

AMWAY CORP. ,)	IN THE DISTRICT COURT
A Virginia Corporation)	
)	
Plaintiff,)	
)	
v.)	
)	199th JUDICIAL DISTRICT
)	
SCOTT E. JOHNSON, a/k/a "TEX" and)	
"TEX2",)	
An individual residing in Texas)	
)	COLLIN COUNTY, TEXAS
Defendant.)	

AGREED CONSENT DECREE AND FINAL JUDGMENT

On this day, Plaintiff, Amway Corp., and Defendant, Scott E. Johnson, appeared by and through their respective attorneys of record and announced to the Court that Plaintiff and Defendant have reached an agreement to enter a permanent injunction, Consent Decree and a Final Judgment in the above-referenced civil action. Plaintiff and Defendant waive their right to a jury trial, and waive their right to appeal this Agreed Consent Decree and Final Judgment. Plaintiff and Defendant agree and consent to the entry of the following permanent injunction and Final Judgment in the above-referenced civil action.

It is, accordingly, ORDERED, ADJUDGED AND DECREED as follows:

1. Plaintiff shall take nothing on Plaintiff's monetary and damage claims against Defendant, (including Plaintiff's claim for attorneys' fees, court costs and pre-judgment interest); however, Plaintiff shall be awarded the permanent injunction described herein;

2. Defendant shall take nothing on Defendant's claims against Plaintiff as contained in Defendant's Counterclaim;

3. Plaintiff and Defendant shall take nothing against each other on any claim that was or could have been asserted in the above-referenced civil action through the date of this Final Judgment, except for the specific Judgment awards described herein and the permanent injunction against Defendant as contained in this Final Judgment as all other such claims and forms of relief are dismissed with prejudice;

4. Each party shall bear its own court costs and attorneys fees;

5. Defendant, SCOTT E. JOHNSON, a/k/a "TEX" and "TEX2", and Defendant's respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, are permanently restrained and enjoined from initiating or having any ~~Communications with any and all persons known or reasonably believed to be an~~ Amway Independent Business Owner or IBO for any reason whatsoever except

that Johnson may communicate with IBOs regarding non-Amway related matters. For purposes of this Section 5, “Communications” shall mean any and all types of direct or indirect verbal, written or electronic communication or messages, including, but not limited to, letters, written documents, fliers, hand-bills, e-mail, text messages, telecopy, fax, messages or communications sent through the Amway personal retail website or other IBO websites, Facebook posts, LinkedIn messaging, or any and all other communications or messages sent through any other type of social media;

6. Nothing contained in this Agreed Consent Decree and Final Judgment shall prevent Defendant, SCOTT E. JOHNSON a/k/a “TEX” and “TEX2,” and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, from maintaining a blog or website, publishing a book, testifying in response to a lawful subpoena served in accordance with law, giving a radio interview, nor from posting messages on a social media website, page or message board unless Johnson reasonably knows or believes that the website, page or message board is owned or operated by Amway or an IBO, giving a television interview, or engaging in other communications that are directed to the public at large; however, Sections 7-11 of this Agreed Consent Decree and Final Judgment shall be complied with;

7. Defendant, SCOTT E. JOHNSON, a/k/a “TEX” and “TEX2”, and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, are permanently restrained and enjoined from using profane or obscene language or images relative to or directed toward Amway, or any Amway owner, officer, employee, agent, attorney or IBO, or making any physical threats toward Amway or any Amway owner, officer, employee, agent, attorney or IBO;

8. Defendant, SCOTT E. JOHNSON, a/k/a “TEX” and “TEX2”, and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, are permanently restrained and enjoined from blaming or associating Amway, or any Amway owner, officer, employee, agent, attorney or IBO with any death, illness, or accident;

9. Defendant, SCOTT E. JOHNSON, a/k/a “TEX” and “TEX2”, and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, are permanently restrained and enjoined from misappropriating the name, identity or likeness of Amway, or any Amway owner, officer, employee, agent, attorney or IBO for any purpose, or otherwise violating the rights of privacy and publicity of

any Amway owner, officer, employee, agent, attorney or IBO; however, this paragraph shall not preclude Defendant, SCOTT E. JOHNSON, a/k/a “TEX” and “TEX2”, and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them from using the name “Amway” in the text or title of a blog, website, book, article, or any other public communication providing such use does not infringe Amway’s trade mark rights;

10. Defendant, SCOTT E. JOHNSON, a/k/a “TEX” and “TEX2”, and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, are permanently restrained and enjoined from stating or creating the impression that they are in any way currently affiliated with, currently associated with, or authorized to ever speak on behalf of or represents Amway, or any Amway owner, officer, employee, agent, attorney or IBO;

11. Defendant, SCOTT E. JOHNSON, a/k/a “TEX” and “TEX2”, and Defendant’s respective officers, managers, trustees, agents, servants, employees, confederates and all other persons in active concert or participation with them, are permanently restrained and enjoined from encouraging, aiding or abetting the

conduct of any other person that would violate any of the restraints contained in paragraphs 5, 6, 7, 8, 9, or 10, above;

12. This Agreed Consent Decree and Final Judgment finally disposes of all claims and all parties;

13. This Agreed Consent Decree and Final Judgment is not appealable. All parties have consented and approved the entry of this Agreed Consent Decree and Final Judgment as to form and substance;

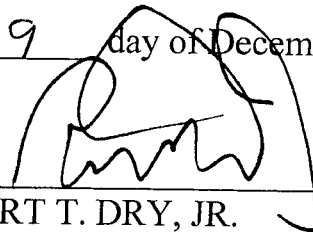
14. Execution shall issue for this Judgment;

15. This Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Agreed Consent Decree and Final Judgment and the permanent injunction contained herein;

16. The bond previously filed with the clerk and executed by Plaintiff in the sum of \$ 1,000.00 payable to Defendant shall be released to Plaintiff, and the Clerk is instructed to deliver a check in the amount of \$1,000.00 made payable to "Amway Corp." to Plaintiff's attorney of record; and,

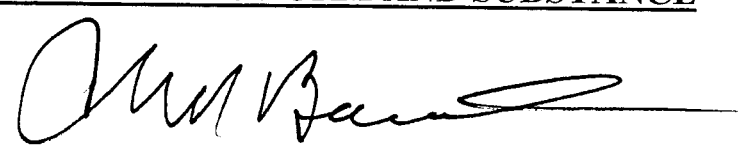
17. Nothing in this Agreed Consent Decree and Final Judgment shall require Defendant to modify or delete anything he has previously posted to a website, blog, or message board, unless Defendant owns the website, blog, or message board in question.

SIGNED AND ENTERED on this 9 day of December, 2011.



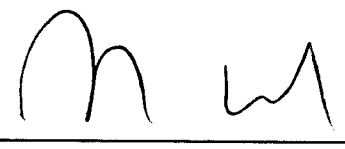
ROBERT T. DRY, JR.
DISTRICT JUDGE
199th JUDICIAL DISTRICT COURT
COLLIN COUNTY, TEXAS

APPROVED AS TO FORM AND SUBSTANCE



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