

EXHIBIT A

HAROLD M. HOFFMAN, ESQ.

240 GRAND AVENUE

ENGLEWOOD, NJ 07631

(201) 569-0086

HOFFMAN.ESQ@VERIZON.NET

ATTORNEY FOR PLAINTIFF AND THE PUTATIVE CLASS

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

Plaintiff,

-against-

NORTH AMERICAN NUTRACEUTICALS,
LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY - LAW DIVISION

DOCKET NO.: **BER-L-_____ -20**

CIVIL ACTION

**COMPLAINT AND JURY
DEMAND IN CLASS ACTION**

OVERVIEW

By this civil action, Plaintiff brings claims on his own behalf and on behalf of those similarly situated (the "Class"), to redress injury inflicted by Defendant on the United States consumer public through the advertisement, marketing, distribution and sale of **illegal, unapproved drugs.**

As detailed below, Defendant, by way of explicit product advertisement, descriptive literature and web site claims, including an advertising brochure mailed to Plaintiff's home, promoted, marketed, distributed and sold various dietary supplements, including but not

limited to a product called *Sanguenol*, as effective in, and to be used for, the prevention, cure, mitigation, and therapeutic treatment of disease.

In the case of Sanguenol, a dietary supplement in tablet form, Defendant explicitly claims, represents and promises that the product is effective and to be used for, the prevention, cure, mitigation, and therapeutic treatment of Erectile Dysfunction (“ED”).

According to Defendant, its product is “the only thing that can increase erections.” According to Defendant, Sanguenol is a male sexual enhancement pill that delivers strong erections and orgasms. Indeed, Defendant promises that Sanguenol will deliver rock hard erections that soar 500% among older men. Defendant further asserts and represents that its product will initiate and sustain a strong erection of greater width, length and firmness and that its product will enhance sexual performance.

Defendant’s Sanguenol purportedly contains a formulation of an amino acids and herbal ingredients. Thus, it is a dietary supplement as defined by Congress in the *Dietary Supplement Health and Education Act* (“DSHEA”) of 1994. A dietary supplement is a product taken by mouth that contains a "dietary ingredient" intended to supplement the diet. The "dietary ingredients" in such products may include: vitamins, minerals, herbs or other botanicals, or amino acids. Dietary supplements may be found in many forms such as tablets, pills, capsules, gelcaps, liquids, or powders.

As shown below, the U.S. Food and Drug Administration (“FDA”) which enforces the DSHEA, has explicitly ruled that a manufacturer may not lawfully claim that a dietary supplement treats ED, precisely the claim made by Defendant.

21 CFR 101.93 [Code of Federal Regulations] specifies the types of descriptive claims that may lawfully be made (and those that are prohibited) with respect to the efficacy of dietary supplements. Subsection (g) of the aforesaid regulation provides that:

Disease claims.

(1) For purposes of 21 U.S.C. 343(r)(6), a "disease" is damage to an organ, part, structure, or system of the body such that it does not function properly...

(2) FDA will find that a statement about a product claims to diagnose, mitigate, treat, cure, or prevent disease... under 21 U.S.C. 343(r)(6) if it meets one or more of the criteria listed below...

A statement claims to diagnose, mitigate, treat, cure, or prevent disease if it claims, explicitly or implicitly, that the product:

(i) Has an effect on a specific disease or class of diseases;

(ii) Has an effect on the characteristic signs or symptoms of a specific disease or class of diseases, using scientific or lay terminology;

(iii) Has an effect on an abnormal condition associated with a natural state or process, if the abnormal condition is uncommon or can cause significant or permanent harm.

In interpreting 21 CFR 101.93(g)(2) [above], the FDA has concluded and ruled that a claim that a dietary supplement can treat ED and/or that such product helps to induce or maintain an erection is a **disease claim**.

Here, Defendant explicitly claims and represents to the consumer that Sanguenol will treat ED and its symptoms; will promote sexual performance; and, that its constituent ingredients are efficacious for ED.

As explicitly held by the FDA, such claims are illicit *disease claims*.

Defendant makes the foregoing web site, advertising, marketing, promotional literature, and product labeling claims and promises, that explicitly violate federal law which prohibits the sale of all unapproved and uncleared products for the mitigation, prevention, treatment, or cure of any disease. Dietary supplements, including but not limited to Sanguenol, may not be sold coupled with therapeutic claims suggesting that they are intended for use in the diagnosis, mitigation, treatment, cure, or prevention of a disease, as this causes them by operation of federal law, to be considered as **unapproved drugs**.

Defendant's claims and promises with respect to the purported efficacy, value and legality of Sanguenol, were calculated and designed to lead members of the class to believe that Sanguenol was a lawful, appropriate therapy for disease – certainly not an illegal, unapproved drug.

Defendant's claims, promises and conduct as aforesaid, constitute material misstatements of fact under the New Jersey *Consumer Fraud Act* and are violative of federal law as Sanguenol is an unapproved drug that has not been approved by the FDA for its claimed (by Defendant) and purportedly intended purpose. Indeed, even were Defendant's

claims and promises not in violation of federal law (which they are), Defendant would nonetheless be guilty of having engaged in an “unlawful practice,” in violation of the New Jersey *Consumer Fraud Act*, by virtue of its sale of unapproved drugs and its materially false advertising representations that Sanguenol constitutes a lawful treatment, therapy, or drug that is efficacious for ED – conduct and practice that 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*).

The putative class comprises all nationwide purchasers of Sanguenol, who purchased such product during the four year period preceding the filing of this suit.

1. At all times relevant, Plaintiff Harold M. Hoffman had a place of residence in the State of New Jersey, County of Bergen. Plaintiff was exposed to and read, saw and/or heard Defendant’s labeling, advertising, and marketing claims and promises with respect to Sanguenol in an advertising brochure mailed by Defendant to his home, and thereafter purchased the product in December 2020, for a purchase price of \$46.90.

2. At all relevant times, Defendant **NORTH AMERICAN NUTRACEUTICALS, LLC**, was a limited liability company organized and existing pursuant to the laws of the State of Delaware with a principal place of business in Naples, FL.

3. Defendant's product advertising and labeling of Sanguenol is unlawful, bogus, materially false, illegal and in contravention of federal and state law. Indeed, Defendant markets and sells myriad illegal supplements based upon explicit and illicit disease claims.

4. Defendant by mail and online, advertised, marketed, distributed and sold Sanguenol in commerce throughout the United States.

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

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

7. For approximately a four-year period preceding the filing of this action, Defendant, through retail and/or other distribution, including *online* distribution and sale, advertised, promoted, marketed, labeled, distributed, promoted and sold Sanguenol, a purported dietary supplement, as intended to mitigate, prevent, treat or cure disease.

8. According to Defendant's advertisements, promises and representations and product labeling, Sanguenol is allegedly comprised of dietary supplements. Defendant sells the product in tablet form.

9. In marketing and selling Sanguenol to the U.S. consumer public, Defendant violates explicit FDA laws, rules, regulations and guidelines, as well as the New Jersey *Consumer Fraud Act*, by representing, in its advertising, on its web site and in promotional literature, that Sanguenol is a substitute and/or alternative for a pharmaceutical; that it, and/or its constituent ingredients, has a therapeutic effect on disease; and that it is efficacious in the prevention, mitigation, treatment and cure of disease, including but not limited to ED and its symptoms.

10. Defendant further violates explicit FDA laws, rules, regulations and guidelines, as well as the New Jersey *Consumer Fraud Act*, by claiming that its products, including but not limited to Sanguenol, belong to a particular class of products (i) intended to cure, treat, prevent, or mitigate disease, and/or; (ii) are suitable as a substitute for a particular therapy. The claim and promise that Sanguenol treats symptoms of ED, without a prescription and medical supervision is inherently deceptive, materially false and unlawful.

11. Based on Defendant's illicit advertising and marketing efforts and product labeling, including the foregoing unlawful claims, Defendant is believed to have sold substantial quantities of products, including but not limited to Sanguenol, to consumers throughout the nation.

12. Defendant makes the foregoing unlawful claims of product efficacy in its product advertising, and/or in promotional literature, which tout, claim and offer Sanguenol as possessing therapeutic properties and capable of preventing, treating and curing disease including but not limited to ED and its symptoms.

13. Sanguenol, which is a dietary supplement, has not been approved or cleared by the FDA as therapeutic and/or suitable for use in the mitigation, prevention, treatment, or cure of any disease. Thus, Defendant's marketing and sale of Sanguenol, violates both the New Jersey *Consumer Fraud Act* and the Federal Food, Drug, and Cosmetic Act ("FFDC Act"), 21 U.S.C. §§ 331, 343, 352, in that it is an **unapproved and uncleared, new drug** for the diagnosis, mitigation, prevention, treatment, or cure of disease.

14. Sanguenol is not recognized as safe and effective for the treatment of disease and thus it constitutes a *new drug* under section 201(p) of the FFDC Act [21 U.S.C. § 321(p)]. New drugs may not be legally marketed in the United States without prior approval from the FDA as described in section 505(a) of the FFDC Act [21 U.S.C. § 355(a)]. The FDA

approves a new drug on the basis of scientific data submitted by a drug sponsor to demonstrate that the drug is safe and effective for its claimed and intended purpose. **Defendant has made no such submission to the FDA.** Moreover, the marketing and sale of an unapproved drug constitutes a materially false, unconscionable practice under the New Jersey *Consumer Fraud Act*.

15. Furthermore, Sanguenol is offered for conditions that are not amenable to self-diagnosis and treatment by individuals who are not medical practitioners; therefore, adequate directions for their use cannot be written so that a layperson can use Sanguenol safely for its purported, intended purposes. Thus, Sanguenol is *misbranded* within the meaning of section 502(f)(1) of the FFDC Act [21 U.S.C. § 352(f)(1)], in that the labeling fails to bear adequate directions for its use. The introduction of a misbranded drug into interstate commerce is a violation of section 301(a) of the FFDC Act [21 U.S.C. § 331(a)], as well as a violation of the New Jersey *Consumer Fraud Act*.

16. The marketing and sale of misbranded, unapproved or uncleared products such as Sanguenol, to treat disease, is a potentially significant threat to the public health.

17. Defendant's blatant misrepresentations and false claims regarding the legality and efficacy of Sanguenol were designed to and did lead class members to believe that they were being lawfully sold and that they were effective, and conformed to the

requirements of federal and state law regulating the marketing of products claiming to treat and/or prevent disease. Members of the Class relied on Defendant's misrepresentations and would not have purchased and/or paid **any** purchase price for an unapproved drug 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 hard-working U.S. consumers.

18. Plaintiff brings this suit to recover funds taken by Defendant as a consequence of its deception of consumers through the marketing and sale of illegal, unapproved, new drugs.

19. The affirmative claims, promises and representations made by Defendant in connection with the marketing, advertisement and sale of Sanguenol, as aforesaid, are false and violative of federal and state law.

20. Members of the putative class are purchasers of Sanguenol and, prior to purchasing the said product, saw, read and/or heard and relied upon Defendant's advertisements, product labeling, promises, claims and representations, as aforesaid.

21. Members of the class, prior to purchasing the said product, saw, read and/or heard Defendant's promises, product labeling and representations as aforesaid, and made an out of pocket payment to Defendant in response thereto.

22. 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, deceptive and/or illegal promises and claims with respect to product efficacy, value, benefit and legality.

23. In truth and fact, Defendant misrepresented the efficacy, value, legality and benefit of Sanguenol. Plaintiff and members of the class paid for misrepresented, allegedly therapeutic products that Defendant affirmatively represented to be lawful and effective in the mitigation, treatment and cure of disease, as aforesaid.

24. U.S. consumers made purchasing decisions and did, in fact, make purchases from Defendant based upon Defendant's specific claims and representations of product efficacy, value, legality and benefit for a claimed, therapeutic purpose.

25. Defendant has affirmatively misrepresented, misbranded and mislabeled Sanguenol.

26. The affirmative promises and representations made by Defendant – both in product labeling and in marketing representations – in connection with Sanguenol, are false, illegal and misleading. Members of the class were entitled to trust the Defendant’s labeling and marketing representations and advertisements with respect to its products. The products delivered by Defendant to members of the putative class were materially misrepresented.

27. Defendant’s advertisements, promises and representations concerning Sanguenol, are illegal, false and constitute a deception; a misrepresentation; an unconscionable trade practice; a sharp and deceitful marketplace practice, and are a false promise.

28. Defendant’s advertisements, promises and representations concerning Sanguenol result in consumers who purchased it, being subjected to misrepresentation, false promise, fraud, deceit, trickery and false and deceptive advertising.

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

30. 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 Defendant, in exchange, **unapproved, new drugs** which were marketed and sold in violation of governing federal and state law. Indeed, there was a substantial difference between the price paid by consumers, including plaintiff, for the Defendant's products, and the represented value of the products. Here, for their money, members of the Class received illegal, unapproved drugs. Thus, members of the Class did not receive the "benefit of their bargain."

31. Plaintiff and members of the class also suffered ascertainable loss when they received, for their money, illegal, unapproved drugs which constitute over-priced products that are objectively less than, inferior to, and different from, the products promised by Defendant. The Defendant's products failed to measure up to the consumers' reasonable expectations based on the representations made by Defendant. Thus, purchasers of said products were injured and suffered loss.

32. For their money, members of the class received something less than, and different from, what they reasonably expected in view of Defendant's representations. Indeed, consumers did not anticipate purchasing unapproved drugs – a fact material to the transaction that was affirmatively concealed and/or misrepresented by Defendant. As a

result, consumers suffered ascertainable loss.

33. Defendant marketed and sold Sanguenol - and consumers purchased it - on the premise that the said product was being lawfully sold to lawfully deliver specified benefit. Thus, there is a causal relationship between the Defendant's misrepresentations of lawful efficacy and the loss suffered by plaintiff and class members.

CLASS ALLEGATIONS

34. 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 nationwide purchasers of Sanguenol, who purchased such product during the four 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 State of New Jersey.

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

- a. Whether Defendant made affirmative misrepresentations and concealments in violation of the New Jersey Consumer Fraud Act;
- b. Whether Defendant marketed Sanguenol 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 Sanguenol, after exposure to the same misrepresentations and/or omissions in Defendants' advertising and purchased a product less than and different from the promised product. Plaintiff is advancing claims and legal theories typical to the Class.

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

36. 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. Should the Court require same as a condition to class certification, Plaintiff is prepared to identify a suitable, alternative class representative.

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

38. Plaintiff does not presently seek injunctive relief, but reserves the right to do so at the appropriate time.

39. **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 New Jersey consumers who purchased Sanguenol. The injury suffered by each individual class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Class individually effectively and cost-efficiently to redress Defendant's wrongful conduct. Individual litigation would enhance delay and expense to all parties. The class action device presents far fewer management

difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I

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

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

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

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

COUNT II

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

44. Defendant's conduct constitutes deception in violation of the New Jersey

Consumer Fraud Act, *N.J.S.A.* 56:8-2.

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

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

COUNT III

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

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

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

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

COUNT IV

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

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

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

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

COUNT V

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

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

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

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

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", with a stylized flourish at the end.

HAROLD M. HOFFMAN, ESQ.

Dated: December 21, 2020

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-007937-20

Case Caption: HOFFMAN HAROLD VS NORTH
AMERICAN NUTRA CEUTICALS

Case Initiation Date: 12/21/2020

Attorney Name: HAROLD M HOFFMAN

Firm Name: HAROLD M. HOFFMAN

Address: 240 GRAND AVE

ENGLEWOOD NJ 076314352

Phone: 2015690086

Name of Party: PLAINTIFF : Hoffman, Harold, M

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Harold M Hoffman? NO

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? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO **Consumer Fraud?** YES

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

12/21/2020

Dated

/s/ HAROLD M HOFFMAN

Signed

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 221-0700
COURT HOURS 8:30 AM - 4:30 PM

DATE: DECEMBER 21, 2020
RE: HOFFMAN HAROLD VS NORTH AMERICAN NUTRA CEUTICALS
DOCKET: BER L -007937 20

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOHN D. ODWYER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (201) 527-2600.

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: HAROLD M. HOFFMAN
HAROLD M. HOFFMAN
240 GRAND AVE
ENGLEWOOD NJ 07631-4352

ECOURTS

AFFIDAVIT OF SERVICE

Case:	Court: SUPERIOR COURT OF NEW JERSEY BERGEN COUNTY - LAW DIVISION	Docket Number: BER-L-7937-20	Job: 5191490
Plaintiff / Petitioner: HAROLD M. HOFFMAN, individually and on behalf of those similarly situated		Defendant / Respondent: NORTH AMERICAN NUTRACEUTICALS, LLC,	
Received by: HR Office Solutions Inc		For: Harold M. Hoffman, Esq	
To be served upon: NORTH AMERICAN NUTRACEUTICALS LLC			

I, Phillip Johnson, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

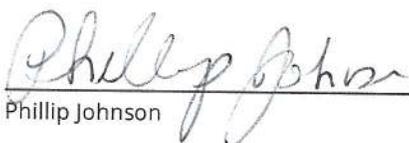
Recipient Name / Address: NORTH AMERICAN NUTRACEUTICALS LLC, SPEIGEL & UTRERA, P.A., 9 EAST LOOCKERMAN ST., SUITE 202, DOVER, DE 19901

Manner of Service: Registered Agent, SPEIGEL & UTRERA, P.A on Dec 22, 2020, 11:06 pm EST

Documents: Summons and Complaint and Civil Case Information

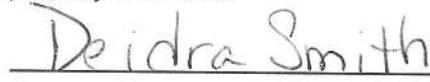
Additional Comments:

1) Successful Attempt: Dec 22, 2020, 11:06 pm EST at SPEIGEL & UTRERA, P.A., 9 EAST LOOCKERMAN ST., SUITE 202, DOVER, DE 19901 received by NORTH AMERICAN NUTRACEUTICALS LLC. r:
 Received by the Paralegal Claudia Sanchez ;Gender: Female;


 Phillip Johnson
 12/22/2020
 Date

HR Office Solutions Inc
 49 Representative Ln
 Dover, DE 19904

Subscribed and sworn to before me by the affiant who is personally known to me.


 Deidra Smith
 Notary Public
 12/22/2020
 Date

Commission Expires

