

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

_____, Individually and On Behalf of
All Others Similarly Situated,

Plaintiff,

v.

CHEGG, INC., and DANIEL
ROSENSWEIG,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE FEDERAL
SECURITIES LAWS**

JURY TRIAL DEMANDED

1 Plaintiff _____ (“Plaintiff”), individually and on behalf of all others similarly situated, by
2 and through his attorneys, alleges the following upon information and belief, except as to those
3 allegations concerning Plaintiff, which are alleged upon personal knowledge. Plaintiff’s
4 information and belief is based upon, among other things, his counsel’s investigation, which
5 includes without limitation: (a) review and analysis of regulatory filings made by Chegg, Inc.
6 (“Chegg” or the “Company”) with the United States (“U.S.”) Securities and Exchange
7 Commission (“SEC”); (b) review and analysis of press releases and media reports issued by and
8 disseminated by Chegg; and (c) review of other publicly available information concerning Chegg.

9 **NATURE OF THE ACTION AND OVERVIEW**

10 1. This is a class action on behalf of persons and entities that acquired Chegg
11 securities between July 30, 2018 and September 25, 2018, inclusive (the “Class Period”), seeking
12 to pursue remedies under the Securities Exchange Act of 1934 (the “Exchange Act”).

13 2. Chegg is a direct-to-student learning platform that provides educational materials
14 and services to high school and college students.

15 3. On September 25, 2018, the Company reported that an unauthorized party had
16 gained access on or around April 29, 2018 to approximately 40 million users’ data, including
17 username, email address, shipping address, and hashed Chegg password.

18 4. On this news, the Company’s share price fell \$3.91, or approximately 12%, to close
19 at \$28.42 per share on September 26, 2018, on unusually heavy trading volume.

20 5. Throughout the Class Period, Defendants made materially false and/or misleading
21 statements, as well as failed to disclose material adverse facts about the Company’s business,
22 operations, and prospects. Specifically, Defendants failed to disclose to investors: (1) that the
23 Company lacked adequate security measures to protect users’ data; (2) that the Company lacked
24 the internal controls and procedures to detect unauthorized access to its systems and to its data; (3)
25 that as a result, the Company would incur additional expenses and litigation risks; and (4) that, as
26 a result of the foregoing, Defendants’ positive statements about the Company’s business,
27 operations, and prospects were materially false and/or misleading and/or lacked a reasonable basis.

28 6. As a result of Defendants’ wrongful acts and omissions, and the precipitous decline

1 in the market value of the Company's securities, Plaintiff and other Class members have suffered
2 significant losses and damages.

3 **JURISDICTION AND VENUE**

4 7. The claims asserted herein arise under Sections 10(b) and 20(a) of the Exchange
5 Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder by the SEC (17
6 C.F.R. § 240.10b-5).

7 8. This Court has jurisdiction over the subject matter of this action pursuant to 28
8 U.S.C. § 1331 and Section 27 of the Exchange Act (15 U.S.C. § 78aa).

9 9. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) and
10 Section 27 of the Exchange Act (15 U.S.C. § 78aa(c)). Substantial acts in furtherance of the
11 alleged fraud or the effects of the fraud have occurred in this Judicial District. Many of the acts
12 charged herein, including the dissemination of materially false and/or misleading information,
13 occurred in substantial part in this Judicial District. In addition, the Company's principal executive
14 offices are located in this district.

15 10. In connection with the acts, transactions, and conduct alleged herein, Defendants
16 directly and indirectly used the means and instrumentalities of interstate commerce, including the
17 United States mail, interstate telephone communications, and the facilities of a national securities
18 exchange.

19 **PARTIES**

20 11. Plaintiff _____, as set forth in the accompanying certification,
21 incorporated by reference herein, purchased Chegg securities during the Class Period, and suffered
22 damages as a result of the federal securities law violations and false and/or misleading statements
23 and/or material omissions alleged herein.

24 12. Defendant Chegg is incorporated under the laws of Delaware with its principal
25 executive offices located at 3990 Freedom Circle, Santa Clara, California 95054. Chegg's
26 common stock trades on the New York Stock Exchange ("NYSE") under the symbol "CHGG."

27 13. Defendant Daniel Rosensweig ("Rosenweig") was the Chief Executive Officer of
28 the Company at all relevant times.

- 1 • **Non-GAAP Net Income** was \$15.5 million
- 2 • **Adjusted EBITDA** was \$19.3 million
- 3 • **1.7 million:** number of Chegg Services subscribers, an increase of 45% year-over-year
- 4 • **158 million:** total Chegg Study content views, an increase of 62% year-over-year

5 17. The same day, the Company filed its quarterly report on Form 10-Q with the SEC
6 for the period ended June 30, 2018, reiterating the statements in the press release regarding the
7 Company's financial results and continued success. Moreover, the report discussed the Company's
8 vulnerability to unauthorized access to its systems and its data, stating in relevant part:

9 *Computer malware, viruses, hacking, phishing attacks and spamming could
10 harm our business and results of operations.*

11 Computer malware, viruses, physical or electronic break-ins and similar disruptions
12 could lead to interruptions and delays in our services and operations and loss,
13 misuse or theft of data. For instance, in December 2017, researchers identified
14 significant CPU architecture vulnerabilities commonly known as "Spectre" and
15 "Meltdown" that allow malicious programs to gain access to data. While chip
16 makers and companies that provide widely used operating systems have released
17 patches and updates, this process is still ongoing. Computer malware, viruses,
18 computer hacking and phishing attacks against online networking platforms have
19 become more prevalent and may occur on our systems in the future. We believe
20 that we could be a target for such attacks because of the incidence of hacking
21 among students.

22 Any attempts by hackers to disrupt our website service or our internal systems, if
23 successful, could harm our business, be expensive to remedy and damage our
24 reputation or brand. Our network security business disruption insurance may not be
25 sufficient to cover significant expenses and losses related to direct attacks on our
26 website or internal systems. Efforts to prevent hackers from entering our computer
27 systems are expensive to implement and may limit the functionality of our services.
28 Though it is difficult to determine what, if any, harm may directly result from any
specific interruption or attack, any failure to maintain performance, reliability,
security and availability of our products and services and technical infrastructure
may harm our reputation, brand and our ability to attract students to our website.
Any significant disruption to our website or internal computer systems could result
in a loss of students, colleges or brands and, particularly if disruptions occur during
the peak periods at the beginning of each academic term, could adversely affect our
business and results of operations.

18. The above statements identified in ¶¶ 16-17 were materially false and/or
misleading, and failed to disclose material adverse facts about the Company's business,
operations, and prospects. Specifically, Defendants failed to disclose to investors: 1) that the
Company lacked adequate security measures to protect users' data; (2) that the Company lacked
the internal controls and procedures to detect unauthorized access to its systems and to its data; (3)
that as a result, the Company would incur additional expenses and litigation risks; and (4) that, as

1 a result of the foregoing, Defendants' positive statements about the Company's business,
2 operations, and prospects were materially false and/or misleading and/or lacked a reasonable basis.

3 **Disclosures at the End of the Class Period**

4 19. On September 25, 2018, the Company filed a Form 8-K with the SEC, stating in
5 relevant part:

6 On September 19, 2018, Chegg learned that on or around April 29, 2018, an
7 unauthorized party gained access to a Company database that hosts user data for
8 chegg.com and certain of the Company's family of brands such as EasyBib. The
9 Company understands that the information that may have been obtained could
10 include a Chegg user's name, email address, shipping address, Chegg username,
11 and hashed Chegg password. The investigation into the incident, which is
supported by third-party forensics, is ongoing. To date, the Company understands
that no social security numbers or financial information such as users' credit card
numbers or bank account information were obtained. The Company expects to start
notifying approximately 40 million active and inactive registered users and certain
regulatory authorities on September 26, 2018.

12 20. On this news, the Company's share price fell \$3.91, or approximately 12%, to close
13 at \$28.42 per share on September 26, 2018, on unusually heavy trading volume.

14 **CLASS ACTION ALLEGATIONS**

15 21. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil
16 Procedure 23(a) and (b)(3) on behalf of a class, consisting of all persons and entities that acquired
17 Chegg securities between July 30, 2018 and September 25, 2018, inclusive, and who were
18 damaged thereby (the "Class"). Excluded from the Class are Defendants, the officers and
19 directors of the Company, at all relevant times, members of their immediate families and their
20 legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had
21 a controlling interest.

22 22. The members of the Class are so numerous that joinder of all members is
23 impracticable. Throughout the Class Period, Chegg's common stock actively traded on the
24 NYSE. While the exact number of Class members is unknown to Plaintiff at this time and can
25 only be ascertained through appropriate discovery, Plaintiff believes that there are at least
26 hundreds or thousands of members in the proposed Class. Millions of Chegg common stock were
27 traded publicly during the Class Period on the NYSE. Record owners and other members of the
28 Class may be identified from records maintained by Chegg or its transfer agent and may be

1 notified of the pendency of this action by mail, using the form of notice similar to that customarily
2 used in securities class actions.

3 23. Plaintiff's claims are typical of the claims of the members of the Class as all
4 members of the Class are similarly affected by Defendants' wrongful conduct in violation of
5 federal law that is complained of herein.

6 24. Plaintiff will fairly and adequately protect the interests of the members of the Class
7 and has retained counsel competent and experienced in class and securities litigation.

8 25. Common questions of law and fact exist as to all members of the Class and
9 predominate over any questions solely affecting individual members of the Class. Among the
10 questions of law and fact common to the Class are:

11 (a) whether the federal securities laws were violated by Defendants' acts as alleged
12 herein;

13 (b) whether statements made by Defendants to the investing public during the Class
14 Period omitted and/or misrepresented material facts about the business, operations, and prospects
15 of Chegg; and

16 (c) to what extent the members of the Class have sustained damages and the proper
17 measure of damages.

18 26. A class action is superior to all other available methods for the fair and efficient
19 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the
20 damages suffered by individual Class members may be relatively small, the expense and burden of
21 individual litigation makes it impossible for members of the Class to individually redress the
22 wrongs done to them. There will be no difficulty in the management of this action as a class
23 action.
24

25 **UNDISCLOSED ADVERSE FACTS**

26 27. The market for Chegg's securities was open, well-developed and efficient at all
27 relevant times. As a result of these materially false and/or misleading statements, and/or failures
28 to disclose, Chegg's securities traded at artificially inflated prices during the Class Period.

1 Plaintiff and other members of the Class purchased or otherwise acquired Chegg's securities
2 relying upon the integrity of the market price of the Company's securities and market information
3 relating to Chegg, and have been damaged thereby.

4 28. During the Class Period, Defendants materially misled the investing public, thereby
5 inflating the price of Chegg's securities, by publicly issuing false and/or misleading statements
6 and/or omitting to disclose material facts necessary to make Defendants' statements, as set forth
7 herein, not false and/or misleading. The statements and omissions were materially false and/or
8 misleading because they failed to disclose material adverse information and/or misrepresented the
9 truth about Chegg's business, operations, and prospects as alleged herein.

10 29. At all relevant times, the material misrepresentations and omissions particularized
11 in this Complaint directly or proximately caused or were a substantial contributing cause of the
12 damages sustained by Plaintiff and other members of the Class. As described herein, during the
13 Class Period, Defendants made or caused to be made a series of materially false and/or misleading
14 statements about Chegg's financial well-being and prospects. These material misstatements
15 and/or omissions had the cause and effect of creating in the market an unrealistically positive
16 assessment of the Company and its financial well-being and prospects, thus causing the
17 Company's securities to be overvalued and artificially inflated at all relevant times. Defendants'
18 materially false and/or misleading statements during the Class Period resulted in Plaintiff and
19 other members of the Class purchasing the Company's securities at artificially inflated prices, thus
20 causing the damages complained of herein when the truth was revealed.

21 **LOSS CAUSATION**

22 30. Defendants' wrongful conduct, as alleged herein, directly and proximately caused
23 the economic loss suffered by Plaintiff and the Class.

24 31. During the Class Period, Plaintiff and the Class purchased Chegg's securities at
25 artificially inflated prices and were damaged thereby. The price of the Company's securities
26 significantly declined when the misrepresentations made to the market, and/or the information
27 alleged herein to have been concealed from the market, and/or the effects thereof, were revealed,
28 causing investors' losses.

1 **SCIENTER ALLEGATIONS**

2 32. As alleged herein, Defendants acted with scienter since Defendants knew that the
3 public documents and statements issued or disseminated in the name of the Company were
4 materially false and/or misleading; knew that such statements or documents would be issued or
5 disseminated to the investing public; and knowingly and substantially participated or acquiesced
6 in the issuance or dissemination of such statements or documents as primary violations of the
7 federal securities laws. As set forth elsewhere herein in detail, the Individual Defendant, by virtue
8 of his receipt of information reflecting the true facts regarding Chegg, his control over, and/or
9 receipt and/or modification of Chegg's allegedly materially misleading misstatements and/or his
10 associations with the Company which made them privy to confidential proprietary information
11 concerning Chegg, participated in the fraudulent scheme alleged herein.

12 **APPLICABILITY OF PRESUMPTION OF RELIANCE**
13 **(FRAUD-ON-THE-MARKET DOCTRINE)**

14 33. The market for Chegg's securities was open, well-developed and efficient at all
15 relevant times. As a result of the materially false and/or misleading statements and/or failures to
16 disclose, Chegg's securities traded at artificially inflated prices during the Class Period. On
17 September 4, 2018, the Company's share price closed at a Class Period high of \$32.38 per share.
18 Plaintiff and other members of the Class purchased or otherwise acquired the Company's
19 securities relying upon the integrity of the market price of Chegg's securities and market
20 information relating to Chegg, and have been damaged thereby.

21 34. During the Class Period, the artificial inflation of Chegg's shares was caused by the
22 material misrepresentations and/or omissions particularized in this Complaint causing the damages
23 sustained by Plaintiff and other members of the Class. As described herein, during the Class
24 Period, Defendants made or caused to be made a series of materially false and/or misleading
25 statements about Chegg's business, prospects, and operations. These material misstatements
26 and/or omissions created an unrealistically positive assessment of Chegg and its business,
27 operations, and prospects, thus causing the price of the Company's securities to be artificially
28 inflated at all relevant times, and when disclosed, negatively affected the value of the Company

1 shares. Defendants' materially false and/or misleading statements during the Class Period resulted
2 in Plaintiff and other members of the Class purchasing the Company's securities at such
3 artificially inflated prices, and each of them has been damaged as a result.

4 35. At all relevant times, the market for Chegg's securities was an efficient market for
5 the following reasons, among others:

6 (a) Chegg shares met the requirements for listing, and was listed and actively traded on
7 the NYSE, a highly efficient and automated market;

8 (b) As a regulated issuer, Chegg filed periodic public reports with the SEC and/or the
9 NYSE;

10 (c) Chegg regularly communicated with public investors via established market
11 communication mechanisms, including through regular dissemination of press releases on the
12 national circuits of major newswire services and through other wide-ranging public disclosures,
13 such as communications with the financial press and other similar reporting services; and/or

14 (d) Chegg was followed by securities analysts employed by brokerage firms who wrote
15 reports about the Company, and these reports were distributed to the sales force and certain
16 customers of their respective brokerage firms. Each of these reports was publicly available and
17 entered the public marketplace.

18 36. As a result of the foregoing, the market for Chegg's securities promptly digested
19 current information regarding Chegg from all publicly available sources and reflected such
20 information in Chegg's share price. Under these circumstances, all purchasers of Chegg's
21 securities during the Class Period suffered similar injury through their purchase of Chegg's
22 securities at artificially inflated prices and a presumption of reliance applies.

23 37. A Class-wide presumption of reliance is also appropriate in this action under the
24 Supreme Court's holding in *Affiliated Ute Citizens of Utah v. United States*, 406 U.S. 128 (1972),
25 because the Class's claims are, in large part, grounded on Defendants' material misstatements
26 and/or omissions. Because this action involves Defendants' failure to disclose material adverse
27 information regarding the Company's business operations and financial prospects—information
28 that Defendants were obligated to disclose—positive proof of reliance is not a prerequisite to

1 recovery. All that is necessary is that the facts withheld be material in the sense that a reasonable
2 investor might have considered them important in making investment decisions. Given the
3 importance of the Class Period material misstatements and omissions set forth above, that
4 requirement is satisfied here.

5 **NO SAFE HARBOR**

6 38. The statutory safe harbor provided for forward-looking statements under certain
7 circumstances does not apply to any of the allegedly false statements pleaded in this Complaint.
8 The statements alleged to be false and misleading herein all relate to then-existing facts and
9 conditions. In addition, to the extent certain of the statements alleged to be false may be
10 characterized as forward looking, they were not identified as “forward-looking statements” when
11 made and there were no meaningful cautionary statements identifying important factors that could
12 cause actual results to differ materially from those in the purportedly forward-looking statements.
13 In the alternative, to the extent that the statutory safe harbor is determined to apply to any forward-
14 looking statements pleaded herein, Defendants are liable for those false forward-looking
15 statements because at the time each of those forward-looking statements was made, the speaker
16 had actual knowledge that the forward-looking statement was materially false or misleading,
17 and/or the forward-looking statement was authorized or approved by an executive officer of
18 Chegg who knew that the statement was false when made.

19 **FIRST CLAIM**
20 **Violation of Section 10(b) of The Exchange Act and**
21 **Rule 10b-5 Promulgated Thereunder**
22 **Against All Defendants**

23 39. Plaintiff repeats and re-alleges each and every allegation contained above as if fully
24 set forth herein.

25 40. During the Class Period, Defendants carried out a plan, scheme and course of
26 conduct which was intended to and, throughout the Class Period, did: (i) deceive the investing
27 public, including Plaintiff and other Class members, as alleged herein; and (ii) cause Plaintiff and
28 other members of the Class to purchase Chegg’s securities at artificially inflated prices. In
furtherance of this unlawful scheme, plan and course of conduct, Defendants, and each defendant,

1 took the actions set forth herein.

2 41. Defendants (i) employed devices, schemes, and artifices to defraud; (ii) made
3 untrue statements of material fact and/or omitted to state material facts necessary to make the
4 statements not misleading; and (iii) engaged in acts, practices, and a course of business which
5 operated as a fraud and deceit upon the purchasers of the Company's securities in an effort to
6 maintain artificially high market prices for Chegg's securities in violation of Section 10(b) of the
7 Exchange Act and Rule 10b-5. All Defendants are sued either as primary participants in the
8 wrongful and illegal conduct charged herein or as controlling persons as alleged below.

9 42. Defendants, individually and in concert, directly and indirectly, by the use, means
10 or instrumentalities of interstate commerce and/or of the mails, engaged and participated in a
11 continuous course of conduct to conceal adverse material information about Chegg's financial
12 well-being and prospects, as specified herein.

13 43. Defendants employed devices, schemes and artifices to defraud, while in
14 possession of material adverse non-public information and engaged in acts, practices, and a course
15 of conduct as alleged herein in an effort to assure investors of Chegg's value and performance and
16 continued substantial growth, which included the making of, or the participation in the making of,
17 untrue statements of material facts and/or omitting to state material facts necessary in order to
18 make the statements made about Chegg and its business operations and future prospects in light of
19 the circumstances under which they were made, not misleading, as set forth more particularly
20 herein, and engaged in transactions, practices and a course of business which operated as a fraud
21 and deceit upon the purchasers of the Company's securities during the Class Period.

22 44. The Individual Defendant's primary liability and controlling person liability arises
23 from the following facts: (i) the Individual Defendant was a high-level executive and/or director at
24 the Company during the Class Period and member of the Company's management team or had
25 control thereof; (ii) the Individual Defendant by virtue of his responsibilities and activities as a
26 senior officer and/or director of the Company, was privy to and participated in the creation,
27 development and reporting of the Company's internal budgets, plans, projections and/or reports;
28 (iii) the Individual Defendant enjoyed significant personal contact and familiarity with the other

1 defendants and was advised of, and had access to, other members of the Company's management
2 team, internal reports and other data and information about the Company's finances, operations,
3 and sales at all relevant times; and (iv) the Individual Defendant was aware of the Company's
4 dissemination of information to the investing public which they knew and/or recklessly
5 disregarded was materially false and misleading.

6 45. Defendants had actual knowledge of the misrepresentations and/or omissions of
7 material facts set forth herein, or acted with reckless disregard for the truth in that they failed to
8 ascertain and to disclose such facts, even though such facts were available to them. Such
9 defendants' material misrepresentations and/or omissions were done knowingly or recklessly and
10 for the purpose and effect of concealing Chegg's financial well-being and prospects from the
11 investing public and supporting the artificially inflated price of its securities. As demonstrated by
12 Defendants' overstatements and/or misstatements of the Company's business, operations, financial
13 well-being, and prospects throughout the Class Period, Defendants, if they did not have actual
14 knowledge of the misrepresentations and/or omissions alleged, were reckless in failing to obtain
15 such knowledge by deliberately refraining from taking those steps necessary to discover whether
16 those statements were false or misleading.

17 46. As a result of the dissemination of the materially false and/or misleading
18 information and/or failure to disclose material facts, as set forth above, the market price of
19 Chegg's securities was artificially inflated during the Class Period. In ignorance of the fact that
20 market prices of the Company's securities were artificially inflated, and relying directly or
21 indirectly on the false and misleading statements made by Defendants, or upon the integrity of the
22 market in which the securities trades, and/or in the absence of material adverse information that
23 was known to or recklessly disregarded by Defendants, but not disclosed in public statements by
24 Defendants during the Class Period, Plaintiff and the other members of the Class acquired Chegg's
25 securities during the Class Period at artificially high prices and were damaged thereby.

26 47. At the time of said misrepresentations and/or omissions, Plaintiff and other
27 members of the Class were ignorant of their falsity, and believed them to be true. Had Plaintiff
28 and the other members of the Class and the marketplace known the truth regarding the problems

1 that Chegg was experiencing, which were not disclosed by Defendants, Plaintiff and other
2 members of the Class would not have purchased or otherwise acquired their Chegg securities, or,
3 if they had acquired such securities during the Class Period, they would not have done so at the
4 artificially inflated prices which they paid.

5 48. By virtue of the foregoing, Defendants violated Section 10(b) of the Exchange Act
6 and Rule 10b-5 promulgated thereunder.

7 49. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and the
8 other members of the Class suffered damages in connection with their respective purchases and
9 sales of the Company's securities during the Class Period.

10 **SECOND CLAIM**
11 **Violation of Section 20(a) of The Exchange Act**
12 **Against the Individual Defendant**

13 50. Plaintiff repeats and re-alleges each and every allegation contained above as if fully
14 set forth herein.

15 51. The Individual Defendant acted as a controlling person of Chegg within the
16 meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their high-level
17 positions and their ownership and contractual rights, participation in, and/or awareness of the
18 Company's operations and intimate knowledge of the false financial statements filed by the
19 Company with the SEC and disseminated to the investing public, Individual Defendant had the
20 power to influence and control and did influence and control, directly or indirectly, the decision-
21 making of the Company, including the content and dissemination of the various statements which
22 Plaintiff contends are false and misleading. Individual Defendant was provided with or had
23 unlimited access to copies of the Company's reports, press releases, public filings, and other
24 statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were
25 corrected.

26 52. In particular, Individual Defendant had direct and supervisory involvement in the
27 day-to-day operations of the Company and, therefore, had the power to control or influence the
28 particular transactions giving rise to the securities violations as alleged herein, and exercised the

1 same.

2 53. As set forth above, Chegg and Individual Defendant each violated Section 10(b)
3 and Rule 10b-5 by their acts and omissions as alleged in this Complaint. By virtue of his position
4 as controlling person, Individual Defendant is liable pursuant to Section 20(a) of the Exchange
5 Act. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and other
6 members of the Class suffered damages in connection with their purchases of the Company's
7 securities during the Class Period.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

10 (a) Determining that this action is a proper class action under Rule 23 of the Federal
11 Rules of Civil Procedure;

12 (b) Awarding compensatory damages in favor of Plaintiff and the other Class members
13 against all defendants, jointly and severally, for all damages sustained as a result of Defendants'
14 wrongdoing, in an amount to be proven at trial, including interest thereon;

15 (c) Awarding Plaintiff and the Class their reasonable costs and expenses incurred in
16 this action, including counsel fees and expert fees; and

17 (d) Such other and further relief as the Court may deem just and proper.

18 **JURY TRIAL DEMANDED**

19 Plaintiff hereby demands a trial by jury.
20
21
22
23
24
25
26
27
28