

HAROLD M. HOFFMAN, ESQ.

NJ ATTORNEY ID No.: 006531984

240 GRAND AVENUE

ENGLEWOOD, NJ 07631

(201) 410 - 8223

HOFFMAN.ESQ@VERIZON.NET

ATTORNEY FOR PLAINTIFF AND THE PUTATIVE CLASS

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

Plaintiff,

-against-

HAIM EINHORN, NIRIT EINHORN, ETTAI
EINHORN, DROR LEVY, and BODYWELL USA,
INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY - LAW DIVISION

DOCKET NO.: **BER-L-**_____-26

CIVIL ACTION

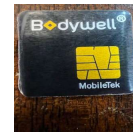
**COMPLAINT AND JURY
DEMAND IN PUTATIVE
CLASS ACTION**

OVERVIEW

1. By the instant complaint, Plaintiff brings claims on his own behalf and on behalf of those similarly situated (the “Class”), to redress nationwide marketing fraud deliberately and knowingly inflicted by Defendants on the United States consumer public through the advertisement, marketing, distribution and sale of a product called *Bodywell* cell phone chip, a one-inch by one-inch chip which is glued to the consumer’s cell phone and which claims, among other things, to reduce the brain’s radiation absorption by 80% (radiation purportedly generated by the consumer’s cell phone); reduces the onset of headaches, hand pain and eye strain; “massively” improves sleep

quality; improves mental clarity; reduces brain temperature by 50%; controls and maintains the pH level (acidity) of body cells; reduces stress and anxiety; and, reduces tiredness and lethargy. Defendants' claims are a deliberately fabricated swindle, hoax and lie. Plaintiff seeks both injunctive and legal relief to remediate Defendants' ongoing marketing fraud, as well as the financial injury they have inflicted on the U.S. consumer public.

2. The Bodywell product, as noted, is a small plastic square which is to be glued to the consumer's cell phone (hereinafter "Bodywell").



3. In offering Bodywell for sale to the consumer public, Defendants claim that simply attaching Bodywell to the consumer's cell phone will deliver the following benefits:

- 80% reduced radiation absorption by the brain (radiation purportedly generated by the cell phone);
- Immediate reduction of headaches; eye strain and hand pain;
- Massive improvement in sleep quality, reduction of lethargy and tiredness;
- Balanced acidity of bodily fluids;
- Improved mental clarity and, your brain won't "feel tired;"
- Reduced brain temperature, by 50%;

- controlled pH level of body cells;
- reduced stress and anxiety;
- improved calmness, focus and mental clarity.

4. Defendants' claims are a fabrication; indeed, an outright lie. Bodywell delivers nothing; no benefits at all.

5. Defendants' deliberate lies concerning the purported benefits delivered by Bodywell are concocted and knowingly employed by Defendants falsely to suggest to the U.S. consumer public that a Bodywell purchase can achieve positive/improved health results for consumer purchasers.

6. Defendants' deliberate lies as to the purported benefits of Bodywell are intended dangerously to dupe consumers suffering from various medical conditions into thinking that Bodywell delivers health improvement by simply attaching a piece of plastic to their cell phones. Defendants' advertising claims evidence a shocking disregard by Defendants for the health of consumer-purchasers of the Bodywell product.

7. Defendants are well aware that Bodywell delivers no benefit whatsoever. Nonetheless, the individual Defendants:

- Personally dominated, controlled and managed the marketing and sale of Bodywell, including all of the foregoing fabricated benefit claims;

- Personally managed, directed and controlled the scheme whereby Bodywell was falsely represented to deliver benefit to the health and well being of the consumer;

- Personally exercised total and complete operational control and decision-making power, including product origination and development, marketing, sales, and promotion of Bodywell; and,

- Personally managed and controlled the distribution and sale of the fraudulently represented Bodywell product.

8. Defendants' conscious and deliberate fabrication of Bodywell benefits puts the health of the U.S. consumer public at risk.

9. Defendants' fraudulent marketing and sale of Bodywell puts the U.S. consumer public at risk.

10. The foregoing conduct constitutes fraud in the inducement to purchase by resort to wholly false and misrepresented material facts.

11. Defendants' claims and promises with respect to, without limitation, the purported benefits of Bodywell were calculated and designed falsely to lead members of the class to believe that Bodywell is capable of delivering health benefits to the consumer.

12. Defendant's claims and promises as aforesaid, constitute material

misstatements of fact under the New Jersey *Consumer Fraud Act*. Defendant's conduct and practice stands "outside the norm of reasonable business practice." *See, Turf Lawnmower Repair, Inc. v. Bergen Record Corp.*, 139 N.J. 392, 416 (1995), *cert. denied*, 516 U.S. 1066 (1996). *See also, Van Holt v. Liberty Mut. Fire Ins. Co.*, 163 F.3d 161 (3d Cir. 1998) (lack of full disclosure and honesty constitutes an unconscionable practice under the New Jersey *Consumer Fraud Act*).

13. The putative class comprises all purchasers of Bodywell who purchased such product during the six year period preceding the filing of this suit.

14. At all times relevant, Plaintiff was an individual with a place of residence in the State of New Jersey, County of Bergen. Plaintiff was exposed to Defendants' advertising and marketing claims and promises with respect to Bodywell, and thereafter purchased the product in reliance upon Defendants' advertising, marketing claims and promises, in January of 2026, for a purchase price of \$99.99. Bodywell delivered no benefit whatever, nor is it capable of doing so.

15. At all times relevant, Defendant Bodywell USA, Inc., a Florida corporation, owned the U.S. Trademark on the Bodywell product and advertised, marketed, distributed and sold the bogus Bodywell product to the U.S. consumer public.

16. At all relevant times, Defendants Haim Einhorn, Nirit Einhorn, Ettai Einhorn

and Dror Levy were officers and controlling shareholders of Defendant Bodywell USA, Inc., as well as citizens of the State of Florida, with places of residence in Dade and Broward County Florida.

17. Defendants advertised, marketed, distributed and sold Bodywell in commerce throughout the United States.

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

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

20. For the six-year period preceding the filing of this action, Defendants, through retail and/or other distribution, including *online* distribution and sale, advertised, promoted, marketed, labeled, distributed, promoted and sold Bodywell, as a product capable of delivering the health benefits described above.

21. In fraudulently marketing and selling Bodywell to the U.S. consumer public as capable of delivered the health benefits specified above, Defendants violated the New Jersey *Consumer Fraud Act*.

22. Based on Defendant's illicit advertising and marketing efforts, including the foregoing fabricated claims concerning Bodywell health benefits, Defendants are believed to have sold substantial quantities of the Bodywell product to consumers in New Jersey and throughout the United States.

The Bodywell Product

23. According to Bodywell advertising, the product is capable of delivering remarkable health benefits, including but not limited to those specified above. In reality however, the Bodywell health benefit claims are a total fabrication as Bodywell is nothing but a one inch by one inch piece of plastic, with one sticky side to adhere to a cell phone.

24. As a result, Defendants are knowingly defrauding U.S. consumers.

25. Defendants' claims, promises and product labeling and advertising with respect to Bodywell were calculated and designed to lead Plaintiff and members of the putative class to believe that Bodywell had the capacity to deliver health benefits. Plaintiff and members of the putative class relied on Defendants' deceitful claims and purchased Bodywell based on said deceitful claims.

26. Members of the class, including Plaintiff, were deceived by Defendants' claims and misrepresentations concerning Bodywell's purported benefits and paid a purchase price for the product based on said false claims by Defendants.

27. Fraud in the inducement consists of: a misrepresentation of material fact; knowledge or belief by the defendant of its falsity; intent that the other party rely on the misrepresentation; and reasonable reliance thereon by the other party. *Nolan v. Lee Ho*, 120 N.J. 465, 472 (1990). By claiming that Bodywell is capable of delivering the health benefits itemized above, Defendants misrepresented material facts with knowledge of their falsity. Moreover, Defendants specifically intended that purchasers rely upon the aforesaid misrepresentations.

28. Defendant's misrepresentations and false claims regarding Bodywell were designed to and did lead class members to believe that Bodywell was capable of delivering health benefits. Plaintiff and members of the Class relied on Defendants' misrepresentations and would not have purchased and/or paid **any** purchase price for Defendant's product but for Defendant's false claims and misrepresentations, as well as affirmative concealment of material facts. As a result, Defendant has wrongfully taken substantial sums from innocent consumers.

29. Plaintiff brings this suit to recover funds taken by Defendants as a consequence of their deception and fraudulent inducement of consumers to purchase Bodywell. The affirmative claims, promises and representations made by Defendants in connection with the marketing, advertisement and sale of Bodywell, as aforesaid, are false and violative of the New Jersey *Consumer Fraud Act*.

30. Members of the putative class are purchasers of Bodywell and, prior to purchasing the said product, saw, read and/or heard and relied upon Defendants' advertisements, promises, claims and representations, as aforesaid.

31. Members of the class, prior to purchasing the said product, saw, read, heard and relied Defendants' promises and representations as aforesaid, and made an out of pocket payment to Defendants in response thereto.

32. The very purpose of the New Jersey Consumer Fraud Act is to protect consumers, such as the putative class members at bar, from being victimized by false and/or illegal promises and claims which induce purchase of a product.

33. In truth and fact, Defendants, through conscious deception, misrepresented the potential health benefits of Bodywell. Plaintiff and members of the class paid for a misrepresented product that Defendants affirmatively represented to be capable of delivering health benefits. Consumers made purchasing decisions and did, in

fact, make purchases from Defendant based upon and in reliance on Defendants' specific claims and representations as aforesaid.

34. The affirmative promises and representations made by Defendants in connection with Bodywell, are false, illegal and misleading. The product delivered by Defendants to members of the putative class was materially misrepresented.

35. Defendants' advertisements, promises and representations concerning Bodywell, are illegal, false and constitute a deception; a misrepresentation; an unconscionable trade practice; a sharp and deceitful marketplace practice, and are a false promise.

36. Defendants' advertisements, promises and representations concerning Bodywell result in consumers who purchased it, being subjected to misrepresentation, false promise, fraud, deceit, trickery, danger to their health, and false and deceptive advertising fraudulently to induce product purchase.

37. Defendant has made affirmative misrepresentations and has engaged in concealment of material facts in connection with the sale, marketing and/or advertisement of Bodywell, to induce its sale.

38. Members of the putative class suffered ascertainable loss in the form of

actual out of pocket payment and expenditure, as aforesaid, as a result of Defendants' unlawful conduct as aforesaid. Members of the putative class paid hard earned money and received from Defendants, in exchange, a grossly misrepresented product. Indeed, there was a substantial difference between the price paid by consumers, including plaintiff, for the Defendants' product, and the represented nature of the product. Thus, members of the Class did not receive the "benefit of their bargain."

39. Plaintiff and members of the class also suffered ascertainable loss when they received, for their money, a product vastly different from the one promised by Defendants. The Defendants' product failed to measure up to the consumers' reasonable expectations based on the representations made by Defendants. Thus, purchasers of said products were injured and suffered loss.

40. For their money, members of the class received something different from, what they reasonably expected in view of Defendants' representations. As a result, consumers suffered ascertainable loss.

41. Defendants marketed and sold Bodywell - and consumers purchased it - on the premise that it stated health benefits. Thus, there is a causal relationship between the Defendant's misrepresentations and the loss suffered by plaintiff and class members.

CLASS ALLEGATIONS AND CLASS DEFINITION

42. Plaintiff brings this suit as a class action individually and on behalf others similarly situated pursuant to New Jersey Court Rule 4:32. Subject to additional information obtained through further investigation and/or discovery, the definition of the Class may be expanded or narrowed. The proposed Class consists of all U.S. purchasers of Bodywell, who purchased such product during the six year period preceding the filing of this suit. This action has been brought and may properly be maintained as a class action pursuant to New Jersey Court Rule 4:32.

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

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

- a. Whether Defendants made affirmative misrepresentations in violation of the New Jersey Consumer Fraud Act;
- b. Whether Defendant marketed Bodywell in violation of federal law; and,
- c. The appropriate measure of damages sustained by the Plaintiff and/or other members of the Class.

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

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

43. Plaintiff is similarly situated in interest to all members of the proposed Class and is committed to the vigorous prosecution of this action. Accordingly, Plaintiff is an adequate representative of the proposed Class and will fairly and adequately protect the interests of the Class. Plaintiff is also an experienced attorney who has been previously appointed class counsel for certified classes of consumers by both state (NJ and NY) and federal courts. Thus, Plaintiff is a qualified and suitable attorney to also serve as class counsel.

44. This suit may be maintained as a class action because Defendants have acted, and/or have refused to act, on grounds generally applicable to the Class, thereby

making final relief appropriate.

45. Plaintiff also seeks injunctive relief requiring Defendants to: (I) discontinue advertising, marketing, packaging, distributing, selling and otherwise representing Bodywell as capable of delivering health benefits; (ii) surrender of the existing stock of the product to the U.S. Food and Drug Administration; (iii) undertake a public information campaign to Class members of their false and deceitful prior practices; and (iv) correct any erroneous impression consumers may have derived concerning the nature, characteristics, or qualities of Bodywell, including without limitation, the placement of corrective advertising and providing written notice to the U.S. consumer public.

46. **Superiority:** In addition, this suit may be maintained as a class action because a class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. The claims asserted herein are applicable to all consumers who purchased Bodywell. The injury suffered by each individual class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Class individually effectively and cost-efficiently to redress Defendants' wrongful conduct. Individual litigation would enhance delay and expense to all parties. The

class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I

[Consumer Fraud Act]

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

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

49. As a proximate result of Defendants' conduct, plaintiff and members of the class were damaged.

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

COUNT II

[Consumer Fraud Act]

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

fully set forth at length.

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

52. As a proximate result of Defendants' conduct, plaintiff and members of the class were damaged.

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

COUNT III

[Consumer Fraud Act]

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

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

55. As a proximate result of Defendants' conduct, plaintiff and members of the class were damaged.

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

post-judgment interest, fees, costs, attorney's fees, civil penalties mandated by *N.J.S.A.*

56:8-19, and any other and further relief as the Court deems just and proper.

COUNT IV

[Consumer Fraud Act]

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

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

58. As a proximate result of Defendants' conduct, plaintiff and members of the class were damaged.

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

COUNT V

[Consumer Fraud Act]

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

60. Defendants' conduct constitutes knowing concealment, suppression and/or omission of material facts with the intent that others, including members of the plaintiff-class, rely upon such concealment, suppression and/or omission, in connection with the sale or advertisement of any merchandise in violation of the New Jersey Consumer Fraud Act, *N.J.S.A.* 56:8-2.

61. As a proximate result of Defendants' conduct, plaintiff and members of the class were damaged.

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

COUNT VI
[Common Law Fraud]

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

63. Defendants made false statements of material fact which they knew to be false at the time they were made. The false statements made by Defendants were made in writing on the Bodywell product label and in product advertising and videos. Defendants knew these statements to be false. Defendants knew that Bodywell was incapable of delivering health benefits.

64. Defendants made the aforesaid materially false statements for the purpose of inducing consumers to act in reliance thereon. Innocent consumers acted in reasonable reliance on the accuracy of Defendants' representation that Bodywell was capable of delivering health benefits and, as a result, suffered damages.

65. Indeed, Defendants fully intended falsely to represent Bodywell as capable of delivering health benefit to the brain as well as other body functions. Moreover, Defendants fully intended that consumers rely on the deliberate falsity and material incompleteness of Bodywell's advertisements. As a result, Defendants induced and achieved consumer purchases of Bodywell via deceit.

66. Plaintiff and the putative class of consumers reasonably relied on Defendants' lies and deceit as to the benefits of Bodywell. There was absolutely no reason to doubt the claim that Bodywell was capable of delivering health benefits.

67. Defendants' false labeling of Bodywell and their false representations of product benefit constitute highly material misrepresentations and concealment of a highly material facts.

68. Defendants knew full well that their Bodywell advertisements were materially false and that Bodywell was incapable of delivering health benefits. Defendants' claim of selling a product capable of delivering health benefits to the brain and otherwise, was a conscious lie.

69. Defendants fully intended falsely to represent Bodywell as capable of improving consumer health.

70. Defendants fully intended that consumers rely on the deliberate falsity and material incompleteness of Bodywell's advertisements and representations.

71. Plaintiff and the putative class of consumers reasonably relied on Defendants's lies and deceit as to the health benefits of Bodywell.

72. Plaintiff and the putative class of consumers were damaged by the taking of funds expended to purchase a product marketed and sold based on lies, deceit and material concealments.

WHEREFORE, plaintiff, individually and on behalf of the class, demands judgment against the Defendants for such damages as are permitted by law, including but not limited to punitive damages, together with pre-judgment and post-judgment interest, fees, costs, attorney's fees, and such other and further relief, including but not limited to injunctive relief, as the Court deems just and proper.

JURY DEMAND

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

TRIAL COUNSEL DESIGNATION

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

CERTIFICATION PURSUANT TO RULE 4:5-1

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

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

A handwritten signature in blue ink, appearing to read "H. Hoffman", is written over a horizontal line.

HAROLD M. HOFFMAN, ESQ.

Dated: January 14, 2026