



attorneys, allege upon personal knowledge as to herself, and upon information and belief as to the other allegations of this Complaint, as follows:

**NATURE OF THE CASE**

1. This is a class action pursuant to F.R.C.P 23, on behalf of all persons and entities who purchased the Brother Color Laser Printers including but not limited to, models HL-4070CDW/4040CN/4040CDN/4050CDN, DCP-9040CN/9042CDN/9045CDN, and MFC-9440CN/9450CDN/9840CDW (hereinafter “the Printers” or “the Machines”) which were manufactured, distributed, marketed and sold by Defendant, Brother International Corporation.

2. Plaintiff brings this class action to secure preliminary and permanent injunctive relief, declaratory relief and other equitable relief as may be deemed appropriate. The claims asserted herein are premised on deceptive, unlawful and unfair business practices, unjust enrichment, unconscionable commercial practices, misrepresentations and fraud in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and to redress the harms resulting from the manufacture, production and sale by the Defendant of the Brother Color Laser Printers, including but not limited to, models HL-4070CDW/4040CN/4040CDN/4050CDN, DCP-9040CN/9042CDN/9045CDN, and Multi-Function printer/scanner/facsimile/copier models MFC-9440CN/9450CDN/9840CDW (the “Printers”) and their color toner cartridges TN-110 and/or TN-115 (hereinafter the “Cartridges”).

3. As described in more detail below, Defendant Brother International Corporation (hereinafter “Brother”) has its main place of business in Bridgewater, New Jersey.

4. Brother manufactures, produces and sells the Color Laser Printers for the purpose of both personal use or for use in small businesses or home offices.

5. Brother also manufactures and sells replacement color laser toner Cartridges used by the Printers. Brother derives substantial profits from the sale of the replacement color laser toner Cartridges.

6. At all relevant times, Brother has made representations to consumers as to the approximate life of each color Cartridge based on the number of printed letter size pages and the percent of page coverage with a specific color. Brother represented and represents that each of the TN-110 color cartridges (the yellow, magenta and cyan) print 1,500 pages at 5% page coverage of that color. Brother represented and represents that each of the TN-115 extra large color cartridges (the yellow, magenta and cyan) print 4,000 pages at 5% coverage of that color. The TN -110 black cartridge is represented to print 2,500 pages at 5% page coverage of black toner. The TN-115 extra large black cartridge is represented to print 5,000 pages at 5% coverage of black toner. Plaintiff and Class Members were informed and believed that they will receive this output from the color cartridges when they purchase the printer and the replacement color cartridges. (See **Exhibit A** Product Manual for Printer Model HL-4070CDW).

7. The Printers were and are marketed and sold with the representation that a “Toner Life End” message will appear on the LCD when a color Cartridge needs to be replaced. Further, the Printers are designed to display which color Cartridge needs to be replaced. However, replacement of only a single color Cartridge that has come to the end of its represented life does not allow the printer to print again as represented. Plaintiff and Class Members are forced to purchase and replace all three of the color Cartridges almost simultaneously because the printer does not print as represented again unless all three color Cartridges are replaced. Thus the Plaintiff and Class Members are deprived of the complete represented life of the other two Cartridges. The Plaintiff

and Class Members are forced to pay for two brand new color Cartridges they don't need when only one color Cartridge has reached the end of its represented life.

8. Brother also manufactures and sells replacement color laser toner cartridges used by the Printers. The cost of each of the Brother TN-110 replacement color laser toner cartridges is approximately \$74.00 and the TN-115 is \$136.49. (Attached hereto as **Exhibit B** is the TN-110Y and TN-115Y Brother color laser toner Cartridges as advertised online by Brother and by Best Buy). Brother recommends and represents that consumers should exclusively purchase Brother cartridges and make misrepresentations regarding the frequency in which consumers will need to replace the Brother color laser Cartridges. These misrepresentations cause harm to consumers that purchased the Brother color laser Printers.

9. Brother encourages consumers to purchase only Brother replacement laser toner cartridges. On the homepage of their website, [www.brother-usa.com](http://www.brother-usa.com), Brother publishes a seven page document titled "Brother Advantage" that lists the reasons why consumers should choose only Brother supplies. (Attached hereto as **Exhibit C** is the document titled "Brother Advantage") Brother cautions consumers that the use of non-OEM cartridges will produce inferior printing results. Also, Brother advises consumers that "using non-Brother supplies may affect hardware performance, copy quality and machine reliability".

10. Brother also warns consumers that the warranty will not cover "damages or malfunction caused by using non-Brother consumables".

11. The Printers indicate a "Toner End Life" message and does not allow for the replacement of one color cartridge, forcing the consumer to replace all three color Cartridges. Brother misrepresents and markets their Machines as being economical because the three separate

laser color Cartridges can be replaced separately as each color Cartridge empties. Brother misrepresents this feature of the Printers and/or the color Cartridges because, in fact, the Printers are designed so that they become inoperable unless all three color Cartridges are replaced almost simultaneously even though there is toner and represented life remaining in some of the color Cartridges. The laser Printers that Brother manufactures and sells are designed so that the three color Cartridges must be replaced almost simultaneously even though there is represented life remaining in two of the three color Cartridges. Combined and apart, the Printers and Cartridges are misrepresented defective products which damage consumers.

### **PARTIES**

12. Plaintiff, Edie Booth is a resident of Canton, Texas.

13. Defendant, Brother International, has its main place of business at 100 Somerset Corporate Boulevard, Bridgewater, New Jersey.

### **JURISDICTION AND VENUE**

14. Brother has its main place of business in New Jersey and distributes, markets and sells its printers throughout the United States, including the State of New Jersey, to Class members. Defendant Brother may be served with process by serving its registered agent for service of process in the State of New Jersey. This Court has original jurisdiction over this class action under 28 U.S.C. §1332(a),(d)(2), (d)(5)(B), (d)(6) because (i) the Plaintiff and Defendant are citizens of different states, (ii) there are 100 or more class members, and (iii) there is an aggregate amount in controversy of at least \$5,000,000, exclusive of interest and costs.

**CLASS ACTION ALLEGATIONS**

15. This action is brought and may properly proceed as a class action, pursuant to the provisions of F.R.C.P. 23. Plaintiff brings this action on behalf of herself and all others similarly situated. Proposed F.R.C.P 23(b)(3) Class is defined as follows:

All purchasers in the United States of Brother Laser Printers including but not limited to, models HL-4070CDW/4040CN/4040CDN/4050CDN, DCP-9040CN/9042CDN/9045CDN, and MFC-9440CN/9450CDN/9840CDW using color cartridges TN-110 and/or TN-115.

16. Plaintiff further proposes the following F.R.C.P 23(b)(2) Class for which injunctive and declaratory relief only is sought. Plaintiff seeks to enjoin Defendant from selling the Brother laser printers and to ask for a Declaration from the Court that the purchasers of the Brother laser Printers. This (b)(2) class is defined as follows:

All past and future purchasers of Brother Laser Printers including but not limited to, models HL-4070CDW/4040CN/4040CDN/4050CDN, DCP-9040CN/9042CDN/9045CDN, and MFC-9440CN/9450CDN/9840CDW using color cartridges TN-110 and/or TN-115.

17. This action is properly maintainable as a class action. The class members for whose benefit this action is brought are so numerous and geographically dispersed that joinder of all members is impracticable, and the disposition of their claims in a class action will provide substantial benefits to both the parties and the Court. The numerosity requirement of F.R.C.P. 23(a)(1) is therefore satisfied.

18. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted, and no unusual difficulties are likely to be encountered in the management of this class action. Since the damages suffered by individual class members may be relatively small, the expense and burden of individual litigation makes it impossible for members of the Class to

individually seek redress for the wrongful conduct alleged.

19. Rule 23(a)(2) and Rule 23(b)(3) are both satisfied because there are questions of law and fact which are common to the Class and which predominate over questions affecting any individual class member. The common questions include, *inter alia*, the following:

a. Whether Defendant breached any express or implied warranties when they manufactured and sold the defective printers and cartridges;

c. Whether Defendant's business practices constitute violations of the New Jersey Consumer Fraud Act and, if so, the measure of damages and triple damages;

d. Whether Defendant has been unjustly enriched by its practices as detailed herein;

e. Whether Defendant's actions were sufficiently wrongful so as to entitle the Plaintiff and all others similarly situated to punitive damages;

f. Whether Defendant made uniform misrepresentations to consumers regarding the subject printers and color cartridges; and,

g. Whether the Class has been damaged and/or suffered irreparable harm and, if so, the extent of such damages and/or the nature of the equitable and injunctive relief which each member of the Class is entitled.

20. Plaintiff's claims and the claims of members of the Class all derive from a common nucleus of operative fact.

21. In satisfaction of F.R.C.P. 23(a)(3) and 23(a)(4), Plaintiff is asserting claims that are typical of the claims of the entire Class, and Plaintiff will fairly and adequately represent and protect the interests of the Class in that Plaintiff has no interests that are antagonistic to those of the other members of the Class. Plaintiff anticipates no difficulty in the management of this litigation as

a Class action. Plaintiff has retained counsel who are competent and experienced in the prosecution of class action litigation.

22. Pursuant to F.R.C.P. 23(b)(1) and (b)(2), Defendants have acted or refused to act on grounds generally applicable to the Class, making injunctive and/or declaratory relief appropriate with respect to the Class as a whole.

### **FACTUAL ALLEGATIONS**

23. Defendant Brother is a major manufacturer of printers, fax machines, scanners, cartridges and copiers for personal, home office and small business use in the United States. It has revenues of approximately \$1.5 billion annually. Brother represents its Multi-Function laser jet printers as being “award-winning”. Attached hereto as **Exhibit D** is the homepage from Brother’s website, [www.brother-usa.com](http://www.brother-usa.com).

24. Brother also sells the replacement color Cartridges for these machines and earns substantial profits from the sale of these replacement color cartridges.

25. The Printers and Cartridges that Brother manufactures and sells are designed to force the Plaintiff and Class Members to prematurely replace all three of the color Cartridges at once when there is represented life and toner remaining in the Cartridges. The Printers are designed to stop printing until all three of the Cartridges are replaced forcing the Plaintiffs to needlessly spend money on new Cartridges and depriving them of the represented life and toner in the existing Cartridges.

26. Brother represents the approximate life of each Cartridge. Attached as **Exhibit E** is the page found in the user manuals of the Brother printers. The TN-110 color Cartridges are represented to print 1,500 pages at 5% coverage and the black cartridge to print 2,500 pages at 5% coverage. Plaintiff and Class Members are informed and believe that they will receive this output

from the Cartridges when they purchase the Printer and replacement Cartridges. However, as a result of the Printers and Cartridges causing the simultaneous replacement of all three color Cartridges when only one has finished its represented life, Plaintiff and Class Members lose the full represented life of two of the three color Cartridges.

27. Brother printers are marketed and sold with the misrepresentation that a “Toner Life End” message will appear on the LCD when a cartridge needs to be replaced. Further, the Machines are designed to display which color Cartridge needs to be replaced.

28. Plaintiff and Class Members are informed and believe that when the “Toner Life End” message appears, only the signaled empty Cartridge that has run through its represented life needs replacement. Instead, the Printers will not print until the signaled empty cartridge and the other two Cartridges are replaced thus depriving the Plaintiff and Class Members of the remaining toner in the other two Cartridges and forcing the Plaintiff to pay for three brand new Cartridges when only one is needed.

29. Brother deceptively markets these printers as being “economical” and “cost effective” to the Plaintiff and Class Members because of the separate three cartridge design. Brother misrepresents to Plaintiff and Class Members that because of this three cartridge design, the Plaintiff and Class Members need only replace the color Cartridge that has emptied and run through its represented life.

30. The Plaintiff and Class Members rely on this representation when purchasing the Brother Printers and color Cartridges. The Plaintiff and Class Members are actually unable to replace only one color Cartridge at a time. The Printers are designed to stop printing and give an error message when a single color Cartridge has printed through its represented life. The consumer

is forced to replace all three Cartridges in order for the printer to continue functioning again without interruption.

31. Brother derives substantial revenue from the sale of its color Cartridges and purposely designs its Printers and Cartridges so that these color Cartridges need to be replaced prematurely leaving toner remaining in them. Further, Brother cautions Plaintiff and Class Members to exclusively use Brother color Cartridges and unconscionably states in its warranty that it will not cover “damages or malfunction caused by using non-Brother consumables”. Attached hereto as **Exhibit F** is the Brother warranty.

32. Plaintiff and Class Members are informed and believe that they must purchase only Brother color Cartridges. These TN-110 color Cartridges cost approximately \$74.00 each and plaintiffs must spend almost \$225.00 each time a single cartridge empties.

33. Many complaints on the Internet, including complaints on amazon.com, fixyourownprinter.com and newegg.com refer to these deceptive practices, including but not limited to the following:

“Big RIP-OFF With the Toner!, July 25, 2008, by PC Gamer. ‘I know this review is going to be buried, but I hope that you see it. What nobody tells you about this printer is that the three color toner cartridges ALWAYS all go empty at the same time, no matter what you’ve actually used. So expect a sudden three hundred plus dollar expense every once in a while. And it’s apparently by some page count or something rather than actual usage, because you can’t get it to accept the ones that you know aren’t empty. I barely use any color at all, but they’re constantly empty and this printer ends up being extremely expensive because of it – a real rip off by Brother.’” Amazon.com. Customer Reviews. Brother HL-4070CDW.

“...I have a Brother HL4070 and have gone through 3 sets of toner cartridges; so have spent 3X the cost of the printer on toner alone!” [www.fixyourownprinter.com](http://www.fixyourownprinter.com).

“...I bought this printer (MFC-9440CN) and very shortly after the printer indicated I needed to replace ALL the cartridges. Brother technical help insisted that the message was triggered by low toner levels and not by number of copies. I found this to be too much ‘coincidence’

and check for other reviews....Shame on Brother for this, I will hesitate before buying their product again, for sure. ....Sorry, Brother, you should know better.” Amazon.com. Review of Brother MFC-9440CN.

“This printer is set up to help Brother make money on toner. It stops printing after the page count for your cartridge is reached. And all three color cartridges expire at the same time. I called Brother and they told me that even with B&W some color toner is used. I open one "empty" cartridge and it still had 50% of its toner.” [www.newegg.com](http://www.newegg.com). Review of HL-4070CDW. 10/29/2009.

**“Printer OK, toner counting is a scam. Pros:** -Easy network set up-Fast printing  
**Cons:** -Cartridges report being low when there is significant (~50%) toner left in them. When a cartridge is low, it will not let you print at all. If a yellow cartridge is low, it will not let you print in black and white at all.

-Image quality is below average. Not necessarily bad, just below average (but it is an inexpensive printer). Ink jets would have similar or better quality.

**Other Thoughts:** The printer uses a page counter to determine whether your printer toner is low. However, resetting this counter doubled the life of the toner after the printer refused to print. Why offer a "toner saver" setting in the print driver if you are merely counting the number of color pages print?! I would have given this 1 out of 5 eggs, except I found the "code" on how to reset the page counter (Google: "brother 4070 end of life", and look for a post by "tsatiyeh"). From a conservation/"green" point of you it is very irresponsible to waste so much toner, and from a business point of view it is a money trap (buying toner 2x's more often). I will not buy another brother printer after seeing them do that. Sure, every company does something like this (force you to buy their consumables at a high rate), and I tolerate it to a good deal - but this was ridiculous seeing how much longer the toner lasted after I reset the counters in my printer.” [www.newegg.com](http://www.newegg.com). Review of HL-4070CDW.” 12/2/2009.

“This printer is a toner rip-off! The printer uses a page count to determine the toner level. I wondered why all three color cartridges were going empty at the same time. I checked around and found others reporting that there is plenty of toner left when the printer shows empty - and won't print! Stick with a more reputable brand.” [www.newegg.com](http://www.newegg.com). Review of HL-4070CDW. 12/17/2008.

See **Exhibit G**-annexed internet complaints.

### **PLAINTIFF'S ALLEGATIONS**

34. Plaintiff Edie Booth purchased a Brother HL-4070CDW printer on March 13, 2008 from the online site, [www.OnSale.com](http://www.OnSale.com). Plaintiff Booth paid \$536.65 for the Printer.

35. Plaintiff Booth, after one color Cartridge indicated it needed replacement, had to replace the other two color Cartridges even though the other two color cartridges had not reached their represented life. This has occurred for Plaintiff Booth on multiple occasions.

36. Plaintiff Booth purchased TN-110 and TN-115 color Cartridges and found with both series of cartridges after one color Cartridge indicated it needed replacement, she had to replace the other two color Cartridges even though the other two had not reached their represented life. Plaintiff has spent approximately \$1700 in cartridge purchases for her Brother printer.

**FIRST COUNT**  
**(Breach of Express Warranty)**

37. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

38. Defendant expressly warranted that the defective Printers and/or Cartridges were in, fact, suitable for sale.

39. In addition, Defendant made numerous express warranties about the quality of the defective Printers and/or Cartridges and the number of pages the color toner Cartridges would print. For example, Brother indicated to Plaintiff and the Class that their products were “award-winning” and indicated in the Printers owner’s manual the approximate life of the Cartridges in the Printers. Members of the Class were induced by Defendant’s labeling, advertising and marketing of the Printers. Plaintiff and the Class relied upon said express warranty, and did thereby purchase the Printers and Cartridges.

40. In reliance on Defendant’s misrepresented warranties, Plaintiff and the Class purchased the defective Printers and/or Cartridges.

41. By virtue thereof, as a direct and proximate cause of Brother's breach of Express Warranty, Plaintiff and Class Members have suffered damages in an amount to be determined upon trial, which they are entitled to and hereby seek to recover.

**SECOND COUNT**  
**(Breach of Implied Warranty of Merchantability)**

42. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

43. Defendant is a merchant pursuant to sections 2-104 and 2-314 of the Uniform Commercial Code with respect to the manufacturing and selling of printers and cartridges.

44. Through Defendant's marketing, labeling and sales, Defendant impliedly warranted that the defective Printers and/or Cartridges, which were sold to Plaintiff and Class Members, were fit for the ordinary purpose for which they were intended, namely, to be used to print for personal, home office or small business, pursuant to section 2-314 of the Uniform Commercial Code.

45. Through the Defendant's marketing, labeling, and sales, Defendant knew that Plaintiff and Class Members would purchase the defective Printers and/or Cartridges at issue for the ordinary purpose of printing for personal, home office or small business use.

46. Defendant manufactured, labeled, advertised, sold and distributed the defective Printers and/or Cartridges at issue for the ordinary purpose for which they were purchased by Plaintiff.

47. Plaintiff and Class Members purchased and used the defective Printers and Cartridges for ordinary purposes for which such goods are sold, namely for personal, home office or small business use.

48. Plaintiff and Class Members were induced by Defendant's representations and claims in purchasing the defective Printers and/or Cartridges.

49. The defective Printers and Cartridges purchased by Plaintiff and Class Members were unfit for their ordinary purpose when sold.

50. In fact, the Printers and Cartridges were defective and caused Plaintiff and Class Members damages. Therefore, Defendants breached the implied warranty of merchantability in the sale of the defective Printers and/or Cartridges at issue.

51. Plaintiff and members of the Class sustained damages as a proximate result of said breach of warranty and hereby seek to recover said damages and other monetary relief to which they may also be entitled.

**THIRD COUNT**  
**(Breach of Contract)**

52. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

53. Defendant Brother breached its contract with Plaintiff and all others similarly situated by not performing according to their obligations under the applicable law and the contract.

54. Plaintiff and Class members satisfied their obligations under these contracts and agreements.

55. Brother breached their contract with Plaintiff and all others similarly situated by violating the implied covenant of good faith and fair dealing inherent in such contracts and agreements.

56. By virtue thereof, as a direct and proximate cause of Brother's breach of contract,

Plaintiff and Class Members have suffered damages in an amount to be determined upon trial, which they are entitled to recover.

57. Wherefore, named Plaintiff prays for damages as set forth below.

**FOURTH COUNT**  
**(Breach of Implied Covenant of Good Faith and Fair Dealing)**

58. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

59. Plaintiffs and Class Members entered into agreements to purchase Brother color laserjet Printers and Cartridges.

60. Those agreements were subject to the implied covenants that Brother would conduct their business with Plaintiffs and Class Members in good faith and would deal fairly with Plaintiffs and Class Members.

61. Brother breached those implied covenants by selling Plaintiffs and Class Members Printers and Cartridges that were inherently defective in bad faith with knowledge that the contract and/or warranties were unconscionable and by abusing its discretion in its performance of the contract by intentionally subjecting Plaintiffs and Class Members to a risk [the defective Printers and/or Cartridges] beyond one they would have contemplated at the time of purchasing the camera.

62. Brother also breached those implied covenants by not providing terms in the contract and/or warranty that conspicuously stated to the Plaintiffs and Class Members that the color laser printer Cartridges would not be able to provide their represented life as represented by Brother.

63. As a direct and proximate result of Brother's breach of those implied covenants to Plaintiff and Class Members, Plaintiff and Class Members have been damaged in an amount to be

determined at trial.

64. Wherefore, named Plaintiff prays for damages as set forth below.

**FIFTH COUNT**  
**(Violations of the New Jersey Consumer Fraud Act - N.J.S.A. 56:8-1 et seq.)**

65. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

66. Defendant is the researcher, developer, designer, tester, manufacturer, inspector, labeler, distributor, marketer and seller and released the defective Printers and/or Cartridges into the stream of commerce while promoting their sales and use through advertising.

67. Defendant knew or should have known that the use of the defective Printers and Cartridges causes and would cause damages, but failed to warn the public, including Plaintiff and the Class, of the same. This misrepresentation was an unconscionable commercial practice.

68. Plaintiff and all members of the Class suffered an ascertainable loss, the recovery of which is hereby sought, when they were charged by the Defendant for the defective Printers and/or Cartridges and for any subsequent expenses incurred as a result of the defective Printers and/or Cartridges including but not limited to the unnecessary purchase of new color toner Cartridges when their old Cartridges had not yet finished their represented life.

69. The promotion and release of the defective Printers and/or Cartridges into the stream of commerce constitutes an unconscionable commercial practice, deception, false pretence, misrepresentation, and/or concealment, suppression or omission of material facts with the intent that others would rely upon such concealment, suppression or omission in connection with the sale or advertisement of such merchandise by Defendants, in violation of the New Jersey Consumer Fraud

Act, N.J.S.A. 56:8-1 *et seq.*

70. By virtue thereof, class-wide injunctive relief is sought to provide adequate warning to purchasers of the products. Plaintiff and Class Members further seek a declaratory judgment that the Printers and/or color Cartridges are defective.

**SIXTH COUNT**  
**(Unjust Enrichment)**

71. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

72. As set forth in greater detail above, Defendant profited and benefited from the sale of their defective Printers and Cartridges, even as the Printers and Cartridges caused Plaintiff and Class Members to incur damages.

73. As a result of the conduct described in this Count, the Plaintiff and Class Members paid monies to Defendants for which the Plaintiffs and Class Members received no benefit and to which Defendant was not entitled. These monies were for the Printers and the new Cartridges when their old Cartridges had not finished their represented life. Defendant has voluntarily accepted and retained these profits and benefits, derived from consumers, including Plaintiff and Class Members, with full knowledge and awareness that, as a result of Defendant's unconscionable wrongdoing, consumers, including Plaintiff, were not receiving products of the quality, nature, fitness or value that had been represented by Defendant or that reasonable consumers expected.

74. In consequence of the acts set forth in this Count, Defendant has been unjustly enriched at the expense of the Plaintiff and Class Members.

75. The Plaintiff and Class Members are entitled to the amount of Defendant's unjust

enrichment as restitution is hereby sought.

**WHEREFORE**, Plaintiff, on behalf of herself and the members of the Class,

demand judgment as follows:

(a) A determination that this action is a proper class action maintainable under Federal Rules of Civil Procedure, Rule 23, and certifying an appropriate Class and/or Subclass and certifying Plaintiff as Class and Subclass representatives;

(b) Equitable and injunctive relief enjoining Brother International Corporation from pursuing the policies, acts and practices described in this Complaint and enjoining said parties to undertake injunctive remedies including those requested hereinabove;

(c) A declaratory judgment that the subject products are defective;

(d) An order requiring disgorgement and/or imposing a constructive trust upon Brother International Corporation monies received from the sale of Printers and its color toner Cartridges and requiring Defendant to pay Plaintiff and all members of the Class for any act or practice declared by this Court to be unlawful;

(e) Damages in an amount to be determined at trial;

(f) Statutory damages for violations of the applicable statutes and the Consumer Fraud Act. Pre-judgment and post-judgment interest at the maximum rate allowable at law;

(g) Punitive damages in an amount to be determined at trial;

(h) The costs and disbursements incurred by Plaintiff in connection with this action, including reasonable attorneys' fees and expert fees; and

(i) Such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

Dated: March 15, 2010

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