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

ROBIN BLACKMON-DUNDA and  
STRYKER DUNDA, husband and wife;

Plaintiffs,

vs.

MARY KAY INC., a Texas corporation

Defendant.

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS' VERIFIED ORIGINAL PETITION:**

- COUNT I---BREACH OF CONTRACTS;**
- COUNT II---INTENTIONAL INTERFERENCE WITH CONTRACTS;**
- COUNT III---INTERFERENCE WITH PROSPECTIVE CONTRACTS;**
- COUNT IV--DECEPTIVE TRADE PRACTICES;**
- COUNT V---INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- COUNT VI--DEFAMATION**

COME NOW the Plaintiffs, by and through their attorneys undersigned and for their Verified Original Petition against the Defendant, allege as follows:

1. This case arises under Texas law inasmuch as the Defendant has caused events to occur in Dallas County, Texas out of which this action arises.
2. The Plaintiffs ROBIN BLACKMON-DUNDA and STRYKER DUNDA have been husband and wife residing in Bedford, Texas at all material times.

1 3. The Defendant, MARY KAY INC. (hereinafter "Defendant" or "the company" or "Mary  
2 Kay") is a Texas corporation headquartered in Dallas, Texas selling cosmetics through a huge  
3 organization of multi-level contractually related consultants operating as independent contractors  
4 who are compensated on the basis of a percentage of wholesale purchases made by the  
5 consultants and retail purchases of customers under them in each consultant's own business, also  
6 referred to as her "Sales Unit."

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8 4. Plaintiff Robin Blackmon-Dunda entered into contracts as an Independent Beauty Consultant  
9 and Sales Director with the Defendant, copies of which are attached hereto as Exhibits 1 (form  
10 currently used by Mary Kay in lieu of copy of Plaintiff's 1987 contract, which she is unable to  
11 locate) and 2 respectively.

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13 5. Until her termination by Defendant, Plaintiff Robin Blackmon-Dunda was a Sales Director  
14 with Mary Kay of long, and illustrious, standing having begun her Mary Kay business in July,  
15 1987 and debuting as a Sales Director in 1994, achieving Top Ten in sales for her (Sapphire)  
16 Seminar three times, Million-Dollar Sales Director twice, and Top Ten Sales Director  
17 Nationwide twice. She was Queen of Unit Sales for the Sapphire Seminar in 2005, and 1<sup>st</sup>  
18 runner-up in 2006, finishing 5<sup>th</sup> for the entire nation. Her Mother, Jo Ann Blackmon has been  
19 with Mary Kay for 37 star-studded years of her own. They are the first mother-daughter Million-  
20 Dollar Sales Directors in Mary Kay history.  
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23 6. Plaintiff Robin Blackmon-Dunda had 683 Independent Beauty Consultants and the 5<sup>th</sup> ranked  
24 unit sales out of 14,000 units nationwide in Mary Kay, which includes 715,000 consultants. Her  
25 sales topped the \$1.1 million amount the past two years and were over \$900,000 in 2004.  
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1 7. Despite all of her stellar accomplishments, including the building and training of her large  
2 team of consultants, according to a letter to her from Defendant's in-house counsel dated August  
3 10, 2006, a true and correct copy of which is attached as Exhibit 3 hereto, Mary Kay decided to  
4 take Plaintiff Robin Blackmon-Dunda's "business" and her "career" away from her and not  
5 compensate her for the sales volume her Unit will continue to generate for Mary Kay into  
6 perpetuity, simply by giving her thirty (30) days notice of its intent to do so. This attempted  
7 forfeiture of Plaintiff Robin Blackmon-Dunda's rights would appear to include her right, already  
8 earned, for her to travel, along with her husband, Plaintiff Stryker Dunda, on the 2006 Top Sales  
9 Director Trip at the Prestige Level, as was previously confirmed to her by letter from Mary Kay  
10 dated July 14, 2006.

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13 8. Mary Kay has failed and refused to withdraw its unilateral decision to terminate Plaintiff  
14 Robin Blackmon-Dunda's business and career, without compensation for the residual income  
15 stream she built over a period of years, since 1987, which Defendant has purported to forfeit  
16 from her in what it claims is its right to do on 30 days notice.

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18 9. Plaintiff Robin Blackmon-Dunda is an independent contractor business owner, also described  
19 in the Sales Director Agreement as an "independent dealer," with all of the property rights that  
20 implies. Those rights would include the right to sell or transfer her property, as is the well settled  
21 law in Texas as it relates to unreasonable restraints on alienation.

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23 10. By its conduct, Defendant has failed to give Plaintiff Robin Blackmon-Dunda an opportunity  
24 to sell her right to a residual income stream from the sales of the Unit she has spent years  
25 building and training has worked a forfeiture of the \$220,000.00 or more annual income  
26 generated from her business, including Commissions, Prizes and Awards, not only for her life  
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