

**IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF KANSAS**

<b>DENNIS KEHLER and CHARLOTTE</b>	)	
<b>KEHLER, individually and on behalf of</b>	)	
<b>other similarly situated persons,</b>	)	<b>Case No.20-cv-2486</b>
	)	
<b>Plaintiffs,</b>	)	
<b>v.</b>	)	
	)	
<b>U.S. BANK, N.A.,</b>	)	
	)	
<b>Defendant</b>	)	

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**COMPLAINT**

1. Plaintiffs Dennis Kehler and Charlotte Kehler (“Plaintiffs” or “the Kehlers”), individually and on behalf of all others similarly situated, bring this action against Defendant U.S. Bank, N.A. (“Defendant” or “U.S. Bank”). On behalf of themselves and the class and subclass they seek to represent, Plaintiffs allege as follows:

**NATURE OF THE ACTION**

2. This is a class action on behalf of individuals and entities seeking redress for U.S. Bank’s fraudulent and deceptive practices involving the manner in which U.S. Bank purchases and then seeks reimbursement for hazard insurance involving homes and residences that are the subject of foreclosure proceedings, and which are ultimately “redeemed” by the homeowners or their assignees.

3. Through a deceptive pattern and practice going back years, U.S. Bank had charged individuals who redeem their homes after foreclosure sales for a full year of hazard insurance, even though just a small fraction of the insurance is typically used, and even though insurance companies will typically reimburse a purchaser for unused insurance. U.S. Bank is unjustly enriching itself and misleading persons who are at their most financially vulnerable—homeowners

who just lost their homes in foreclosure proceedings and are trying to struggle back and recover their homes.

**THE FORECLOSURE REDEMPTION PROCESS AND  
U.S. BANK'S FRAUDULENT PRACTICES IN CONNECTION WITH THAT PROCESS**

4. In Kansas (and in a number of other states), homeowners who are foreclosed upon and lose their residences at foreclosure sales have the statutory right (in Kansas under K.S.A. § 60-2414) to “redeem” their properties—in effect buy back the properties from the purchasers (usually the lending banks) within a specified period of time.

5. Redemptions in Kansas occur within either three months of the foreclosure sale, or 12 months after the sale, depending on the percentage of the original loan balance that remains outstanding. The redemption period is three months if the borrower has paid less than one-third of the original mortgage balance. If more than one-third has been paid, the period is 12 months. *See* K.S.A. § 60-2414(m).

6. To redeem their property, homeowners must pay a sum equal to the sales price the property brought at the foreclosure sale plus certain costs incurred “[d]uring the period allowed for redemption” by the purchaser, including “taxes on the lands sold, insurance premiums on the improvements thereon, other sums necessary to prevent waste.” K.S.A. § 60-2414(d).

7. As noted, one such reimbursable expense is hazard insurance. When U.S. Bank as a foreclosing bank is the successful bidder at a foreclosure sale, it sometimes purchases hazard insurance to protect the property following the sale. U.S. Bank typically buys coverage for a full year even though insurance can be purchased for shorter periods of time (such as one month).

8. Prior to a redemption taking place, outside counsel for U.S. Bank prepares a redemption payoff statement. In redemptions involving the purchase of hazard insurance by U.S. Bank, counsel for the bank has the opportunity at that point to prorate the insurance amount.

However, despite the fact virtually all expenses in typical real estate closings (including redemption closings) are prorated, U.S. Bank and its counsel willfully and intentionally decide as part of their wrongful scheme to not prorate hazard insurance. Similarly, U.S. Bank and its counsel do not affirmatively disclose that the redemption payoff amount reflects the purchase of insurance for a full year.

9. Therefore, in redemptions in which U.S. Bank has purchased a full year of insurance, the redeeming homeowner is unwittingly charged that entire cost as part of the redemption even when the redemption occurs less than 12 months after the foreclosure.

10. Following those redemptions, however, the insurance companies most likely reimburse U.S. Bank for the portion of the insurance that was not used, as is the custom for ordinary home insurance that is purchased but goes unused when the property changes ownership during the insurable period. For redemptions that occur within the three-month period permitted for, approximately 75% (or more) of the purchased insurance is not used. However, U.S. Bank does not return the reimbursed funds to the redeeming homeowners (or their assignees). Rather, it keeps the funds as an undeserved windfall even though the proceeds are unearned, fraudulently obtained, and rightfully belong to the homeowners.

11. The amounts at issue are not *de minimis*. While the cost of a full year of hazard insurance varies depending on property value and other factors, amounts can range from just under \$1,000 to many thousands of dollars.

12. Plaintiffs assert putative class action claims on behalf of themselves and all members of the putative classes defined below. Plaintiffs seek damages, restitution, and injunctive relief.

**PARTIES**

13. Plaintiff Dennis Kehler is a citizen of Kansas who resides in Bel Aire, Kansas, and is over the age of 18.

14. Plaintiff Charlotte Kehler is a citizen of Kansas who resides in Bel Aire, Kansas, and is over the age of 18.

15. Defendant U.S. Bank, N.A. is a national banking association, with its principal place of business located in Minneapolis, Minnesota.

**JURISDICTION AND VENUE**

16. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2). The aggregate claims of all members of the proposed classes exceed \$5 million, exclusive of interest and costs, and each have more than 100 putative class members. Plaintiffs, as well as most members of the proposed Nationwide Class and Kansas Subclass, are citizens of states different than U.S. Bank.

17. Venue is proper before this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred within this judicial district or, alternatively, under 28 U.S.C. § 1391(b)(3) because U.S. Bank is subject to the Court's personal jurisdiction with respect to this action.

18. This Court has personal jurisdiction over U.S. Bank because the transactions or occurrences giving rise to this action occurred in Kansas.

**FACTUAL ALLEGATIONS**

**A. The Kehlers' Acquisition and Exercise of Redemption Rights in the Kimberly Pierce Foreclosure**

19. On April 2, 2010, U.S. Bank<sup>1</sup> commenced a foreclosure action in the District Court of Sedgwick County, Kansas against a homeowner named Kimberly Pierce. Some five years earlier, Ms. Pierce had obtained a loan secured by a mortgage on her residence in Clearwater, Kansas.

20. According to its Petition for Foreclosure, Ms. Pierce had been delinquent on her loan payments since November 1, 2009.

21. In its petition U.S. Bank requested that the court enter judgment against Ms. Pierce and order “that the period of redemption is fixed at three (3) months from the date of sale” because “less than one-third 1/3 of the original indebtedness secured by said Mortgage has been paid.”

22. Neither Ms. Pierce nor counsel on her behalf appeared in or otherwise defended the foreclosure action.

23. On May 24, 2010, the district court entered a judgment of foreclosure against the property and against Ms. Pierce individually for \$55,543.70, with \$48,763.65 attributed to the unpaid principal balance, and the remainder to interest, attorneys' fees, and various other expenses.

24. The district court's order further directed the Sedgwick County Sheriff to sell the property at a public auction if Ms. Pierce did not satisfy the judgment balance within 10 days and, pursuant to U.S. Bank's request, ordered that Ms. Pierce's redemption period be “set at three (3) months following the date of sale.”

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<sup>1</sup> U.S. Bank filed the Petition for Foreclosure in its capacity as Indenture Trustee for American Home Mortgage Investment Trust 2005-4C.

25. Ms. Pierce did not satisfy the judgment. Accordingly, on July 7, 2010, the sheriff conducted a public sale of the property, at which U.S. Bank purchased it for \$25,000.00.

26. Around that same time, Ms. Pierce assigned her redemption rights to Plaintiffs.

27. The sheriff's sale triggered the commencement of the statutory period for which the property was subject to the right of redemption, a right now owned and exercisable by Plaintiffs. Pursuant to the district court's order, Plaintiffs' redemption rights were to expire three months later, on October 7, 2010.

**B. U.S. Bank Includes the Cost of Excessive and Unused Insurance as Part of the Kehlers' Redemption Payoff**

28. Soon thereafter, on August 19, 2010, U.S. Bank filed with the district court a "Statement of Additional Expenses." In it, U.S. Bank represented that it had "incurred additional expenses in maintaining and preserving the property during the redemption period, specifically for **Hazard Insurance**" in the amount of **\$2,532.95**.

29. U.S. Bank submitted another "Statement of Additional Expenses" on October 1, 2010, again claiming it had "incurred additional expenses in maintaining and preserving the property during the redemption period, specifically for **Hazard Insurance**"—this time, in the amount of **\$1,239.24**.

30. In total, U.S. Bank represented to both the district court and to Plaintiffs that it had paid in premiums and that the necessary costs of hazard insurance to insure the property during the 3 month redemption period was **\$3,772.19**.

31. That was false. The \$3,772.19 in hazard insurance premiums that U.S. Bank represented it incurred in "preserving the property during the [3-month] redemption period" was in fact a premium for at least an entire year of coverage, not the three-month redemption period.

32. Assuming U.S. Bank’s \$3,772.19 total accurately reflected the cost of insuring the property for one year, the figure overstated the costs of insuring the property during the redemption period—*i.e.*, the period running from the date of the foreclosure sale to the date that Plaintiffs redeemed the property—by **\$2,852.39**.

33. Nevertheless, U.S. Bank represented to Plaintiffs and the district court that this entire expense was payable by Plaintiffs in order to exercise their redemption rights because it was incurred in “preserving the property during the [3-month] redemption period.”

34. When Plaintiffs requested a redemption estimate, U.S. Bank informed them that they had to pay \$29,048.44 to redeem the property, which consisted of the \$25,000.00 sale price, \$276.25 for 85 days of interest accruing at \$3.25 per diem, plus \$3,772.19 for hazard insurance.

35. Accordingly, on October 4, 2010, and in reliance upon U.S. Bank’s representations, Plaintiffs exercised their redemption rights in the foreclosed property by tendering \$29,048.44 to the Clerk of the Sedgwick County District Court.

36. U.S. Bank likely cancelled, or certainly could have cancelled, the hazard insurance on or around October 4, 2010, when Plaintiffs exercised their redemption rights and thereby extinguished U.S. Bank’s insurable interest in the property.

37. U.S. Bank therefore likely did, or could have, received a refund of approximately **\$2,852.39** in unearned premium upon termination of the policy, even though the cost of such unused insurance was paid for by Plaintiffs.

38. Whether or not U.S. Bank received a refund of unearned hazard insurance premium, Plaintiffs have suffered damage by paying excess hazard insurance premium in reliance on U.S. Bank representations that such costs were incurred in “preserving the property during the [3-

month] redemption period,” when they were not, in fact, attributable to property preservation during the redemption period and thus were not reimbursable under K.S.A. § 60-2414(d).

**C. U.S. Bank’s Foreclosure Counsel Knew from Other Foreclosure Proceedings that It was Required to Prorate Hazard Insurance Costs Charged on Redeeming Parties**

39. Notably, the very same law firm that represented U.S. Bank in the Kimberly Pierce foreclosure case, Kozeny & McCubbin, has represented banks in a number of other Kansas foreclosure cases where the same wrongful practice has occurred.

40. In one of those cases, *Wells Fargo Bank, N.A. v. Taylor-Hinds*, Case No. 16-CV05975, Johnson County, Kansas District Court (“*Taylor-Hinds*”), the judge specifically ordered the foreclosing lender to prorate the cost of hazard insurance to the actual duration of the redemption period.

41. The relevant facts from *Taylor-Hinds* were the following:

(a) On April 5, 2017, Wells Fargo purchased the collateral property at the foreclosure sale and obtained hazard insurance for the property following the sale in the amount of \$1,921.00, which was for a full year. Like U.S. Bank in the Sedgwick County case, Wells Fargo sought to recover the entire amount as part of a redemption payoff.

(b) The redeeming party was not the foreclosed homeowner, but a separate entity (Star Properties, LLC), which, like Plaintiffs, acquired the redemption rights from the homeowner by an assignment. Star Properties filed an objection to Wells Fargo’s efforts to collect various property protection advances, including the \$1,921.00 amount for hazard insurance.

(c) In the objection, filed June 26, 2017, Star Properties noted that Wells Fargo had not submitted any receipts or invoices documenting the various expenses as

required by K.S.A. 60-2414(d). Regarding the hazard insurance, Star Properties objected to the total amount sought by Wells Fargo: “Plaintiff should not be entitled to claim any portion of funds advanced for hazard insurance for coverage beyond the date Star Properties, LLC redeemed the subject property, which was June 5, 2017.”

(d) On July 20, 2017, Wells Fargo responded to Star Properties’ objection. It attached receipts for some of the property protection advances, but submitted nothing regarding the hazard insurance and made no response at all to Star Properties’ argument that it should only have to pay for hazard insurance through the date of redemption. Rather, Wells Fargo stated: “Plaintiff’s counsel is currently attempting to provide a receipt for these expenses and request additional time to do so. Plaintiff will supplement this response when the receipts are provided.” There is no indication from the court file that Wells Fargo ever submitted receipts and/or a substantive response to Star Properties’ argument.

(e) On September 6, 2017, Kansas District Court Judge Kevin Moriarty ruled that Wells Fargo was only entitled to payment of insurance costs through the redemption date: “The sums advanced by Plaintiff for hazard insurance for the subject property should be prorated to insure the property for two months, which prorated insurance premium is \$320.16.”

42. Despite knowledge on the part of U.S. Bank’s foreclosure counsel (and by extension, U.S. Bank), the bank’s practice of misrepresenting annual hazard insurance premium as an expense reasonably incurred to preserve the property during the redemption period—and therefore payable by the redeeming party—continues to the current date.

43. Plaintiffs' counsel has discovered a number of other foreclosure redemption cases in Kansas where U.S. Bank has perpetrated this same wrongful practice on other unsuspecting redeemers.

44. Notably, when redeeming parties are represented by counsel (as in *Taylor-Hinds*), they have the ability to contest the excessive premium charges and, ultimately, only pay a prorated amount for insurance.

45. In addition, Plaintiffs' counsel has discovered other foreclosure redemptions where U.S. Bank only charged a prorated amount (typically for several months) for insurance. But in each of those cases the redeemer was represented by counsel.

46. Unfortunately, many redeemers are the foreclosed homeowners themselves, who almost by definition do not have the financial resources to retain counsel—a fact undoubtedly known and exploited by U.S. Bank. U.S. Bank, thus, preys upon unrepresented parties to charge them for annualized premiums, even though U.S. Bank is aware that no redeeming party would rationally pay more than they are required to pay by law to redeem the property.

### **CLASS ACTION ALLEGATIONS**

47. Description of the Classes: Plaintiffs bring this class action on behalf of themselves and other similarly situated individuals. Pursuant to Federal Rule of Civil Procedure 23(b)(2), (b)(3) and (c)(4), as applicable, Plaintiffs seek certification of the following classes of individuals:

(a) The Nationwide Class:

All residents of the United States who redeemed a property purchased in foreclosure by U.S. Bank and, in connection with that redemption, reimbursed U.S. Bank for property insurance premiums that were not prorated to reflect the period of ownership held by U.S. Bank.

(a) The Kansas Subclass:

All residents of the United States who redeemed a property situated in Kansas that was purchased in foreclosure by U.S. Bank and, in connection with that redemption, reimbursed U.S. Bank for property insurance premiums that were not prorated to reflect the period of ownership held by U.S. Bank.

Excluded from the classes are U.S. Bank's officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns. Also excluded from the classes are any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

48. Common Questions of Law and Fact Predominate: There are many questions of law and fact common to Plaintiffs and members of the classes, and those questions substantially predominate:

(a) Whether U.S. Bank unjustly enriched by the conduct and practices described herein;

(b) Whether U.S. Bank fraudulently misrepresented insurance expenses purportedly incurred for the maintenance of property during the redemption period;

(c) Whether U.S. Bank negligently misrepresented insurance expenses purportedly incurred for the maintenance of property during the redemption period;

(d) Whether U.S. Bank fraudulently failed to disclose facts pertaining to insurance expenses purportedly incurred for the maintenance of property during the redemption period;

(e) Whether U.S. Bank's misrepresentations and/or omissions pertaining to insurance expenses purportedly incurred for the maintenance of property during the redemption period were material;

(f) Whether equity and good conscience requires that U.S. Bank make restitution to the Plaintiffs and the class members;

(g) Whether Plaintiffs and the class members are entitled to recover actual damages from U.S. Bank;

(h) Whether Plaintiffs and the class members are entitled to injunctive relief; and

(i) Whether U.S. Bank acted intentionally, maliciously, and/or recklessly when it undertook the conduct described herein, such that Plaintiffs and the class members are entitled to an award of punitive damages.

49. Numerosity: The proposed classes are so numerous that individual joinder of all members is impracticable.

50. All members of the proposed classes are ascertainable by objective criteria. U.S. Bank and/or its counsel or other agents have litigation and loan services records sufficient to identify the members of the classes, and contact information which can be used to provide notice to the class members.

51. Typicality: Plaintiffs' claims are typical of the claims of the members of the proposed classes. Plaintiffs and all members of the classes have been similarly affected by the actions of U.S. Bank.

52. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of members of the classes. Plaintiffs have retained counsel with substantial experience in prosecuting complex and class action litigation. Plaintiffs and counsel are committed to vigorously prosecuting this action on behalf of class members and have the financial resources to do so.

53. Superiority of Class Action: Plaintiffs and the members of the classes suffered, and will continue to suffer, harm by U.S. Bank's conduct. A class action is superior to other available

methods for the fair and efficient adjudication of the present controversy. Individual joinder of all members of the classes is impractical. Even if individual class members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed. Individual litigation magnifies the delay and expense to all parties in the court system of resolving the controversies engendered by U.S. Bank's common course of conduct. The class action device allows a single court to provide the benefits of unitary adjudication, judicial economy, and the fair and equitable handling of all class members' claims in a single forum. The conduct of this action as a class action conserves the resources of the parties and of the judicial system and protects the rights of the class members.

### **COUNT I**

#### **Unjust Enrichment**

#### **(On Behalf of Plaintiffs, the Nationwide Class, and the Kansas Subclass)**

54. Plaintiffs incorporate all prior allegations of this Complaint as if set forth fully herein.

55. Plaintiffs bring this cause of action on behalf of themselves, the Nationwide Class, and the Kansas Subclass.

56. Plaintiffs conferred a benefit on U.S. Bank when they tendered a redemption payment comprised in part of a full year's worth of prepaid hazard insurance premium on the redeemed property.

57. U.S. Bank cancelled, or should have cancelled, the hazard insurance it procured upon Plaintiffs' exercise of their redemption rights, which extinguished any insurable interest U.S. Bank had in the property.

58. U.S. Bank thus received or was entitled to receive a refund of portion of prepaid hazard premium that remained unearned at the time of the policy's cancellation.

59. U.S. Bank nonetheless accepted, appreciated, retained such premium refund, or failed to exercise its rights to such a refund, with knowledge that it belonged to Plaintiffs.

60. U.S. Bank's retention of the premium refund by is inequitable under the circumstances because, among other reasons, all costs of procuring such insurance were borne by Plaintiffs, not U.S. Bank, and because U.S. Bank's interests in the property or any income or expense reimbursements associated with it terminated when Plaintiffs tendered their redemption funds.

**COUNT II**  
**Fraudulent Misrepresentation**  
**(On Behalf of Plaintiffs, the Nationwide Class, and the Kansas Subclass)**

61. Plaintiffs incorporate all prior allegations of this Complaint as if set forth fully herein.

62. Plaintiffs bring this cause of action on behalf of themselves, the Nationwide Class, and the Kansas Subclass.

63. U.S. Bank necessarily made representations to Plaintiffs regarding the amount of hazard insurance procured for maintenance and preservation of the property during the redemption period and regarding the amount Plaintiffs must pay to exercise their statutory redemption rights.

64. These representations were false—U.S. Bank overstated the amount Plaintiffs were required to pay in order to exercise their redemption rights by including a hazard insurance premium in Plaintiffs' redemption payoff amount that exceeded the term of the redemption period.

65. U.S. Bank intended that Plaintiffs rely on its representations to ascertain the total sum they must pay and expenses they must reimburse U.S. Bank in order to exercise their redemption rights.

66. Plaintiffs relied on the truth and accuracy of the information conveyed by U.S. Bank to ascertain the total sum they must pay and expenses they must reimburse U.S. Bank in order to exercise their redemption rights.

67. Plaintiffs sustained damages when they relied on the truth and accuracy of such information conveyed by U.S. Bank because, among other reasons, they reimbursed the costs of a full year's worth of prepaid hazard insurance premium instead of just that portion of the premium attributable the redemption period.

68. U.S. Bank acted intentionally, maliciously, and/or recklessly when it undertook the foregoing conduct, such that Plaintiffs are entitled to an award of punitive damages sufficient to punish and deter like conduct.

### **COUNT III**

#### **Negligent Misrepresentation**

**(On Behalf of Plaintiffs, the Nationwide Class, and the Kansas Subclass)**

69. Plaintiffs incorporate all prior allegations of this Complaint as if set forth fully herein.

70. Plaintiffs bring this cause of action on behalf of themselves, the Nationwide Class, and the Kansas Subclass.

71. U.S. Bank supplied false information to Plaintiffs for their guidance and benefit in ascertaining the amount they must pay to redeem property in foreclosure.

72. Specifically, U.S. Bank failed to exercise due care in ensuring that the hazard insurance premium included in Plaintiffs' redemption payoff amount accurately corresponded to the duration of the redemption period.

73. Plaintiffs relied on the truth and accuracy of the information conveyed by U.S. Bank regarding the nature and extent of reimbursable expenses included in Plaintiffs' redemption payoff amount.

74. Plaintiffs are within the class of persons whom U.S. Bank intended to guide when it supplied information regarding the nature and extent of reimbursable expenses included in Plaintiffs' redemption payoff amount or, alternatively, are within the class of persons to whom U.S. Bank knew such information would be communicated by another.

75. Plaintiffs sustained damages when they relied on the truth and accuracy of such information conveyed by U.S. Bank because, among other reasons, they reimbursed the costs of a full year's worth of prepaid hazard insurance premium instead of just that portion of the premium attributable to the redemption period.

#### **COUNT IV**

#### **Fraud by Silence**

**(On Behalf of Plaintiffs, the Nationwide Class, and the Kansas Subclass)**

76. Plaintiffs incorporate all prior allegations of this Complaint as if set forth fully herein.

77. Plaintiffs bring this cause of action on behalf of themselves, the Nationwide Class, and the Kansas Subclass.

78. U.S. Bank had a duty to disclose material facts to Plaintiffs regarding nature and extent of reimbursable expenses added to Plaintiffs' redemption total, including: that the claimed hazard insurance expenses were annualized and not prorated to the actual duration of the redemption period; and/or that U.S. Bank and/or its agents received a refund of unearned premium to which Plaintiffs were entitled.

79. U.S. Bank's duty to disclose arises arise by law, including without limitation, under K.S.A. § 2414(d) 12 CFR § 1024.37(g), its superior and unique knowledge of the facts, its decision to speak, and litigant's and/or its counsel's duties of candor to the court.

80. U.S. Bank's duty to disclose also arises by virtue of its own culpability in creating Plaintiffs' mistaken belief that claimed hazard insurance were attributable to the redemption period.

81. U.S. Bank knew or had reason to know that the undisclosed information about the hazard insurance expenses were material to Plaintiffs' decision to tender a redemption payment inclusive of such expenses.

82. U.S. Bank intended that Plaintiffs rely on its silence as grounds to believe that the stated hazard insurance expenses covered only the term of the redemption period and/or that Plaintiffs were not entitled to a refund of unearned premium upon termination of coverage.

83. Plaintiffs in fact relied on U.S. Bank's silence as grounds to believe that the stated hazard insurance expenses covered only the term of the redemption period and/or that Plaintiffs were not entitled to a refund of unearned premium upon termination of coverage.

84. Plaintiffs have sustained damages directly and proximately caused by the foregoing conduct in an amount to be proven at trial, including by reimbursing the costs of a full year's worth of prepaid hazard insurance premium instead of just that portion of the premium attributable to the redemption period.

85. U.S. Bank acted intentionally, maliciously, and/or recklessly when it undertook the foregoing conduct, such that Plaintiffs are entitled to an award of punitive damages sufficient to punish and deter like conduct.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and the proposed classes, respectfully request that this Court:

(a) Certify the Nationwide Class and the Kansas Subclass pursuant to Federal Rule of Civil Procedure 23(b)(2), (b)(3), and/or (c)(4);

(b) Appoint Plaintiffs as Class Representatives and their counsel as Class and Subclass Counsel pursuant to Federal Rule of Civil Procedure 23(g);

(c) Find U.S. Bank's conduct was unlawful as alleged herein;

(d) Enjoin U.S. Bank from engaging in further unlawful conduct as alleged herein;

(e) Award Plaintiffs and the class members nominal, actual, compensatory, consequential, and punitive damages;

(f) Award Plaintiffs and class members pre-judgment and post-judgment interest;

(g) Award Plaintiffs and class members reasonable attorneys' fees, costs, and expenses; and

(h) Grant such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all issues so triable and designate Kansas City, Kansas, as the place of trial.

Dated: September 30, 2020.

Respectfully submitted,

**STUEVE SIEGEL HANSON LLP**

/s/ Bradley T. Wilders

Bradley T. Wilders KS #78301

Michael R. Owens KS #26747

460 Nichols Road, Ste. 200

Kansas City, Missouri 64112

Tel: 816-714-7100

wilders@stuevesiegel.com

owens@stuevesiegel.com

**SNYDER LAW FIRM LLC**

Paul D. Snyder KS #14537

Karen E. Snyder KS #15424

Snyder Law Firm LLC

10995 Lowell Ave, Ste 710

Overland Park, KS 66210

Tel: 913-685-3900

psnyder@snyderlawfirmllc.com

ksnyder@snyderlawfirmllc.com

*Attorneys for Plaintiffs and  
the Proposed Class*