

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

ANNAMARIE GALANTE, individually and  
on behalf of all others similarly situated,

*Plaintiff,*

v.

WAYFAIR INC. and WAYFAIR LLC D/B/A  
LARK MANOR,

*Defendants.*

CIVIL DIVISION

No. \_\_\_\_\_

Code: \_\_\_\_\_

CLASS ACTION

**CLASS ACTION COMPLAINT**

Plaintiff Annamarie Galante (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action against Wayfair Inc. and Wayfair LLC, d/b/a Lark Manor. Plaintiff alleges the following based on personal knowledge as to Plaintiff’s experiences, and on information and belief as to other matters, including investigation conducted by Plaintiff’s counsel.

**NATURE OF THE CASE**

1. Plaintiff seeks injunctive and declaratory relief curtailing unlawful business practices related to consumer products manufactured, sold, and warranted by Defendants, Wayfair Inc., and Wayfair LLC d/b/a Lark Manor (together, “Wayfair” or “Defendants”).

2. The Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301–2312 (“Magnuson-Moss,” the “Act,” or “MMWA”), and its implementing regulations, 16 C.F.R. §§ 700.1, *et seq.*, prohibit retailers from “condition[ing] the continued validity of a warranty on the use of only authorized repair service and/or authorized replacement parts for non-warranty service and

maintenance (other than an article of service provided without charge under the warranty[.]” (referred to herein as the “Anti-Tying Rule”).<sup>1</sup>

3. The Anti-Tying Rule guarantees consumers the right to obtain repairs from service providers other than Defendants without voiding Defendants’ warranties.

4. The Anti-Tying Rule also promotes a competitive marketplace for repair services.

5. Defendants violate the Anti-Tying Rule by stating that their warranties will be void if consumers use third-party repair services to service the goods they purchased from Defendants.

6. Defendants’ noncompliance is self-serving in that these misrepresentations help Defendants develop and maintain a monopoly on repairing the goods they sell, and on selling after-market parts because many consumers won’t attempt even simple, inexpensive repairs—or use inexpensive third-party repair services—if they believe doing so will void the warranties they purchased with Defendants’ products.

7. Plaintiff seeks injunctive and declaratory relief against Defendants for their violations of Magnuson-Moss’s Anti-Tying Rule.

### **PARTIES**

8. Plaintiff Annamarie Galante is a citizen of Pennsylvania and a resident of Allegheny County.

9. Defendant Wayfair Inc., is a Delaware corporation, headquartered in the Commonwealth of Massachusetts.

10. Defendant Wayfair LLC is a wholly owned subsidiary of Wayfair Inc. and is based in the Commonwealth of Massachusetts.

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<sup>1</sup> 16 C.F.R. § 700.10(c).

11. Defendants regularly conduct business in the Commonwealth of Pennsylvania and throughout the United States. Defendant designs and manufactures goods, including but not limited to furniture and home goods, which it markets and sells on its website. Defendant also markets and sells goods from third-party manufacturers on its website.

**JURISDICTION AND VENUE**

12. This Court has personal jurisdiction over Defendants because they direct their conduct at Pennsylvania, transact business in Pennsylvania, qualify as a foreign corporation under the laws of Pennsylvania, are registered to do business in Pennsylvania, have substantial contacts with Pennsylvania, engaged and are engaging in conduct that has a direct, substantial, reasonably foreseeable, and intended effect of causing injury to persons in Pennsylvania, and purposely availed themselves of the laws of Pennsylvania.

13. Defendants' activities in Pennsylvania gave rise to the claims identified herein.

14. Venue is proper in Allegheny County because Defendants conduct regular and substantial business in Allegheny County.

**EXCLUSIVE STATE COURT JURISDICTION  
PURSUANT TO 15 U.S.C. § 2310**

15. Exclusive jurisdiction lies with this Court, pursuant to 15 U.S.C. § 2310.

16. Magnuson-Moss authorizes injured consumers to bring suit for "legal and equitable relief...in any court of competent jurisdiction in any State." 15 U.S.C. § 2310(d)(1)(A).

17. However, the Act imposes specific limitations on the exercise of jurisdiction by federal courts, stating that "no claim shall be cognizable" in federal district court "(A) if the amount in controversy of any individual claim is less than the sum or value of \$25; (B) if the amount in controversy is less than the sum or value of \$50,000 (exclusive of interests and costs) computed

on the basis of all claims to be determined in this suit; or (C) if the action is brought as a class action, and the number of named plaintiffs is less than one hundred.” *Id.* § 2310(d)(3)(A)-(C).

18. Plaintiff solely seeks equitable and declaratory relief, individually and on behalf of the Class Members, in the form of Defendants removing the provision in their Warranty that violates Magnuson-Moss’s anti-tying provisions.

19. Neither Plaintiff nor any Class Member asserts an individual claim for damages, much less one valued at \$25 or greater.

20. As a result, neither of the requirements for federal jurisdiction set forth under § 2310(d)(3)(A) or § 2310(d)(3)(B) are satisfied.

21. Further, because there are not one hundred named plaintiffs in this action, the requirement for federal jurisdiction set forth under § 2310(d)(3)(C) is not satisfied.

22. Because none of the requirements for federal jurisdiction are satisfied under § 2310(d)(3), this Court has exclusive jurisdiction over this action.

### **COMMON FACTUAL ALLEGATIONS**

#### **I. Magnuson-Moss and Its Prohibition of Tying Provisions in Consumer Warranties**

23. Magnuson-Moss is a consumer-protection law passed in 1975 that, among other things, prohibits warrantors from conditioning warranty coverage on consumers’ use of an article or service identified by brand, trade, or corporate name.<sup>2</sup>

24. Specifically, a warrantor cannot “condition the continued validity of a warranty on the use of only authorized repair service and/or authorized replacement parts for non-warranty

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<sup>2</sup> 15 U.S.C. § 2302(c).

service and maintenance (other than an article of service provided without charge under the warranty[.]).”<sup>3</sup>

25. The provision dissects an example of a term that violates the Anti-Tying Rule:

This warranty is void if service is performed by anyone other than an authorized ‘ABC’ dealer and all replacement parts must be genuine ‘ABC’ parts—stating that it violates Magnuson-Moss in two ways: first, it impermissibly ties repairs to the manufacturer, but second, “*a warrantor cannot, as a matter of law, avoid liability under a written warranty where a defect is unrelated to the use by a consumer of ‘unauthorized’ articles or service.*”<sup>4</sup>

26. The disclaimer of liability does not need to be explicit to be improper.

[A] warrantor would violate the MMWA if its warranty led a reasonable consumer exercising due care to believe that the warranty conditioned coverage “on the consumer’s use of an article or service identified by brand, trade or corporate name....” Moreover, misstatements leading a consumer to believe that the consumer’s warranty is void because a consumer used “unauthorized” parts or service may also be deceptive under Section 5 of the FTC Act.<sup>5</sup>

27. Then-FTC-Chairman Lewis Engman explained the animating purpose of the Anti-Tying Rule in the run-up to Magnuson-Moss’s introduction:

This [anti-tying] provision addresses the anticompetitive practice which the Commission has opposed in numerous court actions wherein a manufacturer uses a warranty unreasonably to tie his supplementary products or services to the warranted product. This leaves the consumer in the undesirable posture of losing his warranty protection if he purchases the supplementary items from another and perhaps less expensive source—even if he does so in complete ignorance of the warranty’s provisions.<sup>6</sup>

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<sup>3</sup> 16 C.F.R. § 700.10(c).

<sup>4</sup> *Id.* (emphasis added).

<sup>5</sup> Federal Trade Commission, *Final Action: Magnuson-Moss Warranty Act Interpretations; Rules Governing Disclosure of Written Consumer Product Warranty Terms and Conditions, Pre-Sale Availability of Written Warranty Terms, and Informal Dispute Settlement Procedures; and Ad Guides*, at p. 11 (May 22, 2015) (available at [https://www.ftc.gov/system/files/documents/federal\\_register\\_notices/2015/05/150522mag-mossfrn.pdf](https://www.ftc.gov/system/files/documents/federal_register_notices/2015/05/150522mag-mossfrn.pdf)) (“2015 FTC Final Action”).

<sup>6</sup> Statement of Hon. Lewis A. Engman, Chairman, Federal Trade Commission, included in H. Rep. No. 93-17, at 58 (1973).

28. More recently, the FTC reiterated, “[Magnuson-Moss’s] anti-tying provision bars manufacturers from using access to warranty coverage as a way of obstructing consumers’ ability to have their consumer products maintained or repaired using third-party replacement parts and independent repair shops.”<sup>7</sup>

29. In its Report accompanying the 2021 Financial Services and General Government Appropriations Bill, Congress specifically directed the FTC as follows:

*Consumer Repair Rights.*—The Committee is aware of the FTC’s ongoing review of how manufacturers...may limit repairs by consumers and repair shops, and how those limitations may increase costs, limit choice, and impact consumers’ rights under the Magnuson-Moss Warranty Act. Not later than 120 days after the enactment of this Act, the FTC is directed to provide to the Committee, and to publish online, a report on anticompetitive practices related to repair markets. The report shall provide recommendations on how to best address these problems.

30. Subsequently, the FTC produced a report to Congress that “synthesized the knowledge gained from its July 16, 2019 workshop titled ‘Nixing the Fix: A Workshop on Repair Restrictions’ (the “Workshop”), public comments, responses to a Request for Empirical Research and Data, and independent research.”<sup>8</sup> (“2021 FTC Report”).

31. Per the 2021 FTC Report,

Even when a warranty does not explicitly require that repairs be performed by the original equipment manufacturer (OEM) using OEM parts, many manufacturers restrict independent repair and repair by consumers through [*inter alia*] Product designs that complicate or prevent repair; Policies or statements that steer consumers to manufacturer repair networks;...[and] Disparagement of non-OEM parts and independent repair[.]<sup>9</sup>

32. The 2021 FTC Report confirmed that violative conduct was rampant:

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<sup>7</sup> FTC, *Nixing the Fix: An FTC Report to Congress on Repair Restrictions*, May 2021, at p. 5 (available at [https://www.ftc.gov/system/files/documents/reports/nixing-fix-ftc-report-congress-repair-restrictions/nixing\\_the\\_fix\\_report\\_final\\_5521\\_630pm-508\\_002.pdf](https://www.ftc.gov/system/files/documents/reports/nixing-fix-ftc-report-congress-repair-restrictions/nixing_the_fix_report_final_5521_630pm-508_002.pdf)) (last accessed Nov. 7, 2022) (hereinafter referred to as “2021 FTC Report”).

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

The Commission continues to receive reports of companies not complying with the MMWA. In response to staff's call for empirical research and comments related to the Workshop, several organizations reported that warranty tying continues to be prevalent in the marketplace. For example, the Education Fund of U.S. PIRG, the federation of state Public Interest Research Groups (PIRGs), submitted an October 2018 study analyzing warranties from 50 companies. U.S. PIRG concluded that 45 of the 50 companies had warranties that appeared to violate Section 102(c) of the MMWA. Likewise, the Specialty Equipment Market Association (SEMA) submitted a comment stating that it regularly receives complaints that automobile dealerships void automobile warranties if the dealership finds a specialty part (e.g., custom wheels) had been installed on the automobile, regardless of whether the specialty part caused the automobile to malfunction. Other commenters submitted information claiming that certain warrantors either expressly or by implication continue to condition warranty coverage of the use of particular products or services.

...Tying is illegal where the effect is to impair competition and harm consumers in the market for either the tying product or the tied product.<sup>10</sup>

33. It is important to note that Magnuson-Moss's Anti-Tying Rule does not prohibit the warrantor from disclaiming liability for defects *caused* by third-party repairs. Rather, the law simply puts the burden on the warrantor to prove a third-party repair caused the defect.

## **II. The Significance of Third-Party Repair of Consumer Products**

34. Beyond unlawfully proscribing customers' federal consumer protection rights, Defendants' conduct further harms consumers by stifling the third-party repair industry, thereby allowing Defendants (and comparable device manufacturers who engage in similar practices) a monopolistic grasp on the repair of their own products. This harms consumers in multiple ways.

35. First, the stifling of competition drives up the cost of repair and limits a consumer's ability to have their products fixed in a timely manner. Commonly, a warrantor's authorized service centers will have wait times that are untenable for devices that a consumer regularly relies on. In one example, a consumer's refrigerator had a faulty compressor and the warrantor (LG) told

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<sup>10</sup> *Id.*

him/her that its authorized servicers could not fix the appliance for up to a month.<sup>11</sup> Obviously, a household cannot do without refrigerated food for a month. There are countless other appliances and devices that we rely on daily, and doing without them for weeks—or even days—can cause profound disruptions in our daily lives.

36. This problem has become only more acute in the wake of the COVID-19 pandemic when appliance repair demand surged. Use of home appliances drastically increased as people are home more, and fewer people are buying new appliances as both retail operations were restricted and the supply chain was interrupted by COVID-19.<sup>12</sup> The rise in repair needs in turn leads to delays in warranty service. When consumers are unable to get a necessary appliance repaired in a timely manner under warranty terms, there is a real need to hire a third-party repair technician to solve the issues or attempt the repair themselves.

37. Second, anticompetitive marketplaces limit access to essential electronics, more broadly. Consumer electronics, in general, are the subject of ongoing shortages. An Associated Press report found that the increased demand and supply chain challenges posed by the pandemic resulted in shortages around the country.<sup>13</sup> Kinks in the semiconductor supply chain pose an

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<sup>11</sup> US PIRG, Warranties in the Void II, (April 8, 2021) at p. 18 (available at [https://uspirg.org/sites/pirg/files/reports/Warranties%20in%20the%20Void%20II\\_USPEF\\_April\\_2021\\_Final.pdf](https://uspirg.org/sites/pirg/files/reports/Warranties%20in%20the%20Void%20II_USPEF_April_2021_Final.pdf)).

<sup>12</sup> Youn, Soo. “Ovens, dishwashers and washing machines are breaking down like never before. But there’s nobody to fix them.” *The Washington Post* (October 22, 2020) (available at: <https://www.washingtonpost.com/road-to-recovery/2020/10/22/appliance-repair-services-pandemic/>).

<sup>13</sup> Jocelyn Gecker and Michael Liedtke, *AP Exclusive: US Faces Back-To-School Laptop Shortage*, (Aug. 22, 2020), <https://apnews.com/article/01e9302796d749b6aad35ddc8f4c946>.



additional threat to the supply of new products.<sup>14</sup> Reducing barriers to repair allows older consumer products to be refurbished more easily, thereby expanding the available supply.<sup>15</sup>

38. These shortages notwithstanding, Defendants’ anticompetitive practices enable them (and similarly situated companies) to force consumers to buy new products through planned obsolescence. When it costs almost as much to repair an existing product as it does to buy a new version of the same product, consumers will likely opt to buy the new product. Whereas, in a repair marketplace where costs are lowered through competition, it is cheaper to repair an existing piece of electronics than to buy a new one.

39. Against this backdrop of scarcity, it is more important than ever that consumers be allowed to maintain and repair their products without restriction.

40. To date, Defendants have done nothing to proactively alert consumers to their rights under federal law. Defendants’ unlawful behavior, coupled with their failure to affirmatively alert consumers of their rights, has created and continues to create an ongoing injury.

#### **PLAINTIFF’S SPECIFIC ALLEGATIONS**

41. On or about July 29, 2022, Plaintiff purchased a Lark Manor rolling kitchen island (the “Product”), manufactured by Defendants.

42. As part of the Product’s underlying sales price, Plaintiff also purchased a warranty representing Defendants’ promise to stand behind the Product (“Warranty”).

43. The Warranty, and additional representations related thereto, lead consumers, including Plaintiff, to believe that third-party repair will void the Warranty.

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<sup>14</sup> Hyunjoo Jin, Douglas Busvine, and David Kirton, *Analysis: Global chip shortage threatens production of laptops, smartphones and more*, Reuters, (Dec. 17, 2020), <https://www.reuters.com/article/us-chip-shortage-analysis/analysis-global-chip-shortage-threatens-production-of-laptops-smartphones-and-more-idUSKBN28R0ZL>.

<sup>15</sup> 2021 FTC Report, *see*, Note 7, *supra*.

44. For example, the Warranty states in pertinent part that, “This warranty does not apply to any product which has been improperly assembled, subjected to misuse or abuse or which has been altered or repaired in any way.”<sup>16</sup>

45. Based on the Warranty’s terms, Plaintiff is unable to repair the Product via a third-party, independent repair service without purportedly voiding her Warranty, thereby limiting Plaintiff to a fraction of the repair marketplace.

46. Because Plaintiff is limited to a smaller marketplace for service and repair, it is likely she will encounter reduced availability among providers and higher prices for their services.

47. Plaintiff anticipates buying other consumers goods in the future, and would consider purchasing such goods from Defendant, but does not wish to have her rights under the Anti-Tying Rule thwarted by Defendants’ unlawful warranty terms.

### **CLASS ACTION ALLEGATIONS**

48. Plaintiff brings this action individually and on behalf of all other similarly situated individuals pursuant to Rules 1702, 1708, and 1709 of the Pennsylvania Rules of Civil Procedure.

49. Plaintiff seeks to certify the following Class: “All persons in Pennsylvania who purchased a product subject to Defendants’ Warranty within the Class Period.”<sup>17</sup>

50. Plaintiff reserves the right to modify or refine the Class definition based upon discovery of new information or in order to accommodate any concerns of the Court.

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<sup>16</sup> Wayfair.com, “45.8” Wide Rolling Kitchen Island with Solid Wood Top,” (available at: <https://www.wayfair.com/furniture/pdp/lark-manor-481-manufactured-wood-kitchen-island-with-solid-wood-top-and-locking-wheels-w006155233.html?piid=1894484760>).

<sup>17</sup> As used herein, and subject to Plaintiff’s reservation of rights to amend the class definition, “Class Period” means three years prior to the date of filing of this Complaint, through the date of class certification.

51. Excluded from the Class are Defendants, Defendants' parents, subsidiaries, affiliates, officers and directors, any entity in which any defendant has a controlling interest, governmental entities, and all judges presiding over this litigation, as well as their immediate family members, and members of the staffs of the judges to whom this case may be assigned.

52. Pa. R. Civ. P. 1702(1), 1708(a)(2): The Class is so numerous that joinder of its Class Members is impracticable. Upon information and belief, the Class contains thousands of individuals, at least. The precise number can be determined by reference to Defendants' records.

53. Pa. R. Civ. P. 1702(2), 1708(a)(1): Plaintiff and each Class Member share numerous common questions of law and fact that will drive the resolution of the litigation and predominate over any individual issues. For example, there is a single common answer to the questions of whether Defendants' acts and practices complained of herein violate Magnuson-Moss, and the appropriate injunctive relief to ensure Defendants no longer illegally condition their warranties on the exclusion of third-party repair. The answers to these questions are the same for Plaintiff and each Class Member, and Plaintiff and each Class Member require the same proof to answer these questions. These questions, and others, predominate over any individual issues.

54. Pa. R. Civ. P. 1702(3): Plaintiff's claims are typical of the claims of each Class Member because the claims are based on the same legal theories and arise from the same conduct.

55. Pa. R. Civ. P. 1702(4), 1709: Plaintiff is an adequate representative of each Class Member because the interests of Plaintiff and each Class Member align. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of each Class Member and has no interest antagonistic to any Class Member. Plaintiff retained counsel who are competent and experienced in the prosecution of class action litigation generally and consumer class actions

specifically. Plaintiff has or can acquire adequate financial resources to assure that the interests of each Class Member will not be harmed.

56. Pa. R. Civ. P. 1708(a)(3), (6), (7): Given the nature of the issues presented and the relief requested, the expense and time necessary to obtain such relief, and the anticipated recovery and relief that Plaintiff and each Class Member may obtain, the class action mechanism is by far the preferred and most efficient litigation mechanism to adjudicate the claims of Plaintiff and each Class Member. Additionally, requiring Plaintiff and each Class Member to file individual actions would impose a crushing burden on the court system. Class treatment presents far fewer management difficulties and provides benefits of a single adjudication and economies of scale.

57. Pa. R. Civ. P. 1708(a)(4): Based on Plaintiff's knowledge and that of undersigned counsel, there are no similar cases currently pending in this Court against Defendants.

### **CAUSE OF ACTION**

#### **FIRST CAUSE OF ACTION**

#### **Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.***

58. Plaintiff incorporates the allegations contained in the preceding paragraphs.
59. Plaintiff is a "consumer," as defined in MMWA, 15 U.S.C. § 2301(3).
60. Defendants are "warrantors," as defined in MMWA, 15 U.S.C. § 2301(5).
61. The Warranty is a "written warranty," as defined in MMWA, 15 U.S.C. § 2301(6).
62. The Product is a "consumer product," as defined in MMWA, 15 U.S.C. § 2301(1).
63. Consistent with 15 U.S.C. § 2302(c) and 16 C.F.R. § 700.10, Defendants may not prohibit third-party repair as a condition of the Warranty.
64. Nor may Defendants make statements that lead a reasonable consumer exercising due care to believe that the Warranty conditioned coverage on the consumer's use of an article or

service identified by brand, trade, or corporate name unless that article or service is provided without charge to the consumer. 16 C.F.R. § 700.10; *see also* 2015 FTC Final Action at 11.<sup>18</sup>

65. Yet this is precisely what Defendants do, through the conduct complained of herein. This includes Defendants' representation that the Warranty, "does not apply to any product which has been . . . altered or repaired in any way."<sup>19</sup>

66. The FTC has stated, either directly through statute and regulation or through guidance, that such representations violate Magnuson-Moss's Anti-Tying Rule.

67. In 2018, the FTC "sent warning letters to six major companies that market and sell automobiles, cellular devices, and video gaming systems in the United States."<sup>20</sup> The following statements were among the challenged provisions:

- The use of [company name] parts is required to keep your . . . manufacturer's warranties and any extended warranties intact.
- This warranty shall not apply if this product . . . is used with products not sold or licensed by [company name].
- This warranty does not apply if this product . . . has had the warranty seal on the [product] altered, defaced, or removed.<sup>21</sup>

68. The FTC further stated that companies should review promotional materials and representations surrounding its warranties, so as not to create confusion among consumers.<sup>22</sup>

69. Despite the unambiguous requirements of Magnuson-Moss, Defendants continue to represent to their customers both explicitly and implicitly that third-party repair will void the

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<sup>18</sup> *See* Note 5, *supra*.

<sup>19</sup> *See* Note 16, *supra*.

<sup>20</sup> FTC, "FTC Staff Warns Companies that It Is Illegal to Condition Warranty Coverage on the Use of Specified Parts or Services," (April 10, 2018) (available at <https://www.ftc.gov/news-events/news/press-releases/2018/04/ftc-staff-warns-companies-it-illegal-condition-warranty-coverage-use-specified-parts-or-services>).

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

Warranty. These misrepresentations—which have been in effect for years—lead consumers to believe that their warranties are voided by third-party repairs.

70. Defendants’ warranties have harmed and continue to harm Plaintiff and the Class members by depriving them of the warranty benefits guaranteed to them by federal law.

71. As a result of such harm, Plaintiff and the Class members are entitled to injunctive relief and corresponding declaratory relief.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that this Court:

- a. Certify this case as a class action, appoint Plaintiff as Class representative, and appoint Plaintiff’s counsel to represent the Class;
- b. Find that Defendants’ actions, as described herein, constitute violations of Magnuson-Moss;
- c. Enter judgment against Defendants for all injunctive, declaratory, and other equitable relief sought;
- d. Award all costs, including experts’ fees, attorneys’ fees, and the costs of prosecuting this action; and
- e. Grant such other legal and equitable relief as the Court may deem appropriate.

Dated: November 7, 2022

Respectfully submitted,

/s/ Edwin J. Kilpela, Jr.

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wayfair Warranties Unlawfully Bar Third-Party Repairs, Class Action Claims](#)

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