

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

Index No.
Date purchased:

-----X
JACK A. SHULMAN, individually and as Executor
of the ESTATE OF HELEN K. SHULMAN a/k/a
HELEN SHULMAN and THE ESTATE OF HELEN
K. SHULMAN a/k/a HELEN SHULMAN,

11114607

Plaintiffs,

Plaintiffs designate
New York
County as the place of trial.
The basis of the venue is
Defendant "Null" place of
residence

-against-

TRIARCO INDUSTRIES, INC., ARCHON VITAMIN
CORP., GARY NULL & ASSOCIATES, INC., GARY
NULL'S UPTOWN WHOLE FOODS, INC., GARY NULL
CONSULTING, INC. and GARY NULL, individually,

SUMMONS
Plaintiff resides at
655 Hillcrest Avenue
Westfield, NJ 07090

Defendants.
-----X

To the above named Defendants

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 Attorneys 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
December 29, 2011

Antin, Ehrlich & Epstein, LLP
Attorneys for Plaintiff
49 West 37th Street, 7th Floor
New York, New York 10018
(212) 221-5999

Defendant's address:

Triarco Industries, Inc.
400 Hamburg Turnpike
Wayne, New Jersey 07470
Archon Vitamin Corporation
209 40th Street
Irvington, New Jersey 07111
Gary Null & Associates, Inc.
c/o Sec of State
Gary Null's Uptown Whole Foods, Inc.
c/o Sec of State
Gary Null Consulting, Inc., c/o Sec of State

By: _____
Jeffrey S. Antin

Gary Null
2307 Broadway
New York, New York 10024

FILED

DEC 29 2011

COUNTY CLERK'S OFFICE
NEW YORK

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

-----X
JACK A. SHULMAN, individually and as
Executor of the ESTATE OF HELEN K. SHULMAN
a/k/a HELEN SHULMAN and THE ESTATE OF HELEN
K. SHULMAN a/k/a HELEN SHULMAN,

Plaintiffs,

- against-

TRIARCO INDUSTRIES, INC., ARCHON
VITAMIN CORP., GARY NULL & ASSOCIATES, INC.,
GARY NULL'S UPTOWN WHOLE FOODS, INC.,
GARY NULL CONSULTING, INC. and GARY NULL,
individually,

Defendants.
-----X

Index No.:

Complaint

Plaintiffs, by and through their attorneys Antin, Ehrlich & Epstein, LLP, complaining of
the defendants, say:

THE PARTIES

1. On or about August 2, 2011, Jack A. Shulman, was issued Limited Testamentary appointing him Executor of the Goods, Chattels and Credits which were of Helen K. Shulman, a/k/a Helen Shulman, deceased, by the Hon. James S. LaCorte, Surrogate and Deputy Clerk of Superior Court of New Jersey Chancery Division, Probate Part, Union County.

2. Upon information and belief, Defendant Triarco Industries, Inc. ("Triarco"), is a New Jersey corporation doing business in the State of New York, residing at 400 Hamburg Turnpike, Wayne, New Jersey.

3. Upon information and belief, Defendant Triarco Industries, Inc. ("Triarco"), derives substantial revenue from interstate commerce, including from the State of New York.

4. Upon information and belief, Defendant Archon Vitamin Corporation ("Archon") is a New Jersey corporation doing business in the state of New York, residing at 209 40th Street, Irvington, New Jersey.

5. Upon information and belief, Defendant Archon Vitamin Corporation ("Archon") derives substantial revenue from interstate commerce, including from the State of New York.

6. Upon information and belief, Defendant Gary Null & Associates, Inc. ("Associates"), is a New York Corporation doing business in the state of New York, residing at 2307 Broadway, New York, New York.

7. Upon information and belief, Defendant Gary Null's Uptown Whole Foods, Inc. ("Uptown"), is a New York Corporation doing business in the state of New York, residing at 2307 Broadway, New York, New York.

8. Upon information and belief, Defendant Gary Null Consulting, Inc. ("Consulting"), is a New York Corporation doing business in the state of New York, residing at 2307 Broadway, New York, New York.

9. Upon information and belief, Defendant, Gary Null, is an individual residing at 2307 Broadway, New York, New York.

10. On November 3, 2009, plaintiffs' decedent purchased two containers of "Gary Null's Ultimate Power Meal" from Null for home consumption as food.

11. In November and December, 2009 and January 2010, plaintiffs' decedent ingested approximately 60 servings of the "Gary Null's Ultimate Power Meal" from those containers, bearing lot numbers "7969-1 Oct-12" and "7969-20ct-12".

12. Upon information and belief, Defendant Triarco was in the business of designing "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.

13. Upon information and belief, Defendant Triarco was in the business of manufacturing "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
14. Upon information and belief, Defendant Triarco was in the business of supplying "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
15. Upon information and belief, Defendant Triarco was in the business of trading "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
16. Upon information and belief, Defendant Triarco was in the business of testing "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
17. Upon information and belief, Defendant Triarco was in the business of examining "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
18. Upon information and belief, Defendant Triarco was in the business of blending "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
19. Upon information and belief, Defendant Triarco was in the business of inspecting "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
20. Upon information and belief, Defendant Triarco was in the business of labeling "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.
21. Upon information and belief, Defendant Triarco was in the business of packaging "Gary Null's Ultimate Power Meal" and/or its components and Subcomponents.
22. Upon information and belief, Defendant Triarco was in the business of selling "Gary Null's Ultimate Power Meal" and/or its components and Subcomponents.
23. Upon information and belief, Defendant Triarco was in the business of advertising "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.

24. Upon information and belief, Defendant Triarco was in the business of marketing "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.

25. Upon information and belief, Defendant Triarco was in the business of distributing "Gary Null's Ultimate Power Meal" and/or its components and Subcomponents.

26. Upon information and belief, Defendant Triarco was in the business of retailing "Gary Null's Ultimate Power Meal" and/or its components and subcomponents.

27. Upon information and belief, prior to November 2009, Defendant Triarco designed "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

28. Upon information and belief, prior to November 2009, Defendant Triarco manufactured "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

29. Upon information and belief, prior to November 2009, Defendant Triarco supplied "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

30. Upon information and belief, prior to November 2009, Defendant Triarco traded "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

31. Upon information and belief, prior to November 2009, Defendant Triarco tested "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

32. Upon information and belief, prior to November 2009, Defendant Triarco examined "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

33. Upon information and belief, prior to November 2009, Defendant Triarco blended "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

34. Upon information and belief, prior to November 2009, Defendant Triarco inspected "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

35. Upon information and belief, prior to November 2009, Defendant Triarco labeled "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

36. Upon information and belief, prior to November 2009, Defendant Triarco packaged "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

37. Upon information and belief, prior to November 2009, Defendant Triarco sold "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

38. Upon information and belief, prior to November 2009, Defendant Triarco advertised "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

39. Upon information and belief, prior to November 2009, Defendant Triarco marketed "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

40. Upon information and belief, prior to November 2009, Defendant Triarco distributed "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

41. Upon information and belief, prior to November 2009, Defendant Triarco retailed "Gary Null's Ultimate Power Meal" or the components and subcomponents thereof.

42. Upon information and belief, Defendant Archon was in the business of designing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

43. Upon information and belief, Defendant Archon was in the business of manufacturing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

44. Upon information and belief, Defendant Archon was in the business of supplying dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

45. Upon information and belief, Defendant Archon was in the business of trading dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

46. Upon information and belief, Defendant Archon was in the business of testing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

47. Upon information and belief, Defendant Archon was in the business of examining dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

48. Upon information and belief, Defendant Archon was in the business of blending dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

49. Upon information and belief, Defendant Archon was in the business of inspecting dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

50. Upon information and belief, Defendant Archon was in the business of labeling dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

51. Upon information and belief, Defendant Archon was in the business of packaging dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

52. Upon information and belief, Defendant Archon was in the business of selling dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

53. Upon information and belief, Defendant Archon was in the business of advertising dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

54. Upon information and belief, Defendant Archon was in the business of marketing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

55. Upon information and belief, Defendant Archon was in the business of distributing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

56. Upon information and belief, Defendant Archon was in the business of retailing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

57. Upon information and belief, prior to November 2009, Defendant Archon designed "Gary Null's Ultimate Power Meal."

58. Upon information and belief, prior to November 2009, Defendant Archon manufactured "Gary Null's Ultimate Power Meal."

59. Upon information and belief, prior to November 2009, Defendant Archon supplied "Gary Null's Ultimate Power Meal."

60. Upon information and belief, prior to November 2009, Defendant Archon traded "Gary Null's Ultimate Power Meal."

61. Upon information and belief, prior to November 2009, Defendant Archon tested "Gary Null's Ultimate Power Meal."
62. Upon information and belief, prior to November 2009, Defendant Archon examined "Gary Null's Ultimate Power Meal."
63. Upon information and belief, prior to November 2009, Defendant Archon blended "Gary Null's Ultimate Power Meal."
64. Upon information and belief, prior to November 2009, Defendant Archon inspected "Gary Null's Ultimate Power Meal."
65. Upon information and belief, prior to November 2009, Defendant Archon labeled "Gary Null's Ultimate Power Meal."
66. Upon information and belief, prior to November 2009, Defendant Archon packaged "Gary Null's Ultimate Power Meal."
67. Upon information and belief, prior to November 2009, Defendant Archon sold "Gary Null's Ultimate Power Meal."
68. Upon information and belief, prior to November 2009, Defendant Archon advertised "Gary Null's Ultimate Power Meal."
69. Upon information and belief, prior to November 2009, Defendant Archon marketed "Gary Null's Ultimate Power Meal."
70. Upon information and belief, prior to November 2009, Defendant Archon distributed "Gary Null's Ultimate Power Meal."
71. Upon information and belief, prior to November 2009, Defendant Archon retailed "Gary Null's Ultimate Power Meal."

72. Upon information and belief, Defendant "Associates" was in the business of designing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

73. Upon information and belief, Defendant "Associates" was in the business of manufacturing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

74. Upon information and belief, Defendant "Associates" was in the business of testing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

75. Upon information and belief, Defendant "Associates" was in the business of examining dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

76. Upon information and belief, Defendant "Associates" was in the business of blending dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

77. Upon information and belief, Defendant "Associates" was in the business of inspecting dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

78. Upon information and belief, Defendant "Associates" was in the business of labeling dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

79. Upon information and belief, Defendant "Associates" was in the business of packaging dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

80. Upon information and belief, Defendant "Associates" was in the business of selling dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

81. Upon information and belief, Defendant "Associates" was in the business of advertising dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

82. Upon information and belief, Defendant "Associates" was in the business of marketing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

83. Upon information and belief, Defendant "Associates" was in the business of distributing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

84. Upon information and belief, Defendant "Associates" was in the business of retailing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

85. Upon information and belief, prior to November 2009, Defendant "Associates" designed "Gary Null's Ultimate Power Meal."

86. Upon information and belief, prior to November 2009, Defendant "Associates" manufactured "Gary Null's Ultimate Power Meal."

87. Upon information and belief, prior to November 2009, Defendant "Associates" tested "Gary Null's Ultimate Power Meal."

88. Upon information and belief, prior to November 2009, Defendant "Associates" examined "Gary Null's Ultimate Power Meal."

89. Upon information and belief, prior to November 2009, Defendant "Associates" blended "Gary Null's Ultimate Power Meal."

90. Upon information and belief, prior to November 2009, Defendant "Associates" inspected "Gary Null's Ultimate Power Meal."

91. Upon information and belief, prior to November 2009, Defendant "Associates" labeled "Gary Null's Ultimate Power Meal."

92. Upon information and belief, prior to November 2009, Defendant "Associates" packaged "Gary Null's Ultimate Power Meal."

93. Upon information and belief, prior to November 2009, Defendant "Associates" sold "Gary Null's Ultimate Power Meal."

94. Upon information and belief, prior to November 2009, Defendant "Associates" advertised "Gary Null's Ultimate Power Meal."

95. Upon information and belief, prior to November 2009, Defendant "Associates" marketed "Gary Null's Ultimate Power Meal."

96. Upon information and belief, prior to November 2009, Defendant "Associates" distributed "Gary Null's Ultimate Power Meal."

97. Upon information and belief, prior to November 2009, Defendant "Associates" retailed "Gary Null's Ultimate Power Meal."

98. Upon information and belief, prior to November 2009, Defendant "Uptown" designed "Gary Null's Ultimate Power Meal."

99. Upon information and belief, prior to November 2009, Defendant "Uptown" manufactured "Gary Null's Ultimate Power Meal."

100. Upon information and belief, prior to November 2009, Defendant "Uptown" tested "Gary Null's Ultimate Power Meal."

101. Upon information and belief, prior to November 2009, Defendant "Uptown" examined "Gary Null's Ultimate Power Meal."

102. Upon information and belief, prior to November 2009, Defendant "Uptown" blended "Gary Null's Ultimate Power Meal."

103. Upon information and belief, prior to November 2009, Defendant "Uptown" inspected "Gary Null's Ultimate Power Meal."

104. Upon information and belief, prior to November 2009, Defendant "Uptown" labeled "Gary Null's Ultimate Power Meal."

105. Upon information and belief, prior to November 2009, Defendant "Uptown" packaged "Gary Null's Ultimate Power Meal."

106. Upon information and belief, prior to November 2009, Defendant "Uptown" sold "Gary Null's Ultimate Power Meal."

107. Upon information and belief, prior to November 2009, Defendant "Uptown" advertised "Gary Null's Ultimate Power Meal."

108. Upon information and belief, prior to November 2009, Defendant "Uptown" marketed "Gary Null's Ultimate Power Meal."

109. Upon information and belief, prior to November 2009, Defendant "Uptown" distributed "Gary Null's Ultimate Power Meal."
110. Upon information and belief, prior to November 2009, Defendant "Uptown" retailed "Gary Null's Ultimate Power Meal."
111. Upon information and belief, prior to November 2009, Defendant "Consulting" designed "Gary Null's Ultimate Power Meal."
112. Upon information and belief, prior to November 2009, Defendant "Consulting" manufactured "Gary Null's Ultimate Power Meal."
113. Upon information and belief, prior to November 2009, Defendant "Consulting" tested "Gary Null's Ultimate Power Meal."
114. Upon information and belief, prior to November 2009, Defendant "Consulting" examined "Gary Null's Ultimate Power Meal."
115. Upon information and belief, prior to November 2009, Defendant "Consulting" blended "Gary Null's Ultimate Power Meal."
116. Upon information and belief, prior to November 2009, Defendant "Consulting" inspected "Gary Null's Ultimate Power Meal."
117. Upon information and belief, prior to November 2009, Defendant "Consulting" labeled "Gary Null's Ultimate Power Meal."
118. Upon information and belief, prior to November 2009, Defendant "Consulting" packaged "Gary Null's Ultimate Power Meal."
119. Upon information and belief, prior to November 2009, Defendant "Consulting" sold "Gary Null's Ultimate Power Meal."

120. Upon information and belief, prior to November 2009, Defendant "Consulting" advertised "Gary Null's Ultimate Power Meal."

121. Upon information and belief, prior to November 2009, Defendant "Consulting" marketed "Gary Null's Ultimate Power Meal."

122. Upon information and belief, prior to November 2009, Defendant "Consulting" distributed "Gary Null's Ultimate Power Meal."

123. Upon information and belief, prior to November 2009, Defendant "Consulting" retailed "Gary Null's Ultimate Power Meal."

124. Upon information and belief, Defendant Gary Null was in the business of designing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

125. Upon information and belief, Defendant Gary Null was in the business of manufacturing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

126. Upon information and belief, Defendant Gary Null was in the business of testing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

127. Upon information and belief, Defendant Gary Null was in the business of examining dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

128. Upon information and belief, Defendant Gary Null was in the business of blending dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

129. Upon information and belief, Defendant Gary Null was in the business of inspecting dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

130. Upon information and belief, Defendant Gary Null was in the business of labeling dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

131. Upon information and belief, Defendant Gary Null was in the business of packaging dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

132. Upon information and belief, Defendant Gary Null was in the business of selling dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

133. Upon information and belief, Defendant Gary Null was in the business of advertising dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

134. Upon information and belief, Defendant Gary Null was in the business of marketing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

135. Upon information and belief, Defendant Gary Null was in the business of distributing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

136. Upon information and belief, Defendant Gary Null was in the business of retailing dietary food supplement products including but not limited to the "Gary Null's Ultimate Power Meal."

137. Upon information and belief, prior to November 2009, Defendant Gary Null designed "Gary Null's Ultimate Power Meal."

138. Upon information and belief, prior to November 2009, Defendant Gary Null manufactured "Gary Null's Ultimate Power Meal."

139. Upon information and belief, prior to November 2009, Defendant Gary Null tested "Gary Null's Ultimate Power Meal."

140. Upon information and belief, prior to November 2009, Defendant Gary Null examined "Gary Null's Ultimate Power Meal."

141. Upon information and belief, prior to November 2009, Defendant Gary Null blended "Gary Null's Ultimate Power Meal."

142. Upon information and belief, prior to November 2009, Defendant Gary Null inspected "Gary Null's Ultimate Power Meal."

143. Upon information and belief, prior to November 2009, Defendant Gary Null labeled "Gary Null's Ultimate Power Meal."

144. Upon information and belief, prior to November 2009, Defendant Gary Null packaged "Gary Null's Ultimate Power Meal."

145. Upon information and belief, prior to November 2009, Defendant Gary Null sold "Gary Null's Ultimate Power Meal."

146. Upon information and belief, prior to November 2009, Defendant Gary Null advertised "Gary Null's Ultimate Power Meal."

147. Upon information and belief, prior to November 2009, Defendant Gary Null marketed "Gary Null's Ultimate Power Meal."

148. Upon information and belief, prior to November 2009, Defendant Gary Null distributed "Gary Null's Ultimate Power Meal."

149. Upon information and belief, prior to November 2009, Defendant Gary Null retailed "Gary Null's Ultimate Power Meal."

150. Upon information and belief, Defendant Triarco furnished, *inter alia*, vitamin D to Archon which was in turn blended into "Gary Null's Ultimate Power Meal."

151. Upon information and belief, certain lots of the vitamin D furnished by Defendant Triarco were at least 1000 times stronger than they ought to have been, such that one serving of "Gary Null's Ultimate Power Meal" contained 1,000,000 international units ("LU.") of vitamin D, rather than the 1000 L U. listed on the product label.

152. Upon information and belief, the "Gary Null's Ultimate Power Meal" which was sold to plaintiffs' decedent and which plaintiffs' decedent repeatedly ingested, bearing lot numbers "7969 1 Oct-12" and "7969-2 Oct-12", contained 1,000,000 international units ("LU.") of vitamin D per serving.

153. Upon information and belief, Defendants Triarco, Archon, "Associates", "Uptown", "Consulting" and Gary Null, and each of them, failed to assay or test the "Gary Null's Ultimate Power Meal" and/or its components and subcomponents to determine if it had, *inter alia*, safe amounts of vitamin D, and failed to communicate with one another concerning the composition of the "Gary Null's Ultimate Power Meal."

154. Upon information and belief, in or about January 2010, Plaintiffs' decedent sustained extremely painful, severe and imminently life threatening injuries to body and mind

which were caused by defendants' product or in which defendants' product was a substantial factor, rendering her sick, sore, lame, disabled, and incapacitated, including but not limited to, permanent partial renal failure, heart damage and hypercalcemia.

155. Defendants Triarco, Archon, "Associates", "Uptown", "Consulting" and Gary Null promulgated a recall letter on or about January 21, 2010, long after plaintiff had ingested over 60 servings of the "Gary Null's Ultimate Power Meal", in which they admitted the product contained at least 1,000,000 international units ("LU.") of vitamin D per serving.

**FOR A FIRST CAUSE OF ACTION AGAINST
DEFENDANT GARY NULL**

156. Plaintiffs repeat, reiterate and reallege the allegations set forth hereinabove at paragraphs 1 through 155 as if more fully set forth herein.

157. The "Gary Null's Ultimate Power Meal" was not fit for its intended purpose.

158. The "Gary Null's Ultimate Power Meal" was not fit for its intended use.

159. The "Gary Null's Ultimate Power Meal" was not fit for human consumption.

160. The "Gary Null's Ultimate Power Meal" was poisonous.

161. The "Gary Null's Ultimate Power Meal" was dangerous and defective.

162. The "Gary Null's Ultimate Power Meal" was hazardous.

163. The "Gary Null's Ultimate Power Meal" was inherently dangerous.

164. The "Gary Null's Ultimate Power Meal" was toxic.

165. The "Gary Null's Ultimate Power Meal" was used by plaintiffs' decedent for its intended purpose and in the intended manner.

166. Plaintiffs' decedent, through the exercise of reasonable care, could not have discovered the defective and dangerous nature of the product or avoided her injuries.

167. Defendants are accordingly strictly liable in tort.

**FOR A SECOND CAUSE OF ACTION AGAINST
DEFENDANT GARY NULL**

168. Plaintiffs repeat, reiterate and reallege the allegations set forth hereinabove at paragraphs 1 through 167 as if more fully set forth herein.

169. Defendants each warranted and represented expressly and impliedly that the "Gary Null's Ultimate Power Meal" was fit, capable and suitable for the uses and purposes for which it was intended to be used, namely, for human consumption.

170. Defendants each warranted and represented expressly and impliedly that the "Gary Null's Ultimate Power Meal" was of merchantable quality.

171. The "Gary Null's Ultimate Power Meal" was not fit, capable or suitable for the uses and purposes for which it was intended to be used, namely, for human consumption.

172. The "Gary Null's Ultimate Power Meal" was not of merchantable quality, nor was it fit, capable or suitable for human consumption.

173. Plaintiffs' decedent relied upon the skills and judgment of the defendants and their representations and warranties in connection with the "Gary Null's Ultimate Power Meal," resulting in her injuries.

174. Defendants breached their express and implied warranties of merchantability and suitability.

**FOR A THIRD CAUSE OF ACTION AGAINST
DEFENDANT GARY NULL**

175. Plaintiffs repeat, reiterate and reallege the allegations set forth hereinabove at paragraphs 1 through 174 as if more fully set forth herein.

176. Defendants failed to timely and adequately warn users of the "Gary Null's Ultimate Power Meal" of its dangerous components and propensities, causing plaintiffs' decedent's injuries.

**FOR A FOURTH CAUSE OF ACTION AGAINST
DEFENDANT GARY NULL**

177. Plaintiffs repeat, reiterate and reallege the allegations set forth hereinabove at paragraphs 1 through 176 as if more fully set forth herein.

178. Defendants were negligent in the designing, manufacturing, testing, examining, blending, inspecting, labeling, packaging, selling, advertising, marketing, distributing and or retailing of the product, causing plaintiffs' decedent's injuries.

**FOR A FIFTH CAUSE OF ACTION AGAINST
DEFENDANT GARY NULL**

179. Plaintiffs repeat, reiterate and reallege the allegations set forth hereinabove at paragraphs 1 through 178 as if more fully set forth herein.

180. Defendants were reckless and grossly negligent in the designing, manufacturing, testing, examining, blending, inspecting, labeling, packaging, selling, advertising, marketing, distributing and or retailing of the product, causing plaintiffs' decedent's injuries.

**AS AND FOR AN SIXTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Wrongful death)**

181. The plaintiffs repeat, reiterate and reallege each and every allegation contained in the paragraphs 1 through 180 above, if more fully set forth herein at length.

182. That at the time of her death, the plaintiffs' decedent was in good physical health, productive, and in possession of all of her faculties.

183. That the plaintiffs' decedent died as a result of her injuries on July 21, 2011.

184. That the plaintiffs' decedent is survived by her son and family.

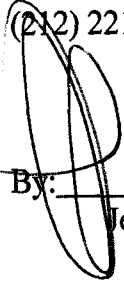
185. That the plaintiffs' decedent's heirs at law and next of kin sustained pecuniary loss as a result of her death including but not limited to, the loss of maintenance, support, comfort, society, companionship, and services.

186. That as a result of the foregoing, plaintiffs' decedent and/or her estate have been damaged in a sum that exceeds the jurisdictional amount of all lower Courts that would otherwise have jurisdiction, and further that plaintiffs' decedent and/or her estate are entitled to punitive damages.

WHEREFORE, plaintiffs seek damages from the defendants for all losses incurred in an amount to be determined at the trial of this action, which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter, together with punitive damages in an amount to be determined at the trial of this action, which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction over the within matter, and for interest from November 3, 2009 together with costs and disbursements of this suit, and attorney's fees.

Dated: New York, New York
December 29, 2011

Antin, Ehrlich & Epstein, LLP
Attorneys for Plaintiffs
49 West 37th Street, 7th Floor
New York, New York 10018
(212) 221-5999

By:  _____
Jeffrey S. Antin

Index No.

Year

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

JACK A. SHULMAN, individually and as Executor of the ESTATE OF HELEN K. SHULMAN a/k/a HELEN SHULMAN and THE ESTATE OF HELEN K. SHULMAND a/k/a HELEN SHULMAN,

Plaintiffs,

-against-

TRIARCO INDUSTRIES, INC., ARCHON VITAMIN CORP., GARY NULL & ASSOCIATES, INC., GARY NULL'S UPTOWN WHOLD FOODS, INC., GARY NULL CONSULTING, INC. and GARY NULL, individually,

Defendants.

SUMMONS AND COMPLAINT

LAW OFFICES OF

ANTIN, EHRLICH & EPSTEIN, LLP

Attorneys for

Plaintiffs

49 WEST 37TH STREET - 7TH FL.
NEW YORK, NEW YORK 10018
TEL: (212) 221-5999
FAX (212) 221-6867

Pursuant to 22 NYCRR 130-1.1a, the undersigned, an attorney admitted to practice in the courts of New York state certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (1) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Service of a copy of the within
Dated:

Is hereby admitted

Attorney(s) for

Dated: _____ Signature: _____

Print Signer's Name: _____