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SAN LUIS OBISPO SUPERIOR COURT
 BY [Signature]
 M. Zapata, Deputy Clerk

Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN LUIS OBISPO**

SANDRA WARNOCK, individually and on) Case No. 19CV-0539
 behalf of all others similarly situated,)

Plaintiff,)

vs.)

PEOPLECONNECT INC. d/b/a Intelius;)
 ABNI HELLER, and DOES 1-10,)
 Defendant(s).)

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
 VIOLATIONS OF:**

1. VIOLATIONS OF CALIFORNIA
 BUSINESS AND PROFESSIONS
 CODE § 17200, ET. SEQ
2. VIOLATIONS OF CALIFORNIA
 BUSINESS AND PROFESSIONS
 CODE § 17500, ET. SEQ
3. VIOLATIONS OF THE
 CONSUMER LEGAL
 REMEDIES ACT, CAL. CIV. C.
 § 1750, ET. SEQ.

DEMAND FOR JURY TRIAL

Plaintiff Sandra Warnock ("Plaintiff"), on behalf of herself and all others similarly situated, alleges the following against Defendants PeopleConnect Inc. d/b/a Intelius and Abani Heller upon information and belief based upon personal knowledge:

INTRODUCTION

1. Plaintiff's Class Action Complaint is brought pursuant to the Unfair Competition Law, Cal. Bus. & Prof. C. § 17200 et. seq. ("UCL"), False Advertising Law, Cal. Bus. & Prof. C. § 17500 et. seq. ("FAL"), and Consumer Legal Remedies Act, Cal. Civ. C. § 1750 et. seq.

1 (“CLRA”) arising out of Defendants’ unlawful and fraudulent practices in not properly disclosing
2 its auto-renewal policy on its Intelius.com website, which additionally violates the California
3 Automatic Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600, et seq. (“CAPRS”).

4 2. Plaintiff, individually, and on behalf of all others similarly situated, brings this
5 Complaint for damages, injunctive relief, and any other available legal or equitable remedies,
6 resulting from the illegal actions of Defendants’ charging Plaintiff’s and also the Class members
7 for its auto-renewal policy which is not clearly and conspicuously disclosed on its website when
8 inducing consumers to make purchases. Plaintiff alleges as follows upon personal knowledge as
9 to herself and her own acts and experiences, and, as to all other matters, upon information and
10 belief, including investigation conducted by her attorneys.

11 3. Plaintiff alleges as follows upon personal knowledge as to herself and her own
12 acts and experiences, and, as to all other matters, upon information and belief, including
13 investigation conducted by her attorneys.

14 **JURISDICTION AND VENUE**

15 4. This class action is brought pursuant to California Code of Civil Procedure
16 (“CCP”) section 382. All claims in this matter arise exclusively under California law.

17 5. This matter is properly venued in the Superior Court of San Luis Obispo County,
18 in that Plaintiff purchased the “search” (“Product”) from Defendants online while residing in
19 California and Defendant PCI is headquartered in Long Beach, California which is within this
20 County.

21 **PARTIES**

22 6. Plaintiff, Sandra Warnock (“Plaintiff”), is a natural person residing in San Luis
23 Obispo County in the state of California, and is a “person” as defined by Cal. Bus. & Prof. Code
24 § 17201.

25 7. At all relevant times herein, Defendant, PeopleConnect Inc, d/b/a Intelius
26 (hereinafter “PCI”), was a California company engaged in the business of selling background
27 searches in California.

28 8. Defendant, Abani Heller (hereinafter “HELLER”) was and is an individual and,

1 at all relevant times herein, the President and CEO of PCI. As president of PCI, HELLER was
2 responsible for the overall success of the company. HELLER materially participated in the
3 planning and execution of PCI's unlawful and fraudulent business practices by occupying a
4 position of critical importance to PCI's business; as President and CEO of PCI, he exercised
5 control over the affairs of business and he was regularly engaged, albeit more often indirectly
6 than directly, in the unlawful and fraudulent business practices of PCI through his involvement
7 in PCI's affairs. Defendant HELLER continued to play a key role in maintaining and expanding
8 Defendant PCI's unlawful and fraudulent activities throughout the time in question.

9 9. The above named Defendants, their subsidiaries, and agents are collectively
10 referred to as "Defendants." The true names and capacities of the Defendants sued herein as
11 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore
12 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE
13 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
14 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
15 identities become known.

16 10. Plaintiff is informed and believes that at all relevant times, each and every
17 Defendant was acting as an agent and/or employee of each of the other Defendants and was
18 acting within the course and scope of said agency and/or employment with the full knowledge
19 and consent of each of the other Defendants. Plaintiff is informed and believes that each of the
20 acts and/or omissions complained of herein was made known to, and ratified by, each of the
21 other Defendants.

22 **FACTUAL ALLEGATIONS**

23 11. In or around October of 2018, Plaintiff visited Defendants' website Intelius.com
24 and purchased a Class Product from Defendants.

25 12. In purchasing the Class Product, Defendants represented to Plaintiff in bold and
26 distinct language that the Class Product would cost \$0.95.

27 13. Based on this representation, Plaintiff agreed to purchase the Class Product and
28 provided her credit card and other personal information.

14. In reality, elsewhere in a substantially smaller font and in a neither clear nor conspicuous spot, Defendants indicated that the transaction would result in Plaintiff being entered into a recurring automatic subscription costing \$29.95 per month.

15. Attached immediately below is a screenshot example of how Defendants presented the information to Plaintiff and other consumers when they purchased the Product:

The screenshot displays the Intelius website interface, divided into two main sections: '1 Choose Your Report' and '2 Secure Checkout'.

Section 1: Choose Your Report

- People Search** (Selected): \$0.95* (value of \$3.95). Includes, if available, full name, age & DOB, addresses, phone number, relatives, employment & education.
- People Search Plus**: \$6.95* (value of \$9.95). Includes, if available, People Search report, *Plus* social networks, and email addresses.
- Background Check**: \$39.95* (value of \$49.95). Includes, if available, People Search Plus report, *Plus* criminal check, liens, bankruptcies, judgments, lawsuits, marriage & divorce. *Disclaimer*.

A note at the bottom of Section 1 states: "Special Price with Intelius Premier Plus Offer [Learn More](#)".

Section 2: Secure Checkout

Create your Intelius account:

EMAIL ADDRESS (FOR REPORT ACCESS): [Input field]

PASSWORD: [Input field] CONFIRM PASSWORD: [Input field]

CARD NUMBER: [Input field]

NAME ON CARD: [Input field] CVV CODE: [Input field]

EXPIRATION DATE: Exp Month: [Dropdown] Exp Year: [Dropdown] BILLING ZIP: [Input field]

☒ Yes, I agree to the [Terms of Service](#) and [Privacy Policy](#). I understand that Intelius is not a consumer reporting agency and agree that I will not use Intelius to determine an individual's eligibility for credit, insurance, employment, housing or any other purpose covered by the [Fair Credit Reporting Act](#). I agree that my 7-day trial of the Intelius Premier Plus membership starts when I complete this purchase, and then converts to a paid membership after 7 days, unless I cancel. If I cancel within 7 days and have not yet used the background check voucher, I will be charged an additional \$7.95. If I use the background check voucher during the 7-day trial, my paid membership will begin immediately upon voucher use. Once my paid membership starts, it will automatically renew for the same term each time it reaches its expiration date, unless I cancel. I will pay \$29.95 for each renewal term. I can cancel my membership anytime by accessing my account online or by calling (888) 445-2727, and my benefits will continue through the then-current term. I agree that there are no refunds or credits and that tax will be added where applicable.

Today's total \$0.95

SECURE CHECKOUT We value your privacy [View My Report Now](#)

Your Search History is Anonymous Rest assured [] will NOT be notified.

BBB ACCREDITED BUSINESS Rating: A

OTA Online Trust Alliance an Internet Society initiative

16. Plaintiff was charged the \$29.95 renewal fee by Defendants after having the Product be represented as costing \$0.95 and agreeing to purchase it based on that representation.

17. After being charged the renewal fee, Plaintiff attempted to contact Defendants by the phone number listed on the renewal charge, however the phone number was disconnected.

1 Plaintiff additionally called Defendants on its customer service line, however was unable to
2 reach anyone to cancel or refund the charge.

3 18. Had Defendants clearly and conspicuously advertised that its \$0.95 search
4 actually cost \$29.95 per month, Plaintiff would not have purchased Defendants' search.

5 19. Furthermore, Plaintiff did not discover, nor could she have discovered, the true
6 nature of the Product until after Plaintiff's purchase and Defendants' subsequent automatic
7 renewal charge.

8 20. Plaintiff relied on the fact that the Product would cost \$0.95 as prominently
9 advertised.

10 21. Knowledge of the true price of Defendants' Product would have impacted
11 Plaintiff's decision to purchase the search from Defendants. Plaintiff would have found it
12 important to her purchase decision to know exactly what she was purchasing.

13 22. Plaintiff felt ripped off and cheated by Defendants entering into an automatic
14 renewal plan. Plaintiff believes that Defendants will continue its action of duping consumers
15 into purchasing Products for incredibly low prices when in reality it enters them into expensive
16 auto renewal plans that are not clearly or conspicuously disclosed unless Defendants' practices
17 are halted by way of an injunction.

18 23. As a result of Defendants' fraudulent practices, described herein, Plaintiff has
19 suffered emotional distress, wasted time, loss of money, and anxiety.

20 24. Such sales tactics rely on falsities and have a tendency to mislead and deceive
21 a reasonable consumer.

22 25. In purchasing the Product, Plaintiff relied upon Defendants' representations.

23 26. Plaintiff alleges such activity to be in violation of California's Automatic
24 Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600, et seq. ("CAPRS"), and its
25 surrounding regulations.

26 27. At all times relevant, Defendants made and continues to make automatic renewal
27 offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code §
28 17600, et seq. ("California's Automatic Purchase Renewal Statute") to Plaintiff and other

1 consumers similarly situated.

2 28. At the time Plaintiff purchased the Product, Defendants failed to present
3 Defendants' automatic renewal offer terms or continuous service offer terms in a clear and
4 conspicuous manner, as defined by California's Automatic Purchase Renewal Statute, before
5 the subscription or purchasing agreement was fulfilled, and in visual or temporal proximity to
6 Defendants' request for consent to the offer.

7 29. At the time Plaintiff subscribed to Defendants' services, Plaintiff was subjected
8 to Defendants' unlawful policies and/or practices, as set forth herein, in violation of Cal. Bus. &
9 Prof. Code § 17600, et seq.

10 30. The material circumstances surrounding this experience by Plaintiff were the
11 same, or nearly the same, as the other class members Plaintiff proposes to represent, and Plaintiff
12 and all putative class members were required to pay, and did pay, money for the Products
13 marketed and sold by Defendants.

14 **CLASS ACTION ALLEGATIONS**

15 31. Plaintiff brings this action, on behalf of herself and all others similarly situated, and
16 thus, seeks class certification under California Code of Civil Procedure § 382.

17 32. Plaintiff brings this action on behalf of herself and all others similarly situated,
18 as a member of the Class defined as follows:

19 All persons in California who purchased a Product from
20 Defendants and were entered into and charged an automatic
21 renewal by Defendants within the four years prior to the filing of
22 this Complaint.

23 33. Plaintiff represents, and is a member of The Class, consisting of all persons in
24 California who purchased a Product from Defendants and were entered into and charged an
25 automatic renewal by Defendants within the four years prior to the filing of this Complaint.

26 34. Defendants, its employees and agents are excluded from The Class. Plaintiff does
27 not know the number of members in The Class, but believes the Class members number in the
28 thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the

1 expeditious litigation of the matter.

2 35. The Class is so numerous that the individual joinder of all of their members is
3 impractical. While the exact number and identities of The Class members are unknown to
4 Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is
5 informed and believes and thereon alleges that The Class includes thousands of members.
6 Plaintiff alleges that The Class members may be ascertained by the records maintained by
7 Defendants.

8 36. There are questions of law and fact common to the Class affecting the parties to
9 be represented. The questions of law and fact to the Class predominate over questions which
10 may affect individual Class members and include, but are not necessarily limited to, the
11 following:

- 12 (a) Whether Defendants failed to provide clear and conspicuous notice to
13 Plaintiff and Class Members regarding the terms of its Product's auto
14 renewal costs;
- 15 (b) Whether Defendants engaged in unlawful, unfair, or deceptive business
16 practices in selling Products to Plaintiff and other Class Members;
- 17 (c) Whether Defendants made misrepresentations with respect to the
18 Products sold to consumers;
- 19 (d) Whether Defendants profited from the sale of the wrongly advertised
20 Products;
- 21 (e) Whether Defendants violated California Bus. & Prof. Code § 17200, et
22 seq., California Bus. & Prof. Code § 17500, et seq., and Cal. Civ. C.
23 §1750 et seq.;
- 24 (f) Whether Plaintiff and Class Members are entitled to equitable and/or
25 injunctive relief;
- 26 (g) Whether Defendants' unlawful, unfair, and/or deceptive practices
27 harmed Plaintiff and Class Members; and
28

1 (h) The method of calculation and extent of damages for Plaintiff and Class
2 Members.

3 37. As someone who was charged for an automatic renewal by Defendants after
4 failing to disclose the terms clearly and conspicuously, Plaintiff is asserting claims that are typical
5 of The Class.

6 38. Plaintiff will fairly and adequately protect the interests of the members of The
7 Class. Plaintiff has retained attorneys experienced in the prosecution of class actions.

8 39. A class action is superior to other available methods of fair and efficient
9 adjudication of this controversy, since individual litigation of the claims of all Classes members
10 is impracticable. Even if every Class member could afford individual litigation, the court system
11 could not. It would be unduly burdensome to the courts in which individual litigation of
12 numerous issues would proceed. Individualized litigation would also present the potential for
13 varying, inconsistent, or contradictory judgments and would magnify the delay and expense to
14 all parties and to the court system resulting from multiple trials of the same complex factual
15 issues. By contrast, the conduct of this action as a class action presents fewer management
16 difficulties, conserves the resources of the parties and of the court system, and protects the rights
17 of each Class member.

18 40. The prosecution of separate actions by individual Class members would create a
19 risk of adjudications with respect to them that would, as a practical matter, be dispositive of the
20 interests of the other Class members not parties to such adjudications or that would substantially
21 impair or impede the ability of such non-party Class members to protect their interests.

22 41. Defendants have acted or refused to act in respects generally applicable to The
23 Class, thereby making appropriate final and injunctive relief with regard to the members of the
24 Class as a whole.

25 42. Plaintiff seeks the remedy of public injunctive relief against Defendants to prevent
26 Defendants from further falsely advertising its Products to the public of California.
27
28

FIRST CAUSE OF ACTION

Violation of the California False Advertising Act

(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

43. Plaintiff incorporates by reference each allegation set forth above as fully set forth herein.

44. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is unlawful to engage in advertising “which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . [or] to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised.”

45. California Business and Professions Code section 17500, *et seq.*’s prohibition against false advertising extends to the use of false or misleading written statements.

46. Defendants misled consumers by making misrepresentations and untrue statements about the Products, namely, Defendants represents its price as a certain amount when in reality it would result in entering into an expensive and not clearly nor conspicuously disclosed auto renewal plan, and made false representations to Plaintiff and other putative class members in order to solicit these transactions.

47. Defendants knew that its representations and omissions were untrue and misleading, and deliberately made the aforementioned representations and omissions in order to deceive reasonable consumers like Plaintiff and other Class Members.

48. As a direct and proximate result of Defendants’ misleading and false advertising, Plaintiff and the other Class Members have suffered injury in fact and have lost money, property, time, and attention. Plaintiff reasonably relied upon Defendants’ representations regarding the Products. In reasonable reliance on Defendants’ false advertisements, Plaintiff and other Class Members purchased the Products. In turn Plaintiff and other Class Members ended up with Products that resulted in them being charged automatic renewal fees, and

1 therefore Plaintiff and other Class Members have suffered injury in fact.

2 49. Plaintiff alleges that these false and misleading representations made by Defendants
3 constitute a "scheme with the intent not to sell that personal property or those services,
4 professional or otherwise, so advertised at the price stated therein, or as so advertised."

5 50. The misleading and false advertising described herein presents a continuing threat
6 to Plaintiff and the Class Members in that Defendants persists and continues to engage in these
7 practices, and will not cease doing so unless and until forced to do so by this Court. Defendants'
8 conduct will continue to cause irreparable injury to consumers unless enjoined or restrained.
9 Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendants to cease
10 its false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members
11 of Defendants' revenues associated with its false advertising, or such portion of those revenues
12 as the Court may find equitable.

13 **SECOND CAUSE OF ACTION**

14 **Violation of Unfair Business Practices Act**

15 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

16 51. Plaintiff incorporates by reference each allegation set forth above as fully set forth
17 herein.

18 52. Actions for relief under the unfair competition law may be based on any business
19 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
20 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
21 to provide evidence of a causal connection between a defendants' business practices and the
22 alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause
23 substantial injury. It is insufficient for a plaintiff to show merely that the Defendants' conduct
24 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
25 unfair competition covers any single act of misconduct, as well as ongoing misconduct.
26

27 **UNFAIR**

28 53. California Business & Professions Code § 17200 prohibits any "unfair . . . business

1 act or practice.” Defendants’ acts, omissions, misrepresentations, and practices as alleged
2 herein also constitute “unfair” business acts and practices within the meaning of the UCL in
3 that its conduct is substantially injurious to consumers, offends public policy, and is immoral,
4 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged
5 benefits attributable to such conduct. There were reasonably available alternatives to further
6 Defendants’ legitimate business interests, other than the conduct described herein. Plaintiff
7 reserves the right to allege further conduct which constitutes other unfair business acts or
8 practices. Such conduct is ongoing and continues to this date.

9
10 54. In order to satisfy the “unfair” prong of the UCL, a consumer must show that the
11 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
12 competition; and (3) is not one that consumers themselves could reasonably have avoided.

13 55. Here, Defendants’ conduct has caused and continues to cause substantial injury to
14 Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury in
15 fact due to Defendants’ decision to sell them falsely described Products. Thus, Defendants’
16 conduct has caused substantial injury to Plaintiff and the members of the Class.

17 56. Moreover, Defendants’ conduct as alleged herein solely benefits Defendants while
18 providing no benefit of any kind to any consumer. Such deception utilized by Defendants
19 convinced Plaintiff and members of the Class that the Products were of a certain price in order
20 to induce them to spend money on said Products. In fact, knowing that Products would actually
21 enter the purchasers into an expensive automatic renewal plan, Defendants unfairly profited
22 from their sale. Thus, the injury suffered by Plaintiff and the members of the Class is not
23 outweighed by any countervailing benefits to consumers.

24 57. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
25 that these consumers could reasonably have avoided. After Defendants falsely represented the
26 Products, Plaintiff and Class members suffered injury in fact due to Defendants’ sale of
27 Products to them. Defendants failed to take reasonable steps to inform Plaintiff and Class
28 members that the Products would result in an automatic renewal plan by failing to clearly and

1 conspicuously provide such information. As such, Defendants took advantage of Defendants'
2 position of perceived power in order to deceive Plaintiff and the Class members to purchase
3 Products. Therefore, the injury suffered by Plaintiff and members of the Class is not an injury
4 which these consumers could reasonably have avoided.

5 58. Thus, Defendants' conduct has violated the "unfair" prong of California Business
6 & Professions Code § 17200.

7 **FRAUDULENT**

8 59. California Business & Professions Code § 17200 prohibits any "fraudulent ...
9 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
10 consumer must allege that the fraudulent business practice was likely to deceive members of
11 the public.

12 60. The test for "fraud" as contemplated by California Business and Professions Code
13 § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200
14 violation can be established even if no one was actually deceived, relied upon the fraudulent
15 practice, or sustained any damage.

16 61. Here, not only were Plaintiff and the Class members likely to be deceived, but these
17 consumers were actually deceived by Defendants. Such deception is evidenced by the fact that
18 Plaintiff agreed to purchase Products under the basic assumption that they were of a certain
19 price, when in reality Defendants charged an expensive automatic renewal plan that was not
20 clearly and conspicuously disclosed. Plaintiff's reliance upon Defendants' deceptive
21 statements is reasonable due to the unequal bargaining powers of Defendants and Plaintiff. For
22 the same reason, it is likely that Defendants' fraudulent business practice would deceive other
23 members of the public.

24 62. As explained above, Defendants deceived Plaintiff and other Class Members by
25 representing the Products as being a certain price when in reality they resulted in an expensive
26 automatic renewal program, and thus falsely represented the Products.

27 63. Thus, Defendants' conduct has violated the "fraudulent" prong of California
28

1 Business & Professions Code § 17200.

2 **UNLAWFUL**

3 64. California Business and Professions Code Section 17200, et seq. prohibits “any
4 unlawful...business act or practice.”

5 65. As explained above, Defendants deceived Plaintiff and other Class Members by
6 representing the Products as being of a price different from what they actually were.

7 66. Defendants used false advertising, marketing, and misrepresentations to induce
8 Plaintiff and Class Members to purchase the Products, in violation of California Business and
9 Professions Code Section 17500, et seq.. Had Defendants not falsely advertised, marketed, or
10 misrepresented the Products, Plaintiff and Class Members would not have purchased the
11 Products. Defendants’ conduct therefore caused and continues to cause economic harm to
12 Plaintiff and Class Members.

13 67. Defendants additionally violated the CLRA, making its practice unlawful.

14 68. Additionally, Cal. Bus. & Prof. C. § 17602(a) makes it unlawful for a business to
15 make an automatic renewal offer to a consumer that “(1) [f]ail[s] to present the automatic
16 renewal offer terms or continuous service offer terms in a clear and conspicuous manner before
17 the subscription or purchasing agreement is fulfilled and in visual proximity” with clear and
18 conspicuous meaning “in larger type than the surrounding text, or in contrasting type, font, or
19 color to the surrounding text of the same size, or set off from the surrounding text of the same
20 size by symbols or other marks, in a manner that clearly calls attention to the language.”

21 69. Defendants failed to present its auto renewal language in clear and conspicuous
22 language and thus committed an unlawful act under the UCL.

23 70. This practice of making these representations by Defendants is therefore an
24 “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

25 71. Defendants have thus engaged in unlawful, unfair, and fraudulent business acts
26 entitling Plaintiff and Class Members to judgment and equitable relief against Defendants, as
27 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
28

1 section 17203, Plaintiff and Class Members seek an order requiring Defendants to immediately
2 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendants
3 to correct their actions.

4 **THIRD CAUSE OF ACTION**

5 **Violation of Consumer Legal Remedies Act**

6 **(Cal. Civ. Code § 1750 *et seq.*)**

7 72. Plaintiff incorporates by reference each allegation set forth above herein.

8 73. Defendants' actions as detailed above constitute a violation of the Consumer
9 Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendants violated the
10 following provisions of the CLRA:

- 11 a. Advertising goods or services with intent not to sell them as
12 advertised; *Cal. Civ. Code* §1770(9);
13 b. Representing that a transaction confers or involves rights,
14 remedies, or obligations which it does not have or involve, or which are
15 prohibited by law; *Cal. Civ. Code* §1770(14); and
16 c. Representing that the subject of a transaction has been supplied in
accordance with a previous representation when it has not; *Cal. Civ. Code*
§1770(16).

17 74. On or about July 16, 2019, through her Counsel of record, using certified mail with
18 a return receipt requested, Plaintiff served Defendants with notice of its violations of the
19 CLRA, and asked that Defendants to correct, repair, replace or otherwise rectify the goods and
20 services alleged to be in violation of the CLRA. This correspondence advised Defendants that
21 they must take such action within thirty (30) calendar days, and pointed Defendants to the
22 provisions of the CLRA that Plaintiff believes to have been violated by Defendants.
23 Defendants have refused to timely correct, repair, replace or otherwise rectify the issues raised
24 therein.

25 75. Plaintiff has filed a venue affidavit concurrently with the Complaint as required by
26 the CLRA.

27 **TRIAL BY JURY**

28 76. Plaintiff requests a trial by jury as to all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, SANDRA WARNOCK, individually, and on behalf of all others similarly situated, respectfully requests judgment be entered against Defendants, for the following:

- a. That this action be certified as a class action on behalf of The Class and Plaintiff be appointed as the representative of The Class;
- b. Actual damages;
- c. Punitive damages;
- d. Restitution of the funds improperly obtained by Defendants;
- e. Any and all statutory enhanced damages;
- f. All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- g. For equitable and injunctive and pursuant to California Business and Professions Code § 17203;
- h. For prejudgment interest at the legal rate; and
- i. Any other relief this Honorable Court deems appropriate.

Respectfully submitted this 30th Day of April, 2020.

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: /s/ Todd M. Friedman
Todd M. Friedman
Law Offices of Todd M. Friedman
Attorney for Plaintiff