

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7066	
PLAINTIFF(S) / PETITIONER(S): Kathleen Corby	
DEFENDANT(S) / RESPONDENT(S): Obesity Research Institute LLC	
CORBY VS. OBESITY RESEARCH INSTITUTE LLC	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2011-00099927-CU-BT-CTL

Judge: Joel M. Pressman

Department: C-66

COMPLAINT/PETITION FILED: 10/21/2011

**ALL CASES MUST COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW,
EXCEPT FOR PARKING TICKETS APPEALS AND CASES ASSIGNED TO THE PROBATE DIVISION.**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

CASE MANAGEMENT CONFERENCE: A Case Management Conference will be set within 150 days of filing the complaint.

ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)

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CENTRAL DIVISION

2011 OCT 21 PM 3:47

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF SAN DIEGO**

12 KATHLEEN CORBY, an individual; on behalf
13 of herself and all others similarly situated, and
14 ROES 1 through 100, inclusive,

15 Plaintiffs,

16 vs.

17 OBESITY RESEARCH INSTITUTE, LLC; and
18 DOES 1 through 100, inclusive,

19 Defendants.

CASE NO.: 37-2011-00099927-CU-BT-CTL

CLASS ACTION

COMPLAINT FOR:

1. VIOLATIONS OF CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE §1750, *ET SEQ.*;
2. VIOLATION OF THE UNFAIR COMPETITION LAW, BUSINESS & PROFESSIONS CODE §17200, *ET SEQ.*;
3. VIOLATION OF THE FALSE ADVERTISING LAW, BUSINESS & PROFESSIONS CODE § 17500, *ET SEQ.*;
4. BREACH OF EXPRESS WARRANTY; and
5. BREACH OF IMPLIED WARRANTY.

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26 Plaintiff Kathleen Corby ("Plaintiff"), by and through her attorneys, brings this action on
27 behalf of herself and all others similarly situated against defendant Obesity Research Institute,
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CLASS ACTION COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

BY FAX

1 LLC ("Obesity Research Institute" or "Defendant"). Plaintiff alleges, on information and belief,
2 except for information based on personal knowledge, as follows:

3 **NATURE OF THE ACTION**

4 1. Defendant manufactures, markets, and sells the diet supplements known as
5 Lipozene® and MetaboUp. Through its advertising and labeling, Defendant promises, in bold
6 captivating fonts and official looking seals that its diet supplements are clinically proven to
7 "reduce pounds of body fat and weight without a change in lifestyle" and guarantees not only that
8 users will lose weight merely by taking the product but that 78% of each pound lost will be pure
9 body fat. In reality, the too good to be true claims made by the Obesity Research Institute are just
10 that and the Defendant is and has been misrepresenting the effectiveness of its weight loss
11 products to the general public in order to reap windfall profits. Plaintiff relied on Defendant's
12 deceptive claims, purchased Defendant's weight loss products, and lost money as a result.
13 Defendant has conveyed and continues to convey its deceptive claims about its diet pills through a
14 variety of media, including product packaging, the Internet (including misleading testimonials),
15 and on television.

16 2. Defendant has succeeded in designing its advertising and marketing campaign to
17 cause consumers to buy its diet pills as a result of this deceptive message. Defendant claims to
18 have sold millions of bottles of its diet pills, which retail for \$29.95 a bottle. Defendant assures
19 consumers, however, that its pills are worth the high cost because they are "clinically proven to
20 work."

21 3. Plaintiff saw and relied on Defendant's deceptive promises when she purchased
22 the Defendant's diet products, and lost money as a result. Plaintiff brings this action on behalf of
23 herself and other similarly situated consumers in the United States to halt the dissemination of this
24 false and misleading advertising message, correct the false and misleading perception it has
25 created in the minds of consumers, and obtain redress for those who have purchased Defendant's
26 diet products. Plaintiff alleges violations of the California Consumers Legal Remedies Act,
27 California's Unfair Competition Law, California's False Advertising Law, and breach of the
28 express and implied warranties created by Defendant's marketing, including their labeling.

1 JURISDICTION AND VENUE

2 4. This Court has subject matter jurisdiction over this action pursuant to California
3 Business and Professions Code, Sections 17203, 17204 and 17535 and Civil Code, Section 1780.
4 This Court has personal jurisdiction over Defendant because it conducted and continues to
5 conduct substantial business in the State of California, County of San Diego, and the Defendant's
6 offending products are sold in the State of California, County of San Diego. Upon information
7 and belief, the State of California is Defendant's largest retail market.

8 5. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, Business and Professions Code, Sections 17203, 17204 and 17535, and
10 Civil Code, Section 1780(c) because Defendant conducts substantial business in this County.
11 Venue is also proper because a substantial portion of the misconduct alleged herein occurred in
12 the County of San Diego, and Plaintiff specifically purchased and attempted to use Defendant's
13 offending products in the County of San Diego.

14 6. Federal subject matter jurisdiction over this action does not exist. Plaintiff is
15 informed and believes that the parties in this action do not meet the diversity requirements of the
16 Class Action Fairness Act of 2005, which allows Plaintiff to bring this action in California State
17 Court. Plaintiff is informed and believes and thereon alleges that the total amount in controversy
18 is less than \$5,000,000.00. If new facts are obtained with respect to the amount at issue, Plaintiff
19 will seek leave to amend this Complaint.

20 PARTIES

21 7. At all times relevant to this matter, Plaintiff resided and continues to reside in San
22 Diego County, California. During the Class period, Plaintiff was exposed to and saw Defendant's
23 claims, purchased Defendant's diet products in reliance on these claims, and suffered injury in fact
24 and lost money as a result of the misrepresentations, breaches, and unfair competition described
25 herein.

26 8. Upon information and belief, Defendant Obesity Research Institute is
27 headquartered in Escondido, California and develops, markets and sells the diet products at issue
28 in this matter.

1 16. **Numerosity.** The members of the Class are so numerous that their individual
2 joinder is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the
3 proposed Class contains many thousands of members. The precise number of Class members is
4 unknown to Plaintiff. The true number of Class members is known by the Defendant, however,
5 and thus, may be notified of the pendency of this action by first class mail, electronic mail, and by
6 published notice.

7 17. **Existence and Predominance of Common Questions of Law and Fact.** There
8 exists a well-defined community of interest in the questions of law and fact presented by this
9 controversy. Common questions of law and fact exist as to all members of the Class and
10 predominate over any questions affecting only individual Class members. These common legal
11 and factual questions include, but are not limited to, the following:

12 (a) whether Defendant had adequate substantiation for its claims prior to
13 making them;

14 (b) whether the claims discussed above are true, or are misleading, or
15 reasonably likely to deceive;

16 (c) whether Defendant's alleged conduct violates public policy;

17 (d) whether the alleged conduct constitutes violations of the laws asserted
18 herein;

19 (e) whether Defendant engaged in false or misleading advertising;

20 (f) whether Defendant made express and/or implied warranties to Plaintiff and
21 to the Class members;

22 (g) whether Defendant breached express and/or implied warranties made to
23 Plaintiff and to the Class;

24 (h) whether Plaintiff and Class members have sustained monetary loss and the
25 proper measure of that loss;

26 (i) whether Plaintiff and Class members are entitled to an award of restitution;
27 and

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1 (j) whether Plaintiff and Class members are entitled to declaratory and
2 injunctive relief.

3 18. *Typicality*. Plaintiff's claims are typical of the claims of the members of the Class
4 in that the Defendant was unjustly enriched as a result of Plaintiff's and the Class' respective
5 purchases of the Obesity Research Institute diet products.

6 19. *Adequacy of Representation*. Plaintiff will fairly and adequately protect the
7 interests of the members of the Class. Plaintiff has retained counsel highly experienced in
8 complex consumer class action litigation, and Plaintiff intends to prosecute this action vigorously.
9 Plaintiff has no adverse or antagonistic interests to those of the Class.

10 20. *Superiority* (to the extent required). A class action is superior to all other available
11 means for the fair and efficient adjudication of this controversy. The damages or other financial
12 detriment suffered by individual Class members is relatively small compared to the burden and
13 expense that would be entailed by individual litigation of their claims against the Defendant. It
14 would thus be virtually impossible for the Class, on an individual basis, to obtain effective redress
15 for the wrongs done to them. Furthermore, even if Class members could afford such
16 individualized litigation, the court system could not. Individualized litigation would create the
17 danger of inconsistent or contradictory judgments arising from the same set of facts.
18 Individualized litigation would also increase the delay and expense to all parties and the court
19 system from the issues raised by this action. By contrast, the class action device provides the
20 benefits of adjudication of these issues in a single proceeding, economies of scale, and
21 comprehensive supervision by a single court, and presents no unusual management difficulties
22 under the circumstances here.

23 21. In the alternative, the Class may also be certified because:

24 (a) the prosecution of separate actions by individual Class members would
25 create a risk of inconsistent or varying adjudication with respect to individual Class members that
26 would establish incompatible standards of conduct for the Defendant;

27 (b) the prosecution of separate actions by individual Class members would
28 create a risk of adjudications with respect to them that would, as a practical matter, be dispositive

1 of the interests of other Class members not parties to the adjudications, or substantially impair or
2 impede their ability to protect their interests; and/or

3 (c) Defendant has acted or refused to act on grounds generally applicable to the
4 Class thereby making appropriate final declaratory and/or injunctive relief with respect to the
5 members of the Class as a whole.

6 22. Unless stated otherwise, the claims asserted herein are applicable to all persons
7 who purchased Defendant's diet pills.

8 23. Adequate notice can be given to Class members directly using information
9 maintained in Defendant's records or through notice by publication.

10 24. Damages may be calculated, in part, from the sales information maintained in
11 Defendant's records, so that the cost of administering a recovery for the Class can be minimized.
12 However, the precise amount of damages available to Plaintiff and the other members of the Class
13 is not a barrier to class certification.

14 25. Plaintiff seeks a preliminary and permanent injunction and equitable relief on
15 behalf of the entire Class, on grounds generally applicable to the entire Class, to enjoin and
16 prevent Defendant from engaging in the acts described, and requiring Defendant to provide full
17 restitution to Plaintiff and Class members.

18 26. Unless a class is certified, Defendant will retain monies received as a result of its
19 conduct that was taken from Plaintiff and proposed Class members. Unless a class-wide
20 injunction is issued, Defendant will continue to commit the violations alleged, and the members
21 of the Class and the general public will continue to be misled.

22 27. Defendant has acted and refused to act on grounds generally applicable to the
23 Class, making appropriate final injunctive relief with respect to the Class as a whole.

24 **FIRST CAUSE OF ACTION**

25 **For Violations of the Consumers Legal Remedies Act – Civil Code §1750 *et seq.***

26 **On Behalf of Plaintiff and the Class**

27 28. Plaintiff re-alleges and incorporates by reference the allegations contained in the
28 paragraphs above as if fully set forth herein.

1 29. This cause of action is brought pursuant to the Consumers Legal Remedies Act,
2 Civil Code, Section 1750, *et seq.* (the "Act"). Plaintiff is a consumer as defined by Civil Code,
3 Section 1761(d). The Obesity Research Institute weight loss products are goods within the
4 meaning of the Act.

5 30. Defendant violated and continues to violate the Act by engaging in the following
6 practices proscribed by Section 1770(a) of the Act in transactions with Plaintiff and the Class
7 which were intended to result in, and did result in, the sale of Obesity Research Institute diet
8 products:

9 (a) Representing that [the Obesity Research Institute diet products have] ...
10 characteristics, ... uses [or] benefits ... which [they do] not have

11 (b) Representing that [the Obesity Research Institute diet products are] of a
12 particular standard, quality or grade ... if [they are] of another.

13 (c) Advertising [the Obesity Research Institute diet products] ... with intent
14 not to sell them as advertised.

15 (d) Representing that [the Obesity Research Institute diet products have] been
16 supplied in accordance with a previous representation when [they have] not.

17 31. Defendant violated the Act by making the representations and claims for the
18 Obesity Research Institute diet products as described above when it knew, or should have known,
19 that the representations and advertisements were unsubstantiated, false and misleading.

20 32. Defendant's unfair methods of competition and unfair or deceptive acts or
21 practices were material to Plaintiff's and other Class members' decision to purchase Defendant's
22 weight loss products. Plaintiff and the Class reasonably relied on the misrepresentations and
23 misleading statements made by Defendant and sustained injury in fact as a result of Defendant's
24 misconduct, including but not limited to, spending money to purchase the products, the
25 diminution in value of the products, transaction costs, and loss of use of funds. As a result of
26 Defendant's conduct, Plaintiff and Class members have sustained damage.

27 33. Pursuant to Section 1782 of the Act, Plaintiff notified Defendant in writing by
28 certified mail of the particular violations of Section 1770 of the Act and demanded that Defendant

1 rectify the problems associated with the actions detailed above and give notice to all affected
2 consumers of its intent to so act. A copy of the letter is attached hereto as Exhibit A.

3 34. Pursuant to Section 1782(d) of the Act, Plaintiff and the Class seek a Court order
4 enjoining the above-described wrongful acts and practices and for available and legally
5 appropriate restitution and disgorgement.

6 35. If Defendant fails to rectify or agree to rectify the problems associated with the
7 actions detailed above and give notice to all affected consumers within 30 days of the date of
8 written notice pursuant to Section 1782 of the Act, Plaintiff will amend this Complaint to add
9 claims for actual, punitive and statutory damages, as appropriate.

10 36. Defendant's conduct is malicious, fraudulent and wanton, and provides misleading
11 information that can lead to the delayed treatment of serious and life-threatening conditions.

12 37. Plaintiff has incurred attorneys' fees and costs in connection with the filing of this
13 Complaint and anticipates incurring additional attorneys' fees and costs in connection with the
14 prosecution of this action. An award of attorneys' fees is therefore appropriate pursuant to,
15 among other grounds, Civil Code, Section 1780(d).

16 38. Pursuant to Section 1780(d) of the Act, attached hereto as Exhibit B is the affidavit
17 showing that this action has been commenced in the proper forum.

18 **SECOND CAUSE OF ACTION**

19 **Unlawful Business Acts and Practices in Violation of California Business & Professions**
20 **Code Section 17200, *et seq.*, On Behalf of Plaintiff and the Class**

21 39. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above,
22 as if fully set forth herein.

23 40. Business & Professions Code Section 17200 prohibits any "unlawful, unfair or
24 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." For
25 the reasons discussed above, Defendant has violated each of these provisions of Business &
26 Professions Code, Section 17200.

27 41. Defendant has violated Section 17200's prohibition against engaging in unlawful
28 acts and practices by, among other things, making the representations and omissions of material

1 facts, as set forth more fully herein, and violating, among other statutes, Civil Code, Sections
2 1572, 1573, 1709, 1710, 1711, 1770, Business & Professions Code, Section 17200 *et seq.*, Health
3 & Safety Code Section 110765, and by violating the common law.

4 42. Plaintiff and the Class reserve the right to allege other violations of law which
5 constitute other unlawful business acts or practices. Such conduct is ongoing and continues to
6 this date.

7 43. Defendant's acts, omissions, misrepresentations, practices and non-disclosures as
8 alleged herein also constitute "unfair" business acts and practices within the meaning of Business
9 & Professions Code Section 17200 *et seq.* in that its conduct is substantially injurious to
10 consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the
11 gravity of the conduct outweighs any alleged benefits attributable to such conduct.

12 44. As stated in this Complaint, Plaintiff alleges violations of consumer protection,
13 unfair competition and truth in advertising laws resulting in harm to consumers. Plaintiff asserts
14 violations of the public policy of engaging in false and misleading advertising, unfair competition
15 and deceptive conduct towards consumers.

16 45. There were reasonably available alternatives to further Defendant's legitimate
17 business interests, other than the conduct described herein.

18 46. Defendant's claims, nondisclosures and misleading statements, as more fully set
19 forth above, were also false, misleading and/or likely to deceive the consuming public
20 within the meaning of Business & Professions Code, Section 17200, and actually *did*
21 deceive Plaintiff.

22 47. Defendant's labeling, website and other advertisements, as described herein, also
23 constitute unfair, deceptive, untrue and misleading advertising.

24 48. Defendant's conduct caused and continues to cause substantial injury to Plaintiff
25 and the other Class members. Plaintiff has suffered injury in fact and has lost money as a result of
26 Defendant's unfair conduct. Plaintiff was exposed to, saw, and relied on Defendant's bold claims
27 about its products and the products effectiveness and purchased Obesity Research Institute diet
28 products in reliance on Defendant's claims.

1 **FOURTH CAUSE OF ACTION**

2 **Breach of Express Warranty On Behalf of Plaintiff and the Class**

3 57. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 paragraphs above as if fully set forth herein.

5 58. Plaintiff, and each member of the Class, formed a contract with Defendant at the
6 time Plaintiff and the other members of the Class purchased Defendant's diet products. The terms
7 of that contract include the promises and affirmations of fact made by Defendant, as described
8 above. These representations constitute express warranties, became part of the basis of the
9 bargain, and is part of a standardized contract between Plaintiff and the members of the Class on
10 the one hand, and Defendant on the other.

11 59. All conditions precedent to Defendant's liability under this contract has been
12 performed by Plaintiff and the Class.

13 60. Defendant breached the terms of this contract, including the express warranties,
14 with Plaintiff and the Class by not providing the diet products which could provide the benefits
15 described above.

16 61. As a result of Defendant's breach, Plaintiff and the Class have been damaged in an
17 amount to be proven at trial.

18 **FIFTH CAUSE OF ACTION**

19 **Breach of Implied Warranty On Behalf of Plaintiff and the Class**

20 62. Plaintiff re-alleges and incorporates by reference the allegations contained in the
21 paragraphs above as if fully set forth herein.

22 63. Plaintiff, and each member of the Class, formed a contract with Defendant at the
23 time Plaintiff and the other members of the Class purchased Defendant's diet products. The terms
24 of that contract include implied warranties to Plaintiff and the Class that the goods: (1) pass
25 without objection in the trade under the contract description; (2) are fit for the ordinary purposes
26 for which such goods are used; (3) are adequately contained, packaged, and labeled; and (4)
27 conform to the promises or affirmations of fact made on the container or label. Also, Defendant,
28 at the time of contracting, had reason to know that Plaintiff and each member of the Class had in

1 mind a particular purpose for which its diet products were required and that Plaintiff and each
2 member of the Class was relying on Defendant's skill or judgment to select or furnish suitable
3 goods to suit that purpose.

4 64. These and other implied warranties became part of the basis of the bargain, and are
5 part of a standardized contract between Plaintiff and the members of the Class on the one hand,
6 and Defendant on the other.

7 65. All conditions precedent to Defendant's liability under this contract have been
8 performed by Plaintiff and the Class.

9 66. Defendant breached the terms of this contract, including the implied warranties,
10 with Plaintiff and the Class by not providing weight loss products which could provide the
11 benefits described above. Specifically, the Defendant's diet products would *not* pass without
12 objection in the trade under the contract description; are *not* fit for the ordinary purposes for
13 which such goods are used; are *not* adequately labeled, and do *not* conform to the promises or
14 affirmations of fact made by Defendant. The Defendant's diet products were and are *not* fit for
15 the particular purpose for which the products were required by Plaintiff and the Class.

16 67. As a result of Defendant's breach, Plaintiff and the Class have been damaged in an
17 amount to be proven at trial.

18 **PRAYER FOR RELIEF**

19 Wherefore, Plaintiff prays for a judgment:

- 20 A. Certifying the Class as requested herein;
- 21 B. Awarding Plaintiff and the proposed Class members damages, where appropriate;
- 22 C. Awarding appropriate and legally recoverable restitution and appropriate
23 disgorgement of Defendant's improper revenues to Plaintiff and the proposed Class members;
- 24 D. Awarding declaratory and injunctive relief as permitted by law or equity,
25 including: enjoining Defendant from continuing the unlawful, unfair and deceptive practices as
26 set forth herein, and directing Defendant to identify, with Court supervision, victims of its conduct
27 and pay them appropriate restitution and disgorgement of unlawful revenues acquired by
28 Defendant by means of any act or practice declared by this Court to be wrongful;

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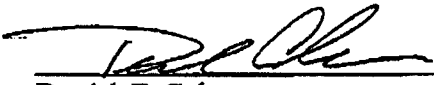
- E. Awarding Plaintiff and the Class punitive damages, where applicable;
- F. Ordering Defendant to engage in a corrective advertising campaign;
- G. Awarding attorneys' fees, interest, and costs; and
- H. Providing such further relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

COLEMAN FROST LLP

Dated: October 7, 2011

By: 
Derrick F. Coleman
Attorneys for Plaintiff Kathleen Corby