

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

CONNIE CURTS, on behalf of herself and
all others similarly situated,

Plaintiffs,

v.

EDGEWELL PERSONAL CARE
COMPANY, EDGEWELL PERSONAL
CARE, LLC, EDGEWELL PERSONAL
CARE BRANDS, LLC, AND PLAYTEX
MANUFACTURING, INC.,

Defendants.

Case No. 2016-CV17871

Division 5

SECOND AMENDED CLASS ACTION PETITION

Plaintiff Connie Curts, on behalf of herself and all other similarly situated Missouri consumers, for her Second Amended Class Action Petition against Defendant Edgewell Personal Care Company (“Edgewell”), states and alleges as follows:

Nature of the Action

1. This lawsuit concerns Edgewell’s marketing and sale of Wet Ones® antibacterial hand wipes, which it represents to consumers as able to “kill 99.99% of germs.” Edgewell’s representation of the germ-killing ability of the hand wipes is false, deceptive, and misleading because the wipes do not actually have that ability. Edgewell’s representation of the germ-killing ability of the hand wipes is also false, deceptive, and misleading because Edgewell did not verify the truth of the “kills 99.99% of germs” representation before prominently labeling Wet Ones® hand wipes with this representation. Edgewell’s unlawful practices have caused financial injury to all Missouri consumers who have purchased Wet Ones® hand wipes.

2. Edgewell’s conduct as alleged in this case violates the Missouri Merchandising Practices Act (“MMPA”), Mo. Rev. Stat. § 407.010 *et seq.*, which prohibits “[t]he act, use or

employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce.” Mo. Rev. Stat. § 407.020.1.

3. By naming Edgewell Personal Care, LLC (“EPC”), Edgewell Personal Care Brands, LLC (“EPC Brands”), and Playtex Manufacturing, Inc. (“Playtex”) as defendants pursuant to order of the Court, Plaintiff does not expressly or by implication assert any claims against these three parties.

Procedural History Relevant to the Second Amended Petition

4. Plaintiff filed this action against Edgewell on August 27, 2020, by filing her Class Action Petition.

5. On March 9, 2022, Edgewell filed a Motion to Join Additional Parties (the “Motion to Join”) in this action. In its Motion to Join, Edgewell argued that three of its wholly-owned subsidiaries – Edgewell Personal Care, LLC (“EPC”), Edgewell Personal Care Brands, LLC (“EPC Brands”), and Playtex Manufacturing, Inc. (“Playtex”) – are necessary parties under Missouri Rule of Civil Procedure 52.04(a). Edgewell moved the Court for an order joining EPC, EPC Brands, and Playtex as necessary parties.

6. Plaintiff vigorously opposed the Motion to Join, and she filed her Suggestions in Opposition to the Motion to Join on March 21, 2022.

7. On March 22, 2022, the Court entered an Order summarily granting Edgewell’s Motion to Join and directed that EPC, EPC Brands, and Playtex be joined as defendants.

8. On March 29, 2022, Edgewell’s counsel (Megan McCurdy, John Moticka, and Ashley Crisafulli of the law firm Stinson LLP) entered their appearance in this action as counsel for additional defendants EPC, EPC Brands, and Playtex.

9. On April 8, 2022, Defendants Edgewell, EPC, EPC Brands, and Playtex (collectively “Defendants”) removed this case to the United States District Court for the Western District of Missouri (the “federal court”), citing 28 U.S.C. §§ 1441, 1446, and the Class Action Fairness Act of 2005 (“CAFA”), codified in pertinent part at 28 U.S.C. §§ 1332(d) and 1453. Defendants asserted in their Notice of Removal that removal was “timely filed on April 8, 2022, within thirty (30) days of the March 22, 2022 Order granting Edgewell’s Motion to Join EPC Brands, EPC, and Playtex as Defendants to the Action.”

10. On April 15, 2022, Defendants filed a motion in the federal court to dismiss Plaintiff’s First Amended Petition.

11. After extensive briefing on both Plaintiff’s motion to remand and Defendants’ motion to dismiss was filed in federal court, the federal district court (Senior United States District Judge Gary A. Fenner) granted Plaintiff’s motion to remand in an order issued on December 14, 2022. In its order, the federal district court agreed with Plaintiff that Defendants’ removal was untimely.

12. The district court stated: “Having found the removal untimely, the Court declines to address Plaintiff’s remaining arguments for remand.” Because the district court remanded the case, it did not rule on Defendants’ motion to dismiss and denied that motion as moot.

13. On December 23, 2022, Defendants filed a petition with the United States Court of Appeals for the Eighth Circuit for permission to appeal the district court’s order remanding the case pursuant to 28 U.S.C. § 1453(c). Plaintiff filed an answer in opposition to this petition on January 3, 2023. The Eighth Circuit denied Defendants’ permission to appeal on January 9, 2023.

14. On January 23, 2023, Defendants Edgewell, EPC, EPC Brands, and Playtex (collectively “Defendants”) moved the Jackson County Circuit Court (the “Court”) to Amend

and/or Clarify its March 22, 2022 Order granting Edgewell's Motion to Join. After full briefing, the Court heard oral argument on May 24, 2023 on Defendants' Motion to Amend and/or Clarify.

15. On June 1, 2023, the Court granted in part the Motion to Amend and/or Clarify, and it issued an Amended Order Joining EPC, EPC Brands, and Playtex as Necessary Parties (the "Amended Joinder Order"). In the Amended Joinder Order, the Court ordered Plaintiff to file a Second Amended Petition within ten (10) days of the order including EPC, EPC Brands, and Playtex as defendants, but the Court declined to order Plaintiff to assert claims against EPC, EPC Brands, and Playtex, as Defendants had requested. The Court's Amended Joinder Order stated: "Which, or any, claims to be filed against any named defendants is left to the discretion of Plaintiffs."

16. Plaintiff files this Second Amended Petition to comply with the Court's directives in the Amended Joinder Order.

The Parties

17. Plaintiff Connie Curts ("Plaintiff") is a Missouri citizen and resident of Lee's Summit, Missouri. In early 2016, she purchased a canister of Wet Ones® hand wipes from a Wal-Mart store in Lee's Summit. She purchased the product for personal, family, and household purposes.

18. Defendant Edgewell Personal Care Company ("Edgewell") is a Missouri corporation which maintains its principal place of business at 6 Research Drive, Shelton, Connecticut. Edgewell is in the business of marketing and selling personal care products, including Wet Ones® hand wipes. Edgewell advertises its hand wipes through various means, including on-product labels, web-based marketing, and print advertisements. Wet Ones® hand wipes are sold in stores and via online retailers to consumers throughout the State of Missouri.

19. Defendant Edgewell Personal Care, LLC (“EPC”) is a wholly owned subsidiary of Edgewell which is 100% controlled by Edgewell. It is a limited liability company organized under the laws of State of Delaware which maintains its principal place of business at 6 Research Drive, Shelton, Connecticut. Plaintiff is naming EPC as a defendant as directed by the Court in its June 1, 2023 Amended Joinder Order. Plaintiff does not assert any claims against EPC or seek any damages or other relief from EPC in this action.

20. Defendant Edgewell Personal Care Brands, LLC (“EPC Brands”) is a wholly owned subsidiary of Edgewell which is 100% controlled by Edgewell. It is a limited liability company organized under the laws of the State of Delaware that maintains its principal place of business at 6 Research Drive, Shelton, Connecticut. Plaintiff is naming EPC Brands as a defendant as directed by the Court in its June 1, 2023 Amended Joinder Order. Plaintiff does not assert any claims against EPC Brands or seek any damages or other relief from EPC Brands in this action.

21. Defendant Playtex Manufacturing, Inc. (“Playtex”) is a wholly owned subsidiary of Edgewell which is 100% controlled by Edgewell. It is corporation organized under the laws of the State of Delaware which maintains its principal place of business at 6 Research Drive, Shelton, Connecticut. Plaintiff is naming Playtex as a defendant as directed by the Court in its June 1, 2023 Amended Joinder Order. Plaintiff does not assert any claims against Playtex or seek any damages or other relief from Playtex in this action.

Jurisdiction and Venue

22. Edgewell is incorporated in the State of Missouri, is registered to do business in the State, and has designated a registered agent for the service of process in the State. This Court has general and specific personal jurisdiction over Edgewell.

23. Defendants EPC, EPC Brands, and Playtex have consented to this Court's jurisdiction by joining in Edgewell's motion to join them as defendants in this action and by voluntarily appearing in this action through Edgewell's counsel since March 29, 2022.

24. Venue is proper in this Court pursuant to Mo. Rev. Stat. § 407.025.1 because Plaintiff purchased Wet Ones® hand wipes in Jackson County, Missouri. Venue also is proper in this Court pursuant to Mo. Rev. Stat. § 508.010.4 because Jackson County, Missouri is the place where Plaintiff was first injured by Edgewell's conduct.

Factual Allegations

25. Edgewell is a consumer products company which owns a number of personal care brands, including the Wet Ones® brand of hand wipes and related products. Edgewell owns, operates, and manages these brands of personal care products through wholly owned subsidiary limited liability companies and corporations, including Defendants EPC, EPC Brands, and Playtex. These subsidiaries function as divisions or business units of Edgewell and are integrated into Edgewell for all purposes relevant to this case.

26. Edgewell markets and sells Wet Ones® antibacterial hand wipes. The products come in a variety of packaging and scents, but all packaging prominently represents to consumers that the product "Kills 99.99% of Germs." This is the predominant selling feature of the wipes, with the representation of germ-killing ability displayed prominently on the front center of the packaging with impossible-to-miss text set against a background of a different, highly contrasting color compared to the primary package color. For example:



27. Edgewell’s representation that the Wet Ones® hand wipes “kill 99.99% of germs” is false, deceptive, and misleading.

28. Throughout the Class period in this case (*i.e.*, since August 27, 2015), Edgewell has continuously labeled Wet Ones® hand wipes with the prominent label “Kills 99.99% of Germs.”

29. The hand wipes are alcohol-free. At the time Plaintiff purchased Wet Ones® hand wipes in early 2016, the active ingredient in the product was Benzethonium Chloride (0.3%) (“BEC”). Since approximately August 2019, the hand wipes instead have used Benzalkonium

Chloride (0.13%) (“BAC”) as the active ingredient. BEC and BAC are both quaternary ammonium compounds, and neither BEC nor BAC is scientifically proven as a safe, effective alternative to alcohol-based sanitizers.

30. On April 12, 2019, the United States Food and Drug Administration (“FDA”) issued its final action on a 2016 proposed rule concerning over-the-counter (“OTC”) antiseptic drug products sold in the United States, including Wet Ones® hand wipes. Safety and Effectiveness of Consumer Antiseptic Rubs; Topical Antimicrobial Drug Products for Over-the-Counter Human Use, 84 Fed. Reg. 14,847 (April 12, 2019) (the “2019 Final Rule”). In the 2019 Final Rule, the FDA stated that more than 20 active ingredients—including BEC—were no longer eligible for OTC Drug Review because of inadequate evidence of eligibility for such evaluation. *Id.* at 14,851. The 2019 Final Rule gave manufacturers of consumer antiseptic rubs one year after the date of publication to comply with the rule. *Id.* at 14,860.

31. As a result of the 2019 Final Rule, manufacturers and sellers of consumer antiseptic hand wipes that used BEC or any of the other 28 ingredients the FDA had found ineligible were required to reformulate their products with an eligible active ingredient (such as BAC) in order to continue marketing their consumer wipes as antiseptic products. U.S. Department of Health and Human Services Food and Drug Administration Center for Drug Evaluation and Research, *Consumer Antiseptic Rub Final Rule Questions and Answers – Guidance for Industry, Small Entity Compliance Guide* at 6 Q3 (December 2020).

32. The FDA’s adoption of the 2019 Final Rule prompted Edgewell to replace BEC with BAC as the active ingredient in Wet Ones®, but the product label was unchanged (except for the identification of the active ingredient on the back panel). The product continued to be prominently labeled with the banner on the front proclaiming “Kills 99.99% of Germs” without any change.

33. As the Centers for Disease Control and Prevention notes, “available evidence indicates benzalkonium chloride has less reliable activity against certain bacteria and viruses than either of the alcohols.” <https://www.cdc.gov/coronavirus/2019-ncov/hcp/hand-hygiene.html>.

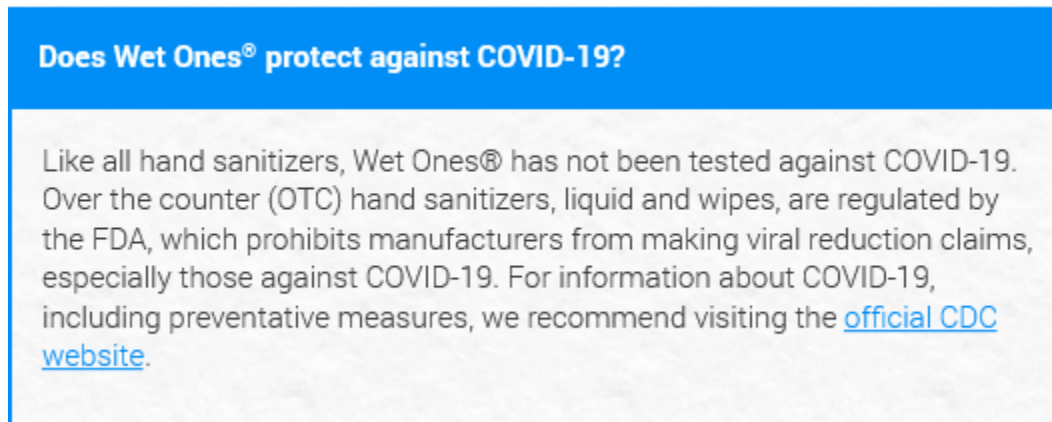
34. The term “germs” is commonly understood to mean pathogenic microorganisms, including bacteria, viruses, and fungi. For example, the United States Environmental Protection Agency notes that “[t]he use of the ‘germs’ term over time has come to be commonly associated with disease-causing organisms, including ones caused by bacteria, viruses or fungi” and that it “considers a germ claim to be a broad term that encompasses bacteria, viruses and/or fungi.” United States Environmental Protection Agency, *Use of the Term ‘Germs’ on Antimicrobial Labels* (Jan. 5, 2005), available at: <https://www.epa.gov/pesticide-labels/use-term-germs-antimicrobial-labels>. Leading medical institutions similarly describe “germs” to include bacteria, viruses, and fungi. See Mayo Clinic, *Germs: Understand and protect against bacteria, viruses and infection*, available at: <https://www.mayoclinic.org/diseases-conditions/infectious-diseases/in-depth/germs/art-20045289>; Cedars Sinai, *Viruses, Bacteria and Fungi: What's the Difference?*, available at: <https://www.cedars-sinai.org/blog/germs-viruses-bacteria-fungi.html>.

35. BAC and BEC are quaternary ammonium compounds, a group of chemical disinfectants that can kill certain pathogenic microorganisms by causing inactivation of energy-producing enzymes, denaturation of essential cell proteins, and disruption of the cell membrane.

36. Contrary to Edgewell’s representation of Wet Ones® hand wipes, however, BAC and BEC are ineffective against many classes of pathogenic microorganisms, including but not limited to non-enveloped viruses, gram-negative bacteria, and bacterial spores.

37. BAC also has not been proven to be effective against human coronaviruses. Instead of warning the public that their Wet Ones® hand wipes are not effective against viruses like COVID-19, however, an FAQ answer on Edgewell’s website vaguely dodged the issue and left

open the suggestion for consumers that its hand wipes might be helpful as a preventative measure in avoiding COVID-19 infection:



A more accurate, truthful, and non-misleading answer would simply say: “No.”

38. Despite the fact that “Wet Ones® has not been tested against COVID-19,” Edgewell continued marketing the product as one that “Kills 99.99% of Germs” throughout the COVID-19 pandemic. Furthermore, Edgewell’s sales of the product increased substantially during the first year of the pandemic as consumers sought out products that would protect them from the novel coronavirus.

39. Not only are BAC and BEC ineffective against many classes of pathogenic microorganisms, but their efficacy as a consumer disinfectant when used in wipe form is also substantially limited by common environmental factors and variables such as the interaction of the disinfectant and wipe material, the length of time the wipes have been in the canister, ambient environmental conditions, the presence of organic debris on the user’s hands, and user application method.

40. All Missouri consumers who purchased Wet Ones® antibacterial wipes have suffered uniform financial injury and ascertainable loss at the point of sale caused by false, deceptive, and misleading marketing of the product that was different than advertised because it

does not “kill 99.99% of germs.” Edgewell’s unlawful conduct has deprived all consumers of the benefit of the bargain and caused them ascertainable loss because the product purchased did not have the qualities and characteristics advertised and was worth less than a product actually having the advertised features. Damages for each consumer are measured as a portion of the product purchase price reflecting the value of misrepresented product attributes.

Class Action Allegations

41. The MMPA authorizes Plaintiff to bring this suit as a class action because Edgewell’s alleged unlawful conduct has “caused similar injury to numerous other persons.” Mo. Rev. Stat. § 407.025.2.

42. Plaintiff brings this class action against Edgewell for violation of the MMPA pursuant to Mo. R. Civ. P. 52.08 and Section § 407.025 on behalf of all consumers who have purchased Wet Ones® antibacterial hand wipes represented to “kill 99.99% of germs” in the State of Missouri for personal, family or household purposes at any time from August 27, 2015, to the present and who were citizens of the State of Missouri on the date this Class Action Petition was filed (the “Class”). Excluded from the Class are (1) Edgewell, its subsidiaries and affiliates, and its directors and officers and members of their immediate families; (2) federal, state, and local governmental entities; and (3) any judicial officers presiding over this action, their judicial staff, and members of their immediate families.

43. Members of the Class are so numerous that their individual joinder herein is impracticable.

44. Common questions of law and fact exist for all class members. The MMPA claims of Plaintiff and the Class arise from a common nucleus of operative facts including questions regarding: (1) the existence of Edgewell’s uniform representation about the germ-killing ability of the Wet Ones® hand wipes; (2) whether Edgewell’s representations are false, deceptive and

misleading; and (3) whether consumers have suffered uniform economic harm from the purchase of the falsely, deceptively and misleadingly marketed Wet Ones® hand wipes. The claims of Plaintiff and the Class involve common questions of law regarding the legality of Edgewell's conduct under the MMPA and the entitlement of class members to damages under that statute. These common questions of law and fact are amenable to class-wide resolution based on common evidence.

45. Plaintiff's MMPA claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Edgewell's unlawful conduct. Plaintiff has no interests that are antagonistic to the interests of other class members. Plaintiff and all members of the Class have sustained similar economic injury arising out of the alleged unlawful conduct for which Edgewell is liable.

46. Plaintiff is a fair and adequate representative of the Class because her interests do not conflict with the interests of the Class members she seeks to represent. Plaintiff has retained competent and experienced counsel, who are fair and adequate representatives of the proposed Class because they will vigorously prosecute this action and do not have any conflicts of interest with the Class. The interests of Class members will be fairly and adequately protected in this lawsuit by Plaintiff and her counsel.

47. Common issues predominate over individual issues in this case because the overriding issues of liability and damages under the MMPA can be determined on a class-wide basis from common evidence regarding Edgewell's uniform misconduct and the uniform economic harm to class members who purchased Wet Ones® hand wipes.

48. Class treatment is the superior method of adjudicating the class members' MMPA claims because it avoids the inefficiencies and inconsistencies of piecemeal litigation and ensures that all class members are given their day in Court that would not otherwise be possible for such

small value claims. Class treatment also is expressly authorized by the MMPA. *See* Mo. Rev. Stat. § 407.025.2.

49. On May 26, 2023, the Court issued its Order Granting Motion for Class Certification, in which the Court certified a class of consumers as defined in Paragraph 42, above.

Count I
(Violation of the Missouri Merchandising Practices Act)

50. Plaintiff incorporates by reference the allegations in all paragraphs of this Petition as though fully set forth in this paragraph.

51. Plaintiff brings this MMPA claim against Edgewell individually and on behalf of the members of the proposed Class, all of whom purchased Wet Ones® antibacterial hand wipes for personal, family or household purposes.

52. Wet Ones® hand wipes are “merchandise” under the MMPA, which is defined to include “any objects, wares, goods, [or] commodities.” Mo. Rev. Stat. § 407.010(4).

53. At all times during the class period, Edgewell has made false, deceptive and misleading representations about the germ-killing ability of Wet Ones® hand wipes. Edgewell’s unlawful marketing of the product has been, and continues to be, conducted through a uniform advertising campaign consisting of on-product claims, website content and other similar public disseminations.

54. Edgewell’s representations about the germ-killing characteristics of Wet Ones® hand wipes are unlawful under the MMPA because they are false and have a capacity to mislead prospective purchasers about purported product benefits that lack support. *See* Mo. Code Regs. Ann. tit. 15, § 60-7.020(1).

55. Edgewell’s representations about the germ-killing characteristics of Wet Ones® hand wipes are unlawful under the MMPA because they omit material facts about the limited

effectiveness of the hand wipes and the lack of support for their purported benefits. *See* Mo. Code Regs. Ann. tit. 15, § 60-7.030(1).

56. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes are unlawful under the MMPA because Edgewell does not have a reasonable basis for making performance claims in that regard. No competent and reliable scientific evidence exists to show that the use of Wet Ones® on consumers' hands actually kills 99.99% of all germs. *See* Mo. Code Regs. Ann. tit. 15, § 60-7.040(1).

57. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes constitute unfair practices under the MMPA because they offend public policy, are unethical and unscrupulous, and present a risk of substantial injury to consumers who purchase the product. *See* Mo. Code Regs. Ann. tit. 15, § 60-8.020(1).

58. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes constitute unfair practices under the MMPA because it is unconscionable for Edgewell to make false, deceptive and misleading claims regarding consumer health and safety. *See* Mo. Code Regs. Ann. tit. 15, § 60-8.080(1).

59. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes are deceptive under the MMPA because they have the tendency or capacity to mislead, deceive and cheat consumers into believing that the product has health and safety benefits that do not actually exist. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.020(1).

60. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes are deceptive under the MMPA because they tend to create a false impression that the product provides health and safety benefits that do not actually exist. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.020(1).

61. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes constitute unlawful misrepresentations under the MMPA because they are assertions that are not in accord with the facts. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.070(1).

62. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes constitute unlawful misrepresentations under the MMPA because they contain material untruths about the purported health and safety benefits of the product. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.080(1).

63. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes constitute unlawful misrepresentations under the MMPA because they use half-truths to advertise the purported health and safety benefits of the product while omitting material facts necessary to make the representations not misleading, including information regarding the lack of scientific support for Edgewell's claims, the ineffectiveness of BAC against many pathogenic microorganisms, and the otherwise limited efficacy of the product given common environmental factors and variables. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.090(1).

64. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes constitute fraudulent misrepresentations under the MMPA because they make claims about the purported health and safety benefits of the product that Edgewell knows are not in accord with the facts and/or that Edgewell knows do not have a reasonable basis. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.100(1).

65. Edgewell's representations about the germ-killing characteristics of Wet Ones® hand wipes are unlawful under the MMPA because they conceal, suppress and omit material facts from consumers regarding the lack of scientific support for Edgewell's claims, the ineffectiveness of BAC against many pathogenic microorganisms, and the otherwise limited efficacy of the

product given common environmental factors and variables. *See* Mo. Code Regs. Ann. tit. 15, § 60-9.100(1)-(3).

66. To be clear, Plaintiff does not bring this action pursuant to any FDA regulation or other federal law, but brings her claim under only the MMPA, which requires that Edgewell truthfully and accurately label its product to Missouri consumers. Plaintiff also does not bring this action against EPC, EPC Brands, or Playtex, but only against Edgewell.

67. As a direct and proximate result of Edgewell's unlawful conduct, Plaintiff and the members of the Class have suffered an ascertainable loss of money under the benefit of the bargain rule by paying more for Wet Ones® antibacterial hand wipes than the product was worth had it not been falsely, deceptively, misleadingly and unfairly represented. This constitutes a uniform, objective measure of damages for each class member, determined at the time of purchase without regard to any individualized consideration of transactional motivation or subsequent use of the product. Damages for each consumer are measured as the portion of the product purchase price reflecting the value of the falsely, deceptively, misleadingly or unfairly advertised product attributes.

68. Plaintiff and the Class are entitled to punitive damages because Edgewell's conduct involves a high degree of moral culpability and was wanton, outrageous and/or made with reckless disregard to the consequences to Plaintiff and the members of the Class.

Prayer for Relief

WHEREFORE, Plaintiff Connie Curts prays for judgment in favor of herself and the class against Defendant Edgewell Personal Care Company for actual damages, punitive damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, costs of suit, and any other appropriate relief.

Demand for Jury Trial

Plaintiff hereby demands a trial by jury on all claims and issues so triable.

Respectfully submitted,

SHANK & HEINEMANN, LLC

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CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of June 2023, the foregoing document was eFiled with the Court using the Case.Net system, which shall send a notification of filing to the following counsel of record:

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