UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

NICOLE KEITH and RYAN KEITH, on behalf of themselves and all others similarly situated, Plaintiffs, vs. FERRING PHARMACEUTICALS, INC., FERRING B.V., and FERRING INTERNATIONAL CENTER S.A., Defendants.	:	Civil Action No. **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiffs Nicole Keith and Ryan Keith ("Plaintiffs"), on behalf of themselves and all persons similarly situated ("the Class"), by and through their attorneys, allege as follows upon personal knowledge as to facts pertaining to themselves, and upon information and belief (based on the investigation of their counsel) as to all other matters.

NATURE OF THE ACTION

1. Defendants Ferring Pharmaceuticals, Inc., Ferring B.V., and Ferring International Center S.A. (collectively "Ferring" or the "Defendants") manufacture, warrant, advertise, and sell Bravelle©, the brand name version of the generic drug urofollitropin designed to treat infertility in women. Bravelle stimulates egg maturation and multiple follicular development in women who are able to produce and release eggs. Bravelle is commonly used in the course of assisted reproductive technology (including in vitro fertilization or "IVF").

2. On or about October 13, 2015, Ferring initiated a voluntary recall of Bravelle after Ferring's internal quality monitoring revealed that certain lots of the drug (the "Affected Lots") did not meet potency specifications. Specifically, Ferring's stability testing showed a decreased potency in follicle stimulating hormone ("FSH") – a hormone naturally secreted by the anterior pituitary gland that regulates the development, growth, pubertal maturation and reproductive processes of the body and is one of the primary ingredients in Bravelle – resulting in a decreased therapeutic effect and creating the potential for unnecessary over-exposure of patients in establishing an effective dose and, consequently, an increased manifestation of the associated side effects.[1]

3. Plaintiffs bring this action on behalf of themselves and all persons in the United States who purchased the Affected Lots. Before manufacturing, warranting, advertising and/or selling Bravelle, Ferring failed to take appropriate steps to ensure that the Affected Lots were effective for their intended use and would in fact provide the reproductive health benefits claimed by Ferring. Ferring knew or should have known that the Affected Lots were not suitable for use and suffered from decreased potency, eliminating our reducing their efficacy in the treatment of infertility.

4. Plaintiffs seek relief for damages sustained by Plaintiffs and the Class proximately caused by the Affected Lots' failure to meet potency specifications, including the out-of-pocket expenditures to purchase the drug and otherwise made to medical providers for fertility treatments utilizing Bravelle. Plaintiffs seek relief to remedy Ferring's breach of express warranty, breach of implied warranty, unjust enrichment, and violation of the Illinois Consumer

[1] The most common side effects of Bravelle include headache, vaginal bleeding, nausea, and hot flashes. A less common but potentially serious side effect is ovarian hyperstimulation syndrome (OHSS), a condition in which the ovaries may become swollen and painful due to excessive stimulation.

493922.1

Fraud and Deceptive Business Practices Act ("ICFA") 815 ILCS 505/2, and the materially similar laws of other states.

PARTIES

5. Defendant Ferring Pharmaceuticals, Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 100 Interpace Parkway, Parsippany, New Jersey 07054. Ferring Pharmaceuticals, Inc. is owned by Ferring Holding, Inc., which is in turn owned by Defendant Ferring B.V.

6. Defendant Ferring B.V. is a corporation organized and existing under the laws of the Netherlands with its offices at Polaris Avenue 144, 2132 JX Hoofddorp, Netherlands.

7. Defendant Ferring International Center S.A. is a corporation organized and existing under the laws of Switzerland with its offices at Ch. de la Vergognausaz 50, 1162 Saint-Prex, Switzerland.

8. Plaintiffs Nicole and Ryan Keith are residents and citizens of the State of Illinois residing in Lansing, Illinois. In or around July 2015, Nicole Keith's sister-in-law, Christina Dorris, began a directed oocyte in-vitro fertilization cycle that included injections of Bravelle. Embryos retrieved from Ms. Dorris at the end of the cycle were then implanted into Mrs. Keith. During the course of treatment, Plaintiffs paid approximately $20,000 to $25,000 in out-of-pocket costs related to the IVF process, including thousands of dollars out-of-pocket to purchase Bravelle. Ultimately, the IVF treatment was not successful due to the ineffectiveness of the Bravelle and Nicole Keith did not become pregnant. Due to the significant costs involved in the treatment, Plaintiffs cannot afford to begin another cycle of IVF treatment at this time.

JURISDICTION AND VENUE

493922.1

9. This Court has subject matter jurisdiction over this class action pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005, because the matter in controversy exceeds $5 million, exclusive of interest and costs, and is a class action in which the Plaintiffs and some members of the Class are citizens of states different than Defendants. *See* 28 U.S.C. § 1332(d)(2)(A).

10. This Court has personal jurisdiction over Ferring because Ferring conducts substantial business in Illinois and within this District. Ferring has sufficient minimum contacts with the State of Illinois and intentionally avails itself of the consumers and markets within the State of Illinois through the promotion and sale of its products, including Bravelle.

11. Venue properly lies in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the acts giving rise to Plaintiffs' claims occurred in this District and because Ferring is subject to personal jurisdiction within this District.

FACTUAL ALLEGATIONS

Ferring Pharmaceuticals and Bravelle

12. Ferring is a multinational pharmaceutical company originally founded in Sweden in 1950 with annual revenues of more than $1 billion.

13. Ferring's U.S. affiliate, Ferring Pharmaceuticals, Inc., describes itself as "a research-driven biopharmaceutical company devoted to commercialization of innovative products in the fields of infertility and reproductive health, gastroenterology, gynecology, orthopaedics and urology." Its U.S. Operations Center in Parsippany, NJ includes a state-of-the-art manufacturing suite, next-generation product development laboratories and a fully equipped education and training center.

493922.1

14. In May 2002, the U.S. Food and Drug Administration ("FDA") approved Bravelle for the treatment of infertility. Bravelle is a highly purified, human FSH, one of the most important hormones for inducing the growth of the follicles that produce ova (eggs). FSH treatments can improve both the quantity of egg production and the quality of the eggs produced, making them more likely to be fertilized and increasing the chances of successful conception. As a human FSH, Bravelle is classified as a urofollitropin: injectable hormones that control the reproductive function. Bravelle is administered via either subcutaneous or intramuscular injection.

15. Because the primary benefits of Bravelle include the stimulation of ovulation and the production of multiple ova via the administration of FSH, as well an improvement in egg quality, it is critical that patients being treated with Bravelle receive appropriate and adequate doses of FSH in order to achieve the intended and specified effects.

Nicole Keith's Ineffective Fertility Treatment

493922.1

16. In April 2015, Plaintiffs and Christina Dorris, Mrs. Keith's sister, traveled to Indianapolis, IN to meet with Dr. Jon Jarrett, an OB/GYN Board Certified in Obstetrics and Gynecology and Reproductive Endocrinology. After performing a laparoscopy on Mrs. Keith -- a surgery employed to look at the female pelvic organs to identify problems such as cysts, adhesions, fibroids and infection – and determining that she suffered from poor egg quality, Dr. Jarrett determined that Ms. Dorris would be a better candidate to produce a viable egg for implantation. Ms. Dorris has conceived and birthed three children without the use of assisted reproductive technology.

17. Prior to beginning treatment and purchasing Bravelle, both Mrs. Keith and Ms. Dorris performed online research regarding how Bravelle works, how it is administered, and what it does to improve the chances of a successful IVF treatment. Moreover, Mrs. Keith and Ms. Dorris met with nurses at Dr. Jarrett's office who provided them with written materials discussing the indications of Bravelle and how it would aid in the IVF cycle, as well as the dosage, injection schedule, and potential side effects. Ms. Dorris, who was breast-feeding at the time, carefully reviewed the product packaging to ensure that it would be safe for her to take. Mrs. Keith and Ms. Dorris also downloaded and reviewed a video explaining how Bravelle is administered.

18. In July 2015, Ms. Dorris began a course of treatment that included daily injections of Bravelle. The treatment led Ms. Dorris to produce a number of eggs, but which Dr. Jarrett determined to be "grainy" and low-quality. Because the treatment was not as effective as anticipated, the retrieval date was pushed back several days and Ms. Dorris's dosage of Bravelle was increased several times. During the course of her Bravelle treatment, Ms. Dorris experienced side effects from the Bravelle, including severe nausea.

493922.1

19. Following the retrieval on August 13, 2015, only 2 transferrable embryos survived. On August 18, 2015, Dr. Jarrett implanted Mrs. Keith with the embryos and began a ten-day course of Metformin, estrogen pills, and progesterone shots. On August 28, 2015, after reviewing Mrs. Keith's bloodwork, Dr. Jarrett informed her that she was not pregnant. Dr. Jarrett attributed the failure to conceive to the poor quality of the eggs Ms. Dorris had produced during her course of treatment with Bravelle.

Bravelle is Recalled

20. In October 2015, after stability testing revealed that certain batches of Bravelle made in 2014 suffered from decreased FSH potency – potentially resulting in a decreased therapeutic effect and, accordingly, unnecessary over-exposure of patients in establishing an effective dose – Ferring initiated a voluntary recall of Bravelle in multiple markets, including the U.S. and Canada. While Ferring has stated that only "certain lots" of the drug exhibit the defect (the Affected Lots), it has removed *all* remaining lots of Bravelle from the U.S. market. Accordingly, as of the date of this filing, Bravelle is no longer available to patients in the United States.

21. Upon information and belief, the Bravelle Plaintiffs purchased in July 2015 was included in these Affected Lots. Shortly after the recall, in October 2015, Plaintiffs received a letter from Ferring informing them of the reduced potency issue and recall and stating that "[i]f you purchased BRAVELLE in the U.S. between March 27, 2014 and October 15, 2015 you may be eligible for reimbursement of your out-of-pocket costs for BRAVELLE." *See* Letter attached hereto as **Exhibit 1** (emphasis in original). As expressly stated, the reimbursement offer applies only to out-of-pocket costs and does not include payment for the full cost of IVF treatments that utilized and relied upon Bravelle to stimulate egg production and improve egg quality.

493922.1

22. Bravelle's website continues to market and advertise the drug to consumers but contains no reference whatsoever to the reduced potency problems or the recall and provides no method for consumers to determine whether they have purchased and used drugs from the Affected Lots.

CLASS ALLEGATIONS

23. This action is brought on behalf of Plaintiffs, individually and as a class action, pursuant to FED. R. CIV. P. 23(a), 23(b)(2) and/or 23(b)(3), on behalf of a nationwide class of consumers who purchased the Affected Lots (the "Nationwide Class"). Specifically, the Nationwide Class consists of:

> All persons or entities in the United States who purchased the Affected Lots. Excluded from the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with Defendants including, without limitation, persons who are directors of Ferring. Also excluded is any judicial officer presiding over this matter and the members of their immediate families and judicial staff.

24. Alternatively, or in addition to the Nationwide Class claims, Plaintiffs bring these claims under FED. R. CIV. P. 23(a), 23(b)(2) and/or 23(b)(3) on behalf of themselves and on behalf of all similarly situated individuals and entities residing in Illinois and other states where the laws are materially similar to those of Illinois (the "Multistate Class"). The Multistate Class consists of:

> All persons or entities in Illinois, Arkansas, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Hawaii, Idaho, Maine, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York; North Dakota, Oklahoma, Oregon, Rhode Island, South Dakota, Virginia, Vermont, Washington, West Virginia, and Wisconsin who purchased the Affected Lots. Excluded from the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with Defendants including, without limitation, persons who are directors of Ferring. Also excluded is any judicial officer

493922.1

presiding over this matter and the members of their immediate families and judicial staff.

25. Alternatively, or in addition to the Nationwide and Multistate Class claims, Plaintiffs bring these claims under Fed. R. Civ. P. 23(a), 23(b)(2) and/or 23(b)(3) on behalf of themselves and all similarly situated individuals and entities residing in Illinois (the "Illinois Class"). The Illinois Class consists of:

> All persons or entities in Illinois who purchased the Affected Lots. Excluded from the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with Defendants including, without limitation, persons who are directors of Ferring. Also excluded is any judicial officer presiding over this matter and the members of their immediate families and judicial staff.

26. The Nationwide, Multistate, and Illinois Classes are collectively referenced herein as the "Class."

27. Plaintiffs reserve the right to re-define the Class prior to class certification.

28. The rights of each member of the Class were violated in a similar fashion based upon Defendants' uniform actions.

29. This action has been brought and may be properly maintained as a class action for the following reasons:

a. Numerosity: Members of the Class are so numerous that their individual joinder is impracticable. Plaintiffs are informed and believe that the proposed Class contains thousands of individuals or entities that purchased the Affected Lots, either out-of-pocket or via co-payments made to their health care providers for fertility treatments utilizing Bravelle. The Class is therefore sufficiently numerous to make joinder impracticable, if not impossible. The precise number of Class members is unknown to Plaintiffs at this time.

493922.1

b. Existence and Predominance of Commons Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over any questions affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

i. Whether the Affected Lots met the potency specifications warranted and claimed by Ferring;

ii. Whether the Affected lots were merchantable goods at the time of sale;

iii. Whether the Affected Lots were fit for their intended purpose;

iv. Whether Defendants made fraudulent, false, deceptive, and/or misleading statements in connection with the sale of the Affected Lots;

v. Whether Defendants omitted material information when it sold the Affected Lots;

vi. Whether Defendants breached the terms of their express warranty.

vii. The appropriate nature of class-wide equitable relief.

viii. The appropriate measurement of restitution and/or measure of damages to award to Plaintiffs and members of the Class.

ix. Whether Defendants should be required to notify all Class members about the Affected Lots.

These and other questions of law or fact which are common to the members of the Class predominate over any questions affecting only individual members of the Class.

c. Typicality: Plaintiffs' claims are typical of the claims of the Class since Plaintiffs and all members of the putative Class purchased and used the Affected Lots. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries arising

out of Defendants' wrongful conduct by, *inter alia,* purchasing the Affected Lots for use in their fertility treatment (either out-of-pocket or via co-payments made to their pharmacist or healthcare professionals) notwithstanding their decreased potency and the resultant risk of overexposure and manifestation of associated side effects. Had this material information been disclosed to Plaintiffs and putative class members, they would not have purchased the Affected Lots. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

d. Adequacy: Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the Class that they seek to represent; they have retained counsel competent and highly experienced in complex class action litigation and they intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

e. Superiority: A class action is superior to other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for members of the Class to individually and effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation also increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action

device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court.

f. Ascertainability: Class members are readily ascertainable, and can be identified by Defendants' records. Upon information and belief all (or nearly all) of the Affected Lots can or will be able to be located via Defendants' business records.

VIOLATIONS ALLEGED

COUNT I
BREACH OF EXPRESS WARRANTY
(On Behalf of the Nationwide Class, the Multistate Class, and the Illinois Class)

30. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

31. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against Defendants.

32. Defendants' Affected Lots are goods and thus Plaintiffs' and the Class's breach of express warranty claim is governed by the Uniform Commercial Code.

33. Defendants' Affected Lots contained an express warranty with every purchase. Namely, each package of Bravelle comes with a Patient Information form (attached hereto as **Exhibit 2**). Ferring warranted that the Affected Lots contained FSH in sufficient amount and with sufficient potency to treat women who need help developing and releasing eggs as well as those with healthy ovaries to make multiple eggs as part of an ART Cycle. Moreover, the Prescribing Information for Bravelle warrants that the medication "contain[s] 82.5 International Units of FSH, to deliver 75 International Units FSH after reconstituting." As described above, quality monitoring revealed reduced FSH potency in the Affected Lots.

493922.1

34. Such warranty became part of the basis of the transaction between Plaintiffs and the putative Class and Defendants.

35. Defendants breached their express warranties because the Affected Lots were not as promised and did not conform to these promises, affirmations, or representations.

36. As a result of Defendants' breach, Plaintiffs and the Class have suffered damages including, but not limited to, the amounts spent to purchase Bravelle for use in fertility treatment as well as the additional amounts paid to medical providers for fertility treatments utilizing Bravelle.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide, the Multistate Class, and the Illinois Class)

37. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

38. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class against Defendants.

39. At all times mentioned herein, Defendants manufactured and/or supplied the Affected Lots and, prior to the time the Affected Lots were purchased by Plaintiffs and the Class, Defendants impliedly warranted to Plaintiffs and their health care providers that the Affected Lots were of merchantable quality and fit for the use for which they were intended.

40. Plaintiffs and their health care providers relied on the skill and judgment of Defendants in using the Affected Lots.

41. The Affected Lots were unfit for their intended use and were not of merchantable quality, as warranted by Defendants, because they did meet the product specifications regarding FSH potency. As a result, the Affected Lots fail to perform when put to their intended use.

493922.1

42. Defendants breached the implied warranty of merchantability as the Affected Lots were not of a merchantable quality at the time of sale.

43. As a direct and proximate result of the breach of said warranties, Plaintiffs and the putative Class suffered and will continue to suffer losses and damages as alleged herein in an amount to be determined at trial.

44. Plaintiffs and Class members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Defendants' conduct described herein.

COUNT III
UNJUST ENRICHMENT
(On Behalf of the Nationwide Class, the Multistate Class, and the Illinois Class)

45. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth herein.

46. Plaintiffs and Class members conferred a tangible economic benefit upon Defendants by purchasing the Affected Lots. Plaintiffs and Class members would not have purchased the Affected Lots had they known that those Affected Lots would not perform as warranted.

47. Failing to require Defendants to provide remuneration under these circumstances would result in Defendants being unjustly enriched at the expense of Plaintiffs and the Class members.

48. Defendants' retention of the benefit conferred upon them by Plaintiffs and members of the Class would be unjust and inequitable.

COUNT IV
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT AND MATERIALLY SIMILAR STATE LAWS
(On Behalf of the Multistate Class or, Alternatively, the Illinois Class)

49. Plaintiffs brings this Count individually and on behalf of the other members of the Multistate and Illinois Resident Classes defined above.

50. The Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2) prohibits unfair or deceptive acts or practices in connection with any trade or commerce, including, among other things, "the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact,…whether any person has in fact been misled, deceived, or damaged thereby." The Act also prohibits suppliers from representing that their goods are of a particular quality or grade that they are not.

51. Defendants' misrepresentations regarding the Affected Lots constitute unfair competition or unfair, unconscionable, deceptive, fraudulent or unlawful acts or business practices in violation of the Act and the following State consumer protection statutes, which are materially similar to the Act: Arkansas (Ark. Code § 4-88-101, *et seq.*); California (Cal. Bus. & Prof. Code § 17200, *et seq*. and Cal. Civil Code § 1750, *et seq*.); Colorado (Colo. Rev. Stat. § 6-1-101, *et seq*.); Connecticut (Conn. Gen. Stat. § 42-110, *et seq*.); Delaware (Del. Code tit. 6, § 2511, *et seq*.); District of Columbia (D.C. Code § 28-3901, *et seq*.); Florida (Fla. Stat. § 501.201, *et seq*.); Hawaii (Haw. Rev. Stat. § 480-1, *et seq*.); Idaho (Idaho Code § 48-601, *et seq*.); Maine (Me. Rev. Stat. tit. 5 § 205-A, *et seq*.); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq*.); Michigan (Mich. Comp. Laws § 445.901, *et seq*.); Minnesota (Minn. Stat. § 325F.67, *et seq*.); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); Montana (Mo. Code. § 30-14-101, *et seq*.); Nebraska (Neb. Rev. Stat. § 59-1601, *et seq*.); Nevada (Nev. Rev. Stat. § 598.0915, *et seq*.); New

493922.1

Hampshire (N.H. Rev. Stat. § 358-A:1, *et seq*.); New Jersey (N.J. Stat. § 56:8-1, *et seq.*); New Mexico (N.M. Stat. § 57-12-1, *et seq*.); New York (N.Y. Gen. Bus. Law § 349, *et seq*.); North Dakota (N.D. Cent. Code § 51-15-01, *et seq*.); Oklahoma (Okla. Stat. tit. 15 § 751, *et seq*.); Oregon (Or. Rev. Stat. § 646.605, *et seq*.); Rhode Island (R.I. Gen. Laws § 6-13.1-1, *et seq*.); South Dakota (S.D. Code Laws § 37-24-1, *et seq.*); Virginia (VA Code § 59.1-196, *et seq*.); Vermont (Vt. Stat. tit. 9, § 2451, *et seq*.); Washington (Wash. Rev. Code § 19.86.010, *et seq*.); West Virginia (W. Va. Code § 46A-6-101, *et seq*.); and Wisconsin (Wis. Stat. § 100.18, *et seq*.).

52. Defendants' deceptive or unfair practices took place in the course of trade and commerce.

53. Defendants intended for Plaintiffs and the Classes to rely on these deceptive and unfair practices when Plaintiffs and the Class purchased the Affected Lots.

54. Plaintiffs and the Class have suffered injuries in fact and actual damages, including financial losses, due to Defendants' violations of the Act and the materially similar consumer fraud laws of other states, as alleged herein. These injuries are of the type that the above State consumer protection statutes were designed to prevent and are the direct and proximate result of Defendants' unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request, on behalf of themselves and members of the Class, that this Court:

A. determine that the claims alleged herein may be maintained as a class action under Rule 23(a), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, and issue an order certifying the Class as defined above and designating Plaintiffs' counsel as counsel for the Class;

B. award all actual, general, special, incidental, statutory, treble or other multiple, punitive and consequential damages to which Plaintiffs and Class members are entitled;

C. award pre-judgment and post-judgment interest on such monetary relief;

D. award reasonable attorneys' fees and costs; and grant such further and other relief that this Court deems appropriate.

JURY DEMAND

Plaintiffs, on behalf of themselves and the putative class, demand a trial by jury on all issues so triable.

Dated: November 17, 2015

GORDON LAW OFFICES, LTD.

By: */s/ Richard R. Gordon*

Richard R. Gordon
Gordon Law Offices, Ltd.
211 West Wacker Drive
Suite 500
Chicago, Illinois 60606
Telephone: 312.332.5200
Email: rrg@gordonlawchicago

493922.1