IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ANDY LESHER, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No.
v.	)	
	)	**JURY TRIAL DEMANDED**
NATROL, INC., a Delaware corporation; NATROL ACQUISITION CORP, a Delaware corporation; NATROL DIRECT, INC., a Delaware corporation; and NATROL PRODUCTS, INC., a Delaware corporation	)	
Defendants.	)	

CLASS ACTION COMPLAINT

Plaintiff Andy Lesher ("Plaintiff" or "Lesher"), individually and on behalf of all others similarly situated, by and through his counsel, brings this Class Action Complaint against Defendants Natrol, Inc. ("Natrol"), Natrol Acquisition Corp. ("Natrol Acquisition"), Natrol Direct, Inc. ("Natrol Direct"), and Natrol Products, Inc. ("Natrol Products") (collectively "Defendants"). Plaintiff, on behalf of himself and all others similarly situated, complains and alleges as follows upon personal knowledge as to himself and his own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by his attorneys.

I. NATURE OF THE ACTION

1. This is a consumer protection class action based on the false advertising of Defendants' Glucosamine Omega-3 product ("Product" or "Glucosamine"). Defendants claim the Product provides significant health benefits for the joints of all consumers who consume the Product. These claimed health benefits are the only reason a consumer would purchase

Glucosamine. Defendants' advertising claims, however, are false, misleading, and reasonably likely to deceive the public.

2. Through an extensive, integrated, and widespread nationwide marketing campaign, Defendants promise that Glucosamine will repair and regenerate cartilages. Defendants assert that the ingredient glucosamine in combination with Omega-3 fish oils will provide these significant health benefits.

3. For example, Glucosamine's packaging prominently advertises "Dual Action Joint Comfort" and "Helps Regenerate Cartilage Tissue." Also, Defendants' Product website represents that the Product "is a powerful combination of Glucosamine and Omega-3 fatty acids to support healthy cartilage tissues and joints." Defendant communicated the same substantive message on all of Glucosamine's packaging and labeling: the Product will increase joint comfort and regenerate cartilage. The joint health benefit message on the packaging of Glucosamine will be collectively referred to as Defendants' "joint health benefit representations."

4. Defendants' advertising and marketing campaign is designed to induce consumers to purchase Glucosamine because of their reliance upon the accuracy of the deceptive health benefits message. As a result of the misleading messages conveyed by its marketing campaign, Defendants have caused consumers to purchase an item that does not perform as advertised.

5. Plaintiff brings this action on behalf of himself and other similarly situated consumers who have purchased Glucosamine to halt the dissemination of these false, misleading and deceptive advertising messages, correct the false and misleading perception Defendants have created in the minds of consumers, and obtain redress for those who have purchased Glucosamine. Plaintiff alleges that Defendants' conduct violates the Illinois Consumer Fraud and

Deceptive Business Practices Act and Consumer Fraud Laws similar to that of Illinois under the facts particular to this case.

II. JURISDICTION AND VENUE

6. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of $5,000,000 and is a class action in which there are in excess of 100 class members and the members of the Class are citizens of States different from Defendants.

7. This Court has personal jurisdiction over Defendants because Defendants conduct business in Illinois. Defendants have marketed, promoted, distributed, and sold Glucosamine in Illinois, and Defendants have sufficient minimum contacts with this State and/or sufficiently avails itself of the markets in this State through its promotion, sales, and marketing within this State to render the exercise of jurisdiction by this Court permissible.

8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(a) and (b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred while he resided in this judicial district. Venue is also proper under 18 U.S.C. § 1965(a) because Defendant transacts substantial business in this District.

III. PARTIES

Plaintiff

9. Plaintiff is a citizen of the State of Illinois. At all relevant times, he was domiciled in Kane County, Illinois. In February, 2014, Plaintiff saw Defendants' representations by reading Glucosamine's label at a local Vitamine Shoppe. In reliance on the joint health benefit representations on the label, Plaintiff purchased Glucosamine. By purchasing the falsely advertised Product, Plaintiff suffered injury-in-fact and lost money.

10. Glucosamine does not provide the promised benefits. Had Plaintiff known the truth about Defendants' misrepresentations and omissions at the time of his purchase, Plaintiff would not have purchased the Product.

Defendants

11. Defendant Natrol Inc. is a Delaware corporation. Its principal place of business is located at 21411 Prairie Street, Chatsworth, California. Defendant manufactures, distributes, markets, and/or sells Glucosamine to tens of thousands of consumers in Illinois and throughout the United States.

12. Defendant Natrol Acquisition Corp. is a Delaware corporation. Its principal place of business is located at 21411 Prairie Street, Chatsworth, California. Defendant manufactures, distributes, markets, and/or sells Glucosamine to tens of thousands of consumers in Illinois and throughout the United States.

13. Defendant Natrol Direct, Inc. is a Delaware corporation. Its principal place of business is located at 21411 Prairie Street, Chatsworth, California. Defendant manufactures, distributes, markets, and/or sells Glucosamine to tens of thousands of consumers in Illinois and throughout the United States.

14. Defendant Natrol Product, Inc. is a Delaware corporation. Its principal place of business is located at 21411 Prairie Street, Chatsworth, California. Defendant manufactures, distributes, markets, and/or sells Glucosamine to tens of thousands of consumers in Illinois and throughout the United States.

IV. FACTUAL ALLEGATIONS

The Glucosamine Product

15. Defendants sell Glucosamine directly by means of its website. Additionally, a variety of third-party retailers sell the Product on a nationwide basis.

16. Glucosamine is available in bottles of 90 pills, retailing for approximately $28.99. The following is a screen shot of the Product:

17. Since Glucosamine's launch, Defendants have consistently conveyed the message to consumers throughout the United States, including Illinois, that the Product promotes "joint comfort." Defendants have also consistently conveyed the message to consumers throughout the United States that the Product helps to "regenerate cartilage tissue" simply by consumption. Specifically, the back label of the bottle states "Glucosamine, which promotes joint comfort, is combined with Omega-3 fish oil in this powerful formula for joint support. These nutrients have been shown to help repair and regenerate cartilage tissue." Defendants claim that glucosamine and omega-3 fish oil are the primary active ingredients.

18. As more fully set forth below, the scientific evidence indicates no joint health benefits resulting from the consumption of glucosamine, whether taken alone or in combination. Defendants' joint health benefit representations are false, misleading and deceptive.

19. In addition to the primary active ingredients, Glucosamine contains lesser amounts of other ingredients, including borage oil and sodium chondroitin sulfate. As more fully discussed below, neither of these ingredients are effective in providing the joint health benefits represented by Defendants.

20. Even though numerous clinical studies have found that glucosamine—alone or in combination—is ineffective, Defendants continue to make representations on its publicly-available website and on the packaging and labeling for Glucosamine which repeat and reinforce the fraudulent health claims.

Scientific Studies Confirm That Glucosamine is Not Effective And Defendants' Health Benefits Message is False and Deceptive

21. Contrary to Defendants' representations, however, independent studies published at least as early as 2004 have found that glucosamine, alone or in combination with other ingredients including chondroitin, is ***not*** effective in providing the represented joint health benefits.

22. For example, a 2004 study by McAlindon *et al.*, entitled *Effectiveness of Glucosamine For Symptoms of Knee Osteoarthritis: Results From an Internet-Based Randomized Double-Blind Controlled Trial*, 117(9) Am. J. Med. 649-9 (Nov. 2004), concluded that glucosamine was no more effective than a placebo in treating the symptoms of knee osteoarthritis – in short, that glucosamine is ineffective.

23. Also as early as 2004, many studies confirmed there is a significant "placebo" effect with respect to consumption of products represented to be effective in providing joint

health benefits such as Glucosamine—more than 30% of persons who took placebos in these studies believed that they were experiencing joint health benefits when all they were taking was a placebo. A 2004 study by Cibere *et al*., entitled *Randomized, Double-Blind, Placebo-Controlled Glucosamine Discontinuation Trial In Knee Osteoarthritis*,51(5) Arthritis Care & Research 738-45 (Oct. 15, 2004), studied users of glucosamine who had claimed to have experienced at least moderate improvement after starting glucosamine. These patients were divided into two groups – one that continued using glucosamine and one that was given a placebo. For six months, the primary outcome observed was the proportion of disease flares in the glucosamine and placebo groups. A secondary outcome was the time to disease flare. The study results reflected that there were no differences in either the primary or secondary outcomes for glucosamine and placebo. The authors concluded that the study provided no evidence of symptomatic benefit from continued use of glucosamine – in other words, any prior perceived benefits were due to the placebo effect and not glucosamine.

24. As a study sponsored by the National Institute of Health ("NIH") concluded: "The analysis of the primary outcome measure did not show that either [glucosamine or chondroitin], alone or in combination, was efficacious. . . ." Clegg, D., *et al.*, Glucosamine, Chondroitin Sulfate, and the Two in Combination for Painful Knee Osteoarthritis, 354 New England J. of Med. 795, 806 (2006) ("2006 GAIT Study"). The study authors rigorously evaluated the effectiveness of glucosamine hydrochloride and chondroitin, alone and in combination, on osteoarthritis for six months. According to the study's authors, "The analysis of the primary outcome measure did not show that either supplement, alone or in combination, was efficacious.

. ." 2006 GAIT Study at 806.[1] Subsequent GAIT studies in 2008 and 2010 reported that glucosamine and chondroitin did not rebuild cartilage[2] and were otherwise ineffective – even in patients with moderate to severe knee pain for which the 2006 reported results were inconclusive. *See* Sawitzke, A.D., *et al.*, The Effect of Glucosamine and/or Chondroitin Sulfate on the Progression of Knee Osteoarthritis: A GAIT Report, 58(10) J. Arthritis Rheum. 3183–91 (Oct. 2008); Sawitzke, A.D., Clinical Efficacy And Safety Of Glucosamine, Chondroitin Sulphate, Their Combination, Celecoxib Or Placebo Taken To Treat Osteoarthritis Of The Knee: 2-Year Results From GAIT, 69(8) Ann Rhem. Dis. 1459-64 (Aug. 2010).

25. The GAIT studies are consistent with the reported results of prior and subsequent studies. For example, the National Collaborating Centre for Chronic Conditions ("NCCCC") reported "the evidence to support the efficacy of glucosamine hydrochloride as a symptom modifier is poor" and the "evidence for efficacy of chondroitin was less convincing." NCCCC, Osteoarthritis National Clinical Guideline for Care and Management of Adults, Royal College of Physicians, London 2008. Consistent with its lack of efficacy findings, the NCCCC Guideline did not recommend the use of glucosamine or chondroitin for treating osteoarthritis. *Id.* at 33.

26. A study by Rozendaal *et al.*, entitled *Effect of Glucosamine Sulfate on Hip Osteoarthritis*, 148 Ann. of Intern. Med. 268-77 (2008), assessing the effectiveness of glucosamine on the symptoms and structural progression of hip osteoarthritis during 2 years of treatment, concluded that glucosamine was no better than placebo in reducing symptoms and progression of hip osteoarthritis.

---

[1] The 2006 GAIT Study was funded by the National Center for Complementary & Alternative Medicine and the National Institute of Arthritis and Musculoskeletal and Skin Diseases, two components of NIH.

[2] To similar effect, a study by Kwok, et al., entitled *The Joints On Glucosamine (JOG) Study: A Randomized, Double-Blind, Placebo-Controlled Trial To Assess The Structural Benefit Of Glucosamine In Knee Osteoarthritic Based On 3T MRI*, 60 Arthritis Rheum 725 (2009) concluded that glucosamine was not effective in preventing the worsening of cartilage damage.

27. A 2010 meta-analysis by Wandel, *et al.*, entitled *Effects of Glucosamine, Chondroitin, Or Placebo In Patients With Osteoarthritis Or Hip Or Knee: Network Meta-Analysis*, BMJ 341:c4675 (2010), examined prior studies involving glucosamine and chondroitin, alone or in combination, and whether they relieved the symptoms or progression of arthritis of the knee or hip. The study authors reported that glucosamine and chondroitin, alone or in combination, did not reduce joint pain or have an impact on the narrowing of joint space: "Our findings indicate that glucosamine, chondroitin, and their combination do not result in a relevant reduction of joint pain nor affect joint space narrowing compared with placebo." *Id.* at 8. The authors further concluded "We believe it unlikely that future trials will show a clinically relevant benefit of any of the evaluated preparations." *Id.*

28. On July 7, 2010, Wilkens *et al.*, reported that there was no difference between placebo and glucosamine for the treatment of low back pain and lumbar osteoarthritis and that neither glucosamine nor placebo were effective in reducing pain related disability. The researchers also concluded that, "Based on our results, it seems unwise to recommend glucosamine to all patients" with low back pain and lumbar osteoarthritis. Wilkens *et al.*, *Effect of Glucosamine on Pain-Related Disability in Patients With Chronic Low Back Pain and Degenerative Lumbar Osteoarthritis*, 304(1) JAMA 45-52 (July 7, 2010).

29. In 2011, Miller and Clegg, after surveying the clinical study history of glucosamine and chondroitin, reported that, "The cost-effectiveness of these dietary supplements alone or in combination in the treatment of OA has not been demonstrated in North America." Miller, K. and Clegg, D., *Glucosamine and Chondroitin Sulfate*, Rheum. Dis. Clin. N. Am. 37 103-118 (2011). Studies that fail to demonstrate results are evidence that the studied material does not provide those results.

The Impact of Defendants' Wrongful Conduct

30. Despite clinical studies that show the ingredients of the Product are ineffective, Defendants conveyed and continue to convey one uniform health message: Glucosamine helps regenerate cartilage and increases joint comfort.

31. As the distributor of the Glucosamine, Defendants possesses specialized knowledge regarding the content and effects of the ingredients contained in the Product and is in a superior position to know whether Glucosamine works as advertised.

32. Specifically, Defendants knew, but failed to disclose, that the Product does not provide the joint health benefits represented and that well-conducted, clinical studies have found the ingredients in Glucosamine to be ineffective in providing the benefits represented by Defendants. Plaintiff and Class members have been and will continue to be deceived or misled by Defendants' false and deceptive representations. Plaintiff purchased Glucosamine during the Class period and in doing so, read and considered the Product's label and based his decision to purchase Glucosamine on the joint health benefit representations on the Product packaging. Defendants' joint health benefit representations and omissions were a material factor in influencing Plaintiff's decision to purchase the Product.

33. The only purpose for purchasing Glucosamine is to obtain the represented joint health benefits. There are no other reasons for Plaintiff and the Class to have purchased the Product.

34. Plaintiff and the Class would not have purchased the Product had they known Defendants' joint health benefit statements were false and misleading and that clinical cause and effect studies have found the ingredients to be ineffective for the represented joint health benefits.

35. As a result, Plaintiff and the Class members have been injured in fact in their purchases of Glucosamine in that they were deceived into purchasing a product that does not perform as advertised.

36. Defendants, by contrast, reaped enormous profit from its false marketing and sale of the product.

V. CLASS ALLEGATIONS

37. Plaintiff brings this action on behalf of himself and all other similarly situated Class members pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure and seeks certification of the following Class against Defendant for violations of Illinois state laws and similar laws in other states:

Multi-State Class Action

> All persons who, within the applicable statute of limitations under their respective state's consumer fraud act,[3] purchased the Natrol Glucosamine Omega-3 product.

Excluded from the Class are Defendants, its parents, subsidiaries, affiliates, officers and directors, and those who purchased Glucosamine for the purpose of resale.

[3] While discovery may alter the following, Plaintiff preliminarily avers that the other states with similar consumer fraud laws under the facts of this case include, but are not limited to: Arkansas (Ark. Code § 4-88-101, *et seq.*); California (Cal. Bus. & Prof. Code §17200, *et seq.* and Cal. Civil Code § 1750, *et seq.*); Colorado (Colo. Rev. Stat. § 6-1-101, *et seq.*); Connecticut (Conn. Gen. Stat. § 42-110, *et seq.*); Delaware (Del. Code tit. 6, § 2511, *et seq.*); District of Columbia (D.C. Code § 28-3901, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Hawaii (Haw. Rev. Stat. § 480-1, *et seq.*); Idaho (Idaho Code § 48-601, *et seq.*); Illinois (815 ICLS § 505/1, *et seq.*); Maine (Me. Rev. Stat. tit. 5 § 205-A, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); Montana (Mo. Code. § 30-14-101, *et seq.*); Nebraska (Neb. Rev. Stat. § 59-1601, *et seq.*); Nevada (Nev. Rev. Stat. § 598.0915, *et seq.*); New Hampshire (N.H. Rev. Stat. § 358-A:1, *et seq.*); New Jersey (N.J. Stat. § 56:8-1, *et seq.*); New Mexico (N.M. Stat. § 57-12-1, *et seq.*); New York (N.Y. Gen. Bus. Law § 349,*et seq.*); North Dakota (N.D. Cent. Code § 51-15-01, *et seq.*); Oklahoma (Okla. Stat. tit. 15, § 751, *et seq.*); Oregon (Or. Rev. Stat. § 646.605, *et seq.*); Rhode Island (R.I. Gen. Laws § 6-13.1-1, *et seq.*); South Dakota (S.D. Code Laws § 37-24-1, *et seq.*); Virginia (VA Code § 59.1-196, *et seq.*); Vermont (Vt. Stat. tit. 9, § 2451, *et seq.*); Washington (Wash. Rev. Code § 19.86.010, *et seq.*); West Virginia (W. Va. Code § 46A-6-101, *et seq.*); and Wisconsin (Wis. Stat. § 100.18, *et seq.*).

38. In the alternative, Plaintiff brings this action on behalf of himself and all other similarly situated Illinois residents pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure and seeks certification of the following Class:

Illinois Class Action

All Illinois residents who, within the applicable statute of limitations, purchased the Natrol Glucosamine Omega-3 product.

Excluded from the Class are Defendant, its parents, subsidiaries, affiliates, officers and directors, and those who purchased Glucosamine for the purpose of resale.

39. Certification of Plaintiff's claims for classwide treatment is appropriate because Plaintiff can prove the elements of his claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

40. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Class are so numerous that individual joinder of all Class members is impracticable. On information and belief, there are thousands of consumers who have been damaged by Defendants' wrongful conduct as alleged herein. The precise number of Class members and their addresses are presently unknown to Plaintiff, but may be ascertained from Defendants' books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

41. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

(a) Whether the representations discussed herein that Defendants made about Glucosamine were or are misleading, or likely to deceive;

(b) Whether Plaintiff and the Class members were deceived by Defendants'

representations;

(c) Whether Defendants' conduct constitutes violations of the laws asserted herein;

(d) Whether Plaintiff and Class members have been injured and the proper measure of their losses as a result of those injuries;

(e) Whether Plaintiff and Class members are entitled to an award of compensatory/actual damages; and

(f) Whether the Plaintiff and Class members are entitled to injunctive or declaratory relief.

42. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through the uniform misconduct described above and were subject to Defendants' deceptive and misleading conduct.

43. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the other Class members he seeks to represent; he has retained counsel competent and experienced in complex commercial and class action litigation; and Plaintiff intends to prosecute this action vigorously. The interests of the Class members will be fairly and adequately protected by the Plaintiff and his counsel.

44. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** Defendant has acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to Class members as a whole.

45. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy,

and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class members to individually seek redress for Defendants' wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, 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.

VI. CLAIMS ALLEGED

COUNT I
Violation of the Illinois Consumer Fraud Act, 815 ILCS 502/2

46. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

47. In Illinois, the "Consumer Fraud and Deceptive Business Practices Act" 815 Ill. Comp. Stat. 502/2, *et seq*. ("the Act"), like the consumer fraud acts of numerous other states across the nation, prohibits deceptive acts and practices in trade or commerce, including the sale of Glucosamine by Defendant.

48. Plaintiff and the Class were injured by Defendants' deceptive misrepresentations, concealments and omissions. These misrepresentations, concealments and omissions were material, and deceived Plaintiff and the Class.

49. Defendants do business in Illinois, sell and distribute Glucosamine in Illinois, and engage in deceptive acts and practices in connection with the sale of the Product in Illinois and elsewhere in the United States.

50. Defendants created and caused the joint health benefit claims to be published to consumers in connection with the sale of Glucosamine.

51. The Product that Plaintiff and the Class purchased is a "consumer item" as that term is defined under the Act.

52. Defendants misrepresent and deceptively conceal, suppress and/or omit material information known to Defendants as set forth above concerning Glucosamine which has caused damage and injury to Plaintiff and the Class.

53. Defendants' deceptive acts are occurring in a course of conduct involving trade and commerce in Illinois and throughout the United States.

54. Defendants' deceptive acts proximately caused actual injury and damage to Plaintiff and the Class.

55. Defendants intended Plaintiff and all Class members to rely on its deceptive acts.

56. Defendants' conduct constituted a consumer fraud under the Illinois Consumer Fraud Act and similar laws in other states.

VII. JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of all claims in this Complaint so triable.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other members of the Class proposed in this Complaint, respectfully requests that the Court enter an Order awarding the following relief:

(a) Certifying this action as a class action—either as a multi-state class or, in the alternative, as an Illinois class;

(b) Awarding compensatory and actual damages, including restitution and disgorgement of Defendants' revenues to Plaintiff and the other Class members generated from the unlawful practices set forth herein;

(c) Enjoining Defendant from continuing the unlawful practices set forth herein;

(d) Awarding statutory damages to Plaintiff and the other Class members, as provided by the applicable Consumer Fraud Acts;

(e) Awarding attorneys' fees and costs to Plaintiff and the other members of the Class; and

(f) Such other and further relief as the Court deems just and proper.

Dated: March 17, 2014

Respectfully submitted,

ANDY LESHER, individually and on behalf of all others similarly situated

By _____
One of the Attorneys for Plaintiff
And the Proposed Putative Class

Joseph J. Siprut
jsiprut@siprut.com
Gregg M. Barbakoff
gbarbakoff@siprut.com
Gregory W. Jones
gjones@siprut.com
SIPRUT PC
17 North State Street
Suite 1600
Chicago, Illinois 60602
312.236.0000
Fax: 312.267.1906

4848-0881-7945, v. 1