

MICHAEL K. JEANES
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IN THE SUPERIOR COURT OF MARICOPA COUNTY
STATE OF ARIZONA

ALFRED PETERSEN,

Plaintiff,

vs.

TARL ROBINSON,
PLEXUS HOLDCO, LLP,
PLEXUS HOLDINGS INC.,
PLEXUS WORLDWIDE, LLP,
PLEXUS WORLDWIDE, LLC and
PLEXUS WORLDWIDE INC.,

Defendants.

No. **CV2015-051936**

PLAINTIFF'S COMPLAINT

**PLAINTIFF DEMANDS A
JURY TRIAL.**

Plaintiff, ALFRED PETERSEN, by his attorney, PHILIP J. NATHANSON of THE NATHANSON LAW FIRM, complains against Defendants, TARL ROBINSON, PLEXUS HOLDCO, LLP, PLEXUS HOLDINGS INC., PLEXUS WORLDWIDE, LLP, PLEXUS WORLDWIDE, LLC, and PLEXUS WORLDWIDE INC. (hereinafter sometimes referred to collectively as "PLEXUS"), and alleges as follows:

COUNT I

DEFAMATION PER SE - DAMAGES

1. At all times material herein, ALFRED PETERSEN, was a partner in PLEXUS HOLDCO, LLP, the holding entity for PLEXUS WORLDWIDE, LLC., and

1 was an executive of the PLEXUS companies. Plaintiff designed and implemented
2 the PLEXUS compensation plan. Plaintiff was responsible for bringing three
3 quarters of the products on board at PLEXUS due to the business contacts Plaintiff
4 had and the friendships he had built in the network marketing field.

5 2. Defendant TARL ROBINSON is the CEO of PLEXUS.

6 3. PLEXUS WORLDWIDE INC., PLEXUS WORLDWIDE, LLP, and
7 PLEXUS HOLDINGS INC. were and are PLEXUS entities owned and/or
8 controlled by Defendant ROBINSON. The latter entity, PLEXUS HOLDINGS INC.,
9 is the managing partner of PLEXUS HOLDCO, LLP.

10 4. Since PLEXUS WORLDWIDE was purchased more than seven years
11 ago, Plaintiff has been the visionary and network-marketing expert behind the
12 success of what is now PLEXUS WORLDWIDE. Plaintiff was a valued executive
13 and founder of the current PLEXUS WORLDWIDE. That is until Defendant
14 ROBINSON decided to engage in a course of conduct, using defamation as his
15 primary means, to freeze Plaintiff out from active participation in the PLEXUS
16 companies.

17 5. In early 2014, one of the PLEXUS executive assistants,
18 Brittany Gaines and Plaintiff were kidding around by the photocopier machine
19 discussing the upcoming NFL football playoffs. Ms. Gaines was an ardent fan of
20 the San Francisco 49ers, and Plaintiff was similarly supportive of the
21 Seattle Seahawks. The two teams were about to play each other for the right to go
22 to the 2014 Super Bowl. In good fun, Ms. Gaines told Plaintiff that the 49ers were
23 going to demolish the Seattle Seahawks. As Ms. Gaines was leaving the
24 photocopier area, Plaintiff tapped Ms. Gaines lightly in the area of her buttocks and
25 said, "Get out of here!!" Plaintiff truly believed this was all in good fun regarding
pro football, not regarding the business of PLEXUS. No sexual connotation was
involved as far as Plaintiff was concerned. Plaintiff is in his 70s.

1 6. The following Monday morning, Defendant ROBINSON called
2 Plaintiff into his office and said that Ms. Gaines had filed an HR complaint against
3 Plaintiff for slapping her on the buttocks. Plaintiff was shocked that such an
4 incident had gone to that level, but Plaintiff nevertheless made a full apology to
5 Ms. Gaines. Plaintiff's conduct was not and is not illegal.

6 7. Then, in March of 2014, Plaintiff was on a speaking tour on behalf of
7 PLEXUS. Plaintiff left from Phoenix early on a Monday morning and gave his first
8 presentation that night in Memphis. From there Plaintiff went on to talk in other
9 locations on Tuesday, Wednesday and Thursday evenings and held a special in-
10 home presentation on Saturday in Gulf Port, Mississippi.

11 8. Plaintiff thought the tour had gone exceptionally well but, when he
12 arrived back in the PLEXUS office the following Monday, Defendant ROBINSON
13 called Plaintiff into his office to announce that a complaint had been filed against
14 Plaintiff. An Ambassador (a PLEXUS distributor) said she was offended because
15 Plaintiff swore while delivering one of his presentations. Plaintiff was surprised
16 for two reasons: the alleged offending phrase was "dick-all" which according to
17 Google is not swearing; it is a slang expression meaning "very little" or "nothing."
18 It was upsetting to Plaintiff to be accused of swearing over something that did not
19 constitute swearing; second, even though the alleged incident occurred the
20 previous Monday night, the first night of a five city speaking tour, Defendant
21 ROBINSON did not call Plaintiff immediately, and instead waited until Plaintiff
22 returned to the PLEXUS offices.

23 9. At the end of May, 2014, in Dallas, Texas, at the PLEXUS company's
24 annual convention, Defendant ROBINSON'S freeze-out plan became apparent.
25 The convention occurred over four days - Thursday through Sunday noon.
Plaintiff flew into Dallas on Tuesday evening due to an advisory board meeting
scheduled for Wednesday, along with an opportunity meeting sponsored by the

1 top Ambassadors.

2 10. Prior to leaving for Dallas, Plaintiff was playing fetch with his dog.
3 Plaintiff threw a ball and the dog would retrieve it. Plaintiff over did one of the
4 throws, and felt immediate pain in his right shoulder. Thereafter Plaintiff had
5 difficulty sleeping, so he took sleeping pills and pain killers. Plaintiff had one spot
6 on his front right shoulder that was the size of a quarter. Any pressure on that
7 spot resulted in extreme pain. On the Sunday before leaving for Dallas, there was
8 almost no improvement. Plaintiff couldn't use his right hand. On the Sunday
9 before leaving, Plaintiff decided to call one of the PLEXUS shareholders,
10 Alec Clark, to advise him that there was a chance Plaintiff couldn't make it to the
11 convention for a few days. Plaintiff explained what had happened to his arm and
12 the challenges he was having with sleep, pain and mobility. On the Tuesday
13 morning that Plaintiff departed for Dallas, there was significant improvement of
14 the pain, but Plaintiff still needed to take some of over-the-counter pain pills he
15 had been taking for the shoulder pain.

16 11. On the plane Plaintiff sat next to a woman from Phoenix,
17 Laura Roberts. Plaintiff had two drinks on the plane - bloody Mary's. Upon
18 arrival in Dallas, Plaintiff was driven to the hotel. Plaintiff saw a large group of
19 PLEXUS Ambassadors in front of the hotel along with all the staff from Plexus.
20 Plaintiff was and is very popular with the Ambassadors as well as with the staff -
21 or at least that was the case before the convention. Plaintiff was getting hugs,
22 handshakes and high-fives from the moment he arrived at the hotel. Hugging
23 wasn't easy for Plaintiff because of his sore right shoulder. Plaintiff doesn't
24 remember hugging any particular person, except his executive assistant, Christy.

25 12. On the Friday morning of the convention, Plaintiff was running a
little late for the first meeting so he was walking briskly towards the main
convention room. Brittany Gaines was standing by herself looking back towards

1 the reception desk of the hotel. As Plaintiff walked briskly by her, about 30 or
2 more feet away, Plaintiff said: "Good morning." Ms. Gaines said nothing back to
3 Plaintiff.

4 13. Then, about 2:45 on Friday afternoon, Defendant ROBINSON spoke
5 to Plaintiff back stage and said that he wanted to see Plaintiff in his room at 4:00
6 PM. Plaintiff told ROBINSON that as Plaintiff was closing the session, which was
7 wrapping up at 4 PM, Plaintiff would probably be fifteen to twenty minutes late.
8 ROBINSONS said OK, and gave me no indication of upset and no indication of
9 what he wanted to talk about.

10 14. Plaintiff arrived at ROBINSON'S room about 4:15PM that Friday,
11 and was shocked when ROBINSON asserted that Plaintiff had arrived at the hotel
12 drunk on Tuesday night and that one person reported that Plaintiff smelled like a
13 brewery. ROBINSON further claimed that Plaintiff had inappropriately hugged
14 Brittany Gaines in front of the hotel, allegedly kissed her on the back and invited
15 her up to Plaintiff's room. ROBINSON told Plaintiff that Ms. Gaines had left the
16 convention and filed a formal HR complaint. ROBINSON further told the Plaintiff
17 that he had no choice but to order Plaintiff to leave the convention immediately
18 and to fly back to Arizona. ROBINSON said that Plaintiff's room had been
19 cancelled; that Plaintiff's return flight had been re-scheduled and that a limo
20 would be downstairs to pick Plaintiff up at 6:00 PM on that Friday night.

21 15. The truth was that Plaintiff had not been drunk at all. Nor did
22 Plaintiff recall even seeing Brittany Gaines at the start of the convention, let alone
23 recalling what she accused Plaintiff of doing.

24 16. On the Tuesday night of the alleged incident, Brittany Gaines met
25 with Defendant Robinson and the HR consultant with the company and told them
what had allegedly happened according to her. Ms. Gaines also told Robinson to
tell Plaintiff not to talk to her for the rest of the convention; not to apologize to her

1 and not to send her flowers. She said the matter could be dealt with back in the
2 office on Monday, but she didn't want Plaintiff to attempt to apologize or for the
3 rest of the convention. Robinson failed to disclose to Plaintiff her request.

4 17. Because Robinson had not disclosed to Plaintiff that Brittany Gaines
5 wanted no further verbal or other contact with Plaintiff during the convention,
6 which Plaintiff did not know, Plaintiff had greeted her on Friday morning, as
7 alleged above. As a result of that greeting, Ms. Gaines quit and filed an HR
8 complaint with the company on the Friday morning after Plaintiff spoke to her.
9 Defendant Robinson deliberately failed to disclose Ms. Gaines' request of no
10 contact to set up Plaintiff for what occurred, full well knowing that Plaintiff is a
11 friendly, affable person who would greet her when he saw her.

12 18. Without knowing Ms. Gaines' request, because Robinson failed to
13 disclose it to Plaintiff, the Plaintiff asked ROBINSON if there wasn't a more
14 diplomatic way of handling the situation (and one that would avoid Plaintiff
15 abruptly leaving the convention, *i.e.*, one that would save face for Plaintiff and the
16 company. Plaintiff asked Robinson if Plaintiff could do the presentation he had
17 prepared for the Saturday morning session and, at the end of it, say that he had an
18 urgent personal matter to take care of in Scottsdale and had to leave the
19 convention immediately after the presentation. But Defendant ROBINSON
20 refused. He said that Plaintiff's actions left the company no other choice.

21 19. Plaintiff was extremely distressed. He did not remember any
22 incident with Brittany Gaines, and he couldn't understand why, if such an
23 incident really happened on Tuesday night, why Plaintiff was not told about it
24 then and there, and why, on Friday night, all of a sudden, Plaintiff was being
25 forced to leave the company's yearly convention immediately.

1 20. Dr. Dennis Harris, one of the company's product suppliers came to
2 Plaintiff's hotel room at Plaintiff's request, and he was equally shocked when he
3 heard the story and heard that Plaintiff was being asked to leave
4 immediately. Plaintiff then asked Dr. Harris to call Laura Roberts, who by Friday,
5 was back in Phoenix. He got her on the phone. With Defendant Robinson there,
6 Laura Roberts confirmed that we each had two drinks on the plane to Dallas and
7 stated that I was totally lucid during the entire flight.

8 21. But Defendant Robinson would not budge and insisted that Plaintiff
9 start packing so that he would be in the hotel lobby at 6 PM so he could be picked
10 up and taken to the airport.

11 22. Defendant Robinson knew that his treatment of Plaintiff at the
12 company's yearly convention would embarrass, humiliate and demean Plaintiff,
13 and, in order to assure that that occurred, Robinson told many PLEXUS personnel
14 and ambassadors that he had to send Plaintiff home due to Plaintiff's misconduct
15 with Brittany Gaines and also due to Plaintiff being drunk. Defendant Robinson's
16 "story" was communicated by Robinson to all the PLEXUS staff and, in a matter of
17 hours, all the PLEXUS Ambassadors (distributors).

18 23. As a result of Defendant Robinson's conduct and statements at the
19 convention in Dallas, Plaintiff sent an e-mail to Defendant Robinson, on the
20 following Monday, saying that Plaintiff was taking a six-month sabbatical from
21 the company. About 10 days later, Defendant Robinson had a meeting with
22 Plaintiff, and said to Plaintiff: "Here are the terms of your sabbatical." I was
23 thinking, you arrogant SOB. It is MY sabbatical not yours. Robinson read from a
24 small piece of paper where he had scribbled some notes, and told Plaintiff that:

25 (a) Plaintiff was not allowed to come into the office under any
circumstances;

1 (b) Plaintiff was not allowed to talk to any staff member except
2 members of the Executive Team. That was particularly damaging because Christy
3 Kase, Plaintiff's executive assistant, was told NOT to talk or otherwise
4 communicate with Plaintiff; and

5 (c) Plaintiff was not allowed to talk to the Ambassadors.

6 24. The foregoing "Rules" for Plaintiff's sabbatical were created by
7 Defendant Robinson as a way of capitalizing on the situation he created for the
8 Plaintiff, and as a way of making it appear as if the company was really concerned
9 about the HR complaint filed by Brittany Gaines. Defendant Robinson's tactics
10 made it appear as if he had taken stern measures against Plaintiff, even though his
11 own failure to disclose was what turned an incident that could have been handled
12 at the office on Monday morning into a major resignation incident with legal
13 repercussions.

14 25. Thereafter, Defendant Robinson:

- 15 (a) Blocked Plaintiff from coming into the Plexus office;
- 16 (b) Blocked Plaintiff from receiving the Daily Sales Reports;
- 17 (c) Blocked Plaintiff from receiving any e-mails and e-blasts from
18 the company;
- 19 (d) Blocked Plaintiff from attending Executive Meetings out of the
20 office when they are meeting with Department Heads;
- 21 (e) Blocked the PLEXUS staff from talking to Plaintiff - only
22 members of the Executive Team were allowed to talk to
23 Plaintiff.
- 24 (f) Blocked Plaintiff from receiving any quarterly financial report -
25 even though one was due in April for the first quarter;
- (g) Closed Plaintiff's Plexus e-mail address so that the
Ambassadors had no way to contact Plaintiff.

1 (h) Did not invite Plaintiff to be on the Diamond Conference Calls
2 held once a month, or the Advisory Board calls.

3 26. In December, after Plaintiff's six-month "sabbatical" was over, and
4 before Plaintiff was forced to resign, Defendant Robinson failed to send Plaintiff
5 an invitation to the Plexus company Christmas Party; failed to invite Plaintiff to
6 the Grand Opening of the new PLEXUS warehouse.

7 27. Because Defendant Robinson's goal was to get full control of the
8 company, when Plaintiff's sabbatical was up, Robinson did not welcome Plaintiff
9 back into the company - despite questions from Ambassadors and staff as to when
10 Plaintiff was coming back. Defendant Robinson kept saying to the PLEXUS
11 Ambassadors, staff and employees that he didn't want Plaintiff back in the
12 company because Plaintiff's behavior was too disruptive.

13 28. At the same time that Defendant Robinson was defaming Plaintiff to
14 the PLEXUS ambassadors, staff and employees regarding Plaintiff's alleged sexual
15 misconduct and alleged excessive drinking, Defendant Robinson was himself
16 having an affair with a senior member of the Plexus Staff, and was and is drinking
17 in excess.

18 29. Defendant Robinson called an Extraordinary PLEXUS Advisory
19 Board Conference call, which Board included some of the most respected and
20 influential Ambassadors in the company, in which call Robinson falsely said:

21 (a) Alfred has resigned. We didn't fire him. He resigned.

22 (b) There are many things that Alfred has done that you don't
23 know about.

24 One of the Advisory Board members said: "They made Alfred sound like
25 some sort of a criminal."

26 30. On or about May 6, 2015, PLEXUS issued the announcement
27 attached as Exhibit #1, which falsely and misleadingly asserted that Plaintiff was
28 viewed as a "valued stakeholder" of the company. This announcement was

1 emailed company-wide, and created the false impression that Plaintiff had
2 voluntarily gone on sabbatical and would not serve as an executive.

3 31. At the time of the commission by defendant Robinson of the wrongs
4 hereinafter alleged, and for a long time prior thereto, Plaintiff was a person of good
5 name and reputation, and was deservedly held in high esteem by and among
6 PLEXUS Ambassadors and staff, as well as among network marketing executives in
7 many parts of the United States and Canada.

8 32. As set forth above, Defendant Robinson issued defamatory
9 statements and comments about Plaintiff, wherein Defendant Robinson falsely,
10 maliciously and wrongfully stated to the PLEXUS Ambassadors, staff and
11 employees that Plaintiff had:

- 12 (a) sexually harassed Brittany Gaines;
- 13 (b) drank to excess at the PLEXUS convention in Dallas;
- 14 (c) engaged in disruptive conduct that precluded his
15 involvement with the PLEXUS companies.

16 33. The statements of Defendant ROBINSON that are set forth above were
17 and are false. Defendant Robinson either knew that those statements were false, or
18 defendant proceeded to make those statements in reckless disregard of their truth or
19 falsity. Defendant failed to make proper inquiry of Plaintiff or otherwise before
20 publishing those statements; and, in the publication of said defamatory statements,
21 Defendant showed actual malice, spite and ill-will toward plaintiffs.

22 34. Defendant ROBINSON falsely, maliciously and wrongfully intended
23 to injure and destroy Plaintiff's good name and reputation; and to expose Plaintiff to
24 public contempt, hatred, suspicion, and financial injury. Defendant falsely,
25 maliciously and wrongfully wrote and published, or caused to be written and
published, of and concerning the Plaintiff, and of and concerning Plaintiff's
employment and professional status, the defamatory, false, malicious and

1 scandalous words set forth above. Those words in the foregoing statements
2 contained false assertions concerning plaintiffs that are defamatory *per se*, in that:

- 3 (a) the statements made impute want of integrity in discharging
4 professional duties, and prejudice plaintiffs in their profession; and
5 (b) the statements accuse plaintiffs of, and impute to them, the
6 commission of illegal acts constituting sexual harassment.

7 35. Defendant Robinson further falsely, maliciously and wrongfully
8 intended to injure and destroy Plaintiff's good name, fame and reputation in their
9 employment as a PLEXUS executive, including lecturing, teaching and writing; to
10 bring Plaintiff into disgrace in his profession and with his colleagues therein, as well
11 as other persons with whom he had dealings in his profession; to cause Plaintiff to be
12 regarded as an unfit person and unworthy to carry on the duties of his employment
13 and profession; and to prejudice and injure Plaintiff with his business associates.

14 36. Defendant Robinson, with actual malice, published, or caused the
15 publication of, said false and defamatory statements, and therefore and thereby
16 distributed, or caused the distribution of, copies of said defamatory statements to
17 and among all PLEXUS Ambassadors and staff, so that professional colleagues of
18 Plaintiff would read such statements about Plaintiff.

19 37. In the writing and publication of the defamatory statements set
20 forth above, defendant meant, and intended others to understand the defamatory
21 statements to mean, that Plaintiff was a person unfit to perform his duties at the
22 PLEXUS companies.

23 38. As a direct and proximate result of one or more of the aforesaid acts of
24 the defendant, and the publication of said defamatory statements, Plaintiff has been,
25 and is, jeopardized in his employment, reputation and standing; and he has
sustained financial loss in his profession. Plaintiff has been obliged to consult legal
counsel with respect to the foregoing, his employment and other matters arising

1 therefrom, and he has necessarily paid or obligated himself to pay large sums
2 therefor. Plaintiff has been severely and permanently injured in his reputation and
3 good standing in the PLEXUS and network marketing community; and he will in the
4 future have a diminished earning capacity as a result of the defamation committed
5 by defendant including, but not limited to:

6 (a) Executive Salary -\$180,000 per year.

7 (b) Quarterly Bonus - All staff at Plexus who were with the company for
8 90 days, got to participate in a quarterly bonus based on a percentage of the
9 company's profits. Typically, these bonuses for Plaintiff would run \$20,000 to
10 \$30,000.

11 WHEREFORE, Plaintiff ALFRED PETERSEN asks this Court for judgment
12 against Defendant, TARL ROBINSON, in an amount in excess of Fifty Thousand
13 Dollars (\$50,000.00), to compensate Plaintiff for the damages sustained, together with
14 punitive damages and the costs of this action.

15 COUNT II

16 DEFAMATION PER QUOD - DAMAGES

17 1-33. Plaintiff realleges and incorporates by this reference paragraphs 1-33 of
18 Count I as and for paragraphs 1-33 of this Count II.

19 34. Defendant ROBINSON falsely, maliciously and wrongfully intended
20 to injure and destroy Plaintiff's good name and reputation; and to expose Plaintiff to
21 public contempt, hatred, suspicion, and financial injury. Defendant falsely,
22 maliciously and wrongfully wrote and published, or caused to be written and
23 published, of and concerning the Plaintiff, and of and concerning Plaintiff's
24 employment and professional status, the defamatory, false, malicious and
25 scandalous words set forth above. Those words in the foregoing statements, together
with the foregoing facts and circumstances, were defamatory *per quod*, in that:

1 (a) the statements made and the conduct and circumstances impute want
2 of integrity in discharging professional duties, and prejudice plaintiffs
in their profession; and also

3 (b) the statements, conduct and circumstances accuse and suggest that
4 plaintiffs committed illegal acts constituting sexual harassment.

5 35. Defendant Robinson further falsely, maliciously and wrongfully
6 intended to injure and destroy Plaintiff's good name, fame and reputation in their
7 employment as a PLEXUS executive, including lecturing, teaching and writing; to
8 bring Plaintiff into disgrace in his profession and with his colleagues therein, as well
9 as other persons with whom he had dealings in his profession; to cause Plaintiff to be
10 regarded as an unfit person and unworthy to carry on the duties of his employment
and profession; and to prejudice and injure Plaintiff with his business associates.

11 36. Defendant Robinson, with actual malice, published, or caused the
12 publication of, said false and defamatory statements, and therefore and thereby
13 distributed, or caused the distribution of, copies of said defamatory statements to
14 and among all PLEXUS Ambassadors and staff, so that professional colleagues of
15 Plaintiff would read such statements about Plaintiff.

16 37. In the writing and publication of the defamatory statements set
17 forth above, defendant meant, and intended others to understand the defamatory
18 statements to mean, that Plaintiff was a person unfit to perform his duties at the
19 PLEXUS companies.

20 38. As a direct and proximate result of one or more of the aforesaid acts of
21 the defendant, and the publication of said defamatory statements, Plaintiff has been,
22 and is, jeopardized in his employment, reputation and standing; and he has
23 sustained financial loss in his profession. Plaintiff has been obliged to consult legal
24 counsel with respect to the foregoing, his employment and other matters arising
25 therefrom, and he has necessarily paid or obligated himself to pay large sums
therefor. Plaintiff has been severely and permanently injured in his reputation and

1 good standing in the PLEXUS and network marketing community; and he will in the
2 future have a diminished earning capacity as a result of the defamation committed
3 by defendant including, but not limited to:

4 (a) Executive Salary -\$180,000 per year.

5 (b) Quarterly Bonus - All staff at Plexus who were with the company for
6 90 days, got to participate in a quarterly bonus based on a percentage of the
7 company's profits. Typically, these bonuses for Plaintiff would run \$20,000 to
8 \$30,000.

9 WHEREFORE, Plaintiff ALFRED PETERSEN asks this Court for judgment
10 against Defendants, TARL ROBINSON, PLEXUS HOLDCO, LLP, PLEXUS
11 HOLDINGS INC., PLEXUS WORLDWIDE, LLP, PLEXUS WORLDWIDE, LLC,
12 and PLEXUS WORLDWIDE INC., in an amount in excess of Fifty Thousand Dollars
13 (\$50,000.00), to compensate Plaintiff for the damages sustained, together with
14 punitive damages and the costs of this action.

15 DATED this 15th day of May, 2015.

16 ALFRED PETERSEN

17 By: 

18 Plaintiff's Attorney

19
20 Philip J. Nathanson (AZ Bar #013624)
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Plexus Ambassadors,

As many of you know, Alfred Pettersen was on sabbatical for several months. Going forward, Alfred will continue as a valued stakeholder of Plexus, but no longer serve as an executive.



As a network marketing icon, many Ambassadors will remember Alfred as the architect of our Plexus compensation plan, a motivational speaker, and a visionary who sought to "create a network marketing company the way it could be done, and should be done, but rarely ever is."

Before we purchased Plexus Worldwide over seven years ago, Alfred was a personal friend, and I'm grateful for his contributions and friendship, and I wish him the happiness and continued good fortune he deserves.

We remain extremely excited about our existing leadership team as Plexus continues its growth in 2015 and the years to come in partnership with our Ambassadors.

Sincerely,

Tarl Robinson, CEO

