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7 Attorneys for Plaintiffs,  
8 HANNA KAYALI and MOHAMMED A. DOLEH

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 HANNA KAYALI AND MOHAMMED  
12 A. DOLEH, individually and on behalf of  
13 others similarly situated,

14 Plaintiffs,

15 v.

16 ROBINHOOD FINANCIAL, LLC,  
17 ROBINHOOD SECURITIES, LLC,  
18 ROBINHOOD MARKETS, INC.,  
19 CITADEL ENTERPRISE AMERICAS,  
20 LLC, MELVIN CAPITAL  
21 MANAGEMENT, LP, TD  
22 AMERITRADE, INC., THE CHARLES  
23 SCHWAB CORPORATION, and  
24 CHARLES SCHWAB & CO. INC.,

25 Defendants.

CASE NO:

**CLASS ACTION COMPLAINT**

26 NOW COME Plaintiffs, HANNA KAYALI, (hereinafter “Kayali” or  
27 “Plaintiff”), and MOHAMMED A. DOLEH, (hereinafter “Doleh” or “Plaintiff”),  
28 (collectively “Plaintiffs”) individually and on behalf of the proposed class, by and  
through their attorneys, Blaise & Nitschke, P.C., and submit their class action  
complaint against ROBINHOOD FINANCIAL, LLC; ROBINHOOD SECURITIES,  
LLC; ROBINHOOD MARKETS, INC; CITADEL ENTERPRISE AMERICAS,

1 LLC; TD AMERITRADE, INC.; THE CHARLES SCHWAB CORPORATION;  
2 CHARLES SCHWAB & CO., INC.; and MELVIN CAPITAL MANAGEMENT, LP  
3 (hereinafter collectively referred to as “Defendants”). In furtherance whereof,  
4 Plaintiffs state as follows:

5 **NATURE OF THE CASE**

6 This is a class action based upon Defendants’ intentional and willful restriction  
7 for certain securities including but not limited to Naked Brand Group Ltd.  
8 (“NAKD”), Nokia Corporation (“NOK”), and AMC Entertainment Holdings, Inc.  
9 (“AMC”), from its trading platform thereby dispossessing the retail investors of the  
10 ability to invest in the free market.

11 **PARTIES**

12 1. Plaintiff HANNA KAYALI is a U.S. citizen who at all times mentioned  
13 in this Complaint resided in the Northern District of Illinois.

14 2. Plaintiff MOHAMMED A. DOLEH is a U.S. citizen who at all times  
15 mentioned in this Complaint resided in the Northern District of Illinois.

16 3. Defendant ROBINHOOD FINANCIAL, LLC is a Delaware corporation  
17 with its principal place of business at 85 Willow Road, Menlo Park, California 94025.  
18 It is a wholly-owned subsidiary of Robinhood Markets, Inc. Robinhood Financial,  
19 LLC is registered as a broker-dealer with the U.S. Securities & Exchange  
20 Commission (“SEC”). Defendant Robinhood Financial, LLC acts as an introducing  
21 broker and has a clearing arrangement with its affiliate Defendant Robinhood  
22 Securities, LLC.

23 4. Defendant ROBINHOOD SECURITIES, LLC is a Delaware corporation  
24 with its principal place of business at 500 Colonial Center Parkway, Suite 100, Lake  
25 Mary, Florida 32746. It is a wholly owned subsidiary of Defendant Robinhood  
26 Markets, Inc. Defendant Robinhood Securities, LLC is registered as a broker-dealer  
27 with the SEC. Defendant Robinhood Financial, LLC acts as a clearing broker and  
28 clears trades introduced by its affiliate Defendant Robinhood Financial.

1           5. Defendant ROBINHOOD MARKETS, INC. is a Delaware corporation  
2 with its principal place of business at 85 Willow Road, Menlo Park, California 94025.  
3 Defendant Robinhood Markets, Inc. is the corporate parent of Defendants Robinhood  
4 Financial, LLC and Robinhood Securities, LLC.

5           6. The above-named corporate defendants herein referred to collectively as  
6 “Robinhood.”

7           7. Defendant CITADEL ENTERPRISE AMERICAS, LLC is a Delaware  
8 corporation with its principal place of business at 131 South Dearborn Street,  
9 Chicago, IL 60603. Citadel Enterprises Americas is the largest customer of  
10 Robinhood.

11           8. Defendant MELVIN CAPITAL MANAGEMENT LP is a Delaware  
12 corporation with its principal place of business at 535 Madison Avenue, 22<sup>nd</sup> Floor,  
13 New York, New York, 10022. Citadel Enterprise Americas, LLC is a hedge fund that  
14 owns Melvin Capital Management LP.

15           9. Defendant TD AMERITRADE, INC., is a New York corporation with  
16 its principal place of business registered to do business in Illinois, but not in good  
17 standing.

18           10. Defendant THE CHARLES SCHWAB CORPORATION is a Delaware  
19 corporation with its principal place of business at 211 Main Street, San Francisco, CA  
20 94105.

21           11. Defendant CHARLES SCHWAB & CO. INC. is a California  
22 corporation with its principal place of business at 211 Main Street, San Francisco, CA  
23 94105.

24           12. As of October 2020, The Charles Schwab Corporation acquired TD  
25 Ameritrade.

26           13. The above-named corporate defendants herein referred to collectively as  
27 “TD Ameritrade.”  
28



1           22. Citadel Enterprise Americas, LLC is one of the largest clients of  
2 Robinhood, and on information and belief, Citadel reloaded their short sale positions  
3 before they told Robinhood to stop trading stocks in GameStop Corp. (“GME”).

4           23. TD Ameritrade is a broker that offers an electronic trading platform for  
5 the trade of financial assets including common stocks, preferred stocks, futures  
6 contracts, exchange-traded funds, options, cryptocurrency, mutual funds, and fixed  
7 income investments.

8           24. TD Ameritrade provides investing and trading services for 11 million  
9 client accounts that total more than \$1 trillion in assets, and custodial services for  
10 more than 6,000 independent registered investment advisors.

11           25. On or around January 26, 2021 stocks in Naked Brand Group Ltd.  
12 (“NAKD”) began to rise.

13           26. On or around January 22, 2021 stocks in Nokia Corporation, (“NOK”)  
14 began to rise.

15           27. On or around January 26, 2021 stocks in AMC Entertainment Holdings,  
16 Inc. (“AMC”) began to rise.

17           28. At these times, Robinhood and TD Ameritrade allowed retail investors  
18 to trade NAKD, NOK, and AMC on the open market.

19           29. On or about January 28, 2021, in an effort to restrict the free market,  
20 Robinhood and TD Ameritrade deprived its individual investor customers of the  
21 ability to transact on their platforms for certain securities including NAKD, NOK,  
22 and AMC.

23           30. Meanwhile, hedge funds and institutional investors may continue to  
24 trade as normal.

25           31. Robinhood explicitly stated, “We continuously monitor the markets and  
26 make changes where necessary. In light of recent volatility, we are restricting  
27 transactions for certain securities to position closing only, including \$AAL, \$AMC,  
28 \$BB, \$BBBY, \$CTRM, \$EXPR, \$GME, \$KOSS, \$NAKD, \$NOK, \$SNDL, \$STR,

1 and \$TRVG. We also raised margin requirements for certain securities. *Keeping*  
2 *Customers Informed Through Market Volatility*, ROBINHOOD (January 28, 2021),  
3 <https://blog.robinhood.com> (last visited January 28, 2021).

4 32. TD Ameritrade states, “In the interest of mitigating risk for our company  
5 and clients, we have put in place several restrictions on some transactions in \$GME  
6 [GameStop], \$AMC [AMC Theaters] and other securities.” Mark DeCambre,  
7 *GameStop and AMC Trading Restricted by TD Ameritrade, Schwab, Robinhood*  
8 *Others*, MSN.COM (January 28, 2021), [https://www.msn.com/en-](https://www.msn.com/en-us/money/topstocks/gamestop-amc-trading-is-now-being-restricted-at-td-ameritrade-schwab/ar-BB1d9dmv)  
9 [us/money/topstocks/gamestop-amc-trading-is-now-being-restricted-at-td-ameritrade-](https://www.msn.com/en-us/money/topstocks/gamestop-amc-trading-is-now-being-restricted-at-td-ameritrade-schwab/ar-BB1d9dmv)  
10 [schwab/ar-BB1d9dmv](https://www.msn.com/en-us/money/topstocks/gamestop-amc-trading-is-now-being-restricted-at-td-ameritrade-schwab/ar-BB1d9dmv) (last visited January 28, 2021).

11 33. On information and belief, Robinhood and TD Ameritrade’s actions  
12 were done purposefully and knowingly to manipulate the market for the benefit of  
13 hedge funds and institutional investors.

14 34. In short, certain securities including GME, NAKD, NOK, and AMC  
15 (collectively, “the Stocks”) may only be sold on the platforms now, which will  
16 necessarily cause of the price of those stocks to fall or stagnate.

17 35. A notification appeared on Robinhood telling users that they could close  
18 their position on GME’s stock but not buy any additional shares.

19 36. Plaintiff Kayali purchased AMC, NAKD, and NOK on January 27,  
20 2021.

21 37. On the morning of January 28, 2021, Plaintiff Kayali sold her interest in  
22 NAKD.

23 38. On the morning of January 28, 2021, Plaintiff Kayali used her  
24 Robinhood app, searched for AMC and NOK, and found they were unavailable. The  
25 stock did not even appear, although AMC and NOK are publicly traded companies.

26 39. Plaintiff Doleh purchased AMC stock on January 27, 2021.  
27  
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- e. Whether Defendants violated Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505;
- f. Whether Defendants breached their fiduciary duties to their customers by failing to provide adequate access to financial services;
- g. Whether Defendants were unjustly enriched by their conduct;
- h. Whether Defendants are in breach of their contracts with Class Members in connection with their failure to provide financial services;
- i. Whether Defendants violated consumer protection laws in failing to disclose that its services would not include the ability to trade certain securities including GME, AMC, NAKD, and NOK, for substantial periods of time;
- j. Whether Class members are entitled to actual damages, statutory damages, and/or punitive damages as a result of Defendants' wrongful conduct;
- k. Whether Class Members are entitled to injunctive relief to redress the imminent and currently ongoing harm faced as a result of their lost earning opportunities; and
- l. Whether or not Class Members are entitled to Declaratory Relief.

48. Plaintiffs will fairly and adequately represent the Class Members. Plaintiffs have no interests that conflict with the interests of Class Members. Plaintiffs have retained counsel experienced in handling class actions. Neither Plaintiffs nor his or her counsel have any interests that might cause them not to pursue these claims vigorously.

49. This action should be maintained as a class action because the prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual members that would establish incompatible standards of conduct for the parties opposing the Class.



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**COUNT I**  
**Unlawful Combination and Conspiracy in Restraint of Trade in Violation of  
Section 1 of the Sherman Act  
(All Defendants)**

50. Plaintiffs re-allege and incorporate paragraphs 1-49 of this Complaint as though fully set forth herein.

51. On information and belief, the Defendants combined, conspired, or contracted to contemporaneously decide upon and enact a coordinated prohibition on the purchase of shares of the Stocks by Plaintiffs.

52. The Defendants have prohibited and continue to prohibit purchases of shares of the Stocks by Plaintiffs in an unreasonable restraint of trade in the stock market. Despite prohibiting purchases of shares of the Stocks, the Defendants have continued to allow Plaintiffs to sell shares of the Stocks.

53. As a result of Defendants contract combination, or conspiracy, the unreasonable restraint of trade in the stock market has caused injury to Plaintiffs by prohibiting their purchase of shares of the Stocks. Despite this prohibition, Defendants Robinhood and TD Ameritrade (“Trading Platform Defendants”) allow Plaintiffs to sell shares of the Stocks on their platforms.

**COUNT II**  
**Attempted Monopolization of the Stock Market in Violation of  
Section 2 of the Sherman Act  
(Against All Defendants)**

54. Plaintiffs re-allege and incorporate paragraphs 1-53 of this Complaint as though fully set forth herein.

55. By prohibiting Plaintiffs from purchasing the Stocks but not from selling the Stocks, Defendants engaged in and continue to engage in exclusionary conduct that is deleterious to consumers and to the anticompetitive benefit of the Defendants. Defendants engaged in and continue to engage in anticompetitive conduct.

56. Through the continued anticompetitive conduct of excluding Plaintiffs from the stock market as competitors by prohibiting Plaintiffs purchase of the Stocks,

1 Defendants manifested and continue to manifest a specific intent to monopolize.  
2 Defendants' coordinated prohibition of Plaintiffs' purchase of the Stocks  
3 demonstrates Defendants' specific intent to monopolize the stock market.

4 57. Upon information and belief, the Defendants collectively control a  
5 majority share of trading within the stock market. Defendants' coordinated  
6 prohibition of Plaintiff's purchase of the Stocks is likely to increase Defendants'  
7 market share within the stock market. As a result, Defendants' anticompetitive  
8 conduct poses a dangerous probability of achieving monopoly.

9 **COUNT III**

10 **Violation of the Illinois Consumer Fraud and Deceptive Business Practice**  
11 **815 ILCS 505/1, et seq.**  
12 **(Against Trading Platform Defendants)**

13 58. Plaintiffs re-allege and incorporate paragraphs 1-57 of this Complaint as  
14 though fully set forth herein.

15 59. That at all times relevant herein, there existed in full force and effect the  
16 Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1 *et seq.*  
(hereinafter "The Act").

17 60. The Act makes it unlawful to employ:

18 "[u]nfair methods of competition and unfair or deceptive acts or  
19 practices, including but not limited to the use or employment of  
20 any deception fraud, false pretense, false promise,  
21 misrepresentation or the concealment, suppression or omission  
22 of any material fact, with intent that others rely upon the  
concealment, suppression or omission of such material fact ...  
in the conduct of any trade or commerce."

23 815 ILCS 505/2.

24 61. As detailed throughout Plaintiffs' Complaint, Trading Platform  
25 Defendants have committed deceptive practices by restricting Plaintiffs' purchase,  
26 but not sale, of the Stocks, in violation of Customer Agreements between Plaintiffs  
27 and Trading Platform Defendants.  
28



1 g. failing to exercise trades and actions requested by customers.

2 68. As such, Trading Platform Defendants breached their Agreements with  
3 Plaintiffs and continue to breach these Agreements.

4 69. Trading Platform Defendants' failure to perform under these  
5 Agreements has resulted in damages and losses to Plaintiffs and continues to expose  
6 them to harm. These losses reflect damages to Plaintiffs in an amount to be  
7 determined at trial.

8 **COUNT V**

9 **Breach of the Implied Covenant of Good Faith and Fair Dealing**  
10 **(Against Trading Platform Defendants)**

11 70. Plaintiffs re-allege and incorporate paragraphs 1-69 of this Complaint as  
12 though fully set forth herein.

13 71. Plaintiffs entered into Agreements with Trading Platform Defendants to  
14 open trading accounts. Plaintiffs agreed to Trading Platform Defendants' Terms and  
15 Conditions by using Trading Platform Defendants' websites and trading platforms.

16 72. Plaintiffs fulfilled their obligations under these contracts by adhering to  
17 their terms and using Trading Platform Defendants' services through their websites  
18 and trading platforms.

19 73. Trading Platform Defendants were obligated to provide the trading  
20 services required under those contracts at all times, including but not limited to,  
21 purchases of shares in the Stocks.

22 74. When initially signing up for the trading platforms, Plaintiffs and all  
23 those similarly situated could and did purchase shares in the Stocks.

24 75. Trading Platform Defendants' unfairly interfered with the rights of  
25 Plaintiffs to receive the benefit of their Agreements with Trading Platform  
26 Defendants by, among other things:

27 a. Failing to provide the services necessary to carry out purchases of  
28 shares in the Stocks;

b. Failing to provide certain trading services whatsoever;

- 1 c. Failing to inform individuals in a timely manner of the drastic
- 2 changes in trading abilities on Trading Platform Defendants’
- 3 trading platforms; and,
- 4 d. Prohibiting Plaintiffs from purchasing shares in the Stocks for the
- 5 Trading Platform Defendants’ pecuniary interests and not
- 6 disclosing those interests to Plaintiffs.

7 76. Trading Platform Defendants’ conduct has caused Plaintiffs harm,  
8 losses, and damages. These losses reflect damages to Plaintiffs in an amount to be  
9 determined at trial.

10 **COUNT VI**  
11 **Negligence**

12 ***(In the Alternative, Against Trading Platform Defendants)***

13 77. Plaintiffs re-allege and incorporate paragraphs 1-76 of this Complaint as  
14 though fully set forth herein.

15 78. Trading Platform Defendants had a duty to exercise reasonable care in  
16 conducting and facilitating transactions for its customers.

17 79. Trading Platform Defendants had a duty to exercise reasonable care in  
18 providing trades on the free, open market for its customers.

19 80. Trading Platform Defendants unlawfully breached their duties by,  
20 among other things:

- 21 a. Prohibiting the purchase of shares of the Stocks without notice;
- 22 b. Failing to provide financial services related to the Stocks; and
- 23 c. Failing to notify customers in a timely manner of the restrictions  
24 placed upon purchases of shares of the Stocks.

25 81. Trading Platform Defendants’ conduct as set forth in this Complaint was  
26 want of even scant care, and their acts and omissions were and continue to be an  
27 extreme departure from the ordinary standard of conduct. Their actions breach any  
28 duty of care to their customers but are also inconsistent with the standard of care  
expected from similar firms in the open market.

1 82. Upon information and belief, no institutions similar to Trading Platform  
2 Defendants have ever prohibited customers from purchasing a specific share of a  
3 specific security prior to the acts and omissions described in this Complaint.

4 83. Trading Platform Defendants essentially abandoned their customers  
5 altogether by prohibiting the purchase of shares of the Stocks, a standard of care so  
6 far below what is required for a business engaging in time-sensitive trading services  
7 that it amounts to a complete abandonment and abdication of their duties.

8 84. Trading Platform Defendants' grossly negligent and wrongful breaches  
9 of their duties owed to Plaintiffs proximately caused losses and damages that would  
10 not have occurred but for Trading Platform Defendants' gross breaches of their duties  
11 of due care. These losses reflect damages to Plaintiffs in an amount to be determined  
12 at trial.

13 **COUNT VII**  
14 **Breach of Fiduciary Duty**  
15 **(Against Trading Platform Defendants)**

16 85. Plaintiffs re-allege and incorporate paragraphs 1-84 of this Complaint as  
17 though fully set forth herein.

18 86. As licensed providers of financial services, Trading Platform Defendants  
19 at all times relevant herein were fiduciaries to Plaintiffs and owed them the highest  
20 good faith and integrity in performing their financial services on the behalf of  
21 Plaintiffs. Trading Platform Defendants also acted as fiduciaries to each and every  
22 customer who agreed to their Customer Agreements.

23 87. Trading Platform Defendants breached their fiduciary duties to Plaintiffs  
24 by, among other things:

- 25 a. Failing to disclose in a timely manner that their platforms planned to
- 26 prohibit purchases of shares of the Stocks;
- 27 b. Prohibiting purchases of shares of the Stocks for Defendants'
- 28 pecuniary benefits;

- 1 c. Failing to provide access to their financial services in a timely
- 2 manner;
- 3 d. Failing to comply with all applicable legal, regulatory, and licensing
- 4 requirements; and
- 5 e. Failing to exercise trades and actions requested by customers in a
- 6 complete and timely manner.

7 88. Trading Platform Defendants' conduct has caused Plaintiffs' harm,  
8 losses, and damages and continues to expose Plaintiffs to harm because Trading  
9 Platform Defendants continue to breach their fiduciary duties. These losses reflect  
10 damages to Plaintiffs in an amount to be determined at trial.

11 **COUNT VIII**  
12 **Civil Conspiracy**  
13 **(Against All Defendants)**

14 89. Plaintiffs re-allege and incorporate paragraphs 1-88 of this Complaint as  
15 though fully set forth herein.

16 90. Upon information and belief, Defendants knowingly and intentionally  
17 agreed to prohibit the purchase of shares of the Stocks on the Trading Platform  
18 Defendants trading platforms for the pecuniary benefits of the Defendants. This  
19 agreement and subsequent concerted action comprise a common scheme among  
20 Defendants.

21 91. This common scheme represents a combination for the purpose of  
22 accomplishing the unlawful act of the restraint of free trade in the stock market by  
23 concerted action for the pecuniary benefits of the Defendants.

24 92. In furtherance of this unlawful agreement, Trading Platform Defendants  
25 committed the tortious act of violating the Illinois Consumer Fraud and Deceptive  
26 Practices Act.

27 93. Defendants' acts in furtherance of this unlawful agreement has caused  
28 Plaintiffs' harm, losses, and damages. These losses reflect damages to Plaintiffs in an  
amount to be determined at trial.

**COUNT IX**

**Action for Temporary Restraining Order (“TRO”) and  
Preliminary and Permanent Injunction  
(Against Trading Platform Defendants)**

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4 94. Plaintiffs re-allege and incorporate paragraphs 1-93 of this Complaint as  
5 though fully set forth herein.

6 95. Plaintiffs seek the entry of a temporary restraining order and a  
7 preliminary and permanent injunction to return the Parties to, and to maintain the  
8 status quo that existed and was to exist among the Parties, including but not limited  
9 to:

- 10 a. requiring that the Trading Platform Defendants immediately allow  
11 the purchase of shares of the Stocks on their trading platforms;  
12 b. requiring that the Trading Platform Defendants immediately issue a  
13 public statement on their websites and to their users regarding their  
14 plan to cease and desist the prohibition of the purchase of shares of  
15 the Stocks.

16 94. Injunctive relief to return the Parties to the status quo ante is appropriate  
17 under the circumstances because Trading Platform Defendants are restricting the  
18 purchase of shares of the Stocks.

19 95. The restriction of the purchase of shares of securities cannot be remedied  
20 by an award of money damages or through the granting of other relief.

21 96. Plaintiffs have suffered, and will continue to suffer, immediate and  
22 irreparable harm by reason of the conduct described above. Such immediate and  
23 irreparable harm includes, but is not limited to, the inability to execute trades in the  
24 Plaintiffs’ pecuniary interests.

25 97. Plaintiffs do not have an adequate remedy at law to protect and re-  
26 establish the rights which currently have been, and continue to be, violated by  
27 Trading Platform Defendants’ actions. Plaintiffs’ rights cannot be obtained except  
28 through injunctive relief returning the Parties to the status quo ante.



1 98. Entering the injunctive relief the Plaintiffs' are seeking will cause the  
2 Trading Platform Defendants no economic harm. Defendants have no right,  
3 whatsoever, to restrain the lawful free trade of particular securities.

4 99. Trading Platform Defendants will suffer no loss, economic or otherwise,  
5 if compelled to act in accordance with the law, by refraining from restraining the  
6 lawful free trade of shares of the Stocks.

7 100. There is a reasonable likelihood that the Plaintiffs will succeed on the  
8 merits of their claims.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs, HANNA KAYALI and MOHAMMED A. DOLEH,  
11 individually and on behalf of the proposed class, by and through their attorneys,  
12 Blaise & Nitschke, P.C., pray for relief as follows:

- 13 a. For an Order certifying this action as a class action and appointing  
14 Plaintiffs and their Counsel to represent the Class;  
15 b. Enter an immediate injunction requiring Robinhood and TD  
16 Ameritrade to reinstatement NOK, NAKD, and AMC on their trading  
17 platforms;  
18 c. Enter an award for Plaintiffs to be determined;  
19 d. Enter an award of attorneys' fees and costs;  
20 e. Enter an award for punitive damages for the willful, wanton, and  
21 reckless behavior of Defendants; and  
22 f. Such other and further relief as this court may deem just and proper.

23 **JURY DEMAND**

24 Plaintiffs respectfully demand a trial by jury of all matters so triable.

25 **DOCUMENT PRESERVATION DEMAND**

26 Plaintiffs hereby demand that Defendants take affirmative steps to preserve all  
27 recordings, data, documents, and all other tangible things that relate to Plaintiffs and  
28 the putative class and the events described herein. These materials are likely very

1 relevant to the litigation of this claim. If Defendants are aware of any third party that  
2 has possession, custody, or control of any such materials, Plaintiffs demands that  
3 Defendant request that such third party also take steps to preserve the materials. This  
4 demand shall not narrow the scope of any independent document preservation duties  
5 of the Defendants.

6 **NOTICE OF LIEN AND ASSIGNMENT**

7 All rights relating to attorneys’ fees have been assigned to counsel.

8  
9 Dated: January 28, 2021

Respectfully submitted,

10 HANNA KAYALI and MOHAMMED A.  
11 DOLEH, individually and on behalf of others  
similarly situated (collectively “Their”).

12 /s/ Heather L. Blaise

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17 *One of Their attorneys*

18 /s/ Lana B. Nassar

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24 \* Application for admission pending  
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