

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

STARWALK OF DALLAS, LLC AND	)	
KONA-WOOD HOUSTON, LLC,	)	
On behalf of themselves and	)	No. 20-cv-1005
all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
JPMORGAN CHASE & CO.,	)	
D/B/A CHASE BANK,	)	
	)	
Defendant.	)	

**NOTICE OF REMOVAL**

Please take notice that pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, as well as the Class Action Fairness Act of 2005 (“CAFA”), Defendant JPMorgan Chase & Co. d/b/a Chase Bank (“Chase”),<sup>1</sup> removes the above-captioned action, *Starwalk of Dallas, LLC and Kona-Wood Houston, LLC v. JPMorgan Chase & Co. d/b/a Chase Bank*, Cause No. DC-20-05797 (the “State Court Action”), from the 192nd District Court of Dallas County, Texas (the “Dallas County District Court”) to the United States District Court for the Northern District of Texas.

**I. NATURE OF THE ACTION**

1. On April 20, 2020, Starwalk of Dallas, LLC and Kona-Wood Houston, LLC (“Plaintiffs”) filed the State Court Action. Plaintiffs bring the State Court Action both individually and on behalf of a putative class of similarly situated individuals and entities (the “Class”). Chase is the only named Defendant.

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<sup>1</sup> JPMorgan Chase & Co. is not a proper defendant in this lawsuit, as it is the “bank holding company” for the appropriate defendant JPMorgan Chase Bank, N.A.

2. The State Court Action is a putative, nationwide class action lawsuit involving allegations that Chase purportedly failed to process Plaintiffs' loan applications in the recently enacted federal Paycheck Protection Program ("PPP"). The putative nationwide Class consists of "All Chase Bank small business customers who utilized Chase Bank for assistance with and processing of their PPP loans administered by the [Small Business Administration]." (*See* Plaintiff's Original Petition, hereinafter the "Original Petition" or "Orig. Pet.," ¶ 18.) Plaintiffs allege that Chase "chose to prioritize select customers and 'bigger businesses' for approval to the detriment of Class Members," and also "knowingly and negligently chose to accept federal money to process PPP loans while knowing it would not do so or did not have sufficient infrastructure in place to handle the applications submitted, to the detriment of Plaintiffs and Class Members." (*Id.* ¶ 1.)

3. Plaintiffs' Original Petition alleges five separate, state law claims for relief: Fraud and Fraudulent Inducement; Breach of Fiduciary Duty; Breach of Contract; Negligence; and Violation of the Deceptive Trade Practices Act. (*Id.* ¶¶ 27-49.)

4. Plaintiffs, on behalf of themselves and the putative Class, seek damages of "no less than \$10,000,000," in the form of actual damages, exemplary damages, treble damages, attorneys' fees, pre- and post-judgment interest, and costs. (*Id.* § XI Prayer.)

## **II. REMOVAL IS PROCEDURALLY PROPER**

5. Venue is proper in this Court because the action is being removed from the 192nd District Court of Dallas County, Texas, which lies within the Northern District of Texas. *See* 28 U.S.C. §§ 1441(a) and 1446(a).

6. This Notice of Removal is timely filed because thirty days have not elapsed from Chase's receipt of Plaintiffs' Summons and/or Original Petition. *See* 28 U.S.C. § 1446(b).

7. A written notice attaching a copy of this Notice of Removal is being served on Plaintiffs and filed with the Clerk of the 192nd District Court of Dallas County, Texas. *See* 28 U.S.C. § 1446(d).

8. True and correct copies of process, pleadings, and orders filed in the State Court Action are attached hereto, as required by 28 U.S.C. § 1446 and L.R. 81.1:

**EXHIBIT A:** A civil cover sheet.

**EXHIBIT B:** A supplemental civil cover sheet.

**EXHIBIT C:** A true and correct copy of the state court docket sheet.

**EXHIBIT D:** True and correct copies of all pleadings asserting causes of action, all answers to such pleadings, and all orders signed by the state judge, along with an index of documents that clearly identifies each document and indicates the date the document was filed in state court.

**EXHIBIT E:** Defendant JPMorgan Chase & Co.'s Certificate of Interested Persons.

### **III. THE COURT HAS JURISDICTION OVER THIS PUTATIVE CLASS ACTION**

9. This action is within the original jurisdiction of this Court, and removal is proper under the Class Action Fairness Act of 2005, P.L. No. 109-2, codified in pertinent part at 28 U.S.C. §§ 1332(d) and 1453(b). CAFA grants district courts original jurisdiction over putative class actions in which: (i) the putative class consists of at least 100 proposed class members; (ii) the amount in controversy exceeds \$5 million in the aggregate, exclusive of interest and costs; and (iii) any member of the putative class of Plaintiffs is a citizen of a State different from that of any Defendant (so-called minimal diversity). Jurisdiction under CAFA is determined at the time of removal. *Boulanger v. Devlar Energy Mktg., LLC*, No. 3:15-CV-3032-B, 2015 U.S. Dist. LEXIS 154146, at \*17-18 (N.D. Tex. Nov. 13, 2015). As set forth below, this action satisfies each of the requirements for original jurisdiction under CAFA.

10. Covered Class Action. Plaintiffs brought this action “as a class action on behalf of themselves and all members” of a putative class under Texas Rule of Civil Procedure 42. (Orig. Pet. ¶ 18.) Without conceding that there is any merit to the Original Petition’s class allegations or claims, Chase acknowledges that this action meets the CAFA definition of a class action, which is “any civil action filed under [R]ule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. §§ 1332(d)(1)(B), 1453(a).

11. Class Action Consisting of More than 100 Members. Plaintiffs’ Original Petition alleges that “the proposed Class consists of hundreds of entities[.]” (Orig. Pet. ¶ 19.) Because the putative Class consists of at least 100 proposed class members, the requirement of 28 U.S.C. § 1332(d)(5) is satisfied.

12. Diversity. The required diversity of citizenship under CAFA is satisfied because “any member of a class of Plaintiffs is a citizen of a State different from any Defendant.” 28 U.S.C. § 1332(d)(2)(A).

a. Plaintiffs are citizens of Texas. Plaintiffs’ Original Petition alleges that they are Texas limited liability companies. (Orig. Pet. ¶¶ 3-4.) For purposes of diversity jurisdiction, a limited liability company is a citizen of each state where its members are citizens. Based on information submitted to Chase by each Plaintiff, as well as publicly available documents regarding Plaintiffs accessible through the Texas Secretary of State, the members of each of the Plaintiff limited liability companies are individuals and they are residents and citizens of Texas. Thus, Plaintiffs are each citizens of Texas for diversity purposes.

b. JPMorgan Chase & Co. is a Delaware company with its principal place of business in New York. As such, it is deemed to be a citizen of Delaware and New York for diversity purposes.

c. Members of Plaintiffs' proposed Class are also citizens of a State different from Chase. Plaintiff's putative Class is defined without geographic restriction as, "All Chase Bank small business customers who utilized Chase Bank for assistance with and processing of their PPP loans administered by the SBA." (Orig. Pet. ¶ 18.) This Class definition encompasses persons and entities with citizenship of States other than Delaware and New York.

13. Amount in Controversy. Under CAFA, the claims of the individual class members are aggregated to determine if the amount in controversy exceeds the required "sum or value of \$5,000,000, exclusive of interest and costs." 28 U.S.C. §§ 1332(d)(2), (d)(6). A removing defendant's initial burden with respect to CAFA's \$5,000,000 amount in controversy requirement is to present a plausible allegation of the amount at stake in its notice of removal. *See Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87-88 (2014).

a. This action satisfies the amount in controversy requirement of 28 U.S.C. § 1332(d)(2), because the amount at stake exceeds \$5,000,000, exclusive of interest and costs. Plaintiffs' Original Petition alleges that Plaintiffs "seek to recover actual and consequential damages of no less than \$10,000,000, exemplary damages, treble damages, attorneys' fees and costs." (Orig. Pet. ¶ 2.)

b. Chase disputes that it is liable to Plaintiffs or the putative Class, or that Plaintiffs or the putative Class suffered any injury or incurred damages in any amount whatsoever as a result of Chase's conduct. But for purposes of satisfying the jurisdictional prerequisites of CAFA, the amount in controversy exceeds \$5 million.

14. In addition to jurisdiction under CAFA, this Court has original subject matter jurisdiction over this matter because the parties are completely diverse and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs. *See* 28 U.S.C. §§ 1332(a), 1441(b).<sup>2</sup>

a. As explained above, the members of each of the Plaintiff limited liability companies are citizens of Texas, while Chase is a citizen of Delaware and New York. As a result, there is complete diversity of citizenship between the named parties.

b. Additionally, Plaintiffs allege over \$75,000 in damages. Plaintiffs claim that Chase failed to process their loan applications to the SBA, and that Plaintiffs were thereby deprived of the loan funds. In addition, Plaintiffs allege that they are seeking treble damages under the Texas Deceptive Trade Practices Act, exemplary damages, and attorneys' fees. Based only on the request for treble damages, the amount of the PPP loan sought by each Plaintiff would need to be only \$12,500.00 in order to satisfy the jurisdictional threshold.

15. By filing this Notice of Removal, Chase does not waive any jurisdictional objection or other defense that is or may be available to it.

#### **IV. JURY DEMAND**

16. Plaintiffs filed a jury demand in the Dallas County District Court on April 20, 2020.

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<sup>2</sup> Chase will provide evidence to support the allegations of this pleading as required in response to any challenge to the Court's jurisdiction. A removing defendant is only required to provide a "short and plain statement" of the bases for removal and need not present or plead evidentiary detail. *Dart Cherokee*, 574 U.S. at 83; *see also Hertz Corp. v. Friend*, 559 U.S. 77, 96-97 (2010) ("When challenged on allegations of jurisdictional facts, the parties [who assert jurisdiction] must support their allegations by competent proof.").

V. **CONCLUSION**

Chase hereby removes the above-styled and captioned cause pending in the 192nd District Court of Dallas County, Texas to this Court under 28 U.S.C. § 1332(d) and requests that further proceedings be conducted in the Dallas Division of the U.S. District Court for the Northern District of Texas, as provided by law.

Dated: April 22, 2020

Respectfully submitted,

JPMORGAN CHASE & CO.

By: /s/ Christopher S. Dodrill

Christopher S. Dodrill

State Bar No. 24110696

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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of this **NOTICE OF REMOVAL** has been served upon the following by United States mail, first class postage prepaid, and email on April 22, 2020:

Alfonso Kennard  
Kevin T. Kennedy  
Kennard Law P.C.  
2603 Augusta Drive, Suite 1450  
Houston Texas  
Alfonso.Kennard@KennardLaw.com  
Kevin.Kennedy@KennardLaw.com

*Counsel for Plaintiff*

/s Christopher S. Dodrill



# EXHIBIT D

STATE FILING DATE	DOCUMENT DESCRIPTION
04/20/2020	Plaintiffs' Original Petition
04/20/2020	Jury Demand
04/20/2020	Citation

Cause No.

K-192 JUDICIAL DISTRICT

1. This is a class action against Defendant Chase Bank for deceiving and defrauding small business owners in connection with the Paycheck Protection Program (“PPP”) administered by the Small Business Administration (“SBA”). Defendant made misrepresentations to many small business owners that it would assist them with their PPP loan applications and submit them for approval. Unbeknownst to Class Members, Defendant chose to prioritize select customers and “bigger businesses” for approval to the detriment of Class Members. Defendant knowingly and negligently chose to accept federal money to process PPP loans while knowing it would not do so

or did not have sufficient infrastructure in place to handle the applications submitted, to the detriment of Plaintiffs and Class Members.

2. Plaintiffs, on behalf of themselves and Class Members, assert causes of action for fraud, fraud in the inducement, breach of fiduciary duty, breach of contract, negligence, and violations of the Deceptive Trade Practices Act, and seek to recover actual and consequential damages of no less than \$10,000,000, exemplary damages, treble damages, attorneys' fees and costs.

## **II. PARTIES AND PROCESS**

3. Plaintiff Starwalk is a limited liability company organized under the laws of the State of Texas with its principal place of business in Dallas, Texas.

4. Plaintiff Kona-Wood is a limited liability company organized under the laws of the State of Texas with its principal place of business in Dallas County, Texas.

5. Defendant Chase Bank is a corporation organized under the laws of the State of Delaware and conducts business in Dallas County, Texas. Chase Bank may be served with process by serving its registered agent, CT Corporation System, at 1999 Bryan St., Suite 900, Dallas, Texas 75201-3136.

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## **III. JURISDICTION AND VENUE**

6. The Court has jurisdiction over the parties and subject matter in this suit. The amount in controversy is within the jurisdictional limits of the Court.

7. Venue is proper in Dallas County, Texas, pursuant to the Texas Civil Practice and Remedies Code Section 15.002(a)(1) because it is the county in which a substantial part of the events or omissions giving rise to the claims herein occurred.

## **IV.**

### **DISCOVERY CONROL PLAN**

8. Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, Plaintiff intends to conduct discovery under Level 3.

### **V. FACTS**

9. Plaintiffs are small businesses conducting business in Dallas County, Texas.

10. Plaintiffs, on or about April 3, 2020, inquired about the PPP program administered by the Small Business Administration (SBA). Plaintiffs learned that they were eligible to apply through Defendant Chase Bank, because an existing relationship existed.

11. Plaintiffs contacted a representative for Chase Bank on or about April 3, 2020—the first day that Chase began accepting PPP applications—for assistance in submitting applications for the PPP program. Plaintiffs were advised that Chase Bank could help them, but that Plaintiffs should apply later as Chase was experiencing some issues on that day. Chase also advised Plaintiffs that the bank would soon be sending an email to all its customers instructing them how to best apply. Plaintiff never received that email.

12. The following Monday, Plaintiffs noticed that Chase was accepting PPP applications online. Plaintiffs applied for PPP funding by completing Chase's online application.

13. Between April 3 and April 13, 2020, Plaintiffs unsuccessfully attempted to secure more information regarding the status of application. Plaintiffs never received any notification that their applications were approved.

14. Plaintiffs soon learned that PPP funds were depleted.

15. Plaintiffs did not apply for the loans with any other bank based on Chase Bank's representation that it could process and submit the loan applications to the SBA.

16. Upon information and belief, Defendant never properly processed or submitted Plaintiffs' loan applications.

17. Chase Bank never properly processed or submitted the loans of many other small businesses that were submitted on or about April 3, 2020 or April 6, 2020. Instead, Chase Bank selected among its bigger "small businesses" to prioritize and process their loans to the detriment of its other small business customers.

## **VI. CLASS ACTION ALLEGATIONS**

18. Pursuant to TEX. R. CIV. P. 42, Plaintiffs bring this action as a class action on behalf of themselves and all members of the following Class of similarly situated persons and entities:

All Chase Bank small business customers who utilized Chase Bank for assistance with and processing of their PPP loans administered by the SBA.

Excluded from the Class are (i) Chase Bank senior executives and their immediate family members, and (ii) the Court, Court personnel, and their immediate family members.

19. On information and belief, the proposed Class consists of hundreds of entities, the joinder of which in one action is impracticable. The precise number and identities of the Class Members are currently unknown to Plaintiffs but can easily be derived from Defendant's records.

20. Defendant violated the rights and interests of each Class Member in the same manner by their above-described uniform wrongful actions—to wit, wrongfully and knowingly misrepresenting to Plaintiffs and Class Members that they could and would process their PPP loans in a timely, fair and impartial fashion and/or misrepresenting their ability to provide PPP loan services to Class Members.

21. Common questions of law and fact predominate over any questions affecting individual Class Members including, *inter alia*:

- (i) whether Defendant's above-described wrongful actions constitute fraud;
- (ii) whether Defendant's above-described wrongful actions constitute fraudulent inducement;
- (iii) whether Defendant's above-described wrongful actions constitute breach of fiduciary duty;
- (iv) whether Defendant's above-described wrongful actions constitute breach of contract;
- (v) whether Defendant's above-described wrongful actions constitute breach of an implied contract;
- (vi) whether Defendant's above-described wrongful actions constitute negligence;
- (vii) whether Defendant's above-described wrongful actions constitute breach of the Texas Deceptive Trade Practices-Consumer Protection Act;
- (viii) whether Defendant's above-described wrongful actions directly or proximately caused Plaintiffs and Class Members to suffer damages; and
- (ix) whether Plaintiffs and Class Members are entitled to recover actual damages, consequential damages, punitive damages, treble damages, pre- and post-judgment interest, attorneys' fees, litigation expenses, and court costs and, if so, the amount of the recovery.

22. Plaintiffs' claims are typical of Class Members' claims because Plaintiffs and Class Members are all victims of Defendant's above-described wrongful actions.

23. Plaintiffs and their counsel will fairly and adequately represent the interests of Class Members. Plaintiffs have no interests antagonistic to, or in conflict with, those of any of the Class Members. Plaintiffs' counsel is experienced in leading and prosecuting class actions and complex commercial litigation.

24. A class action is superior to all other available methods for fairly and efficiently adjudicating Plaintiffs' and Class Members' claims. Plaintiffs and Class Members have been harmed as a direct and proximate result of Defendant's above-described wrongful actions. Litigating this case as a class action is appropriate because (i) it will avoid a multiplicity of suits and the corresponding burden on the courts and Parties, (ii) it would be virtually impossible for all Class Members to intervene as parties in this action, (iii) it will allow numerous persons with claims too small to adjudicate on an individual basis because of prohibitive litigation costs to obtain redress for their injuries, and (iv) it will provide court oversight of the claims process once Defendant's liability is adjudicated.

25. Certification, therefore, is appropriate under TEX. R. CIV. P. 42(b)(3) because the above-described common questions of law or fact predominate over any questions affecting individual Class Members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

26. Absent a class action, Defendant will retain the benefits of their wrongdoing despite violating the law and inflicting substantial damages on Plaintiffs and Class Members.

## **VII. CAUSES OF ACTION**

### **Count One – Fraud and Fraudulent Inducement**

27. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs reassert and incorporate all allegations set forth herein.

28. Defendant lead Plaintiffs and Class Members to believe they had the capability to help them, when they could not. Defendant knowingly made false representations to Plaintiffs and



Class Members as to material facts. Defendant knew at the onset that they could not handle or process the PPP loan on Plaintiffs' behalf.

29. Defendant failed to represent the interests of Plaintiffs and Class Members. They lead Plaintiffs and Class Members to believe they had the capability to help them, when they could not. Plaintiffs and Class Members could have explored their options elsewhere, but for representations from Defendant. Plaintiffs and Class Members did not—only to find out later that they would not receive funding and their loans were never actually properly process and submitted.

30. Defendant also engaged in fraud by selectively including and prioritizing certain applicants in the application process. Defendant chose select customers among “bigger businesses” and processed those applications over those of Plaintiffs and Class Members. Chase Bank and its agents had no intention or ability it seems to help smaller businesses—despite representing they would and could. This clearly proved to be a false assertion—a false assertion Defendant knew from the onset.

31. As a result of relying on Defendant's representations, Plaintiffs and Class Members have been damaged in an amount within the jurisdictional limits of the Court.

### **Count Two – Breach of Fiduciary Duty**

32. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs reassert and incorporate all allegations set forth herein.

33. Defendant had a fiduciary relationship with Plaintiffs and Class Members as their banking customers—owing Plaintiffs and Class Members advice and proper representations. Defendant failed to do so.

34. Defendant breached their fiduciary duty by making false representations of fact and by intentionally failing to properly process and submit Plaintiffs' and Class Members' applications. Defendant chose favorites and "bigger businesses" to receive funding and *actually* process their applications—to the detriment of Plaintiffs and Class Members.

35. Defendant failed to adequately and properly submit Plaintiffs' and Class Members' applications, without notifying Plaintiffs and Class Members of its intention not to do so and/or failed to inform Plaintiffs and Class Members of their inability to process their applications.

36. As a result of Defendant's breaches of their fiduciary duties, Plaintiffs and Class Members have been damaged in an amount within the jurisdictional limits of the Court.

### **Count Three – Breach of Contract**

37. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs reassert and incorporate all allegations set forth herein.

38. Plaintiffs and Class Members entered into valid, enforceable agreements with Chase Bank for Plaintiffs and Class Members to submit their applications to Chase Bank and for Chase Bank to process and submit Plaintiffs' and Class Members' applications. Plaintiffs and Class Members are in privity with Chase Bank as parties to valid, enforceable contracts or implied contracts. Plaintiffs and Class Members have standing to sue Chase Bank for breach of those agreements.

39. Despite Plaintiffs and Class Members fulfilling their obligations under the agreements, Chase Bank breached the agreements when it failed to properly process and submit Plaintiffs' and Class Members' applications after agreeing to do so.

40. As a result of Chase Bank's breach, Plaintiffs and Class Members have been injured. Plaintiffs' and Class Members damages are within the jurisdictional limits of the Court.

#### **Count Four – Negligence**

41. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs reassert and incorporate all allegations set forth herein.

42. In the alternative, Chase Bank was negligent in affirmatively stating that it could properly handle the loan process—that the federal government is paying them to do with taxpayer dollars—and just couldn’t do it for Plaintiffs and Class Members.

43. Defendant owed a duty of care to Plaintiffs and Class Members but breached that duty and made negligent misrepresentations.

44. Defendant’s breaches of their duties owed to Plaintiffs and Class Members proximately caused their damages, which are within the jurisdictional limits of the Court.

#### **Count Five – Violation of the Deceptive Trade Practices Act**

45. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs reassert and incorporate all allegations set forth herein.

46. Plaintiffs and Class Members were consumers as defined in the Texas Deceptive Trade Practices-Consumer Protection Act (“DTPA”), embodied in the Texas Business & Commerce Code §17.46 *et seq.* Defendant are persons who can be sued for DTPA violations.

47. Defendant knowingly and/or intentionally committed false, misleading, and deceptive acts and, in doing so, violated provisions of the DTPA. In promising to (1) assist Plaintiffs and Class Members in the PPP loan application process, and (2) timely process and submit Plaintiffs’ and Class Members’ loan applications, but failing to do so as promised, Defendant knowingly and/or intentionally violated the DTPA in the following, but not so limited, ways:

- Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they

do not have or that a person has sponsorship, approval, status, affiliation, or connection which he does not;

- Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and
- Failing to disclose information about goods or services that was known at the time of the transaction with the intent to induce the consumer into a transaction that that the consumer would not have entered into the information been disclosed. TEX. BUS. & COM. CODE §17.46.

48. Defendant did not provide the services as promised and engaged in an unconscionable course of action to defraud Plaintiffs and Class Members.

49. Because Defendant acted knowingly and/ or intentionally, Plaintiffs and Class Members are entitled to and seeks to recover treble damages under the Texas Deceptive Trade Practices Act. TEX. BUS. & COM. CODE §17.50 (b)(1).

## **VIII. CONDITIONS PRECEDENT**

50. All conditions precedent to Plaintiffs' and Class Members' recovery and the claims made the subject of this suit have been performed or have occurred.

## **IX. EXEMPLARY DAMAGES**

51. Plaintiffs and Class Members seek exemplary damages against Defendant pursuant to Chapter 41 of the Texas Civil Practice and Remedies Code. Exemplary damages are justified by Defendant's malice and ill will demonstrated by its knowledge and assistance in the fraud committed against Plaintiffs and Class Members.

**X.  
ATTORNEYS FEES**

52. Pursuant to Rule 58 of the Texas Rules of Civil Procedure, Plaintiffs reassert and incorporate all allegations set forth herein.

53. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, Plaintiffs and Class Members are entitled to recover reasonable attorney's fees and costs in the prosecution of this action.

**XI.  
PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs and Class Members respectfully pray that Defendant be cited to answer herein and that upon final trial of this case, the following relief be awarded:

1. Plaintiffs and Class Members be granted judgment against Defendant in the amount of actual and other damages of no less than \$10,000,000;
2. Plaintiffs and Class Members be granted judgment against Defendant for exemplary damages in a sum determined by the trier of fact;
3. Plaintiffs and Class Members be granted judgment against Defendant for treble damages as authorized by TEX. BUS. & COM. CODE §17.50 (b)(1) for knowing and/ or intentional conduct;
4. Plaintiffs and Class Members be granted judgment against Defendant in the amount of reasonable, necessary, and customary legal fees and expenses incurred in this lawsuit;
5. Plaintiffs and Class Members be granted judgment against Defendant for pre-judgment interest as provided by §302.002 of the Texas Finance Code, and post-judgment interest on the total amount of the judgment until paid at the maximum rate allowed by law, which is the interest rate published by the Consumer Credit Commissioner;
6. Plaintiffs and Class Members be granted judgment against Defendant for all costs of court; and Plaintiffs be granted such other and further relief, special or general, legal or equitable, to which Plaintiffs may show itself to be justly entitled to receive.

Respectfully submitted,



A handwritten signature in blue ink, appearing to read 'A. Kennard, Jr.', is positioned above a horizontal line.

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**ATTORNEYS FOR PLAINTIFFS**



FELICIA PITRE  
DALLAS COUNTY DISTRICT CLERK

NINA MOUNTIQUE  
CHIEF DEPUTY

**CAUSE NO. DC-20-05797**

STARWALK OF DALLAS, LLC, et al

vs.

JPMORGAN CHASE & CO

192nd District Court

**ENTER DEMAND FOR JURY**

JURY FEE PAID BY: PLAINTIFF

FEE PAID: \$40

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

**To: JPMORGAN CHASE & CO D/B/A CHASE BANK  
BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM  
1999 BRYAN ST STE 900  
DALLAS TX 75201-3136**

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **192nd District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **STARWALK OF DALLAS, LLC AND KONA-WOOD HOUSTON, LLC, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED**

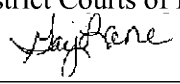
Filed in said Court **20th day of April, 2020** against

**JPMORGAN CHASE & CO AND CHASE BANK**

For Suit, said suit being numbered **DC-20-05797**, the nature of which demand is as follows:  
Suit on **OTHER (CIVIL)** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 20th day of April, 2020.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By , Deputy  
GAY LANE



**ESERVE**

**CITATION**

**DC-20-05797**

**STARWALK OF DALLAS, LLC, et al  
vs.  
JPMORGAN CHASE & CO**

**ISSUED THIS  
20th day of April, 2020**

**FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas**

By: GAY LANE, Deputy

**Attorney for Plaintiff  
ALFONSO KENNARD, JR.  
KENNARD BLANKENSHIP &  
ROBINSON PC  
2603 AUGUSTA DRIVE 14TH FLOOR  
HOUSTON TX 77057  
713-742-0900  
alfonso.kennard@kennardlaw.com**

**DALLAS COUNTY  
SERVICE FEES  
NOT PAID**



## OFFICER'S RETURN

Case No. : DC-20-05797

Court No.192nd District Court

Style: STARWALK OF DALLAS, LLC, et al

vs.

JPMORGAN CHASE & CO

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M. Executed at \_\_\_\_\_,  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_