

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

EVANSTON INSURANCE COMPANY, )

Plaintiff, )

v. )

NARCONON OF GEORGIA, INC., )

RELIGIOUS TECHNOLOGY CENTER, )

INC., ASSOCIATION FOR BETTER )

LIVING AND EDUCATION )

INTERNATIONAL, NARCONON )

INTERNATIONAL, BENJAMIN )

BURGESS, RHONDA BURGESS, )

HEIDI HOWARD, JOYCE MARTIN, )

BETH KARAMELAS, TERRI DACY )

and MICHAEL DACY )

Defendants. )

CIVIL ACTION

FILE NO.: \_\_\_\_\_

**COMPLAINT FOR DECLARATORY JUDGMENT**

COMES NOW, Plaintiff Evanston Insurance Company (“Evanston”), by and through counsel, and hereby files this Complaint for Declaratory Judgment, respectfully showing this Court as follows:

**NATURE OF THE ACTION**

1.

This is an insurance coverage action in which Evanston seeks a declaratory judgment that professional liability policy no. SM-887805 (the “Policy”) issued to

Narconon of Georgia Inc. (“Narconon”) as the Named Insured and Narconon International (“International”) and Association for Better Living and Education International (“ABEL”) as the Additional Insureds for the period of June 25, 2012 to June 25, 2013 is void ab initio. Evanston stands ready and willing to return the insurance premiums it received upon this Court’s ruling.

2.

In the alternative, Evanston seeks a declaratory judgment that it has no duty to defend and/or indemnify Narconon as the Named Insured or International and ABEL as the Additional Insureds under the Policy with respect to the lawsuit captioned *Benjamin Burgess et al v. Religious Technology Center Inc. et al*, State Court of Gwinnett County, State of Georgia, Civ. A. No. 13-C-03596-53 (“Underlying Action”).

### **THE PARTIES**

3.

Plaintiff Evanston, an insurance company, is a corporation organized and existing under the laws of the State of Illinois with its principal place of business located at 10 Parkway North, Deerfield, Illinois 60015. Evanston is a citizen of Illinois and voluntarily submits to jurisdiction of this Court.

4.

Upon information and belief, Defendant Narconon, a drug and rehabilitation treatment facility, is a corporation organized under the laws of Georgia with its principal place of business in Georgia. Narconon is a citizen of Georgia and may be served through its registered agent, Matthew C. Hines, 150 Bankhead Highway, Carrollton, Carroll County, Georgia 30117.

5.

Religious Technology Center, Inc. (“RTC”) is a named defendant in the Underlying Action and a declaration regarding whether Narconon is entitled to coverage will be binding upon RTC. Upon information and belief, RTC is a corporation organized under the laws of California with its principal place of business in California. RTC is a citizen of California and may be served through its registered agent, Sherman D. Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, California 91367.

6.

ABLE is a named defendant in the Underlying Action and an Additional Insured under the Policy. A declaration regarding whether Narconon is entitled to coverage will be binding upon ABLE. Upon information and belief, ABLE is a corporation organized under the laws of California with its principal place of

business in California. ABLE is a citizen of California and may be served through its registered agent, Sherman D. Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, California 91367.

7.

International is a named defendant in the Underlying Action and an Additional Insured under the Policy. A declaration regarding whether Narconon is entitled to coverage will be binding upon International. Upon information and belief, International is a corporation organized under the laws of California with its principal place of business in California. International is a citizen of California and may be served through its registered agent, Helena Kobrin, 3500 W. Olive Ave., Suite 300, Burbank, CA 91505.

8.

Benjamin Burgess and Rhonda Burgess (collectively “Burgesses”) are named plaintiffs in the Underlying Action and a declaration regarding whether Narconon is entitled to coverage will be binding upon the Burgesses. Upon information and belief, Burgesses are citizens of Georgia.

9.

Heidi Howard is a named plaintiff in the Underlying Action and a declaration regarding whether Narconon is entitled to coverage will be binding

upon Howard. Upon information and belief, Howard is a citizen of North Carolina.

10.

Joyce Martin is named plaintiff in the Underlying Action and a declaration regarding whether Narconon is entitled to coverage will be binding upon Martin. Upon information and belief, Martin is a citizen of Georgia.

11.

Beth Karampelas is a named plaintiff in the Underlying Action and a declaration regarding whether Narconon is entitled to coverage will be binding upon Karampelas. Upon information and belief, Karampelas is a citizen of North Carolina.

12.

Terri and Michael Dacy (collectively, the “Dacys”) are named plaintiffs in the Underlying Action and a declaration regarding whether Narconon is entitled to coverage will be binding upon the the Dacys. Upon information and belief, the Dacys are citizens of Georgia.

**JURISDICTION AND VENUE**

13.

Evanston files this action under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*

14.

This Court has jurisdiction in this matter pursuant to 28 U.S.C. § 1332(a)(1). There is complete diversity of citizenship between Plaintiff Evanston and Defendants Narconon, RTC, ABLE, International, Benjamin and Rhonda Burgess, Heidi Howard, Joyce Martin, Beth Karampelas, Terri and Michael Dacy, and the amount in controversy exceeds, exclusive of interest and costs, the sum of seventy-five thousand dollars (\$75,000).

15.

Venue in this District is proper under 28 U.S.C. § 1391(b)(2) and (3).

16.

An actual case and controversy of a justiciable nature exists between Evanston and Narconon, RTC, ABLE, International, Benjamin and Rhonda Burgess, Heidi Howard, Joyce Martin, Beth Karampelas, Terri and Michael Dacy involving their rights and obligations, if any, under the Policy. Evanston is, therefore, entitled to bring this declaratory judgment action in this Court.

**THE UNDERLYING ACTION**

17.

On June 4, 2013, Benjamin Burgess, Rhonda Burgess, Heidi Howard, Joyce Martin, Beth Karampelas, Terri Dacy, and Michael Dacy (“Claimants”) filed a class-action complaint (the “Complaint” or “Underlying Action”) against Religious Technology Center, Inc. (“RTC”), Association for Better Living and Education International (“ABLE”), Narconon International (“International”), and Narconon (collectively, “Narconon Parties”). A true and correct copy of the Complaint is attached hereto as Exhibit A.

18.

The Complaint alleges that Narconon Parties own and operate a drug and alcohol rehabilitation facility whose rehabilitation program is based on the writing and teachings of L. Ron Hubbard, the founder of the Church of Scientology. [Compl. at ¶¶ 38-46].

19.

The rehabilitation program consists of two components: (i) the New Life Detoxification Program, which employs exercise, large doses of vitamins and minerals, sweating in a sauna, and following a diet with fresh vegetables and lots of liquids, and (ii) written course materials. [Compl. at ¶¶ 47-61].

20.

Claimants are either individuals or parents of individuals who enrolled in the rehabilitation program in 2009, 2011, 2012, and 2013. [Compl. at ¶¶ 1-19].

21.

Claimants allege that Narconon Parties' representations, statements, and advertising about the nature of the rehabilitation program were false, deceptive, and misleading. [Compl. at ¶¶ 74-89].

22.

Specifically, Claimants allege that Narconon Parties:

- Misrepresented their connections to Scientology;
- Misrepresented their compliance with Georgia licensure laws;
- Misrepresented the health effects and addiction-treating properties of the sauna, the mega-doses of niacin, and other components of the New Life Detoxification Program;
- Falsely represented that scientific evidence supported the effectiveness of the New Life Detoxification Program;
- Misrepresented the program's success rate;
- Misrepresented that the program offered a "complete cure" for addiction;
- Misrepresented the nature of the training given to the program's staff members;
- Falsely represented that the program's staff was certified in addiction counseling;

- Misrepresented the effectiveness of the program; and
- Failed to provide a drug-free environment for its patients.

[*See, e.g.*, Compl. at ¶111].

23.

Claimants also allege that the Narconon Parties operated a residential facility while only licensed for operating an out-patient facility. [Compl. at ¶¶ 90-105].

24.

Claimants further allege that they relied on the misrepresentations and invested between \$10,000 to \$50,000 per patient, even though “almost none of the patients who completed” the program “achieved sobriety or sufficient tools for managing their addictions.” [Compl. at ¶ 106].

25.

As a result of the alleged misrepresentations, Claimants allege the following causes of action: (1) fraudulent misrepresentation; (2) breach of contract; (3) unjust enrichment; (4) detrimental reliance; (5) negligence per se; and (6) multiple violations of Georgia’s Racketeer Influenced and Corrupt Organizations (“RICO”) statute. [*See* Compl. at ¶¶ 111-168].

26.

All of the causes of action other than negligence per se are based on the alleged false and/or misleading statements stated above in Paragraph 22 of this complaint.

27.

The negligence per se count alleges that Narconon is licensed for an outpatient facility, and that its operation of an “unlicensed housing program for its drug and alcohol rehabilitation patients constituted per se violations of various provisions” of Georgia law. [Compl. at ¶¶ 126-128].

28.

Claimants seek class-action certification on behalf of all patients who ever enrolled in the rehabilitation program. [Compl. at ¶¶ 30-37].

29.

Claimants also claim that the class members suffered actual, physical, mental, and economic harm, and seek restitution, actual, general, punitive, and treble damages, as well as attorneys’ fees and costs. [Compl. at Prayer for Relief].

**POLICY DETAILS**

30.

Evanston subscribes to a medical professions professional liability policy no. SM-887805 issued to Narconon for the period of June 25, 2012 to June 25, 2013 (the "Policy"). A true and correct copy of the Policy is attached hereto as Exhibit B.

31.

The Policy was delivered to Narconon at 5688 Peachtree Parkway #B1, Norcross, Georgia 30092.

32.

Subject to the Policy's terms and conditions, the Policy provides coverage to International and ABLE as Additional Insureds.

33.

The Policy limits are \$1 million for each claim and \$3 million in the annual aggregate for claims arising out of an act, error, or omission first happening on or after August 19, 2011, but prior to June 25, 2012, and \$3 million for each claim and \$3 million in the annual aggregate for claims arising out of an act, error, or omission first happening on or after June 25, 2012. The limits are subject to a \$10,000 per claim deductible.

34.

Narconon's premium finance company, IPFS Corporation, cancelled the Policy for non-payment of premiums effective June 21, 2013. Evanston subsequently refunded the un-earned premium of \$964.00 per the terms of the Policy and the applicable law.

**COUNT ONE – DECLARATORY JUDGMENT:  
THE POLICY IS VOID AB INITIO**

35.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

36.

Evanston is entitled to rescind the Policy pursuant to O.C.G.A. § 33-24-7(b).

37.

Prior to binding coverage under the Policy, Narconon submitted to Evanston an "Application for Mental Health/Mental Retardation Facilities Professional Liability," dated June 6, 2012 (the "Application"). A true and correct copy of the Application is attached hereto as Exhibit C.

38.

The Application required Narconon to specify whether it was seeking to insure an "out-patient" or an "in-patient" facility.

39.

Narconon responded with “out-patient” for one of its locations and “ambulatory detox” for the other.

40.

When questioned by Evanston, Narconon’s agent confirmed that both locations were “out-patient.”

41.

Specifically, on June 13, 2012, Evanston’s underwriter requested the following information from Narconon’s retail agent, AmWins: “it appears last year this one was presented to us as an outpatient facility, this year the apps says 2 locations, one for outpatients, and one is a detox facility. How many beds are in the detox facility listed on the app as it ap[pears] this is a change in exposures?” AmWins responded as follows: “[t]hey have no beds; they are strictly out-patient.” A true and correct copy of correspondence between Evanston and Narconon’s agent is attached hereto as Exhibit D.

42.

Based on the representations in the Application and the agent’s confirmation, Evanston bound coverage for “outpatient drug and alcohol rehabilitation and counseling.” [Policy at Declarations, 4.B].

43.

Upon information and belief, at this time, Narconon was operating a residential, rather than an out-patient, facility.

44.

The Application also asked whether the facilities sought to be insured are “licensed in accordance with all applicable local, state and federal laws and regulations.”

45.

Narconon answered “Yes.”

46.

Upon information and belief, shortly prior to the application date, the Georgia Department of Human Resources conducted an inspection of the facilities and determined that “a review of the facility documents revealed that the facility did not have a Drug Abuse Treatment and Education license for this address.” It further concluded that the facility is “operating a full time detoxification program[] without a license.” A true and correct copy of Georgia Department of Human Resources Inspection Results is attached hereto as Exhibit E.

47.

Moreover, Narconon was licensed as an “outpatient” facility such that its operation of a residential facility was unlicensed.

48.

The Application contained at least two misrepresentations.

49.

Evanston relied on those misrepresentations in providing coverage to Narconon.

50.

Narconon made the misrepresentations with the actual intent to deceive, and those representations materially affected the acceptance of the risk and hazard assumed by Evanston.

51.

At no time during the underwriting process did Evanston have any knowledge of the facts stated in Paragraph 43 of this Complaint for Declaratory Judgment.

52.

If Narconon had disclosed the information stated in Paragraph 43 of this Complaint for Declaratory Judgment, Evanston would have changed the terms

under which coverage was offered. Specifically, Evanston would have either amended the premium charged for coverage or withdrawn its offer of coverage.

53.

Evanston stands ready to refund the premium.

54.

Pursuant to O.C.G.A. § 33-24-7 and Georgia law, the Policy is void ab initio.

55.

Therefore, Evanston is entitled to a declaratory judgment that the Policy is void ab initio, and that it has no obligation to defend or indemnify Narconon or any other Narconon Party with respect to the Underlying Action.

**COUNT TWO – DECLARATORY JUDGMENT:  
IN THE ALTERNATIVE, THE DEFINITION OF PROFESSIONAL  
SERVICES BARS COVERAGE**

56.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

57.

The Policy's Insuring Agreement provides as follows:

The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in Item 6.b of the

Declarations, which the Insured shall become legally obligated to pay as Damages as a result of Claims first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to the Section A., Claim Reporting Provision, for Professional Personal Injury to which this Coverage Part applies by reason of any act, error or omission in Professional Services rendered or that should have been rendered by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible, and arising out of the conduct of the Insured's Professional Services . . . .

[Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, Insuring Agreement].

58.

The Policy defines “Professional Services” as “outpatient drug and alcohol rehabilitation and counseling.” [Policy at Common Policy Conditions, Definitions, E and Declarations, 4.B].

59.

The Underlying Action stems from the Narconon Parties’ “false, misleading, and fraudulent marketing and business practices,” and their operation of a residential facility while licensed only to operate an out-patient facility. [Compl. at ¶¶ 74-89 and ¶¶ 90-105].

60.

Narconon's acts, errors, and omissions identified in the Underlying Action do not constitute "Professional Services" as those services are defined in the Policy.

61.

As such, Evanston is entitled to a declaratory judgment that it has no obligation under the Policy to defend or indemnify Narconon or any other Narconon Party with respect to the Underlying Action.

**COUNT THREE – DECLARATORY JUDGMENT:  
DISHONEST, FRAUDULENT, CRIMINAL ACTS EXCLUSION BARS  
COVERAGE**

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

62.

Alternatively, even if the Complaint alleged that the injuries stemmed from Narconon's provision of "Professional Services," the Policy excludes:

Any Claim based upon or arising out of any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions intentionally committed by or at the direction of the Insured.

[Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, The Exclusions, A].

63.

The Underlying Action stems from Narconon Parties' "false, misleading, and fraudulent marketing and business practices," and their operation of a residential facility without a proper license. [Compl. at ¶¶ 74-89 and ¶¶ 90-105].

64.

The Underlying Action therefore is based upon or arises out of dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions intentionally committed by Narconon.

65.

Therefore, Evanston is entitled to a declaratory judgment that it has no obligation under the Policy to defend or indemnify Narconon or any other Narconon Party with respect to the Underlying Action.

**COUNT FOUR – DECLARATORY JUDGMENT:  
THE DEFINITION OF “DAMAGES” BARS OR LIMITS COVERAGE**

66.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

67.

The Policy provides as follows:

[T]he monetary portion of any judgment, award or settlement; provided, however, Damages shall not include: (1) punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages; (2) taxes, criminal or civil fines, or attorney's fees or other penalties imposed by law; (3) sanctions; (4) matters which are uninsurable under the law pursuant to which this policy shall be construed; or (5) the return of or restitution of fees, profits or charges for services rendered.

[Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, The Exclusions, A].

68.

In the event the Court determines that Narconon is entitled to coverage under the Policy and Evanston is not entitled to rescind, coverage will be unavailable for punitive, exemplary, or treble damages, attorneys' fees, sanctions or restitution.

69.

Therefore, Evanston is entitled to a declaratory judgment that it has no obligation to indemnify Narconon or any other Narconon Party for damages excluded under the Policy with respect to the Underlying Action.

**COUNT FIVE – DECLARATORY JUDGMENT:  
WARRANTY EXCLUSION BARS OR LIMITS COVERAGE**

70.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

71.

The Policy excludes coverage for:

any Claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of advertisement.

[Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, The Exclusions, M].

72.

In the event the Court determines that Narconon is entitled to coverage under the Policy and Evanston is not entitled to rescind, coverage will nevertheless be barred for any claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of advertisement.

73.

Evanston is therefore entitled to a declaration that it has no obligation to defend or indemnify Narconon or any other Narconon Party for any claims based upon or arising out of a warranty or guarantee of cure or success of treatment

which is alleged to have arisen out of advertisement with respect to the Underlying Action.

**COUNT SIX – DECLARATORY JUDGMENT:  
CONTRACT EXCLUSION BARS OR LIMITS COVERAGE**

74.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

75.

The Policy excludes:

any claim based upon or arising out of any liability assumed by the Insured in a contract or agreement; provided, however, this exclusion shall not apply to liability an Insured would have in the absence of the contract or agreement.

[Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, The Exclusions, E].

76.

In the event the Court determines that Narconon is entitled to coverage under the Policy and Evanston is not entitled to rescind, coverage will nevertheless be barred for any claim based upon or arising out of any liability assumed by Narconon in a contract or agreement.

77.

Evanston is therefore entitled to a declaration that it has no obligation to defend or indemnify Narconon or any other Narconon Party for any claims based upon or arising out of any liability assumed by Narconon or any Narconon Party in a contract or agreement with respect to the Underlying Action.

**COUNT SEVEN – DECLARATORY JUDGMENT:  
ACTS PRE-RETROACTIVE DATE NOT COVERED**

78.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

79.

For coverage to exist, the Policy requires “the act, error or omission [to happen] during the Policy Period or on or after the Retroactive Date stated in Item 7. of the Declarations.” [Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, Insuring Agreement, A].

80.

The Policy lists August 19, 2011 as the retroactive date. [Policy at Declarations 7].

81.

In the event the Court determines that Narconon is entitled to coverage under the Policy and Evanston is not entitled to rescind, coverage will nevertheless be barred for any act, error, or omission that occurred prior to August 19, 2011.

82.

Evanston is therefore entitled to a declaration that it has no obligation to defend or indemnify Narconon or any other Narconon Party for any claims based on acts, errors, or omissions that occurred prior to August 19, 2011 with respect to the Underlying Action.

**COUNT EIGHT – DECLARATORY JUDGMENT:  
RICO EXCLUSION BARS RICO CLAIMS**

83.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

84.

The Policy excludes any “Claim based upon or arising out of the Racketeer Influence and Corrupt Organizations [(“RICO”)] Act, 18 U.S.C., Section 1961, et seq.” [Policy at Specified Medical Professions Professional Liability Coverage Part – Claims Made Coverage, The Exclusions, P].

85.

In the event the Court determines that Narconon is entitled to coverage under the Policy and Evanston is not entitled to rescind, coverage will nevertheless be barred for any claim based upon or arising out of the RICO Act.

86.

Evanston is therefore entitled to a declaration that it has no obligation to defend or indemnify Narconon or any other Narconon Party for any claims based upon or arising out of the RICO Act.

**COUNT NINE – DECLARATORY JUDGMENT:  
ADDITIONAL INSURED ENDORSEMENT LIMITS CLAIMS**

87.

Evanston repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

88.

The Policy lists “Narconon International” and “A.B.L.E. Association for Better Living & Education” as “Additional Insureds.” [Policy at Additional Insured Endorsement – Professional Liability].

89.

The Policy further provides that coverage under the “Additional Insured” endorsement is available only “to whom [Narconon] is obligated by valid written

contract to provide coverage as an additional insured to such person or organization but only as respects [to] liability in rendering Professional Services caused by the negligence of [Narconon] and only for coverage not otherwise excluded in the policy.” [*Id.*].

90.

To the extent coverage is available for International and ABLE (i.e., if the written contract obligates Narconon to provide coverage to International and ABLE as “Additional Insureds” for Narconon’s negligence), Evanston is entitled to a declaration that it has no obligation to defend or indemnify International, ABLE, and/or any other “Additional Insured” for any claims based on or arising out of the Lawsuit because coverage is “otherwise excluded by the Policy” for all of the reasons previously stated in this Complaint for Declaratory Judgment.

**WHEREFORE**, Evanston prays for judgment:

- (1) Declaring that the Policy is void ab initio due to Narconon’s misrepresentations in the Application;
- (2) Alternatively, declaring that Evanston has no obligations to Narconon or any Narconon Party for the Underlying Action under the Policy because coverage is barred by either the definition of “Professional Services” or the “Dishonest, Fraudulent, Criminal Acts” exclusion;

- (3) If the Court finds that there is coverage and that Evanston is not entitled to rescind the Policy, declaring that Evanston:
- a. Has no obligations to pay for damages excluded by the Policy, including, but not limited to, restitution, punitive, and treble damages;
  - b. Has no obligation to cover any claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of advertisement;
  - c. Has no obligation to cover any claim based upon or arising out of any liability assumed by Narconon in a contract or agreement;
  - d. Has no obligation to cover any claim based upon or arising out of acts, errors, or omissions that occurred prior to August 19, 2011;
  - e. Has no obligation to cover any claim based upon or arising out of the RICO Act.
  - f. Has no obligation to provide coverage to International, ABLE, or any other “Additional Insureds.”

- (4) Awarding Evanston such other and further relief as the Court may deem just and proper.

Respectfully submitted, this 28th day of August, 2013.

**FIELDS HOWELL**

191 Peachtree Street, NE, Suite 4600  
Atlanta, GA 30303  
Telephone: 404.214.1250  
Facsimile: 404.214.1251  
pfields@fieldshowell.com  
jwolak@fieldshowell.com  
heisenstein@fieldshowell.com

*/s/ Paul L. Fields, Jr.*

Paul L. Fields, Jr.  
Georgia Bar No.: 003420  
Jennifer Wolak  
Georgia Bar No.: 758575  
E. Helen Eisenstein  
Georgia Bar No. 097206  
*Attorneys for Plaintiff*