

1 C. Brooks Cutter, Esq., (SBN 121407)
2 John R. Parker, Jr., Esq. (SBN 257761)
3 CUTTER LAW P.C.
4 401 Watt Avenue
5 Sacramento, CA 95864
6 Telephone: (916) 290-9400
7 Facsimile: (916) 588-9330
8 bcutter@cutterlaw.com
9 jparker@cutterlaw.com

10 Attorneys for Plaintiffs

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 David Watts and Whitney Keeter, on behalf of
14 themselves, and a class of similarly situated
15 persons,

16 Plaintiffs,

17 v.

18 VIZIO HOLDINGS, INC, a Delaware
19 Corporation, VIZIO, INC., a California
20 Corporation, VIZIO INSCAPE SERVICES,
21 LLC, a Delaware Limited Liability Company,
22 VIZIO INSCAPE TECHNOLOGIES, LLC, a
23 Delaware Limited Liability Company,
24 COGNITIVE MEDIA NETWORKS, INC., a
25 Delaware Corporation, and DOES 1 – 50,
26 inclusive,

27 Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. **Violations of the Video Privacy Protection Act, 18 U.S.C. § 1710**
2. **Violations of California’s Consumer Records Act, Cal. Civ. Code § 2798.80**
3. **Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.***
4. **Violation of the Consumer Legal Remedies Act**

DEMAND FOR JURY TRIAL

28 Plaintiffs David Watts and Whitney Keeter, by and through their attorneys, upon personal knowledge as to themselves and their own acts and experiences, and upon information and belief as to all other matters, complain and allege as follows:

I. JURISDICTION AND VENUE

1. This Court has original jurisdiction over this action under 28 U.S.C. section 1332

1 (d) of The Class Action Fairness Act because the matter in controversy exceeds the sum or value
2 of \$5,000,000 exclusive of interest and costs and because Plaintiffs and Defendants are residents
3 of different states.

4 2. Venue is proper in this Court pursuant to 28 U.S.C. section 1391 because Plaintiffs
5 reside in and suffered injuries as a result of Defendants' acts in this District; many of the acts and
6 transactions giving rise to this action occurred in this District, and Defendants (1) are authorized
7 to conduct business in this District and have intentionally availed themselves of the laws and
8 markets of this District through the manufacture, distribution and sale of their products in this
9 District; and (2) are subject to personal jurisdiction in this District.

10 **II. NATURE OF THE ACTION**

11 1. Vizio Holdings Inc. ("Vizio") was founded in California in 2002, and since then has
12 become a major marketer of electronics including Smart TVs, or Internet-connectable televisions.

13 2. According to Vizio's S-1/A registration filing, filed with the Security and Exchange
14 Commission on October 22, 2015, their "products are sold in over 8,000 retail stores across the
15 United States." The company held "the #2 unit share position in the U.S. smart, high definition
16 television, or HDTV, industry in 2014." *See*

17 <http://www.sec.gov/Archives/edgar/data/1648158/000119312515350398/d946612ds1a.htm>

18 3. Through its broad distribution of Smart TV's, the company states that is "creating a
19 community of over 10 million VIZIO connected units, or VCUs. A VCU is a Smart TV that has
20 been connected to the Internet and has transmitted data collectively by our Inscape data services.
21 Our Inscape data services capture real-time viewing behavior data from our VCUs and enable us
22 to provide it to advertisers and media content providers." *See*

23 <http://www.sec.gov/Archives/edgar/data/1648158/000119312515350398/d946612ds1a.htm>

24 4. According to Vizio, approximately 90% of its Smart TV customers made an initial
25 connection of their Smart TVs to the Internet for the twelve month period ended Vizio's
26 Discovery and Engagement Software, known as VIZIO Internet Apps Plus, connects customers
27 "with traditional and streaming content providers, such as Netflix, Hulu, YouTube and Amazon
28

1 Instant Video. Since 2009, users have streamed more than 3.5 billion of hours of content through
2 our discovery and engagement software.” See

3 <http://www.sec.gov/Archives/edgar/data/1648158/000119312515350398/d946612ds1a.htm>



13 5. The company’s Inscape data services capture this viewing data in real time. “Inscape
14 provides highly specific viewing behavior data on a massive scale with great accuracy, which can
15 be used to generate intelligent insights for advertisers and media content providers....” The
16 company, according to its October 22, 2015 SEC filing, expects that this will fuel future growth
17 and drive revenue. See

18 <http://www.sec.gov/Archives/edgar/data/1648158/000119312515350398/d946612ds1a.htm>

19 6. On information and belief, to further realize its goal of monetizing its VCU television
20 viewers’ habits, Vizio acquired full ownership of Cognitive Media Networks, Inc., a software
21 provider based in San Francisco, that enables [Vizio’s] Inscape data services.

22 7. On information and belief, Vizio actually knew that data brokers, advertisers, or other
23 partners would combine user identification information transmitted to it--including the user’s IP
24 address and other device identification information--with information held by others to identify
25 persons as having requested or obtained specific video materials or services.

26 8. On information and belief, Vizio determines the date, time, channel of programs and
27 whether users watch them live or recorded. The viewing patterns are then connected a user's IP
28

1 address - the Internet address that can be used to identify every device in a home, from the
2 household TVs to mobile phones. Vizio actually knows that IP addresses can be linked to
3 individuals through data brokers offering “data enrichment,” combining additional information
4 about persons tied to a particular IP addresses provided by Vizio.

5 9. On information and belief, Vizio has worked with such data brokers, which may include
6 Tapad, Neustar, and Experian. Tapad helps identify users across their many devices. Vizio’s
7 privacy policy concedes that it has begun providing data about customers’ viewing habits to
8 companies that “may combine this information with other information about devices associated
9 with that IP address.” Vizio actually knows that such data can identify persons by name.

10 10. On information and belief, the company falsely states that it encrypts IP addresses before
11 sharing them; therefore data brokers whose data includes IP addresses tied to names can identify
12 the persons and the prerecorded video cassette tapes or similar audio visual materials watched by
13 those persons merely by having their IP address or other device IDs.

14 11. On information and belief, Vizio may share hashed or masked IDs in a way that permits
15 matching the users to information in other data sets, so that data brokers can associate a device’s
16 viewing information with the personally-identifying information that the broker already holds,
17 therefore revealing the viewing habits of persons identified by the broker.

18 12. On information and belief, Vizio actually knows such data can and in many instances will
19 be recombined to identify persons, indeed Vizio knows it raises the value of the data.
20 Accordingly, Vizio actually knew that it was disclosing: 1) a user's identity; 2) the identity of the
21 video material; and 3) the connection between the two—that the given user had “requested or
22 obtained” the given video material. In its October 22, 2015 filing for an initial public offering,
23 Vizio touted its ability to provide “highly specific viewing behavior data on a massive scale with
24 great accuracy.”

25 13. Consumers under this regime of tracking must make extensive efforts to “opt-out” of this
26 procedure and it is set as the default in violation of the Video Privacy Protection Act, which
27 requires an “opt-in” procedure.
28

III. PARTIES

1
2 14. Defendant Vizio Holdings, Inc., is a Delaware corporation. Its principal executive offices
3 are located at 39 Tesla, Irvine, California.

4 15. Defendant Vizio, Inc., is a California corporation. Its principal executive offices are
5 located at 39 Tesla, Irvine, California.

6 16. Defendant Vizio Inscape Services, LLC, is a Delaware Limited Liability Company. On
7 information and belief, its principal executive offices are located at 39 Tesla, Irvine, California.

8 17. Defendant Vizio Inscape Technologies, LLC, is a Delaware Limited Liability Company.
9 On information and belief, its principal executive offices are located at 39 Tesla, Irvine,
10 California.

11 18. Defendant Cognitive Media Networks, Inc., is a Delaware Corporation registered to do
12 business in the State of California. Its principal executive offices are located at 39 Tesla, Irvine,
13 California.

14 19. The true names and capacities of Does 1 through 50 are unknown to Plaintiffs. Plaintiffs
15 are informed and believe and thereon allege that each of these Defendants are in some way liable
16 for the events referred to in this complaint and caused damage to Plaintiffs. Plaintiffs will amend
17 this Complaint and insert the correct names and capacities of those defendants when they are
18 discovered.

19 20. At all times mentioned, each of the Defendants – including Does 1 through 50 – was the
20 representative, agent, employee, joint venture, or alter ego of each of the other defendants and in
21 doing the things alleged herein was acting within the scope of its authority as such. Each
22 Defendant is referred to collectively throughout this Complaint as “Vizio”.

23 21. Plaintiff David Watts is a resident of Yolo County, California. He purchased three Vizio
24 Smart TVs at the Target Corporation store located in Davis, California. Model E500i was
25 purchased on May 5, 2014, Model E500i-B1 was purchased on January 20, 2015 and Model E43-
26 C2 was purchased on October 19, 2015.

27 22. Plaintiff Whitney Keeter is a resident of Harris County, Texas. She purchased a Vizio
28

1 Smart TV model E701i-A3 at Costco in Houston, Texas in May or June of 2015.

2
3 **IV. CLASS ACTION ALLEGATIONS**

4 23. Plaintiffs bring this lawsuit as a class action on their own behalf and on behalf of all other
5 persons similarly situated as members of the proposed Class, pursuant to Federal Rules of Civil
6 Procedure 23(a), (b)(1), and (b)(3). This action satisfies the numerosity, commonality, typicality,
7 adequacy, predominance and superiority requirements of those provisions.

8 24. The proposed Class is defined as:

9 All persons or entities who purchased one or more Vizio Smart Televisions within
10 the United States, in United States territories, and U.S. service people and citizens
11 who have purchased a Vizio Smart Televisions and who viewed content broadcast
12 over the Internet on the Vizio Smart TV(s) from the four years before the first
13 complaint in this matter is filed through the time of trial.

14 25. Excluded from the Class are Defendants, their affiliates, employees, agents and attorneys,
15 and the Court.

16 26. Plaintiffs reserve the right to amend the Class definitions if discovery and further
17 investigation reveal that any Class should be expanded, divided into additional subclasses, or
18 modified in any other way.

19 **a. Numerosity and Ascertainability**

20 27. The exact number of Class Members is presently unknown. However, the size of the
21 Class can be estimated with reasonable precision. Based upon the Defendants' representations in
22 its SEC-1/A filing that their "products are sold in over 8,000 retail stores throughout the United
23 States and that they held the "#2 unit share position in the US smart, high definition television, or
24 HDTV, industry in 2014" and seek to create "a community of over 10 million VIZIO connected
25 units, or VCUs," it is reasonable to presume that the members of the Class are so numerous that
26 joinder of all members is impracticable.

27 28. The disposition of the claims of these Class Members in a single action will provide
28

1 substantial benefits to all parties and to the Court.

2 **b. Typicality**

3 29. The claims of the representative Plaintiffs are typical of the claims of the Class because,
4 Plaintiffs, like all Class Members, purchased one or more Visio Smart TVs, connected them to
5 the Internet as intended, and used the TV(s) for their own personal use. Plaintiffs, like all Class
6 Members, have been damaged by Defendants' conduct because they have had their private,
7 identifiable viewing habits and information obtained by Defendants and distributed to third
8 parties without their knowledge or consent. Further, the factual bases of defendants' misconduct
9 are common to all Class Members and represent a common thread of misconduct resulting in
10 injury to all Class Members.

11 **c. Adequate Representation**

12 30. Plaintiffs are members of the Class and will fairly and adequately represent and protect
13 the interests of the Class. Plaintiffs have retained counsel with substantial experience in
14 prosecuting consumer class actions, including actions involving false advertising.

15 31. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf
16 of the Class and have the financial resources to do so. Neither Plaintiffs nor their counsel have
17 interests adverse to those of the Class.

18 **d. Numerosity**

19 32. There are numerous questions of law and fact common to Plaintiffs and Class Members
20 that predominate over any question affecting only individual Class Members. The answers to
21 these common questions will advance resolution of the litigation as to all Class Members. These
22 common legal and factual issues include:

- 23 a. whether the Defendants gathered, stored and transmitted the private
24 information about their Visio Smart TV customers to third parties;
25 b. whether Defendants knew or should have known that the private customer
26 information and viewing habits of its Smart TV customers could be easily
27 combined with Internet IP address of each customer
28

- 1 c. whether Defendants failed to take the steps necessary to ensure that the private,
2 identifiable information of their individual customers was not disclosed to third
3 parties;
- 4 d. whether Defendants made material misrepresentations regarding the collection,
5 storage, distribution, disclosure and utilization of their Smart TV customers'
6 personal, identifiable information;
- 7 e. whether Defendants had a duty to disclose the true nature of their data
8 collection and dissemination practices to Plaintiffs and Class Members;
- 9 f. whether Defendants omitted and failed to disclose material facts about their
10 data collection and dissemination;
- 11 g. whether Defendants' concealment of the true nature of the data collection,
12 dissemination and utilization induced a reasonable consumer to act to their
13 detriment by purchasing one or more Vizio Smart TVs; and

14 33. Whether Plaintiffs and Class Members are entitled to injunctive and equitable relief.

15 **e. Superiority**

16 34. Plaintiffs and Class Members have all suffered and will continue to suffer harm and
17 damages as a result of Defendants' unlawful and wrongful conduct. A class action is superior to
18 other available methods for the fair and efficient adjudication of this controversy.

19 35. Absent a class action, most Class Members would likely find the cost of litigating their
20 claims prohibitively high and would therefore have no effective remedy at law. Because of the
21 relatively small size of the individual Class Members' claims, it is likely that only a few Class
22 Members could afford to seek legal redress for Defendants' misconduct. Absent a class action,
23 Class Members will continue to incur damages and Defendants' misconduct will continue without
24 remedy.

25 36. Class action treatment of common questions of law and fact would also be a superior
26 method to multiple individual actions or piecemeal litigation in that class treatment will conserve
27 the resources of the courts and the litigants, and will promote consistency and efficiency of
28

1 adjudication.

2 37. Defendants have acted in a uniform manner with respect to the Plaintiffs and Class
3 Members.

4 38. Class-wide declaratory, equitable, and injunctive relief is appropriate under Rule 23(b)(1)
5 and/or (b)(2) because Defendants have acted on grounds that apply generally to the Class, and
6 inconsistent adjudications with respect to Defendants' liability would establish incompatible
7 standards and substantially impair or impede the ability of Class Members to protect their
8 interests. Class-wide relief assures fair, consistent, and equitable treatment and protection of all
9 Class Members, and uniformity and consistency in Defendants' duties to perform corrective
10 action regarding the Vizio Smart TVs.

11 V. FIRST CAUSE OF ACTION

12 Violations of the Video Privacy Protection Act, 18 U.S.C. § 2710

13 (On Behalf of Plaintiffs and the Class)

14 39. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

15 40. Vizio qualifies now and has qualified in the past as a "video tape service provider" under
16 the Video Privacy Protection Act ("VPPA"), because Vizio is "engaged in the business, in or
17 affecting interstate or foreign commerce, of rental, sale, or delivery of prerecorded video cassette
18 tapes or similar audio visual materials." 18 U.S.C. § 2710(a)(4).

19 41. The VPPA mandates, among other things, that a video tape service provider "shall destroy
20 personally identifiable information as soon as practicable, but no later than one the date the
21 information is no longer necessary for the purpose for which it was collected." 18 U.S.C. §
22 2710(e).

23 42. Vizio has violated 18 U.S.C. § 2710(e) because it has failed to destroy its users'
24 personally identifiable information as soon as practicable from the date the information was no
25 longer necessary for the purpose for which it was collected.

26 43. The VPPA also requires Vizio to keep its customers' personally identifiable information
27 confidential. 18 U.S.C. § 2710(b)(1). "Personally identifiable information" cannot be disclosed to
28

1 “any person without the informed, written consent of the consumer given at the time the
2 disclosure is sought.” 18 U.S.C. § 2710(b)(2)(B).

3 44. As owners and users of the Vizio Smart T.V., Plaintiffs’ personally identifiable
4 information was disclosed for marketing and advertising purposes without their informed, written
5 consent.

6 45. As a result of Vizio’s conduct described herein and its violation of § 2710, Plaintiffs and
7 the Class have suffered injuries. Plaintiffs, on their own behalf and on behalf of the Class, seek an
8 order enjoining Vizio’s conduct described herein and awarding themselves and the Class the
9 maximum statutory and punitive damages available under 18 U.S.C. § 2710(c), an award of
10 attorneys’ fees and costs pursuant to Cal. Code Civ. Proc. § 1021.5, as well as such other and
11 further relief as the Court deems just and proper.

12 VI. SECOND CAUSE OF ACTION

13 Violations of California’s Customer Records Act, Cal. Civ. Code § 1798.80

14 (On Behalf of Plaintiffs and the Class)

15 46. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

16 47. The California Customer Records Act mandates, among other things, that a business take
17 all reasonable steps to destroy or arrange for the destruction of a customer’s records within its
18 custody or control, which contain personal information that is no longer to be retained by the
19 business. Cal. Civ. Code § 1798.81.

20 48. A business may destroy customer records by erasing the information, or modifying the
21 personal information in those records to make it unreadable or undecipherable through any
22 means. Cal. Civ. Code § 1798.81(b), (c).

23 49. Vizio has violated Cal. Civ. Code § 1798.81 by failing to erase or otherwise destroy its
24 users’ personal information or making their customers’ personal information unreadable or
25 undecipherable.

26 50. Pursuant to Cal. Civ. Code § 1798.84, Plaintiffs, on their own behalf and on behalf of the
27 Class, seek an order enjoining Vizio’s conduct described herein, an award of attorneys’ fees and
28

1 costs pursuant to Cal. Code Civ. Proc. § 1021.5, as well as such other and further relief as the
2 Court deems just and proper.

3 **VII. THIRD CAUSE OF ACTION**

4 **Violation of California's Unfair Competition Law Cal. Bus. & Prof. Code §§ 17200, et seq.**

5 **(On Behalf of Plaintiffs and the Class)**

6 51. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

7 52. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code 27 §§ 17200, et
8 seq., protects both consumers and competitors by promoting fair competition in commercial
9 markets for goods and services.

10 53. The UCL prohibits any unlawful, unfair or fraudulent business act or practice. A business
11 practice need only meet one of three criteria to be considered unfair competition. An unlawful
12 business practice is anything that can properly be called a business practice and that at the same
13 time is forbidden by law.

14 54. Vizio has violated the fraudulent prong of the UCL in that it failed to inform Plaintiffs and
15 the Class that it would indefinitely retain and sell their personally identifiable information and
16 programming viewing histories.

17 55. Vizio has violated the unfair prong of the UCL in that it continues to profit from selling
18 Plaintiffs' and the Class's personally identifiable information to third parties, without obtaining
19 their consent, in that it is violating the public policies set forth in the VPPA, California Customer
20 Records Act, and the CLRA, as set forth in this Complaint, and in that the utility of the
21 defendant's conduct is outweighed by the gravity of the harm to Plaintiffs and the class.

22 56. Vizio has violated the unlawful prong of the UCL in that its conduct violated the Video
23 Privacy Protection Act, (18 U.S.C. §§ 2710, et seq.), and the California Customer Records Act,
24 (Cal. Civ. Code § 1798.80), and the CLRA as set forth in this Complaint.

25 57. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs, on their own behalf and on behalf
26 of the Class, seek an order enjoining Vizio from continuing to engage in the unfair and unlawful
27 conduct described herein, an award of attorneys' fees and costs pursuant to Cal. Code Civ. Proc. §
28

1 1021.5, as well as such other and further relief as the Court deems just and proper.

2 **VIII. FOURTH CAUSE OF ACTION**

3 **Violation of the Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq.**

4 58. Plaintiffs incorporate the foregoing allegations as if fully set forth herein.

5 59. This cause of action is brought pursuant to the Consumer Legal Remedies Act, California
6 Civil Code Sections 1750, *et seq.* (“CLRA”)

7 60. The CLRA has adopted a comprehensive statutory scheme prohibiting various deceptive
8 practices in connection with the conduct of a business providing goods, property, or services to
9 consumers primarily for personal, family, or household purposes. The self-declared purposes of
10 the Act are to protect consumers against unfair and deceptive practices and to provide efficient
11 and economical procedures to secure such protection.

12 61. Each Defendant is a “person” as defined by Civil Code Section 1761©, because each
13 Defendant is a corporation as set forth above.

14 62. Plaintiffs and Class Members are “consumers,” within the meaning of Civil Code Section
15 1761(d), because they are individuals who purchased one or more Vizio Smart TVs for personal
16 and/or household use.

17 63. Defendants’ Vizio Smart TVs are “goods” within the meaning of California Civil Code
18 Section 1761(a), in that they are tangible products bought by Plaintiffs and Class Members for
19 personal, family, and/or household use.

20 64. Defendants’ sale of their products to wholesalers and retailers throughout California
21 constitutes “transaction[s]” which were intended to result or which result[ed] in the sale” of goods
22 to consumers within the meaning of Civil Code Sections 1761(e) and 1770(a).

23 65. Plaintiffs have standing to pursue this claim as they have suffered injury in fact and have
24 lost money as a result of Defendants’ actions as set forth herein. Specifically, Plaintiffs
25 purchased Vizio Smart TVs. Had Plaintiffs known that these Smart TVs would be used by Vizio
26 to share information about them, including their viewing habits, their other Internet connected
27 devices, and other personal information with third parties in a manner that enabled disclosure of
28

1 their identities, in violation privacy laws, they would not have purchased the Visio Smart TVs.

2 66. Section 1770(a)(5) of the CRLA prohibits anyone from “[r]epresenting that goods or
3 services have sponsorship, approval, characteristics, ingredients, use, benefits, or quantities which
4 they do not have....” Defendants represented that their Smart TVs were for the personal
5 enjoyment of televised entertainment by their customers, when, in fact the Smart TVs were a
6 means whereby Vizio could extract and sell personal information for profit in violation of privacy
7 laws.

8 67. Section 1770(a)(9) of the CLRA prohibits anyone from “[a]dvertising goods or services
9 with intent not to sell them as advertised.” Vizio is a multi-million dollar company advised by
10 skilled counsel who, on information and belief, are or by the exercise of reasonable care should
11 be aware of the governing regulations and their purpose, and the necessity to exercise reasonable
12 care to ensure compliance with governing regulations and their purpose. By introducing Vizio
13 Smart TVs into the stream of commerce as a product to be used for the personal, private viewing
14 enjoyment of its customers, and then extracting and selling their personal viewing and other
15 information to third parties for profit notwithstanding this knowledge, Defendants thus
16 intentionally sold misbranded products.

17 68. Plaintiffs have attached hereto the declaration of venue required by Civil Code Section
18 1780(d).

19 69. Plaintiffs seek an order enjoining the acts and practices described above, and awarding
20 attorneys’ fees and costs and will amend this Complaint to seek damages under the CLRA.

21 **PRAYER FOR RELIEF**

22 Plaintiffs, individually and on behalf of all others similarly situated request the Court to
23 enter judgment against Defendants as follows:

- 24 A. An order certifying the proposed Class, designating Plaintiffs as the named
25 representatives of the Class, and designating the undersigned as Class Counsel;
- 26 B. A declaration that Defendants are financially responsible for notifying Class members
27 about the true nature of Vizio Smart TVs;
- 28

- 1 C. An order enjoining Defendants to desist from further deceptive distribution, marketing
2 and sales of non-compliant Vizio Smart TVs;
- 3 D. An award to Plaintiffs and Class Members of compensatory, exemplary, punitive and
4 statutory penalties and damages, including interest, in an amount to be proven at trial;
- 5 E. An award to Plaintiffs and Class Members for the return of the purchase prices of the
6 Vizio Smart TVs, with interest from the time it was paid for the reimbursement of the
7 reasonable expenses occasioned by the sale, for damages and for reasonable attorneys'
8 fees;
- 9 F. A declaration that Vizio must disgorge, for the benefit of Plaintiffs and Class
10 Members all or part of the ill-gotten profits received from the sale of their personally
11 identifiable information to third parties, and make full restitution to Plaintiffs and
12 Class Members;
- 13 G. An award of attorneys' fees and costs as allowed by law;
- 14 H. An award of pre-judgment and post-judgment interest, as provided by law;
- 15 I. Leave to amend this Complaint to conform to the evidence produced at trial; and
- 16 J. Such other relief as may be appropriate under the circumstances.

17
18 DATED: November 11, 2015

CUTTER LAW, P.C.

19
20 /s/ John R. Parker, Jr.

21 By: _____
22 C. BROOKS CUTTER

23 JOHN R. PARKER, JR.
24 Attorneys for Plaintiffs
25
26
27
28

