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IN THE CIRCUIT COURT OF THE COUNTY OF ~~ST. LOUIS~~ ^{ST. LOUIS} MISSOURI
STATE OF MISSOURI

JOAN M. GILMER
CIRCUIT CLERK

SHATONYA GREEN,)
)
Plaintiff,)
)
v.)
)
AMERICAN CLEANERS AND)
LAUNDRY CO., INC.,)
)
A.C. CLEANERS MANAGEMENT, INC.,)
)
Serve: Glenn J. Warnebold)
277 Clarkson Executive Park)
Ellisville, MO 63011)
(636) 227-4535)
)
JOHNLEN CLEANERS, INC.,)
)
Serve: Steve Conway)
1610 Des Peres Road, Suite 160)
St. Louis, MO 63131)
(314) 822-7227)
)
and)
)
JOSEPH MACH,)
Serve at:)
13960 Manchester Road)
Manchester, MO 63011)
)
Defendants.)

Cause No.: 12SL CC03095

Division No.: 19

PLAINTIFF'S FIRST AMENDED CLASS ACTION PETITION

Plaintiff Shatonya Green ("Plaintiff") brings this action on behalf of herself and all others similarly situated ("Class") against Defendants American Cleaners and Laundry Co., Inc.; A.C. Cleaners Management, Inc.; Johnlen Cleaners, Inc.; and Joseph Mach (collectively referred

to as “Defendants” or “American Cleaners”); and, upon information and belief, alleges as follows:

PARTIES

1. Plaintiff is a Missouri citizen residing in St. Louis County.

2. Defendants own and operate dry cleaners that do business, and hold themselves out to the public, under the name “American Cleaners.” These dry cleaners constitute a chain of 26 dry cleaning stores in Missouri. American Cleaners represents itself as a single, commonly operated unit by, for example, running advertisements in common; representing to the public that American Cleaners’ stores follow common policies, such as, “2-HOUR SERVICE ON ALL DRY CLEANABLE GARMENTS – EVERYDAY TILL 3:00PM”; using the common slogan, “American Owned & Operated”; and issuing common coupons.

3. Defendant American Cleaners and Laundry Co., Inc., is a corporation incorporated in the State of Missouri with its principal place of business at 13960 Manchester Road, Manchester, MO 63011 in St. Louis County. On information and belief, American Cleaners and Laundry Co., Inc., is the owner of American Cleaners dry cleaners, including one located at 429 Lafayette Center, Manchester, MO 63011.

4. A.C. Cleaners Management, Inc. is a corporation incorporated in the State of Missouri with its principal place of business at 13960 Manchester Road, Manchester, MO 63011 in St. Louis County. On information and belief, A.C. Cleaners Management, Inc., is the owner of American Cleaners dry cleaners, including those located at the following addresses:

1903 Richardson Road, Arnold, MO 63010

2211 Lemay Ferry Rd, St. Louis, MO 63125

524 Old Smizer Mill Road, Fenton, MO 63026

12444 Tesson Ferry, Sappington, MO 63128

14878 W. Clayton, Chesterfield, MO 63017

8637 Olive Street Rd, Olivette, MO 63132

5. Defendant Johnlen Cleaners, Inc., is a corporation incorporated in the State of Missouri with its principal place of business at 1302 Wildhorse Meadows Drive, Chesterfield, MO 63005 in St. Louis County. On information and belief, A C Cleaners Management, Inc., is the owner of American Cleaners dry cleaners, including those located at the following addresses:

60 N. Florissant Rd., Ferguson, MO 63135

11501 New Halls Ferry Rd., Florissant, MO 63033

2855 N. Lindbergh Blvd., Florissant, MO 63033

8239 N. Lindbergh Blvd., Florissant, MO 63031

6. Defendant Joseph Mach ("Mach") is an individual who resides in St. Louis County with an office at 13960 Manchester Road, Manchester, MO 63011 in St. Louis County. On information and belief, Mach is the owner of American Cleaners dry cleaners, including those located at the following addresses:

7255 Mexico Rd., St. Peters, MO 63376

2710 HWY K, O'Fallon, MO 63366

2214 First Capitol Dr., St. Charles, MO 63301

1290 Jungermann Rd., St. Peters, MO 63376

5452 Telegraph Rd., Oakville, MO 63129

8562 Watson Rd., Crestwood, MO 63119

4631 Hampton Ave., St. Louis, MO 63109

10000 Manchester Rd., Glendale, MO 63122

2038 McKelvey Rd., Maryland Heights, MO 63043

8034 Big Bend Blvd, Webster Groves, MO 63119

15372 Manchester Rd., Ballwin, MO 63021

13960 Manchester Rd., Manchester, MO 63011

11041 Olive Street Rd., Creve Coeur, MO 63141

7501 Delmar Blvd, University City, MO 63130

10655 St. Charles Rock Rd., St. Ann, MO 63074

VENUE AND JURISDICTION

7. This Court has subject matter jurisdiction over this action because the Defendants reside in St. Louis County. V.A.M.S. § 407.025.1.

8. This Court has personal jurisdiction over the Defendants because their principal places of business are in St. Louis County.

9. Venue is proper in this court because the Defendants reside in St. Louis County.

GENERAL ALLEGATIONS

10. Plaintiff brings this action on behalf of herself and a proposed class of persons who were charged an amount by American Cleaners that Defendants referred to as a so-called “Environmental Surcharge.”

11. The scheme that Plaintiff challenges in this lawsuit, on behalf of herself and the members of the class, was, and continues to be, carried out by Defendants, who had a meeting of the minds on this scheme and conspired with one another to deceive and mislead consumers and to act contrary to established ethical principles.

12. American Cleaners’ so-called “Environmental Surcharge” is an amount that each American Cleaners store required, and continues to require, customers to pay when purchasing

dry cleaning services. On information and belief, American Cleaners has imposed its “Environmental Surcharge” for many years.

13. This “Environmental Surcharge” was not and is not charged in return for any service provided by American Cleaners to customers other than dry cleaning.

14. Defendants agreed with each other and acted together in regularly distributing American Cleaners coupons throughout the St. Louis area by means of newspaper insert, direct mail and otherwise. The coupons were included as multiple “cut-outs” on printed pages that bear the title in large print, “American Cleaners,” as well as the legend, “DRY CLEANING SPECIALS.” These coupons purported to be valid at Defendants’ multiple American Cleaners stores, which were listed, by address and phone number, on the page bearing the coupons. These locations correspond to the American Cleaners dry cleaning businesses owned by Defendants, as listed above.

15. Each American Cleaners coupon quotes a price for dry cleaning, but that price was not available to customers and was therefore deceptive and misleading. On information and belief, American Cleaners has never included a reference to the “Environmental Surcharge” on a coupon, although in some instances it has mentioned the “Environmental Surcharge” in tiny, inconspicuous print elsewhere on the printed page that contained the coupons.

16. Examples of such deceptive and misleading advertisements and coupons are attached as Exhibits A and B hereto and were distributed as inserts in the St. Louis *Post-Dispatch*. Each of these inserts contains 13 coupons for dry cleaning items. These inserts nowhere mention the “Environmental Surcharge” that was added to and included with the price for each and every item that was dry cleaned, notwithstanding the prices shown in the coupons. For example, coupons for “Any Plain Garment” quote a price of “\$3.69 NO LIMIT!” However,

customers who presented those coupons at an American Cleaners stores were charged more than \$3.69.

17. Another example of a set of Defendants' deceptive and misleading coupons is attached hereto as Exhibit C. This set of 12 coupons was contained on a full-page ad on the back page of the *St. Louis Jewish Light*, a weekly newspaper distributed in the St. Louis area. The ad is titled, "AMERICAN CLEANERS DRY CLEANING SPECIALS *MONEY SAVING COUPONS*." As with the *Post-Dispatch* ads, neither the individual coupons nor the ad itself mentions the "Environmental Surcharge." For example, there are coupons for "Any Garment (Plain)" that quote a price of "\$3.69 each." However, as with the *Post-Dispatch* coupons, customers who presented these coupons were charged more than \$3.69 each.

18. In other instances, Defendants have distributed an American Cleaners coupon page that referred, in tiny, inconspicuous type, to a "Nominal Environmental Surcharge." However, Defendants omitted any mention of a so-called "Environmental Surcharge" on the actual coupons. These coupons are therefore deceptive, misleading, unfair and unethical.

19. An example of such a set of coupons is attached hereto as Exhibit D. This set of coupons was mailed to homes in the St. Louis area by Valpak, a company that Defendants hired for this purpose. Large red type at the top of this page states: "DRY CLEANING SPECIALS." The page includes 13 coupons, each of which sets forth a price in large, bold bright red type without mentioning any "Environmental Surcharge." For instance, there are coupons for "Any Plain Garment" that simply quote a price of "\$3.69 NO LIMIT!"

20. In tiny, uncolored, non-bold print, measuring approximately 1/16th of an inch high, this page of "DRY CLEANING SPECIALS" includes the words, "Nominal Environmental Surcharge Added To All Dry Cleaning Orders." This typeface is less than one-quarter as high as

the type used for the false prices shown in the coupons. Even in tiny print, the page does not reveal the amount of the “Nominal Environmental Surcharge.”

21. Small signs in some or all of Defendants’ American Cleaners’ stores state: “25¢ PER GARMENT ENVIRONMENTAL SURCHARGE IS ADDED TO ALL DRY CLEANING ORDERS.” Those signs do not state what services the “Environmental Surcharge” reimburses.

22. Yet another misleading aspect of the “Environmental Surcharge” pertains to garments that contain two or more items, such as a two-piece or three-piece suit. In those instances, American Cleaners charged and, on information and belief, continues to charge a separate “Environmental Surcharge” for each piece of the garment even where it charges one dry cleaning charge for the garment.

23. In no instance where Defendants revealed the existence of the American Cleaners “Environmental Surcharge” did they indicate what the “Environmental Surcharge” reimbursed. Nor did they ever state that the “Environmental Surcharge” is not a government-mandated charge.

24. By using the term “Environmental Surcharge,” Defendants intended to, and continue to intend to, convey the false and misleading impression that the “Surcharge” is required by law or is otherwise an official or dedicated charge for the protection of the environment. However, there is no requirement imposed by law that compels a customer of a dry cleaner to pay an “Environmental Surcharge,” nominal or otherwise.

25. Moreover, the “Environmental Surcharge” was not, and is not, a dedicated payment for the protection of the environment and, therefore, its imposition by American Cleaners was, and continues to be, false and misleading. In fact, the “Environmental Surcharge” constitutes profit for Defendants; no service was provided to the customer in return for paying

the “Environmental Surcharge” other than the same dry cleaning services the customer obtained for the rest of his or her payment.

26. The “Environmental Surcharge” generated significant profit for American Cleaners.

27. American Cleaners’ customers unwittingly paid Defendants profit that is illegally disguised as a legitimate dedicated “Surcharge” to protect the environment.

28. The “Environmental Surcharge” was not and is not tailored to any specific environmental expense. Regardless of Defendants’ expenses, the “Environmental Surcharge” was, and continues to be, dictated by American Cleaners’ management and was, and continues to be, the same for every dry cleaning item at each and every one of the 26 American Cleaners stores, regardless of which Defendant actually owned that store.

29. Charging the “Environmental Surcharge” obscured, and continues to obscure, the true nature of the charge and made, and continues to make, it falsely appear as though the “Environmental Surcharge” is a dedicated charge for environmental protection that it is required by law.

30. Customers had, and continue to have, no choice regarding payment of the “Environmental Surcharge.”

31. Charging the “Environmental Surcharge” enabled, and continues to enable, Defendants to advertise, market and list prices for services that appear lower than they actually are.

32. Not only was and is the “Environmental Surcharge” deceptive and misleading for the reasons set forth above, but it also was and is unfair and unethical.

33. Advertising prices that appear lower than they actually are because the “Environmental Surcharge” is not plainly disclosed up front is an unfair practice for consumers and competitors in that it distorts competition in the marketplace by preventing consumers from accurately comparing the costs of dry cleaning services, thus causing consumers to needlessly incur unnecessary costs.

34. American Cleaners’ practices with respect to the “Environmental Surcharge” additionally violated, and continue to violate, established ethical principles laid down by the Direct Marketing Association (“DMA”), the leading industry association for companies that, like American Cleaners, market directly to consumers. DMA has established principles of ethical business practices for such marketing activities, whether engaged in by DMA members or other businesses that, like American Cleaners, market to consumers. *See* Direct Marketing Association’s Guidelines for Ethical Business Practices, revised May 2011 (“DMA Ethical Guidelines”).

35. These principles “are intended to provide individuals and organizations involved in direct marketing in all media with generally accepted principles of conduct.” *Id.* at 2. They are based on DMA’s “long-standing policy of high levels of ethics and the responsibility of the Association, its members, *and all marketers* to maintain consumer and community relationships that are based on *fair and ethical* principles.” *Id.* (emphasis added).

36. In addition, the guidelines “are intended to be honored in light of their aims and principles. All marketers should support the guidelines in spirit and not treat their provisions as obstacles to be circumvented by legal ingenuity.” *Id.*

37. American Cleaners’ practice of imposing an “Environmental Surcharge” violates Article #1 of the DMA Ethical Guidelines. That principle states: “All offers should be clear,

honest and complete so that the consumer may know the exact nature of what is being offered, the price, the terms of payment (including all extra charges)” *Id.* at 7.

38. In explaining what is meant by this requirement, DMA states that a company should ask itself this question: “Have you included all information that would be important to a consumer making a purchase decision?” DMA, *Do the Right Thing: A Companion to DMA’s Guidelines for Ethical Business Practice* (Revised January 2009) (“*Do the Right Thing*”) at 7. In the case of American Cleaners’ “Environmental Surcharge,” the answer is clearly “no” because American Cleaners either does not mention the “Environmental Surcharge” or doesn’t mention its amount on its coupons or coupon sheets.

39. DMA additionally states that marketers are to ask themselves: “Have you made the total final price – or terms of payment – easy to find so that consumers do not have to search for this information?” *Id.* Again, in the case of American Cleaners’ “Environmental Surcharge,” the answer is clearly “no.”

40. American Cleaners’ practice of issuing coupon pages that mention the “Environmental Surcharge” in tiny, inconspicuous print violates Article #3 of DMA’s ethical principles, “CLARITY OF REPRESENTATIONS.” That ethical principle states, “Representations which, by their size, placement, duration or other characteristics are unlikely to be noticed or are difficult to understand should not be used if they are material to the offer.” DMA Ethical Guidelines at 7.

41. In explaining this principle, DMA states: “A promotion, for instance, that uses ‘mouse type’ at the bottom of a page ... would render the promotion difficult to read and unclear.” *Do the Right Thing* at 8.

42. American Cleaners' practice of issuing coupons and coupon pages that do not mention the "Environmental Surcharge" violates Article #4 of DMA's ethical principles, "ACTUAL CONDITIONS." That principle states, "All ... promises ... should be in accordance with actual conditions, situations and circumstances existing at the time of the promotion." DMA Ethical Guidelines at 7.

43. In describing this principle, DMA states that a company should ask itself the following question: "Do you inform the consumer of all details immediately so he or she can make an intelligent and considered decision, taking care not to wait until the last minute to disclose some important limitation on the offer?" Because the consumer does not learn of the existence or amount of the "Environmental Surcharge" at the time he or she receives or reads the coupon, the answer is clearly "no."

44. For these reasons, it is unlawful under Missouri law for American Cleaners to collect from its customers an "Environmental Surcharge." American Cleaners is therefore legally obligated to refund to Plaintiff and to the other members of the class the "Environmental Surcharges" that it collected on transactions within the State of Missouri and to stop its illegal practices.

NAMED PLAINTIFF ALLEGATIONS

45. Plaintiff purchased dry cleaning services for personal, family or household purposes from the American Cleaners store at 60 N. Florissant in St. Louis County and was illegally charged the "Environmental Surcharge."

CLASS ACTION ALLEGATIONS

46. Plaintiff seeks to represent the following Class:

All individuals who, within the applicable statute of limitations preceding the filing of this lawsuit to the date of class certification, purchased dry cleaning

services from American Cleaners' Missouri stores for personal, family or household purposes and were charged an "Environmental Surcharge".

47. Excluded from the Class are officers, directors and employees of American Cleaners, counsel and members of the immediate family of counsel for Plaintiff herein, and the judge presiding over this action and any member of the judge's immediate family.

48. This Class is believed to comprise many consumers, the joinder of whom is impracticable both because of their number and because they are spread out across the St. Louis area. Moreover, the amount of damages suffered individually by each member of the Class is so small as to make suit for its recovery by each one economically unfeasible.

49. Class treatment will provide substantial benefit to both the parties and the court system. A well-defined commonality of interest in the questions of law and fact involved affects Plaintiff and all proposed members of the Class. Common questions of law and fact include:

- (a) Whether American Cleaners charged an "Environmental Surcharge" for every item it dry cleaned;
- (b) Whether charging an add-on "Environmental Surcharge" by American Cleaners constituted a deceptive practice;
- (c) Whether charging an add-on "Environmental Surcharge" by American Cleaners constituted an unfair practice;
- (d) Whether the "Environmental Surcharge" generated profit for American Cleaners;
- (e) Whether the description of the "Environmental Surcharge" as a "Surcharge" is deceptive or unfair, in that it is neither required by law nor was otherwise some official or dedicated charge for the protection of the environment;
- (f) Whether the description of the "Environmental Surcharge" as a "Surcharge" was deceptive or unfair, in that it is not directly related to any cost;

- (g) Whether adding the “Environmental Surcharge” to the charges assessed to Plaintiff and Class is deceptive or unfair in that it alters the promised price of service;
- (h) Whether American Cleaners’ advertising included all information that would be important to a consumer making a purchase decision;
- (i) Whether American Cleaners’ coupon pages made the total final price easy to find;
- (j) Whether American Cleaners’ coupon pages made the “Environmental Surcharge” difficult to read and unclear;
- (k) Whether American Cleaners informed the consumer of all details concerning the “Environmental Surcharge” so that the consumer could make an intelligent and considered decision;
- (l) Whether American Cleaners’ practices with respect to its “Environmental Surcharge” are an unfair and unethical business practice;
- (m) Whether American Cleaners should, under Missouri law, be required to refund the Fee to Plaintiff and Class;
- (n) Whether Defendants engaged in an illegal civil conspiracy with respect to American Cleaners’ “Environmental Surcharge;”
- (o) Whether American Cleaners acted with the malice necessary for the imposition of punitive damages;
- (p) Whether American Cleaners should be enjoined from charging the “Environmental Surcharge”; and
- (q) Whether American Cleaners should be required to pay attorney’s fees.

50. Plaintiff’s claims are typical of the claims of the proposed Class.

51. Plaintiff will fairly and adequately represent and protect the interests of the proposed Class. Plaintiff does not have any interest antagonistic to those of the Class. Plaintiff has retained competent and experienced counsel.

52. The questions of law and fact common to the members of the Class, some of which are set out above, predominate over any questions affecting only individual members of

the Class. The resolution of common questions in this case will resolve the claims of both Plaintiff and the Class.

53. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because members of the Class are numerous and individual joinder is impracticable. The expenses and burden of individual litigation would make it impracticable or impossible for proposed members of the Class to prosecute their claims individually. Trial of Plaintiff's claims is manageable.

54. Unless a class is certified, Defendants will retain Monies received as a result of their illegal scheme to collect fees from Plaintiff and proposed members of the Class. Unless a class-wide injunction is issued, American Cleaners will continue to commit violations against Customers.

55. This action is maintainable as a class action pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure and pursuant to section 407.025, R.S.Mo.

COUNT I: VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT

56. Plaintiff incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

57. The actions of American Cleaners alleged herein violated, and continue to violate, the Missouri Merchandising Practices Act ("MMPA"), Mo. Rev. Stat. § 407.010 *et seq.*

58. American Cleaners' coupons and coupon pages are advertisements as defined in the MMPA, Mo. Rev. Stat. § 407.010(1), because they are attempts by publication, dissemination, solicitation, circulation, or any other means to induce, directly or indirectly, consumers to enter or acquire any title or interest in any merchandise, specifically dry cleaning services.

59. Dry cleaning services are merchandise under 407.010 *et seq.*

60. Plaintiff and the Class purchased services for personal, family or household purposes.

61. American Cleaners' actions alleged herein constituted, and continue to constitute, an illegal deceptive practice in violation of Mo. Rev. Stat. § 407.010(4) in that they were and are deception, fraud, false pretense, false promise, misrepresentation, unfair practice and/or the concealment, suppression, or omission of material fact in connection with the sale of merchandise in trade or commerce, within the meaning of the MMPA.

62. American Cleaners' actions alleged herein violated, and continue to violate, the MMPA because they constituted, and continue to constitute, unfair practices as that term is defined in Mo. Code Regs. tit. 15, § 60-8.020. Specifically, they were and are, *inter alia*, unethical.

63. Plaintiff and the Class have suffered ascertainable loss due to the unfair and deceptive practices described in this Count.

64. Appropriate injunctive relief is necessary to prevent Defendants' MMPA violations from continuing. If Defendants' violations of the MMPA are not stopped by such injunctive relief, Plaintiffs and the members of the class will continue to suffer injury by being charged the "Environmental Surcharge."

65. The conduct of American Cleaners was malicious, corrupt, and intentional and/or reckless to a degree sufficient to support an award of punitive damages against American Cleaners.

66. WHEREFORE, Plaintiff and the Class pray for the relief requested in the Prayer for Relief set forth below in this petition.

COUNT II: CIVIL CONSPIRACY

67. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of the Petition as though fully set forth herein.

68. Defendants engaged in a civil conspiracy to violate the MMPA, to deceive consumers, and to engage in unfair and unethical commercial practices with regard to the American Cleaners “Environmental Surcharge.”

69. Each Defendant was a member of the conspiracy.

70. The conspiracy had the unlawful objective of increasing Defendants’ profits by deceiving consumers and engaging in unfair and unethical business practices.

71. Defendants had a meeting of the minds on the object or course of the conspiracy. This meeting of the minds was manifested by the actions that Defendants took together, such as their issuance of coupon pages under the common name, “American Cleaners,” containing coupons that could be used at any American Cleaners store and that contained common slogans, such as “American Owned & Operated.”

72. In furtherance of the conspiracy, Defendants committed the acts alleged herein.

73. The following actions of Defendants, among others, were unlawful overt acts in furtherance of the conspiracy:

A. The imposition of an amount called an “Environmental Surcharge” that was neither required by law nor was otherwise an official or dedicated charge for the protection of the environment, but instead constituted additional profit for Defendants.

B. The issuance of coupons and coupon pages that did not disclose the “Environmental Surcharge,” disclosed it in tiny, inconspicuous print, and/or did not disclose its amount.

C. The imposition of the same amount as an “Environmental Surcharge” at each American Cleaners store regardless of which Defendant owned and operated that store and regardless of the environmental costs of that store.

74. Plaintiff and the Class have suffered ascertainable loss due to the unfair and deceptive practices described in this Count. Plaintiffs were damaged by Defendants’ illegal civil conspiracy as a result of being required to pay the “Environmental Surcharge.”

75. Appropriate injunctive relief is necessary to undo the effects on Plaintiff and the Class of this civil conspiracy. If the civil conspiracy is not stopped by such injunctive relief, Plaintiffs and the members of the class will continue to suffer injury by being charged the “Environmental Surcharge.”

76. The conduct of Defendants in engaging in the civil conspiracy described herein was malicious, corrupt, and intentional and/or reckless to a degree sufficient to support an award of punitive damages against American Cleaners.

77. WHEREFORE, Plaintiff and the Class pray for the relief requested in the Prayer for Relief set forth below in this petition.

COUNT III: MONEY HAD AND RECEIVED

78. Plaintiff incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

79. American Cleaners has received money from Plaintiff and the Class by charging the “Environmental Surcharge,” which in equity and good conscience ought to be returned to Plaintiff and the Class.

80. WHEREFORE, Plaintiff and the Class pray for the relief requested in the Request for Relief set forth below in this Amended Class Action Petition.

COUNT IV: UNJUST ENRICHMENT

81. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of the Petition as though fully set forth herein.

82. American Cleaners was enriched by the receipt of the “Environmental Surcharge” from Plaintiff and the Class because of the deceptive and unfair activities of American Cleaners, as alleged herein.

83. As a result, American Cleaners was enriched at the expense of Plaintiff and the Class.

84. Allowing American Cleaners to retain the monies it received for the “Environmental Surcharge” would be unjust.

85. WHEREFORE, Plaintiff and the Class pray for the relief requested in the Request for Relief set forth below in this Amended Class Action Petition.

PRAYER FOR RELIEF

86. WHEREFORE, Plaintiff and each member of the proposed Class pray for a judgment:

- (a) Certifying the Class as requested herein;
- (b) Entering an order appointing The Law Office of Richard S. Cornfeld as counsel for the Class;
- (c) Awarding Plaintiff and the Class compensatory damages, including a full refund of the amount of the “Environmental Surcharge” they paid;
- (d) Awarding restitution to Plaintiff and Class;
- (e) Awarding declaratory and injunctive relief as permitted by law or equity including a preliminary and permanent injunction enjoining Defendants

from continuing the unlawful practices as set forth herein, specifically the charging of the "Environmental Surcharge";

- (f) Awarding punitive damages in an amount to be determined at trial;
- (g) Awarding pre-judgment interest;
- (h) Awarding post-judgment interest;
- (i) Awarding attorneys' fees and costs;
- (j) Providing such further relief as the Court may deem fair and reasonable.

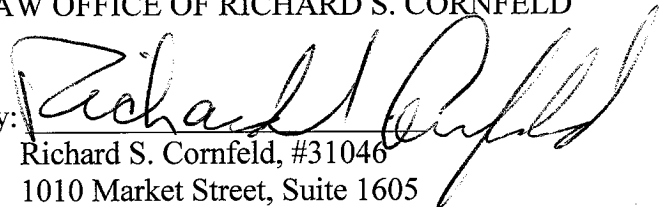
JURY DEMAND

87. Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

LAW OFFICE OF RICHARD S. CORNFELD

By:



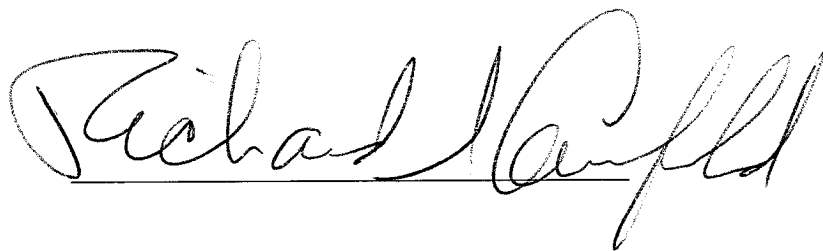
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rcornfeld@cornfeldlegal.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned states that a true and correct copy of Plaintiff's First Amended Class Action Petition was served this 9th day of October, 2012 via electronic mail to:

David G. Bender
Richard S. Bender
Rosenblum, Goldenhersh, Silverstein & Zafft
7733 Forsyth, 4th Floor
Clayton, MO 63105
rsb@rgsz.com

Attorneys for Defendants American Cleaners and Laundry Co., Inc.; A.C. Cleaners Management, Inc.; and Joseph Mach

A handwritten signature in cursive script, reading "Richard Campbell", written over a horizontal line.