

EXHIBIT I

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

LISA SULLIVAN, individually and on	:	
behalf of all other persons similarly	:	Civil Action No.
situated,	:	
	:	
Plaintiff,	:	CLASS ACTION COMPLAINT
	:	
v.	:	
	:	
CAPITAL ONE BANK and CAPITAL	:	<u>JURY TRIAL DEMANDED</u>
ONE SERVICES, INC.,	:	
	:	
Defendants.	:	January 21, 2010
	:	

Plaintiff, Lisa Sullivan (“Plaintiff” or “Sullivan”), individually and on behalf of all other persons similarly situated as defined below, brings this action against Defendants, Capital One Bank and Capital One Services, Inc. (referred to collectively herein as “Capital One” or “Defendants” or the “Company”), and alleges as follows:

I. INTRODUCTION

1. This is a proposed class action brought on behalf of a class of consumers of Capital One credit cards defined as follows:

(a) All residents of the United States who (1) were solicited by Capital One by mail and/or telephone; (2) were marketed by Capital One for “Payment Protection” coverage for their credit card account balances; and (3) paid for “Payment Protection” coverage;

(b) A sub-Class of all residents of the State of Connecticut who: (1) were solicited by Capital One by mail and/or telephone; (2) were marketed by Capital One for “Payment Protection” coverage for their credit card account balances; and (3) paid for “Payment Protection” coverage (collectively, the “Class” or “Classes”).

2. This action is based upon the Truth in Lending Act, 15 U.S.C. §1601, *et seq.* (“TILA”), the Connecticut Unfair Trade Practices Act § 42-110a *et seq.* (“CUPTA”), as well as upon additional common law and equitable causes of action.

3. Plaintiff is among the many thousands of citizens nationwide, including those in Connecticut, who were targeted by Capital One as part of the Company’s “subprime” credit card marketing programs, which included Capital One’s sales of the “Payment Protection” product (referred to herein as “Payment Protection”).

4. Payment Protection is represented to the consumer to be a Capital One product that will pay minimum payments on credit cards under certain circumstances for a limited period of time, and thereby “protect” the consumer’s credit by insuring that timely and proper payments are made on account balances, so that the consumer does not incur additional fees, charges, and penalties on credit card balances, or sustain adverse credit reporting to the credit bureaus.

5. Capital One is the largest issuer of credit cards in the country, with millions of cardholders and almost \$18 billion in revenues in 2008. There are thousands of Capital One cardholders throughout the United States and in Connecticut who have paid for Payment Protection but receive no benefit in exchange for their payment.

6. The terms of the Payment Protection product are not adequately disclosed to consumers before he or she accepts or is charged for the product, and Payment Protection coverage is so restrictive in benefits, and processing claims under the coverage are made so difficult by Capital One, that the product is essentially worthless.

7. Further, Capital One apparently makes no effort to determine if the Payment Protection coverage is actually viable for the consumer before charging for the product. For

example, numerous senior citizens and retirees may be charged for Payment Protection, even though they are excluded from receiving benefits by Capital One because they are not employed.

8. Despite the billions of dollars it earns from operations, Capital One has increased its fee income by utilizing the Payment Protection product, which provides no benefits to consumers nationwide, including in Connecticut, who are charged for this supposed "service."

II. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under the constitution or laws of the United States, and under 28 U.S.C. § 1332(d)(2) because the matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs, and this is a class action in which the Class members and Defendants are citizens of different states.

10. Substantial acts which give rise to the causes of action asserted herein occurred within this State and this judicial district.

11. Venue is proper in this Court because Plaintiff resides in Connecticut, and many of the proposed Class members are residents of Connecticut. Pursuant to 28 U.S.C. §1391(c), Capital One is deemed to reside in this District because it is subject to personal jurisdiction in this District and because Capital One has continuous and systematic contacts with this State by issuing credit cards, offering credit card products such as Payment Protection, and because Capital One sends monthly statements and sells products and services in Connecticut to Connecticut residents.

12. To the extent there is any contractual or other impediment to pursuit of these claims on a class-wide basis, Plaintiff specifically alleges, and will prove, if necessary, that any

bar to class action proceedings is unconscionable, unfair and against public policy.

III. PARTIES

13. Plaintiff is a resident of this State, residing in Milford, Connecticut. Plaintiff received a credit card from Capital One that purported to provide Payment Protection features and benefits, for which Plaintiff was charged.

14. Defendant, Capital One Bank, formerly a Virginia chartered limited purpose credit card company, became a national bank on or about March 1, 2008, has its principal place of business in McLean, Virginia. It is not a registered business entity in the State of Connecticut, and has not appointed a registered agent for service of process in this State.

15. Defendant, Capital One Services, has its principal place of business in McLean, Virginia. Upon information and belief, Capital One Services is the sales and marketing arm of Capital One Bank. Capital One Services is not a registered corporation in the State of Connecticut, and has not appointed a registered agent for service of process in this State.

16. At all times herein mentioned, Defendants, and each of them, were the agents, principals, employees, servants, partners, joint venturers, and representatives of each other. In doing the acts hereinafter alleged, they each were acting within the scope and course of their authority as such agents, principals, employees, servants, partners, joint venturers, and representatives, and were acting with the permission and consent of the other co-Defendant.

17. Defendants, and each of them, had knowledge of and agreed to the misconduct alleged herein. Defendants conspired with each other and third parties (including, but not limited to, Stonebridge Benefit Services, Inc., a Delaware corporation with its principal place of business in Plano, Texas, which administers the Payment Protection program), to engage in the common

course of misconduct alleged herein, or aided and abetted that common course of misconduct, for the purpose of enriching themselves at the public's expense, resulting in damage to Plaintiff and the Class.

**IV. UNLAWFUL CONDUCT OF CAPITAL ONE:
CAPITAL ONE'S PAYMENT PROTECTION PRODUCT**

18. Capital One markets a credit card product that it calls Payment Protection. This product is typically offered to consumers who fall into a "subprime" credit category and therefore have low credit limits on their credit cards.

19. Capital One markets Payment Protection as a service that will safeguard the consumer's credit by making minimum credit card payments under certain circumstances, such as loss of employment or total disability.

20. In addition, there appears to be a "credit life" feature to this product, although this is buried in the fine print and is not described in the product information as credit life insurance. Upon information and belief, as part of Payment Protection, Capital One imposed charges for the credit life feature on each Connecticut and nationwide consumer, even though Capital One failed to obtain specific, affirmative written indication from the consumer of his or her desire to receive the service after adequate disclosure of the cost and terms of coverage.

21. Capital One either provides Payment Protection to consumers through direct marketing and acceptance by the consumer of the product, or unilaterally imposes the Payment Protection feature on the consumer's credit card and requires the consumer to take action to cancel Payment Protection. In either case, Capital One fails to provide adequate information regarding Payment Protection coverage and restrictions prior to selling the product, and then

provides information about the product that is both misleading and obfuscatory for what it omits to disclose.

22. For example, Payment Protection appears to be a financial product or service that is analogous to credit life or disability insurance, yet the marketing materials carefully avoid any use of the word "insurance." The marketing materials do, however, refer to making "claims." Further, Capital One did not obtain Class members' specific, affirmative written indication of their desire to obtain Payment Protection.

23. Payment Protection is a monthly charge that is assessed each month as \$0.89 per \$100 of the consumer's current credit card balance.

24. Although represented to the consumer as something in the nature of an insurance product, Payment Protection is virtually worthless because of the numerous restrictions that are imposed, but disclosed only after the consumer accepts or receives the product, and because of the administrative hurdles that are placed in the way of consumers in Connecticut and throughout the United States who attempt to secure payments from Capital One under this coverage.

25. Payment Protection is sold to consumers nationwide and in Connecticut without any consideration for the circumstances of the consumer or any reasonable investigation into facts that may cause the product to be worthless to the consumer. For instance, many senior citizens and retired persons are charged for this product, even though they are categorically excluded from Payment Protection coverage should they become ill or incapacitated and unable to make credit card payments.

26. Payment Protection serves Capital One's interest in generating additional fee income, and has the added benefit to Capital One of lowering available credit to its subprime

cardholders through the imposition of this additional fee.

27. Capital One also avoids including Payment Protection charges in the finance charge information that must be included in the "Schumer box" or TILA finance charge disclosures even though the Payment Protection fee is essentially an additional cost of credit to the subprime borrowers upon whom this charge is levied, and is the subject of interest charges by Capital One.

V. FACTS AS TO PLAINTIFF

28. Plaintiff paid for Payment Protection from Capital One beginning in at least 2007.

29. Capital One did not inform Sullivan of the terms of Payment Protection's coverage and restrictions before the product was sold to her, or that it would be the subject of interest charges by Capital One.

30. When Plaintiff was laid off from her job in July, 2009 and attempted to take advantage of the "benefits" provided by Payment Protection, for which she had been paying for nearly two years, she was "denied" any benefits. She was even advised by a Capital One representative to cancel the "service."

31. As of July, 2009, Plaintiff had a balance of \$547.96, on an account with a credit limit of \$500. She was charged on her statement with fees as follows:

Past Due Fee	\$39.00
Capital Pay Transaction Fee	\$10.00
Payment Protection	\$ 4.48
Overlimit Fee	\$39.00

These fees, which totaled \$92.48, were added to purchases of \$33.08, for a total of \$115.56 in monthly transactions.

32. Capital One sent form letters to customers, after they had been entered in Payment Protection, congratulating them for “enrolling this account in Payment Protection.” The letter states the following:

Payment Protection is ready when you need it. Developed by Capital One and administered by Consumer Membership Services, it pays the minimum monthly payment on your eligible balance in the event of involuntary unemployment or temporary disability.

Plus:

- Starting a claim is easy - simply call 1-888-527-6904
- This peace of mind is only \$0.89 per \$100 of your monthly statement balance
- The charge for Payment Protection is conveniently billed to your Capital One account each month
- You pay nothing if your monthly statement balance is zero
- You can cancel at any time

The enclosed Payment Protection Member Benefits sheet contains additional important information, including how to file a Payment Protection claim. Remember, filing a claim will not adversely affect your credit rating or change the terms of your account.

You’ve joined the more than 5 million Capital One cardholders who safeguard their credit with Payment Protection. As your trusted financial solutions partner, Capital One helps you protect what’s in your wallet.

33. Attached to the letter is a page describing restrictions on the Payment Protection coverage in the form of “questions and answers.” These restrictions are revealed to the consumer only after Payment Protection has been instated and billed:

Q: What is the advantage of Payment Protection?

A: It provides peace of mind in knowing that the minimum monthly payment on your eligible balance will be paid and helps safeguard your good credit rating with Capital One.

Q: What if I am self-employed or retired?

A: You are eligible for the loss of life benefit; however, the other features are not available to you in your current employment status.

Q: How soon after I enroll in Payment Protection can I file a claim and begin receiving payments?

- A: You are eligible for the loss of life benefit the day you enroll. However, you must be out of work for 30 consecutive days after enrolling in the product before an unemployment or disability claim can be accepted.
- Q: Once my claim is activated, how long will my benefits continue?
- A: Your benefits may continue for up to 12 months, or as long as you are eligible. Please refer to the Addendum for more details.
- Q: Does Payment Protection automatically cover all of my Capital One credit card accounts?
- A: No.

34. On the reverse side of the “question and answer” page are additional terms and conditions. This page is self-described as an “Addendum to your Capital One Customer Agreement,” although Payment Protection is, in fact, a new and separate transaction. This document is believed to be received by consumers at the same time as the “congratulations letter” and the “Q and A letter” discussed above. The so-called “Addendum” provides the following restrictions on the coverage:

Inability to work

If you become unable to work through (i) involuntary termination or (ii) temporary disability, and remain unemployed or unable to work due to a temporary disability for at least 30 consecutive days, PAYMENT PROTECTION will make benefit payments, subject to the limitations in this “Inability To Work” section, for up to 12 months while you remain unemployed or unable to work due to a temporary disability. To be eligible for benefit payments, you must be gainfully employed by someone other than yourself or another cardholder on your Account on a full-time basis in a non-seasonal occupation when the loss of employment occurs. Loss of employment cannot be a result of retirement. ...You must be regularly attended by a licensed physician who must certify your continued disability each month. If the primary and the secondary cardholder are both eligible at the same time for benefit payments due to their inability to work, only one such benefit payment will be made.

Loss of Life; Total and Permanent Disability

If you die or become totally and permanently disabled, PAYMENT PROTECTION will pay your eligible balance as of the date of death or total and permanent disability, up to the amount of the credit limit, or \$10,000, whichever is less. Total and permanent disability means that you can no longer and will likely never be able to engage in any substantial activity required for wages, gain,

or profit. Total and permanent disability as a result of self-inflicted injuries is not included in this benefit. If the deaths of the primary and the secondary cardholder occur as a result of the same event, only one death benefit will be paid.

35. In sum, the following restrictions on Payment Protection are imposed **after** acceptance of the coverage, in small print and in language that is not readily comprehensible to the average consumer:

- It does not apply to self-employed persons;
- It does not apply to persons employed by a co-cardholder;
- It does not apply to persons who are not employed “full time” although the Capital One documents do not define exactly what “full time” means;
- It does not apply to persons in a seasonal occupation at the time of loss of employment;
- It does not apply to persons who are unemployed at the time of enrollment;
- It does not apply to retired persons;
- It does not apply for the first 30 days of unemployment or disability;
- It is limited to 12 months;
- It requires monthly certification by a physician of continued disability;
- It does not apply if injuries are self-inflicted.

36. Capital One makes no reasonable efforts to determine if the coverage applies to the cardholder prior to charging for this service.

37. The documents provided to Plaintiff and Class members are standard form documents that were provided in substantially the same form or format to all consumers throughout the United States and in Connecticut, who received Payment Protection from Capital

One.

38. Plaintiff's experience with Capital One's marketing of Payment Protection and the experience with paying for Payment Protection is the result of Capital One's standard business practices and are typical of the experiences of all Class members who paid for and received the Payment Protection product.

39. Capital One refused to provide Payment Protection coverage to numerous consumers, even for cardholders who met the above listed requirements.

VI. CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on her own behalf and on behalf of a Class of all other persons similarly situated, pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure.

41. Plaintiff seeks certification of a nationwide Class of consumers targeted by Capital One as part of its Payment Protection sales, billing, and marketing schemes, and who paid for Payment Protection, as well as a sub-Class of all Connecticut residents who were targeted by Capital One as part of its Payment Protection sales, billing, and marketing schemes, and who paid for Payment Protection.

42. Excluded from the proposed Class are Defendants and any person, firm, trust, corporation or other entity related to or affiliated with Defendants, as well as the Judge(s) assigned to this case.

43. The Class is composed of at least tens of thousands of persons who were Capital One customers, the joinder of which in one action would be impracticable. Capital One states in its marketing materials that "more than 5 million Capital One cardholders" purchased the

Payment Protection product. Since Connecticut has approximately 1.1% of the population of the United States, it is statistically reasonable to project that there are approximately 50,000 Connecticut cardholders alone who have paid for Payment Protection.

44. The disposition of the claims of the proposed Class members through this class action will benefit both the parties and the Court. The identities of individual members of the Class are readily ascertainable through Defendants' billing records.

45. There is a well-defined community of interest in the questions of law and fact involved affecting the members of the Class. The questions of law and fact common to the Class predominate over questions affecting only individual Class members, and include, but are not limited to, the following:

- a) Whether the Defendants' sales, billing and marketing scheme as alleged herein is fraudulent, deceptive, unlawful and/or unfair in violation of CUPTA;
- b) Whether Capital One's common and uniform sales, billing and marketing scheme related to the Payment Protection product as alleged herein constitutes a deceptive trade practice as defined by CUTPA;
- c) Whether Plaintiff and the Class members are entitled to restitution of all amounts wrongfully acquired by Defendants through their common and uniform scheme;
- d) Whether Plaintiff and the Class members are entitled to injunctive relief requiring the disgorgement of all wrongfully collected fees by Capital One;

- e) Whether Plaintiff and the Class members are entitled to prospective injunctive relief enjoining Capital One from continuing to engage in the fraudulent, deceitful, unlawful and unfair common scheme as alleged herein;
- f) Whether Plaintiff and the Class members are entitled to recover compensatory and punitive damages as a result of the Defendants' wrongful scheme; and
- g) Whether the Defendants' practices violate TILA.

46. Plaintiff asserts claims that are typical of the Class, all of whom have been targeted by Capital One as consumers and who were improperly assessed charges for Payment Protection. Plaintiff and the Class members have similarly suffered harm arising from Defendants' violations of the law as alleged herein.

47. Plaintiff is an adequate representative of the Class because her interests do not conflict with, and are not antagonistic to, the interests of the Class members she seeks to represent. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel competent and experienced in the prosecution of class litigation.

48. A class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and other members of the Class. Plaintiff and members of the Class have suffered irreparable harm as a result of Defendants' fraudulent, deceitful, unlawful, and unfair conduct. Because of the size of the individual Class members' claims, few, if any, Class members could afford to seek legal redress for the wrongs complained of herein. Absent the class action, Class members will continue to suffer losses, the violations of the law

described herein will continue without remedy, and Defendants will be permitted to retain the proceeds of their misdeeds. Defendants continue to engage in the unlawful, unfair, and unconscionable conduct that is the subject of this Complaint.

VII. PROPOSED CLASS DEFINITION

49. Plaintiff seeks certification of a Class and sub-Class of United States and Connecticut citizens and consumers, respectively, defined as follows:

- a. All residents of the United States who (1) who were solicited by Capital One by mail and/or telephone to purchase Payment Protection; (2) who were marketed by Capital One for Payment Protection; and (3) who paid for "Payment Protection";
- b. All residents of the State of Connecticut who (1) who were solicited by Capital One by mail and/or telephone to purchase Payment Protection; (2) who were marketed by Capital One for Payment Protection; and (3) who paid for "Payment Protection."

COUNT ONE – VIOLATIONS OF TILA

50. Plaintiff restates and realleges the preceding paragraphs of the Complaint as though fully set forth herein.

51. Throughout the relevant time period, Defendants have sold the credit services at issue herein to individuals in this District, this State, and nationwide, engaging in significant interstate commerce.

52. The purpose of TILA, as amended, 15 U.S.C. §§ 1601, 1666j and Regulation Z, 12 CFR part 226 ("Regulation Z"), is "to assure a meaningful disclosure of credit terms so that

the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.” 15 U.S.C. § 1601(a); 12 C.F.R. § 226.1(b).

53. TILA requires all solicitations for the extension of credit to clearly, conspicuously and in readily understood language disclose the terms of the commitment that the offeror, Capital One in this case, is extending to the consumer.

54. Congress delegated authority for the implementation of the TILA to the Federal Reserve Board (“Board”). 15 U.S.C. § 1604. The Board promulgated Regulation Z, which is the Truth-in-Lending Act’s implementing regulation. 12 C.F.R. §§ 226 *et seq.*

55. Defendants’ failure to disclose (in its applications, solicitations, billing statements or otherwise) that the premium for Payment Protection is a finance charge, that the minimum payment does not include all fees imposed, and that interest is charged on penalty fees and on costs in connection with Payment Protection, violated sections 1605 and 1637(a)(3), (a)(4) and (b)(4) of TILA.

56. As a result of Defendants’ violation of TILA and Regulation Z, Defendants are liable to Plaintiff and the members of the Class, who seek damages, pursuant to 15 U.S.C. section 1640, as follows: a) actual damages resulting from Defendants’ improper and illegal practices; b) the lesser of \$500,000 or 1 percent of the net worth of Defendants; and c) costs and reasonable attorneys’ fees.

COUNT TWO – VIOLATIONS OF CUTPA
(CONN. GEN. STAT. § 42-110a *et seq.*)

57. Plaintiff restates and realleges the preceding paragraphs of the Complaint as

though fully set forth herein.

58. Plaintiff is a person residing in Connecticut who has been affected by Defendants' unfair and unlawful business practices.

59. The conduct of Defendants was, and is, fraudulent, unfair or unlawful within the meaning of CUTPA.

60. As a result of Defendants' fraudulent and unfair business practices, and unfair, deceptive, or untrue advertising, Plaintiff and other members of the Class have suffered ascertainable losses within the meaning of CUTPA and have been damaged by Defendants' unlawful acts and omissions.

61. Defendants' fraudulent and deceptive acts and practices present an ongoing threat and likelihood of deception to members of the public and constitute a fraud upon the members of the public, as well as unfair, unlawful and deceptive acts, in violation of CUTPA.

62. Under all of the circumstances, Defendants' conduct in employing these unfair and deceptive trade practices was, and is, cruel, brazen and outrageous such as to shock the conscience of the community and warrant the imposition of punitive damages.

63. At all pertinent times, in violating CUTPA, Defendants acted intentionally or, at a minimum, with reckless disregard for Plaintiff's rights and the rights of the Class members.

64. As a result of Defendants' fraudulent and deceptive trade acts and practices, Plaintiff and the members of the Class have been damaged.

65. As a result of Capital One's unfair and deceptive business practices, Plaintiff and members of the Connecticut subclass have suffered damages and lost money because they would not have purchased or continued to pay for Payment Protection if Capital One had disclosed all

the material information about the extremely limited coverage and restrictions on its use.

66. Further, Plaintiff and Class members have suffered damages and lost money because they would not have paid for a product that was essentially worthless as a result of Capital One's deceptions and omissions as alleged herein.

67. Plaintiff brings this claim on behalf of herself and the Class for damages, including injunctive relief and restitution, as well as disgorgement of Defendants' profits obtained by virtue of its unfair trade practices, and punitive damages.

COUNT THREE – UNJUST ENRICHMENT

68. Plaintiff restates and realleges the preceding paragraphs of the Complaint as though fully set forth herein.

69. In seeking to sell credit cards to Plaintiff and members of putative Class, Defendants withheld material terms from consumers prior to activation of Payment Protection charges, including the numerous limitations, restrictions and exclusions associated with the product.

71. Defendants were unjustly enriched by charging Plaintiff and Class members for illusory benefits.

72. Defendants were unjustly enriched by charging Plaintiff and Class members who were unable by the terms of Payment Protection to collect their benefits.

73. As a result of Defendants' actions, by which they were unjustly enriched, Plaintiff and Class members suffered actual damages for which Defendants are liable. Defendants' liability for such damages should be measured by the extent of Defendants' unjust enrichment.

PRAYER FOR RELIEF

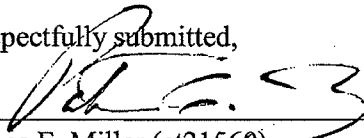
WHEREFORE, Plaintiff prays:

- A. That the Court determine that this action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, that Plaintiff is a proper Class representative, and that the best practicable notice of this action be given to members of the Class represented by Plaintiff;
- B. That judgment be entered against Defendants and in favor of Plaintiff and the Class on Counts One, Two, and Three as alleged in this Complaint, for injunctive relief as requested herein, and for actual, compensatory, and punitive damages in an amount to be determined at trial;
- C. That judgment be entered imposing interest on damages, litigation costs and attorneys' fees against the Defendants; and
- D. For all other and further relief as thus Court may deem necessary and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,



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