

1 Todd M. Friedman (216752)  
2 Adrian R. Bacon (280332)  
3 Suren N. Weerasuriya (278521)  
4 Law Offices of Todd M. Friedman, P.C.  
5 21550 Oxnard St., Suite 780  
6 Woodland Hills, CA 91367  
7 Phone: 877-206-4741  
8 Fax: 866-633-0228  
9 tfriedman@toddfllaw.com  
10 abacon@toddfllaw.com  
11 sweerasuriya@toddfllaw.com

*Attorneys for Plaintiff, PHILLIP TRISDALE*

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

PHILLIP TRISDALE, individually,  
and on behalf of other members of the  
general public similarly situated,

Plaintiff,

vs.

MERCHANT ACCOUNT  
SOLUTIONS LLC,  
INTERNATIONAL CARD  
SERVICES, LLC, and DOES, 1  
through 10, inclusive,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500 *et seq.*);
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*); and

**Jury Trial Demanded**

1 Plaintiff PHILLIP TRISDALE (“Plaintiff”), individually and on behalf of all  
2 other members of the public similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant  
5 MERCHANT ACCOUNT SOLUTIONS LLC, INTERNATIONAL CARD  
6 SERVICES, LLC (hereinafter “Defendant”) to stop Defendant’s practice of falsely  
7 advertising that it will provide services that it has no intention to provide and for  
8 redress for a nationwide class of consumers (“Nationwide Class Members”) and  
9 California class consumers (“California Sub-Class Members”), collectively,  
10 “Class Members,” who were charged fees that were greater than those advertised  
11 by Defendant for Defendant’s services and products.

12 2. Defendant is a California limited liability company and is engaged in  
13 the business of providing credit and debit payment processing and related services  
14 and products with its headquarters and principle place of business in California.

15 3. Defendant represents that it will provide its services and products at  
16 a fee, or in some cases, for free, when it in fact charges significantly higher fees.

17 4. Plaintiff and others similarly situated received these services and  
18 products from Defendant and were charged at a higher fee than Defendant  
19 represented to them.

20 5. Defendant misrepresented and falsely advertised to Plaintiff and  
21 others similarly situated that they would charge a particular fee when in fact they  
22 did not and had no intention to do so.

23 6. Defendant’s misrepresentations to Plaintiff and others similarly  
24 situated caused them to purchase Defendant’s services and products, which  
25 Plaintiff and others similarly situated would not have purchased absent these  
26 misrepresentations by Defendant and its agents and employees. In so doing,  
27 Defendant has violated California consumer protection statutes.

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**NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

1           7. Consumers purchase credit and debit processing services and  
2 products (“services”) from Defendant, which Defendant advertises as having  
3 particular fees or no fees.  
4

5           8. Consumers rely on the representations and advertisements in order to  
6 know which services to purchase.

7           9. Consumers pay for the services by paying monthly fees, many of  
8 which are not disclosed in Defendant’s advertising.

9           10. Defendant profits from the sale of these services. Without  
10 Defendant’s representations, many of the consumers would not have purchased  
11 these services.

12           11. Defendant makes no attempt to limit fees to those it represents.

13           12. The aforementioned representations are objectively false, and  
14 constitute a false advertisement under Cal. Bus. & Prof. Code §§ 17500 et. seq.,  
15 and an unlawful, unfair, or deceptive business practices under Cal. Bus. & Prof.  
16 Code §§ 17200 et. seq.

17           13. Defendant’s violations of the law include, but not limited to, the false  
18 advertising, marketing, representations, and sale of services for invalid fees to  
19 consumers in California and Nationwide.

20           14. On behalf of the class, Plaintiff seeks an injunction requiring  
21 Defendant to cease advertising and selling the services for false fees and an award  
22 of damages to the Class Members, together with costs and reasonable attorneys’  
23 fees.

**JURISDICTION AND VENUE**

24           15. This class action is brought pursuant to Federal Rule of Civil  
25 Procedure 23.  
26

27           16. This matter is properly venued in the United States District Court for  
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1 the Eastern District of California. Defendant is domiciled in California, and a  
2 substantial portion of the events giving rise to Defendant's liability took place in  
3 the Eastern District of California.

4 17. There is original federal subject matter jurisdiction over this matter  
5 pursuant to the Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb.  
6 18, 2005), by virtue of 28 U.S.C. §1332(d)(2), which explicitly provides for the  
7 original jurisdiction of federal courts in any class action in which at least 100  
8 members are in the proposed plaintiff class, any member of the plaintiff class is a  
9 citizen of a State different from the State of citizenship of any defendant, and the  
10 matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interests and  
11 costs.

12 18. In the case at bar, there are at least 100 members in the proposed Class  
13 and Sub-classes, the total claims of the proposed Class members are in excess of  
14 \$5,000,000.00 in the aggregate, exclusive of interests and costs, and Plaintiff seeks  
15 to represent a nationwide class of consumers, establishing minimum diversity.

#### 16 **THE PARTIES**

17 19. Plaintiff PHILLIP TRISDALE is a citizen and resident of the State of  
18 California, Shasta County.

19 20. Defendant MERCHANT ACCOUNT SOLUTIONS LLC, AKA  
20 INTERNATIONAL CARD SERVICES, LLC is a California company  
21 headquartered in Ventura County.

22 21. Plaintiff alleges, on information and belief, that Defendant's  
23 marketing campaigns, as pertains to this matter, were created by Defendant at its  
24 headquarters in California, and were disseminated from California, nationwide.

25 22. Plaintiff is informed and believes, and thereon alleges, that at all time  
26 relevant, Defendant's sales of services are governed by the controlling law of  
27 California.

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1           23. Plaintiff is informed and believes, and thereon alleges, that each and  
2 all of the acts and omissions alleged herein were performed by, or is attributable  
3 to, Defendant and/or its employees, agents, and/or third parties acting on its behalf,  
4 each acting as the agent for the other, with legal authority to act on the other's  
5 behalf. The acts of any and all of Defendant's employees, agents, and/or third  
6 parties acting on its behalf, were in accordance with, and represent, the official  
7 policy of Defendant.

8           24. Plaintiff is informed and believes, and thereon alleges, that said  
9 Defendant is in some manner intentionally, negligently, or otherwise responsible  
10 for the acts, omissions, occurrences, and transactions of each and all its employees,  
11 agents, and/or third parties acting on its behalf, in proximately causing the  
12 damages herein alleged.

13           25. At all relevant times, Defendant ratified each and every act or  
14 omission complained of herein. At all relevant times, Defendant, aided and  
15 abetted the acts and omissions as alleged herein.

16                           **PLAINTIFF'S FACTS**

17           26. In early August 2015, Plaintiff entered into an agreement with  
18 Defendant whereby Plaintiff agreed to use Defendant's services at a monthly fee  
19 of around \$9.95.

20           27. Defendant advertised their monthly fee for processing retail, face-to-  
21 face, mail, and phone transactions as \$7.95. Furthermore, Defendant advertised  
22 along with this \$7.95 monthly fee a 1.59% discount rate for use of various credit  
23 types of credit cards.

24           28. The true monthly fee was upwards of \$25 per month.

25           29. At the time Plaintiff and Defendant, through Defendant's agent or  
26 employee, entered an agreement for services, no mention was made of early  
27 cancellation fees, equipment fees, or software fees.  
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1           30. On or around August 18, 2015, approximately two weeks after  
2 Plaintiff purchased Defendant's services, Plaintiff received Defendant's terms and  
3 conditions and a statement of fees. Included and not limited to in the terms and  
4 conditions, but neither included in the advertisement nor disclosed to Plaintiff at  
5 the time Plaintiff purchased Defendant's services, were obligations to incur at least  
6 \$25 in fees, cancelation fees of up to \$500, and a three year, unilateral obligation  
7 binding Plaintiff while giving Defendant the right to cancel at any time without  
8 cause.

9           31. The true terms and conditions of Defendant's services could not have  
10 been discovered by Plaintiff prior to purchasing Defendant's services.

11           32. Plaintiff continued to uphold his end of the agreement by continuing  
12 to make payments, through an automatic payment system set up between Plaintiff  
13 and an agent of Defendant.

14           33. However, upon discovering inconspicuous fees and being charged  
15 more than what Plaintiff agreed to in fees, Plaintiff discontinued his use of  
16 Defendant's services.

17           34. Subsequently, Defendant continued to charge Plaintiff the invalid \$25  
18 monthly fee. Furthermore, Defendant charged Plaintiff a \$25 late payment fee.

19           35. Such fees and penalties were concealed from Plaintiff at the time  
20 Plaintiff purchased Defendant's services.

21           36. Sales tactics used by Defendant rely on falsities and have a tendency  
22 to mislead and deceive a reasonable purchaser.

23           37. Plaintiff is informed, believes, and thereupon alleges that such  
24 representations were part of a common scheme to mislead purchasers and  
25 incentivize them to purchase Defendant's services.

26           38. In paying the fees, Plaintiff relied upon Defendant's representations.

27           39. Plaintiff would not have paid the fees if he knew that the above-  
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1 referenced statements made by Defendant were false.

2 40. Had Defendant properly marketed, advertised, and represented the  
3 fees, Plaintiff would not have purchased Defendant's services.

4 41. Plaintiff gave his money to Defendant because of the representations  
5 of Defendant. Defendant benefited from falsely representing the number of fees  
6 and amount thereof. Plaintiff received nothing for giving his money to Defendant.  
7 Defendant benefited on the loss to Plaintiff and provided nothing of benefit to  
8 Plaintiff in exchange.

9 42. Had Defendant properly marketed, advertised, and represented the  
10 fees as having the correct and true fee scale, no reasonable purchaser of  
11 Defendant's services would have been misled as to the actual fees incurred by  
12 making such purchases.

### 13 **CLASS ACTION ALLEGATIONS**

14 43. Plaintiff brings this action, on behalf of himself and all others  
15 similarly situated, and thus, seeks class certification under Federal Rule of Civil  
16 Procedure 23. Plaintiff seeks to represent a class and sub-class, collectively  
17 referred to as "The Classes".

18 44. Plaintiff seeks to represent a nationwide class (the "Nationwide  
19 Class") defined as follows:

20 All purchasers in the United States of America, who,  
21 between the applicable statute of limitations and the  
22 present, were charged undisclosed fees and fees that  
were higher than advertised.

23 45. As used herein, the term "Nationwide Class Members" shall mean  
24 and refer to the members of the Class described above.

25 46. Plaintiff seeks to represent a statewide class (the "California Sub-  
26 Class") defined as follows:

27 All purchasers in the State of California, who, between  
28 the applicable statute of limitations and the present, were

1 charged undisclosed fees and fees that were higher than  
2 advertised

3 47. As used herein, the term “Sub-Class Members” shall mean and refer  
4 to the members of the Sub-Class described above.

5 48. Excluded from the Classes are Defendant, its affiliates, employees,  
6 agents, and attorneys, and the Court.

7 49. Plaintiff reserves the right to amend the Classes and to add additional  
8 subclasses if discovery and further investigation reveals such action is warranted.

9 50. Upon information and belief, the proposed Classes are composed of  
10 thousands of persons. The members of the Classes are so numerous that joinder  
11 of all members would be unfeasible and impractical.

12 51. No violations alleged in this complaint are contingent on any  
13 individualized interaction of any kind between Class Members and Defendant.

14 52. Rather, all claims in this matter arise from the identical, false,  
15 affirmative written or oral statements that the services would be provided for Class  
16 Members when in fact, such representations were false.

17 53. There are common questions of law and fact as to the Nationwide  
18 Class Members that predominate over questions affecting only individual  
19 members, including but not limited to:

- 20 (a) Whether Defendant engaged in unlawful, unfair, or deceptive  
21 business practices in charging higher fees than advertised and  
22 undisclosed fees to Plaintiff and other Nationwide Class  
23 Members;
- 24 (b) Whether Defendant made misrepresentations with respect to  
25 the higher fees and undisclosed fees charged to purchasers;
- 26 (c) Whether Defendant profited from the sale of the services;
- 27 (d) Whether Defendant violated California Bus. & Prof. Code §  
28 17200, *et seq.*, California Bus. & Prof. Code § 17500, *et seq.*,  
and California Civ. Code § 1750, *et seq.*;
- (e) Whether Plaintiff and Nationwide Class Members are entitled  
to equitable and/or injunctive relief;



- 1 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed Plaintiff and Nationwide Class Members; and
- 2 (g) The method of calculation and extent of damages for Plaintiff
- 3 and Nationwide Class Members.

4 54. There are common questions of law and fact as to the Sub-Class  
5 Members that predominate over questions affecting only individual members,  
6 including but not limited to:

- 7 (a) Whether Defendant engaged in unlawful, unfair, or deceptive  
8 business practices in charging higher fees than advertised and  
undisclosed fees to Plaintiff and other Sub-Class Members;
- 9 (b) Whether Defendant made misrepresentations with respect to  
10 the higher fees and undisclosed fees charged to purchasers;
- 11 (c) Whether Defendant profited from the sale of the services;
- 12 (d) Whether Defendant violated California Bus. & Prof. Code §  
13 17200, *et seq.*, California Bus. & Prof. Code § 17500, *et seq.*,  
and California Civ. Code § 1750, *et seq.*;
- 14 (e) Whether Plaintiff and Sub-Class Members are entitled to  
equitable and/or injunctive relief;
- 15 (f) Whether Defendant's unlawful, unfair, and/or deceptive  
16 practices harmed Plaintiff and Sub-Class Members; and
- 17 (g) The method of calculation and extent of damages for Plaintiff  
and Sub-Class Members.

18 55. Plaintiff is a member of the Nationwide Class he seeks to represent.

19 56. Plaintiff is a member of the California Sub-Class he seeks to  
20 represent.

21 57. The claims of Plaintiff are not only typical of all Class Members, they  
22 are identical.

23 58. All claims of Plaintiff and the Nationwide Class are based on the  
24 exact same legal theories.

25 59. All claims of Plaintiff and the California Sub-Class are based on the  
26 exact same legal theories.

27 60. Plaintiff has no interest antagonistic to, or in conflict with, the  
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1 Classes.

2 61. Plaintiff is qualified to and will fairly and adequately protect the  
3 interests of all Class Members because Plaintiff paid higher fees and incurred  
4 inconspicuous cancellation fees from Defendant during the Class Period.  
5 Defendant's unlawful, unfair and/or fraudulent actions concerns the same business  
6 practices described herein irrespective of where they occurred or were  
7 experienced. Plaintiff's claims are typical of all Class Members as demonstrated  
8 herein.

9 62. Plaintiff will thoroughly and adequately protect the interests of the  
10 Classes, having retained qualified and competent legal counsel to represent  
11 himself and the Classes.

12 63. Common questions will predominate, and there will be no unusual  
13 manageability issues.

14 **FIRST CAUSE OF ACTION**

15 **Violation of the California False Advertising Act**

16 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

17 **On Behalf of the Class and the California Sub-Class**

18 64. Plaintiff incorporates by reference each allegation set forth above.

19 65. Pursuant to California Business and Professions Code section 17500,  
20 *et seq.*, it is unlawful to engage in advertising "which is untrue or misleading, and  
21 which is known, or which by the exercise of reasonable care should be known, to  
22 be untrue or misleading...or...to so make or disseminate or cause to be so made or  
23 disseminated any such statement as part of a plan or scheme with the intent not to  
24 sell that personal property or those services, professional or otherwise, so  
25 advertised at the price stated therein, or as so advertised."

26 66. California Business and Professions Code section 17500, *et seq.*'s  
27 prohibition against false advertising extends to the use of false or misleading  
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1 written statements.

2 67. Defendant misled purchasers by making misrepresentations and  
3 untrue statements about fees, namely that Defendant would charge only the fee  
4 advertised fully knowing and intending not to charge significant more and higher  
5 fees, and made false representations to Plaintiff and other putative class members  
6 in order to solicit these transactions.

7 68. Specifically, Defendant explicitly stated that the monthly fee would  
8 be lower than what it actually charged.

9 69. Defendant knew that its representations and omissions were untrue  
10 and misleading, and deliberately made the aforementioned representations and  
11 omissions in order to deceive reasonable purchasers like Plaintiff and other Class  
12 Members.

13 70. As a direct and proximate result of Defendant's misleading and false  
14 advertising, Plaintiff and the other Class Members have suffered injury in fact and  
15 have lost money or property. Plaintiff reasonably relied upon Defendant's  
16 representations regarding the fees. In reasonable reliance on Defendant's false  
17 advertisements, Plaintiff and other Class Members purchased the services. In turn  
18 Plaintiff and other Class Members ended up with services that turned out to  
19 actually cost more than advertised, and therefore Plaintiff and other Class  
20 Members have suffered injury in fact.

21 71. Plaintiff alleges that these false and misleading written  
22 representations made by Defendant constitute a "scheme with the intent not to sell  
23 that personal property or those services, professional or otherwise, so advertised  
24 at the price stated therein, or as so advertised."

25 72. Defendant advertised to Plaintiff and other putative class members,  
26 through written representations and omissions made by Defendant and its  
27 employees, that the fees would be lower than the amount charged.  
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1 73. Defendant knew that the fees was in fact higher.

2 74. Thus, Defendant knowingly charged higher fee rates to Plaintiff and  
3 other putative Class Members.

4 75. The misleading and false advertising described herein presents a  
5 continuing threat to Plaintiff and the Class Members in that Defendant persists and  
6 continues to engage in these practices, and will not cease doing so unless forced  
7 to do so by this Court. Defendant's conduct will continue to cause irreparable  
8 injury to consumers unless enjoined or restrained. Plaintiff is entitled to  
9 preliminary and permanent injunctive relief ordering Defendant to cease their false  
10 advertising, as well as disgorgement and restitution to Plaintiff and all Class  
11 Members of Defendant's revenues associated with their false advertising, or such  
12 portion of those revenues as the Court may find equitable.

13 **SECOND CAUSE OF ACTION**

14 **Violation of Unfair Business Practices Act**

15 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

16 **On Behalf of the Class and the California Sub-Class**

17 76. Plaintiff incorporates by reference each allegation set forth above.

18 77. Actions for relief under California's Unfair Competition Law  
19 ("UCL") may be based on any business act or practice that is within the broad  
20 definition of the UCL. Such violations of the UCL occur as a result of unlawful,  
21 unfair or fraudulent business acts and practices. A plaintiff is required to provide  
22 evidence of a causal connection between a defendant's business practices and the  
23 alleged harm--that is, evidence that the defendant's conduct caused or was likely  
24 to cause substantial injury. It is insufficient for a plaintiff to show merely that the  
25 defendant's conduct created a risk of harm. Furthermore, the "act or practice"  
26 aspect of the statutory definition of unfair competition covers any single act of  
27 misconduct, as well as ongoing misconduct.

28

**UNFAIR**

1  
2 78. California Business & Professions Code § 17200 prohibits any  
3 “unfair ... business act or practice.” Defendant’s acts, omissions,  
4 misrepresentations, and practices as alleged herein also constitute “unfair”  
5 business acts and practices within the meaning of the UCL in that its conduct is  
6 substantially injurious to consumers, offends public policy, and is immoral,  
7 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs  
8 any alleged benefits attributable to such conduct. There were reasonably available  
9 alternatives to further Defendant’s legitimate business interests, other than the  
10 conduct described herein. Plaintiff reserves the right to allege further conduct  
11 which constitutes other unfair business acts or practices. Such conduct is ongoing  
12 and continues to this date.

13 79. In order to satisfy the “unfair” prong of the UCL, a consumer must  
14 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing  
15 benefits to consumers or competition; and, (3) is not one that consumers  
16 themselves could reasonably have avoided.

17 80. Here, Defendant’s conduct has caused and continues to cause  
18 substantial injury to Plaintiff and Class Members. Plaintiff and Class Members  
19 have suffered injury in fact due to Defendant’s decision to charge them falsely  
20 described fees. Thus, Defendant’s conduct has caused substantial injury to  
21 Plaintiff and Class Members.

22 81. Moreover, Defendant’s conduct as alleged herein solely benefits  
23 Defendant while providing no benefit to purchasers. Such deception utilized by  
24 Defendant convinced Plaintiff and Class Members that fees were lower than  
25 advertised in order to induce Plaintiff and Class Members to purchase services. In  
26 fact, knowing that fees were higher for Plaintiff and other putative Class Members,  
27 Defendant unfairly profited. Thus, the injury suffered by Plaintiff and Class  
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1 Members is not outweighed by any countervailing benefits to consumers.

2 82. Finally, the injury suffered by Plaintiff and Class Members is not an  
3 injury that these purchasers could reasonably have avoided. Defendant failed to  
4 take reasonable steps to inform Plaintiff and class members that the advertised fees  
5 were inaccurate or misleading, including failing to provide a reasonable, realistic  
6 opportunity to Plaintiff and Class Members to read and review the accurate fees  
7 provided with the higher fees prior to purchase. As such, Defendant took  
8 advantage of Defendant's position of perceived power in order to deceive Plaintiff  
9 and the Class members to pay higher fees. Therefore, the injury suffered by  
10 Plaintiff and members of the Class is not an injury which these consumers could  
11 reasonably have avoided.

12 83. Thus, Defendant's conduct has violated the "unfair" prong of  
13 California Business & Professions Code § 17200.

14 **FRAUDULENT**

15 84. California Business & Professions Code § 17200 prohibits any  
16 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
17 prong of the UCL, a consumer must allege that the fraudulent business practice  
18 was likely to deceive members of the public.

19 85. The test for "fraud" as contemplated by California Business and  
20 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
21 common law fraud, a § 17200 violation can be established even if no one was  
22 actually deceived, relied upon the fraudulent practice, or sustained any damage.

23 86. Here, not only were Plaintiff and the Class members likely to be  
24 deceived, but these consumers were actually deceived by Defendant. Such  
25 deception is evidenced by the fact that Plaintiff paid a higher monthly fee under  
26 the basic assumption that it would lower. Defendant had stated, through its  
27 advertisements, agents, or employees, that fees would be lower than the amount  
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1 charged. Plaintiff's reliance upon Defendant's deceptive statements is reasonable  
2 due to the unequal bargaining powers of Defendant and Plaintiff. For the same  
3 reason, it is likely that Defendant's fraudulent business practice would deceive  
4 other members of the public.

5 87. As explained above, Defendant deceived Plaintiff and other Class  
6 Members by representing a lower fee than what was in fact charged.

7 88. Thus, Defendant's conduct has violated the "fraudulent" prong of  
8 California Business & Professions Code § 17200.

9 **UNLAWFUL**

10 89. California Business and Professions Code Section 17200, *et seq.*  
11 prohibits "any unlawful...business act or practice."

12 90. As explained above, Defendant deceived Plaintiff and other Class  
13 Members by representing a lower fee and omitting other fees.

14 91. Defendant used false advertising, marketing, and misrepresentations  
15 to induce Plaintiff and Class Members to charge fees higher than advertised, in  
16 violation of California Business and Professions Code Section 17500, *et seq.* Had  
17 Defendant not falsely advertised, marketed, or misrepresented the fees, Plaintiff  
18 and Class Members would not have paid the higher fees. Defendant's conduct  
19 therefore caused and continues to cause economic harm to Plaintiff and Class  
20 Members.

21 92. These representations by Defendant are therefore an "unlawful"  
22 business practice or act under Business and Professions Code Section 17200 *et*  
23 *seq.*

24 93. Defendant has thus engaged in unlawful, unfair, and fraudulent  
25 business acts entitling Plaintiff and Class Members to judgment and equitable  
26 relief against Defendant, as set forth in the Prayer for Relief. Additionally,  
27 pursuant to Business and Professions Code Section 17203, Plaintiff and Class  
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1 Members seek an order requiring Defendant to immediately cease such acts of  
2 unlawful, unfair, and fraudulent business practices and requiring Defendant to  
3 correct its actions.

4 **MISCELLANEOUS**

5 94. Plaintiff and Class Members allege that they have fully complied with  
6 all contractual and other legal obligations and fully complied with all conditions  
7 precedent to bringing this action or all such obligations or conditions are excused.

8 **REQUEST FOR JURY TRIAL**

9 95. Plaintiff requests a trial by jury as to all claims so triable.

10 **PRAYER FOR RELIEF**

11 96. Plaintiff, on behalf of himself and the Class, requests the following  
12 relief:

- 13 (a) An order certifying the Classes and appointing Plaintiff as  
14 Representative of the Classes;
- 15 (b) An order certifying the undersigned counsel as Classes  
16 Counsel;
- 17 (c) An order requiring MERCHANT ACCOUNT SOLUTIONS  
18 LLC, INTERNATIONAL CARD SERVICES, LLC, at its own  
19 cost, to notify all Classes Members of the unlawful and  
20 deceptive conduct herein;
- 21 (d) An order requiring MERCHANT ACCOUNT SOLUTIONS  
22 LLC, INTERNATIONAL CARD SERVICES, LLC to engage  
23 in corrective advertising regarding the conduct discussed  
24 above;
- 25 (e) Actual damages suffered by Plaintiff and Classes Members as  
26 applicable or full restitution of all funds acquired from Plaintiff  
27 and Classes Members from the charging invalid fees during the  
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- relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys’ fees and costs provided by statute, common law or the Court’s inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: October 10, 2016                      Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN , PC

By: /s Todd. M. Friedman  
\_\_\_\_\_

TODD M. FRIEDMAN, ESQ.

Attorney for Plaintiff PHILLIP TRISDALE

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PHILLIP TRISDALE, individually, and on behalf of other members of the general public similarly situated,

(b) County of Residence of First Listed Plaintiff Shasta (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Offices of Todd M. Friedman, P.C. 21550 Oxnard St., Suite 780, Woodland Hills, CA 91367; (877) 206-4741

DEFENDANTS

MERCHANT ACCOUNT SOLUTIONS LLC, INTERNATIONAL CARD SERVICES, LLC, and DOES, 1 through 10, inclusive,

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332(d)(2)
Brief description of cause: Class Action Fairness Act of 2005

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,001.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/10/2016 SIGNATURE OF ATTORNEY OF RECORD s/Todd M. Friedman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.