

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

	:	X
Ludgyna Louis and Ciasse Jarrett,	:	
individually and on behalf of all others	:	
similarly situated,	:	Case No. _____
	:	
Plaintiffs,	:	
v.	:	
	:	
	:	CLASS ACTION COMPLAINT
Nara Organics, Inc.,	:	
	:	<u>JURY TRIAL DEMANDED</u>
Defendant.	:	
	:	
	:	
	:	X

Plaintiffs Ludgyna Louis and Ciasse Jarrett (hereinafter “Plaintiffs”), individually and on behalf of all others similarly situated, by their attorneys, allege the following upon information and belief, except for those allegations pertaining to Plaintiffs, which are based on personal knowledge:

NATURE OF THE ACTION

1. This action seeks to remedy the deceptive and misleading business practices of Nara Organics, Inc. (hereinafter “Defendant”) with respect to the manufacturing, marketing, and sale of Defendant’s Nara Organics infant formula product throughout the United States (hereinafter the “Products”).

2. Defendant has improperly, deceptively, and misleadingly labeled and marketed its Products to reasonable consumers, like Plaintiffs, by omitting and not disclosing to consumers on its packaging that the Products are contaminated with *clostridium botulinum*, also known as infant botulism.

3. As described in further detail below, the Products contain *clostridium botulinum* which could lead to serious and life-threatening adverse health consequences. Infant botulism is

a potentially fatal illness that presents a serious threat to the health of infants, which occurs when *clostridium botulinum* spores are ingested and colonize the intestinal tract, producing botulinum neurotoxins in the immature gut of infants. Affected infants can present with some or all of the following signs and symptoms: constipation, poor feeding, ptosis (drooping eyelid), sluggish pupils, low muscle tone, difficulty sucking and swallowing, weak or altered cry, generalized weakness, respiratory difficulty, and possibly respiratory arrest or death.

4. Plaintiffs and those similarly situated (hereinafter “Class Members”) expect that the infant baby formula products they purchase will not contain, or risk containing, any knowingly harmful substances that cause severe disease and even be life threatening.

5. Unfortunately for consumers, like Plaintiffs, the infant formula products they purchased contain *clostridium botulinum*.

6. Defendant is using a marketing and advertising campaign that omits from the packaging that the Products contain, or risk containing, *clostridium botulinum*. Knowing of the presence of *clostridium botulinum* is material to reasonable consumers. The presence of *clostridium botulinum* was solely within the possession of Defendant, and consumers could only obtain such information by conducting by sending the products off to a laboratory for extensive testing. This omission leads a reasonable consumer to believe they are not purchasing a product containing a known bacterium, such as *clostridium botulinum*, when in fact they are purchasing a product contaminated with *clostridium botulinum*.

7. A representative example of Defendant's lack of disclosure on the Products is depicted below:



8. Consumers like the Plaintiffs trust manufacturers such as Defendant to sell products that are safe and free from harmful known substances, including *clostridium botulinum*.

9. Plaintiffs and other Class Members expect that the food products they purchase will not contain, or risk containing, any knowingly harmful substances that cause disease.

10. Unfortunately for consumers, like Plaintiffs, the baby infant Products they purchased contained, or were at risk of containing, *clostridium botulinum*.

11. Defendant's own recall and other testing confirmed and demonstrated the presence of *clostridium botulinum* in the Plaintiffs' products.

Defendant's Recall is Insufficient

12. Defendant issued a recall of its Products on June 12, 2026.

13. A consumer must retain the Products to be eligible for a refund—and Defendant deliberately designed the recall to preclude the vast majority of consumers from receiving it.

14. Defendant knows that any consumer who learns of the recall will be predisposed to throw the Products away. Defendant also knows that consumers shop at multiple locations and do not always purchase the Products at the same location. And most consumers do not keep receipts—and therefore cannot obtain a refund at the purchase location for the recalled Products.

15. Accordingly, Defendant's recall is designed to reach very few people and is designed to benefit very few of the consumers who purchased the Products.

16. The class action remedy is superior to Defendant's failed recall in every conceivable fashion.

17. Defendant is using a marketing and advertising campaign that omits from the packaging that the Products contain *clostridium botulinum*. This omission leads a reasonable consumer to believe they are not purchasing a product that contains foodborne illness caused by *clostridium botulinum*, when, in fact, they are purchasing a product contaminated with *clostridium botulinum*.

18. Defendant's marketing and advertising campaign includes the one place that every consumer looks when purchasing a product: the packaging and labels themselves. As such, a reasonable consumer reviewing Defendant's labels reasonably believes that they are purchasing products that are safe for oral ingestion and do not contain any harmful ingredients. Indeed, consumers expect the packaging and labels to accurately disclose the presence of such foodborne illness within the Products. Thus, reasonable consumers would not think that Defendant is omitting that the Products contain, or are at risk of containing, *clostridium botulinum*.

19. Defendant's advertising and marketing campaign is false, deceptive, and misleading because the Products do contain, or risk containing, *clostridium botulinum*, which is dangerous to one's health and well-being. Nevertheless, Defendant does not list or mention *clostridium botulinum* anywhere on the Products' packaging or labeling.

20. Defendant's misrepresentations and omissions of the safety of the Products and what is in the Products were material to Plaintiffs and Class Members. Consequently, Plaintiffs and Class Members lost the entire benefit of their bargain when what they received was a food product contaminated with *clostridium botulinum* that is harmful to consumers' health.

21. That is because Defendant's Products containing, or at risk of *clostridium botulinum* have no value, or at the very least, Defendant was able to charge significantly more for the Products than they would have had they not omitted the fact that the Products contain—or possibly contain—*clostridium botulinum*.

22. As set forth below, food products, such as Defendant's Products, are in no way safe for human consumption and are entirely worthless.

23. Alternatively, Plaintiffs and Class Members paid a price premium for the Products based upon Defendant's marketing and advertising campaign including its false and misleading representations and omissions on the Products' labels. Given that Plaintiffs and Class Members paid a premium for the Products, Plaintiffs and Class Members suffered an injury in the amount of the premium paid.

24. Accordingly, Defendant's conduct violated and continues to violate, *inter alia*, the North Carolina Unfair and Deceptive Trade Practices Act and the Nevada Deceptive Trade Practices Act. Defendant also breached and continues to breach its warranties regarding the Products.

25. Plaintiffs bring this action against Defendant on behalf of themselves and Class Members who purchased the Products during the applicable statute of limitations period (the “Class Period”).

FACTUAL BACKGROUND

26. Defendant manufactures, markets, advertises, and sells food products.

27. Consumers have become increasingly concerned about the effects of ingredients in products that they orally ingest. Companies, such as Defendant, have capitalized on consumers’ desire for food products, and indeed, consumers are willing to pay, and have paid, a premium for these products.

28. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product contains unsafe substances, such as botulism, especially at the point of sale, and therefore must and do rely on Defendant to truthfully and honestly report what the Products contain or are at risk of containing on the Products’ packaging or labels.

29. The Products’ packaging does not identify *clostridium botulinum*. Indeed, *clostridium botulinum* is not listed anywhere on the packaging, nor is there any warning about its inclusion (or potential inclusion) in the Products. This leads reasonable consumers to believe the Products do not contain, and are not at risk of containing, *clostridium botulinum*.

30. However, the Products contain, or are at risk of containing, *clostridium botulinum*.

31. Defendant is a large and sophisticated corporation that has been in the business of producing, manufacturing, selling, and distributing food products for many years, including producing and manufacturing the contaminated Products.

32. Defendant is in the unique and superior position of knowing the ingredients and raw materials used in the manufacturing of its Products and possesses unique and superior knowledge regarding the manufacturing process of the Products, the manufacturing process of the

ingredients and raw materials the Products contain, and the risks associated with those processes, such as the risk of *clostridium botulinum* contamination, as well as the ability to test the Products for *clostridium botulinum* contamination prior to releasing the Products into the stream of commerce. Such knowledge is solely within the possession of Defendant.

33. Accordingly, Defendant possesses superior knowledge regarding the risks involved in the production and manufacturing of its Products. Such knowledge is not readily available to consumers like Plaintiffs and Class Members.

34. Defendant has a duty to provide consumers, like Plaintiffs and Class Members, with accurate information about the contents of the Products.

35. Therefore, Defendant's false, misleading, and deceptive omissions regarding the Products containing *clostridium botulinum* are likely to continue to deceive and mislead reasonable consumers and the public, as they have already deceived and misled Plaintiffs and the Class Members.

36. Defendant's misrepresentations and omissions were material and intentional because people are concerned with what is in the products that they orally ingest. Consumers such as Plaintiffs and the Class Members are influenced by the marketing and advertising campaign, the Products' labels, and the listed ingredients. Defendant knows that if it had not omitted that the Products contained *clostridium botulinum*, then Plaintiffs and the Class would not have purchased the Products, or, at the very least, would not have paid nearly as much for the Products.

37. Consumers rely on marketing and information in making purchasing decisions.

38. By omitting that the Products include botulism on the labels of the Products throughout the Class Period, Defendant knows that those omissions are material to consumers since they would not purchase a product that contained *clostridium botulinum*.

39. Defendant's deceptive representations and omissions are material in that a

reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions.

40. Defendant's false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled Plaintiffs and the Class Members.

41. In making the false, misleading, and deceptive representations and omissions described herein, Defendant knew and intended that consumers would pay a premium for a product marketed without *clostridium botulinum* over comparable products not so marketed.

42. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representation and omission, Defendant injured Plaintiffs and the Class Members in that they:

- a. Paid a sum of money for Products that were not what Defendant represented;
- b. Paid a premium price for Products that were not what Defendant represented;
- c. Were deprived of the benefit of the bargain because the Products they purchased was different from what Defendant warranted;
- d. Were deprived of the benefit of the bargain because the Products they purchased had less value than what Defendant represented; and
- e. Were denied the benefit of the properties of the Products Defendant promised.

51. Had Defendant not made the false, misleading, and deceptive representations and omissions, Plaintiffs and the Class Members would not have been willing to pay the same amount for the Products they purchased, and/or Plaintiffs and the Class Members would not have been willing to purchase the Products.

52. Plaintiffs and the Class Members paid for Products that do not contain *clostridium botulinum*. Since the Products do indeed or possibly contain *clostridium botulinum*, the Products Plaintiffs and the Class Members received were worth less than the Products for which they paid.

53. Plaintiffs and the Class Members all paid money for the Products; however, Plaintiffs and the Class Members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions. Plaintiffs and the Class Members purchased, purchased more of, and/or paid more for the Products than they would have had they known the truth about the Products. Consequently, Plaintiffs and the Class Members have suffered injury in fact and lost money as a result of Defendant's wrongful conduct.

54. Plaintiffs and Class Members saw the Products' packaging prior to purchasing the Products. Had Plaintiffs and Class Members known the truth about the Products, i.e., that they do or possibly contain infant botulism, they would not have been willing to purchase them at any price, or, at minimum would have paid less for them.

JURISDICTION AND VENUE

55. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. section §1332(d) in that (1) this is a class action involving more than 100 class members; Plaintiff Louis is a citizen of North Carolina, Plaintiff Jarrett is a citizen of Nevada, and Defendant Nara Organics Inc. is a citizen of New York; and (3) the amount in controversy is in excess of \$5,000,000, exclusive of interests and costs.

56. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts business in the state of New York, is headquartered in New York, contracts to supply goods within the state of New York, and supplies goods within the state of New York.

57. Venue is proper because Defendant Nara Organics resides in the Southern District of New York.

PARTIES

Plaintiffs

58. Plaintiff Louis is a citizen and resident of Guilford County, North Carolina. Plaintiff Jarrett is a citizen and resident of Clark County, Nevada. During the applicable statute of limitations period, Plaintiffs purchased and used Defendant's Products that possibly contained, or had the risk of containing *clostridium botulinum*. Prior to purchasing the Product, Plaintiffs saw the packaging of the Product.

59. Had Defendant not made the false, misleading, and deceptive representations and omissions regarding the contents of the Products, Plaintiffs would not have been willing to purchase the Products or pay as much for the Products. Plaintiffs purchased, purchased more of, and/or paid more for the Products than they would have had they known the truth about the Products. The Products Plaintiffs received were worthless because they possibly contained *clostridium botulinum*. Alternatively, Plaintiffs paid a price premium based on Defendant's false, misleading, and deceptive misrepresentations and omissions. Accordingly, Plaintiffs were injured in fact and lost money as a result of Defendant's improper conduct.

Defendant

60. Defendant, Nara Organics, Inc. is a New York company with its principal place of business in New York.

61. Defendant manufactures, markets, advertises, and distributes the Products throughout the United States. Defendant created and/or authorized the false, misleading, and deceptive advertisements, packaging, and labeling of its Products.

CLASS ALLEGATIONS

62. Plaintiffs bring this matter on behalf of themselves and those similarly situated. As detailed at length in this Complaint, Defendant orchestrated deceptive marketing and labeling practices. Defendant's customers were uniformly impacted by and exposed to this misconduct. Accordingly, this Complaint is uniquely situated for class-wide resolution.

63. The Class is defined as all consumers who purchased the Products anywhere in the United States during the Class Period (the "**Nationwide Class**").

64. Plaintiffs also seek certification, to the extent necessary or appropriate, of a subclass of individuals who purchased the Products in the State of North Carolina at any time during the Class Period (the "**North Carolina Subclass**"), and a subclass of individuals who purchased the Products in the State of Nevada at any time during the Class Period (the "**Nevada Subclass**").

65. The Nationwide Class, the North Carolina Subclass, and the Nevada Subclass are referred to collectively throughout the Complaint as the Class unless otherwise specified herein.

66. The Class is properly brought and should be maintained as a class action under Rule 23(a), satisfying the class action prerequisites of numerosity, commonality, typicality, and adequacy because:

67. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiffs believe that there are thousands of consumers in the Class and the Subclasses who are Class Members as described above who have been damaged by Defendant's deceptive and misleading practices.

68. Commonality: The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

- a. Whether Defendant was responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Products;
- b. Whether Defendant's misconduct set forth in this Complaint demonstrates that Defendant has engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of its Products;
- c. Whether Defendant made false and/or misleading statements and omissions to the Class and the public concerning the contents of its Products;
- d. Whether Defendant's false and misleading statements and omissions concerning its Products were likely to deceive the public; and
- e. Whether Plaintiffs and the Class are entitled to money damages under the same causes of action as the other Class Members

69. Typicality: Plaintiffs are members of the Class. Plaintiffs' claims are typical of the claims of each Class Member in that every member of the Class was susceptible to the same deceptive, misleading conduct and purchased Defendant's Products. Plaintiffs are entitled to relief under the same causes of action as the other Class Members.

70. Adequacy: Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the Class Members they seek to represent, their consumer fraud claims are common to all members of the Class, they have a strong interest in vindicating their rights, they have retained counsel competent and experienced in complex class action litigation, and counsel intends to vigorously prosecute this action.

71. Predominance: Pursuant to Rule 23(b)(3), common issues of law and fact identified above predominate over any other questions affecting only individual members of the Class. The Class issues fully predominate over any individual issues because no inquiry into individual conduct is necessary; all that is required is a narrow focus on Defendant's deceptive and misleading

marketing and labeling practices.

72. Superiority: A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

a. The joinder of thousands of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;

b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claims, thereby making it impracticable, unduly burdensome, and expensive—if not totally impossible—to justify individual actions; When Defendant’s liability has been adjudicated, all Class Members’ claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;

c. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;

d. Plaintiffs know of no difficulty to be encountered in the management of this action that would preclude their maintenance as a class action;

e. This class action will assure uniformity of decisions among Class Members;

f. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation;

g. Class Members’ interests in individually controlling the prosecution of separate actions are outweighed by their interest in efficient resolution by a single class action; and

h. It would be desirable to concentrate in this single venue the litigation of all Class Members who were induced by Defendant's uniform false advertising to purchase its Products.

73. Accordingly, this Class is properly brought and should be maintained as a class action under Rule 23(b)(3) because questions of law or fact common to Class Members predominate over any questions affecting only individual members, and because a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

CLAIMS
FIRST CAUSE OF ACTION

Violation of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 et seq.
(On Behalf of Plaintiff Louis and the North Carolina Subclass)

74. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

75. Plaintiff Louis brings this claim on behalf of herself and the North Carolina Subclass.

76. The North Carolina Unfair and Deceptive Trade Practices Act prohibits “unfair or deceptive acts or practices in or affecting commerce.” N.C. Gen. Stat. § 75-1.1(a).

77. Defendant manufactured, marketed, and sold infant formula contaminated—or at risk of contamination—with *clostridium botulinum*, and omitted that fact from the Products' packaging and labeling. That conduct is an unfair and deceptive act or practice in or affecting commerce.

78. Defendant's omission was material. A reasonable consumer would attach importance to whether infant formula contains, or risks containing, a potentially fatal bacterium, and would rely on that information in deciding whether to purchase the Products.

79. Defendant possessed exclusive knowledge of the contamination and the risk of

contamination. Plaintiff Louis and the North Carolina Subclass could not have discovered it through reasonable diligence, and they reasonably relied on Defendant to disclose what it alone knew.

80. Defendant's conduct possessed the capacity to mislead, and did in fact mislead, Plaintiff Louis and the North Carolina Subclass.

81. As a direct and proximate result of Defendant's unfair and deceptive conduct, Plaintiff Louis and the North Carolina Subclass suffered an ascertainable loss—the purchase price of worthless Products, or in the alternative the premium they paid over the Products' true value.

82. Defendant's violations entitle Plaintiff Louis and the North Carolina Subclass to actual damages, trebled pursuant to N.C. Gen. Stat. § 75-16, together with attorneys' fees and costs pursuant to N.C. Gen. Stat. § 75-16.1.

SECOND CAUSE OF ACTION

Violation of the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. § 598.0903 et seq. (On Behalf of Plaintiff Jarrett and the Nevada Subclass)

83. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

84. Plaintiff Jarrett brings this claim on behalf of herself and the Nevada Subclass.

85. The Nevada Deceptive Trade Practices Act declares unlawful a range of deceptive trade practices in the conduct of business. A person engages in a deceptive trade practice when, in the course of business, the person knowingly fails to disclose a material fact in connection with the sale of goods. Nev. Rev. Stat. § 598.0923(2).

86. Defendant sold infant formula contaminated—or at risk of contamination—with *clostridium botulinum* while knowingly failing to disclose that fact on the Products' packaging and labeling.

87. The omitted fact was material. A reasonable consumer would attach importance to whether infant formula contains, or risks containing, a potentially fatal bacterium in deciding whether to purchase the Products.

88. Defendant's deceptive trade practices deceived, and had the capacity to deceive, Plaintiff Jarrett and the Nevada Subclass, who reasonably relied on Defendant to disclose what it alone knew.

89. As a direct and proximate result of Defendant's deceptive trade practices, Plaintiff Jarrett and the Nevada Subclass suffered damage—the purchase price of worthless Products, or in the alternative, the premium they paid over the Products' true value.

90. Defendant's violations entitle Plaintiff Jarrett and the Nevada Subclass to recover damages, costs, and reasonable attorneys' fees pursuant to Nev. Rev. Stat. § 41.600.

THIRD CAUSE OF ACTION

Negligence

(On Behalf of Plaintiffs and the Nationwide Class, or in the Alternative the North Carolina and Nevada Subclasses)

91. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein. Plaintiffs Louis and Jarrett bring this claim on behalf of themselves and the Nationwide Class, or alternatively and the North Carolina and Nevada Subclasses (the "Class").

92. Defendant's manufacture, distribution, and sale of the Products contaminated with *clostridium botulinum* constituted negligence—a failure to act in accordance with the standard of care owed to consumers. Defendant owed Plaintiffs and the Class a duty not to place a materially defective product into the stream of commerce, and Defendant breached that duty when it manufactured, distributed, and sold the contaminated Products to consumers, including Plaintiffs.

93. Defendant also breached its duty of care by negligently failing to timely and

adequately warn Plaintiffs and the Class of the contamination, even after Defendant knew or should have known of the manufacturing defect in the Products.

94. As a direct and proximate result of Defendant's negligence, Plaintiffs and the Class suffered economic injury, entitling them to just compensation, as detailed below.

FOURTH CAUSE OF ACTION

Unjust Enrichment

(On Behalf of Plaintiffs and the Nationwide Class, or in the Alternative the North Carolina and Nevada Subclasses)

95. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

96. Plaintiffs Louis and Jarrett bring this claim on behalf of themselves and the Nationwide Class, or alternatively and the North Carolina and Nevada Subclasses (the "Class").

97. Plaintiffs plead this claim in the alternative.

98. Plaintiffs and the Class conferred a benefit on Defendant—the monies they paid for the Products—which Defendant accepted and retained.

99. It would be inequitable for Defendant to retain that benefit, which it obtained through the deceptive omission of the Products' contamination.

100. Plaintiffs and the Class seek restitution and disgorgement of the monies Defendant inequitably obtained.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for judgment as follows:

- (a) Declaring this action to be a proper class action and certifying Plaintiffs as the representative of the Class; and appointing Plaintiffs' counsel as Class Counsel under Rule 23 of the

FRCP;

- (b) Declaring that Defendant is financially responsible for notifying the Class members of the pendency of this suit;
- (c) Awarding monetary damages and treble damages;
- (d) Awarding actual damages, trebled pursuant to N.C. Gen. Stat. § 75-16, together with attorneys' fees and costs pursuant to N.C. Gen. Stat. § 75-16.1, on the North Carolina Subclass's claim;
- (e) Awarding damages, costs, and reasonable attorneys' fees pursuant to Nev. Rev. Stat. § 41.600 on the Nevada Subclass's claim;
- (f) Awarding punitive damages;
- (g) Awarding Plaintiffs and Class Members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiffs' attorneys, experts, and reimbursement of Plaintiffs' expenses; and
- (h) Granting such other and further relief as the Court may deem just and proper.

Dated: June 17, 2026

Respectfully submitted,

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/s/ Charles D. Moore

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