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Attorneys for Defendant Tristar Products, Inc.

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

SUSAN CELMINS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

TRISTAR PRODUCTS, INC. and DOES 1-10,

Defendants.

Civil Action No. _____

NOTICE OF REMOVAL

TO: William T. Walsh
Clerk of the Court
The Rev. Dr. M.L. King, Jr., Fed. Bldg. & U.S. Courthouse
Federal Square
Newark, New Jersey 07102

WITH NOTICE TO:

Clerk of the Court
New Jersey Superior Court, Law Division
Essex County
465 Martin Luther King Jr. Blvd.
Newark, NJ 07102

Bruce D. Greenberg
Danielle Y. Alvarez
LITE DEPALMA GREENBERG, LLC
570 Broad Street, Suite 1201
Newark, NJ 07102

Joseph G. Sauder
Matthew D. Schelkopf
Joseph B. Kenny
MCCUNE WRIGHT, LLP
1055 Westlakes Drive, Suite 300
Berwyn, PA 19312

Thomas B. Malone
THE MALONE FIRM, LLC
1650 Arch Street, Suite 1903
Philadelphia, PA 19103

Attorneys for Plaintiff and the Putative Class

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendant Tristar Products, Inc. (“Tristar” or “Defendant”) hereby gives notice of removal of this action, which was commenced in the New Jersey Superior Court, Law Division, Essex County, Docket No. ESX-L-1575-16, to the United States District Court for the District of New Jersey, with full reservation of any and all rights, claims, remedies, objections and defenses.

As grounds for this removal, Defendant respectfully submits as follows:

1. On March 4, 2016, Plaintiff Susan Celmins (“Plaintiff”), on behalf of herself and all others similarly situated, filed a civil action against Tristar in the Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-1575-16 (the “State Court Action”).
2. On March 15, 2016, Defendant was served with Summons and Complaint filed in the State Court Action.

3. Removal is timely pursuant to 28 U.S.C. § 1446(b) because this Notice of Removal is filed within 30 days after Tristar's receipt of the Complaint through service.

4. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings and orders, namely the Summons and Complaint, are attached hereto as Exhibit A. To Tristar's knowledge, no additional process, pleading or order has been filed to date in this action outside of those attached as Exhibit A.

5. The Complaint contains a jury demand.

6. Written notice of the filing of this Notice of Removal will be served upon Plaintiff's counsel as required by 28 U.S.C. § 1446(d).

7. A copy of this Notice of Removal will be filed with the Clerk of the Superior Court of New Jersey, Law Division, Essex County, as required by 28 U.S.C. § 1446(d).

8. Venue is proper under 28 U.S.C. § 1441(a) because the Superior Court of New Jersey, Law Division, Essex County, is located within the district of the United States District Court of New Jersey.

9. The Court has jurisdiction pursuant to 28 U.S.C. § 1332(d) and 28 U.S.C. § 1453 because the action brought by Plaintiff is an asserted class action in which the matter in controversy as alleged by Plaintiff exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 persons in the putative class, and a member of the putative class of plaintiffs is a citizen of a State different from any defendant.

10. Plaintiff is and was at the time of filing the Complaint a citizen of the State of North Carolina with her primary residence located in the State of North Carolina.

11. Tristar is and was at the time of filing the Complaint a corporation incorporated in the State of Pennsylvania with its principal place of business in Fairfield, New Jersey.

Accordingly, Tristar is a citizen of the State of Pennsylvania and the State of New Jersey for diversity purposes. *See* 28 U.S. C. § 1332(c)(1) & (d)(7).

12. Accordingly, diversity of citizenship exists pursuant to 28 U.S.C. § 1332(d)(2)(A) (“The district courts shall have original jurisdiction of any civil action . . . [that] is a class action in which (A) any member of a class of plaintiffs is a citizen of a State different from any defendant”), and pursuant to 28 U.S.C. § 1453(b) (“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, . . .”).

13. The potential persons who may be members of the putative nationwide class action brought by Plaintiff exceeds 100. In fact, Plaintiff’s Complaint alleges that it is her belief “that the Class encompasses no fewer than thousands of consumers who are geographically dispersed.” *See*, Exhibit A, Compl. at ¶ 29.

14. The Court should not decline to exercise jurisdiction under 28 U.S.C. § 1332(d)(2) because less than two-thirds of the members, in the aggregate, of all of the proposed classes in Plaintiff’s Complaint are citizens of New Jersey and within the past three years another class action was filed in this District, *Winstanley v. Tristar*, Civil Action No. 2:14-cv-02657-JLL-JAD, asserting the same or similar factual allegations against Tristar. *See* 28 U.S.C. § 1332(d)(4).

15. The matter in controversy as alleged by Plaintiff exceeds the sum of \$5,000,000.00, exclusive of interest and costs. While an exact amount in controversy is not specifically plead in the Complaint, the Complaint alleges that damages are being sought for the actual, general, special, incidental, statutory, punitive, and consequential damages to which Plaintiff and the putative Class members are entitled. *See, e.g.*, Exhibit A, Compl. at Prayer for

Relief. The Complaint also alleges that Defendant “has sold millions of dollars’ worth” of the product about which Plaintiff complains; that “thousands of purchasers” of the product have experienced problems with the product; that Defendant “continues to market and sell” the product; and that there will be “millions of dollars of damages.” *See*, Exhibit A, Compl. at ¶¶ 6, 13, and 19. Finally, the Complaint also contains claims under the New Jersey Consumer Fraud Act, seeking treble damages and attorneys’ fees. *See*, Exhibit A, Compl. at Count I and Compl. at Prayer for Relief.

16. Accordingly, a reasonable reading of the value of the claims asserted and damages alleged in the Complaint evidences that the amount in controversy as alleged exceeds \$5,000,000.00, exclusive of interest and costs, pursuant to 28 U.S.C. §1332(d)(2)&(6). *See also Frederico v. Home Depot*, 507 F.3d 188, 196-199 (3d Cir. 2007).

WHEREFORE, this action is properly removed to this Court.

Dated: April 14, 2016

CONNELL FOLEY LLP

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

SUSAN CELMINS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

TRISTAR PRODUCTS, INC. and DOES 1-10,

Defendants.

Civil Action No. _____

**LOCAL CIVIL RULE 11.2
CERTIFICATION**

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that to the knowledge of
the undersigned the matter in controversy is not related to any pending matter or controversy.

Dated: April 14, 2016

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

SUSAN CELMINS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

TRISTAR PRODUCTS, INC. and DOES 1-10,

Defendants.

Civil Action No. _____

**LOCAL CIVIL RULE 201.1
CERTIFICATION**

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the above-captioned matter is not subject to compulsory arbitration because Plaintiff seeks injunctive and/or declaratory relief.

Dated: April 14, 2016

CONNELL FOLEY LLP

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Christine I. Gannon
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*Attorneys for Defendant
Tristar Products, Inc.*

EXHIBIT A

SUMMONS

Attorney(s) Lite DePalma Greenberg, LLC
 Office Address 570 Broad Street - Suite 1201
 Town, State, Zip Code Newark, NJ 07102
 Telephone Number (973) 623-3000
 Attorney(s) for Plaintiff Susan Celmins
Susan Celmins, on behalf of herself and all other similarly situate

**Superior Court of
New Jersey**

Essex COUNTY
 Law DIVISION

Docket No: ESX-L-1575-16

 Plaintiff(s)

Vs.
Tristar Products, Inc. and John Does 1-10

 Defendant(s)

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

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. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) 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, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey 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 of \$175.00 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 or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). 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 directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.


 Clerk of the Superior Court

DATED: 03/11/2016

Name of Defendant to Be Served: TRISTAR PRODUCTS, INC.

Address of Defendant to Be Served: 492 US HIGHWAY 46, FAIRFIELD, NJ 07004

LITE DEPALMA GREENBERG, LLC

Bruce D. Greenberg (NJ ID# 014951982)

Danielle Y. Alvarez (NJ ID# 034642011)

570 Broad Street, Suite 1201

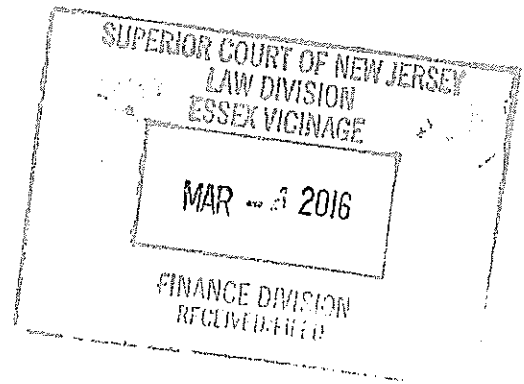
Newark, New Jersey 07102

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Fax: (973) 623-0858

Attorneys for Plaintiff and the Class

[Additional counsel on signature page]



SUSAN CELMINS, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

TRISTAR PRODUCTS, INC. and
DOES 1-10,

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: ESSEX COUNTY

: DOCKET NO.: L1575-16

: CLASS ACTION COMPLAINT AND
: DEMAND FOR JURY TRIAL

Susan Celmins, by her attorneys, on behalf of herself and all others similarly situated ("Plaintiff"), makes the following allegations and claims for her Class Action Complaint against Defendant Tristar Products, Inc. ("Tristar" or "Defendant") and Does 1 through 10. The following allegations are made upon information and belief, except as to allegations specifically pertaining to Plaintiff, which are made upon knowledge.

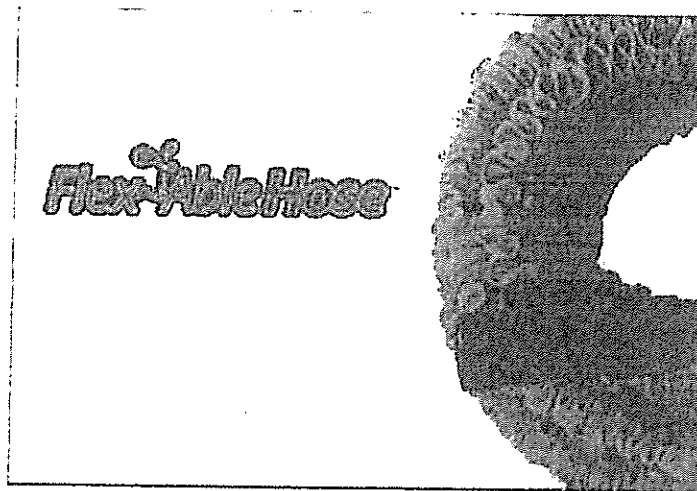
INTRODUCTION

1. This class action is brought pursuant to R. 4:32-1(b)(2) and/or R. 4:32-1(b)(3) of the New Jersey Court Rules. Plaintiff seeks injunctive relief and damages on her own behalf and on behalf of all other similarly situated consumers, who purchased Flex-Able hoses from Defendant (the "Class").

2. Tristar advertised its Flex-Able hoses as being expandable, lightweight garden hoses that are tough, durable, and long-lasting. Tristar further advertised its Flex-Able hoses as

being able to both expand and contract without “kinking,” as experienced with other garden hoses.

3. As compared to a more traditional garden hose, which is typically made of rubber, Defendant’s Flex-Able hoses are constructed with a thin cloth layer exterior and a thin plastic internal tube interior. According to Defendant, this allows the Flex-Able hose to contract when there is no water in the hose, providing for easier storage.



4. Tristar’s marketing and packaging states that the Flex-Able hoses are tough, durable, and long-lasting. Contrary to Tristar’s representations, however, its Flex-Able Hoses are defective and predisposed to leaking, bursting, seeping, and dripping due to no fault of the consumer.

5. Defendant knew, or should have known, that its Flex-Able hose was defective and not fit for its ordinary and intended purpose as a garden hose. Defendant, however, misrepresented and knowingly concealed this material fact from Plaintiff and members of the Class at the time they purchased their Flex-Able hoses.

6. Despite Defendant’s misrepresentations about the qualities of the Flex-Able hose, and its knowing concealment of the defect and the numerous internet complaints regarding the

Flex-Able hose, Defendant continues to market and sell its Flex-Able hoses to consumers, causing millions of dollars of damages as it does so.

PARTIES

7. Plaintiff is a citizen of the state of North Carolina and currently resides in Lenoir, North Carolina. On or about April 12, 2015, Plaintiff purchased two of Defendant's 50-foot Flex-Able hoses for \$34.88 each at a Walmart located in Lenoir, North Carolina. Plaintiff made the decision to purchase Defendant's Flex-Able hoses based on Defendant's representations on the Flex-Able hoses' packaging, among other representations by Defendant, that they would be tough, durable, and last a long time before needing replacement. Within two months, both of Plaintiff's Flex-Able hoses failed. As a result, Plaintiffs' Flex-Able hoses are no longer suitable for use as intended and advertised.

8. Defendant maintains offices at 492 US Highway 46, Fairfield, New Jersey 07004 in Essex County. Defendant's corporate headquarters is located at 2620 Westview Drive, Reading, Pennsylvania 19610. Defendant advertises, distributes, markets and sells its Flex-Able hoses to consumers throughout New Jersey and elsewhere.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action.

10. This Court has personal jurisdiction over Defendant because Defendant has, at all times relevant to this action, maintained offices in this County and has, individually or through its agents, subsidiaries, officers and/or representatives, operated, conducted, engaged in and carried on a business venture in this State, and advertised and sold products in this State.

11. Venue is proper in this County because Defendant has offices in this County and conducts substantial business here, including conduct directed at members of the Class.

12. Defendant has continued to act and/or refused to act on grounds generally

applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

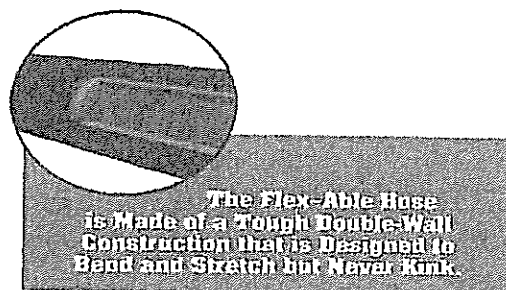
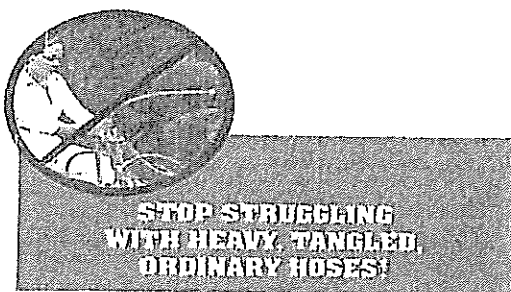
FACTUAL BACKGROUND

13. Tristar designed, marketed, distributed, and sold its Flex-Able hoses through the internet and through various retail outlets, including Sam's Club and Target. Upon information and belief, Tristar has sold millions of dollars' worth of the Flex-Able hoses.

14. Unbeknownst to consumers, Tristar's Flex-Able hoses contain a design or manufacturing defect that causes leaking, bursting, seeping, and dripping. Tristar not only had knowledge of the design and/or manufacturing defect, but actively concealed the defective nature of the Flex-Able hoses from Plaintiff and the Class and misrepresented the qualities of the Flex-Able hoses.

15. Tristar marketed its Flex-Able Hoses as tough, durable, and long-lasting gardening hoses. Specifically, Tristar made the following statements in the Flex-Able hoses' advertisements:

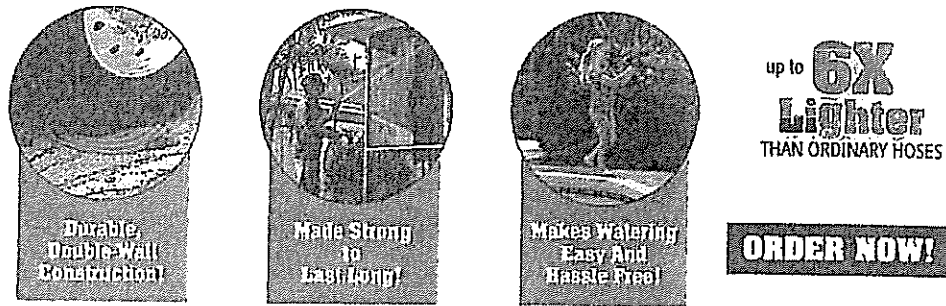
- "The Flex-Able hose is made of a tough double-wall construction that is designed to bend and stretch but never kink."¹



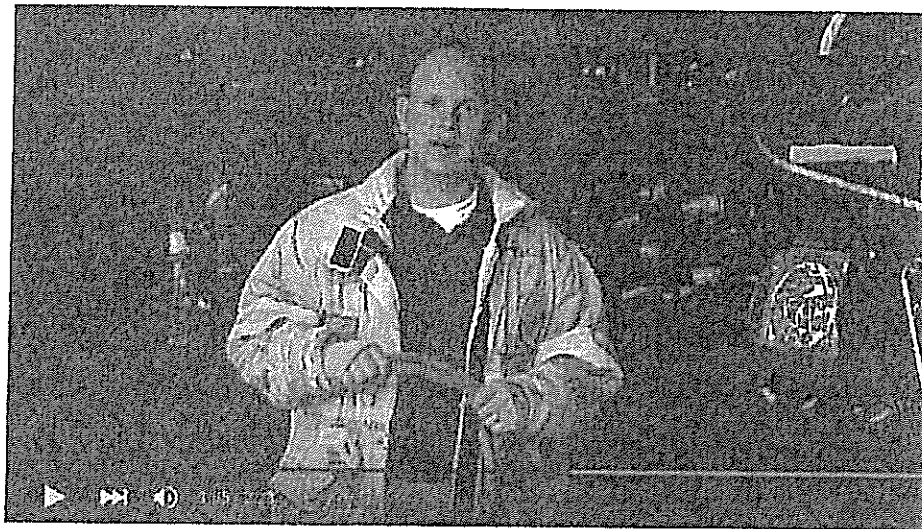
- "Stop struggling with heavy hoses that are kinked and deliver little or no water, or worse, break."²

¹ See <http://www.flexablehose.com/> (last visited March 4, 2016); <https://www.youtube.com/watch?v=hCYpYy2Mefg> (last visited March 4, 2016).

- “The Flex-Able hose ... is guaranteed to take the mess out of watering your lawn and plants.”³



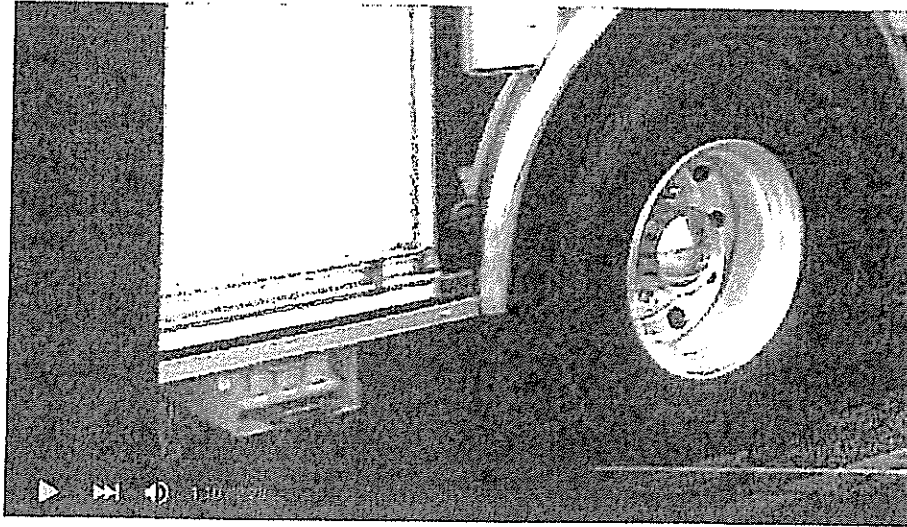
- “Flex-Able hose is designed like a fire hose for speed, storage and strength, to last a really long time.”⁴ In this video advertisement, a fire truck is displayed driving over the top of the Flex-Able hose.



² See <https://www.youtube.com/watch?v=hCYpYy2Mefg> (last visited March 4, 2016). At around five seconds into the video, in conjunction with the above statement, a man is seen handling a hose with a large leak.

³ See *id.*

⁴ See *id.*



16. Plaintiff viewed the above marketing materials and statements prior to purchasing her Flex-Able hoses and believed Tristar's representations regarding the durability, toughness, and longevity of the Flex-Able hoses to be true.

17. Contrary to Tristar's representations, the Flex-Able hoses are not durable, are not tough, and do not last a long time.

18. Tristar's Flex-Able hose is not fit for its ordinary and intended purpose of a gardening hose as it is prone to leaking, bursting, seeping, and dripping.

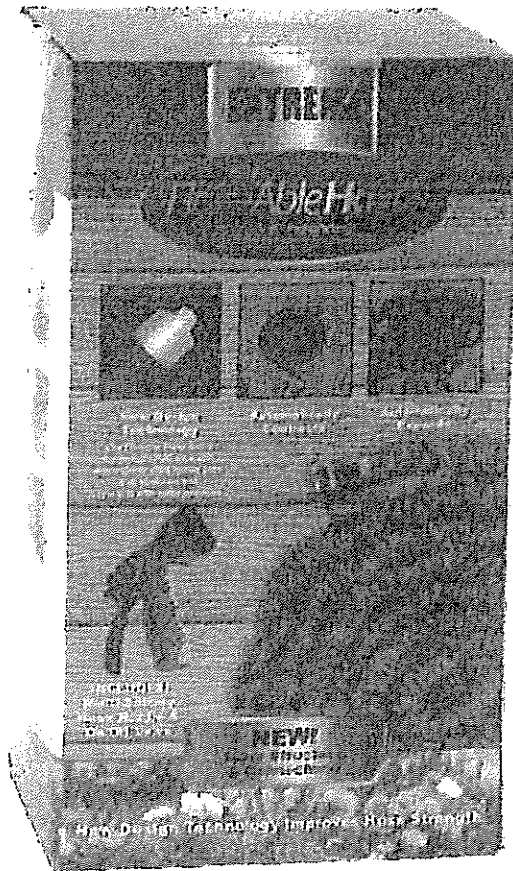
19. Upon information and belief, thousands of purchasers of the Flex-Able hose have experienced leaking, bursting, seeping, and dripping. Indeed, the internet is replete with examples of blogs and other websites where consumers have complained of the exact same defects as Plaintiff (any typographical errors are attributable to the author of the review):

- Horrible product!! I bought two of them and both broke within three months from very moderate usage. Was leaking all over the place after two months, then became so useless after three. Water squirting out of all sides of the hose, except the front opening. It was like taking a shower every time I tried to use it. DO NOT

BUY! I'm not even sure how they are still able to sell this piece of junk given all the complaints I'm seeing here.⁵

- This hose got multiple leaks after only a couple of months with very limited use. Don't waste your money. If I could give it less than one star, I'd do so.⁶

20. The Flex-Able Hose Extreme is advertised as featuring “new inner structures and connectors with new stronger design technology and metal connectors.”

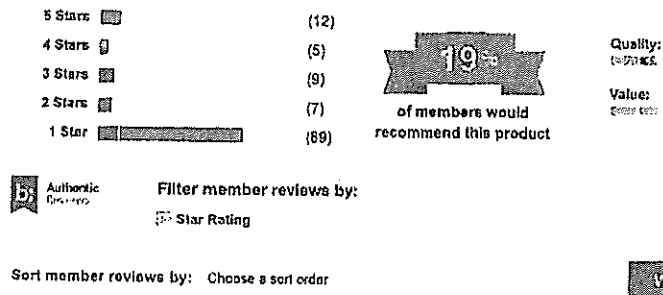


⁵ See http://www.amazon.com/Flex-Able-Garden-Hose-As-Seen/product-reviews/B00B5Z5DA6/ref=cm_cr_pr_viewopt_srt?ie=UTF8&filterByStar=one_star&showViewpoints=0&sortBy=recent&pageNumber=1 (last visited March 4, 2016) (posted Oct. 29, 2015).

⁶ See *id.* (posted Oct. 18, 2015).

21. The Flex-Able Hose Extreme has fared no better. Consumers overwhelmingly give it low ratings and bad reviews.⁷

Member reviews & questions



- I bought this hose once and it had a leak within about 2 weeks of owning it. I exchanged it for another hose and within about 2 months the same thing happened. Not worth my time or the aggravation.⁸
- Bought this in the fall but only used it twice and now there are two bad leaks along the hose. I thought it looked much better with the brass fittings but this is the only improvement they made.⁹
- Just bought this a couple of weeks ago, we probably used it three times at most and it's leaking, has a hole already. Total waste of money.¹⁰

22. Defendant was, and still is, under a continuing duty to disclose the defective nature of its Flex-Able hoses to consumers. Tristar has knowingly concealed the existence and nature of the defect in its Flex-Able hoses from Plaintiff and the Class.

23. Defendant has caused and is continuing to cause Plaintiff, as well as members of the Class, to pay money to repair or replace Defendant's defective Flex-Able hoses.

24. As a direct and proximate result of the actions of Tristar, Plaintiff and members of the Class suffered actual damages and/or economic losses.

⁷ See <http://www.samsclub.com/sams/flexible-hose-75-ft/prod16470653.jp> (last visited March 2, 2016).

⁸ See *id.* (posted Jan. 10, 2016).

⁹ See *id.* (posted May 24, 2015).

¹⁰ See *id.* (posted June 9, 2015).

CLASS ACTION ALLEGATIONS

25. Plaintiff and the members of the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

26. This class action is brought pursuant to R. 4:32-1(b)(2) and/or R. 4:32-1(b)(3). Excluded from the Class are Defendant, any person, firm, trust, corporation, or other entity related to or affiliated with Defendant including, without limitation, persons who are directors of Defendant, any judicial officer who handles this case, and their immediate families.

27. Class Definition – Plaintiff sues on her own behalf and on behalf of a Class defined as:

All persons in the United States who purchased a Tristar Flex-Able hose (the “Nationwide Class” or “Class”).

28. In the alternative to the Nationwide Class, Plaintiff seeks to represent the following state class:

All persons in North Carolina who purchased a Tristar Flex-Able hose (the “North Carolina Class”).

29. Numerosity – R. 4:32-1(a)(1): The Class consists of numerous consumers, making individual joinder impractical, in satisfaction of R. 4:32-1(a)(1). Plaintiff does not know the exact size or identities of the proposed Class, since such information is in the exclusive control of Defendant and third parties. Plaintiff, however, believes that the Class encompasses no fewer than thousands of consumers who are geographically dispersed. The disposition of the claims of the members of the Class in a single class action will provide substantial benefits to all parties and the Court.

30. Common Questions of Law and Fact – R. 4:32-1(a)(2): All members of the Class have been subject to and affected by the same practices and policies and common thread of misconduct resulting in injury to Plaintiff and all members of the Class as described herein.

There are numerous questions of law and fact that are common to the Class, and that predominate over any questions affecting only individual members of the Class. These questions include, but are not limited to, the following:

- i. whether Defendant's Flex-Able hoses are defective;
- ii. whether Defendant knew its Flex-Able hoses are defective;
- iii. whether Defendant intentionally or knowingly concealed or failed to disclose to Plaintiff and the Class the inherent nature of the defect in its Flex-Able hoses;
- iv. whether Defendant had a duty to Plaintiff and the Class to disclose the inherent defect in its Flex-Able hoses, and whether Defendant breached that duty;
- v. whether a reasonable consumer would consider the defective nature of the Flex-Able hoses to be material in deciding to purchase the Flex-Able hoses;
- vi. the appropriate nature of class-wide equitable relief; and
- vii. the appropriate measurement of restitution and/or measure of damages to award to Plaintiff and members of the Class.

These and other questions of law or fact which are common to the members of the Class predominate over any questions affecting only individual members of the Class.

31. Typicality – R. 4:32-1(a)(3): The claims of the named Plaintiff are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that Plaintiff and the other members of the Class are subject to Defendant's same wrongful practices. Plaintiff purchased a Flex-Able hose that was designed, manufactured, and marketed

by Defendant as being tough, durable, and long-lasting, as did each member of the Class.

Furthermore, Plaintiff and all members of the Class sustained monetary and economic injuries arising out of Defendant's wrongful conduct. Plaintiff is advancing the same claims and legal theories on behalf of herself and all absent class members.

32. Adequacy – R. 4:32-1(a)(4): Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff is committed to the vigorous prosecution of the Class' claims and has retained competent and experienced attorneys who are qualified to pursue this litigation and have significant experience in Class actions. Further, Plaintiff's interests are aligned with those of the Class and it is unlikely that there will be a divergence of viewpoint.

33. Predominance – R. 4:32-1(b)(3): The common questions of law and fact relating to the claims of the class representative, Plaintiff, and the claims of each Class member predominate over any question of law or fact affecting only individual members of the Class. The Class members will be identified through discovery from Defendant and third parties, and will be notified and given an opportunity to opt out of the Class in the event he/she/it has no interest in being represented by this action, or if for any reason, he/she/it prefers to be excluded from the Class. The judgment will not be binding on those members who opt out of the Class. Consequently, any potential Class members who have an interest in prosecuting separate claims and controlling their own litigation against Defendant will not be prejudiced by this action.

34. Manageability – R. 4:32-1(b)(3): There are no unusual difficulties likely to be encountered in the management of this action as a class action that could not be managed by this Court: (a) The advantages of maintaining the action as a class action far outweigh the expense and waste of judicial effort that would result in hundreds or thousands of separate adjudications of these issues for each Class member; and (b) Class treatment further ensures uniformity and

consistency in results.

35. Superiority – R. 4:32-1(b)(3): A Class action is superior to other available methods for the fair and efficient adjudication of the controversies herein in that:

- i. Individual claims by the Class members are impractical as the costs of pursuing individual claims against Defendant far exceed what any one individual Plaintiff or Class member has at stake;
- ii. As a result, individual members of the Class have no interest in prosecuting and controlling separate actions;
- iii. It is desirable to concentrate litigation of the claims herein in this forum since Defendant has offices in this County; and
- iv. The proposed Class action is manageable.

36. Further, the prosecution of separate actions by individual members of the Class would create a risk of adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of other members of the Class who are not parties to the action, or could substantially impair or impede their ability to protect their interests. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant in its marketing, advertising, and sale of the hoses. Such incompatible standards and inconsistent or varying adjudications, on what would necessarily be the same essential facts, proof and legal theories, would also create and allow to exist inconsistent and incompatible rights within the Class.

37. A class action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, 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 otherwise afford to seek legal redress for the wrongs complained of herein. If a Class action is not permitted, Class members will continue to suffer losses and Defendant's misconduct will continue without proper remedy.

38. Defendant has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

39. In the absence of a class action, Defendant would be unjustly enriched because it would be able to retain the benefits and fruits of its wrongful conduct.

40. Application of New Jersey law to the Nationwide Class is appropriate because Defendant's principal place of business is located in New Jersey and Defendant's deceptive marketing scheme was designed in and emanated from New Jersey

VIOLATIONS ALLEGED

COUNT I

VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT ("NJCFA") (On Behalf of the Nationwide Class)

41. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

42. The NJCFA was enacted to protect citizens from deceptive, fraudulent, and misleading commercial practices and makes such practices unlawful.

43. Under Supreme Court of New Jersey caselaw, the NJCFA is to be construed liberally in favor of consumers.

44. The aforementioned unlawful, false, deceptive, and misleading statements by Defendant constitute a violation of N.J.S.A. 56:8-2 because they are affirmative misrepresentations regarding the strength, durability, and longevity of its Flex-Able hoses.

45. The aforementioned unlawful, false, deceptive, and misleading statements by Defendant constitute a violation of N.J.S.A. 56:8-2 because Defendant knowingly omitted and concealed material facts regarding the strength, durability, and longevity of the Flex-Able hose and Defendant knew that others would rely on such omissions and concealments.

46. The aforementioned unlawful, false, deceptive, and misleading statements by Defendant constitute a violation of N.J.S.A. 56:8-2.2 because Defendant advertised its Flex-Able hoses as part of a plan or scheme not to sell a tough, durable, and long-lasting hose, contrary to its advertisements and marketing materials.

47. As a result of Defendant's conduct, Plaintiff and Class Members have suffered an ascertainable loss in the form of direct monetary losses.

48. A causal relationship exists between Defendant's unlawful, false, deceptive, and misleading conduct and the Plaintiff's and the putative Class' injuries, including, but not limited to, the amount of money spent on purchasing Defendant's Flex-Able hoses. Had Defendant not engaged in the aforementioned deceptive conduct, Plaintiff and the putative Class would not have purchased Defendant's Flex-Able hoses, or would have paid less for them.

COUNT II
**VIOLATIONS OF THE NORTH CAROLINA UNFAIR
AND DECEPTIVE TRADE PRACTICES ACT**
(N.C. GEN. STAT. §§ 75-1.1, *ET SEQ.*)

49. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

50. Plaintiff brings this Count on behalf of the North Carolina Class.

51. North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* ("NCUDTPA"), prohibits a person from engaging in "[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting

commerce[.]” The NCUDTPA provides a private right of action for any person injured “by reason of any act or thing done by any other person, firm or corporation in violation of” the NCUDTPA. N.C. Gen. Stat. § 75-16.

52. Defendant’s acts and practices complained of herein were performed in the course of Defendant’s trade or business and thus occurred in or affected “commerce,” as defined in N.C. Gen. Stat. § 75-1.1(b).

53. In the course of Defendant’s business, it willfully failed to disclose and actively concealed that the Flex-Able hoses are defective, as described above. Accordingly, Defendant engaged in unlawful trade practices, including representing that the Flex-Able hoses have characteristics, uses, benefits, and qualities which they do not have; representing that Flex-Able hoses are of a particular standard and quality when they are not; advertising Flex-Able hoses with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

54. Defendant’s conduct proximately caused injuries to Plaintiff and the other Class members.

55. Defendant acted with willful and conscious disregard of the rights and safety of others, subjecting Plaintiff and the other Class members to cruel and unjust hardship as a result, such that an award of punitive damages is appropriate.

56. Plaintiff and the other Class members were injured as a result of Defendant’s conduct in that Plaintiff and the other Class members overpaid for their Flex-Able hoses and did not receive the benefit of their bargain. These injuries are the direct and natural consequence of Defendant’s misrepresentations and omissions.

57. Plaintiff, individually and on behalf of the other Class members, seeks treble damages pursuant to N.C. Gen. Stat. § 75-16, and an award of attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1.

COUNT III
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class or, Alternatively, the North Carolina Class)

58. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

59. At all times mentioned herein, Defendant manufactured and sold the Flex-Able hoses, and prior to the time it was purchased by Plaintiff and the putative Class, Defendant impliedly warranted to Plaintiff, that the Flex-Able hoses were of merchantable quality and fit for the use for which they were intended.

60. The Flex-Able hoses were unfit for their intended use and were not of merchantable quality, as warranted by Defendant, but instead and contained a manufacturing or design defect. Specifically, the Flex-Able hose suffers from a design and/or manufacturing defect because it is prone to leaking, bursting, seeping, and dripping.

61. As a direct and proximate result of the breach of the warranty, Plaintiff and the members of the Class suffered and will continue to suffer losses as alleged herein.

COUNT IV
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING
(On Behalf of the Nationwide Class or, Alternatively, the North Carolina Class)

62. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

63. Every contract in New Jersey contains an implied covenant of good faith and fair dealing. The implied covenant of good faith and fair dealing is an independent duty and may be breached even if there is no breach of a contract's express terms.

64. Defendants breached the covenant of good faith and fair dealing by, *inter alia*, failing to properly notify and adequately disclose to Plaintiff and Class members that its Flex-Able hoses were defectively designed and/or manufactured and that they were not fit for their ordinary and intended uses.

65. Defendants acted in bad faith and/or with a malicious motive to deny the Plaintiff and Class members the benefit of the bargain originally intended by the parties, thereby causing them monetary injury.

COUNT V
UNJUST ENRICHMENT
(On Behalf of the Nationwide Class or, Alternatively, the North Carolina Class)

66. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

67. Plaintiff brings this cause of action on behalf of themselves and on behalf of the members of the Class against all Defendants. This claim is plead in the alternative to Plaintiff's contract claims, pursuant to R. 4:5-6.

68. Plaintiff and Class members conferred a tangible economic benefit upon Defendants by purchasing Flex-Able hoses. Plaintiff and Class members would not have purchased their Flex-Able hoses, or would have paid less for them, had they known that they suffered from a design and/or manufacturing defect and that they were not fit for their ordinary and intended purpose.

69. Failing to require Defendants to provide remuneration under these circumstances would result in Defendants being unjustly enriched at the expense of Plaintiff and the Class members.

70. Defendants' retention of the benefit conferred upon them by Plaintiff and members of the Class would be unjust and inequitable.

COUNT VI
FRAUD

(On Behalf of the Nationwide Class or, Alternatively, the North Carolina Class)

71. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

72. Defendant made material misrepresentations and omissions concerning a presently existing or past fact. For example, Defendant misrepresented the qualities of its Flex-Able hoses as tough, durable, and long-lasting gardening hoses, and Defendant did not disclose to consumers the true defective nature of its Flex-Able hoses.

73. These misrepresentations and omissions were made by Defendant with knowledge and belief of their falsity, as well as with intention that Plaintiff and members of the Class rely on them.

74. Plaintiff and members of the Class reasonably relied on the Flex-Able hoses' packaging and Defendants' advertisements, among other representations by Defendant.

75. Plaintiff and members of the Class were fraudulently induced to purchase the defective Flex-Able hoses.

76. As a result, Plaintiff and members of the Class have suffered damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment as follows:

- (i) Declaring that this action is properly maintainable as a class action pursuant to R. 4:32, certifying Plaintiff as the Class representative, and designating Plaintiff's counsel (Lite DePalma Greenberg, LLC; McCune Wright, LLP; and The Malone Firm, LLC) as Class counsel;
- (ii) Awarding all actual, general, special, incidental, statutory, punitive, and consequential damages to which Plaintiff and Class members are entitled;
- (iii) Awarding Plaintiff and the Class damages, trebled under N.J.S.A. 56:8-19, and attorneys' fees for Defendant's violations of the NJCFA;
- (iv) Granting appropriate injunctive and/or declaratory relief as the Court may deem reasonable;
- (v) Awarding pre- and post-judgment interest;
- (vi) Awarding attorneys' fees, expenses, and costs; and
- (vii) Awarding such other and further relief as this Court may deem equitable and just.

Statement Pursuant to N.J.S.A. 56:8-20

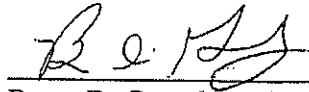
Pursuant to N.J.S.A. 56:8-20, Plaintiff shall provide notice of this lawsuit to the New Jersey Attorney General.

JURY DEMAND

Plaintiff demands trial by jury on all claims so triable as a matter of right.

Dated: March 4, 2016

LITE DEPALMA GREENBERG, LLC



Bruce D. Greenberg (NJ ID# 014951982)
Danielle Y. Alvarez (NJ ID# 034642011)
570 Broad Street, Suite 1201
Newark, New Jersey 07102
Telephone: (973) 623-3000
Facsimile: (973) 623-0858

MCCUNE WRIGHT, LLP

Joseph G. Sauder
Matthew D. Schelkopf
Joseph B. Kenney
1055 Westlakes Drive, Suite 300
Berwyn, Pennsylvania 19312
Telephone: (610) 200-0580

THE MALONE FIRM, LLC

Thomas B. Malone
1650 Arch Street, Suite 1903
Philadelphia, PA 19103
Telephone: (267) 670-0189

Attorneys for Plaintiff and the Class

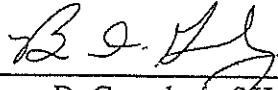
CERTIFICATION PURSUANT TO R. 4:5-1(b)

Plaintiff, by her attorneys, hereby certifies that to the best of her knowledge, the matter in controversy is not the subject of any other pending or contemplated judicial or arbitration proceeding. Plaintiff is not currently aware of any other party who should be joined in this action.

I hereby 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 4, 2016

LITE DEPALMA GREENBERG, LLC



Bruce D. Greenberg (NJ ID# 014951982)
570 Broad Street, Suite 1201
Newark, New Jersey 07102
Telephone: (973) 623-3000
Facsimile: (973) 623-0858

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 693-5529
COURT HOURS 8:30 AM - 4:30 PM

DATE: MARCH 07, 2016
RE: CELMINS VS TRISTAR PRODUCTS INC
DOCKET: ESX L -001575 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 4.

DISCOVERY IS PRESUMPTIVELY 450 DAYS BUT MAY BE ENLARGED OR SHORTENED BY THE JUDGE AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE MANAGING JUDGE ASSIGNED IS: HON JAMES S. ROTHSCHILD JR

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (973) 776-9300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.


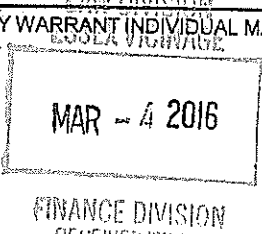
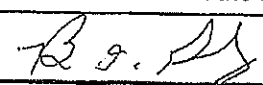
ATTENTION:

ATT: BRUCE D. GREENBERG
LITE DEPALMA GREENBERG
570 BROAD STREET
SUITE 1201
NEWARK NJ 07102

JUGJAC8

RECEIVED
APR 9 2016
LITE DEPALMA
GREENBERG, LLC

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 <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or 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 Bruce D. Greenberg, Esq.	TELEPHONE NUMBER (973) 623-3000	COUNTY OF VENUE Essex <input checked="" type="checkbox"/>		
	FIRM NAME (if applicable) Lite DePalma Greenberg, LLC		DOCKET NUMBER (when available) L1575-16		
OFFICE ADDRESS 570 Broad Street, Suite 1201 Newark, NJ 07102		DOCUMENT TYPE Complaint JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
NAME OF PARTY (e.g., John Doe, Plaintiff) Susan Celmins, on behalf of herself and all others similarly situated, Plaintiff		CAPTION Susan Celmins, on behalf of herself and all others similarly situated vs. Tristar Products, Inc. and Does 1-10			
CASE TYPE NUMBER (See reverse side for listing) 508	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	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:53 A-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					
					
<input checked="" type="checkbox"/> 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 <i>Rule 1:38-7(b)</i> .					
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 (coverage issues only)
- 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
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 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

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
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCLUTANE/ISOTRETINOIN | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 291 PELVIC MESH/GYNECARE |
| 278 ZOMETA/AREXIA | 292 PELVIC MESH/BARD |
| 279 GADOLINIUM | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 288 PRUDENTIAL TORT LITIGATION | 601 ASBESTOS |
| 289 REGLAN | 623 PROPECIA |

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



Putative Class Action



Title 59

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.)

I. (a) PLAINTIFFS

SUSAN CELMINS, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff North Carolina
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Bruce D. Greenberg,
LITE DEPALMA GREENBERG, LLC
570 Broad Street, Suite 1201, Newark, NJ 07102, (973) 623-3000**DEFENDANTS**

TRISTAR PRODUCTS, INC. and DOES 1-10

County of Residence of First Listed Defendant Essex County
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Liza M. Walsh, Connell Foley LLP
1085 Raymond Blvd., 19th Floor, Newark, NJ 07102
(973) 757-1100**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 Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input 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 & 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/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input 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"/> 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"/> 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 checked="" 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 <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	CIVIL RIGHTS <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 PRISONER PETITIONS 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 ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 1441, 1446 and 1453

Brief description of cause:

Claim for Injunctive Relief and Damages, for Consumer Fraud, Unfair and Deceptive Trade Products and Breach**VII. REQUESTED IN COMPLAINT:**☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

04/14/2016

SIGNATURE OF ATTORNEY OF RECORD

s/ Liza M. Walsh

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

Liza M. Walsh
Christine I. Gannon
CONNELL FOLEY LLP
One Newark Center
1085 Raymond Blvd., 19th Floor
Newark, NJ 07102
Tel.: (973) 757-1100

Of Counsel

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VENABLE LLP
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*Attorneys for Defendant
Tristar Products, Inc.*

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

SUSAN CELMINS, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

TRISTAR PRODUCTS, INC. and DOES 1-10,

Defendants.

Civil Action No. _____

CERTIFICATION OF SERVICE

I, Christine I. Gannon, hereby certify that true and correct copies of the Notice of Removal of Defendant Tristar Products, Inc. (“Tristar” or “Defendant”), Corporate Disclosure Statement, and Civil Cover Sheet were served via email and Lawyers Service on the 14th day of April, 2016, upon the following counsel of record:

Bruce D. Greenberg
Danielle Y. Alvarez
LITE DEPALMA GREENBERG, LLC
570 Broad Street, Suite 1201

Newark, NJ 07102

Joseph G. Sauder
Matthew D. Schelkopf
Joseph B. Kenny
MCCUNE WRIGHT, LLP
1055 Westlakes Drive, Suite 300
Berwyn, PA 19312

and via Lawyers Service upon:

Thomas B. Malone
THE MALONE FIRM, LLC
1650 Arch Street, Suite 1903
Philadelphia, PA 19103

Attorneys for Plaintiff and the Putative Class

I further certify that on this same date I caused these papers to be filed and served upon the Clerk of the United States District Court via electronic filing.

I further certify that on this same date, I caused an original and two copies of Defendant's Notice of Notice of Removal to be forwarded to the Superior Court of New Jersey, Law Division, Essex County via Lawyers Service.

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 14, 2016



Christine I. Gannon