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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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: G.R. HOMA, individually and on behalf of all :  
: others similarly situated, :  
: :  
: Plaintiff, : Civil Action No.: 2:06-cv-02985  
: :  
: v. :  
: :  
: AMERICAN EXPRESS COMPANY and :  
: AMERICAN EXPRESS CENTURION BANK, :  
: :  
: Defendants. :  
: :  
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**Declaration of G.R. Homa in Support of His Opposition to Defendants' Motion to Reinststate This Court's May 31, 2007 Order Compelling Arbitration**

I, Gideon Raphael ("G.R.") Homa, declare:

1. I am a resident of the State of New Jersey and the plaintiff and proposed class representative in the within action. I am fully familiar with the facts and events described herein.
2. I have a bachelor's degree in computer programming, have been employed as a systems engineer and have a substantial amount of experience operating and managing businesses and computer systems associated with those businesses.

3. I retained plaintiff's counsel in this matter to pursue claims on my behalf and on behalf of the proposed class against the American Express company ("AmEx") and American Express Centurion Bank (the "Bank").

4. I sent at least three letters to AmEx customer service (annexed as Exhibits to the Declaration of Gary S. Graifman In Opposition to Renewed Motion to Compel Arbitration submitted herewith) describing my losses as a result of the wrongs alleged in the Amended Complaint. I have calculated my damages to be approximately \$354.

5. In addition, I made numerous phone calls to AmEx customer service in which I attempted to understand how AmEx calculated the "cash rebate" card benefits they had advertised.

6. As described in the letters I sent to AmEx customer service as well in in my telephone calls to AmEx customer service, which took place over a time period of more than a year, I repeatedly requested a transaction by transaction breakdown by AmEx describing the cash rebate attributable to each purchase. I believe and believed this was the only way to make an accurate calculation of the amount of rebate due since every purchase could be calculated either at a higher cash rebate rate if it were what AmEx called an "Every-Day purchase" or at a lesser cash rebate rate if it were what AmEx called a "Non-Everyday purchase." It was not always clear to me, or to any reasonable person in my belief, into which category any given purchase fell.

7. AmEx never provided the transaction by transaction breakdown I requested even though they had to have had such records since they must have calculated cash rebates by performing a calculation on each purchase.

8. As a result, of AmEx's unwillingness to provide me the documentation or explanation I requested and, in fact, demanded, I believed that the only way I would be able to obtain such documentation was by retaining counsel to act on my behalf. I did so.

9. I was told by my counsel, without waiver of my right to attorney client confidentiality, that bringing an individual claim was not possible because it would not provide the lawyers with sufficient economic incentive on a contingent basis to be able to pursue the

claim and that bringing a class action was the only feasible way to seek legal redress and to obtain the documentation I had sought from AmEx.

10. If the only way I could pursue my claims were in an individual action where I would have had to hire an attorney on an hourly basis, which I now understand would cost, at minimum, hundreds of dollars for each hour, I would never have considered doing this.

11. My lawyers inform me currently that the fee for arbitration would at a minimum have been \$125, and potentially up to a maximum of \$450. I do not believe it would have made any sense to have pursued arbitration and paid such a fee since I had no idea whether I had any likelihood of recovery and the risk/reward ratio of pursuing a claim with the maximum best case scenario potential recovery of \$354 compared to a certain expenditure of at least \$125, if not more, would have made no sense to me.

12. Furthermore, I was not familiar with New Jersey Consumer Fraud Act or the provisions of New Jersey common law or Utah law, which I now understand to be some of the applicable or potentially applicable law in this case.

13. I did not know around the time I retained counsel whether I even possessed a legally valid claim to pursue a claim either in court or arbitration. Practically speaking, I would not have brought this legal claim by myself, without a lawyer.

I declare under the penalties of perjury that the foregoing is true and accurate to the best of my knowledge.

Dated: June 26, 2011



G.R. Homa