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CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
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FILED

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

CV 09-00683 GHK (CWx)

13 BRIAN WOODS and KAIN MACY, On )  
14 Behalf of Themselves and All Others )  
15 Similarly Situated, )  
16 Plaintiffs, )  
17 v. )  
18 JP MORGAN CHASE & CO. and )  
19 CHASE MANHATTAN BANK USA, )  
20 N.A., and DOES 1 through 100, )  
21 inclusive, )  
22 Defendants. )  
23

CASE NO:  
CLASS ACTION  
COMPLAINT FOR: **FAKED**  
1. Violation of the Truth In Lending Act, 15 U.S.C. §1601, *et seq.*  
2. Breach of Contract  
3. Violations of Business & Professions Code § 17200, *et seq.*

24  
25 Plaintiffs, BRIAN WOODS and KAIN MACY, on behalf of themselves and  
26 all others similarly situated, (collectively "Plaintiffs") as against Defendants JP  
27 MORGAN CHASE & CO. and CHASE MANHATTAN BANK USA, N.A., and  
28 DOES 1 through 100, inclusive (collectively "Defendants"), and allege as follows:

1 NATURE OF ACTION

2 1. Plaintiffs Brian Woods and Kain Macy ("Plaintiffs") bring this class  
3 action against defendants JP Morgan Chase & Co. and Chase Manhattan Bank  
4 USA, N.A. (together, "Chase") for violation of the Truth in Lending Act of 1968,  
5 as amended, 15 U.S.C. 1601-1666j and Regulation Z, 12 CFR part 226 ("TILA"),  
6 violation of the California Bus. & Prof. Code Section 17200, and breach of  
7 contract. This action is brought on behalf of a Class of persons with Chase credit  
8 card accounts: (a) who accepted Chase's offer to use Chase Balance Transfer  
9 Checks with a low fixed APR (2.99%, 3.99% or 4.99%) for the life of the loan on  
10 balances transfers to their Chase credit card accounts; (b) who complied with the  
11 requirements Chase disclosed at the time of the offer to maintain the low fixed  
12 APR; and (c) on whom, in or around January 2009, Chase imposed a \$10 "monthly  
13 service charge" and an increased minimum monthly payment if the account holder  
14 wished to maintain the promised low fixed APR.

15 2. In these troubled economic times, Chase is taking advantages of its  
16 customers, many of whom are suffering extreme economic hardship, by essentially  
17 "welching" on its promise to provide a low interest rate in exchange for the  
18 customers transferring their credit card balances to Chase. In Chase's original  
19 agreement, Chase represented to its customers that to keep the low interest rate, the  
20 customer must only make timely required payments to Chase and the customers'  
21 other creditors. Now, however, Chase is requiring its customers to pay a "monthly  
22 service fee" and an increased minimum monthly payment – conditions which were  
23 undisclosed and not part of the original agreements between Chase and its  
24 customers. If the customer does not "agree" immediately to these conditions,  
25 Chase will unilaterally increase the APR on the balance transfer to 7.99% (which  
26 is approximately double the original APRs to which Chase and the customers  
27 agreed). Moreover, the 7.99% APR will be valid only for one year, after which  
28 Chase unilaterally may raise again the APR on existing balances substantially

1 more. At a time when the interest rates banks pay for borrowing money are at an  
2 all time low, Chase's strong arm tactics towards its indebted customers in good  
3 standing are all the more egregious.

#### 4 5 **JURISDICTION AND VENUE**

6 3. This Court has subject matter jurisdiction pursuant to 15 U.S.C. §  
7 1640 (e), 11 over claims for violation of TILA. This court has supplemental  
8 jurisdiction pursuant to 28 U.S.C. §1367 over Plaintiffs' related state law claims.

9 4. Venue is proper in this District inasmuch as many of the class  
10 members reside in this District and Chase conducts business here.

#### 11 12 **THE PARTIES**

13 5. Plaintiff Brian Woods resides in Akron, Ohio. In or around July  
14 2005, Chase provided Mr. Woods with Balance Transfer Checks in order to  
15 transfer higher-APR balances to his Chase credit card. Chase promised Mr. Woods  
16 a "3.99% Fixed APR [u]ntil your balance is paid in full." Mr. Woods used the  
17 Chase Balance Transfer Checks to transfer an outstanding balance to his Chase  
18 credit card. For the past four years, Mr. Woods has made timely required payments  
19 to Chase and his other creditors. However, in or around January 2009, Chase  
20 charged Mr. Woods a \$10 monthly service fee simply to maintain the promised  
21 fixed 3.99% APR until his balance was paid off, and more than doubled his  
22 minimum monthly payment due. Mr. Woods and his wife called Chase concerning  
23 these new charges and sought to reject the change in terms, close their account, and  
24 pay off the balance under their original terms. Chase refused and informed them  
25 that the only alternative, and only way to avoid the new \$10 monthly service fee,  
26 was to agree to an increased APR of 7.99%.

27 6. Plaintiff Kain Macy resides in San Diego, California. Mr. Macy has  
28 two credit card accounts with Chase. Chase made two substantially similar offers

1 to Mr. Macy to use the Chase Balance Transfer checks to transfer outstanding  
2 balances to his Chase credit cards. In one offer, Chase promised a 3.99% fixed  
3 APR for the life of the loan and in the other offer, Chase promised a 4.99% fixed  
4 APR for the life of the loan. Mr. Macy accepted both offers by using the Chase  
5 Balance Transfer Checks to transfer balances to his Chase credit cards. At all  
6 relevant times, Mr. Macy has made the required minimum payments to Chase and  
7 his other creditors. However, in or around January 2009, Chase charged Mr. Macy  
8 a \$10 monthly service fee simply to maintain the promised fixed 3.99% and 4.99%  
9 APRs for the life of the loans, and more than doubled his minimum monthly  
10 payment due. The only alternative to making these new payments was for Mr.  
11 Macy to “agree” immediately to a higher APR of 7.99%.

12 7. Defendant JP Morgan Chase & Co. maintains corporate headquarters  
13 at 270 Park Avenue, New York, New York, 10017-2070. JP Morgan Chase & Co.  
14 provides investment banking, financial services for consumers and businesses,  
15 financial transaction processing, asset and wealth management, and private equity  
16 services.

17 8. Defendant Chase Manhattan Bank USA, N.A. is the consumer and  
18 commercial lending division of Defendant JP Morgan Chase & Co. (together  
19 referred to herein as “Chase”).  
20

## 21 STATEMENT OF FACTS

22 9. Over the past several years, Chase has solicited Chase credit card  
23 customers in good standing to use Chase Balance Transfer Checks to transfer  
24 outstanding balances to their Chase credit cards by promising low fixed annual  
25 percentage rates (“APRs”) for the life of the balance. The low fixed APRs offered  
26 by Chase for the life of the balance ranged from approximately 2.99% to 4.99%.

27 10. In the standard Chase solicitation to its credit card customers, Chase  
28 promised those who used the Chase Balance Transfer Checks a “**3.99% fixed APR**”

1 until the balance is paid off” (emphasis in the original). As Chase touted in its  
2 solicitations, “It’s like giving yourself a fixed-rate loan with no application and no  
3 waiting around for approvals.”

4 11. Chase represented in its solicitation materials for the Chase Balance  
5 Transfer Checks that “[t]he new low Fixed APR you’ll pay will remain in effect  
6 until your balance is paid in full, as long as your account is open and in good  
7 standing.”

8 12. Chase represented the “Terms of Offer” for the low Fixed APR for the  
9 life of the loan on the Chase Balance Transfer Checks as follows:

- 10 ● If you accept our offer and a Balance Transfer Check or other Balance  
11 Transfer Transaction from this offer posts to your Account by the final  
12 posting date in the letter, your nominal ANNUAL PERCENTAGE  
13 RATE for the Balance Transfer Transactions from this offer will be  
14 3.99% (corresponding daily periodic rate of 0.01093%) until your  
15 balance is paid in full. [The low APR % offered by Chase ranged in  
16 amount from 2.99% to 4.99%, depending on the customer]. The terms  
17 of your Cardmember Agreement relating to Balance Transfers apply to  
18 Balance Transfer Transaction(s) from this offer.
- 19 ● You will be charged a Balance transfer Transaction Fee FINANCE  
20 CHARGE of 2% (\$50 maximum) of the amount of each Balance  
21 Transfer Transaction from this offer.
- 22 ● The special benefits of this offer apply to Balance Transfer  
23 Transaction(s) from this offer only. Any promotional rate may change  
24 to the regular Preferred Pricing purchase APR if any minimum  
25 payment on your Account was not made by the payment due date or if  
26 your Account was closed for any reason. Any promotional rate or  
27 regular Preferred Pricing purchase APR may change to your  
28 Non-Preferred APR if any minimum payment on any loan or account  
of yours with us or your other creditors was not made by the payment  
due date, your Account was over limit or any payment on your  
Account was returned unpaid. All rate changes are effective as of  
your last Statement Closing Date.

13. In the Terms of Offer, Chase represented that “[t]he terms of your  
Cardmember Agreement relating to Balance Transfers apply to Balance Transfer  
Transaction(s) from this offer.” These were the only sections of the Chase  
Cardmember Agreement which Chase specified applied to the Balance Transfer  
Transaction(s). In the Terms of Offer, Chase did not represent, as it readily could  
have done, that the entire Cardmember Agreement, or that the “Change in Terms”

1 section, applied to the Balance Transfer Transactions.

2 14. In the Terms of Offer, Chase represented that “[t]here is a low 2% fee  
3 of the transferred amount (maximum \$50) per transaction, which will pay for itself  
4 many times over.” This was the only finance charge disclosed by Chase in the  
5 Terms of Offer.

6 15. Nowhere in the Chase Balance Transfer Check solicitations or in the  
7 Terms of Offer did Chase disclose that payment of a monthly service fee would be  
8 required, in order for the customer simply to maintain the low fixed APR for the  
9 life of the loan.

10 16. The terms of the Chase Cardmember Agreement relating to Balance  
11 Transfers do not contemplate, provide for or permit Chase to charge a monthly  
12 service charge.

13 17. Customers who call Chase to complain about the \$10 monthly service  
14 charge are never given an explanation for the charge. Chase cannot explain what  
15 the charge represents or how it is calculated.

16 18. Chase has informed Plaintiffs and other similarly situated Chase credit  
17 card holders that the only way to avoid paying the \$10 monthly service  
18 fee/maintenance charge, and the increased monthly minimum payment from 2% to  
19 5% of the outstanding balance, is to agree to a new 7.99% APR for one year. After  
20 one year, Chase may then increase the 7.99% APR at its sole discretion and without  
21 limitation.

22 19. Although the Terms of Offer allow Chase to increase the APR on the  
23 outstanding balance if certain conditions (i.e., late payment or failure to maintain  
24 credit card balances in good standing) are met, none of the requisite conditions are  
25 present with the named Plaintiffs or members of the Class.

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1 CLASS ACTION ALLEGATIONS

2 20. Plaintiffs bring this action as a class action pursuant to Rule 23 of the  
3 Federal Rules of Civil Procedure on behalf of themselves and all others similarly  
4 situated who: (a) accepted Chase's offer to use Chase Balance Transfer Checks  
5 with a low fixed APR (2.99%, 3.99% or 4.99%) for the life of the loan on balance  
6 transfers to their Chase credit cards; (b) complied with the terms set forth in  
7 Chase's offer to maintain the low fixed APRs; and (c) on whom, in or around  
8 January 2009, Chase imposed a \$10 "monthly service charge" simply to maintain  
9 the promised low fixed APR, and increased by more than 100% the minimum  
10 monthly payment due (the "Class"). Excluded from the Class are the officers,  
11 directors and employees (and the immediate families thereof) of Chase, and any of  
12 Chase's subsidiaries or affiliates and any officer, director and employee (and the  
13 immediate families thereof) of any subsidiary or affiliate; any entity in which a  
14 defendant has a controlling interest; and the legal representatives, heirs, successors  
15 and assigns of any excluded person or entity. This class action seeks injunctive  
16 relief pursuant to Rule 23(b)(2) and actual damages.

17 21. Members of the Class are so numerous that joinder of all members is  
18 impracticable. While the exact number of Class members is unknown to Plaintiffs  
19 at this time, Plaintiffs believe there are thousands of members of the Class,  
20 dispersed throughout the United States. The number of Class members and their  
21 addresses can be ascertained from the books and records of Chase through  
22 discovery.

23 22. Common questions of law and fact exist as to all members of the Class  
24 and predominate over any questions affecting solely any individual members of the  
25 Class.

26 23. Among the questions of fact common to the Class are:

- 27 a) whether Chase violated the TILA;
- 28 b) whether Chase breached its contract with Plaintiffs and the

- 1 other members of the Class;
- 2 c) whether Chase violated the California Bus. & Prof. Code
- 3 Section 17200; and
- 4 d) whether, as a result of Chase's actions, Plaintiffs and the other
- 5 members of the Class suffered damages and the amount thereof.

6 24. Plaintiffs are members of the Class.

7 25. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs

8 have the same interests as the other Class members.

9 26. Plaintiffs will fairly and adequately represent and protect the interests

10 of the Class. Plaintiffs have retained able counsel with extensive experience in

11 consumer fraud and complex class action litigation. The interests of Plaintiffs are

12 coincident with, and not antagonistic to, the interests of the other Class members.

13 27. The questions of law and fact common to the members of the Class

14 predominate over any questions affecting only individual members, including legal

15 and factual issues relating to liability and damages.

16 28. The prosecution of separate actions by individual members of the

17 Class would create a risk of inconsistent or varying adjudications with respect to

18 individual Class members, which would establish incompatible standards of

19 conduct for defendants.

20 29. A class action is superior to other available methods for the fair and

21 efficient adjudication of this controversy. Since the damages suffered by

22 individual members of the Class may be relatively small, the expense and burden of

23 individual litigation make it impossible for the members of the Class individually

24 to redress the wrongs done to them. The Class is readily definable, and prosecution

25 of this action as a class action will eliminate the possibility of repetitious litigation.

26 Plaintiffs will encounter no difficulty in managing this action as a class action.

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28 ///



1 COUNT I

2 VIOLATIONS OF THE TILA

3 30. The allegations contained in each paragraph set forth above in this  
4 Complaint are realleged and incorporated by reference as if fully set forth herein.

5 31. The purpose of the Truth in Lending Act of 1968, as amended, 15  
6 U.S.C. 1601-1666j and Regulation Z, 12 CFR part 226 ("TILA" and "Regulation  
7 Z") is "to assure a meaningful disclosure of credit terms so that the consumer will  
8 be able to compare more readily the various credit terms available to him and avoid  
9 the uninformed use of credit, and to protect the consumer against inaccurate and  
10 unfair credit billing and credit card practices." 15 U.S.C. §1601(a); 12 C.F.R.  
11 226.1(b).

12 32. TILA defines "finance charge" as all fees paid either directly or  
13 indirectly by the person to whom the credit is extended, incident to the extension of  
14 the credit.

15 33. The accurate disclosure of the finance charge in the TILA Initial  
16 Disclosure Statement is critical to the consumer's ability to comparison-shop for  
17 credit. Indeed, it is the finance charge, together with the annual percentage rate,  
18 that reveals the actual cost of the credit to the consumer.

19 34. TILA requires creditors to disclose all finance charges in the TILA  
20 Initial Disclosure Statement in a single, integrated document. 12 C.F.R. § 226.6.

21 35. Chase failed to disclose the \$10 monthly service charge in the Terms  
22 of Offer.

23 36. 12 C.F.R. § 226.6(a)(4) mandates that in addition to disclosing the  
24 finance charge, the creditor must provide the consumer "an explanation of how the  
25 amount of any finance charge will be determined, including a description of how  
26 any finance charge other than the periodic rate will be determined." Chase has  
27 failed to explain how the amount of the \$10 monthly service charge has been  
28 determined.

1 37. Chase's failure to disclose the \$10 monthly service fee in accordance  
2 with TILA demonstrates a clear and consistent pattern of practice, gross negligence  
3 and/or a willful violation of TILA intended to mislead consumers. As a result,  
4 Chase is required to reimburse the affected consumers under 15 U.S.C. §  
5 1607(e)(1).

6  
7 **COUNT II**

8 **BREACH OF CONTRACT**

9 38. The allegations contained in each paragraph set forth above in this  
10 Complaint are realleged and incorporated by reference as if fully set forth herein.

11 39. During the past several years, Chase has made uniform, written offers  
12 to Chase credit card holders in good standing to use Chase Balance Transfer  
13 Checks to transfer existing balances to their Chase credit cards and receive a low,  
14 fixed APR for the life of the balance. The Chase "Terms of Offer" are, in sum and  
15 substance, as follows:

- 16 ● Potential savings shown in the chart are based on 12- month  
17 comparison of the reduced Chase interest rate(s) versus the  
18 representative interest rate(s) shown, with minimum payments applied  
monthly. Other balances on your Account are not subject to the same  
savings or the same APR. Your actual savings may vary.
- 19 ● If you accept our offer and a Balance Transfer Check or other Balance  
20 Transfer Transaction from this offer posts to your Account by the final  
posting date in the letter, your nominal ANNUAL PERCENTAGE  
21 RATE for the Balance Transfer Transactions from this offer will be  
3.99%<sup>1</sup> (corresponding daily periodic rate of 0.01093%) until your  
22 balance is paid in full. The terms of your Cardmember Agreement  
relating to Balance Transfers apply to Balance Transfer Transaction(s)  
23 from this offer.
- 24 ● You will be charged a Balance transfer Transaction Fee FINANCE  
25 CHARGE of 2% (\$50 maximum) of the amount of each Balance  
Transfer Transaction from this offer.
- 26 ● The special benefits of this offer apply to Balance Transfer  
27 Transaction(s) from this offer only. Any promotional rate may change  
to the regular Preferred Pricing purchase APR if any minimum  
28 payment on your Account was not made by the payment due date or if

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<sup>1</sup> The low APR offered by Chase in the Terms of Offer for the Balance Transfer Checks ranged from 2.99% to 4.99% for the life of the balance.

1 your Account was closed for any reason. Any promotional rate or  
2 regular Preferred Pricing purchase APR may change to your  
3 Non-Preferred APR if any minimum payment on any loan or account  
4 of yours with us or your other creditors was not made by the payment  
5 due date, your Account was over limit or any payment on your  
6 Account was returned unpaid. All rate changes are effective as of  
7 your last Statement Closing Date.

- 8 ● Payments will be applied by us, in our sole discretion, to promotional  
9 rate balances (like reduced rate Balance Transfers or other reduced  
10 rate offers) before regular rate balances. If you pay any disputed  
11 amounts you may lose your right to dispute them. Balance Transfer  
12 Transactions do not earn rewards or rebates if applicable. This offer is  
13 not valid if your Account has been converted to any other product  
14 type, such as to or from a Chase "co-brand" or other "rewards"  
15 account. Other offers from Chase may supersede this offer.

16 40. Plaintiffs and the other members of the Class accepted and agreed to  
17 the Chase "Terms of Offer" when they used the Chase Balance Transfer Checks.

18 41. A contract between (a) Plaintiffs and the other members of the Class,  
19 and (b) Chase, arose when Plaintiffs and the other members of the Class used the  
20 Chase Balance Transfer Checks to transfer balances to their Chase credit cards  
21 pursuant to the "Terms of Offer."

22 42. Nowhere in the Terms of Offer or in the Chase Cardmember  
23 Agreement relating to Balance Transfers does Chase disclose that it will charge  
24 customers who use the Chase Balance Transfer Checks a \$10 monthly service fee  
25 in order to maintain the low, fixed APR for the life of the balance.

26 43. Commencing in or around January 2009, Chase breached the contract  
27 by charging Plaintiffs and the other members of the Class the \$10 monthly service  
28 fee.

44. As a result of Chase's breach of contract, Plaintiffs and the other  
members of the Class have been damaged in an amount to be determined at trial.

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1 COUNT III

2 UNFAIR COMPETITION

3 (VIOLATION OF BUS. & PROF. CODE SECTION 17200)

4 45. The allegations contained in each paragraph set forth above in this  
5 Complaint are realleged and incorporated by reference as if fully set forth herein.

6 46. Plaintiff Macy brings this cause of action on behalf of himself and on  
7 behalf of all others similarly situated, and in his capacity as private attorney  
8 general.

9 47. Chase has engaged in unfair, unlawful and fraudulent business acts  
10 and practices as set forth above. The unfair, unlawful and fraudulent business acts  
11 and practices of Chase set forth above occurred, in substantial part, in California.

12 48. Beginning at a date unknown, and continuing to the present, Chase has  
13 engaged in, is engaged in, and proposes to engage in unfair competition, as that  
14 term is defined in Business and Professions Code § 17200.

15 49. As used in this Complaint and in § 17200, "unfair competition" means  
16 "any unlawful, unfair or fraudulent business act or practice, and unfair, deceptive,  
17 untrue or misleading advertising, and any act prohibited by" California's False  
18 Advertising Law ("FAL"), §§ 17500-17509, which in turn, renders it unlawful to  
19 "induce the public to enter into any obligation" based on a statement that is "untrue  
20 or misleading, and which is known, or which by the exercise of reasonable care  
21 should be known, to be untrue or misleading." This conduct is actionable pursuant  
22 to Business and Professions Code §§ 17200, 17203.

23 50. In engaging in conduct which constitutes unfair competition, Chase  
24 has acquired money or property from members of the general public. It is  
25 impossible for Plaintiffs to determine the exact amount of money that Chase has  
26 obtained without a detailed review of Chase's books and records.

27 51. Chase has engaged in, is engaged in, and proposes to engage in  
28 unlawful, unfair, and fraudulent business acts and practices which constitute Unfair  
Competition by: (a) failing to disclose the \$10 monthly service charge in the

1  
2 standard written solicitations for the Chase Balance Transfer Checks and Terms of  
3 Offer; (b) promising in no uncertain terms a low fixed APR of 2.99%, 3.99% and  
4 4.99% in the standard written solicitations for the Balance Transfer Checks, when  
5 in fact, Chase knew, or reasonably should have known, and failed to disclose, that  
6 it would force a higher 7.99% APR on customers with existing balances who were  
7 unable to pay the \$10 monthly service fee and/or the more than double minimum  
8 monthly payment (from 2% to 5%) on the outstanding balance; and (c) by using the  
9 threat of the \$10 monthly service fee and the increased minimum monthly payment  
10 to compel its customers to agree to the 7.99% APR. For these reasons, Chase has  
11 engaged in an unlawful business act and/or practice pursuant to Business and  
12 Professions Code §§ 17200 *et seq.*

13         52. Members of the public were and are likely to be misled by Chase's  
14 conduct, including Chase's representations regarding the actual price of credit,  
15 when the true facts which Chase has concealed show otherwise. Chase's conduct  
16 therefore constitutes a fraudulent business act and/or practice pursuant to Business  
17 and Professions Code §§ 17200, *et seq.*

18         53. Pursuant to Business and Professions Code § 17203, the Court may  
19 impose injunctive relief against any conduct found to constitute unfair competition  
20 pursuant to Business and Professions Code § 17200. The Court may also make  
21 such orders or judgments, including the appointment of a receiver, as may be  
22 necessary to prevent the use or employment by any person of any practice which  
23 constitutes unfair competition, or as may be necessary to restore to any person in  
24 interest any money or property, real or personal, which may have been acquired by  
25 means of such unfair competition.

26         54. By engaging in the above-described acts and practices, Chase has  
27 committed, and continues to commit, one or more acts of unfair competition within  
28 the meaning of Business and Professions Code Section 17200. *et seq.*

1 55. Plaintiff Macy, on behalf of himself and others similarly situated,  
2 seeks restitution and all other relief allowed under Section 17200, *et seq.*

3 WHEREFORE, Plaintiffs, on behalf of themselves individually and on  
4 behalf of the Class, pray for judgment, as follows:

5 (a) Declaring this action to be a proper class action and certifying  
6 Plaintiffs as representatives of the Class under Rule 23 of the Federal Rules of  
7 Civil Procedure:

8 (b) Granting injunctive relief to stop the deceptive and unlawful practices  
9 of Chase as alleged herein:

10 (c) Awarding Plaintiffs and the Class damages;

11 (d) Awarding Plaintiffs costs and disbursements incurred in connection  
12 with this action, including reasonable attorneys' fees, and reimbursement of all  
13 reasonable expenses incurred in prosecuting this action; and

14 (e) Granting pre-judgment interest and such other and further relief as the  
15 Court may deem just and proper.


16 **JURY TRIAL DEMANDED**

17 Plaintiffs hereby demand a trial by jury.

18 KIESEL BOUCHER LARSON LLP

19 DATED: January 28, 2009

20  
21 By:

  
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