

SUPREME COURT: STATE OF NEW YORK
COUNTY OF NEW YORK

Index No:
Filed:

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PATRICIA AMATO,

Plaintiff designates New York
County as place of trial.

Plaintiff,

The basis of venue is plaintiff's
residence.

-against-

ARCHON VITAMIN CORP., TRIARCO INDUSTRIES, INC.,
GARY NULL & ASSOCIATES, INC., and
GARY NULL, Individually,

10107916
TORT SUMMONS

Defendants.

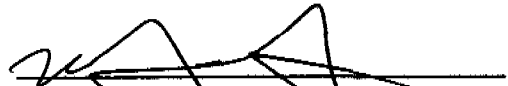
The Plaintiff resides in
NEW YORK County.

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To the above-named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney(s) within 20 days after the service of this summons exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
June 8, 2010


MELVYN S. JACKOWITZ, ESQ
Attorneys for Plaintiff(s)
19 Fulton Street, Suite 302
New York, NY 10038
(212) 267-3170

Defendant(s):

ARCHON VITAMIN CORP.,
209 40th Street, Irvington, New Jersey

FILED

JUN 16 2010

TRIARCO INDUSTRIES INC.,
400 Hamburg Turnpike, Wayne, New Jersey

**COUNTY CLERK'S OFFICE
NEW YORK**

GARY NULL & ASSOCIATES, INC., and GARY NULL
2307 Broadway, New York, New York.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
PATRICIA AMATO,

Plaintiff,

-against-

**VERIFIED
COMPLAINT**

ARCHON VITAMIN CORP., TRIARCO INDUSTRIES, INC.,
GARY NULL & ASSOCIATES, INC., and
GARY NULL, Individually,

Defendants.

16107916

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Plaintiff, PATRICIA AMATO, by her attorney, MELVYN S. JACKNOWITZ,
ATTORNEY AT LAW, P.C., as and for their Verified Complaint, allege the following upon
information and belief:

FIRST CAUSE OF ACTION (NEGLIGENCE)

1. Plaintiff, PATRICIA AMATO, is and still are residents of the State of New York, living in the County of New York.
2. Defendant, ARCHON VITAMIN CORP., was and is a domestic corporation existing by virtue of the laws of the State of New York.
3. Defendant, ARCHON VITAMIN CORP., was and is a foreign corporation registered to do business in the State of New York.
4. Defendant, ARCHON VITAMIN CORP., was and is a foreign corporation doing business in the state of New York.
5. Defendant, ARCHON VITAMIN CORP., was and is a foreign corporation registered to do business in the state of New York with a registered agent in the County of New York.
6. Defendant, ARCHON VITAMIN CORP. was and is a duly organized

corporation existing by virtue of the laws of a state other than the State of New York, with a place of business at 209 40th Street, Irvington, New Jersey.

7. Defendant, ARCHON VITAMIN CORP., was and is doing business in the State of New York.

8. Defendant, ARCHON VITAMIN CORP., derives substantial revenue from goods used or services rendered in the State of New York.

9. Defendant, ARCHON VITAMIN CORP., derives substantial revenue from interstate and/or international commerce.

10. Defendant, ARCHON VITAMIN CORP., expected or should have reasonably expected its acts to have consequences in the State of New York.

11. Defendant, ARCHON VITAMIN CORP., was in the business of, among other things, designing, manufacturing, testing, inspecting, selling, marketing and distributing dietary food supplement products.

12. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., designed a certain food supplement product commonly known as Gary Null's Ultimate Power Meal, hereinafter referred to as "the "Ultimate Power Meal".

13. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., manufactured the "Ultimate Power Meal".

14. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., tested the "Ultimate Power Meal".

15. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., examined the "Ultimate Power Meal".

16. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., blended

the "Ultimate Power Meal".

17. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., developed the "Ultimate Power Meal".

18. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., inspected the "Ultimate Power Meal".

19. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., labeled the packaging of the "Ultimate Power Meal".

20. Prior to November of 2009, defendant, ARCHON VITAMIN CORP., sold the "Ultimate Power Meal".

21. Prior to November of 2009, defendant, ARCHON VITAMIN CORP. distributed the "Ultimate Power Meal".

22. Prior to November of 2009, defendant, ARCHON VITAMIN CORP. advertised the "Ultimate Power Meal".

23. Prior to November of 2009, defendant, ARCHON VITAMIN CORP. retailed the "Ultimate Power Meal".

24. Prior to November of 2009, the defendant, ARCHON VITAMIN CORP., entered into a writing, contract, and/or agreement, with co-defendant, TRIARCO INDUSTRIES, INC., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

25. Prior to November of 2009, the defendant, ARCHON VITAMIN CORP., entered into a writing, contract, and/or agreement, with co-defendant, GARY NULL & ASSOCIATES, INC., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

26. Prior to November of 2009, the defendant, ARCHON VITAMIN CORP., entered into a writing, contract, and/or agreement, with co-defendant, GARY NULL, with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

27. Prior to November of 2009, the defendant, ARCHON VITAMIN CORP., released the "Ultimate Power Meal" into the stream of commerce.

28. Any liability determined herein relating solely to the original condition of the "Ultimate Power Meal" as it left the control of defendant, ARCHON VITAMIN CORP., was and is assumed by the defendant, ARCHON VITAMIN CORP.

29. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, ARCHON VITAMIN CORP., was not fit for the ordinary purpose for which such dietary supplement was intended.

30. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed and sold by defendant, ARCHON VITAMIN CORP., was not fit for its intended use.

31. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, ARCHON VITAMIN CORP., was not fit for human consumption.

32. Defendant, TRIARCO INDUSTRIES, INC., was and is a domestic corporation existing by virtue of the laws of the State of New York.

33. Defendant, TRIARCO INDUSTRIES, INC., was and is a foreign corporation registered to do business in the State of New York.

34. Defendant, TRIARCO INDUSTRIES, INC., was and is a foreign corporation doing business in the state of New York.

35. Defendant, TRIARCO INDUSTRIES, INC., was and is a foreign corporation registered to do business in the state of New York with a registered agent in the County of New York.

36. Defendant, TRIARCO INDUSTRIES, INC. was and is a duly organized corporation existing by virtue of the laws of a state other than the State of New York, with a place of business at 400 Hamburg Turnpike, Wayne, New Jersey.

37. Defendant, TRIARCO INDUSTRIES, INC., was and is doing business in the State of New York.

38. Defendant, TRIARCO INDUSTRIES, INC., derives substantial revenue from goods used or services rendered in the State of New York.

39. Defendant, TRIARCO INDUSTRIES, INC., derives substantial revenue from interstate and/or international commerce.

40. Defendant, TRIARCO INDUSTRIES, INC., expected or should have reasonably expected its acts to have consequences in the State of New York.

41. Defendant, TRIARCO INDUSTRIES, INC., was in the business of, among other things, designing, manufacturing, testing, inspecting, selling, marketing and distributing dietary food supplement products.

42. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., designed a certain food supplement product commonly known as Gary Null's Ultimate Power Meal, hereinafter referred to as "the "Ultimate Power Meal".

43. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC.,

manufactured the "Ultimate Power Meal".

44. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., tested the "Ultimate Power Meal".

45. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., examined the "Ultimate Power Meal".

46. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., blended the "Ultimate Power Meal".

47. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., developed the "Ultimate Power Meal".

48. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., inspected the "Ultimate Power Meal".

49. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., labeled the packaging of the "Ultimate Power Meal".

50. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., sold the "Ultimate Power Meal".

51. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., distributed the "Ultimate Power Meal".

52. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., advertised the "Ultimate Power Meal".

53. Prior to November of 2009, defendant, TRIARCO INDUSTRIES, INC., retailed the "Ultimate Power Meal".

54. Prior to November of 2009, the defendant, TRIARCO INDUSTRIES, INC., entered into a writing, contract, and/or agreement, with co-defendant, ARCHON VITAMIN

CORP., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

55. Prior to November of 2009, the defendant, TRIARCO INDUSTRIES, INC., entered into a writing, contract, and/or agreement, with co-defendant, GARY NULL & ASSOCIATES, INC., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

56. Prior to November of 2009, the defendant, TRIARCO INDUSTRIES, INC., entered into a writing, contract, and/or agreement, with co-defendant, GARY NULL, with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

57. Prior to November of 2009, the defendant, TRIARCO INDUSTRIES, INC., released the "Ultimate Power Meal" into the stream of commerce.

58. Any liability determined herein relating solely to the original condition of the "Ultimate Power Meal" as it left the control of defendant, TRIARCO INDUSTRIES, INC., was and is assumed by the defendant, TRIARCO INDUSTRIES, INC.

59. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, TRIARCO INDUSTRIES, INC., was not fit for the ordinary purpose for which such dietary supplement was intended.

60. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed and sold by defendant, TRIARCO INDUSTRIES, INC., was not fit for its intended use.

61. The "Ultimate Power Meal" manufactured, developed, distributed, tested,

blended, labeled, inspected, advertised, retailed, and sold by defendant, TRIARCO INDUSTRIES, INC., was not fit for human consumption.

62. Defendant, GARY NULL & ASSOCIATES, INC., was and is a domestic corporation existing by virtue of the laws of the State of New York.

63. Defendant, GARY NULL & ASSOCIATES, INC., was and is a foreign corporation registered to do business in the State of New York.

64. Defendant, GARY NULL & ASSOCIATES, INC., was and is a foreign corporation doing business in the state of New York.

65. Defendant, GARY NULL & ASSOCIATES, INC., was and is a foreign corporation registered to do business in the state of New York with a registered agent in the County of New York.

66. Defendant, GARY NULL & ASSOCIATES, INC. was and is a duly organized corporation existing by virtue of the laws of the State of New York, with a place of business at 2307 Broadway, New York, New York.

67. Defendant, GARY NULL & ASSOCIATES, INC., was and is doing business in the State of New York.

68. Defendant, GARY NULL & ASSOCIATES, INC., derives substantial revenue from goods used or services rendered in the State of New York.

69. Defendant, GARY NULL & ASSOCIATES, INC., derives substantial revenue from interstate and/or international commerce.

70. Defendant, GARY NULL & ASSOCIATES, INC., expected or should have reasonably expected its acts to have consequences in the State of New York.

71. Defendant, GARY NULL & ASSOCIATES, INC., was in the business of,

among other things, designing, manufacturing, testing, inspecting, selling, marketing and distributing dietary food supplement products.

72. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., designed a certain food supplement product commonly known as Gary Null's Ultimate Power Meal, hereinafter referred to as "the "Ultimate Power Meal".

73. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., manufactured the "Ultimate Power Meal".

74. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., tested the "Ultimate Power Meal".

75. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., examined the "Ultimate Power Meal".

76. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., blended the "Ultimate Power Meal".

77. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., developed the "Ultimate Power Meal".

78. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., inspected the "Ultimate Power Meal".

79. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., labeled the packaging of the "Ultimate Power Meal".

80. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., sold the "Ultimate Power Meal".

81. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., distributed the "Ultimate Power Meal".

82. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., advertised the "Ultimate Power Meal".

83. Prior to November of 2009, defendant, GARY NULL & ASSOCIATES, INC., retailed the "Ultimate Power Meal".

84. Prior to November of 2009, the defendant, GARY NULL & ASSOCIATES, INC., entered into a writing, contract, and/or agreement, with co-defendant, TRIARCO INDUSTRIES, INC., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

85. Prior to November of 2009, the defendant, GARY NULL & ASSOCIATES, INC., entered into a writing, contract, and/or agreement, with co-defendant, ARCHON VITAMIN CORP., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

86. Prior to November of 2009, the defendant, GARY NULL & ASSOCIATES, INC., entered into a writing, contract, and/or agreement, with co-defendant, GARY NULL, with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

87. Prior to November of 2009, the defendant, GARY NULL & ASSOCIATES, INC., released the "Ultimate Power Meal" into the stream of commerce.

88. Any liability determined herein relating solely to the original condition of the "Ultimate Power Meal" as it left the control of defendant, GARY NULL & ASSOCIATES, INC., was and is assumed by the defendant, GARY NULL & ASSOCIATES, INC.

89. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, GARY NULL &

ASSOCIATES, INC., was not fit for the ordinary purpose for which such dietary supplement was intended.

90. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed and sold by defendant, GARY NULL & ASSOCIATES, INC., was not fit for its intended use.

91. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, GARY NULL & ASSOCIATES, INC., was not fit for human consumption.

92. Defendant, GARY NULL, does business in the State of New York.

93. Defendant, GARY NULL, resided and still resides in the State of New York.

94. Defendant, GARY NULL, was in the business of, among other things, designing, manufacturing, testing, inspecting, selling, marketing and distributing dietary food supplement products.

95. Prior to November of 2009, defendant, GARY NULL, designed a certain food supplement product commonly known as Gary Null's Ultimate Power Meal, hereinafter referred to as "the"Ultimate Power Meal".

96. Prior to November of 2009, defendant, GARY NULL, manufactured the "Ultimate Power Meal".

97. Prior to November of 2009, defendant, GARY NULL, tested the "Ultimate Power Meal".

98. Prior to November of 2009, defendant, GARY NULL, examined the "Ultimate Power Meal".

99. Prior to November of 2009, defendant, GARY NULL, blended the "Ultimate

Power Meal”.

100. Prior to November of 2009, defendant, GARY NULL, developed the “Ultimate Power Meal”.

101. Prior to November of 2009, defendant, GARY NULL, inspected the “Ultimate Power Meal”.

102. Prior to November of 2009, defendant, GARY NULL, labeled the packaging of the “Ultimate Power Meal”.

103. Prior to November of 2009, defendant, GARY NULL, sold the “Ultimate Power Meal”.

104. Prior to November of 2009, defendant, GARY NULL, distributed the “Ultimate Power Meal”.

105. Prior to November of 2009, defendant, GARY NULL, advertised the “Ultimate Power Meal”.

106. Prior to November of 2009, defendant, GARY NULL, retailed the “Ultimate Power Meal”.

107. Prior to November of 2009, the defendant, GARY NULL, entered into a writing, contract, and/or agreement, with codefendant, TRIARCO INDUSTRIES, INC., with regard to the manufacture, development, distribution, testing, retail, and sale of the “Ultimate Power Meal”.

108. Prior to November of 2009, the defendant, GARY NULL, entered into a writing, contract, and/or agreement, with co-defendant, ARCHON VITAMIN CORP., with regard to the manufacture, development, distribution, testing, retail, and sale of the “Ultimate Power Meal”.

109. Prior to November of 2009, the defendant, GARY NULL, entered into a writing, contract, and/or agreement, with co-defendant, GARY NULL & ASSOCIATES, INC., with regard to the manufacture, development, distribution, testing, retail, and sale of the "Ultimate Power Meal".

110. Prior to November of 2009, the defendant, GARY NULL, released the "Ultimate Power Meal" into the stream of commerce.

111. Any liability determined herein relating solely to the original condition of the "Ultimate Power Meal" as it left the control of defendant, GARY NULL, was and is assumed by the defendant, GARY NULL

112. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, GARY NULL, was not fit for the ordinary purpose for which such dietary supplement was intended.

113. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed and sold by defendant, GARY NULL, was not fit for its intended use.

114. The "Ultimate Power Meal" manufactured, developed, distributed, tested, blended, labeled, inspected, advertised, retailed, and sold by defendant, GARY NULL, was not fit for human consumption.

115. In November of 2009, plaintiff, PATRICIA AMATO, purchased a container of the "Ultimate Power Meal".

116. In November of 2009, plaintiff, PATRICIA AMATO, purchased a container of the "Ultimate Power Meal", from the defendant, GARY NULL & ASSOCIATES.

117. In November of 2009, plaintiff, PATRICIA AMATO purchased

container of the "Ultimate Power Meal", from the defendant, GARY NULL.

118. In November of 2009, plaintiff, PATRICIA AMATO, purchased a container of the "Ultimate Power Meal", as a result of the advertisement and promotion of same by the defendants.

119. During November of 2009, plaintiff, PATRICIA AMATO, consumed the "Ultimate Power Meal" in accordance with the package directions.

120. During January of 2010, plaintiff's, PATRICIA AMATO, physical condition began deteriorating and he was experiencing nausea, vomiting, mood swings, headaches, severe cramping, and associated pains and fatigue.

121. Plaintiff, PATRICIA AMATO, was injured.

122. Plaintiff, PATRICIA AMATO, was seriously injured.

123. The injuries sustained by plaintiff, PATRICIA AMATO, were caused by the negligence of the defendants in the design, manufacture, testing, inspection, distribution, labeling, selling, advertising, retailing, and development of the "Ultimate Power Meal".

124. The defendants, their agents, servants, and/or employees, failed to properly design, manufacture, test, examine, blend, develop, inspect, label, sell, distribute, advertise, and retail the aforesaid "Ultimate Power Meal."

125. The defendants, their agents, servants, and/or employees, failed to properly mix and/or blend the aforesaid "Ultimate Power Meal."

126. The defendants, their agents, servants, and/or employees, knew, or should have known that the product was dangerous, and capable of causing severe personal injuries, and possible death to human beings.

127. The defendants, their agents, servants, and/or employees, failed to warn of

the inherent danger of the aforesaid "Ultimate Power Meal."

128. The defendants, their agents, servants, and/or employees, improperly mixed the product in that they used an incorrect amount of Vitamin D, i.e. 1,000,000 IU instead of the amount stated on the label, namely 1,000 IU.)

129. The defendants, their agents, servants, and/or employees, failed to timely and properly recall the product.

130. The defendants, their agents, servants, and/or employees, failed to properly mix, test, inspect and manufacture the aforesaid "Ultimate Power Meal."

131. The defendants, their agents, servants, and/or employees, knew, or should have known, of the improper mixture of said product.

132. The defendant, GARY NULL, became ill from ingesting said product, in or about November of 2009.

133. The defendant, GARY NULL, suffered a near death experience.

134. The defendant, GARY NULL, eventually notified the codefendants herein of the improper mixture of the aforesaid "Ultimate Power Meal."

135. The defendant, GARY NULL, failed to timely notify the co-defendants herein of the improper mixture of the aforesaid "Ultimate Power Meal."

136. The defendant, GARY NULL, failed to notify consumers of the aforesaid product that he was ill due to ingesting same.

137. The defendant, GARY NULL, never notified the plaintiff herein of the dangers of ingesting said product.

138. In a Complaint filed by Gary Null & Associates, Inc. and Gary Null, in the Supreme Court of the State of New York, County of New York, dated April 26, 2010,

defendants, GARY NULL & ASSOCIATES, INC. and GARY NULL, acknowledge that Gary Null suffered a near death experience as a result of ingesting the aforesaid product.

139. In said Complaint defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that Gary Null performed his own analysis of the product, which proved that the product was improperly mixed, tested, manufactured and placed on the market.

140. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that 1,000,000 units of Vitamin D were placed in each serving of the product, rather than 1,000 units.

141. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that six other consumers were hospitalized with severe kidney damage due to ingesting the aforesaid product.

142. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, allege that Gary Null contacted each consumer who bought the "Ultimate Power Meal."

143. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that the label on the "Ultimate Power Meal" was incorrect and the product was therefore dangerous.

144. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that use of the product could lead to permanent damage to the consumer.

145. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that defendants, ARCHON and TRIARCO, created a product ingredient with full knowledge that it had not been adequately tested and assayed for potency.

146. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that this was a new product and it was given a major promotional effort.

147. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that they notified the defendants, ARCHON and TRIARCO, of the problem, and it took several days before ARCHON was able to determine that the problem was in fact the improper levels of Vitamin D.

148. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that the negligence of the defendants, ARCHON and TRIARCO, led to very serious consequences.

149. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that a toxic batch of the "Ultimate Power Meal" was distributed and led to the serious and perhaps permanent injury to Gary Null.

150. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that defendant, TRIARCO, negligently manufactured, improperly mixed, inadequately tested and distributed the "Ultimate Power Meal", failed to warn of its inherent danger of the product, and failed to provide adequate safety testing for the product.

151. In said Complaint, defendants, GARY NULL & ASSOCIATES and GARY NULL, acknowledge that defendant, TRIARCO, was negligent in the mixing, inspection, testing and manufacture of the "Ultimate Power Meal."

152. Defendants failed to immediately remove the product from the market.

153. Defendants failed to notify consumers of the product that it was inherently dangerous.

154. Defendants failed to immediately recall the product.

155. The defendants, their agents, servants, and/or employees, created, distributed, developed, manufactured, sold, retailed, advertised, inspected, and tested a product with full

knowledge that it had not been adequately tested and assayed for potency.

156. The defendants, their agents, servants, and/or employees, failed to properly create, distribute, develop, manufacture, sell, retail, advertise, inspect, and test the aforesaid product.

157. The defendants, their agents, servants, and/or employees, failed to timely and adequately warn users of said product of its dangerous components.

158. The aforesaid injuries to plaintiff caused him bodily pain, mental anguish, economic loss, and severe personal injuries.

159. The aforesaid injuries to plaintiff were caused through no fault or lack of care on his part, and due solely to the negligence of the defendants, their agents, servants, and/or employees.

160. The limitations on liability set forth in CPLR Section 1601 do not apply by reason of one or more of the exemptions set forth in CPLR Section 1602.

161. Plaintiff has been injured in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter and plaintiff seeks punitive damages in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter.

SECOND CAUSE OF ACTION (BREACH OF EXPRESS WARRANTY)

162. Plaintiffs repeat, reiterate and reallege each and every allegation contained in the First Cause of Action as if fully set forth at length herein.

163. At all times herein mentioned, the defendants each in connection with their business activities as aforementioned, warranted and represented expressly and impliedly that the "Ultimate Power Meal" was fit, capable and suitable for the uses and purposes for which same

was intended to be used.

164. At all times herein mentioned, the defendants each in connection with their business activities as aforementioned, warranted and represented expressly and impliedly that the "Ultimate Power Meal" was for its intended uses, and further that same was of merchantable quality.

165. At all times herein mentioned, plaintiff, PATRICIA AMATO, relied upon the skill and judgment of the defendants and their representations and warranties as aforementioned in connection with the use of said "Ultimate Power Meal".

166. At all times herein mentioned, said representations and warranties were false, misleading and inaccurate in that said "Ultimate Power Meal" and its component parts, when put to the test of actual use, was unsound, unsafe, dangerous, improper and unsuitable for the purposes for which it was intended and utilized, hazardous and defective, and was not of merchantable quality.

167. In or about November of 2009, while so relying upon defendants' skills, representations and warranties, plaintiff, PATRICIA AMATO was injured.

168. At all times herein mentioned, defendants were in breach of their express warranty of merchantability.

169. By reason of the foregoing, plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter and plaintiff seeks punitive damages in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter.

THIRD CAUSE OF ACTION (BREACH OF IMPLIED WARRANTY)

170. Plaintiffs repeat, reiterate and reallege each and every allegation contained in the First and Second Causes of Action as if fully set forth at length herein.

171. At all times herein mentioned, defendants were in breach of their implied warranty or merchantability.

172. In or about November of 2009, while so relying upon defendants' skills, representations and warranties, plaintiff, PATRICIA AMATO was injured.

173. By reason of the foregoing, plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter and plaintiff seeks punitive damages in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter.

FOURTH CAUSE OF ACTION (STRICT LIABILITY IN TORT)

174. Plaintiffs repeat, reiterate and reallege each and every allegation contained in the First, Second, and Third Causes of Action as if fully set forth at length herein.

175. At the time of its original manufacture, distribution, and sale, the "Ultimate Power Meal" was in a defective and dangerous condition.

176. At the time of its original manufacture, distribution, and sale by the defendants herein, the "Ultimate Power Meal" was hazardous and not reasonably safe.

177. In or about November of 2009, the "Ultimate Power Meal" was manufactured, distributed, sold, and retailed in a defective condition by the defendants herein.

178. At all times herein mentioned, the "Ultimate Power Meal" was inherently dangerous.

179. Plaintiff, PATRICIA AMATO was injured.

180. Plaintiff, PATRICIA AMATO was seriously injured.

181. The defects and hazards complained of were substantial factors in causing the injuries sustained by plaintiff, PATRICIA AMATO.

182. At the time of the occurrence herein, the "Ultimate Power Meal" was being used for the purposes and in a manner normally intended and reasonably foreseeable.

183. At the time of the occurrence herein, plaintiff, PATRICIA AMATO, could not, by the exercise of reasonable care, have discovered the defects herein mentioned and/or perceived their danger.

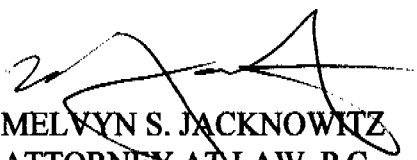
184. Defendants have become strictly liable in tort for the design, marketing, manufacture, inspection, testing, sale, leasing and/or distribution of a defective product, which caused injuries to the plaintiff, PATRICIA AMATO.

185. By reason of the foregoing, plaintiff has been damaged in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter and plaintiff seeks punitive damages in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter.

WHEREFORE, plaintiff demands judgment as against the defendants on the First, Second, Third, and Fourth Causes of Action in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter, and plaintiffs seek punitive damages in a sum which exceeds the jurisdictional limits of all lower

courts that would otherwise have jurisdiction over the within matter, all together with interest from the 1st day of November, 2009, together with the costs and disbursements of this action.

Date: New York, New York
June 8, 2010



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Index No.

Cal. No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PATRICIA AMATO,,

Plaintiff(s),

against

ARCHON VITAMIN CORP., TRIARCO INDUSTRIES, INC., GARY NULL & ASSOCIATES,
INC., and GARY NULL, Individually,

Defendant(s)

SUMMONS AND COMPLAINT

FILED

JUN 16 2018

COUNTY CLERK'S OFFICE
NEW YORK

MELVYN S. JACKNOWITZ, ESQ.
Attorney for Plaintiff(s)
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Dated: New York, NY

TO:

PLEASE TAKE NOTICE: