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EUSEBIO B. BONIFACIO, JR.,

individually and on behalf of all

others similarly situated

IN THE DISTRICT COURT OF GUAM

EUSEBIO B. BONIFACIO, JR.,
individually and on behalf of himself
and all others similarly situated,

Plaintiffs,

vs.

BANK OF GUAM,

Defendant.

Civil Case No. 22-00008

**CLASS ACTION COMPLAINT; DEMAND
FOR JURY TRIAL; EXHIBIT “1”**

CLASS ACTION COMPLAINT

Plaintiff EUSEBIO B. BONIFACIO, JR. on behalf of himself and all others similarly situated (“Plaintiff”), brings this class action complaint against Defendant Bank of Guam, alleges as follows, and alleges the following:

INTRODUCTION

1. Plaintiff brings this action individually and on behalf of all similarly situated consumers against Defendant Bank of Guam (“Bank of Guam” or “Bank”), arising from its routine practices of assessing more than one insufficient funds fee (“NSF Fee”) on the same transaction.

2. Bank of Guam’s customers have been injured by the Bank’s improper practices to the tune of millions of dollars bilked from their accounts in violation Bank of Guam’s clear contractual commitments.

3. Plaintiff, on behalf of himself and a class of similarly situated consumers, seeks to end Bank of Guam’s abusive and predatory practices and force it to refund all of these improper charges. Plaintiff asserts a claim for breach of contract, including breach of the covenant of good faith and fair dealing, and seeks damages, restitution, and injunctive relief, as set forth more fully below.

4. While there is nothing unlawful about assessing NSF Fees on accounts when such fees are assessed in compliance with contractual terms, NSF Fees in general have a crushing impact on persons living paycheck to paycheck. This is why the financial services industry is increasingly moving away from such fees.

5. For example, one of the nation’s largest consumer banks — Ally Bank — recently stopped assessing overdraft fees altogether. Diane Morais, Ally Bank’s president of consumer and commercial banking, said that one reason is because NSF Fees disproportionately affect people who are living paycheck to paycheck and that NSF Fees disproportionately affect Black and Latino households. *Overdraft Fees Are Getting the*

Boot at Ally Financial, The Wall Street Journal (June 2, 2021), <https://www.wsj.com/articles/overdraft-fees-are-getting-the-boot-at-ally-financial-11622631600> (last accessed June 4, 2021).

6. Indeed, Black households and those with low-to-moderate incomes are almost twice as likely to incur NSF Fees as white households or those with higher incomes, according to a report from the Financial Health Network, a research firm partly funded by financial institutions.

PARTIES

7. Plaintiff Eusebio B. Bonifacio, Jr. is a citizen and resident of Guam.

8. Defendant Bank of Guam is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative class. Bank of Guam has \$3 billion in assets, is headquartered in Hagatna, Guam, and maintains branch locations across the territory of Guam.

JURISDICTION AND VENUE

9. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (1) the proposed Class is comprised of at least 100 members; (2) at least one member of the proposed class resides outside of Guam; and (3) the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs.

10. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Bank of Guam is subject to personal jurisdiction here and regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims

asserted herein occurred in this district.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. BANK OF GUAM CHARGES MORE THAN ONE FEE ON THE SAME TRANSACTION

11. Bank of Guam's Account Documents allow Bank of Guam to charge a *single* \$25 NSF Fee when a transaction is returned for insufficient funds or paid despite insufficient funds.

12. Bank of Guam breaches its Account Documents by charging more than one \$25 NSF Fee on the same transaction, since the contract explicitly states — and reasonable consumers understand — that the same transaction can only incur a single NSF Fee.

13. A recent Washington Post article discussed predatory overdraft fees, labeling NSF fees like those Bank of Guam imposes as “indefensible” because “the customer gets hit with multiple charges for the same item.” *I bought my kids dinner – and saw firsthand how overdraft fees punish the poor*, The Washington Post (October 1, 2021), https://www.washingtonpost.com/outlook/i-bought-my-kids-dinner--and-saw-firsthand-how-overdraft-fees-punish-the-poor/2021/09/30/32383c40-216e-11ec-b3d6-8cdebe60d3e2_story.html (last accessed October 8, 2021). The banks “are charging a fee for doing literally nothing.... [T]his is like asking a friend if I can borrow \$20, only to have him take \$10 out of my wallet for turning down my request.” *Id.*

14. Bank of Guam's abusive practices are not standard within the financial services industry. Indeed, major banks like Wells Fargo — one of the largest consumer banks in the country — charge one NSF Fee per item, even if that item is resubmitted for

payment multiple times. And while some other banks engage in the same practices as Bank of Guam, their members agree to terms authorizing the fee practice.

15. Bank of Guam's Account Documents do not say that Bank of Guam may repeatedly charge customers multiple fees on a single transaction. To the contrary, the Account Documents indicate Bank of Guam will only charge a single NSF Fee on a transaction.

A. Plaintiff's Experiences.

16. In support of his claim, Plaintiff offers examples of fees that should not have been assessed against his checking account. As alleged below, Bank of Guam: (a) reprocessed previously declined transactions; and (b) charged an additional fee upon reprocessing.

17. For example, on July 20, 2021, and July 26, 2021, Plaintiff was charged \$25 NSF/OD Fees on transactions which were resubmitted by the merchant for payment without Plaintiff's request to reprocess the transactions.

18. Each merchant request for payment was for a single transaction and, as is laid out in Bank of Guam's Account Documents, should be subject to, at most, a single NSF or OD Fee (if Bank of Guam returned it or paid it).

B. The Imposition of Multiple Fees on a Single Transaction Violates Bank of Guam's Express Promises and Representations.

19. Bank of Guam's Account Documents state that the Bank will assess a single fee of \$25 for a transaction that is returned due to insufficient funds.

20. According to Bank of Guam's Account Documents: Returned Check / ACH - Insufficient Funds / Uncollected Funds: \$25.00 per item returned. **Ex. 1.**

21. The same check, ACH, or other electronic payment on an account is not a new “item” each time it is rejected for payment then reprocessed, especially when — as here — Plaintiff took no action to resubmit the transaction.

22. Even if Bank of Guam reprocesses an instruction for payment, it is still the same item. The Bank’s reprocessing is simply another attempt to effectuate an accountholder’s original order or instruction.

23. As alleged herein, Plaintiff took only a single action to make a single payment; he therefore created only one transaction and may be charged only a single fee.

24. As the disclosures described above show, Plaintiff never agreed that Bank of Guam may assess multiple NSF Fees for a transaction that was returned for insufficient funds and later reprocessed one or more times and returned again.

25. In sum, Bank of Guam promises that one \$25 NSF Fee will be assessed per item, and this must mean all iterations of the same instruction for payment. As such, Bank of Guam breached the contract when it charged more than one fee per transaction.

26. A reasonable consumer would understand that Bank of Guam’s Account Documents permit it to assess an NSF Fee only once per “item.”

27. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which the Bank will either pay (resulting in an overdraft item) or return (resulting in a returned transaction) when it decides there are insufficient funds in the account. Nowhere do Bank of Guam and its customers agree that Bank of Guam will treat

each reprocessing of a check or ACH payment as a separate transaction, subject to additional fees.

28. Customers reasonably understand, based on the language of the Account Documents, that the Bank's attempts to reprocess checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger additional NSF Fees. In other words, it is always the same transaction.

29. Banks like Bank of Guam that employ this abusive multiple fee practice know how to plainly and clearly disclose it. Indeed, other banks and credit unions that engage in this abusive practice require their accountholders to expressly authorize it—something Bank of Guam never did.

30. For example, First Hawaiian Bank engages in the same abusive practices as Bank of Guam, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

**YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO
SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT
MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT
OF A RETURNED ITEM AND RESUBMISSION.**

Terms and Conditions of FHB Online Services, First Hawaiian Bank 40,
<https://bit.ly/2KWMvTg> (last accessed Jan. 28, 2021) (emphasis added).

31. Klein Bank similarly states in its online banking agreement:

[W]e will charge you an NSF/Overdraft Fee each time: (1) a Bill Payment (electronic or check) is submitted to us for payment from your Bill Payment Account when, at the time of posting, your Bill Payment Account is overdrawn, would be overdrawn if we paid the item (whether or not we in fact pay it) or does not have sufficient available funds; or (2) we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your Bill Payment Account. **We will charge an NSF/Overdraft Fee as provided in**

this section regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the bill payment.

Consumer Account Terms and Conditions, Klein Bank 4 (Jan. 2013), <https://bit.ly/2KVChI> (emphasis added).

32. Central Pacific Bank, a leading bank in Hawai'i, states in its deposit account under the "MULTIPLE NSF FEES" subsection:

Items and transactions (such as, for example, checks and electronic transactions/payments) returned unpaid due to insufficient/non-sufficient funds ("NSF") in your account, may be resubmitted one or more times for payment, and a returned item/transaction fee will be imposed on you each time an item and transaction resubmitted for payment is returned due to insufficient/non-sufficient funds.

Miscellaneous Fee Schedule, Central Pacific Bank 1 (Jan. 4. 2021), <https://www.cpb.bank/media/2776/fee-001.pdf> (last accessed June 4, 2021).

33. BP Credit Union likewise states: "We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item." *Membership and Account Agreement*, BP Federal Credit Union, ¶ 14(a), <https://www.bpcfuc.org/images/docs/membership-agreement.pdf> (last accessed June 4, 2021).

34. Regions Bank likewise states:

If an item is presented for payment on your account at a time when there is an insufficient balance of available funds in your account to pay the item in full, you agree to pay us our charge for items drawn against insufficient or unavailable funds, whether or not we pay the item. If any item is presented again after having previously been returned unpaid by us, you agree to pay this charge for each time the item is presented for payment and the balance of available funds in your account is insufficient to pay the item.

Deposit Agreement, Regions Bank 18 (2018), <https://bit.ly/2L0vx6A> (last accessed June 4, 2021).

35. Andrews Federal Credit Union states:

You understand and agree that a merchant or other entity may make multiple attempts to resubmit a returned item for payment. Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to use for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

Terms & Conditions, Andrews Federal Credit Union 17 (Aug. 2020), ¶ 6, <https://bit.ly/3iXEdHb> (last accessed June 4, 2021).

36. Consumers Credit Union states:

Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.

Member Services Guide, Consumers Credit Union 5 (Apr. 2020), ¶ 11a, <https://bit.ly/3iVM1ta> (last accessed June 4, 2021).

37. Wright Patt Credit Union states:

Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and represented regardless of the number of times an item is presented or represented to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.

Important Account Information, Wright Patt Credit Union 13 (July 2020), ¶ 6.1, (last accessed June 4, 2021).

38. Railroad & Industrial Federal Credit Union states:

Consequently, because we may charge an NSF fee for an NSF item each time it is presented, we may charge you more than one NSF fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.

Important Account Information for Our Members, Railroad & Industrial Federal Credit Union, p. 2, (Aug. 1, 2019), <https://bit.ly/3t5ehhF> (last accessed June 4, 2021).

39. Partners 1st Federal Credit Union states:

Consequently, because we may charge a fee for an NSF item each time it is presented, we may charge you more than one fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.

Consumer Membership & Account Agreement, Partners 1st Federal Credit Union, p. 11 (Sept. 15, 2019), <https://bit.ly/39pDZWb> (last accessed March 2, 2021).

40. Members First Credit Union states:

We reserve the right to charge an Non-Sufficient Funds Fee (NSF Fee) each time a transaction is presented if your account does not have sufficient funds to cover the transaction at the time of presentment and we decline the transaction for that reason. **This means that a transaction may incur more than one Non-Sufficient Funds Fee (NSF Fee) if it is presented more than once . . .** we reserve the right to charge a Non-Sufficient Funds (NSF Fee) for both the original presentment and the representment[.]

Membership and Account Agreement, Members First Credit Union of Florida 3, <https://bit.ly/39rRJ2Y> (last accessed March 2, 2021).

41. Community Bank, N.A. states:

We cannot dictate whether or not (or how many times) a merchant will submit a previously presented item. You may be charged more than one Overdraft or NSF Fee if a merchant submits a single transaction multiple times after it has been rejected or returned.

Overdraft and Unavailable Funds Practices Disclosure, Community Bank 5 (Nov. 12, 2019), <https://bit.ly/3iY9dH2> (last accessed June 4, 2021).

42. RBC Bank states:

We may also charge against the Account an NSF fee for each item returned or rejected, including for multiple returns or rejections of the same item.

Service Agreement for Personal Accounts, RBC Bank 13 (Sept. 17, 2014), <https://bit.ly/3otUtko> (last accessed June 4, 2021).

43. Diamond Lakes Credit Union states,

Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

Membership and Account Agreement, Diamond Lakes Federal Credit Union, <https://bit.ly/39o2P94> (last accessed June 4, 2021).

44. Parkside Credit Union states,

If the Credit Union returns the item, you will be assessed an NSF Fee. Note that the Credit Union has no control over how many times an intended payee may resubmit the same check or other item to us for payment. In the event the same check or other item is presented for payment on more than one occasion, your account will be subject to an additional charge on each occasion that the item is presented for payment. There is no limit to the total fees the Credit Union may charge you for overdrawing your account.

Membership and Account Agreement, Parkside Credit Union 21 (Jan. 30, 2020), <https://bit.ly/3aaXfpG> (last accessed March 2, 2021).

45. Bank of Guam provides no such disclosure, and by not doing so, deceives its accountholders.

C. The Imposition of Multiple Fees on a Single Transaction Breaches Bank of Guam's Duty of Good Faith and Fair Dealing.

46. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are vested with a discretionary power over the other party. Further, as to bank transactions, the Uniform Commercial Code ("UCC") — which has been adopted by all states as well as Guam — mandates good faith and fair dealing. As such, when a party such as Bank of Guam gives itself discretion to act, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations and means that the Bank is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the Bank has a duty to honor transaction requests in a way that is fair to Plaintiff and its other customers and is prohibited from exercising its discretion to pile on ever greater penalties.

47. Here — in the adhesion agreements Bank of Guam foisted on Plaintiff and its other customers — Bank of Guam has provided itself numerous discretionary powers affecting customers' bank accounts. But instead of exercising that discretion in good faith and consistent with consumers' reasonable expectations, the Bank abuses that discretion to take money out of consumers' accounts without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

48. Bank of Guam exercises its discretion in its own favor — and to the prejudice of Plaintiff and its other customers — when it defines “item” in a way that directly leads to more NSF Fees. Further, Bank of Guam abuses the power it has over customers and their bank accounts and acts contrary to their reasonable expectations under the Account Documents. This is a breach of the Bank’s implied covenant to engage in fair dealing and act in good faith.

49. By exercising its discretion in its own favor — and to the prejudice of Plaintiff and other customers — by charging more than one fee on a single transaction, Bank of Guam breaches the reasonable expectation of Plaintiff and other customers and in doing so violates the implied covenant to act in good faith.

50. It was bad faith and totally outside Plaintiff’s reasonable expectations for Bank of Guam to use its discretion to assess multiple NSF Fees for a single attempted payment.

CLASS ACTION ALLEGATIONS

51. Plaintiff brings this action on behalf of himself, and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23. The proposed classes are defined as:

52. Plaintiff brings this action on behalf of himself and on behalf of all others similarly situated. The Class is defined as:

All Bank of Guam checking account holders who, during the applicable statute of limitations, were charged multiple fees on the same item (the “Class”).

53. Excluded from the Class are Defendant, Defendant's subsidiaries and affiliates, their officers, directors and member of their immediate families and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

54. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or to add a subclass(es), if necessary, before this Court determines whether certification is appropriate.

55. The questions here are ones of common or general interest such that there is a well-defined community of interest among the members of the Class. These questions predominate over questions that may affect only individual class members because Bank of Guam has acted on grounds generally applicable to the class. Such common legal or factual questions include, but are not limited to:

- a) Whether Bank of Guam charged multiple fees on a single transaction;
- b) Whether the conduct enumerated above violates the contract;
- c) Whether the conduct enumerated above violates the covenant of good faith and fair dealing; and
- d) The appropriate measure of damages.

56. The parties are numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the Class consists of thousands of members or more, the identity of whom are within the exclusive knowledge of and can be ascertained only by resort to Bank of Guam's records. Bank of Guam has the administrative capability through its computer systems and other records to identify all members of the

Class, and such specific information is not otherwise available to Plaintiff.

57. It is impracticable to bring members of the Class's individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

58. Plaintiff's claims are typical of the claims of the other members of the Class in that they arise out of the same wrongful business practices by Bank of Guam, as described herein.

59. Plaintiff is a more than adequate representative of the Class in that Plaintiff is a Bank of Guam checking accountholder and has suffered damages as a result of Bank of Guam's contract violations. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of himself and all others similarly situated and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of accountholders against financial institutions;
- b) There is no conflict of interest between Plaintiff and the unnamed members of the Class;
- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

60. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its maintenance as a class action.

61. Bank of Guam has acted or refused to act on grounds generally applicable to the class, thereby making appropriate corresponding declaratory relief with respect to the Class as a whole.

62. All conditions precedent to bringing this action have been satisfied and/or waived.

BREACH OF CONTRACT INCLUDING THE COVENANT OF GOOD FAITH AND FAIR DEALING (Individually and on Behalf of the Class)

63. Plaintiff repeats and incorporates all of the preceding allegations as if fully set forth herein.

64. Plaintiff, and all members of the proposed Class contracted with Bank of Guam for checking account services, including debit card services.

65. Bank of Guam breached promises made to Plaintiff and all members of the proposed class when as described herein, Bank of Guam charged multiple fees on a single transaction.

66. In addition, there exists an implied covenant of good faith and fair dealing in all contracts that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and

abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

67. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

68. The implied covenant of good faith and fair dealing applies to the performance and enforcement of contracts, limits the parties' conduct when their contract defers decision on a particular term, omits terms, or provides ambiguous terms.

69. Bank of Guam has breached the covenant of good faith and fair dealing and abused its discretion in its contract as described herein. Specifically, Bank of Guam should not have used its discretion to charge multiple fees on a single transaction. The Account Documents do not have a contract term permitting multiple NSF Fees on the same transaction, and the documents are otherwise ambiguous as to any right for Bank of Guam to charge multiple fees on the same transaction.

70. Plaintiff and all members of the proposed Class have performed all, or substantially all, of the obligations imposed on them under the contract.

71. Plaintiff and all members of the proposed Class have sustained damages as a result of Bank of Guam's breaches of the contract.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands a jury trial on all claims so triable and judgment as follows:

- a) Certification for this matter to proceed as a class action on behalf of the Class;
- b) Declaring Bank of Guam's NSF/OD Fee policies and practices to be in breach of its contract with account holders;
- c) Restitution of all NSF/OD Fees improperly paid to Bank of Guam by Plaintiff and the members of the Class, as a result of the wrongs alleged herein in an amount to be determined at trial;
- d) Actual damages in an amount according to proof;
- e) Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;
- f) For costs and attorneys' fees under the common fund doctrine, and all other applicable law; and
- g) Such other relief as this Court deems just and proper.

Respectfully submitted on April 8, 2022.

RAZZANO WALSH & TORRES, P.C.

By: 

JOSHUA D. WALSH
JOSEPH C. RAZZANO

*Attorneys for Plaintiff,
EUSEBIO B. BONIFACIO, JR.,
individually and on behalf of himself and
all others similarly situated*

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Respectfully submitted on April 8, 2022.

RAZZANO WALSH & TORRES, P.C.

By: _____


JOSHUA D. WALSH

JOSEPH C. RAZZANO

Attorneys for Plaintiff,

EUSEBIO B. BONIFACIO, JR.,

*individually and on behalf of himself and
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