

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY
MARYLAND

Kimberly L. Thomas)	
)	
Plaintiff,)	
)	
v.)	Case No. 279370
)	
Wells Fargo Bank, N.A.,)	
d/b/a)	
Wells Fargo Home Mortgage,)	
)	
Defendant.)	
)	

AMENDED COMPLAINT

Plaintiff, Kimberly L. Thomas (“Thomas”), by her undersigned attorneys, files this amended complaint against Defendant Wells Fargo Bank, N.A., d/b/a Wells Fargo Home Mortgage (“WFHM” collectively), and states the following:

1. Thomas is a resident of Montgomery County, Maryland residing at 10527 Pennydog Lane, Silver Spring, Maryland 20902. Thomas is an independent contractor with the federal government and holds a top level security clearance.
2. Wells Fargo Bank, N.A. is a national association banking institution organized under the laws of the United States of America, with a home office at 464 California Street, San Francisco, CA 94104, and at all times discussed herein, acted by and through the employees referenced.
3. Wells Fargo Home Mortgage is wholly owned and operated by Wells Fargo Bank, N.A., located at PO Box 5708, Springfield, Ohio 45501-5708, with numerous locations in the state of Maryland, including 700 Corporate Center Court, Suite B, Westminster, Maryland

21157, and at all times discussed herein, acted by and through the employees referenced.

4. This court has jurisdiction over the defendant pursuant to Md. Code, Cts. and Jud. Proc., § 6-103(b)(1)(2)(3) and (5), as WFHM regularly transacts business in the State, has contracted to provide services in the State, has caused tortious injury in the State, and has an interest in real property within the State.

5. Venue is proper in Montgomery County pursuant to Md. Code, Cts. and Jud. Proc., §§ 6-201(a) and 6-202(3) as WFHM carries on regular business in the county and the Plaintiff resides in Montgomery County.

6. The court has subject matter jurisdiction over this matter pursuant to Md. Code, Cts. and Jud. Proc., §§ 1-501 and 4-401 as the amount in controversy in this case exceeds \$25,000.

BACKGROUND FACTS

7. In June 2006, Thomas began an application for a mortgage over the phone with a representative of WFHM, Ms. Sharawn Myers (“Myers”) to purchase real property located at 3512 Turbridge Drive, Burtonsville, Maryland 20866 for a purchase price of \$505,000. Thomas sent documentation, including bank statements, employment verification, social security number, and tax returns, to Myers via facsimile and UPS over the next several days.

8. On or about June 26, 2006, Myers sent to Thomas a “notice of loan commitment” for a conventional mortgage in the amount of \$535,000 at a rate of 7.13%. **Exhibit A.** Thomas expected her loan payment to be about \$3000 per month.

9. Unbeknownst to Thomas, Myers completed a paper loan application for Thomas between July 13 and July 18, 2006 that included false information. Loan application # 0067617381 contains an incorrect social security number, incorrect monthly income, incorrect

assets, and incorrect employment information. **Exhibit B.** This application was signed by Myers on July 18, 2006. Thomas did not become aware of this application until after the loan closed.

10. In response to this application, WFHM underwriting department placed the following conditions, among others, on the loan for final approval; (1) Thomas was required to complete a “reduced doc and prepayment feature letter” indicating she was applying for a reduced document loan and did not want an interest only payment, (2) verification of employment of Thomas as a “Systems [sic] Engineering Director”, and (3) copy of Thomas’ social security card due to “significant social security number variation.”

11. Knowing these conditions could not be met because they were based on false information submitted by Myers, a second loan application was completed by Myers, loan # 0154379184. **Exhibit C.** Thomas was not shown this second application until the day the loan closed. After settlement, Thomas inspected this application and discovered the following errors, (1) the application was for an adjustable rate mortgage at 11.95% with an estimated payment of \$5,072.57, (2) the closing condition that requires Ms. Thomas to complete a reduced doc and prepayment feature letter and indicating that she did not want an interest only payment is crossed out and initialed by someone at Wells Fargo, (3) the application still incorrectly lists her income as \$14,000 per month, and (4) the application still incorrectly indicates that she has \$30,000 at Constellation Federal Credit Union.

12. The facts relating to this second application are; (1) Thomas applied for a convention rate mortgage at 7.13% and expected a monthly payment of approximately \$3,000, (2) the feature selection worksheet that Thomas completed *did not* indicate that she was applying for a reduced document loan or that she did *not want* an interest only payment, **Exhibit D,** (3)

Thomas completed a selection worksheet on July 11, 2006 and sent the document to Myers with no boxes checked, (4) Thomas was provided a copy of the selection worksheet that she allegedly completed on July 11, 2006, only now all of the mentioned boxes were checked and a fax line on the signature page indicates it was transmitted somewhere on July 27, 2006, the *same day* someone crossed off this condition on the commitment notice, (5) Thomas *did not check these boxes*, (6) Thomas *never* stated that she earned \$14,000 per month, and (7) Thomas *never* indicated she had \$30,000 at Constellation Federal Credit Union.

13. Thomas attempted to obtain information from Myers about her loan prior to settlement such as the interest rate and payment amount, but Myers would not provide this information. WFHM did not provide Ms. Thomas any information regarding her mortgage terms prior to the date of closing. Specifically, WFHM did not provide the disclosures required under the Truth in Lending Act.

14. Thomas was scheduled to close on the loan on July 27, 2006, but Myers told Thomas she did not know that settlement was scheduled for July 27 and the loan was not complete. Subsequently the loan closed on July 31, 2006. Myers did not attend the settlement. Ms. Myers told Thomas that another WFHM employee Ivy Storey, would complete the processing of her loan. Myers subsequently blamed the mistakes on the loan on Storey.

15. At settlement Thomas was informed that the loan she was approved for was a "2/6" adjustable rate mortgage at 10.625%, with a monthly payment of \$4,666.70. Up to and including the day of settlement, Ms. Thomas had expected her loan terms to reflect the approval she had received on June 26, 2006. She had received *nothing* to the contrary from WFHM regarding her terms.

16. Although Thomas noticed that the interest rate and payment were greater than what she applied for, she assumed this was a mistake and reported it to Myers and Melissa Hook, a WFHM employee, the next day. She was assured by Myers that the problem would be fixed, however, Myers did nothing to fix the loan given to Thomas.

17. It is clear from the documents that Myers intentionally falsified the loan application in order to get Thomas approved for a loan that she otherwise did not qualify for. She used a social security number with a higher credit score, inflated Thomas' income and assets, and listed an incorrect job title so that Thomas would appear to qualify for the mortgage. The specific information that Myers falsified on the application includes;

a) Social security number: Thomas provided her correct social security number to Myers on at least three occasions, in writing and over the phone. Wells Fargo performed a credit "inquiry" on Thomas' credit report using her *correct social security* number on June 8th, July 13th and July 28th. **Exhibit E**. The social security number used on application # 0067617381 is that of Thomas' sister, Ms. Rhonda Watson. Myers knew Ms. Watson, because of an application she had submitted previously to Myers. Myers knew that Ms. Watson had a better credit score than Thomas.

b.) Income: Thomas indicated in writing and over the phone that her annual salary was approximately \$88,000 per year, the equivalent of \$7300 per month. At no time did Thomas ever indicate or even imply that her monthly income was \$14,000. However, Myers entered this as Thomas' monthly income on both applications Myers completed.

c.) Assets: On the financial information sheet Thomas provided to Myers on June 26, 2006, Thomas indicated she had \$3,000 in a checking account and \$4,000 in a

savings account. **Exhibit F.** However Myers listed \$30,000 in cash at Constellation Federal Credit Union as an asset of Thomas. At no time did Thomas ever provide documentation or state to Myers that she had \$30,000 cash at Constellation Federal Credit Union. Myers listed this false information to make Thomas appear that she has greater assets than she in fact did.

d.) Employment: The underwriting conditions applied to the first loan application indicate that the underwriting department was told that Thomas was employed as a “Systems Engineering Director,” and required verification that the income stated for Thomas, \$14,000 per month, was reasonable for that profession. Thomas never stated that she was a systems engineering director to Myers. Myers listed this job title to make it appear that \$14,000 monthly income was reasonable for Thomas, even though she was actually employed as a research analyst at approximately half that income.

18. The actual income and credit score of Thomas did not qualify her for the loan for which she applied with WFHM. Rather than deny her application, WFHM, through Myers, falsified the loan application and other documents in order to get Thomas approved for a loan of that size. WFHM, through Myers, committed this conduct without the knowledge or approval of Thomas. Thomas always provided accurate information to Myers throughout the loan process.

19. Ms. Thomas contacted WFHM the next day about the errors in her interest rate and monthly payment for the loan. She was assured by Myers that these were mistakes and would be corrected. WFHM thereafter refused to make any corrections to Ms. Thomas’ mortgage loan. WFHM refused to refinance the mortgage loan or otherwise adjust the payment amount.

20. Unable to afford the mortgage, Thomas placed the home for sale on or about August 7, 2006. She did not move into the home. She also sought to refinance the mortgage and was

denied.

21. Thomas notified WFHM and the United States Office of the Comptroller of the Currency of her dispute. WFHM continued to refuse to take any steps to address Thomas' dispute of the loan.

22. Having full knowledge that Thomas disputed this mortgage loan, WFHM began foreclosure proceedings in December 2006. Thomas, through counsel, was able to have the foreclosure proceedings suspended while she continued to dispute the account. Despite the litigation between the parties, WFHM reactivated foreclosure proceeding against Thomas in July 2007. Again, Thomas, through counsel, got these proceedings suspended.

23. Subsequently, Thomas applied for a deed in lieu from WFHM, but was denied.

24. Between March and August 2007, Thomas received three offers to purchase the property, ranging in price from \$400,000 to \$450,000. Through no fault of Thomas, none of these sales were consummated.

25. Thomas subsequently sold the home on or about December 10, 2007 for a sales price of \$410,000. The net proceeds that were paid towards the mortgage were \$367,389.87. WFHM released the property from the mortgage lien, but refused to release Thomas of personal liability on the mortgage loan for the difference between the amount due on the mortgage loan and the net proceeds of the sale, which is approximately \$230,404.72. WFHM continues to demand this amount due from Thomas.

26. Thomas credit score has dropped significantly since August 2006. Thomas has disputed the WFHM account with each of the major credit reporting agencies. Despite the pending litigation, and Thomas' reporting of the dispute over the account to the credit agencies,

the account remains reported on her credit report and coded as “in foreclosure”. Thomas’ security clearance with the federal government includes a credit check to determine financial soundness. Her security clearance remains at risk due to the negative reporting of WFHM.

COUNT I - Negligence

27. The preceding paragraphs are incorporated here by reference as if fully stated herein.

28. Defendant had a duty to exercise reasonable care in processing the mortgage loan applications submitted by Thomas and in approving her for the mortgage loan. This duty to exercise reasonable care included providing correct information to the underwriting department about Thomas’ financial condition, providing accurate information to Thomas about the loan she qualified for, providing accurate documentation to Thomas at closing.

29. Defendant breached this duty by committing the following conduct;

- Submitting a loan application to the underwriting department with false information such as her social security number, monthly income, amount of assets, and job title.

- Stating to Thomas that she was approved for a mortgage with a monthly payment that was more than half of Thomas’ monthly gross income and that defendant knew she did not qualify for and could not afford.

- Approving Thomas for mortgage financing that Defendant knew she did not qualify for.

30. Because Defendant negligently approved Thomas for a mortgage to purchase the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, Thomas was forced to purchase the home pursuant to the contract for sale even though she did not qualify for the financing and could not afford the payments.

31. Thomas has suffered damages as a result of Defendant's breach including;
- cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.
 - the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.
 - the costs of reselling the property, including real estate commissions and advertising costs.
 - continuing damage to Thomas' credit score due to missed and late payments on the mortgage and the pending foreclosure action instituted by WFHM.
 - denial of credit due to the damage done to her credit score.
 - emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM's conduct.
 - Thomas' top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

WHEREFORE, Plaintiff seeks judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, and the costs of this action.

COUNT II - FRAUD

32. The preceding paragraphs are incorporated here by reference as if fully stated herein.

33. Defendant's falsification of loan applications for Thomas, falsification of the product feature sheet and approval of Thomas for the mortgage loan to purchase 3512 Turbridge Drive, Burtonsville, Maryland 20866 are false statements of material facts made to Thomas.

34. Defendant knew these statements were false when they were made, as Thomas always provided accurate information to Defendant during the loan process. Defendant knew that Thomas did not qualify for a mortgage of that size and could not afford a mortgage payment on the loan. Defendant also know that Thomas did not check the boxes on the product feature sheet, as required by the closing conditions.

35. Defendant made these false statements of fact with the intent to deceive Thomas into accepting the mortgage loan and purchasing the home, falsely believing that she had qualified for the mortgage loan from WFHM.

36. Thomas relied on these false statements of fact when she accepted the loan and purchased the home on July 31, 2006 based on the false representation by Defendant that she qualified for the mortgage loan.

37. Thomas has suffered damages as a result of Defendant's fraud including;

- cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.
- the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.
- the costs of reselling the property, including real estate commissions and advertising costs.
- continuing damage to Thomas' credit score due to missed and late payments on the mortgage and the pending foreclosure action instituted by WFHM.
- denial of credit due to the damage done to her credit score.

– emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM’s conduct.

– Thomas’ top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

38. Defendant acted with actual malice when it knew that approving Thomas for the mortgage would cause her severe financial harm and irreparable damage to her credit rating.

WHEREFORE, Plaintiff demands judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, punitive damages in an amount sufficient to punish the Defendant and prevent Defendant from engaging in such conduct again, attorney’s fees and the costs of this action.

COUNT III - FRAUD IN THE INDUCEMENT

39. The preceding paragraphs are incorporated here by reference as if fully stated herein.

40. Plaintiff was induced to accept the mortgage loan from Defendant due to the deceit and fraud of WFHM when it represented to her that she qualified for the loan despite knowing that Thomas did not qualify for a mortgage this size. This deceit and fraud is also evidenced by the falsified application and product feature sheet.

41. The mortgage loan provided to Thomas by Defendant is clearly to Thomas’ detriment as the monthly payments is more than half of her gross monthly income, which was known to Defendant.

42. Thomas has suffered damages as a result of Defendant’s fraud including;

– cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.

– the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.

– the costs of reselling the property, including real estate commissions and advertising costs.

– continuing damage to Thomas' credit score due to missed and late payments on the mortgage and the pending foreclosure action instituted by WFHM.

– denial of credit due to the damage done to her credit score.

– emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM's conduct.

– Thomas' top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

WHEREFORE, Plaintiff demands judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, punitive damages in an amount sufficient to punish the Defendant and prevent Defendant from engaging in such conduct again, attorney's fees and the costs of this action.

COUNT IV - CONSTRUCTIVE FRAUD

43. The preceding paragraphs are incorporated here by reference as if fully stated herein.

44. Defendant owed Thomas a legal and equitable duty of trust and confidence due to the relationship of lender and borrower, in which Thomas provided personal and financial information to Defendant with the expectation that it would be used only for the purpose intended, that is to properly approve or deny Thomas for a mortgage loan.

45. Defendant breached this duty by committing the following conduct;

– Submitting a loan application to the underwriting department with false information such as her social security number, monthly income, amount of assets, and job title.

– Completing the product feature sheet without Plaintiff's knowledge or approval and contrary to her intentions.

– Stating to Thomas that she was approved for a mortgage with a monthly payment that was more than half of Thomas' monthly gross income and that defendant knew she did not qualify for and could not afford.

– Approving Thomas for mortgage financing that Defendant knew she could not afford and did not qualify for.

46. This conduct by Defendant violated the confidence and trust Thomas placed with Defendant and caused Thomas to suffer damages.

47. Thomas has suffered damages as a result of Defendant's breach including;

– cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.

– the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.

– the costs of reselling the property, including real estate commissions and advertising costs.

– continuing damage to Thomas' credit score due to missed and late payments on the mortgage and the pending foreclosure action instituted by WFHM.

- denial of credit due to the damage done to her credit score.
- emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM’s conduct.
- Thomas’ top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

WHEREFORE, Plaintiff demands judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, punitive damages in an amount sufficient to punish the Defendant and prevent Defendant from engaging in such conduct again, attorney’s fees, costs of this action and rescission of the mortgage loan and all other equitable relief that Plaintiff is entitled to receive.

COUNT V - NEGLIGENT MISREPRESENTATION

48. The preceding paragraphs are incorporated here by reference as if fully stated herein.

49. Despite Defendant’s duty to correctly and properly process Plaintiff’s mortgage loan application, Defendant submitted loan applications with incorrect information, incorrectly completed the product feature sheet and asserted to Thomas that she qualified for a mortgage, that she did not, in fact, qualify for.

50. Defendant knew, and intended, that Thomas would rely on its statements in purchasing the home.

51. Defendant knew that Thomas would suffer damages when she relied upon Defendant’s statements, because it knew she could not afford the mortgage and would not be able to make the payments on the loan.

52. Thomas was justified in her reliance on Defendant’s statements that she could afford

the mortgage during the application process and belief that Defendant would properly and correctly process her application. Thomas knew that Defendant is a well known and reputable national bank that sells mortgages.

53. Thomas has suffered damages as a result of Defendant's misrepresentations including;

- cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.

- the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.

- the costs of reselling the property, including real estate commissions and advertising costs.

- continuing damage to Thomas' credit score due to missed and late payments on the mortgage and the pending foreclosure action instituted by WFHM.

- denial of credit due to the damage done to her credit score.

- emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM's conduct.

- Thomas' top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

WHEREFORE, Plaintiff demands judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, punitive damages in an amount sufficient to punish the Defendant and prevent Defendant from engaging in such conduct again,

attorney's fees and the costs of this action.

COUNT VI - CONCEALMENT

54. The preceding paragraphs are incorporated here by reference as if fully stated herein.

55. Defendant owed Thomas a duty to disclose material facts relating to her loan application, knowing that Thomas was relying on these material facts.

56. Defendant failed to disclosed material facts to Thomas during the loan application process including that she did not qualify for a conventional mortgage at 7.13% , that she did not qualify for the mortgage that she was ultimately given by Defendant, that her loan application had been submitted with false information, and that the product feature sheet had been completed without her approval and contrary to her intentions.

57. Defendant intended to deceive Thomas by failing to disclose these facts, as it knew she would not have purchased the home and accepted the mortgage loan from Defendant had she been aware of all the relevant facts.

58. Thomas has suffered damages as a result of Defendant's concealment including;

- cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.
- the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.
- the costs of reselling the property, including real estate commissions and advertising costs.
- continuing damage to Thomas' credit score due to missed and late payments on

the mortgage and the pending foreclosure action instituted by WFHM.

- denial of credit due to the damage done to her credit score.

- emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM's conduct.

- Thomas' top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

WHEREFORE, Plaintiff demands judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, punitive damages in an amount sufficient to punish the Defendant and prevent Defendant from engaging in such conduct again, attorney's fees and the costs of this action.

COUNT VII – GROSS NEGLIGENCE

59. The preceding paragraphs are incorporated here by reference as if fully stated herein.

60. Defendant had a duty to exercise reasonable care in processing the mortgage loan applications submitted by Thomas and in approving her for the mortgage loan. This duty to exercise reasonable care included providing correct information to the underwriting department about Thomas' financial condition, providing accurate information to Thomas about the loan she qualified for, providing accurate documentation to Thomas at closing.

61. Defendant had a duty to adhere to its own lending guidelines, policies and requirements while processing and approving Thomas' mortgage loan application. Defendant also had a duty to adhere to all banking and lending regulations, requirements, disclosures and standard lending practices applicable to mortgage lending.

62. Defendant breached this duty by committing the following conduct, including but not

limited to;

– Submitting a loan application to the underwriting department with false information such as her social security number, monthly income, amount of assets, and job title.

– Stating to Thomas that she was approved for a mortgage with a monthly payment that was more than half of Thomas' monthly gross income and that defendant knew she did not qualify for and could not afford.

– Approving Thomas for mortgage financing that Defendant knew she did not qualify for.

– Failing to adhere to its own lending guidelines and policies as well as standard banking and lending policies and procedures.

63. Defendant's breach of these duties was wilful, wanton and/or reckless and in complete disregard for the rights of Thomas.

64. Because of Defendant's gross negligence in approving Thomas for the mortgage, which she in fact did not qualify for and could not afford, to purchase the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, Thomas was forced to purchase the home pursuant to the contract for sale.

65. Thomas has suffered damages as a result of Defendant's breach including;

– cost of purchasing the property, including transfer taxes, title insurance, underwriting and processing fees, and discount fees.

– the carrying costs of the property at 3512 Turbridge Drive, Burtonsville, Maryland 20866, from August 2006 to the present, such as mortgage interest and principal, hazard insurance, taxes, utilities and upkeep.

- the costs of reselling the property, including real estate commissions and advertising costs.
- continuing damage to Thomas’ credit score due to missed and late payments on the mortgage and the pending foreclosure action instituted by WFHM.
- denial of credit due to the damage done to her credit score.
- emotional and mental stress, humiliation and embarrassment due to her dire financial situation resulting from WFHM’s conduct.
- Thomas’ top level security clearance with the federal government remains at risk because it includes a credit review to determine her financial soundness.

WHEREFORE, Plaintiff demands judgment against the Defendant in her favor in the amount of not less than \$300,000 in compensatory damages, punitive damages in an amount sufficient to punish the Defendant and prevent Defendant from engaging in such conduct again, attorney’s fees and the costs of this action.

Respectfully submitted,

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Attorneys for Plaintiff Kimberly L. Thomas

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all her claims in this case.

Respectfully submitted,

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Attorneys for Plaintiff Kimberly L. Thomas

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of February 2008, the foregoing Amended Complaint was served via first class mail, postage pre-paid, on counsel for defendant,

Bruce Covahey, Esq.
Covahey, Boozer, Devan & Dore P.A.
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Karen Hulme Alegi