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9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

11 Julie Ann Morris and The Morris Family QTIP
12 Trust, by and through its trustees, Julie Ann Morris
13 and Teresa Morris Franc,

14 Plaintiffs,

15 vs.

16 ChoicePoint Services, Inc., EquiSearch Services,
17 Inc., Lee Rothman, and Mellon Investor Services,
18 LLC,

19 Defendants.

Case No. C 06-01224 SC

FIRST AMENDED COMPLAINT FOR:

1. Violation of Unclaimed Property Law (CCP § 1500 *et seq.*)
2. Rescission for Illegality (CC § 1670.5)
3. Rescission for Mutual Mistake
4. Rescission for Unilateral Mistake
5. Conversion
6. Elder Financial Abuse (W & I § 15610.30)
7. Fraud
8. Negligent Misrepresentation
9. Violation of Unlawful Competition Law (B & P § 17200 *et seq.*)

20 DEMAND FOR JURY TRIAL

COMPLAINT FILED: January 18, 2006

21 **JURISDICTION**

22 1. Plaintiff Julie Ann Morris (“Morris”) is, and at all times mentioned herein, was a
23 citizen of California. Plaintiff The Morris Family QTIP Trust (“QTIP Trust”) is a testamentary trust
24 created, existing, and administered under the laws of California. Defendant ChoicePoint Services,
25 Inc. (“ChoicePoint”) is a Georgia corporation with its principle place of business in Alpharetta,
26 Georgia. Defendant EquiSearch Services, Inc. (“EquiSearch”) is a Georgia corporation with its
27 principle place of business in White Plains, New York. Defendant Lee Rothman (“Rothman”) is a
28 natural person; plaintiffs believe that Rothman is a citizen of the New York. Defendant Mellon

1 Investor Services, LLC (“Mellon”) is a limited liability corporation with its principle place of
2 business in Ridgefield Park, New Jersey. The jurisdiction of this court over the subject matter of
3 this action is based on 28 USC § 1332. The amount in controversy exceeds, \$75,000, exclusive of
4 interest and costs.

5 **PRELIMINARY ALLEGATIONS**

6 2. At all times mentioned, Morris was a natural person over the age of 18 years. The
7 QTIP Trust is a testamentary trust established under the laws of California. The co-trustees of the
8 QTIP Trust are Morris and Teresa Morris Franc (“Franc”), who bring this action in their
9 representative capacities as co-trustees. Morris also brings this action on her own behalf as an
10 individual and as a beneficiary of the QTIP Trust.

11 3. The true names and capacities of other defendants are unknown, and plaintiffs will
12 amend this complaint to show their true names and capacities when this information is ascertained.
13 Each such other defendant is in some manner responsible for the damages alleged pursuant to each
14 cause of action asserted, either through its own conduct, or vicariously through the conduct of
15 others. All further references in this complaint to any of the named defendants, or to defendants
16 generally, shall include such other defendants.

17 4. At all times mentioned, each defendant was an agent, servant, employee, partner, and
18 joint venturer of each and every other defendant and was acting within the course and scope of this
19 relationship. The conduct of each defendant was authorized and ratified by each and every other
20 defendant.

21 5. This court is the proper court in which to bring this action because plaintiffs
22 sustained injury within its jurisdiction and the events giving rise to this action occurred here.

23 **GENERAL ALLEGATIONS**

24 6. Paragraphs 1 through 5 are incorporated by reference.

25 7. Plaintiff Morris was born on June 20, 1935 and was at least 67 years old at the time
26 of the events alleged in this complaint. Morris is a widow and lives alone in Mill Valley, California;
27 Morris’s husband, James M. Morris, M.D. (“Dr. Morris”), died on March 7, 1993. For many years
28 prior to his death, Dr. Morris conducted a medical practice located at 533 Parnassus Avenue/103U,

1 in San Francisco. Morris and Dr. Morris resided together at the family home at 255 Hillside
2 Avenue, in Mill Valley, and Morris continues to reside there. Morris and Dr. Morris raised four
3 children. During their 35 years of marriage, Dr. Morris attended to the family's finances; Morris did
4 not work outside the home and did not participate in managing or monitoring the family's assets. In
5 or about 1985, Dr. Morris purchased 2,600 shares of Northern Empire Bancshares (hereafter
6 Northern Empire Bancshares shall be referred to as "NEB" and the shares of stock as "the Stock").
7 The Stock was purchased with community property assets of Morris and Dr. Morris and was owned
8 as community property. Morris believes and thereon alleges that the shareholder records of NEB
9 showed the registered owner of the stock as Dr. Morris. Morris believes and thereon alleges that the
10 shareholder records of NEB listed Dr. Morris's medical office as the address of the registered
11 shareholder.

12 8. In late 1992, Dr. Morris became gravely ill. On or about January 19, 1993,
13 approximately six weeks before the death of Dr. Morris, Morris and Dr. Morris created and
14 executed The Morris Family Trust, Dated January 19, 1993. Morris and Dr. Morris were designated
15 co-trustees. On January 21, 1993, Morris and Dr. Morris executed an Assignment whereby they
16 transferred ownership of various assets owned by them to The Morris Family Trust. Included
17 among these assets was ownership of the Stock. On January 22, 1993, Morris and Dr. Morris
18 executed a First Amendment to the Morris Family Trust and a Second Amendment to the Morris
19 Family Trust. These amendments provided for the creation of the QTIP Trust upon the death of
20 either spouse. On March 7, 1993, Dr. Morris died. A probate was commenced in which Morris was
21 named personal representative.

22 9. As a result of the death of Dr. Morris, the QTIP Trust came into existence and The
23 Morris Family Trust terminated. Morris and Franc were, and continue to be, co-trustees of the QTIP
24 Trust. Thereafter, various assets were allocated to the QTIP Trust, including the Stock. Thereafter,
25 the accountants employed by the trusts prepared various accounting and tax documents reflecting
26 these events.

27 10. Plaintiffs believe and thereon allege that NEB continued to maintain the name and
28 business address of Dr. Morris in its shareholders' records.

1 11. Mellon is the transfer agent of, and acts on behalf of, NEB. Plaintiffs believe and
2 thereupon allege that Mellon, on behalf of NEB, became aware that mail sent to the business
3 address of Dr. Morris was returned by the postal service and thereafter contacted ChoicePoint and
4 EquiSearch and informed them it could not locate Dr. Morris, notwithstanding easily accessible
5 public records showing Morris as the surviving spouse of Dr. Morris who continued to reside at the
6 family home in Mill Valley. Plaintiffs believe and thereon allege that Mellon provided ChoicePoint
7 and EquiSearch with the last known name and address of Dr. Morris as well as the number of shares
8 of the Stock owned.

9 12. Rothman was an employee of ChoicePoint and EquiSearch. By letter dated October
10 22, 2002, Morris received an unsolicited letter from Rothman, on behalf of ChoicePoint and
11 EquiSearch, addressed to Morris at the Morris family home in Mill Valley. This letter stated:

12 “Publicly held corporations, mutual funds and financial institutions have assigned us to
13 locate the rightful owners of dormant assets. These clients turn to us after their own best
14 efforts have been unsuccessful. Rather than classify the assets as ‘abandoned property’,
they prefer to have ChoicePoint, as professional locators, find the rightful owners.”

15 This letter further states:

16 “Our research has shown you represent the estate of the above named decedent [Dr.
17 Morris]. We wish to inform you of a dormant asset accruing to that estate. This asset has
had no activity for some time, and therefore we assume that the estate is unaware of its
existence and value.”

18 13. Sometime thereafter, Rothman telephoned Morris and spoke with her. Rothman
19 represented to plaintiff that he had discovered abandoned property which Morris was entitled to
20 recover on behalf of the estate of Dr. Morris. Rothman further told Morris that this property would
21 be lost if Morris did nothing. Morris inquired about the nature and amount of the property but
22 Rothman refused to provide her with any specific information. Since Morris had not actively
23 participated in the management of the couple’s property, Rothman easily led her to believe that Dr.
24 Morris had somehow acquired rights to this lost property which Rothman refused to identify.
25 Rothman told Morris that to recover the property, Morris must sign a fee agreement which paid
26 ChoicePoint 35 percent of the property to be recovered. Morris was uncertain what to do and told
27 Rothman that she would let him know.
28

1 14. By letter of December 6, 2002, Rothman again contacted Morris. This letter states:
2 “It was a pleasure speaking with you regarding the dormant asset to which the above-
3 captioned estate is entitled.”

4 Enclosed with this letter was ChoicePoint’s fee agreement providing that it would be paid 35
5 percent of the asset to be recovered. Morris did not respond to this letter.

6 15. During the summer of 2003, Rothman continued to telephone Morris. By letter dated
7 August 7, 2003, Rothman again encouraged Morris to sign and return ChoicePoint’s fee agreement
8 so that “the recovery process could begin” for the “dormant asset to which you are entitled.”
9 Thereafter, Morris had a number of telephone conversations with Rothman, all initiated by
10 Rothman, in which she attempted to determine whether ChoicePoint conducted a legitimate
11 business and whether ChoicePoint in fact knew of an abandoned asset to which she was entitled.
12 Rothman continued to refuse to provide Morris with any specific information about the asset and
13 continued to represent that the abandoned asset would be lost if Morris did nothing. During these
14 telephone conversations, Morris repeatedly requested additional information, particularly with
15 regard to the nature and value of the asset. In or about September, 2003, and in response to Morris’s
16 failure to sign and return the fee agreement, Rothman told Morris that the abandoned asset was
17 worth “around \$17,000.” Based on Rothman’s representations, and his repeated efforts to persuade
18 her to sign the fee agreement, on September 20, 2003 Morris finally agreed and signed and returned
19 ChoicePoint’s fee agreement. The written agreement prepared by ChoicePoint recites that it is an
20 agreement between ChoicePoint and the Estate of Dr. Morris. The agreement is signed by Rothman
21 on behalf of ChoicePoint; Morris signed the agreement above the line designated “Julie Ann
22 Morris” but without any indication that she was acting in any representative capacity.

23 16. By letter dated October 8, 2003, Rothman wrote to Morris and told her:
24 “I would like to take this opportunity to thank you for signing our Agreement and to
25 explain how our Asset Recovery Program works.

26 “ChoicePoint will do all necessary follow up and pay **ALL FEES** required to complete
27 the recovery of the shares of stock and all holdings in NORTHERN EMPIRE
28 BANCSHARES.”

27 This letter disclosed to Morris for the first time the identity of the asset. At that time, Morris was
28 unaware that the Stock was already owned by the QTIP Trust, of which she is a beneficiary.

1 Thereafter, ChoicePoint prepared various additional documents which it presented to Morris for
2 signature for the purpose of accomplishing the sale of the Stock.

3 17. The Stock was neither abandoned nor dormant and had from time-to-time, declared
4 dividends and had split. Moreover, in September, 2003, the Stock was worth approximately
5 \$340,000, and not “around \$17,000” as represented by Rothman.

6 18. By letter dated March 15, 2004, Rothman informed Morris that all of the Stock had
7 been sold and that the gross proceeds of sale were \$339,286.10. From this amount, ChoicePoint
8 and EquiSearch paid themselves a fee of \$118,240.68 and paid a brokerage fee of \$1,513.24. The
9 balance of \$219,589.83 was then delivered to Morris.

10 19. In early 2005, the accountant of the QTIP Trust became aware of an IRS 1099 from
11 EquiSearch documenting the sale of the Stock. The accountant contacted Morris to learn the
12 circumstances of the sale and the involvement of defendants. Because the Stock was already a part
13 of Morris’s estate plan and was held with a low tax basis, the sale generated a capital gain of
14 \$197,107.18. The accountant determined that it was necessary to recognize a capital gain of
15 \$197,107.18 on the sale, which resulted in the elimination of a tax loss carry-forward in the amount
16 of \$47,897.04.

17 **FIRST CAUSE OF ACTION AGAINST CHOICEPOINT, EQUISEARCH, AND MELLON**
18 **(Violation of Unclaimed Property Law)**

19 20. Paragraphs 1 through 19 are incorporated by reference.

20 21. The Stock, dividends declared thereon, and stock splits were property subject to
21 reporting and delivery to the Controller of the State of California pursuant to CCP § 1500 *et seq.*
22 (“Unclaimed Property Law”). Plaintiffs believe and thereon allege that all conditions necessary for
23 the delivery of this property were satisfied and that therefore the Stock and related property
24 escheated to the Controller by operation of law and should have been delivered to the Controller.
25 Mellon, ChoicePoint, and EquiSearch failed to properly report and deliver this property to the
26 Controller in violation of the Unclaimed Property Law, thus depriving plaintiffs of the protection of
27 the Unclaimed Property Law.

28 22. The agreement of September 20, 2003, is illegal in that it requires plaintiffs to pay

1 ChoicePoint and EquiSearch a fee in excess of the ten percent limitation provided by CCP § 1582.

2 23. As a direct result of defendants' failure to comply with the requirements of the
3 Unclaimed Property Law and the illegality of the agreement, plaintiffs have sustained damages in
4 an amount of not less than \$167,651. Plaintiffs seek rescission of the agreement based on the
5 illegality of the contract, or alternately for damages as alleged herein.

6 **SECOND CAUSE OF ACTION AGAINST CHOICEPOINT AND EQUISEARCH**
7 **(Rescission for Illegality Pursuant to CC § 1670.5)**

8 24. Paragraphs 1 through 23 are incorporated by reference.

9 25. On September 20, 2003, the written agreement whereby ChoicePoint and EquiSearch
10 agreed to recover an unidentified asset belonging to the Estate of Dr. Morris and would be
11 compensated in the amount of 35 percent of the gross value of the asset recovered was executed.

12 26. The contract was unlawful under the circumstances at the time it was made because
13 it was procedurally and substantively unconscionable in violation of Civil Code section 1670.5.

14 27. As a direct result of the unlawful contract, plaintiffs were damaged in that fees of
15 \$119,754 were paid and a tax loss carry-forward of \$47,897.04 was lost.

16 28. Plaintiffs seek rescission of the agreement based on the illegality of the contract.
17 Plaintiffs have no other adequate remedy at law and will suffer irreparable harm if this agreement is
18 not rescinded and if the fees paid are not returned.

19 **THIRD CAUSE OF ACTION AGAINST CHOICEPOINT AND EQUISEARCH**
20 **(Rescission for Mutual Mistake)**

21 29. Paragraphs 1 through 28 are incorporated by reference.

22 30. On September 20, 2003, the written agreement whereby ChoicePoint and EquiSearch
23 agreed to recover an unidentified asset belonging to the Estate of Dr. Morris and would be
24 compensated in the amount of 35 percent of the gross value of the asset recovered was executed.

25 31. Consent to the agreement of September 20, 2003 was not real, mutual, or free in that
26 it was obtained solely through the mutual mistakes as herein alleged.

27 32. The agreement was entered into under material, mutual mistakes of fact in that it was
28 believed that the asset to be recovered belonged to the Estate of Dr. Morris, was abandoned,
dormant, or otherwise lost, that the value of this asset was around \$17,000, and that any interest of

1 plaintiffs in this property would be lost if action were not taken. However, at the time of this
2 agreement, it was unknown that the asset did not belong to the Estate of Dr. Morris, but rather
3 belonged to the QTIP Trust as alleged herein. In any event, plaintiffs stood to lose nothing if no
4 action were taken; conversely, plaintiffs would not benefit from the sale of the Stock, but rather its
5 sale by ChoicePoint and EquiSearch would cost plaintiffs \$167,651, as alleged herein.

6 33. Plaintiffs, ChoicePoint, and EquiSearch entered the agreement of September 20,
7 2003, because of their mistaken belief that the asset to be recovered belonged to the Estate of Dr.
8 Morris, was abandoned, dormant, or otherwise lost, that the value of this asset was around \$17,000,
9 and that any interest of plaintiffs in this property would be lost if action were not taken.

10 34. As a direct result of the mutual mistake of fact of the parties, plaintiffs were
11 damaged in that fees of \$119,754 were paid and a tax loss carry-forward of \$47,897.04 was lost.

12 35. The parties would not have given apparent consent to the agreement of September
13 20, 2003, except for these mistaken beliefs.

14 36. Plaintiffs seek rescission of the agreement as a result of these mutual mistakes of
15 fact. Plaintiffs have no other adequate remedy at law and will suffer irreparable harm if this
16 agreement is not rescinded and if the fees paid are not returned.

17 **FOURTH CAUSE OF ACTION AGAINST CHOICEPOINT AND EQUISEARCH**
18 **(Rescission for Unilateral Mistake)**

19 37. Paragraphs 1 through 36 are incorporated by reference.

20 38. On September 20, 2003, the written agreement whereby ChoicePoint and EquiSearch
21 agreed to recover an unidentified asset belonging to the Estate of Dr. Morris and would be
22 compensated in the amount of 35 percent of the gross value of the asset recovered was executed.

23 39. Consent to the agreement of September 20, 2003 was not real or free in that it was
24 obtained solely through the mistakes as herein alleged.

25 40. The agreement was entered into under material mistakes of fact in that it was
26 believed by plaintiffs that the asset to be recovered belonged to the Estate of Dr. Morris, was
27 abandoned, dormant, or otherwise lost, that the value of this asset was around \$17,000, and that any
28 interest of plaintiffs in this property would be lost if action were not taken. However, at the time of

1 this agreement, it was unknown that the asset did not belong to the Estate of Dr. Morris, was not
2 abandoned, dormant, or otherwise lost, that the value of this asset was not around \$17,000, and that
3 any interest of plaintiffs in this property would not be lost if action were not taken. In any event,
4 plaintiffs stood to lose nothing if no action were taken; conversely, plaintiffs would not benefit from
5 the sale of the Stock, but rather its sale by ChoicePoint and EquiSearch would cost plaintiffs
6 \$167,651, as alleged herein.

7 41. ChoicePoint and EquiSearch were, or should have been aware, that the asset was not
8 abandoned, dormant, or lost. Moreover, ChoicePoint and EquiSearch were, or should have been
9 aware, that the value of the asset was not around \$17,000 and that the Stock would not be lost if
10 action were not taken. ChoicePoint and EquiSearch used plaintiffs' mistake to unfairly take
11 advantage of plaintiffs by obtaining fees of \$119,754 without plaintiffs receiving any value
12 therefore.

13 42. Plaintiffs were induced to enter the agreement of September 20, 2003, because of the
14 mistaken belief that the asset to be recovered belonged to the Estate of Dr. Morris, was abandoned,
15 dormant, or otherwise lost, that the value of this asset was around \$17,000, and that any interest of
16 plaintiffs in this property would be lost if action were not taken.

17 43. As a direct result of these material mistakes of fact, plaintiffs were damaged in that
18 fees of \$119,754 were paid and a tax loss carry-forward of \$47,897.04 was lost.

19 44. Plaintiffs would not have given apparent consent to the agreement of September 20,
20 2003, except for this mistaken belief.

21 45. Plaintiffs seek rescission of the agreement as a result of these material mistakes of
22 fact. Plaintiffs have no other adequate remedy at law and will suffer irreparable harm if this
23 agreement is not rescinded and if the fees paid are not returned.

24 **FIFTH CAUSE OF ACTION AGAINST CHOICEPOINT,**
25 **EQUISEARCH, AND ROTHMAN**
26 **(Conversion)**

27 46. Paragraphs 1 through 45 are incorporated by reference.

28 47. From 1985 until January 21, 1993, the Stock was owned by Morris and Dr. Morris as
community property. On January 21, 1993, Morris and Dr. Morris transferred the Stock to The

1 Morris Family Trust. Effective March 7, 1993, the Stock was allocated to the QTIP Trust. From
2 March 7, 1993 until the sale of the Stock by ChoicePoint, the Stock was owned by the QTIP Trust,
3 which therefore had the right to possess it.

4 48. The QTIP Trust, owner of the Stock, never entered into any agreement with
5 ChoicePoint. By wrongfully obtaining the signatures of Morris on various documents, defendants
6 were able to convert the Stock from the QTIP Trust and deprived it of its rightful ownership and
7 possession of the Stock.

8 49. As a direct and proximate cause of defendants' wrongful conduct, the QTIP Trust
9 has been deprived of its property, namely the Stock, has been deprived of \$119,753.92, and has
10 incurred an adverse tax consequence in the amount of \$47,897.04. Had defendants not converted
11 this property, the QTIP Trust would not have sold the Stock and would not have incurred these
12 losses.

13 50. Defendants' wrongful conduct constituted oppression, fraud, and malice and
14 plaintiffs are entitled to recover damages for the sake of example and by way of punishing
15 defendants pursuant to Civil Code section 3294.

16 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
17 **(Elder Financial Abuse)**

18 51. Paragraphs 1 through 50 are incorporated by reference.

19 52. Defendants made various misrepresentations to plaintiffs, including but not limited
20 to, that the property was abandoned, dormant, would be lost if plaintiffs did not contract with
21 defendants, and that the asset was worth "around \$17,000." As a direct result of these
22 misrepresentations, plaintiffs executed defendants' agreement by which defendants' paid to
23 themselves and others \$119,753.92 and caused plaintiffs to incur an adverse tax consequence in the
24 amount of \$47,897.04. In doing so, defendants took, secreted, appropriated, and retained the
25 property of plaintiffs, an elder, to a wrongful use within the meaning of Welfare & Institutions Code
26 section 15610.30. Defendants engaged in such conduct either directly, or assisted others in such
27 conduct.

28 53. In engaging in such conduct, defendants intended to defraud plaintiffs within the

1 meaning of Welfare & Institutions Code section 15610.30.

2 54. As a direct and proximate cause of defendants' wrongful conduct, plaintiffs have
3 been deprived of property, namely the Stock, have been deprived of \$119,753.92, and have incurred
4 an adverse tax consequence in the amount of \$47,897.04. Had defendants not engaged in this
5 wrongful conduct, the Stock would not have been sold and these losses would not have been
6 incurred.

7 55. In addition to all other remedies provided by law, plaintiffs are entitled to recover
8 reasonable attorney fees and costs for financial abuse pursuant to Welfare & Institutions Code
9 section 15657.5.

10 56. Defendants' conduct constituted oppression, fraud, and malice in the commission of
11 the financial abuse, and plaintiffs are entitled to recover damages for the sake of example and by
12 way of punishing defendants for financial abuse pursuant to Civil Code section 3294.

13 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
14 **(Fraud)**

15 57. Paragraphs 1 through 56 are incorporated by reference.

16 58. The representations which defendants made to plaintiffs regarding the nature and
17 value of the asset were false and misleading.

18 59. The false and misleading statements of defendants were material to plaintiffs'
19 decision to sign the agreement whereby defendants sold the Stock and paid themselves a fee of
20 \$118,240.68 and paid a brokerage fee of \$1,513.24. Plaintiffs justifiably relied on these
21 misrepresentations which resulted in the sale of the Stock.

22 60. Defendants knew that these statements were false and misleading and that plaintiffs
23 would rely upon them to their detriment, and defendants thereby intended to defraud plaintiffs.

24 61. As a direct and proximate result of defendants' wrongful conduct, plaintiffs suffered
25 damages as alleged herein.

26 62. Defendants' conduct constituted oppression, fraud, and malice, and plaintiffs are
27 entitled to recover damages for the sake of example and by way of punishing defendants pursuant to
28 Civil Code section 3294.

1 of plaintiffs; (8) participating in an enterprise which resulted in the elder financial abuse of Morris
2 in violation of Welfare & Institution Code sections 15610.30 and 15657.5; (9) making an illegal
3 contract in violation of Code of Civil Procedure sections 1500 *et seq.* (10) making an
4 unconscionable contract in violation of Civil Code section 1670.5; and (11) participating in an
5 enterprise which accomplished the conversion of plaintiffs' property in violation of Civil Code
6 section 3336.

7 70. As a direct result of defendants unfair, unlawful, or fraudulent acts or practices,
8 plaintiffs sustained injuries in that plaintiffs lost money and property, were deprived of \$119,753.92
9 and have incurred an adverse tax consequence in the amount of \$47,897.04.

10 71. As a further direct result of defendants unfair, unlawful, or fraudulent acts or
11 practices, plaintiffs are entitled to recover the amount of \$167,651.

12 72. Plaintiffs seek injunctive relief against further acts and practices by defendants
13 constituting unfair competition in violation of Business & Professions Code section 17200.

14 **DEMAND FOR JURY TRIAL**

15 73. Plaintiffs hereby demand trial by jury in this action.

16 WHEREFORE, plaintiffs pray for damages against defendants, and each of them, as
17 follows:

- 18 a. For compensatory damages according to proof;
- 19 b. For punitive damages according to proof;
- 20 c. For rescission of the agreement and restitution of all money received by or on behalf
21 of defendants;
- 22 d. For an equitable remedy requiring defendants to pay plaintiffs an amount equal to
23 their damages;
- 24 e. For three times actual damages;
- 25 f. For preliminary and permanent injunctive relief prohibiting defendants from
26 engaging in further acts of unfair competition;
- 27 g. For attorney's fees, court costs, and litigation expenses according to proof; and
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h. For such further relief as the court may deem just.

Dated: _____

Steven Riess
Attorney for plaintiffs

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