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IN THE UNITED STATES DISTRICT COURT FOR THE

DISTRICT OF NEBRASKA

COPY

CAROLYN PAGE, CHARLES HERRERA, DELA SEMLER, ROBYN TAYLOR MARSHALL and ANNE RUNYAN,

Plaintiffs,

v.

CHECKRITE, LTD., a Colorado corporation; MID-NEBRASKA CHECKRITE, INC., a Nebraska corporation; MERCHANTS CHECK-RITE ASSOCIATION, INC., a Nebraska corporation; and CR PROFESSIONAL CORPORATION, a Nebraska corporation,

Defendants.

CV. 82-L-317

MEMORANDUM OPINION

This case is a action brought by five plaintiffs seeking damages and injunctive relief against a franchisor, Checkrite, Ltd., a Colorado corporation, and three franchisees, Mid-Nebraska Check-Rite, Inc., Merchants Check-rite Association, Inc., and CR Professional Corporation, all Nebraska corporations. The complaint alleges that the defendants violated provisions of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (1982), the Nebraska Consumer Protection Act, § 59-1601 *et seq.*, R.R.S. 1943, and the Nebraska loan interest laws, §§ 45-101.02 and 45-104. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and pursuant to its pendent jurisdiction to hear and decide claims based upon alleged violations of state law. This memorandum opinion constitutes the Court's findings of fact and conclusions of law as required by Fed.R.Civ.P. 52(a). After having carefully considered the pleadings, testimony, exhibits, stipulations, arguments and briefs, and being fully advised in the premises, the Court

concludes that judgment should be entered for the plaintiffs and against all defendants.

FINDINGS OF FACT

In 1978, a Colorado corporation, Checkrite, Ltd., was formed. This corporation franchises a system of verification and recovery of insufficient fund or no account checks. In return for a franchise fee and eight per cent of gross receipts, Checkrite grants to a franchisee the right to use the Checkrite name, trademark and system in a particular geographic area. In addition, Checkrite, Ltd., supplies its franchisees with marketing surveys, form layouts, training of office managers and procedure manuals. The franchise agreement between Checkrite, Ltd., and a franchisee expressly provides that the franchisee agrees to follow all reasonable procedures promulgated by the franchisor. The franchisee also agrees to use the name "Checkrite" in all contacts in the course of business with merchants and the public. Finally, employees of Checkrite, Ltd., periodically contact the franchisee to assure compliance with Checkrite procedures is ongoing.

After purchase of a franchise, the franchisee in turn sells memberships to local merchants within a predetermined geographical area. A member merchant authorizes local banks to send insufficient fund or no account checks written to the merchant directly to the franchisee. Therefore, if a customer writes a check to the merchant which is dishonored, that check is sent directly to the franchisee, rather than to the merchant. The franchisee then compiles information on the customer from data appearing

on the face and reverse sides of the check, *i.e.*, name, address, checking account number, check number, telephone, drivers license and social security numbers, if any appear, and check amount. The franchisee then sends to the check writer a "return check notice." During the period of time relevant to this suit in which each of the plaintiffs received a return check notice, namely, June 24, 1981, to June 24, 1982, a statement appeared on the front of such notice as follows:

> Our member merchant requests that you honor this item through payment of the total amount due at the Checkrite office or by mailing payment to Checkrite.
>
> Unless paid promptly, this item may appear on the Checkrite bulletin and effect your check-cashing privileges.

In addition, the notice listed the bank which dishonored the check, the merchant to whom the check was written, the date and amount of the check and a "service charge" of either $7 or $8. With the exception of Merchants Check-Rite Association, Inc., if the checkwriter did not respond to the returned check notice within seven days, either by payment of the face amount of the check and service charge or by making arrangement for payment, a "final notice" would be mailed to the checkwriter. This final notice had a statement on the front as follows:

> Unless paid immediately, this item may appear on the Checkrite bulletin and effect your check-cashing privileges.
>
> If not paid, our client will be advised to pursue further action as deemed necessary.

Although Merchants Check-Rite Associaton, Inc. did not utilize the same final notice form, that franchisee sent a form letter which stated in pertinent part:

> Failure to make restitution within five (5) days from the date of this letter will necessitate our listing you on the Checkrite Merchant bulletin. This action may cause you some difficulty in writing checks to our merchants and may be embarrassing to you. In addition, other action may be taken against you in order to protect the merchant's interest.

In general, a franchisee would also contact a checkwriter through the use of telephone contact, both prior to and subsequent to mailing the final notice. Essentially, these telephone contacts were utilized for the purpose of inquiring when payment could be expected. All five of the present plaintiffs were contacted by telephone. However, none were subjected to threatening or abusive language. General procedures promulgated by Checkrite, Ltd. call for preparation of a "work card" for each returned check. This work card is utilized to make notations of all contacts, both oral and written, with the checkwriter, including brief statements of responses received from a franchisee's contacts. In addition, any information contained concerning the checkwriter's employment or source of income is recorded.

In return for a franchisee's attempts to collect a dishonored check on behalf of a merchant, the franchisee receives a yearly fee and a "service charge" on every dishonored check. Although at trial

representatives of the defendant franchisees testified that the service charge is imposed by the merchant itself, and that the franchisee merely imposes an identical fee on the merchant, it is clear that only one service charge is imposed on every check processed — one by the franchisee directly to the checkwriter. The standard sales presentation used to encourage merchants to utilize the Checkrite system clearly reveals that a franchisee considers the service charge to be "our service fee." In addition, if only the face amount of a particular check is collected, the franchisee does not deduct a service charge from the amount ultimately transmitted to the merchant.

As part of the agreement between a franchisee and a merchant, the merchant agrees to display stickers in conspicuous locations within its business. Generally, one is placed on or near the front door stating "Our checks verified by Checkrite," and one is placed on each cash register stating "An $8.00 fee is charged on all returned checks."

If the checkwriter pays the face amount of the dishonored check plus the service charge, the merchant receives the amount of the check and the franchisee retains the service charge. However, if the checkwriter does not pay within one month either the check and service charge or only the service charge, then the check is listed in a coded bulletin which is sent to the various merchants who are subscribers to the Checkrite system. The coded bulletin contains information taken from previously dishonored checks. A coding system is utilized ostensibly to insure that only a trained individual employed by a member merchant could determine whether a particular

checkwriter is listed. In the bulletin, the first column contains the first three letters of the checkwriter's last name. The second column contains the first three letters of the first name. In the third column is the checkwriter's middle initial, if any appears on the check. The fourth column contains the first four digits of the checkwriter's street address, and the fifth column contains the last four digits of the checkwriter's bank account. Subsequent columns would list numbers from pieces of identification provided at the time the check was written, i.e., drivers license or credit card numbers. If, at the time of presentation of a check, a merchant refers to the bulletin and observes an entry identifying that checkwriter, then the merchant at its own discretion can accept or reject presentation of the current check. The bulletin is intended to be used only by subscribing merchants and is not circulated to the general public.

Between the period of June 24, 1981, and June 24, 1982, the plaintiffs all wrote dishonored checks which were processed by the defendant franchisees. Carolyn Page wrote six dishonored checks processed by CR Professional Corporation, Lincoln, Nebraska. Adela Semler wrote six such checks, and Charles Herrera wrote four checks also processed by the Lincoln franchisee. Anne Runyan wrote three dishonored checks, two of which were processed by Merchants Check-Rite Association, Inc., Kearney, Nebraska, and the third by Mid-Nebraska Check-Rite, Inc., Grand Island, Nebraska. Robyn Taylor Marshall wrote seven checks, six processed by the Kearney franchisee and one by the Grand Island franchisee. All of the plaintiffs received the first notice and one of the two types of final

notice utilized by the defendant franchisees. In addition, checks written by Charles Herrera, Adela Semler, and Carolyn Page were listed in bulletins issued by the respective franchisee.

This lawsuit was commenced on June 24, 1982, against Checkrite, Ltd., the franchisor, and three Nebraska franchisees, alleging that the defendants violated provisions of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, charged a service fee in violation of §§ 45-101.02 and 45-104 of the Nebraska Revised Statutes, and violated the provisions of the Nebraska Consumer Protection Act, § 59-1601 *et seq.* The original complaint included a prayer for class certification, which was denied by the Court pursuant to an order entered on November 17, 1983. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and trial was held on this matter on December 12-14, 1983.

CONCLUSIONS OF LAW

The first issue to be resolved is whether the actions of the defendants violated the provisions of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (1982). In order to fall under the prohibitions contained within the Act, initial inquiry is directed toward whether the dishonored checks give rise to a "debt" under the Act and whether the defendants are "debt collectors." 15 U.S.C. § 1692a provides in pertinent part:

> (5) The term "debt" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which

> are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.
>
> (6) The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another * * *.

All of the dishonored checks written by the plaintiffs herein were in exchange for goods used primarily for personal, family or household purposes. In addition, once the checks were dishonored, an obligation clearly arose to pay money arising from the transactions. Therefore, the dishonored checks are debts within the meaning of 15 U.S.C. § 1692a(5). *See, In re Scrimpsher*, 17 Bankr. 999, 1010 (N.D.N.Y. 1982).

As to whether the defendant franchisees are "debt collectors" under the statute, the Court finds that all three franchisees are licensed by the State of Nebraska Collection Agency Board and, since the dishonored checks herein gave rise to debts, the efforts of the franchisees to recover the amount of the checks clearly gives the franchisees the status of debt collectors.

A more difficult question arises in regard to whether the franchisee, Checkrite, Ltd., also assumes the status of debt collector, *i.e.*, whether it is directly or indirectly involved in collecting debts. The franchise relationship between the defendants is an atypical arrangement

in that Checkrite, Ltd. retains an extensive amount of control over its franchisees. Only the "Checkrite" name is permitted to be used on communications sent to checkwriters and merchants. Franchisees are expected to follow all procedures dictated by the franchisor, whether through advice from the franchisor's district managers, or through the procedures manual and periodic newsletters. The franchisor sets the amount of the service charge to be imposed by the franchisees. Finally, standardized forms and training of new franchisees are provided by Checkrite, Ltd. Although the franchisor never engages in direct attempts to collect dishonored checks, the procedures utilized by the franchisees to collect the same are promulgated exclusively by the franchisor. Therefore, the Court finds that while the franchisees directly attempt to recover debts, the franchisor indirectly, through its procedures, is likewise involved in collecting debts.

Based upon the foregoing discussion, Checkrite, Ltd., and the three defendant franchisees are debt collectors under the Fair Debt Collection Practices Act and are subject to the guidelines therein.

The plaintiffs allege that the defendants have violated the Fair Debt Collection Practices Act in the following particulars:

1) Inadequate disclosure under 15 U.S.C. § 1692e(11) in the standard form written communications;

2) Publication of a consumer list in violation of 15 U.S.C. §§ 1692d(3) and 1692e(5); and

3) Imposition of a service charge in violation of 15 U.S.C. § 1692f.

The standard form written communications utilized by the franchisees generally include the return check notice and either the final notice or form letter. 15 U.S.C. § 1692e provides in pertinent part:

> A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:
> * * *
>
> (11) Except as otherwise provided for communications to acquire location information under § 1692b of this title, the failure to disclose clearly in all communications made to collect a debt or to obtain information about a consumer, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.

The plaintiffs allege that § 1692e(11) requires that a debt collector disclose on all communications with a consumer that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose. None of the written communications sent to the plaintiffs herein contain such disclosure. The defendants argue that the only purpose of the written communications is to notify the checkwriter that the debt remains unsatisfied, not to collect information. Therefore, they allege, the only disclosure necessary, namely, that they are attempting to collect a debt, is clearly indicated by the very nature of the notice itself. This argument contravenes the express language of § 1692e(11). That statute requires the clear disclosure of two facts in all communications

made either to collect a debt or to obtain information about a consumer, to wit: such communications must disclose that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose. To condone anything less could open the door to hedging into the gray area of what a particular notice means and implies. The statute is absolute on its face in regard to disclosure content. See, e.g., *Blackwell v. Professional Business Services of Georgia, Inc.*, 526 F.Supp. 535, 538 (N.D.Ga. 1981)(content, not form, of verification notice mandated under § 1692g).

The notices sent to the plaintiffs clearly are in furtherance of the goal of collecting the debts arising out of the dishonored checks. Franchisees record and use in the collection efforts any information received as a direct result of responses by checkwriters to the written communications. Therefore, since these communications did not include the required disclosure, the Court concludes that the defendants violated § 1692e(11).

The defendants generally argue that, if the Court finds any violation of the Fair Debt Collection Practices Act, no liability should attach pursuant to 15 U.S.C. § 1692k(c). That statute provides:

> A debt collector may not be held liable in any action brought under this subchapter if the debt collector shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

That statute, however, applies only to clerical errors, not to situations where the generally used practices of the business are themselves violative of the Act. *See generally, Baker v. G. C. Services Corp.*, 677 F.2d 775, 779 (9th Cir. 1982).

The second violation of the Fair Debt Collection Practices Act alleged by the plaintiffs arises out of the franchisee's publication, with the franchisor's direction and procedures, of the coded bulletin listing unsatisfied, dishonored checks. Essentially, the plaintiffs argue that the bulletin, and the written communications to the plaintiffs regarding such, violate 15 U.S.C. §§ 1692d(3) and 1692e(5). Section 1692d(3) provides:

> A debt collector may not engage in any conduct the natural consequence of which is to harrass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:
>
> * * *
>
> (3) The publication of a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency or to persons meeting the requirements of § 1681a(f) or 1681b(3) of this title.

The defendants allege that the publication of the bulletin is permissible under the statute. They also argue that they reasonably relied in good faith on certain informal opinions by the Federal Trade Commission which the defendants interpret to allow the use of a coded bulletin. These opinions are not in the form of formal regulations; in fact, each contains a disclaimer to the effect that the views are informal in nature and are not binding on the commission. Unofficial interpretations are merely suggestions

that the interpretations contained therein are the "more likely" meaning of the statute. *Thomas v. Myers-Dickson Furniture Co.*, 479 F.2d 740, 747 (5th Cir. 1973); *Blackwell v. Professional Business Services*, 526 F.Supp. 535 (N.D.Ga. 1981). As such, these interpretations are not binding on this Court. *Staub v. Harris*, 626 F.2d 275, 279 (3d Cir. 1980). Therefore, this Court will make an independent determination of the validity of the particular bulletins issued by the defendants in this case.

Although under § 1692d, a debt collector may not generally publish a list of consumers who allegedly refuse to pay debts, it may publish such to a consumer reporting agency or to persons meeting the requirements of 15 U.S.C. § 1681a(f) or 1681b(3). Section 1681b(3) allows publication to a person whom it is reasonably believed:

> (A) intends to use the information in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; or
>
> * * *
>
> (E) otherwise has a legitimate business need for the information in connection with a business transaction involving the consumer.

Defendants allege that the bulletins are provided to merchants who have a legitimate business need, *i.e.*, the need to insure that a check given in exchange for goods will not return unsatisfied. The Court views this as a legitimate need; however, a merchant subscriber has a legitimate need for information about the particular consumer only in the context of a particular check proffered in payment of goods. Therefore, since each bulletin contains listings for hundreds of consumers, a merchant has no general legitimate need for information regarding all consumers on

the list. Thus, utilization of a meaningful code is necessary. *See*, 16 C.F.R. § 600.1(e)(1983). This would guarantee that the information therein is meaningful only when deciphered by the merchant at that point when a legitimate business need arises with a particular consumer.

Bulletins published by the defendant franchisees in this case are coded to an extent. They do not use full proper names, which, if used, clearly would provide too much information for which a merchant has no legitimate need. Although a code composed of only social security numbers or bank account numbers would provide greater assurance that general access to information is restricted, the Court finds that the code utilized by the defendant franchisees in this case, combined with the fact that merchants are instructed to keep the bulletins concealed from public view, is sufficient to comply with 15 U.S.C. §§ 1681b(3) and 1692d(3). Therefore, no liability attaches from the franchisee's publication of their coded bulletins. *See generally, In re Howard Enterprises, Inc.*, 93 F.T.C. 909, 937, 943 (1979).

The plaintiffs also assert that the notices sent by the franchisees have a natural consequence to harrass, oppress or abuse under 15 U.S.C. § 1692d. The standard form notices contain language "unless paid promptly, this item may appear on the Checkrite bulletin and effect your check-cashing privileges." At trial, the plaintiffs testified that they interpreted such language to mean that their proper names would appear in the respective bulletins. In addition, the plaintiffs complained that the statement in the final notice that "If not paid, our client will be advised to pursue further action as deemed necessary," is a violation of 15 U.S.C. § 1692e(5). That statute provides:

> A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:
>
> * * *
>
> (5) The threat to take any action that cannot legally be taken or that is not intended to be taken.

The Court finds no liability in the particular language utilized in the franchisees' notices. Merely stating that a check may appear in the bulletin, which is in fact truthful, does not rise to the level of harassment or abuse contemplated by the statute. Liability under § 1692d has been founded upon letters which contain personal insults, *Harvey v. United Adjusters*, 509 F.Supp. 1218 (D.Ore. 1981), and which threaten embarrassing contact with neighbors and employer, *Rutyna v. Collection Accounts Terminal, Inc.*, 478 F.Supp. 980 (N.D.Ill. 1979). Although the standard notice reference to placement of the check in the bulletin has a coercive effect, it does not constitute harassment under § 1692d.

Further, the final notice does not threaten any action that cannot or will not be taken. It merely informs the consumer that if the check is not paid, the subscribing merchant will be advised to pursue further action. A merchant may then bring suit for recovery of the check under Nebraska Uniform Commercial Code § 3-802, or refer it to the County Attorney for criminal prosecution under Neb.Rev.Stat. § 28-611. While

the franchisee personally does not pursue these legal remedies, and in fact has no right to pursue such, the standard form final notice does not falsely represent that the franchisee has such a right.

The third and final theory of liability alleged by the plaintiffs and considered by the Court[1] argues that the defendants imposed a service charge in violation of 15 U.S.C. § 1692f. That statute provides in pertinent part:

> A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:
>
> (1) The collection of any amount (including any interest, fee, charge or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

Defendants allege that imposition of a service charge is permitted under the Nebraska Uniform Commercial Code. Pursuant to Nebraska U.C.C. § 2-511, payment for goods by check is conditional and is defeated between the parties by dishonor of the check upon presentment. Further, under U.C.C. § 3-802, if the check is dishonored, an action may be maintained on either the check or the underlying obligation. Damages recoverable are governed by U.C.C. § 2-709(1) and include incidental damages as defined by § 2-710. That statute provides:

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1. The plaintiffs also allege that the Checkrite system violates the Nebraska Consumer Protection Act, § 59-1601 *et seq.*, and that the service charge violates Nebraska usury laws, §§ 45-101.02 and 45-104. These theories, not seriously or strenuously argued by counsel, have no merit and need no further discussion.

> Incidental damages to an aggrieved seller include *any commercially reasonable charges, expenses or commissions incurred* in stopping delivery in the transportation, care and custody of goods after the buyer's breach, in connection with the return or resale of the goods or *otherwise resulting from the breach.* (Emphasis added.)

It is clear that a merchant incurs expenses in attempts to collect the face value of a dishonored check. These expenses include, for example, employee time lost from other business matters, paper, postage and processing equipment. Further, they arise directly out of the buyer-seller relationship. The prevailing view in Nebraska contemplates that the remedies provided in the Uniform Commercial Code shall be "liberally administered to the end that an aggrieved party shall be put in as good a position as it would have been in if the contract had been performed." *Chicago Roller Skate Manufacturing Company, Inc. v. Sokal Mfg. Co.*, 177 N.W.2d 25, 26 (1970).

The fact that a merchant authorizes a third party to collect its dishonored checks for a set fee does not eliminate the right to recover incidental damages from the breaching buyer. No evidence was adduced at trial which would indicate that a seven or eight dollar fee charged the plaintiffs in this case was not commercially reasonable. In fact, the procedures utilized by the franchisees in processing the dishonored checks most likely produces a lower charge to the checkwriter than would result from individual merchants, unfamiliar with collection

processes, attempting to collect such checks. In summary, the service charge imposed by the franchisees is a reasonable incident to the dishonor of a check and is recoverable by the franchisees. Therefore, the Court finds in favor of the defendants on this issue.

DAMAGES

Under 15 U.S.C. § 1692k, a consumer who establishes a violation of the Fair Debt Collection Practices Act by a debt collector may recover any actual damages sustained, additional damages as the Court may allow, not exceeding $1,000, and reasonable attorney fees. No credible evidence was introduced to show that the plaintiffs suffered any actual damages. In considering whether to award additional damages, the Court must consider such factors as the frequency and persistence of noncompliance, the nature of such noncompliance, and the extent to which such noncompliance was intentional. 15 U.S.C. § 1692k(b)(1). Pursuant to the above discussion, liability is premised on the failure of the defendants to provide adequate disclosure in the standard form notices sent to each of the plaintiffs. Each received two notices on every check returned and the plaintiffs had between three and seven dishonored checks processed by the franchisees. However, there was no evidence that the defendants specifically intended to injure the plaintiffs through use of the notices. Therefore, the Court finds an award of $150.00 to each plaintiff, plus reasonable attorney fees, to be an adequate and fair recovery.[2]

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2. In addition to monetary damages, the plaintiffs seek an injunction prohibiting the defendants from continuing to violate the Fair Debt Collection Practices Act. Equitable relief is not available under the civil liability section of the Act. *Sibley v. Fulton DeKalb Collection Service*, 677 F.2d 830, 834 (11th Cir. 1982); *Duran v. Credit Bureau of Yuma, Inc.*, 93 F.R.D. 607, 608 (D.Arizona 1982).

Accordingly, a separate order will be entered for judgment in the amount of $150 in favor of each of the plaintiffs and against all defendants.

The Court will withhold entry of judgment on the amount of attorney fees to be awarded. If counsel for all parties reach an agreement on such amount, a stipulation reflecting their agreement and the amount shall be filed with this Court within twenty (20) days of receipt of this memorandum opinion. Such stipulation will be without prejudice so far as appeal on the merits is concerned. If counsel do not agree, each shall submit affidavits on the amount of attorney fees within twenty (20) days of receipt of this memorandum opinion. The Court will then proceed to determine appropriate fees.

BY THE COURT:

Albert G. Ross

JUDGE, UNITED STATES DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

CAROLYN PAGE, et al., Plaintiffs, v. CHECKRITE, LTD., a Colorado corporation, et al., Defendants.	CV. 82-L-317 JUDGMENT

Pursuant to the memorandum opinion of this Court entered on April 24, 1984 (Filing No. 123), and the joint stipulation of the parties regarding attorney fees and costs filed on August 8, 1984 (Filing No. 141),

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that each of the plaintiffs shall recover the amount of $150.00 from defendants, and that attorney fees and costs are awarded to plaintiffs and against defendants in the amount of $19,700.00.

BY THE COURT:

Albert G. Burney

JUDGE, UNITED STATES DISTRICT COURT

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