

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

CANDACE J. HIGGINS, individually,)
and as next friend of CAYLEE STRONG,)
a minor,)

Plaintiffs,)

v.)

DEEP DISCOUNTS, LLC)

Serve: Registered Agent)
Elliott E. Curtis)
988 Keeneland Road)
Florissant, MO 63034)

and)

DEEP DISCOUNTS WAREHOUSE)
RETAILER, LLC)

Serve: Registered Agent)
Elliott E. Curtis)
988 Keeneland Road)
Florissant, MO 63034)

and)

PELONIS APPLIANCES, INC.)

Serve: Registered Agent)
Corporation Service Company)
d/b/a CSC-Lawyers)
Incorporating Service Company)
211 E. 7th Street, Suite 620)
Austin, TX 78701)

and)

Cause No.

Division No. 1

JURY TRIAL DEMANDED

PELONIS USA, LTD.)
)
)
Serve: Sam S. Pelonis)
Treasurer and last)
known officer)
97 Great Valley Parkway)
Malvern PA 19355)
)
and)
)
PELONIS TECHNOLOGIES, INC.)
)
Serve: Officer or Person in Charge)
444 Creamery Way, Suite 500)
Exton, PA 19341)
)
and)
)
SAM PELONIS d/b/a PELONIS)
HEATING PRODUCTS)
)
Serve: Sam Pelonis)
97 Great Valley Parkway)
Malvern PA 19355)
)
MIDEA (U.S.A.), INC.)
)
Serve: Registered Agent)
Corporation Service Company)
d/b/a CSC-Lawyers)
Incorporating Service Company)
211 E. 7th Street, Suite 620)
Austin, TX 78701)
)
and)
)
MIDEA AMERICA CORP.)
)
Serve: Registered Agent)
Mitchell F. Green)
4000 Hollywood Blvd.)
Suite 485 South)
Hollywood, FL 33021)

and)
)
 BETTY ELDER)
)
 Serve: Betty Elder)
 10107 Viscount Dr.)
 St. Louis, MO 63136)
)
 Defendants.)

PETITION

COME NOW Plaintiffs, by and through their undersigned attorneys, and for their Petition against Defendants, state as follows:

PARTIES

1. At all times pertinent hereto, Plaintiff Candace J. Higgins is a resident of the State of Missouri, is the surviving natural mother of the decedent, Cadis Strong, a minor, (hereinafter, “Cadis”), authorized by RSMo § 537.080 to bring this cause of action on behalf of the decedent and also the natural mother, legal guardian and next friend of Caylee Strong, a minor.

2. At all times pertinent hereto, Defendant Deep Discounts, LLC (hereinafter, “Deep Discounts”) was a Missouri Limited Liability Company, a resident and citizen of the State of Missouri, engaged in the business of selling merchandise and products, including space heaters, to the public.

3. At all times pertinent hereto, Defendant Discounts Warehouse Retailer, LLC (hereinafter, “Deep Discounts Warehouse”) was a Missouri Limited Liability Company, a resident and citizen of the State of Missouri, engaged in the business of selling merchandise and products, including space heaters, to the public.

4. At all pertinent times hereto, Defendant Pelonis Appliances, Inc. (hereinafter, “Pelonis Appliances”) was a Texas corporation with its principal place of business in Texas,

doing business in Missouri, and engaged in the business of designing, testing, manufacturing, distributing, marketing and selling Pelonis electric radiator heaters, including model HO-0250H, which is the subject of this lawsuit. (hereinafter, “Space Heater”).

5. At all pertinent times hereto, Defendant Pelonis USA, LTD (hereinafter, “Pelonis USA”) was a New York company, with its principal place of business in Pennsylvania, doing business in Missouri, and engaged in the business of designing, testing, manufacturing, distributing, marketing and selling the Space Heater.

6. At all pertinent times hereto, Defendant Pelonis Technologies, Inc. (hereinafter, “Pelonis Technologies”) was a New York company, with its principal place of business in Pennsylvania, doing business in Missouri, and engaged in the business of designing, testing, manufacturing, distributing, marketing and selling the Space Heater.

7. At all pertinent times hereto, Defendant Sam Pelonis, d/b/a Pelonis Heating Products (hereinafter, “Pelonis Heating”) was a resident and citizen of the State of Pennsylvania, doing business as Pelonis Heating Products in Missouri, and engaged in the business of designing, testing, manufacturing, distributing, marketing and selling the Space Heater.

8. At all pertinent times hereto, Defendant Midea (U.S.A.), Inc. (hereinafter, “Midea U.S.A.”) was a Texas corporation with its principal place of business in Texas, doing business in Missouri, and engaged in the business of designing, testing, manufacturing, distributing, marketing and selling Pelonis electric radiator heaters, including the Space Heater.

9. At all pertinent times hereto, Defendant Midea America Corp. (hereinafter, “Midea America”) was a Florida corporation with its principal place of business in Florida, doing business in Missouri, and engaged in the business of designing, testing, manufacturing, distributing, marketing and selling Pelonis electric radiator heaters, including the Space Heater.

10. At all pertinent times hereto, Defendant Betty Elder, (hereinafter, “Elder”) was a resident and citizen of the State of Missouri.

JURISDICTION AND VENUE

11. At all pertinent times, Defendants Pelonis Appliances, Pelonis USA, Pelonis Technologies, Pelonis Heating, Midea (U.S.A.), Midea America were engaged in the business of designing, testing, manufacturing, distributing, marketing and selling electric space heaters, including, the Space Heater, which was sold in Missouri and harmed Plaintiffs in Missouri.

12. At all pertinent times, Defendants Pelonis Appliances, Pelonis USA, Pelonis Technologies, Pelonis Heating, Midea (U.S.A.), and Midea America regularly transact business in the State of Missouri, maintain continuous and systematic business contacts within the State of Missouri, derive a substantial revenue from goods used or consumed in the State of Missouri, and purposely directs business activities, including the sale of electric space heaters to Missouri residents and businesses. This cause of action arises out of these contacts with the State of Missouri as this action relates to the sale of the Space Heater which was sold in the State of Missouri to a Missouri resident for use in Missouri, where the death and injuries in question occurred.

13. Plaintiffs were first injured and harmed in the City of St. Louis from Defendants’ actions/omissions and/or the Space Heater and therefore venue is proper in the City of St. Louis.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

14. On January 8, 2015, Defendants Deep Discounts and Deep Discounts Warehouse sold the Space Heater at their store located in the City of St. Louis for use at Plaintiffs’ residence located at 3965a N. 21st Street, in the City of St. Louis. (hereinafter, “Residence”).

15. On or about February 13, 2015 at 4:45 a.m., the Plaintiffs were asleep in their Residence when the Space Heater overheated, and exploded, causing a fire, with extensive smoke, resulting in the death of Plaintiff Candace J. Higgins' daughter, Cadis Strong, an 8 year old little girl, and injuring Plaintiff Candace J. Higgins' daughter, Caylee Strong, a 7 year old little girl. (hereinafter, "Occurrence").

COUNT I – NEGLIGENCE AGAINST DEFENDANTS DEEP DISCOUNTS AND DEEP DISCOUNTS WAREHOUSE

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count I of their Petition against Defendants Deep Discounts and Deep Discounts Warehouse, state the following:

16. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

17. Defendants inspected, distributed, marketed, and sold the Space Heater for use in Plaintiffs' Residence and Defendants, by and through their agents, servants and/or employees, who were at all times pertinent hereto, acting within the course and scope of their employment.

18. Defendants failed to exercise ordinary care in the inspection, distribution, marketing and sale of the Space Heater, and that Defendants were negligent in one or more of the following respects:

- a. Defendants marketed and sold the Space Heater, a model of which had been known to overheat and explode;
- b. Defendants failed to adequately inspect the Space Heater; or
- c. Defendants failed to adequately warn Plaintiffs of the dangers of the Space Heater, including prior incidents, where the model had exploded.

19. As a direct and proximate result of the negligence of Defendants, as described herein, Cadis was injured, eventually resulting in her death, as a result of her injuries; Cadis

sustained substantial pain and suffering until her death; and Plaintiffs Candace J. Higgins and Caylee have incurred the loss of their daughter and sister Cadis' consortium, services, companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

20. As a direct and proximate result of the negligence of Defendants, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace Gamble have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

COUNT II – STRICT LIABILITY AGAINST DEFENDANTS DEEP DISCOUNTS AND DEEP DISCOUNTS WAREHOUSE

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count II of their Petition against Defendants Deep Discounts and Deep Discounts Warehouse, state the following:

21. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

22. The Space Heater was distributed and sold by Defendants in an unreasonably dangerous and defective condition when put to a reasonably anticipated use in one or more of the following respects:

- a. The Space Heater design allowed it to overheat, without shutting off, causing the chambers to rupture and explode, releasing hot oil, a fire hazard;
- b. The materials specified in the design and/or used in the manufacture of the Space Heater, specifically the Overheat Protection System, (hereinafter, "OPS"), were insufficient and inappropriate for their intended use, in that they did not adequately allow adequate pressure release before overheating causing the chambers to rupture and explode, releasing hot oil, a fire hazard.

23. As a direct and proximate result of the unreasonably dangerous and defective design and manufacture of the Space Heater, as described herein, Cadis was injured, eventually resulting in her death; Cadis sustained substantial pain and suffering until her death; and Plaintiffs Candace J. Higgins has incurred the loss of her daughter Cadis' consortium, services, companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

24. As a direct and proximate result of the unreasonably dangerous and defective design and manufacture of the Space Heater, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace Higgins have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

**COUNT III – STRICT LIABILITY – FAILURE TO WARN - AGAINST DEFENDANTS
DEEP DISCOUNTS AND DEEP DISCOUNTS WAREHOUSE**

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count III of their Petition against Defendants Deep Discounts and Deep Discounts Warehouse, state the following:

25. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

26. Defendants sold the Space Heater in the course of Defendants' business.

27. The Space Heater was unreasonably dangerous when put to its reasonably anticipated use without knowledge of its characteristics.

28. The Space Heater did not have adequate instructions or warnings concerning the safe methods of use and/or an adequate warning of the dangers, as referenced herein, specifically it failed to have proper warnings regarding its propensity to overheat, without shutting off, causing the chambers to rupture and explode, which could release hot oil, a fire hazard, and/or failed to warn regarding the insufficiency of the materials used to manufacture the Space Heater.

29. As a direct and proximate result of the unreasonably dangerous and defective warnings of the Space Heater, as described herein, Cadis was injured, eventually resulting in her death; Cadis sustained substantial pain and suffering until her death; and Plaintiffs Candace J. Higgins has incurred the loss of her daughter Cadis' consortium, services, companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

30. As a direct and proximate result of the unreasonably dangerous and defective warnings of the Space Heater, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace J.

Higgins have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

**COUNT IV – NEGLIGENCE AGAINST DEFENDANTS PELONIS APPLIANCES,
PELONIS USA, PELONIS TECHNOLOGIES, PELONIS HEATING, MIDEA (U.S.A.),
MIDEA AMERICA**

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count IV of their Petition against Defendants Pelonis Appliances, Pelonis (U.S.A.), Pelonis Technologies, Pelonis Heating, Midea USA, and Midea America, state the following:

31. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

32. Defendants designed, tested, manufactured, inspected, distributed, marketed, and sold the Space Heater for use in Plaintiffs' Residence and Defendants, by and through their agents, servants and/or employees, who were at all times pertinent hereto, acting within the course and scope of their employment.

33. Defendants failed to exercise ordinary care in the design, testing, manufacturing, inspection, distribution, marketing and sale of the Space Heater, and that Defendants were negligent in one or more of the following respects:

- a. Defendants negligently designed the Space Heater's OPS, by allowing it to overheat, without shutting off, causing the chambers to rupture and explode, releasing hot oil, a fire hazard;

- b. Defendants negligently tested the Space Heater, by allowing it to overheat, without shutting off, causing the chambers to rupture and explode, releasing hot oil, a fire hazard;
- c. Defendants negligently manufactured the Space Heater's OPS, using improper materials, which allowed it to overheat, without shutting off, causing the chambers to rupture and explode, releasing hot oil, a fire hazard;
- d. Defendants negligently inspected the Space Heater, which allowed it to overheat, without shutting off, causing the chambers to rupture and explode, releasing hot oil, a fire hazard;
- e. Defendants negligently distributed, marketed and sold the Space Heater, which had been known to overheat and explode;
- f. Defendants negligently failed to adequately warn consumers, including Plaintiffs, of the dangers of the Space Heater, including prior incidents where the model had exploded; or
- g. Defendants negligently failed to recall the Space Heater.

34. As a direct and proximate result of the negligence of Defendants, as described herein, Cadis was injured, eventually resulting in her death; Cadis sustained substantial pain and suffering until her death; and Plaintiff Candace J. Higgins has incurred the loss of her daughter Cadis' consortium, services, companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

35. As a direct and proximate result of the negligence of Defendants, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace J. Higgins have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

COUNT V – STRICT LIABILITY AGAINST DEFENDANTS PELONIS APPLIANCES, PELONIS USA, PELONIS TECHNOLOGIES, PELONIS HEATING, MIDEA (U.S.A.), AND MIDEA AMERICA

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count V of their Petition against Defendants Pelonis Appliances, Pelonis USA, Pelonis Technologies, Pelonis Heating, Midea (U.S.A.) and Midea America state the following:

36. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

37. The Space Heater was designed, tested, manufactured, inspected, distributed, marketed and sold by Defendants in an unreasonably dangerous and defective condition when put to a reasonably anticipated use in one or more of the following respects:

- a. The Space Heater's design, allowed it to overheat, without shutting off, causing the chambers to rupture and explode, releasing hot oil, a fire hazard;
- b. The materials specified in the design and/or used in the manufacture of the Space Heater's OPS were insufficient and inappropriate for their intended use, in that they did not adequately allow adequate pressure release before overheating causing the chambers to rupture and explode, releasing hot oil, a fire hazard.

38. As a direct and proximate result of the unreasonably dangerous and defective design and manufacture of the Space Heater, as described herein, Cadis was injured, eventually resulting in her death; Cadis sustained substantial pain and suffering until her death; and Plaintiff Candace J. Higgins has incurred the loss of her daughter Cadis' consortium, services,

companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

39. As a direct and proximate result of the unreasonably dangerous and defective design and manufacture of the Space Heater, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace J. Higgins have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

**COUNT VI – STRICT LIABILITY – FAILURE TO WARN - AGAINST DEFENDANTS
PELONIS APPLIANCES, PELONIS USA, PELONIS TECHNOLOGIES, PELONIS
HEATING, MIDEA (U.S.A.), AND MIDEA AMERICA**

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count VI of their Petition against Defendants Pelonis Appliances, Pelonis USA, Pelonis Technologies, Pelonis Heating, Midea (U.S.A.), and Midea America, state the following:

40. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

41. Defendants designed, tested, manufactured, inspected, distributed and sold the Space Heater in the course of Defendants' business.

42. The Space Heater was unreasonably dangerous when put to its reasonably anticipated use without knowledge of its characteristics.

43. The Space Heater did not have adequate instructions or warnings concerning the safe methods of use and/or an adequate warning of the dangers, as referenced herein, specifically it failed to have proper warnings regarding its propensity to overheat, without shutting off, causing the chambers to rupture and explode, which released hot oil, a fire hazard, and/or failed to warn regarding the insufficiency of the materials used to manufacture the Space Heater.

44. As a direct and proximate result of the unreasonably dangerous and defective warnings of the Space Heater, as described herein, Cadis was injured, eventually resulting in her death; Cadis sustained substantial pain and suffering until her death; and Plaintiff Candace J. Higgins has incurred the loss of her daughter Cadis' consortium, services, companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

45. As a direct and proximate result of the unreasonably dangerous and defective warnings of the Space Heater, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace J. Higgins have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

COUNT VII – NEGLIGENCE AGAINST DEFENDANT ELDER

COME NOW Plaintiffs, by and through their undersigned counsel, pleading in the alternative, and for Count VII of their Petition against Defendant Elder, state the following:

46. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

47. At all pertinent times Defendant Elder owned the Residence.

48. Prior to the Occurrence, beginning on or about January 6, 2015, Plaintiffs were tenants and/or guests of tenants in the Residence.

49. The Residence was inspected, maintained, repaired and leased by Defendant Elder, by and through her agents, servants and employees, who had the duty to use ordinary care to inspect, maintain and repair the Residence before leasing it, which included providing working smoke detectors.

50. Defendant Elder failed to exercise ordinary care in the inspection, repair, maintenance, and/or lease of the Residence, and was negligent in one or more of the following respects:

- a. Defendant Elder negligently failed to inspect the Residence;
- b. Defendant Elder negligently failed to maintain or repair the Residence;
- c. Defendant Elder negligently failed to obtain building permits or other required inspections by the City of St. Louis before leasing the Residence;
- d. Defendant Elder negligently hired, trained, and supervised employees or third parties to inspect, maintain, repair, and/or warn of dangers in the Residence before leasing it; or
- e. Defendant Elder negligently failed to adequately warn tenants and/or guests of tenants, including Plaintiffs, of the dangers of the Residence, including that it lacked operational smoke detectors.

51. As a direct and proximate result of the negligence of Defendant Elder, as described herein, Cadis was injured, eventually resulting in her death; Cadis sustained substantial pain and suffering until her death; and Plaintiff Candace J. Higgins has incurred the loss of her daughter Cadis' consortium, services, companionship, comfort, instruction, guidance, counsel, training and support arising from her death.

52. As a direct and proximate result of the negligence of Defendant Elder, as described herein, Caylee was injured from the smoke and fire and underwent substantial medical treatment; Plaintiff Caylee sustained substantial pain and suffering and loss of enjoyment of life from the Occurrence; Plaintiffs Caylee and Candace J. Higgins have sustained emotional trauma and injury as a result of the Occurrence in witnessing the death of their daughter and sister Cadis, which is medically significant, ongoing and permanent.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendant Elder, in a just and reasonable sum in excess of Twenty Five Thousand Dollars (\$25,000.00), together with costs herein expended, and for such further relief as this Court deems just and proper.

COUNT VIII – AGGRAVATED DAMAGES - AGAINST DEFENDANTS PELONIS APPLIANCES, PELONIS USA, PELONIS TECHNOLOGIES, PELONIS HEATING, MIDEA (U.S.A.), AND MIDEA AMERICA

COME NOW Plaintiffs, by and through their undersigned counsel, and for Count VIII of their Petition against Defendants Pelonis Appliances, Pelonis USA, Pelonis Technologies, Pelonis Heating, Midea (U.S.A.), and Midea America, state the following:

53. Plaintiffs restate and re-allege as if fully set forth herein, paragraphs 1-15 of Plaintiffs' Petition.

54. Defendants knew of the defective condition and danger of the the Space Heater model in that the materials specified in the design and used in its manufacture were insufficient

and inappropriate for their intended use, because they did not allow adequate pressure release before overheating causing the chambers to rupture and explode, releasing hot oil, a fire hazard.

55. Defendants showed complete indifference to or conscious disregard for the safety of others by continuing to manufacture, distribute, market and sell the model of the Space Heater which Defendants should have known created a high degree of probability of injury to decedent due to prior similar complaints regarding the Space Heater model.

56. Plaintiffs are entitled to exemplary damages to punish Defendants and to deter Defendants and other businesses from like conduct.

WHEREFORE, Plaintiffs pray this Court enter a judgment against Defendants for aggravated damages in a sufficient amount to punish and deter Defendants and other similarly situated corporations from like conduct and for any other relief that this Court deems just and proper.

**O'LEARY, SHELTON, CORRIGAN,
PETERSON, DALTON & QUILLIN, LLC**

By: /s/ James D. O'Leary
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