVIL CONTEMPT. THE COURT FURTHER FINDS THOMAS IN CONTINUED CRIMINAL CONTEMPT OF COURT AND THE WARRANT FOR HIS ARREST REMAINS ACTIVE. ADDITIONALLY, THOMAS CONTINUES TO BE ASSESSED \$100 PER DAY UNTIL HE CURES HIMSELF OF CONTEMPT. THE PARTIES MAY REQUEST ADDITIONAL PROCEEDINGS IN THE CASE BY CONTACTING THE STAFF ATTORNEY.

Judge Signature

11/30/2016

EXHIBIT I

11/30/2016

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11/30/2016 17:45:00
NAILAH K. BYRD, CLERK



98593194

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC
Plaintiff

CLAYTON THOMAS, ET AL.
Defendant

Case No: CV-16-859345

Judge: MICHAEL J RUSSO

JOURNAL ENTRY

04/21/2017: HEARING HELD; COUNSEL FOR ALL PARTIES AND ALL PARTIES PRESENT. COURT REPORTER MARLENE EBNER PRESENT. THE COURT HEARD ORAL ARGUMENT AND TOOK EVIDENCE ON DEFTS' MOTION FOR RELIEF FROM JUDGMENT AND WILL TAKE THE ISSUE UNDER ADVISEMENT WITH A RULING TO ISSUE.

THE COURT FURTHER HEARD ARGUMENT REGARDING DEFENDANT CLAYTON THOMAS' CONTEMPT OF COURT. THE COURT FINDS THAT MR. THOMAS REMAINS IN CONTEMPT OF COURT, HAS MADE NO EFFORTS TO PURGE HIMSELF OF CONTEMPT, AND CONTINUES TO PARTICIPATE IN ACTIVITIES FROM WHICH HE WAS ENJOINED IN THIS COURT'S 06/06/2016 ORDER. MR. THOMAS IS ORDERED REMANDED TO THE CUYAHOGA COUNTY JAIL TO SERVE THREE DAYS OF IMPRISONMENT. THE REMAINING 127 DAYS OF IMPRISONMENT ORDERED BY THE COURT ON 10/11/2016 AND 11/30/2016 ARE SUSPENDED ON THE CONDITION THAT MR. THOMAS PAYS THE ORIGINAL FINE OF \$250 FROM 10/11/2016 AND REFRAINS FROM THE ACTIONS FROM WHICH HE WAS ENJOINED ON 06/06/2016. IF MR. THOMAS PAYS THE FINE OF \$250 FROM 10/11/2016, THE COURT WILL SUSPEND THE FINE OF \$1000 THAT IT ORDERED ON 11/30/2016. MR. THOMAS IS ORDERED TO BE RELEASED ON MONDAY, 04/24/2017.

Judge Signature

04/21/2017

EXHIBIT J

04/21/2017

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04/21/2017 16:33:53
NAILAH K. BYRD, CLERK



98968789

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

METRON NUTRACEUTICALS, LLC
Plaintiff

CLAYTON THOMAS, ET AL.
Defendant

Case No: CV-16-859345

Judge: MICHAEL J RUSSO

JOURNAL ENTRY

05/19/2017: DEFENDANTS' MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO CIV.R. 60(B)1, 3, AND 5, FILED 03/15/2017 BY THOMAS DOYLE (0085418), IS DENIED. THE COURT CONTEMPLATES THAT THE MOTION MAY NOT EVEN BE PROPERLY FILED, AFTER DEFENDANTS' APPEAL WAS DISMISSED FOR FAILURE TO FILE A BRIEF WITH THE COURT OF APPEALS. DEFENDANTS FAILED TO DEMONSTRATE ANY MERITORIOUS DEFENSE TO THE COURT'S DEFAULT JUDGMENT. CIV. R. 60(B) ADDRESSES MISTAKE, INADVERTENCE, SURPRISE, OR EXCUSABLE NEGLIGENCE. THE "INACTION OF A DEFENDANT IS NOT 'EXCUSABLE NEGLIGENCE IF IT CAN BE LABELED A 'COMPLETE DISREGARD FOR THE JUDICIAL SYSTEM.'" KAY V. MARC GLASSMAN, INC., 76 OHIO ST. 3D 18, 20, 1996-OHIO-430, 665 N.E.2D 1102 (1996). THE COURT FINDS THAT DEFENDANTS HAVE NOT PROVEN MISTAKE, INADVERTENCE, SURPRISE OR EXCUSABLE NEGLIGENCE. CIV.R. 60(B)(3) ADDRESSES RELIEF DUE TO FRAUD, MISREPRESENTATION, OR OTHER MISCONDUCT OF AN ADVERSE PARTY. DEFENDANTS DID NOT PRESENT ANY EVIDENCE OF THE FRAUD THEY ALLEGE THE PLAINTIFF PERPETUATED UPON THE COURT. CIV.R. 60(B)(5) ALLOWS THE COURT TO GRANT RELIEF FOR ANY OTHER JUSTIFIABLE REASON. THE COURT FINDS THAT DEFENDANTS HAVE NOT PRESENTED ANY OTHER JUSTIFIABLE REASONS FOR RELIEF.

Judge Signature

05/20/2017

EXHIBIT K

05/19/2017

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05/20/2017 18:42:51
NAILAH K. BYRD, CLERK

Callitas Therapeutics Inc., a wholly owned subsidiary of Callitas Health Inc.

EXHIBIT L



ABOUT US

OUR PRODUCTS

OUR MISSION

INVESTORS



Callitas Health Signs Letter of Intent with Simply Wholeistic, LLC to Supply Cannastrip Technology and Dietary Supplements Nationwide



CINCINNATI, OH, April 19, 2019 – Callitas Health Inc., (CSE: LILY, OTCQB: MPHMF, FWB: T3F3), (the “Company” or “Callitas”) announced today that it has signed a letter of intent with Simply Wholeistic to

manufacture and supply formulations of CannaStrip and other Simply Wholeistic dietary supplement products for retail sale in the United States.

Since 2015, Callitas has been developing technologies for both OTC and drug markets. Through controlled dosing, improved bioavailability and advanced manufacturing techniques, Callitas is able to offer customers a new level of innovation via its Cannabis platform.

“The range of Callitas’s products and IP is outstanding, and the patented sublingual CBD strip is a game-changer,” said Clayton Thomas, owner and CEO of Simply Wholeistic. “This year Simply Wholeistic will launch and supply a suite of specific health products that we believe can improve the health and wellness of our customers. Our partnership with Callitas significantly enhances our ability to innovate in the market and helps position us to become a market leader in our category.”

Established in 2019, Simply Wholeistic has created a new line of natural alternative and detox supplements that are designed to address the cause of health issues and help consumers practice preventive care and healthy living.

“Simply Wholeistic’s distribution model enables Callitas to continue expanding its technologies, including Cannastrip, into nationwide markets,” said James M. Thompson, CEO of Callitas. “We are

excited with this new partnership, and we look forward to introducing novel dietary supplements that address a variety of needs.”

About Simply Wholeistic: Innovative wellness company, Simply Wholeistic, INC. was formed in January 2019 to develop and distribute a line of products, including a unique mood-balancing Hemp-Strip, that will provide a natural alternatives to synthetic supplements. Formulated by Dr. Christina Rahm Cook each product has been designed, using the highest quality ingredients to get to the root of the underlying causes of health issues and problems. The first installment of natural non-GMO, vegan, gluten free, organic, detox products will be available for purchase in the spring of 2019.

For more information visit www.rootwellness.com

About Callitas Health: Formed in early 2015, Callitas Health Inc. is an integrated clinical-stage pharmaceutical development, OTC consumer goods marketing and cannabis delivery development company, focused on developing innovative technologies for weight management, female sexual health and wellness, cannabis delivery technologies and other proprietary drugs. In addition to its recent acquisitions of C-103, a reformulation of Orlistat, Extrinsa and assets from 40J's LLC, the Company successfully launched ToConceive in North America as a clinically proven option for couples struggling with the inability to conceive (www.toconceive.com), and is in the research and development and business development process for its other OTC products, CannaStrips and orphan drug technologies. For more information visit www.callitas.com.

Contacts:

Simply Wholeistic:

Clayton Thomas, CEO, Owner

Phone: +1 (206) 851-2701

Callitas Health:

James Thompson, CEO, or

Callitas Investor Relations

Phone: +1 (859) 868-3131

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001009458

CHARTER FOR-PROFIT CORPORATION

SS-4417



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001009458

The undersigned, acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Simply Wholeistic Inc
(Note: Pursuant to the provisions of T.C.A. §48-14-101(a)(1), each corporation name must contain the words corporation, incorporated, or company or the abbreviation corp., inc., or co.)

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
 This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
KLINE PRESTON
STE 107
4515 HARDING PIKE
NASHVILLE, TN 37205-2281
DAVIDSON COUNTY

5. Fiscal Year Close Month: December Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is for profit.

8. The number of shares of stock the corporation is authorized to issue is: 1,000

9. The complete address of its principal office is:
STE 107
4515 HARDING PIKE
NASHVILLE, TN 37205-2281
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

EXHIBIT M

B0649-5854 02/05/2019 4:09 PM Received by Tennessee Secretary of State Tre Hargett



**CHARTER
FOR-PROFIT CORPORATION**

SS-4417



Tre Hargett
Secretary of State

**Division of Business Services
Department of State**
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001009458

The name of the corporation is: Simply Wholeistic Inc

10. The complete mailing address of the entity (if different from the principal office) is:

STE 107
4515 HARDING PIKE
NASHVILLE, TN 37205-2281

11. List the name and complete address of each incorporator:

<u>Title</u>	<u>Name</u>	<u>Business Address</u>	<u>City, State, Zip</u>
Incorporator	kline preston	4515 HARDING PIKE 107	NASHVILLE, TN 37205
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. Professional Corporation: (required if the additional designation of "Professional Corporation" is entered in section 3.)

I certify that this is a Professional Corporation.

Licensed Profession:

13. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic Signature	_____	Incorporator Title/Signer's Capacity	_____
kline Preston Printed Name	_____	Feb 5, 2019 4:09PM Date	_____

B0649-5855 02/05/2019 4:09 PM Received by Tennessee Secretary of State Tre Hargett

B0703-8743 04/03/2019 9:26 AM Received by Tennessee Secretary of State Tre Hargett

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Ave.
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

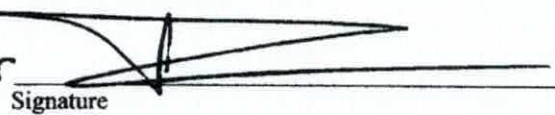
- 1. The true name of the corporation is Simply Wholeistic, Inc.
- 2. The state or country of incorporation is TN
- 3. The corporation intends to transact business in Tennessee under an assumed corporate name.
- 4. The assumed corporate name the corporation proposes to use is Root, Inc.

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

4-2-2019
Signature Date

Simply Wholeistic, Inc.
Name of Corporation

Chief Marketing Officer
Signer's Capacity


Signature

CLAYTON THOMAS
Name (typed or printed)

In The Matter of:
Metron Nutraceuticals, LLC

v.

Clayton Thomas, et al.

Clayton R. Thomas

April 21, 2017

Examination Under Oath



780 Skylight Office Tower	720 Akron Centre
1660 West 2 nd Street	50 South Main Street
Cleveland, Ohio 44113	Akron, Ohio 44308
216.241.900	330.535.7300
Fax 216.621.0050	330.535.0050 Fax

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EXHIBIT N

**Clayton R. Thomas - April 21, 2017
Examination Under Oath**

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IN THE COURT OF COMMON PLEAS

CUYAHOGA COUNTY, OHIO

METRON NUTRACEUTICALS, LLC,

Plaintiff,

-vs-

JUDGE RUSSO

CASE NO. CV-16-859345

CLAYTON THOMAS, et al.,

Defendants.

- - - -

Debtor's exam of CLAYTON R. THOMAS, taken as
if upon cross-examination before Pamela S.
Greenfield, a Registered Diplomate Reporter,
Certified Realtime Reporter and Notary Public
within and for the State of Ohio, at the Justice
Center, 1200 Ontario Street, Cleveland, Ohio, at
12:43 p.m. on Friday, April 21, 2017, on behalf
of the Plaintiff in this cause.

- - - -

MEHLER & HAGESTROM
Court Reporters

CLEVELAND	AKRON
780 Skylight Office Tower	720 Akron Centre Plaza
1660 West 2nd Street	50 South Main Street
Cleveland, Ohio 44113	Akron, Ohio 44308
216.241.9000	330.535.7300
FAX 621.0050	FAX 535.0050

Clayton R. Thomas - April 21, 2017
Examination Under Oath

2

1 APPEARANCES:

2

3 Ryan K. Rubin, Esq.
4 Joseph Fiorello, Esq.
5 Lewis Brisbois
6 1375 East 9th Street
7 Suite 2250
8 Cleveland, Ohio 44114
9 (216) 344-9422
10 Ryan.Rubin@LewisBrisbois.com
11 Joseph.Fiorello@LewisBrisbois.com,

12 On behalf of the Plaintiff;

13

14 Thomas P. Doyle, Esq.
15 Doyle & Hassman LLC
16 526 York Street
17 Newport, Kentucky 41071
18 (859) 655-4430
19 tdoyle@doylehassmanlaw.com,

20 On behalf of the Defendants.

21

22 ALSO PRESENT:

23

24 Nikolaos Tsirikos-Karapanos, PharmD.,
25 M.D., Ph.D., FETCS

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**Clayton R. Thomas - April 21, 2017
Examination Under Oath**

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W I T N E S S I N D E X

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**Clayton R. Thomas - April 21, 2017
Examination Under Oath**

4

1 CLAYTON R. THOMAS, of lawful age, called by
2 the Plaintiff for the purpose of
3 cross-examination, as provided by the Rules of
4 Civil Procedure, being by me first duly sworn, as
5 hereinafter certified, deposed and said as
6 follows:

7 CROSS-EXAMINATION OF CLAYTON R. THOMAS
8 BY MR. RUBIN:

9 **Q. Would you please state your name for the record.**

10 A. Clayton R. Thomas.

11 **Q. Would you like me to call you Clayton or
12 Mr. Thomas?**

13 A. That's fine.

14 **Q. All right. Clayton, so you understand you're
15 here under oath to answer questions related to a
16 debtor's exam that was ordered by this court?**

17 A. Yes.

18 **Q. And have you brought with you any materials to
19 help you answer questions?**

20 A. Yes, sir.

21 **Q. What materials did you bring with you?**

22 A. Account numbers and information pertaining to the
23 questions that will most likely be asked.

24 **Q. Very good.**

25 Do you have those written in front of you?

1 A. Yes, sir.

2 **Q. Could I see a copy?**

3 MR. DOYLE: I just want to see if
4 there are any other notes between us. Do
5 you mind if I see anything that's on there?
6 Is it just... okay.

7 **Q. Can you let go?**

8 A. No. There's more, but those are the accounts.

9 **Q. All right. So what all do you have in front of**
10 **you, and I'm going to have them all marked as**
11 **exhibits.**

12 A. I have my accounts receivable, money that I'm
13 owed so you guys know what's there for
14 outstanding balances so if I'm owed money, you
15 know where to go get it and then accounts --

16 **Q. Okay. Could I just see this collection of paper**
17 **you have in front of you?**

18 Okay. So you handed me one, two, three
19 pieces of paper so we'll mark them as Plaintiff's
20 Exhibits 1 through 3.

21 - - - -

22 (Thereupon, Plaintiff's Exhibits 1 through 3,
23 handwritten notes, were marked for purposes
24 of identification.)

25 - - - -

1 Q. Okay. Just for the record, I'll just do this
2 with us both looking at it.

3 Exhibit 1 you identify Regions, that's
4 Regions Bank, I presume?

5 A. That would be correct.

6 Q. Where is this bank located, what city?

7 A. Many cities. They're a national bank.

8 Q. What's the bank that you bank out of?

9 A. Brentwood, Tennessee.

10 Q. And your account number is 0244132182?

11 A. Correct.

12 Q. What's the total balance in that bank account?

13 A. I think \$500 and change roughly.

14 Q. Next you identify Charles Schwab, several
15 different account numbers. First one is
16 2103-2170.

17 What's the balance in that account?

18 A. About 12 cents.

19 Q. Next one is 2699-4156, what's the balance in that
20 account?

21 A. \$1.56.

22 Q. Next one, 5207-8309, what's the balance in that
23 account?

24 A. Roughly like \$1.60, somewhere around there.

25 Q. Next is 8781-4199. What's the balance in that

Clayton R. Thomas - April 21, 2017
Examination Under Oath

7

1 account?

2 A. Probably, I think it's about \$1.20.

3 Q. So what are these Charles Schwab accounts?

4 A. They're investment accounts, they hold stocks.

5 Q. They hold stocks even though the collective value
6 is under \$50?

7 A. Uh-huh. The stocks didn't perform very well.

8 Q. And the Regions account that we first talked
9 about, is that a checking or savings account?

10 A. It's a checking account that you guys already
11 garnished.

12 Q. Right, but we only collected about \$1500 from
13 that account.

14 A. Exactly, because that's what was in it.

15 Q. Okay. U.S. Bank account number 253558224171, is
16 that a checking or savings account?

17 A. That's a checking account.

18 Q. What city do you use the U.S. Bank location at?

19 A. Brentwood, Tennessee.

20 Q. And what is the balance in that account?

21 A. I think roughly \$250.

22 Q. All right. Next U.S. Bank account is 153 -- yes,
23 153566767239.

24 Is that a checking or savings account?

25 A. Savings account.

1 Q. What's the balance in that account?

2 A. I think it's \$75.

3 Q. You next identify life insurance policy of \$5
4 million?

5 A. Uh-huh.

6 Q. And then it says "DB." What does that stand for?

7 A. Death benefit.

8 Q. You don't receive any payments based on that life
9 insurance policy, correct?

10 A. Nope.

11 Q. Who's the beneficiary of that life insurance
12 policy?

13 A. Christina Rahm Cook, I believe.

14 Q. And who is she?

15 A. A business partner.

16 Q. Is she a girlfriend?

17 A. No.

18 Q. Is she a fiancée?

19 A. No.

20 Q. Business partner in what business?

21 A. Other business.

22 Q. What's the name of the business?

23 A. DOC Holdings.

24 Q. What's your --

25 A. C3 HealthCare.

1 Q. -- position?

2 A. President.

3 Q. So what is your position at DOC?

4 A. President.

5 Q. And what's the other one?

6 A. C3.

7 Q. What's your position at C3?

8 A. President.

9 Q. What's your income from C3?

10 A. Zero.

11 Q. What's your income from D --

12 A. DOC.

13 Q. DOC?

14 A. Zero.

15 Q. So as president of a company in two different
16 companies, you get zero income?

17 A. I take zero salary.

18 Q. Do you get commissions?

19 A. No.

20 Q. Do you get any financial payments in any way,
21 shape or form whether --

22 A. I'm paid on performance of the companies but they
23 are in the process of being restructured.

24 Q. Have you ever received a paycheck from either of
25 those companies?

Clayton R. Thomas - April 21, 2017
Examination Under Oath

10

1 A. No.

2 Q. Any distributions ever from either of those
3 companies?

4 A. No.

5 Q. When did those companies first form or be
6 established?

7 A. 2009.

8 Q. So for the last eight years you've --

9 A. No.

10 Q. -- earned nothing from those companies?

11 A. No, that's not true. I have worked with the
12 companies for a little over a year. I came in as
13 president as a consultant to restructure the
14 organizations.

15 Q. So are you a consultant or president?

16 A. I am acting president but acting as a consultant.

17 Q. So you're president of a company that you're not
18 employed by?

19 A. I'm employed by them but I take no salary.

20 Q. And what is the name of your consulting business?

21 A. Myself.

22 Q. Just in your name, Clayton Thomas?

23 A. I'm the president of the company.

24 Q. And do you have a -- so are you president of
25 those two different entities or president of your

1 own consulting company that --

2 A. I am president of those two companies. You can
3 go to C3HealthCare.com and pull up my bio. It's
4 a terrible photo.

5 **Q. Now, Exhibit 2 lists accounts receivable?**

6 A. Metron Nutraceuticals based on calculations of
7 money owed is \$339,256.87 roughly.

8 **Q. And what is that based upon?**

9 A. Money owed based on two payments. One from Janus
10 for \$675,000, another one for 337,000 from SOZO
11 calculating for costs of product for the SOZO
12 account that was produced and accounting for the
13 five percent that's required to be paid to
14 investors and minus expenses and then my
15 44-and-a-half percent that was still on point
16 when those were done; so that is still
17 outstanding and there has been multiple requests
18 for all bank accounts and all transactions to
19 account for those expenses and those amounts but
20 they have never been provided so I'm still owed
21 \$339,000 and change.

22 **Q. You then say "compensation expenses." What is**
23 **that, \$30,000?**

24 A. When Metron Nutraceuticals was started, I gave up
25 \$3,000 a month in income so Nikolaos

1 Tsirikos-Karapanos could have extra money to
2 cover medical expenses and I was never reimbursed
3 for those.

4 **Q. And then you say plus \$36,000 loaned to cover**
5 **stomach surgery?**

6 A. That was Nikolaos' stomach surgery, the 30,000 is
7 the money that I wasn't paid for my salary the
8 first year.

9 **Q. Capital account from Metron you claim?**

10 A. That's the \$339,000. That's what I'm owed.

11 **Q. Okay. So Exhibit 2 entirely pertains to money**
12 **you believe Metron owes you?**

13 A. Not believe.

14 **Q. Well --**

15 A. It is what's owed.

16 **Q. Okay.**

17 A. Because we did have a contract even though we --

18 **Q. This is a debtor's exam. We're not getting into**
19 **that.**

20 A. Okay.

21 **Q. Exhibit 3?**

22 A. And then Exhibit 3 is just calculations based on
23 Exhibit 2.

24 **Q. Okay. So Exhibit 2 and Exhibit 3 have nothing to**
25 **do with money in any account that you own or**

1 possess?

2 A. It's a capital account from ownership in a
3 company. It's what you wanted.

4 Q. But you understand you have no ownership pursuant
5 to court order?

6 A. Not now. But when the money was owed, the money
7 was owed and I was never paid so it's an account
8 receivable.

9 Q. So how did you get here today?

10 A. From where? I took an Uber.

11 Q. How did you get to Ohio within the last --

12 A. I flew.

13 Q. How did you pay for the ticket?

14 A. I had a credit card used for it.

15 Q. What's the outstanding balance on credit cards
16 collectively?

17 A. Mine?

18 Q. Yes.

19 A. My personal card is, I'm not sure. I think it's
20 \$15,000.

21 Q. What cars do you currently own?

22 A. None.

23 Q. How do you travel around Tennessee where I
24 understand you primarily reside?

25 A. I drive.

Clayton R. Thomas - April 21, 2017
Examination Under Oath

14

1 Q. What do you drive? Whose vehicle?

2 A. Friends, business partners.

3 Q. Which business partner's car do you loan or
4 borrow?

5 A. Christina Rahm Cook, who is my business partner.

6 Q. What's your current home address?

7 A. 1704 Championship Boulevard.

8 Q. How long have you been at that address?

9 A. Franklin, Tennessee. 37064.

10 Q. How long -- I'm sorry.

11 How long have you been at that address?

12 A. Five months.

13 Q. What was your address immediately preceding?

14 A. The Extended Stay on Church Street in Brentwood,
15 Tennessee.

16 Q. How long were you at the Extended Stay?

17 A. 13 months.

18 Q. And prior to the Extended Stay, where did you
19 reside?

20 A. I'm trying to think of the address. Tacoma,
21 Washington.

22 Q. You don't remember your address in Tacoma,
23 Washington?

24 A. I'm trying to remember. It's been a little bit.
25 It was a Nassau Avenue, N-A-S-S-A-U, Avenue,

1 Northeast. I think it was 4802.

2 Q. At some point in time did you also live at 1225
3 Southwest 330th Place, Federal Way, Washington?

4 A. Yes. That's an old house.

5 Q. Who owned that house?

6 A. Who owned it?

7 Q. Yes.

8 A. I did.

9 Q. So you owned it or you were renting?

10 A. I owned it.

11 Q. Were you married at the time?

12 A. Yes.

13 Q. When were you married last?

14 A. When was I last married?

15 Q. Yes.

16 A. The divorce was final, I think it was August of
17 20 -- no. July or August of 2015 I believe.

18 Q. What's your current home telephone number?

19 A. 206-419-8225.

20 Q. And how many cell phone numbers do you have?

21 A. Two.

22 Q. What are both of the numbers?

23 A. 206-851-2701.

24 Q. And what's the second?

25 A. You already have it.

1 Q. Oh, the first I asked for your home number?

2 A. That is my home number.

3 Q. But it's a home cell?

4 A. Yes.

5 Q. For the first one, the 206-419 number, what is
6 the carrier?

7 A. Sprint.

8 Q. And with respect to 206-851 number, what is the
9 carrier?

10 A. Sprint.

11 Q. Do you pay any rent for your current home that
12 you are residing in?

13 A. Do I?

14 Q. Yes.

15 A. No.

16 Q. Is it a private home?

17 A. Yes.

18 Q. Single-family home?

19 A. Yeah.

20 Q. And other than Ms. Cook, who do you live with at
21 that residence?

22 A. I don't live with anyone other than myself at
23 that residence. Thank you. I appreciate your
24 assumption.

25 Q. So who owns that property?

1 A. Don and Linda Hancock.

2 Q. And they don't charge you rent?

3 A. They don't charge me rent.

4 Q. And who's paying your rent?

5 A. Company.

6 Q. Christina Cook?

7 A. No.

8 Q. What company?

9 A. One of her companies.

10 Q. Which company would that be?

11 A. I believe it's DOC Holdings, which is one that I
12 oversee.

13 Q. What other companies does Christina Cook have?

14 A. I can't tell you.

15 Q. You don't know?

16 A. She has over 40.

17 Q. Are you involved in any companies that she's
18 involved with other than the two you already
19 identified?

20 A. Yeah. I consult with a lot of companies.

21 Q. Can you list for me all companies you consult
22 with?

23 A. No.

24 Q. Why not?

25 A. There's too many of them and I don't have a list

1 of them right now. I can try to get you a list
2 if you wish.

3 **Q. How about you rattle off as many as you can**
4 **remember as you sit here today and then I'll take**
5 **a list when you have a chance.**

6 A. DOC Holdings, C3, NOC2, NRIOM, Datum, Datum
7 Tribal. That's not her -- actually, that's not
8 her company.

9 **Q. My question wasn't limited to just her companies.**
10 **It's all companies you consult with.**

11 A. No. I'm -- Rain International. You're talking
12 about the companies she works with that I help
13 her with or any?

14 **Q. I'm asking you about all companies that you**
15 **currently consult with.**

16 A. Okay. CBD Natural Solutions. Personalized
17 Healthcare Solutions. Whatever Marketing.
18 NRIOM. You got NRIOM. GHS. Mecca. MLPP.
19 Rahm Foundation. Creative Medical Solutions.
20 Renua Medical. I think that's a few that I
21 consult with.

22 **Q. And what income in the last two years have you**
23 **received from any of these companies?**

24 A. 28,900 and change I think.

25 **Q. So your annual, would that be annual or for the**

1 last two years combined income?

2 A. Last year I haven't done my tax returns yet so I
3 don't know the number.

4 Q. Okay. So your tax, your total income for 2015?

5 A. 2015 was \$28,900 and change.

6 Q. And that's by way of all income derived from
7 potentially 20 different companies you're
8 consulting with?

9 A. I wasn't consulting with all those companies in
10 2015 and they're not my companies.

11 Q. Do you have ownership interest in any of these
12 companies?

13 A. DOC and C3.

14 Q. What's your ownership interest in DOC?

15 A. I think it's, if it's been finalized, which I am
16 not sure if it's been board approved yet due to
17 my consulting contract, but it should be 20
18 percent when finalized.

19 Q. And what industry is DOC in?

20 A. Healthcare.

21 Q. What kind of healthcare? Does it have any niche?

22 A. It's a holding company for healthcare
23 organizations so it controls a physicians network
24 dedicated to improving quality and cost of care.
25 It also holds two CROs which are clinical

1 research organizations, so...

2 Q. C3? What's your ownership interest in that
3 company?

4 A. None.

5 Q. Any ownership interests in the other 15 or so
6 entities you identified as consulting with?

7 A. No.

8 Q. Do you have any ownership interests in any other
9 companies as you sit here today?

10 A. I'm trying to think if I answered that question
11 properly.

12 That I currently hold, no, because some of it
13 is activated upon sale of other companies.

14 Q. What do you mean by that?

15 A. Because of my consulting contracts, if the
16 company is sold, I have a percentage that I get
17 from it; but as of the current date, I don't hold
18 any.

19 Q. Which of the other listed companies would you
20 have an ownership stake that gets activated?

21 A. Renua Medical.

22 Q. What kind of company is that?

23 A. Medical device.

24 Q. What kind of devices?

25 A. Autonomic nervous system testing. ANS. ABI.

1 Q. Are you a consultant for Vitality?

2 A. No.

3 Q. Are you a consultant for New Earth?

4 A. Excuse me?

5 Q. New Earth?

6 A. I don't know who that is.

7 Q. Are you a consultant with any entity in the
8 Zeolite space?

9 A. No.

10 MR. DOYLE: This is a debtor's
11 exam, just so the record is clear, I object
12 to that question.

13 Q. What ongoing activity is PHS involved in? You
14 said --

15 A. What's the name of the company?

16 Q. You said Personalized Healthcare Solutions is a
17 company that you're currently consulting with so
18 I'm asking what activity do they have ongoing
19 right now that could be generating any money?

20 A. Zero.

21 Q. You last filed bankruptcy in, what, 2011?

22 A. Correct.

23 Q. Have you filed bankruptcy any other time in your
24 life other than 2011?

25 A. Nope.

1 Q. What's your Social Security number?

2 A. 533-94-9875.

3 Q. What is your middle name?

4 A. Excuse me?

5 Q. What's your middle name?

6 A. R.

7 Q. Just the letter R?

8 A. Yes.

9 Q. Who pays utilities for the property you're living
10 in right now?

11 A. The homeowners.

12 Q. Is any part of that house actually in your name?

13 A. No.

14 Q. Do bills get sent, do your credit card bills get
15 sent to you at that address or do you have
16 everything sent to a P.O. box?

17 A. No. They're sent to that address, the credit
18 card bill is.

19 Q. Do you use a separate P.O. box?

20 A. I have a separate mailing address, yes.

21 Q. What's your separate mailing address?

22 A. 115 Penn, P-E-N-N, Warren Drive, Number 300-102,
23 Brentwood, Tennessee, 37027.

24 Q. I understand you haven't done your taxes for 2016
25 but do you have any understanding or estimate

1 what your annual income was for last year?

2 A. No.

3 Q. You have no idea if it was more or less than '15?

4 A. More or less?

5 Q. More or less than in 2015?

6 A. Probably somewhere close to that.

7 Q. Have you owned any cars since the Range Rover was
8 repossessed from you in your last bankruptcy?

9 A. Yes.

10 Q. When's the last time you owned a car?

11 A. A couple years ago. Actually, yeah, two years
12 ago, a year-and-a-half.

13 Q. And was that car repossessed?

14 A. No.

15 Q. Did you sell it?

16 A. No.

17 Q. What happened to it?

18 A. Gave it to my ex-wife.

19 Q. What kind of car was that?

20 A. Minivan.

21 Q. Was that the '91 Caravan?

22 A. No. It was a 2010 I think.

23 Q. When you filed bankruptcy last time, I think you
24 were identifying your occupation as a -- well,
25 let me ask you this: In 2011 what was your

1 **occupation?**

2 A. Sales.

3 **Q. Sales of what?**

4 A. Depended on what was being sold.

5 **Q. Well, what were you selling?**

6 A. I don't remember. Insurance products. Financial
7 services. And there were probably other things
8 that were sold. I believe I was consulting with
9 Life Health Science and a few other companies at
10 the time.

11 **Q. Were you in bullion sales?**

12 A. Yeah, but I don't think that was 2011, though.

13 **Q. So if that was represented to the Federal Court,
14 that would be inaccurate?**

15 A. That I was what?

16 **Q. That your occupation was bullion sales as filed
17 in your bankruptcy in 2011?**

18 A. If that is the right time, I'm trying to think of
19 when I worked there. That would be correct
20 because I was working at Northwest Territorial
21 Mint.

22 **Q. Do you have any assets that are still shared with
23 your ex-wife?**

24 A. Huh-huh.

25 **Q. No?**

1 A. No shared. She got everything. Minus the
2 clothes and golf clubs.

3 Q. What's total value of your personal property,
4 approximately, clothes, golf clubs, firearms,
5 anything else of value?

6 A. How do I value that? Is it based on like how
7 they value a bankruptcy, so it's if I go sell it
8 at a swap meet or if I go to the Goodwill, is
9 that how it's valued?

10 Q. What would you put as the fair market value on
11 your personal property?

12 A. \$5,000.

13 Q. Okay. So essentially you have \$5,000 in used
14 personal property, under \$2,000 in cash, no car,
15 no house?

16 A. Correct.

17 Q. Who paid your attorney's retainer?

18 MR. DOYLE: Objection. Don't
19 answer that.

20 MR. RUBIN: I think I can ask that
21 on the retainer.

22 MR. DOYLE: I'm going to object.
23 We can bring in the judge if you want to,
24 but don't answer that.

25 Q. Have you recently taken any loans from anybody in

1 the last six months?

2 A. Classify a "loan."

3 Q. Has someone given you money in the last six
4 months that they expect you hopefully to repay at
5 some point in time in one way or another?

6 A. No, I don't think I've had any -- I'm trying to
7 think of a credit card account? Because I was
8 approved for credit cards, but personal loans?

9 Q. Has someone given you cash or a check to help you
10 cover expenses that you've had anytime in the
11 last six months?

12 A. I have a significant other who pays for, pays for
13 stuff for me.

14 Q. And what's her name?

15 A. Am I required to report it?

16 Q. You're required to say what her name is. That's
17 all I'm asking.

18 A. Can I refrain from that because I don't like
19 talking about it publicly?

20 Q. You're under oath and I need to know where your
21 assets, money's coming from?

22 A. So who's paying for my expenses?

23 Q. Yeah. So who is the, what's the name of this
24 individual?

25 A. I have to?

1 Q. That's fine. I'm not going to tell.

2 A. So, Christine -- well, Christina Rahm Cook is a
3 business partner. That's probably the best one.
4 One.

5 Q. And what's the name of the second?

6 A. I'm trying to think if I use full name. Gina
7 Butler.

8 Q. Sorry?

9 A. Gina Butler.

10 Q. And what's her full name, Regina Butler?

11 A. No. Gina, G-I-N-A.

12 Q. Where does she live?

13 A. Brentwood.

14 Q. On what street?

15 A. Couldn't tell you. I don't know the street
16 number, street name.

17 Q. All right. So have you addressed all bank
18 accounts, real property, personal property, cars,
19 jewelry, tools, insurance policies, retirement
20 savings that you possess here in this testimony?

21 A. Yes.

22 Q. One second.

23 A. To the best of my knowledge.

24 MR. RUBIN: All right. Nothing
25 further. Thank you.

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1 MR. DOYLE: Before we go off, can
2 I make a statement off the record? And
3 this is Thomas Doyle, Clayton Thomas'
4 attorney, and we just went through a debtor
5 exam and there is a judgment and that is a
6 right.

7 We also have a motion to vacate
8 that judgment and we would just object to
9 the use and filing of any of this
10 information disclosed today for anything
11 besides the judgment that they have
12 assuming that it stays valid and if
13 anything is ever filed or done with this,
14 we'd request that it is under seal and that
15 is again to only be used for that judgment.

16 - - - -

17 (Off the record.)

18 - - - -

19
20 _____
21 CLAYTON R. THOMAS
22
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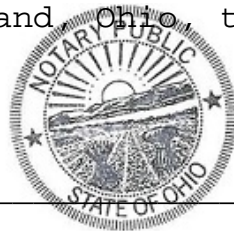
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C E R T I F I C A T E

The State of Ohio,) SS:
County of Cuyahoga.)

I, Pamela S. Greenfield, a Notary Public within and for the State of Ohio, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition as above-set forth was reduced to writing by me by means of stenotypy, and was later transcribed into typewriting under my direction; that this is a true record of the testimony given by the witness; that said deposition was taken at the aforementioned time, date and place, pursuant to notice or stipulations of counsel; that I am not a relative or employee or attorney of any of the parties, or a relative or employee of such attorney or financially interested in this action; that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at Cleveland, Ohio, this 8th day of May, 2017.



Pamela S. Greenfield, CRR, RDR
Notary Public, State of Ohio
780 Skylight Office Tower, Cleveland, Ohio 44113
My commission expires July 2, 2018

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<p align="center">Exhibits</p> <p>Thomas Plaintiffs Exhibit 1 Thomas Plaintiffs Exhibit 2 Thomas Plaintiffs Exhibit 3</p> <hr/> <p align="center">\$</p> <p>\$1.20 7:2 \$1.56 6:21 \$1.60 6:24 \$15,000 13:20 \$1500 7:12 \$2,000 25:14 \$250 7:21 \$28,900 19:5 \$3,000 11:25 \$30,000 11:23 \$339,000 11:21 12:10 \$339,256.87 11:7 \$36,000 12:4 \$5 8:3 \$5,000 25:12,13 \$50 7:6 \$500 6:13 \$675,000 11:10 \$75 8:2</p> <hr/> <p align="center">0</p> <p>0244132182 6:10</p> <hr/> <p align="center">1</p> <p>1 5:20,22 6:3 115 22:22 12 6:18 1225 15:2 13 14:17 15 20:5 23:3 153 7:22 153566767239 7:23 1704 14:7</p> <hr/> <p align="center">2</p> <p>2 11:5 12:11,23,24 29:23 20 15:17 19:7,17 2009 10:7 2010 23:22 2011 21:21,24 23:25 24:12,17 2015 15:17 19:4,5,10 23:5 2016 22:24 2017 29:19 2018 29:23</p>	<p>206-419 16:5 206-419-8225 15:19 206-851 16:8 206-851-2701 15:23 2103-2170 6:16 253558224171 7:15 2699-4156 6:19 28(D) 29:17 28,900 18:24</p> <hr/> <p align="center">3</p> <p>3 5:20,22 12:21,22,24 30,000 12:6 300-102 22:22 330th 15:3 337,000 11:10 37027 22:23 37064 14:9</p> <hr/> <p align="center">4</p> <p>40 17:16 44-and-a-half 11:15 44113 29:22 4802 15:1</p> <hr/> <p align="center">5</p> <p>5207-8309 6:22 533-94-9875 22:2</p> <hr/> <p align="center">8</p> <p>8781-4199 6:25 8th 29:19</p> <hr/> <p align="center">9</p> <p>91 23:21</p> <hr/> <p align="center">A</p> <p>ABI 20:25 above-named 29:9 above-set 29:10 account 4:22 6:10, 12,15,17,20,23 7:1,8, 9,10,13,15,16,17,20, 22,24,25 8:1 11:12,19 12:9,25 13:2,7 26:7 accounting 11:12 accounts 5:8,12,15 7:3,4 11:5,18 27:18 acting 10:16 action 29:15 activated 20:13,20 activity 21:13,18 address 14:6,8,11, 13,20,22 22:15,17,20, 21 addressed 27:17 administer 29:8 affiliated 29:16</p>	<p>aforementioned 29:13 age 4:1 amounts 11:19 annual 18:25 23:1 ANS 20:25 anytime 26:10 approved 19:16 26:8 approximately 25:4 assets 24:22 26:21 assuming 28:12 assumption 16:24 attorney 28:4 29:14, 15 attorney's 25:17 August 15:16,17 authorized 29:7 Autonomic 20:25 Avenue 14:25</p> <hr/> <p align="center">B</p> <p>balance 6:12,17,19, 22,25 7:20 8:1 13:15 balances 5:14 bank 6:4,6,7,8,12 7:15,18,22 11:18 27:17 bankruptcy 21:21, 23 23:8,23 24:17 25:7 based 8:8 11:6,8,9 12:22 25:6 beneficiary 8:11 benefit 8:7 bill 22:18 bills 22:14 bio 11:3 bit 14:24 board 19:16 borrow 14:4 Boulevard 14:7 box 22:16,19 Brentwood 6:9 7:19 14:14 22:23 27:13 bring 4:21 25:23 brought 4:18 bullion 24:11,16 business 8:15,20, 21,22 10:20 14:2,3,5 27:3 Butler 27:7,9,10</p> <hr/> <p align="center">C</p> <p>C3 8:25 9:6,7,9 18:6 19:13 20:2 C3healthcare.com 11:3 calculating 11:11 calculations 11:6 12:22</p>	<p>call 4:11 called 4:1 capital 12:9 13:2 car 14:3 23:10,13,19 25:14 Caravan 23:21 card 13:14,19 22:14, 18 26:7 cards 13:15 26:8 care 19:24 carrier 16:6,9 cars 13:21 23:7 27:18 cash 25:14 26:9 CBD 18:16 cell 15:20 16:3 cents 6:18 certified 4:5 certify 29:8 Championship 14:7 chance 18:5 change 6:13 11:21 18:24 19:5 charge 17:2,3 Charles 6:14 7:3 check 26:9 checking 7:9,10,16, 17,24 Christina 8:13 14:5 17:6,13 27:2 Christine 27:2 Church 14:14 cities 6:7 city 6:6 7:18 Civil 4:4 29:17 claim 12:9 Classify 26:2 Clayton 4:1,7,10,11, 14 10:22 28:3,20 clear 21:11 Cleveland 29:18,22 clinical 19:25 close 23:6 clothes 25:2,4 clubs 25:2,4 collected 7:12 collection 5:16 collective 7:5 collectively 13:16 combined 19:1 commission 29:23 commissions 9:18 companies 9:16,22, 25 10:3,5,10,12 11:2 17:9,13,17,20,21 18:9,10,12,14,23 19:7,9,10,12 20:9,13, 19 24:9 company 9:15 10:17,23 11:1 13:3 17:5,8,10 18:8 19:22</p>	<p>20:3,16,22 21:15,17 compensation 11:22 consult 17:20,21 18:10,15,21 consultant 10:13, 15,16 21:1,3,7 consulting 10:20 11:1 19:8,9,17 20:6, 15 21:17 24:8 contract 12:17 19:17 29:16 contracts 20:15 controls 19:23 Cook 8:13 14:5 16:20 17:6,13 27:2 copy 5:2 correct 6:5,11 8:9 21:22 24:19 25:16 cost 19:24 costs 11:11 counsel 29:14 County 29:5 couple 23:11 court 4:16 13:5 24:13 29:16 cover 12:2,4 26:10 Creative 18:19 credit 13:14,15 22:14,17 26:7,8 CROS 19:25 CROSS-examination 4:3,7 CRR 29:21 current 14:6 15:18 16:11 20:17 Cuyahoga 29:5</p> <hr/> <p align="center">D</p> <p>date 20:17 29:13 Datum 18:6 day 29:19 DB 8:6 Death 8:7 debtor 28:4 debtor's 4:16 12:18 21:10 dedicated 19:24 defined 29:16 Depended 24:4 deposed 4:5 deposition 29:9,10, 13 depositions 29:8 derived 19:6 device 20:23 devices 20:24 direction 29:12 disclosed 28:10 distributions 10:2 divorce 15:16</p>
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5151 CORPORATE WAY
JUPITER, FL 33458-3101
(866)720-8386

Route#: 0

Page: 1

Client: ROOT DETOX DROPS	21208	Patient: [REDACTED]	
		DOB: [REDACTED]	Age: 42
		ID#: [REDACTED]	Sex: M
Phys: [REDACTED]	(860) 603-3869	Phone: [REDACTED]	
		Chart#: [REDACTED]	Room#: [REDACTED]

Access#: 001507698	Coll. Date: 09/17/18 Coll. Time: 00:00 AM	Recv. Date: 09/25/18 Recv. Time: 10:38:39	First Report on: 09/25/18 Final Report on: 09/27/18 Print Date: 10/10/18 Print Time: 11:57
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Report Status: FINAL

SPECIMEN INFO: TIMED URINE

Creatinine, Urine 131 mg/dL

TOXIC METALS, PRE-PROVOC				
Test Name	Results	Range	Units	Graph
Aluminum, Urine	< dl	< 30	ug/g	
Antimony, Urine	< dl	0 - 0.9	ug/g	
Arsenic, Urine	21.3	0 - 100	ug/g	
Barium, Urine	< dl	0 - 6	ug/g	
Bismuth, Urine	< dl	0 - 10	ug/g	
Cadmium, Urine	< dl	0 - 2	ug/g	
Cesium, Urine	3.3	0 - 12	ug/g	
Gadolinium, Urine	0.3	0 - 0.9	ug/g	
Germanium, Urine	0.0	0 - 2	ug/g	
Lead, Urine	0.3	0 - 10	ug/g	
Mercury, Urine	3.2	0 - 10	ug/g	
Nickel, Urine	< dl	0 - 7	ug/g	
Niobium, Urine	< dl	0 - 1.0	ug/g	
Platinum, Urine	0.2	0 - 1	ug/g	
Rubidium, Urine	863.7	0 - 4000	ug/g	
Thallium, Urine	0.2	0 - 0.7	ug/g	
Thorium, Urine	< dl	0 - 0.1	ug/g	
Tin, Urine	< dl	0 - 10	ug/g	
Titanium, Urine	2.5	0 - 6	ug/g	
Tungsten, Urine	< dl	0 - 1.0	ug/g	
Uranium, Urine	< dl	0 - 0.05	ug/g	

<dl = less than detectable limit

	Results	Units	Reference Range	
Creatinine, Urine	131	mg/dL	20-370	Results are creatinine corrected to account for urine dilution variations. Reference intervals and corresponding graphs are representative of a healthy population under non-provoked conditions. Chelation (provocation) agents can increase urinary excretion of metals/elements.

Comments:

EXHIBIT O



5151 CORPORATE WAY
JUPITER, FL 33458-3101
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Route#: 0

Page#: 1

Client: ROOT DETOX DROPS	21208	Patient: [REDACTED]	
		DOB: [REDACTED]	Age: 42
		ID#: [REDACTED]	Sex: M
Phys: [REDACTED]	[REDACTED]	Phone: [REDACTED]	
		Chart#: [REDACTED]	Room#: [REDACTED]

Access#: 001507696	Coll. Date: 09/24/18 Coll. Time: 00:00 AM	Recv. Date: 09/25/18 Recv. Time: 10:36:19	First Report on: 09/25/18 Final Report on: 09/27/18 Print Date: 10/10/18 Print Time: 11:55
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Report Status: FINAL

SPECIMEN INFO: TIMED URINE

Creatinine, Urine 47 mg/dL

TOXIC METALS, POST-PROVOC				
Test Name	Results	Range	Units	Graph
Aluminum, Urine	< dl	< 30	ug/g	
Antimony, Urine	< dl	0 - 0.9	ug/g	
Arsenic, Urine	15.1	0 - 100	ug/g	
Barium, Urine	< dl	0 - 6	ug/g	
Bismuth, Urine	< dl	0 - 10	ug/g	
Cadmium, Urine	< dl	0 - 2	ug/g	
Cesium, Urine	2.5	0 - 12	ug/g	
Gadolinium, Urine	0.5	0 - 0.9	ug/g	
Germanium, Urine	0.3	0 - 2	ug/g	
Lead, Urine	0.3	0 - 10	ug/g	
Mercury, Urine	13.8 ■	0 - 10	ug/g	
Nickel, Urine	< dl	0 - 7	ug/g	
Niobium, Urine	< dl	0 - 1.0	ug/g	
Platinum, Urine	0.3	0 - 1	ug/g	
Rubidium, Urine	837.0	0 - 4000	ug/g	
Thallium, Urine	0.2	0 - 0.7	ug/g	
Thorium, Urine	< dl	0 - 0.1	ug/g	
Tin, Urine	< dl	0 - 10	ug/g	
Titanium, Urine	1.0	0 - 6	ug/g	
Tungsten, Urine	< dl	0 - 1.0	ug/g	
Uranium, Urine	< dl	0 - 0.05	ug/g	

<dl = less than detectable limit

	Results	Units	Reference Range	Results are creatinine corrected to account for urine dilution variations. Reference intervals and corresponding graphs are representative of a healthy population under non-provoked conditions. Chelation (provocation) agents can increase urinary excretion of metals/elements.
Creatinine, Urine	47	mg/dL	20-370	

Comments: