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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

BRIAN BLACKFORD, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

CURA CS LLC,

Defendant.

Case No. 20CV25203

**SECOND AMENDED CLASS ACTION  
COMPLAINT**

Claim Not Subject to Mandatory Arbitration

Filed Under ORS 21.160(e) (amount  
claimed exceeds \$10 million)

Filing Fee: \$1,178.00

Plaintiff Brian Blackford alleges:

**PLAINTIFF AND THE CLASS HE REPRESENTS**

1.

Plaintiff Brian Blackford is a citizen of Oregon who resides in Portland, Oregon. Throughout 2019 and 2020, Plaintiff purchased many of Defendant’s Select Elite branded THC vaporization (“vape”) products (the “Select Elite Products” or “THC Products”). Most recently, Plaintiff purchased Select Elite THC vape cartridges from Green Planet in Portland, Oregon in March 2020. Before purchasing his Select Elite Products, Plaintiff reviewed information about the Products, including the quantity of THC (reported in milligrams and percentage) purportedly contained in each. When purchasing his THC Products, Plaintiff also reviewed the accompanying labels, disclosures, warranties, and marketing materials, and understood them as representations and warranties by Defendant that the Products contained

1 the quantities of THC advertised. Plaintiff relied on these representations and warranties in  
2 deciding to purchase Defendant’s THC Products over comparable products. Accordingly, these  
3 representations and warranties were part of the basis of the bargain, in that he would not have  
4 purchased the THC Products on the same terms had he known these representations were not  
5 true. Plaintiff remains interested in purchasing THC products and would consider Select Elite  
6 Products in the future if Defendant filled the products with the amount of THC advertised. In  
7 making his purchases, Plaintiff paid a substantial price premium due to the false and misleading  
8 claims concerning the purported quantity of THC in the Select Elite Products (the “THC  
9 Claims”). On April 9, 2020, Plaintiff discovered that his THC products were not filled with the  
10 amount of THC advertised. Resultingly, Plaintiff did not receive the benefit of his bargain,  
11 because Defendant’s THC Products do not contain anywhere near the quantities of THC  
12 advertised. Plaintiff also understood that in making the sale, his retailer was acting with the  
13 knowledge and approval of Defendant and/or as the agent of Defendant. Plaintiff further  
14 understood that each purchase involved a direct transaction between himself and Defendant,  
15 because his THC Products came with packaging and other materials prepared by Defendant,  
16 including representations and warranties regarding the THC Claims.

17 2.

18 Plaintiff seeks relief in this action individually, and as a class action on behalf of  
19 similarly situated purchasers of Defendant’s products, for: (i) breach of express warranty;  
20 (ii) breach of the implied warranty of merchantability; (iii) unjust enrichment; (iv) fraud;  
21 (v) violation of Oregon’s Unlawful Trade Practices Act (“UTPA”), ORS 646.605, *et seq.*; and  
22 (vi) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*

23 3.

24 The members of the Class are all persons who purchased Select Elite THC Products  
25 with a THC Claim in the United States (the “Class”).

1 4.

2 Excluded from the Class are persons who made such purchases for the purpose of  
3 resale. Also excluded are Defendant and its affiliates, parents, subsidiaries, employees,  
4 officers, agents, and directors as well as any judicial officers presiding over this matter and the  
5 members of their immediate families and judicial staff.

6 5.

7 Plaintiff may sue as a representative party on behalf of all the members of the Class  
8 because: (a) the class is so numerous that joinder of all members is impracticable; (b) there are  
9 questions of law or fact common to the class; (c) the claims or defenses of the representative  
10 party is typical of the claims or defenses of the class; (d) the representative party will fairly and  
11 adequately protect the interest of the class; and (e) the representative party has complied with  
12 the prelitigation notice provisions of ORCP 32 H.

13 6.

14 This action may be maintained as a class action because, in addition to satisfying the  
15 prerequisites alleged in ¶ 5, a class action is superior to other available methods for the fair and  
16 efficient adjudication of the controversy.

17 **DEFENDANT CURA CS LLC**

18 7.

19 Defendant Cura CS LLC (“Cura”) is an Oregon limited liability company that at all  
20 material times maintained its principal place of business in Portland, Oregon, where it has been  
21 registered to do business since 2015. Cura manufactures, sells, and nationally distributes Select  
22 Elite THC cartridges, and is responsible for the advertising, marketing, and packaging of Select  
23 Elite THC cartridges. Cura manufactured, marketed, and sold the Select Elite Products during  
24 the relevant Class period. The planning and execution of the advertising, marketing, labeling,  
25 packaging, testing, and/or business operations concerning the Select Elite Products and the  
26 THC Claims was primarily carried out at Cura’s headquarters and facilities within Oregon, as is

1 most, or all, of the Select Elite Products’ manufacturing and assembly. Cura also proudly  
2 represents its Oregon heritage in its advertising:



12 **JURISDICTION AND VENUE**

13 8.

14 This Court has jurisdiction over Defendant under ORCP 4. Venue in Multnomah  
15 County is proper under ORS 14.090 because part of the causes of action alleged arose in  
16 Multnomah County.

17 **FACTUAL ALLEGATIONS**

18 **A. A General Explanation of THC Products**

19 9.

20 Tetrahydrocannabinol (“THC”) is a natural compound found in cannabis plants. It is a  
21 highly sought-after cannabinoid, commonly found in vape cartridges, edibles, oils, capsules and  
22 tinctures. Consumers desire THC because it is chemically similar to human endocannabinoids  
23 and interacts with the endocannabinoid system such that it helps regulate sleep, mood, appetite,  
24 chronic pain, inflammation, immune responses, motor control, and stress responses.

25 10.

26 In July 2015, Oregon legalized recreational marijuana, permitting personal possession

1 of marijuana products, such as THC vape cartridges.<sup>1</sup>

2 **B. The Select Elite Vaping Cartridges**

3 11.

4 The Select Elite Products at issue are the Select Elite THC vape cartridges which all  
5 prominently advertise “80%-95%” potency and/or 0.5g or 1g THC content total.<sup>2</sup>

6 12.

7 Defendant contends that its Select Elite Products are “[t]he best selling cannabis oil in  
8 its class:”



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17 13.

18 Consumers purchase vape cartridges because it allows them to consume THC in an  
19 easy, discreet manner, and it is traditionally considered a healthier alternative to traditional  
20 smoking. Vaporization heats THC concentrate to a temperature that turns active compounds  
21 (THC) into vapor without the release of harmful tar and carcinogens.

22 14.

23 Defendant prominently represents the purported cannabinoid (*i.e.* THC and CBD)

24  
25 <sup>1</sup> <https://www.oregon.gov/olcc/marijuana/pages/faqs-personal-use.aspx> (last accessed April 16,  
26 2020).

<sup>2</sup> <https://www.selectcannabis.com/products> (last accessed April 16, 2020).

1 content of the Product on the labeling and packaging of every Select Elite Product, in both  
2 milligrams (“mg”) and percentages:



12  
13 15.

14 Further, every package promises that “Select Elite elevates your cannabis enjoyment to  
15 a higher level with luxurious terpene-infused oil,” and that Select Elite Products “pack [ ] a  
16 powerful punch with our highest levels of ... THC:”



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16.

Defendant also claims that its Select Elite Products “include[ ] consistent, full flavor cannabis-derived terpenes no matter where your day or night takes you:”

# Bring the party.

Take your experience to the next level with our best-selling Elite oil.

Select Elite's refined, broad-spectrum high THC oil includes consistent, full flavor cannabis-derived terpenes no matter where your day or night takes you.

Available in Sativa, Hybrid and Indica varieties.



17.

Moreover, all of Defendant’s Select Elite Products are substantially similar. They all share the same internal packaging representations and every package is required to include its THC and CBD content:



**C. Defendant's Products Do Not Contain The Quantity Of THC They Are Labeled To Contain**

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18.

The THC Claims are false and misleading. Independent lab testing reveals that the true quantity of THC in the Select Elite Products is only a small fraction of Defendant's representations. Plaintiff's counsel commissioned independent lab testing of Defendant's products, which show that the Select Elite Products do not contain the amount of THC promised in the THC Claims. Specifically, Defendant's Select Elite Products contained only 55% THC (*i.e.*, 550 mg), despite promising they would contain 76.9% THC (*i.e.*, 769 mg). This represents an underfilling of 28.48%.

19.

Defendant knew that the THC Claims are false and misleading, yet still advertised, labeled, and packaged the THC Products with the false and misleading THC Claims by permanently marking the Select Elite Products with their purported THC content.

20.

Defendant knowingly prepared the material on its product labels to misrepresent the true quantity of THC in the Select Elite Products.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Express Warranty)**

21.

Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

22.

Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendant.

23.

In connection with the sale of the Select Elite Products, Defendant issued written warranties. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller of the



1 Select Elite Products, expressly warranted that the Products were fit for their intended purpose  
2 by making promises and affirmations of fact on their Products' labeling and packaging,  
3 including the THC Claims.

4 24.

5 The affirmations of fact and promises made by Defendant to Plaintiff and the Class  
6 regarding the THC Claims became part of the basis of the bargain between Defendant and  
7 Plaintiff and the Class, thereby creating an express warranty that the Select Elite Products  
8 would conform to those affirmations of fact, representations, promises, and descriptions.

9 25.

10 The Select Elite Products do not, in fact, contain the amount of THC promised in the  
11 THC Claims. Instead, the Select Elite Products contain only a fraction of the THC advertised  
12 on the Products' labeling and packaging.

13 26.

14 Plaintiff and members of the Class suffered economic injury as a direct and proximate  
15 result of Defendant's breach of warranty because: (a) they would not have purchased the Select  
16 Elite Products on the same terms if they had known that the Products had been falsely labeled  
17 as alleged herein; (b) they paid a price premium for the Select Elite Products based on  
18 Defendant's express warranties; and (c) the Select Elite Products did not have the  
19 characteristics, uses, or benefits as promised by Defendant in the THC Claims. As a result,  
20 Plaintiff and members of the Class have been damaged either in the full amount of the purchase  
21 price of the Select Elite Products or in the difference in value between the Products as  
22 warranted and the Products as sold.

23 27.

24 On April 13, 2020, prior to filing this action, Defendant was served with a pre-suit  
25 notice letter that complied in all respects with U.C.C. §§ 2-313 and 2-607. Plaintiff's counsel  
26 sent Defendant a letter advising it that it breached an express warranty and demanded that it

1 cease and desist from such breaches and make full restitution by refunding the monies received  
2 therefrom. A true and correct copy of Plaintiff’s counsel’s letter is attached hereto as  
3 Exhibit A.

4 **SECOND CLAIM FOR RELIEF**  
**(Breach of Implied Warranty of Merchantability)**

5 28.

6 Plaintiff hereby incorporates by reference the allegations contained in all preceding  
7 paragraphs of this complaint.

8 29.

9 Plaintiff brings this claim individually and on behalf of the members of the proposed  
10 Class against Defendant.

11 30.

12 Defendant is and was at all relevant times a “merchant” within the meaning of the  
13 Uniform Commercial Code (“UCC”). Defendant manufactured, distributed, and marketed the  
14 Select Elite Products, which are “good[s]” within the meaning of the UCC. Consequently,  
15 Defendant impliedly warranted that the Select Elite Products were merchantable, that they  
16 could pass without objection in the trade under the contract description (contained the amount  
17 of THC promised), that they were fit for the ordinary purposes for which such goods are used  
18 (the Products could not achieve the promised high because they contain less THC than  
19 promised), that they were of fair average quality within the description (the Products are not of  
20 fair average quality within the description because they contain substantially less THC than  
21 warranted), that they were adequately labeled, and that they would conform to the promises or  
22 affirmations of fact made on the Products’ labeling and packaging (the Products do not contain  
23 the amount of THC promised on the label and packaging). However, each of these implied  
24 warranties were false with respect to the goods of the kind sold to Plaintiff and Class members.

25 31.

26 In reliance upon Defendant’s skill and judgment and the implied warranties above,

1 Plaintiff and Class members purchased the THC Products.

2 32.

3 The Select Elite Products were not altered by Plaintiff or Class members in a manner  
4 that would reduce the quantity of THC the Products contain.

5 33.

6 The Select Elite Products were underfilled when they left the exclusive control of  
7 Defendant.

8 34.

9 Defendant knew the THC Products would be purchased and used by Plaintiff and  
10 members of the Class without additional testing by Plaintiff and Class members. The Select  
11 Elite Products were not of fair average quality within their description, were not adequately  
12 labeled, and did not conform to the promises or affirmations of fact made on the Products'  
13 labels.

14 35.

15 More specifically, Defendant breached its implied warranty of merchantability to  
16 Plaintiff and the Class because the Select Elite Products would not pass without objection in the  
17 trade in that they do not conform to the THC Claims made on the Products' labels. Instead, the  
18 Select Elite Products contain substantially less THC than they were labeled to contain, and  
19 Plaintiff and Class members did not receive the goods as warranted.

20 36.

21 Plaintiff and members of the Class suffered economic injury as a direct and proximate  
22 result Defendant's breach of the implied warranty because: (a) they would not have purchased  
23 the Select Elite Products on the same terms if they had known that the Products had been  
24 falsely labeled as alleged herein; (b) they paid a price premium for the Select Elite Products  
25 based on Defendant's warranties; and (c) the Select Elite Products did not have the  
26 characteristics, uses, or benefits as promised by Defendant in the THC Claims. As a result,

1 Plaintiff and members of the Class have been damaged either in the full amount of the purchase  
2 price of the Select Elite Products or in the difference in value between the Products as  
3 warranted and the Products as sold.

4 **THIRD CLAIM FOR RELIEF**  
5 **(Unjust Enrichment)**

6 37.

7 Plaintiff hereby incorporates by reference the allegations contained in all preceding  
8 paragraphs of this complaint.

9 38.

10 Plaintiff brings this claim individually and on behalf of the members of the proposed  
11 Class against Defendant.

12 39.

13 Plaintiff and Class members conferred a benefit in the form of monies paid to  
14 Defendant by purchasing underfilled Select Elite Products.

15 40.

16 Defendant voluntarily accepted and retained this benefit.

17 41.

18 Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's  
19 and Class members' purchases of the Select Elite Products. Retention of those moneys under  
20 these circumstances is unjust and inequitable in light of the misrepresentations of fact made by  
21 Defendant in labeling, packaging, marketing, and advertising the Select Elite Products with the  
22 THC Claims. These misrepresentations caused injuries to Plaintiff and Class members because  
23 they would not have purchased the Select Elite Products if the true facts had been known.

24 42.

25 Because this benefit was obtained unlawfully, namely by selling and accepting  
26 compensation for underfilled THC Products, it would be unjust and inequitable for Defendant  
to retain it without paying the value thereof. Accordingly, Defendant must pay restitution to

1 Plaintiff and Class members for its unjust enrichment, as ordered by the Court.

2 **FOURTH CLAIM FOR RELIEF**  
3 **(Fraud)**

43.

4 Plaintiff hereby incorporates by reference the allegations contained in all preceding  
5 paragraphs of this complaint.

44.

6  
7 Plaintiff brings this claim individually and on behalf of the members of the proposed  
8 Class against Defendant.

45.

9  
10 As discussed above, Defendant provided Plaintiff and Class members with false or  
11 misleading material information about the Select Elite Products manufactured, distributed, and  
12 sold by Defendant. Defendant made promises and affirmations of fact in labeling, packaging,  
13 marketing, and advertising the Select Elite Products with the THC Claims.

46.

14  
15 As indicated above, however, these representations are false as the Select Elite Products  
16 are underfilled and contain less THC than Defendant claims.

47.

17  
18 The misrepresentations and omissions of material fact made by Defendant, upon which  
19 Plaintiff and Class members reasonably and justifiably relied, were intended to induce and  
20 actually induced Plaintiff and Class members to purchase the Select Elite Products.

48.

21  
22 Defendant knew the THC Claims were false, but continued to manufacture and sell  
23 underfilled Select Elite Products in the retail and wholesale markets while labeling them with  
24 the THC Claims.

49.

25  
26 During the relevant time period, Plaintiff and Class members were unaware that the

1 Select Elite Products were underfilled.

2 50.

3 The fraudulent actions of Defendant caused damage to Plaintiff and Class members,  
4 who are entitled to damages and other legal and equitable relief as a result.

5 **FIFTH CLAIM FOR RELIEF**  
6 **(Violation Of The Oregon Unlawful Trade Practices Act,**  
7 **ORS 646.605, *et seq.*)**

7 51.

8 Plaintiff hereby incorporates by reference the allegations contained in all preceding  
9 paragraphs of this complaint.

10 52.

11 Plaintiff brings this claim individually and on behalf of members of the Class against  
12 Defendant.

13 53.

14 Defendant is a “person” within the meaning of ORS 646.605(4).

15 54.

16 Plaintiff and members of the Class are not experts with independent knowledge of the  
17 nature, level, or amount of THC contained in Select Elite Products generally. Plaintiff and  
18 members of the Class are not experts with independent knowledge of the THC extraction or  
19 testing process generally.

20 55.

21 Select Elite Products constitute “real estate, goods or services” within the meaning of  
22 ORS 646.605 because, as to Plaintiff and members of the Class, the Products were obtained  
23 primarily for personal, family, or household purposes.

24 56.

25 Defendant’s actions, representations, and conduct have violated, and continue to violate  
26 provisions of ORS 646.608, including paragraphs (e), (g), (i), and (t), because Defendant not

1 only represented that the Select Elite Products have characteristics, uses, benefits, qualities, and  
2 quantities that they do not have, but also failed to disclose that Select Elite Products do not  
3 conform to their label representations regarding the standard, quality, and grade of the  
4 Products' THC content. Defendant's actions, representations, and conduct also violated and  
5 continue to violate ORS 646.608(u), because Defendant's conduct violates OAR 845-025-  
6 7030(2)(a); OAR 845-025-1300(1)(j); OAR 845-025-8540(2)(a)(C). Defendant's  
7 representation that the Select Elite Products contain the amount of THC advertised, when they  
8 in fact do not, make such advertising false and misleading to a reasonable consumer like  
9 Plaintiff and members of the Class, because Select Elite Products in fact contain less THC than  
10 advertised, thereby making the Products underfilled. Further, Defendant's overstatement of the  
11 amount of THC in Select Elite Products makes such advertising false and misleading to a  
12 reasonable consumer, including to Plaintiff and members of the Class.

13 57.

14 Defendant's violations of the UTPA were reckless, knowing, and/or willful in that  
15 Defendant knew or should have known that its representations and nondisclosures regarding the  
16 Select Elite Products' THC content were false and misleading and violated the UTPA.

17 58.

18 Plaintiff and members of the Class suffered economic injury as a direct result  
19 Defendant's UTPA violations because: (a) they would not have purchased the Select Elite  
20 Products on the same terms if they had known that the Products were falsely labeled as alleged  
21 herein; (b) they paid a price premium for the Select Elite Products based on Defendant's  
22 representations; and (c) the Select Elite Products did not conform to the promises made by  
23 Defendant in the THC Claims. As a result, Plaintiff and members of the have been damaged  
24 either in the full amount of the purchase price of the Select Elite Products or in the difference in  
25 value between the Products as warranted and the Products as sold.

26

1 59.

2 As a result of Defendant's unlawful trade practices, Plaintiff and Class members  
3 incurred an ascertainable loss and are entitled to recover actual damages or statutory damages  
4 in the amount of \$200, along with any other appropriate equitable relief deemed necessary or  
5 proper.

6 60.

7 Plaintiff hereby notifies Defendant that Plaintiff and Class members intend to seek to  
8 amend this Complaint to assert a request for an award of punitive damages.

9 61.

10 For the above violations, Plaintiff and Class members are entitled to their attorneys'  
11 fees and costs under ORS 646.638(3).

12 **SIXTH CLAIM FOR RELIEF**  
13 **(Violation Of The Magnuson-Moss Warranty Act,**  
14 **15 U.S.C. §§ 2301, *et seq.*)**

14 62.

15 Plaintiff hereby incorporates by reference the allegations contained in all preceding  
16 paragraphs of this complaint.

17 63.

18 Plaintiff brings this claim individually and on behalf of members of the Class against  
19 Defendant.

20 64.

21 The Select Elite Products are consumer products as defined in 15 U.S.C. § 2301(1).

22 65.

23 Plaintiff and Class Members are consumers as defined in 15 U.S.C. § 2301(3).

24 66.

25 Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).

26



1 67.

2 In connection with the sale of the Select Elite Products, Defendant issued written  
3 warranties as defined in 15 U.S.C. § 2301(6), which warranted that the Select Elite Products  
4 contained specified amounts of THC.

5 68.

6 In fact, the Select Elite Products did not contain the amounts of THC promised by  
7 Defendant.

8 69.

9 By reason of Defendant's breach of warranties, Defendant violated the statutory rights  
10 due to Plaintiff and Class Members pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C.  
11 §§ 2301, *et seq.*, thereby damaging Plaintiff and Class Members.

12 70.

13 Plaintiff and Class Members were injured as a direct and proximate result of  
14 Defendant's breach because: (a) they would not have purchased the Select Elite Products on the  
15 same terms if the true facts were known about the product; (b) they paid a price premium for  
16 the Select Elite Products due to Defendant's THC Claims; and (c) the Select Elite Products did  
17 not have the characteristics as promised by Defendant.

18  
19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,  
21 seeks judgment against Defendant, as follows:

- 22 a) For an order certifying the Class under ORCP 32 and naming Plaintiff as  
23 representative of the Class and Plaintiff's attorneys as Class Counsel to  
24 represent the Class members;
- 25 b) For an order declaring that Defendant's conduct violates the statutes and laws  
26 referenced herein;

- c) For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- d) For compensatory damages in amounts to be determined by the jury, but not more than \$133,286,400;
- e) For prejudgment interest on all amounts awarded;
- f) For an order of restitution and all other forms of equitable monetary relief;
- g) For injunctive relief as pleaded or as the Court may deem proper;
- h) For an order awarding Plaintiff and the Class their reasonable attorneys’ fees and expenses and costs of suit; and
- i) For an order providing for such further relief as the Court may deem appropriate.

DATED: August 2, 2021

**LARKINS VACURA KAYSER LLP**

/s/ Cody Hoesly  
 Cody Hoesly, OSB No. 052860  
 choesly@lvklaw.com  
 Fax: (503) 827-7600

**BURSOR & FISHER, P.A.**  
 Frederick J. Klorczyk III (*Pro Hac Vice* forthcoming)  
 Neal J. Deckant (*Pro Hac Vice* forthcoming)  
 Brittany S. Scott (*Pro Hac Vice* forthcoming)  
 1990 North California Blvd., Suite 940  
 Walnut Creek, CA 94596  
 Telephone: (925) 300-4455  
 Facsimile: (925) 407-2700  
 E-Mail: fklorczyk@bursor.com  
 E-Mail: ndeckant@bursor.com  
 E-Mail: [bscott@bursor.com](mailto:bscott@bursor.com)

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**BARBAT, MANSOUR, SUCIU AND TOMINA  
PLLC**

Nick Suciu III (*Pro Hac Vice* forthcoming)

6905 Telegraph Rd., Suite 115

Bloomfield Hills, MI 48301

Telephone: (313) 303-3472

E-Mail: nicksuciu@bmslawyer.com

*Attorneys for Plaintiff*