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Kern County Superior Court
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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF KERN**
17 **UNLIMITED JURISDICTION**

18 THOMAS MORRISON,
19 individually, and on behalf of all
20 others similarly situated,

21 Plaintiff,

22 vs.

23 HARTFORD UNDERWRITERS
24 INSURANCE COMPANY, and
25 DOES 1-10, inclusive,

26 Defendant.

Case No. BCV-20-101826

CLASS ACTION COMPLAINT

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

Jury Trial Demanded

1 Plaintiff THOMAS MORRISON (“Plaintiff”), individually and on behalf of
2 all other members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant
5 HARTFORD UNDERWRITERS INSURANCE COMPANY (hereinafter
6 “Defendant”) to stop Defendant’s practice of falsely representing the price of its
7 automobile insurance plans and to obtain redress for a California class of
8 consumers (“Class Members”) who changed position, within the applicable statute
9 of limitations period, as a result of Defendant’s false and misleading
10 advertisements.

11 2. Defendant is an insurance company with principal place of business
12 and state of incorporation in Connecticut.

13 3. Defendant represents that certain automobile insurance policies will
14 be provided at a particular price when this is in fact false. Defendant
15 misrepresented and falsely advertised to Plaintiff and others similarly situated
16 consumers these automobile insurance policies (hereinafter “Class Products”).

17 4. Plaintiff and others similarly situated purchased these automobile
18 insurance policies.

19 5. Defendant’s misrepresentations to Plaintiff and others similarly
20 situated caused them to purchase these automobile insurance policies, which
21 Plaintiff and others similarly situated would not have purchased or attempted to
22 purchase absent these misrepresentations by Defendant and its employees. In so
23 doing, Defendant has violated California consumer protection statutes, including
24 the Unfair Competition Law and the False Advertising Law.

25 **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

26 6. Consumers purchase automobile insurance policies advertised to be a
27 certain price.

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1 7. Consumers rely on the representations and advertisements of
2 insurance companies in order to know which automobile insurance policy to
3 purchase. Price is important and material to consumers at the time they sign up
4 for services with a particular automobile insurance provider, as consumers are
5 sensitive to the costs they pay for these policies, compared to what they could
6 purchase from a competitor service provider.

7 8. Defendant is engaged in the sale of automobile insurance policies at
8 a higher priced than advertised and including additional increases in premiums
9 that are not disclosed at the time consumers sign up for the insurance policies.

10 9. When consumers purchase an automobile insurance policy from an
11 insurance company, they reasonably believe that they will be billed at a rate that
12 is equal to the price that was advertised and disclosed at the time they agree to
13 initiate a relationship with the insurance company.

14 10. Defendant profits from the sale of the automobile insurance policies.
15 At a higher price, many of the consumers would not have purchased or attempted
16 to purchase these insurance policies, or would have chosen to purchase services
17 from a competitor.

18 11. In the case of Plaintiff, the premium for the automobile insurance
19 policy purchased was increased to double the advertised price that was
20 communicated to Plaintiff at the time he agreed to purchase said policy.

21 12. Defendant conceals the fact that the premiums for automobile
22 insurance policies will be increased to double the advertised price, in order to
23 deceive consumers into paying more than they agreed to for the same level of
24 service.

25 13. Defendant makes written and oral representations to consumers
26 which contradict the actual price of the automobile insurance premiums that will
27 be billed after the consumer purchases the insurance.
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1 of Incorporation in Connecticut.

2 21. Plaintiff is informed and believes, and thereon alleges, that each and
3 all of the acts and omissions alleged herein were performed by, or is attributable
4 to, Defendant and/or its employees, agents, and/or third parties acting on its behalf,
5 each acting as the agent for the other, with legal authority to act on the other's
6 behalf. The acts of any and all of Defendant's employees, agents, and/or third
7 parties acting on its behalf, were in accordance with, and represent, the official
8 policy of Defendant.

9 22. Plaintiff is informed and believes, and thereon alleges, that said
10 Defendant is in some manner intentionally, negligently, or otherwise responsible
11 for the acts, omissions, occurrences, and transactions of each and all its employees,
12 agents, and/or third parties acting on its behalf, in proximately causing the
13 damages herein alleged.

14 23. At all relevant times, Defendant ratified each and every act or
15 omission complained of herein. At all relevant times, Defendant, aided and
16 abetted the acts and omissions as alleged herein

17 **PLAINTIFF'S FACTS**

18 24. In or around 2016, Plaintiff purchased an an automobile insurance
19 policy from Defendant. Defendant represented to Plaintiff that the premium for
20 the automobile insurance plan would cost approximately two-hundred dollars
21 (\$200) per month, paid every six (6) months.

22 25. Upon renewal of the insurance plan the following year, Defendant
23 doubled the cost of Plaintiff's insurance premium to approximately four-hundred
24 dollars (\$400) per month.

25 26. Plaintiff immediately contacted Defendant about the increased
26 premium, and was told that the premium was doubled because the parts of
27 Plaintiff's vehicle were becoming more expensive for Defendant to replace.

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1 27. Plaintiff's vehicle is a 2002 Mercedes SLK320. Plaintiff had not had
2 any accidents, had not received any tickets, and had not filed any claims.

3 28. Shocked by the increase of the insurance premium, Plaintiff filed a
4 complaint with the Better Business Bureau ("BBB"). Following Plaintiff's
5 complaint, Defendant reversed their decision to increase Plaintiff's premium and
6 changed the premium to its initially represented price.

7 29. The following year, in or around 2018, Plaintiff's premium was
8 doubled by Defendant once again. This time, Defendant told Plaintiff that the rate
9 increase was due to Plaintiff's automobile service records showing that Plaintiff
10 had been driving more than he stated he would be driving.

11 30. Plaintiff, knowing that Defendant was using another fabricated story
12 to increase Plaintiff's insurance premium, filed another complaint with the BBB.

13 31. Defendant refused to reduce the price of Plaintiff's insurance
14 premium. Plaintiff cancelled the policy, which had been paid in full, and asked for
15 a refund for the remaining balance of the policy.

16 32. After canceling the policy with Defendant, Plaintiff obtained an
17 insurance policy with Progressive Insurance.

18 33. Defendant sent Plaintiff a bill for sixty dollars (\$60) for failing to
19 properly cancel his insurance policy, and failed to refund the remaining balance of
20 Plaintiff's cancelled insurance policy.

21 34. In reliance on Defendant's representations, Plaintiff purchased an
22 insurance policy from Defendant. Incredibly, Defendant twice attempted to
23 increase Plaintiff's automobile insurance premium, despite their representations.

24 35. For the automobile insurance plan, Plaintiff paid more than valuable
25 consideration. Plaintiff relied on the fact that the insurance policy was being
26 advertised for a particular price. Plaintiff was never informed, in writing, orally,
27 or in any conspicuous manner, that the insurance premium would be doubled and
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1 he would be charged a fee for canceling the policy after Defendant failed to honor
2 the pricing they promised him.

3 36. When purchasing Defendant's insurance policy Defendant informed
4 Plaintiff that he would be charged a premium of approximately \$200 per month.
5 Plaintiff relied on Defendant's statements about the cost of the insurance premium
6 in deciding to purchase insurance from Defendant over other competitors.
7 Plaintiff felt assured that since Defendant provided him with a cost of service and
8 failed to disclose that the price of the premium would double, that he would be
9 charged the price that was advertised. Plaintiff would not have agreed to sign up
10 for service with Defendant if he had known that Defendant would charge her a
11 higher price than was represented for the insurance policy.

12 37. Defendant never informed Plaintiff that they would drastically
13 increase the price of Plaintiff's insurance premium.

14 38. The failure to honor the initial cost of the insurance premium that was
15 offered to Plaintiff, had Plaintiff known these representations would not be
16 honored, would have impacted his decision to purchase services from Defendant
17 over other insurance companies. Plaintiff would have found it important to his
18 purchase decision to know exactly what she was going to be charged for the
19 insurance premium, and believed that he knew that amount to be \$200 per month.

20 39. Plaintiff felt ripped off and cheated by Defendant suddenly
21 attempting to double his insurance premium for fabricated reasons, and for
22 Defendant duping him into signing a contract by making false representations of
23 the price of the insurance premium. Plaintiff believes that Defendant will continue
24 its action of duping customers into purchasing insurance policies, only to then
25 raise the price of the insurance premiums, unless Defendant's practices are halted
26 by way of an injunction.

27 40. As a result of Defendant's fraudulent practices, described herein,
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1 Plaintiff has suffered emotional distress, wasted time, and anxiety.

2 41. Plaintiff alleges on information and belief that Defendant makes
3 misleading representations regarding insurance costs in order to obtain customers,
4 without conspicuously disclosing to consumers that the cost of their initial
5 insurance premium will eventually double. Plaintiff asserts that this practice
6 constitutes a fraudulent omission of a material fact relating to the cost of services,
7 that would be important to a reasonable consumer to know at the time they
8 purchase insurance policies from Defendant.

9 42. Plaintiff alleges on information and belief that Defendant's policy and
10 practice is to materially misrepresent the price of its insurance premiums, through
11 said fraudulent omissions and misrepresentations, to induce consumers to
12 reasonably rely on the price of insurance premiums, in order to induce their
13 purchase of insurance policies from Defendant over law abiding competitors.

14 43. Defendant has a duty to disclose the full cost of services and other
15 related charges, to consumers, prior to the time that they agree to purchase services
16 from Defendant. Defendant has a duty to disclose these material terms, because
17 such terms would be highly important to a reasonable consumer, because a failure
18 to disclose such terms would have the effect of drastically and unexpectedly
19 elevating the price of Defendant's services for consumers, and because Defendant
20 binds consumers to contracts of terms, thereby preventing consumers from easily
21 getting out of their obligations with Defendant.

22 44. Upon learning that the insurance premium was twice the price of what
23 Plaintiff anticipated, and higher than Defendant clearly represented that it would
24 be, Plaintiff felt ripped off and cheated by Defendant.

25 45. Such sales tactics rely on falsities and have a tendency to mislead and
26 deceive a reasonable consumer.

27 46. Defendant expressly represented to Plaintiff, through written
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1 statements, the price of its insurance premium.

2 47. Plaintiff alleges that such representations were part of a common
3 scheme to mislead consumers and incentivize them to purchase insurance policies.

4 48. In purchasing the Class Products, Plaintiff relied upon Defendant's
5 representations.

6 49. Such representations were clearly false because the prices of the
7 insurance policies offered by Defendant were at a higher rate than represented.

8 50. Plaintiff would not have purchased the products and services if she
9 knew that the above-referenced statements made by Defendant were false.

10 51. Had Defendant properly marketed, advertised, and represented the
11 Class Products, Plaintiff would not have purchased the products and services.

12 52. Plaintiff agreed to give his money, attention and time to Defendant
13 because of the price that the internet service was advertised. Defendant benefited
14 from falsely advertising the prices of the service. Defendant benefited on the loss
15 to Plaintiff and provided nothing of benefit to Plaintiff in exchange.

16 53. Had Defendant properly marketed, advertised, and represented the
17 Class Products, no reasonable consumer who purchased or attempted to purchase
18 the insurance policies would have believed that it was the price it actually was.

19 54. Defendant's conduct is inherently deceptive and misleads the least-
20 sophisticated consumer, as it is it is plausible that an unsophisticated consumer
21 would believe that their insurance premium was being doubled for a legitimate
22 reason, even though such rate increases were never conspicuously disclosed at the
23 point of sale, and even though Defendant makes representations to consumers that
24 would lead a consumer to believe that such rate increases would not occur.

25 55. Defendant's acts and omissions were intentional, and resulted from
26 Defendant's desire to mislead debtors and consumers into making payments on
27 debts that are not owed.

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CLASS ACTION ALLEGATIONS

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2 56. Plaintiff brings this action, on behalf of himself and all others
3 similarly situated, and thus, seeks class certification under California Code of Civil
4 Procedure § 382.

5 57. The class Plaintiff seeks to represent (the “Class”) is defined as
6 follows:

7 All consumers, who, between the applicable statute of
8 limitations and the present, purchased one or more Class
9 Products in the State of California, and whose insurance
premiums were increased excessively to a price higher
than advertised or represented by Defendant.

10 58. As used herein, the term “Class Members” shall mean and refer to the
11 members of the Class described above.

12 59. Excluded from the Class is Defendant, its affiliates, employees,
13 agents, and attorneys, and the Court.

14 60. Plaintiff reserves the right to amend the Class, and to add additional
15 subclasses, if discovery and further investigation reveals such action is warranted.

16 61. Upon information and belief, the proposed class is composed of
17 thousands of persons. The members of the class are so numerous that joinder of
18 all members would be unfeasible and impractical.

19 62. No violations alleged in this complaint are contingent on any
20 individualized interaction of any kind between Class members and Defendant.

21 63. Rather, all claims in this matter arise from the identical, false,
22 affirmative representations of the services, when in fact, such representations were
23 false.

24 64. There are common questions of law and fact as to the Class Members
25 that predominate over questions affecting only individual members, including but
26 not limited to:

27 (a) Whether Defendant engaged in unlawful, unfair, or deceptive
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- 1 business practices in selling Class Products to Plaintiff and
2 other Class Members;
- 3 (b) Whether Defendant made misrepresentations with respect to
4 the Class Products sold to consumers;
- 5 (c) Whether Defendant profited from the sale of the wrongly
6 advertised insurance policies;
- 7 (d) Whether Defendant violated California Bus. & Prof. Code §
8 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*
9 *seq.*;
- 10 (e) Whether Plaintiff and Class Members are entitled to equitable
11 and/or injunctive relief;
- 12 (f) Whether Defendant's unlawful, unfair, and/or deceptive
13 practices harmed Plaintiff and Class Members; and
- 14 (g) The method of calculation and extent of damages for Plaintiff
15 and Class Members.

16 65. Plaintiff is a member of the Class he seeks to represent

17 66. The claims of Plaintiff are not only typical of all Class members, they
18 are identical.

19 67. All claims of Plaintiff and the Class are based on the exact same legal
20 theories.

21 68. Plaintiff has no interest antagonistic to, or in conflict with, the Class.

22 69. Plaintiff is qualified to, and will, fairly and adequately protect the
23 interests of each Class Member, because Plaintiff bought Class Products from
24 Defendant during the Class Period. Defendant's unlawful, unfair and/or
25 fraudulent actions concerns the same business practices described herein
26 irrespective of where they occurred or were experienced. Plaintiff's claims are
27 typical of all Class Members as demonstrated herein.

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1 70. Plaintiff will thoroughly and adequately protect the interests of the
2 Class, having retained qualified and competent legal counsel to represent herself
3 and the Class.

4 71. Common questions will predominate, and there will be no unusual
5 manageability issues.

6 **FIRST CAUSE OF ACTION**

7 **Violation of the California False Advertising Act**

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

9 72. Plaintiff incorporates by reference each allegation set forth above.

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

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

20 75. Defendant misled consumers by making misrepresentations and
21 untrue statements about the Class Products, namely, Defendant suddenly increased
22 the cost of auto insurance premiums to a higher rate than advertised, and made
23 false representations to Plaintiff and other putative class members in order to
24 solicit these transactions.

25 76. Defendant knew that its representations and omissions were untrue
26 and misleading, and deliberately made the aforementioned representations and
27 omissions in order to deceive reasonable consumers like Plaintiff and other Class
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1 Members.

2 77. As a direct and proximate result of Defendant’s misleading and false
3 advertising, Plaintiff and the other Class Members have suffered injury in fact and
4 have lost money or property, time, and attention. Plaintiff reasonably relied upon
5 Defendant’s representations regarding the Class Products. In reasonable reliance
6 on Defendant’s false advertisements, Plaintiff and other Class Members purchased
7 the Class Products. In turn Plaintiff and other Class Members ended up with
8 insurance policies that turned out to actually be more expensive than advertised,
9 and therefore Plaintiff and other Class Members have suffered injury in fact.

10 78. Plaintiff alleges that these false and misleading representations made
11 by Defendant constitute a “scheme with the intent not to sell that personal property
12 or those services, professional or otherwise, so advertised at the price stated
13 therein, or as so advertised.”

14 79. Defendant advertised to Plaintiff and other putative class members,
15 through written representations and omissions made by Defendant and its
16 employees, that the Class Products would be of a particular price. Thus, Defendant
17 knowingly sold Class Products to Plaintiff and other putative class members.

18 80. The misleading and false advertising described herein presents a
19 continuing threat to Plaintiff and the Class Members in that Defendant persists and
20 continues to engage in these practices, and will not cease doing so unless and until
21 forced to do so by this Court. Defendant’s conduct will continue to cause
22 irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled
23 to preliminary and permanent injunctive relief ordering Defendant to cease its
24 false advertising, as well as disgorgement and restitution to Plaintiff and all Class
25 Members Defendant’s revenues associated with their false advertising, or such
26 portion of those revenues as the Court may find equitable.

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1 **SECOND CAUSE OF ACTION**

2 **Violation of Unfair Business Practices Act**

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

4 81. Plaintiff incorporates by reference each allegation set forth above.

5 82. Actions for relief under the unfair competition law may be based on
6 any business act or practice that is within the broad definition of the UCL. Such
7 violations of the UCL occur as a result of unlawful, unfair or fraudulent business
8 acts and practices. A plaintiff is required to provide evidence of a causal
9 connection between a defendants' business practices and the alleged harm--that is,
10 evidence that the defendants' conduct caused or was likely to cause substantial
11 injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct
12 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory
13 definition of unfair competition covers any single act of misconduct, as well as
14 ongoing misconduct.

15 **UNFAIR**

16 83. California Business & Professions Code § 17200 prohibits any
17 "unfair . . . business act or practice." Defendant's acts, omissions,
18 misrepresentations, and practices as alleged herein also constitute "unfair"
19 business acts and practices within the meaning of the UCL in that its conduct is
20 substantially injurious to consumers, offends public policy, and is immoral,
21 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs
22 any alleged benefits attributable to such conduct. There were reasonably available
23 alternatives to further Defendant's legitimate business interests, other than the
24 conduct described herein. Plaintiff reserves the right to allege further conduct
25 which constitutes other unfair business acts or practices. Such conduct is ongoing
26 and continues to this date.

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

5 85. Here, Defendant’s conduct has caused and continues to cause
6 substantial injury to Plaintiff and members of the Class. Plaintiff and members of
7 the Class have suffered injury in fact due to Defendant’s decision to sell them
8 falsely described Class Products. Thus, Defendant’s conduct has caused
9 substantial injury to Plaintiff and the members of the Class.

10 86. Moreover, Defendant’s conduct as alleged herein solely benefits
11 Defendant while providing no benefit of any kind to any consumer. Such
12 deception utilized by Defendant convinced Plaintiff and members of the Class that
13 the Class Products were a certain price, in order to induce them to spend money
14 on said Class Products. In fact, knowing they were going to substantially increase
15 the price of the Class Products, Defendant unfairly profited from their sale. Thus,
16 the injury suffered by Plaintiff and the members of the Class is not outweighed by
17 any countervailing benefits to consumers.

18 87. Finally, the injury suffered by Plaintiff and members of the Class is
19 not an injury that these consumers could reasonably have avoided. After
20 Defendant falsely represented the Class Products, Plaintiff and class members
21 suffered injury in fact due to Defendant’s sale of Class Products to them.
22 Defendant failed to take reasonable steps to inform Plaintiff and class members
23 that the Class Products would suddenly and substantially increase in price, and
24 were not advertised at the price that would actually be charged to consumers. As
25 such, Defendant took advantage of Defendant’s position of perceived power in
26 order to deceive Plaintiff and the Class members to purchase insurance policies
27 for a higher price. Therefore, the injury suffered by Plaintiff and members of the
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1 Class is not an injury which these consumers could reasonably have avoided.

2 88. Thus, Defendant's conduct has violated the "unfair" prong of
3 California Business & Professions Code § 17200.

4 **FRAUDULENT**

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

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

13 91. Here, not only were Plaintiff and the Class members likely to be
14 deceived, but these consumers were actually deceived by Defendant. Such
15 deception is evidenced by the fact that Plaintiff agreed to purchase Class Products
16 under the basic assumption that they cost a certain price when in fact they became
17 more expensive. Plaintiff's reliance upon Defendant's deceptive statements is
18 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For
19 the same reason, it is likely that Defendant's fraudulent business practice would
20 deceive other members of the public.

21 92. As explained above, Defendant deceived Plaintiff and other Class
22 Members by representing the Class Products as being a certain price when in
23 reality they became a significantly higher price, and thus falsely represented the
24 Class Products.

25 93. Thus, Defendant's conduct has violated the "fraudulent" prong of
26 California Business & Professions Code § 17200.

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UNLAWFUL

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

4 95. As explained above, Defendant deceived Plaintiff and other Class
5 Members by representing the Class Products as being a lower price than they were.

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

13 97. These representations by Defendant is therefore an “unlawful”
14 business practice or act under Business and Professions Code Section 17200 *et*
15 *seq.*

16 98. Defendant has thus engaged in unlawful, unfair, and fraudulent
17 business acts entitling Plaintiff and Class Members to judgment and equitable
18 relief against Defendant, as set forth in the Prayer for Relief. Additionally,
19 pursuant to Business and Professions Code section 17203, Plaintiff and Class
20 Members seek an order requiring Defendant to immediately cease such acts of
21 unlawful, unfair, and fraudulent business practices and requiring Defendant to
22 correct its actions.

23 **MISCELLANEOUS**

24 99. Plaintiff and Class Members allege that they have fully complied with
25 all contractual and other legal obligations and fully complied with all conditions
26 precedent to bringing this action or that all such obligations or conditions are
27 excused.

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REQUEST FOR JURY TRIAL

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

PRAYER FOR RELIEF

101. Plaintiff, on behalf of himself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring HARTFORD UNDERWRITERS INSURANCE COMPANY, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring HARTFORD UNDERWRITERS INSURANCE COMPANY to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (h) Pre- and post-judgment interest; and
- (i) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

1 Dated: August 6, 2020

Respectfully submitted,

2 LAW OFFICES OF TODD M. FRIEDMAN, PC

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4 By: /s/ Todd M. Friedman

5 TODD M. FRIEDMAN, ESQ.

6 Attorney for Plaintiff

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