

2. Defendant Comerica, Inc. is an entity incorporated under the laws of Delaware, with its principal place of business located at Comerica Bank Tower, 1717 Main Street, Dallas, Texas 75201.

3. Comerica is a financial services company that serves millions of customers nationwide. Comerica is publicly traded on the New York Stock Exchange under the ticker symbol “CMA.” According to a recent Form 10-K filed with the Securities and Exchange Commission, as of December 31, 2015, Comerica was among the 25 largest commercial bank holding companies in the United States.

4. Comerica Bank offers a broad array of retail, small business, and commercial banking products.

5. Defendant Comerica Bank is chartered by the State of Texas. It is registered to do business with the Georgia Secretary of State and can be served via its registered agent, Corporate Creations Network, Inc., at 2985 Gordy Parkway, 1st Floor, Marietta, GA 30066. Defendants Comerica Bank and Comerica, Inc. are collectively referred to hereinafter as “Comerica.”

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331. Jurisdiction is also proper pursuant to the Class Action Fairness

Act (28 U.S.C. § 1332(d)) because the claims of the proposed class when aggregated together exceed \$5,000,000 and some putative class members are residents of different states than Comerica.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because Comerica is registered to do business in Georgia and does business in this District. Indeed, Comerica runs the Georgia program that is equivalent to the Mississippi program applicable to Plaintiff, and thus Comerica has substantial business operations within the Northern District.

COMMON FACTUAL ALLEGATIONS

8. Mr. Griggs is a recipient of child support payments from the non-custodial parent of his daughter through a program overseen by the State of Mississippi's Department of Human Services.

9. Historically, custodial parents would receive their child support payments from the State of Mississippi through a paper check that was issued once the state obtained the funds from the non-custodial parent.

10. The State of Mississippi, however, decided to stop issuing paper checks to child support recipients and elected to have a private company issue MasterCard-branded debit cards to child support recipients like Mr. Griggs.

11. Mr. Griggs, like any other child support recipient from the State of Mississippi, was automatically enrolled in the debit card program.

12. Now, when the Department of Human Services receives payments, they are posted to Mr. Griggs's debit card account for his use.

13. The debit cards issued in accordance with the program are referred to as EPPICards. Cardholders like Mr. Griggs can access information regarding their accounts at www.EPPICard.com.

14. The State of Mississippi was not alone in its decision to cease issuing paper checks for child support beneficiaries and instead retain a private company to issue debit cards through the EPPICard program.

15. Over 20 states across the country have switched to the EPPICard program and have issued EPPICard debit cards to child support beneficiaries.

16. Comerica administers the EPPICard program for the State of Mississippi and child support agencies in at least a dozen other states, including but not limited to Alabama, Florida, Georgia, Illinois, New York, Ohio, and Pennsylvania.

17. When a child support recipient like Mr. Griggs receives an EPPICard debit card, Comerica allegedly provides them with a Comerica Bank Debit MasterCard Card Terms of Use that ostensibly outlines the terms and conditions

that govern use of the debit card. A representative copy of the Terms of Use issued by Comerica is attached hereto as Exhibit A. It is probable that discovery will show that additional versions of the Terms of Use exist, and were perhaps effective during other portions of the likely class period. Thus, Exhibit A hereto is not offered as the definitive contract for all relevant class members or time periods.

18. The standardized Terms of Use were presented to Mr. Griggs and other child support recipients on a “take it or leave it” basis, and card holders are often not informed that they have any other option to receive their funds. The form contract was drafted and imposed by Comerica, which is the party of vastly superior bargaining strength. The Terms of Use constitute an agreement of adhesion.

19. The Terms of Use contain a detailed fee schedule that describes the fees that will be withdrawn from the debit card account balance for certain transactions. See Exhibit A, ¶ 5.

20. For example, the fee schedule discloses that, with respect to ATM cash withdrawals, card users:

are allowed three (3) ATM cash withdrawals for no fee per month at “in-network” (i.e., Hancock Bank, Regions Bank, or Trustmark Bank) ATMs located in the U.S. A fee of \$1.75 is charged for each additional withdrawal. A fee of \$1.75 is charged for each ATM withdrawal at ATMs not in-network. If you conduct a transaction at an ATM other than Hancock Bank, Regions Bank, or Trustmark

Bank, the owner of the ATM may impose an additional fee called a “surcharge.” Read the screen message carefully for information related to surcharges before you press “Enter.” You will have the option to cancel the transaction and go to another ATM.

See Exhibit A, ¶ 5(a).

21. The fee schedule discloses that, with respect to ATM withdrawal denials, card users:

are allowed three (3) ATM denials for no fee per month at in-network ATMs. A fee of \$0.50 will be charged for each additional ATM denial. A fee of \$0.50 will be charged for each ATM denial at ATMs not in-network. A denial occurs when there are not available funds to cover your cash withdrawal request.

See Exhibit A, ¶ 5(b).

22. Similarly, the fee schedule discloses that, with respect to fund transfers, card users:

may transfer funds from your Card account to a U.S. bank account owned by you. We assess a \$1.50 fee for each funds transfer request. You must initiate the funds transfer by calling the automated customer service at 1-866-461-4095.

See Exhibit A, ¶ 5(i).

23. Despite the clear language of the fee schedule, Comerica routinely assesses fees on debit card transactions in direct violation of the Terms of Use.

24. On or about October 24, 2016, Mr. Griggs went to a Trustmark Bank ATM and attempted to withdraw funds from his child support account using his EPPICard debit card. However, Mr. Griggs' withdrawal request was denied.

25. Even though this attempted ATM withdrawal was initiated at an "in-network" ATM (Trustmark Bank), and was the first ATM denial received by Mr. Griggs in October 2016, Comerica assessed Mr. Griggs a \$0.50 fee for this transaction in violation of paragraph 5(b) of the Terms of Use.

26. Later that same day, Mr. Griggs was successful in withdrawing cash from his account at an "in-network" ATM. Even though this withdrawal was made at an "in-network" ATM (Trustmark Bank), and was the first ATM withdrawal made by Mr. Griggs in October 2016, Comerica assessed Mr. Griggs a \$1.75 fee for this transaction in violation of paragraph 5(a) of the Terms of Use.

27. Later in October, Mr. Griggs made a second cash withdrawal from his account at an "in-network" ATM. Even though this withdrawal was also made at an "in-network" ATM (Trustmark Bank), and was only the second ATM withdrawal made by Mr. Griggs that month, Comerica assessed Mr. Griggs another \$1.75 fee for this transaction in violation of paragraph 5(a) of the Terms of Use.

28. In November 2016, Mr. Griggs withdrew cash from his account at an "in-network" ATM. Even though this withdrawal was made at an "in-network"

ATM (Trustmark Bank), and was the first ATM withdrawal made by Mr. Griggs that month, Comerica assessed Mr. Griggs a \$1.75 fee for this transaction in violation of paragraph 5(a) of the Terms of Use yet again.

29. These improper charges incurred by Plaintiff are representative of millions of dollars of improper fees that Comerica wrongfully assessed and deducted from the accounts of child support recipients throughout the country. These improperly seized funds should rightfully have been available to parents for the care and support of their children.

CLASS ALLEGATIONS

30. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Federal Rule 23. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

31. The proposed class is defined as:

All Comerica EPPICard customers in the United States who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, incurred a fee as a result of Comerica's practice of assessing fees in violation of fee schedule (the "Class").

32. Plaintiff reserves the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate. In

addition, subclasses will likely be sought for those victims of Comerica's practices who reside in certain states where statutory protections, such as fair business practices statutes, have been violated by Defendants.

33. Excluded from the Class are Comerica, its parents, subsidiaries, affiliates, officers, and directors, any entity in which Comerica has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

34. The members of the Class are so numerous that joinder is impractical. The Class consists of thousands of members whose identity is within the knowledge of Comerica and can be ascertained only by resort to Comerica's records.

35. The claims of the representative Plaintiff are typical of the claims of the Class in that Mr. Griggs, like all Class members, was charged improper fees by Comerica. The representative Plaintiff, like all Class members, has been damaged by Comerica's misconduct in that he has been assessed and will continue to be assessed charges in violation of the fee schedule. Furthermore, the factual basis of Comerica's misconduct is common to all Class members, and represents a common thread of conduct resulting in injury to all members of the Class.

36. There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual Class members.

37. Among the questions of law and fact common to the Class are whether Comerica:

- a. Imposes fees in violation of the fee schedule;
- b. Breaches its covenant of good faith and fair dealing with Plaintiff and other members of the Class through its fee policies and practices;
- c. Requires its customers to enter into standardized account agreements which include unconscionable provisions;
- d. Converts moneys belonging to Plaintiff and other members of the Class through its fee policies and practices;
- e. Is unjustly enriched through its fee policies and practices; and
- f. Violates the consumer protection acts of certain states through its fee policies and practices.

38. Other questions of law and fact common to the Class include:

- a. The proper method or methods by which to measure damages,
and
- b. The declaratory relief to which the Class is entitled.

39. Plaintiff's claims are typical of the claims of other Class members, in that they arise out of the same wrongful policies and practices and the same or substantially similar unconscionable provisions of Comerica's account agreements and other related documents. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

40. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

41. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of Comerica, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Comerica's misconduct will proceed without remedy.

42. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues

involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and comprehensive supervision by a single court.

FIRST CLAIM FOR RELIEF

Breach of Contract/Breach of the Covenant of Good Faith and Fair Dealing

43. Plaintiff repeats paragraphs 1 through 42 above.

44. Plaintiff and Comerica have contracted for ATM and debit card services, as embodied in Comerica's Terms of Use and related documentation.

45. Comerica violated the contract by assessing improper fees not provided for in the contract. Thus, Comerica has materially breached the express terms of its own form contract.

46. Plaintiff and the Class have performed all, or substantially all, of the obligations imposed on them under the contracts, or those obligations have been waived by Comerica.

47. Plaintiff and members of the Class sustained damages as a result of Comerica's breaches of the contract.

48. Under the laws of the states at issue, good faith is an element of every contract. Whether by common law or statute, contracts include the obligation that all parties act in good faith and deal fairly with the other parties. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms are examples of a lack of good faith in the performance of a contract.

49. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes his conduct to be justified. A lack of good faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Comerica has breached the covenant of good faith and fair dealing through its fee policies and practices as alleged herein. For example, if Comerica justifies its improper rate increases via discretionary language in its form contract, it will have violated the covenant of good faith and fair dealing.

50. Plaintiff and the Class have performed all, or substantially all, of the obligations imposed on them under the Terms of Use.

51. Plaintiff and members of the Class have sustained damages as a result of Comerica's breach of the covenant of good faith and fair dealing. Whether based on its direct breaches of the contract, or its violations of the contract as a result of the covenant of good faith and fair dealing, or both, Comerica should be required to make Plaintiff and the Class whole.

SECOND CLAIM FOR RELIEF

Conversion

52. Plaintiff repeats paragraphs 1 through 42 above.

53. Comerica had and continues to have a duty to maintain and preserve its customers' EPPICard accounts and to prevent their diminishment through its own wrongful acts.

54. Comerica has wrongfully collected fees from Plaintiff and the members of the Class and has taken specific and readily identifiable funds from their accounts in payment of these fees.

55. Comerica has, without proper authorization, assumed and exercised the right of ownership over these funds, in hostility to the rights of Plaintiff and the members of the Class, without legal justification.

56. Comerica continues to retain these funds unlawfully without the consent of Plaintiff or members of the Class.

57. Comerica intends to permanently deprive Plaintiff and the members of the Class of these funds.

58. These funds are properly owned by Plaintiff and the members of the Class, not Comerica, which now claims that it is entitled to their ownership, contrary to the rights of Plaintiff and the members of the Class.

59. Plaintiff and the members of the Class are entitled to the immediate possession of these funds.

60. Comerica has wrongfully converted these specific and readily identifiable funds.

61. Comerica's wrongful conduct is continuing.

62. As a direct and proximate result of this wrongful conversion, Plaintiff and the members of the Class have suffered and continue to suffer damages.

63. By reason of the foregoing, Plaintiff and the members of the Class are entitled to recover from Comerica all damages and costs permitted by law, including all amounts that Comerica has wrongfully converted.

THIRD CLAIM FOR RELIEF

Unjust Enrichment

64. Plaintiff repeats paragraphs 1 through 42 above.

65. Plaintiff, on behalf of himself and the Class, asserts a common law claim for unjust enrichment. This claim is brought solely in the alternative to the First Claim for Relief (breach of contract) and Plaintiff concedes that this claim cannot survive if his contractual claims succeed. If, however, all or portions of Comerica's contracts are deemed unconscionable or otherwise unenforceable for any reason, unjust enrichment will dictate that Comerica disgorge all improperly assessed fees.

66. By means of Comerica's wrongful conduct alleged herein, Defendants knowingly seized and retained funds from Plaintiff and members of the Class that should not have been taken.

67. In so doing, Comerica acted with conscious disregard for the rights of Plaintiff and members of the Class.

68. As a result of Comerica's wrongful conduct as alleged herein, Comerica has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the Class.

69. Comerica's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

70. Under the common law doctrine of unjust enrichment, it is inequitable for Comerica to be permitted to retain the benefits it received, and is still receiving, without justification, from the imposition of improper fees on Plaintiff and members of the Class in an unfair, unconscionable, and oppressive manner. Comerica's retention of such funds under circumstances making it inequitable to do so constitutes unjust enrichment.

71. The financial benefits derived by Comerica rightfully belong to Plaintiff and members of the Class. Comerica should be compelled to disgorge into a common fund for the benefit of Plaintiff and members of the Class all wrongful or inequitable proceeds. A constructive trust should be imposed upon all wrongful or inequitable sums received by Comerica traceable to Plaintiff and the members of the Class.

72. Plaintiff and members of the Class have no adequate remedy at law.

FOURTH CLAIM FOR RELIEF

Declaratory Relief

73. Plaintiff repeats paragraphs 1 through 42 above.

74. Class-wide declaratory relief is appropriate where a defendant has “acted or refused to act on grounds that apply generally to the class.”

75. Comerica has attempted to immunize itself from liability for its practices by burying provisions in the adhesive Terms of Use that purport to make it as difficult, dangerous, and costly as possible for Plaintiff and members of the Class to obtain relief from Defendants’ improper assessment of fees. Such clauses include but are not limited to those which purport to:

- a. give Comerica the right “change (add to, delete or amend) these Terms at any time” for any reason, or no reason at all (Terms of Use, ¶ 22);
- b. limit the statute of limitations for obtaining legal relief for Comerica’s improper assessment of fees to 12 months (*id.* at ¶ 13);
- c. prohibit Plaintiff and members of the Class from participating in a class action lawsuit (*id.* at ¶ 14); and
- d. require legal disputes to be governed by and construed in accordance with “the laws of the State of Michigan” (*id.* at ¶ 20) even though the State of Michigan has absolutely no interest in this dispute, Comerica is located in Texas, Comerica does not provide EPPICard services in Michigan, and Plaintiff and the members of the Class are not citizens of Michigan.

76. Such provisions should be deemed unenforceable on multiple grounds, including because they are exculpatory, illusory, lack mutuality, and violate public policy.

77. Moreover, considering the great business acumen and experience of Comerica in relation to Plaintiff and the members of the Class, the great disparity in the parties' relative bargaining power, the inconspicuousness and incomprehensibility of the contract language at issue, the oppressiveness of the terms, the purpose and effect of the terms, the allocation of the risks between the parties, and similar public policy concerns, these provisions are unconscionable and, therefore, unenforceable as a matter of law.

78. Thus, a judicial declaration is necessary and appropriate so the parties may ascertain their rights, duties, and obligations with respect to these provisions.

79. The Court should use its equitable powers to declare these provisions to be unenforceable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class demand a jury trial on all claims so triable and judgment which includes the following:

1. Certification of the Class under Rule 23;

2. Restitution of all improper fees seized by Comerica from Plaintiff and the Class as a result of the wrongs alleged herein in an amount to be determined at trial;

3. Disgorgement of the ill-gotten gains derived by Comerica from its misconduct;

4. Actual damages in an amount proven at trial;

5. Punitive and exemplary damages;

6. Pre-judgment interest at the maximum rate permitted by applicable law;

7. Reimbursement of all fees, expenses, and costs of Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and

8. Such other relief as this Court deems just and proper.

DATED this 12th day of January, 2017.

Respectfully submitted,

BY: WEBB, KLASE & LEMOND, LLC

/s/ E. Adam Webb

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Exhibit “A”

Comerica Bank Debit MasterCard® Card Terms of Use

Comerica Bank (“we”, “us” and “Bank”) is providing you with these terms (“Terms”) and the enclosed Mississippi Debit MasterCard® Card (“Card”) because you have agreed with the State of Mississippi, (the “State”) to accept payments by means of the Card. The Mississippi Debit MasterCard® Card is issued by us pursuant to a license by MasterCard International Incorporated. These Terms describe your rights and obligations with respect to the Card. By selecting your Personal Identification Number (PIN) and activating the Card in accordance with the instructions accompanying these Terms, you will be agreeing to abide by these Terms. Your use of the Card account will be further evidence of your agreement. If you do not agree to these Terms, do not activate your Card, and call the State office processing your payment to discuss your options.

YOU CANNOT USE THE ENCLOSED CARD UNTIL YOU HAVE SELECTED YOUR PIN, WHICH WILL ALSO ACTIVATE THE CARD.

1. Payments to You. A Card account has been established with us to fund State payments to you. The State will deposit payments to your Card account. We will make funds available to you only in the amounts designated by the State, and you will be able to access those funds with your Card when funds have been authorized by the State and posted to your Card account. You are not allowed to spend or withdraw more than the amount of funds posted to your Card account. You may use your Card at merchant and bank locations worldwide wherever MasterCard® debit cards are accepted. You may receive automated notification via phone or email, when a deposit is posted to your Card account. Funds that the State has provided to us to be applied to your Card may be returned to the State if: (a) you fail to activate your Card by selecting your PIN within 90 days from the date the Card was issued; (b) we do not have your correct address and are unable to deliver your Card by regular mail; or (c) funds are deposited to your Card in error.

2. Personal Identification Number. To use your Card at an automated teller machine (“ATM”) and at some point-of-sale (“POS”) terminals you must use your PIN. At some merchants you may be asked to sign a sales slip and provide identification. At merchants such as gas stations, you may not be required to sign your name or enter your PIN.

3. Card Transactions. You can use the Card to obtain cash at ATMs and financial institutions, and to make purchases at POS terminals and merchants, that participate in the MasterCard® network. When you use the Card to initiate a transaction at certain merchants, such as hotels, a hold may be placed on your available Card funds for an amount equal to or in excess of your ultimate transaction. The held funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is finally settled.

Cash refunds will not be made to you for POS purchases. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your Card.

We may refuse to authorize a Card transaction if: (a) it would exceed the amount that the State has advised us to make available for your use; (b) the Card is reported lost or stolen; (c) we believe the Card is counterfeit; or (d) we are uncertain whether the transaction is authorized by you or permitted by law. We may temporarily “freeze” the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

In order to protect your Card account, we may temporarily impose limits on the dollar amount, number, and types of transactions per-formed using your Card. These Card limits could include limits on the number and dollar amount of ATM cash withdrawals and POS transactions. An ATM operator may impose additional ATM with-drawal limits and/or surcharges.

You may not use the Card to perform transactions that exceed the amount of funds made available to you through this program by the State. There may be occasions when deposits are posted to your Card account in error, or funds added that do not belong to you. You are not authorized to spend these funds because the State has not authorized us to make these funds available through the Card. In such events, this error will be corrected once discovered and funds will be adjusted in your Card account. Should the adjustment result in your Card account balance becoming negative, a notice will be sent to you explaining the error and the reason for the adjustment. If you have spent the funds before the error is identified, the amount to

be repaid may be automatically deducted from future payments to your Card account as described in Section 9 of this document. Your Card must not be used for any unlawful purpose (for example, to facilitate Internet gambling). You agree not to use your Card or funds for any transaction that is illegal. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through transaction records or otherwise as engaged in such business. You also may experience difficulties using the Card at: unattended vending machines and kiosks; gas station pumps (you may go inside to pay).

Pre-authorized Payments. You may use your Card to make regular, pre-authorized payments to merchants by giving your Card information to a merchant. If these payments may vary in amount, the merchant you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

You have the right to cancel a pre-authorized payment from your Card if you call us at 1-866-461-4095 or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. We must receive your request at least three (3) business days before the payment is scheduled to be made. You also must notify the payee. (Note: If we do not receive your request at least three (3) business days before the scheduled payment, we may attempt, at our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request). If you call, we may require you to put your request in writing to us and to provide us with a copy of your notice to the payee, revoking the payee’s authority to originate debits to your Card, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Card. For individual payments, please specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one (1) transfer only. If you order us to stop one of these payments at least three (3) business days before the funds transfer is scheduled and we do not do so, we will be liable for your losses or damages.

4. Card and PIN Security. You agree not to give or otherwise make your Card or PIN available to others. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. Remember, we will never ask you to provide or confirm your PIN over the telephone or our website. If you receive an email that appears to come from us or see a website that contains our name, do not respond to any request for your PIN. If you suspect fraud, please contact us as soon as possible at 1-866-461-4095. Your Card is our property and must be returned to us upon request.

5. Fees. The following fee schedule lists the fees that will be withdrawn from your Card account balance, except where prohibited by law:

- ATM Cash Withdrawals.** You are allowed three (3) ATM cash withdrawals for no fee per month at “in-network” (i.e., Hancock Bank, Regions Bank, or Trustmark Bank) ATMs located in the U.S. A fee of \$1.75 is charged for each additional withdrawal. A fee of \$1.75 is charged for each ATM withdrawal at ATMs not in-network. If you conduct a transaction at an ATM other than Hancock Bank, Regions Bank, or Trustmark Bank, the owner of the ATM may impose an additional fee called a “surcharge.” Read the screen message carefully for information related to surcharges before you press “Enter.” You will have the option to cancel the transaction and go to another ATM.
- ATM Denials.** You are allowed three (3) ATM denials for no fee per month at in-network ATMs. A fee of \$0.50 will be charged for each additional ATM denial. A fee of \$0.50 will be charged for each ATM denial at ATMs not in-network. A denial occurs when there are not available funds to cover your cash withdrawal request.
- ATM Balance Inquiry.** You are allowed three (3) ATM balance inquiries for no fee per month at in-network ATMs. A fee of \$0.75 is assessed for each additional inquiry. A fee of \$0.75 is assessed for each balance inquiry at ATMs not in-network.

d. Teller-assisted Cash Withdrawals. You are allowed unlimited teller-assisted cash withdrawals for no fee at MasterCard® Member Bank or Credit Union teller windows located in the U.S.

e. International Transactions. We impose a charge of 3% of the transaction amount for each ATM withdrawal, teller-assisted cash withdrawal, and POS transaction you conduct outside the U.S. We also assess a fee of \$1.75 for each International ATM transaction. The owner of the ATM may also impose an additional surcharge for each ATM cash withdrawal.

f. Replacement Card. After receipt of your initial Card and its activation, you are allowed one (1) Card replacement for no fee every twelve (12) month period. A \$5.00 fee will be charged for each additional Card replacement; an additional \$16.00 fee will be charged if you request that the replacement Card be sent expedited delivery rather than by regular mail.

g. Calling Customer Service. You are allowed to make five (5) calls for no fee each month to automated customer service at 1-866-461-4095. A fee of \$0.50 is charged for each additional call. **There is never a fee to question a transaction posted to your Card account or to report a lost or stolen Card.**

h. Online Bill Payments. You may use the Bill Pay Service at our website, www.EPPICard.com. You will be assessed a \$0.50 fee for each bill pay transaction.

i. Funds Transfer. You may transfer funds from your Card account to a U.S. bank account owned by you. We assess a \$1.50 fee for each funds transfer request. You must initiate the funds transfer by calling the automated customer service at 1-866-461-4095.

j. Low Balance Alerts, High Dollar Transaction Alerts, and Deposit Notifications. There is no fee to sign up for low balance alerts, high dollar transaction alerts, and deposit notifications via email, phone, or text message. You are responsible for all charges and fees associated with usage of email or text messages imposed by your mobile carrier or internet service provider.

6. Foreign Currency Transactions. If you obtain cash or make a purchase in a currency other than U.S. dollars, MasterCard® International will convert the amount deducted from your available funds into U.S. dollars. Under the currency conversion procedure that MasterCard® International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that MasterCard® International typically uses is either a government-mandated rate, or a wholesale rate provided to MasterCard® International. This rate may differ from the rate in effect when the transaction occurred or when we post it against the funds that are available to you. For each foreign currency transaction, we will also add fees as compensation for our services. Please refer to the fee schedule above for the current international transaction fees.

7. Record of Your Available Funds and Transactions. You can get a receipt at the time you perform a transaction at an ATM or POS terminal. You may obtain information about your available funds and your last 10 transactions by calling the Customer Service Center toll free at 1-866-461-4095 or by visiting www.EPPICard.com. From the website, you can select and print transaction history for tracking the transactions posted to your Card account. The amount of your available funds is also available on the receipt you get when you make a withdrawal or balance inquiry at certain ATMs. You also have the right to receive a written summary of transactions for the 60 days preceding your request by calling us at 1-866-461-4095.

8. Lost or Stolen Card/PIN. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your available funds without your permission, call us at 1-866-461-4095 or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 with details.

9. Adjustments to Your Card Account Balance. There are occasions when adjustments will be made to your Card account to reflect a merchant adjustment, resolve a Cardholder dispute regarding a transaction posted to your Card account, or to adjust entries or deposits posted in error. These processing entries could cause your Card account to have a negative balance. If so, you agree to repay us the amount of any transaction(s) that exceed the authorized amount or cause your Card account to go negative,

with the following exceptions: (i) deposits posted to your Card account or by personal check or money order. The amount to be repaid will be automatically deducted from future payments to your Card account. If no future deposits are made to your Card account, you must satisfy a negative balance by making payment to: EPPICard Payment Processing Service, and mail a check or money order to: Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. Remember, you always have the right to dispute the amount posted.

10. In Case of Errors or Questions About Your Transactions. If you think an error has occurred in connection with your available funds, call us at 1-866-461-4095 or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 as soon as you can. We must hear from you no later than 60 days after you learn of the error. You will need to tell us:

- Your name, address, telephone number and Card number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If the error cannot be resolved over the phone, we will mail you a Request for Investigation Form to complete and return within 10 business days to Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card within 10 business days (20 business days for new Card accounts opened less than 30 days) for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not give you credit to your Card while we investigate your claim. For errors involving POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution process, call us at the toll free Customer Service number, 1-866-461-4095.

11. Your Liability. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Tell us AT ONCE if you believe your Card has been lost or stolen or your PIN has been compromised or you believe a transaction has been made without your permission using information from your Card account. Contacting us by telephone at 1-866-461-4095 is the best way to minimize your possible losses. Or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 as soon as you can. You could lose all the money in your Card account.

If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

You are responsible for all authorized uses of your Card except as set forth below; you will not be responsible for an unauthorized use of your Card. An “unauthorized” use is a withdrawal or transaction that you or someone you authorized did not transact. We may refuse to reimburse you for a transaction you assert is unauthorized if: (1) you give your Card, Card number, and/or PIN to another person whom you expressly or implicitly authorize to use your Card, even if that person withdraws or purchases more than you authorized, or (2) we conclude that the facts do not reasonably support a claim of unauthorized use.

[Note: Currently under MasterCard rules, you will not be liable for the \$50 or the \$500 amounts described above for non PIN transactions conducted with your Card if: (i) you have not reported two (2) or more incidents of unauthorized use of your Card in the immediately preceding 12 months, (ii)

your Card account is in good standing, and (iii) you exercised reasonable care in safeguarding your Card from loss or theft.]

Also, if the written or verbal transaction history or other Card transaction information that you obtain from us shows fund transfers that you did not make, including those made by Card, PIN or otherwise, tell us at once. If you do not tell us within 60 days after we transmit or otherwise make such information available to you, by telephone, electronic statement or written statement, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

We will cancel your Card if it is reported to us as lost, stolen or destroyed. Once your Card is canceled, you will have no liability for further transactions involving the use of the canceled Card.

12. Our Liability. If we do not complete an electronic fund transfer to or from your Card on time or in the correct amount according to these Terms, we may be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds on your Card to perform the transaction;
- We believe the transaction may not be authorized by you.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevents or delays the fund transfer, despite reasonable precautions taken by us;
- The system, ATM or POS terminal, was not working properly and you knew about the problem when you started the transaction;
- The State has not authorized us to make the necessary funds available through your Card;
- The funds available through your Card are subject to legal process or are otherwise not available for withdrawal; or
- The transaction cannot be completed because your Card is damaged.

13. Limitation of Time to Sue. An action or proceeding by you to enforce an obligation, duty or right arising under these Terms or by law with respect to your Card or the Card service must be commenced within 12 months after the cause of action accrues.

14. Waiver of Right to Jury Trial. If you have a problem with your Card or the Card service, please bring it to our attention immediately by calling Customer Service. In most cases, a telephone call will quickly resolve the problem in a friendly, informal manner. If a dispute cannot be resolved informally, you or we may file an action. You and we each give up the right to a trial by a jury to resolve each dispute, claim, demand, cause of action, and controversy between you and us arising out of, or relating to your Card or this service. This includes, without limitation, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so-called “class action” suits).

15. Privacy. We may obtain non-public personal information about you (e.g., your name, address, telephone number, social security number, and date of birth) from the State, in order to verify your identity. We do not release personal non-public financial information obtained in connection with this Card program about current or former Cardholders to anyone, except: to process a transaction at your request; to the State or its agent in connection with the account that funds Card payments; where it is necessary or helpful in effecting, administering, or enforcing a transaction; to comply with a law, regulation, legal process or court order; to local, state and federal authorities if we believe a crime may have been committed involving a Card; or as otherwise permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

16. Cardholder Identity. To help the government fight the funding of terrorism and money laundering activities, Federal law requires that identifying information be obtained for each person who obtains a Card.

17. Business Days. Business days are Monday through Friday, excluding U.S. federal holidays.

18. Assignment. You may not assign your rights or obligations in connection with these Terms, the funds available to you through your Card, or the Card itself to others. We may assign our rights and obligations under these Terms to others without prior notice to you or your consent.

19. Severability/Waiver. If any provision of these Terms is deemed unlawful, void, or unenforceable, it will be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions. We may delay enforcing our rights under these Terms without losing them. Any waiver by us will not be deemed a waiver of other rights or of the same right at another time.

20. Governing Law. These Terms will be governed by and construed in accordance with applicable federal law and the laws of the State of Michigan, without reference to its conflict of law principles.

21. Legal Process. We may comply with any subpoena, levy or other legal process, which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your Card account, in addition to our legal process fee of \$50. We may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at a different location.

22. Change in Terms. We may change (add to, delete or amend) these Terms at any time by providing you with prior notice.

23. Termination. We may suspend or terminate your use of the Card with or without cause at any time by providing you with prior notice. We may terminate your use of our Card and this service immediately if: you breach these Terms or any other agreement with us; we are notified to do so by the State or its agent; we have reason to believe that there has been or may be an unauthorized use of your available Card account funds, Card or PIN; or there are conflicting claims to your available Card account funds. You may terminate your use of the Card and these Terms without cause at any time by contacting Customer Service at 1-866-461-4095.

24. FDIC Insured. The funds associated with the Card are insured and guaranteed by the Federal Deposit Insurance Corporation, to the extent provided by law.

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Cornelius Griggs

DEFENDANT(S)

Comerica, Inc.
Comerica Bank

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

E. Adam Webb
G. Franklin Lemond, Jr.
Webb, Klase & Lemond, LLC
1900 The Exchange SE, Suite 480
Atlanta, Georgia 30339
770-444-9325

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- 1 ORIGINAL PROCEEDING
2 REMOVED FROM STATE COURT
3 REMANDED FROM APPELLATE COURT
4 REINSTATED OR REOPENED
5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Class Action Fairness Act - 28 USC 1332(d)

Breach of Contract/Breach of Covenant of Good Faith and Fair Dealing; Conversion; Unjust Enrichment; Delcaratory Relief

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI-TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ E. Adam Webb

1-12-2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [MS Man Filed Class Action Over Child Support Payment Debit Card Fees](#)
