

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Kaushi Entertainment, LLC, a limited liability company, Dro-Entertainment Inc.

PLAINTIFF(S)

v.

Estate of Christopher Wallace, Faith Evans, an individual, Damion Butler, an individual, Rocdarling Films, LLC, a limited liability company, and DOES 1-10
DEFENDANT(S).

CASE NUMBER

SUMMONS

TO: DEFENDANT(S): See attached (Schedule A)

A lawsuit has been filed against you.

Within 30 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Lowe Law, P.C., whose address is 11400 Olympic Blvd. STE 640, Los Angeles CA 90064. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: _____

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

Schedule A

1. Estate of Christopher Wallace
2. Faith Evans, an individual
3. Damion Butler, an individual
4. Rocdarling Films, LLC, a limited liability company
5. DOES 1-10

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself)
Kaushi Entertainment, LLC, a limited liability company, Dro-Entertainment Inc.

DEFENDANTS
Estate of Christopher Wallace, Faith Evans, an individual, Damion Butler, an individual, Rocdarling Films, LLC, a limited liability company, and DOES 1-10

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
Steven T. Lowe
Lowe Law, P.C.
11400 Olympic Blvd.
Ste. 640
Los Angeles, CA 90064
(310) 477-5811

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ 1,000,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Breach of Contract (Common Law), Promissory Fraud (Common Law)

VII. NATURE OF SUIT (Place an X in one box only.)

<p>OTHER STATUTES</p> <p><input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise</p> <p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property</p>	<p>FORIS PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions</p>	<p>FORIS PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability</p> <p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights</p>	<p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition</p> <p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other</p>	<p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609</p>
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FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- A. Arise from the same or closely related transactions, happenings, or events; or
 - B. Call for determination of the same or substantially related or similar questions of law and fact; or
 - C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 - D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	New Jersey & New York

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Steven T. Lowe

Date 2/19/10

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

1 Steven T. Lowe, Esq., SBN 122208
2 Kelly Houle, Esq., SBN 267958
3 **LOWE LAW**, A Professional Law Corporation
4 11400 Olympic Boulevard, Suite 640
5 Los Angeles, California 90064
6 Telephone: (310) 477-5811
7 Facsimile: (310) 477-7672

8 Attorneys for Plaintiffs
9 **KAUSHI ENTERTAINMENT and**
10 **DRO-ENTERTAINMENT**

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 **KAUSHI ENTERTAINMENT, LLC,**
14 a limited liability company, **DRO-**
15 **ENTERTAINMENT INC.**

16 Plaintiff,

17 v.

18 **ESTATE OF CHRISTOPHER**
19 **WALLACE, FAITH EVANS,** an
20 individual, **DAMION BUTLER,** an
21 individual, **ROCDARLING FILMS,**
22 **LLC,** a limited liability company, and
23 **DOES 1-10,** inclusive,

24 Defendants.

CASE NO.:

COMPLAINT FOR:

- 1. **BREACH OF CONTRACT;**
- 2. **BREACH OF CONTRACT;**
- 3. **BREACH OF CONTRACT;**
- 4. **PROMISSORY FRAUD;**
- 5. **PROMISSORY FRAUD;**

DEMAND FOR JURY TRIAL

25 Plaintiffs in the above captioned action hereby allege as follows:

26 **INTRODUCTION**

27 1. At all times mentioned herein, Plaintiff Kaushi Entertainment, LLC
28 (“Plaintiff” or “Kaushi”) is a corporation duly organized and existing under the laws
of the State of California, with a business address of 9663 Santa Monica Blvd., Ste
406, Beverly Hills, CA 90210.

1 9. Plaintiffs are unaware of the true names and capacities of the
2 defendants sued herein as DOES 1 through 10, inclusive, and for that reason, sue
3 such defendant under such fictitious names. Plaintiffs are informed and believes
4 and based thereon alleges that such fictitiously named defendants are responsible in
5 some manner for the occurrences herein alleged, and that plaintiff's damages as
6 herein alleged were proximately caused by the conduct of said defendants.
7 Plaintiffs will seek to amend the complaint when the names and capacities of such
8 fictitiously named defendants are ascertained. As alleged herein, defendants shall
9 mean all named defendants and all fictitiously named defendants.

10 10. Plaintiffs are informed and believe and based thereon allege that
11 defendants at all times relative to this action, were the agents, servants, partners,
12 joint venturers and employees of each of the other defendants and in doing the acts
13 alleged herein were acting with the knowledge and consent of each of the other
14 defendants in this action. Alternatively, at all times mentioned herein, each of the
15 defendants conspired with each other to commit the wrongful acts complained of
16 herein. Although not all of the defendants committed all of the acts of the
17 conspiracy or were members of the conspiracy at all times during its existence, each
18 defendant knowingly performed one or more acts in direct furtherance of the
19 objectives of the conspiracy. Therefore, each defendant is liable for the acts of all of
20 the other conspirators. Furthermore, plaintiffs are informed and believes and based
21 thereon allege that defendant Damion Butler was at all times relative to this action,
22 the alter ego of defendant RocDarling; there exists such a unity of interest and
23 ownership between Damion Butler and RocDarling that the separate personalities of
24 the corporation and the individual no longer exist. If the acts of Damion Butler and
25 the acts of RocDarling are treated as those of the corporation alone, where Damion
26 Butler engaged in or otherwise authorized the conduct complained of herein, there
27 will be an inequitable result in this action.

1 THE AGREEMENT

2 11. On or about February 27, 2007, plaintiffs Kaushi and Dro, on the one
3 hand, and defendant RocDarling, on the other, entered into a written agreement
4 whereby defendant was to provide archive footage of the Notorious BIG a/k/a
5 Biggie Smalls a/k/a Christopher Wallace (the "Footage"), which is warranted and
6 represented that it owned and controlled, to plaintiffs for valuable consideration (the
7 "Agreement"). A copy of the License Agreement is attached hereto as Exhibit A.

8 12. As a condition precedent to plaintiffs' obligations under the
9 Agreement, defendant RocDarling was to provide documentation expressly stating
10 that the executors of the Estate had authorized defendant's use of the footage, and
11 also stating that defendant RocDarling had the authority to act on behalf of the
12 Estate.

13 13. On or about March 10, 2009, Butler, the Director for the Estate, sent a
14 notarized letter to plaintiff Kaushi, in which Butler granted permission to defendant
15 RocDarling to commercially exploit archive footage of the Notorious BIG, and to
16 use the name and likeness of Notorious BIG as it related to the Agreement. Butler
17 further agreed to continue to support and facilitate all necessary clearances and
18 documents to assist in the operations of the Agreement as it pertained to the
19 Notorious BIG. A copy of the Letter from Damion Butler is attached hereto as
20 Exhibit B.

21 14. On or about March 10, 2009, defendant Evans, the Executor of the
22 Estate, sent a notarized letter to plaintiff Kaushi, in which Evans granted permission
23 to Butler and/or RocDarling to commercially exploit the Footage pursuant to the
24 Agreement. Evans further agreed to continue to support and facilitate all necessary
25 clearances and documents to assist in the operations of the Agreement as it pertained
26 to the Notorious BIG. A copy of the Letter from Faith Evans is attached hereto as
27 Exhibit C.

1 Footage and to exploit the Footage in connection with the Rights granted in the
2 Agreement.

3 28. Plaintiffs allege that defendants Evans and Estate have further breached
4 the above-mentioned Agreement by failing to proceed with any RocDarling
5 Ventures, as specified in ¶ 11(a) of the Agreement, and by failing to partner with
6 plaintiffs in connection with any RocDarling Ventures, as specified in ¶ 11(a) of the
7 Agreement.

8 29. As a result of the foregoing, plaintiffs have been damaged in an amount
9 according to proof, including lost profits in excess of \$1,000,000.

10
11

THIRD CLAIM FOR RELIEF

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(Breach of Contract – Damion Butler and Estate)

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30. Plaintiffs hereby repeat and reallege by reference all facts and
allegations contained in paragraphs 1-29 of this Complaint as though fully and
completely set forth in full herein.

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31. On or about March 10, 2009, defendant Butler, the Director of the
Estate, sent a notarized letter to plaintiff Kaushi, in which Butler granted permission
to RocDarling to commercially exploit the Footage pursuant to the Agreement.
Butler further agreed to continue to support and facilitate all necessary clearances
and documents to assist in the operations of the Agreement as it pertained to the
Notorious BIG. By virtue of this letter, Butler became a joint obligor to the
Agreement.

23

24

25

32. Plaintiffs performed all terms and conditions of said Agreement, except
to the extent that their performance was waived, prevented or excused by the acts,
conduct and/or omissions of defendants.

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33. Plaintiffs allege that defendants Butler and Estate have breached the
above-mentioned Agreement by, inter alia, failing to deliver any archive Footage in
accordance with the terms of the Agreement, including by failing to deliver

1 watermark DVD screening copies of the Footage to plaintiffs as required by ¶ 9 of
2 the Agreement, and by failing to support and facilitate all necessary clearances.

3 34. Plaintiffs allege that defendants Butler and Estate have further breached
4 the above-mentioned Agreement by licensing the rights to distribute the Footage
5 and/or to exploit the Footage to at least one other party, in violation of ¶¶ 3 and 4(a)
6 of the Agreement, wherein plaintiffs were granted exclusive rights to distribute the
7 Footage and to exploit the Footage in connection with the Rights granted in the
8 Agreement.

9 35. Plaintiffs allege that defendants Butler and Estate have further breached
10 the above-mentioned Agreement by failing to proceed with any RocDarling
11 Ventures, as specified in ¶ 11(a) of the Agreement, and by failing to partner with
12 plaintiffs in connection with any RocDarling Ventures, as specified in ¶ 11(a) of the
13 Agreement.

14 36. As a result of the foregoing, plaintiffs have been damaged in an amount
15 according to proof, including lost profits in excess of \$1,000,000.

16
17 **FOURTH CLAIM FOR RELIEF**

18 (Promissory Fraud – RocDarling)

19 37. Plaintiffs incorporate by this reference paragraphs 1-36 as though fully
20 set forth herein.

21 38. On or about February 27, 2009, defendant RocDarling entered into a
22 written contract with plaintiffs, whereby plaintiffs agreed to partner with
23 RocDarling in connection with RocDarling Ventures, as specified in ¶ 11(a) of the
24 Agreement.

25 39. The true facts are that at the time defendants entered into said
26 Agreement, they did not intend to proceed with any RocDarling Ventures or to
27 partner with plaintiffs in connection with any such RocDarling Ventures.

1 not intend to comply with the Agreement and, in furtherance thereof, RocDarling
2 has not even attempted to comply with any provision of the Agreement whatsoever.

3 46. Defendants' misrepresentations were made with the intent to induce
4 plaintiffs into paying them money, and plaintiffs, unaware of defendants' true
5 intentions, detrimentally relied thereon, and did deliver to defendants approximately
6 \$30,000. Plaintiffs' detrimental reliance on defendants' misrepresentations was
7 reasonable given the existence of a formal, written contract with defendant
8 RocDarling.

9 47. As a direct and proximate result of defendants' misrepresentations,
10 acts, and omissions, plaintiffs have suffered general and special damages in an
11 amount to be proven at trial, but which exceeds one (1) million dollars.

12 48. In doing the acts alleged hereinabove, defendants acted with malice,
13 fraud and oppression. As a result, plaintiffs are entitled to punitive and exemplary
14 damages.

15

16 WHEREFORE Plaintiffs pray:

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ON THE FIRST CLAIM FOR RELIEF

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1. For actual damages and profits in excess of \$ 1,000,000 according to
19 proof.

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ON THE SECOND CLAIM FOR RELIEF

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2. For actual damages and profits in excess of \$ 1,000,000 according to
22 proof.

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ON THE THIRD CLAIM FOR RELIEF

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3. For actual damages and profits in excess of \$ 1,000,000 according to
25 proof.

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ON THE FOURTH CLAIM FOR RELIEF

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4. For actual damages and profits in excess of \$ 1,000,000 according to
28 proof.

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5. For punitive and exemplary damages.

ON THE FIFTH CLAIM FOR RELIEF

6. For actual damages and profits in excess of \$ 1,000,000 according to proof.

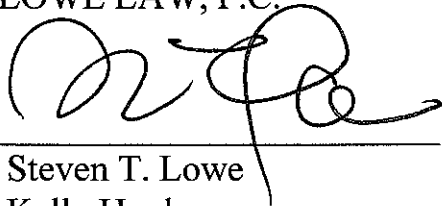
7. For punitive and exemplary damages.

ON ALL CLAIMS FOR RELIEF

8. For costs of suit and interest.

9. For such other relief as is just and proper.

Respectfully Submitted,
LOWE LAW, P.C.



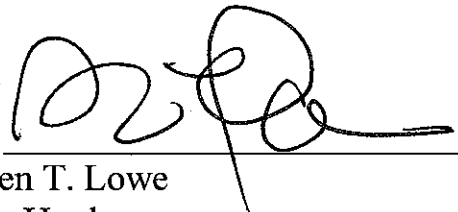
Date: February 10, 2010

By:

Steven T. Lowe
Kelly Houle
Attorneys for Plaintiffs

PLAINTIFFS HEREBY REQUEST A JURY TRIAL IN THIS ACTION

Respectfully Submitted,
LOWE LAW, P.C.



Dated: February 10, 2010

By:

Steven T. Lowe
Kelly Houle
Attorneys for Plaintiffs