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11
12 **UNITED STATES DISTRICT COURT**
13
14 **NORTHERN DISTRICT OF CALIFORNIA**
15
16 **SAN FRANCISCO DIVISION**

17 MARTHA COOPER and DANIEL COOPER
18 on behalf of themselves and all others similarly
19 situated,

20
21 Plaintiffs,

22 vs.

23 GENERALI GLOBAL ASSISTANCE, INC.
24 (a.k.a. CSA Travel Services) and GENERALI
25 U.S. BRANCH (a.k.a. Generali Assicurazioni
26 Generali S.p.A. (U.S. Branch)),

27 Defendants.
28

Case No. 3-20-cv-8569

San Francisco Superior Court Case No.
CGC-20-587185

**NOTICE OF REMOVAL BY
DEFENDANTS GENERALI GLOBAL
ASSISTANCE, INC. AND GENERALI
US BRANCH PURSUANT TO 28 U.S.C.
§§ 1332(d), 1441, 1446, AND 1453**

1 TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
2 CALIFORNIA AND TO PLAINTIFFS AND THEIR COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453,
4 Defendants Generali Global Assistance, Inc. (“GGA”) and Generali US Branch (“GUSB”)
5 (collectively, “Defendants”) hereby remove to this Court the state-court action described below.

6 **STATEMENT OF JURISDICTION**

7 This is a civil action for which this Court has original jurisdiction under 28 U.S.C.
8 § 1332(d)(2)(A), and for which removal to this Court is appropriate pursuant to 28 U.S.C.
9 §§ 1441, 1446, and 1453, as discussed in more detail below.

10 **BASIS FOR REMOVAL: CLASS ACTION FAIRNESS ACT**

11 1. On August 2, 2020, Plaintiffs Martha Cooper and Daniel Cooper filed a putative
12 class action complaint against GGA and GUSB in the Superior Court of the State of California,
13 County of San Francisco, initiating Case Number CGC-20-587185.

14 2. On November 3, 2020, GGA was served with a summons and the complaint.
15 GGA did not issue any travel insurance policy to plaintiffs nor did it have any role in
16 administering travel insurance or assistance services, and it was not involved in any way with
17 Plaintiffs’ Policy at issue in this action. Plaintiffs also wrongly named GGA’s a/k/a as “CSA
18 Travel Protection.”¹

19 3. GGA and GUSB were served pursuant to California Code of Civil Procedure
20 § 415.30(c) on November 30, 2020.

21 4. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings,
22 and orders served upon GGA are attached to this Notice of Removal as Exhibit 1.

23 5. This Notice has been timely filed pursuant to 28 U.S.C. § 1446(b).

24 6. The Superior Court of the State of California, County of San Francisco, is located
25 within the Northern District of California, San Francisco Division. 28 U.S.C. § 84(a). This
26 Notice of Removal is therefore properly filed in this Court pursuant to 28 U.S.C. § 1441(a).

27
28 ¹ CSA Travel Protection and Insurance Services is a d/b/a for Generali Global Assistance &
Insurance Services, which is a d/b/a for Customized Services Administrators, Inc.

7. Plaintiffs allege that they purchased a travel insurance policy from Defendants in January 2020 “to protect themselves against the loses [sic] they would incur if their June 15, 2020 trip from their home in San Francisco, California to Istanbul, Turkey was cancelled.” Compl. ¶ 3. Plaintiffs allege that Defendants “wrongfully refused to pay trip cancellation benefits due under the policies” when they cancelled their planned trip to Istanbul due to the government orders issued to reduce the spread of COVID-19. *See id.* ¶¶ 6-7. Plaintiffs assert five causes of action for alleged (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) public injunctive relief and declaratory relief regarding foreseeability pursuant to California Business and Professions Code § 17203, (4) public injunctive relief and declaratory relief regarding “other issues,” and (5) violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* *Id.* ¶¶ 71-112.

8. The Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), which amended 28 U.S.C. § 1332 to grant federal district courts original jurisdiction over putative class actions with 100 or more class members, where the aggregate amount in controversy exceeds \$5 million, and where any member of the class of plaintiffs is a citizen of a state different from any defendant. 28 U.S.C. § 1332(d)(1), (2). As set forth below, this action satisfies each of these requirements for original jurisdiction under CAFA.

9. **Covered Class Action.** This action meets CAFA’s definition of a class action, which is “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B); *see* 28 U.S.C. § 1453(a). The putative class action complaint in this case satisfies this requirement. *See* Compl. ¶¶ 51-70.

10. **Class Action Consisting of More Than 100 Members.** For purposes of removal, the Court looks to a plaintiff’s allegations respecting class size. *See Kuxhausen v. BMW Fin. Servs. NA LLC*, 707 F.3d 1136, 1140 (9th Cir. 2013). Plaintiffs seek certification of a class of “persons who purchased travel insurance from Defendants during the period beginning four years prior to the filing of this action and continuing until March 11, 2020 (the ‘Class Period’),” and who “(i) during the Class Period and while residing in California, purchased travel insurance

1 including coverage for trip cancellations from Defendants; (ii) incurred out of pocket costs in
 2 connection with the trips for which they purchased insurance; (iii) were prevented from taking
 3 their trips by the California Shelter-In-Place Order and/or a similar shelter-in-place order issued
 4 by any local California government; and (iv) have not received payment of trip cancellation
 5 benefits from Defendants.” Compl. ¶ 52. The Complaint alleges that “there are many hundreds
 6 of persons in the Class.” *Id.* ¶ 65. Accordingly, based on the complaint’s allegations, the
 7 aggregate number of putative class members is at least 100 persons, as required by 28 U.S.C.
 8 § 1332(d)(5)(B). *See also* Declaration of Karl Zurlage (“Zurlage Decl.”) ¶ 3.

9 **11. The Parties Are Minimally Diverse.** CAFA requires minimal diversity, that is, at
 10 least one putative class member must be a citizen of a state different from any defendant. 28
 11 U.S.C. § 1332(d)(2)(A). Defendant GUSB maintains its principal place of business in New York,
 12 New York and is domiciled in the State of New York. Compl. ¶ 13. GUSB therefore is a citizen
 13 of New York within the meaning of 28 U.S.C. § 1332(c)(1), which provides that “a corporation
 14 shall be deemed to be a citizen of any State . . . by which it has been incorporated and of the
 15 State . . . where it has its principal place of business.” Plaintiffs are citizens of California.
 16 Compl. ¶¶ 10-11. The minimal diversity requirement under 28 U.S.C. § 1332(d)(2)(A) is
 17 satisfied.

18 **12. The Amount in Controversy Exceeds \$5 Million.** Under CAFA, the claims of
 19 the individual class members are aggregated to determine if the amount in controversy exceeds
 20 the required “sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C.
 21 § 1332(d)(2), (d)(6); *see also Rainero v. Archon Corp.*, 844 F.3d 832, 838-39 (9th Cir. 2016),
 22 citing *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592 (2013) (“Under § 1332(d)(2), a
 23 federal court may exercise diversity jurisdiction over a class that has more than 100 members who
 24 are minimally diverse and whose aggregated claims exceed \$5 million.”). “The amount in
 25 controversy is simply an estimate of the total amount in dispute, not a prospective assessment of
 26 defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010).
 27 While Defendants deny the claims alleged in Plaintiffs’ complaint and further deny that Plaintiffs
 28 or any putative class member is entitled to any monetary or other relief, the amount in

1 controversy here satisfies the jurisdictional threshold for the reasons discussed below.

2 13. Plaintiffs allege that “Defendants have wrongfully refused to pay trip cancellation
3 benefits due under the policies they sold to the Coopers and similarly situated Californians.”
4 Compl. ¶ 7. Plaintiffs allege that the insurance policy purchased from Defendants included “trip
5 cancellation insurance, with trip cancellation benefits in the amount of \$1,644.57.” *Id.* ¶ 21.
6 Plaintiffs allege that they paid a total of \$1,915.42 for their Istanbul trip but incurred a loss of
7 \$147.51 because they “were able to obtain a refund of \$1,644.57.” *Id.* ¶ 48. However, Plaintiffs
8 do not allege that other putative class members were able to obtain refunds, and so the full
9 amount of aggregate trip cancellation benefits is “in controversy” for purposes of CAFA.
10 *Compare Lewis*, 627 F.3d at 400 (holding that where putative class members pursue restitution
11 for alleged unauthorized billings, “the entire amount of the billings,” not just unauthorized
12 billings, is “in controversy” for purposes of CAFA jurisdiction).

13 14. According to GUSB’s records, the aggregate insured amount of trip cancellation
14 benefits for California policyholders with trips scheduled to begin after March 19, 2020—the date
15 of the government orders that Plaintiffs contend are relevant (California Governor Gavin
16 Newsom’s Executive Order N-33-20 and Order of the State Public Health Officer)—exceeds \$5
17 million. *See Zurlage Decl.* ¶ 3.

18 15. Plaintiffs also seek attorneys’ fees, punitive damages, and injunctive relief, which
19 further supports a finding that the \$5 million amount in controversy is satisfied here. *Fritsch v.*
20 *Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 793 (9th Cir. 2018) (calculation of the amount in
21 controversy “includes damages (compensatory, punitive, or otherwise), the costs of complying
22 with an injunction, and attorneys’ fees awarded under fee-shifting statutes or contract.”).

23 16. For these reasons, the amount in controversy exceeds \$5 million. *See Dart*
24 *Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014) (“[A] defendant’s notice
25 of removal need include only a plausible allegation that the amount in controversy exceeds the
26 jurisdictional threshold.”); *see also Salter v. Quality Carriers, Inc.*, 974 F.3d 959, 964 (9th Cir.
27 2020) (“[A] defendant ‘may simply allege or assert that the jurisdictional threshold has been met,’
28 and . . . a removing defendant’s notice of removal ‘need not contain evidentiary submissions but

1 only plausible allegations of jurisdictional elements.”) (quoting *Dart*, 574 U.S. at 88; *Arias v.*
2 *Residence Inn by Marriott*, 936 F.3d 920, 922 (9th Cir. 2019)).

3 **NOTICE TO ADVERSE PARTIES AND STATE COURT**

4 17. In accordance with 28 U.S.C. § 1446(d), Defendants will promptly file in the
5 Superior Court of the State of California, County of San Francisco, and serve Plaintiffs with a
6 copy of a Notice to the Superior Court and to Plaintiffs of Filing of Notice of Removal of Action
7 Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453 in the form of Exhibit 2, which is
8 incorporated by reference.

9 **CONCLUSION**

10 18. Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, Defendants hereby remove
11 this action from the Superior Court of the State of California, County of San Francisco, to the
12 United States District Court for the Northern District of California, San Francisco Division.

13
14 Dated: December 3, 2020

Respectfully submitted,

15 MAYER BROWN LLP
16 BRONWYN F. POLLOCK
17 C. MITCHELL HENDY

18 By: /s/ Bronwyn F. Pollock
19 Bronwyn F. Pollock

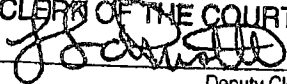
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Superior Court of California
County of San Francisco

AUG 20 2020

CLERK OF THE COURT
BY: 
Deputy Clerk

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION**

MARTHA COOPER and DANIEL
COOPER on behalf of themselves and
all others similarly situated,

Plaintiffs

vs.

GENERALI GLOBAL ASSISTANCE,
INC. (a.k.a. CSA Travel Services) and
GENERALI U.S. BRANCH (a.k.a.
Generali Assicurazioni Generali S.p.A.
(U.S. Branch)),

Defendants.

CASE NO. **CGC-20-587185**

COMPLAINT

Claims for

1. Breach of Contract
2. Breach of the Covenant of Good Faith and Fair Dealing
3. Public Injunctive Relief re Foreseeability
4. Public Injunctive Relief re Other Issues
5. Violations of Business and Professions Code § 17200

NATURE OF THE ACTION

1
2 1. This is a consumer class action brought by Plaintiffs Martha Cooper and Daniel
3 Cooper on behalf of a state-wide class of Californians.

4 2. The Coopers purchased travel insurance from Defendants Generali Global
5 Assistance, Inc. (also known as “CSA Travel Protection”) and Generali U.S. Branch (doing
6 business in California as Generali Assicurazioni Generali S.p.A. (U.S. Branch)).

7 3. The Coopers purchased their policy in January of 2020, to protect themselves
8 against the losses they would incur if their June 15, 2020 trip from their home in San Francisco,
9 California to Istanbul, Turkey was cancelled.

10 4. After the Coopers purchased airplane tickets for their trip and purchased travel
11 insurance from Defendants, California and the United States suffered widespread outbreaks of
12 coronavirus disease 2019 (“COVID-19” or the “coronavirus”).

13 5. As a direct response to the COVID-19 epidemic and in order to prevent the
14 spread of the disease, the State of California, the City and County of San Francisco, and other
15 local governments in California issued shelter-in-place orders, which barred nonessential travel.
16 These orders were first issued in March of 2020 and remain in place as of the filing of this
17 Complaint.

18 6. The Coopers and all members of the class they seek to represent were subject to
19 orders barring nonessential travel; proceeding with the scheduled trips for which they
20 purchased travel insurance from Defendants would have violated these shelter-in-place orders.

21 7. Defendants have wrongfully refused to pay trip cancellation benefits due under
22 the policies they sold to the Coopers and similarly situated Californians. Through their
23 wrongful conduct, Defendants breached their contracts, breached the covenant of good faith
24 and fair dealing implied in those contracts, and violated California’s Unfair Competition Law.

25 8. The Coopers bring this action on behalf of themselves and on behalf of a
26 similarly situated class of California residents. In addition, acting as private attorneys general,
27 the Coopers seek public injunctive relief.
28

JURISDICTION AND VENUE

9. Jurisdiction and venue in this Court is proper. The amount of damages sought is within the jurisdiction of the Superior Court. Each of the causes of action alleged in the complaint arises under California law and Plaintiffs seek certification of a class of California residents. Plaintiffs reside in San Francisco, California and entered into their contract with Defendants in San Francisco. Defendants are conducting business in the San Francisco and a substantial part of the events or omissions giving rise to the claims at issue occurred in San Francisco.

THE PARTIES

10. Plaintiff Martha Cooper is, and at all relevant time was, a citizen of the State of California residing in San Francisco, California.

11. Plaintiff Daniel Cooper is, and at all relevant time was, a citizen of the State of California residing in San Francisco, California. Daniel Cooper is married to Martha Cooper and they are together referred to herein as “Plaintiffs” or the “Coopers.”

12. Defendant Generali Global Assistance, Inc. (“Generali Global”) is a New York corporation with its principal place of business in San Diego, California – where its General Manager for North America, Chief Information Officer for North America, and Chief Insurance Officer are based. Generali Global is in the business of selling and administering travel insurance policies. At all relevant times, Generali Global was selling travel insurance policies to California residents; and was authorized to and was doing business in California.

a. Generali Global was formerly known as “CSA Travel Services.” CSA Travel Services rebranded as Generali Global in 2017. However, for some purposes, Generali Global still does business as “CSA Travel Services” or “CSA Travel Protection and Insurance Services” (collectively “CSA”); or otherwise uses the CSA name. The terms “CSA” and “Generali Global” are used interchangeably herein.

b. Information on CSA is set forth on its websites, <https://www.generalitravelinsurance.com/csa-travel-protection> and <https://www.csatravelprotection.com/about-us>. On its websites CSA describes itself as “a

1 leading provider of travel insurance and other assistance services for consumers and business
 2 partners around the world”; and identifies itself as “founded in 1991 and based in San Diego,
 3 California.”

4 13. Defendant Generali U.S. Branch does business in California as Generali
 5 Assicurazioni Generali S.p.A. (U.S. Branch) and is referred to herein is “Generali U.S.”
 6 Generali U.S. underwrites travel insurance policies sold by Generali Global and administers
 7 those policies through CSA. Generali U.S. maintains its principal place of business in New
 8 York, New York and asserts that it is domiciled in the state of New York. At all relevant times,
 9 Generali Global was authorized to and was doing business in California.

10 14. Plaintiffs are informed and believe, and on that basis allege, that at all times
 11 relevant hereto each of the Defendants was an employee, agent, or representative of each of the
 12 other Defendants and was, with respect to all matters referred to herein, acting within the
 13 course and scope of such employment, agency, or representation. Plaintiffs are informed and
 14 believe, and on that basis allege, that each of the Defendants has ratified, authorized, and/or
 15 approved the acts and/or omissions of each other Defendant alleged herein

16 **THE COOPER’S PURCHASE OF INSURANCE AND THE POLICY’S TERMS**

17 15. The Coopers wanted to take a vacation with their daughter. On January 26,
 18 2020, they purchased three airplane tickets for a family trip to Europe. To start their trip, the
 19 Coopers planned to fly from San Francisco to Istanbul, with a connection in Helsinki.

20 16. The San Francisco-to-Istanbul trip was booked as single itinerary. A true and
 21 correct copy of that itinerary is attached hereto as Exhibit A. The itinerary confirms that the
 22 Coopers were scheduled to depart San Francisco on June 15, 2020 and to arrive in Istanbul on
 23 June 16, 2020. It also confirms that the Coopers purchased “CSA Travel Protection” for their
 24 trip.

25 17. The Coopers purchased their airplane tickets online through JustFly and used a
 26 credit card to pay for the tickets.

27 18. The JustFly website included an electronic solicitation from Defendants,
 28 offering the Coopers the option of buying travel insurance for their trip to Istanbul. The

1 Coopers accepted this offer and purchased a travel insurance policy from Defendants when
 2 they booked their trip. As with the airplane tickets, the Coopers purchased their travel
 3 insurance online. From their home in San Francisco, the Coopers electronically entered into
 4 their contract with Defendants on January 26, 2020.

5 19. Attached hereto as Exhibit B is a true and correct copy of a January 26, 2020,
 6 Policy Confirmation Letter from CSA to Plaintiff Martha Cooper, with the Coopers' street
 7 address redacted. It confirms the Coopers' purchase of a travel protection insurance plan from
 8 Defendants, Policy No. 20026W5835, for a premium of \$123.34. The Coopers used a credit
 9 card to pay the premium.

10 20. The Policy Confirmation Letter in part states, "This plan is Underwritten by
 11 Generali U.S. Branch and Administered by CSA Travel Protection."

12 21. In addition, the Policy Confirmation Letter includes a "Schedule of Benefits."
 13 The Schedule of Benefits confirms that the insurance policy Defendants sold to the Coopers
 14 included trip cancellation insurance, with trip cancellation benefits in the amount of \$1,644.57.

15 22. On January 26, 2020, together with the Policy Confirmation Letter, Defendants
 16 sent the Coopers a copy of their travel insurance policy, Master Policy No. TMP100010 (the
 17 "Policy") – including a notation that the Policy was "Underwritten by Generali U.S. Branch,"
 18 and a term identifying "CSA Travel Protection" as the "Program Administrator." A true and
 19 correct copy of the Policy is attached hereto as Exhibit C.

20 23. The Policy includes a "Trip Cancellation Benefit," which in part provides as
 21 follows.

22 Benefits will be paid, up to the amount in the Schedule, for the forfeited,
 23 prepaid, non-refundable, non-refunded and unused published Payments
 24 that you paid for your Trip, if you are prevented from taking your Trip due
 25 to one of the following unforeseeable Covered Events that occur before
 departure on your Trip to you or your Traveling Companion, while your
 coverage is in effect under this Policy.

26 24. The Policy's Trip Cancellation Benefit lists "Being hijacked or Quarantined" as
 27 one of the relevant "Covered Events." The Policy defines "Quarantine" as meaning "the
 28

1 enforced isolation of you or your Traveling Companion, for the purpose of preventing the
2 spread of illness, disease or pests.”

3 25. The Policy includes various exclusions. Defendants contend that two of these
4 exclusions are relevant to claims made based on the cancellation of trips as a result of shelter-
5 in-place orders issued in response to the COVID-19 epidemic.

6 26. Exclusion 1.q states, “We will not pay for any loss under this Policy, caused by,
7 or resulting from ... travel restrictions imposed for a certain area by governmental authority.”

8 27. Exclusion 1.t states, “We will not pay for any loss under this Policy, caused by,
9 or resulting from ... any issue or event that could have been reasonably foreseen or expected
10 when you purchased the coverage.”

11 **GOVERNMENTAL RESPONSES TO COVID-19**

12 28. COVID-19 is caused by severe acute respiratory syndrome coronavirus 2.
13 Common symptoms include fatigue, fever, coughing, and respiratory complications that
14 sometimes may be severe. COVID-19 is currently believed to be highly contagious – with the
15 disease being easily transmitted between people in close contact via droplets expelled into the
16 air by a person sneezing, coughing, singing, or talking.

17 29. The coronavirus can be fatal. Based on the data it has collected, updated as of
18 August 6, 2020, Johns Hopkins University reports that the mortality rate for confirmed cases of
19 COVID-19 in the United States is 3.3%. *See* <https://coronavirus.jhu.edu/data/mortality>.

20 30. The first cases of COVID-19 were detected in Wuhan China and were reported
21 on December 31, 2019.

22 31. On January 30, 2020, the World Health Organization (“WHO”) noted that cases
23 of COVID 19 had been detected outside of China and declared “a public health emergency of
24 international concern over the global outbreak of novel coronavirus.”

25 [https://www.who.int/dg/speeches/detail/who-director-general-s-statement-on-ihr-emergency-](https://www.who.int/dg/speeches/detail/who-director-general-s-statement-on-ihr-emergency-committee-on-novel-coronavirus-(2019-ncov))
26 [committee-on-novel-coronavirus-\(2019-ncov\)](https://www.who.int/dg/speeches/detail/who-director-general-s-statement-on-ihr-emergency-committee-on-novel-coronavirus-(2019-ncov)). The WHO’s declaration in part stated. “First,
27 there is no reason for measures that unnecessarily interfere with international travel and trade.
28 WHO doesn’t recommend limiting trade and movement.” *Id*

1 32. On January 30, 2020, the U. S. Centers for Disease Control and Prevention
 2 (“CDC”) issued a press release reporting the “the first instance of person-to-person spread” of
 3 COVID-19 within the United States. [https://www.cdc.gov/media/releases/2020/p0130-](https://www.cdc.gov/media/releases/2020/p0130-coronavirus-spread.html)
 4 [coronavirus-spread.html](https://www.cdc.gov/media/releases/2020/p0130-coronavirus-spread.html). The press release included CDC’s recommendation that “travelers
 5 avoid all nonessential travel to China”; but also stated, “CDC deems the immediate risk from
 6 this virus to the general public to be low.” *Id.*

7 33. The following day, January 31, 2020, President Trump issued a proclamation
 8 banning travel from China to the United States. This ban did not apply to United States citizens
 9 or to multiple other categories of people. The ban did not purport to bar U.S. citizens or the
 10 residents of any state from traveling anywhere.

11 34. A month later, on February 29, 2020, President Trump issued a second
 12 proclamation, which banned travel from Iran to the United States. This ban did not apply to
 13 United States citizens or to multiple other categories of people. It did not purport to bar U.S.
 14 citizens or the residents of any state from traveling anywhere.

15 35. The President’s Coronavirus Task Force held a press conference addressing the
 16 proclamation regarding travel from Iran on February 29, 2020; and the White House released a
 17 transcript of the press conference. [https://www.whitehouse.gov/briefings-statements/remarks-](https://www.whitehouse.gov/briefings-statements/remarks-president-trump-vice-president-pence-members-coronavirus-task-force-press-conference-2/)
 18 [president-trump-vice-president-pence-members-coronavirus-task-force-press-conference-2/](https://www.whitehouse.gov/briefings-statements/remarks-president-trump-vice-president-pence-members-coronavirus-task-force-press-conference-2/).

19 36. Regarding the safety of travel to and from the West Coast of the United States,
 20 the February 29, 2020 transcript reports the following exchange between a reporter, U.S.
 21 Department of Health and Human Services Secretary Alex Azar, and CDC Director Dr.
 22 Robert Redfield.

23 Q Is traveling to Washington State okay?

24 SECRETARY AZAR: Yes it is. Yes.

25 Q It is?

26 SECRETARY AZAR: Yes. Yes. Dr. Redfield, because you mentioned that, I
 27 want to make sure we answer that question.

28 Q And California. Can we travel to California — to and from California and
 Washington State?

1 DR. REDFIELD: I just want to echo again that the risk is low — the risk is
 2 low. I encourage Americans to go about their life. That includes travel to
 3 California, Oregon, and the state of Washington.

4 37. On March 11, 2020, the WHO declared COVID to be a pandemic. That same
 5 day, President Trump issued another proclamation — this one banning travel from much of
 6 Europe to the United States. Like President Trump’s prior proclamations, this one did not apply
 7 to U.S. citizens and did not purport to impose travel restrictions on the residents of any state.

8 38. On March 16, 2020, an order directing residents to shelter at home was issued
 9 by the public health officers of Alameda, Contra Costa, Marin, San Francisco, San Mateo, and
 10 Santa Clara counties (collectively the “Bay Area Counties”), and the City of Berkeley. The
 11 substantive terms of this shelter-in-place order were the same for all Bay Area Counties and the
 12 City of Berkeley (which is in Alameda County).

13 39. A true and correct copy of the March 16, 2020 shelter-in-place order issued by
 14 the City and County of San Francisco (the “San Francisco Shelter-In-Place Order”) is attached
 15 hereto as Exhibit D. The Order in part states as follows.

16 The virus that causes Coronavirus 2019 Disease (“COVID-19”) is easily
 17 transmitted, especially in group settings, and it is essential that the spread of the
 18 virus be slowed to protect the ability of public and private health care providers
 19 to handle the influx of new patients and safeguard public health and safety.
 20 Because of the risk of the rapid spread of the virus, and the need to protect all
 21 members of the community and the Bay Area region, especially including our
 22 members most vulnerable to the virus and also health care providers, this Order
 23 requires all individuals anywhere in San Francisco to shelter in place—that is,
 24 stay at home—except for certain essential activities and work to provide
 25 essential business and government services or perform essential public
 26 infrastructure construction, including housing.

27 40. Section 5 of the San Francisco Shelter-In-Place Order provides, “All travel,
 28 including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public
 transit, except Essential Travel and Essential Activities as defined below in Section 10, is
 prohibited.”

41. Section 12 states, “Pursuant to Government Code sections 26602 and 41601 and
 Health and Safety Code section 101029, the Health Officer requests that the Sheriff and the
 Chief of Police in the County ensure compliance with and enforce this Order. The violation of
 any provision of this Order constitutes an imminent threat and creates an immediate menace to

1 public health.” The Order’s introductory paragraph similarly warns, “Violation of or failure to
2 comply with this Order is a misdemeanor punishable by fine, imprisonment, or both.”

3 42. On March 19, 2020, Gavin Newsom Governor of the State of California issued
4 Executive Order N-33-2 (the “California Shelter-In-Place Order”), which “in order to protect
5 public health ... order[ed] all individuals living in the state of California to stay home or at
6 their place of residence except as needed to maintain ... critical infrastructure” and other
7 operations deemed critical. A true and correct copy of the California Shelter-In-Place Order is
8 attached hereto as Exhibit E.

9 43. Section 4 of the Order states, “This Order shall be enforceable pursuant to
10 California law, including but not limited to, Government Code section 8665.” Government
11 Code § 8665 in turn provides, “Any person who ... refuses or willfully neglects to obey any
12 lawful order or regulation promulgated or issued as provided in this chapter, shall be guilty of a
13 misdemeanor and, upon conviction thereof, shall be punishable by a fine of not to exceed one
14 thousand dollars (\$1,000) or by imprisonment for not to exceed six months or by both...”

15 44. Since being issued, the California Shelter-In-Place Order and the San Francisco
16 Shelter-In-Place Order have been amended. However, both remain in force. In addition to the
17 Bay Area Counties other local governments have also issued shelter-in-place orders. All
18 California residents were still subject to travel restrictions as of the filing of this action.

19 **DEFENDANTS’ DENIAL OF THE COOPERS’ CLAIM**

20 45. The Cooper’s vacation travel was not “essential” or “critical,” and thus was not
21 exempt from the travel restrictions imposed by the California Shelter-In-Place Order and the
22 San Francisco Shelter-In-Place Order.

23 46. On May 17, 2020, the Coopers submitted a claim to Defendants. A true and
24 correct copy of the claim, with birthdates partially redacted, is attached hereto as Exhibit F.

25 47. The Coopers have not been able to obtain a complete refund from the airlines of
26 the payments they made to book their trip to Istanbul.

27 48. As confirmed by Exhibit A, the Coopers paid a total of \$1,915.42 for the San
28 Francisco-to-Istanbul trip, including \$123.34 for the CSA travel insurance. The cost of the trip,

1 excluding the insurance payment to Defendants, was \$1,792.08. The Coopers were able to
 2 obtain a refund of \$1,644.57. They thus incurred a loss of \$147.51.

3 49. Defendants nevertheless denied the Coopers' claim. Attached hereto as Exhibit
 4 G is a true and correct copy of June 15, 2020 Claims Correspondence from CSA to Plaintiff
 5 Martha Cooper, with the Coopers' street address redacted. It provides in pertinent part as
 6 follows.

7 Your policy only provides benefits for specific, listed events including
 8 Quarantine, and defines Quarantine as, "... the enforced isolation of you or
 9 your Traveling Companion, for the purpose of preventing the spread of illness,
 10 disease or pests."

11 Please also note stay-at-home orders are not considered Quarantine as these
 12 stay-at-home orders are not enforced isolation.

13 Additionally, the policy states "We will not pay for any loss under this Policy,
 14 caused by, or resulting from: ... travel restrictions imposed for a certain area by
 15 governmental authority."

16 As the reason for your cancellation does not meet the requirements of a listed,
 17 Covered Event and is subject to exclusion, no benefits are payable for your
 18 claim.

19 50. The Coopers dispute both Defendants' denial of their claim and Defendants'
 20 interpretation of the terms of the Policy.

21 CLASS ALLEGATIONS

22 51. Plaintiffs bring this action as a class action pursuant to California Code of Civil
 23 Procedure § 382.

24 52. Plaintiffs seek to represent a state-wide class (the "California Class") consisting
 25 of persons who purchased travel insurance from Defendants during the period beginning four
 26 years prior to the filing of this action and continuing until March 11, 2020 (the "Class Period"),
 27 and as further defined below in subparagraphs (a) and (b).

28 a. The California Class consists of all persons who (i) during the Class
 Period and while residing in California, purchased travel insurance including coverage for trip
 cancellations from Defendants; (ii) incurred out of pocket costs in connection with the trips for
 which they purchased insurance; (iii) were prevented from taking their trips by the California

1 Shelter-In-Place Order and/or a similar shelter-in-place order issued by any local California
2 government; and (iv) have not received payment of trip cancellation benefits from Defendants.

3 b. Specifically excluded from the California Class are the officers, directors,
4 employees, and agents of Defendants; any attorney representing Defendants or Plaintiffs in this
5 action; and any judge or other judicial officer presiding over this action, as well as the staff and
6 immediate family of any such judge or judicial officer.

7 53. Plaintiffs reserve the right to, as appropriate, seek certification of one or more
8 subclasses – including, without limitation, the following.

9 a. The “Early Purchaser Subclass,” defined to mean all members of the
10 California Class who purchased travel insurance from Defendants before January 29, 2020.

11 b. The “February Subclass,” defined to mean all members of the California
12 Class who purchased travel insurance from Defendants before February 29, 2020.

13 c. The “Bay Area Subclass,” defined to mean all members of the California
14 Class residing in the Bay Area Counties.

15 54. The Early Purchaser Subclass, February Subclass, and Bay Area Subclass
16 (collectively the “Subclasses”) are all fully encompassed by the California Class. The term
17 “Class” thus is used to refer to the California Class and to the Subclasses included within it.
18 The term “Class Member” means any person included in the Class.

19 55. Plaintiffs Martha and Daniel Cooper are members of the California Class and
20 all of the Subclasses.

21 56. Plaintiffs and all other Class Members are similarly situated.

22 57. Plaintiffs and all other Class Members purchased travel insurance from
23 Defendants. Plaintiffs are informed and believe and based thereon allege and that all Class
24 Members obtained travel insurance coverage under the Master Policy No. TMP100010 form or
25 under an alternate form providing substantively identical trip cancelation insurance.

26 58. Plaintiffs and all other Class Members were subject to the California Shelter-In-
27 Place Order and/or similar shelter-in-place orders issued by local governments in California.
28

1 Such orders included travel restrictions that barred Class Members from proceeding with the
2 scheduled trips for which they had purchased travel insurance.

3 59. Plaintiffs and all other Class members were harmed and suffered injury in fact.
4 They paid insurance premiums to Defendants but did not receive the trip cancellation benefits
5 for which they had contracted, and which were due to them under the terms of the travel
6 insurance policies they purchased from Defendants.

7 60. Defendants were contractually obligated to pay trip cancellation benefits to
8 Class Members who were subject to COVID-19 shelter-in-place orders at the time they were
9 scheduled to depart on the trips for which they had purchased travel insurance. But Defendants
10 have a common practice of deeming all COVID-19 shelter-in-place orders to be insufficient to
11 establish “Quarantine” triggering coverage under Defendants’ travel insurance policies.

12 61. Defendants also have a common practice of deeming all COVID-19 shelter-in-
13 place orders to constitute “travel restrictions imposed for a certain area by governmental
14 authority” so that claims for trip cancellation benefits based on such orders are excluded from
15 coverage under the Defendants’ travel insurance policies.

16 62. Plaintiffs are informed and believe and based thereon allege and that Defendants
17 have a further common practice of asserting that, the issuance of shelter-in-place orders
18 imposing coronavirus-related travel restrictions was an “event that could have been reasonably
19 foreseen or expected” so that claims for trip cancellation benefits based on such orders are
20 excluded from coverage under the Defendants’ travel insurance policies.

21 63. With respect to each Class Member, Defendants have refused to make trip
22 cancellation benefit payments due under their policies.

23 64. Certification of the Class is proper pursuant to the provisions of California Code
24 of Civil Procedure § 382 because there is a well-defined community of interest in the litigation
25 and because, as more fully stated below, the proposed Class is ascertainable; the Class is so
26 numerous that joinder of all members is impracticable; the claims of the representative
27 Plaintiffs are typical of the claims of the class; the representative Plaintiffs will fairly and
28 adequately protect the interests of the Class; there are questions of law or fact common to the

1 Class; questions of law or fact common to all members of the Class predominate over any
2 questions affecting only individual members of the Class; and a class action is superior to other
3 available methods for fairly and efficiently adjudicating the claims at issue.

4 65. *Numerosity and Ascertainability.* The members of the Class are so numerous
5 that joinder of all Class Members is impracticable. While the exact number of Class Members
6 is unknown to Plaintiffs at this time, the number and identities of members of the Class can
7 easily be determined from the Defendants' records. Moreover, the definition of the Class set
8 forth in this complaint is sufficient to allow Class Members to identify themselves as having a
9 right to recover based on the description of the Class. Plaintiffs are informed and believe and
10 based thereon allege that there are many hundreds of persons in the Class.

11 66. *Typicality.* The proposed representatives of the Class are members of the Class
12 and their claims are typical of the claims of the Class Members. The proposed representatives
13 of the Class and unnamed members of the class have all been similarly affected by, among
14 other things, Defendants' breach of contract and Defendants' failure to pay trip cancellation
15 benefits due for trips cancelled because of coronavirus-related, shelter-in-place orders. All
16 Class Members paid premiums to Defendants for trip-cancellation insurance but did not receive
17 the benefits for which they paid.

18 67. *Adequacy.* Plaintiffs are ready and able fairly and adequately to protect the
19 interests of the Class Members. Plaintiffs have retained counsel who have the skill and
20 experience to effectively prosecute this action on behalf of the class.

21 68. *Common Questions.* Common questions of law and fact exist as to all Class
22 Members. These common questions include, but are not limited to, the following.

23 a. Whether – notwithstanding the provisions of the California Shelter-In-
24 Place Order making violations punishable by a fine, imprisonment, or both under Government
25 Code § 8665 – Defendants properly may assert that such stay-at-home orders are not “enforced
26 isolation” sufficient to qualify as “Quarantine” or to trigger trip cancellation coverage under
27 Defendants' travel insurance policies.

b. Whether – notwithstanding the fact that the California Shelter-In-Place Order restricts travel generally, without regard to any traveler’s scheduled destination – Defendants properly may assert that the terms of such stay-at-home orders constitute “travel restrictions imposed for a certain area by governmental authority” or otherwise justify Defendants’ refusal to pay trip-cancellation benefits under Defendants’ travel insurance policies.

c. Whether – notwithstanding the fact that, at least as recently as February 29, 2020, CDC Director Redfield was encouraging Americans to travel to and from California – Defendants properly may assert that Class Members purchasing travel insurance prior to March 11, 2020, should have reasonably foreseen the entry of shelter-in-place orders by state and local governments in California.

d. Whether Defendants’ common conduct with respect to the Class Members constituted a breach of Defendants’ contracts with the Class Members

e. Whether Defendants’ common conduct with respect to the Class Members constituted a breach of Defendants’ covenant of good faith and fair dealing.

f. Whether Defendants are obligated to pay the trip cancellation benefits specified in their travel insurance policies to the Class Members.

69. *Predominance.* These common questions predominate over any questions that affect only individual members of the Class. This is so, in part, because (a) all members of the Class are subject to the same California Shelter-In-Place Order; and (b) Defendants entered into common, standardized, form contracts with all members of the Class.

70. *Superiority.* A class action is superior to other available means for the fair and efficient adjudication of this controversy because joinder of all members of the Class is impractical; and class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual Class Member are relatively small, the expense of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them. Such individual litigation

1 also would impose unnecessary burdens on the court system; and would present the potential
 2 for inconsistent or contradictory judgments. There will be no difficulty in the management of
 3 this matter as a class action.

4 **FIRST CAUSE OF ACTION**

5 **(For breach of contract; brought by Plaintiffs individually**
 6 **and on behalf of the Class)**

7 71. Plaintiffs reallege and incorporate all of the preceding paragraphs as though
 8 fully set forth in this cause of action.

9 72. With respect to each Class Member, Defendants entered into a contract for
 10 travel insurance, which by its terms obligated Defendants to pay trip cancellation benefits to
 11 any policyholder prevented from taking an insured trip due to any “unforeseeable Covered
 12 Events” including “Quarantine.”

13 73. Each such contract was supported by the premium paid to Defendants by the
 14 Class Member and/or by other consideration.

15 74. All Class Members have performed any duties imposed on them by their
 16 insurance contracts with Defendants or have been excused from performing such duties.

17 75. At the time that each Class Member was scheduled to depart for an insured trip,
 18 the Class Member was subject to the California Shelter-In-Place Order and/or local shelter in-
 19 place-orders. The California Shelter-In-Place Order and similar, local orders were enforceable;
 20 and violators could be punished by fine, imprisonment, or both. Such orders imposed
 21 “enforced isolation” or “Quarantine” under the terms of Defendants’ travel insurance policies.

22 76. With respect to each Class Member, Defendants have committed a breach of
 23 contract by failing to pay the Class Member the trip cancellation benefits due under the Class
 24 Member’s travel insurance policy.

25 77. Each Class Member has been denied a payment to which he or she was entitled
 26 and has been damaged by Defendants’ breach of contract.

78. Plaintiffs on behalf of themselves and all Class Members seek recovery for Defendants' breach of contract and pray for relief, including an award of damages and attorneys' fees, as set forth below.

SECOND CAUSE OF ACTION

**(For breach of the implied covenant of good faith and fair dealing;
brought by Plaintiffs individually and on behalf of the Class)**

79. Plaintiffs reallege and incorporate all of the preceding paragraphs as though fully set forth in this cause of action.

80. Under California law, “There is an implied covenant of good faith and fair dealing in every contract that neither party will do anything which will injure the right of the other to receive the benefits of the agreement.” *Comunale v. Traders & General Ins. Co.* (1958) 50 Cal.2d 654, 658. “This principle is applicable to policies of insurance.” *Id.*

81. Defendants owe, and at all material times referenced herein have owed, a duty of good faith and fair dealing to the Class Members, all of whom are its insureds.

82. Defendants have breached their duty of good faith and fair dealing to the Class Members by, among other things, unreasonably and improperly refusing to pay trip cancellation benefits due to the Class Members under the terms of the travel insurance policies they purchased from Defendants.

83. Defendants’ bad faith conduct also includes, without limitation, unreasonably asserting that shelter-in-place orders enforceable by fine or imprisonment did not establish “enforced isolation” or “Quarantine” under the terms of Defendants’ travel insurance policies; and unreasonably asserting that – at times prior to March 11, 2020 – the issuance of shelter-in-place orders imposing coronavirus-related travel restrictions was reasonably foreseeable.

84. In taking such actions, Defendants acted with malice, fraud, and/or oppression, as defined in California Civil Code § 3294.

85. As a proximate result of Defendants' actions, Plaintiffs and the Class have suffered and will continue to suffer substantial prejudice and damages. As a further proximate result of Defendants' actions, Plaintiffs and the Class have incurred, and will continue to incur,

attorneys' fees and related costs in order to obtain the insurance contract benefits Defendants have improperly withheld.

86. As a result of Defendants' conduct, as alleged herein, Plaintiffs are entitled to recover their damages, including attorneys' fees and expenses, and to claim and recover punitive damages from Defendants' in amounts to sufficient to punish and make an example of Defendants in order to deter such conduct in the future.

87. Plaintiffs on behalf of themselves and all Class Members pray for relief as set forth below.

THIRD CAUSE OF ACTION

(For public injunctive relief and declaratory relief re foreseeability; brought by Plaintiffs as private attorneys general under Business and Professions Code § 17203)

88. Plaintiffs reallege and incorporate all of the preceding paragraphs as though fully set forth in this cause of action.

89. The conduct of Defendants as alleged in this complaint violates California's prohibitions against unfair competition, which are set forth in Business and Professions Code § 17200, *et seq.* (the "Unfair Competition Law" or the "UCL"). The Unfair Competition Law prohibits business practices that are unlawful, unfair, or fraudulent.

90. Pursuant to Business and Professions Code § 17204, suit may be brought for violations of the UCL by any "person who has suffered injury in fact and has lost money or property as a result of the unfair competition."

91. "Public injunctive relief remains a remedy available to private plaintiffs under the UCL." *McGill v. Citibank*, N.A. (2017) 2 Cal. 5th 945, 961. And a claim for public injunctive relief need not be prosecuted as a class action. *Id.* at 960.

92. As alleged above, Plaintiffs the have suffered injury in fact and have lost money or property as a result of Defendants' business practices. In accordance with Business and Professions Code § 17204 and *McGill*, Plaintiffs assert this claim for public injunctive relief. They assert this claim as private attorneys general acting on behalf of the public and not as representatives of a class.

93. Because the conduct of Defendants as alleged in this complaint violates the covenant of good faith and fair dealing, Defendants' conduct constitutes an unlawful business practice and also violates the UCL.

94. Defendant's conduct as alleged in this complaint additionally constitutes an unfair business practice and violates the UCL because, among other reasons, (a) Defendants' conduct is oppressive and substantially injurious to consumers; (b) the harm to consumers is not outweighed by any countervailing benefits or justifications; and (c) the harm to consumers is not something consumers could have avoided.

95. An actual controversy exists regarding Defendants' contention that, prior to March 11, 2020, the issuance of shelter-in-place orders imposing coronavirus-related travel restrictions constituted an "event that could have been reasonably foreseen or expected" so that claims for trip cancellation benefits based on such orders are excluded from coverage under the Defendants' travel insurance policies.

96. A judicial declaration is necessary and appropriate to resolve this controversy. Further, Defendants will continue to wrongfully deny claims for trip cancellation benefits based on the contention that the entry of shelter-in-place orders was foreseeable unless enjoined from doing so.

97. Plaintiffs thus are entitled to declaratory and injunctive relief – and to an award of attorneys’ fees pursuant to Code of Civil Procedure § 1021.5 – and pray for relief as set forth below.

FOURTH CAUSE OF ACTION

(For public injunctive relief and declaratory relief re other issues; brought by Plaintiffs
as private attorneys general under Business and Professions Code § 17203)

98. Plaintiffs reallege and incorporate all of the preceding paragraphs as though fully set forth in this cause of action.

99. Plaintiffs assert this claim for public injunctive relief as private attorneys general acting on behalf of the public and not as representatives of a class.

100. For the reasons alleged above, Defendants' business practices are unlawful and unfair, and violate the UCL.

101. An actual controversy exists regarding Defendants' contentions that (a) persons subject to the California Shelter-In-Place Order and/or similar, local orders are not subject to "Quarantine" as that term is defined in Defendants' travel insurance policies; and (b) the California Shelter-In-Place Order and/or similar, local orders set forth "travel restrictions imposed for a certain area by governmental authority" so that claims for trip cancellation benefits based on such orders are excluded from coverage under the Defendants' travel insurance policies.

102. A judicial declaration is necessary and appropriate to resolve this controversy. Further, unless enjoined from doing so, Defendants will continue to wrongfully to deny claims for trip cancellation benefits based on unreasonable constructions of the term "Quarantine" and the phrase "travel restrictions imposed for a certain area by governmental authority" used in Defendants' travel insurance policies.

103. Plaintiffs thus are entitled to declaratory and injunctive relief – and to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 – and pray for relief as set forth below.

FIFTH CAUSE OF ACTION

(For violations of Business and Professions Code § 17200;

brought by Plaintiffs individually and on behalf of the Class)

104. Plaintiffs reallege and incorporate all of the preceding paragraphs as though fully set forth in this cause of action.

105. To the extent that Plaintiffs and the Class cannot obtain complete relief based on the claims asserted in the First through Fourth Causes of Action, Plaintiff assert this Fifth Cause of Action as an additional or alternative ground for relief. Plaintiffs assert this Fifth Cause of Action on behalf of themselves and on behalf of the Class.

106. For the reasons alleged above, Defendants' business practices are unlawful and unfair, and violate the UCL.

1 107. Defendants, through their unlawful and unfair business practices alleged herein,
2 have received and retained moneys that rightfully belong to Plaintiffs and the other similarly
3 situated class members. As a further result of these unfair business practices, Defendants have
4 been unjustly enriched and have achieved an unfair competitive advantage over their legitimate
5 business competitors at the expense of Plaintiffs and other similarly situated class members,
6 and the public at large.

7 108. Business and Professions Code § 17203 authorizes the Court to enjoin unlawful,
8 unfair, and fraudulent business practices and to restore to an aggrieved person any money or
9 property acquired by means of such practices. Defendants will continue to engage in the
10 unlawful and unfair business practices alleged herein unless enjoined from doing so. Plaintiffs
11 thus seek declaratory and injunctive relief against Defendants regarding these practices.

12 109. On behalf of themselves and the Class, Plaintiffs also seek restitution of all
13 sums Defendants took based on the above-described unlawful and unfair business practices. If
14 Class Members subject to shelter-in-place orders that prevented them from proceeding with the
15 trips for which they purchased insurance are not receiving the trip cancellation benefits
16 specified in their policies, the Class Members are entitled to restitution of, at a minimum, all
17 premiums paid to Defendants for those policies.

18 110. To restore to the Class Members their “interest any money or property, real or
19 personal, which may have been acquired by means of ... unfair competition,” as required by
20 Business and Professions Code § 17203, restitution must be in the form of cash payments.

21 111. Defendants also are liable for attorneys’ fees under Code of Civil Procedure
22 § 1021.5.

23 112. Plaintiffs on behalf of themselves and all Class Members pray for relief as set
24 forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows.

On the First Cause of Action:

1. For an order determining that this action may be maintained as a class action, certifying the California Class and/or such subclasses as the Court finds appropriate, appointing Plaintiffs Martha and Daniel Cooper as representatives of any certified class or subclass, and appointing Plaintiffs' counsel as counsel for any certified class or subclass;

2. For damages according to proof, together with prejudgment and post-judgment interest as allowed by law; and

3. For attorneys' fees pursuant to California Code of Civil Procedure §1021.5, or as otherwise requested by Plaintiffs and/or their counsel and allowed by law.

On the Second Cause of Action:

1. For an order determining that this action may be maintained as a class action, certifying the California Class and/or such subclasses as the Court finds appropriate, appointing Plaintiffs Martha and Daniel Cooper as representatives of any certified class or subclass, and appointing Plaintiffs' counsel as counsel for any certified class or subclass;

2. For damages according to proof, together with prejudgment and post-judgment interest as allowed by law;

3. For punitive damages according to proof; and

4. For attorneys' fees incurred in obtaining policy benefits and other attorneys' fees as allowed by law.

On the Third and Fourth Causes of Action:

1. For public injunctive relief and declaratory relief; and

2. For attorneys' fees pursuant to California Code of Civil Procedure §1021.5, or as otherwise requested by Plaintiffs and/or their counsel and allowed by law.

On the Fifth Cause of Action:

1. For an order determining that this action may be maintained as a class action, certifying the California Class and/or such subclasses as the Court finds appropriate, appointing

1 Plaintiffs Martha and Daniel Cooper as representatives of any certified class or subclass, and
2 appointing Plaintiffs' counsel as counsel for any certified class or subclass;

3 2. For restitution according to proof, together with prejudgment and post-judgment
4 interest as allowed by law;

5 3. For injunctive and declaratory relief; and

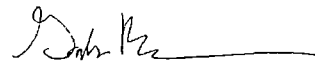
6 4. For attorneys' fees pursuant to California Code of Civil Procedure §1021.5, or
7 as otherwise requested by Plaintiffs and/or their counsel and allowed by law

8 On All Causes of Action:

9 1. For litigation expenses and costs of suit; and

10 2. For all other relief which the Court shall deem just and equitable.

11
12 Dated: August 18, 2020




Gordon W. Renneisen
CORNERSTONE LAW GROUP

Attorneys for Plaintiffs and all others
similarly situated

17 **JURY DEMAND**

18 Plaintiffs demand trial by jury.

19
20 Dated: August 18, 2020



Gordon W. Renneisen
CORNERSTONE LAW GROUP

Attorneys for Plaintiffs and all others
similarly situated