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Attorney for Plaintiff and Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LETICIA DOBBINS, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

READY CREDIT CORPORATION d/b/a
ReadyCARD,

Defendant.

Case No. 25STCV13816

**FIRST AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiff Leticia Dobbins ("Plaintiff"), on behalf of the putative Class, by her undersigned
counsel, and for her Class Action Complaint against Defendant Ready Credit Corporation d/b/a
ReadyCARD, alleges as follows:

PRELIMINARY STATEMENT

1. This is a proposed class action seeking monetary damages, restitution, and
injunctive and declaratory relief from Defendant Ready Credit Corporation d/b/a ReadyCARD

FILED
Superior Court of California
County of Los Angeles

06/25/2025

David W. Slayton, Executive Officer/Clerk of Court

By: M. Arellanes Deputy

1 (“Defendant” or “Ready Credit”), a company which owns and operates “reverse ATM” machines
2 at certain venues, turning cash currency into non-reloadable ReadyCARD debit cards.

3 2. Especially since the COVID-19 pandemic, many merchants and venues have
4 stopped accepting cash as a valid means of payment. This poses a severe hardship for the
5 approximately one in ten Americans that use cash as their primary mode of transacting, either
6 due to difficulty is obtaining debit or credit cards because they are unbanked, or by choice.

7 3. In steps Ready Credit, which places its “reverse ATM” machines in venues and
8 merchants who refuse to accept cash. The Ready Credit kiosks allow consumers to insert cash
9 and receive a ReadyCARD debit card in return, which the consumer can then use to make
10 purchases at the venue or merchant that does not accept cash.

11 4. But as discussed below, the kiosk representations and the design of the card itself
12 are engineered to ensure it is unlikely and virtually impossible for consumers to use the entirety
13 of the balances on those cards, so that Ready Credit can consume the remainder of the balances
14 with undisclosed and deceptive monthly fees.

15 5. More specifically, the Ready Credit kiosks promise free or low-fee debit cards.
16 That representation is false because in fact monthly fees for use of the card begin after three
17 months, at a \$3.95 per month fee.

18 6. Consumers are virtually assured of paying such monthly fees because the cards are
19 non-reloadable, making it very difficult to consume the entire balance of the card.

20 7. As described below, each step of the process is designed to a) deceive consumers
21 into purchasing a ReadyCARD and b) ensure that an unused balance remains on that card, which
22 Defendant can consume with its \$3.95 monthly fees.

23 8. In sum, the cards are designed to ensure rump balances are left unused, and to
24 ensure funds exist to debit monthly fees, Defendant makes the cards non-reloadable and non-
25 refillable, ensuring small balances remain.

26 9. The assessment of the monthly fees contradicts the promises at the kiosk that use
27 of the card is free. Defendant knows full well it will begin to assess monthly fees after three
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1 months, that many consumers cannot use the entire balance, and that many consumers will forget
2 the cards exist, meaning the balances are ultimately forfeited to Defendant. None of this is
3 disclosed.

4 10. By hiding the presence of monthly fees and designing the purchase and function of
5 the ReadyCARD to ensure unused balances, Defendant has raked in millions of dollars of such
6 fees from consumers.

7 11. As a result of Defendant's unfair and deceptive conduct, Plaintiff and the proposed
8 class have suffered damages. They purchased ReadyCARDS, and did so in amounts they would
9 not have, had they not been drawn in by Defendant's deceptive bait-and-switch scheme.

10 12. Defendant should not be allowed to profit from this deception. Plaintiff seeks
11 damages and, among other remedies, injunctive relief that accurately and prominently discloses
12 the truth about ReadyCARD's functioning and monthly fees.

13 **PARTIES**

14 13. Plaintiff Leticia Dobbins is a resident and a citizen of the city of Lancaster, County
15 of Los Angeles, state of California.

16 14. Defendant Ready Credit offers a reverse ReadyCARD ATMs at locations across
17 the country. It is headquartered in Minnesota.

18 **JURISDICTION AND VENUE**

19 15. This Court has jurisdiction over this action pursuant to Cal. Code Civ. Proc. §
20 410.10 and Cal. Bus. & Prof. Code §§ 17203-17204, 17604. This action is brought as a class
21 action on behalf of Plaintiff and Class members pursuant to Cal. Code Civ. Proc. § 382.

22 16. This Court has personal jurisdiction over Defendant because Defendant regularly
23 and systematically conducts business in California installing its "reverse ReadyCARD ATM"
24 machines at certain venues in California including the County of Los Angeles. Further,
25 Defendant is a company authorized to conduct business in this state. Further, Defendant
26 intentionally avails itself of the California market, including in the County of Los Angeles, which
27 has caused both obligations and liability of Defendant to arise in the County of Los Angeles.

1 17. Venue is proper in this Court pursuant to Cal. Code Civ. Proc. §§ 395 and 395.5
2 because Defendants regularly conduct business in this county, and unlawful acts or omissions
3 have occurred in this county.

4 18. The amount in controversy exceeds the jurisdictional minimum of this Court.

5 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

6 **A. Overview**

7 19. Since the COVID-19 pandemic, many merchants and venues have stopped
8 accepting cash as a valid means of payment. This poses a severe hardship for the approximately
9 one in ten Americans that use cash as their primary mode of transacting, either due to difficulty
10 is obtaining debit or credit cards because they are unbanked, or by choice.

11 20. This amounts to a penalty on people who prefer paying cash. Though it is more
12 common to buy things with cards and mobile devices, cash remains the third-most popular way
13 to pay, accounting for 16% of all payments in 2023, according to the Federal Reserve. That's
14 down 2 percentage points from the year before, continuing a steady decline that accelerated
15 during the pandemic.

16 21. Roughly six out of 10 Americans say that in a typical week at least some of their
17 purchases are paid for using cash, according to Pew Research Center.

18 22. Cashless businesses can be a burden for older or lower-income shoppers who are
19 less likely to have access to digital payments. They also pose challenges for younger people who
20 have not yet set up credit cards or bank accounts.

21 23. In steps Ready Credit, which places its "reverse ReadyCARD ATM" machines in
22 venues and merchants who refuse to accept cash. The Ready Credit kiosks allow consumers to
23 insert cash and receive a ReadyCARD debit card in return, which the consumer can then use to
24 make purchases at the venue or merchant that does not accept cash.

25 24. Ready Credit balances are assessed a \$3.95 Monthly Fee after three months from
26 purchase of the card.

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1 **B. The ReadyCARD Purchase Process is Deceptive**

2 25. Having been refused the ability to make a purchase with cash, merchants and
3 venues that do not accept cash direct consumers to Ready Credit kiosks.

4 26. The kiosks accept certain denominations of U.S. currency.

5 27. Screen prompts on Ready Credit kiosks urge users to put more money than they
6 were planning into the machine, to ensure users have enough funds in case of tax for the items
7 they want to buy.

8 28. Screen prompts at labels on kiosks promise that ReadyCARDS are fee-free or a a
9 flat fee.

10 29. The limited on-screen disclosures fail to disclose the truth about ReadyCARDS,
11 including the presence of monthly fees.

12 30. Importantly, once money is inserted it cannot be returned, even if a consumer were
13 to change his or her mind.

14 31. For example, no disclosure fairly and adequately informs consumers prior to
15 insertion of cash that, in fact, the cards are not free or a flat-rate fee because monthly fees are
16 assessed beginning after three months.

17 32. Similarly, no disclosure informs consumers prior to insertion of cash that they are
18 likely never to receive the full value of the cash inserted in the kiosk, due to the general
19 difficulty—a difficulty that Ready Credit knows but keeps secret from consumers—of using up
20 small balances on any prepaid card.

21 33. One reason almost no prepaid cards have balances is that “split tenders” are
22 generally not allowed by most merchants and online sellers. In other words, most sellers don’t
23 allow consumers to use a second debit or credit card to pay for the difference.

24 34. Further, no disclosure fairly and adequately informs consumers prior to insertion
25 of cash that the card is not reloadable, making it exceedingly likely that consumers will be left
26 with unused rump balances on cards—rump balances that will ultimately be collected by
27 Defendant.
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35. Defendant knows that consumers are likely to forfeit funds on the ReadyCARDS to Defendant, but Defendant does not disclose that it ultimately keeps significant portions of ReadyCARD purchases.

36. Defendant's inadequate disclosures, including of the \$3.95 Monthly Fee, also violate the CFPB's prepaid card rule.

37. Under the Consumer Financial Protection Bureau's (CFPB) Prepaid Rule, vendors of prepaid cards have to disclose the costs of any card before purchase.

38. The Prepaid Rule requires pre-purchase disclosures for prepaid cards. 12 CFR 1005.18(b).

39. Before a consumer acquires a prepaid account, the vendor must provide a short form disclosure, a long form disclosure, and certain information disclosed outside of but in close proximity to the short form disclosure. Formatting requirements include font size requirements measured in both font size and pixels, and range from six points (8 pixels) to 15 points (21 pixels).

40. The disclosure must include certain fees and other information about the prepaid account. 12 CFR 1005.18(b)(2). Regarding fees, the short form requires disclosure of "static fees," "revenue-based fees," and other information including monthly fees and/or dormancy fees.

41. Defendant fails to adequately and fairly provide such required disclosures.

C. The Monthly Fee is a Junk Fee That Violates Federal Guidance.

42. ReadyCARD's Monthly Fee is precisely the type of "Junk Fee" that has come under government scrutiny in recent years:

Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the register, they discover that price was never really available. Junk fees harm consumers and actively undermine competition by making it impractical for consumers to compare prices, a linchpin of our economic system.

The White House, The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition, March 5, 2024, available at <https://www.whitehouse.gov/cea/written->

1 materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-
2 competition/#_ftnref3.

3 As the Federal Trade Commission said recently in its effort to combat Junk Fees,
4 [M]any consumers said that sellers often do not advertise the total amount they will
5 have to pay, and disclose fees only after they are well into completing the transaction.
6 They also said that sellers often misrepresent or do not adequately disclose the nature
or purpose of certain fees, leaving consumers wondering what they are paying for or if
they are getting anything at all for the fee charged.

7 Federal Trade Commission, FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit
8 hidden and falsely advertised fees, , October 11, 2023, available at [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees)
9 [events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees](https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees).

10 43. Just this year, California expanded its Consumer Legal Remedies Act (“CLRA”)
11 was amended to make illegal “drip pricing,” which involves advertising a price that is less than
12 the actual price that a consumer will have to pay for a good or service. California Civil Code
13 Section 1770(a)(29). Under the new California law, it is now illegal to advertise a low price for
14 a product, only for that product to be subject to additional or mandatory fees later.

15 44. The Monthly Fee provides no additional value to consumers.

16 45. Defendant imposes undisclosed, deceptive, and unfair junk fees on consumers who
17 are coerced into purchasing ReadyCARDS by merchants who partner with Ready Credit and who
18 refuse to accept cash.

19 **D. Plaintiff Dobbins’ Experience**

20 46. In October 2024, Plaintiff deposited \$95 into a Ready Credit reverse ATM at
21 Knott’s Berry Farm in California. She was provided a ReadyCARD with the last four digits of
22 4317.

23 47. At the time she deposited money into the reverse ATM, the Monthly Fee was
24 hidden and not disclosed to her, and she was not reasonably warned that due to the unreloadable
25 nature of the card, she was exceedingly likely to have a leftover balance on the card that would
26 forfeit to ReadyCARD.

7 CLASS ALLEGATIONS

0 All consumers who, during the applicable statute of limitations, were
1 charged a Monthly Fee by Defendant.

52. The Nationwide Class and alternative state subclass defined above are collectively referred to herein as the “Classes.” Plaintiff reserves the right to modify or amend the definitions of the proposed Classes before the Court determines whether certification is appropriate.

54. The members of the Classes are so numerous that joinder is impractical. The Classes consist of at least thousands of members, the identity of whom is within the knowledge of, and can be ascertained only by resort to, Defendant's records.

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1 all members of the Classes and represents a common thread of unfair and unconscionable conduct
2 resulting in injury to all members of the Classes. And Defendant has no unique defenses that
3 would apply to Plaintiff and not the Classes.

4 56. There are numerous questions of law and fact common to the Classes and those
5 common questions predominate over any questions affecting only individual members of the
6 Classes.

7 57. The questions of law and fact common to the Classes include, but are not limited
8 to, the following:

- 9 a. Whether Defendant's assessment of Monthly Fees was unfair, deceptive, or
10 misleading;
11 b. Whether Defendant's assessment of Monthly Fees violated the Electronic Funds
12 Transfer Act;
13 c. The proper method or methods by which to measure damages and/or restitution
14 and/or disgorgement; and
15 d. Whether Plaintiff and the Classes are entitled to declaratory and injunctive relief
16 and the nature of that relief.

17 58. Plaintiff's claims are typical of the claims of other members of the Classes, in that
18 they arise out of the same wrongful Monthly Fee policies and practices. Plaintiff has suffered the
19 harm alleged and has no interests antagonistic to the interests of any other member of the Classes.

20 59. Plaintiff is committed to the vigorous prosecution of this action and has retained
21 competent counsel experienced in the prosecution of class actions and, in particular, consumer
22 class actions against financial institutions. Accordingly, Plaintiff is an adequate representative
23 and will fairly and adequately protect the interests of the Classes.

24 60. A class action is superior to other available methods for the fair and efficient
25 adjudication of this controversy. Since the amount of each individual member of the Classes'
26 claim is small relative to the complexity of the litigation, and due to the financial resources of
27 Defendant, no member of the Classes could afford to seek legal redress individually for the claims
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1 alleged herein. Therefore, absent a class action, the members of the Classes will continue to
 2 suffer losses and Defendant's misconduct will proceed without remedy.

3 61. Even if members of the Classes themselves could afford such individual litigation,
 4 the court system could not. Given the complex legal and factual issues involved, individualized
 5 litigation would significantly increase the delay and expense to all parties and to the Court.
 6 Individualized litigation would also create the potential for inconsistent or contradictory rulings.
 7 By contrast, a class action presents far fewer management difficulties, allows claims to be heard
 8 which might otherwise go unheard because of the relative expense of bringing individual
 9 lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive
 10 supervision by a single court.

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

13 63. Defendant has acted or refused to act on grounds generally applicable to each of
 14 the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief
 15 with respect to each Classes as a whole.

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

17 **CLAIMS FOR RELIEF**

18 **FIRST CLAIM FOR RELIEF**

19 **Unjust Enrichment**

20 **(On behalf of Plaintiff and the Class)**

21 65. Plaintiff repeats and re-alleges the above allegations as if fully set forth herein.

22 66. To the detriment of Plaintiff and the Class, Defendant has been, and continues to
 be, unjustly enriched as a result of its wrongful conduct alleged herein.

23 67. Plaintiff and the Class conferred a benefit on Defendant when they paid Defendant
 24 the Monthly Fee, which they did not agree to and could not reasonably avoid.

25 68. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits,
 26 which under the circumstances, would be unjust to allow Defendant to retain.

27 69. Defendant's unjust enrichment is traceable to, and resulted directly and
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proximately from, the conduct alleged herein.

70. Plaintiff and the Class, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

SECOND CLAIM FOR RELIEF
Violation of Minnesota Prevention of Consumer Fraud Act (“CFA”)
Minn. Stat § 325F.68, *et seq.*
(On Behalf of the Class)

71. Plaintiff repeats and re-alleges the above allegations as if fully set forth herein.

72. The claim for relief is asserted under the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.*

73. Plaintiff and Defendant are “persons” as defined in the Minnesota Prevention of Consumer Fraud Act, section 325F.68(3).

74. Defendant’s ReadyCARD is “merchandise” as defined in Minnesota Prevention of Consumer Fraud Act, section 325F.68(2).

75. The Minnesota Prevention of Consumer Fraud Act provides that “[t]he act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined . . .” Minn. Stat. § 325F.69(1).

76. Defendant engaged in unfair and deceptive acts and practices relating to the imposition of the challenged fees and forfeiting of balances on ReadyCARDS, in violation of Minn. Stat. § 325F.69. Specifically, Defendant misrepresents to consumers its practice of adding monthly fees to its ReadyCARDS and that consumers are unable to use or transfer any remaining balance to another account, which artificially inflates the true cost of its ReadyCARD service, as alleged above.

77. Defendant engaged in such acts and omissions intended that Plaintiff and the Class would rely on their misrepresentations and omissions in signing up for an ReadyCARD Service with Defendant.

78. Plaintiffs and the Class relied on Defendant's misrepresentations and omissions to their detriment.

79. Defendant's acts and practices proximately caused injury to Plaintiff and the Class, and they are entitled to, inter alia, damages, injunctive relief, declaratory relief, costs and attorneys' fees pursuant to Minn. Stat. § 325F.70(3)

THIRD CLAIM FOR RELIEF
Violation of California's Unfair Competition Law
(Cal. Bus. & Prof. Code § 17200, et seq.)
(On Behalf of Plaintiff and the California Subclass)

81. Plaintiff repeats and re-alleges the above allegations as if fully set forth herein.

82. Defendant's conduct described herein violates the Unfair Competition Law ("UCL"), codified at California Business and Professions Code section 17200, *et seq.*

83. The UCL prohibits, and provides civil remedies for, unfair competition. Its purpose is to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services. In service of that purpose, the Legislature framed the UCL's substantive provisions in broad, sweeping language.

84. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such practices occurred.

85. A business act or practice is "unfair" under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications, and motives of the practice against the gravity of the harm to the alleged victims.

86. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the public.

87. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

88. Defendant committed unfair and fraudulent business acts and practices in violation

1 of Cal. Bus. & Prof. Code § 17200, *et seq.*, by affirmatively and knowingly misrepresenting that
2 the presence and nature of its Monthly Fees and the functioning of the ReadyCARD.

3 89. Defendant's acts and practices offend an established public policy of truthful
4 advertising in the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous
5 activities that are substantially injurious to consumers.

6 90. The harm to Plaintiff and the California Subclass outweighs the utility of
7 Defendant's practices. There were reasonably available alternatives to further Defendant's
8 legitimate business interests, other than the misleading and deceptive conduct described herein.

9 91. Defendant's conduct also constitutes an "unlawful" act under the UCL because it
10 also constitutes a violation of sections 1770(a)(5) and (a)(9) of the California Consumer Legal
11 Remedies Act ("CLRA"), Cal. Civ. Code section 1750, *et seq.*, and because it violates Regulation
12 E of the federal Electronic Funds Transfer Act.

13 92. Defendant's business practices have misled Plaintiff and the proposed California
14 Subclass and, unless enjoined, will continue to mislead them in the future.

15 93. Plaintiff relied on Defendant's misrepresentations in making her purchase of a
16 ReadyCARD.

17 94. By falsely marketing ReadyCARDS at kiosks, Defendant deceived Plaintiff and
18 California Subclass members into making purchases they otherwise would not make.

19 95. As a direct and proximate result of Defendant's unfair, fraudulent, and unlawful
20 practices, Plaintiff and California Subclass members suffered and will continue to suffer actual
21 damages. Defendant's fraudulent conduct is ongoing and presents a continuing threat to Plaintiff
22 and California Subclass members that they will be deceived. Plaintiff desires to conduct further
23 business with Defendant but cannot rely on Defendant's representations unless an injunction is
24 issued.

25 96. As a result of its unfair, fraudulent, and unlawful conduct, Defendant has been
26 unjustly enriched and should be required to disgorge its unjust profits and make restitution to
27 Plaintiff and California Subclass members pursuant to Cal. Bus. & Prof. Code § 17203 and
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1 17204.

2 97. Pursuant to Business & Professions Code §§ 17203 and 17500, Plaintiff and the
3 members of the California Subclass, on behalf of the general public, seek an order of this Court
4 enjoining Defendant from continuing to engage, use, or employ their unfair, unlawful, and
5 fraudulent practices.

6 98. Plaintiff has no adequate remedy at law in part because Defendant's conduct is
7 continuing. Plaintiff therefore seeks an injunction on behalf of the general public to prevent
8 Defendant from continuing to engage in the deceptive and misleading practices described herein.

9 **FOURTH CLAIM FOR RELIEF**
10 **Violation of the Electric Fund Transfer Act ("EFTA"), 15 U.S.C. § 1693 *et seq.***
(On Behalf of the Class)

11 99. Plaintiff realleges and incorporates herein by reference the allegations contained in
12 all preceding paragraphs, and further allege as follows:

13 100. The primary objective of EFTA is "the protection of individual consumers
14 engaging in electronic fund transfers and remittance transfers." 12 C.F.R. § 1005.1(b).

15 101. Under the Consumer Financial Protection Bureau's (CFPB) Prepaid Rule, vendors
16 of prepaid cards have to disclose the costs of any card before purchase.

17 102. The Prepaid Rule requires pre-purchase disclosures for prepaid cards. 12 CFR
18 1005.18(b).

19 103. Before a consumer acquires a prepaid account, the vendor must provide a short
20 form disclosure, a long form disclosure, and certain information disclosed outside of but in close
21 proximity to the short form disclosure. Formatting requirements include font size requirements
22 measured in both font size and pixels, and range from six points (8 pixels) to 15 points (21 pixels).

23 104. The disclosure must include certain fees and other information about the prepaid
24 account. 12 CFR 1005.18(b)(2). Regarding fees, the short form requires disclosure of "static
25 fees," "revenue-based fees," and other information including monthly fees and/or dormancy fees.

26 105. Defendant fails to adequately and fairly provide such required disclosures.

27 106. As such, Plaintiff and Class Members are each entitled to (i) actual damages; (ii)
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1 treble damages; (iii) the lesser of \$500,000.00 or one percent (1%) of the net worth of
 2 ReadyCARD; and (iv) reasonable attorneys' fees and costs. 15 U.S.C. §§ 1693f(e)(2),
 3 1693m(a)(2)(B)–(3).

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff and the members of the Class seek an Order:

- 6 1. Certifying the proposed Classes;
- 7 2. Declaring that Defendant is financially responsible for notifying the Class members
 8 of the pendency of this suit;
- 9 3. Declaring the Defendant has committed the violations of law alleged herein;
- 10 4. Providing for any and all injunctive relief the Court deems appropriate;
- 11 5. Awarding statutory damages in the maximum amount for which the law provides;
- 12 6. Awarding monetary damages, including but not limited to any compensatory,
 13 incidental, or consequential damages in an amount that the Court or jury will determine, in
 14 accordance with applicable law;
- 15 7. Providing for any and all equitable monetary relief the Court deems appropriate;
- 16 8. Awarding punitive or exemplary damages in accordance with proof and in an
 17 amount consistent with applicable precedent;
- 18 9. Awarding punitive or exemplary damages in accordance with proof and in an
 19 amount consistent with applicable precedent;
- 20 10. Awarding Plaintiff her reasonable costs and expenses of suit, including attorneys'
 21 fees;
- 22 11. Awarding pre- and post-judgment interest to the extent the law allows; and
- 23 12. Providing such further relief as this Court may deem just and proper

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DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: June 25, 2025

KALIELGOLD PLLC



By: _____

Jeffrey D. Kalien

Sophia Goren Gold

Amanda J. Rosenberg

Attorneys for Plaintiff and the Proposed Class