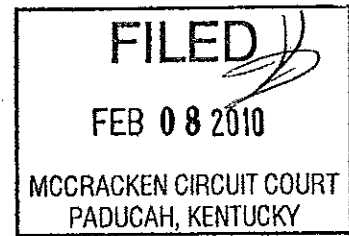


COMMONWEALTH OF KENTUCKY  
McCRACKEN CIRCUIT COURT  
DIVISION I  
CASE NO. 10-CE-132



BRITTANY DIXON,  
JENNIFER DUNCAN,  
PATRICIA TABER,  
MARTHA ELIZABETH WATHEN-COLLIER,  
MONICA SYKES, and  
CANDICE WILLIAMS

PLAINTIFFS

v.

COMPLAINT

DAYMAR COLLEGES GROUP, LLC  
2401 New Hartford Road  
Owensboro, KY 42303

SERVE: Mark A. Gabis, President and Registered Agent  
2401 New Hartford Road  
Owensboro, KY 42303

DAYMAR LEARNING OF PADUCAH, INC.  
2401 New Hartford Road  
Owensboro, KY 42303

SERVE: Mark A. Gabis, President and Registered Agent  
2401 New Hartford Road  
Owensboro, KY 42303

DAYMAR LEARNING OF OHIO, INC.  
2401 New Hartford Road  
Owensboro, KY 42303

SERVE: Mark A. Gabis, President and Registered Agent  
2401 New Hartford Road  
Owensboro, KY 42303

MARK A. GABIS  
2401 New Hartford Road  
Owensboro, KY 42303

DAYMAR LEARNING, INC.  
2401 New Hartford Road  
Owensboro, KY 42303

SERVE: Mark A. Gabis, President and Registered Agent  
2401 New Hartford Road  
Owensboro, KY 42303

and

UNKNOWN DEFENDANTS

DEFENDANTS

\* \* \* \*

Come the Plaintiffs, by counsel, and for their Complaint against the Defendants,  
state as follows:

**PARTIES**

1. Plaintiff, Brittany Dixon, is and was at all material times a resident of Paducah, McCracken County, Kentucky. Plaintiff Dixon attends Daymar College in Paducah and was damaged hereby. Plaintiff sues on behalf of herself and all others similarly situated.

2. Plaintiff, Jennifer Duncan, is and was at all material times a resident of Paducah, McCracken County, Kentucky residing at 753 North 26<sup>th</sup> Street. Plaintiff Duncan attended Daymar College in Paducah and was damaged hereby. Plaintiff sues on behalf of herself and all others similarly situated.

3. Plaintiff, Patricia Taber, is and was at all material times a resident of Paducah, McCracken County, Kentucky. Plaintiff Taber attended Daymar College in Paducah and was damaged hereby. Plaintiff sues on behalf of herself and others similarly situated.

4. Plaintiff, Martha Elizabeth Wathen-Collier, is and was at all material times a resident of Paducah, McCracken County, Kentucky. Plaintiff Wathen-Collier attended Daymar College in Paducah and was damaged hereby. Plaintiff sues on behalf of herself and others similarly situated.

5. Plaintiff, Monica Sykes, is and was at all material times a resident of Paducah, McCracken County, Kentucky. Plaintiff Sykes attended Daymar College in Paducah and was damaged hereby. Plaintiff sues on behalf of herself and others similarly situated.

6. Plaintiff, Candice Williams, is and was at all material times a resident of Paducah, McCracken County, Kentucky. Plaintiff Williams attended Daymar College in Paducah and was damaged hereby. Plaintiff sues on behalf of herself and others similarly situated.

7. Defendant, Daymar Colleges Group, LLC is a Kentucky corporation with its principal office at 2401 New Hartford Road, Owensboro, KY 42303. Based on information and belief, Daymar Colleges Group, LLC is in the business of operating colleges throughout Kentucky, Indiana and Ohio offering various levels of higher education degrees.

8. Daymar Learning of Paducah, Inc. is a Kentucky corporation engaged in the business of operating colleges providing various levels of higher education degrees in the Commonwealth of Kentucky.

9. Daymar Learning of Ohio, Inc. is a Kentucky corporation engaged in the business of operating colleges providing various levels of higher education degrees through various institutions in the State of Ohio.

10. Daymar Learning, Inc. is a Kentucky corporation engaged in the business of operating colleges providing various levels of higher education degrees through various institutions in the State of Kentucky.

11. Defendant, Mark A. Gabis, is the president and principal shareholder and/or member of a multitude of companies operated under the Daymar College label engaged in the offering of a variety of higher education degrees to students in Kentucky, Indiana, Ohio and Tennessee. Mark A. Gabis is a resident of the Commonwealth of Kentucky residing in Owensboro, Kentucky and in his various Daymar operations maintains their principal offices in Owensboro, Kentucky.

#### FACTS

12. Each of the Plaintiffs will be representative of a class of people who have been injured by the Defendants (all Defendants, including Mark Gabis, will be collectively referred to as "Daymar") in the following manner:

- a. Induced to attend Daymar by promises of full transferability of credits and degrees to other institutions of higher learning, only to discover this not to be true;
- b. Induced to attend Daymar by promises of career placement in the students' fields of study, only to discover this not to be true; and
- c. Deceived into buying all schoolbooks and materials directly from Daymar's bookstores at greatly inflated prices and were denied the option to use student loans to shop for less expensive books and materials.

13. All Defendants, including Mark Gabis, willfully conspired to induce Plaintiffs and others similarly situated to attend Daymar College knowing they could not deliver on the promises and representations made to the Plaintiffs.

14. Plaintiff Dixon enrolled at Daymar College in Paducah, KY in May of 2008 after representations were made to her that she could earn an Associates of Science degree in Paralegal Studies

15. Plaintiff Dixon was induced to enroll at Daymar College by promises that any credits she earned would transfer to other institutions of higher learning when in fact, they would not. Upon attempting to transfer her credits, Plaintiff Dixon was informed by numerous colleges and universities that they would not accept Daymar credits.

16. Plaintiff Dixon was also told that Daymar's Career Services would place her in a job in her field of study upon graduation. According to Daymar's website, it is "the goal of Daymar Colleges Career Services Staff to see that all graduates secure meaningful employment in their fields of study...." Upon information and belief, very few Daymar graduates find employment in their fields of study, and those who do, do so without the assistance of Daymar's Career Services.

17. Further, Plaintiff Dixon was charged fees for room and board as well as transportation when she lived in her own home and arranged her own transportation to and from Daymar College.

18. Daymar College deceived Plaintiff Dixon into buying all textbooks and school-related materials directly from its bookstore at inflated rates rather than allowing her to buy from other, less expensive, retailers.

19. Because of Daymar's actions towards Plaintiff Dixon, she has acquired significant educational debt.

20. Plaintiff, Jennifer Duncan, enrolled at Daymar College in Paducah, KY in 2007 and graduated with an Associates Degree in Pharmacy Technology in 2009.

21. Plaintiff Duncan was induced to enroll at Daymar College by promises that any credits she earned would transfer to other institutions of higher learning when in fact, they would not. Upon attempting to transfer her credits, she was informed by numerous colleges and universities that they would not accept Daymar credits.

22. Additionally, Plaintiff Duncan received instruction from highly unqualified faculty at Daymar, who taught obsolete techniques and theories on outdated equipment.

23. Plaintiff Duncan was also told that Daymar's Career Services would help her find a job in her field of study upon graduation. Since 2008, Duncan has been employed as a cook and has not received any assistance from Daymar in finding a job in her field of study, pharmacy technology.

24. Because of Daymar's actions towards Plaintiff Duncan, she has acquired significant educational debt.

25. Plaintiff, Patricia Taber, enrolled at Daymar College in Paducah, KY in May 2008 and worked towards an Associate of Science Degree in Paralegal Studies. She withdrew from Daymar in November 2009 before completing her degree.

26. Plaintiff Taber was induced to enroll at Daymar College by promises that any credits she earned would transfer to other institutions of higher learning when in fact,

they would not. Upon attempting to transfer her credits, she was informed by numerous colleges and universities that they would not accept Daymar credits.

27. Among the many promises made to Plaintiff Taber by Daymar representatives was that Daymar's Career Services department would place her in a paralegal position where her income would easily double or triple.

28. Plaintiff Taber received instruction from highly unqualified faculty at Daymar, who taught obsolete techniques and theories on outdated equipment. She learned that nearly all students received high grades, regardless of the quality of their coursework.

29. Because of Daymar's actions towards Plaintiff Taber, she has acquired significant educational debt.

30. Plaintiff Wathen-Collier enrolled at Daymar College in Paducah, KY in January 2007 and is currently five (5) credits short of graduating with a degree in Criminal Justice.

31. Plaintiff Wathen-Collier was induced to enroll at Daymar College by promises that any credits she earned would transfer to other institutions of higher learning when in fact, they would not. Upon attempting to transfer her credits, she was informed by numerous colleges and universities that they would not accept Daymar credits.

32. Additionally, Plaintiff Wathen-Collier was told by Daymar employees that 95% of students were placed in a job in their fields of study, yet she was required to find her own internship, which was required for a class, and received no assistance in locating a job in her field of study.

33. Plaintiff Wathen-Collier received instruction from highly unqualified faculty at Daymar, who taught obsolete techniques and theories on outdated equipment. Many of the teachers did not have college educations and had little or no knowledge of the subject-matter.

34. Because of Daymar's actions towards Plaintiff Wathen-Collier, she has acquired significant educational debt.

35. Plaintiff, Monica Sykes, enrolled at Daymar College in Paducah, KY in 2007 and graduated with an Associates Degree in Medical Assisting – Clinical Track in 2009.

36. Plaintiff Sykes was induced to enroll at Daymar College by promises that any credits she earned would transfer to other institutions of higher learning when in fact, they would not. Upon attempting to transfer her credits, she was informed by numerous colleges and universities that they would not accept Daymar credits.

37. Plaintiff Sykes received instruction from highly unqualified faculty at Daymar, who taught obsolete techniques and theories on outdated equipment. She learned that nearly all students received high grades, regardless of the quality of their coursework.

38. Plaintiff Sykes was also told that Daymar's Career Services would help her find a job in her field of study upon graduation. To date, Daymar Career Services has done nothing to place her in a job and she continues to work in the same job she held before enrolling at Daymar.

39. Because of Daymar's actions towards Plaintiff Sykes, she has acquired significant educational debt.

40. Plaintiff Williams enrolled at Daymar College in Paducah, KY in September 2007 and worked towards an Associates of Science degree in Medical Assisting. She withdrew from Daymar in November 2008.

41. Plaintiff Williams was induced to enroll at Daymar College by promises that any credits she earned would transfer to other institutions of higher learning when in fact, they would not. Upon attempting to transfer her credits, she was informed by numerous colleges and universities that they would not accept Daymar credits.

42. Plaintiff Williams received instruction from highly unqualified faculty at Daymar, who taught obsolete techniques and theories on outdated equipment. Many of the teachers did not have college educations and had little or no knowledge of the subject-matter. Plaintiff Williams and other students were given the answers to tests by the instructors so that everyone passed.

43. Plaintiff Williams was told that she would be placed in a job in her field of study, which was not true.

44. Because of Daymar's actions towards Plaintiff Williams, she has acquired significant educational debt.

45. Plaintiffs have all been students of Daymar College in Paducah, Kentucky. Each of them was induced to become a student at Daymar College by media advertising and direct solicitation by employees and representatives of Daymar.

46. Plaintiffs were specifically induced to attend Daymar College by the promise that they would be receiving associate degrees that, once completed, would allow them to transfer their credits to a university and pursue a bachelor's degree in

science. Plaintiffs were promised that any credits they earned at Daymar were fully transferrable to other institutions of higher learning.

47. Despite these inducements and representations by Daymar, its agents, servants, representatives, and employees, the degrees provided to each of the Plaintiffs and the credits earned by the Plaintiffs do not transfer to the vast majority of universities and colleges throughout the United States. Plaintiffs did not discover this until after having enrolled in Daymar and paid tuition.

48. In addition to the inducements given to the Plaintiffs for enrollment in Daymar College, Daymar assisted each of them in securing various types of loans to pay for their tuition. In each case, Plaintiffs became indebted to the extent of thousands of dollars in order to receive the degrees that were fraudulently induced and for which they could not transfer. In each case, the Plaintiffs were unable to use the degrees for any useful professional or business purpose, leaving them in debt and having wasted both significant amounts of money, resources and time, all to their detriment. Furthermore, Plaintiffs were promised placement in careers related to their fields of study, which did not occur.

#### **CLASS ACTION ALLEGATIONS**

49. Plaintiffs bring this action on behalf of themselves and as representatives of a proposed Plaintiff class. The proposed Plaintiff class, which Plaintiffs seek to represent, are current and prior attendees of the various Daymar Colleges (the "Class"). The Class is composed of present and former students of Daymar who have been fraudulently solicited to attend Daymar educational institutions with the promise of receiving degrees transferrable to the vast majority of institutions of higher learning, and

for whom these representations were both false and the degrees and credits non-transferrable.

50. Further, Plaintiffs seek to represent a class of those individuals who secured loans to pay for degrees fraudulently solicited by Daymar, and these degrees, although promised by Daymar, were not transferrable to the vast majority of other institutions of higher learning and had little or no value for the purposes to which Daymar induced or promised to the Plaintiffs.

51. Further, Plaintiffs seek to represent a class of those individuals who were promised jobs in their field of study following graduation from Daymar, but who received no such jobs and received no assistance from Daymar in finding employment in their field of study.

52. Plaintiffs represent a class that is so numerous that joinder of all members is impractical. While the exact number of Class members is unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs are informed and believe, and on that basis allege, that thousands of persons are members of the Class through numerous Daymar Colleges in Kentucky, Indiana and Ohio.

53. There are questions of law or fact common to the Class, the claims or defenses of the Defendants herein are typical of the claims or defenses of the Class, and the representative parties will fairly and adequately protect the interests of the class.

54. The prosecution of separate actions by or against individual members of the class will create a risk of inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class.

55. Adjudication with respect to individual members of the class which would, as a practical matter, be dispositive of the interest of the other members not party to the adjudication or substantially impair their ability to protect their interest.

56. The Defendants who may oppose the class have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

57. The questions of law or fact common to members of the class predominate over any questions affecting any other individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy alleged herein.

58. In addition to the foregoing allegations regarding formation of the class, all counsel representing the class members herein have had extensive litigation experience. Mark Bryant, of the Bryant Law Center, one of the proposed class counsel, is a practicing attorney in the City of Paducah, Kentucky for approximately 37 years and a former Commonwealth Attorney for McCracken County. He has served as class counsel in several class actions in recent years. Kenneth L. Sales, of Sales, Tillman, Wallbaum, Catlett & Satterley, PLLC, has been practicing approximately 34 years in the Commonwealth of Kentucky and many state and federal courts throughout the country. In addition, Mr. Sales has been involved in numerous class actions and has been designated as class counsel in many class actions throughout his career. All counsel are well capable of handling both the legal and factual issues here and in properly protecting the interests of the class in a manner contemplated by the civil rules.

## **CLAIMS FOR RELIEF**

59. This is an act brought by the Plaintiffs and those similarly situated for declaratory, injunctive, compensatory, and punitive damages based upon the aforesaid wrongful actions of the Defendants herein.

### **COUNT I** **DECLARATORY RELIEF**

60. Plaintiffs and the class which they represent ask the court to enter a declaratory judgment establishing the following:

(a) Defendants herein fraudulently induced Plaintiffs and those similarly situated in the class they represent, to enroll in Daymar Colleges under the guise of receiving degrees that would be transferrable to other institutions of higher learning, when in fact the degrees sought were non-transferrable.

(b) Defendants herein fraudulently induced Plaintiffs and those similarly situated in the class they represent, to enter into Daymar Colleges with the representation they would receive degrees that would allow them to participate in the profession for which their degrees applied, when in fact such degrees were not suitable for their profession.

(c) Defendants herein caused the Plaintiffs and those similarly situated in the class they represent to secure educational loans, causing them to enter into great debt with the promise of receiving degrees and credits suitable for professions and transferrable to other institutions of higher learning, all of which were false.

**COUNT II**  
**CONSPIRACY**

61. Defendants, Daymar and Mark A. Gabis, on information and belief, have conspired with others unnamed and unknown at this time, to develop colleges under the Daymar name which, in part, induce individuals as students with a promise of receiving a transferrable degree to a university or receiving a degree that may be used in a legitimate profession knowing that these representations were false.

62. Defendants, Daymar and Mark A. Gabis, in conspiracy with others as set forth above, staffed the Daymar Colleges in many instances with unqualified faculty members.

63. Defendants, Daymar and Mark A. Gabis, in conspiracy with others as set forth above, promised to assist Daymar graduates in obtaining jobs in their fields of study, knowing that these promises and representations were false.

**COUNT III**  
**BREACH OF CONTRACT**

64. The aforesaid wrongful actions of these Defendants, as set forth in this Complaint, constitute the formulation of a contractual relationship between Plaintiffs and those similarly situated in the class they represent and the Defendants to deliver educational and other services as promised by Defendants. This failure to deliver upon the educational and other services promised constitutes a material breach upon which Plaintiffs and those similarly situated in the class they represent, sustained substantial harm.

65. Plaintiffs have fulfilled all the requirements of the Defendants with regard to meeting the educational elements required of them and Defendants breached their obligations to the Plaintiffs and those similarly situated in the class they represent.

**COUNT IV**  
**BREACH OF IMPLIED CONTRACT**

66. The aforesaid wrongful acts of the Defendants constitute breaches of implied contracts of the Plaintiffs and those similarly situated in the class which they represent and the breaches of implied contract include but are not limited to the failure to provide class credits that would transfer to other institutions of higher learning, failure to provide faculty and staff that were qualified for their positions, failure to find graduates jobs in the fields in which they studied, and misrepresenting degrees available to Plaintiffs and those similarly situated in the class which they represent.

67. Plaintiffs and those similarly situated in the class they represent met all elements required of them, yet Daymar and the Defendants breached their implied contract with them.

**COUNT V**  
**FRAUDULENT INDUCEMENT**

68. Defendants fraudulently induced and misrepresented to the Plaintiffs and those similarly situated in the class which they represent as set forth above, including but not limited to inducing Plaintiffs as follows:

- (a) to apply to and attend Daymar;
- (b) to pay tuition and continue to attend the college by making numerous false statements as set forth herein;

(c) as set forth more fully above, Defendants' representations were materially false and misleading when made;

(d) Defendants knew that the aforesaid misrepresentations were false when made;

(e) Defendants made these representations with the intent to induce Plaintiffs and others similarly situated to rely upon them and purchase services from Daymar and Defendants;

(f) Plaintiffs and those similarly situated in the class they seek to represent were ignorant of the facts concealed or omitted by the Defendants, based upon the misrepresentations, concealments and omissions of the Defendants, and did in fact reasonably rely upon them;

(g) Defendants additionally made representations regarding the quality of educational services they would provide and made specific misrepresentations and omissions designed to induce Plaintiffs and those similarly situated to enroll in Defendants' institutions prior to the inception of the parties' relationship and throughout the parties' dealings with regard to, among other things, transferability of credits, which Defendants knew or had reason to know would not be available. This knowledge remained with the Defendants throughout the academic period and was not divulged to Plaintiffs and those similarly situated and other students before and subsequent to the enrollment of Plaintiffs and those similarly situated and numerous other individuals.

**COUNT VI**  
**CONSUMER PROTECTION**

69. The aforesaid wrongful acts of the Defendants herein with regard to the Plaintiffs and those similarly situated constitute unfair, false, misleading and deceptive

trade practices under the Kentucky Consumer Protection Act (KRS 367.170 *et seq.*).

Defendants made numerous misleading statements and a number of false misrepresentations, including the quality of education they provide, the transferability of credits, the degrees available, and the promise of jobs after graduation and these representations were false and designed to cause Plaintiffs to enroll in Defendants' substandard programs. Defendants' promises and representations, which they made knowing that same could not be delivered, and/or the failure of Defendants to deliver such promises and representations, constitute unfair and deceptive trade practices in violation of the Kentucky Consumer Protection Act, KRS 367.110 *et seq.* The oral and written statements complained of herein were false and misleading or had the capacity or tendency to mislead consumers, including Plaintiffs and those similarly situated.

**COUNT VII**  
**FRAUD**

70. Defendants, both named and others unnamed, acting pursuant to a common scheme, agreement and/or design, set out to defraud Plaintiffs and those similarly situated, knowing that their actions would, in fact, defraud Plaintiffs.

71. Defendants herein, and Daymar specifically and its agents, servants and employees, purported to act as trusted counselors and advisors to the Plaintiffs and those similarly situated, students and prospective students, upon whom students and prospective students could reasonably and should rely, to advise them as to whether to attend Daymar, what financing for their Daymar education was in their best interest, and to arrange for the best and most appropriate loans available.

72. Through their advertising, Defendants sought to establish that they were trusted allies and counselors for the Plaintiffs and those similarly situated who desired to

obtain an education. Defendants strived to foster an atmosphere of trust and confidence between themselves and the prospective students.

73. Through their actions as advisors and educators to potential students, Defendants placed themselves in such a position to the prospective students (Plaintiffs herein and those similarly situated) as to exercise a controlling interest over the will, conduct and interest of prospective and actual students. The relationship created by the Defendants was one which justified the reposing of confidence by students (Plaintiffs and those similarly situated) in Defendants. Defendants' actions placed a relationship of trust and confidence between them and prospective or current students (Plaintiffs and those similarly situated), upon which those students are entitled to rely with confidence and with less than the level of diligence that would be appropriate in an arms length transaction with a third party known to be profiting from the transaction. This confidential relationship obligated Defendants to disclose to students any and all conflicts of interest Defendants have or may have, and further obligated the Defendants to act in the best interest of the students in acting to arrange financing for their benefit.

74. Notwithstanding the foregoing, Plaintiffs and those similarly situated, upon information and belief, claim that the financial and/or admission personnel employed by and/or acting on behalf of the Defendants received specific benefits of value for the purpose of inducing Plaintiffs and those similarly situated to secure loans for their education and to enroll at Daymar and Defendant institutions.

**COUNT VIII**  
**MISREPRESENTATION**

75. The foregoing wrongful acts of the Defendants also constitute negligent misrepresentations to the Plaintiffs and those similarly situated. It was foreseeable to the

Defendants that Plaintiffs and those similarly situated would rely on such false information and the Defendants' false representations to their detriment.

**COUNT IX**  
**INJUNCTIVE RELIEF**

76. The aforesaid wrongful acts of the Defendants are wrongful and will cause immediate and serious irreparable harm to the class who Plaintiffs properly represent and whom the court should certify. Accordingly, Plaintiffs and the class they represent and all those similarly situated, request the Court to enter its injunctive relief in enjoining the Defendants from further misrepresenting and inducing students to attend their various colleges and institutions of higher learning with false promises of valuable degrees and credits that can be transferred.

77. In addition, the Plaintiffs and those similarly situated and the class they seek to represent seek to enjoin the Defendants from further false representations and other breaches of its duties to those class members who are potential students or who are students of the Defendants with regard to the securing of loans to pay for their education at the Defendants' institutions.

**COUNT X**  
**KENTUCKY ANTITRUST VIOLATION**

78. The aforesaid actions by Daymar deceiving students into purchasing books only from Daymar bookstores is anticompetitive and constitutes a tying agreement in violation of KRS 367.175.

**DAMAGES**

79. In addition to the declaratory and injunctive relief sought herein, Plaintiffs and those similarly situated in the class they seek to represent, seek compensatory

damages to compensate them for the time lost in seeking degrees without the value promised, for reimbursement with pre-judgment interest of all loan amounts for such degrees and all damage they have sustained as a result of the wrongful acts of the Defendants herein, including pain and suffering to the extent mental and physical, lost income opportunities, and lost time for the legitimate pursuit of advanced education.

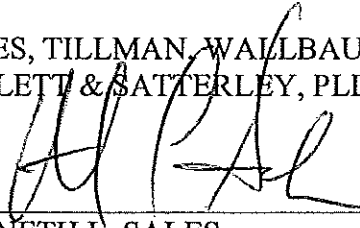
80. The aforesaid actions of the Defendants constitute malicious willful and wanton conduct and gross negligence making them liable to the Decedent for punitive damages.

81. The aforesaid wrongful acts of the Defendants were willful, wanton and reckless and Plaintiffs and those similarly situated and the class they seek to represent seek damages as a result of these wrongful acts, in an amount exceeding the jurisdictional requirements of this Court.

82. Based on the foregoing allegations of this Complaint, Plaintiffs request that the Court certify a class as designated herein as soon as practicable after the filing of the Complaint as required by the Kentucky Rules of Civil Procedure.

**WHEREFORE**, Plaintiffs and the class they seek to represent, demand judgment against the Defendants, Daymar Colleges Group, LLC, Daymar Learning of Ohio, Inc., Daymar Learning of Paducah, Inc., Daymar Learning, Inc., Mark A. Gabis, and unnamed Defendants, for both compensatory and punitive damages as a result of their wrongful acts set forth herein; declaratory judgment as set forth in the body of this Complaint, and injunctive relief in enjoining Defendants in the wrongful acts herein. Additionally, Plaintiffs and the class they seek to represent request trial by jury on all issues so triable, attorney fees, costs herein expended and all other proper relief.

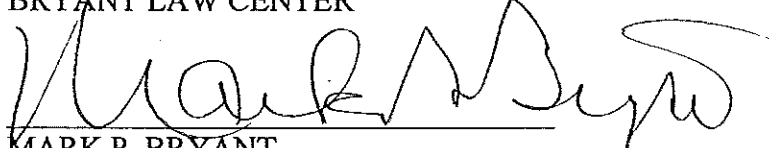
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