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 OF ORIGINAL FILED  
 Los Angeles Superior Court

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MAR 27 2007

John A. Clark, Executive Officer/Clerk  
 By *[Signature]* Deputy

10 Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA BC 368561  
 12 FOR THE COUNTY OF LOS ANGELES

13 LOIS GRADY, KAYE STEINSAPIR,  
 14 individually and on behalf of all others  
 15 similarly situated,

CASE NO:

COMPLAINT FOR DAMAGES:

16 Plaintiff,

**CLASS ACTION** (Plaintiff  
 Class) (California Code of Civil  
 Procedure §382)

17 v.

1. STRICT PRODUCTS LIABILITY

18  
 19 MENU FOODS INCOME FUND,  
 20 MENU FOODS, INC., MENU FOODS  
 LIMITED, MENU FOODS  
 21 OPERATING LIMITED  
 PARTNERSHIP, MENU FOODS  
 22 MIDWEST CORP., PETCO ANIMAL  
 SUPPLIES, INC., NUTRO PRODUCTS,  
 23 INC. and DOES 1 through 100,  
 inclusive,

2. NEGLIGENCE

3. BREACH OF WARRANTIES

24 Defendants.

4. UNFAIR BUSINESS  
 PRACTICES BUSINESS  
 & PROFESSIONS CODE  
 §§ 17200 ET SEQ.)

25 DEMAND FOR JURY TRIAL

26  
27  
28

1 Plaintiffs Lois Grady and Kaye Steinsapir, individually on behalf of  
2 themselves, and on behalf all others similarly situated, and the general public, on  
3 information and belief, make the following allegations to support this complaint:  
4

5  
6 **INTRODUCTION**

7  
8 1. Plaintiffs file this class action on behalf of themselves and similarly  
9 situated individuals whose pets died and/or became seriously ill after ingesting various  
10 brands of tainted wet, or “cuts and gravy” style, dog and cat food manufactured by  
11 defendant Menu Foods and distributed and sold throughout the State of California and the  
12 Country. The food, including popular brands such as Iams, Eukanuba, Nutro Natural  
13 Choice, Nutro Ultra, Special Kitty, Loving Meals, Winn Dixie, Science Diet and other  
14 labels that were marketed to consumers as healthy and nutritious food for their pets, was  
15 found to contain aminopterin – a chemical substance used to kill rats and other rodents.  
16 Although Menu Foods has issued what is purported to be one of the largest, if not the  
17 largest, recalls of products in the pet food industry’s history, countless pets have died,  
18 experienced kidney failure and/or suffered other serious adverse health consequences as a  
19 result of eating the contaminated food.  
20

21 **NATURE OF THE ACTION**

22 2. Plaintiffs bring this action on behalf of themselves and numerous others  
23 pet owners throughout the State of California whose pets became ill and/or died after  
24 having ingested tainted pet food which was manufactured and distributed by Defendants.  
25

26 **JURISDICTION AND VENUE**

27 3. This Court has personal jurisdiction over the defendants because they are  
28 residents of and/or doing business in the State of California.



1 **DEFENDANTS**

2 7. Plaintiffs are informed and believe and thereon allege that Defendants  
3 MENU FOODS INCOME FUND, MENU FOODS, INC., MENU FOODS LIMITED,  
4 MENU FOODS OPERATING LIMITED PARTNERSHIP, MENU FOODS MIDWEST  
5 CORP. (the Menu Foods entities shall hereinafter be collectively referred to as “MENU  
6 FOODS”), PETCO ANIMAL SUPPLIES, INC. (hereinafter “PETCO”), NUTRO  
7 PRODUCTS, INC. and Does 1 through 100, are corporations or other business entities  
8 doing business in the State of California. Plaintiffs are further informed and believe and  
9 thereon allege that all named Defendants either manufactured, sold, re-sold, inspected,  
10 marketed, distributed and/or placed into the stream of commerce numerous brands of pet  
11 food, including, without limitation, Nutro Natural Choice, Iams, Eukanuba, Nutro Ultra,  
12 Special Kitty, Loving Meals, Winn Dixie, Science Diet and numerous other brands,  
13 which have since been recalled (hereinafter referred to as the “Pet Food” or  
14 “PRODUCT”) that was ingested by pet animals belonging to Plaintiffs and others  
15 similarly situated, and caused these pets to become ill and/or die. As a result of  
16 Defendants’ conduct, Plaintiffs, and all others similarly situated, sustained damages.

17  
18 8. Plaintiffs are further informed and believe and thereon allege that  
19 defendant PETCO’s principal place of business and corporate headquarters are located in  
20 the State of California.

21  
22 9. Plaintiffs are informed and believe and thereon allege that Defendant  
23 Nutro Products Inc., which distributes Nutro Natural Choice and other pet foods, is a  
24 corporation duly registered under the laws of the State of California.

25  
26 10. The true names and capacities, whether corporate, associate, individual  
27 or otherwise of defendants DOES 1 through 100, inclusive, are unknown to plaintiffs,  
28

1 who therefore sues said defendants by such fictitious names. Each of the defendants  
2 designated herein as a DOE is negligently or otherwise legally responsible in some  
3 manner for the events and happenings herein referred to and caused injuries and damages  
4 proximately thereby to the plaintiffs, as herein alleged. Plaintiffs will ask leave of Court  
5 to amend this Complaint to show their names and capacities when the same have been  
6 ascertained.

7  
8 11. At all times herein mentioned, defendants, and each of them, were the  
9 agents, representatives, employees, successors and/or assigns, each of the other and at all  
10 times pertinent hereto were acting within the course and scope of their authority as such  
11 agents, representatives, employees, successors and/or assigns.

12  
13 **CLASS ACTION ALLEGATIONS**

14 12. Plaintiffs bring this action on behalf of themselves and all others  
15 similarly situated as a class action pursuant to California Code of Civil Procedure Section  
16 382. The class that Plaintiffs seek to represent (herein referred to as "PLAINTIFF  
17 CLASS") is composed of and defined as follows:

18 **All persons within the State of California whose pets ingested the Pet Food**  
19 **and, as a result, became ill and/or died.**

20  
21 13. The members of the class are so numerous that joinder of all members  
22 would be unfeasible and not practicable. The membership of the entire class is unknown  
23 to Plaintiffs at this time; however, it is estimated that the entire class is greater than 1,000  
24 individuals, but the identity of such membership is readily ascertainable via inspection of  
25 records and other documents maintained by Defendants.

26 //

27 //

28

1           14.     There are common questions of law and fact as to the class which  
2 predominate over questions affecting only individual members including, without,  
3 limitation:

- 4           A.     Did Defendants either manufacture, sell, inspect, market, distribute  
5                 and/or place the Pet Food into the stream of commerce?  
6           B.     Was the Pet Food a defective product?  
7           C.     Did the Defendants knowingly or negligently make false statements  
8                 about the safety of the Pet Food?  
9           D.     Did Plaintiffs and others similarly situated rely upon Defendants' false  
10                representations regarding the safety of the Pet Food for consumption by  
11                animals?  
12           E.     Did Defendants Breach any warranties regarding the safety of the Pet  
13                Food?  
14           F.     Did Defendants know, or should they have known, about the risks posed  
15                to pets consuming the Pet Food, and if so, when did they know of this  
16                risk?  
17           G.     Did the Pet Food cause pets belonging to Plaintiffs and others similarly  
18                situated to become ill and/or die?  
19           H.     Did Plaintiffs and others similarly situated suffer compensatory damages  
20                as a result of Defendants' conduct?  
21           I.     Whether Defendants engaged in unfair business practices;  
22           J.     Whether Defendants acted with, malice, oppression and fraud thereby  
23                justifying the award of punitive and exemplary damages.  
24           K..    The effect upon and the extent of damages suffered by the PLAINTIFF  
25                CLASS and the appropriate amount of compensation.

26  
27           15.    The claims of Plaintiffs pled as class action claims are typical of the  
28

1 claims of all members of the class as they arise out of the same course of conduct and are  
2 predicated on the same violation(s) of the law. Plaintiffs, as representative parties, will  
3 fairly and adequately protect the interests of the class by vigorously pursuing this suit  
4 through their attorneys who are skilled and experienced in handling matters of this type.  
5

6           16.     The nature of this action and the nature of the laws available to the  
7 PLAINTIFF CLASS make use of the class action format a particularly efficient and  
8 appropriate procedure to afford relief to the PLAINTIFF CLASS. Further, this case  
9 involves corporate defendants and a large number of individuals possessing claims with  
10 common issues of law and fact. If each individual were required to file an individual  
11 lawsuit, the corporate defendants would necessarily gain an unconscionable advantage  
12 since they would be able to exploit and overwhelm the limited resources of each  
13 individual plaintiff with its vastly superior financial and legal resources. Proof of a  
14 common business practices or factual patterns, of which the named plaintiffs experienced,  
15 is representative of the class mentioned herein and will establish the right of each of the  
16 members of the class to recovery on the claims alleged herein.  
17

18           17.     The prosecution of separate actions by the individual class members,  
19 even if possible, would create: (a) a substantial risk of inconvenient or varying verdicts or  
20 adjudications with respect to the individual class members against the defendants herein;  
21 and/or (b) legal determinations with respect to individual class members which would, as  
22 a practical matter, be dispositive of the other class members not parties to the  
23 adjudications or which would substantially impair or impede the ability of class members  
24 to protect their interests. Further, the claims of the individual members of the class are  
25 not sufficiently large to warrant vigorous individual prosecution considering all of the  
26 concomitant costs and expenses attending thereto. Plaintiffs are also unaware of any  
27 difficulties that are likely to be encountered in the management of this action that would  
28

1 preclude its maintenance as a class action.

2  
3 **FACTS COMMON TO ALL COUNTS**

4 18. Plaintiffs are informed and believe and thereon allege that Defendants  
5 manufactured, sold, re-sold, inspected, marketed, distributed and/or placed into the stream  
6 of commerce various brands of the Pet Food. The Pet Food was marketed and advertised  
7 by Defendants throughout the State of California as being safe and healthy for pets to  
8 consume. Moreover, the Pet Food was sold in pet stores throughout California, including  
9 stores owned and operated by Defendant PETCO.

10  
11 19. Plaintiffs are informed and believe and thereon allege that consumers  
12 throughout California purchased the Pet Food, which was fed to their cats and dogs.  
13 Plaintiffs are further informed and believe and thereon allege that as a result of ingesting  
14 the Pet Food, thousands of pets became seriously ill and required extensive medical care.  
15 Plaintiffs are further informed and believe and thereon allege that numerous pet animals  
16 have died as a direct result of ingesting the Pet Food. On or about March 16, 2007,  
17 Defendant MENU FOODS, the principal manufacturer of the tainted Pet Food, issued a  
18 recall of the Pet Food (which was manufactured between December 3, 2006 and March 6,  
19 2007). Plaintiffs are further informed and believe and thereon allege that prior to the  
20 recall, Defendant MENU FOODS and other defendants either knew or should have  
21 known that the Pet Food was defective and presented a serious risk to the health and  
22 safety of animals.

23  
24 20. In or about March, 2007, Plaintiff Lois Grady fed Special Kitty cat  
25 food, one of the brands of tainted Pet Food, to her cat, Riley. Ms. Grady had purchased  
26 the Special Kitty food at a Wal-Mart store in Fresno, California. Shortly thereafter, Riley  
27 refused to eat his food, became lethargic and suffered from bouts of vomiting. Riley also  
28



1 lost weight and appeared seriously ill. Ms. Grady became extremely concerned and took  
2 Riley to the veterinarian. After performing blood and uring tests, the veterinarian  
3 diagnosed Riley as suffering from kidney failure. Riley required extensive veterinarian  
4 treatment and will require a special diet for the remainder of his life. Prior to that time,  
5 Riley had been in excellent health. Ms. Grady is informed and believes that her cat's  
6 illness was directly caused by the ingestion of Special Kitty, which is one of the  
7 numerous tainted pet food products manufactured and distributed by Defendant MENU  
8 FOODS. As a result, Ms. Grady has sustained compensatory damages, including, without  
9 limitation, veterinary bills and related expenses.

10  
11 21. Plaintiff Kaye Steinsapir fed her four-year-old cat, Lila, Nutro Natural  
12 Choice cat food – one of the brands of tainted Pet Food – since Lila was a kitten. She  
13 continued to feed Lila Nutro Natural choice through and including March, 2007. Ms.  
14 Steinsapir, who had purchased the Nutro Natural Choice at a PETCO store in Santa  
15 Monica, California, believed she was feeding Lila one of the healthiest, nutritious cat  
16 foods available on the market. Prior to March, 2007, Lila was a healthy, vibrant cat  
17 without any medical conditions. However, in or about March, 2007, Lila became  
18 seriously ill after Ms. Steinsapir fed her Nutro Natural Choice foil pouches. Lila began  
19 vomiting repeatedly and drinking an excessive amount of water. Although Lila had  
20 always had a very healthy appetite prior to March, 2007, she stopped eating her wet food.  
21 Ms. Steinsapir brought Lila to her veterinarian, who diagnosed Lila with acute kidney  
22 failure. Lila was subsequently hospitalized and required extensive veterinary treatment,  
23 including, but not limited to, intravenous fluids and a urinary catheter that required her to  
24 be placed under anesthesia. Prior to ingesting the tainted Pet Food, Lila had been playful,  
25 full of energy and never suffered any illness whatsoever. Ms. Steinsapir is informed and  
26 believes and thereon alleges that Lila will require a special diet for the rest of her life and  
27 will also require veterinary care for the foreseeable future. Ms. Steinsapir is informed and  
28

1 believes and thereon alleges that her cat's illness was directly caused by the ingestion of  
2 Nutro Natural Choice, which is one of the numerous tainted pet food products  
3 manufactured by Defendant MENU FOODS. As a result, Ms. Steinsapir has sustained  
4 compensatory damages, including, without limitation, veterinary bills and related  
5 expenses.

6  
7           22.       Plaintiffs are informed and believe and thereon allege that there are  
8 thousands of pets throughout California who ingested the Pet Food and, as a result,  
9 became ill and/or died and required their owners to incur substantial veterinarian and  
10 other related expenses.

11  
12           23.       Plaintiffs are informed and believe and thereon allege that the Pet Food  
13 was defective due to a defect in design, manufacturing, reconditioning, inspection and/or  
14 warning. In particular, Plaintiffs are informed and believe and thereon allege that the Pet  
15 Food was contaminated with dangerous substances, including aminopterin, which is a  
16 form of rat poison and which causes death and/or serious illness when ingested by dogs or  
17 cats.

18  
19           24.       Plaintiffs are informed and believe and thereon allege that Defendants,  
20 and each of them, knew or should have known that the Pet Food was defective and posed  
21 an unreasonable safety risk to the safety of animals who would consume it. Plaintiffs are  
22 further informed and believe and thereon allege that Defendants concealed from members  
23 of the consuming public, including Plaintiffs and others similarly situated, the nature and  
24 scope of the product defect.

25  
26           25.       Plaintiffs are informed and believe and thereon allege that in furtherance  
27 of their active concealment and suppression of information concerning the product  
28

1 defect, defendants caused to be published deceptive and misleading advertising that  
2 emphasized that their products were safe, healthy and free from known safety defects,  
3 when in fact they were not. Plaintiffs are informed and believe and thereon allege that  
4 Defendants intended such false and deceptive advertising to lull the consuming public into a  
5 false sense of security by inducing reliance on Defendants' claims of high quality and safety.  
6

7           26.       Plaintiffs are informed and believe and thereon allege that at all relevant  
8 times, Defendants' knowledge and understanding of the product defect and its resulting  
9 danger to animals was substantially greater than that of Plaintiffs and others similarly  
10 situated, who were unaware of the nature or cause of the product defect, and had no  
11 access to Defendants' research and testing results, product statistics, or other internal  
12 information in that regard.

13  
14           27.       Plaintiffs are informed and believe and thereon allege that Defendants  
15 were aware of the risk of serious injury caused by the sale of the Pet Food, but that  
16 defendants deliberately chose not to fix, recall or correct these problems because of the  
17 expense involved, thus placing their own economic interests over those of consumers  
18 such as plaintiffs and others similarly situated.

19 //

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1           31.       Plaintiffs are informed and believe and thereon allege that at all relevant  
2 times, Plaintiffs, and others similarly situated were using the Pet Food in a manner  
3 consistent with its intended purpose, and/or its foreseeable use and in the manner  
4 recommended by Defendants, and each of them, as heretofore mentioned. As a direct and  
5 proximate result of the defects as aforesaid, the Pet Food failed to perform as safely as the  
6 ordinary consumer would expect which caused illness to Plaintiffs' pets, thereby directly  
7 and proximately causing the resulting damages to Plaintiffs and others similarly situated.

8  
9           32.       Plaintiffs are informed and believe and thereon allege that as a direct and  
10 proximate result of the acts and omissions of Defendants, and each of them, as herein  
11 alleged, Plaintiffs suffered the damages alleged herein in an amount within the  
12 jurisdiction of this Court.

13  
14           33.       Plaintiffs are informed and believe and thereon allege that the  
15 aforementioned acts of Defendants, and each of them, were willful, malicious,  
16 intentional, oppressive, fraudulent and despicable and were done in willful and conscious  
17 disregard of the rights, welfare and safety of Plaintiffs and others similarly situated,  
18 thereby justifying the awarding of punitive and exemplary damages in an amount to be  
19 determined at time of trial. Plaintiffs are informed and believe and on that basis alleges  
20 that officers, directors and/or managing agents of each of the defendants acted in  
21 conscious disregard of Plaintiffs' rights and the safety of Plaintiffs' pets by designing,  
22 distributing, or selling the Pet Food, despite the known defects in the Pet Food, which the  
23 officers, directors and/or managing agents of Defendants knew would injure persons such  
24 as Plaintiffs. To the extent that any officer, director and/or managing agent of each of the  
25 Defendants did not personally commit the malicious, oppressive or fraudulent acts  
26 described above, each such defendant authorized or ratified the malicious, oppressive  
27 and/or fraudulent act.

28

1 **SECOND CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against All Defendants)**

4  
5 34. Plaintiffs hereby incorporates by reference the allegations in paragraphs  
6 1 through 33 inclusive at though set forth herein in their entirety, and further alleges:  
7

8 35. Defendants, and each of them owed a duty of care towards Plaintiffs and  
9 others similarly situated and the general public in which they were required to use  
10 reasonable diligence and due care in the manufacturing, design, marketing, distribution,  
11 inspection, storage and/or sale of The Pet Food. Plaintiffs are informed and believe and  
12 thereon allege that Defendants, and each of them, breached their duty of care by causing  
13 contaminated Pet Food to enter stream of commerce where it was consumed by thousands  
14 of pet animals, many of whom became seriously ill and/or died and by concealing from  
15 and misrepresenting to the general public the defective condition of The Pet Food.  
16

17 36. As a direct and legal result of the negligent acts and omissions of  
18 Defendants, and each of them, plaintiffs and others similarly situated have suffered  
19 damages, including, without limitation, veterinarian bills and related expenses.  
20

21 37. Plaintiffs are informed and believe and thereon allege that at all relevant  
22 times, Defendants, and each of them, and their successors, so negligently, carelessly,  
23 recklessly and unlawfully designed, manufactured, built, sold, distributed, supplied,  
24 assembled, adjusted, constructed, installed, maintained, operated, controlled, cared for,  
25 created warnings for, supervised, attended to, serviced, repaired, inspected, tested,  
26 introduced into interstate and/or intrastate commerce for sale therein, advertised,  
27 recommended and stored the Pet Food, thereby direct and proximately causing the  
28

1 resulting damages to Plaintiffs and others similarly situated as alleged herein.

2  
3 38. Plaintiffs are informed and believe and thereon allege that as a direct  
4 and proximate result of the negligent acts and omissions of Defendants, and each of  
5 them,, Plaintiffs and others similarly situated suffered the damages alleged herein in an  
6 amount within the jurisdiction of this Court.

7  
8  
9 **THIRD CAUSE OF ACTION**

10 **BREACH OF WARRANTIES**

11 **(Against All Defendants)**

12  
13 39. Plaintiffs hereby incorporate by reference the allegations in paragraphs 1  
14 through 38, inclusive as though set forth herein in their entirety.

15  
16 40. Plaintiffs are informed and believe and thereon allege that at all times  
17 herein mentioned, and prior thereto, Defendants, and each of them, and their successors,  
18 designed, manufactured, assembled, adjusted, introduced into interstate and/or intrastate  
19 commerce for sale therein, sold, distributed, supplied, constructed, maintained, controlled,  
20 cared for, supervised, attended to, serviced, inspected, engaged in testing, processing,  
21 producing, packaging, labeling, transporting, into interstate and/or intrastate commerce  
22 for sale therein, storing, advertising, selling and recommending the Pet Food to the  
23 general public and other ultimate users and for use with all knowledge and intent that it be  
24 used by the general public and other ultimate users, and said defendants, and each of  
25 them, including all fictitiously named defendants herein, and their successors impliedly  
26 represented that the Pet Food was fit for the purpose and uses for which it was intended.

27  
28 41. Plaintiffs and others similarly situated relied upon said representations

1 and warranties and had no knowledge of the dangerous, unsafe, hazardous, and unfit  
2 quality of The Pet Food.

3  
4 42. Plaintiffs are informed and believe and thereon allege that the Pet Food  
5 as unsafe, hazardous, perilous, insecure, dangerous and unfit when used for the purposes  
6 for which it was intended and in the manner recommended by Defendants, and each of  
7 them, and their successors, which resulted in damages and injuries to Plaintiffs and others  
8 similarly situated, as alleged herein.

9  
10 **FOURTH CAUSE OF ACTION**  
11 **UNFAIR COMPETITION AND BUSINESS PRACTICES**  
12 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE**  
13 **SECTION 17200, ET SEQ.)**  
14 **(Against All Defendants)**

15  
16 43. Plaintiffs hereby incorporate by reference the allegations in paragraphs 1  
17 through 42, inclusive, as though set forth herein in their entirety.

18  
19 44. Defendants' unlawful and unfair practices as alleged herein violate  
20 California law and constitute ongoing and continuous unfair business practices within the  
21 meaning of Business and Professions Code §17200. Such practices include, but are not  
22 limited to, Defendants making false representations as to the safety of the Pet Food and  
23 Defendants' concealment from members of the public the danger that the Pet Food posed  
24 to dogs and cats while continuing to manufacture, market, sell and distribute The Pet  
25 Food.

26  
27 45. California Business and Professions Code §17200 prohibits unfair  
28 competition and unfair business practices, including, "any unlawful, unfair or fraudulent



1 business act or practice . . . .” Defendants’ conduct as specified herein, constitutes a  
2 violation of California Business and Professions Code §17200, et seq.

3  
4 46. As a result of Defendants’ unfair business practices, Defendants have  
5 reaped unfair benefits and illegal profits at the expense of Plaintiffs, the PLAINTIFF  
6 CLASS and members of the public. Defendants should be made to disgorge their  
7 ill-gotten gains and restore such monies to Plaintiffs and the PLAINTIFF CLASS.

8  
9 47. Defendants’ unfair business practices entitle Plaintiffs and the  
10 PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but  
11 not limited to, orders that the Defendants account for, disgorge and restore to Plaintiffs  
12 and the PLAINTIFF CLASS the compensation unlawfully withheld from them.  
13 Accordingly, Plaintiffs seek disgorgement of all profits resulting from these unlawful,  
14 unfair, and fraudulent business practices, restitution, and other appropriate relief as  
15 provided for by Business & Professions Code §17203.

16  
17 **PRAYER FOR RELIEF**

18  
19 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of  
20 them, as follows:

- 21 1. That causes of action one through four may be maintained as a class  
22 action;
- 23 2. For general damages in an amount within the jurisdictional limits of this  
24 court according to proof;
- 25 3. For special damages, including medical expenses and loss of earnings,  
26 according to proof;
- 27 4. For punitive damages, according to proof;
- 28 5. For injunctive and equitable relief, including an accounting of profits and

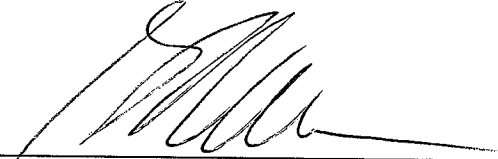
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- restitution based on Defendants' unjust enrichment, according to proof
- 6. For cost of suit;
- 7. For attorneys fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable provisions of law;
- 8. For interest at the legal rate; and
- 9. For such other and further relief as the Court may deem just and proper.

Dated: March 26, 2007

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By:   
Gregory D. Helmer, P.C.

Attorneys for Plaintiffs

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all claims.

Dated: March 26, 2007

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Attorneys for Plaintiffs

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