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Attorneys for Plaintiffs,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES— UNLIMITED CIVIL**

Alex Figueroa; Gina Marie
Urizar; and Bonafacio Burdios;
Individually and On Behalf Of
Others Similarly Situated,

Plaintiff,

v.

BISSELL HOMECARE, INC.,

Defendant.

Case No.: **21STCV13581**

CLASS ACTION COMPLAINT

- I. VIOLATION OF THE SONG-
BEVERLY CONSUMER
WARRANTY ACT;**
- II. VIOLATION OF THE
CONSUMER LEGAL
REMEDIES ACT;**
- III. VIOLATION OF
CALIFORNIA'S UNFAIR
COMPETITION LAW**

JURY TRIAL DEMANDED

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1. Plaintiffs Alex Figueroa, Gina Marie Urizar, and Bonafacio Burdios (together the “Plaintiffs”), on behalf of themselves and others similarly situated, brings this class action suit against BISSELL HOMECARE, INC. (“Defendant”) for violations of California’s Song Beverly Consumer Warranty Act (“SBA”), *California Civil Code* §§ 1790, *et seq.*; California’s Consumer Legal Remedies Act (“CLRA”), *California Civil Code* §§ 1750, *et seq.*; and California’s Unfair Competition Law (“UCL”), *California Business and Professions Code* §§ 17200, *et seq.*

SUMMARY

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2. Defendant is a manufacturer of products and advertises that its products are sold with express warranties.
 3. Defendant includes within its product packaging a warranty activation card or makes warranty registration form available online.
 4. The SBA explicitly requires a manufacturer who chooses to provide a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, to have the card or form include statements that:
 - a. Inform the consumer that the card or form is for product registration; and,
 - b. Inform the consumer that failure to complete and return the card or form does not diminish the individual’s warranty rights.
 5. Defendant intentionally omits any such statements that are expressly required by the SBA.
 6. As a result of Defendant’s unlawful and deceitful business practices, Defendant is able to chill warranty claims and benefit economically by duping consumers into thinking they do not have warranty rights unless they fill out the form and provide their personal information to Defendant. Or even worse, consumers

1 actually do not have the warranties that were promised to them when they
2 purchased their products as they must now register their warranties, a
3 requirement that was not disclosed at the time of purchase. Consumers are thus
4 additionally deceived into purchasing products they would not have, had they
5 known they did not actually come with warranties.

6 7. Either scenario results in Defendant benefitting at the consumer's expense.

7 8. Defendant's unlawful and deceptive practices alleged herein violate the SBA, the
8 CLRA, and the UCL.

9 **PARTIES**

10 9. Plaintiff Figueroa, is and at all times relevant herein was, an individual residing
11 in the County of Los Angeles, State of California.

12 10. Plaintiff Figueroa is the purchaser of Defendant's Bissell Cleanview Vacuum.

13 11. Plaintiff Urizar, is and at all times relevant herein was, an individual residing in
14 the County of Santa Clara, State of California in Santa Clara County.

15 12. Plaintiff Urizar is a purchaser of Defendant's Bissell Powerease Swivel Pet
16 Rewind Vacuum.

17 13. Plaintiff Burdios, is and at all times relevant herein was, an individual residing
18 in The County of Sacramento, State of California.

19 14. Plaintiff Burdios is a purchaser of Defendant's Bissell Power Force Vacuum.

20 15. The above-mentioned products are referred to herein collectively as the
21 "Products."

22 16. Upon information and belief, Defendant is a Michigan Corporation that does
23 continuous and substantial business throughout the state of California, including
24 Los Angeles County.

25 17. At all relevant times, Defendant was engaged in the business of marketing,
26 supplying, and selling its products, including the Product purchased by Plaintiff,
27 to the public through a system of marketers, retailers and distributors.

28 18. Upon information and belief, all acts of employees of Defendant as alleged were

1 authorized or ratified by an officer, director, or managing agent of the employer.

2 **JURISDICTION AND VENUE**

3 19. Subject matter jurisdiction is proper in this Court for the California statutory
4 causes of action.

5 20. This Court has personal jurisdiction over Defendant because Defendant
6 conducts substantial business in the County of Los Angeles, State of California;
7 and, Plaintiff Figueroa was injured in the County of Los Angeles, where Plaintiff
8 Figueroa resides.

9 21. Venue is proper.

10 **FACTUAL ALLEGATIONS**

11 **PLAINTIFF FIGUEROA**

12 22. Sometime in 2019, Plaintiff Figueroa visited a Target physical retail store
13 located in Alhambra, California looking to purchase new home appliances.

14 23. Plaintiff Figueroa saw Defendant's Product, a Bissell Cleanview Vacuum,
15 advertised for sale.

16 24. It was represented to Plaintiff Figueroa that the Product was accompanied by
17 Defendant's express warranties.

18 25. Relying on the affirmative warranty promise, as any reasonable consumer
19 would, Plaintiff Figueroa purchased the Product for approximately \$89.99 from
20 Target.

21 26. Upon opening the Product's packaging, Plaintiff Figueroa discovered that the
22 Product did not come with a warranty as Plaintiff Figueroa was led to believe.

23 27. Rather, Plaintiff Figueroa found a warranty registration card located within the
24 Product's packaging requiring Plaintiff Figueroa to "Register [his] product
25 today" online at <https://www.bissell.com>.

26 28. This is not what Plaintiff Figueroa was led to believe, nor what Plaintiff
27 Figueroa bargained for, at the time of purchasing the Product.

28 29. Neither the warranty registration card nor online warranty registration form

informed Plaintiff Figueroa that it was for *product* registration and that failure to complete and return the card/form did *not diminish Plaintiff's warranty rights*, as required by *California Civil Code* § 1793.1.

PLAINTIFF URIZAR

30. On or about August 3, 2019, Plaintiff Urizar visited a Bed, Bath, and Beyond physical store in California looking for various products for her household.

31. Plaintiff saw Defendant's Product, a Bissell Powerease Swivel Pet Rewind Vacuum cleaner, advertised for sale for approximately \$169.99.

32. It was represented to Plaintiff Urizar that the Product was accompanied by Defendant's express warranties.

33. Relying on, and valuing, the affirmative warranty promise made on the Product's packaging, Plaintiff Urizar purchased the Product for \$135.99 due to an in-store discount on the product that Bed, Bath, and Beyond provided.

34. Plaintiff Urizar was shocked to later discover that the Product did not come with an express warranty as indicated.

35. Rather, Plaintiff Urizar found a warranty registration card located within the Product's packaging requiring Plaintiff Urizar to "Register [her] product today" online at <https://www.bissell.com>.

36. Relying on the language on the Product's warranty card and online warranty registration form, Plaintiff Urizar registered the Product on Defendant's website.

37. While registering the Product, Plaintiff Urizar was required to reveal highly personal information such as her name, address, telephone number and email address.

38. This is not what Plaintiff Urizar was led to believe, nor what Plaintiff Urizar bargained for, at the time of purchasing the Product.

39. After registering the Product online, Plaintiff Urizar received an email from Defendant on or around September 10, 2019, asking her to take a survey about the Product.

40. Neither the warranty registration card nor online warranty registration form informed Plaintiff Urizar that it was for *product* registration and that failure to complete and return the card/form did *not diminish Plaintiff's warranty rights*, as required by *California Civil Code* § 1793.1.

PLAINTIFF BURDIOS

41. April 29, 2020, Plaintiff Burdios visited a Walmart physical retail store located in North Highlands, California looking to purchase new home appliances. Plaintiff Burdios saw Defendant's Product, a Bissell Power Force Vacuum, advertised for sale.

42. It was represented to Plaintiff Burdios that the Product was accompanied by Defendant's express warranties.

43. Relying on the affirmative warranty promise, as any reasonable consumer would, Plaintiff Burdios purchased the Product for Plaintiff Burdios' personal use for approximately \$54 from Walmart.

44. However, Plaintiff Burdios was shocked to later discover that the Product did not come with an express warranty as indicated.

45. Rather, Plaintiff Burdios was directed to register the Product in order to activate the Product's warranty.

46. This is not what Plaintiff Burdios was led to believe, nor what Plaintiff Burdios bargained for, at the time of purchasing the Product.

47. Neither the warranty registration card nor online warranty registration form informed Plaintiff Burdios that it was for *product* registration and that failure to complete and return the card/form did *not diminish Plaintiff's warranty rights*, as required by *California Civil Code* § 1793.1.

FACTUAL ALLEGATIONS APPLICABLE TO ALL PLAINTIFFS

48. Defendant includes warranty registration cards within the packaging of its Products that directs consumers to register their product online.
49. Upon visiting Defendant's website, consumers are then instructed to "Register [their] new product and activate [their] warranty."¹
50. Such online registration form requires consumers to disclose their personal information, including their name, address, telephone number, and email address.
51. Defendant's warranty registration website, also leads consumers to believe registration is required in order for their warranty to be "activated" and therefore, valid.
52. Upon information and belief, Defendant uses the personal information it collects from such card and online form for its own business and marketing purposes and for its own economic benefit.
53. Upon information and belief, Defendant intends for the card and online form to have a chilling effect on warranty claims, preventing customers who have not activated, or who choose not to register their warranties from making warranty claims, thereby saving Defendant money in warranty repair and administration costs.
54. Defendant has no right to access personal customer information through warranty registration for these purposes, by not making the legally mandated disclosures to customers.
55. Had the Products' advertising disclosed that the warranty was contingent on activation by Plaintiffs providing their personal information, Plaintiffs would not have purchased the Products, or alternatively would not have paid a premium for the Products.

¹Bissell, *Register Your Bissell Product*, <https://www.bissell.com/product-registration> (last visited April 7, 2021).

1 56. Plaintiffs have not received the Products that Plaintiffs bargained for.

2 **CLASS ALLEGATIONS**

3 57. Plaintiffs bring this action on behalf of themselves and on behalf of all others
4 similarly situated (the "Class"), pursuant California Code of Civil Procedure
5 Section 382.

6 58. Plaintiffs represents and are a member of the Classes, consisting of:

- 7
- 8 a. All persons who purchased one or more of Defendant's
9 products within California during the four (4) years
10 immediately preceding the filing of the Complaint through
11 the date of class certification, which were accompanied by a
12 warranty or product registration card or form, or an
13 electronic online warranty or product registration form, to
14 be completed and returned by the consumer, which do not
15 contain statements, each displayed in a clear and
conspicuous manner, informing the consumer that: i) the
card or form is for product registration, and ii) informing
the consumer that failure to complete and return the card or
form does not diminish his or her warranty rights.
- 16 b. All persons who purchased one or more of Defendant's
17 products within California during the four (4) years
18 immediately preceding the filing of the Complaint through
19 the date of class certification, which were accompanied by a
20 warranty or product registration card or form, or an
21 electronic online warranty or product registration form,
which is labeled as a warranty registration, a warranty
activation, or a warranty confirmation.
- 22 c. All persons who purchased one or more of Defendant's
23 products within California during the three (3) years
24 immediately preceding the filing of the Complaint through
25 the date of class certification, which were advertised as
26 being accompanied with an express warranty but which do
27 not contain a warranty, and/or contain warranty activation,
28 confirmation or registration cards requiring persons to
provide their personal data or take additional steps in order
to receive a warranty.

59. Products that meet the above Class definition are referred to herein as “Class products.”

60. Defendant and its employees or agents are excluded from the Classes.

61. Plaintiffs do not presently know the number of members in the Classes but believes the Class members number in the several thousands, if not substantially more. Thus, this matter should be certified as a class action to assist in the expeditious litigation of this matter.

62. Plaintiffs and members of the Classes were harmed by the acts of Defendant in violating Plaintiffs’ and the putative Class members’ rights.

63. Plaintiffs reserve the right to expand the class definition to seek recovery on behalf of additional persons as warranted, as facts are learned through further investigation and discovery.

64. The joinder of the Class members is impractical and the disposition of their claims in the class action will provide substantial benefits both to the parties and to the court.

65. The Classes can be identified through Defendant’s records, Defendant’s agents’ records, and/or records of the retailer from which the products were purchased.

66. There is a well-defined community of interest in the questions of law and fact to the Classes that predominate over questions which may affect individual Class members, including the following:

- a. Whether the Class products were sold with warranty or product registration cards or forms, or electronic online warranty or product registration forms, which did not contain statements, each displayed in a clear and conspicuous manner, informing the consumer that the card or form is for product registration, and informing the consumer that failure to complete and return the card or form does not diminish his or her warranty rights.

- b. Whether the Class products were sold with warranty or product registration cards or forms, or electronic online warranty or product registration forms, which are labeled as warranty registration, warranty activation or warranty confirmation.
- c. Whether the Class products were sold with express warranties;
- d. Whether the Class products make warranty rights contingent on activation or registration;
- e. Whether Defendant intends warranty activation or registration to act as a barrier to warranty claims;
- f. Whether Defendant intends to use warranty activation or registration as a means for obtaining Class members' personal information;
- g. How Defendant uses Class members' personal information;
- h. Whether Defendant violated the SBA by making Class products' warranties contingent on activation or registration;
- i. Whether Defendant violated the SBA by not disclosing to Class members that by not submitting warranty activation or registration cards, or online forms, their warranty rights would not be diminished;
- j. Whether Defendant engaged in false or deceptive advertising practices in violation of the CLRA by not disclosing the warranty activation or registration requirement of Class products to Class members prior to their purchases;
- k. Whether Defendant is liable for damages, and the amount of such damages; and
- l. Whether Class members are entitled to equitable relief including injunctive relief.

67. Plaintiffs' claims are typical of the claims of the Classes since Plaintiffs purchased a Class product, as did each member of the Classes.

68. Plaintiffs and all Class members sustained injuries arising out of Defendant's

wrongful conduct and deception.

69. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

70. Plaintiffs will fairly and adequately represent and protect the interests of the Classes in that Plaintiffs have no interests antagonistic to any member of the Classes.

71. Absent a class action, the Classes will continue to face the potential for irreparable harm. In addition, these violations of law will be allowed to proceed without remedy and Defendant will likely continue such illegal conduct.

72. Plaintiffs have retained counsel experienced in handling class action claims and individual claims involving breach of warranties and unlawful business practices.

73. A class action is a superior method for the fair and efficient adjudication of this controversy. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Classes individually to redress effectively the wrongs done to them. Even if the members of the Classes could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case.

74. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Classes can be readily identified and notified based on, inter alia, Defendant's own records, product serial numbers, submitted warranty activation cards, warranty claims, registration records, and database of

complaints.

75. Defendant has acted, and continues to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief and corresponding declaratory relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S SONG-BEVERLY CONSUMER WARRANTY ACT

76. Plaintiffs incorporate all of the above paragraphs of this Complaint as though fully stated in this cause of action.

77. The Product and Class products are "consumer goods" as defined by *California Civil Code* § 1791(a).

78. Plaintiffs and Class members are "buyers" as defined by *California Civil Code* § 1791(b).

79. "Every manufacturer, distributor, or retailer making express warranties with respect to consumer goods shall fully set forth those warranties in simple and readily understood language[.]" *California Civil Code* § 1793.1(a)(1).

80. "If the manufacturer, distributor, or retailer provides a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, the card or form **shall** contain statements, each displayed in a clear and conspicuous manner, that do all of the following:

a. Informs the consumer that the card or form is for product registration.

b. Informs the consumer that failure to complete and return the card or form does not diminish his or her warranty rights." *California Civil Code* § 1793.1(a)(1)(A)-(B).

81. "No warranty or product registration card or form, or an electronic online warranty or product registration form, may be labeled as a warranty registration or a warranty confirmation." *California Civil Code* § 1793.1(b).

82. By providing a warranty registration card and online warranty registration form, with Plaintiffs' Product and Class members' products' which does not inform Plaintiffs and Class members that the card/form is for product registration and that warranty rights will not be diminished if the card/form is not completed, Defendant is in violation of its affirmative obligations under the SBA.
83. Defendant values its ability to include warranty registration cards in product packaging and on its website, and as a result of being permitted to include the cards and online forms without the statutorily prescribed language, Defendant received, and continues to receive, a benefit which Plaintiffs and Class members did not realize they paid for.
84. Had Plaintiffs and Class members been aware of these terms, they would not have paid the price they did.
85. Plaintiffs and Class members would have paid less for their products had they been aware of these terms. The premium paid is a benefit received by Defendant and should be returned to Plaintiffs.
86. Plaintiffs and Class members have been damaged by not receiving the warranty they were promised, or alternatively, even if warranties do exist, by rightfully believing they do not have warranty rights.
87. Defendant benefits, at Plaintiffs' and Class members' expense, from this tactic as its costs for repairing products under warranty, as well as administering product warranties, are reduced.
88. Class members who did provide their personal information have been damaged by being forced to relinquish their personal information based on Defendant's statutorily mandated omissions.
89. Plaintiffs and Class members are entitled to damages, including reimbursement of the purchase price of the Class products, under *California Civil Code* §1794(a) and §1794(b).
90. In addition to the other amounts recovered, Plaintiffs and Class members are

entitled to a civil penalty of two-times the amount of actual damages, pursuant to *California Civil Code* §1794(c).

91. Plaintiffs and class members are further entitled to recover as part of the judgment a sum equal to the aggregate amount of costs and litigation related expenses, including but not limited to attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action under *California Civil Code* §1794(d).

SECOND CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT

92. Plaintiffs incorporate all of the above paragraphs of this Complaint as though fully stated in this cause of action.

93. Plaintiffs and Class members are "consumers" within the meaning of *California Civil Code* §1761(d).

94. The sale of Plaintiffs' and Class members' products are "transactions" within the meaning of *California Civil Code* §1761(e).

95. Plaintiffs' and Class members' products are "goods" within the meaning of *California Civil Code* §1761(a).

96. The CLRA prohibits "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have." *California Civil Code* §1770(a)(5).

97. The CLRA prohibits "representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another." *California Civil Code* §1770(a)(7).

98. The CLRA prohibits "advertising goods or services with intent not to sell them as advertised." *California Civil Code* §1770(a)(9).

99. The CLRA prohibits "representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law." *California Civil Code* §1770(a)(14).

1 100. The CLRA prohibits “representing that the consumer will receive a rebate,
2 discount or other economic benefit, if earning the benefit is contingent on an
3 event to occur after the transaction.” *California Civil Code* §1770(a)(17).

4 101. Defendant promised, advertised and represented at time of sale that Plaintiff and
5 Class members would receive a warranty with no strings attached.

6 102. However, Defendant failed to disclose on Plaintiffs’ Product’s and Class
7 members’ products’ exterior packaging information which was concealed inside
8 packaging; namely that the Product’s warranty must be “registered” to be
9 activated, in violation of SBA’s requirements.

10 103. Defendant’s concealment of material warranty terms was done deliberately and
11 intentionally with the purpose of deceiving Plaintiffs and Class members and
12 inducing them into purchasing the Class products, or alternately providing their
13 personal information.

14 104. Defendant knows, or should have known, that were it to display on the exterior
15 of product packaging the material warranty terms it hides inside the product
16 packing (even if Defendant may claim such terms are not valid), Plaintiffs and
17 Class members would not purchase the Class products or would not pay a
18 premium for them.

19 105. Thus, Defendant’s conduct violates *California Civil Code* § 1770(a)(5),
20 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).

21 106. Plaintiffs relied on Defendant’s representations.

22 107. As a result of Defendant’s false representations and deceitful conduct regarding
23 its warranties, Plaintiffs and Class members were injured because they: (a)
24 would not have purchased the Class products if the true facts were known
25 concerning the Defendant’s false and misleading warranty claims at time of
26 purchase, or Plaintiffs and Class members would have paid substantially less; (b)
27 paid a premium price for the Class Products as a result of Defendant’s false
28 warranties and misrepresentations; (c) purchased products that did not have the

1 sponsorship, characteristics, and qualities promised by Defendant; and (d) had to
2 take additional steps and actions in order to receive the benefit they should have
3 already entitled to.

4 108. Under *California Civil Code* § 1780(a) and (b), Plaintiffs, individually and on
5 behalf of the Classes, seek an injunction requiring Defendant to cease and desist
6 the illegal conduct alleged in this Complaint. Specifically, Plaintiffs and Class
7 members are entitled to a permanent injunction that compels Defendant to
8 immediately: (1) cease and desist from the continued sale of the products that
9 contain the same or similar misrepresentations as the Class products; (2) initiate
10 a corrective advertising campaign to notify Class members who are victims of
11 the above-described illegal conduct about the true nature the Class products and
12 associated warranty; and (3) initiate a full recall of the Class products with an
13 offer to refund the purchase price, plus reimbursement of interest.

14 109. Pursuant to § 1782(a) of the CLRA, on or about April 9, 2021, Plaintiffs'
15 counsel notified Defendant in writing via certified mail return receipt requested
16 of the particular violations of § 1770 of the CLRA and demanded that it rectify
17 the problems associated with the actions detailed above and give notice to all
18 affected consumers of Defendant's intent to act.

19 110. If Defendant fails to respond to Plaintiffs' letter, fails to agree to rectify the
20 problems associated with the actions detailed above, or fails to give notice to all
21 affected consumers within 30 days of the date of written notice, Plaintiffs reserve
22 the right to amend the Complaint to pursue claims for actual, punitive, and
23 statutory damages, as appropriate against Defendant. As to this cause of action,
24 at this time, Plaintiffs seek only injunctive relief.

25 111. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff Figueroa
26 pursuant to *California Civil Code* § 1780(d).

27 112. Attached hereto as **Exhibit B** is a sworn declaration from Plaintiff Urizar
28 pursuant to *California Civil Code* § 1780(d).

1 113. Attached hereto as **Exhibit C** is a sworn declaration from Plaintiff Burdios
 2 pursuant to *California Civil Code* § 1780(d).

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

5 114. Plaintiffs incorporate all of the above paragraphs of this Complaint as though
 6 fully stated in this cause of action.

7 115. The UCL defines “unfair business competition” to include any “unlawful, unfair
 8 or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
 9 misleading” advertising. *California Business and Professions Code* § 17200.

10 116. The UCL imposes strict liability. Plaintiffs need not prove that Defendant
 11 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
 12 practices – but only that such practices occurred.

13 **“Unfair” Prong**

14 117. A business act or practice is “unfair” under the UCL if it offends an established
 15 public policy or is immoral, unethical, oppressive, unscrupulous or substantially
 16 injurious to consumers, and that unfairness is determined by weighing the
 17 reasons, justifications and motives of the practice against the gravity of the harm
 18 to the alleged victims.

19 118. Defendant’s actions constitute “unfair” business practices because, as alleged
 20 above, Defendant engaged in a misleading and deceptive practice of
 21 intentionally omitting statutorily mandated warranty disclosures to consumers.

22 119. This is done to trick consumers into believing they don’t have warranty rights in
 23 an effort to discourage warranty claim submissions, thus saving Defendant
 24 money and increasing its profit margin. Or worse, to actually eliminate the
 25 warranty promised at time of purchase.

26 120. Defendant tricks consumers into providing their personal information in order to
 27 obtain a warranty when the consumers are not required to share their personal
 28 information to obtain the benefit of an express warranty.

1 121. Defendant's acts and practices offend an established public policy of
2 transparency in warranty rights, and engage in immoral, unethical, oppressive,
3 and unscrupulous activities that are substantially injurious to consumers.

4 122. The harm to Plaintiff and Class members grossly outweighs the utility of
5 Defendant's practices as there is no utility to Defendant's practices.

6 ***"Fraudulent" Prong***

7 123. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
8 members of the consuming public.

9 124. Defendant's acts and practices alleged above constitute fraudulent business acts
10 or practices as they deceived Plaintiffs and are highly likely to deceive members
11 of the consuming public.

12 125. By not providing the required statutory language, Plaintiff and Class members
13 can only draw one conclusion: activation or registration is required in order to
14 receive and access their warranty, contrary to the representations made at time of
15 sale that the Product was accompanied with an express warranty.

16 ***"Unlawful" Prong***

17 126. A business act or practice is "unlawful" under the UCL if it violates any other
18 law or regulation.

19 127. Defendant's acts and practices alleged above constitute unlawful business acts or
20 practices as they have violated the plain language of the SBA as described in
21 Plaintiffs' First Cause of Action above.

22 128. As detailed in Plaintiffs' Second Cause of Action above, Defendant's acts and
23 practices surrounding the sale also violate several provisions of the CLRA.

24 129. The violation of any law constitutes an "unlawful" business practice under the
25 UCL.

26 130. These acts and practices alleged were intended to or did result in violations of
27 the SBA and the CLRA.

28 131. Defendant's practices, as set forth above, have misled Plaintiff, the Class

members, and the public in the past and will continue to mislead in the future. Consequently, Defendant's practices constitute an unlawful, fraudulent, and unfair business practice within the meaning of the UCL.

132. Pursuant to the UCL, Plaintiffs are entitled to preliminary and permanent injunctive relief and order Defendant to cease this unfair competition, as well as disgorgement and restitution to Plaintiffs and the Class of all Defendant's revenues associated with its unfair competition, or such portion of those revenues as the Court may find equitable.

PRAYER FOR RELIEF

Plaintiffs pray that judgment be entered against Defendant as follows:

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Classes;
3. That Plaintiffs' attorneys be appointed Class Counsel;
4. For an order declaring Defendant's conduct to be unlawful;
5. For an order compelling Defendant to make restitution to Plaintiffs and Class members under the SBA in an amount equal to the total amounts paid and payable for the Class products;
6. For actual damages;
7. For a civil penalty of two-times actual damages;
8. For punitive damages;
9. For pre and post -judgment interest at the legal rate;
10. For injunctive and other equitable relief as necessary to protect the interests of Plaintiffs and other Class members, as well as public injunctive relief, and an order prohibiting Defendant from engaging in the unlawful, unfair, deceptive and fraudulent acts described above;
11. For an order that Defendant engage in a corrective advertising campaign;
12. For an order of restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members

1 as a result of its unlawful, unfair, and fraudulent business practices;
2 13. For attorney's fees, costs of suit, and out of pocket expenses; and
3 14. For such other and further relief that the Court deems proper.

4 Dated: April 9, 2021

Respectfully submitted,

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17 *ATTORNEYS FOR PLAINTIFF*

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