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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF WASHINGTON

13 CHAD M. CARLSEN and SHASTA L.)
14 CARLSEN, husband and wife, individually)
15 and on behalf of a Class of similarly situated)
16 Washington families; and CARL POPHAM)
17 and MARY POPHAM, husband and wife,)
18 individually and on behalf of a Class of)
19 similarly situated Washington families;)
20 Plaintiffs,)

NO. CV-09-246-LRS

CLASS ACTION

CLASS ACTION
COMPLAINT AND JURY
DEMAND

19 v.)

20 GLOBAL CLIENT SOLUTIONS, LLC, an)
21 Oklahoma limited liability company; ROCKY)
22 MOUNTAIN BANK & TRUST, a Colorado)
23 financial institution; JOHN AND JANE DOES)
24 A-K,)
25 Defendants.)

26 CLASS ACTION COMPLAINT AND JURY
DEMAND: 1

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I. INTRODUCTION

1. Defendants are engaged in a continuing class-wide predatory business scheme to financially enrich themselves and defraud Washington Class members by violating Washington's Debt Adjusting statute, chapter 18.28 RCW; by aiding and abetting in violation of chapter 18.28 RCW, and by otherwise committing and aiding and abetting the commission of unfair and deceptive business practices in violation of Washington's Consumer Protection Act, chapter 19.86 RCW.

2. This action is brought on behalf of a Class of Washington families who have fallen victim to Defendants' business wrongdoing for purposes of enjoining Defendants from further misconduct and for purposes of recovering damages for loss suffered.

II. PARTIES

3. **Plaintiffs Chad M. Carlsen and Shasta L. Carlsen:** Plaintiffs Chad M. Carlsen and Shasta L. Carlsen ("Carlsens") are husband and wife, domiciled in the state of Washington and residents of Spokane County. The Carlsens are members of the proposed Class and victims of wrongdoing alleged in this Complaint.

4. **Plaintiffs Carl Popham and Mary Popham:** Plaintiffs Carl Popham and Mary Popham ("Pophams") are husband and wife, domiciled in the state of

1 Washington and residents of Spokane County. The Pophams are victims of
2 wrongdoing alleged in this Complaint.
3

4 **5. Defendant Global Client Solutions, LLC:** Defendant Global Client
5 Solutions, LLC (“GCS”) is a domestic limited liability company organized under
6 the laws of Oklahoma. GCS has its principal offices in Tulsa, Oklahoma. GCS
7 does business throughout the United States, including the state of Washington.
8

9 **6. Defendant Rocky Mountain Bank & Trust:** Defendant Rocky
10 Mountain Bank and Trust (RMBT) is a financial institution organized under the
11 laws of Colorado. RMBT has its principal place of business in Florence, Colorado.
12 RMBT, in partnership with or as the principal of GCS, is engaged in business
13 activities directed at residents of Washington, including those activities alleged in
14 this Complaint, and does business in the state of Washington.
15
16

17 **7. Defendants John and Jane Does A-K:** John and Jane Does A – K
18 are managing agents of GCS and/or RMBT whose identities are not presently
19 known to Plaintiffs; who exercised close control, direction, and management of
20 GCS or RMBT in respect of corporate misconduct alleged in this Complaint; who
21 participated in or with knowledge approved of corporate conduct alleged in this
22 Complaint; or who otherwise engaged in conduct in violation of chapters 19.86 and
23 18.28 RCW.
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1
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3 **III. JURISDICTION AND VENUE**

4 8. This Court has original jurisdiction over this matter pursuant to 28
5 U.S.C. § 1332(d)(2). Based on information and belief, the matter in controversy
6 exceeds the sum or value of \$5,000,000 exclusive of interest and is a class action
7 composed of more than 100 members and in which at least one member of the Class
8 is a citizen of a state different from that of a Defendant.

9 9. This Court has personal jurisdiction over each of the Defendants.

10 10. Venue is proper pursuant to 28 USC § 1391(b)(2) in that the events
11 that gave rise to claims occurred in substantial part in this federal district.
12

13
14 **IV. FACTS**

15 11. GCS is in the business of receiving funds for the purpose of
16 distributing said funds among creditors in payment or partial payment of obligations
17 of debtors, including Class members.
18

19 12. GCS, in partnership with RMBT, maintains and manages debt
20 settlement accounts that are a component part of, and integral to the operation of,
21 debt settlement programs offered by hundreds of companies engaged in the business
22 of settling, adjusting, prorating, or liquidating the indebtedness of debtors, including
23 Class members (hereafter GSC's and RMBT's "Debt Adjuster Partners").
24
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1 13. Debt Adjuster Partners offer debt settlement programs to Washington
2 debtors through standardized program materials that include agreements with GCS
3 and RMBT and with the Debt Adjuster Partner.
4

5 14. The subject debt settlement programs, effectuated through these
6 agreements, universally involve the following material elements:
7

8 a. The Washington debtor agrees to coordinately engage GCS and
9 RMBT and the Debt Adjuster Partner for purposes of settling scheduled
10 credit card debts.
11

12 b. The Washington debtor agrees to pay specified fees that,
13 unknown to the debtor, are criminally illegal, owing to their enormous size
14 and accelerated timing of payment.
15

16 c. For purpose of securing funds to pay the illegal fees and
17 potentially accumulate debt settlement funds used in settling debts, GCS and
18 RMBT are given authority to maintain and manage a debt settlement account
19 in Colorado and to transfer specified monthly program payments into the
20 account from the debtor's Washington bank account. GCS, RMBT, and the
21 Debt Adjuster Partner are given authority to automatically pay the fees from
22 the subject account.
23
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1 d. The predatory nature of the fees is such that the monthly
2 payments are typically consumed by program fees for the first several
3 months of the debtor's participation in the program.
4

5 e. If meaningful positive funds eventually accumulate in the debt
6 settlement account, the Debt Adjuster Partner may attempt settlement of a
7 scheduled debt in exchange for additional fees.
8

9 15. Faced with the long history of predatory fee practices by the debt
10 adjuster industry, many states, including Washington, adopted statutes prohibiting
11 predatory fees and other abusive debt adjuster practices.
12

13 16. At all times material to allegations made in this Complaint, GCS and
14 RMBT were mindful of the debt adjuster industry's predatory fee history and of
15 state laws, including those of Washington, prohibiting abusive debt adjuster
16 practices.
17

18 17. Named Plaintiffs are Washington residents who received solicitations
19 from GCS/RMBT Debt Adjuster Partners regarding participation in a debt
20 settlement program having the features detailed above, who participated in such a
21 program, and for whom GCS and RMBT established, maintained, and managed a
22 debt settlement account.
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1 18. RCW 18.28.080(1) provides that a debt adjuster may make an initial
2 charge of up to twenty-five dollars (\$25). The initial charges associated with the
3 subject debt adjuster programs substantially and invariably exceeded \$25.
4

5 19. In the case of the Carlsens, by illustration, the initial fee was
6 \$2,053.20.
7

8 20. In the case of the Pophams, the initial fee was \$6,944.48.

9 21. GSC and RMBT knew that the debt settlement programs' initial
10 charges exceeded the amount permitted by RCW 18.28.080(1).
11

12 22. GCS and RMBT knowingly transferred named Plaintiffs' and Class
13 members' funds out of the state of Washington for purposes of paying the subject
14 illegal fees and subsequently paid the illegal fees from the debt settlement account,
15 all for the purpose of carrying out the illegal debt adjuster business enterprise
16 described in this Complaint.
17

18 23. RCW 18.28.080(1) provides that the fee retained by the debt adjuster
19 from any one payment made by a debtor may not exceed fifteen percent (15%) of
20 the payment. Fees associated with the subject debt adjuster programs substantially
21 and invariably exceeded 15% of any one payment. Program fees typically
22 consumed the entirety of the initial monthly payments made by the debtor.
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1 24. GCS and RMBT knew that the subject fees exceeded 15% of the
2 monthly payment made by Class members.

3
4 25. GCS and RMBT knowingly transferred Class members' funds,
5 including those of named Plaintiffs, out of the state of Washington for purposes of
6 paying the subject illegal fees and subsequently paid the fees from the debt
7 settlement accounts, all for the purpose of carrying out the illegal debt adjuster
8 business enterprise described in this Complaint.

9
10 26. RCW 18.28.110 provides that every debt adjuster shall perform the
11 functions specified under RCW 18.28.110. GCS and RMBT, both as debt adjusters
12 in their own capacities and as agents of their Debt Adjuster Partners, owed to Class
13 members those duties imposed by RCW 18.28.110.

14
15 27. RCW 18.28.110(1) provides that all payments not distributed to
16 creditors shall be kept and maintained in this state, as shall be all records pertinent
17 to such payments.

18
19 28. The subject debt adjuster programs involved keeping and maintaining
20 debt settlement accounts outside the state of Washington. GCS and RMBT
21 knowingly transferred named Plaintiffs' and Class members' funds out of the state
22 of Washington and into debt settlement accounts located in Colorado in violation of
23
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1 Washington law, all for the purpose of carrying out the illegal debt adjuster
2 business enterprise described in this Complaint.

3
4 29. RCW 18.28.110(4) provides that the debt adjusters must distribute to
5 creditors at least once each forty days after receipt of payment at least eighty-five
6 percent (85%) of each payment received from the debtor.

7
8 30. The subject debt adjuster programs, by their intrinsic nature, required
9 that debt settlement funds not be distributed in accordance with RCW 18.28.110(4).

10
11 31. GCS and RMBT knowingly maintained and managed named
12 Plaintiffs' and Class members' debt settlement accounts in violation of RCW
13 18.28.110(4), all for the purpose of carrying out the illegal debt adjuster enterprise
14 detailed in this Complaint.

15
16 32. RCW 18.28.090 provides: "If a debt adjuster contracts for, receives or
17 makes any charge in excess of the maximums permitted by this chapter, except as
18 the result of an accidental and bona fide error, the debt adjuster's contract with the
19 debtor shall be void and the debt adjuster shall return to the debtor the amount of all
20 payments received from the debtor or on the debtor's behalf and not distributed to
21 creditors."
22

23
24 33. GCS and RMBT knew or are charged with knowledge that named
25 Plaintiffs' and Class members' debt adjuster contracts were *void ab initio*.

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1 34. GCS and RMBT transferred named Plaintiffs' and Class members'
2 funds out of the state of Washington, pursuant to the void contracts. GCS and
3 RMBT, thereafter, paid fees that were not owed from the subject debt settlement
4 accounts, all for the purpose of carrying out the illegal debt adjuster enterprise
5 detailed in this Complaint.
6

7
8 35. RCW 18.28.190 provides: "Any person who violates any provision of
9 this chapter or aids or abets such violation, or any rule lawfully adopted under this
10 chapter or any order made under this chapter, is guilty of a misdemeanor."
11

12 36. GCS and RBMT violated provisions of chapter 18.28 RCW and
13 knowingly aided and abetted one another and their Debt Adjuster Partners for
14 purposes of carrying out the illegal debt adjuster programs detailed in this
15 Complaint.
16

17 37. On or about August 6, 2009, without prior notice to Class members,
18 GCS closed Class members' debt settlement accounts at RMBT and deposited Class
19 member's debt settlement funds into a custodial account in the name of GCS held at
20 Bank of Oklahoma, in Tulsa, Oklahoma.
21

22 38. Beginning on or before August 6, 2009, and without prior notice to
23 Class members, GCS began making electronic transfers of monthly payments from
24
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1 Class members' Washington bank accounts into the custodial account of GCS at
2 Bank of Oklahoma.

3
4 39. The subject account of GCS now held at Bank of Oklahoma is being
5 employed in the same wrongful manner and for the same wrongful purposes
6 detailed in this Complaint.

7
8
9 **V. CLAIMS**

10 **A. Aiding and Abetting the Commission of Criminal, Unfair, and**
11 **Deceptive Business Conduct.**

12
13 40. Any violation of chapter 18.28 RCW constitutes an unfair or deceptive
14 business practice under chapter 19.86 RCW.

15
16 41. Debt Adjuster Partners' business practices, as alleged above, violated
17 chapter 18.28 RCW and were otherwise unfair and deceptive, which practices
18 impacted the public interest and caused injury to named Plaintiffs and to Class
19 members in their business and property.

20
21 42. GCS and RMBT knowingly aided and abetted their Debt Adjuster
22 Partners in the commission of criminal, unfair, and deceptive practices, including
23 practices violating chapters 18.28 and 19.86 RCW, by giving substantial assistance
24

1 that proximately caused harm to named Plaintiffs and to Class members in their
2 business and property.

3
4 43. GCS and RMBT knowingly and substantially assisted Debt Adjuster
5 Partners by, among other things:

6 a. Offering to serve and serving as a processor of debt settlement
7 funds in respect of GCS/RMBT debt adjusters' programs.

8
9 b. Assuming Debt Adjuster Partners' duties under RCW
10 18.28.110, or otherwise acting as their agents in performing those duties, and
11 performing those functions not in accordance with RCW 18.28.110.

12
13 c. Keeping and maintaining Class members' debt settlement
14 accounts in a fashion other than as required under RCW 18.28.110(4).

15
16 d. Offering to assume authority, assuming authority, and
17 exercising authority to transfer debtors' funds for purposes of paying illegal
18 fees.

19
20 e. Paying from the subject debt settlement accounts illegal, unfair,
21 and unowed fees.

22
23 f. Offering to assume authority, assuming authority, and
24 exercising authority to transfer named Plaintiffs' and Class members' debt
25 settlement funds out of the state of Washington.
26

1 g. Keeping and maintaining named Plaintiffs' and Class members'
2 debt settlement payments out of state and keeping material records out of
3 state.
4

5 44. GCS and RMBT were each generally aware of their roles in the overall
6 wrongful activities of one another and of Debt Adjuster Partners at the time that
7 assistance was rendered.
8

9 45. GSC and RMBT are each liable for the entire loss suffered by named
10 Plaintiffs and Class members, including those caused by Debt Adjuster Partners.
11

12 **B. Commission of Unfair and Deceptive Business Acts.**
13

14 46. Violations of chapter 18.28 RCW constitute unfair or deceptive
15 business practices under chapter 19.86 RCW.
16

17 47. GCS and RMBT received and managed funds of named Plaintiffs and
18 Class members for purpose of distributing said funds among creditors in partial
19 payment of obligations.
20

21 48. GCS, in its own capacity and as agent of RMBT, holds itself out as
22 engaged in the business of managing, counseling, settling, adjusting, and/or
23 liquidating the indebtedness of debtors.
24

25 49. GCS is not engaged in the profession of banking.
26

1 50. To the extent that GCS and RMBT are engaged in the profession of
2 banking, their conduct, as alleged in this Complaint, was not performed solely
3 incidental to the practice of their professions.
4

5 51. GCS and RMBT are debt adjusters and otherwise engaged in debt
6 adjusting within the meaning of chapter 18.28 RCW and with respect to conduct
7 alleged in this Complaint.
8

9 52. GCS's and RMBT's conduct, as alleged in this Complaint, constitutes
10 unfair and deceptive acts or practices committed in trade or commerce impacting
11 the public interest, which conduct proximately caused injury or harm to named
12 Plaintiffs and Class members in their business or property.
13
14

15 **C. Injunctive Relief.**

16 53. Class members and Washington consumers generally remain unaware
17 that Debt Adjuster Partners' debt settlement programs are illegal.
18

19 54. GCS and RMBT are engaged in business activities, continuing in
20 nature, instrumental to the carrying out of the ongoing criminal enterprises directed
21 at Class members and Washington consumers generally.
22

23 55. GCS, RMBT, and Bank of Oklahoma are in possession of funds
24 belonging to Class members, obtained pursuant to void and criminally illegal debt
25 adjuster contracts.
26

1 56. GCS and RMBT, on a continuing basis, are engaged in transferring
2 Class members' funds outside the state of Washington and into debt settlement
3 accounts in Colorado and/or Oklahoma, for purposes of securing payment of
4 criminally illegal and unowed fees. Class members are unaware that such transfers
5 are illegal, that the subject fees are illegal, and that the fees are unowed.
6

7
8 57. GCS and RMBT, on a continuing basis, are engaged in paying illegal
9 and unowed fees from Class members' debt settlement accounts. Class members
10 remain unaware that the fees being paid are illegal and unowed.
11

12 58. Class members and the general public will suffer continuing,
13 immediate, and irreparable injury, absent the issuance of injunctive and equitable
14 relief by this Court.
15

16 59. Class members have no complete, speedy, and adequate remedy at law
17 with respect to Defendants' continuing conduct.
18

19 60. Preliminary and final injunctive relief is necessary to prevent further
20 injury to Class members and to the general Washington public, including:

21 a. An order enjoining GCS and RMBT from paying debt adjuster
22 fees from Class members' debt settlement accounts.
23

24 b. An order enjoining GCS and RMBT from transferring Class
25 member fund into the subject debt settlement accounts.
26

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1 c. An order that Defendants hold in trust, until further direction of
2 this Court, all proceeds held in debt settlement accounts of Class members.

3
4 d. An order directing that GCS and RMBT timely provide a
5 complete accounting of: i) the identities of each Class member; ii) the funds
6 held in the debt settlement accounts of each Class member; and iii) the
7 identities of each Debt Adjuster Partner or other entity to whom distributions
8 have been made from the subject debt settlement accounts and the amounts
9 of such distributions.
10

11
12 e. A final order directing the disbursement of funds held in trust
13 pursuant to order of this Court.

14
15 f. An order enjoining each Defendant from engaging in further
16 business activities violating chapter 18.28 RCW or chapter 19.86 RCW.
17

18 **VI. CLASS CERTIFICATION**

19 61. Named Plaintiffs bring this action on behalf of themselves and a
20 Washington Class composed of the following individuals: All Washington
21 residents for whom GCS and RMBT or GCS and Bank of Oklahoma have
22 established, maintained, and/or managed a debt settlement account sponsored by a
23 debt adjuster or otherwise pursuant to a debt adjuster's debt settlement program.
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1 62. Members of the Class are so numerous that their joinder is
2 impracticable. GCS boasts of serving over 400 debt adjuster companies nationally
3 and of managing over 600,000 accounts nationwide.
4

5 63. There are questions of law and fact common to the Class, including
6 those identified in paragraph 67 below.
7

8 64. The claims and defenses of the named Plaintiffs are typical of the
9 claims and defenses of the Class.

10 65. Named Plaintiffs are members of the proposed Class and will fairly
11 and adequately protect the interests of the Class.
12

13 66. Defendants have acted or refused to act on grounds generally
14 applicable to the Class as a whole rendering certification appropriate under Fed. R.
15 Civ. P. 23(b)(2).
16

17 67. Core common questions of law and fact central to claims of the Class
18 predominate over individual questions, rendering certification appropriate under
19 Fed. R. Civ P. 23(b)(3). Core common questions of law and fact include:
20

- 21 a. Whether Defendants are debt adjusters or engaged in debt
22 adjusting within the meaning of chapter 18.28 RCW, or are otherwise
23 subject to that statute.
24
25
26

1 b. Whether GCS/RMBT Debt Adjuster Partners are debt adjusters
2 or engaged in debt adjusting within the meaning of chapter 18.28 RCW, or
3 are otherwise subject to that statute.
4

5 c. Whether GCS and RMBT knowingly and substantially assisted
6 Debt Adjuster Partners in violating chapter 18.28 RCW and/or chapter 19.86
7 RCW.
8

9 d. Whether, at the time of assistance, GCS and RMBT were
10 generally aware of their role in the overall wrongful activities of Debt
11 Adjuster Partners.
12

13 e. Whether Class members' contracts with Debt Adjuster Partners
14 and GCS/RMBT are *void ab initio* and whether GCS and RMBT should thus
15 be enjoined from making payments pursuant to those void contracts.
16

17 f. Whether standardized fees charged to Class members are
18 criminally illegal or otherwise constitute an unfair or deceptive business
19 practice and, further, whether GCS and RMBT should be enjoined from
20 paying those fees from Class members' accounts.
21

22 g. Whether GCS's and RMBT's standardized practices with
23 respect to the maintenance and management of Class members' debt
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1 settlement accounts violate chapter 18.26 RCW, or otherwise constitute
2 unfair or deceptive business practices.

3
4 h. Whether fees associated with the services of GCS and RMBT
5 constitute fees for debt adjusting services within the meaning of RCW
6 18.28.080(1).

7
8 i. Whether GCS and RMBT have acted in concert with Debt
9 Adjuster Partners and pursuant to a common design.

10 j. Whether Class members are uniformly entitled to
11 reimbursement of the amount of all payments made to GCS and RMBT and
12 not distributed to creditors.
13

14 68. The class device is a superior method of adjudicating Class members'
15 claims as compared to other available methods for fairly and efficiently
16 adjudicating this controversy. Class members are financially distressed individuals
17 who are unlikely to have any meaningful recourse against Defendants absent
18 collective pursuit of their claims under Fed. R. Civ. P. 23. Class members remain
19 unaware that the conduct of GCS, RMBT, and Debt Adjuster Partners are illegal
20 and are thus incapable of pursuing their claims or protecting their interests on an
21 individual basis. The value of Class members' claims, taken individually, is such
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1 that their claims have negative value and cannot, as a practical matter, be litigated
2 on an individual basis.

3
4 **VII. DEMAND FOR RELIEF**

5
6 Plaintiffs therefore request, on behalf of themselves and the proposed Class,
7 the following relief:

8 1. An order certifying Class members' claims pursuant to Fed. R. Civ. P.
9 23(b)(3) and/or 23(b)(2), or certifying such issues as may be deemed appropriately
10 treated on a class basis;

11
12 2. An order appointing named Plaintiffs as representatives of the Class
13 and appointing undersigned counsel as Class counsel;

14
15 3. An order and decree issuing the preliminary and final injunctive relief
16 identified in paragraph 60 of this Complaint;

17
18 4. An award of damages, jointly and severally, as against each
19 Defendant, in an amount to be proven at the time of trial;

20
21 5. An award of exemplary damages in the amount of three times the
22 damages or loss suffered by each Class member;

23 6. An award of prejudgment interest on liquidated damages;

24 7. An award of attorney fees, including those provided for in chapter
25 19.86 RCW;
26

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1 8. An award of litigation costs; and

2 9. Such other declaratory or injunctive relief as the Court may deem fair

3
4 and equitable.

5 **VIII. JURY DEMAND**

6 Plaintiffs demand a trial by jury in this matter.

7
8 DATED this 7th day of August, 2009.

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10 THE SCOTT LAW GROUP, P.S.

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