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16 **IN THE UNITED STATES DISTRICT COURT**

17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

18 HAYLEY HICKCOX-HUFFMAN,
19 on behalf of herself and all others
20 similarly situated

21 Plaintiff,

22 vs.

23 US AIRWAYS, INC., US AIRWAYS
24 GROUP, INC., and DOES 1 through
25 10, inclusive.

26 Defendants.

Case No.: CV10-05193 HRL

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Breach of Self-Imposed Undertaking
2. Breach of Contract (Express)
3. Breach of Contract (Implied)
4. Breach of Contract (Federal Law)
5. Breach of the Implied Covenant of Good Faith and Fair Dealing
6. Unjust Enrichment
7. Intentional Misrepresentation
8. Negligent Misrepresentation

JURY DEMAND

Complaint Filed: November 16, 2010

1 6. Defendant US Airways Group, Inc. (“USAGI”) is, and at all times
2 relevant hereto was, a Delaware corporation, with its principal place of business
3 located in Tempe, Arizona. USAGI conducts business as “US Airways,” “US
4 Airways Express,” and “US Airways Shuttle.”

5 7. US Airways, Inc. (“USAI”) is, and at all times relevant hereto was, a
6 Delaware corporation with its principal place of business located in Tempe,
7 Arizona. USAI conducts business as “US Airways” as “US Airways Express,” and
8 “US Airways Shuttle.” USAI is an “operating unit” of USAGI. The Baggage Fee
9 policy promulgated and implemented by USAGI is uniformly applicable across all
10 US Airways flights, including USAI, US Airways Express and US Airways Shuttle
11 and is applicable to all USAIG subsidiaries and joint venture partners. Defendants
12 USAIG and USAI are collectively referred to herein in the singular as “US
13 Airways” or Defendant.

14 8. Plaintiff Huffman is unaware of the true names, identities and
15 capacities of the Defendants sued herein as DOES 1 through 10. Plaintiff Huffman
16 will amend this Complaint to allege the true names and capacities of DOES 1
17 through 10 when ascertained. Plaintiff Huffman is informed and believes, and
18 thereupon alleges, that each of the Defendants sued herein as a DOE is legally
19 responsible in some manner for the events and happenings set forth herein, and has
20 proximately caused injuries and damages to Plaintiff Huffman and the Class and
21 Subclass as set forth below.

22 9. Whenever, in this Complaint, reference is made to any act, deed or
23 conduct of Defendant, the allegation means that Defendant engaged in the act,
24 deed or conduct by or through one or more of its officers, directors, agents,
25 employees or representatives who was actively engaged in the management,
26 direction, control or transaction of the ordinary business and affairs of Defendant.

27
28

IV. FACTUAL BACKGROUND

10. Defendant is a major commercial airline based in Tempe, Arizona. Defendant is one of the top ten domestic airlines. Defendant employs over 30,000 people worldwide and operates over 3,000 daily flights.

11. Commencing on or about July 9, 2008, Defendant began charging passengers \$15 to \$115 for their first checked bag, \$25 to \$125 for the second checked bag and \$100 to \$200 each for the third through ninth checked bags. On July 9, 2009, Defendant began charging passengers \$20 to \$120 for their first checked bag, \$30 to \$130 for their second checked bag, and \$100 to \$200 each for their third through ninth checked bags. Presently Defendant charges passengers \$25 to \$125 for their first checked bag, \$35 to \$135 for their second checked bag and \$100 to \$200 each for their third through ninth checked bags. (Prior to July 9, 2008, Defendant did not charge a fee, provided certain weight and size requirements were met, for the first two checked bags.) Collectively, these charges are referred as the “baggage fee.”)

12. When Defendant charged these fees for baggage, it incurred the obligation to handle such baggage with care and ensure the timely delivery of the baggage to its passengers upon their arrival at their destination. Each time Defendant delays or loses baggage, but fails to return the baggage fee to the affected passenger, it breaches this obligation. Defendant is not entitled to retain baggage fees collected from passengers whose bags have been delayed or lost while in the care of Defendant.

13. Defendant charged a baggage fee to its passengers in addition to the amount already charged to them for their purchase of airline tickets. Defendant undertook to create a baggage fee, set the amount of the baggage fee, and required its passengers to pay the baggage fee. The undertaking was self-imposed by Defendant. In a transaction separate and apart from the purchase of airline tickets by passengers, Defendant charges passengers a baggage service fee. The price paid

1 by passengers, including Plaintiff Huffman, for their airline tickets from Defendant
2 did not include the baggage fee. Upon acceptance of the baggage fee and baggage,
3 Defendant incurred the obligation to deliver their bags timely their upon their
4 arrival at their destination. Defendant expressly agreed to undertake, impose on
5 itself, and assent to the obligations arising from payment of the baggage fee.
6 Defendant has breached and continues to breach this obligation by delaying or
7 losing bags; but in each such instance, Defendant has kept and continues to keep
8 the baggage fees paid by passengers whose bags they have delayed or lost.

9 14. On or about May 2, 2009, Plaintiff Huffman purchased a one-way
10 airline ticket on US Airways to travel from Colorado Springs, Colorado to San
11 Luis Obispo, California. While at the airport in Colorado Springs, Plaintiff
12 Huffman checked one bag with the US Airways agent and paid the \$15 baggage
13 fee charged by Defendant. Attached hereto as Exhibit “A” is a true and correct
14 copy of Plaintiff Huffman’s baggage receipt, confirming payment of the \$15
15 baggage fee to Defendant in cash.

16 15. Plaintiff Huffman boarded her flight. However, when she arrived at
17 her destination, her bag was not there. When she notified Defendant that her bag
18 had been delayed or lost, after memorializing her report, representatives of US
19 Airways told her that they could not locate her bag. Plaintiff Huffman’s bag
20 remained “lost” until the following day, and was consequently delivered late.

21 16. Despite Plaintiff Huffman having paid Defendant \$15 for the safe and
22 timely delivery of her bag to her destination, Defendant lost her bag and did not
23 return her baggage fee.

24 25 **V. CLASS ACTION ALLEGATIONS**

26 17. Plaintiff Huffman brings this action, on behalf of herself and all others
27 similarly situated, as a class action pursuant to Rule 23 of the Federal Rules of
28 Civil Procedure. The class that Plaintiff Huffman seeks to represent is defined as:

1 All US Airways passengers traveling domestic flights who were charged and paid
2 a baggage fee or fees, and whose bags were delayed or lost, and who upon
3 notifying Defendant of the delay or loss did not receive a refund of their baggage
4 fee(s) from US Airways (“the Class”).

5 A. Plaintiff Huffman also seeks to represent a Subclass defined as:
6 All US Airways passengers traveling domestic flights who were subject to the
7 Terms of Transportation in effect for Plaintiff Huffman and who were charged and
8 paid a baggage fee or fees, and whose bags were delayed or lost, and who upon
9 notifying Defendant of the delay or loss did not receive a refund of their baggage
10 fee(s) from US Airways (“the Subclass”).

11 18. This action is brought and properly may be maintained as a class
12 action pursuant to the provisions of F.R.Civ.P. 23(a)(1)-(4) and 23(b)(1), (b)(2) or
13 (b)(3) and satisfies those requirements.

14 19. While the exact number of members of the Class and Subclass are
15 unknown to Plaintiff Huffman at this time and can only be determined by
16 appropriate discovery, membership in the Class and Subclass is ascertainable
17 based upon the billing records maintained by Defendant and by the data submitted
18 to and compiled by the U.S. Department of Transportation.

19 20. At this time, Plaintiff Huffman is informed and believes that the Class
20 and Subclass likely include thousands of members. According to the U.S.
21 Department of Transportation, US Airways mishandled approximately 37,046 bags
22 between March and May 2009, corresponding to the time period when Plaintiff
23 Huffman traveled. This extrapolates to well over 100,000 lost and delayed bags
24 per year. Therefore, the Class and Subclass are sufficiently numerous that joinder
25 of all members of the Class and Subclass in a single action is impracticable under
26 F.R.Civ.P. 23(a)(1), and the resolution of their claims through the procedure of a
27 class action will be of benefit to the parties and the Court. Further, a refund of all
28 fees charged to Class Members (“Class Members” refers to members of both the

1 Class and the Subclass) during the relevant statute of limitations period likely
2 exceeds the jurisdictional requirements of the Class Action Fairness Act of 2005.

3 21. Common questions of law and fact exist as to the members of the
4 Class and Subclass, as required by F.R.Civ.P. 23(a)(2), and predominate over any
5 questions that affect only individual members of the Class within the meaning of
6 F.R.Civ.P. 23(b)(3).

7 22. The common questions of fact and law include, but are not limited to,
8 the following:

9 (a) Whether Defendant breached a self-imposed duty to timely
10 deliver bags;

11 (b) Whether Defendant breached its agreement(s) with passengers
12 who paid baggage fees but had their bags delayed or lost, and did not receive a
13 return of their baggage fees;

14 (c) Whether Defendant was unjustly enriched by retaining the
15 baggage fees paid by passengers whose bags were not delivered to them upon their
16 arrival at their destinations;

17 (d) Whether Defendant was unjustly enriched by retaining the
18 baggage fees paid by passengers whose bags were lost;

19 (e) Whether Defendant negligently or intentionally misrepresented
20 to passengers by failing to inform them that if their bags were not timely delivered,
21 Defendant would not return the baggage fee;

22 (f) Whether Defendant is obligated to return baggage fees charged
23 to Class Members each time they fail to timely deliver baggage to passengers upon
24 their arrival at their destination; and,

25 (g) Whether Defendant is obligated to refund baggage fees charged
26 to Class Members each time they lose their baggage.

27 23. Plaintiff Huffman's claims are typical of the claims of the other
28 members of the Class and Subclass whom she seeks to represent under F.R.Civ.P.

1 23(a)(3) because Plaintiff Huffman and each member of the Class and Subclass
2 were charged a baggage fee by Defendant, had their bags lost or delayed, and did
3 not receive a return of the baggage fee.

4 24. Plaintiff Huffman will fairly and adequately represent and protect the
5 interests of the Class and Subclass as required by F.R.Civ.P. 23(a)(4). Plaintiff
6 Huffman is an adequate representative of the Class and Subclass because she has
7 no interests that are adverse to the interests of the other Class Members. Plaintiff
8 Huffman is committed to the vigorous prosecution of this action and, to that end,
9 Plaintiff Huffman has retained counsel who are competent and experienced in
10 handling class action litigation on behalf of consumers.

11 25. A class action is superior to any other available methods for the fair
12 and efficient adjudication of the claims asserted in this action under F.R.Civ.P.
13 23(b)(3) since:

14 (a) The expense and burden of individual litigation make it
15 economically unfeasible for Class Members to seek redress other than through the
16 procedure of a class action;

17 (b) If separate actions were brought by individual Class Members,
18 the resulting duplicity of lawsuits would cause undue hardship and expense to the
19 Court and the litigants by necessitating multiple trials of similar factual issues; and

20 (c) Absent a class action, Defendant likely would retain the
21 benefits of its wrongdoing, and there would be a failure of justice.

22 26. In the alternative, this action is certifiable under the provisions of
23 F.R.Civ.P. 23(b)(1) and/or 23(b)(2) because:

24 (a) The prosecution of separate actions by individual Class
25 Members would create a risk of inconsistent or varying adjudications with respect
26 to individual Class Members that would establish incompatible standards of
27 conduct for Defendant;

28 ///

1 (b) The prosecution of separate actions by individual Class
2 Members would create a risk of adjudications as to them that would, as a practical
3 matter, be dispositive of the interests of the other class members not parties to the
4 adjudications, or substantially impair or impede their ability to protect their
5 interests; and

6 (c) Defendant has acted or refused to act on grounds generally
7 applicable to the Class and Subclass, thereby making appropriate final injunctive
8 relief or corresponding declaratory relief with respect to the Class or Subclass as a
9 whole and necessitating that any such relief be extended to the Class Members on
10 a mandatory, class wide basis.

11 27. Plaintiff Huffman is aware of no difficulty that will be encountered in
12 the management of this litigation that should preclude its maintenance as a class
13 action.

14 28. The names and addresses of the members of the Class and Subclass
15 are available from Defendant's records. Notice can be provided to the members of
16 the Class and Subclass via first class mail or otherwise using techniques and a
17 form of notice similar to those customarily used in consumer class actions arising
18 under California state law and federal law.

19
20 **FIRST CLAIM FOR RELIEF**

21 **(Breach of Self-Imposed Undertaking)**

22 29. Plaintiff Huffman on behalf of herself and the Class and Subclass,
23 repeats and incorporates herein by reference each and every allegation in
24 paragraphs 1 through 28, inclusive, as though fully set forth herein.

25 30. Defendant created a self-imposed duty to, in exchange for the fees
26 paid by its customers for baggage, timely deliver (and not lose), customers'
27 baggage and to refund baggage fees if it failed to do so. Defendant's self-imposed
28 undertaking is independently evidenced by both its words and its conduct.

1 A. Plaintiffs and Class Members demonstrated their clear intent
2 and understanding that their bags be delivered to them timely upon their arrival by
3 their conduct when they either:

4 (1) arrived with the bags at airport, identified themselves and
5 their flight itinerary to Defendant at the time of check-in (either via a human
6 representative or by way of first an airline check-in Kiosk and then a human
7 representative), and paid a bag fee for transportation of their bag as part of the trip
8 that they were embarking upon; or

9 (2) paid their bag fee at the time that they purchased their
10 ticket online or through a ticket/travel agency, paying the baggage fee at the same
11 time and as part of the same transaction as their payment for their flight, thus
12 linking the times of transportation of their bags to their flights.

13 B. Defendant demonstrated its clear intent and understanding that
14 the bags were to be timely delivered to Plaintiff and the Class Members when it:

15 (1) made the offer to transport their bags at the time that they
16 purchased their tickets or when the passenger arrived at the airport to travel with
17 luggage in hand;

18 (2) accepted their baggage fees;

19 (3) assigned each passenger's bags to the passenger who
20 checked them in and that passenger's itinerary;

21 (4) applied a baggage tag that contained a bar code and
22 license plate linking it with the passenger's flight information including arrival
23 time and destination;

24 (5) had a system, custom and practice, of presenting their
25 passengers with their baggage at the time of their arrival in a baggage pick-up area
26 on a carousel or other specified location, along with the baggage of all others
27 flying that customers' flight;

28 ///

1 (6) implemented a system whereby a passenger could report
2 a bag as being delayed or lost to a representative to document, or in a computerized
3 self-entry system; and/or

4 (7) never informed its passengers that it was not agreeing to
5 deliver their baggage to them when they arrived at their destination.

6 42. Plaintiff Huffman and each member of the Class are parties to these
7 contracts with Defendant that are uniform with respect to the provisions applicable
8 to the claims asserted against Defendant. Plaintiff Huffman and each member of
9 the Subclass are parties to these contracts, which written terms also include the
10 TOT, an express covenant of which is the timely delivery of baggage, and which
11 are uniform with respect to the provisions applicable to the claims asserted against
12 Defendant.

13 43. Plaintiff Huffman and the members of the Class and Subclass have
14 performed all conditions, covenants, and promises required to be performed on
15 their part in accordance with the terms and conditions of the baggage fee contract,
16 except to the extent such performance was excused, released or waived by the
17 actions, conduct or agreement of Defendant.

18 44. Defendant breached its contractual obligations under these contracts
19 and with Plaintiff Huffman and each member of the Class and Subclass by failing
20 to timely deliver their baggage to Plaintiff Huffman and each member of the Class
21 and Subclass upon their arrival at their destinations. In addition, such failure
22 constitutes a failure of consideration.

23 45. As a direct and proximate result of Defendant's failure to timely
24 deliver the baggage, Plaintiff Huffman and each member of the Class are entitled
25 to a return of the consideration that they paid Defendant in the form of their
26 baggage fees.

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1 Subclass are entitled to a return of the consideration that they paid Defendant, in
2 the form of their baggage fees.

3
4 **FIFTH CLAIM FOR RELIEF**

5 **(Breach of the Covenant of Good Faith and Fair Dealing)**

6 51. Plaintiff Huffman on behalf of her self and the Class Members repeats
7 and incorporates herein by reference each and every allegation in 1 paragraphs
8 through 28, and 33 through 45, inclusive, as though fully set forth herein.

9 52. Implied in every contract is the covenant of good faith and fair
10 dealing, which will be enforced if it does not contradict the express rights of the
11 parties. Plaintiffs and Class Members entered into a uniform express contract as
12 alleged in paragraphs 33 through 38 and in the alternative, a uniform express and
13 implied contract as alleged in paragraphs 40 through 45, under either of which
14 Defendant agreed to timely deliver Plaintiff's and the Class Members' bags to
15 them upon their arrival at their destination and otherwise handle their bags with
16 care so as not to lose or delay their bags; this was a material term of the express
17 contract. And, Plaintiff Huffman and the Class Members agreed to pay and did
18 pay a baggage fee to Defendant.

19 53. Here, under the implied covenant, Defendant was obligated to refund
20 the baggage fee if it did not timely deliver Plaintiffs' and Class Members' bags to
21 them upon their arrival at their destination.

22 54. Plaintiff Huffman and the members of the Class and Subclass have
23 performed all conditions, covenants, and promises required to be performed on
24 their part in accordance with the terms and conditions of the baggage fee contract,
25 except to the extent such performance was excused, released or waived by the
26 actions, conduct or agreement of Defendant.

27 55. By failing to refund the baggage service fee, Defendant breached the
28 covenant of good faith and fair dealing under both state and federal common law.

1 unjustly enriched under both state and federal common law.

2 62. As a direct and proximate result of the foregoing, Plaintiff Huffman
3 and each member of the Class are entitled to disgorgement by Defendant of the
4 baggage fees that they paid in an amount to be determined according to proof at
5 trial.

6
7 **SEVENTH CLAIM FOR RELIEF**

8 **(Intentional Misrepresentation)**

9 63. Plaintiff Huffman, on behalf of herself and members of the Class and
10 Subclass repeats and incorporates herein by reference each and every allegation in
11 paragraphs 1 through 31, inclusive, as though fully set forth herein, pleads this
12 Claim in the alternative to the breach of Express Contract Claim, and if that one
13 succeeds will not seek to recover on this Claim.

14 64. At all times herein mentioned, Defendant represented to Plaintiff
15 Huffman and each Class Member that an important fact was true, namely, that it
16 would timely deliver their baggage to them upon their arrival at their destination.
17 This representation was made to Plaintiffs:

18 A. expressly in Defendant's TOT to provide on-time baggage
19 delivery, make prompt refunds, and require the same service by US Airways
20 Express partners and

21 B. impliedly to deliver the baggage to the passenger upon his or
22 her arrival at their destination when it:

23 (1) made the offer to transport their bags at the time that they
24 purchased their tickets or when the passenger arrived at the airport to travel with
25 luggage in hand;

26 (2) accepted their baggage fees;

27 (3) assigned each passenger's bags to the passenger who
28 checked them in and that passenger's itinerary;

1 (4) applied a baggage tag that contained a bar code and
2 license plate linking it with the passenger's flight information including arrival
3 time and destination;

4 (5) had a system, custom and practice, of presenting their
5 passengers with their baggage at the time of their arrival in a baggage pick-up area
6 on a carousel or other specified location, along with the baggage of all others
7 flying that customers' flight;

8 (6) implemented a system whereby a passenger could report
9 a bag as being delayed or lost to a representative to document, or a computerized
10 self-entry system; and

11 (7) never informed them that it was not agreeing to deliver
12 their baggage to them when they arrived at their destination

13 65. The true facts were that not all bags would be delivered timely and
14 that some bags would be lost, and that in either event, upon a Class Member
15 informing Defendant of the delay or loss, Defendant would not refund the baggage
16 fee. These facts were known to Defendant and unknown to Plaintiff and Class
17 Members. Failure to inform the Class Members of the true facts made the
18 representations regarding baggage delivery materially misleading.

19 66. Defendant made these representations to Plaintiffs and Class
20 Members with the intent that they rely upon on them in paying the baggage fees
21 and they did reasonably rely upon them, as evidenced by their payment of the fees.

22 67. Defendant's conduct was a substantial factor in causing Plaintiffs and
23 the Class Members' subsequent harm.

24 68. When Plaintiff and the Class Members paid their baggage fee and
25 Defendant failed to deliver their bags on time but did not refund their baggage
26 fees, they were harmed in the amount of their baggage fees not refunded, to be
27 proven at trial.

28

1 **EIGHTH CLAIM FOR RELIEF**

2 **(Negligent Misrepresentation)**

3 69. Plaintiff Huffman, on behalf of herself and members of the Class and
4 Subclass, repeats and incorporates herein by reference each and every allegation in
5 paragraphs 1 through 31, inclusive, as though fully set forth herein, pleading this
6 Claim in the alternative to the breach of Express Contract Claim, and if successful
7 on that Claim will not seek to recover on this one.

8 70. At all times herein mentioned, Defendant represented to Plaintiff
9 Huffman and each Class Member that an important fact was true, namely, that it
10 would timely deliver their baggage to them upon their arrival at their destination.
11 This representation was made to Plaintiffs:

12 A. expressly in Defendant's TOT to provide on-time baggage
13 delivery, make prompt refunds, and require the same service by US Airways
14 Express partners and

15 B. impliedly to deliver the baggage to the passenger upon his or
16 her arrival at their destination when it:

17 (1) made the offer to transport their bags at the time that they
18 purchased their tickets or when the passenger arrived at the airport to travel with
19 luggage in hand;

20 (2) accepted their baggage fees;

21 (3) assigned each passengers' bags to the passenger who
22 checked them in and that passenger's itinerary;

23 (4) applied a baggage tag that contained a bar code and
24 license plate linking it with the passenger's flight information including arrival
25 time and destination;

26 (5) had a system, custom and practice, of presenting their
27 passengers with their baggage at the time of their arrival in a baggage pick-up area
28 on a carousel or other specified location, along with the baggage of all others

1 flying that customers' flight; and

2 (6) implemented a system whereby a passenger could report
3 a bag as being delayed or lost to a representative to document, or a computerized
4 self-entry system.

5 71. But, the true facts were that not all bags would be delivered timely
6 and some bags would be lost, and that in either event, upon a Class Member
7 informing Defendant of the delay or loss, Defendant would not refund the baggage
8 fee. These facts were known or should have been known to Defendant and were
9 not disclosed to Plaintiffs. This failure to inform made the representations
10 regarding baggage delivery materially misleading. But, even if Defendant believed
11 that the representations were true, Defendant had no reasonable grounds for
12 believing the representations were true when Defendant made them.

13 72. Defendant made its representations to Plaintiffs and Class Members
14 with the intent that they rely upon on them in paying the baggage fees and they did
15 reasonably rely upon them, as evidenced by their payment of the fees.

16 73. Defendant's conduct was a substantial factor in causing Plaintiffs and
17 the Class Members' subsequent harm, which was foreseeable to Defendant.

18 74. When Plaintiff and the Class Members paid their baggage fee and
19 Defendant failed to deliver their bags on time but did not refund their baggage
20 fees, they were harmed in the amount of their baggage fees not refunded, to be
21 proven at trial.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff Huffman, and all others similarly situated, demand
25 judgment against Defendant and pray for:

26 1. A permanent injunction enjoining Defendant, its officers, successors,
27 agents, assigns, and all persons in active concert or participation with it, from
28 retaining any baggage service fee paid by a domestic airline passenger traveling on

1 Defendant's airline when that passenger's baggage has been delayed or lost.

2 2. Order Defendant to make Plaintiff Huffman and each member of the
3 Class whole by immediately refunding all baggage service fees charged for
4 baggage that has been delayed or lost by Defendant.

5 3. Order Defendant to make an accounting of profits and/or expenses
6 saved by their unlawful practices and to provide full restitution to Plaintiff
7 Huffman and each member of the Class.

8 4. Order Defendant to make Plaintiff Huffman and each member of the
9 Class whole by providing appropriate prejudgment and post-judgment interest.

10 5. For costs and attorney's fees, as provided by law.

11 6. For any and all other relief the Court deems necessary, just or
12 appropriate.

13 7. For certification of the proposed Class pursuant to Fed. R. Civ. P. 23.

14 8. For a declaration that Defendant is financially responsible for
15 notifying all Class members about this litigation.

16 9. For leave to amend these pleadings to conform to the evidence
17 adduced during discovery and/or presented at trial.

18
19 Dated this 31st day of January, 2011.

20 **FOLEY BEZEK BEHLE & CURTIS** ^{LLP}
21 **LAW OFFICE OF WILLIAM M. ARON**

22
23 By: /s/ Justin P. Karczag
24 Thomas G. Foley, Jr.
25 Roger N. Behle
26 Justin P. Karczag
27 William M. Aron
28 Attorneys for Plaintiff and the Putative
Classes

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JURY DEMAND

Plaintiff demands a trial by jury of all issues and claims so triable in this action.

Dated this 31st day of January, 2011

FOLEY BEZEK BEHLE & CURTIS ^{LLP}
LAW OFFICE OF WILLIAM M. ARON

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