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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ABRAHIM MAHALLATI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WIX.COM LTD.,

Defendant.

Case No. 3:26-cv-01134-WHO

**FIRST AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Abraham Mahallati (“Plaintiff”), individually and on behalf of all other persons
2 similarly situated, by and through his attorneys, makes the following allegations pursuant to the
3 investigation of his counsel and based upon information and belief, except as to allegations
4 specifically pertaining to himself and his counsel, which are based on personal knowledge.

5 **NATURE OF THE ACTION**

6 1. Plaintiff brings this class action Complaint against Defendant Wix.com Ltd.
7 (hereinafter “Defendant” or “Wix”) to seek redress for Defendant’s practice of unilaterally
8 modifying the terms of its agreement with customers and overcharging for its subscription services
9 on behalf of a California class of consumers (“Class Members”) within the applicable statute of
10 limitations period.

11 2. In short, Defendant charges consumers for subscription services at a set agreed upon
12 price, then unilaterally increases the price during the pendency of the subscription without
13 customers’ affirmative consent. Despite representing to consumers that they can cancel their
14 subscriptions “at any time,” consumers also do not generally receive refunds for canceled
15 subscriptions.

16 3. Defendant is engaged in the development, marketing, and sale of website
17 subscription services that are accompanied by deceptive billing practices that are not disclosed at
18 the time consumers sign up for services.

19 4. Consumers rely on the representations and advertisements of service providers to
20 know which subscription services to purchase. These subscription services automatically bill them
21 on a recurring basis.

22 5. When consumers sign up for services with a subscription retailer, they reasonably
23 believe that they will be billed in a transparent manner.

24 6. Defendant profits from the sale of the subscriptions. If not for Defendant’s
25 deceptive billing practices, consumers would not have purchased or subscribed to said services,
26 would have canceled their subscriptions, or would have chosen to purchase services from a
27 competitor.

JURISDICTION AND VENUE

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2 16. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
3 1332(d)(2)(A)-(C) because this case is a class action where the aggregate claims of all members of
4 the proposed Classes are in excess of \$5,000,000.00 exclusive of interest and costs, and Plaintiff, as
5 well as most members of the proposed class, are citizens of states different from Defendant.

6 17. This Court also has personal jurisdiction over Defendant because it conducts and
7 transacts business in the state of California, including this District, such as entering into contracts
8 for website services within this District. Furthermore, a substantial portion of the events giving
9 rise to Plaintiff’s claims occurred in this District, including Plaintiff’s purchases of the subscription
10 services.

11 18. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant
12 conducts substantial business in this District and a substantial part of the events giving rise to
13 Plaintiff’s claims took place within this District.

FACTUAL ALLEGATIONS

14
15 19. Defendant operates a website development platform, Wix.com, that allows users to
16 create and host websites through a subscription-based service model. Defendant markets its
17 platform to consumers seeking to establish an online presence, offering various subscription tiers
18 with different features and pricing structures.

19 20. Defendant derives substantial revenue from recurring subscription fees charged to
20 its users. To attract new subscribers, Defendant prominently advertises specific subscription prices
21 and terms on its website and in marketing materials, inducing consumers to sign up based on these
22 represented terms.

23 21. When consumers sign up for a subscription, they are presented with clearly stated
24 pricing terms. Defendant’s website displays the subscription price, billing frequency, and duration
25 of the subscription plan the consumer selects. Consumers reasonably rely on these representations
26 when deciding to purchase a subscription.

1 22. At the point of sale, Defendant presents consumers with a subscription agreement
2 that purports to govern the terms of the transaction. Consumers agree to pay the stated price for the
3 stated term in exchange for access to Defendant’s platform and services.

4 23. After consumers have entered into subscription agreements with Defendant,
5 Defendant unilaterally modifies the material terms of those agreements to its own benefit and to the
6 detriment of its subscribers.

7 24. Specifically, Defendant increases renewal prices above the originally agreed rate
8 without obtaining affirmative consent from affected subscribers.

9 25. Additionally, Defendant falsely represented to new customers that they could cancel
10 their subscription at any time. However, contrary to these representations, Defendant only permits
11 users to cancel a subscription within 14 days of the **first** time a user makes a purchase and does not
12 apply to automatic subscription renewals.

13 26. In essence, when Defendant represents to consumers that they may cancel at any
14 time, Defendant means that they can cancel their service and cease receiving any benefit from their
15 subscription and yet still be charged the full amount of the subscription. No reasonable consumer
16 would understand Defendant’s representation to mean this.

17 27. Additionally, Defendant charges users for automatic renewals weeks **before** a new
18 subscription period begins. Customers then cannot receive a refund for canceled subscriptions.

19 28. Thus, due to the combination of these policies, users are habitually charged for
20 vastly more than what they agreed to pay with no real ability to cancel their account and receive a
21 refund once they realize that Defendant unilaterally changed the terms of their agreement.

22 29. As a direct result of Defendant’s conduct, Plaintiff and Class Members have been
23 charged amounts exceeding what they agreed to pay when they subscribed to Defendant’s services.

24 30. In or about December 2021, Plaintiff signed up for a website subscription service
25 from Defendant.

26 31. The subscription service was to be charged to Plaintiff’s credit card.

1 40. The Classes do not include (1) Defendant, its officers, and/or its directors; (2) the
2 Judge and/or Magistrate to whom this case is assigned; (3) the Judge or Magistrate’s staff and
3 family; and (4) Plaintiff’s counsel and Defendant’s counsel.

4 41. Plaintiff reserves the right to amend the above class definitions and add additional
5 classes and subclasses as appropriate based on investigation, discovery, and the specific theories of
6 liability.

7 42. **Community of Interest:** There is a well-defined community of interest among
8 members of the Class, and the disposition of the claims of these members of the Class in a single
9 action will provide substantial benefits to all parties and to the Court.

10 43. **Numerosity:** While the exact number of members of the Class is unknown to
11 Plaintiff at this time and can only be determined by appropriate discovery, upon information and
12 belief, members of the Class number in the millions. The precise number of the members of the
13 Class and their identities are unknown to Plaintiff at this time but may be determined through
14 discovery. Members of the Class may be notified of the pendency of this action by mail and/or
15 publication through the distribution records of Defendant and third-party retailers and vendors.

16 44. **Existence and predominance of common questions of law and fact:** Common
17 questions of law and fact exist as to all members of the Class and predominate over any questions
18 affecting only individuals of the Class. These common legal and factual questions include, but are
19 not limited to:

- 20 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
21 practices in selling subscriptions to Plaintiff and other Class Members;
22 (b) Whether Defendant made misrepresentations with respect to the
23 subscriptions sold to consumers;
24 (c) Whether Defendant profited from the sale of the wrongly advertised
25 subscription services;
26 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
27 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*;
28 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
 injunctive relief;
 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed
 Plaintiff and Class Members; and

1 (g) The method of calculation and extent of damages for Plaintiff and Class
2 Members.

3 45. **Typicality:** The claims of the named Plaintiff are typical of the claims of other
4 members of the Class in that the named Plaintiff purchased Defendant's website subscription
5 service and was exposed to Defendant's unlawful, unfair and/or fraudulent practices described
6 herein, and suffered loss as a result of those practices.

7 46. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of
8 the Class as required by Federal Rule of Civil Procedure Rule 23(a)(4). Plaintiff is an adequate
9 representative of the Class because he has no interests adverse to the interests of the members of
10 the Class. Plaintiff is committed to the vigorous prosecution of this action, and, to that end, has
11 retained skilled and experienced counsel.

12 47. **Superiority:** A class action is superior to all other available methods for the fair and
13 efficient adjudication of the claims asserted in this action under Federal Rule of Civil Procedure
14 23(b)(3) because the expense and burden of individual litigation make it economically unfeasible
15 for members of the Class to seek to redress their claims other than through the procedure of a class
16 action. In addition, even if Class Members could afford individual litigation, the court system
17 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
18 cases would proceed. Individualized litigation would also present the potential for varying,
19 inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties
20 and to the court system, resulting in multiple trials of the same factual issues. By contrast, the
21 maintenance of this action as a class action, with respect to some or all of the issues presented
22 herein, presented fewer management difficulties, conserves the resources of the parties and of the
23 court system and protects the rights of each member of the Class. Plaintiff anticipates no difficulty
24 in the management of this action as a class action. Class-wide relief is essential to compel
25 compliance with California's consumer protection laws. If separate actions were brought by
26 individual members of the Class, Defendant could be subject to inconsistent obligations.

CAUSES OF ACTION

COUNT I

**Violation of the California False Advertising Act
Cal. Bus. & Prof. Code §§ 17500 *et seq.***

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

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

8 50. Pursuant to California Business and Professions Code § 17500, *et seq.*, it is unlawful
9 to engage in advertising “which is untrue or misleading, and which is known, or which by the
10 exercise of reasonable care should be known, to be untrue or misleading ... [or] to so make or
11 disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme
12 with the intent not to sell that personal property or those services, professional or otherwise, so
13 advertised at the price stated therein, or as so advertised.”

14 51. California Business and Professions Code § 17500, *et seq.*’s prohibition against
15 false advertising extends to the use of false or misleading written statements.

16 52. Defendant misled consumers by making misrepresentations and untrue statements
17 about the subscription services. Namely, Defendant represented to Plaintiff and Class Members
18 that the services would cost one price and then unilaterally charged a different price without
19 obtaining their affirmative consent. Defendant also represented to Plaintiff and Class Members
20 that that their services would be cancelable at any time but such services were not cancelable at any
21 time with a refund.

22 53. Defendant knew that its representations and omissions were untrue and misleading,
23 and deliberately made the aforementioned representations and omissions to deceive reasonable
24 consumers like Plaintiff and other Class Members.

25 54. As a direct and proximate result of Defendant’s misleading and false advertising,
26 Plaintiff and the other Class Members have suffered injury in fact and have lost money or property,
27 time, and attention. Plaintiff reasonably relied upon Defendant’s representations regarding the
28 subscription upon agreeing to it. In reasonable reliance on Defendant’s false advertisements,

1 Plaintiff and other Class Members purchased the subscriptions. In turn, Plaintiff and other Class
2 Members ended up with services that they were automatically overcharged for on a recurring basis,
3 and therefore Plaintiff and other Class Members have suffered injury in fact.

4 55. Plaintiff alleges that these false and misleading representations made by Defendant
5 constitute a “scheme with the intent not to sell that personal property or those services, professional
6 or otherwise, so advertised at the price stated therein, or as so advertised.”

7 56. Thus, Defendant knowingly sold subscriptions to Plaintiff and other putative class
8 members under deceptive and misleading terms.

9 57. The misleading and false advertising described herein presents a continuing threat to
10 Plaintiff and the Class Members in that Defendant persists and continues to engage in these
11 practices and will not cease doing so unless and until forced to do so by this Court. Defendant’s
12 conduct will continue to cause irreparable injury to consumers unless enjoined or restrained.
13 Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease its
14 false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members
15 Defendant’s revenues associated with their false advertising, or such portion of those revenues as
16 the Court may find equitable.

17 58. Plaintiff has no adequate remedy at law for this claim. There is no commensurate
18 legal remedy for Plaintiff’s requested relief under this count. Alternatively, legal remedies
19 available to Plaintiff are inadequate because they are not “equally prompt and certain and in other
20 ways efficient” as equitable relief. *American Life Ins. Co. v. Stewart*, 300 U.S. 203, 214 (1937);
21 *see also U.S. v. Bluit*, 815 F. Supp. 1314, 1317 (N.D. Cal. Oct. 6, 1992) (“the ‘mere existence’ of a
22 possible legal remedy is not sufficient to warrant denial of equitable relief”); *Quist v. Empire Water*
23 *Co.*, 2014 Cal. 646, 643 (1928) (“The mere fact that there may be a remedy at law does not oust the
24 jurisdiction of a court of equity. To have this effect, the remedy must also be speedy, adequate,
25 and efficacious to the end in view ... It must reach the whole mischief and secure the whole right
26 of the party in a perfect manner at the present time and not in the future”). Furthermore:

- 27 a) To the extent damages are available here, damages are not equally certain as
28 restitution because the standard that governs restitution is different than the

1 standard that governs damages. Hence, the Court may award restitution
2 even if it determines that Plaintiff fails to sufficiently adduce evidence to
3 support an award of damages;

- 4 b) Damages and restitution are not necessarily the same amount. Unlike
5 damages, restitution is not limited to the amount of money defendant
6 wrongfully acquired plus the legal rate of interest. Equitable relief,
7 including restitution, entitles the plaintiff to recover all profits from the
8 wrongdoing, even where the original funds taken have grown far greater
9 than the legal rate of interest would recognize. Plaintiff seeks such relief
10 here; and
- 11 c) Legal claims for damages are not equally certain as restitution because
12 claims under the UCL and unjust enrichment entail few elements.

13 59. Plaintiff also lacks an adequate remedy at law to prevent future harm.

14 **COUNT II**
15 **Violation of Unfair Business Practices Act**
16 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

17 60. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
18 forth herein.

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

21 62. Actions for relief under the unfair competition law may be based on any business
22 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as
23 a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is to provide
24 evidence of a causal connection between a defendant's business practices and the alleged harm--
25 that is, evidence that the defendant's conduct caused or was likely to cause substantial injury.
26 Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers
27 any single act of misconduct, as well as ongoing misconduct.

UNFAIR

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2 63. California Business & Professions Code § 17200 prohibits any “unfair . . . business
3 act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as alleged herein
4 also constitute “unfair” business acts and practices within the meaning of the UCL in that its
5 conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical,
6 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
7 attributable to such conduct. There were reasonably available alternatives to further Defendant’s
8 legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to
9 allege further conduct which constitutes other unfair business acts or practices. Such conduct is
10 ongoing and continues to this date.

11 64. To satisfy the “unfair” prong of the UCL, a consumer must show that the injury: (1)
12 is substantial; (2) is not outweighed by any countervailing benefits to consumers or competition;
13 and, (3) is not one that consumers themselves could reasonably have avoided.

14 65. Here, Defendant’s conduct has caused and continues to cause substantial injury to
15 Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury in fact
16 due to Defendant’s decision to sell them falsely described subscription services and Defendant’s
17 repeated increasing of consumers’ annual costs, overcharging consumers for their subscription
18 service, without disclosure, consent, or justification. Thus, Defendant’s conduct has caused
19 substantial injury to Plaintiff and the members of the Class.

20 66. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant while
21 providing no benefit of any kind to any consumer. Such deception utilized by Defendant
22 convinced Plaintiff and members of the Class that they would be charged the price they agreed to.
23 But Plaintiff and members of the Class were in fact unilaterally charged a different price without
24 their affirmative consent. Moreover, such deception utilized by Defendant convinced Plaintiff and
25 members of the Class that the subscriptions were cancelable at any time. But the services were not
26 in fact cancelable at any time and consumers who canceled without a refund suffered a loss. No
27 benefit accrued to consumers as a result of this conduct. Thus, the injury suffered by Plaintiff and
28 the members of the Class is not outweighed by any countervailing benefits to consumers. Finally,

1 the injury suffered by Plaintiff and members of the Class is not an injury that these consumers
2 could reasonably have avoided. After Defendant falsely represented the subscriptions, Plaintiff and
3 Class Members suffered injury in fact due to Defendant's sale of subscriptions to them. As such,
4 Defendant took advantage of Defendant's position of perceived power to deceive Plaintiff and the
5 Class Members to purchase subscription services. Therefore, the injury suffered by Plaintiff and
6 members of the Class is not an injury which these consumers could reasonably have avoided.

7 67. Thus, Defendant's conduct has violated the "unfair" prong of California Business &
8 Professions Code § 17200.

9 FRAUDULENT

10 68. California Business & Professions Code § 17200 prohibits any "fraudulent ...
11 business act or practice." To prevail under the "fraudulent" prong of the UCL, a consumer must
12 allege that the fraudulent business practice was likely to deceive members of the public. The test
13 for "fraud" as contemplated by California Business and Professions Code § 17200 is whether the
14 public is likely to be deceived. Unlike common law fraud, a § 17200 violation can be established
15 even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage.

16 69. Here, not only were Plaintiff and the Class Members likely to be deceived, but these
17 consumers were actually deceived by Defendant. Such deception is evidenced by the fact that
18 Plaintiff agreed to one price and was unilaterally and without consent charged another. Such
19 deception is also evidenced by the fact that Plaintiff agreed to purchase yearly subscriptions under
20 the basic common sense assumption that canceling the subscription at any time would entail a
21 refund. Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the unequal
22 bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that Defendant's
23 fraudulent business practice would deceive other members of the public.

24 70. As explained above, Defendant deceived Plaintiff and other Class Members by
25 representing that the subscriptions would be cancelable at any time on Defendant's website, and
26 thus falsely represented the subscription services. Thus, Defendant's conduct has violated the
27 "fraudulent" prong of California Business & Professions Code § 17200.

UNLAWFUL

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2 71. California Business & Professions Code § 17200, *et seq.* prohibits “any unlawful ...
3 business act or practice.”

4 72. As explained above, Defendant deceived Plaintiff and other Class Members by
5 representing that they would be charged one price when they were in fact unilaterally and without
6 consent charged a higher price. Additionally, Defendant deceived Plaintiff and other Class
7 Members by representing that its subscriptions would be cancelable at any time when they in fact
8 were not cancelable at any time.

9 73. Defendant used false advertising, marketing, and misrepresentations to induce
10 Plaintiff and Class Members to purchase the subscriptions, in violation of California Business &
11 Professions Code § 17500, *et seq.* Had Defendant not falsely advertised, marketed or
12 misrepresented the subscriptions, Plaintiff and Class Members would not have purchased them.
13 Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and Class
14 Members.

15 74. These representations by Defendant therefore constitute an “unlawful” business
16 practice or act under California Business & Professions Code § 17200 *et seq.*

17 75. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
18 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
19 forth in the Prayer for Relief. Additionally, pursuant to California Business & Professions Code §
20 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately cease such
21 acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its
22 actions.

23 76. Defendant’s violations of the UCL entitle Plaintiff and the class members to
24 injunctive relief and full restitution.

25 77. Plaintiff and the general public lack an adequate remedy at law to remedy and/or
26 mitigate the totality of the injuries and misconduct described herein.

27 78. Absent injunctive relief, Defendant will continue to injure Plaintiff and class
28 members. Defendant’s conduct and omissions of material fact are ongoing. And, even if such

1 conduct were to cease, it is behavior that is capable of repetition or reoccurrence by Defendant yet
2 evades review.

3 79. Plaintiff has no adequate remedy at law for this claim. There is no commensurate
4 legal remedy for Plaintiff's requested relief under this count. Alternatively, legal remedies
5 available to Plaintiff are inadequate because they are not "equally prompt and certain and in other
6 ways efficient" as equitable relief. *American Life Ins. Co. v. Stewart*, 300 U.S. 203, 214 (1937);
7 *see also U.S. v. Blutt*, 815 F. Supp. 1314, 1317 (N.D. Cal. Oct. 6, 1992) ("the 'mere existence' of a
8 possible legal remedy is not sufficient to warrant denial of equitable relief"); *Quist v. Empire Water*
9 *Co.*, 2014 Cal. 646, 643 (1928) ("The mere fact that there may be a remedy at law does not oust the
10 jurisdiction of a court of equity. To have this effect, the remedy must also be speedy, adequate,
11 and efficacious to the end in view ... It must reach the whole mischief and secure the whole right
12 of the party in a perfect manner at the present time and not in the future"). Furthermore:

- 13 a) To the extent damages are available here, damages are not equally certain as
14 restitution because the standard that governs restitution is different than the
15 standard that governs damages. Hence, the Court may award restitution
16 even if it determines that Plaintiff fails to sufficiently adduce evidence to
17 support an award of damages;
- 18 b) Damages and restitution are not necessarily the same amount. Unlike
19 damages, restitution is not limited to the amount of money defendant
20 wrongfully acquired plus the legal rate of interest. Equitable relief,
21 including restitution, entitles the plaintiff to recover all profits from the
22 wrongdoing, even where the original funds taken have grown far greater
23 than the legal rate of interest would recognize. Plaintiff seeks such relief
24 here; and
- 25 c) Legal claims for damages are not equally certain as restitution because
26 claims under the UCL and unjust enrichment entail few elements.

27 80. Plaintiff also lacks an adequate remedy at law to prevent future harm.
28

PRAYER FOR RELIEF

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

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring Defendant, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring Defendant to engage in corrective advertising regarding the conduct discussed above;
- (e) Full restitution of all funds acquired from Plaintiff and Class Members from the sale of subscription services during the relevant class period;
- (f) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (g) Pre- and post-judgment interest; and
- (h) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

JURY TRIAL DEMANDED

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

Dated: April 16, 2026

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