UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOE IBARZABAL, JENS CHRISTIAN SORENSEN, BILLY F. ADAMS, JUDY ADAMS, MACK D. YOAKUM, L. VERMELL YOAKUM, PATSY D. DeVEAU, and ESTATE OF CHARLES DeVEAU, on behalf of themselves and all others similarly situated, Plaintiffs, - against- MORGAN STANLEY DW, INC., Defendant.	ECF Case Docket No. 07-CV-2273 (SCR) **AMENDED CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiffs, individually and on behalf of all other persons similarly situated, by their undersigned attorneys, upon information and belief, based upon the investigation of counsel, (which includes, among other things, a review of legal papers, court filings, media reports, and documents evidencing defendant's false and misleading statements), except as to the paragraph applicable to plaintiffs which is alleged upon personal knowledge, allege as follows:

SUMMARY OF THE ALLEGATIONS

1. This is a class action on behalf of persons who were lied to by defendant Morgan Stanley DW, Inc. ("Morgan Stanley" or "defendant") concerning the existence of evidence relevant to their arbitration claims. More specifically, for a multi- year period, from October 2001 through at least 2006, Morgan Stanley routinely failed to provide e-mails to arbitration

claimants in response to its discovery obligations in arbitration proceedings before the National Association of Securities Dealers ("NASD") and the New York Stock Exchange ("NYSE")..

2. After Morgan Stanley's e-mail servers in New York City were destroyed on September 11, 2001 in the collapse of the World Trade Center (where Morgan Stanley maintained one of its New York offices), defendant restored millions of e-mails by using back-up tapes. Many other e-mails, which had been moved from servers onto individual users' computers, were not affected by the events of September 11, 2001.

3. Nevertheless, Morgan Stanley routinely failed to provide pre-October, 2001 e-mail in numerous customer arbitration proceedings and in response to regulatory inquiries, falsely claiming that its pre-October 2001 e-mail had been destroyed.

4. In addition to failing to produce e-mail in numerous arbitrations and regulatory matters, and falsely stating that such e-mail had been destroyed, Morgan Stanley later destroyed many of the same e-mails that it had recovered from its backup tapes. Instead of preserving the e-mail back-up tapes that had been used to restore its servers, Morgan Stanley put those tapes back into use, overwriting and permanently erasing their contents. The firm also allowed the e-mails that had been restored to the firm's servers to be permanently deleted by users of the firm's e-mail system over an extended period of time. As a result, millions of pre-September 11, 2001 e-mails that had been available to the firm were lost. These deletions occurred despite the fact that the SEC had ordered Morgan Stanley to cease all overwriting or recycling of e-mail backup tapes in January 2001 and had issued a Wells notice to Morgan Stanley concerning its electronic document retention practices in 2002.

5. As a part of the foregoing unlawful course of conduct, Morgan Stanley routinely made representations to members of the Class (as hereinafter defined) that its external e-mail for the period prior to October, 2001 had been destroyed in the collapse of the World Trade Center. This uniform misrepresentation violated New York General Business Law § 349, which prohibits deceptive acts or practices in the conduct of any business, trade or commerce. Defendant's conduct also constituted a breach of Morgan Stanley's account agreements with its customers, and constituted common law fraud. Plaintiffs and the Class now bring this class action seeking statutory, compensatory and punitive damages and an injunction prohibiting defendant from continuing its unlawful conduct.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this action 28 U.S.C. § 1332(d). Members of the class in this putative class action are citizens of different states than defendant, and the aggregate amount in controversy exceeds $5 million, exclusive of interest and costs.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claim occurred in this District.

THE PARTIES

8. a) Plaintiff Joe Ibarzabal maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Mr. Ibarzabal commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Mr. Ibarzabal that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the

World Trade Center.

b) Plaintiff Jens Christian Sorensen maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Mr. Sorensen commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Mr. Sorensen that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

c) Plaintiff Billy F. Adams maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Mr. Adams commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Mr. Adams that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

d) Plaintiff Judy Adams maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Ms. Adams commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Ms. Adams that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

e) Plaintiff Mack D. Yoakum maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Mr. Yoakum commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Mr. Yoakum that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

f) Plaintiff L. Vermell Yoakum maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Ms. Yoakum commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Ms. Yoakum that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

g) Plaintiff Patsy D. DeVeau maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that Ms. DeVeau commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented to Ms. DeVeau that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

h) Charles DeVeau maintained a brokerage account with Morgan Stanley at relevant times. In connection with an arbitration proceeding that plaintiff Estate of Charles DeVeau commenced against Morgan Stanley, Morgan Stanley, through counsel, falsely represented that Morgan Stanley's e-mails pre-dating October, 2001 were destroyed in the collapse of the World Trade Center.

9. Defendant Morgan Stanley, one of the largest brokerage firms in the world, is a Delaware corporation having its principal place of business at 2000 Westchester Avenue, Purchase, New York.

CLASS ACTION ALLEGATIONS

10. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil Procedure 23(a), (b)(2) and (b)(3) on behalf of a Class, consisting of all persons who a) were claimants in NASD or NYSE arbitration proceedings against Morgan Stanley on or after October

1, 2001; and, b) were told by Morgan Stanley and/or its counsel in connection with such proceedings that Morgan Stanley's e-mails from prior to October, 2001 had been destroyed in the collapse of the World Trade Center (the "Class"). Excluded from the Class are the officers, directors, and current and former employees of Morgan Stanley, members of their immediate families and their legal representatives, heirs, successors or assigns.

11. The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to plaintiffs at this time and can only be ascertained through appropriate discovery, plaintiffs believe that there are hundreds of members in the proposed Class. Defendant has acted and/or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

12. Plaintiffs' claims are typical of the claims of the members of the Class. All members of the Class are similarly affected by defendant's unlawful conduct that is complained of herein.

13. Plaintiffs will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in class action litigation.

14. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

a. whether the defendant made misrepresentations to plaintiffs and the Class in violation of New York GBL § 349;

b. whether the defendant breached its standardized account agreement with plaintiffs by violating SEC regulations and NYSE and NASD rules;

c. whether the defendant committed common law fraud;

d. to what extent the members of the Class have sustained damages and the proper measure of damages;

e. whether statutory damages under New York GBL § 349 are appropriate; and

f. whether defendant's unlawful conduct should be enjoined.

15. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation make it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

FACTUAL ALLEGATIONS

16. When e-mails were created and sent on Morgan Stanley's e-mail system, they existed and were saved as data files on e-mail servers. These files could be viewed by both senders and recipients of e-mail on the Morgan Stanley system but were saved on Morgan Stanley's servers, not each user's individual computer. When a user moved a sent or received e-mail into a folder on his individual computer, however, it was effectively deleted from the central Morgan Stanley server system (but was preserved in the memory of the individual user's computer unless and until it was deleted).

17. At relevant times, Morgan Stanley's servers were backed up on a daily basis, resulting in the creation of a copy of the content of the servers, which would include the contents of all users' Inboxes and Sent Items folders in the Microsoft Outlook e-mail software program. The back-up tapes were disaster recovery tapes, to be used for restoration of the e-mail system in case of its destruction or loss. In addition, as an e-mail was sent or received by the Morgan Stanley e-mail system, a copy was automatically made and stored on one of two archive servers. The archive system was designed to be used for responding to discovery and regulatory requests. The content of the archive servers was also copied onto backup tapes on a daily basis and sent offsite for storage.

18. All of Morgan Stanley's e-mail servers, including its archive servers and archive tapes, were destroyed on September 11, 2001. E-mails that users had moved into personal folders on individual computers for all employees located outside of the World Trade Center were not affected.

19. Morgan Stanley was able to rebuild its e-mail system in a new location by September 17, 2001, by using back-up tapes that had been created in the normal course of business after the close of business on August 30, 2001 (which were the most recently-created back-up tapes still in existence). By using these tapes, Morgan Stanley was able to restore the data that had been stored on 11 of its 12 e-mail servers. These tapes contained millions of e-mails. Due to technology problems Morgan Stanley was unable to reload the data from the 12th server's back-up tapes until 2006.

20. When Morgan Stanley's e-mail system was restored on September 17, 2001, the system contained the e-mails that had been on the system as of the close of business on August

30, 2001, with the exception of those on the 12th server. Morgan Stanley restored to its system millions of pre- October 2001 e-mails. When Morgan Stanley employees logged onto the firm's e-mail system on or after September 17, 2001, their mailboxes, including their lnboxes and Sent Items folders, contained whatever e-mails had been there as of the close of business on August 30, 2001, with the exception of those on the 12th server. All users of Morgan Stanley's e-mail system (including, presumably, in-house legal counsel) were thus able to see those e-mails on their computers as of September 17, 2001.

21. Morgan Stanley's Messaging Team within the Technology Department was responsible for repairing the messaging system and restoring the e-mail to Morgan Stanley's system. Personnel on the Messaging Team knew that pre-September 11, 2001 e-mail had been restored to the firm's servers and was available to respond to requests for e-mail. In fact, a senior member of the Messaging Team, out of an apparent concern that such e-mail could have been modified, decided not to place the restored e-mails into an archive for use in responding to requests or even to retain the tapes used to restore the e-mails to the message system, and discussed his decision not to do so with at least one high ranking Compliance official.

22. Despite the fact that it had a near-complete backup of the pre-October 2001 e-mails, Morgan Stanley routinely told claimants in arbitration proceedings and regulators that its pre-September 11, 2001 e-mails were destroyed in the collapse of the World Trade Center.

23. In fact, millions of such e-mails had been recovered from back-up tapes and restored to the firm's e-mail servers and were available to respond to requests for email. Still more were available on individual users' hard drives on their computers.

24. Morgan Stanley has failed to produce pre-October, 2001 e-mail, and falsely represented that such e-mail had been destroyed, in numerous arbitration proceedings brought against the firm. Among other statements, Morgan Stanley routinely made the representation with respect to requests for e-mails in its discovery responses in arbitration cases that Morgan Stanley's e-mail archive system was destroyed in the attacks on the World Trade Center on September 11, 2001.

25. As a result, documents subject to discovery requests in numerous customer arbitration proceedings were not provided to claimants, i.e., members of the Class herein. Numerous arbitration proceedings were therefore concluded without the benefit of potentially valuable evidence that Morgan Stanley possessed but falsely denied having.

26. Morgan Stanley also failed to provide pre-October, 2001 e-mail to NASD when NASD requested Morgan Stanley's e-mails pursuant to NASD Procedural Rule 8210 and falsely represented to NASD that the firm had no such e-mails. In response to a March 11, 2004 Rule 8210 request for e-mails as part of an NASD investigation into Morgan Stanley's fee-based brokerage practices, Morgan Stanley falsely asserted, in a letter from counsel dated March 27, 2004, that pre-October 9, 2001 "external e-mails were maintained in the World Trade Center and destroyed on September 11, 2001." This wrongdoing has resulted in the commencement of the proceeding styled Department of Enforcement v. Morgan Stanley DW, Inc., NASD Disciplinary Proceeding No. 2005001449202.

27. Morgan Stanley also failed to produce pre-October 2001 e-mail to other regulators, and falsely told other regulators that such e-mail had been destroyed. For example, on October 8, 2001, the New York Stock Exchange (NYSE) issued Information Memo No. 01-34,

requiring member firms whose books and records had been maintained at the World Trade Center to "prepare a list of the types of books and records required to be maintained pursuant to NYSE Rule 440 and [Securities Exchange Act] Rules 17a-3 and 17a-4 (and time periods affected) that were permanently destroyed."

28. In response to Information Memo No. 01-34, by letter dated November 28, 2001 Morgan Stanley told the NYSE that it "lost e-mails sent to or from the World Trade Center complex... ." On May 1, 2002, Morgan Stanley supplemented this response in another letter, stating that "our Communications Group informed me that storage of our E-mail records were also lost." In September 2002, Morgan Stanley partially corrected this statement by informing the NYSE that some e-mails existed on individual users' hard drives, but failed to mention that many more pre-September 11, 2001 e-mails existed on the firm's servers or that pre-September 11, 2001 e-mails existed on back-up tapes which were constantly being erased and reused to store more recently created e-mails.

29. In response to a subpoena issued by the Massachusetts Securities Division on September 5, 2003 calling for the production of e-mails sent to or received by five specified individuals from June 2000 through the date of the subpoena, Morgan Stanley produced external e-mails from after October 9, 2001 and, through counsel, represented that earlier e-mails were destroyed on September 11, 2001.

30. Notwithstanding the fact that potentially responsive e-mails existed on the restored e-mail servers and on user hard drives, Morgan Stanley routinely responded to requests for e-mails (from arbitration claimants and regulators alike) with the false statement (devised, on information and belief, at Morgan Stanley's offices in the State of New York) that "All e-mails

sent to or received from third parties that were previously stored by the firm at the World Trade Center and that predate October 9, 2001 [when the new archive began capturing e-mail] were destroyed," or similar language. This response was false because millions of those pre-October 2001 e-mails had in fact been recovered from the back-up tapes and restored to the firm's servers.

31. Further, defendant deleted, caused to be deleted, and permitted users on Morgan Stanley's e-mail system to delete, e-mails that were potentially responsive to legitimate discovery requests in NASD and NYSE arbitrations.

32. Defendant well knew that e-mails the existence of which it denied, and which it destroyed, were routinely subject to production to claimants in NASD and NYSE arbitration proceedings. In fact, such e-mail communications are (and were at relevant times) presumptively discoverable under the NASD Discovery Guide, which is contained in NASD Notice to Members 99-90. Thus, defendant's unlawful course of conduct was calculated to (and did) frustrate Class members' attempts to obtain information to which they were lawfully entitled in connection with their arbitration claims.

33. Defendant's unlawful course of conduct constitutes a deceptive trade practice in violation of New York General Business Law § 349 and other applicable law as set forth below. Plaintiffs now seek relief for themselves and the Class to gain redress against Morgan Stanley for the unlawful conduct alleged herein.

AS AND FOR A FIRST CAUSE OF ACTION FOR DECEPTIVE TRADE PRACTICES IN VIOLATION OF NEW YORK GBL § 349

34. Plaintiffs repeat and reallege each of their previous allegations as though fully set forth herein.

35. GBL Section 349 provides in part as follows:

(a) Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful

* * *

(b) In addition to the right of action granted to the attorney general pursuant to this section, any person who has been injured by reason of any violation of this section may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, which ever is greater, or both such actions. The court may, in its discretion, increase the award of damages to

an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the defendant willfully or knowingly violated this section. The court may award reasonable attorney's fees to a prevailing plaintiff.

36. Defendant, by engaging in the conduct described above, has committed deceptive acts and practices in the conduct of its business and has violated and continues to violate GBL Section 349. These violations occurred in whole or in substantial part in the State of New York. Morgan Stanley's unlawful course of business was devised, on information and belief, at Morgan Stanley's offices located in the State of New York

37. As a result of defendant's deceptive acts and practices, plaintiffs and all other class members have suffered, and will continue to suffer, substantial injuries and damages for which defendant is liable.

38. Unless enjoined from doing so, defendant will likely continue to violate this statute, for which violations plaintiffs have no adequate remedy at law.

AS AND FOR A SECOND CAUSE OF ACTION FOR FOR COMMON LAW FRAUD UNDER NEW YORK LAW

39. Plaintiffs repeat and reallege each of their previous allegations as though fully set forth herein.

40. Defendant owed plaintiffs and the Class a duty of full disclosure concerning the existence *vel non* of documents, including without limitation e-mails, that were relevant to the claims and/or defenses at issue in arbitration proceedings before the NASD and the NYSE. This duty arose from, *inter alia,* the NASD Code of Arbitration Procedure and the New York Stock Exchange Arbitration Rules.

41. To deceive arbitration claimants, Morgan Stanley engaged in a scheme and artifice to defraud, as a part of which Morgan Stanley, through its agents, made and/or participated in the making of misrepresentations and omissions of fact to plaintiffs and the Class concerning its e-mail records (as more fully alleged above) and destroyed e-mails that were potentially discoverable in pending arbitration cases.

42. The material misrepresentations and omissions of material facts alleged herein were made by defendant intentionally, with knowledge that they were false, to induce arbitration claimants to cease their efforts to require Morgan Stanley to produce pre-October 2001 e-mail. Additionally, on information and belief, defendant's misrepresentations to Class members were part of a larger scheme to mislead other litigants, regulators and government officials concerning Morgan Stanley's e-mail records in order to attempt to evade liability based on evidence contained in Morgan Stanley's e-mails. Defendant knew that plaintiffs and the Class were relying on its misrepresentations and omissions.

43. Plaintiffs and the Class relied on the uniform misrepresentations alleged at ¶¶ 24 and 30, *supra*. Additionally, plaintiffs and the Class can be deemed to have relied on Morgan Stanley's omission to disclose the existence of a backup copy of its pre-October 2001 e-mails in light of the uniform "half truth" representation made by Morgan Stanley that its e-mail servers were destroyed in the World Trade Center. This "half-truth" was rendered false and misleading by the defendant's omission to disclose that it had a near-complete backup copy of its pre-October 2001 e-mails, which it was able to restore to servers prior to October 2001.

44. As a direct and proximate result of the defendant's unlawful conduct, plaintiffs and the Class were damaged.

45. The unlawful conduct set forth in this cause of action constitutes a pattern of fraudulent conduct directed at the public generally. See Walker v. Sheldon, 10 N.Y.2d 401, 404, 223 N.Y.S.2d 488 (1961). Additionally, defendant acted with a culpable state of mind. Defendant's misstatements and omissions of material facts were made wantonly, wilfully, deliberately, intentionally, with an evil state of mind, with indifference to its civil obligations, with circumstances of aggravation and outrage, with wanton dishonesty, with conscious disregard of the rights of others, and in a manner that was morally culpable to an extreme degree. Punitive damages are therefore appropriate.

AS AND FOR A THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT UNDER NEW YORK LAW

46. Plaintiffs repeat and reallege each of their previous allegations as though fully set forth herein.

47. Defendant Morgan Stanley entered into standardized written customer account agreements with plaintiffs and other members of the Class.

48. Pursuant to these standardized agreements, Morgan Stanley represented and agreed that it would comply with the rules and regulations of the NYSE, the NASD and the SEC, as well as applicable law.

49. Specifically, Morgan Stanley was subject to a regulatory as well as contractual requirement that it comply with the following rules, among others, during the Class Period:

a. The NASD Code of Arbitration Procedure;

b. the New York Stock Exchange Arbitration Rules;

c. NASD Conduct Rule 2110 (requiring members to at all times adhere to good business practices in the conduct of their business affairs);

d. NYSE Rule 476(a)(6) (prohibiting members from engaging in practices that constitute conduct inconsistent with just and equitable principles of trade); and

e. SEC Rule 17a-3 and 17a-4, 17 C.F.R. § 240.17a-3 *et seq.* (requiring Morgan Stanley to maintain most of its business records (including e-mail) for 3 years.

50. Defendant Morgan Stanley breached its standardized written customer agreements with plaintiffs and the Class by violating the rules of the NASD, NYSE and SEC as alleged herein.

51. As a direct and proximate result of defendant's breaches of contract, plaintiffs and the Class have suffered substantial damages.

PUNITIVE DAMAGES

52. Defendant's actions described above were performed willfully, intentionally and with reckless disregard for the rights of plaintiffs, the Class, and the public. Accordingly, plaintiffs and the Class seek and are entitled to punitive or exemplary damages in connection with their common law fraud claim in an amount to be determined at trial.

JURY DEMAND

53. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs respectfully request that this Court enter judgment granting the following relief:

A. Enjoining defendant and its agents, servants, officers, directors, employees, and all persons acting in concert with them, directly or indirectly, from engaging in unlawful and deceptive trade practices;

B. awarding damages in an amount to be determined at trial, in a sum equal to plaintiffs' actual damages, or fifty dollars, whichever is greater, for each separate violation of deceptive trade practices and false advertising laws alleged herein, pursuant to GBL Sec. 349(h);

C. ordering defendant to disgorge profits gained through its unlawful conduct;

D. ordering defendant to make restitution to plaintiffs, including payment of sums equal to the filing fees and forum fees paid by Class members in connection with arbitration proceedings against Morgan Stanley;

E. awarding punitive damages in connection with plaintiffs' common law fraud claim, in an amount sufficient to punish defendant and to deter future conduct;

F. awarding reasonable attorneys' fees, together with costs and disbursements, pursuant to GBL Secs. 340.5 and 349(h); and

G. granting such other legal or equitable relief, including costs and attorneys' fees, as the Court deems just and equitable.

Dated: New York, New York
May 14, 2007

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