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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE**

**DAVID EHRMAN, individually and on behalf  
of all others similarly situated,**

**Plaintiff,**

**v.**

**COX COMMUNICATIONS, INC. and DOES 1  
through 25,**

**Defendants.**

**Case No.: 30-2018-00992300-CU-MC-CXC**

**Assigned to the Honorable William Claster  
Dept. CX-102**

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff DAVID EHRMAN ("Plaintiff"), brings this action against Defendants COX  
2 COMMUNICATIONS, INC., and DOES 1 through 25 (collectively, "Defendants"), and alleges as  
3 follows:

4 **JURISDICTION & VENUE**

5 1. This action is brought by Plaintiff individually and on behalf of a class of similarly  
6 situated consumers in California during the relevant time periods. The Court has general jurisdiction  
7 over this action under Code Civ. Proc., § 410.10. The amounts of damages sought by Plaintiff exceed  
8 the jurisdictional minimum and will be established according to proof at trial.

9 2. Venue is proper under Code Civ. Proc., §§ 395 and 395.5, because one or more  
10 Defendants resides in this county and because a substantial portion of the events forming the basis of  
11 this action occurred in this county.

12 **PARTIES**

13 3. Plaintiff DAVID EHRMAN is a resident of California. Plaintiff is a consumer who has  
14 in the past and currently receives and pays for residential Internet services from Defendants. Plaintiff  
15 has purchased and continues to purchase Defendants' residential Internet services in reliance on  
16 Defendants' advertisements and related statements concerning the speed, functionality, and reliability  
17 of Defendants' residential Internet services. Plaintiff currently pays for Defendants' "Ultimate" Internet  
18 service plan. Plaintiff and his family and friends typically connect to the Internet at Plaintiff's home  
19 using multiple Internet-capable devices, most of which rely on a wireless or "WiFi" Internet connection.  
20 Plaintiff and his family and friends perform numerous activities using Defendants' residential Internet  
21 services, including using the Internet for work, social, educational, and entertainment purposes, and  
22 downloading and uploading content and streaming videos. Plaintiff pays more money for higher speed  
23 Internet services because he and his family want (and in some instances need) to achieve higher Internet  
24 speeds than Plaintiff believes Defendants' plans that promise lower Internet speeds will provide.

25 4. Defendant COX COMMUNICATIONS, INC. is a corporation doing business in  
26 California. COX COMMUNICATIONS, INC. provides, among other things, residential Internet  
27 services to Plaintiff and other consumers in California.  
28



1 a residential consumer may perform, the higher the Internet speeds Defendants recommend and try to  
2 sell to consumers. For example, if a residential consumer may connect up to seven devices (e.g., four  
3 smartphones, two tablets, and a laptop computer) and stream videos or conduct video conference calls  
4 for work, Defendants recommend the “Ultimate” Internet plan that promises 300 mpbs will satisfy the  
5 consumer’s Internet needs.

6 10. Defendants’ advertisements and related statements typically, but not always, identify an  
7 “up to” speed. Defendants then strongly suggest that consumers can expect to consistently achieve the  
8 advertised “up to” speeds on all of their Internet-capable devices by describing the performance of the  
9 Internet services as “fast,” “blazing-fast,” and “reliable” so that consumers will “always have access”  
10 to the Internet throughout their homes. Defendants emphasize the wireless capabilities of their Internet  
11 services and use advertisements that feature handheld devices such as smartphones, tablets, and laptop  
12 computers using WiFi to connect to the Internet. Defendants reinforce consumers’ impressions of  
13 Defendants’ Internet services by telling consumers they need higher speeds to connect multiple devices  
14 or perform certain online activities, and Defendants then recommend a more expensive package that  
15 they say is designed to meet the consumers’ needs.

16 11. Defendants know their advertisements and related statements are false and misleading,  
17 and they know they are omitting material information from their representations that would impact  
18 consumers’ evaluations and purchasing decisions. Defendants know that no consumers will *reliably*  
19 *achieve* the “up to” speeds they are promised, and that most consumers will *never achieve* the “up to”  
20 speeds. Defendants know most consumers will not even approach speeds near the “up to” speed. This  
21 is because Defendants’ “up to” speeds are based on the maximum potential for wired Internet  
22 connections used in an environment that is very different from how consumers typically use residential  
23 Internet services.

24 12. Defendants intentionally do not disclose in their advertisements that only a limited subset  
25 of consumers who use wired connections under specific conditions will ever achieve the “up to” speeds.  
26 Defendants also intentionally do not disclose that their wireless services are functionally incapable of  
27 providing the “up to” speeds to consumers, and that any consumers who are using a wireless device  
28 (e.g., smartphone, tablet, laptop computer) will never or rarely come close to achieving the “up to”

1 speeds under any conditions and will typically top-out at less than half of the promised Internet speeds.  
2 Consumers' functional incapability to reliably achieve the "up to" speeds they are buying are based on  
3 Defendants' equipment, infrastructure, and oversubscription to their Internet services that Defendants  
4 know cannot reliably deliver the promised Internet speeds to their customers, especially in the manner  
5 in which Defendants advertise such speeds to residential customers who rely primarily on wireless  
6 devices.

7 13. Defendants' advertisements never tell consumers who do not own any wired equipment  
8 (e.g., a desktop computer directly connected to a modem/router via an Ethernet cable), or consumers  
9 who own devices that may be capable of being wired but are used as wireless devices (e.g., a laptop  
10 computer or smart television), that they will never or almost never achieve the "up to" speeds under  
11 normal conditions. This is true no matter how many wireless devices are connected, how such devices  
12 are used, or when the speeds are tested (e.g., outside of peak hours).

13 14. Defendants intentionally recommend high speed, high price plans and tout the "up to"  
14 speeds. Defendants promise reliable performance that will meet the consumers' needs. Defendants  
15 direct their advertisements primarily to consumers who use handheld devices and wireless Internet  
16 connections. Yet, based on Defendants' insufficient infrastructure, overcrowded bandwidth, and  
17 underperforming equipment, Defendants know such consumers will rarely, if ever, achieve the Internet  
18 speeds they are paying for. Even with this knowledge, Defendants intentionally do not change their  
19 advertisements and related statements and continue to omit material information that would affect  
20 consumers' purchasing decisions.

21 15. As a consumer who purchases residential Internet services from Defendants, Plaintiff has  
22 relied on Defendants' promises that he is not entering into a contract by purchasing their services and  
23 that he will reliably achieve higher Internet speeds at or near the "up to" speed on all of his and his  
24 family's devices. Plaintiff has never achieved at or near the "up to" speed he pays for using wireless  
25 devices, however, and he has rarely, if ever, achieved the "up to" speed he pays for using wired  
26 equipment. Plaintiff pays a premium over what he would otherwise pay for Defendants' services based  
27 on the reasonable expectation that he would consistently receive Defendants' advertised Internet speeds  
28 and reliability and would not be bound by contract terms.

**CLASS ACTION ALLEGATIONS**

16. Plaintiff brings this action as a class action under Cal. Code Civ. Proc. § 382 on behalf of all consumers in California who paid for Defendants' residential Internet services within four years from the date this action was filed.

17. The members of the class are so numerous that joinder of all class members is impracticable. Plaintiff estimates that there are at least tens of thousands of putative class members.

18. Plaintiff reserves the right to amend the following class definition, and propose appropriate subclasses, before the Court determines whether class certification is appropriate, or thereafter upon leave of Court:

**Proposed Class**

All individual consumers in California who purchased Defendants' residential Internet services during the relevant time period.

19. Excluded from the proposed class are Defendants and their parents, subsidiaries, affiliates, officers, directors, and current and former employees; all consumers who make a timely election to be excluded from this proceeding using the correct opt-out protocol; any and all federal, state, or local governments; and all judges assigned to hear any aspect of this litigation and their immediate family members.

20. Common questions of law and fact exist include, but are not limited to:

- a. whether Defendants made false, misleading, deceptive, untrue, or unfair statements in their advertisements related to residential Internet speeds and reliability;
- b. whether Defendants omitted material information from their advertisements and related statements related to residential Internet speeds and reliability;
- c. whether Defendants advertised "no contract" services but still sought to impose contracts on consumers;
- d. whether Defendants properly disclosed that their network, infrastructure, and/or equipment was incapable of consistently supporting the promised Internet speeds, reliability, and performance; and
- e. whether Defendants' conduct was knowing and intentional.





1 c. Defendants' promised Internet speeds would let consumers connect multiple devices at  
2 the same time and engage in numerous Internet activities, including but not limited to  
3 video streaming, without sacrificing performance; and

4 d. Consumers could purchase Defendants' Internet services with "no contract."

5 29. Defendants' representations were and continue to be false and misleading. Defendants  
6 knew or should have known that their representations were false and misleading based on Defendants'  
7 knowledge of their network, infrastructure, and equipment capabilities and the differences between  
8 wired and wireless Internet connections. Alternatively, Defendants made such representations, omitted  
9 material information from such representations, and continue to make such representations and  
10 omissions, negligently and without reasonable grounds to believe such representations are true.

11 30. Defendants made such representations, omitted material information from such  
12 representations, and continue to make such representations and omissions, with the express intention of  
13 inducing Plaintiff and similarly situated consumers to rely on such representations and take action based  
14 thereon. Specifically, Defendants intended Plaintiff and similarly situated consumers to purchase  
15 Defendants' Internet services.

16 31. Plaintiff and similarly situated consumers relied on and took action based on Defendants'  
17 false and misleading representations and material omissions, including by purchasing Defendants'  
18 Internet services and paying a premium for Defendants' Internet services. Plaintiff and other consumers  
19 continue to rely on Defendants' false and misleading representations and material omissions and  
20 continue to pay for services which Defendants are not providing. Plaintiff and similarly situated  
21 consumers would not have taken such action had they not believed Defendants' false and misleading  
22 representations and material omissions, and would not continue to pay for these services at all or at the  
23 same price if the truth were disclosed.

24 32. Plaintiff and similarly situated consumers suffered harm as a direct result of their reliance  
25 on Defendants' false and misleading representations and material omissions, and will continue to  
26 suffer harm in the future. Plaintiff, individually and on behalf of all similarly situated consumers in  
27 California, seeks: individual, representative, and public injunctive relief requiring Defendants to cease  
28 and correct all false and misleading representations and material omissions concerning Internet speeds



1 and reliability and “no contract” offers; actual damages; punitive damages to punish and deter  
2 Defendants’ wrongful conduct; and costs and attorneys’ fees under Cal. Civ. Code § 1021.5.

3 **Count Two**

4 **Violation of False Advertising Law, Cal Bus. & Prof. Code § 17500 *et seq.***

5 33. Plaintiff incorporates all prior paragraphs.

6 34. Defendants have intentionally made and disseminated statements and have included  
7 material omissions, and they continue to make such statements and omissions, to Plaintiff, Class  
8 members, and the general public concerning Defendants’ Internet services, as well as circumstances and  
9 facts connected to such services, which are untrue and misleading, and which are known (or which by  
10 the exercise of reasonable care should be known) to be untrue or misleading. Defendants have also  
11 intentionally made or disseminated such untrue or misleading statements and have included material  
12 omissions, and they continue to make such statements and omissions, to Plaintiff, Class members, and  
13 the public as part of a plan or scheme with intent not to sell those services as advertised, and they  
14 continue to engage in that plan or scheme.

15 35. Defendants’ untrue and misleading statements include but are not limited to:

- 16 a. Consumers can achieve speeds of 30 mbps, 100 mbps, 150 mpbs, 300 mpbs, and 1000  
17 mbps, and similar advertised Internet speeds;
- 18 b. Consumers will receive speeds that are “fast,” “blazing fast,” and “reliable” based on  
19 Internet performance that would ensure consumers “always have access” throughout  
20 their homes;
- 21 c. Defendants’ promised Internet speeds would let consumers connect multiple devices at  
22 the same time and engage in numerous Internet activities, including but not limited to  
23 video streaming, without sacrificing performance; and
- 24 d. Consumers could purchase Defendants’ Internet services with “no contract.”

25 36. Defendants made these statements and substantially similar ones willfully and  
26 intentionally, knowing they were false and misleading, and they continue to make these and  
27 substantially similar false and misleading statements willfully and intentionally. Defendants knew or  
28 should have known that their statements were false and misleading based on Defendants’ knowledge of

1 their network, infrastructure, and equipment capabilities and the differences between wired and wireless  
2 Internet connections.

3 37. Each of these statements and omissions, and substantially similar statements and  
4 omissions, constitute false and deceptive advertisements under the False Advertising Law, Cal. Bus. &  
5 Prof. Code § 17500 *et seq.* (“FAL”). Plaintiff and similarly situated consumers were deceived and  
6 continue be deceived by Defendants’ statements and omissions, and there is a strong probability that  
7 Class members and members of the public were also or are likely to be deceived as well. Any reasonable  
8 consumer would be misled by Defendants’ false and misleading statements and material omissions.

9 38. Plaintiff and similarly situated consumers relied on and took action based on Defendants’  
10 false and misleading statements and material omissions, including by purchasing Defendants’ Internet  
11 services and paying a premium for Defendants’ Internet services. Plaintiff and other consumers continue  
12 to rely on Defendants’ false and misleading statements and material omissions and continue to pay for  
13 services which Defendants are not providing. Plaintiff and similarly situated consumers would not have  
14 taken such action had they not believed Defendants’ false and misleading statements and material  
15 omissions, and would not continue to pay for these services at all or at the same price if the truth were  
16 disclosed.

17 39. Plaintiff and similarly situated consumers lost money or property as a direct result of  
18 their reliance on Respondents’ false and misleading statements and omissions, and will continue to  
19 suffer the same or similar harm in the future. Plaintiff, individually and on behalf of all similarly situated  
20 consumers, seeks individual, representative, and public injunctive relief requiring Defendants to cease  
21 and correct all false and misleading statements and material omissions concerning Internet speeds and  
22 reliability and “no contract” offers; restitution that will restore the full amount of their money or  
23 property; disgorgement of Defendants’ relevant profits and proceeds; and reasonable costs and  
24 attorneys’ fees under Cal. Civ. Code § 1021.5.

### 25 **Count Three**

#### 26 **Violation of Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.***

27 40. Plaintiff incorporates all prior paragraphs.  
28

1           41. Defendants have engaged in unfair and deceptive acts and practices that constitute false  
 2 and misleading advertising under the Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*  
 3 (“CLRA”). Defendants’ unlawful acts and practices include but are not limited to:

- 4           a. Representations that Defendants would provide Internet services where consumers can  
 5 achieve speeds of 30 mbps, 100 mbps, 150 mpbs, 300 mpbs, and 1000 mbps, and similar  
 6 advertised Internet speeds;
- 7           b. Representations that the Internet speeds consumers will receive are “fast,” “blazing fast,”  
 8 and “reliable” based on Internet performance that would ensure consumers “always have  
 9 access” throughout their homes;
- 10          c. Representations that Defendants’ promised Internet speeds would let consumers connect  
 11 multiple devices at the same time and engage in numerous Internet activities, including  
 12 but not limited to video streaming, without sacrificing performance; and
- 13          d. Representations that consumers could purchase Defendants’ Internet services with “no  
 14 contract.”

15           42. Each of Defendants’ representations and substantially similar representations constitute  
 16 false and misleading advertising and violate the CLRA by:

- 17          a. Representing that their Internet services have characteristics, uses, and benefits which  
 18 they do not have, in violation of Section 1770(a)(5);
- 19          b. Representing that their Internet services are of a particular standard, quality, or grade, or  
 20 that goods are of a particular style or model, if they are of another, in violation of Section  
 21 1770(a)(7);
- 22          c. Advertising their Internet services with intent not to sell them as advertised, in violation  
 23 of Section 1770(a)(9);
- 24          d. Representing that a transaction with them confers or involves rights, remedies, or  
 25 obligations which it does not have or involve, in violation of Section 1770(a)(14); and
- 26          e. Representing that the subject of a transaction with them has been supplied in accordance  
 27 with a previous representation when it has not, in violation of Section 1770(a)(16).

28           43. Defendants’ acts and practices were knowing and intentional.

44. Plaintiff and similarly situated consumers relied on these and substantially similar representations and material omissions to their detriment, including by purchasing Defendants' Internet services but not receiving speeds, reliability, and terms they were promised, and by paying more for Defendants' Internet services than they would have had Defendants' advertisements, representations, and terms been truthful, accurate, and complete. Defendants knew or should have known that their statements were false and misleading based on Defendants' knowledge of their network, infrastructure, and equipment capabilities and the differences between wired and wireless Internet connections.

45. Under Sections 1780 and 1781 of the CLRA, Plaintiff, individually and on behalf of all similarly situated consumers, seeks individual, representative, and public injunctive relief requiring Defendants to cease and correct all of their unlawful methods, acts, and practices; damages; restitution that will restore the full amount of their money or property; disgorgement of Defendants' relevant profits and proceeds; and reasonable costs and attorneys' fees.

46. Concurrently with the filing of this action, Plaintiff has filed an affidavit in support of this action stating facts showing that the action has been commenced in a county or judicial district that constitutes a proper place for the trial of this action. *See Exhibit 1*. On May 8, 2018, Plaintiff gave Defendants written notice by certified mail, return receipt requested, to the address provided by Defendants, of the alleged violations of Section 1770 of the CLRA and demanded that Defendants correct or otherwise rectify the services alleged to be in violation of Section 1770. *See Exhibit 2*. Defendants have not identified or made a reasonable effort to identify all similarly situated consumers; have not notified such consumers that they will correct or otherwise remedy the unlawful acts and practices upon request; have not agreed to make such correction or offer such remedy within a reasonable time; and have not ceased from engaging in the unlawful acts and practices.

### Count Four

**Violation of Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.***

47. Plaintiff incorporates all prior paragraphs.

48. Defendants have engaged in unlawful, unfair, and fraudulent business acts and practices, and unfair, deceptive, untrue, and misleading advertising that constitutes false and misleading advertising under the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”).

1           49. Defendants are each a “person” under Section 17021.

2           50. Defendants’ acts, practices, and advertisements that violate the UCL include but are not  
3 limited to:

4           a. Making representations that Defendants would provide Internet services where  
5 consumers can achieve speeds of 30 mbps, 100 mbps, 150 mpbs, 300 mpbs, and 1000  
6 mbps, and similar advertised Internet speeds;

7           b. Making representations that the Internet speeds consumers will receive are “fast,”  
8 “blazing fast,” and “reliable” based on Internet performance that would ensure  
9 consumers “always have access” throughout their homes;

10          c. Making representations that Defendants’ promised Internet speeds would let consumers  
11 connect multiple devices at the same time and engage in numerous Internet activities,  
12 including but not limited to video streaming, without sacrificing performance; and

13          d. Making representations that consumers could purchase Defendants’ Internet services  
14 with “no contract.”

15          51. Each of these representations and substantially similar representations are unlawful,  
16 unfair, fraudulent, deceptive, and untrue and violate the UCL. Each of these representations and  
17 substantially similar representations are further unlawful, fraudulent, deceptive, and untrue because  
18 Defendants intentionally omitted material information within its knowledge concerning the Internet  
19 speeds and reliability and terms underlying its services.

20          52. Defendants took these acts and practices and made their representations and omissions  
21 knowingly and intentionally, intending that Plaintiff and other consumers would rely on them and take  
22 action. Defendants knew or should have known that their representations were false and misleading  
23 based on Defendants’ knowledge of their network, infrastructure, and equipment capabilities and the  
24 differences between wired and wireless Internet connections.

25          53. Plaintiff and similarly situated consumers relied on and took action based on Defendants’  
26 unlawful, unfair, fraudulent, deceptive, and untrue acts, practices, and advertisements and related  
27 representations and omissions and suffered actual harm and lost money or property as a result, including  
28 by purchasing Defendants’ Internet services and paying a premium for Defendants’ Internet services.

1 Plaintiff and other consumers continue to rely on Defendants' unlawful, unfair, fraudulent, deceptive,  
 2 and untrue acts, practices, and advertisements and related representations and omissions by continuing  
 3 to pay for services which Defendants are not providing, hoping Defendants' services will fulfill their  
 4 promises. Plaintiff and similarly situated consumers would not have taken such action had they not  
 5 believed Defendants' false and misleading statements and material omissions, and would not continue  
 6 to pay for these services at all or at the same price if the truth were disclosed.

7 54. Defendants' actions described above constitute common law fraud and violate the FAL  
 8 and CLRA and are therefore unlawful under the UCL.

9 55. As a result of Defendants' unlawful and unfair acts and practices, they have reaped and  
 10 continue to reap unfair benefits and illegal profits at the expense of Plaintiff and other nonexempt  
 11 employees.

12 56. Plaintiff, individually and on behalf of similarly situated consumers, seeks individual,  
 13 representative, and public injunctive and declaratory relief requiring Defendants to cease and correct all  
 14 of their unlawful acts, practices, and advertisements; restitution that will restore the full amount of their  
 15 money or property; disgorgement of Defendants' relevant profits and proceeds; and reasonable costs  
 16 and attorneys' fees under Cal. Civ. Code § 1021.5.

#### 17 **Count Five**

#### 18 **Restitution and Unjust Enrichment**

19 57. Plaintiff incorporates all prior paragraphs.

20 58. Alternatively to the claims stated above, Plaintiff and similarly situated consumers are  
 21 equitably entitled to recover from Defendants based on Defendants' inequitable and deceptive acts and  
 22 practices that included falsely advertising their Internet services.

23 59. Plaintiff and similarly situated consumers conferred specific economic benefits upon  
 24 Defendants in the form of payments for Internet services that were not actually provided. Defendants  
 25 knowingly accepted and retained such benefits but failed to provide the services as advertised and  
 26 required by law. Plaintiff and similarly situated consumers reasonably expected to receive services as  
 27 advertised and not be subjected to Defendants' unlawful and inequitable practices.

28 60. Defendants were unjustly enriched by the benefits in the amounts of the payments they

1 received from Plaintiff's and similarly situated consumers in exchange for Internet services the  
 2 consumers did not receive and Defendants did not provide. It would be unjust and unconscionable to  
 3 permit Defendants to be so enriched and continue to be enriched in the future.

4 61. Defendants should be required to disgorge all amounts that they have been unjustly  
 5 enriched, and Plaintiff and similarly situated consumers should recover such amounts, with interest, as  
 6 restitution.

7 62. Plaintiff, individually and on behalf of all class members similarly situated, seek  
 8 individual, representative, and public injunctive relief and any other necessary orders or judgments that  
 9 will prevent Defendants' unlawful and inequitable conduct from continuing; restitution that restores the  
 10 full amount of their money or property; disgorgement of Defendants' related profits and proceeds; and  
 11 reasonable costs and attorneys' fees under Cal. Civ. Code § 1021.5.

#### 12 **Count Six**

#### 13 **Declaratory and Injunctive Relief**

14 63. Plaintiff incorporates all prior paragraphs.

15 64. An actual controversy between Plaintiff and Defendants exists concerning their  
 16 respective legal rights and obligations related to Defendants' residential Internet services for purposes  
 17 of California Code of Civil Procedure sections 1060 through 1062.

18 65. Plaintiff requests that the Court adjudicate and declare that Plaintiff and similarly situated  
 19 consumers in California have a right to view and rely upon truthful advertising; that Defendants have  
 20 an obligation to ensure all of their advertisements and related statements and representations are truthful,  
 21 complete, and not misleading; that Defendants have an obligation not to advertise that their services  
 22 have "no contracts" associated with them if Defendants in fact seek to impose contracts on their  
 23 consumers; that Defendants cannot enforce any alleged contract terms against consumers where  
 24 Defendants represented that their services had "no contracts;" that Defendants have an obligation not to  
 25 advertise Internet speeds that they know or reasonably should know consumers are unlikely to  
 26 consistently or reliably achieve; and that Defendants have an obligation to train their personnel not to  
 27 misrepresent Defendants' Internet services and not to avoid presenting consumers with truthful,  
 28 complete, and accurate information.



5           67. Plaintiff, individually and on behalf of all class members similarly situated, seeks  
6 individual, representative, and public declaratory and injunctive relief and any other necessary orders  
7 or judgments that will declare the parties' respective legal rights and obligations and that will prevent  
8 Defendants from continuing to ignore their legal obligations and consumers' legal rights. Plaintiff  
9 further seeks his reasonable costs and attorneys' fees under Cal. Civ. Code § 1021.5.

11 WHEREFORE, Plaintiff, individually and on behalf of all similarly situated consumers in  
12 California, prays for the following relief:

16 C. An award of actual, statutory, and punitive damages;

20 E. Restitution and disgorgement;

22 G. Reasonable costs and attorneys' fees; and

25 Dated: June 15, 2018

27 *Counsel for Plaintiff and the Proposed Class*

**JURY TRIAL DEMANDED**

Plaintiff demands a trial by jury of all issues triable by jury.

Dated: June 15, 2018

SODERSTROM LAW PC

By: /s/ Jamin S. Soderstrom

*Counsel for Plaintiff and the Proposed Class*