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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

DANICA LOVE BROWN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STORED VALUE CARDS, INC. (d/b/a NUMI
FINANCIAL); and CENTRAL NATIONAL
BANK AND TRUST COMPANY, ENID,
OKLAHOMA,

Defendants.

NO. 3:15-cv-01370-MO

**THIRD AMENDED
CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff Danica Love Brown (“Plaintiff” or “Ms. Brown”), on behalf of herself and all others similarly situated, brings this Third Amended Class Action Complaint and Demand for Jury Trial against Defendants Stored Value Cards, Inc. (“Stored Value Cards”) and Central National

Bank and Trust Company, Enid, Oklahoma (“CNB”) (together, “Defendants”).

I. INTRODUCTION

1. Plaintiff was arrested by Portland Police in November 2014, during a peaceful protest of a Missouri grand jury’s decision not to charge Officer Darren Wilson in the shooting death of Michael Brown. Plaintiff was charged with interfering with a peace officer and second-degree disorderly conduct. She was jailed for eight hours at the Multnomah County Detention Center. When booked into custody at the Multnomah County Detention Center, she possessed approximately \$30, which was confiscated and held for her until she was released. When released from custody, however, she did not receive her cash back. Instead, she was required to accept a prepaid debit card loaded with the confiscated amount. That card was issued by Defendants and bore the insignia “NUMI Financial.”

2. Like Plaintiff, other members of the class have had their cash confiscated by the facilities where they were booked. By law, their money is required to be held in trust and returned when they are released.

3. Defendants are for-profit enterprises that offer to relieve facilities of this obligation in return for obtaining the right to return inmate funds through their prepaid debit cards (“release cards”). This is not an altruistic arrangement. Defendants make millions of dollars from the release cards because of the fees they charge for the simple act of returning money owed to persons released from custody, including fees charged on a weekly basis even if the card is never used.

4. Plaintiff, like other class members, did not have the choice of receiving her cash back with the rest of her personal property. Instead she was given a release card from Defendants. She was not allowed to receive cash or any other form of payment. If Plaintiff and other class members wanted their money returned, they had to take the release card. They approached the release desk expecting the return of their cash but instead became involuntary customers of a

prepaid debit card program that within hours would begin taking fees from the money they were owed.

5. Defendants have engaged in a pattern of unlawful, deceptive, unfair, and illegal profiteering from persons released from jails and prisons. In so doing, Defendants have violated the Fifth Amendment's prohibition against the taking of property without just compensation. Defendants also violated the Electronic Fund Transfer Act's ("EFTA") prohibition against issuing an activated prepaid debit card, such as the release card, unless the recipient specifically requests a card before it is issued and then only if the proposed recipient is provided a copy of the terms and conditions for the card before it is issued. Here, neither Plaintiff nor other class members requested release cards and did not receive copies of the cardholder terms and conditions until after the card was issued (if at all). It is also illegal under the EFTA for the Defendants to charge service fees on their release cards unless the cards had been used for 12 months or more. Defendants illegally began collecting service/maintenance fees within days of issuing the cards.

6. Thus, Plaintiff brings this action on behalf of herself and other releasees who were forced to accept fee-laden release cards from Defendants to obtain money being held for them. Plaintiff and other class members were entitled to receive the money held in trust for them without paying fees and other expenses to Defendants. Nor were the Defendants entitled to impose requirements or obligations on Plaintiff and members of the class that had to be met to avoid having Defendants take money from them.

II. PARTIES

7. Plaintiff Danica Love Brown lives in and is a citizen of Portland, Oregon.

8. Defendant Stored Value Cards, Inc. ("Stored Value Cards") is a California corporation that does business under various trade names, including "NUMI Financial." Defendant Central National Bank & Trust Company, Enid, Oklahoma ("CNB") is an Oklahoma-based

national bank with approximately \$600 million in assets. Stored Value Cards and CNB will be referred to collectively as “Defendants.”

III. JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 because this is a civil action arising under the laws of the United States, namely 42 U.S.C. § 1983 and 15 U.S.C. § 1693.

10. This Court may exercise supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because each Defendant is subject to personal jurisdiction in this District and a substantial part of the events or omissions giving rise to the claim occurred within this District.

IV. FACTS

12. Over 650,000 prisoners are released from state and federal prisons annually. Local jails nationwide process an estimated 11.6 million people each year. The vast majority of these individuals are released from custody shortly after they are booked. Most of the people released from jails are never convicted of any crime.

13. Multnomah County Detention Center, like all jails, prisons, and detention facilities, keeps an inmate’s confiscated cash until his or her release. These funds are kept with the understanding that property will be protected on the inmate’s behalf. In Multnomah County, for example, the Multnomah County Sheriff’s Office explains to prisoners that “Money in your possession or that we receive while you are in the County’s custody will be deposited by the County acting as your representative, into your inmate trust account for your use and benefit.”

14. Traditionally, when individuals are released from jails, prisons, and other detention facilities, their jailers return confiscated funds in the form of cash or check.

15. Multnomah County contracted with Securus Technologies, Inc. in September 2013 to provide various services including “video visitation,” deposit kiosks for direct deposits into inmates’ accounts, and release cards.

16. To meet its obligation to provide release cards, Securus contracted with Defendant Stored Value Cards to administer the release card program. Defendant Stored Value Cards used Defendant CNB as a partner bank to assist in issuing the cards. Defendants then began issuing NUMI prison release cards to inmates to return the money they were owed.

17. The Multnomah County Jail is one of many facilities across the United States who have release card programs operated by Defendant Stored Value Cards and its partner banks, including Defendant CNB.

18. Under Defendant Stored Value Cards’ arrangements with these facilities, Defendant Stored Value Cards and its partner banks, including Defendant CNB, obtain the money held for the Plaintiff and the class members to fund the release cards, which are activated and ready for use before being handed to releasees. Defendants do not obtain permission from Plaintiff or other class members to use their money to fund and initiate the release cards. At the time of their release, Plaintiff and other class members were provided no alternative to receiving back their money other than becoming involuntary customers of Defendant Stored Value Cards’ program.

19. Before Defendants took control of returning money to released inmates at the Multnomah County Jail, the inmates received the first \$100 of money held for them in cash and the remainder of their funds by check. Appropriately, no fees were charged to return the money held in trust for them. Under Defendants’ program, however, fees are paid to Defendants when money is withdrawn from the cards, queries are made regarding the card, including the balance of

funds remaining, and for numerous other transactions and inquiries. So-called “maintenance” or “service” fees are taken from the money on the release cards even if the cards are not used.

20. Defendant Stored Value Cards and its partner banks, including Defendant CNB, assess these fees and impose other obligations on Plaintiff and other class members under the terms and conditions of a “cardholder agreement,” which they claim is provided or made available to the released inmate in paper form or on the Internet. Those terms and conditions do not reflect an agreement between Defendants and Plaintiff or members of the class. Plaintiff and other class members are not required to agree to pay fees or assume other obligations to receive back money they are legally entitled to. Plaintiff and the class members are not contractually bound to the terms in the cardholder agreement, including its arbitration provisions, just because Defendant Stored Value Cards and its partner banks, including Defendant CNB, load an unrequested release card with money owed to them.

21. Plaintiff and the class members had no opportunity to negotiate or modify the terms and conditions imposed by the cardholder agreement and did not even have the choice to reject the cardholder agreement if they wanted to receive back the money they were entitled to.

22. The cardholder agreement is also illegal because the release card was not requested by the recipient before it was activated as required by the Electronic Fund Transfer Act. Because the claimed agreement is illegal, it was void from its inception and unenforceable.

23. Defendant Stored Value Cards markets its release card program to commissary providers such as Securus, jails and other detention facilities, and directly and indirectly to members of the class through traditional media and the Internet. In written materials and electronic media it encourages release card recipients to use the card in various ways resulting in additional fees and profits to Defendant Stored Value Cards and its partner banks, including Defendant CNB.

Defendant Stored Value Cards also has a “Prepaid Card Brand Agreement” with MasterCard International Inc. under which it agreed to “actively market and promote Prepaid Cards which are MasterCard-branded” in exchange for certain benefits provided by MasterCard. The release cards at issue in this case are MasterCard-branded.

V. PLAINTIFF BROWN’S EXPERIENCE

24. Ms. Brown was an adjunct faculty member at Metropolitan State College in Denver, Colorado and was a PhD student in the doctoral program in social work at Portland State University.

25. Ms. Brown was arrested by Portland Police when she was participating in a peaceful protest march through downtown Portland after a Missouri grand jury declined to indict Officer Darren Wilson for the shooting death of Michael Brown. She was charged with interfering with a peace officer and second-degree disorderly conduct. Those charges were ultimately dismissed by the prosecutor.

26. Ms. Brown was arrested at approximately 7 p.m. on November 25, 2014. She was booked into custody at the Multnomah County Detention Center. She had \$30.97 in cash with her, which was confiscated. She was released at 2 a.m. the following morning.

27. When Ms. Brown received back her personal property, however, she did not receive back the cash that had been taken and held for her. Instead she was given a NUMI release card with her funds.

28. Ms. Brown was never asked whether she wanted her money returned in cash or, alternatively, in the form of a fee-laden, preloaded release card. She had no choice to reject the release card and receive cash when she was released. If she did not take the release card, she would not receive back the money she was owed.

29. Ms. Brown was subject to and involuntarily paid fees to Defendants, none of which she consented or agreed to.

30. Ms. Brown received the release card on November 27, 2014. Just five days later, Defendants charged her a \$5.95 “monthly” fee. That same day, Defendants also charged Ms. Brown a \$0.95 service charge.

31. Of the \$30.97 that was confiscated and held for Ms. Brown, \$6.90 – 22% of her total funds – were paid to Defendants for fees.

32. Had Ms. Brown chosen to quickly close her account and receive a check, Defendants would have charged her \$9.95 to do so – 32% of the amount loaded on the release card.

VI. CLASS CLAIMS

33. Defendants have engaged in the same conduct with respect to thousands of released inmates across the United States.

34. Plaintiff brings this action on behalf of herself, and all others similarly situated pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on behalf of the following nationwide Class: All persons in the United States (1) taken into custody at a jail, correctional facility, detainment center, or any other law enforcement facility, (2) entitled to the return of money confiscated from them or remaining in their inmate accounts when they were released from custody, and (3) who had those funds returned through a pre-activated prepaid debit card provided by Defendant Stored Value Cards and/or its partner banks, including Defendant CNB, within one year prior to the filing of the original Complaint in this action, and during its pendency, that was subject to fees, charges, or restrictions. This class shall be referred to as the “Nationwide Class.”

35. Additionally, Plaintiff seeks to represent the following Oregon subclass: All persons (1) taken into custody at a jail, correctional facility, detainment center, or any other law

enforcement facility within the state of Oregon, (2) entitled to the return of money confiscated from them or remaining in their inmate accounts when they were released from custody, and (3) who had those funds returned through a pre-activated prepaid debit card provided by Defendant Stored Value Cards and/or its partner banks, including Defendant CNB, within six years prior to the filing of the original Complaint in this action, and during its pendency, that was subject to fees, charges, or restrictions. This class shall be referred to as the “Oregon Subclass.” The Nationwide Class and the Oregon Subclass are collectively referred to herein as the “Class.”

36. The Nationwide Class and the Oregon Subclass are both so numerous that joinder of all members is impracticable. Each class has more than 1,000 members.

37. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Questions of law and fact common to the Class include but are not limited to:

- a) Did Defendants violate the Electronic Fund Transfer Act by issuing a prepaid fee-laden debit card with money obtained without permission from a consumer when the consumer also did not request that card?
- b) Did Defendants violate the Electronic Fund Transfer Act by obtaining the releasee’s money and activating the release card in the releasee’s name before providing that person the information required by the act?
- c) Did Defendants violate the Electronic Fund Transfer Act by charging fees expressly prohibited by the act?
- d) Did Defendants’ return of detainees’ funds in the form of a fee-laden debit card constitute a taking of their property without just compensation?

e) Did Defendants' failure to return all of the detainees' funds to them support claims of conversion and unjust enrichment against Defendants?

38. Plaintiff's claims are typical of the claims of the other members of the Class she seeks to represent. Defendants' practices targeted and affected all members of the Class in a similar manner as they have sustained damages arising out of Defendants' practices.

39. Plaintiff will fully and adequately protect the interests of all members of the Class. Plaintiff has retained counsel experienced in both complex class action and consumer fraud litigation. Plaintiff has no interests adverse to or in conflict with the interests of the other members of the Class.

40. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all Class members is impracticable. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the courts and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the Class. A class action, on the other hand, would achieve substantial economies of time, effort, and expense, and would assure uniformity of decision with respect to persons similarly situated without sacrificing procedural fairness or bringing about other undesirable results.

41. The interests of the members of the Class in individually controlling the prosecution of separate actions are theoretical rather than practical. The Class has a high degree of cohesion, and prosecution of the action through representatives would be unobjectionable. The damages suffered by the individual Class members may be relatively small. Therefore, the expense and burden of individual litigation make it virtually impossible for Class members to redress the

wrongs done to them. Plaintiff anticipates no difficulty in management of this action as a class action.

VII. FIRST CAUSE OF ACTION: CLAIM FOR WRONGFUL TAKING UNDER THE FIFTH AMENDMENT TO THE UNITED STATES CONSTITUTION (42 U.S.C. § 1983)

42. Plaintiff re-alleges and incorporates by reference all allegations of this Complaint with the same force and effect as if fully restated herein.

43. The Takings Clause of the Fifth Amendment to the United States Constitution states in relevant part that “private property [shall not] be taken for public use, without just compensation.”

44. The Takings Clause is applicable to the states through the Fourteenth Amendment.

45. A governmental user fee that fails to bear a sufficient relationship to the value received or fails to provide a fair approximation of the costs of the benefits supplied – if any – constitutes a taking within the meaning of the Takings Clause.

46. Defendants engaged in state action under color of law by performing the traditional governmental function of returning Plaintiff’s and the Class members’ property through their debit card program. Defendants are persons for whom the State is responsible in that: (a) Multnomah County, and other governmental entities that issue Defendants’ prepaid debit release cards, bore an affirmative obligation upon release of Plaintiff and the Class and to return monies confiscated from them; (b) the state facilities delegated that function to Defendants and gave to Defendants Plaintiff’s and the Class members’ confiscated money; and (c) Defendants voluntarily assumed that obligation by contract. Defendants thereby deprived Plaintiff and the Class of a right, privilege, or immunity protected by the Constitution or the laws of the United States.

47. The state facilities benefited from the actions of its delegee, as Defendants’ business practices allowed the state facilities to administer a “cashless” inmate property release system and

save the costs associated with their own management of the inmate property release system and issuance of checks. The state facilities negotiated their delegation contract with Defendants, and knowingly assented to Defendants' fee structure as a means to transfer its costs onto Plaintiff and the Class.

48. Plaintiff and the Class possessed a constitutionally protected interest in the monies Defendants took from them.

49. Defendants' card user fees are excessive, unreasonable, unrelated to the administration of the users' accounts, and are imposed without regard to what, if any, benefit the users received.

50. Defendants' excessive and unreasonable card fees should be declared to constitute a taking of property in violation of the Fifth Amendment of the United States Constitution.

51. Defendants should be ordered to compensate Plaintiff and the Class for the taking of property.

52. Plaintiff and the Class are entitled to their reasonable attorneys' fees pursuant to 42 U.S.C. § 1988(b) (2000).

VIII. SECOND CAUSE OF ACTION: ELECTRONIC FUND TRANSFER ACT

53. Plaintiff re-alleges and incorporates by reference all allegations of this Complaint with the same force and effect as if fully restated herein.

54. The primary objective of the Electronic Fund Transfer Act ("EFTA"), 15 U.S.C. § 1693 is to protect consumer rights by providing a basic framework establishing the rights, liabilities, and responsibilities of participants in the electronic fund and remittance transfer systems. Plaintiff and members of the Nationwide Class are "consumers" under 15 U.S.C. § 1693a(6).

55. Under 15 U.S.C. § 1693i(a) of EFTA, “no person” may issue an unsolicited prepaid debit card to a consumer unless it is (1) issued in response to the consumer’s request or an application from the consumer or (2) it is issued to renew an existing prepaid debit card or obtain a substitution for an existing prepaid debit card. The release cards issued to Plaintiff and members of the Nationwide Class do not meet either requirement.

56. Under 15 U.S.C. § 1693i(b) of EFTA, “a person” may nonetheless distribute an unsolicited prepaid debit card to a consumer if all of the following requirements are met:

(a) The unsolicited card is not yet “validated” (*i.e.*, activated) and is accompanied by a “clear explanation” that it is not validated, which describes the steps that the consumer can take to dispose of the card if the consumer does not want to activate it. 15 U.S.C. § 1693i(b)(1), (2).

(b) Prior to the card being validated, the consumer is provided with a complete disclosure under section 1693c of EFTA of the consumer’s rights and liabilities that will apply if the consumer subsequently chooses to activate the card. 15 U.S.C. § 1693i(b)(2), (3).

(c) The card will be activated, and the consumer subject to the terms of a cardholder agreement, “only in response to a request or application from the consumer, upon verification of the consumer’s identity.” 15 U.S.C. § 1693i(b)(4).

57. Defendant Stored Value Cards and Defendant CNB are each “a person” subject to the requirements and restrictions of 15 U.S.C. § 1693i. Each Defendant violated 15 U.S.C. § 1693i(a) by issuing unsolicited prepaid debit cards to Plaintiff and members of the Nationwide Class. Neither of these Defendants satisfied the requirements of 15 U.S.C. § 1693i(b) to obtain an

exception that would have allowed unsolicited prepaid debit cards to be issued to Plaintiff and members of the Nationwide Class.

58. Each Defendant is also a “financial institution” as defined by 15 U.S.C. § 1693a(9), and 12 C.F.R. § 1005.2(a)(2)(i), and is liable as such under EFTA because it directly or indirectly holds accounts belonging to consumers and/or it issues an access device (prepaid debit card) to consumers.

59. Each Defendant also violated 15 U.S.C. § 1693l-1, which prohibits charging service fees to “general-use prepaid cards” unless the card has not been used for 12 months and other requirements have been met.

60. The release cards issued to Plaintiff and other members of the Nationwide Class are general-use prepaid cards that are marketed directly and indirectly to members of the Nationwide Class. Defendants charge service and maintenance fees that begin within the first month after the release cards are issued and often within two or three days after issuance.

61. The terms and conditions issued by Defendants with the release cards are *void ab initio* because the cards they accompany are issued illegally.

62. EFTA regulates the precise form of assent necessary to make the terms and conditions binding on the consumer. Assent to the issuance of the card (and its corresponding terms and conditions) can only occur “in response to a request or application from the consumer.” 15 U.S.C. § 1693i(b)(4). The consumer must also be provided the terms and conditions before the card is validated so that the consumer can decide whether to accept those terms. 15 U.S.C. § 1693i(b)(2). No other form of assent is recognized by statute. 15 U.S.C. § 1693i(a), (b). As a result, a consumer cannot be said to have “assented” to a contract for a card by simply taking it upon release, or subsequently using the card. Under the EFTA, an unsolicited card, and its

accompanying terms and conditions, is only valid under federal law if a consumer makes an affirmative “request or application” for activation. 15 U.S.C. § 1693i(b)(4). The release cards were validated before they were even provided to the Plaintiff and other Nationwide Class members. No “request” or “application” preceded validation of those cards.

63. No contract or agreement was formed between either Defendant and Plaintiff or other Nationwide Class members. Neither Defendant had the authority to assert the terms and conditions it imposed, including the right to withdraw funds from Plaintiff and Nationwide Class members to pay various fees and expenses to Defendants.

64. Each Defendant’s violations of EFTA have caused and continues to cause Plaintiff and the Nationwide Class to suffer damages.

65. Plaintiff and the Class are entitled to their actual and additional statutory damages, as well as reasonable attorneys’ fees and costs, pursuant to 15 U.S.C. § 1693m.

IX. THIRD CAUSE OF ACTION: CONVERSION

66. Plaintiff re-alleges and incorporates by reference all allegations of this Complaint with the same force and effect as if fully restated herein.

67. Money from Plaintiff and other members of the Oregon Subclass was taken in trust to hold during their incarceration. By law, these funds were required to be returned to Plaintiff and the other members of the Oregon Subclass.

68. Conversion occurs when a person intentionally interferes with chattel belonging to another, either by taking or unlawfully retaining it, thereby depriving the rightful owner of possession. Money may be the subject of conversion if Defendants wrongfully received it.

69. Defendants, exercising their control over the funds in the release card accounts, wrongfully collected fees from Plaintiffs and members of the Oregon Subclass, and have taken

specific and readily identifiable funds from Plaintiff and the members of the Oregon Subclass in payment of these fees.

70. Defendants, without proper authorization, assumed and exercised the right of ownership over these funds, in hostility to the rights of Plaintiff and the Oregon Subclass, without legal justification.

71. Defendants continue to retain these funds unlawfully and without the consent of Plaintiff or the Oregon Subclass.

72. Defendants intend to permanently deprive Plaintiff and the Oregon Subclass of these funds.

73. These funds are properly owned by Plaintiff and the Oregon Subclass, not Defendants, which now claim that they are entitled to their ownership, contrary to the rights of Plaintiff and the Oregon Subclass.

74. Plaintiff and the Oregon Subclass are entitled to the immediate possession of these funds.

75. Defendants wrongfully converted these specific and readily identifiable funds.

76. Defendants' wrongful conduct is continuing.

77. As a direct and proximate result of Defendants' wrongful conversion, Plaintiff and the Oregon Subclass have suffered and continue to suffer damages.

78. Plaintiffs and the Oregon Subclass are entitled to damages and prejudgment interest in an amount to be determined at trial.

X. FOURTH CAUSE OF ACTION: UNJUST ENRICHMENT

79. Plaintiff re-alleges and incorporates by reference all allegations of this Complaint with the same force and effect as if fully restated herein.

80. Defendants have been unjustly enriched by taking funds from the release card accounts under their control through fees assessed upon Plaintiff and the Oregon Subclass.

81. It is unjust and inequitable for Defendants to retain the benefit they unjustly received from Plaintiff and the Oregon Subclass members.

82. Plaintiff and the Oregon Subclass members unintentionally conferred benefits on Defendants, which Defendants have knowingly accepted and retained.

83. Plaintiffs and the Oregon Subclass members have suffered and continue to suffer actual damages from Defendants' unjust retention of proceeds from their acts and practices alleged herein.

84. Plaintiff and the Oregon Subclass members seek to disgorge Defendants' unlawfully retained benefits resulting from their unlawful conduct and seek restitution for the benefit of Plaintiff and the Oregon Subclass.

85. Plaintiff and the Oregon Subclass members are entitled to the imposition of a constructive trust upon Defendants, such that the unjustly retained benefits are distributed equitably by the Court to and for the benefit of Plaintiff and the Oregon Subclass members.

XI. DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury of all claims that can be so tried.

XII. PRAYER FOR RELIEF

Plaintiff, on behalf of herself and the Class, requests the following relief:

1. An order certifying this case as a class action and appointing Plaintiff and the undersigned counsel to represent the Nationwide Class and the Oregon Subclass;
2. Declaration, judgment, and decree that Defendant Stored Value Card and Defendant CNB:
 - a. Violated the Fifth Amendment to the United States Constitution,

- b. Violated the Electronic Fund Transfer Act,
 - c. Illegally converted property belonging to Plaintiff and members of the Oregon Subclass, and
 - d. Were unjustly enriched at the expense of Plaintiff and the Oregon Subclass.
3. An award of damages to Plaintiff and the Nationwide Class and the Oregon Subclass to the maximum extent allowed under state and federal law, including ordering Defendants to pay actual and statutory damages;
4. Judgment for costs and disbursements of the action;
 5. Restitution and/or disgorgement of ill-gotten gains;
 6. Pre- and post-judgment interest;
 7. Reasonable attorneys' fees; and
 8. Such other relief, in law and equity, as this Court may deem just and proper.

DATED: July 29, 2020.

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