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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

IAN CARISI, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

EVENTS AND ADVENTURES CALIFORNIA
and ADVENTURES NORTHWEST, INC.

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Ian Carisi (“Plaintiff”) brings this action on behalf of himself and all others similarly
 2 situated against Defendants Events and Adventures California and Adventures Northwest, Inc.
 3 (“Defendants”). Plaintiff makes the following allegations pursuant to the investigation of his
 4 counsel and based upon information and belief, except as to the allegations specifically pertaining
 5 to himself, which are based on personal knowledge.

6 FACTS COMMON TO ALL CAUSES OF ACTION

7 1. Defendants Events and Adventures California and Adventures Northwest, Inc. have
 8 made the unconscionable decision to keep charging its tens of thousands of customers monthly
 9 membership fees while cancelling 100 percent of their in-person “events and adventures” as the
 10 novel coronavirus, COVID-19, rages throughout the world and the United States economy has
 11 gone into a deep recession.

12 2. Defendants operate a members-only “singles” event company that hosts and
 13 organizes *in person* events for singles looking to meet other singles *in person* through group
 14 outings - such as, *e.g.*, white water rafting or wine tasting. Both Defendants do business as “Events
 15 and Adventures.” As the d/b/a implies, the entire premise of Events and Adventures is to host
 16 events where members can meet *in person*, as opposed to other singles meet-up services that
 17 connect members virtually. For instance, before Defendants cancelled all of their in person events,
 18 the main page of Defendants’ website summed up their business as follows:

19 **Get Out. Have Fun. Meet Someone!**

20 ***Meet a Community of Dynamic Singles and Get Together for Group
 21 Social Events***

22 ***We’re an invitation-only social club for singles like you that want to live
 23 life to the fullest. Why stay home or chance online matchups when you
 can join Events & Adventures?***

24 In a group, there’s no pressure, everyone relaxes, and you can be yourself.
 25 Each month is packed with over 30 great events of all kinds – from casual
 hangouts to local adventures to world travel.

26 ***We meet all our prospective members in person***, and becoming a member
 27 is very simple. ***First***, just fill out the form! ***Next***, you’ll schedule a time to
 28

1 *meet us at our local office* and learn more about the club. After we meet
2 with you in person, you can become a member and start enjoying events!¹

3 3. When prospective members wanted to proceed with an application, Defendants’
4 website reinforced that the sole purpose of signing up was to meet people in person, stating:

5 Don’t spend another weekend on the couch with Netflix or commenting on
6 your friends’ social media posts. It’s a New Year! New friends! Make your
7 2020 New Year’s resolution to join Events & Adventures! We are an
8 invitation-only club of people like you spending time together and having
9 fun. Let Events & Adventures do all the work for you. Make 2020 the year
10 you get out, have fun, and maybe mee that special someone!²

11 4. Defendants’ public facing advertising, such as its website, was filled with pictures
12 of purported members outside or in social outings.

13 5. Defendant Adventures Northwest, Inc., d/b/a Events and Adventures operates in 12
14 cities nationwide, including in San Francisco, CA. Defendant Events and Adventures California is
15 the California subsidiary of Defendant Adventures Northwest, Inc., also d/b/a as Events and
16 Adventures operates in California. Although separate entities on paper, the two entities operate as
17 one, as Defendant Events and Adventures California is the agent of Adventures Northwest, Inc.
18 and both Defendants are alter egos of one another, even doing business under one name – Events
19 and Adventures. Defendant Adventures Northwest, Inc. has enforced the decision for its alter egos
20 and subsidiaries, including Defendant Events and Adventures California, to continue charging its
21 members monthly fees even though Defendants have cancelled all in person events.

22 6. To become a member at Events and Adventures and partake in their events,
23 customers are required to sign up for a contract for a set period of time either to be paid in full at
24 the time of activation or to be paid monthly. Prospective members are forced to provide
25 Defendants with their credit card, debit card, or bank account information such that Defendants can
26 and do charge members automatically at set times every month. Monthly fees are significant, and
27 can reach nearly \$200 per month.

28 7. Beginning in the middle of March, 2020, cities and states around the country started
 issuing “shelter in place” orders, effectively barring Defendants from hosting any in person events.

¹ See Exhibit 1.

² See Exhibit 2.

1 For instance, California issued a state-wide shelter in place order on March 19, 2020, meaning that
2 Defendants could not host any events for California members.³ However, Defendants continued
3 charging their tens of thousands of members monthly fees – at full price. Defendants are able to
4 unilaterally charge its tens of thousands of customers monthly fees without their consent, as it is in
5 possession of its customers’ debit card, credit card, or bank information. Thus, Defendants have
6 made the deliberate decision to bilk their customers out of millions of dollars while not providing
7 the sole services its members signed up and contracted to pay for – in person events. For instance,
8 Defendants claim to have 40,000 members nationwide. Plaintiff’s monthly dues are \$170.00 per
9 month. At that rate, Defendants will have fraudulently scammed its customers out of roughly \$6.8
10 million per month while not providing its customers with the sole reason they signed up for
11 membership – to attend in person events.

12 8. Plaintiff seeks relief in this action individually, and on behalf of all of Defendants’
13 customers nationwide that have paid or were charged fees while Defendants were not hosting in
14 person events in the customers’ area for Defendants’ violations of the California Consumer Legal
15 Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*, Unfair Competition Law (“UCL”), Bus. &
16 Prof. Code §§ 17200, *et seq.*, False Advertising Law (“FAL”), Bus. & Prof. Code §§ 17500, *et*
17 *seq.*, for breach of express warranties, negligent misrepresentation, fraud, unjust enrichment,
18 money had and received, conversion, and breach of contract.

19 PARTIES

20 9. Plaintiff Ian Carisi is a citizen of California, residing in Hayward. Mr. Carisi is a
21 current member of Events and Adventures, paying \$170.00 per month. Since the middle of March
22 2020, Defendants have not made available any in person events in California. However,
23 Defendants have continued charging Plaintiff electronically, and, upon inquiry, have
24 communicated to Plaintiff that Defendants will bill Plaintiff again for the month of April. Further,
25 Defendants have not refunded Plaintiff any part of his monthly fee for the duration of time that
26 Defendants have not made any in person events available. Plaintiff signed up for Defendants’

27 ³ See [https://www.kqed.org/science/1959566/california-gov-gavin-newsom-orders-state-to-shelter-](https://www.kqed.org/science/1959566/california-gov-gavin-newsom-orders-state-to-shelter-in-place)
28 [in-place](https://www.kqed.org/science/1959566/california-gov-gavin-newsom-orders-state-to-shelter-in-place) (last accessed 4/2/2020).

1 membership with the belief and on the basis that he would have access to in person events hosted
2 by Events and Adventures. Indeed, the contract Plaintiff and Defendant Events and Adventures
3 California executed on December 27, 2019, which, on information and belief, contains the same
4 relevant material terms as all of Defendants' contracts with its customers nationwide, states:

5 E&A will make available to you, as a Member of E&A, a minimum of fifteen
6 (15) activities or event each month provided you continue to pay your
7 Monthly Dues and remain eligible. Events will be announced in our
8 newsletter or by other means and materials. You will generally have a chance
9 to sign up for these activities or events on a first come, first served basis. You
10 understand that not all events and activities will always have enough
11 openings for all Members who wish to take part. The selection of activities
12 sponsored by E&A shall be made by E&A, at its' sole discretion. You
13 understand that some events require that you pay additional costs to partake
14 in certain activities, either in advance at the time you register for the activity,
15 or upon arrival at the event. You pay market price (often with market based
16 discounts) to attend most events.

17 ...
18 ... Payment of dues entitles you to notification of upcoming events and
19 attendance rights at events per your membership.

20 As discussed above, Defendants did not provide Plaintiff with access or ability to attend any in
21 person events once "shelter in place" orders were issued, and, further, Defendants have continued
22 billing Plaintiff and have not issued a refund.

23 10. Plaintiff would not have paid for the membership, or would not have paid for it on
24 the same terms, had he known that he would not have access to any of Defendants' in person
25 events and activities. Plaintiff continues to face imminent harm, as Defendants continue charging
26 their customers monthly fees while not hosting in person events.

27 11. Defendant Events and Adventures California is a California corporation, that lists its
28 entity address in Gilbert, Arizona on the California Secretary of State's website. However,
Defendant Events and Adventures California and Adventures Northwest, Inc. are headquartered in
Washington State. Defendant Events and Adventures California entered into the contract with
Plaintiff for the provision of in person events, and has continued charging Plaintiff and refused to
issue refunds despite the fact that it has not been providing in person events during the COVID-19
outbreak.

1 12. Defendant Adventures Northwest, Inc. is a Washington corporation, that lists its
2 entity address on the Washington Secretary of State's website at the same address in Gilbert,
3 Arizona as Defendant Events and Adventures California. However, like Defendant Events and
4 Adventures California, Defendant Adventures Northwest, Inc. is headquartered in Washington
5 State.

6 **JURISDICTION AND VENUE**

7 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A)
8 because this case is a class action where the aggregate claims of all members of the proposed class
9 are in excess of \$5,000,000, exclusive of interest and costs, and most members of the proposed
10 nationwide class are citizens of states different from the states of Defendants.

11 14. This Court has general jurisdiction over Defendants because they conduct
12 substantial business within California such that Defendants have significant, continuous, and
13 pervasive contacts with the State of California.

14 15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the challenged
15 fee practices have been committed in this District, and because Plaintiff resides and suffered the
16 alleged harm in this District.

17 **CLASS REPRESENTATION ALLEGATIONS**

18 16. Plaintiff brings this action as a class action under Federal Rule of Civil Procedure 23
19 on behalf of a Class consisting of all persons in the United States who were charged fees for a
20 period in which Defendants did not provide in person events.

21 17. Plaintiff also seek to represent a subclass defined as all members of the Class who
22 are California residents (the "California Subclass").

23 18. Plaintiff reserves the right to amend or modify the Class definition with greater
24 specificity or further division into subclasses or limitation to particular issues as discovery and the
25 orders of this Court warrant.
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1 19. Excluded from the Class are the Defendants, the officers and directors of the
2 Defendants at all relevant times, members of its immediate families and their legal representatives,
3 heirs, successors or assigns and any entity in which Defendants have or had a controlling interest.

4 20. Plaintiff is a member of the Class and California Subclass he seeks to represent.

5 21. Defendants have thousands of customers nationwide that have paid or were charged
6 fees while Defendants did not host any in person events. Accordingly, members of the Class are so
7 numerous that their individual joinder herein is impracticable. The precise number of Class
8 members and their identities are unknown to Plaintiff at this time but may be determined through
9 discovery. Class members may be notified of the pendency of this action by mail and/or
10 publication through the distribution records of Defendants.

11 22. Common questions of law and fact exist as to all Class members and predominate
12 over questions affecting only individual Class members. Common legal and factual questions
13 include, but are not limited to whether Defendants has breached their contract with their customers
14 and whether their actions are fraudulent and unlawful.

15 23. The claims of the named Plaintiff are typical of the claims of the Class in that the
16 named Plaintiff was exposed to Defendants' false and misleading advertising and was charged
17 membership fees despite not having access to any in person events or activities, and suffered losses
18 as a result.

19 24. Plaintiff is an adequate representative of the Class because Plaintiff's interests do
20 not conflict with the interests of the Class members Plaintiff seek to represent, Plaintiff has retained
21 competent counsel experienced in prosecuting class actions, and Plaintiff intends to prosecute this
22 action vigorously. The interests of Class members will be fairly and adequately protected by
23 Plaintiff and his counsel.

24 25. The class mechanism is superior to other available means for the fair and efficient
25 adjudication of the claims of the Class members. Each individual Class member may lack the
26 resources to undergo the burden and expense of individual prosecution of the complex and
27 extensive litigation necessary to establish Defendants' liability. Individualized litigation increases
28

1 the delay and expense to all parties and multiplies the burden on the judicial system presented by
2 the complex legal and factual issues of this case. Individualized litigation also presents a potential
3 for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer
4 management difficulties and provides the benefits of single adjudication, economy of scale, and
5 comprehensive supervision by a single court on the issue of Defendants' liability. Class treatment
6 of the liability issues will ensure that all claims and claimants are before this Court for consistent
7 adjudication of the liability issues.

8 **COUNT I**

9 **Violation of California's Consumers Legal Remedies Act,
10 California Civil Code §§ 1750, *et seq.*
11 (Injunctive Relief Only)**

12 26. Plaintiff hereby incorporates by reference the allegations contained in all preceding
13 paragraphs of this complaint.

14 27. Plaintiff brings this claim individually and on behalf of members of the proposed
15 Class against Defendants. Plaintiff also brings this claim individually and on behalf of members of
16 the proposed California Subclass against Defendants.

17 28. Plaintiff and Class members are consumers who paid fees to attend Defendants'
18 events for personal, family or household purposes. Plaintiff and the Class are "consumers" as that
19 term is defined by the CLRA in Cal. Civ. Code § 1761(d).

20 29. Defendants' provision of in person events that Plaintiff and Class members paid for
21 was a "service" within the meaning of Cal. Civ. Code § 1761(b).

22 30. Defendants' actions, representations, and conduct have violated, and continue to
23 violate the CLRA, because they extend to transactions that intended to result, or which have
24 resulted in, the sale of services to consumers.

25 31. Defendants' advertising that its customers would be able to attend in person events
26 upon paying a membership fee is false and misleading to a reasonable consumer, including
27 Plaintiff, because Defendants in fact stopped providing in person events while continuing to charge
28 its customers the full price of membership.

1 32. California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), prohibits
2 “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses,
3 benefits, or quantities which they do not have or that a person has a sponsorship, approval, status,
4 affiliation, or connection which he or she does not have.” By engaging in the conduct set forth
5 herein, Defendants violated and continue to violate Section 1770(a)(5) of the CLRA, because
6 Defendants’ conduct constitutes unfair methods of competition and unfair or fraudulent acts or
7 practices, in that Defendants misrepresent the particular characteristics, benefits and quantities of
8 the services.

9 33. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or services are of a
10 particular standard, quality, or grade, or that goods are of a particular style or model, if they are of
11 another. By engaging in the conduct set forth herein, Defendants violated and continue to violate
12 Section 1770(a)(7) of the CLRA, because Defendants’ conduct constitutes unfair methods of
13 competition and unfair or fraudulent acts or practices, in that Defendants misrepresent the
14 particular standard, quality or grade of the services.

15 34. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or services with
16 intent not to sell them as advertised.” By engaging in the conduct set forth herein, Defendants
17 violated and continues to violate Section 1770(a)(9), because Defendants’ conduct constitutes
18 unfair methods of competition and unfair or fraudulent acts or practices, in that Defendants
19 advertised services with the intent not to sell the services as advertised.

20 35. Plaintiff and the Class acted reasonably when they purchased Defendants’
21 membership on the belief that Defendants’ representations were true and lawful.

22 36. Plaintiff and the Class suffered injuries caused by Defendants because (a) they
23 would not have purchased or paid for Defendants’ memberships absent Defendants’
24 representations and omission of a warning that they would continue charging customers while all in
25 person events were unavailable; (b) they would not have purchased memberships on the same
26 terms absent Defendants’ representations and omissions; (c) they paid a price premium for
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1 Defendants' membership based on Defendants' misrepresentations and omissions; and (d)
2 Defendants' memberships did not have the characteristics, benefits, or quantities as promised.

3 37. Under California Civil Code § 1780(a), Plaintiff and members of the Class seek
4 injunctive and equitable relief for Defendants' violations of the CLRA. Plaintiff has mailed an
5 appropriate demand letter consistent with California Civil Code § 1782(a). If Defendants fail to
6 take corrective action within 30 days of receipt of the demand letter, Plaintiff will amend his
7 complaint to include a request for damages as permitted by Civil Code § 1782(d).

8 38. Wherefore, Plaintiff seeks injunctive and equitable relief for these violations of the
9 CLRA.

10 **COUNT II**
11 **Violation of California's Unfair Competition Law,
12 California Business & Professions Code §§ 17200, *et seq.***

13 39. Plaintiff hereby incorporates by reference the allegations contained in all preceding
14 paragraphs of this complaint.

15 40. Plaintiff brings this claim individually and on behalf of the members of the
16 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
17 members of the proposed California Subclass against Defendants.

18 41. Defendants are subject to California's Unfair Competition Law, Cal. Bus. & Prof.
19 Code §§ 17200, *et seq.* The UCL provides, in pertinent part: "Unfair competition shall mean and
20 include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
21 misleading advertising"

22 42. Defendants' advertising that its customers would be able to attend in person events
23 upon paying a membership fee is false and misleading to a reasonable consumer, including
24 Plaintiff, because Defendants in fact stopped providing in person events while continuing to charge
25 its customers the full price of membership.

26 43. Defendants' business practices, described herein, violated the "unlawful" prong of
27 the UCL by violating the CLRA and the FAL and other applicable law as described herein.
28

1 before the public in this state, ... in any advertising device ... or in any other manner or means
2 whatever, including over the Internet, any statement, concerning ... personal property or services,
3 professional or otherwise, or performance or disposition thereof, which is untrue or misleading and
4 which is known, or which by the exercise of reasonable care should be known, to be untrue or
5 misleading.”

6 51. Defendants engaged in a scheme of charging customers full monthly membership
7 fees while they did not provide in person events. Defendants’ advertising and marketing of its
8 services misrepresented and/or omitted the true content and nature of Defendants’ services.
9 Defendants’ advertisements and inducements were made in California and nationwide and come
10 within the definition of advertising as contained in Bus. & Prof. Code § 17500, *et seq.* in that the
11 promotional materials were intended as inducements to purchase memberships, and are statements
12 disseminated by Defendants to Plaintiff and Class members. Defendants knew that these
13 statements were unauthorized, inaccurate, and misleading.

14 52. Defendants’ advertising that its customers would be able to attend in person events
15 upon paying a membership fee is false and misleading to a reasonable consumer, including
16 Plaintiff, because Defendants in fact stopped providing in person events while continuing to charge
17 its customers the full price of membership.

18 53. Defendants violated § 17500, *et seq.* by misleading Plaintiffs and the Class to
19 believe that they would be charged fees only when they have access to Defendants’ in person
20 events.

21 54. Defendants knew or should have known, through the exercise of reasonable care
22 that its advertising of charging members fees for the provision of in person events is false and
23 misleading. Further, Defendants knew or should have known that it was breaching its contracts
24 with its customers and fraudulently charging fees when it continued charging fees while not
25 providing in person events.

26 55. Plaintiff and the Class lost money or property as a result of Defendants’ FAL
27 violation because (a) they would not have purchased or paid for Defendants’ memberships absent
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1 Defendants' representations and omission of a warning that they would continue charging
2 customers while all in person events were unavailable; (b) they would not have purchased
3 memberships on the same terms absent Defendants' representations and omissions; (c) they paid a
4 price premium for Defendants' membership based on Defendants' misrepresentations and
5 omissions; and (d) Defendants' memberships did not have the characteristics, benefits, or quantities
6 as promised.

7 **COUNT IV**
8 **Breach of Express Warranty**

9 56. Plaintiff hereby incorporate by reference the allegations contained in all preceding
10 paragraphs of this complaint.

11 57. Plaintiff brings this claim individually and on behalf of the members of the
12 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
13 the members of the proposed California Subclass against Defendants.

14 58. In connection with the sale of memberships, Defendants issue an express warranty
15 that members will have access to in person events.

16 59. Defendants' affirmation of fact and promise in Defendants' marketing, contracts,
17 and signage became part of the basis of the bargain between Defendants and Plaintiff and Class
18 members, thereby creating express warranties that the services would conform to Defendants'
19 affirmation of fact, representations, promise, and description.

20 60. Defendants breached their express warranty because Defendants continued charging
21 members full price while not providing in person events.

22 61. Plaintiff and the Class members were injured as a direct and proximate result of
23 Defendants' breach because: (a) they would not have purchased or paid for Defendants'
24 memberships absent Defendants' representations and omission of a warning that they would
25 continue charging customers while all in person events were unavailable; (b) they would not have
26 purchased memberships on the same terms absent Defendants' representations and omissions; (c)
27 they paid a price premium for Defendants' membership based on Defendants' misrepresentations
28

1 and omissions; and (d) Defendants' memberships did not have the characteristics, benefits, or
2 quantities as promised.

3 **COUNT V**
4 **Negligent Misrepresentation**

5 62. Plaintiff hereby incorporate by reference the allegations contained in all preceding
6 paragraphs of this complaint.

7 63. Plaintiff bring this claim individually and on behalf of the members of the proposed
8 Class against Defendants. Plaintiff also brings this claim individually and on behalf of the
9 members of the proposed California Subclass against Defendants.

10 64. As discussed above, Defendants misrepresented that they would provide in person
11 events to members. However, Defendants in fact charged full price for monthly memberships even
12 when it did not provide any in person events.

13 65. At the time Defendants made these representations, Defendants knew or should
14 have known that these representations were false or made them without knowledge of their truth or
15 veracity.

16 66. At an absolute minimum, Defendants negligently misrepresented and/or negligently
17 omitted material facts about its memberships and services.

18 67. The negligent misrepresentations and omissions made by Defendants, upon which
19 Plaintiff and Class members reasonably and justifiably relied, were intended to induce and actually
20 induced Plaintiff and Class members to purchase Defendants' memberships.

21 68. Plaintiff and Class members would not have purchased Defendants' memberships,
22 or would not have purchased the services on the same terms, if the true facts had been known.

23 69. The negligent actions of Defendants caused damage to Plaintiff and Class members,
24 who are entitled to damages and other legal and equitable relief as a result.

25 **COUNT VI**
26 **Fraud**

27 70. Plaintiff hereby incorporate by reference the allegations contained in all preceding
28 paragraphs of this complaint.

1 71. Plaintiff brings this claim individually and on behalf of the members of the
2 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
3 the members of the proposed California Subclass against Defendants.

4 72. As discussed above, Defendants misrepresented that they would provide in person
5 events. However, Defendants in fact charged full price for monthly memberships even though they
6 provided no in person events. These misrepresentations and omissions were made with knowledge
7 of their falsehood.

8 73. The misrepresentations and omissions made by Defendants, upon which Plaintiff
9 and Class members reasonably and justifiably relied, were intended and actually induced Plaintiff
10 and Class members to buy Defendants' memberships.

11 74. The fraudulent actions of Defendants caused damage to Plaintiff and Class
12 members, who are entitled to damages and other legal and equitable relief as a result.

13 **COUNT VII**
14 **Unjust Enrichment**

15 75. Plaintiff hereby incorporate by reference the allegations contained in all preceding
16 paragraphs of this complaint.

17 76. Plaintiff brings this claim individually and on behalf of the members of the
18 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
19 the members of the proposed California Subclass against Defendants.

20 77. Plaintiff and members of the Class conferred benefits on Defendants by paying, and
21 being charged, membership fees while Defendants did not provide any in person events.

22 78. Defendants have knowledge of such benefits.

23 79. Defendants have been unjustly enriched in retaining the revenues derived from
24 Plaintiff and Class members' membership fees. Retention of those moneys under these
25 circumstances is unjust and inequitable because Defendants are charging its customers full price
26 while not providing any in person events. These misrepresentations and charges caused injuries to
27 Plaintiffs and members of the Class because they would not have paid Defendants' membership
28 fees had the true facts been known.

1 80. Because Defendants’ retention of the non-gratuitous benefits conferred on them by
2 Plaintiff and members of the Class is unjust and inequitable, Defendants must pay restitution to
3 Plaintiff and members of the Class for their unjust enrichment, as ordered by the Court.

4 **COUNT VIII**
5 **Money Had and Received**

6 81. Plaintiff hereby incorporate by reference the allegations contained in all preceding
7 paragraphs of this complaint.

8 82. Plaintiff brings this claim individually and on behalf of the members of the
9 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
10 the members of the proposed California Subclass against Defendants.

11 83. Defendants received money in the form of membership fees that was intended to be
12 used for the benefit of Plaintiff and the Class, those membership fees were not used for the benefit
13 of Plaintiff and the Class, and Defendants have not given back or refunded the wrongfully obtained
14 money and membership fees to Plaintiff and the Class.

15 84. Defendants obtained money in the form of membership fees that was intended to be
16 used to provide access to in person events to Plaintiff and the Class. However, Defendants have
17 retained all of the membership fees while not providing any in person events.

18 **COUNT IX**
19 **Conversion**

20 85. Plaintiff hereby incorporates by reference the allegations contained in all preceding
21 paragraphs of this complaint.

22 86. Plaintiff brings this claim individually and on behalf of the members of the
23 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
24 the members of the proposed California Subclass against Defendants.

25 87. Plaintiff and members of the Class had a right to retain their membership fees while
26 Defendants did not provide access to in person events; Defendants intentionally charged Plaintiff’s
27 and Class members’ debit and credit cards in the full amount of the monthly membership fees
28 while Defendants did not offer in person events; Plaintiff and Class members did not consent to

1 Defendants' charging of their debit and credit cards while Defendants did not provide access to in
2 person events; Plaintiff and Class members were harmed through Defendants' charging of their
3 debit and credit cards; Defendants' conduct was a substantial factor in causing Plaintiff and Class
4 members' harm.

5 **COUNT X**
6 **Breach of Contract**

7 88. Plaintiff hereby incorporate by reference the allegations contained in all preceding
8 paragraphs of this complaint.

9 89. Plaintiff brings this claim individually and on behalf of the members of the
10 proposed Class against Defendants. Plaintiff also brings this claim individually and on behalf of
11 the members of the proposed California Subclass against Defendants.

12 90. Defendants entered into contracts with Plaintiff and Class members to provide
13 access to in person events in exchange for the payment of membership fees. Defendants have
14 breached these contracts by continuing to charge Plaintiff and Class members' debit and credit
15 cards while not providing access to in person events. Plaintiff and Class members have suffered an
16 injury through the payment of membership fees while not having access to in person events.

17 **PRAAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks
19 judgment against Defendants, as follows:

- 20 a) For an order certifying the Class under Rule 23 of the Federal Rules of Civil
21 Procedure and naming Plaintiff as representative of the Class and Plaintiff's
22 attorneys as Class Counsel to represent the Class members;
- 23 b) For an order certifying the California Subclass under Rule 23 of the Federal Rules
24 of Civil Procedure and naming Plaintiff as representative of the California Subclass
25 and Plaintiff's attorneys as Class Counsel to represent the California Subclass
26 members;
- 27 c) For an order declaring that Defendants' conduct violates the statutes and laws
28 referenced herein;

- 1 d) For an order finding in favor of Plaintiff, the Class, and the California Subclass, on
2 all counts asserted herein;
- 3 e) For compensatory and punitive damages in amounts to be determined by the Court
4 and/or jury;
- 5 f) For prejudgment interest on all amounts awarded;
- 6 g) For an order of restitution and all other forms of equitable monetary relief;
- 7 h) For injunctive relief as pleaded or as the Court may deem proper; and
- 8 i) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and
9 expenses and costs of suit.

10 **DEMAND FOR TRIAL BY JURY**

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

12
13 Dated: April 2, 2020

Respectfully submitted,

14 **BURSOR & FISHER, P.A.**

15 By: /s/ Yeremey Krivoshey
Yeremey Krivoshey

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