

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 596-4500

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

HAROLD M. HOFFMAN, individually and on
behalf of those similarly situated,

Plaintiff,

vs.

LIQUID HEALTH INC. and ALEX ABREU

Defendants.

Civil Action No. _____

Document electronically filed

NOTICE OF REMOVAL

[Previously pending in the Superior Court of
New Jersey, Bergen County, Law Division,
BER-L-1932-14]

**TO: THE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PLEASE TAKE NOTICE THAT Defendants Liquid Health Inc. (“Liquid Health”) and Alex Abreu (“Abreu”) (collectively, “Defendants”), by and through their counsel, Gibbons P.C., respectfully request that this action be removed from the Superior Court of New Jersey, Law Division, Bergen County to the United States District Court for the District of New Jersey under 28 U.S.C. § 1441(a) and 28 U.S.C. § 1453, on the grounds of diversity jurisdiction under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1132(d). In support of this Notice of Removal, Defendants alleges as follows:

BACKGROUND

1. On or about February 27, 2014, Plaintiff Harold M. Hoffman (“Plaintiff Hoffman” or “Plaintiff”), pro se, on behalf of himself and as the representative of a class of

similarly situated persons, filed a nationwide class action complaint against Defendants in the Superior Court of New Jersey, Bergen County, Law Division, captioned: Harold M. Hoffman, individually and on behalf of those similarly situated v. Liquid Health Inc. and Alex Abreu, Docket No. BER-L-1932-14. A copy of the Summons and Complaint, served upon Defendant Alex Abreu, is annexed hereto as Exhibit A.¹

2. Mr. Abreu was served with a copy of the Summons and Complaint on February 27, 2014. To date, Liquid Health Inc. has not been properly served with the Summons and Complaint.

3. The Complaint alleges that Defendants are liable to Plaintiff and each class member for allegedly violating the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., and committing common law fraud; the Complaint further alleges that Defendants have been unjustly enriched. See Ex. A, Compl. at Counts I through VII.

4. Specifically, Plaintiff alleges that Defendants advertise, promote, market, distribute, and sell “a dietary supplement for dogs in liquid form known as *K9 Glucosamine*” that can “maintain the health and resiliency of a dog’s joints and connective tissues” with “each fluid ounce of the product contain[ing] 1,200 mg of chondroitin sulfate (“Chondroitin”).” Id., Compl. at Overview. Plaintiff alleges that Defendants misrepresent K9 Glucosamine because “each fluid ounce of Defendant’s K9 Glucosamine contains only 16% of the claimed and promised concentration of Chondroitin.” Id., Compl. at Overview.

¹ Liquid Health does not waive the defense of insufficient service of process due to any purported and improper attempt to serve Liquid Health by virtue of delivery of the Summons and Complaint to Defendant Abreu. See N.J. Court Rule 4.4-4(a)(6) (noting in personam jurisdiction may be obtained over “a corporation, by serving a copy of the summons and complaint . . . on any officer, director, trustee or managing or general agent, or any person authorized by appointment or by law to receive service of process on behalf of the corporation[.]”).

5. Plaintiff alleges that he and the class members were exposed to and read, saw and/or heard “Defendants’ advertising and marketing claims and promises with respect to its K9 Glucosamine, including but not limited to product formulation, and thereafter purchased the product” in response thereto. Id., Compl. at ¶¶ 1, 16.

6. The Complaint alleges that Plaintiff and members of the class were damaged as a result of Defendants’ alleged violations of the New Jersey Consumer Fraud Act and common law fraud. See id., Compl. at Counts I through V, ¶¶ 36-55. Specifically, the Complaint alleges that Plaintiff and members of the class suffered ascertainable losses: (1) “in the form of actual out of pocket payment and expenditure, as aforesaid, as a result of Defendants’ unlawful conduct as aforesaid”; (2) “when they received . . . a product that misrepresented its formulation and overstated the concentration of a key active ingredient” (3) “when they received, for their money, a product less than, and different from, the product promised by Defendant”; and (4) when they “received something less than, and different from, what they reasonably expected in view of Defendant’s representations.” Id., Compl. at ¶¶ 25-28.

7. The Complaint further alleges that “there is a causal relationship between the Defendant’s misrepresentations of product formulation and the loss suffered by plaintiff and class members.” Id., Compl. at ¶ 29.

8. In addition, the Complaint claims that Defendants committed common law fraud by, in essence, misrepresenting and knowingly omitting material facts, resulting in damages to Plaintiff and the class. Id., Compl. at Count VI, ¶¶ 51-55.

9. The Complaint further alleges that Defendants are liable to Plaintiff and each class member for unjust enrichment. Id., Compl. at Count VII, ¶¶ 56-62. Specifically, Plaintiff alleges that as a result of Defendants’ unlawful conduct, “the class members paid money to and

conferred a benefit upon Defendant in connection with the sale of Defendant's K9 Glucosamine by Defendant to class members” Id., Compl. at ¶ 57. Plaintiff alleges that Defendants are “indebted to class members for the sums paid . . . for purchase of a misrepresented product.” Id., Compl. at ¶ 60. Plaintiff alleges that therefore, it would be “unlawful, unjust and inequitable” for Defendants to retain the benefit conferred by the class members, so Defendants must disgorge “[a]ll monies paid by class members to Defendant for purchase of Defendant's K9 Glucosamine , including all interest earned by Defendant on such monies while in wrongful possession thereof” Id., Compl. at ¶¶ 60-61. Plaintiff generally alleges that the class has been damaged by Defendants' conduct. Id., Compl. at ¶ 62.

10. The Complaint demands unspecified “punitive damages,” treble damages for each of the five New Jersey Consumer Fraud Act counts, as well as pre-judgment and post-judgment interest, fees, costs, attorneys' fees, and civil penalties.

11. The Complaint purports to seek certification of a potential class of “all U.S. purchasers of Defendant's K9 Glucosamine for the six-year period preceding the filing of this suit.” Id., Compl. at ¶ 30.

JURISDICTIONAL REQUIREMENTS SATISFIED

12. The Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A) because:

a. The action filed by Plaintiff in the Superior Court of New Jersey, Bergen County, Law Division, is a “class action” as defined in 28 U.S.C. § 1332(d)(1)(B);

b. There is minimal diversity. Specifically, at least one member of the putative, potential nationwide class of plaintiffs is a citizen of a different state than Defendants; and

c. The aggregate value of the amount in controversy based on Plaintiff's allegations exceeds \$5,000,000, exclusive of interest and costs, as required by 28 U.S.C. § 1332(d)(2).

Minimal Diversity Exists Pursuant To 28 U.S.C. § 1332(d)(2)(A)

13. Plaintiff Hoffman is a member of the plaintiff class. See Ex. A, Compl. at ¶ 1. Plaintiff Hoffman is an individual purportedly domiciled in the State of New Jersey, Bergen County. See id., Compl. at ¶ 1.

14. Both at the time Plaintiff filed the Complaint in the Superior Court of New Jersey, Bergen County, Law Division against Defendants, and continuing to the present, Defendant Liquid Health was and is corporation organized and existing under the laws of the State of California, with a principal place of business located at 25799 Jefferson Street, Murrieta, California 92562. See id., Compl. at ¶ 2; see also Certification of Alma Mattson ("Mattson Cert."), annexed as Exhibit B, at ¶ 1; see also 28 U.S.C. § 1332(c).

15. Both at the time Plaintiff filed the Complaint in the Superior Court of New Jersey, Bergen County, Law Division against Defendants, and continuing to the present, Defendant Abreu has been a resident of California and employed by Liquid Health. See id., Compl. at ¶ 3.

16. Plaintiff asserts claims on behalf of himself, a New Jersey citizen, and a class consisting of all persons nationwide who purchased K9 Glucosamine for the six-year period preceding the filing of this action. See Ex. A, Compl. at ¶ 6, ¶ 30. Defendant Liquid Health has markets and sells K9 Glucosamine throughout the United States. See Ex. B, Mattson Cert. ¶ 3.

17. Based on the foregoing, minimal diversity exists because at least one member of the class is a citizen of a different state than Defendants (Plaintiff-NJ v. Defendants-CA). See 28 U.S.C. § 1132(d)(2).

The Aggregate Value of the Amount in Controversy Exceeds \$5,000,000

18. Removal is proper because based upon a fair reading of the Complaint and the Notice of Removal, it appears to a legal certainty that Plaintiff and class members could recover more than the CAFA jurisdictional amount of \$5,000,000. See Frederico v. Home Depot, 507 F.3d 188, 196-97 (3d Cir. 2007) (citing Morgan v. Gay, 471 F.3d 469 (3d Cir. 2006)). Although the conclusory allegations in the Complaint purport represent that the amount in controversy is less than the \$5,000,000 jurisdictional threshold required for diversity jurisdiction under CAFA, see Ex. A, Compl. at ¶ 30, such an attempt to disclaim or limit the potential recovery of absent class members is unlawful and ineffectual. See Standard Fire Co. v. Knowles, 133 S.Ct. 1345, 1349 (2013) (Plaintiff “lacked the authority to concede the amount-in-controversy issue for the absent class members.”).

19. “In removal cases, determining the amount in controversy begins with a reading of the complaint filed in the state court.” Samuel-Bassett v. KIA Motors America, Inc., 357 F.3d 392, 398 (3d Cir. 2004); “For jurisdictional purposes, [the Court’s] inquiry is limited to examining the case ‘as of the time it was filed in state court.’” Id. (citation omitted). The complaint includes only conclusory statements that the amount in controversy as to “the individual plaintiff” is “less than \$75,000” and “[a]s to the putative plaintiff class, the amount in controversy . . . is less than \$5 million.” See Ex. A, Compl. at ¶ 30. Because Plaintiff has not stated an exact sum sought in the Class Action Complaint, the Court must perform an independent appraisal of the amount in controversy and, in doing so, may rely upon facts alleged in Defendants’ Notice of Removal, as well as those alleged in Plaintiff’s Class Action Complaint. See Frederico, 507 F.3d at 197 (“In addition, to determine whether the minimum jurisdictional amount has been met in a diversity case removed to a district court, a defendant’s notice of removal serves the same function as the complaint would if filed in the district court.”);

Russ v. Unum Life Ins. Co., 442 F. Supp. 2d 193, 197 (D.N.J. 2006) (“If the complaint is open-ended and does not allege a specific amount, the court must perform an independent appraisal of the value of the claim by looking at the petition for removal or any other relevant evidence.”).

20. Although Defendants disputes liability and any entitlement of Plaintiff or the proposed class to monetary relief, it is respectfully submitted that, based upon a fair reading of this Notice of Removal together with the Complaint — including consideration of the relief sought, the class definition, and the scope and size of the class — the Complaint seeks damages which exceed the minimum jurisdictional amount of \$5,000,000 under CAFA, to a legal certainty.

21. Although the Complaint does not identify the exact size of the proposed class, it alleges that the class is “so numerous that joinder of all members is impracticable.” See Ex. A, Compl. at ¶ 32. Moreover, the Complaint alleges that the “proposed Class consists of all U.S. purchasers of Defendant’s K9 Glucosamine for the six-year period preceding the filing of this suit.” Id., Compl. at ¶ 30. Therefore, the proposed class includes purchasers of K9 Glucosamine from February 27, 2008 to February 27, 2014. See id.

22. The Complaint alleges ascertainable loss “in the form of actual out of pocket payment and expenditure” for the purchase of K9 Glucosamine, and alleges a claim of unjust enrichment because Plaintiff and the class members purportedly “conferred a benefit” upon Defendants through their purchases of K9 Glucosamine. See id., Compl. at ¶¶ 25, 57.

23. The Complaint alleges that Plaintiff purchased K9 Glucosamine “in liquid form.” Id., Compl. at Overview. The Complaint does not allege which size bottle Plaintiff purchased.

24. K9 Glucosamine in liquid form is available in a 8-ounce bottle that retails at approximately \$12.56; a 32-ounce bottle that retails at approximately \$33.77; and a 128-ounce bottle that retails at approximately \$107.38. See Ex. B, Mattson Cert. ¶ 4.

25. From February 27, 2008 to February 27, 2014, Liquid Health's total nationwide sales of K9 Glucosamine were more than \$5 million. See id., Mattson Cert. ¶ 5.

26. Given that the Complaint alleges an ascertainable loss in the form of out-of-pocket payment and expenditures, and seeks treble damages under each of the five counts asserted under the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq., see Ex. A, Compl. at Counts I through V, the damages sought in the Complaint based upon Liquid Health's sales during the time period in question, each trebled under the New Jersey Consumer Fraud Act, far exceeds the CAFA jurisdictional threshold minimum amount in controversy of \$5,000,000.

27. In addition to the New Jersey Consumer Fraud Act claims, the Complaint also seeks "punitive damages" for alleged common law fraud. See Ex. A, Compl. at Count VI. Punitive damages must be considered in calculating the amount-in-controversy. See Frederico, 507 F.3d at 199; Vigilante v. Statharos, No. 08-cv-3408, 2008 U.S. Dist. LEXIS 68768, at *4-5 (E.D. Pa. Sept. 10, 2008) (complaint seeking \$50,000 in compensatory damages and unspecified punitive damages satisfied the jurisdictional threshold). Under New Jersey law, a plaintiff may collect punitive damages of up to five times the compensatory damages. Frederico, 507 F.3d at 199 (citing N.J.S.A. § 2A:15-5.14(b)). The Complaint also seeks the disgorgement of all profits of K9 Glucosamine for alleged unjust enrichment. See Ex. A, Compl. at Count VII.

28. As such, it appears to a legal certainty that the amount in controversy in this action is above the mandatory minimum threshold for jurisdiction under CAFA. Because the Complaint alleges damages in the form of the "out of pocket payment" for K9 Glucosamine for

nationwide consumers for a six year period, the amount of sales from February 27, 2008 to February 27, 2014 — especially when trebled under the New Jersey Consumer Fraud Act — would bring the matter in controversy over the \$5 million threshold for purposes of CAFA jurisdiction. This calculation does not take into consideration the punitive damages sought for common law fraud, the disgorgement of all profits of K9 Glucosamine for alleged unjust enrichment, or attorneys fees, which would lend further support to the conclusion that Plaintiff and the Class could recover the jurisdictional amount.

29. Therefore, based on the allegations of the Complaint, it appears to a legal certainty that the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and thus diversity jurisdiction exists under CAFA.

30. In addition, 28 U.S.C. § 1453 provides an alternate, independent basis for removal. Section 1453 provides that “[a] class action may be removed to a district court of the United States in accordance with section 1446 . . . without regard to whether any defendant is a citizen of the State in which the action is brought, except that such action may be removed by any defendant without the consent of all defendants.” Such minimal diversity exists here because, as explained above, Plaintiff is a citizen of New Jersey and Defendants are citizens of California.

REMOVAL REQUIREMENTS SATISFIED

31. As required by 28 U.S.C. § 1446(b), this Notice of Removal is being filed within thirty (30) days after Defendants received a copy of the Complaint, see supra at ¶¶ 1-2 & n.1, that was filed by Plaintiff in the Superior Court of New Jersey, Bergen County, Law Division.

32. Defendants have not filed a responsive pleading in the action commenced by Plaintiff in the Superior Court of New Jersey, Bergen County, Law Division against Defendants and no other proceedings have transpired in that action.

33. This Notice of Removal is being filed in the District of New Jersey, the district court of the United States for the district and division within which the state court action is pending, as required by 28 U.S.C. §§ 1446(a) and 1441(a).

34. Promptly after filing this Notice of Removal with the District Court for the District of New Jersey, a copy of this Notice of Removal, along with the Notice of Filing of Notice of Removal, will be filed with the Clerk of the Superior Court of New Jersey, Bergen County, Law Division pursuant to 28 U.S.C. § 1446(d). A copy of both documents will also be served upon Plaintiff's counsel. A copy of the letter notifying the Clerk of the New Jersey Superior Court, Bergen County, Law Division, of removal from state court, is annexed hereto as Exhibit C.

35. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure, as required by 28 U.S.C. § 1446(a).

WHEREFORE, Defendants respectfully request that this action be duly removed from the Superior Court of New Jersey, Bergen County, Law Division, to this Court, and that it proceed herein.

Dated: March 21, 2014

By: s/ Michael R. McDonald, Esq.
Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
Phone: (973) 596-4500
Facsimile: (973) 639-6295
mmcdonald@gibbonslaw.com
jthibodaux@gibbonslaw.com
Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

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 THE REVERSE OF THE FORM.)**

I (a) PLAINTIFF

HAROLD M. HOFFMAN, individually and on behalf of the class of purchasers of Lumina Health Products, Inc.'s Cell Food

(b) COUNTY OF RESIDENT OF FIRST LISTED PLAINTIFF Bergen, NJ
 (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

Liquid Health Inc. and Alex Abreu

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Riverside County, CA
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Harold M. Hoffman, Esq.
 240 Grand Avenue
 Englewood, NJ 07631
 (201) 569-0086

ATTORNEYS (IF KNOWN)

Michael R. McDonald, Esq.
 Gibbons P.C.
 One Gateway Center
 Newark, New Jersey 07102-5310
 973-596-4500

II. BASIS OF JURISDICTION

(PLACE AN x IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN x IN ONE BOX)

(For Diversity Cases Only)

FOR PLAINTIFF AND ONE BOX FOR DEFENDANT

- | | | | | | |
|--|---|---------------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated or 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 |

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 and enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product <input type="checkbox"/> 320 Liability 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 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <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 Other Personal Property Damage PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus: General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Other	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<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"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <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"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions

VI ORIGIN

- 1 Original Proceeding
 2 Removed
 3 Remanded from State Court
 4 Remanded from Appellate Court
 5 Transferred from another district (specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

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

VI. CAUSE OF ACTION

28 U.S.C. 1332(d)
 Brief description of cause: This is a putative class action lawsuit alleging violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., common law fraud, and unjust enrichment.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23
DEMAND \$ N/A
 Check YES only if demanded in complaint: **JURY DEMAND:** YES NO

VIII. RELATED CASE(S) (See instructions)

JUDGE _____ DOCKET NUMBER _____

Explanation:

s/ Michael R. McDonald

DATE March 21, 2014

SIGNATURE OF ATTORNEY OF RECORD

For Office Use Only

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

Authority for Civil Cover Sheet

The JS-44 cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows;

I. (a) Plaintiffs - Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter firm name, address, telephone number, and attorney or record. If there are several attorneys, list then on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction is based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an X in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause.

V. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section IV more than one nature of suit, select the most definitive.

VI. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate's decision.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-44 is used to reference relating pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

HAROLD M. HOFFMAN, ESQ.

240 GRAND AVENUE

ENGLEWOOD, NJ 07631

(201) 569-0086

HOFFMAN.ESQ@VERIZON.NET

ATTORNEY FOR PLAINTIFF AND THE PUTATIVE CLASS

HAROLD M. HOFFMAN, individually and on behalf of those similarly situated,

Plaintiff,

-against-

LIQUID HEALTH INC., and ALEX ABREU,

Defendants.

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY - LAW DIVISION

DOCKET NO.: **BER-L-1932-14**

CIVIL ACTION

SUMMONS

From the State of New Jersey To the Defendant(s) named above:

LIQUID HEALTH INC., and ALEX ABREU

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A \$200 filing fee, payable to the Clerk of the Superior Court, and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff if no attorney is named above. A telephone call will not protect your rights: you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Jennifer M. Perez
Jennifer M. Perez, Acting Superior Court Clerk

Dated: February 28, 2014

Name of Defendant to be Served: **LIQUID HEALTH INC., and ALEX ABREU**
Address of Defendant to be Served: 25709 JEFFERSON AVENUE SUITE M, MURRIETA CA 92563

ATLANTIC COUNTY
Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., 1st Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

CUMBERLAND COUNTY
Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Sts., PO Box 10
Bridgeport, NJ 08302
LAWYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

MERCER COUNTY
Deputy Clerk of the Superior Court
Local Filing Office, Court House
175 S. Broad St., PO Box 8068
Trenton, NJ 08650
LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

SALEM COUNTY
Deputy Clerk of the Superior Court
92 Market St., PO Box 29
Salem, NJ 08079
LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 451-0003

BERGEN COUNTY
Deputy Clerk of the Superior Court
Case Processing Section - Rm 113
Justice Center - 10 Main St.
Hackensack, NJ 07601
LAWYER REFERRAL
(201) 408-0044
LEGAL SERVICES
(201) 487-2166

ESSEX COUNTY
Deputy Clerk of the Superior Court
237 Hall of Records
165 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102
LAWYER REFERRAL
(973) 533-6755
Legal Services
(973) 624-4500

MIDDLESEX COUNTY
Deputy Clerk of the Superior Court
Court House, 1st Fl.
1 Kennedy Sq., PO Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL
(732) 828-0051
LEGAL SERVICES
(732) 249-7600

SOMERSET COUNTY
Deputy Clerk of the Superior Court
Civil Division Office
Court House, 3rd Fl.
Somerville, NJ 08876
LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

BURLINGTON COUNTY
Deputy Clerk of the Superior Court
Central Processing Office
Attn.: Judicial Intake
49 Rancocas Rd., 1st Fl.
Mt. Holly, NJ 08060
LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

GLOUCESTER COUNTY
Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Delaware Streets
Woodbury, NJ 08096
LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 964-9400

MONMOUTH COUNTY
Deputy Clerk of the Superior Court
71 Monument Park, PO Box 1260
Court House
Freehold, NJ 07728-1262
LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

SUSSEX COUNTY
Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL
(973) 767-5882
LEGAL SERVICES
(973) 383-7400

CAMDEN COUNTY
Deputy Clerk of the Superior Court
Civil Processing Office
Hall of Records, Suite 150
101 S. Fifth St.
Camden, NJ 08103-4001
LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

HUDSON COUNTY
Deputy Clerk of the Superior Court
Administration Bldg
Hudson Fee Office, Room G-9
595 Newark Ave.
Jersey City, NJ 07306
LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

MORRIS COUNTY
Deputy Clerk of the Superior Court
Civil Division
PO Box 910
Morristown, NJ 07930-0910
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

UNION COUNTY
Deputy Clerk of the Superior Court
Court House, Room 107
2 Broad Street
Elizabeth, NJ 07207-6073
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

CAPE MAY COUNTY
Deputy Clerk of the Superior Court
Court House
9 N. Main Street
Cape May, NJ 08210
LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

HUNTERDON COUNTY
Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822
LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

OCEAN COUNTY
Deputy Clerk of the Superior Court
Court House, Room 121
118 Washington St.
Toms River, NJ 08754
LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

WARREN COUNTY
Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500
LAWYER REFERRAL
(908) 387-1835
LEGAL SERVICES
(908) 475-2010

PASSAIC COUNTY
Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505
LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 523-2900

HAROLD M. HOFFMAN, ESQ.
240 GRAND AVENUE
ENGLEWOOD, NJ 07631
(201) 569-0086
HOFFMAN.ESQ@VERIZON.NET
ATTORNEY FOR PLAINTIFF AND THE PUTATIVE CLASS

HAROLD M. HOFFMAN, individually and on behalf of those similarly situated,

Plaintiff,

-against-

LIQUID HEALTH INC., and ALEX ABREU,

Defendants.

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY - LAW DIVISION

DOCKET NO.: BER-L-1932-14

CIVIL ACTION

COMPLAINT AND JURY
DEMAND IN CLASS ACTION

OVERVIEW

By this civil action, Plaintiff brings claims on his own behalf and on behalf of those similarly situated (the "Class"), to redress injury inflicted on the United States consumer public. As detailed below, Defendants advertised, promoted, marketed, distributed and sold online and in retail stores throughout the nation, including the State of New Jersey, a dietary supplement for dogs in liquid form known as *K9 Glucosamine*, based upon false and misrepresented claims of product formulation and constituent ingredients.

As alleged below, Defendants advertised, promoted, marketed, distributed and sold K9 Glucosamine on the theory that it could maintain the health and resiliency of a dog's joints and connective tissues based on promises, claims and representations that each fluid ounce of the product contained 1,200 mg of chondroitin sulfate ("Chondroitin"), a key active component of K9 Glucosamine. In truth and in fact, and as confirmed by independent, reliable, laboratory analysis, each fluid ounce of Defendants' K9 Glucosamine contains only 16% of the claimed and promised concentration of Chondroitin. Defendants took consumers' money predicated on specific claims of product formulation and delivered to them, in return, an altogether different, and lesser, product.

The putative class comprises all nationwide purchasers of Defendant's K9 Glucosamine for the six year period preceding the filing of this suit.

1. At all times relevant, Plaintiff Harold M. Hoffman had a place of residence in the State of New Jersey, County of Bergen. Plaintiff was exposed to and read, saw and/or heard Defendants' advertising and marketing claims and promises with respect to its K9 Glucosamine, including but not limited to product formulation, and thereafter purchased the product, in or about January of 2014 for a purchase price of approximately \$40 for a 32 fluid ounce container. Plaintiff used the product for his dog for over one month and was entirely dissatisfied with it. It delivered no benefit.

2. At all relevant times, Defendant Liquid Health Inc., was a corporation organized and existing pursuant to the laws of the State of California, with a principal place of business located in Murrieta, CA. At all relevant times, Defendant Alex Abreu, an individual with a place of residence in the State of California, was an officer, director and/or manager of Defendant Liquid Health Inc. Defendant Abreu, individually and in concert with others, controlled all material aspects of the business operations of Defendant Liquid Health Inc., including but not limited to claims and promises of product formulation. Defendants sold K9 Glucosamine online and at multiple retail outlets and locations throughout the nation, including the State of New Jersey. Hereinafter, Defendants, collectively, will be referred to as Defendant (in the singular).

3. Defendant advertised, marketed, distributed and sold its K9 Glucosamine in commerce throughout the United States, including but not limited to the State of New Jersey.

4. At all relevant times, plaintiff was and is a consumer, with a residence in the State of New Jersey, County of Bergen.

5. At all relevant times, Defendant constituted a "person" as defined in the New Jersey Consumer Fraud Act, *N.J.S.A. 56:8-1(d)*.

6. For the six-year period preceding the filing of this action, Defendant, by retail sale throughout the nation, including the State of New Jersey, marketed, advertised, promoted, offered and sold its products to consumers, including its K9 Glucosamine, a dietary supplement for dogs touted as capable of maintaining the health and resiliency of a dog's joints and connective tissues.

7. Defendant is believed to have sold significant quantities of its K9 Glucosamine to consumers throughout the nation during the putative class period.

8. K9 Glucosamine is alleged to contain Glucosamine Hcl (1,600 mg per fluid ounce), Chondroitin sulfate (1,600 mg per fluid ounce), and MSM (methylsulfonylmethane) (1,000 mg per fluid ounce). Glucosamine, chondroitin sulfate, and MSM occur naturally in the body. Glucosamine and chondroitin sulfate supplements are used to slow the progression of osteoarthritis, the deterioration of cartilage between joint bones common in older dogs. These supplements may also reduce associated pain. Clinical signs in animals may initially include stiffness, difficulty rising and reluctance to exercise, and progress to loss of joint range of motion, lameness, and muscle loss.

9. Chondroitin is believed to promote water retention and elasticity in cartilage and inhibit enzymes that break down cartilage. Most of the clinical research on chondroitin has been conducted in humans which has found that the combination of glucosamine and

chondroitin sulfate seems to be effective in osteoarthritis patients with moderate to severe knee pain, but not those with mild pain — although not all studies show benefit. Animal studies have been limited. However, in experimental models of osteoarthritis in small animals, such as dogs, both preventative and therapeutic benefits have been seen from the administration of chondroitin.

10. Accordingly, Defendant's promises and claims with respect to the concentration of chondroitin sulfate in its product is critical to both its value and efficacy. Here, Defendant promises that its product contains 1,200 mg. of chondroitin sulfate per fluid ounce. Based on independent, reliable laboratory analysis, such promise and claim is false. In truth, Defendant's product contains only a trivial 16% of the claimed concentration of chondroitin sulfate per fluid ounce.

11. Defendant's exaggerated and blatant misrepresentations regarding the formulation of its product and concentration of Chondroitin therein were designed to and did lead Plaintiff and others similarly situated to believe that Defendant's K9 Glucosamine was effective in maintaining the health and resiliency of a dog's joints and connective tissues. Without the claimed concentration of chondroitin, a relatively expensive product, the Defendant's K9 Glucosamine has far less value and no efficacy for joint health.

12. Plaintiff and members of the putative Class relied on Defendant's false claims

and misrepresentations and would not have paid as much, if at all, for Defendant's K9 Glucosamine. As a result, Defendant has wrongfully taken substantial sums from hard-working consumers throughout the nation.

13. Plaintiff brings this suit to recover funds taken by Defendant as a consequence of its ongoing deception of consumers.

14. The affirmative promises and representations made by Defendant in connection with the marketing, advertisement and sale of its K9 Glucosamine, as aforesaid, are false. The concentration of Chondroitin promised by Defendant in its product, a key component in Defendant's product for delivery of health effect and benefit, is false and over-stated. Thus, Defendant's product possesses no value consistent with its purchase price of \$40 (for a 32 oz container).

15. Plaintiff and members of the putative class are purchasers of Defendant's K9 Glucosamine and, prior to purchasing the product, saw, read and/or heard Defendant's advertisements, promises, claims and representations, as aforesaid, including claims of product formulation.

16. Plaintiff and members of the class, prior to purchasing the product, saw, read and/or heard Defendant's promises, claims and representations as aforesaid, and made an

out of pocket payment to Defendant in response thereto.

17. The very purpose of the New Jersey Consumer Fraud Act is to protect consumers, such as the putative class members at bar, from being victimized by false and unsubstantiated promises and claims with respect to product formulation and benefit.

18. In truth and in fact, Defendant misrepresented its product formulation and over-stated a critical constituent ingredient. Plaintiff and members of the class paid for a product that Defendant affirmatively and specifically represented to contain a specified concentration of Chondroitin. In truth, the product sold by Defendant significantly over-stated its concentration of Chondroitin, a key component for health effect and benefit.

19. Here, consumers, including Plaintiff, made purchasing decisions and did, in fact, make purchases from Defendant based upon Defendant's specific claims and representations of product formulation.

20. Defendant has knowingly sold an affirmatively misrepresented product.

21. The affirmative promises and representations made by Defendant in marketing advertisements and representations in connection with the formulation of its K9 Glucosamine are false and misleading. Indeed, Defendant has misrepresented the product's value, formulation and purported salutary benefits.

22. Plaintiff and members of the class were entitled to trust the Defendant's marketing representations and advertisements with respect to the product. The product delivered by Defendant to plaintiff and members of the putative class misrepresented product formulation and ingredient concentration.

23. Defendant's advertisements, promises and representations concerning Defendant's K9 Glucosamine are false and constitute a deception; a misrepresentation; an unconscionable trade practice; a sharp and deceitful marketplace practice, and are a false promise. Defendant's advertisements, promises and representations concerning Defendant's K9 Glucosamine result in consumers who purchased it being subjected to misrepresentation, false promise, fraud, deceit, trickery and false and deceptive advertising.

24. Defendant has made affirmative misrepresentations in connection with the sale, marketing and/or advertisement of its K9 Glucosamine.

25. Plaintiff and members of the putative class suffered ascertainable loss in the form of actual out of pocket payment and expenditure, as aforesaid, as a result of Defendants' unlawful conduct as aforesaid.

26. Plaintiff and members of the putative class paid hard earned money and received from Defendant, in exchange, a product that misrepresented its formulation and

over-stated the concentration of a key active ingredient. There was a substantial difference between the price paid by consumers, including plaintiff, for the Defendant's product, and the represented value of the product.

27. Here, plaintiff and members of the class suffered ascertainable loss when they received, for their money, a product less than, and different from, the product promised by Defendant. The Defendant's product failed to measure up to the consumers' reasonable expectations based on the representations made by Defendant. Thus, purchasers of said product were injured and suffered loss.

28. For their money, plaintiff and members of the class received something less than, and different from, what they reasonably expected in view of Defendant's representations. As a result, they suffered ascertainable loss.

29. Defendant marketed and sold Defendant's K9 Glucosamine - and consumers purchased it - on the premise that the product contained a specific, stated formulation. Defendant's product formulation claims are false. Thus, there is a causal relationship between the Defendant's misrepresentations of product formulation and the loss suffered by plaintiff and class members.

CLASS ALLEGATIONS

30. Plaintiff brings this suit as a class action individually and in behalf of others similarly situated pursuant to New Jersey Court Rule 4:32. Subject to additional information obtained through further investigation and/or discovery, the definition of the Class may be expanded or narrowed. The proposed Class consists of all U.S. purchasers of Defendant's K9 Glucosamine for the six year period preceding the filing of this suit. As to the individual plaintiff, the amount in controversy in this action, including, without limitation, compensatory, treble, and/or punitive damages and counsel fees, is less than \$75,000.00. As to the putative plaintiff class, the amount in controversy in this action, including, without limitation, compensatory, treble, and/or punitive damages and counsel fees, is less than \$5 million.

31. This action is specifically brought in New Jersey state court because, among other reasons, Plaintiff's proposed dual leadership roles, class representative and class counsel, are *per se* impermissible in federal courts within the Third Circuit. Thus, this action may be maintained as a class action, subject to court approval, only in New Jersey state court. This complaint, as presently structured, is not a class action and/or a proposed class action in federal courts within the Third Circuit.

32. **Numerosity:** The members of the Class are so numerous that joinder of all members is impracticable. The Class is comprised of consumers throughout the United States.

Commonality: Common questions of law and fact exist as to all members of the Class. These common questions predominate over the questions affecting only individual Class members, and include:

- a. Whether Defendant made affirmative misrepresentations in violation of the New Jersey Consumer Fraud Act;
- b. Whether Defendant misrepresented the constituent ingredients of Defendant's K9 Glucosamine; and,
- c. The appropriate measure of damages sustained by the Plaintiff and/or other members of the Class.

Typicality: Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendants' wrongful conduct. Plaintiff, like other members of the Class, purchased Defendant's K9 Glucosamine after exposure to the same misrepresentations and/or omissions in Defendants' advertising and received a product less than and different from the promised product. Plaintiff is advancing claims and legal theories typical to the Class.

Adequacy: Plaintiff's claims are made in a representative capacity on behalf of all members of the Class. Plaintiff has no interests antagonistic to the interests of the other members of the proposed Class and is subject to no unique defenses.

32. Plaintiff is similarly situated in interest to all members of the proposed Class and is committed to the vigorous prosecution of this action. Accordingly, Plaintiff

is an adequate representative of the proposed Class and will fairly and adequately protect the interests of the Class. Plaintiff is also an experienced attorney who has been previously appointed class counsel by both federal and state courts. Thus, Plaintiff is a qualified and suitable attorney to also serve as class counsel. As we intend to show, after class discovery and upon moving for class certification, this case is appropriate for dual service by Plaintiff as class counsel and class representative.

33. This suit may be maintained as a class action because Defendant has acted, and/or has refused to act, on grounds generally applicable to the Class, thereby making appropriate final relief.

34. At bar, Plaintiff does not presently seek injunctive relief.

35. **Superiority:** In addition, this suit may be maintained as a class action because a class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. The claims asserted herein are applicable to all consumers throughout the United States who purchased Defendant's K9 Glucosamine. The injury suffered by each individual class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Class individually

effectively and cost-efficiently to redress Defendant's wrongful conduct. Individual litigation would enhance delay and expense to all parties. The class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I

36. Plaintiff repeats and realleges the prior allegations of this complaint as if fully set forth at length.

37. Defendant's conduct constitutes an unconscionable commercial practice in violation of the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-2.

38. As a proximate result of Defendant's conduct, plaintiff and members of the class were damaged.

WHEREFORE, plaintiff, individually and in behalf of the class, demands judgment against the Defendant for treble damages together with pre-judgment and post-judgment interest, fees, costs, attorney's fees, civil penalties mandated by *N.J.S.A.* 56:8-19, and any other and further relief as the Court deems just and proper.

COUNT II

39. Plaintiff repeats and realleges the prior allegations of this complaint as if

fully set forth at length.

40. Defendant's conduct constitutes deception in violation of the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-2.

41. As a proximate result of Defendant's conduct, plaintiff and members of the class were damaged.

WHEREFORE, plaintiff, individually and in behalf of the class, demands judgment against the Defendant for treble damages together with pre-judgment and post-judgment interest, fees, costs, attorney's fees, civil penalties mandated by *N.J.S.A.* 56:8-19, and any other and further relief as the Court deems just and proper.

COUNT III

42. Plaintiff repeats and realleges the prior allegations of this complaint as if fully set forth at length.

43. Defendant's conduct constitutes fraud in violation of the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-2.

44. As a proximate result of Defendant's conduct, plaintiff and members of the class were damaged.

WHEREFORE, plaintiff, individually and in behalf of the class, demands judgment against the Defendant for treble damages together with pre-judgment and

post-judgment interest, fees, costs, attorney's fees, civil penalties mandated by *N.J.S.A.* 56:8-19, and any other and further relief as the Court deems just and proper.

COUNT IV

45. Plaintiff repeats and realleges the prior allegations of this complaint as if fully set forth at length.

46. Defendant's conduct constitutes false pretense, false promise and/or misrepresentation, in violation of the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-2.

47. As a proximate result of Defendant's conduct, plaintiff and members of the class were damaged.

WHEREFORE, plaintiff, individually and in behalf of the class, demands judgment against the Defendant for treble damages together with pre-judgment and post-judgment interest, fees, costs, attorney's fees, civil penalties mandated by *N.J.S.A.* 56:8-19, and any other and further relief as the Court deems just and proper.

COUNT V

48. Plaintiff repeats and realleges the prior allegations of this complaint as if fully set forth at length.

49. Defendant's conduct constitutes knowing concealment, suppression and/or omission of material facts with the intent that others, including members of the plaintiff-class, rely upon such concealment, suppression and/or omission, in connection

with the sale or advertisement of any merchandise in violation of the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-2.

50. As a proximate result of Defendant's conduct, plaintiff and members of the class were damaged.

WHEREFORE, plaintiff, individually and in behalf of the class, demands judgment against the Defendant for treble damages together with pre-judgment and post-judgment interest, fees, costs, attorney's fees, civil penalties mandated by *N.J.S.A.* 56:8-19, and any other and further relief as the Court deems just and proper.

COUNT VI

51. Plaintiff repeats and realleges the prior allegations of this complaint as if fully set forth at length.

52. Defendant, in the advertisement, marketing and sale of Defendant's K9 Glucosamine, deliberately engaged in deception, false pretense, false promise and/or misrepresentation with respect to material facts, and did so with the intent that others, including members of the plaintiff-class, rely upon same, and, upon information and belief, members of the class did justifiably rely upon same to their detriment.

53. Defendant, in the advertisement, marketing and sale of Defendant's K9 Glucosamine, deliberately and knowingly engaged in concealment, suppression and/or omission of material facts with the intent that others, including members of the plaintiff-

class, rely upon same, and, upon information and belief, members of the class did justifiably rely upon same to their detriment.

54. As a proximate result of defendant's conduct, members of the class were damaged.

55. Defendant's conduct constitutes common law fraud.

WHEREFORE, plaintiff, in behalf of the class, demands judgment against the Defendant for treble damages and/or punitive damages together with pre-judgment and post-judgment interest, fees, costs, attorney's fees, and any other and further relief as the Court deems just and proper.

COUNT VII

56. Plaintiff repeats and realleges the prior allegations of this complaint as if fully set forth at length.

57. As a result of Defendant's false and deceptive advertisements, claims, promises and representations concerning the formulation of Defendant's K9 Glucosamine, and as a consequence of Defendant's unconscionable trade practices, its sharp and deceitful marketplace practices, and its false promises, all as aforesaid, the class members paid money to and conferred a benefit upon Defendant in connection with the sale of Defendant's K9 Glucosamine by Defendant to class members, which benefit was received and continues to be retained by Defendant.

58. Retention of that benefit without reimbursement by Defendant to all class members would be unjust and inequitable.

59. Retention of that benefit by Defendant at the expense of all class members would be unjust and inequitable.

60. Defendant, as a result of its false and deceptive conduct as aforesaid, became indebted to class members for the sums paid by class members to Defendant for purchase of a misrepresented product. Retention of said sums, without reimbursement, would result in the unlawful, unjust and inequitable enrichment of Defendant beyond its lawful rights in connection with the sale of Defendant's K9 Glucosamine to class members.


61. All monies paid by class members to Defendant for purchase of Defendant's K9 Glucosamine, including all interest earned by Defendant on such monies while in wrongful possession thereof, should be disgorged by Defendant and reimbursed to class members under principles of unjust enrichment.

62. As a proximate result of Defendant's conduct, members of the class were damaged.

WHEREFORE, plaintiff, in behalf of the class, demands judgment against the Defendant for reimbursement of sums paid by class members to Defendant for purchase of a misrepresented product, Defendant's K9 Glucosamine, together with pre-judgment

and post-judgment interest, fees, costs, attorney's fees, and any other and further relief as the Court deems just and proper.

Dated: February 26, 2014


HAROLD M. HOFFMAN, ESQ.
Counsel for Plaintiff and the Putative Class
240 Grand Avenue
Englewood, NJ 07631
hoffman.esq@verizon.net

JURY DEMAND

Demand is hereby made for trial by jury as to all issues.

TRIAL COUNSEL DESIGNATION

Pursuant to Rule 4:25-4, the Court is respectfully advised that Harold M. Hoffman, Esq., is hereby designated as trial counsel in behalf of plaintiff.

CERTIFICATION PURSUANT TO RULE 4:5-1

Harold M. Hoffman, counsel for plaintiff, hereby certifies that the matter in controversy is not the subject of any other known pending action in this or any other Court or any pending arbitration, nor is any other action or arbitration known to be contemplated. At this time, no other known party, other than members of the class, are anticipated for joinder.



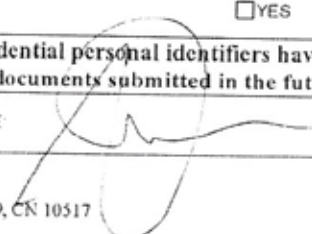
I certify that the foregoing is true to the best of my knowledge. I am aware that if any of the foregoing is wilfully false, I am subject to punishment.



HAROLD M. HOFFMAN, ESQ.

Dated: February 26, 2014

Appendix XII-B1

 CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY
Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
ATTORNEY/PRO SE NAME HAROLD M. HOFFMAN, ESQ.	TELEPHONE NUMBER (201) 569-0086	COUNTY OF VENUE Bergen
FIRM NAME (if applicable)	DOCKET NUMBER (When available) L-1932-14	
OFFICE ADDRESS 240 GRAND AVENUE, ENGLEWOOD, NJ 07631-4352 hoffman.esq@verizon.net	DOCUMENT TYPE COMPLAINT	
NAME OF PARTY (e.g., John Doe, Plaintiff) HAROLD M. HOFFMAN, Individually and on behalf of those similarly situated		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CAPTION HAROLD M. HOFFMAN, Individually and on behalf of those similarly situated v. LIQUID HEALTH INC., and ALEX ABREU		
CASE TYPE NUMBER (See reverse side for listing) 699	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.		
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION		
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION: This case is brought as a putative class action seeking recovery in behalf of a class of consumer purchasers and alleges that defendant(s) engaged in deceptive and unconscionable commercial practices in violation of the New Jersey Consumer Fraud Act.		
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, FOR WHAT LANGUAGE.	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).		
ATTORNEY SIGNATURE 		

SIDE 2



**CIVIL CASE INFORMATION STATEMENT
(CIS)**

Use for initial pleadings (not motions) under *Rule 4-5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE – PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 899 TORT – OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES
- 620 FALSE CLAIMS ACT

Track IV — Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 248 CIBA GEIGY | 279 GADOLINIUM |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE | 282 FOSAMAX |
| 272 BEXTRA/CELEBREX | 283 DIGITEK |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 275 ORTHO EVRA | 286 LEVAQUIN |
| 277 MAHWAH TOXIC DUMP SITE | 601 ASBESTOS |
| 278 ZOMETA/AREDDIA | 619 VIOXX |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

- Verbal Threshold Putative Class Action Title 59

EXHIBIT B

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 596-4500

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

HAROLD M. HOFFMAN, individually and on
behalf of those similarly situated,

Plaintiff,

vs.

LIQUID HEALTH INC. and ALEX ABREU

Defendants.

Civil Action No. _____

Document electronically filed

**CERTIFICATION OF
ALMA MATTSON**

I, Alma Mattson, certify as follows:

1. I am the Chief Executive Officer (“CEO”) of Liquid Health, Inc. (“Liquid Health”), a corporation organized and existing under the laws of the State of California. The principal place of business for Liquid Health is 25799 Jefferson Street, Murrieta, California 92562.

2. I am familiar with the marketing and sales of our product K9 Glucosamine, which is identified in the Complaint filed by Plaintiff in this matter.

3. Liquid Health has marketed and sold K9 Glucosamine throughout the United States since at least 2000.

4. K9 Glucosamine in liquid form is available in a 8-ounce bottle that retails at approximately \$12.56; a 32-ounce bottle that retails at approximately \$33.77; and a 128-ounce bottle that retails at approximately \$107.38.

5. From February 27, 2008 to February 27, 2014, Liquid Health's total nationwide sales of K9 Glucosamine were over \$5 million.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on this 20th day of March, 2014, in Murrieta, California.

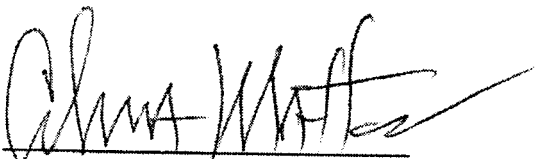
By: 
Alma Mattson
Chief Executive Officer
Liquid Health, Inc.

EXHIBIT C



MICHAEL R. MCDONALD
Director

Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102-5310
Direct: (973) 596-4827 Fax: (973) 639-6295
mmcdonald@gibbonslaw.com

March 21, 2014

VIA FEDEX

Clerk of the Court
Superior Court of New Jersey
Bergen County
10 Main Street
Hackensack, New Jersey 07601-7699

Re: *Harold M. Hoffman v. Liquid Health Inc. and Alex Abreu*
Docket No. BER-L-1932-14

Dear Sir or Madam:

This law firm represents Defendants Liquid Health Inc. and Alex Abreu in the above-referenced matter. I enclose herewith for filing an original and two (2) copies of our Notice of Filing Notice of Removal of this matter to the United States District Court for the District of New Jersey. Please charge our account number 0018800 (our internal number is 112660-86676) for any fees associated with this filing. Please return a stamped "Filed" copy to me in the pre-paid, self-addressed envelope enclosed.

Please do not hesitate to contact me should you have any questions.

Very truly yours,

Michael R. McDonald

MRM/mmm

Enclosures

cc: Harold M. Hoffman, Esq. (*via electronic mail, w/enclosures*)
Jennifer Marino Thibodaux, Esq.

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 596-4500

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

HAROLD M. HOFFMAN, individually and on
behalf of those similarly situated,

Plaintiff,

vs.

LIQUID HEALTH INC. and ALEX ABREU

Defendants.

Civil Action No. _____

Document electronically filed

**CERTIFICATION PURSUANT TO
LOCAL CIVIL RULE 11.2**

I, Michael R. McDonald, Esq., admitted to the bars of the State of New Jersey and this Court and a member of the law firm of Gibbons P.C., counsel for Defendants Liquid Health Inc. and Alex Abreu in the above-captioned matter, hereby certify that the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: March 21, 2014

By: s/ Michael R. McDonald, Esq.

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.

GIBBONS P.C.

One Gateway Center

Newark, New Jersey 07102

Phone: (973) 596-4500

Facsimile: (973) 639-6295

mmcdonald@gibbonslaw.com

jthibodaux@gibbonslaw.com

Attorneys for Defendants

Liquid Health Inc. and Alex Abreu

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 596-4500

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

**IN THE UNITED STATES DISTRICT COURT
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HAROLD M. HOFFMAN, individually and on
behalf of those similarly situated,

Plaintiff,

vs.

LIQUID HEALTH INC. and ALEX ABREU

Defendants.

Civil Action No. _____

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**STATEMENT PURSUANT TO LOCAL
CIVIL RULE 10.1(a)**

Pursuant to Local Civil Rule 10.1(a), attached hereto as Exhibit A is a Service List that sets forth the names and addresses of each party, as well as counsel for each of the parties, in the above-captioned action.

Dated: March 21, 2014

By: s/ Michael R. McDonald, Esq.

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.

GIBBONS P.C.

One Gateway Center

Newark, New Jersey 07102

Phone: (973) 596-4500

Facsimile: (973) 639-6295

mmcdonald@gibbonslaw.com

jthibodaux@gibbonslaw.com

Attorneys for Defendants

Liquid Health Inc. and Alex Abreu

Exhibit A

HAROLD M. HOFFMAN v. LIQUID HEALTH INC. and ALEX ABREU
Civil Action No.: _____

Service List

Plaintiff / Plaintiff's Counsel

Harold M. Hoffman, Esq.
240 Grand Avenue
Englewood, New Jersey 07631
(201) 569-0086
hoffman.esq@verizon.net

Defendants

Liquid Health Inc.
25799 Jefferson Avenue
Murrieta, CA 92562

Alex Abreu
Liquid Health Inc.
25799 Jefferson Avenue
Murrieta, CA 92562

Defendants' Counsel

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
Phone: (973) 596-4500
Facsimile: (973) 639-6295
mmcdonald@gibbonslaw.com
jthibodaux@gibbonslaw.com

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 596-4500

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

HAROLD M. HOFFMAN, individually and on
behalf of those similarly situated,

Plaintiff,

vs.

LIQUID HEALTH INC. and ALEX ABREU

Defendants.

Civil Action No. _____

Document electronically filed

CERTIFICATE OF SERVICE

I, **MICHAEL R. MCDONALD, ESQ.**, hereby certify as follows:

1. I am an attorney at law admitted to practice before this Court and am a member of the firm Gibbons P.C., attorneys for Defendants Liquid Health Inc. and Alex Abreu (“Defendants”) in the above-captioned matter. On March 21, 2014, I electronically filed and served the following documents on behalf of Defendants:

- Notice of Removal with accompanying exhibits;
- Corporate Disclosure Statement Pursuant to Federal Rule of Civil Procedure 7.1;
- Statement Pursuant to Local Civil Rule 10.1(a);
- Certificate Pursuant to Local Civil Rule 11.2;
- Civil Cover Sheet; and
- Certificate of Service.

2. Service was also made on this date upon the following counsel in accordance with the Federal Rules of Civil Procedure and the District of New Jersey's Local Rules on Electronic Service:

Harold M. Hoffman, Esq.
240 Grand Avenue
Englewood, New Jersey 07631
Phone: (201) 569-0086
hoffman.esq@verizon.net

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: March 21, 2014

By: s/ Michael R. McDonald, Esq.
Michael R. McDonald, Esq.
Jennifer Marino Thibodaux, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102
Phone: (973) 596-4500
Facsimile: (973) 639-6295
mmcdonald@gibbonslaw.com
jthibodaux@gibbonslaw.com

Attorneys for Defendants
Liquid Health Inc. and Alex Abreu