



KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN 249203)
ak@kazlg.com
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

E-FILED
2/19/2021 4:30 PM
Superior Court of California
County of Fresno
By: A. Ramos, Deputy

BLACK OAK LAW FIRM
Adib Assassi, Esq. (SBN 301036)
adib@blackoaklaw.com
1100 W. Town and Country Rd., Ste 1250
Orange, CA 92868
Telephone: (800) 500-0301
Facsimile: (800) 500-0301

Attorneys for Plaintiff,
Chad Casey

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO – UNLIMITED CIVIL**

**CHAD CASEY, Individually and
On Behalf of All Others Similarly
Situated,**

Plaintiff,

v.

MEDCURSOR, INC.,

Defendant.

Case No.:21CECG00507

CLASS ACTION COMPLAINT

- I. VIOLATION OF THE
SONG-BEVERLY
CONSUMER WARRANTY
ACT;**
- II. VIOLATION OF THE
CONSUMER LEGAL
REMEDIES ACT;**
- III. VIOLATION OF
CALIFORNIA'S UNFAIR
COMPETITION LAW**

JURY TRIAL DEMANDED

1 Plaintiff Chad Casey ("Plaintiff"), on behalf of himself and others similarly
2 situated, brings this class action suit against Medcursor, Inc. ("Defendant") for
3 violations of California's Song Beverly Consumer Warranty Act ("SBA"), *California*
4 *Civil Code* §§ 1790, *et seq.*; California's Consumer Legal Remedies Act ("CLRA"),
5 *California Civil Code* §§ 1750, *et seq.*; and California's Unfair Competition Law
6 ("UCL"), *California Business and Professions Code* §§ 17200, *et seq.*

7 **SUMMARY**

- 8 1. Defendant is a manufacturer of products and advertises that its products are sold
9 with express warranties.
- 10 2. Defendant includes within its product packaging warranty registration
11 instructions and also makes its warranty registration form available online.
- 12 3. The SBA explicitly requires a manufacturer who chooses to provide a warranty
13 or product registration card or form, or an electronic online warranty or product
14 registration form, to be completed and returned by the consumer, to have the
15 card or form include statements that:
- 16 a. Inform the consumer that the card or form is for product registration; and,
17 b. Inform the consumer that failure to complete and return the card or form
18 does not diminish the individual's warranty rights.
- 19 4. Defendant intentionally omits any such statements that are expressly required by
20 the SBA.
- 21 5. As a result of Defendant's unlawful and deceitful business practices, Defendant
22 is able to chill warranty claims and benefit economically by duping consumers
23 into thinking they do not have warranty rights unless they fill out the form and
24 provide their personal information to Defendant. Or even worse, consumers
25 actually do not have the warranties that were promised to them when they
26 purchased their products as they must now register their warranties, a
27 requirement that was not disclosed at the time of purchase. Consumers are thus
28 additionally deceived into purchasing products they would not have, had they



1 known they did not actually come with warranties.

2 6. Either scenario results in Defendant benefitting at the consumer's expense.

3 7. Defendant's unlawful and deceptive practices alleged herein violate the SBA, the
4 CLRA, and the UCL.

5 **PARTIES**

6 8. Plaintiff is, and at all times mentioned herein was, an individual residing in the
7 County of Fresno, State of California.

8 9. Plaintiff is a purchaser of Defendant's Neck Shoulder Massager with Heat,
9 Electric Shiatsu Back Massage Device (the "Product").

10 10. Defendant is a Nevada Corporation that does continuous and substantial business
11 throughout the state of California, including Fresno County.

12 11. At all relevant times, Defendant was engaged in the business of marketing,
13 supplying, and selling its products, including the Product purchased by Plaintiff,
14 to the public through a system of marketers, retailers and distributors.

15 12. All acts of employees of Defendant as alleged were authorized or ratified by an
16 officer, director, or managing agent of the employer.

17 **JURISDICTION AND VENUE**

18 13. Subject matter jurisdiction is proper in this Court for the California statutory
19 causes of action.

20 14. This Court has personal jurisdiction over Defendant because Defendant
21 conducts business in the County of Fresno, State of California; and, Plaintiff
22 was injured in the County of Fresno, where Plaintiff resides.

23 15. Venue is proper.

24 **FACTUAL ALLEGATIONS**

25 16. On or about December 15, 2020, Plaintiff searched online for a new neck and
26 shoulder massager.

27 17. Plaintiff saw Defendant's Product, the Neck Shoulder Massager with Heat,
28 Electric Shiatsu Back Massage Device, advertised for sale.

1 18. It was represented to Plaintiff that the Product was accompanied by Defendant's
2 12-month express warranty.

3 19. Relying on, and valuing, the affirmative warranty promise made regarding the
4 product, Plaintiff purchased the Product for approximately \$56.00 through
5 Amazon.com.

6 20. Upon opening the Product's packaging, Plaintiff discovered that it did not come
7 with a warranty as Plaintiff was led to believe.

8 21. Contained within the Product's packaging was a registration card with
9 instructions requiring Plaintiff to "register" the Product's warranty online within
10 30 days of the purchase date in order to receive the warranty benefits that were
11 promised.

12 22. Specifically, Plaintiff was instructed to register for the Product's warranty at
13 <https://registration.medcursor.com/>, which contained, in part, the following
14 deceptive language referring to the Product's warranty as insurance: "In order to
15 complete your 1 year replacement insurance registration online, please fill up the
16 form with your details."¹

17 23. The warranty registration card and online registration form failed to inform
18 Plaintiff that it was for *product* registration only, and did not inform Plaintiff that
19 failure to complete and return the card or online form did *not diminish Plaintiff's*
20 *warranty rights* as required by *California Civil Code* § 1793.1.

21 24. Upon information and belief, Defendant uses the personal information it collects
22 from such cards for its own business and marketing purposes and for its own
23 economic benefit.

24 25. Upon information and belief, Defendant intends for the warranty registration
25 card and online form to have a chilling effect on warranty claims, preventing
26 customers who have not registered, or who choose not to register, their
27

28 ¹ <https://registration.medcursor.com/> (last visited Dec. 30, 2020).

1 warranties from making warranty claims, thereby saving Defendant money in
2 warranty repair and administration costs.

3 26. Defendant has no right to access personal customer information through
4 warranty registration for these purposes, by not making the legally mandated
5 disclosures to customers.

6 27. Had the Product's exterior packing disclosed that the warranty was contingent on
7 registration by Plaintiff providing his personal information, Plaintiff would not
8 have purchased the Product, or alternatively would not have paid a premium for
9 the Product.

10 28. Plaintiff has not received the Product that Plaintiff bargained for.

11 **CLASS ALLEGATIONS**

12 29. Plaintiff brings this action on behalf of himself and on behalf of all others
13 similarly situated (the "Class"), pursuant to California Code of Civil Procedure
14 Section 382.

15 30. Plaintiff represents and is a member of the Classes, consisting of:

16 a. All persons who purchased one or more of Defendant's
17 products within California during the four (4) years
18 immediately preceding the filing of the Complaint through
19 the date of class certification, which were accompanied by a
20 warranty or product registration card or form, or an
21 electronic online warranty or product registration form, to
22 be completed and returned by the consumer, which do not
23 contain statements, each displayed in a clear and
24 conspicuous manner, informing the consumer that: i) the
card or form is for product registration, and ii) informing
the consumer that failure to complete and return the card or
form does not diminish his or her warranty rights.

25 b. All persons who purchased one or more of Defendant's
26 products within California during the three (3) years
27 immediately preceding the filing of the Complaint through
28 the date of class certification, which were advertised as
being accompanied with an express warranty but which do



1 not contain a warranty, and/or contain warranty activation,
2 confirmation or registration cards requiring persons to
3 provide their personal data or take additional steps in order
4 to receive a warranty.

5 31. Products that meet the above Class definition are referred to herein as "Class
6 products."

7 32. Defendant and its employees or agents are excluded from the Classes.

8 33. Plaintiff does not presently know the number of members in the Classes but
9 believes the Class members number in the several thousands, if not
10 substantially more. Thus, this matter should be certified as a class action to
11 assist in the expeditious litigation of this matter.

12 34. Plaintiff and members of the Classes were harmed by the acts of Defendant in
13 violating Plaintiff's and the putative Class members' rights.

14 35. Plaintiffs reserve the right to expand the class definition to seek recovery on
15 behalf of additional persons as warranted, as facts are learned through further
16 investigation and discovery.

17 36. The joinder of the Class members is impractical and the disposition of their
18 claims in the class action will provide substantial benefits both to the parties
19 and to the court.

20 37. The Classes can be identified through Defendant's records, Defendant's
21 agents' records, and/or records of the retailer from which the products were
22 purchased.

23 38. There is a well-defined community of interest in the questions of law and fact
24 to the Class that predominate over questions which may affect individual
25 Class members, including the following:

- 26 a. Whether the Class products were sold with warranty or product
27 registration cards or forms, or electronic online warranty or product
28 registration forms, which did not contain statements, each displayed in a

1 clear and conspicuous manner, informing the consumer that the card or
2 form is for product registration, and informing the consumer that failure
3 to complete and return the card or form does not diminish his or her
4 warranty rights.

5 b. Whether the Class products were sold with warranty or product
6 registration cards or forms, or electronic online warranty or product
7 registration forms.

8 c. Whether the Class products were sold with express warranties;

9 d. Whether the Class products make warranty rights contingent on
10 registration;

11 e. Whether Defendant intends warranty registration to act as a barrier to
12 warranty claims;

13 f. Whether Defendant intends to use warranty registration as a means for
14 obtaining Class members' personal information;

15 g. How Defendant uses Class members' personal information;

16 h. Whether Defendant violated the SBA by making Class products'
17 warranties contingent on registration;

18 i. Whether Defendant violated the SBA by not disclosing to Class
19 members that by not submitting warranty registration cards, or online
20 forms, their warranty rights would not be diminished;

21 j. Whether Defendant engaged in false or deceptive advertising practices in
22 violation of the CLRA by not disclosing the warranty registration
23 requirement of Class products to Class members prior to their
24 purchases;

25 k. Whether Defendant is liable for damages, and the amount of such
26 damages; and

27 l. Whether Class members are entitled to equitable relief including
28 injunctive relief.



1 39. Plaintiff's claims are typical of the claims of the Classes since Plaintiff
2 purchased a Class product, as did each member of the Classes.

3 40. Plaintiff and all Class members sustained injuries arising out of Defendant's
4 wrongful conduct and deception.

5 41. Plaintiff is advancing the same claims and legal theories on behalf of herself
6 and all absent Class members.

7 42. Plaintiff will fairly and adequately represent and protect the interests of the
8 Classes in that Plaintiff has no interests antagonistic to any member of the
9 Classes.

10 43. Absent a class action, the Classes will continue to face the potential for
11 irreparable harm. In addition, these violations of law will be allowed to proceed
12 without remedy and Defendant will likely continue such illegal conduct.

13 44. Plaintiff has retained counsel experienced in handling class action claims and
14 individual claims involving breach of warranties and unlawful business
15 practices.

16 45. A class action is a superior method for the fair and efficient adjudication of this
17 controversy. The injury suffered by each individual Class member is relatively
18 small in comparison to the burden and expense of individual prosecution of the
19 complex and extensive litigation necessitated by Defendant's conduct. It would
20 be virtually impossible for members of the Classes individually to redress
21 effectively the wrongs done to them. Even if the members of the Class could
22 afford such individual litigation, the court system could not. Individualized
23 litigation presents a potential for inconsistent or contradictory judgments.
24 Individualized litigation increases the delay and expense to all parties, and to
25 the court system, presented by the complex legal and factual issues of the case.

26 46. By contrast, the class action device presents far fewer management difficulties,
27 and provides the benefits of single adjudication, an economy of scale, and
28 comprehensive supervision by a single court. Upon information and belief,



1 members of the Classes can be readily identified and notified based on, inter
2 alia, Defendant's own records, product serial numbers, submitted warranty
3 activation cards, warranty claims, registration records, and database of
4 complaints.

5 47. Defendant has acted, and continues to act, on grounds generally applicable to
6 the Class, thereby making appropriate final injunctive relief and corresponding
7 declaratory relief with respect to the Class as a whole.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF CAL. CIV. CODE §§ 1790, *ET SEQ.***

10 **CALIFORNIA'S SONG-BEVERLY CONSUMER WARRANTY ACT**

11 48. Plaintiff incorporates all of the above paragraphs of this Complaint as though
12 fully stated in this cause of action.

13 49. The Product and Class products are "consumer goods" as defined by *California*
14 *Civil Code* § 1791(a).

15 50. Plaintiff and Class members are "buyers" as defined by *California Civil Code* §
16 1791(b).

17 51. "Every manufacturer, distributor, or retailer making express warranties with
18 respect to consumer goods shall fully set forth those warranties in simple and
19 readily understood language[.]" *California Civil Code* § 1793.1(a)(1).

20 52. "If the manufacturer, distributor, or retailer provides a warranty or product
21 registration card or form, or an electronic online warranty or product registration
22 form, to be completed and returned by the consumer, the card or form **shall**
23 contain statements, each displayed in a clear and conspicuous manner, that do all
24 of the following:

25 a. Informs the consumer that the card or form is for product registration.

26 b. Informs the consumer that failure to complete and return the card or form
27 does not diminish his or her warranty rights." *California Civil Code* §
28 1793.1(a)(1)(A)-(B).



1 53. "No warranty or product registration card or form, or an electronic online
2 warranty or product registration form, may be labeled as a warranty registration
3 or a warranty confirmation." *California Civil Code* § 1793.1(b).

4 54. By providing a warranty registration cards and online registration form, with
5 Plaintiff's Product and Class members' products which do not inform Plaintiff
6 and Class members that the card is for product registration and that warranty
7 rights will not be diminished if the card is not completed, Defendant is in
8 violation of its affirmative obligations under the SBA.

9 55. By requiring the product warranties be registered within 30 days of purchase,
10 Defendant is in violation of SBA.

11 56. Defendant values its ability to include warranty registration forms with its
12 product packing, and as a result of being permitted to include the forms without
13 the statutorily prescribed language, Defendant received, and continues to
14 receive, a benefit which Plaintiff and Class members did not realize they paid
15 for.

16 57. Had Plaintiff and Class members been aware of these terms, they would not have
17 paid the price they did.

18 58. Plaintiff and Class members would have paid less for their products had they
19 been aware of these terms. The premium paid is a benefit received by Defendant
20 and should be returned to Plaintiff.

21 59. Plaintiff and Class members have been damaged by not receiving the warranty
22 they were promised, or alternatively, even if warranties do exist, by rightfully
23 believing they do not have warranty rights.

24 60. Defendant benefits, at Plaintiff's and Class members' expense, from this tactic as
25 its costs for repairing products under warranty, as well as administering product
26 warranties, are reduced.

27 61. Class members who did provide their personal information have been damaged
28 by being forced to relinquish their personal information based on Defendant's

8 64. Plaintiff and class members are further entitled to recover as part of the judgment
9 a sum equal to the aggregate amount of costs and litigation related expenses,
10 including but not limited to attorney's fees, reasonably incurred in connection
11 with the commencement and prosecution of this action under *California Civil*
12 *Code* §1794(d).

CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT

70. The CLRA prohibits “representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if

- 1 they are of another.” *California Civil Code* §1770(a)(7).
- 2 71. The CLRA prohibits “advertising goods or services with intent not to sell them
3 as advertised.” *California Civil Code* §1770(a)(9).
- 4 72. The CLRA prohibits “representing that a transaction confers or involves rights,
5 remedies, or obligations that it does not have or involve, or that are prohibited by
6 law.” *California Civil Code* §1770(a)(14).
- 7 73. The CLRA prohibits “representing that the consumer will receive a rebate,
8 discount or other economic benefit, if earning the benefit is contingent on an
9 event to occur after the transaction.” *California Civil Code* §1770(a)(17).
- 10 74. Defendant promised, advertised and represented at time of sale that Plaintiff and
11 Class members would receive a warranty with no strings attached.
- 12 75. However, Defendant failed to disclose information which was concealed inside
13 packaging; namely that the warranty must be “registered” within 30 days of
14 purchase in order to receive its benefits.
- 15 76. Defendant’s concealment of material warranty terms and omission of required
16 language was done deliberately and intentionally with the purpose of deceiving
17 Plaintiff and Class members and inducing them into purchasing the Class
18 products, or alternately providing their personal information.
- 19 77. Defendant knows, or should have known, that were it to conspicuously disclose
20 the material warranty terms it hides inside the product packing (even if such
21 terms are not valid), Plaintiff and Class members would not purchase the Class
22 products or would not pay a premium for them.
- 23 78. Thus, Defendant’s conduct violates *California Civil Code* § 1770(a)(5),
24 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).
- 25 79. Plaintiff relied on Defendant’s representations.
- 26 80. As a result of Defendant’s false representations and deceitful conduct regarding
27 its warranties, Plaintiff and Class members were injured because they: (a) would
28 not have purchased the Class products if the true facts were known concerning



1 the Defendant's false and misleading warranty claims at time of purchase, or
2 Plaintiff and Class members would have paid substantially less; (b) paid a
3 premium price for the Class Products as a result of Defendant's false warranties
4 and misrepresentations; (c) purchased products that did not have the sponsorship,
5 characteristics, and qualities promised by Defendant; and (d) had to take
6 additional steps and actions in order to receive the benefit they should have
7 already entitled to.

8 81. Under *California Civil Code* § 1780(a) and (b), Plaintiff, individually and on
9 behalf of the Class, seeks an injunction requiring Defendant to cease and desist
10 the illegal conduct alleged in this Complaint. Specifically, Plaintiff and Class
11 members are entitled to a permanent injunction that compels Defendant to
12 immediately: (1) cease and desist from the continued sale of the products that
13 contain the same or similar misrepresentations as the Class products; (2) initiate
14 a corrective advertising campaign to notify Class members who are victims of
15 the above-described illegal conduct about the true nature the Class products and
16 associated warranty; and (3) initiate a full recall of the Class products with an
17 offer to refund the purchase price, plus reimbursement of interest.

18 82. Pursuant to § 1782(a) of the CLRA, on or about February 19, 2021, Plaintiff's
19 counsel notified Defendant in writing via certified mail return receipt requested
20 of the particular violations of § 1770 of the CLRA and demanded that it rectify
21 the problems associated with the actions detailed above and give notice to all
22 affected consumers of Defendant's intent to act.

23 83. If Defendant fails to respond to Plaintiff's letter, fails to agree to rectify the
24 problems associated with the actions detailed above, or fails to give notice to all
25 affected consumers within 30 days of the date of written notice, Plaintiff reserves
26 the right to amend the Complaint to pursue claims for actual, punitive, and
27 statutory damages, as appropriate against Defendant. As to this cause of action,
28 at this time, Plaintiff seeks only injunctive relief under the CLRA.

84. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff pursuant to *California Civil Code* § 1780(d).

THIRD CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.

CALIFORNIA'S UNFAIR COMPETITION LAW

85. Plaintiff incorporates all of the above paragraphs of this Complaint as though fully stated in this cause of action.

86. The UCL defines “unfair business competition” to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. *California Business and Professions Code* § 17200.

87. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices – but only that such practices occurred.

“Unfair” Prong

88. A business act or practice is “unfair” under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practice against the gravity of the harm to the alleged victims.

89. Defendant’s actions constitute “unfair” business practices because, as alleged above, Defendant engaged in a misleading and deceptive practice of intentionally omitting statutorily mandated warranty disclosures to consumers and making warranty contingent on registration within 30 days of purchase.

90. This is done to trick consumers into believing they don’t have warranty rights in an effort to discourage warranty claim submissions, thus saving Defendant money and increasing its profit margin. Or worse, to actually eliminate the warranty promised at time of purchase.

91. Defendant tricks consumers into providing their personal information in order to



1 obtain a warranty when the consumers are not required to share their personal
2 information to obtain the benefit of an express warranty.

3 92. Defendant's acts and practices offend an established public policy of
4 transparency in warranty rights, and engage in immoral, unethical, oppressive,
5 and unscrupulous activities that are substantially injurious to consumers.

6 93. The harm to Plaintiff and Class members grossly outweighs the utility of
7 Defendant's practices as there is no utility to Defendant's practices.

8 ***"Fraudulent" Prong***

9 94. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
10 members of the consuming public.

11 95. Defendant's acts and practices alleged above constitute fraudulent business acts
12 or practices as they deceived Plaintiff and are highly likely to deceive members
13 of the consuming public.

14 96. By not providing the required statutory language and making warranty rights
15 contingent on registration within 30 days of purchase, Plaintiff and Class
16 members can only draw one conclusion: registration is required in order to
17 receive and access their warranty, contrary to the representations made at time of
18 sale that the Product was accompanied with an express warranty.

19 ***"Unlawful" Prong***

20 97. A business act or practice is "unlawful" under the UCL if it violates any other
21 law or regulation.

22 98. Defendant's acts and practices alleged above constitute unlawful business acts or
23 practices as they have violated the plain language of the SBA as described in
24 Plaintiff's First Cause of Action above.

25 99. As detailed in Plaintiff's Second Cause of Action above, Defendant's acts and
26 practices surrounding the sale also violate several provisions of the CLRA.

27 100. The violation of any law constitutes an "unlawful" business practice under the
28 UCL.

1 101. These acts and practices alleged were intended to or did result in violations of
2 the SBA and the CLRA.

3 102. Defendant's practices, as set forth above, have misled Plaintiff, the Class
4 members, and the public in the past and will continue to mislead in the future.
5 Consequently, Defendant's practices constitute an unlawful, fraudulent, and
6 unfair business practice within the meaning of the UCL.

7 103. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent
8 injunctive relief and order Defendant to cease this unfair competition, as well as
9 disgorgement and restitution to Plaintiff and the Class of all Defendant's
10 revenues associated with its unfair competition, or such portion of those
11 revenues as the Court may find equitable.

12 **PRAYER FOR RELIEF**

13 Plaintiff prays that judgment be entered against Defendant as follows:

- 14 1. That this action be certified as a class action;
- 15 2. That Plaintiff be appointed as the representative of the Classes;
- 16 3. That Plaintiff's attorneys be appointed Class Counsel;
- 17 4. For an order declaring Defendant's conduct to be unlawful;
- 18 5. For an order compelling Defendant to make restitution to Plaintiff and
19 Class members under the SBA in an amount equal to the total amounts
20 paid and payable for the Class products;
- 21 6. For actual damages;
- 22 7. For a civil penalty of two-times actual damages;
- 23 8. For punitive damages;
- 24 9. For pre and post -judgment interest at the legal rate;
- 25 10. For injunctive and other equitable relief as necessary to protect the interests
26 of Plaintiff and other Class members, and an order prohibiting Defendant
27 from engaging in the unlawful, unfair, deceptive and fraudulent acts
28 described above;

- 1 11. For an order that Defendant engage in a corrective advertising campaign;
2 12. For an order of restitution and disgorgement of all profits and unjust
3 enrichment that Defendant obtained from Plaintiff and the Class members
4 as a result of its unlawful, unfair, and fraudulent business practices;
5 13. For attorney's fees, costs of suit, and out of pocket expenses; and
6 14. For such other and further relief that the Court deems proper.

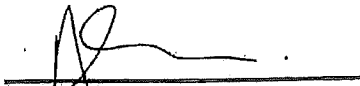
7 **TRIAL BY JURY**

8 104. Pursuant to the Seventh Amendment to the Constitution of the United States of
9 America, Plaintiff is entitled to, and demands a trial by jury.

10
11 Dated: February 19, 2021

Respectfully submitted,

12
13 **KAZEROUNI LAW GROUP, APC**

14
15 
16 ABBAS KAZEROUNIAN, ESQ.
17 AK@KAZLG.COM

18 Jason A. Ibey, Esq. (SBN: 284607)
19 Kazerouni Law Group, APC
20 321 N Mall Drive, Suite R108
21 St. George, Utah 84790
22 Telephone (800) 400-6808
23 Facsimile (800) 520-5523
24 Email: jason@kazlg.com

25 *ATTORNEYS FOR PLAINTIFF*
26
27
28