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Be Thin, LLC

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SUPERIOR COURT OF NEW JERSEY
COUNTY OF BERGEN
FINANCE DIVISION

Be Thin, LLC, a New York
Limited Liability
Corporation,

Plaintiff,

- vs. -

Baldev Sandhu, 1800 DRS Diet
LLC, a New Jersey Limited
Liability Corporation, OfECK
& Heinze, L.L.P., a New
Jersey Limited Liability
Corporation, and Mark F.
Heinze,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : BERGEN COUNTY
CIVIL ACTION NO. _____

COMPLAINT

Plaintiff, Be-Thin, LLC, ("Be-Thin"), by and through
its undersigned attorneys, for its complaint against
defendants Baldev Sandhu, 1800 DRS Diet LLC ("1800"), OfECK
& Heinze, L.L.P. (the "O & H") and Mark F. Heinze, alleges
as follows:

THE PARTIES

1. Plaintiff, Be-Thin, LLC, is a New York limited liability company with an address of 200 White Plains Road, Tarrytown, New York.

2. Defendant Baldev Sandhu is a resident of the State of New Jersey, with an address of 1 Hemlock Drive in Cresskill, Bergen County.

3. Defendant 1800 DRS Diet LLC is a New Jersey Limited Liability Corporation with an address of 600 East Palisade Avenue, Englewood Cliffs, Bergen County.

4. Defendant Ofeck & Heinze, L.L.P. is a New Jersey Limited Liability Corporation with an address of 85 Main Street, Suite 204, Hackensack, Bergen County.

5. Defendant Mark F. Heinze is a resident of the State of New Jersey, with an address, upon information and belief, of 213 Fairmount Avenue, Hackensack, Bergen County.

FACTS

6. Plaintiff offers training and guidance to board certified physicians who wish to provide medical weight loss services for the treatment of obesity and weight related illness. The physicians involved in plaintiff's medical weight loss program use the most current standards of care in bariatric medicine, along with FDA-approved

weight loss prescription medications, to help patients lose weight quickly and effectively.

7. Be-Thin also enters into agreements to provide advertising and marketing services to physicians.

8. Plaintiff Sandhu is a former physician with whom two principals of plaintiff contemplated going into business in 2005 with the intention of promoting medical weight loss programs to the public.

9. Ultimately the parties could not come to terms, however, and broke off negotiations in August 2005.

10. In January 2006 Be-Thin was formed without Sandhu.

11. Sandhu established his own diet center business, marketed in part at an Internet website found at <http://www.1800drsdiet.com>, which advertises "turnkey marketing and weight management" to physicians in return for a \$7,995 initial set up fee, plus monthly fees for website and Internet advertising of \$200 and \$1,000 respectively. The site also demonstrates to physicians the additional profits to be made at each juncture of treatment.

12. Sandhu's business was and is not as successful as that of plaintiff.

13. In 2007, more than two years after breaking off negotiations, Sandhu mailed a written solicitation to physicians participating in Be-Thin programs, commonly referred to as "members," saying that "he has received complaints from Be-Thin members, that our phone number is not a "marketable number" and that the Be-Thin business model would "never be successful."

14. In November 2007 attorneys for Be-Thin wrote to Sandhu and demanded that Sandhu cease and desist interfering with the Center's contractual relationship with its members.

15. That same month, one member doctor, Tabitha Fortt, MD, sent a termination letter to Be-Thin in a format suggested by defendant Heinze, a principal in the law firm of defendant H & O, an attorney recommended by defendant Sandhu.

16. Dr. Fortt's withdrawal caused financial loss to Be-Thin.

17. In January, 2008 Sandhu transmitted a letter to all Be-Thin members claiming that the Center's arrangements with them were a violation of franchise regulations.

18. Enclosed in each transmission by Sandhu was a copy of a letter from Heinz in which he, as attorney for

particular Be-Thin member physicians, purported to terminate their contracts with Be-Thin.

19. Sandhu's letter advises the recipient member physicians to "hire an aggressive attorney to get their money back," obviously referring to defendants Heinze and O & H.

20. The information in the letter from defendants Heinze and O & H was calculated by defendants to leave the member recipients with the false impression that an unbiased legal determination had been made by some agency or disinterested attorney as to the legality of the Be-Thin program.

21. No such determination has been made.

22. Defendants Heinze and O & H have, by their above-alleged actions, violated numerous provisions of the Rules of Professional Conduct (RPC) governing attorneys in this State, including the Rules governing attorney advertising, the prohibition of direct contact with prospective clients, the prohibition of the publication or transmission of misleading communications by attorneys, and other provisions of the RPC.

23. On February 7, 2007, attorneys for plaintiff transmitted correspondence to defendant Heinze at defendant O & H, which read as follows:

This office represents Be Thin, LLC ("Be Thin"), to which you have addressed two recent letters on behalf of clients of yours, Physicians Medical Group and Shailaija Menon. In addition, another person whom we have reason to believe is a client of yours - Dr. Baldev Sandhu, a non-practicing MD who is a competitor of Be Thin - has recently transmitted an unknown number of "attack letters" regarding Be Thin, making use of correspondence from your office.

Dr. Sandhu's letters are a misguided and unlawful attempt by him to interfere with the contractual relationships between Be Thin and its clients and otherwise to compete unfairly with Be Thin. Our client is currently considering its options in terms of responding to Dr. Sandhu's actions, including bringing an action for an injunction and damages for wrongful interference with contract under New Jersey law. It also appears that your firm may be disseminating misleading information regarding putative legal questions regarding franchise law as it relates to the Be Thin program in concert with Dr. Sandhu's letter campaign. We note that Dr. Sandhu has included letters from your office in mailings he has sent to clients of Be Thin.

We write now to demand that you either (1) disclose any action or program to discredit Be Thin being undertaken by your office in cooperation with Dr. Sandhu, or (2) explicitly represent that you are not representing Dr. Sandhu, that he is not authorized to use your stationery or your correspondence in connection with his present efforts, and that your firm has instructed him or will immediately instruct him to cease his use of correspondence from your office in his communications with third parties and to take appropriate corrective action regarding those persons with whom he has already been in contact utilizing your firm's letters.

24. Defendants Heinze and O & H did not respond to this correspondence.

COUNT I

Tortious Interference with Contract

25. Be-Thin repeats and realleges the foregoing allegations as if set forth fully herein.

26. Be-Thin has contractual relationships with its members.

27. Defendants are not parties to the relationship between Be-Thin and its members.

1800, aided in the commission of a tort by those defendants.

36. Defendants Heinze and O & H have, by ratifying the actions of defendants Sandhu and 1800, which benefit defendants Heinze and O & H by generating opportunities for legal representation of members of Be-Thin, aided in the commission of a tort by those defendants.

37. Be-Thin has been damaged by defendants' conduct.

WHEREFORE, plaintiff The Be-Thin, LLC., requests that defendant be ordered to pay plaintiff damages in an amount to be determined at trial, enter an injunction barring defendants from continuation of their tortious conduct, and awarding reasonable costs and expenses, including attorneys' fees, and such other relief as shall be determined to be just.

Dated: February 26, 2008



Ronald D. Coleman

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Attorneys for Plaintiff
The Center for Medical Weight
Loss, Inc.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is not the subject of any other court action or arbitration proceeding, and that no other parties should be joined in this action.

Dated: February 26, 2008



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