

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

HUGO SOTO, SHARON SOTO,)
ELIZABETH ALVARDO, ELVIN)
ALVARDO, HERSCHEL K. BAILEY)
IV, YAAKOV A. KATZ, IRENE)
MIRANDA AND JOSE RAUL)
TURCIOS, individually and on behalf)
of similarly situated persons,)

Plaintiffs,)

v.)

Case No. 17 CH 1118

GREAT AMERICA LLC, d/b/a)
SIX FLAGS GREAT AMERICA and)
SIX FLAGS HURRICANE HARBOR,)
SIX FLAGS ENTERTAINMENT CORP.,)
SIX FLAGS GREAT ADVENTURE, LLC,)
MAGIC MOUNTAIN LLC)
and DOES 1 to 20,)

Defendants.)

FIRST AMENDED CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiffs Hugo Soto, Sharon Soto, Elizabeth Alvarado, Elvin Alvarado, Irene Miranda and Jose Raul Turcios, Herschel K. Bailey IV and Yaakov A. Katz, individually and on behalf of the class members described below, bring this complaint against Defendants Great America LLC, d/b/a Six Flags Great America and Six Flags Hurricane, Six Flags Entertainment Corp. and Six Flags Great Adventure, LLC and Does 1 to 20 (collectively "Six Flags"), for willfully violating the Fair and Accurate Credit Transactions Act ("FACTA") amendment to the Fair Credit Reporting Act ("FCRA"), codified at 15 U.S.C. § 1681c(g)(1).

2. 15 U.S.C. § 1681c(g)(1), provides in pertinent part:

No person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon

any receipt provided to the cardholder at the point of sale or transaction.

3. 15 U.S.C. § 1681c(g)(1)'s requirement not to print more than the last 5 digits of the card number is unambiguous. "The plain meaning of the statute is that a merchant shall not print more than the last 5 digits of the credit card number upon the receipt and a merchant shall not print the expiration date upon any receipt. In other words, a retailer must print no more than five digits of a card number, and a retailer must also remove the expiration date from the credit card receipt. Printing either more than five digits of the credit card number or the expiration date of credit card violates Section 1681c(g)." *Iosello v. Leiblys, Inc.*, 502 F. Supp. 2d 782, 786 (N.D. Ill. 2007). FACTA "expressly prohibits printing more than the last five digits of the credit/debit card numbers and also prohibits printing the card's expiration date." *Pirian v. In-N-Out Burgers*, No. 06-1251, 2007 WL 1040864, 2007 U.S. Dis. LEXIS 25384, *8 (C.D. Cal. Apr. 5, 2007). *Accord, Follman v. Hospitality Plus of Carpentersville, Inc.*, 532 F. Supp. 2d 960 (N.D. Ill. 2007); *Korman v. Walking Co.*, 503 F. Supp. 2d 755 (E.D. Pa. 2007); *Ramirez v. MGM Mirage, Inc.*, 524 F. Supp. 2d 1226 (D. Nev. 2007).

4. For the period October 2016 to September 2017, Plaintiffs visited one of the fourteen amusement parks owned and operated by Six Flags. During the Plaintiffs' visits, the Plaintiffs used either their debit or credit cards to make a purchase. After completing their purchase, the Plaintiffs were provided an electronically printed receipt at the point of sale or transaction that printed the first six to eight digits of their debit or credit card number in addition to the last four digits.

5. Low tech thieves commonly known as "dumpster divers" or "carders" look for discarded credit and debit card receipts and use the information.

6. Obtaining almost all of a payment card's account information can ease the

facilitation of identity theft via social engineering or phishing email scams.

7. To reduce the risk of a card being compromised, 15 U.S.C. § 1681c(g)(1)'s truncation requirements were passed by Congress who established a statutory penalty, statutory damages, without the need to establish actual damages where a person subject to the Act willfully violates it.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction under 15 U.S.C. § 1681p, which vests such jurisdiction "in any . . . court of competent jurisdiction."

9. Venue is proper because 1) one or more of the subject Six Flags' locations are located in Gurnee, Illinois in Lake County; and 2) one or more of the transactions at issue occurred in Gurnee, Illinois in Lake County.

THE PARTIES

10. Plaintiffs Hugo Soto and Sharon Soto are residents of the State of Illinois.

11. Plaintiffs Elizabeth Alvarado, Elvin Alvarado, Irene Miranda and Jose Raul Turcios are residents of California.

12. Plaintiff Herschel K. Bailey, IV is a resident of the State of Georgia.

13. Plaintiff Yaakov A. Katz is a resident of the State of New York.

14. Defendant Six Flags Entertainment Corp. is a Delaware Corporation and the parent company of Defendant Great America, LLC, an Illinois limited liability company, Defendant Magic Mountain, LLC, a California limited liability company and Defendant Six Flags Great Adventure, LLC, a New Jersey limited liability company. Six Flags owns and operates 14 theme parks throughout the United States.

15. Defendants Does 1 to 20 are individual Six Flags officers, directors, employees,

agents, and other natural and artificial persons who authorized, directed, or participated in the willful violations of 15 U.S.C. § 1681c(g)(1) complained of.

**SIX FLAGS KNOWINGLY PRINTED MORE THAN THE LAST FIVE
DIGITS OF DEBIT OR CREDIT CARD NUMBER ON RECEIPTS**

16. 15 U.S.C. § 1681c(g)(1), provides that:

No person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

15 U.S.C. § 1681c(g)(1).

17. Compliance with 15 U.S.C. § 1681c(g)(1) was to be completed no later than December 4, 2006.

18. Six Flags is believed to have known that its point of sale terminals can be programmed to print out more card information on receipts than permitted under 15 U.S.C. § 1681c(g)(1) given the hundreds of lawsuits filed against merchants, including such well known large retailers such as Zara, Lumber Liquidators and RadioShack that occurred prior to the violations alleged here. *See Redman v. RadioShack Corp.*, 768 F.3d 622 (7th Cir. 2014) *cert. denied. sub nom. Nicaj v. Shoe Carnival, Inc.*, 135 S. Ct. 1429 (2015).

19. At all times relevant to this Complaint, Six Flags either did not audit its Point of Sale (“POS”) terminals’ receipts after any software change which caused the subject receipts’ non-compliance with 15 U.S.C. § 1681c(g)(1)’s truncation requirements, or it knew its POS terminals were printing at least the first six, perhaps the first eight digits of payment cards’ account numbers.

20. Six Flags accepts the following payment cards: VISA, MasterCard, American Express, and Discover.

21. On information and belief, Six Flag’s merchant bank by contract required Six Flags to comply with VISA’s and MasterCard’s rules and regulations and that it was the responsibility

of Six Flags to read and periodically review VISA's and MasterCard's rules and regulations.

22. Visa, MasterCard, American Express and Discover issue at least one a year updated rules and regulations to which Six Flags was to review. These rules and regulations placed Six Flags on actual notice that its conduct here was prohibited, and American Express and Discover would have notified Six Flags directly that such conduct it has now engaged in here would be a violation of 15 U.S.C. § 1681c(g)(1)'s truncation requirements.

23. American Express has explicitly interpreted 15 U.S.C. § 1681c(g)(1) to allow only the printing of the last five digits of the payment card's number, but has required by contract its merchants to print only the last four digits.

24. It is believed that Discover, Visa, and MasterCard also interpreted 15 U.S.C. § 1681c(g)(1) to allow only the printing of the last five digits of the payment card's number, but has required by contract its merchants to print only the last four digits.

25. For example, the August 12, 2006, edition of Rules for Visa Merchants (p. 62), which is distributed to and binding upon all merchants that accept Visa cards, expressly requires that only the last four digits of an account number should be printed on the customer's copy of the receipt and the expiration date should not appear at all. These statements were accompanied by a picture of a receipt showing that the card's account numbers needed to be truncated. VISA required complete compliance by July 1, 2006, five months ahead of the statutory deadline.

26. For another example, the February 2012 version of MasterCard's Security Rules and Procedures for merchants provides, in part, that all electronically printed receipts, "must reflect only the last four (4) digits" of a customer's card account number.

27. VISA, MasterCard, the PCI Security Standards Council a consortium founded by VISA, MasterCard, Discover, American Express and JCB companies that sell cash registers and

other devices for the processing of credit or debit card payments, and other entities informed merchants about the truncation requirements of 15 U.S.C. § 1681c(g)(1) and its prohibition on the printing of expiration dates, and the need to comply with the same.

28. The card issuing organizations such as American Express and Discover proceeded to require compliance with the truncation requirements of FACTA, by contract directly with Six Flags.

29. On information and belief, Six Flags would have received such contractual information from American Express and Discover at least once a year since the FACTA amendments to the FCRA became effective.

30. On information and belief, Six Flags in obtaining the right to accept credit and debit card contractually agreed to abide by the Payment Card Industry Security Standards and the card issuing regulations, which would include the duty to review periodically their receipts for compliance including whether their point of sale terminals were printing too much card information.

31. Truncation standards, including the standards reflected in the Visa Merchant Rules and in FACTA, permit the publication of the last four or five digits of customer account numbers on the receipt presented to customers at the point of sale. The publication of this minimal amount of account information is necessary to facilitate merchant account reconciliation, processing of returns, etc. In isolation, the publication of only the last four or five digits of a customer account number significantly limits the extent to which a potential identity thief can effectively use customer receipts disseminated at the point of sale to facilitate identity theft.

32. The FTC issued a business alert in May 2007 entitled “Slip Showing? Federal Law Requires All Businesses to Truncate Credit Card Information on Receipts,” available

at <https://www.ftc.gov/tips-advice/business-center/guidance/slip-showing-federal-law-requires-all-businesses-truncate> (last visited February 16, 2017). It explained that, “According to the federal Fair and Accurate Credit Transactions Act (FACTA), the electronically printed credit and debit card receipts you give your customers must shorten – or truncate – the account information. You may include no more than the last five digits of the card number, and you must delete the card’s expiration date.”

33. Most of Six Flags’ business peers and competitors readily brought their credit card and debit card receipt printing process into compliance with 15 U.S.C. § 1681c(g)(1) by programming their card machines and devices to comply with the truncation requirement. Defendant could have readily done the same and could have ensured that no violation would have occurred by conducting an audit or by properly training its store managers and employees.

34. 15 U.S.C. § 1681c(g)(1)’s payment card account number truncation requirements are ubiquitous in the world of retailing.

35. Six Flags uses one or more cash registers and/or other machines or devices that electronically print receipts for all credit card and debit card transactions that occurred within its United States based stores.

36. Each of Six Flags point of sale terminals was programmed to print information that Six Flags has required to be printed of its receipts, including the name of the venue, the item purchased and its price.

37. The printing of any portion of a payment card’s account number is caused by a tag field, which is an instruction code in the POS terminal’s software, that’s programmed to obtain information from the debit or credit card’s magnetic strip and display that information in a specific filed.

38. In this case, Six Flag's POS terminals contained a code for it to obtain the account number of each cardholder's debit or credit card and print the first six, maybe eight, and the last four digits of that account number on a receipt.

39. The printing of more than the last four digits of an account number on a receipt does not happen by accident, it requires the POS terminal to be intentionally programmed to do so.

**SIX FLAGS PRINTED MORE THAN THE LAST FIVE DIGITS
ON ITS RECEIPTS AT ITS THEME PARK IN ILLINOIS.**

40. On August 5, 2017, Plaintiffs Hugo Soto and Sharon Soto visited the Six Flag Great America theme park in Gurnee, Illinois. During their visit, Mr. and Mrs. Soto respectively used their debit cards to purchase food five separate times at Six Flags. At the point of sale for each transaction, Defendants generated and provided Plaintiffs with electronically printed receipts that displayed more than the last five digits of Plaintiffs' credit or debit card numbers.

41. While Mr. Soto and Mrs. Soto retained these five receipts, they frequent Six Flags and have made food purchases in the past, but either threw away the receipts at Six Flags or at home and no longer have these receipts that are also on information and belief to have printed more of than the last five digits of their debt cards.

42. Mr. Soto and Mrs. Soto lost time in reviewing their receipts to determine whether Six Flags were in compliance with 15 U.S.C. § 1681c(g)(1). However, Mr. Soto and Mrs. Soto are unable to locate the electronically printed receipts corresponding to other purchases made at a Six Flags theme park and therefore is at a greater risk of having their payment card compromised. Plaintiffs are contemplating whether to cancel and request new debit cards.

**SIX FLAGS PRINTED MORE THAN THE LAST FIVE DIGITS
ON ITS RECEIPTS AT ITS THEME PARKS IN CALIFORNIA.**

43. In August 2017, Plaintiffs Elizabeth Alvarado, Elvin Alvarado, Irene Miranda and Jose Raul Turcios (collectively “California Plaintiffs”) each visited one of Six Flag’s theme parks located in California.

44. During the visits, the California Plaintiffs used their respective debit or credit cards to pay the entrance fee when entering the park and to pay for additional purchases while inside Defendants’ parks for items that included food, other concessions, and souvenirs. At the point of sale for each transaction, Defendants generated and provided California Plaintiffs with electronically printed receipts that displayed more than the last five digits of Plaintiffs’ credit or debit card numbers.

45. The California Plaintiffs retained some but not all of the receipts from their credit or debit card transactions at Defendants’ parks. Later, when the California Plaintiffs examined the receipts that they kept, the California Plaintiffs realized that their credit or debit card numbers were not truncated on the receipts Defendants generated and provided from their purchases at Defendants’ parks. The California Plaintiffs, however, had also already disposed of the other receipts Defendants provided to them. The California Plaintiffs likely disposed of the receipts in trash bins on the park grounds, which are accessible by anyone at the park, along with individuals involved in the garbage disposal process. The California Plaintiffs alternatively disposed of the receipts after leaving the park at other unsecure, publicly accessible locations.

**SIX FLAGS PRINTED MORE THAN THE LAST FIVE DIGITS
ON ITS RECEIPTS AT ITS THEME PARK IN GEORGIA**

46. On July 20, 2017, Plaintiff Herschel K. Bailey IV visited Six Flags Over Georgia theme park. Mr. Bailey used his American Express credit card to pay for \$29.65 in various goods while inside Defendants' park.

47. At the point of sale for each transaction, Defendants generated and provided Mr. Bailey with electronically printed receipts that displayed the first six and last four digits of his American Express credit card.

48. Mr. Bailey has made numerous other purchases at that park using his credit card on various occasions in 2017 and preceding years. Upon information and belief, the receipts provided to him for these transactions also collectively displayed the last four digits of his credit card, the first six digits of his account number or the credit card's expiration date. Mr. Bailey received one or more receipts that included the expiration date of his card, but not the first six digits of his account number. Unfortunately, many of Mr. Bailey's receipts for these transactions were either retained by the sales-person to be thrown away, thrown away by Mr. Bailey or lost, seen by other persons, or otherwise wound up in the possession of another person, leaving Mr. Bailey at increased risk for identity theft.

49. Following his discovery of the Defendant's FACTA violation(s), Mr. Bailey was compelled to take various precautions to defend himself against identity-theft, including obtaining the services of a credit-monitoring/fraud-monitoring service, and contacting American Express and requesting and obtaining a replacement credit card. These actions, while inconvenient to the Mr. Bailey, were nevertheless necessary measures taken by him as security against identity-thieves.

**SIX FLAGS PRINTED MORE THAN THE LAST FIVE DIGITS
ON ITS RECEIPTS AT ITS THEME PARK IN NEW JERSEY**

50. On August 5, 2017, Plaintiff Yaakov A. Katz visited Six Flags' theme park located in Jackson, New Jersey. Mr. Katz used his America Express credit card to pay for various goods while inside Defendants' park.

51. At the point of sale for each transaction, Defendants generated and provided Mr. Katz with electronically printed receipts that displayed the first six and last four digits of his American Express credit card.

COUNT I

WILLFUL VIOLATION OF FCRA § 1681c(g)(1)

52. Plaintiffs incorporate and allege herein by reference the allegations in paragraphs 1 – 51 above as if fully set forth herein.

53. Six Flags is a “person that accepts credit cards or debit cards for the transaction of business” as that phrase is used in 15 U.S.C. § 1681c(g)(1).

54. Plaintiffs each are a “cardholder” as that term is used in 15 U.S.C. § 1681c(g)(1).

55. Plaintiffs respectively were provided “any receipt” by Six Flags. Six Flags provided each Plaintiff any receipt at “the point of sale or transaction” as that phrased is used in 15 U.S.C. § 1681c(g)(1).

56. Six Flags in regard to Plaintiffs and each putative class member did not comply with 15 U.S.C. §1681c(g)(1), which provides that:

... no person that accepts credit cards or debit cards for the transaction of business shall print more than the last five digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

15 U.S.C. § 1681c(g)(1).

57. 15 U.S.C. § 1681c(g)(1) cannot be reasonably read to permit the printing of the first six digits of the card number in addition to the last four digits.

58. Illinois likewise prohibits' Six Flags' conduct. 815 ILCS 505/2NN(b):

(b) Except as otherwise provided in this Section, no provider may print or otherwise produce or reproduce or permit the printing or other production or reproduction of the following: (i) any part of the credit card or debit card account number, other than the last 4 digits or other characters, (ii) the credit card or debit card expiration date on any receipt provided or made available to the cardholder.

59. "FACTA was intended to 'protect consumers from identity thieves' and 'to limit the number of opportunities for identity thieves to 'pick off' key card account information.'" *Barbieri v. Redstone Am. Grill, Inc.*, 07 C 5758, 2009 U.S. Dist. LEXIS 9309 * 3-4 (N.D. Ill. Feb. 6, 2009) (quoting S. Rep. No. 108-166, at 3 (2003)); *Cicilline v. Jewel Food Stores, Inc.*, 542 F. Supp. 2d 831 (N.D. Ill. 2008); *Harris v. Mexican Specialty Food, Inc.*, 564 F.3d 1301, 1306 (11th Cir. 2009).

60. Six Flags' conduct exposed Plaintiffs and the members of the class to an increased risk that their payment card could be compromised.

61. One of the intended benefits of 15 U.S.C. § 1681c(g)(1) was to eliminate the need for a person to review their receipt to make sure that too much financial information was not on the receipt before disposing of it.

62. One common modus operandi of identity thieves is to obtain credit card receipts that are lost or discarded, or through theft, and use the information on them to engage in transactions. Identity thieves who do this are known as carders and "dumpster divers." This modus operandi is more common than the use of sophisticated electronic means to obtain the information. Robin Sidel, Identity Theft Unplugged Despite the High-Tech Threat, When You Get Ripped Off It's Usually Still the Old Way, Wall Street Journal, Oct. 5, 2006, p. B1.

63. Having more financial information than permitted by law can assist social engineering or phishing scams that can compromise more financial information.

64. Six Flags received notice of 15 U.S.C. § 1681c(g)(1)'s requirements.

65. Six Flags was contractually bound not to print any more than the last five digits of payment cards account numbers on any electronically printed receipts provided to the cardholder at the point of sale.

66. On information and belief, Six Flags knew the truncation requirements of 15 U.S.C. § 1681c(g)(1) regarding credit card account numbers prior to August 5, 2017.

67. Six Flags either knowingly violated 15 U.S.C. § 1681c(g)(1) or alternatively, failed to take necessary steps of a known danger to prevent 15 U.S.C. § 1681c(g)(1) from being violated, which is reckless conduct.

68. On information and belief, Six Flags violated 15 U.S.C. § 1681c(g)(1) at least one thousand times a day at all times relevant to this Complaint.

CLASS ALLEGATIONS

69. Plaintiffs bring this action individually and on behalf of a class defined as: All U.S. consumers who used a credit and/or debit card to make a purchase at one or more listed Six Flags theme park location listed below for the time period stated for each location:

- i. Six Flags Over Georgia: October 14, 2016 through September 28, 2017, inclusive.
- ii. Six Flags Over Texas: February 25, 2017 through September 28, 2017, inclusive.
- iii. Hurricane Harbor Arlington: May 6, 2017 through September 28, 2017, inclusive.
- iv. White Water Atlanta: May 13, 2017 through September 28, 2017, inclusive.

- v. Six Flags Discovery Kingdom: December 17, 2016 through September 28, 2017, inclusive.
- vi. Six Flags Magic Mountain & Hurricane Harbor Valencia: January 12, 2017 through September 28, 2017, inclusive.
- vii. The Great Escape (and Hurricane Harbor) & Six Flags Great Escape Lodge & Indoor Waterpark: May 13, 2017 through September 28, 2017, inclusive.
- viii. Hurricane Harbor Concord: June 12, 2017 through September 28, 2017, inclusive.
- ix. Six Flags Fiesta Texas: November 19, 2016 through September 28, 2017, inclusive.
- x. Six Flags Great Adventure & Hurricane Harbor New Jersey: April 1, 2017 through September 28, 2017, inclusive.
- xi. Six Flags Great America: April 16, 2017 through September 28, 2017, inclusive.
- xii. Six Flags New England: April 8, 2017 through September 28, 2017, inclusive.
- xiii. Six Flags St. Louis: March 25, 2017 through September 28, 2017, inclusive.
- xiv. Six Flags America: April 1, 2017 through September 28, 2017, inclusive.

Excluded from the Settlement Class are all employees of Defendants and their parents, subsidiaries, and affiliates, all attorneys and employees of Settlement Class Counsel and any judicial officer, or his/her immediate family, to which this case is assigned.

70. The class is so numerous that joinder of all individual members in one action would be impracticable.

71. On information and belief, there are more than one thousand persons in the United States as defined by the putative class definition proposed above.

72. Common legal or factual questions predominate over any questions that may affect individual class members, such as:
- a. Whether a reasonable reading of 15 U.S.C. § 1681c(g)(1) prohibited Six Flags' conduct; and
 - b. Whether Six Flags' conduct was done with knowledge or at a minimum was reckless in light of a known danger entitling Plaintiffs and the class members to punitive damages.

73. It is proper to certify as a class action a matter brought under 15 U.S.C. § 1681c(g)(1). *E.g. Stillmock v. Weis Mkts., Inc.*, 385 Fed. Appx. 267 (4th Cir. 2010) (unpublished); *see e.g. Vasquez v. Zara USA Inc.*, 1:15-cv-03433 (N.D. Ill.).

74. Plaintiffs will fairly and adequately represent the class members.

75. Plaintiffs have no interests that conflict with the interests of the class members.

76. Plaintiff's attorneys are experienced and competent in complex class action litigation and will competently and adequately represent class members' interests.

77. Class certification is appropriate to any other method or procedure for fairly and efficiently adjudicating class members' claims because:

- a. Economies for the Court and the parties exist from litigating the common issues on a classwide basis instead of on a repetitive, individual basis;
 - b. Each class member's damage claim is too small to make individual litigation an economically viable possibility, for which reason few class members would have any interest in individually prosecuting separate actions;
 - c. Despite the relatively small size of each class member's claim, the aggregate volume of their claims—coupled with the economies of scale inherent in litigating similar claims on a common basis—will enable Class counsel to litigate this case on a cost-effective basis; and
 - d. Class treatment is required for optimal deterrence and for limiting the reasonable legal expenses incurred by class members.
78. Six Flags, on information and belief, has retained or has access to the payment card

account numbers of the putative class members that can be used in identifying the cardholders.

79. Plaintiffs anticipate no unusual difficulties managing and maintaining this case as a class action.

WHEREFORE, Plaintiff request this Honorable Court to enter judgment in favor of Plaintiffs and the class for:

- a. Damages available under 15 U.S.C. § 1681n(a)(1)(A) per person;
- b. Punitive damages available under 15 U.S.C. § 1681n(a)(2) if the evidence warrants;
- c. Attorney's fees and costs available under 15 U.S.C. § 1681n(a)(3); and
- d. Any other relief deemed appropriate by the Court.

Respectfully submitted,

By: /s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman (ARDC #00712094)
Julie Clark (ARDC #6273353)
David Kim (ARDC #06303707)
**EDELMAN, COMBS, LATTURNER &
GOODWIN, LLC**
20 South Clark Street, Suite 1500
Chicago, Illinois 60603
Telephone: (312) 739-4200
Facsimile: (312) 419-0379
courtecl@edcombs.com

W. Allen McDonald (ARDC No. 335233)
Christopher T. Cain (ARDC No. 335234)
LACY, PRICE & WAGNER, P.C.
249 North Peters Road, Suite 101
Knoxville, Tennessee 37923
Telephone: (865) 246-0800
amcdonald@lpwpc.com
chris@lpwpc.com

Curtis C. Warner (ARDC #6282197)
5 E. Market St., Suite 250
Corning, NY 14830
Telephone: (888) 551-8685
cwarner@warner.legal

Kenneth S. Gaines, Esq. (*Pro Hac Vice
forthcoming*)
Daniel F. Gaines, Esq. (*Pro Hac Vice
forthcoming*)
Alex P. Katofsky, Esq. (*Pro Hac Vice
forthcoming*)
Miriam L. Schimmel, Esq. (*Pro Hac Vice
forthcoming*)
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, California 91301
Telephone: (818) 703-8985
Facsimile: (818) 703-8984
ken@gaineslawfirm.com
daniel@gaineslawfirm.com
alex@gaineslawfirm.com

Shimshon Wexler (*Pro Hac Vice
forthcoming*)

**THE LAW OFFICES OF SHIMSHON
WEXLER, PC**

2244 Henderson Mill Rd Ste 108

Atlanta, GA 30345

Telephone: (678) 699-1938

Facsimile: (678) 609-1482

swexleresq@gmail.com

miriam@gaineslawfirm.com

Eric A. Grover, Esq. (*Pro Hac Vice
forthcoming*)

KELLER GROVER LLP

1965 Market Street

San Francisco, CA 91403

Telephone: (415) 543-1305

Facsimile: (415) 543-7861

eagrover@kellergrover.com

CERTIFICATE OF SERVICE

I, Daniel A. Edelman, certify that on December 7, 2020, I sent a copy of the foregoing document via email and U.S. Mail to:

Spencer Persson (Admitted pro hac vice)
Davis Wright Tremaine, LLP
865 South Figueroa Street
Suite 2400
Los Angeles, CA 90017-2566
(213) 633-8634
(213) 633-6899
spencerpersson@dwt.com

Bevin Megan Brennan
Pedersen & Houpt, P.C.
161 N. Clark St., Ste. 2700
Chicago, IL 60601
bbrennan@pedersenhoupt.com

/s/ Daniel A. Edelman
Daniel A. Edelman