

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

LINDA L. MOONEY and
LIESELOTTE W. THORPE,
on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ALLIANZ LIFE INSURANCE
COMPANY OF NORTH
AMERICA,

Defendant.

Case No. 06-cv-00545 (ADM/FLN)

**MOTION FOR A PERMANENT
INJUNCTION AND FOR AN
AWARD OF ATTORNEY FEES
AND REIMBURSEMENT OF
EXPENSES**

Pursuant to Minn. Stat. §§ 325F.69, subd. 1 and 8.31 and Fed. R. Civ. P. 23(h), 54(d)(2), 59(c), 60(b)(6), and 65(d), Plaintiffs respectfully move the Court for an Order entering a permanent injunction against Defendant Allianz Life Insurance Company of North America (“Allianz”) for an award of attorney fees and expenses. Plaintiffs’ Motion specifically requests the following:

1. Allianz shall disclose in all forms of advertising, including but not limited to consumer brochures, print advertising, Allianz’s website,

statements of understanding, and product scripts, related to the annuity policies at issue in this litigation or any iterations or extensions or variations thereof in type face at least as large as the text related to the product description and not in a footnote(s) that:

a. The bonus provided by this annuity provides no immediate benefit but rather can only be realized after maintaining the annuity in deferral for a period of five (5) years and then annuitized thereafter for a period of at least ten (10) years.

Consumers are warned that the bonus referenced in this annuity is not available immediately to overcome surrender charges, pay capital gains taxes, or otherwise provide an immediate benefit. The bonus can be used only in determining the monthly payment available upon annuitization and is never available as a lump sum. This annuity is not a good investment for you unless you plan to maintain the annuity for at least fifteen (15) years.

b. For annuitizations earlier than the tenth policy anniversary, any monthly payout you may receive above the guaranteed minimum may be reduced by an expense recovery

adjustment. This will reduce the effect of the bonus on the monthly payout you would otherwise receive.

2. Allianz shall make the same disclosures in ¶¶ 1(a) and 1(b), either orally or in writing, to consumers who contact it, whether by telephone to Allianz's consumer assistance representatives, through its website, or by other means of correspondence, related to the annuity policies at issue in this litigation or any iterations or extensions or variations thereof.

3. This Permanent Injunction is binding upon Allianz and the other persons bound by Fed. R. Civ. P. 65(d)(2). Allianz shall provide written notice of this injunction to its officers, independent agents, field marketing organizations, and employees.

This Motion is based upon all records and files in these proceedings, the Judgment entered on October 16, 2009 [Docket No. 529], the Memorandum of Law in Support of Plaintiffs' Motion for a Permanent Injunction and for an Award of Attorney Fees and Reimbursement of Expenses, and the Declarations of Plaintiffs' counsel.

Dated: October 23, 2009

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