UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VINCE MULLINS, On Behalf of Himself and All Others Similarly Situated, Plaintiff, v. DIRECT DIGITAL, LLC., a Delaware Limited Liability Company Defendant.	Case No.: **CLASS ACTION**

Plaintiff Vince Mullins ("Plaintiff"), by and through his attorneys, brings this action on behalf of himself and all other similarly situated consumers against Defendant Direct Digital, LLC ("Defendant" or "Direct Digital"), and alleges as follows:

NATURE OF ACTION

1. Defendant manufactures, markets, sells and distributes Instaflex Joint Support ("Instaflex" or the "Product"), a joint health dietary supplement. Through an extensive, widespread, comprehensive and uniform nationwide marketing campaign, Defendant claims that Instaflex is clinically tested and scientifically formulated to relieve joint discomfort, repair cartilage, improve flexibility and increase mobility. On each and every Instaflex product label and/or package, where it cannot be missed by consumers, Defendant prominently states that Instaflex is "scientifically formulated" and "clinically tested for maximum effectiveness" to "relieve discomfort", "improve flexibility", "increase mobility" and "support cartilage repair" (collectively referred to as "the joint health benefit representations").

2. No limitations accompany Defendant's joint health benefit representations, such that the takeaway is that Instaflex will provide these specific joint health benefits for all joints in the human body, for adults of all ages and for all manner and stages of joint related ailments.

3. Furthermore, the representations that Defendant makes on the Instaflex label

with respect to repairing cartilage, improving mobility and flexibility, and helping with joint discomfort are clearly directed at and, as a result, the majority of persons who purchase Instaflex are persons suffering from osteoarthritis. For example, the University of Chicago Medicine web site describes the symptoms of osteoarthritis as a breakdown of joint cartilage which in turn interferes with joint mobility and causes joint pain and stiffness[1] – these are almost verbatim the symptoms that Defendant represents that Instaflex will relieve. Thus, Defendant's representations, at a minimum, implicitly claim, using lay terminology, that Instaflex has a positive effect on the characteristic symptoms of arthritis.

4. In truth, Instaflex does not relieve joint discomfort, improve flexibility, increase mobility or support cartilage repair. Clinical cause and effect studies have found that the primary active ingredient in Instaflex, glucosamine, is ineffective, taken alone or in combination with the other ingredients in the Product, with regard to the purported joint health benefits represented on the Product's packaging and labeling. As a recent study sponsored by the National Institute of Health ("NIH") concluded: "The analysis of the primary outcome measure did not show that [glucosamine], alone or in combination, was efficacious. . . ." Clegg, D., et al., Glucosamine, Chondroitin Sulfate, and the Two in Combination for Painful Knee Osteoarthritis, 354 New England J. of Med. 795, 806 (2006) ("2006 GAIT Study"). While most of the clinical studies finding a lack of efficacy (using the same amounts of the ingredients as are in Defendant's Product) were performed on subjects with arthritis, some were performed on "healthy" subjects. Moreover, experts in the field deem the arthritis clinical studies finding the ingredients to be inefficacious to be proxies for whether the ingredients are effective for both arthritic and non-arthritic users of these ingredients. As a result, in addition to affirmatively misrepresenting the joint health benefits of Instaflex, the failure of Defendant to disclose the facts regarding these studies also constitutes deception by omission or concealment. Thus, Defendant's joint health benefit representations and omissions are false, misleading and reasonably likely to deceive the

[1] *See* http://www.uchospitals.edu/online-library/content=P00061.

public.

5. Despite the deceptive nature of Defendant's representations, Defendant conveys its uniform, deceptive message to consumers through a variety of media including its website and online promotional materials, and, most important, at the point of purchase, on the front of the Product's packaging and/or labeling where it cannot be missed by consumers. The only reason a consumer would purchase Instaflex is to obtain the advertised joint health benefits, which Instaflex does not provide.

6. As a result of Defendant's deceptive joint health benefit representations, consumers – including Plaintiff and members of the proposed Class – have purchased a Product that does not perform as advertised.

7. Plaintiff brings this action on behalf of himself and other similarly situated consumers who have purchased Instaflex to halt the dissemination of this false, misleading and deceptive advertising message, correct the false and misleading perception it has created in the minds of consumers, and obtain redress for those who have purchased Instaflex. Plaintiff alleges violations of the Illinois Consumer Fraud Act, 815 Ill. Comp. Stat. 502/1, et seq. and similar laws in other states.

JURISDICTION AND VENUE

8. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of $5,000,000 and is a class action in which there are in excess of 100 class members and some of the members of the Class are citizens of states different from Defendant.

9. This Court has personal jurisdiction over Defendant because Defendant is authorized to do and does business in Illinois. Defendant has marketed, promoted, distributed and sold Instaflex in Illinois and Defendant has sufficient minimum contacts with this State and/or sufficiently avails itself of the markets in this State through its promotion, sales, distribution and marketing within this State to render the exercise of jurisdiction by this Court permissible.

10. Venue is proper in this Court pursuant to 28 U.S.C. §§1391(a) and (b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred while he resided in this judicial district. Venue is also proper under 18 U.S.C. §1965(a) because Defendant transacts substantial business in this District.

PARTIES

11. Plaintiff Mullins resides in Libertyville, Illinois. In or around February 2013, Plaintiff was exposed to and saw Defendant's representations by reading the front, back and sides of the Instaflex box at a GNC in the Hawthrone Center Mall in Vernon Hills, Illinois. Based on the joint health benefit representations on the label, Plaintiff purchased Instaflex and paid approximately $69.99 for the bottle. At the time that he purchased Defendant's Product, Plaintiff was deceived in some manner by Defendant in that he believed (1) that Instaflex would provide him some or all of the benefits represented by Defendant on the packaging and (2) that it was proven to be and was effective for the representations made on the packaging – that the Product would help to relieve discomfort, improve flexibility, increase mobility and support cartilage repair. Had Plaintiff known the truth about Defendant's misrepresentations and omissions, including that the scientific evidence demonstrated that Instaflex was not effective as represented by Defendant, Plaintiff would not have purchased the Product. Plaintiff used the Product as directed and, consistent with the scientific evidence that the Product was not effective, the Product did not work. As a result, Plaintiff suffered injury in fact and lost money.

12. Defendant Direct Digital, LLC ("Direct Digital") is a limited liability company organized and existing under the laws of the state of Delaware and is headquartered in Charlotte, North Carolina. Direct Digital manufactures, promotes, markets, distributes and sells Instaflex to tens of thousands of consumers nationwide, including in Illinois.

FACTUAL ALLEGATIONS

The Instaflex Product

13. In October 2009, Direct Digital began selling its flagship product Instaflex, a "breakthrough joint comfort supplement" in the United States.

14. Instaflex is sold online and at a variety of third-party retailers including GNC, Rite-Aid and Vitamin World. The Product is available in a 90 count bottle retailing for approximately $69.99. The following is a screen shot of the Product:

15. Since the Product's launch, Defendant has consistently conveyed the message to consumers that Instaflex, with its "scientifically formulated" ingredients, has been "clinically tested for maximum effectiveness" to "relieve discomfort", "improve flexibility", "increase mobility" and "support cartilage repair" simply by taking the recommended number of tablets each day. It does not. Defendant's joint health benefit representations are false, misleading and deceptive.

16. The primary active ingredient in Instaflex is glucosamine sulfate. As more fully set forth below, the scientific evidence is that glucosamine, taken alone or in combination, does not provide the joint health benefits represented by Defendant.

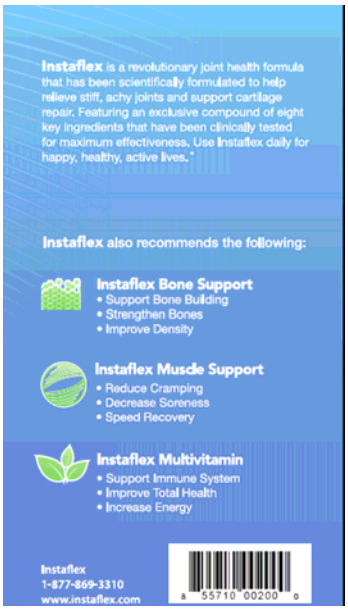
17. In addition to the primary active ingredient, Defendant's Instaflex product

contains lesser amounts of other ingredients, including: methylsulfonylmethane ("MSM"), hyaluronic acid, *Boswellia Serrata*, cayenne, turmeric root extract, ginger root concentrate and white willow bark. As more fully discussed below, these ingredients are also not effective in providing the joint health benefits represented by Defendant.

18. Even though numerous clinical studies have found that glucosamine, alone or in combination, is ineffective, Defendant continues to state on the Product's packaging and labeling that Instaflex is "scientifically formulated" and "clinically tested for maximum effectiveness" to, *inter alia*: "relieve discomfort", "improve flexibility", "increase mobility" and "support cartilage repair", without any limitation on which joints, on what states of joint related ailments, or any other limitations on consumer-specific characteristics such as age, overall health, etc. Front and back shots of a representative Instaflex box appear as follows:

FRONT

BACK



A copy of the Instaflex label is attached as Exhibit A.

19. Defendant's Product label also contains a fine print "disclaimer" at the bottom of

the side panel stating: "These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease." This disclaimer language is required by Federal law and FDA regulations where a dietary supplement manufacturer makes "structure or function" statements about its product. *See* 21 C.F.R. §101.93. Under applicable Federal Regulations, "structure and function" statements, which the disclaimer language accompanies, must be limited to a description of the role that a dietary ingredient is "intended to affect the structure or function in humans." 21 U.S.C. §343(r)(6).

Scientific Studies Confirm That Instaflex is Not Effective

20. Independent studies published, at least as early as 2004, have found that glucosamine, alone or in combination, is not effective in providing the represented joint health benefits.

21. For example, a 2004 study by McAlindon et al., entitled Effectiveness of Glucosamine For Symptoms of Knee Osteoarthritis: Results From an Internet-Based Randomized Double-Blind Controlled Trial, 117(9) Am. J. Med. 649 (Nov. 2004), concluded that glucosamine was no more effective than placebo in treating the symptoms of knee osteoarthritis – in short, it was ineffective.

22. Also as early as 2004, many studies confirmed there is a significant "placebo" effect with respect to consumption of products represented to be effective in providing joint health benefits such as Defendant's Product – 30% and more of persons who took placebos in these studies believed that they were experiencing joint health benefits when all they were taking was a placebo. In this regard, a 2004 study by Cibere et al., entitled Randomized, Double-Blind, Placebo-Controlled Glucosamine Discontinuation Trial In Knee Osteoarthritis, 51(5) Arthritis Care & Research 738-45 (Oct. 15, 2004), studied users of glucosamine who had claimed to have experienced at least moderate improvement after starting glucosamine. These patients were divided into two groups – one that continued using glucosamine and one that was given a placebo. For six months, the primary outcome observed was the proportion of disease flares

in the glucosamine and placebo groups. A secondary outcome was the time to disease flare. The study results reflected that there were no differences in either the primary or secondary outcomes for glucosamine and placebo. The authors concluded that the study provided no evidence of symptomatic benefit from continued use of glucosamine – in other words, any prior perceived benefits were due to the placebo effect and not glucosamine.

23. In the 2006 Gait Study, the study authors rigorously evaluated the effectiveness of glucosamine and chondroitin, alone and in combination, on osteoarthritis for six months. According to the study's authors, "The analysis of the primary outcome measure did not show that either supplement, alone or in combination, was efficacious. . ." 2006 GAIT Study at 806.[2] Subsequent GAIT studies in 2008 and 2010 reported that glucosamine and chondroitin did not rebuild cartilage[3] and were otherwise ineffective – even in patients with moderate to severe knee pain for which the 2006 reported results were inconclusive. *See* Sawitzke, A.D., et al., The Effect of Glucosamine and/or Chondroitin Sulfate on the Progression of Knee Osteoarthritis: A GAIT Report, 58(10) J. Arthritis Rheum. 3183–91 (Oct. 2008); Sawitzke, A.D., Clinical Efficacy And Safety Of Glucosamine, Chondroitin Sulphate, Their Combination, Celecoxib Or Placebo Taken To Treat Osteoarthritis Of The Knee: 2-Year Results From GAIT, 69(8) Ann Rhem. Dis. 1459-64 (Aug. 2010).

24. The GAIT studies are consistent with the reported results of prior and subsequent studies. For example, a study by Rozendaal et al., entitled Effect of Glucosamine Sulfate on Hip Osteoarthritis, 148 Ann. of Intern. Med. 268-77 (2008), assessing the effectiveness of glucosamine on the symptoms and structural progression of hip osteoarthritis during 2 years of treatment, concluded that glucosamine was no better than placebo in reducing symptoms and

[2] The 2006 Gait Study was funded by the National Center for Complementary & Alternative Medicine and the National Institute of Arthritis and Musculoskeletal and Skin Diseases, two components of NIH.

[3] To a similar effect a study by Kwok, et al., entitled The Joints On Glucosamine (JOG) Study: A Randomized, Double-Blind, Placebo-Controlled Trial To Assess The Structural Benefit Of Glucosamine In Knee Osteoarthritis Based On 3T MRI, 60 Arthritis Rheum 725 (2009), concluded that glucosamine was not effective in preventing the worsening of cartilage damage.

progression of hip osteoarthritis.

25. A 2010 meta-analysis by Wandel et al. entitled Effects of Glucosamine, Chondroitin, Or Placebo In Patients With Osteoarthritis Or Hip Or Knee: Network Meta-Analysis, BMJ 341:c4675 (2010), examined prior studies involving glucosamine and chondroitin, alone or in combination, and whether they relieved the symptoms or progression of arthritis of the knee or hip. The study authors reported that glucosamine and chondroitin, alone or in combination, did not reduce joint pain nor have an impact on the narrowing of joint space: "Our findings indicate that glucosamine, chondroitin, and their combination do not result in a relevant reduction of joint pain nor affect joint space narrowing compared with placebo." *Id.* at 8. The authors went as far to say, "We believe it unlikely that future trials will show a clinically relevant benefit of any of the evaluated preparations." *Id.*

26. On July 7, 2010, Wilkens et al., reported that there was no difference between placebo and glucosamine for the treatment of low back pain and lumbar osteoarthritis and that neither glucosamine nor placebo were effective in reducing pain related disability. The researchers also stated that, "Based on our results, it seems unwise to recommend glucosamine to all patients" with low back pain and lumbar osteoarthritis. Wilkens et al., Effect of Glucosamine on Pain-Related Disability in Patients With Chronic Low Back Pain and Degenerative Lumbar Osteoarthritis, 304(1) JAMA 45-52 (July 7, 2010).

27. In 2011, Miller and Clegg, after surveying the clinical study history of glucosamine and chondroitin reported that, "The cost-effectiveness of these dietary supplements alone or in combination in the treatment of OA has not been demonstrated in North America." Miller, K. and Clegg, D., Glucosamine and Chondroitin Sulfate, Rheum. Dis. Clin. N. Am. 37 (2011) 103-118.

28. Scientific studies also confirm that the other ingredients in Instaflex are ineffective. *See, e.g.*, S. Brien, *et. al.*, Systematic Review of the Nutritional Supplements (DMSO) and methylsulfonylmethane (MSM) in the treatment of osteoarthritis (Apr. 17, 2008) (concluding that there is no "definitive evidence that MSM is superior to placebo in the

treatment of mild to moderate OA of the knee").

35. While hyaluronic acid has been proven to be effective when directly injected into joints, due to its high molecular weight, when taken orally, it cannot be absorbed into the human bloodstream let alone beneficially affect joints.

36. *Boswellia Serrata* – Indian Frankincense – is essentially a witch doctor potion and is not effective in providing any joint health benefits.

The Impact of Defendant's Wrongful Conduct

29. Despite clinical studies that show the ingredients in Instaflex are ineffective, Defendant conveyed and continues to convey one uniform message: Instaflex is clinically tested to "relieve discomfort", "improve flexibility", "increase mobility" and "support cartilage repair".

30. As the manufacturer and/or distributor of Instaflex, Defendant possesses specialized knowledge regarding the content and effects of the ingredients contained in its Product and is in a superior position to learn of the effects – and has learned of the effects, or lack thereof, – its Product has on consumers.

31. Specifically, at least as early as 2009 when it began selling Instaflex, Defendant knew, but failed to disclose, that Instaflex does not provide the joint health benefits represented and that well-conducted, clinical studies have found the ingredients in Instaflex to be ineffective in providing the joint health benefits represented by Defendant.

32. Plaintiff and Class members have been and will continue to be deceived or misled by Defendant's deceptive joint health benefit representations. Plaintiff purchased and consumed Instaflex during the Class period and in doing so, read and considered the Product's label and based his decision to purchase the Product on the joint health benefit representations on the Product packaging. Defendant's joint health benefit representations and omissions were a material factor in influencing Plaintiff's decision to purchase and consume the Product.

33. The only purpose behind purchasing Instaflex is to obtain some or all of the represented joint health benefits. There is no other reason for Plaintiff and the Class to have purchased the Product as the Product is not represented to provide any benefits and Plaintiff and the Class would not have purchased the Product had they known Defendant's joint health benefit statements were false and misleading and that clinical cause and effect studies have found the ingredients to be ineffective for the represented joint health benefits.

34. As a result, Plaintiff and the Class members have been injured in fact in their purchases of Instaflex in that they were deceived into purchasing a Product that does not perform as advertised.

35. Defendant, by contrast, reaped enormous profit from its false marketing and sale of Instaflex.

CLASS ALLEGATIONS

36. Plaintiff brings this action on behalf of himself and all other similarly situated consumers pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure and seeks certification of the following Class against Defendant for violations of Illinois state law and/or similar laws in other states:

> **Multi-State Class**
> All consumers in Illinois and states with similar laws,[4] who purchased Instaflex, within the applicable statute of limitations of

[4] While discovery may alter the following, Plaintiff preliminarily avers that the other states with similar consumer fraud laws under the facts of this case include, but are not limited to: Arkansas (Ark. Code § 4-88-101, et seq.); Colorado (Colo. Rev. Stat. § 6-1-101, et seq.); Connecticut (Conn. Gen. Stat. § 42-110, et seq.); Delaware (Del. Code tit. 6, § 2511, et seq.); District of Columbia (D.C. Code § 28-3901, et seq.); Florida (Fla. Stat. § 501.201, et seq.); Hawaii (Haw. Rev. *Stat*. § 480-1, et seq.); Idaho (Idaho Code § 48-601, et seq.); Illinois (815 ICLS § 505/1, et seq.); Maine (Me. Rev. Stat. tit. 5 § 205-A, et seq.); Massachusetts (Mass. Gen. Laws Ch. 93A, et seq.); Michigan (Mich. Comp. Laws § 445.901, et seq.); Minnesota (Minn. Stat. § 325F.67, et seq.); Missouri (Mo. Rev. Stat. § 407.010, et seq.); Montana (Mo. Code. § 30-14-101, et seq.); Nebraska (Neb. Rev. Stat. § 59 1601, et seq.); Nevada (Nev. Rev. Stat. § 598.0915, et seq,); New Hampshire (N.H. Rev. Stat. § 358-A:1, et seq.); New Jersey (N.J. Stat. § 56:8-1, et seq.); New Mexico (N.M. Stat. § 57-12-1, et seq.); New York (N.Y. Gen. Bus. Law § 349,et seq.); North Dakota (N.D. Cent. Code § 51-15-01, et seq.); Oklahoma (Okla. Stat. tit. 15, § 751, et seq.); Oregon (Or. Rev. Stat. § 646.605, et seq.); Rhode Island (R.I. Gen. Laws § 6-13.1-1, et seq.);

> the respective Class States, for personal use until the date notice is disseminated.
>
> Excluded from this Class are Defendant, its parents, subsidiaries, affiliates, officers and directors, and those who purchased Instaflex for the purpose of resale.

37. In the alternative, Plaintiff brings this action on behalf of himself and all other similarly situated Illinois consumers pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure and seeks certification of the following Class:

> **Illinois-Only Class**
> All Illinois residents who purchased Instaflex, within the applicable statute of limitations, for personal use until the date notice is disseminated.
>
> Excluded from the Class are Defendant, its parents, subsidiaries, affiliates, officers and directors, and those who purchased Instaflex for the purpose of resale.

38. Members of the Class are so numerous and geographically dispersed that joinder of all Class members is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class contains many thousands of members. The precise number of Class members is unknown to Plaintiff.

39. Common questions of law and fact exist as to all members of the Class and predominate over questions affecting only individual Class members. The common legal and factual questions include, but are not limited to, the following:

- whether the claims discussed above are true, or are misleading, or objectively reasonably likely to deceive;
- Whether Plaintiff and the Class members were deceived by Defendant's representations;
- whether the alleged conduct constitutes violations of the laws asserted;

South Dakota (S.D. Code Laws § 37-24-1, et seq.); Texas (Tex. Bus. & Com. Code § 17.41, et seq.); Virginia (VA Code § 59.1-196, et seq.); Vermont (Vt. Stat. tit. 9, § 2451, et seq.); Washington (Wash. Rev. Code § 19.86.010, et seq.); West Virginia (W. Va. Code § 46A-6- 101, et seq.); and Wisconsin (Wis. Stat. § 100.18, et seq.) (collectively, the "Class States").

- whether Plaintiff and Class members have been injured and the proper measure of their losses as a result of those injuries; and
- whether Plaintiff and Class members are entitled to other appropriate remedies, including injunctive, declaratory or other equitable relief.

40. Plaintiff's claims are typical of the claims of the members of the Class because, *inter alia*, all Class members were injured through the uniform misconduct described above, including being subject to Defendant's deceptive joint health benefit representations, which accompanied each and every box of Instaflex. Plaintiff is advancing the same claims and legal theories on behalf of himself and all members of the Class.

41. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in both consumer protection and class litigation.

42. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for proposed Class members to prosecute their claims individually. It would thus be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs done to them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances here.

43. The Class also may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

44. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the entire Class, on grounds generally applicable to the entire Class, to enjoin and prevent Defendant from engaging in the acts described, and requiring Defendant to provide full restitution to Plaintiff and Class members.

45. Unless a Class is certified, Defendant will retain monies received as a result of its conduct that were taken from Plaintiff and Class members. Unless a Class-wide injunction is issued, Defendant will continue to commit the violations alleged, and the members of the Class and the general public will continue to be misled.

COUNT I
Violation of Illinois Consumer Fraud Act

46. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

47. In Illinois, the "Consumer Fraud and Deceptive Business Practices Act" 815 Ill. Comp. Stat. 502/1, *et seq*. ("the Act"), like the consumer fraud acts of numerous other states across the nation, prohibits deceptive acts and practices in the sale of such products as Defendant's Instaflex.

48. Plaintiff and the Class were injured by Defendant's deceptive misrepresentations, concealments and omissions and these misrepresentations, concealments and omissions were material and deceived Plaintiff and the Class.

49. Defendant does business in Illinois, sells and distributes Instaflex in Illinois, and engaged in deceptive acts and practices in connection with the sale of Instaflex in Illinois and elsewhere in the United States.

50. The Instaflex product purchased by Plaintiff and the Class was a "consumer item" as that term is defined under the Act.

51. Defendant misrepresented and deceptively concealed, suppressed and/or omitted the material information known to Defendant as set forth above concerning Instaflex, which has caused damage and injury to Plaintiff and the Class.

52. Defendant's deceptive acts occurred in a course of conduct involving trade and commerce in Illinois and throughout the United States.

53. Defendant's deceptive acts proximately caused actual injury and damage to Plaintiff and the Class.

54. Defendant intended Plaintiff and all Class members to rely on its deceptive acts.

55. The conduct of the Defendant constituted a consumer fraud under the Illinois Consumer Fraud Act and similar laws in other states.

WHEREFORE, Plaintiff and the Class pray as follows:

A. That the Court enter an order certifying this action as a class action – either as a multi-state class or, in the alternative, as an Illinois class;

B. That the Court enter an Order against Defendant awarding to Plaintiff and the Class compensatory/actual damages and such other monetary relief as the Court deems appropriate;

C. That the Court enter an order granting declaratory and injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein;

D. Attorneys' fees, expert fees and costs; and

E. Such other and further relief as the Court deems just and proper.

DATED: March 8, 2013

By: *s/ Stewart Weltman*

STEWART M. WELTMAN LLC
Stewart M. Weltman
53 W. Jackson Suite 364
Chicago, IL 6060
Telephone: 312-588-5033
(Of Counsel Levin Fishbein Sedran & Berman)

Of Counsel:

SIPRUT PC
Joseph Siprut
17 North State Street
Suite 1600
Chicago, IL 60602

Telephone: 312.236.0000

BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.
Elaine A. Ryan
Patricia N. Syverson
Lindsey M. Gomez Gray
2325 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
Telephone: 602-274-1100

Attorneys for Plaintiff

Supplement Facts

Serving Size: 3 Capsules
Servings Per Container: 30

Amount Per Serving		% DV
Glucosamine Sulfate	1,500 mg	*
MSM (methylsulfonylmethane)	500 mg	*
White Willow Bark Extract (standardized to 15% salicin)	250 mg	*
Ginger Root Extract 4:1	250 mg	*
Boswellia Serrata Extract (standardized to 65% boswellic acid)	125 mg	*
Turmeric Extract 25:1 (standardized to 95% curcuminoids)	50 mg	*
Cayenne 40M H.U.	50 mg	*
Hyaluronic Acid	4mg	*

* Daily Value (DV) Not Established

Other Ingredients: rice flour, Gelatin, vegetable magnesium stearate and silicon dioxide. CONTAINS: Crustacean Shellfish (Shrimp, Crab)

USAGE: As a dietary supplement, take 3 capsules daily with water. For best results, light exercise and sensible diet are recommended.

PRECAUTIONS: Use only as directed. Consult a health care practitioner before use if you are pregnant or nursing, allergic to aspirin, have a serious medical condition or use prescription medications. For adult use only.

Keep out of the reach of children.
Keep product at room temperature and humidity (59-86F, 40% RH).

* These statements have not been evaluated by the FDA. This product is not intended to diagnose, treat, cure or prevent any disease.

www.Instaflex.com

Joint Support

Instaflex
Joint Support

Relieve Discomfort
Improve Flexibility
Increase Mobility

Increases Mobility *

Dietary Supplement • 90 Capsules

MADE IN USA

Instaflex is a revolutionary joint health formula that has been scientifically formulated to help relieve stiff, achy joints and support cartilage repair. Featuring an exclusive compound of eight key ingredients that have been clinically tested for maximum effectiveness. Use Instaflex daily for happy, healthy, active lives.*

Instaflex also recommends the following:

Instaflex Bone Support
- Support Bone Building
- Strengthen Bones
- Improve Density

Instaflex Muscle Support
- Reduce Cramping
- Decrease Soreness
- Speed Recovery

Instaflex Multivitamin
- Support Immune System
- Improve Total Health
- Increase Energy

Instaflex
1-877-869-3310
www.instaflex.com

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