

STATE OF NEW MEXICO
SAN MIGUEL COUNTY
FOURTH JUDICIAL DISTRICT COURT

BRIANA BRITO, on
behalf of herself and
all others similarly
situated;

Plaintiff,

v.

Case No.: D-412-CV-2014-00316

COMMUNITY
HEALTH SYSTEMS,
INC., a Delaware
Corporation;
COMMUNITY
HEALTH SYSTEMS
PROFESSIONAL
SERVICES
CORPORATION, a
Delaware
Corporation; ALTA
VISTA REGIONAL
HOSPITAL;
CARLSBAD
MEDICAL CENTER;
EASTERN NM
MEDICAL CENTER;
MIMBRES
MEMORIAL
HOSPITAL;
MOUNTAINVIEW
REGIONAL
MEDICAL CENTER;
& LEA REGIONAL
MEDICAL CENTER,

JURY DEMAND

Defendants.

CLASS ACTION COMPLAINT

COMES NOW Briana Brito, on behalf of herself and all others similarly situated, by and through her attorneys Branch Law Firm (Turner W. Branch, Margaret Moses Branch and Mary Lou Boelcke), and brings this action against Defendants Community Health Systems, Inc.; Community Health Systems Professional Services Corporation; Alta Vista Regional Hospital; Carlsbad Medical Center; Eastern New Mexico Medical Center Hospital; Mimbres Memorial Hospital; MountainView Regional Medical Center; and Lea Regional Medical Center, and hereby alleges as follows:

I. PARTIES

1. Plaintiff Briana Brito, individually and as class representative, is a resident of San Miguel County, New Mexico. Brito and her family treated at Alta Vista Regional Hospital at all times material to this Complaint.

2. Defendant Community Health Systems, Inc. (hereinafter “CHS”) is a Delaware corporation with its principal place of business in Tennessee. This Defendant, upon information and belief, does business in New Mexico, as well as 28 other states. CHS is the parent company that owns and operates, through subsidiaries, 206 general acute care hospitals in 29 states with approximately 31,000 licensed beds. CHS is, or was at all relevant times, the parent company for the named hospital defendants.

3. Defendant Community Health Systems Professional Services Corporation (hereinafter “CHSPSC”) is a Delaware corporation with its principal place of business in Tennessee. Upon information and belief, CHSPSC does business in New Mexico as well as 28 other states.

4. Defendant Alta Vista Regional Hospital (hereinafter “Alta Vista”) is a New Mexico corporation with its principal place of business in Las Vegas, New Mexico. Alta Vista

is, or was at all relevant times, a subsidiary of CHS that operates a hospital in Las Vegas, New Mexico with 54 licensed beds.

5. Defendant Carlsbad Medical Center is a New Mexico corporation with its principal place of business in Carlsbad, New Mexico. Carlsbad Medical Center is, or was at all relevant times, a subsidiary of CHS that operates a 115-bed facility with inpatient, outpatient, diagnostic, medical surgical and emergency services. It is an accredited Level III Trauma Center.

6. Defendant Eastern New Mexico Medical Center Hospital is a New Mexico corporation with its principal place of business in Roswell, New Mexico. Eastern New Mexico Medical Center is, or was at all relevant times, a subsidiary of CHS that operates a 162-bed facility with complete inpatient and outpatient care.

7. Defendant Mimbres Memorial Hospital is a New Mexico corporation with its principal place of business in Deming, New Mexico. Mimbres Memorial Hospital is, or was at all relevant times, a subsidiary of CHS that operates a 25-bed inpatient hospital.

8. Defendant MountainView Regional Medical Center is a New Mexico corporation with its principal place of business in Las Cruces, New Mexico. MountainView Regional Medical Center is, or was at all relevant times, a subsidiary of CHS that operates a 168-bed facility providing inpatient and outpatient care.

9. Defendant Lea Regional Medical Center is a New Mexico corporation with its principal place of business in Hobbs, New Mexico. Lea Regional Medical Center is, or was at all relevant times, a subsidiary of CHS that operates a 201-bed acute care facility providing complete medical care.

II. JURISDICTION & VENUE

10. This Court has jurisdiction over this action pursuant to NMSA 38-3-1 (A) and (F) because Plaintiff Briana Brito is a resident of San Miguel County, New Mexico.

III. SUMMARY OF CASE

11. This is a consumer class action lawsuit brought by Plaintiff, individually and on behalf of all other similarly situated persons (i.e., the class members), whose personal information (e.g., patient names, addresses, birthdates, telephone numbers, and social security numbers and, possibly including, patient credit card, medical or clinical information) (hereinafter “Sensitive Information”) considered protected under the Health Insurance Portability and Accountability Act (“HIPAA”) entrusted to Defendants was stolen and/or made accessible to hackers and identity thieves.

12. As a result of Defendants’ failure to implement and follow basic security procedures, Plaintiff’s Sensitive Information is now in the hands of thieves. Plaintiffs now face a substantial increased risk of identity theft, if not actual identity theft. Consequently, Defendants’ patients and former patients will have to spend significant time and money to protect themselves.

13. Additionally, as a result of Defendants’ failure to follow contractually-agreed upon, federally-prescribed, industry standard security procedures, Plaintiff received only a diminished value of the services she paid Defendants to provide. Plaintiff contracted for services that included a guarantee by Defendants to safeguard her personal information and, instead, Plaintiff received services devoid of these very important protections. Accordingly, Plaintiff alleges claims for breach of contract, unjust enrichment, money had and received, negligence, negligence per se, violation of the New Mexico Unfair Trade Practices Act, and breach of confidence.

IV. FACTS COMMON TO ALL COUNTS

14. Plaintiff is a patient and customer of Defendants' hospitals.

15. In the regular course of business, Defendants collect and maintain possession, custody, and control of a wide variety of Plaintiff's Sensitive Information, including but not limited to patient credit card, medical or clinical information and history, patient names, addresses, birthdates, telephone numbers and social security numbers.

16. Plaintiff and Defendants agreed that, as part of the services provided to Plaintiff, Defendants would protect Plaintiff's Sensitive Information.

17. This agreement to protect Plaintiff's Sensitive Information was a value added to the services provided by Defendants that was considered a benefit of the bargain for which Plaintiff paid adequate consideration.

18. Upon information and belief, a portion of the consideration paid by Plaintiff was accepted and rendered proceeds by Defendants that was allocated to protecting and securing Sensitive Information and ensuring HIPAA compliance. This allocation was made for the purpose of offering patients and customers, such as Plaintiff, to add value to the services provided by agreeing to protect Sensitive Information.

19. Defendants stored Plaintiff's Sensitive Information in an unprotected, unguarded, unsecured, and/or otherwise unreasonably protected electronic and/or physical location.

20. Defendants did not adequately encrypt, if at all, Plaintiff's Sensitive Information.

21. Defendants did not provide adequate security measures to protect Plaintiff's Sensitive information.

22. On or around April 2014 and June 2014, an "Advanced Persistent Threat" group originating from China accessed, copied, and transferred Plaintiff's Sensitive Information from Defendants.

23. Upon information and belief, this “Advanced Persistent Threat” group has typically sought valuable intellectual property, such as medical device and equipment development data.

24. CHS claims to have “confirmed that this data did not include patient credit card, medical or clinical information” but the data accessed, copied, and transferred did include Plaintiff’s information that is “considered protected under the Health Insurance Portability and Accountability Act (“HIPAA”) because it includes patient names, addresses, birthdates, telephone numbers and social security numbers.”

25. On or about August 18, 2014, CHS filed a Form 8-K with the United States Securities and Exchange Commission that provided the first notification of the data breach. This filing stated that the data breach “affected approximately 4.5 million individuals.” This filing also states that those who are affected were provided services by CHS within the last five years.

26. Defendants have taken no action to promptly notify their patients that were affected by the breach.

27. Defendants’ failure to notify its patients of this data breach in a reasonable time caused Plaintiff to remain ignorant of the breach and, therefore, Plaintiff was unable to take action to protect herself from harm.

28. Defendants designed and implemented their policies and procedures regarding the security of protected health information and Sensitive Information. These policies and procedures failed to adhere to reasonable and best industry practices in safeguarding protected health information and other Sensitive Information. Upon information and belief, Defendants failed to encrypt, or adequately encrypt, Plaintiff’s Sensitive Information.

29. By failing to fulfill their promise to protect Plaintiff’s Sensitive Information, Defendants have deprived Plaintiff of the benefit of the bargain. As a result, Defendants cannot

equitably retain payment from Plaintiff—part of which was intended to pay for the administrative costs of data security—because Defendants did not properly secure Plaintiff’s information and data.

V. INDIVIDUAL FACTS

Plaintiff Briana Brito

30. Briana Brito was a patient at Alta Vista Regional Medical Center for several years, including on January 11, 2012, April 20, 2012 and February 4, 2014. Brito provided personal and Sensitive Information to Defendants CHS and Alta Vista on these dates.

31. As an essential part of the services provided, Defendants CHS and Alta Vista agreed to protect her personal and Sensitive Information.

32. As a result of the data breach, Brito has suffered emotional distress and economic harm, including but not limited to: loss of payment to Defendants—part of which was intended to pay for the administrative costs of data security—because Defendants did not properly secure Brito’s personal and Sensitive Information, diminution in the value of services provided, and future expenses for credit monitoring.

VI. CLASS ALLEGATIONS

33. Plaintiff brings this action pursuant to NMRA 1-023(b)(2) and (3) on behalf of herself and a Class and subclasses defined as follows:

34. **The Class:** Plaintiff brings this action on behalf of herself and a Class of similarly situated individuals, defined as follows:

All individuals in the United States that are current or former customers/patients of CHS and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months of April 2014 to June 2014.

35. In the alternative, Plaintiff brings this action on behalf of herself and a Class of similarly situated individuals, defined as follows:

All individuals in the State of New Mexico that are current or former customers/patients of CHS and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months of April 2014 to June 2014.

Plaintiff proposes the following subclass(es):

- a. **Alta Vista Regional Hospital:** All individuals in the United States that are current or former customers/patients of CHS who treated at Alta Vista Regional Hospital and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months on or about April 2014 and June 2014.
- b. **Carlsbad Medical Center:** All individuals in the United States that are current or former customers/patients of CHS who treated at Carlsbad Medical Center and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months on or about April 2014 and June 2014.
- c. **Eastern New Mexico Medical Center Hospital:** All individuals in the United States that are current or former customers/patients of CHS who treated at Eastern New Mexico Medical Center Hospital and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months on or about April 2014 and June 2014.
- d. **Mimbres Memorial Hospital:** All individuals in the United States that are current or former customers/patients of CHS who treated at Mimbres Memorial Hospital and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months on or about April 2014 and June 2014.

e. **MountainView Regional Medical Center:** All individuals in the United States that are current or former customers/patients of CHS who treated at MountainView Regional Medical Center and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months on or about April 2014 and June 2014.

Lea Regional Medical Center: All individuals in the United States that are current or former customers/patients of CHS who treated at Lea Regional Medical Center and whose Sensitive Information was wrongfully accessed, copied, and transferred in the months on or about April 2014 and June 2014.

36. Excluded from the Classes are (1) any judge presiding over this action and members of their families; (ii) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former employees, officers, and directors; (iii) persons who properly execute and file a timely request for exclusion from the Classes; and (iv) the legal representatives, successors, or assigns of any such excluded persons, as well as any individual who contributed to the unauthorized access of the data stored by Defendants.

37. **Numerosity.** Members of the Classes are so numerous that their individual joinder herein is impracticable. Although the exact number of Class members and their addresses are unknown to Plaintiff, they are readily ascertainable from Defendants' records. Upon information and belief, there are at least 4.5 million class members in the nation-side class. Class members may be notified of the pendency of this action by mail and/or electronic mail, and supplemented (if deemed necessary or appropriate by the Court) by published notice.

38. **Typicality.** Plaintiff's claims are typical of the Classes because Plaintiff and the Classes sustained damages as a result of Defendants' uniform wrongful conduct during transactions with plaintiffs and Classes.

39. **Adequacy.** Plaintiff is an adequate representative of the Classes because her interests do not conflict with the interests of the members of the Class she seeks to represent. Plaintiff has retained counsel competent and experienced in class action litigation, and Plaintiff intends to prosecute this action vigorously. The interests of members of the Classes will be treated fairly and will be adequately protected by Plaintiff and her counsel.

40. **Predominance and Superiority:** This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy and joinder of all members of the Classes is impracticable. The damages suffered by the individual members of the Classes will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by Defendants' wrongful conduct. Thus, it would be virtually impossible for the individual members of the Classes to obtain effective relief from Defendants' misconduct. Even if members of the Classes could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of a single adjudication, economy of scale, and comprehensive supervision by a single court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

41. **Commonality:** Common questions of law and fact exist as to all members of the Classes and predominate over any questions affecting only individual members, and include, but are not limited to:

- a. Whether Defendants were negligent in collecting, storing, and protecting Plaintiff's and the Class members' Sensitive Information;
- b. Whether Defendants were wanton in collecting, storing, and protecting Plaintiff's and the Class members' Sensitive Information;
- c. Whether Defendants took reasonable steps and measures to safeguard Plaintiff's and Class members' Sensitive Information;
- d. Whether Defendants breached its duty to exercise reasonable care in handling Plaintiff's and Class members' Sensitive Information by storing that information in the manner alleged herein;
- e. Whether Defendants notified Plaintiff and the Classes of the data breach within a reasonable amount of time;
- f. Whether implied or express contracts existed between Defendants, on the one hand, and Plaintiff and the Class members on the other;
- g. Whether Plaintiff and the Classes are at an increased risk of identity theft or other malfeasance as a result of Defendants' failure to protect their Sensitive Information;
- h. Whether Defendants stored Sensitive Information in a reasonable manner under industry standards;
- i. Whether protecting Plaintiff's Sensitive Information was a service provided by Defendants;
- j. Whether Defendants have unlawfully retained payment from Plaintiff because of Defendants' failure to fulfill its agreement to protect Plaintiff's Sensitive Information;
- k. Whether and to what extent Plaintiff and the Classes have sustained damages.

- l. Whether Defendants were unjustly enriched;
- m. Whether Defendants breached their duty of confidentiality to Plaintiff;
- n. Whether Defendants violated statutory law in their handling of Plaintiffs' Sensitive Information.

42. Plaintiff reserves the right to revise Class definitions and questions based upon facts learned in discovery.

VII. CAUSES OF ACTION

Count 1 – Unjust Enrichment

43. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

44. Defendants received payment from Plaintiff to perform services that included protecting Plaintiff's Sensitive Information.

45. Defendants did not protect Plaintiff's Sensitive information, but retained Plaintiff's payments.

46. Defendants have knowledge of said benefit.

47. Defendants have been unjustly enriched and it would be inequitable and unjust for Defendants to retain Plaintiff's payments.

48. As a result, Plaintiffs have been proximately harmed and/or injured.

49. WHEREFORE, Plaintiff demands judgment against Defendants concurrently, for compensatory and/or punitive damages, the sum to be determined by a jury, which will fairly and adequately compensate Plaintiff for the above described damages and injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

Count 2—Money Had and Received

50. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

51. Defendants have received payment from Plaintiff to perform services that included protecting Plaintiff's Sensitive Information.

52. Defendants did not protect Plaintiff's Sensitive information, but retained Plaintiff's payments.

53. The law creates an implied promise by Defendants to pay it to Plaintiff.

54. Defendants have breached said implied promise.

55. Defendants breach has proximately caused Plaintiff to suffer harm and damages.

56. WHEREFORE, Plaintiff demands judgment against Defendants concurrently, for compensatory and/or punitive damages, the sum to be determined by a jury, which will fairly and adequately compensate Plaintiff for the above described damages and injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

Count 3—Breach of Contract (Express and Implied)

57. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

58. Plaintiff paid money to Defendants in exchange for hospital's services, which included promises to protect Plaintiff's health information and Sensitive Information.

59. In their written services contract, Defendants promised Plaintiff that Defendants would only disclose health information when required to do so by federal or state law. Defendants further promised that they would protect Plaintiff's Sensitive Information.

60. Defendants promised to comply with all HIPAA standards and to make sure that Plaintiff's health information and Sensitive Information was protected.

61. Defendants' promises to comply with all HIPAA standards and to make sure that Plaintiff's health information and Sensitive Information were protected created an express contract.

62. To the extent that it was not expressed, an implied contract was created whereby Defendants promised to safeguard Plaintiff's health information and Sensitive Information from being accessed, copied, and transferred by third parties.

63. Under the implied contract, Defendants were further obligated to provide Plaintiff with prompt and sufficient notice of any and all unauthorized access and/or theft of her Sensitive Information.

64. Defendants did not safeguard Plaintiff's health information and Sensitive Information and, therefore, breached their contract with Plaintiff.

65. Defendants allowed third parties to access, copy, and transfer Plaintiff's health information and Sensitive Information and, therefore, breached their contract with Plaintiff.

66. Furthermore, Defendants failure to satisfy their confidentiality and privacy obligations resulted in Defendants providing services to Plaintiff that were of a diminished value.

67. As a result, Plaintiff has been harmed and/or injured.

68. WHEREFORE, Plaintiff demands judgment against Defendants concurrently, for compensatory and/or punitive damages, the sum to be determined by a jury, which will fairly and adequately compensate Plaintiff for the above described damages and injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

Count 4—Negligence

69. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

70. Defendants requested and came into possession of Plaintiff's Sensitive Information and had a duty to exercise reasonable care in safeguarding and protecting such information from being accessed. Defendants' duty arose from the industry standards discussed above and their relationship with Plaintiff.

71. Defendants had a duty to have procedures in place to detect and prevent the improper access and misuse of Plaintiff's Sensitive Information. The breach of security, unauthorized access, and resulting injury to Plaintiff and the Class and Subclasses were reasonably foreseeable, particularly in light of Defendants' inadequate data security system and failure to adequately encrypt the data.

72. Defendants, through their actions and/or omissions, unlawfully breached their duty to Plaintiff by failing to implement industry protocols and exercise reasonable care in protecting and safeguarding Plaintiff's Sensitive Information within Defendants' control.

73. Defendants, through their actions and/or omissions, breached their duty to Plaintiff by failing to have procedures in place to detect and prevent access to Plaintiff's Sensitive Information by unauthorized persons.

74. But for Defendants' breach of their duties, Plaintiff's Sensitive Information would not have been compromised.

75. Plaintiff's Sensitive Information was stolen and accessed as the proximate result of Defendants' failure to exercise reasonable care in safeguarding such information by adopting, implementing, and maintaining appropriate security measures and encryption.

76. Defendants knew, were substantially aware, should have known, or acted in reckless disregard that Plaintiffs would be harmed if Defendants did not safeguard and protect Plaintiff's Sensitive Information. As a result, Plaintiff has been harmed and/or injured.

77. WHEREFORE, Plaintiff demands judgment against Defendants concurrently, for compensatory and punitive damages, the sum to be determined by a jury, which will fairly and adequately compensate Plaintiff for the above described damages and injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

Count 5—Negligence Per Se

78. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

79. Defendants' violation of HIPAA resulted in an injury to Plaintiff.

80. Plaintiff falls within the class of persons HIPAA was intended to protect.

81. The harms Defendants caused to Plaintiff are injuries that result from the type of behavior that HIPAA was intended to protect.

82. As a result, Plaintiff has been harmed and/or injured.

83. WHEREFORE, Plaintiff demands judgment against Defendants concurrently, for compensatory and/or punitive damages, the sum to be determined by a jury, which will fairly and adequately compensate Plaintiff for the above described damages and injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

Count 6—Breach of Confidence / Wrongful Disclosure of Confidential Communication

84. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

85. A relationship of trust and confidence exists between Plaintiff, the patient, and Defendants as her health care provider.

86. Defendants owed a duty of confidence to Plaintiff.

87. Defendants learned of Plaintiff's confidential information.

88. Defendants breached their duty to Plaintiff by the above allegations.

89. Plaintiff suffered damages as a result of Defendants' breach of their duty of confidence.

90. Wherefore, Plaintiff demands judgment against Defendants concurrently, for compensatory and/or punitive damages, the sum to be determined by a jury, which will fairly and adequately compensate Plaintiff for the above described damages and injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

Count 7 – Violation of the NM Unfair Trade Practices Act, NMSA 57-12-1 et seq.

91. Plaintiff adopts and re-alleges all paragraphs set forth hereinabove as if fully set out herein.

92. Defendants violated the Unfair Trade Practices Act in connection with the sale of services or in the extension of credit to the plaintiff in their regular course of business and commerce that tended to or did deceive Plaintiff, specifically, a) representing that goods or services were of a specific quality when they were not; b) stating that the transactions made with Plaintiff involved certain rights, remedies or obligations that the transactions did not involve; and, c) failing to deliver the quality of services contracted for. NMSA 57-12-2 (D)(7), (15), & (17).

93. Defendants knowingly made the false or misleading statements or representations listed above.

94. Pursuant to NMSA 57-12-10, in any class action filed under the Unfair Trade Practices Act, the named plaintiffs as well as members of the class may recover actual monetary damages.

95. Wherefore, Plaintiff demands judgment against Defendants concurrently, for compensatory and/or punitive damages, the sum to be determined by a jury, and injunctive relief, which will fairly and adequately compensate Plaintiff for the above described damages and

injuries, together with interest from the date of the incident and the costs of the proceeding, including attorney's fees.

RELIEF REQUESTED

96. Based on the above allegations, Plaintiff respectfully asks the Court to:
- a. Certify this case as a class action on behalf of the Class and Subclasses as defined above, and appoint named Plaintiff as class representative and undersigned counsel as lead counsel;
 - b. Find that Defendants are liable under all legal claims asserted herein for their failure to safeguard Plaintiff's and Class members' Sensitive Information;
 - c. Award injunctive and other equitable relief as is necessary to protect the interests of the Classes, including: (i) an order prohibiting Defendants from engaging in the wrongful and unlawful acts described herein, and (ii) requiring Defendants to protect all data collected through the course of its business in accordance with HIPAA and industry standards, (iii) consumer credit protection and monitoring services for Plaintiff; and (iv) consumer credit insurance to provide coverage for unauthorized use of Plaintiff's personal information, medical information, and financial information;
 - d. Award damages, including statutory damages where applicable and punitive damages, to Plaintiff and the Classes in an amount to be determined at trial;
 - e. Award restitution for any identity theft, including, but not limited to payment of any other costs, including attorneys' fees incurred by the victim in clearing the victim's credit history or credit rating, or any costs incurred in connection with any civil or administrative proceeding to satisfy any debt, lien, or other obligation of the victim arising as the result of Defendants' actions;

- f. Award restitution in an amount to be determined by an accounting of the difference between the price Plaintiff and the Classes paid in reliance upon Defendants' duty/promise to secure its members' Sensitive Information, and the actual services—devoid of proper protection mechanisms—rendered by Defendants;
- g. Award Plaintiff and the Classes their reasonable litigation expenses and attorneys' fees;
- h. Award Plaintiff and the Classes pre and post-judgment interest to the maximum extent allowable by law; and
- i. Award such other and further legal or equitable relief as equity and justice may require.


VIII. JURY DEMAND

97. Plaintiff demands a jury trial on all issues in this action.

Date: September 19, 2014

Respectfully submitted:

Branch Law Firm

By: 

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