

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

SAUL M. KAUFMAN, individually and on)
behalf of all others similarly situated)
)
Plaintiff,)
v.)
)
AMERICAN EXPRESS TRAVEL RELATED)
SERVICES, INC.)
)
Defendant.)

07 CH04130

Case No.

FILED
07 FEB 14 AM 10:29
CIRCUIT COURT OF COOK COUNTY
CHANCERY DIVISION

CLASS ACTION COMPLAINT

Plaintiff, Saul M. Kaufman ("Kaufman"), by and through his attorneys, brings this breach of contract, unjust enrichment, and statutory fraud action against defendant American Express Travel Related Services, Inc. ("American Express") and alleges the following upon information and belief, except for the allegations pertaining to Plaintiff or his attorneys, which are based upon personal knowledge.

NATURE OF THE CLASS ACTION

1. This case seeks redress for American Express's practice of misrepresenting the value of "The American Express Gift Card" ("Gift Card"). American Express sells its Gift Cards for an additional fee (e.g. \$4.95)—other than the value of the Gift Card itself—at retailers throughout the United States. At the many retail stores where American Express sells its Gift Cards, American Express represents that its Gift Cards have a specific dollar value (e.g. \$25, \$50, or \$100) and that its Gift Cards are good "ALL OVER THE PLACE." Both of American Express's statements are false.

2. The Gift card is not accepted at any retailer that does not accept the American Express Card, the Gift Card is not accepted at many retailers that do accept the American

Express Card, and the Gift Card is not for use at airline, hotel, car rental, telecom, and gasoline merchants.

3. American Express also represents on its "Cardholder Agreement" that the person using the Gift Card may use the Gift Card plus another form of payment (something American Express refers to as a "split tender") to make a purchase for an amount greater than the available funds remaining on the Gift Card. But most merchants do not let its customers split bills. Thus, many American Express Gift Card users are left with a worthless "Available Balance" on their Gift Card, which ultimately reverts back to American Express.

4. On the outside of the Gift Card package, American Express represents that for a payment in the amount of the value of the Gift Card, plus an "additional purchase fee," the Gift Card user receives a Gift Card "good all over the place" and with the value stated on the Gift Card. American Express makes no other representations about the Gift Card on the outside of the Gift Card package.

5. On the outside of the Gift Card package, American Express does not reveal any of the significant and material limitations on the use of its Gift Card. American Express only describes the significant and material limitations on the use of the Gift Card inside the Gift Card package on the Gift Card Agreement. Once the Gift Card is activated at the time the consumer purchases it, however, the consumer cannot return the Gift Card. Because American Express describes the significant and material limitations on the use of the Gift Card inside the Gift Card package, by the time any consumer discovers the significant and material limitations on the use of the Gift Card, it is too late for the consumer to return it.

6. Because American Express is only able to sell its Gift Cards with deceptive and unfair practices, American Express is liable for statutory fraud.

7. Each Gift Card purchaser agrees to pay American Express consideration in the amount of the value stated on the Gift Card package (e.g. \$25) and an "additional purchase fee." In exchange, American Express agrees to provide the Gift Card purchaser with a \$25, \$50, or \$100 Gift Card. But, because of the significant limitations on the Gift Card, the value stated on the Gift Card is not the true value of the Gift Card American Express sells to consumers for the "additional purchase fee." By not providing the purchaser of its Gift Cards with a Gift Card worth the value American Express states the Gift card is worth, American Express breaches its contracts with each Gift Card purchaser.

8. American Express designed its Gift Card program to assure itself that Gift Card users would end up with unused "Available Funds" on the Gift Card. The unused "Available Funds" revert back to American Express unless the Gift Card user pays American Express a \$10 "check-issuance fee." However, the \$10 "check-issuance fee" will most likely exceed the "Available Funds" remaining on the Gift Card. American Express is unjustly enriched because any available funds left on the Gift Card revert back to it. American Express should not be allowed to keep each Gift Card users remaining "Available Funds," especially after (a) the Gift Card purchaser already paid American Express an additional purchase fee and (b) the Gift Card itself is not worth the value American Express claims it is worth. Instead, American Express should be required to return the remaining "Available Funds" on each Gift Card users Gift Card without the Gift Card user paying American Express an additional "check-issuance" fee.

9. Kaufman brings this case on behalf of himself and each American Express Gift Card purchaser and user for violation of the Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois Consumer Fraud Act"), 815 ILCS 505/1 *et seq.*, and the consumer

protection statutes of each state in which American Express sells its Gift cards, and for breach of contract and unjust enrichment.

PARTIES, JURISDICTION & VENUE

10. Kaufman is a resident of Morton Grove, Cook County, Illinois. Kaufman purchased an American Express Gift Card in Niles, Cook County, Illinois, and used and attempted to use it in several locations within Cook County, Illinois.

11. American Express is a New York corporation licensed to do business in Cook County, Illinois and throughout the United States.

12. This Court has personal jurisdiction over American Express because it is licensed to transact business in Illinois and committed fraud in this State.

13. This Court has subject matter jurisdiction of this case as a class action pursuant to Circuit Court of Cook County General Order 3.1(1.2).

14. Jurisdiction is proper in the Circuit Court of Cook County because no federal question exists and Kaufman's individual claim is worth less than \$75,000, inclusive of all damages and costs. Kaufman expressly disclaims any individual recovery in excess of \$75,000.

15. Venue is proper in Cook County pursuant to 735 ILCS 5/2-101 *et seq.* because American Express does business in this County, and Kaufman resides in this County and made or attempted to make many of the transactions at issue in this lawsuit in Cook County, Illinois.

FACTS ABOUT THE AMERICAN EXPRESS GIFT CARD

16. American Express sells its Gift Cards through retail stores like CVS/pharmacy, Walgreens, and White Hen Pantry.

17. No matter where the card is purchased, American Express displays the same information on its Gift Card displays and on the outside of the Gift Card package. A copy of the outside of the Gift Card package is attached as Exhibit 1.

18. American Express makes the identical disclosures on its Gift card package, except for the stated value of the Gift Card (e.g. \$25, \$50, or \$100).

19. On the outside package of the Gift Card package, American Express represents that for an "additional purchase fee (e.g. \$4.95) applied at the register," a consumer can purchase a Gift Card with a specific value (e.g. \$25, \$50, or \$100). The greater the value of the Gift Card, the more American Express charges for it.

20. American Express represents on the outside of the Gift Card package that the Gift Card can be used "all over the place." Other than to state that the Gift Card has no value until purchased, the Gift Card can only be used in the U.S., and that the "enclosed American Express Gift card Agreement includes information for the recipient," American Express does not reveal any limitations on the usage of the Gift Card on the outside of the Gift Card packaging.

21. American Express instructs the retailers that offer the Gift Card to activate it at the time the Gift Card is purchased. Once the Gift Card is activated, the purchaser cannot return it.

22. American Express includes a one page insert on the inside of the Gift Card package. A copy of the insert is attached as Exhibit 2. The Gift Card purchaser cannot see or read the insert until after the Gift card is purchased and activated. Despite representing that the Gift Card has a specific dollar value and is "good all over the place," American Express makes the following disclaimers on the one page insert located inside the Gift Card:

Important information about your Card:

- Your Card is welcomed at retail establishments and restaurants in the U.S. that accept the American Express Card.
- This Card is not for use at airline, hotel, car rental, telecom, gasoline merchants, or ATMs. Additional restrictions apply.
- Please use your Card soon! A monthly Service Fee is waived for the first 12 months after purchase. Please see terms and Conditions.

23. None of the restrictions American Express describes on the one page insert found inside the Gift Card package appear on the outside of the package.

24. American Express does not even put Gift Card purchasers on notice of potential restrictions on the use of the Gift Card with a statement like "restrictions on the use of the Gift Card appear on the Terms and Conditions found inside the Gift card package."

25. American Express's Gift Card Terms and Conditions include even more restrictions on the use of the Gift Card. A copy of the Terms & Conditions is attached as Exhibit 3. Again, none of the restrictions found in the Gift Card Terms & Conditions appear on the outside of the Gift card package. On the outside of the Gift Card package, American Express states only that "[t]he enclosed American Express Gift Cardholder Agreement includes information for the recipient."

26. American Express makes the following additional disclaimers in its Gift Cardholder Agreement:

- (a) The Gift Card user cannot add value to the Gift Card;
- (b) The Gift Card will be declined if the user charges more than the Available Balance on the Gift Card;
- (c) Depending on the individual merchant policy, the Gift card user may be able to use the Gift card plus another form of payment to make a purchase for an amount greater than the Available Funds. "This is called a "split tender.";
- (d) Some retailers, particularly department stores, will only allow a split tender transaction (use of two forms of payment) if the second form of payment is

cash or check. Most mail order and internet merchants do not allow for split transactions. If you plan to use another form of payment to pay for a part of the total charge, please check the retailer's policy in advance;

- (e) If Available Funds remain on the Card through the Valid through date, American Express may reissue a Card for \$5.95;
- (f) If Available Funds remain on the Card, the Card user may request a check be issued for the remaining Available funds—American Express reserves the right to charge a \$10 check-issuance fee;
- (g) American Express will not be liable for the failure of any establishment to honor the Gift card.

27. None of the disclaimers set forth in paragraph 26 above or paragraph 22 above appear on the outside package of the Gift Card. And American Express in no way alerts its customers that there may be significant restrictions on the use of its Gift Card until after the Gift Card package is opened and cannot be returned.

28. Although American Express represents that the Gift Cardholder may be able to use the Gift card plus another form of payment to make a purchase for an amount greater than the Available Funds remaining on the Gift Card, few retailers allow that type of payment—which American Express refers to as a “split tender.”

29. Because few retailers allow consumers to do a “split tender” transaction, most American Express Gift Cardholders inevitably end up with an unused available balance on the Gift Card.

30. If an American Express Gift Cardholder asks American Express to return the available balance remaining on the Gift Card, American Express charges the Gift Cardholder a \$10 “check-issuance” fee for doing so.

31. American Express intentionally designed its Gift Card to make it difficult, if not impossible, to use the entire value stated on the Gift Card package (e.g. \$25, \$50, or \$100).

32. Within one year from the date the Gift Card is purchased, any remaining balance on the Gift Card will begin to revert to American Express because, after 12 months, American Express charges the Gift Cardholder a \$2.00 monthly service fee.

33. The Gift Card is also routinely declined for no apparent reason that a retailer can explain.

34. American Express does not disclose any of the restrictions set forth above anywhere on the outside of the Gift Card package.

35. Thus, despite representing to the Gift card purchaser that for a "Card fee" (e.g. \$4.95), the Gift card purchaser will receive a Gift Card with a specific value (e.g. \$25, \$50, or \$100)—with no limitations—the Gift Card purchaser actually receives the following:

- (a) a Gift Card with significant restrictions that do not appear on the face of the Gift Card package;
- (b) a Gift Card worth less than the value (e.g. \$50) that appears on the face of the Gift Card;
- (c) a Gift Card that is routinely declined;
- (d) a Gift Card that inevitably will have an available balance that reverts back to American Express;
- (e) a Gift Card that requires the Gift Card user to pay American Express \$10 to receive a check for the Available Balance left on the Gift Card;
- (f) a Gift Card in which each of its restrictions benefit American Express; and
- (g) a Gift Card in which each of its restrictions hurt the Gift Card purchaser and the Gift Cardholder.

FACTS PERTAINING TO KAUFMAN

36. On October 27, 2006, Kaufman went to a CVS/pharmacy in Niles, Illinois. At the CVS/pharmacy, Kaufman saw "The American Express Gift Card."

37. On the outside of the Gift Card package, American Express represented that for an "additional purchase fee (of \$4.95) applied at the register" Kaufman could purchase a Gift Card with a \$50 value. See Exhibit 1.

38. American Express represented that the Gift Card could be used "all over the place." Other than to state that the Gift Card had no value until purchased, the Gift Card could only be used in the U.S., and that the "enclosed American Express Gift card Agreement includes information for the recipient," American Express did not reveal any limitations on the usage of the Gift Card on the outside of the Gift Card packaging. See Exhibit 1.

39. Kaufman purchased the Gift Card to give to a friend as a holiday gift.

40. Some time after purchasing the Gift Card, Kaufman decided not to gift the Gift Card and, instead, to keep the Gift card for himself.

41. After opening the Gift Card package, Kaufman realized that he could not use the Gift Card "all over the place" as American Express represented.

42. Instead, after opening the Gift card package, Kaufman immediately saw the following disclaimers American Express made on a one page insert enclosed in the Gift card package:

Important information about your Card:

- Your Card is welcomed at retail establishments and restaurants in the U.S. that accept the American Express Card.
- This Card is not for use at airline, hotel, car rental, telecom, gasoline merchants, or ATMs. Additional restrictions apply.
- Please use your Card soon! A monthly Service Fee is waived for the first 12 months after purchase. Please see terms and Conditions.

See Exhibit 2.

43. None of the restrictions American Express described on the sheet of paper found inside the Gift Card package appeared on the outside of the package.

44. American Express did not even put Kaufman on notice of the potential restrictions on the use of the Gift card with a statement like "restrictions on the use of the Gift Card appear on the Terms and Conditions found inside the Gift card package."

45. Kaufman used the Gift Card at Annies Pancake House on November 11, 2006. He spent \$22.11 of the Gift Card's value there.

46. Kaufman then used the Gift Card at Costco on November 12, 2006. He spent \$14.59 of the Gift Card's value there.

47. On November 22, 2006, Kaufman tried to use the Gift Card at Sam's Wines & Spirits. The Gift Card was declined.

48. Kaufman asked the store clerk whether he could charge a lesser amount to the Gift Card and let Kaufman pay the remainder in cash. The clerk represented that the store did not split checks. Kaufman asked the clerk for the store manager. The store manager also said the store did not split checks.

49. Kaufman found the Gift Card Terms and Conditions and read them thoroughly. *See Exhibit 3.* After doing so, Kaufman realized the Gift Card had even more restrictions on its usage including, but not limited to:

- (a) The Gift Card user cannot add value to the Gift Card;
- (b) The Gift Card will be declined if the user charges more than the Available Balance on the Gift Card;
- (c) Depending on the individual merchant policy, the Gift card user may be able to use the Gift card plus another form of payment to make a purchase for an amount greater than the Available Funds. "This is called a "split tender.";

- (d) **Some retailers, particularly department stores, will only allow a split tender transaction (use of two forms of payment) if the second form of payment is cash or check. Most mall order and internet merchants do not allow for split transactions. If you plan to use another form of payment to pay for a part of the total charge, please check the retailer's policy in advance;**
- (e) If Available Funds remain on the Card through the Valid through date, American Express may reissue a Card for \$5.95;
- (f) If Available Funds remain on the Card, the Card user may request a check be issued for the remaining Available funds—American Express reserves the right to charge a \$10 check-issuance fee;
- (g) American Express will not be liable for the failure of any establishment to honor the Gift card.

50. None of the disclaimers set forth in paragraphs 42 and 49 above appear on the outside package of the Gift Card. And American Express in no way alerts its customers that there may be significant restrictions on the use of the Gift Card until after the Gift Card package is opened and cannot be returned.

51. Kaufman did not realize any restrictions existed on the use of the Gift Card he purchased until after he purchased it, after it was declined for use, and after a retailer refused to split his check so that he could at least use a portion of the remaining balance on the Gift card.

52. After the Gift Card was declined on November 22, 2006, Kaufman attempted to "split tender" at several retailers and one restaurant.

53. Each time, the retailer and restaurant refused to do so.

54. Kaufman is left with an "Available Balance" on his Gift Card. He cannot bring the balance to zero because he has not found a merchant that will perform a split tender.

55. If Kaufman asks American Express to refund the Available Balance, that will cost him \$10.

56. Even if Kaufman finds a product worth less than the available balance and a merchant who will allow Kaufman to use the Card for a small amount, Kaufman will still have some balance remaining on the Gift Card.

57. Ultimately, the Available Balance on Kaufman's Card will revert back to American Express.

58. Thus, for \$4.95 plus the \$50 value American Express represents the Gift card is worth, Kaufman received the following:

- (a) a Gift Card with significant restrictions that do not appear on the face of the Gift Card package;
- (b) a Gift Card worth less than the \$50 that appears on the face of the Gift Card;
- (c) a Gift Card that has been routinely declined;
- (d) a Gift Card for which he cannot receive a refund;
- (e) a Gift Card for which he would have to pay American Express \$10 to receive a check for the Available Balance he already paid for and is left on the Gift Card;
- (f) a Gift card in which each of its restrictions benefit American Express; and
- (g) a Gift Card in which each of its restrictions hurt Kaufman.

CLASS ALLEGATIONS

59. Pursuant to 735 ILCS 5/2-801, Kaufman brings this action on behalf of all persons who purchased or were gifted The American Express Gift Card (the "Class).

60. A class action is proper in that:

- a. On information and belief, the Class consists of thousands of persons residing throughout Illinois and other States and, thus, is so numerous that joinder of all members is impracticable;
- b. There are questions of fact or law common to the Class that predominate over questions affecting only individual Class members, including

whether American Express breached contractual obligations, whether American Express is liable for statutory fraud for its failure to disclose material facts, whether American Express is unjustly enriched from its Gift Card program; and whether Kaufman and the other members of the Class were damaged;

- c. Kaufman will fairly and adequately protect the interests of the Class. He does not have any interests adverse to the other Class members. He has retained counsel to represent him in this action who are experienced in class action litigation; and
- d. A class action is an appropriate method for the fair and efficient resolution of this controversy.

COUNT I - BREACH OF CONTRACT

61. Kaufman repeats and realleges all preceding paragraphs as though fully set forth herein.

62. Kaufman and the other Class members entered into valid and enforceable contracts to purchase The American Express Gift Card with a specific value (e.g. \$25, \$50, or \$100).

63. The terms of each Class member's contracts are substantively identical.

64. Each of these contracts arose out of American Express's uniform disclosures on its Gift Card displays and on the outside of its Gift Card packages.

65. Each Class member offered to purchase a Gift Card with a specific value (e.g. \$25, \$50, or \$100) in exchange for the additional "Card fee" applied at the "checkstand" and for the stated value of the Gift Card. American Express accepted these offers. Each customer paid the "Card fee" and the value of the Gift Card.

66. In exchange, American Express promised to give each Gift Card purchaser a card worth the value stated on the outside of the Gift card package (e.g. \$25, \$50, or \$100).

67. The contract between American Express and each of its customers did not allow American Express to impose undisclosed restrictions on the use of the Gift Card—restrictions which reduced the stated value of the Gift Card.

68. The restrictions set forth in paragraphs 42, 49, and 58 were not part of any contract between the Gift Card purchaser and American Express. Instead, American Express unilaterally imposed its restrictions on the use of the Gift Card on its customers without negotiation, consideration, or justification.

69. Kaufman and the other Class members performed all of the contractual obligations they owed to American Express.

70. American Express breached its contracts with Kaufman and the other Class members by declining to honor the Gift Card and imposing restrictions on the use and value of the Gift Card they never agreed to be bound by at the time of purchase.

71. American Express's breaches of contract damaged Kaufman and the other Class members in an amount based on the stated value of the Gift Card without the restrictions American Express unilaterally imposed on its use and the value of the Gift Card with all the restrictions American Express discloses on the inside of the Gift Card package and enforces against every Gift cardholder.

WHEREFORE, plaintiff Saul M. Kaufman, individually and as the representative of a class of similarly-situated persons, prays for judgment in his favor and against American Express as follows:

- a. That the Court find this case may be properly maintained as a class action, that the Court appoint Saul M. Kaufman as the Class representative, and that the Court appoint Diab & Bock LLC as Class counsel;
- b. That the Court award damages to Saul M. Kaufman and the other members of the Class; and

- c. That the Court award such other and further relief as the Court may deem just and appropriate.

COUNT II - STATUTORY FRAUD

72. Kaufman repeats and realleges all preceding paragraphs as though fully set forth herein.

73. Kaufman brings Count II on behalf of the Class pursuant to the Illinois Consumer Fraud Act and the substantially similar consumer protection statutes of the other States where American Express sells its Gift Cards.

74. American Express regularly, systematically, and automatically imposes restrictions on the use of its Gift Cards to each Gift Cardholder.

75. American Express engaged in deceptive acts and practices by omitting the significant restrictions on the use of its Gift Card from the outside of its Gift Card packages.

76. American Express engaged in deceptive acts and practices by disclosing that its Gift Cards have a stated value (e.g. \$25, \$50, or \$100) when the true value of its Gift Card with all the undisclosed restrictions is less than the value American Express states on the outside of the Gift Card package.

77. American Express engaged in deceptive acts and practices by failing to disclose to Kaufman and the other Class members that the Gift Cardholder Agreement included significant restrictions on the use of its Gift Card.

78. American Express intended that Kaufman and the other Class members would rely on these misrepresentations and omissions.

79. American Express intended that, by failing to inform Gift Card purchasers of the significant restrictions on the use of the Gift Card, Kaufman and the other Class members would

believe the Gift card they purchased was actually worth the stated value on the outside of the Gift card (e.g. \$25, \$50, or \$100).

80. American Express's misrepresentations and omissions occurred in the course of conduct involving trade or commerce.

81. The omitted information is the type of information upon which a consumer would be expected to rely in deciding whether to purchase the American Express Gift Card.

82. American Express's misrepresentations and omissions were material because the restrictions on the use of the Gift Card reduced the true value of the Gift Card and because Kaufman and the other Class members, if they had known the truth, would not have paid American Express the Card fee and the stated value on the Gift card package to receive a Gift card worth less than its stated value.

83. American Express's misrepresentations and omissions damaged Kaufman and the other Class members because they paid money they otherwise would not have paid.

84. American Express's misrepresentations and omissions damaged Kaufman and the other Class members because they paid American Express to receive a Gift Card with a stated value and, instead, received a Gift Card worth less than its stated value due to the undisclosed restrictions on the use of the Gift Card.

WHEREFORE, plaintiff Saul M. Kaufman, individually and as the representative of a class of similarly-situated persons, prays for judgment in his favor and against American Express as follows:

- a. That the Court find this case may be properly maintained as a class action, that the Court appoint Saul M. Kaufman as the Class representative, and that the Court appoint Diab & Bock LLC as Class counsel;

- b. That the Court award damages to Saul M. Kaufman and the other members of the Class;
- c. That the Court award Saul M. Kaufman and the other members of the Class punitive damages, attorney fees and costs; and
- d. That the Court award such other and further relief as the Court may deem just and appropriate.

COUNT III – UNJUST ENRICHMENT

85. Kaufman incorporates the preceding paragraphs as though fully set forth herein.

86. Kaufman brings Count III for unjust enrichment.

87. American Express collected “Card fee[s]” in addition to the stated value of each of its Gift Cards (e.g. \$25, \$50, or \$100) from Kaufman and the other Class members.

88. American Express represented and agreed that each Gift Card was worth the stated value on the outside of the Gift card package.

89. American Express designed its Gift Card program to assure itself that Gift Card users would end up with unused “Available Funds” on the Gift Card. The unused “Available Funds” revert back to American Express unless the Gift Card user pays American Express a \$10 “check-issuance fee.” The \$10 “check-issuance fee” will most likely exceed the “Available Funds” remaining on the Gift Card.

90. American Express does not disclose this limitation anywhere on the outside of the Gift Card package.

91. American Express is unjustly enriched because any available funds left on the Gift Card revert back to it. American Express should not be allowed to keep each Gift Card users remaining “Available Funds,” especially after (a) the Gift Card purchaser already paid American Express an additional purchase fee and (b) the Gift Card itself is not worth the value American Express claims it is worth.

92. American Express's retention of each Gift Cardholder's remaining available balance violates fundamental principles of justice, equity, and good conscience.

93. American Express has unjustly retained the remaining available balance on many of the Class members Gift Cards.

94. American Express has retained or will retain the remaining available balance to the detriment of Kaufman and the other Class members.

95. Because American Express does not disclose its Gift Card restrictions anywhere on the outside of the Gift Card package, it would be inequitable for American Express to keep each Class member's remaining available balance rather than returning it. It would also be inequitable for American Express to charge each Gift Cardholder \$10 to receive the remaining available balance on the Gift Card.

WHEREFORE, plaintiff Saul M. Kaufman, individually and as the representative of a class of similarly-situated persons, prays for judgment in his favor and against American Express as follows:

- (a) That the Court find that the present case may be properly maintained as a class action, that the court appoint Saul M. Kaufman as the Class representative and Diab & Bock LLC as counsel for the Class;
- (b) That the Court order American Express to return the money it unjustly retained to Kaufman and the other class members, plus pre-judgment and post-judgment interest; and
- (c) That the Court award the class such other and further relief as the Court deems just and proper.

Respectfully submitted,

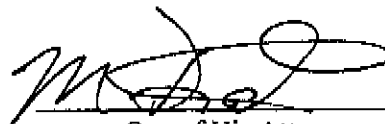
Saul M. Kaufman, individually and as the
representative of a class of similarly-situated
persons,

By: 
One of His Attorneys

Malik R. Diab
Phillip A. Bock
Diab & Bock LLC (Attorney No. 42073)
20 N. Wacker Drive, Suite 1741
Chicago, IL 60606
(312) 334-1970

JURY DEMAND

Plaintiff hereby demands trial by jury.

A handwritten signature in black ink, appearing to read 'M. Diab', is written over a horizontal line.

One of His Attorneys

Malik R. Diab
Phillip A. Bock
Diab & Bock LLC (Attorney No. 42073)
20 N. Wacker Drive, Suite 1741
Chicago, IL 60606
(312) 334-1970