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11 Attorneys for Plaintiff CITY OF BISMARCK.

12 **UNITED STATES DISTRICT COURT**  
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 CITY OF BISMARCK, on behalf of  
15 itself and all others similarly situated,

16 Plaintiff,

17 v.

18 CALIFORNIA WATER  
19 TECHNOLOGIES, LLC, PVS  
20 CHEMICALS, INC., PVS  
21 TECHNOLOGIES, INC., KEMIRA  
22 CHEMICALS, INC. and HAWKINS,  
23 INC.,

24 Defendants.

CASE NO. 16-cv-1448

**CLASS ACTION  
COMPLAINT FOR  
VIOLATION OF THE  
SHERMAN ACT, 15 U.S.C.  
§ 1**

**DEMAND FOR JURY  
TRIAL**

1 Plaintiff City of Bismarck (“Plaintiff”), on behalf of itself and all others similarly  
2 situated, by and through undersigned counsel, upon information and belief, except as to  
3 the allegations concerning Plaintiff, which are on actual knowledge, complains as  
4 follows:  
5

## 6 7 I. NATURE OF THE CASE

8 1. This action arises from a combination or conspiracy to raise, fix, stabilize, or  
9 maintain prices, and to allocate customers in the market for ferric chloride (“Ferric  
10 Chloride”) sold in the United States, from at least as early as January 1, 2006, through  
11 October 31, 2015 (the “Class Period”), by Defendants California Water Technologies,  
12 LLC (“California Water”), PVS Chemicals, Inc. (“PVS Chemicals”), PVS Technologies,  
13 Inc. (“PVS Technologies”), Kemira Chemicals, Inc. (“Kemira”), and Hawkins, Inc.  
14 (“Hawkins”) (collectively, “Defendants”).  
15  
16  
17

18 2. Ferric Chloride is a water treatment chemical that is used to remove  
19 impurities and other substances from potable water. It is also used in the treatment of  
20 wastewater. California Water, PVS and Kemira are the leading Ferric Chloride  
21 manufacturers in the United States, with approximately a combined 90% market share.  
22  
23

24 3. Plaintiff brings this action to (i) recover treble damages, attorneys’ fees,  
25 litigation expenses, and court costs, and (ii) secure injunctive relief for violations of  
26 Section 1 of the Sherman Act of 1890 (“Sherman Act”), 15 U.S.C. § 1, pursuant to  
27 Sections 4 and 16 of the Clayton Act of 1914 (“Clayton Act”), 15 U.S.C. §§ 15 and 26.  
28

1           4.     As alleged below, during the Class Period, Defendants combined, conspired,  
2 and contracted to fix, raise, maintain, and stabilize prices at which Ferric Chloride would  
3 be sold, and to allocate customers of Ferric Chloride among them. Defendants'  
4 anticompetitive conduct resulted in higher prices for Ferric Chloride during the Class  
5 Period than they would have been absent the conspiracy. As described below, there were  
6 no economic reasons for these price increases as they were being implemented during a  
7 period of declining raw material costs.  
8  
9

## 10                                   II.     JURISDICTION AND VENUE

11  
12           5.     This Court has jurisdiction over the subject matter of this action pursuant to  
13 Sections 4(a) and 16 of the Clayton Act, 15 U.S.C. §§ 15(a) and 26, and 28 U.S.C. §§  
14 1331 and 1337.  
15

16           6.     Defendants and their co-conspirators engaged in conduct in the United  
17 States that caused direct, substantial, and reasonably foreseeable and intended  
18 anticompetitive effects upon interstate commerce within the United States.  
19

20           7.     Venue is proper in this district pursuant to Sections 4(a) and 12 of the  
21 Clayton Act, 15 U.S.C. §§ 15(a) and 22, and 28 U.S.C. §§ 1391 (b), (c), and (d), because  
22 a substantial portion of the affected interstate trade and commerce discussed below has  
23 been carried out in this district, and one or more Defendants reside, are found, have  
24 agents, are licensed to do business, are doing business, or transact business in this district.  
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28



1 PVS Technologies. During the Class Period, directly or through its subsidiaries and  
2 affiliates, California Water sold Ferric Chloride throughout the United States.

3  
4 11. Defendant PVS Chemicals is a corporation existing under the laws of the  
5 state of Michigan, with its principal place of business at 10900 Harper Avenue, Detroit,  
6 MI. During the Class Period, directly or through its subsidiaries and affiliates, PVS  
7  
8 Chemicals sold Ferric Chloride throughout the United States.

9  
10 12. Defendant PVS Technologies is a corporation existing under the laws of the  
11 state of Michigan, with its principal place of business at 10900 Harper Avenue, Detroit,  
12 MI. PVS Technologies is a wholly-owned subsidiary of PVS Chemicals. During the  
13 Class Period, directly or through its subsidiaries and affiliates, PVS Technologies sold  
14  
15 Ferric Chloride throughout the United States.

16  
17 13. PVS Chemicals and PVS Technologies are collectively referred to herein as  
18 “PVS.”

19  
20 14. Defendant Kemira is a publicly held Georgia corporation with its principal  
21 place of business at 1000 Parkwood Circle, Suite 500, Atlanta, Georgia. Kemira is a  
22 subsidiary of Kemira Oyj, a Finnish company with its principal place of business in  
23 Helsinki, Finland. During the Class Period, directly or through its subsidiaries and  
24  
25 affiliates, Kemira sold Ferric Chloride throughout the United States.

26  
27 15. Defendant Hawkins is a publicly held Minnesota corporation with its  
28 principal place of business at 2381 Rosegate, Roseville, Minnesota. Hawkins blends,

1 manufactures, and distributes various chemical products. During the Class Period,  
2 directly or through its subsidiaries and affiliates, Hawkins sold Ferric Chloride  
3 throughout the United States.  
4

5 16. Defendants engaged in the conduct alleged in this Complaint, and the  
6 Defendants' officers, agents, employees, or representatives engaged in the alleged  
7 conduct while actively involved in the management of Defendants' business and affairs.  
8

#### 9 **IV. AGENTS AND CO-CONSPIRATORS**

10 17. Each Defendant acted as the principal of, or agent for, all other Defendants  
11 with respect to the acts, violations, and common course of conduct described in this  
12 complaint.  
13

14 18. Various other persons, firms, companies, and corporations not named as  
15 Defendants have knowingly and willingly conspired with Defendants, and performed acts  
16 and made statements in furtherance of the conspiracy and in furtherance of the  
17 anticompetitive conduct.  
18

19 19. The acts alleged to have been done by any Defendant or co-conspirator were  
20 authorized, ordered, or done by its directors, officers, managers, agents, employees, or  
21 representatives while actively engaged in the management, direction, or control of such  
22 Defendant's or co-conspirator's affairs.  
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**V. INTERSTATE TRADE AND COMMERCE**

20. Defendants California Water, PVS and Kemira are the leading manufacturers of Ferric Chloride sold in the United States, and together controlled approximately 90 percent of Ferric Chloride manufacturing in the U.S. during the Class Period.

21. During the Class Period, Defendants, directly or through one or more of their affiliates, sold Ferric Chloride throughout the United States in a continuous and uninterrupted flow of interstate commerce, including through and into this judicial district.

22. The activities of Defendants and their co-conspirators as alleged in this complaint were within the flow of, and intended to, and did, have a substantial effect on interstate commerce in the United States.

23. Defendants' and their co-conspirators' conduct, including the marketing and sale of Ferric Chloride, took place within, and has had, and was intended to have, a direct, substantial, and reasonably foreseeable anticompetitive effect upon interstate commerce within the United States.

24. The restraints alleged in this complaint directly and substantially affected interstate commerce in that Defendants deprived Plaintiff and Class members of the benefits of free and open competition in the purchase of Ferric Chloride within the United States.

## VI. FACTUAL ALLEGATIONS

### A. Background

25. Ferric Chloride is a water treatment chemical used to remove impurities and other substances from potable water by destabilizing and aggregating particles into large masses. It is also used in the treatment of wastewater.

26. The principal customers for Ferric Chloride are municipalities, which use it in potable water and wastewater treatment.

27. There are many advantages to using Ferric Chloride: (i) it produces a more discrete and dense floc that promotes sedimentation and separation, (ii) it has the ability to form floc over a wider ph range compared to other coagulants, and (iii) it results in one-third to two-thirds less sludge because of its superior dewatering characteristics. These differences translate into huge cost savings to customers, and set it apart from other coagulants. In a typical plant application, one can expect to use about 30 percent less Ferric Chloride than other coagulants to achieve similar results.

28. Purchasers routinely source their Ferric Chloride from one of the Defendants, which dominate the United States Ferric Chloride market.

29. Purchasers typically acquire their supplies of Ferric Chloride through a publicly-advertised bidding process. Contracts for Ferric Chloride are typically one year in duration, although some contracts provide for renewal for a period of an additional year.

1           30. Liquid Ferric Chloride is sold by the ton and by the gallon. Dry Ferric  
2 Chloride is sold by the ton and by the pound. Supplies of Ferric Chloride are transported  
3 by rail or truck.  
4

5           31. Upon information and belief, sales of Ferric Chloride by Defendants in the  
6 United States during the Class Period totaled hundreds of millions of dollars per year.  
7

8 **B. The Characteristics of the United States Ferric Chloride Market Are**  
9 **Conducive to Collusion**

10           32. The structure and characteristics of the Ferric Chloride market in the United  
11 States are conducive to anticompetitive conduct and agreement.  
12

13           33. **Product Homogeneity.** Industry associations, including the American  
14 Water Research Foundation, classify Ferric Chloride as a commodity product. Therefore,  
15 purchasers of Ferric Chloride are more likely to be influenced by price when making a  
16 purchasing decision.  
17

18           34. Product homogeneity also enhances Defendants' ability to collude on prices  
19 and detect deviations from those collusive prices.  
20

21           35. **Barriers to Entry.** There are substantial barriers that preclude, reduce, or  
22 inhibit entry into the Ferric Chloride market, including high start-up costs, manufacturing  
23 expertise, access to raw materials, and more importantly, access to customers and  
24 distribution channels. As a result, Defendants were able to collectively raise prices and  
25 allocate customers without fear of being undercut by new entrants.  
26  
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28

1           36. Defendants possess significant market power, which allowed them to raise  
2 prices for Ferric Chloride in the United States above competitive levels.

3           37. **Inelasticity of Demand.** If a given change in price triggers a smaller  
4 proportionate change in the quantity demanded, then the demand for the good or service  
5 is said to be inelastic. The quantity demanded of Ferric Chloride is price inelastic. Such a  
6 condition favors and gives greater power to the sellers, such as the Defendants here,  
7 compared to the buyers in the Ferric Chloride market.  
8

9           38. **Market Concentration.** The Ferric Chloride industry is highly  
10 concentrated, dominated by a small number of companies. Together, Kemira, PVS and  
11 California Water controlled about 90 percent of Ferric Chloride manufactured in the U.S.  
12 during the Class Period.  
13

14           39. **Opportunity to Collude.** Representatives of Defendants regularly attended  
15 national and local industry conferences, such as those of the American Water Works  
16 Association (“AWWA”), which provide convenient opportunities to collude. In addition  
17 to national level meetings, there are over 40 state or regional AWWA sections that hold  
18 their own meetings, training sessions and networking events. The American Chemistry  
19 Council (“ACC”) also holds regularly scheduled meetings and conferences, which  
20 Defendants also regularly attended.  
21

22           40. **Market Concentration.** The Ferric Chloride industry is highly  
23 concentrated, dominated by a small number of companies. Together, California Water,  
24  
25  
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28

1 PVS and Kemira control approximately 90 percent of Ferric Chloride manufactured in  
2 the U.S.

3  
4 41. **History of Collusive Conduct by Kemira.** Kemira settled a class action  
5 alleging a conspiracy relating to hydrogen peroxide for \$5 million, in addition to  
6 settlements of undisclosed sums with direct action litigants. In 2014, Kemira was fined  
7 by the European Commission competition authorities (“EU Commission”) EUR 18  
8 million for its role in a hydrogen peroxide conspiracy. In 2008, Kemira was fined EUR  
9 10.15 million by the EU Commission for antitrust violations in its sodium chlorate  
10 business.  
11

12  
13 42. **Raw Material Costs for Ferric Chloride Declined for Most of the Class**  
14 **Period.** According to Spencer Wolff, Vice President of Sales and Marketing for Kemira,  
15 chlorine is the primary raw material used in the manufacturing of Ferric Chloride,  
16 accounting for 66 percent of the Ferric Chloride molecules. He also stated that the cost of  
17 chlorine has a strong influence on the price of Ferric Chloride. The price of chlorine  
18 declined during most of the Class Period, from a high of more than \$400 per ton in  
19 January 2006 to approximately \$225 per ton in 2015. However, the price of Ferric  
20 Chloride did not decline commensurate with the decline in the price of chlorine.  
21  
22  
23  
24

25 43. **Defendants’ Anticompetitive Conduct Resulted in Higher Prices for**  
26 **Ferric Chloride During the Class Period.** As discussed above, key raw material costs  
27 were declining during most of the Class Period, lowering manufacturers’ production  
28

costs. According to basic economic principles, lower production costs should result in increased output and lower prices. However, for example, between January 2008 and January 2009 the price of Ferric Chloride rose an average of 23%. During this same period, the key raw material cost declined by more than 29% or approximately \$150 per ton.

**C. Defendants' Conspiracy to Fix Prices and Allocate Ferric Chloride Customers**

44. Beginning at least as early as January 1, 2006 and continuing through October 31, 2015, among other things, Defendants:

- (a) agreed to stay away from each other's historic customers by not pursuing the business of those customers;
- (b) tracked bid and pricing histories to determine which accounts were the historic customers of each co-conspirator or other supplier of Ferric Chloride, so as to determine whether to pursue a particular contract or submit an intentionally losing or throw-away bid or price quotation;
- (c) submitted intentionally losing or throw-away bids or price quotations to each other's historic Ferric Chloride customers;
- (d) withdrew inadvertently winning bids submitted to co-conspirators' historic customers; and
- (e) engaged in compensating bidding practices: where a co-conspirator could not withdraw its inadvertently winning bid, bidding to lose on one of its own customers to compensate for the loss of that historic customer.

**E. Plaintiff Suffered Antitrust Injury**

45. Defendants' conspiracy had the following effects during the Class Period, among others:

- a. customers of Ferric Chloride were allocated among Defendants;
- b. price competition was restrained or eliminated with respect to Ferric Chloride; and
- c. the prices of Ferric Chloride were fixed, raised, maintained, or stabilized at artificially inflated levels.

46. During the Class Period, Defendants charged supra-competitive prices for Ferric Chloride sold to Plaintiff and Class members. By reason of Defendants' alleged violations of the antitrust laws, Plaintiff and Class members have sustained injury to their businesses or property, having paid higher prices for Ferric Chloride than they would have paid absent Defendants' alleged illegal contract, combination, or conspiracy, and, as a result, suffered damages in an amount to be determined. This is an injury of the type the antitrust laws were meant to punish and prevent.

## VII. FRAUDULENT CONCEALMENT AND TOLLING OF THE STATUTE OF LIMITATIONS

47. Throughout the Class Period, Defendants affirmatively and fraudulently concealed their unlawful conduct from discovery by Plaintiff and Class members.

48. During the Class Period, Plaintiff and Class members exercised reasonable diligence. Plaintiff did not discover, and could not have discovered through the exercise of reasonable diligence, which it, in fact, exercised, the existence of the conspiracy and Defendants' and their co-conspirators' involvement in the conspiracy until October 27, 2015, when the Department of Justice announced that it was investigating anticompetitive conduct involving water treatment chemicals.

1           49. Because the conspiracy was actively concealed, Plaintiff was unaware of  
2 Defendants' and their co-conspirators' unlawful conduct, and did not know that it was  
3 paying artificially high prices for Ferric Chloride.  
4

5           50. The affirmative acts of Defendants and their co-conspirators, including acts  
6 in furtherance of the conspiracy, were wrongfully concealed and carried out in a manner  
7 that precluded detection.  
8

9           51. Defendants and their co-conspirators agreed among themselves not to  
10 discuss publicly, or otherwise reveal, the nature and substance of the acts and  
11 communications in furtherance of their illegal conspiracy.  
12

13           52. Defendants and their co-conspirators met and communicated secretly  
14 concerning the pricing and marketing of Ferric Chloride so as to avoid detection.  
15

16           53. Plaintiff could not have discovered the alleged conspiracy at an earlier date  
17 by the exercise of reasonable diligence because of the deceptive practices and secrecy  
18 techniques employed by Defendants and their co-conspirators to avoid detection of, and  
19 fraudulently conceal, their contract, conspiracy, or combination.  
20  
21

22           54. Defendants' conspiracy was fraudulently concealed by various means and  
23 methods, including, but not limited to, secret meetings, misrepresentations to customers,  
24 and surreptitious communications among Defendants and their co-conspirators via  
25 telephone or in in-person meetings in order to prevent the existence of written records.  
26 For example, Defendants submitted "non-collusion" affidavits with their bids to supply  
27  
28

1 Ferric Chloride to customers, certifying that they did not discuss pricing or share  
2 competitive information about Ferric Chloride. Defendants also publicly attributed the  
3 price increases to increases in the cost of raw materials.  
4

5 55. Because the alleged conspiracy was affirmatively concealed by Defendants  
6 and their co-conspirators, Plaintiff had no knowledge of the alleged conspiracy or any  
7 facts or information that would have caused a reasonably diligent person to investigate  
8 whether a conspiracy existed until October 27, 2015.  
9

10 56. None of the facts or information available to Plaintiff prior to October 27,  
11 2015, if investigated with reasonable diligence, could or would have led to the discovery  
12 of the conspiracy prior to October 27, 2015.  
13  
14

15 57. As a result of Defendants' and their co-conspirators' fraudulent concealment  
16 of the conspiracy, the running of any statute of limitations has been tolled with respect to  
17 Plaintiff's claims of anticompetitive conduct alleged in this Complaint.  
18

### 19 **VIII. CLASS ACTION ALLEGATIONS**

20 58. Plaintiff brings this action on behalf of itself and, pursuant to Federal Rules  
21 of Civil Procedure 23(a) and 23(b)(3), as representative of a Class defined as follows:  
22

23 All persons or entities who purchased Ferric Chloride in the United States,  
24 its territories or possessions, directly from any Defendant, or from any of  
25 their parents, predecessors, successors, subsidiaries, or affiliates, at any time  
26 during the period from and including January 1, 2006 through October 31,  
27 2015. Excluded from the Class are Defendants and their officers, employees,  
28 agents, representatives, parents, subsidiaries and affiliates and the federal  
government and all parts thereof.

1           59. Members of the Class are so numerous and geographically dispersed across  
2 the United States that joinder is impracticable. While the exact number of Class members  
3 is unknown to Plaintiff, it is believed to be in the thousands and geographically dispersed  
4 throughout the United States. Furthermore, the Class is readily identifiable from  
5 information and records in possession of the Defendants.  
6

7  
8           60. Plaintiff's claims are typical of the claims of the Class. Plaintiff and the  
9 Class were damaged by the same wrongful conduct by the Defendants, that is, they paid  
10 artificially inflated prices for Ferric Chloride as a result of Defendants' anti-competitive  
11 and unlawful conduct.  
12

13           61. Plaintiff is a member of the Class, and will fairly and adequately protect and  
14 represent the interests of the Class. Plaintiff's interests are coincident with, and not  
15 antagonistic to, those of the Class.  
16

17           62. Plaintiff is represented by counsel who are experienced and competent in the  
18 prosecution of class action antitrust litigation.  
19

20           63. Questions of law and fact common to the Class predominate over questions,  
21 if any, that may affect only individual Class members because Defendants have acted on  
22 grounds generally applicable to the entire Class. Such generally applicable conduct is  
23 inherent in Defendants' anti-competitive and unlawful conduct.  
24

25           64. Questions of law and fact common to the Class include, but are not limited  
26 to:  
27  
28

- a. Whether Defendants combined, agreed, or conspired to fix, raise, maintain, or stabilize the prices and to allocate customers of Ferric Chloride sold in the United States;
- b. The existence, extent, and duration of the illegal contract, combination, or conspiracy alleged herein;
- c. Whether the contract, combination, or conspiracy caused prices of Ferric Chloride to be higher than they would have been in the absence of Defendants' conduct;
- d. Whether Plaintiff and other Class members were injured by Defendants' conduct;
- e. Whether Defendants' conduct violated Section 1 of the Sherman Act; and
- f. The appropriate measure of the damages suffered by Class members.

65. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual joinder of all damaged Class members is impracticable. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, effectively, and without the duplication of effort and expense that numerous individual actions would engender. Prosecution of this action as a class action will eliminate the possibility of repetitive litigation. Class treatment also will permit the adjudication of relatively small claims by Class members who otherwise could not afford to litigate an antitrust claim such as is asserted in this litigation. Thus, absent the availability of a class action, it would not be feasible for Class members to redress the wrongs done to them.

1           66. The prosecution of separate actions by individual members of the Class  
2 would create a risk of inconsistent or varying adjudications.

3           67. There will be no material difficulty in the management of this action as a  
4 class action.  
5

6                                   **IX. COUNT I**  
7                                   **VIOLATION OF THE SHERMAN ACT § 1**

8           68. Plaintiff repeats and realleges the allegations in paragraphs 1 through 67 as  
9 if set forth here.  
10

11           69. Defendants and their co-conspirators entered into, and engaged in, a  
12 contract, combination, or conspiracy in the unreasonable restraint of trade in violation of  
13 Section 1 of the Sherman Act, 15 U.S.C. § 1.  
14

15           70. Defendants' anticompetitive acts were intentionally directed at the United  
16 States Ferric Chloride market, and had a substantial and foreseeable effect on interstate  
17 commerce by raising, fixing, maintaining, or stabilizing Ferric Chloride prices throughout  
18 the United States.  
19  
20

21           71. The contract, combination, or conspiracy had the following direct,  
22 substantial, and reasonably foreseeable effects upon commerce in the United States:  
23

24           a. Prices charged to, and paid by, Plaintiff and Class members for Ferric  
25 Chloride were artificially raised, fixed, maintained, or stabilized at supra-  
26 competitive levels;

27           b. Plaintiff and Class members were deprived of the benefits of free, open, and  
28 unrestricted competition in the United States Ferric Chloride market; and

1 c. Competition in establishing the prices paid for Ferric Chloride was  
2 unlawfully restrained, suppressed, or eliminated.

3 72. Defendants' and their co-conspirators' anticompetitive activities directly and  
4 proximately caused injury to Plaintiff and Class members.

5 73. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff  
6 and Class members paid artificially inflated prices for Ferric Chloride.

7 74. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff  
8 and the Class members were damaged in their businesses or property by paying higher  
9 prices for Ferric Chloride than they would have been but for Defendants' unlawful  
10 conduct, which resulted in an amount of ascertainable damages to be established at trial.

11  
12  
13  
14 **X. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of itself and Class members, prays that the  
16 Court:

17 A. Cite Defendants to appear and answer this lawsuit;

18 B. Certify this action as a class action, designate Plaintiff as the representative  
19 of the Class, and appoint Plaintiff's counsel as Class counsel;

20 C. Adjudge and decree that Defendants' unlawful contract, combination, or  
21 conspiracy constitutes a per se violation of Section 1 of the Sherman Act;

22 D. Adjudge and decree that each Defendant, and its successors, assigns,  
23 parents, subsidiaries, affiliates, and transferees, and their respective officers, directors,  
24 agents, and employees, and all other persons acting or claiming to act on behalf of any of  
25  
26  
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1 them or in concert with them, be permanently enjoined and restrained from in any  
2 manner, directly or indirectly, continuing, maintaining, or renewing the combination,  
3 conspiracy, agreement, understanding, or concert of action, or adopting any practice,  
4 plan, program, or design having a similar purpose or effect in restraining competition in  
5 the United States Ferric Chloride market;  
6

7  
8 E. Enter judgment against Defendants, jointly and severally, in favor of  
9 Plaintiff and Class members for treble damages determined to have been sustained by  
10 them by virtue of Defendants' and their co-conspirators' violations of the Sherman Act;  
11

12 F. Award Plaintiff and Class members attorneys' fees, litigation expenses, and  
13 court costs, as well as pre-judgment and post-judgment interest as permitted by United  
14 States law; and  
15

16 G. Grant Plaintiff and Class members such other and further relief as the case  
17 may require, or as the Court deems just and proper under the circumstances.  
18

## 19 **XI. JURY DEMAND**

20 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by  
21 jury.  
22  
23  
24  
25  
26  
27  
28

1 Dated: March 2, 2016

**KAPLAN FOX & KILSHEIMER LLP**

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