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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MICHAEL DOTSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ANGI INC. d/b/a ANGI'S LIST

Defendant.

Case No. **23STCV22621**

CLASS ACTION COMPLAINT

- (1) Violation of False Advertising Law (Cal. Business & Professions Code §§ 17500 *et seq.*);
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*);
- (3) Breach of Warranty in Violation of Song-Beverly Consumer Warranty Act (Cal. Civil Code §§ 1790 *et seq.*);

Jury Trial Demanded

1 Plaintiff MICHAEL DOTSON (“Plaintiff”), individually and on behalf of all others
2 similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant ANGI INC.
5 (hereinafter “Defendant”) to stop Defendant’s practice of falsely advertising and making
6 warranties for their professional referral services that they do not honor and to obtain redress
7 for a class of consumers (“Class Members”) who were misled, within the applicable statute of
8 limitations period, by Defendant.

9 2. Defendant advertised to consumers that a warranty would accompany the use of
10 Defendant’s referral services (“the Class Services”), whereby Defendant warrants that
11 consumers have Angi’s Happiness Guarantee to cover up to the full purchase price, plus limited
12 damage protection, and that Defendant’s contractors are screened and “Angi Certified” ensure
13 that consumer are connected with qualified home service professionals.

14 3. Warranties are of particular value to consumers because they provide a guarantee
15 of the value of a good after it is purchased. This is particularly true for referral services which
16 link consumers with professionals who will perform work in consumers’ homes.

17 4. Plaintiff and other consumers similarly situated were exposed to these
18 advertisements through print and digital media.

19 5. Defendant misrepresented and falsely advertised and represented to Plaintiff and
20 others similarly situated by failing to disclose in either its advertisements or the contract itself
21 that Defendant would not honor the warranty.

22 6. Defendant’s misrepresentations to Plaintiff and others similarly situated induced
23 them to purchase Defendant’s Class Services.

24 7. Defendant took advantage of Plaintiff and similarly situated consumers unfairly
25 and unlawfully.

26 **JURISDICTION AND VENUE**

27 8. This class action is brought pursuant to California Code of Civil Procedure §
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1 382.

2 9. This court has personal jurisdiction over Defendant, because Defendant does
3 business within the State of California and County of Los Angeles

4 10. Venue is proper in this Court because Defendant does business *inter alia* in the
5 county of Los Angeles and a significant portion of the conduct giving rise to Plaintiff's
6 Claims happened here.

7 **THE PARTIES**

8 11. Plaintiff Michael Dotson is a citizen and resident of the State of California,
9 County of Los Angeles.

10 12. Defendant ANGI, INC. is a corporation that does business in California, that is
11 incorporated in Delaware and headquartered in Denver, Colorado.

12 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its
14 employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other,
15 with legal authority to act on the other's behalf. The acts of any and all of Defendant's
16 employees, agents, and/or third parties acting on its behalf, were in accordance with, and
17 represent, the official policy of Defendant.

18 14. Plaintiff is informed and believes, and thereon alleges, that said Defendants are
19 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
20 occurrences, and transactions of each and all their employees, agents, and/or third parties acting
21 on their behalf, in proximately causing the damages herein alleged.

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

25 **PLAINTIFF'S FACTS**

26 16. In or around February 2023 Plaintiff hired a contractor through Defendant
27 named Steven G. using Defendant's application.

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1 17. Plaintiff hired Steven G. through Defendant's application because Defendant
2 advertised that its contractors were "Angi Certified" to ensure they were qualified professionals,
3 and because of Defendant's Happiness Guarantee.

4 18. Defendant explicitly advertises its Angi Certification and Happiness Guarantee
5 on its website: <https://www.angi.com/how-it-works.htm>

6 19. Plaintiff hired Steven G. through Defendant in reliance on the aforementioned
7 representations.

8 20. Steven G. went to Plaintiff's home to perform an installation of an Electrical
9 Vehicle Charger ("EVC") in Plaintiff's garage.

10 21. Once EVC was installed, Plaintiff requested that Steven G. needed to obtain a
11 permit for the EVC so that Plaintiff could have the EVC inspected by the Los Angeles
12 Department of Water and Power.

13 22. Plaintiff must have the EVC inspected and approved by the L.A. Department of
14 Water and Power to obtain a meter for his EVC and to use it.

15 23. Steven G. told Plaintiff that he was in a rush, and could not handle the permit
16 issue at that time.

17 24. Steven G. then told Plaintiff to obtain the permit himself using Steven's license
18 number: 997624. Steven G. then gave Plaintiff information for a LAC Electric, who he claimed
19 was his employer.

20 25. Steven G. subsequently sent Plaintiff a bill for the work performed that did not
21 comply with the L.A. Department of Power requirements for inspection.

22 26. Plaintiff attempted contact Steven G. for two weeks without ever receiving a
23 response.

24 27. Plaintiff attempted to resolve the issue with LAC Electric, but was informed that
25 Steven G. had not worked for LAC Electric for five years and was using LAC Electric's license
26 number without authorization.

27 28. As a result, Plaintiff has suffered damages including the loss of money paid for
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1 the EVC installation including, but not limited to, \$600.00.

2 29. Plaintiff requested, pursuant to the warranty, that Defendant honor the warranty
3 and resolve this issue for Plaintiff.

4 30. Defendant refused refund the cost of the installation, thereby refusing to honor
5 its warranty, and instead offered to send Plaintiff a new contractor at cost to Plaintiff to reinstall
6 or remove the EVC.

7 31. Plaintiff had no reasonable way of knowing that Steven G. was not employed by
8 a company and was using a license number without authorization rather, i.e., Plaintiff had no
9 reasonable opportunity to find out that Defendant did not honor its warranty that contractors are
10 Angi Certified to ensure that consumers would be linked with qualified professionals.

11 32. Defendant was aware that Plaintiff could not have reasonably known that it
12 would not honor the warranty.

13 33. Had Plaintiff known that Defendant would not honor the warranty, Plaintiff
14 would not have purchased the contracting services through Defendant.

15 34. Such sales tactics employed on Defendant rely on falsities and have a tendency
16 to mislead and deceive a reasonable consumer.

17 35. Plaintiff is informed, believes, and thereupon alleges that such representations
18 were part of a common scheme to mislead consumers and incentivize them to purchase Services
19 from Defendant.

20 36. Plaintiff reasonably believed and relied upon Defendant's representations in its
21 advertisement.

22 37. Plaintiff materially changed his position in reliance on Defendant's
23 representations and was harmed thereby.

24 38. Plaintiff would not have purchased the Services or any similarly advertised
25 services through Defendant had Defendant disclosed that it would not honor its warranties.

26 39. Had Defendant properly marketed, advertised, and represented that it would not
27 honor warranties stated in its advertisements, Plaintiff would not have purchased the Service or
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1 any similarly advertised services through Defendant.

2 40. Defendant benefited from falsely advertising and representing its Services.
3 Defendant benefited on the loss to Plaintiff and provided nothing of benefit to Plaintiff in
4 exchange.

5 **CLASS ACTION ALLEGATIONS**

6 41. Plaintiff brings this action on behalf of himself and all others similarly situated,
7 as members of the proposed class (the "Class"), defined as follows:

8 All consumers within California, who, between the applicable
9 statute of limitations and the date of class certification, utilized
10 Defendant's Class Services.

11 42. As used herein, the term "Class Members" shall mean and refer to the members
12 of the Class described above.

13 43. Excluded from the Class are Defendant, its affiliates, employees, agents, and
14 attorneys, and the Court.

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

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

20 46. No violations alleged in this complaint are contingent on any individualized
21 interaction of any kind between class members and Defendant.

22 47. Rather, all claims in this matter arise from the identical, false, affirmative written
23 statements that Defendant would provide warranties to the Class Members, when in fact, such
24 representations were false.

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

27 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
28 practices in advertising warranties with its Services to Plaintiff and other

- 1 Class Members with no intention of honoring them;
- 2 (b) Whether Defendant made misrepresentations with respect to its
- 3 warranties for its Services;
- 4 (c) Whether Defendant profited from this advertisement;
- 5 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
- 6 *seq.* California Bus. & Prof. Code § 17500, *et seq.*, California Civ. Code
- 7 § 1750, *et seq.*. California Civ. Code § 1790, *et seq.*, and 15 U.S.C. §
- 8 2310, *et seq.*;
- 9 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
- 10 injunctive relief;
- 11 (f) Whether Defendant’s unlawful, unfair, and/or deceptive practices harmed
- 12 Plaintiff and Class Members; and
- 13 (g) The method of calculation and extent of damages for Plaintiff and Class
- 14 Members.
- 15 49. Plaintiff is a member of the class he seeks to represent
- 16 50. The claims of Plaintiff are not only typical of all class members, they are
- 17 identical.
- 18 51. All claims of Plaintiff and the class are based on the exact same legal theories.
- 19 52. Plaintiff has no interest antagonistic to, or in conflict with, the class.
- 20 53. Plaintiff is qualified to, and will, fairly and adequately protect the interests of
- 21 each Class Member, because Plaintiff was induced by Defendant’s advertisement during the
- 22 Class Period. Defendant’s unlawful, unfair and/or fraudulent actions concerns the same
- 23 business practices described herein irrespective of where they occurred or were experienced.
- 24 Plaintiff’s claims are typical of all Class Members as demonstrated herein.
- 25 54. Plaintiff will thoroughly and adequately protect the interests of the class, having
- 26 retained qualified and competent legal counsel to represent himself and the class.
- 27 55. Common questions will predominate, and there will be no unusual manageability
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1 issues.

2 **FIRST CAUSE OF ACTION**

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

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

5 56. Plaintiff incorporates by reference each allegation set forth above.

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

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

14 59. Defendant misled consumers by making misrepresentations and untrue
15 statements about its warranties, namely, Defendant made consumers believe that Defendant
16 would honor the warranties for the Class Services listed in its advertisement even though this
17 was not the case.

18 60. Defendant knew that its representations and omissions were untrue and
19 misleading, and deliberately made the aforementioned representations and omissions in order
20 to deceive reasonable consumers like Plaintiff and other Class Members.

21 61. As a direct and proximate result of Defendant’s misleading and false advertising,
22 Plaintiff and the other Class Members have suffered injury in fact. Plaintiff reasonably relied
23 upon Defendant’s representations regarding the warranties for Defendant’s Services. In
24 reasonable reliance on Defendant’s false advertisements, Plaintiff and other Class Members
25 purchased Class Services from Defendant believing that in case they would be covered by
26 warranties providing for their refund, and that Defendant would honor the warranties. However,
27 Defendant did not inform Class Members that Defendant would not perform the warranties that
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1 Defendant promises to honor, and that Defendant will therefore refuse to honor said warranties.

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

5 63. Defendant advertised to Plaintiff and other putative class members, through
6 written representations and omissions made by Defendant and its employees.

7 64. Defendant knew that they would not provide Plaintiff and Class Members with
8 the warranties as they are advertised.

9 65. Thus, Defendant knowingly lied to Plaintiff and other putative class members in
10 order to induce them to purchase the Class Services from Defendant.

11 66. The misleading and false advertising described herein presents a continuing
12 threat to Plaintiff and the Class Members in that Defendant persist and continue to engage in
13 these practices, and will not cease doing so unless and until forced to do so by this Court.
14 Defendant’s conduct will continue to cause irreparable injury to consumers unless enjoined or
15 restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering
16 Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff
17 and all Class Members of Defendant’s revenues associated with their false advertising, or such
18 portion of those revenues as the Court may find equitable.

19 **SECOND CAUSE OF ACTION**

20 **Violation of Unfair Competition Law**

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

22 67. Plaintiff incorporates by reference each allegation set forth above.

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

4 **UNFAIR**

5 69. California Business & Professions Code § 17200 prohibits any “unfair ...
6 business act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as
7 alleged herein also constitute “unfair” business acts and practices within the meaning of the
8 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
9 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
10 alleged benefits attributable to such conduct. There were reasonably available alternatives to
11 further Defendant’s legitimate business interests, other than the conduct described herein.
12 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
13 or practices. Such conduct is ongoing and continues to this date.

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

17 71. Here, Defendant’s conduct has caused and continues to cause substantial injury
18 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
19 in fact due to Defendant’s decision to mislead consumers. Thus, Defendant’s conduct has
20 caused substantial injury to Plaintiff and the members of the Class.

21 72. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant
22 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
23 convinced Plaintiff and members of the Class that Defendant would provide them with a
24 warranty and that Defendant would honor that warranty upon purchasing Defendant’s Class
25 Services. In fact, Defendant knew that they had no intention of providing the advertised
26 warranties and thus unfairly profited. Thus, the injury suffered by Plaintiff and the members of
27 the Class are not outweighed by any countervailing benefits to consumers.

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1 73. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
2 that these consumers could reasonably have avoided. After Defendant falsely represented the
3 warranties, consumers changed their position by purchasing the warranted Class Services, thus
4 causing them to suffer injury in fact. Defendant failed to take reasonable steps to inform
5 Plaintiff and class members that the advertisement was false. As such, Defendant took
6 advantage of Defendant's position of perceived power in order to deceive Plaintiff and the Class.
7 Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these
8 consumers could reasonably have avoided.

9 74. Thus, Defendant's conduct has violated the "unfair" prong of California Business
10 & Professions Code § 17200.

11 **FRAUDULENT**

12 75. California Business & Professions Code § 17200 prohibits any "fraudulent ...
13 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
14 consumer must allege that the fraudulent business practice was likely to deceive members of
15 the public.

16 76. The test for "fraud" as contemplated by California Business and Professions
17 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
18 17200 violation can be established even if no one was actually deceived, relied upon the
19 fraudulent practice, or sustained any damage.

20 77. Here, not only were Plaintiff and the Class members likely to be deceived, but
21 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
22 that Defendant did not provide Plaintiff with the warranty as advertised by Defendant.
23 Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the unequal
24 bargaining powers of Defendant against Plaintiff. For the same reason, it is likely that
25 Defendant's fraudulent business practice would deceive other members of the public.

26 78. As explained above, Defendant deceived Plaintiff and other Class Members by
27 representing the availability of the warranty Defendant sold.

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1 79. Thus, Defendant’s conduct has violated the “fraudulent” prong of California
2 Business & Professions Code § 17200.

3 **UNLAWFUL**

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

6 81. As explained above, Defendant deceived Plaintiff and other Class Members by
7 falsely representing warranties.

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

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

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

22 **THIRD CAUSE OF ACTION**

23 **Breach of Warranty In Violation of the Song-Beverly Consumer Warranty Act**

24 **(Cal. Civ. Code § 1790, *Et Seq.*)**

25 85. Plaintiff incorporates by reference each allegation set forth above.

26 86. Pursuant to Cal Civ. Code. §1793.2, Plaintiff has presented the issues with
27 Defendant’s Services to Defendant and/or other authorized service dealers of Defendant within
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1 the term of protection.

2 87. Defendant, through Seller and/or other authorized dealerships, have been unable
3 to repair said defects in a reasonable number of attempts.

4 88. Pursuant to Cal Civ. Code. §1793.2, Plaintiff is entitled to a refund of the full
5 purchase price of the services, including all collateral charges and finance charges, and/or a
6 replacement EVC, plus all attorney fees and costs.

7 89. Defendant has willfully violated the provisions of this act by knowing of its
8 obligations to refund Plaintiff, but failing to fulfill its warranty.

9 **MISCELLANEOUS**

10 90. Plaintiff and Class Members allege that they have fully complied with all
11 contractual and other legal obligations and fully complied with all conditions precedent to
12 bringing this action or all such obligations or conditions are excused.

13 **PRAYER FOR RELIEF**

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

- 15 (a) An order certifying the Class and appointing Plaintiff as Representative
16 of the Class;
- 17 (b) An order certifying the undersigned counsel as Class Counsel;
- 18 (c) An order requiring Defendant, at its own cost, to notify all Class Members
19 of the unlawful and deceptive conduct herein;
- 20 (d) An order requiring Defendant to engage in corrective advertising
21 regarding the conduct discussed above;
- 22 (e) Actual damages suffered by Plaintiff and Class Members as applicable
23 from being induced to call Defendant under false pretenses;
- 24 (f) Punitive damages, as allowable, in an amount determined by the Court or
25 jury;
- 26 (g) Any and all statutory enhanced damages;
- 27 (h) All reasonable and necessary attorneys' fees and costs provided by
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statute, common law or the Court’s inherent power;

(i) Pre- and post-judgment interest; and

(j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

REQUEST FOR JURY TRIAL

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

Dated: September 18, 2023

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN , PC

By: /s/ Todd M. Friedman, Esq.

TODD M. FRIEDMAN, ESQ.

Attorney for Plaintiff