

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

TROY EISNER, on behalf of himself
and all others similarly situated,

Plaintiff,

-against-

NATROL, INC.,

Defendant.

CLASS ACTION COMPLAINT

Civil Action No.

JURY TRIAL DEMANDED

Plaintiff Troy Eisner, by and through his counsel, Denlea & Carton LLP, respectfully files this Class Action Complaint on behalf of himself and a class of similarly-situated individuals who have purchased joint care products manufactured and/or marketed by Defendant Natrol, Inc. ("Natrol"), and alleges as follows:

PARTIES

1. Plaintiff Troy Eisner ("Eisner") is a natural person of full age of majority who is domiciled and residing in Merrick, New York.

2. Natrol is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 21411 Prairie Street, Chatsworth, California. Natrol is a step-down, wholly-owned subsidiary of Plethico Pharmaceuticals, Ltd., a publicly-traded pharmaceutical corporation based in Mumbai, India. Natrol operates in the herbal and nutraceutical sphere, predominantly in the United States. Natrol manufactures and sells a portfolio of healthcare and wellness

brands representing nutritional supplements, functional herbal teas, and sports nutritional products. Natrol was established in 1980, and its portfolio of brands includes Natrol, MRI, BioSil, Laci Le Beau, Promensil, Trinovin, Nu Hair, and Shen Min.

3. Natrol manufactures most of its tablets and capsule products in its own facilities. Natrol sells its products through multiple distribution channels that reach customers through mass-market, drug stores, warehouse/club stores, grocery store chains, health food stores, fitness centers, Internet retailers, and independent catalog companies.

4. Natrol sells a substantial volume of its products through a variety of distribution channels and sales outlets in the State of New York.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). Jurisdiction is proper because (1) the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interests and costs and (2) the named Plaintiff and the Defendant are citizens of different states. 28 U.S.C. §1332(d)(2)(A).

6. Venue is proper in this Court pursuant to 28 U.S.C. §1391(a) because a substantial part of the events giving rise to the claim occurred within this judicial district and because Defendant has marketed and sold the products at issue in this action within this judicial district and has done business within this judicial district.

CHOICE OF LAW

7. New York law governs the state law claims asserted herein by Plaintiff and the class members.

8. Defendant's acts and omissions described herein were implemented in the State of New York through Defendant's marketing and sales of its products within the State of New York.

9. New York has a substantial interest in protecting the rights and interests of New York residents and others who purchase goods in New York against wrongdoing by companies which market and distribute their products within the State of New York, which interest is greater than that of any other State or country.

GENERAL ALLEGATIONS

10. Natrol manufactures and sells a wide variety of vitamin, mineral, nutritional, and dietary supplement products.

11. One of Natrol's most successful product lines is a line of dietary supplements directed at joint care. The Natrol joint care product line is a line of products most of which contain, among other contents, glucosamine and/or chondroitin. The Natrol joint care products are sold directly to consumers on its website, www.natrol.com. Major retailers which sell Natrol products include, Wal-Mart, Amazon.com, Rite Aid, Walgreens, Sam's Club, BJ's Wholesale Club, Costco, CVS Pharmacy, Vitamin Shoppe, Von's, Stop N Shop, Drugstore.com, Wilner Chemists, and Hannaford. Natrol products have more than 54,000 points of distribution. A very substantial amount of sales of the Natrol joint care products are made in New York.

12. Natrol extensively advertises its joint care product line in consumer and trade media with national distribution, and also on the Natrol website (www.natrol.com).

13. Cartilage is a smooth white tissue which covers the ends of bones at joints. Cartilage is not vascularized. Cartilage lacks the ability to regenerate after sustaining damage from injury or disease, including the disease of osteoarthritis.

14. Millions of adults in the United States live with arthritis, a disease involving the breakdown of cartilage in joints, or other orthopedic disorders in which cartilage in joints is broken down over time and causes bones in those joints to grind against each other.

15. Cartilage normally protects a joint, allowing it to move smoothly, and also absorbs shock when pressure is placed on the joint. Without normal amounts of cartilage, the bones in the joint rub together, causing pain, swelling, and stiffness. These conditions are often extremely painful, result in limitations on motion, and most often impact elderly persons and victims of trauma.

16. In response to the desperation of consumers suffering from painful and debilitating arthritic and other orthopedic conditions, dietary supplement manufacturers have created and distributed a variety of products promising relief from chronic pain. Dietary supplement manufacturers pushing for more market share have not been content to advertise pain relief, and have been making more outlandish promises to consumers, including promises that supplements can promote joint health and mobility through structural changes to joints, and that their supplements can actually repair, regenerate, maintain, preserve, renew, or rebuild cartilage and improve joint health.

17. Natrol is one such manufacturer. Natrol manufactures, markets, and sells its Natrol joint care products, most of which contain glucosamine hydrochloride and/or chondroitin sulfate.

18. Glucosamine is an amino sugar that the body distributes in cartilage. Glucosamine is produced commercially from crustacean exoskeletons, and is one of the most common, non-vitamin dietary supplements sold in the United States.

19. Chondroitin is a sulfated glycosaminoglycan composed of a chain of alternating sugars.

20. None of these ingredients will help build, rebuild, regenerate, repair, or renew cartilage, or repair damage to joints, or improve joint health.

21. Nonetheless, Natrol promotes that its Natrol joint care products will help rebuild or regenerate cartilage and improve joint health. The bottles in which the Natrol joint care products are contained falsely state that the products help rebuild, repair, or regenerate cartilage.

22. One of Natrol's major products which falsely purports to repair or regrow cartilage and to improve joint health is Natrol's Glucosamine Chondroitin MSM. Natrol's Glucosamine Chondroitin MSM is sold in two available sizes: 90 tablets and 150 tablets. Natrol sells its 150 tablet bottle for \$39.99 on its website.

23. Natrol falsely represents on the bottle label for Glucosamine Chondroitin MSM that the product consists of "Clinically tested ingredients to Promote Optimal Joint Flexibility, Lubrication, Mobility and Comfort" and "Helps Rebuild Cartilage Tissue." On its website, Natrol touts Glucosame Chondroitin MSM as follows:

What is the benefit of Glucosamine Chondroitin MSM?

Optimize joint health with Natrol® Glucosamine Chondroitin MSM. Natrol combines three of the most powerful, clinically tested joint health ingredients to help promote joint flexibility, strength and comfort.

With Glucosamine to Help Regenerate and Rebuild Cartilage Tissue.

With Chondroitin to Promote Lubricating Fluids for your Joints.

With MSM to Help Maintain the Elasticity of Joint Tissue.

Size Form: 150 Tablets

Directions: Take 1 tablet, three times daily, with a meal.

24. Other Natrol joint care products make similar false and misleading claims that they rebuild or regenerate cartilage or otherwise support improved joint health. For instance, Natrol's Glucosamine MSM & CetylPure is sold in a bottle containing 60 capsules. Natrol sells the product on its website for \$29.99. Natrol falsely states on the label of the Glucosamine MSM & CetylPure bottle that the product "Helps Rebuild & Maintain Cartilage." On its website, Natrol states:

What is the benefit of Glucosamine MSM & CetylPure®?

Nourish, regenerate and maintain cartilage with Natrol® Glucosamine MSM & CetylPure®. Infused with powerful joint health ingredients, this potent formula includes glucosamine to help build and maintain cartilage, MSM to promote joint function and CetylPure® to promote joint health as we age.

Size Form: 60 Capsules

Directions: Take 2 capsules, three times daily, with a meal.

25. Natrol's Glucosamine Omega-3 is sold in a bottle containing 90 softgels. Natrol sells this product for \$28.99 on its website. Natrol falsely represents on the product label that its Glucosamine Omega-3 product "Helps Regenerate Cartilage Tissue." On its website, Natrol states:

What is Glucosamine Omega-3?

Glucosamine Omega-3 is a powerful combination of Glucosamine and Omega-3 fatty acids to help support healthy cartilage tissues and joints.

Size/Form: 90 Softgels

Directions: Take 1 softgel, three times daily, with a meal.

26. Natrol's Hyaluronic Acid MSM & Glucosamine is sold in a bottle containing 90 capsules. Natrol sells this product for \$23.99 on its website. Natrol falsely represents on the product label that its Hyaluronic Acid MSM & Glucosamine is a "Potent Combination to Support Joint Lubrication," "Helps Maintain Joint Flexibility and Comfort," and "Promotes Healthy Connective Tissue." On its website, Natrol states:

What is Veggie Hyaluronic Acid MSM Glucosamine?

Support joint flexibility and comfort with Natrol® Veggie Hyaluronic Acid MSM Glucosamine - a triple-action joint formula. Our potent combination of Hyaluronic Acid, MSM and Glucosamine helps maintain joint flexibility and comfort, while promoting healthy connective tissue. Hyaluronic Acid is a component of synovial fluid found in the joints of the body. MSM is a compound that strengthens collagen. Glucosamine is a compound found naturally in the body that is used in the formation and repair of cartilage and other body tissues. By combining all 3 of these powerful ingredients together, you get the benefit of joint flexibility, strengthening, comfort and repair.

Size/Form: 90 Capsules

Directions: Take 1 capsule, three times daily, with a meal

27. The statements that the Natrol joint care products rebuild or regenerate cartilage or improve joint health are scientifically unsound and false and misleading because the Natrol products cannot help repair, regenerate, maintain, preserve, or rebuild cartilage or improve joint health.

28. There is no study or literature generally accepted in the scientific community substantiating, or even suggesting, that glucosamine or chondroitin can repair, regenerate, rebuild, maintain, preserve, renew, or rejuvenate cartilage, or rebuild joints, or improve joint

health. In fact, numerous peer-reviewed, published studies on the topic have confirmed exactly the opposite:

- In February 2006, the New England Journal of Medicine published a report on a double blind study addressing in part the efficacy of ingesting glucosamine hydrochloride 1500mg. Clegg, *et al.*, "Glucosamine, Chondroitin Sulfate, and the Two in Combination for Painful Knee Osteoarthritis," *New Eng. J. Med.* 354:795-808 (Feb. 2006). The study concluded that there was no showing that the supplement was effective in treating osteoarthritis.
- In February 2008, the Annals of Internal Medicine published a study entitled "Effect of Glucosamine Sulfate on Hip Osteoarthritis: a Randomized Trial." *Annals of Internal Medicine* 2008 Feb 19; 148(4): 268-277. The article published the results of a study which examined whether glucosamine sulfate has an effect on the symptoms and structural progression of hip osteoarthritis during two years of treatment. The conclusion reached by the study's authors was that glucosamine sulfate was no better than a placebo in reducing the symptoms and progression of hip osteoarthritis.
- In October 2008, the American College of Rheumatology's Journal, *Arthritis & Rheumatism*, published a report on a double blind study conducted at multiple centers in the United States examining joint space width loss with radiograph films in patients who were treated with

glucosamine hydrochloride and/or chondroitin sulfate, alone or in combination. The authors concluded that after two years of treatment with these supplements, the treatment did not demonstrate a clinically important difference in joint space width loss. Sawitzke, *et al.*, "The Effect of Glucosamine and/or Chondroitin Sulfate on the Progression of Knee Osteoarthritis, A Report from the Glucosamine/Chondroitin Arthritis Intervention Trial," *Arthritis Rheum.* 58:3183-3191 (2008).

- In March 2009, Harvard Medical School published a study conclusively proving that the ingestion of glucosamine could not affect the growth of cartilage. The study took note of the foregoing 2006 and 2008 studies, which "cast considerable doubt" upon the value of glucosamine. The authors went on to conduct an independent study of subjects ingesting 1500 mg of glucosamine, and proved that only trace amounts of glucosamine entered the human serum, far below any amount that could possibly affect cartilage. Moreover, even those trace amounts were present only for a few hours after ingestion. The authors noted that a 1986 study had found no glucosamine in human plasma after ingestion of four times the usual 1500 mg of glucosamine chloride or sulphate. Silbert, "Dietary Glucosamine Under Question," *Glycobiology* 19(6):564-567 (2009).

- In April 2009, the *Journal of Orthopaedic Surgery* published an article entitled, "Review Article: Glucosamine." The article's authors

concluded that, based on their literature review, there was "little or no evidence" to suggest that glucosamine was superior to a placebo even in slowing down cartilage deterioration, much less than rebuilding it.

Kirkham, *et al.*, "Review Article: Glucosamine," *Journal of Orthopaedic Surgery* 17(1): 72-6 (2009).

- In August 2010, the *Annals of the Rheumatic Diseases* published an article entitled "Clinical Efficacy and Safety Over Two Years Use of Glucosamine, Chondroitin Sulfate, their Combination, Celecoxib or Placebo Taken to Treat Osteoarthritis of the Knee: a GAIT Report." Sawitzke, *et al.*, *Ann. Rheum. Dis.* 2010 August 69(8): 1459-1464.

Participants received either glucosamine alone, chondroitin sulfate alone, a combination of glucosamine and chondroitin sulfate, Celecoxib, or a placebo, three times daily over twenty-four months. The article's authors concluded that over two years, no treatment achieved a clinically important difference in pain or function as compared with the placebo.

29. To date, there are only two studies purporting to claim that the ingestion of glucosamine can affect the growth or deterioration of cartilage, both sponsored by a glucosamine supplement manufacturer: Pavelka, *et al.*, "Glucosamine Sulfate Use and Delay of Progression of Knee Osteoarthritis," *Arch. Intern. Med.*, 162: 2113-2123 (2002); and Reginster, *et al.*, "Long-term Effects of Glucosamine Sulphate On Osteoarthritis Progress: A Randomised, Placebo-Controlled Clinical Trial," *Lancet*, 357: 251-6 (2001). As noted in the

April 2009 *Journal of Orthopaedic Surgery* article, the methodologies in those studies had "inherently poor reproducibility," and even minor changes in posture by the subjects during scans could cause false apparent changes in cartilage. The authors of the *Journal of Orthopaedic Surgery* article explained the manufacturer-sponsored studies' findings by noting that "industry-sponsored trials report positive effects more often than do non-sponsored trials and more find pro-industry results."

30. The primary active ingredients in Natrol's joint care products are Glucosamine Hydrochloride and Chondroitin Sulfate. As set forth above, glucosamine and/or chondroitin, either alone or in combination, cannot repair, regenerate, maintain, preserve, restore, rebuild, renew, or rejuvenate joint cartilage that has been injured by trauma or disease, or which has broken down or worn away. This is precisely so because cartilage lacks the capacity to regenerate after sustaining damage from injury or disease.

31. Some of the Natrol joint care products also contain MSM (Methylsulfonylmethane) as an active ingredient. A number of clinical studies have demonstrated no pain relief or other joint symptom relief after taking MSM. In 2008, S. Brien, *et al.* published a paper, "Systematic Review of the Nutritional Supplements (DMSO) and Methylsulfonylmethane (MSM) in the Treatment of Osteoarthritis." That study concluded that there is no "definitive evidence that MSM is superior to placebo in the treatment of mild to moderate OA of the knee." Similar results on the lack of efficacy of MSM were reported by E. Debbie, *et al.* in their 2011 paper, "Efficacy of Methylsulfonylmethane Supplementation on Osteoarthritis of the Knee: A Randomized Controlled Study," 11.50 *BMC Complementary and*

Alternative Medicine (2011), and in the paper “Randomised, Double-Blind, Parallel, Placebo-Controlled Study of Oral Glucosamine, Methylsulfonylmethane and their Combination in Osteoarthritis,” 24 *Clinical Drug Investigation* 353-363 (2004). Like chondroitin and glucosamine, MSM will not rebuild, repair, regrow, or renew cartilage or improve joint health.

32. Some of the Natrol joint care products also contain a very small amount of Hyaluronic Acid. Certain preparations of Hyaluronic Acid have been approved by the FDA for pain relief in knee osteoarthritis when injected into the knee. However, oral ingestion of Hyaluronic Acid does not have any efficacy in relieving joint pain and otherwise does not support improved joint health because Hyaluronic Acid is quickly degraded during digestion into its constituents – two common sugars found in a normal diet. Thus, the inclusion of Hyaluronic Acid in any Natrol joint care products does not provide any joint health benefits. Orally ingested Hyaluronic Acid will not rebuild, repair, renew, or regrow cartilage or improve joint health.

33. Several of the Natrol joint care products contain Omega-3 fish oil (EPA (Eicosapentaenoic acid (Omega-3)) and DHA (Docosahexaenoic acid (Omega-3))). Natrol’s claim that Omega-3 helps regenerate cartilage tissue is not supported by the medical literature or by any clinical studies on humans. According to the Mayo Clinic, www.mayoclinic.com/health/fish-oil/DS1ECTION=evidence, “[e]vidence supporting the use of fish oil for osteoarthritis is currently lacking. Well-designed research is necessary before a clear conclusion can be drawn.” Fish oil will not help renew, rebuild, regrow, or repair cartilage or improve joint health.

34. Defendant sells its Natrol line of joint care products in the United States as a dietary supplement. The Natrol joint care products are not regulated as a drug.

35. Defendant sells its Natrol line of products, including Glucosamine Chondroitin MSM, notwithstanding the fact that the competent and reliable scientific evidence demonstrates that glucosamine and/or chondroitin or any of the other active ingredients such as MSM, Omega-3, or hyaluronic acid will NOT help to repair, maintain, regenerate, preserve, renew, or rebuild cartilage or support improved joint health. Defendant, therefore, lacked a reasonable basis to represent to consumers that its Natrol joint care products, including Glucosamine Chondroitin MSM, help repair, regenerate, maintain, preserve, renew, or rebuild cartilage, or support improved joint health, and did not have a reasonable basis to make the express claims that its Natrol joint care products, including Glucosamine Chondroitin MSM, will rebuild, repair, regrow, or regenerate cartilage or improve joint health. The scientifically reliable evidence repudiates Natrol's claims that its Natrol joint care products, including Glucosamine Chondroitin MSM, help regenerate or rebuild cartilage or improve joint health. The scientifically reliable evidence demonstrates that the active ingredients in those products do not help regenerate or rebuild cartilage or improve joint health. Therefore, Defendant is falsely representing that those products do so.

36. Plaintiff suffers from chronic back, shoulder, and knee problems and back, shoulder, and knee pain. Plaintiff's ailments exist on a daily basis and have progressively worsened over time. In an effort to remediate such pain and discomfort and to improve his

joint health, Plaintiff purchased Natrol's Glucosamine Chondroitin MSM (150 tablets) at the Vitamin Shoppe in May 2013, and he purchased the product for his own personal use. Plaintiff purchased the Glucosamine Chondroitin MSM because he believed, based upon the claims made on the packaging for the product, that it would alleviate his back, shoulder, and knee problems and pain by repairing or rebuilding his cartilage and by improving his joint health.

37. Plaintiff used the Natrol Glucosamine Chondroitin MSM product for approximately one month, according to the instructions on the product label. Pursuant to those directions, Plaintiff ingested one tablet, three times daily, with a meal. In assessing Plaintiff's back, shoulder, and knee condition before, during, and after his use of the Natrol Glucosamine Chondroitin MSM, Plaintiff's condition did not improve at all. He continues to suffer back, shoulder, and knee pain, and consequently, he does not believe that his joint health was improved by following the Natrol regimen. Plaintiff assessed his limitations in performing the activities of daily living, including walking, bending, lifting, climbing stairs, moving from a sitting position, and attempts at athletic activities, before, during, and after following his use of the Natrol Glucosamine Chondroitin MSM product. Plaintiff found no improvement in his ability to perform the activities of daily living. With no improvement in pain relief and no increase in functional activity, Plaintiff believed that the product claims were false, and he discontinued use of the products. Plaintiff has subsequently learned that once a person reaches adulthood, cartilage does not regenerate in the human body, and cartilage cannot be repaired in the human body other than by surgical repair, if at

all. Thus, by taking Natrol's Glucosamine Chondroitin MSM product, Plaintiff's body did not regrow or repair his cartilage, and Plaintiff did not enjoy any beneficial effect from the product.

38. The Natrol joint care product that Plaintiff purchased, specifically Natrol's Glucosamine Chondroitin MSM, did not help repair, regrow, or preserve his cartilage or otherwise improve Plaintiff's joint health. Plaintiff's cartilage did not repair, regrow, preserve, or regenerate as a result of his taking the Natrol joint care product, and his joint health did not improve.

CLASS ACTION ALLEGATIONS

39. Plaintiff seeks to be appointed as class representative of a class composed of and defined as follows:

All persons who bought any Natrol joint care products in New York, and did not resell them. Excluded from the Class are the Defendant and any Judge presiding over this matter and the members of his or her immediate family. Also excluded from this class are the legal representatives, heirs, successors, and attorneys of any excluded person or entity, and any person acting on behalf of any excluded person or entity.

40. This action is appropriately suited for a class action. Plaintiff is informed, believes, and thereon alleges, that the Class is sufficiently numerous such that a class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all New York purchasers of Natrol joint care products is impractical.

41. This action involves questions of law and fact common to the Class. In marketing the Natrol joint care products, Defendant engaged in a systematic course of misrepresenting the

products to New York consumers. Such common issues of law and fact include, but are not limited to:

- Whether the representation that Natrol joint care products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage or otherwise support improved joint health was and is likely to mislead consumers;
- Whether failing to disclose that Natrol joint care products would not promote repair, regeneration, maintenance, preservation, replacement, renewal, or rebuilding of cartilage or otherwise support improved joint health was likely to mislead consumers;
- Whether Defendant made false or misleading representations regarding the effectiveness of the Natrol joint care products;
- Whether Defendant represented that the Natrol joint care products have benefits which they do not have;
- Whether Defendant represented that the Natrol joint care products were of a particular standard or quality when they were not;
- Whether Defendant advertised the Natrol joint care products with intent not to sell them as advertised;
- Whether, as a result of Defendant's misconduct, the Class is entitled to equitable and injunctive relief;
- Whether the Class members obtained the benefit of their bargain in purchasing the Natrol joint care products;
- Whether, as a result of Defendant's misconduct, the Class is entitled to damages.

42. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, including legal and factual issues relating to liability and available remedies.

43. Plaintiff's claims are typical of the claims of members of the Class, and Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff purchased the Natrol joint care product, Glucosamine Chondroitin MSM, and suffered an injury-in-fact as a result of Defendant's conduct, as did all Class members who purchased any Natrol joint care products. Plaintiff's interests are coincident with and not antagonistic to those of the other members of the Class. Plaintiff is represented by counsel who is competent and experienced in the prosecution of consumer class action litigation.

44. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Treatment as a class action will permit a large number of similarly situated purchasers of the Natrol joint care products to adjudicate simultaneously their common claims in a single forum in an efficient manner, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many members of the Class who could not afford individually to litigate the claims pleaded in this Complaint. There are no difficulties likely to be encountered in the management of this class action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION
(Violation of N.Y. General Business Law §349)

45. Plaintiff hereby realleges, and incorporates by reference as though set forth fully herein, the allegations contained in Paragraphs 1 through 44.

46. Representing that the Natrol joint care products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage and improve joint health when the

existing competent or reliable scientific literature demonstrates that the products cannot achieve the results claimed is deceptive, and has the capacity, tendency and effect of deceiving reasonable consumers who purchase the products. Reasonable consumers would believe that the Natrol joint care products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage and improve joint health, based upon Defendant's misrepresentations to that effect.

47. Defendant knew, or should have known, that the representations that its Natrol joint care products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage and otherwise improve joint health are contradicted by the scientific literature.

48. Defendant made, and makes, the false representation that its Natrol joint care products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage and/or joints and otherwise improve joint health with the intent to induce consumers, and members of the class sought herein, to purchase the products by causing them to rely on the representation that the products will help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage or otherwise improve joint health.

49. Defendant has deceptively advertised, marketed, promoted, distributed, and sold Natrol joint care products that are incapable of use as advertised.

50. Plaintiff and the Class have been aggrieved and have suffered losses as a result of Defendant's violations of Section 349 of the New York General Business Law. By virtue of the foregoing unfair, unconscionable, and deceptive acts in the conduct of trade or commerce, Plaintiff and the members of the Class have been substantially injured in the amount of the purchase

prices for the Natrol joint care products that they paid, or, in the alternative, have been damaged by paying more for the Natrol joint care products that they purchased than for other products containing the same or similar ingredients that do not represent or promote that they will help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage or improve joint health.

51. Defendant continues to violate Section 349 of the New York General Business Law, and continues to aggrieve the members of the Class.

52. By reason of the foregoing, Defendant's conduct, as alleged herein, constitutes deceptive acts and practices in violation of Section 349 of the New York General Business Law, and Defendant is liable to Plaintiff and the Class for the actual damages that they have suffered as a result of Defendant's actions, the amount of such damages to be determined at trial, plus treble damages, and attorneys' fees and costs. Plaintiff further demands injunctive relief enjoining Defendant from continuing to engage in, use, or employ any act, including advertisements, packaging, or other representations, prohibited by Section 349 of the New York General Business Law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment against Defendant as follows:

1. Certifying this action as a class action as soon as practicable, with a class as defined above, designating Plaintiff as the named class representative, and designating the undersigned as Class Counsel.

2. On Plaintiff's First Cause of Action, awarding against Defendant the damages that Plaintiff and the other members of the Class have suffered as a result of Defendant's

actions, the amount of such damages to be determined at trial, plus treble damages.

3. Awarding Plaintiff and the Class interest, costs, and attorneys' fees.

4. Enjoining Defendant from continuing to engage in, use, or employ any act, including advertisements, packaging, or other representations, prohibited by Section 349 of the New York General Business Law.

5. Awarding Plaintiff and the Class such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure Rule 38, Plaintiff hereby demands a trial by on all issues so triable.

Dated: White Plains, New York
October 23, 2013

Respectfully Submitted,

/s/ Jeffrey I. Carton
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JS 44 (Rev. 1/2013)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS TROY EISNER, on behalf of himself and all others similarly situated,</p> <p>(b) County of Residence of First Listed Plaintiff Nassau <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Jeffrey I. Carton, Esq. DENLEA & CARTON LLP, One North Broadway, Suite 509 White Plains, New York 10601 - Tel: (914) 920-7400</p>	<p>DEFENDANTS NATROL, INC.</p> <p>County of Residence of First Listed Defendant New Castle (Delaware) <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 810 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395(f)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(Specify)* 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*.

Brief description of cause:
Claim under New York General Business Law 349.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions)* JUDGE DOCKET NUMBER

DATE 10/23/13 SIGNATURE OF ATTORNEY OF RECORD *Jeff Carton*

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, JEFFREY I. CARTON, counsel for PLAINTIFF, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs.
- the complaint seeks injunctive relief.
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? NO
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? YES
 - b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? _____

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: 