

FILED
SUPERIOR COURT
COUNTY OF LAKE

MAR 30 2021

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF LAKE – LAKEPORT DIVISION**
19 **UNLIMITED CIVIL**

20 **RANDY SCOTT, individually**
21 **and on behalf of others similarly**
22 **situated,**

23 Plaintiff,

24 v.

25 **JOHNSON CONTROLS, INC.**
26 **d/b/a COLEMAN**

27 Defendant.

Case No.: **CV 421681**

CLASS ACTION COMPLAINT

- 28 **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

**KAZEROUNI
LAW GROUP, APC**

BY FAX

1 1. Plaintiff Randy Scott (“Plaintiff”), on behalf of himself and others similarly
2 situated, brings this class action suit against Johnson Controls, Inc. d/b/a
3 Coleman (“Defendant”) for violations of California’s Song Beverly Consumer
4 Warranty Act (“SBA”), *California Civil Code* §§ 1790, *et seq.*; California’s
5 Consumer Legal Remedies Act (“CLRA”), *California Civil Code* §§ 1750, *et*
6 *seq.*; and California’s Unfair Competition Law (“UCL”), *California Business*
7 *and Professions Code* §§ 17200, *et seq.*

8 **SUMMARY**

9 2. Defendant is a manufacturer of products and advertises that its products are sold
10 with express warranties.

11 3. Defendant makes warranty registration forms available.

12 4. The SBA explicitly requires a manufacturer who chooses to provide a warranty
13 or product registration card or form, or an electronic online warranty or product
14 registration form, to be completed and returned by the consumer, to have the
15 card or form include statements that:

16 a. Inform the consumer that the card or form is for product registration;
17 and,

18 b. Inform the consumer that failure to complete and return the card or form
19 does not diminish the individual’s warranty rights.

20 5. Defendant intentionally omits any such statements that are expressly required by
21 the SBA.

22 6. As a result of Defendant’s unlawful and deceitful business practices, Defendant
23 is able to chill warranty claims and benefit economically by duping consumers
24 into thinking they do not have warranty rights unless they fill out the form and
25 provide their personal information to Defendant. Or even worse, consumers
26 actually do not have the warranties that were promised to them when they
27 purchased their products as they must now register their warranties, a
28 requirement that was not disclosed at the time of purchase. Consumers are thus

1 additionally deceived into purchasing products they would not have, had they
2 known they did not actually come with warranties.

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

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

6 **PARTIES**

7 9. Plaintiff is, and at all times mentioned herein was, an individual residing in the
8 County of Lake, State of California.

9 10. Defendant is a Wisconsin Corporation that does continuous and substantial
10 business throughout the state of California, including Lake County.

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

14 12. All acts of employees of Defendant as alleged were authorized or ratified by an
15 officer, director, or managing agent of the employer.

16 **JURISDICTION AND VENUE**

17 13. Subject matter jurisdiction is proper in this Court as the amount in controversy
18 is within the jurisdictional limit of this Court.

19 14. This Court has personal jurisdiction over Defendant because Defendant
20 conducts business in the County of Lake, State of California; and, Plaintiff was
21 injured in the County of Lake, where Plaintiff resides.

22 15. Venue is proper.

23 **FACTUAL ALLEGATIONS**

24 16. On or about May 15, 2020, Plaintiff searched online for a new gas furnace.

25 17. Plaintiff saw Defendant's DGAX Gas Furnace (the "Product") advertised for
26 sale.

27 18. It was represented to Plaintiff that the Product was accompanied by Defendant's
28 express warranties.

1 19. Relying on, and valuing, the affirmative warranty promise made regarding the
2 product, Plaintiff purchased the Product for approximately \$3,790.

3 20. Plaintiff later discovered that it did not come with a warranty as Plaintiff was led
4 to believe.

5 21. Contained within the Product's packaging were instructions requiring Plaintiff to
6 "register" the Product's warranty online in order to receive the complete benefits
7 of the warranty.

8 22. Specifically, Plaintiff was instructed to register for the Product's warranty at
9 <http://www.colemanac.com/warranty-registration>, which contained, in part, the
10 following message:

11 REGISTER YOUR PRODUCT

12 Thank you for purchasing a Coleman® product and taking a moment to
13 register it. Your registration enforces your warranty coverage and will
14 keep you up to date on product information and offers.¹

15 23. The warranty registration card and online registration form failed to inform
16 Plaintiff that it was for *product* registration only, and did not inform Plaintiff that
17 failure to complete and return the card or online form did *not diminish Plaintiff's*
18 *warranty rights* as required by *California Civil Code* § 1793.1.

19 24. Relying on Defendant's deceptive statements, Plaintiff registered his Product by
20 providing his personal information.

21 25. Upon information and belief, Defendant uses the personal information it collects
22 from such cards and online forms for its own business and marketing purposes
23 and for its own economic benefit.

24 26. Upon information and belief, Defendant intends for the warranty registration
25 card and online form to have a chilling effect on warranty claims, preventing
26 customers who have not registered, or who choose not to register, their
27

28 ¹ Coleman, *Register Your Product*, <http://www.colemanac.com/warranty-registration>
(last visited March 29, 2021).

1 warranties from making warranty claims, thereby saving Defendant money in
2 warranty repair and administration costs.

3 27. Defendant has no right to access personal customer information through
4 warranty registration for these purposes, by not making the legally mandated
5 disclosures to customers.

6 28. Had the Product's advertisement conspicuously disclosed that the warranty was
7 contingent on registration by Plaintiff providing his personal information,
8 Plaintiff would not have purchased the Product, or alternatively would not have
9 paid a premium for the Product.

10 29. Plaintiff has not received the Product that Plaintiff bargained for.

11 **CLASS ALLEGATIONS**

12 30. Plaintiff brings this action on behalf of himself and on behalf of all others
13 similarly situated (the "Class"), pursuant to California Code of Civil Procedure
14 Section 382 and/or California Code of Civil Procedure Section 1782.

15 31. Plaintiff represents and is a member of the Class, consisting of:

16
17 a. All persons who purchased one or more of Defendant's
18 products within California during the four (4) years
19 immediately preceding the filing of the Complaint through
20 the date of class certification, which were accompanied by a
21 warranty or product registration card or form, or an
22 electronic online warranty or product registration form, to
23 be completed and returned by the consumer, which do not
24 contain statements, each displayed in a clear and
25 conspicuous manner, informing the consumer that: i) the
26 card or form is for product registration, and ii) informing
27 the consumer that failure to complete and return the card or
28 form does not diminish his or her warranty rights.

25 b. All persons who purchased one or more of Defendant's
26 products within California during the four (4) years
27 immediately preceding the filing of the Complaint through
28 the date of class certification, which were accompanied by a
warranty or product registration card or form, or an
electronic online warranty or product registration form,

1 which is labeled as a warranty registration or a warranty
2 confirmation.

3 c. All persons who purchased one or more of Defendant's
4 products within California during the four (4) years
5 immediately preceding the filing of the Complaint through
6 the date of class certification, who submitted product
7 registration forms.

8 d. All persons who purchased one or more of Defendant's
9 products within California during the three (3) years
10 immediately preceding the filing of the Complaint through
11 the date of class certification, which were advertised as
12 being accompanied with an express warranty but which do
13 not contain a warranty, and/or contain warranty activation,
14 confirmation or registration cards requiring persons to
15 provide their personal data or take additional steps in order
16 to receive a warranty.

17 32. Products that meet the above Class definition are referred to herein as "Class
18 products."

19 33. Defendant and its employees or agents are excluded from the Class.

20 34. Plaintiff does not presently know the number of members in the Class but
21 believes the Class members number in the several thousands, if not substantially
22 more. Thus, this matter should be certified as a class action to assist in the
23 expeditious litigation of this matter.

24 35. Plaintiff and members of the Class were harmed by the acts of Defendant in
25 violating Plaintiff's and the putative Class members' rights.

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

37. 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.

1 38. The Class can be identified through Defendant's records, Defendant's agents'
2 records, and/or records of the retailer from which the products were purchased.

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

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

13 b. Whether the Class products were sold with warranty or product
14 registration cards or forms, or electronic online warranty or product
15 registration forms, which are labeled as warranty registration or
16 warranty confirmation.

17 c. Whether the Class products were sold with express warranties;

18 d. Whether the Class products make warranty rights contingent on
19 registration;

20 e. Whether Defendant intends warranty registration to act as a barrier to
21 warranty claims;

22 f. Whether Defendant intends to use warranty registration as a means for
23 obtaining Class members' personal information;

24 g. How Defendant uses Class members' personal information;

25 h. Whether Defendant violated the SBA by making Class products'
26 warranties contingent on registration;

27 i. Whether Defendant violated the SBA by not disclosing to Class
28 members that by not submitting warranty registration cards, or online

1 forms, their warranty rights would not be diminished;

2 j. Whether Defendant engaged in false or deceptive advertising practices
3 in violation of the CLRA by not disclosing the warranty registration
4 requirement of Class products to Class members prior to their
5 purchases;

6 k. Whether Defendant is liable for damages, and the amount of such
7 damages; and

8 l. Whether Class members are entitled to equitable relief including
9 injunctive relief.

10 40. Plaintiff's claims are typical of the claims of the Class since Plaintiff purchased
11 a Class product, as did each member of the Class.

12 41. Plaintiff and all Class members sustained injuries arising out of Defendant's
13 wrongful conduct and deception.

14 42. Plaintiff is advancing the same claims and legal theories on behalf of herself
15 and all absent Class members.

16 43. Plaintiff will fairly and adequately represent and protect the interests of the
17 Class in that Plaintiff has no interests antagonistic to any member of the Class.

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

21 45. Plaintiff has retained counsel experienced in handling class action claims and
22 individual claims involving breach of warranties and unlawful business
23 practices.

24 46. A class action is a superior method for the fair and efficient adjudication of this
25 controversy. The injury suffered by each individual Class member is relatively
26 small in comparison to the burden and expense of individual prosecution of the
27 complex and extensive litigation necessitated by Defendant's conduct. It would
28 be virtually impossible for members of the Class individually to redress



1 effectively the wrongs done to them. Even if the members of the Class could
2 afford such individual litigation, the court system could not. Individualized
3 litigation presents a potential for inconsistent or contradictory judgments.
4 Individualized litigation increases the delay and expense to all parties, and to
5 the court system, presented by the complex legal and factual issues of the case.

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

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

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF CAL. CIV. CODE §§ 1790, *ET SEQ.***

17 **CALIFORNIA'S SONG-BEVERLY CONSUMER WARRANTY ACT**

18 49. Plaintiff incorporates all of the above paragraphs of this Complaint as though
19 fully stated in this cause of action.

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

22 51. Plaintiff and Class members are "buyers" as defined by *California Civil Code* §
23 1791(b).

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

27 53. "If the manufacturer, distributor, or retailer provides a warranty or product
28 registration card or form, or an electronic online warranty or product registration

1 form, to be completed and returned by the consumer, the card or form **shall**
2 contain statements, each displayed in a clear and conspicuous manner, that do all
3 of the following:

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

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

8 54. “No warranty or product registration card or form, or an electronic online
9 warranty or product registration form, may be labeled as a warranty registration
10 or a warranty confirmation.” *California Civil Code* § 1793.1(b).

11 55. By providing a card, or online registration form, with Plaintiff’s Product and
12 Class members’ products labeled as “Warranty Registration,” which does not
13 inform Plaintiff and Class members that the card is for product registration and
14 that warranty rights will not be diminished if the card is not completed,
15 Defendant is in violation of its affirmative obligations under the SBA.

16 56. Defendant values its ability to include warranty registration forms with its
17 products, and as a result of being permitted to include the forms without the
18 statutorily prescribed language, Defendant received, and continues to receive, a
19 benefit which Plaintiff and Class members did not realize they paid for.

20 57. Had Plaintiff and Class members been aware of these terms, they would not have
21 paid the price they did.

22 58. Plaintiff and Class members would have paid less for their products had they
23 been aware of these terms. The premium paid is a benefit received by Defendant
24 and should be returned to Plaintiff.

25 59. Plaintiff and Class members have been damaged by not receiving the warranty
26 they were promised, or alternatively, even if warranties do exist, by rightfully
27 believing they do not have warranty rights.

28 60. Defendant benefits, at Plaintiff’s and Class members’ expense, from this tactic as

1 its costs for repairing products under warranty, as well as administering product
2 warranties, are reduced.

3 61. Plaintiff and Class members who did provide their personal information have
4 been damaged by being forced to relinquish their personal information based on
5 Defendant’s statutorily mandated omissions.

6 62. Plaintiff and Class members are entitled to damages, including reimbursement of
7 the purchase price of the Class products, under *California Civil Code* §1794(a)
8 and §1794(b).

9 63. In addition to the other amounts recovered, Plaintiffs and Class members are
10 entitled to a civil penalty of two-times the amount of actual damages, pursuant to
11 *California Civil Code* §1794(c).

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

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF CAL. CIV. CODE §§ 1750, ET SEQ.**

19 **CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT**

20 65. Plaintiff incorporates all of the above paragraphs of this Complaint as though
21 fully stated in this cause of action.

22 66. Plaintiff and Class members are “consumers” within the meaning of *California*
23 *Civil Code* §1761(d).

24 67. The sale of Plaintiff’s and Class members’ products are “transactions” within the
25 meaning of *California Civil Code* §1761(e).

26 68. Plaintiff’s and Class members’ products are “goods” within the meaning of
27 *California Civil Code* §1761(a).

28 69. The CLRA prohibits “representing that goods or services have sponsorship,

1 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
2 have.” *California Civil Code* §1770(a)(5).

3 70. The CLRA prohibits “representing that goods or services are of a particular
4 standard, quality, or grade, or that goods are of a particular style or model, if
5 they are of another.” *California Civil Code* §1770(a)(7).

6 71. The CLRA prohibits “advertising goods or services with intent not to sell them
7 as advertised.” *California Civil Code* §1770(a)(9).

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

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

14 74. Defendant promised, advertised and represented at time of sale that Plaintiff and
15 Class members would receive a warranty with no strings attached.

16 75. However, Defendant failed to conspicuously disclose on its advertisement or
17 exterior product packaging that the product must be “registered” and also failed
18 to state on its registration form that failure to do so will not diminish consumers’
19 warranty rights.

20 76. Defendant’s concealment of material warranty terms and omission of statutorily
21 required language was done deliberately and intentionally with the purpose of
22 deceiving Plaintiff and Class members and inducing them into purchasing the
23 Class products, or alternately providing their personal information.

24 77. Defendant knows, or should have known, that were it to properly disclose the
25 material warranty terms and language it conceals (even if Defendant may claim
26 such terms are not valid), Plaintiff and Class members would not purchase the
27 Class products or would not pay a premium for them.

28 78. Thus, Defendant’s conduct violates *California Civil Code* § 1770(a)(5),

1 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).

2 79. Plaintiff relied on Defendant's representations.

3 80. As a result of Defendant's false representations and deceitful conduct regarding
4 its warranties, Plaintiff and Class members were injured because they: (a) would
5 not have purchased the Class products if the true facts were known concerning
6 the Defendant's false and misleading warranty claims at time of purchase, or
7 Plaintiff and Class members would have paid substantially less; (b) paid a
8 premium price for the Class Products as a result of Defendant's false warranties
9 and misrepresentations; (c) purchased products that did not have the sponsorship,
10 characteristics, and qualities promised by Defendant; and (d) had to take
11 additional steps and actions in order to receive the benefit they should have
12 already entitled to.

13 81. Plaintiff and Class members who did provide their personal information have
14 been damaged by being forced to relinquish their personal information.

15 82. Under *California Civil Code* § 1780(a) and (b), Plaintiff, individually and on
16 behalf of the Class, seek an injunction requiring Defendant to cease and desist
17 the illegal conduct alleged in this Complaint. Specifically, Plaintiff and Class
18 members are entitled to a permanent injunction that compels Defendant to
19 immediately: (1) cease and desist from the continued sale of the products that
20 contain the same or similar misrepresentations as the Class products; (2) initiate
21 a corrective advertising campaign to notify Class members who are victims of
22 the above-described illegal conduct about the true nature the Class products and
23 associated warranty; and (3) initiate a full recall of the Class products with an
24 offer to refund the purchase price, plus reimbursement of interest.

25 83. Pursuant to § 1782(a) of the CLRA, on or about March 29, 2021, Plaintiff's
26 counsel notified Defendant in writing via certified mail return receipt requested
27 of the particular violations of § 1770 of the CLRA and demanded that it rectify
28 the problems associated with the actions detailed above and give notice to all

1 affected consumers of Defendant’s intent to act.

2 84. If Defendant fails to respond to Plaintiff’s letter, fails to agree to rectify the
3 problems associated with the actions detailed above, or fails to give notice to all
4 affected consumers within 30 days of the date of written notice, Plaintiff reserves
5 the right to amend the Complaint to pursue claims for actual, punitive, and
6 statutory damages, as appropriate against Defendant. As to this cause of action,
7 at this time, Plaintiff seeks only injunctive relief.

8 85. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff pursuant to
9 *California Civil Code* § 1780(d).

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**

12 **CALIFORNIA’S UNFAIR COMPETITION LAW**

13 86. Plaintiff incorporates all of the above paragraphs of this Complaint as though
14 fully stated in this cause of action.

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

18 88. The UCL imposes strict liability. Plaintiff need not prove that Defendant
19 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
20 practices – but only that such practices occurred.

21 **“Unfair” Prong**

22 89. A business act or practice is “unfair” under the UCL if it offends an established
23 public policy or is immoral, unethical, oppressive, unscrupulous or substantially
24 injurious to consumers, and that unfairness is determined by weighing the
25 reasons, justifications and motives of the practice against the gravity of the harm
26 to the alleged victims.

27 90. Defendant’s actions constitute “unfair” business practices because, as alleged
28 above, Defendant engaged in a misleading and deceptive practice of

1 intentionally omitting statutorily mandated warranty disclosures to consumers.

2 91. This is done to trick consumers into believing they don't have warranty rights in
3 an effort to discourage warranty claim submissions, thus saving Defendant
4 money and increasing its profit margin. Or worse, to actually eliminate the
5 warranty promised at time of purchase.

6 92. Defendant tricks consumers into providing their personal information in order to
7 obtain a warranty when the consumers are not required to share their personal
8 information to obtain the benefit of an express warranty.

9 93. Defendant's acts and practices offend an established public policy of
10 transparency in warranty rights, and engage in immoral, unethical, oppressive,
11 and unscrupulous activities that are substantially injurious to consumers.

12 94. The harm to Plaintiff and Class members grossly outweighs the utility of
13 Defendant's practices as there is no utility to Defendant's practices.

14 ***"Fraudulent" Prong***

15 95. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
16 members of the consuming public.

17 96. Defendant's acts and practices alleged above constitute fraudulent business acts
18 or practices as they deceived Plaintiff and are highly likely to deceive members
19 of the consuming public.

20 97. By not providing the required statutory language, Plaintiff and Class members
21 can only draw one conclusion: registration is required in order to receive and
22 access their warranty, contrary to the representations made at time of sale that
23 the Product was accompanied with an express warranty.

24 ***"Unlawful" Prong***

25 98. A business act or practice is "unlawful" under the UCL if it violates any other
26 law or regulation.

27 99. Defendant's acts and practices alleged above constitute unlawful business acts or
28 practices as they have violated the plain language of the SBA as described in

1 Plaintiff's First Cause of Action above.

2 100. As detailed in Plaintiff's Second Cause of Action above, Defendant's acts and
3 practices surrounding the sale also violate several provisions of the CLRA.

4 101. The violation of any law constitutes an "unlawful" business practice under the
5 UCL.

6 102. These acts and practices alleged were intended to or did result in violations of
7 the SBA and the CLRA.

8 103. Defendant's practices, as set forth above, have misled Plaintiff, the Class
9 members, and the public in the past and will continue to mislead in the future.
10 Consequently, Defendant's practices constitute an unlawful, fraudulent, and
11 unfair business practice within the meaning of the UCL.

12 104. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent
13 injunctive relief and order Defendant to cease this unfair competition, as well as
14 disgorgement and restitution to Plaintiff and the Class of all Defendant's
15 revenues associated with its unfair competition, or such portion of those
16 revenues as the Court may find equitable.

17 **PRAYER FOR RELIEF**

18 Plaintiff prays that judgment be entered against Defendant as follows:

- 19 1. That this action be certified as a class action;
- 20 2. That Plaintiff be appointed as the representative of the Class;
- 21 3. That Plaintiff's attorneys be appointed Class Counsel;
- 22 4. For an order declaring Defendant's conduct to be unlawful;
- 23 5. For an order compelling Defendant to make restitution to Plaintiff and
24 Class members under the SBA in an amount equal to the total amounts
25 paid and payable for the Class products;
- 26 6. For actual damages;
- 27 7. For a civil penalty of two-times actual damages;
- 28 8. For punitive damages;

- 1 9. For pre and post -judgment interest at the legal rate;
- 2 10. For injunctive and other equitable relief as necessary to protect the interests
- 3 of Plaintiff and other Class members, as well as public injunctive relief,
- 4 and an order prohibiting Defendant from engaging in the unlawful, unfair,
- 5 deceptive and fraudulent acts described above;
- 6 11. For an order that Defendant engage in a corrective advertising campaign;
- 7 12. For an order of restitution and disgorgement of all profits and unjust
- 8 enrichment that Defendant obtained from Plaintiff and the Class members
- 9 as a result of its unlawful, unfair, and fraudulent business practices;
- 10 13. For attorney's fees, costs of suit, and out of pocket expenses; and
- 11 14. For such other and further relief that the Court deems proper.

12 **TRIAL BY JURY**

13 105. Pursuant to the Seventh Amendment to the Constitution of the United States of
14 America, Plaintiff is entitled to, and demands a trial by jury.

15
16 Dated: March 29, 2021

Respectfully submitted,

17
18 **KAZEROUNI LAW GROUP, APC**

19 
20 _____
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