UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE:

Ch. 7

POWER HOME SOLAR, LLC,

Debtor **Case No. 22-50228**

CLAUDE MUMPOWER, et al.,
for themselves
and on behalf of others similarly situated,

Plaintiffs,

v. **Adv. Pro. No: 23-03005**

POWER HOME SOLAR, LLC, et al.,
Defendants.

PLAINTIFFS' OPPOSITION MEMORANDUM TO
TRUSTEE'S MOTION TO (A) DENY CLASS CERTIFICATION AND
(B) DISMISS FIRST AMENDED ADVERSARY CLASS ACTION COMPLAINT

Plaintiffs, on behalf of themselves and all others similarly situated, through counsel, state as follows in opposition to the Motion to (A) Deny Class Certification and (B) Dismiss First Amended Adversary Class Action Complaint filed by Trustee Jimmy R. Summerlin (the "Trustee") (ECF No. 112).

INTRODUCTION

This case concerns a fraudulent scheme through which Defendants induced consumers to purchase underperforming solar panel systems at secretly inflated prices. Not only did Plaintiffs' loans include hidden fees, but Defendants promised Plaintiffs that they would receive significant federal tax *rebates* following their purchases. Plaintiffs, however, could have at best obtained tax

credits to offset tax liabilities that they may have then owed. In other words, no Plaintiffs received—as explicitly promised by Defendants—an automatic payment from the federal government.

This class action seeks to remedy those wrongs authorized and implemented by the Defendants. Plaintiffs allege that Defendants violated the federal Racketeer Influenced and Corrupt Organizations Act (RICO), the Virginia Consumer Protection Act (VCPA), the North Carolina Unfair and Deceptive Trade Practices Act (UDTPA), common law fraud, and the federal Truth in Lending Act (TILA).

The Trustee seeks in his motion a premature adjudication of the question of whether the Plaintiffs' claims should be certified as a class action pursuant to Federal Rule of Bankruptcy Procedure 7023, incorporating Federal Rule of Civil Procedure 23. As Plaintiffs have not yet moved for certification of a class action, and the Court has not yet determined the enforceability of arbitration agreements in which class action waivers are embedded, the question of whether a class action should be certified is not yet ripe for determination. Accordingly, for the reasons set forth more fully below, Plaintiffs ask the Court to deny the Trustee's Motion to Deny Class Certification.

The Trustee also seeks dismissal of the Plaintiffs' case based upon the erroneous argument that Plaintiffs' claims for damages and other relief under RICO, VCPA, UDTPA, and fraud (but not Plaintiffs' TILA claim) are property of the estate and, thus, that only the Trustee is the proper party to bring such claims. In making this, his only argument for dismissal, the Trustee's primary support is a case that is plainly distinguishable. This is not a case in which the claims asserted belong to the Debtor. Instead, the claims belong to numerous consumers who were defrauded by the Debtor and its co-Defendants, and only these Plaintiffs may bring such claims. Accordingly,

for the reasons set forth more fully below, the Plaintiffs ask the Court to deny the Trustee's Motion to Dismiss.

FACTS

The named Plaintiffs in this adversary proceeding have each filed individual proofs of claim, and they have collectively filed a class proof of claim, to which no party in interest has objected. Additionally, Plaintiffs have filed the instant adversary proceeding asserting claims against Power Home and other non-debtor Defendants.

The operative Amended Complaint details the misrepresentations and fraud that were systematically carried out by Power Home. (*See* Am. Compl. ¶¶ 28–92, ECF No. 34.) The named Plaintiffs in this action are residents of Virginia or North Carolina who signed separate contracts with Power Home for the installation of a home solar panel system with financing to be arranged with the financial-entity defendants. Additionally, Defendant Jayson Waller ("Waller") was the founder and Chief Executive Officer of Power Home, and he authorized and ratified the wrongful conduct by the Debtor that harmed the named Plaintiffs. (*Id.* ¶ 28.)

Specifically, "at the direction of Waller, Power Home established contracts with the financial-entity defendants for those entities to work with Power Home to sell and finance residential solar power systems that produced electricity." (*Id.* ¶ 29.) Regarding the hidden fee, "Waller personally oversaw how Power Home sold its systems and arranged financing with the financial entities." (*Id.* ¶ 35.) He also "ensured that the agents who sold the system and arranged the financing did not disclose the hidden fee." (*Id.* ¶ 38.) The Debtor had "established a standard sales pitch to be used when these systems and the related financing were sold to consumers." (*Id.* ¶ 40.) This "pitch misled consumers about the efficiency and effectiveness of the system being sold to them, misrepresented the federal solar tax credit as a guaranteed rebate that would come back to the consumer in one lump sum, and misrepresented the amount of the dollar benefit to the

consumer." (*Id.* ¶ 41.) The Debtor's agents were not trained to even determine how much of a credit a consumer might receive. (*Id.* ¶¶ 42–46.) Instead, the sales agents were trained to misrepresent "the full potentially available tax credit as a rebate that the customer would necessarily receive all at one time, as a cash payment rather than a reduction in tax owed." (*Id.* ¶ 48.) As trained, the agents would "present this idea even to people who would not receive any tax credit at all, such as people on disability." (*Id.* ¶ 49.) Finally, the agents were to "discuss the monthly payment that would be required to pay the loan as if the full amount of the tax credit would be available to the consumer the following year." (*Id.* ¶ 50.)

Plaintiffs' Amended Complaint explains how the Debtor increased the cost of the system far higher than if the consumer were to pay cash. (*Id.* ¶ 53.) It details how this was to cover the hidden fee. (*Id.* ¶¶ 55–56.) "No Plaintiffs were aware of the hidden fee in their contract because the Defendants took affirmative steps to conceal its existence from them." (*Id.* ¶ 81.) Those steps are set forth in Paragraphs 82 through 87. The hidden fee did not become known until the fall of 2022. (*Id.* ¶ 88.) Furthermore, Plaintiffs have alleged that no reasonable borrower diligence or investigation would have uncovered the extent of the hidden fee prior to that time, and that Plaintiffs had no means to access the confidential contracts between Power Home and the financial entity defendants. (*Id.* ¶¶ 89–92.)

STANDARD OF REVIEW

Federal Rule of Civil Procedure 12(b) applies in adversary procedures under Federal Bankruptcy Rule 7012(b). When bringing a motion under Bankruptcy Rule 7012(b), the defendant must affirmatively state whether they are consenting to the bankruptcy court issuing a final order or judgment in the case. To Plaintiffs' knowledge, the Trustee has not stated whether he consents to entry of final judgment by this Court of these claims in this adversary proceeding, and the Trustee has sought a final order of dismissal.

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) tests the sufficiency of a complaint. Put simply, it asks whether the Plaintiff has stated a claim that is plausible on its face. *Meadows v. Northrop Grumman Innovation Systems,* 436 F. Supp. 3d 879, 889 (W.D. Va. 2020). "In ruling on a 12(b)(6) motion, the court must accept all well-pleaded allegations in the complaint as true and draw all reasonable factual inferences in the light most favorable to the plaintiff." *Id.* (citing *Ibarra v. United States*, 120 F.3d 472, 474 (4th Cir. 1997)). A claim is facially plausible when the plaintiff's allegations 'allow[ ] the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.'" *Lewis v. Davis,* No. 7:22-cv-00023, 2022 WL 16722362, at *1 (W.D. Va. Nov. 4, 2022) (citing *Ashcroft v. Iqbal,* 556 U.S. 662, 678 (2009)). Determining whether a complaint states a plausible claim for relief is "a context-specific task that requires the reviewing court to draw on its judicial experience and common sense." *Francis v. Giacomelli*, 588 F.3d 186, 193 (4th Cir. 2009) (citing *Ashcroft v. Iqbal,* 556 U.S. 662, 679 (2009)).

As the Fourth Circuit has explained, plausibility is not a high bar. "Although it is true that the complaint must contain sufficient facts to state a claim that is plausible on its face, it nevertheless need only give the defendant fair notice of what the claim is and the grounds on which it rests. Thus, we have emphasized that a complaint is to be construed liberally so as to do substantial justice." *Hall v. DIRECTV, L.L.C.*, 846 F.3d 757, 765 (4th Cir. 2017) (internal quotation marks and citations omitted). A motion to dismiss "does not serve as the means by which a court will resolve contests surrounding the facts, determine the merits of a claim or address potential defenses." *Borg v. Warren*, No. 3:21-cv-12, 2021 WL 2657005, at *7 (E.D. Va. June 28, 2021). "The plausibility standard is not akin to a probability requirement . . . ." *Iqbal*, at 678. "[A] well-pleaded complaint may proceed even if it strikes a savvy judge that actual proof of the facts alleged is improbable, and that a recovery is very remote and unlikely." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 (2007).

"In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake." Fed. R. Civ. P. 9(b). A court, however, "should hesitate to dismiss a complaint under Rule 9(b) if [it] is satisfied (1) that the defendant has been made aware of the particular circumstances for which she will have to prepare a defense at trial, and (2) that plaintiff has substantial prediscovery evidence of those facts." *Harrison v. Westinghouse Savannah River Co.*, 176 F.3d 776, 784 (4th Cir. 1999).

ARGUMENT

I. Whether Plaintiffs' claims should be certified for class action is not presently before the Court, so the Trustee's motion to deny class action is not ripe and should be denied without prejudice as premature.

The Trustee argues that this Court should deny class certification on a number of bases, including (1) that "most, if not all" of the Plaintiffs executed an "Arbitration Agreement" containing a class action waiver (*See* Trustee's Motion ¶ 12(a), ECF No. 112.), (2) that each of the Plaintiffs' allegations and causes of action are subject to "mandatory individual arbitration" (*Id.* ¶ 12(b).), (3) that the claims process of bankruptcy would be made less efficient if class action was applied (*Id.* ¶ 12(c).), and (4) that the "prerequisites" under Rule 7023(a) and 7023(b) are not met in this case. (*Id.* ¶ 12(d).) The determination of whether or not to apply Rule 7023 to this case has not yet been put before this Court and, accordingly, it is not ripe for a determination. At best, the issues the Trustee raises regarding the applicability of class action are subsumed within the threshold questions raised by motions filed by various defendants seeking to compel arbitration. (See, for example, Defendant Goodleap, LLC's Memorandum in Support of Its Motion to Compel Arbitration, Part IV, pages 4-14, ECF No. 69.) Plaintiff opposes those motions and will fully brief the various arbitration issues in response to each such motion.

More importantly, filings by other Defendants in this case has shown that the Debtor used different forms of its arbitration clause. For instance, the agreements at ECF 84-2, 84-3, and 84-4,

all show a materially different arbitration agreement than the one proferred by the Trustee. (See pg. 9 of 15). This arbitration provision has no class action prohibition embedded within it. When and if the Court takes up the issue of whether class certification is appropriate, the Trustee can then more clearly identify for the Court which debtors it claims have knowingly waived their rights to participate in a class action.

As the Trustee acknowledges, the class action waivers are embedded in and made a part of some of the respective arbitration agreements, and its argument would necessarily only apply to those case. The Trustee inaccurately describes the arbitration agreements as "mandatory" even though this Court has discretion to refuse to enforce arbitration if it finds that the Plaintiffs' claims are constitutionally core, *Moses v. CashCall*, 781 F.3d 63, 71-72 (4th Cir. 2015), or that referring non-constitutionally core claims to arbitration would defeat the "animating purpose" of the Bankruptcy Code of providing a centralized claims allowance process. *CashCall*, 781 F.3d at 83 (Gregory, J., concurring). As fully explained in the briefs opposing the various motions to compel arbitration, whether core or not, the test for any claim is whether referring that matter to arbitration would substantially interfere with the bankruptcy process. Accordingly, if the Court eventually agrees with Plaintiffs and exercises its discretion to not enforce the arbitration agreements, then the Court may subsequently consider applying Rule 7023 to this case. However, to grant the Trustee's motion and deny the applicability of Rule 7023 based on the waivers embedded within the arbitration agreements without first evaluating whether to enforce the very same arbitration provisions would put the cart before the horse, and would be error.

To the extent that the Trustee argues that class action waivers are somehow independent of the arbitration clause in which they are embedded, the Trustee may not assert that such class action waivers are given the same deferential treatment as arbitration agreements. Once outside the umbrella of the arbitration agreement, the Trustee would need to prove that these were knowing

and voluntary waivers obtained in enforceable contracts. Like other rights regarding court procedures, the right to participate in a class action may be waived by agreement. *See Flintkote Co. v. W.W. Wilkinson, Inc*., 220 Va. 564, 570, 260 S.E.2d 229, 230, 232 (1979). Any waivers of important court procedures requires intentional relinquishment of a known right. *See Hunter v. Commonwealth*, 13 Va. App. 187, 191, 409 S.E.2d 483, 485 (1991)(in the context of a criminal proceeding but equally applicable to any waiver of the right to participate in a class action). Thus, "[w]aivers of constitutional rights not only must be voluntary but must be knowing, intelligent acts done with sufficient awareness of the relevant circumstances and likely consequences." *Id.* (quoting *Brady v. United States*, 397 U.S. 742, 748 (1970)). This principle has been recognized in numerous cases around the United States. *See Erie Telecommunications, Inc. v. City of Erie*, 853 F.2d 1084, 1096 (3rd Cir. 1988) ("Constitutional rights, like rights and privileges of lesser importance, may be contractually waived where the facts and circumstances surrounding the waiver make it clear that the party foregoing its rights has done so of its own volition, with full understanding of the consequences of its waiver."); *K.M.C. Co. v. Irving Trust Co.*, 757 F.2d 752, 756 (6th Cir. 1985); *Western Nat'l Mutual Ins. Fund v. Lennes (In re Workers Compensation Refund)*, 46 F.3d 813, 819 (8th Cir. 1995); *see also Finch v. Vaughn*, 67 F.3d 909, 914 (11th Cir. 1995). Under ordinary common law contract law, any contract clause that waives a right will only be enforced "[i]f the party being charged with relinquishment of a right had knowledge of the right and intended to waive it . . . ." *Gordonsville Energy L.P. v. Virginia Electric and Power Comp*. 257 Va. 344, 356, 512 S.E.2d 811, (1999) (*citing Roenke v. Virginia Farm Bureau Mut. Ins.* Co., 209 Va. 128, 135, 161 S.E.2d 704, 709 (1968)). Like any other contractual waiver, to be an effective waiver, a party "should be apprised of all the facts: of those which create the forfeiture, and those which will necessarily influence its judgment in consenting to waive it." *Combs v. Equitable Life Ins. Co.*, 120 F.2d 432, 438 (4th Cir. 1941)(holding no waiver granted where party

had not been fully informed about pertinent facts); *see also MacDonald v. First Interstate*, 100 B.R. 714 (D. Del. 1989) (even in commercial settings a waiver will scrutinized). In its Motion to Dismiss the Trustee does not even try to meet these ordinary waiver standards and is instead relying on the arbitration clause, and its presumption of enforceability. This issue can only be taken up in an evidentiary process where the Trustee asserts and proves its defense to the issue of class action treatment.

Furthermore, Plaintiffs have alleged that these contracts were fraudulently induced. Under Virginia law, fraud in the inducement of a contract is grounds for a tort claim. *See Abi–Najm v. Concord Condominium, LLC*, 280 Va. 350, 362-63, 699 S.E.2d 483, 489-90 (2010). North Carolina similarly prohibits fraudulently induced contracts. *See Media Network, Inc. v. Long Haymes Carr, Inc*., 197 N.C.App. 433, 453, 678 S.E.2d 671, 684 (2009). Because fraud in the inducement "vitiates the contract", clauses within such a contract cannot be enforced to the detriment of the victim. *See Laundry Machinery Co*., 225 N.C. 285, 288–89, 34 S.E.2d 190, 192–93 (1945). Therefore, such fraudulently induced clauses like the one the Trustee asserts cannot be enforced on a Motion to Dismiss that accepts all the alleged facts as true.

When the Court decides the respective motions to compel arbitration, it may be appropriate for the Court to consider the Trustee's third argument on the applicability of class action to this case (whether or not it would enhance judicial efficiency), but the arbitration motions are decided on the individual cases and whether substantial interference exists. Because the class action remedy is not the issue, this Court could both refuse to send any parts of this case to arbitration, and still later determine that class action treatment is not appropriate. In support of the position such treatment is not appropriate, the Trustee simply expresses his opinion that class action litigation would lessen the efficiency of the claims process in this case and cites a case that denied permission for a class action to be filed as an adversary proceeding in a very different, clearly

distinguishable situation. (*See* Trustee's Motion ¶ 12(c), ECF No. 112, citing *In re Sibaham Ltd.,* No. 19-31537, 2020 Bank. LEXIS 1393 at *7-8 (Bankr. W.D.N.C. 2020).) *Sibaham* was a Chapter 15 international insolvency proceeding in which this Court denied creditors' request to be allowed to file class action litigation for reasons peculiar to that specific and uncommon type of bankruptcy case, including that allowing a class action would conflict with principles of international comity. *Id.* No such concerns exist in this case. However, like his other arguments, it is premature for the Court to consider this issue at this stage of the case and to do so would be error. When that matter is before the Court, this Court "can exercise discretion and fashion a remedy that is appropriate to the circumstances," potentially including applying Rule 7023 and certifying a class or classes. *Brannan v. Wells Fargo Home Mortgage, Inc*. (*In re* Brannan), 485 B.R. 443, 456 (Bankr. S.D. Ala. 2013). At that time, Plaintiffs will present argument why class action treatment is the most efficient way for this Court to do justice and to determine how to properly value the claims of Power Home's victims.

Finally, the Trustee accurately describes the factors the Plaintiffs must eventually meet if the Court denies arbitration and allows Plaintiffs the opportunity to move to certify class action. Although Plaintiffs disagree with the Trustee's assessment as to whether those factors are met, more specifically, as stated above, whether or not to certify this case for class action is not a ripe issue. That issue can only be taken up after the Court (at a minimum) decides whether or not to enforce those arbitration agreements in which the class waivers are embedded. Further, it is normal for class discovery to take place to allow plaintiffs to obtain sufficient information to support a motion under Rule 7023. See, e.g., *Priddy v. Health Care Serv. Corp.*, 870 F.3d 657, 660 (7th Cir. 2017) ("The plaintiff bears the burden of proving by a preponderance of the evidence all necessary prerequisites to the class action. This normally means that some discovery related to the class certification issue must take place. Ever since the Supreme Court underscored this point in *Wal-*

Mart and related cases, as a practical matter the time when a potential class action is ripe for a certification decision has been pushed back, and the burden on the party seeking to proceed with a class has increased."). Until that time, the appropriateness of class action in this bankruptcy case is not a matter ripe for argument or decision. Plaintiffs are entitled to the discovery necessary for them to prove to this Court that the class action factors are met.

II. The Trustee's Motion to Dismiss should be denied because the Plaintiffs' causes of action are not property of the estate, and the Plaintiffs have otherwise plausibly pled their claims.

A motion under Federal Rule of Civil Procedure 12(b)(6) "challenges the legal sufficiency of a complaint considered with the assumption that the facts are alleged to be true." "[D]etermining whether a complaint states on its face a plausible claim for relief and therefore can survive a Rule 12(b)(6) motion . . . requires the reviewing court to draw on its judicial experience and common sense." *Francis v. Giacomelli*, 588 F.3d 186, 192-93 (4th Cir. 2009). The Federal Rule requires that the facts alleged by the Plaintiffs be presumed to be true and that the complaint should be dismissed only when "'it is clear that no relief could be granted under any set of facts that could be proved consistent with the allegations.'" *White v. Jones*, No. 1:10CV799, 2010 WL 3395695, at *2 (E.D. Va. Aug. 23, 2010) *aff'd,* No. 10-7283, 2010 WL 5439712 (4th Cir. Dec. 29, 2010) (quoting *Hishon v. King & Spalding,* 467 U.S. 69, 73 (1984)). Thus, Federal Rule 12(b)(6) tests the sufficiency of the Complaint without resolving disputes of fact, the merits of claims, or the applicability of defenses. *Verrett v. Gen. Motors Auto. Grp.*, No. 3:15CV416-HEH, 2016 WL 4500865, at *1 (E.D. Va. Aug. 26, 2016).

The Trustee alleges a single defect of the Complaint that he argues justifies dismissal: that "the four common causes of action (RICO, VCPA, NCUDTPA, and Fraud) are property of the Debtor's bankruptcy estate and/or are so closely related to claims that are property of the Debtor's bankruptcy estate" that the Plaintiffs cannot raise them and that they may only be raised by the

Trustee. (*See* Trustee's Motion ¶ 15, ECF No. 112.). While it is true that, "under Rule 17's real-party-in-interest requirement, it is the Chapter 7 trustee . . . who may possess standing on behalf of the estate to bring a pre-petition claim," *Wilson v. Dollar Gen. Corp.*, 717 F.3d 337, 343 (4th Cir. 2013), the claims alleged by the Plaintiffs do not belong to the Debtor or the estate, but to the Plaintiffs alone, and are raised against the Debtor.

The Trustee's argument that the claims brought by the Plaintiffs are property or the estate rests upon a single decision, *Alvarez v. Ward*. (*See* Trustee's Motion ¶ 16, ECF No. 112, citing *Alvarez*, No. 1:11cv03, 2012 U.S. Dist. LEXIS 4557 (W.D.N.C. Jan. 13, 2012).). In *Alvarez*, creditors filed suit for damages they alleged were caused when the directors of the bankrupt corporate entity breached their fiduciary duties. *Id*. at *13-14. The Court applied North Carolina law concerning to whom directors owe a fiduciary duty—whether the creditors of the corporation or, instead, the corporation itself—and held that

> In North Carolina, the directors of a corporation generally owe a fiduciary duty to the corporation, and when it is alleged that the directors have breached this duty, only the corporation may sue, not a creditor or a shareholder. In North Carolina, directors of a corporation do not owe a fiduciary duty to the creditors of the corporation. Thus, when the creditors of an insolvent corporation share an injury based on a common act, only a receiver or trustee has standing to assert the creditors' collective claim against the directors of the corporation. A single creditor may not individually maintain a general action against a corporation's directors and officers if that creditor shares that injury common to all creditors and has personally been injured only in an indirect manner. Thus, where fraud or negligent mismanagement of a corporation's business by its directors has resulted in a loss to the corporation and its creditors generally, the right of action belongs to the corporation, and an action against the directors may be maintained only in the name of the corporation for the benefit of all creditors.

Id. at *12-13, quoting *In re Bostic Construction, Inc.*, 435 B.R. 46, 60-62 (Bankr.M.D.N.C. 2010).

Clearly, this case does not raise claims like those in *Alvarez*, where the allegations were that the corporate directors "looted" and "divested" the corporate debtor of assets for their own benefit before putting the corporate entity into bankruptcy. *Id*. at *13-14. No allegations

concerning breach of fiduciary duty have been raised against corporate officers and directors and, as the nature of the allegations were central to the holding in *Alvarez*, that decision plainly has no applicability to this case. The Plaintiffs are not general creditors who claim the assets of the estate were looted. Instead, this case alleges that Power Home, Waller, and its financial entity co-defendants systemically engaged in a civil conspiracy that included material misrepresentations and fraud that harmed these specific Plaintiffs and others. (*See* Am. Compl. ¶¶ 28–92, ECF No. 34.) Waller himself is named as a defendant, but the Plaintiffs have raised no allegations that he breached any fiduciary duties, nor that he diluted corporate assets. Plaintiffs are not simply bringing claims that are the estates to bring.

Accordingly, no basis exists for the Trustee to assert Plaintiffs' claims belong to the estate. Indeed, no claim against Power Home by a victim of its practices can possibly be a claim owned by this estate. These claims belong exclusively to the Plaintiffs themselves, they are not property of the estate, and accordingly, dismissal is inappropriate.

CONCLUSION

Plaintiffs therefore request that the Trustee's Motion to (A) Deny Class Certification and (B) Dismiss First Amended Complaint Adversary Class Action Complaint be denied. To the extent that the Court considers that any claim is not sufficiently alleged, Plaintiffs respectfully request leave to amend.

Respectfully submitted,

/s/ Rashad Blossom

Rashad Blossom (NC State Bar No. 45621)
Blossom Law PLLC
301 S. McDowell St., Suite 1103
Charlotte, NC 28204
Telephone: (704) 256-7766
Facsimile: (704) 486-5952
rblossom@blossomlaw.com

Counsel for all Plaintiffs

Theodore ("Thad") O. Bartholow III
(*Admitted Pro Hac Vice*)
Texas State Bar No. 24062602
Karen L. Kellett
Texas State Bar No. 11199520
KELLETT & BARTHOLOW PLLC
11300 N. Central Expressway, Suite 301
Dallas, Texas 75243
Telephone: (214) 696-9000
Facsimile: (214) 696-9001
thad@kblawtx.com
Counsel for all Plaintiffs

Thomas Domonoske, VSB #35434
(*Admitted Pro Hac Vice*)
Leonard A. Bennett, VSB #37523*
Consumer Litigation Associates, P.C.
763 J. Clyde Morris Blvd., Ste. 1-A
Newport News, VA 23601
Telephone: (757) 930-3660
Facsimile: (757) 930-3662
Email: lenbennett@clalegal.com
Email: tom@clalegal.com
**Pro Hac Vice motion forthcoming*
Counsel for all Plaintiffs:

Kristi Cahoon Kelly, VSB #72791
J. Patrick McNichol, VSB# 92699
KELLY GUZZO, PLC
3925 Chain Bridge Rd, Suite 202
Fairfax, Virginia 22030
Telephone: (703) 424-7572
Facsimile: (703) 591-9285
E-mail: kkelly@kellyguzzo.com
E-mail: pat@kellyguzzo.com
Counsel for all Virginia Plaintiffs
Herman Bland, Sylvia Bland, Jacob Green, Emily Yeatts, Marc Vredenburg, Shon Jualin, Amber Jualin, Richard Monteria, Logan Schalk, Kim l. Larsen, Scott Larsen, Jason Schieber, Damien Sink, Heather Wilson Medlin, George w. Harris, III, Mohamed Abdalla, Reagan Atkins, Brian Baumgardner, Samantha Bowyer, Teresa Ciccone, Michael Craighead, James Crowder, Joshua Dickey, Robert Duncan, Michael Dunford, Dominic During, Glen Erwin, Anthony Fucci, Melissa Grube, Richard Harrell, Denise Henderson, Philip Joiner, Dumont Jones, Jeanette Jones, Kami Jordy, Marc Kennedy, Joshua Laplante, Stephanie Laplante, Carrie Lee, Howard Lohnes, Norma Lohnes, Elizabeth Mank, Wendy Minor, Joesil Moore, Debra Orr, Edwin Pinto - Castillo, Catherine Pistone, Rick Pistone, Jeffrey Preuss, Erin Ray, Wesley Richie, Tracey Richie, Kathy

Roberson, Daniel Roberts, Pamela Seifert, Ashley Shelley, Kelly Tenorio, Lashanda Theodore, Wilson Theodore, Anthony Ward, Jerry Watson, Jesse Weaver, Kristen White, Nina Briggs, Margaret Fleshman, Angela Morris, John Morris, Carl Steinhart, Christian Stratton, Ashley Sustek, Matt Sustek

Jeremy P. White, VSB #48917
Blue Ridge Consumer Law, PLLC
722 Commerce Street, Suite 215
Lynchburg, VA 24504
Telephone: (434) 201-6800
Email: jeremy@consumerlawva.com
Counsel for Plaintiffs Nina Briggs, Margaret Fleshman, Angela Morris, John Morris, Carl Steinhart, Christian Stratton, Ashley Sustek, and Matt Sustek

John T. O'Neal, NC State Bar # 23446
O'Neal Law Office
7 Battleground Court, Suite 101
Greensboro, NC 27408
P: 336.510.7904
F: 336.510.7965
E: john@oneallawoffice.com
Counsel for Plaintiffs Silberio Reyes, Steve Hollingshead, and Vicky Prasongphime

Dale W. Pittman, VSB#15673
THE LAW OFFICE OF DALE W. PITTMAN, P.C.
The Eliza Spotswood House
112-A West Tabb Street
Petersburg, VA 23803
(804) 861-6000
(804) 861-3368 (Fax)
dale@pittmanlawoffice.com
Counsel for Plaintiffs Herman Bland, Sylvia Bland, Dustin Fontenot, Jacob Green, Amber Jualin, Shon Jualin, Richard Monteria, Claude Mumpower, Nirmal Sakthi, Marc Vredenburg and Emily Yeatts

Michael C. Litman, VSB #92364
LITMAN PLLC
6802 Paragon Place, Suite 410
Richmond, VA 23230
(804) 723-6912
(804) 293-3973 (Fax)
mike@mlitman.com
Counsel for Plaintiffs Heather Wilson Medlin

and Eric Medlin

Emily Connor Kennedy, VSB# 83889
Mark C. Leffler, VSB# 40712
Boleman Law Firm, P.C.
2104 W. Laburnum Ave, Suite 201
Richmond, VA 23227
(804) 358-9900 – Telephone
(804) 358-8704 – Facsimile
Email: eckennedy@bolemanlaw.com
Email: mcleffler@bolemanlaw.com
Counsel for Plaintiff George W. Harris, III

James J. O'Keeffe (VSB no. 48620)
MichieHamlett PLLC
109 Norfolk Avenue, S.W., 2nd Floor
P.O. Box 2826 (24001)
Roanoke, VA 24011
540-491-0634
Fax: 434-951-7271
jokeeffe@michiehamlett.com
Counsel for Kim and Scott Larsen, Damien Sink, Logan Schalk, and Jason Schieber