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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 JESSICA HAWLEY and KILEY KRZYZEK,
16 individually and on behalf of all others similarly
17 situated,

18 Plaintiffs,

19 v.

20 AIRBNB TRAVEL INSURANCE AGENCY
21 LLC and GENERALI ASSICURAZIONI
22 GENERALI S.P.A. (U.S. BRANCH),

23 Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Jessica Hawley and Kiley Krzyzek (“Plaintiffs”) bring this action on behalf of
2 themselves and all others similarly situated against Airbnb Travel Insurance Agency LLC
3 (“Airbnb”) and Generali Assicurazioni Generali S.P.A. (U.S. Branch) (“Generali”) (collectively,
4 “Defendants”). Plaintiffs bring this action based upon personal knowledge of the facts pertaining
5 to themselves, and on information and belief as to all other matters, by and through the
6 investigation of undersigned counsel.

7 **NATURE OF THE ACTION**

8 1. Plaintiffs bring this action on behalf of a class of California consumers to seek
9 redress for Defendants’ unlawful marketing and sale of travel insurance policies on various
10 booking, travel, and entertainment websites.

11 2. Pursuant to Proposition 103, insurers in California cannot charge more than a
12 pre-approved premium rate for their policies. Insurance premiums must be approved by the
13 California Department of Insurance (“CDI”), and insurers and their agents may not charge
14 mandatory fees on top of the approved premium.

15 3. In violation of these laws and against the clear public policy in California,
16 Defendants automatically bundle a so-called “assistance fee” in the single price they charge
17 consumers for travel insurance. The motivation behind such conduct is clear: Defendants are
18 trying to circumvent California law and charge more than the approved premium for their
19 insurance services.

20 4. Defendants make a straightforward offer to consumers: insurance for their travel
21 arrangements, covering expenses associated with trip cancellation, trip interruption, lost baggage,
22 and other travel perils. Defendants make this offer directly to consumers through various websites,
23 including, but not limited to, airbnb.com (“Airbnb”). Although their travel insurance offers are
24 presented for a price that appears to be the insurance premium, Defendants secretly and unfairly
25 charge unsuspecting consumers additional fees, *on top of the calculated premium*, without
26 disclosing the nature of those fees and without giving consumers an option to pay only the
27 approved premium for the travel insurance according to the filed and approved rate for that
28 insurance. Defendants try to justify those fees by representing that the fees are for a supposed

1 assistance service. That service purports to allow insureds to spend time on the telephone with
2 customer service representatives and to receive “roadside assistance.” But consumers are unaware
3 any such service is a noninsurance service, they do not want it, they do not want to pay what
4 Defendants charge for it, and they have no choice but to pay for it in order to obtain travel
5 insurance.

6 5. Most, if not all, of the services and benefits Defendants call “non-insurance” or
7 “assistance services” are, in fact, part of the insurance contract and are subject to the approved rate,
8 and Defendants are not allowed to charge extra for them.

9 6. Even if any of the assistance services and benefits Defendants call “non-insurance”
10 could be accurately characterized as unrelated to insurance (if they were sold separately), it would
11 still be illegal and unfair for Defendants to automatically bundle a fee for such “non-insurance”
12 services into the total plan price and require everyone to pay that fee to the insurance agent to get
13 the insurance that is offered.

14 7. Consumers are not afforded any opportunity to decline these assistance services, or
15 the associated charge in the offer or purchase process, nor is any information disclosed to
16 consumers on assistance pricing distinguished from insurance pricing.

17 8. Defendants’ practices are contrary to California’s public policy of ensuring
18 consumers get actuarially based rates for insurance, and they deprive consumers of the benefits of
19 that regulation. If an insurer can just add any amount it chooses on top of an approved rate, it
20 undermines the purpose of rate regulation and the efforts of the CDI in reviewing and approving
21 specific rates.

22 9. Moreover, the financial injury to consumers of being charged an additional fee, on
23 top of the insurance premium, supposedly (but not in reality) for a service they do not use, are not
24 aware of, and which is priced far above its actual value, outweighs any potential benefit of
25 requiring consumers to pay such an arbitrary fee—particularly when Defendants could easily make
26 their assistance services optional.

27 10. Plaintiffs bring this action on behalf of themselves and a class of similarly situated
28 individuals for legal and equitable remedies resulting from Defendants’ illegal actions.

PARTIES

1
2 11. Defendant Airbnb Insurance Agency, LLC is a New York corporation with its
3 principal place of business at 222 Broadway New York, New York 10038. Airbnb Travel
4 Insurance sells the insurance policies offered by Defendants on Airbnb.com. With respect to the
5 allegations herein, Airbnb Travel Insurance acted as the agent of Generali and in engaging in the
6 activities alleged, was acting within the scope of its authority as such agent.

7 12. Defendant Generali Assicurazioni Generali S.P.A. (U.S. Branch) “is the U.S.
8 Representative office of Assicurazioni Generali, S.p.A. whose head office is located in Trieste,
9 Italy.”¹ The U.S. corporation is “domiciled in the state of New York,” with its principal place of
10 business at 250 Greenwich Street, 7 World Trade Center New York, NY 10007.² Generali creates,
11 maintains, offers, markets, and sells the insurance products at issue.

12 13. Plaintiff Jessica Hawley is a natural person and citizen of California, residing in
13 Berkeley, California.

14 14. Plaintiff Kiley Krzyzek is a natural person and citizen of California, residing in
15 Venice, California.

JURISDICTION AND VENUE

16
17 15. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A)
18 because this case is a class action where the aggregate claims of all members of the proposed class
19 are in excess of \$5,000,000, exclusive of interest and costs, and at least one member of the
20 proposed class is a citizen of a state different from at least one Defendant.

21 16. This Court has personal jurisdiction over Defendants because Defendants sell the
22 travel insurance policies at issue to residents of this District, Defendants conduct substantial
23 business in this District, the websites offering Defendants’ travel insurance services allow
24 California residents to place orders in California, and the conduct giving rise to this action arises
25 out of and relates to that business.

26
27 ¹ Generali, “Generali U.S. Branch—Our Underwriter,” available
<https://www.generalitravelinsurance.com/our-underwriter.html>.

28 ² LinkedIn, “Generali U.S. Branch,” available <https://www.linkedin.com/company/generali-usa-reassurance-company>.

1 17. Defendants derive substantial revenue from insurance purchasers in the state of
2 California. Both Defendants are registered by the California Department of Insurance to sell travel
3 insurance in California.

4 18. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial
5 part of the events giving rise to the claim occurred in this District, and Plaintiff Hawley resides in
6 this District.

7 **FACTUAL ALLEGATIONS**

8 19. The sale of insurance is highly regulated in California. California requires insurers
9 and their agents to obtain approval for insurance rates prior to offering those policies and rates to
10 consumers, and to clearly identify the approved insurance premium to consumers. *See* Cal. Ins.
11 Code § 1861.01(c) (“insurance rates subject to this chapter must be approved by the commissioner
12 prior to their use”); § 1861.05 (“No rate shall be approved or remain in effect which is excessive,
13 inadequate, unfairly discriminatory or otherwise in violation of this chapter.”); *see also* Cal. Ins.
14 Code § 381 (providing an insurance policy must specify a statement of the premium). There are
15 also strict requirements if an insurance producer (who may be an agent, broker, or broker-agent)
16 wishes to charge a fee for its services. Only brokers may charge a broker’s fee, and only after
17 required disclosures are made. *See* Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize
18 only brokers, not agents, to collect fees, and only pursuant to strict disclosure requirements).
19 Accordingly, insurance producers must identify any fees they charge separately from the premium
20 and in sufficient detail for consumers to understand the fees and for there to be a determination that
21 the fees are in compliance with the insurance laws and regulations.

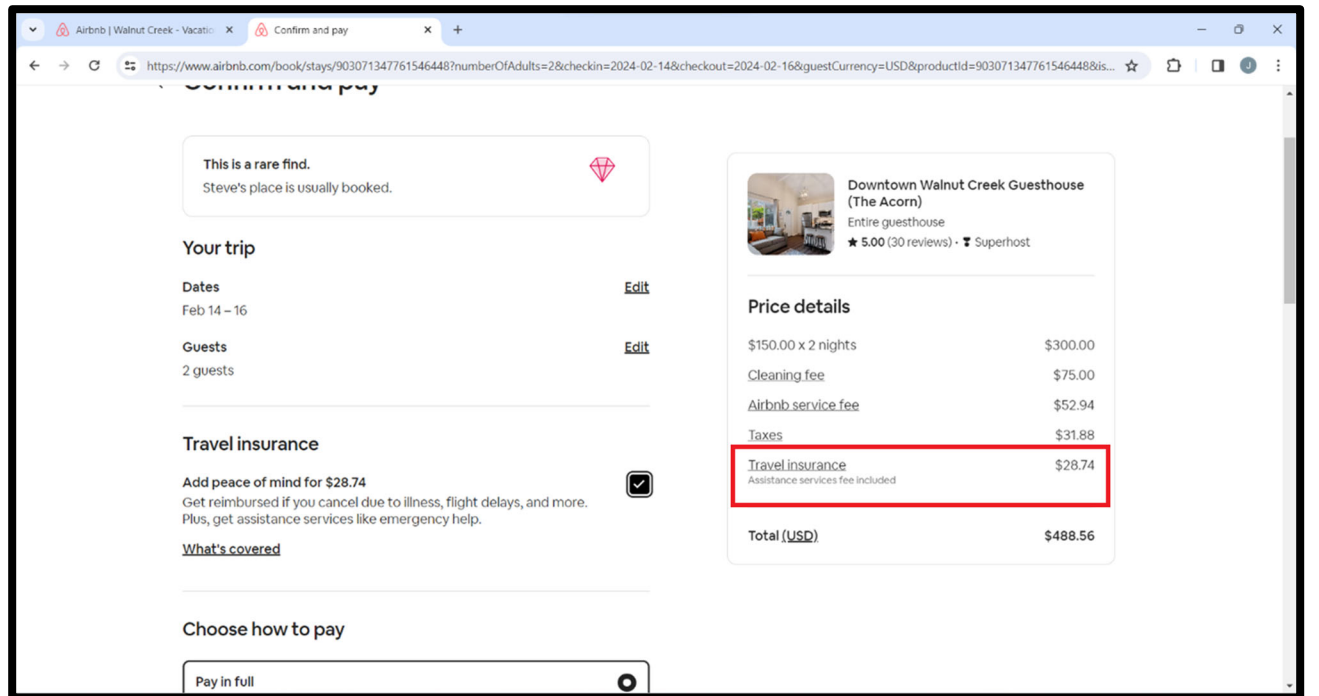
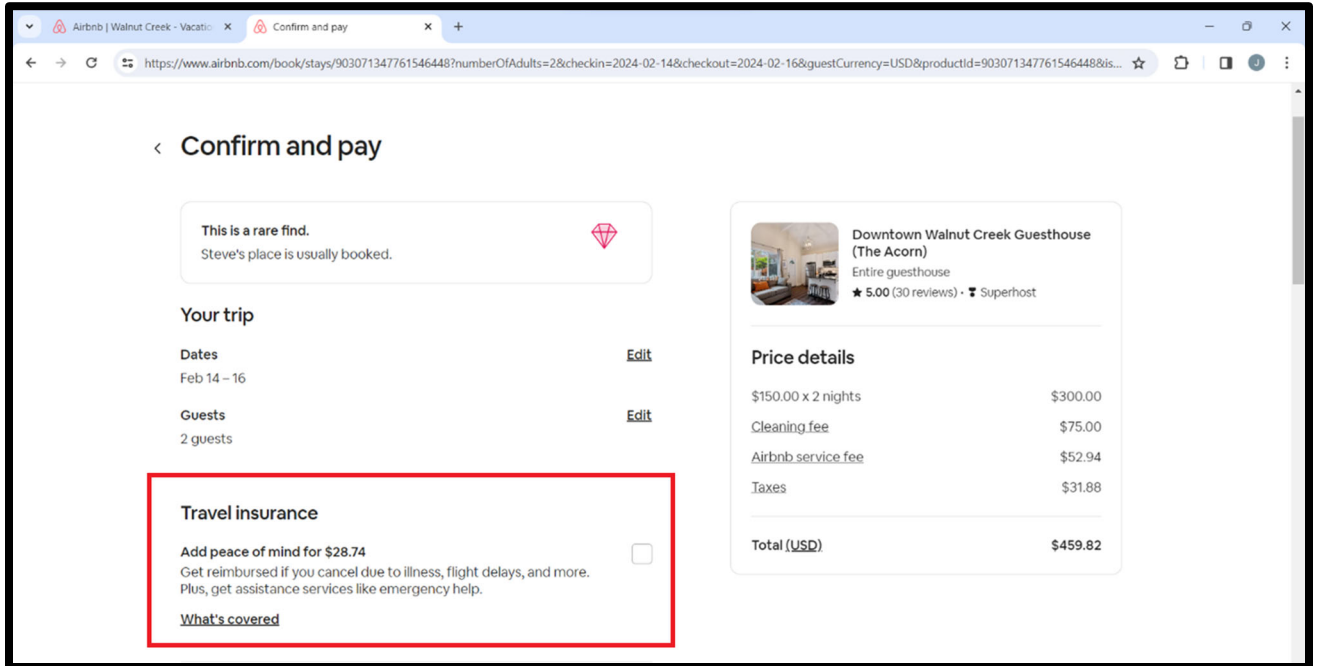
22 20. Reasonable consumers expect that insurers and their agents will comply with all
23 laws and regulations, that insurance premiums will be clearly identified prior to purchase, and that
24 any separate or additional fee, whether to compensate an agent or for a non-insurance service or
25 benefit, will also be clearly identified prior to any agreement to pay for such fee. Reasonable
26 consumers who are quoted a single price for insurance reasonably assume that price is a lawful and
27 approved premium and does not contain hidden fees added to the insurance premium.

1 21. The products at issue are travel insurance policies offered by Generali on travel,
2 booking, and entertainment websites (the “Products”). When purchasing rental reservations or
3 similar travel accommodations from online websites or mobile apps, consumers are often presented
4 with the option to insure their purchase. Generali contracts with certain third-party retailers who
5 offer online bookings and travel arrangements for their specific travel services (such as Airbnb) to
6 present consumers with an offer to purchase Defendants’ insurance Products when completing their
7 bookings. When Generali offers an insurance product in the checkout process of one of its partners
8 or agents (such as Airbnb), Generali’s insurance offer is the only insurance option presented to
9 consumers.

10 22. Airbnb acts as Generali’s agent in the sale of the Products on some of the websites
11 where the Products are offered, including, but not limited to, on [airbnb.com](https://www.airbnb.com).

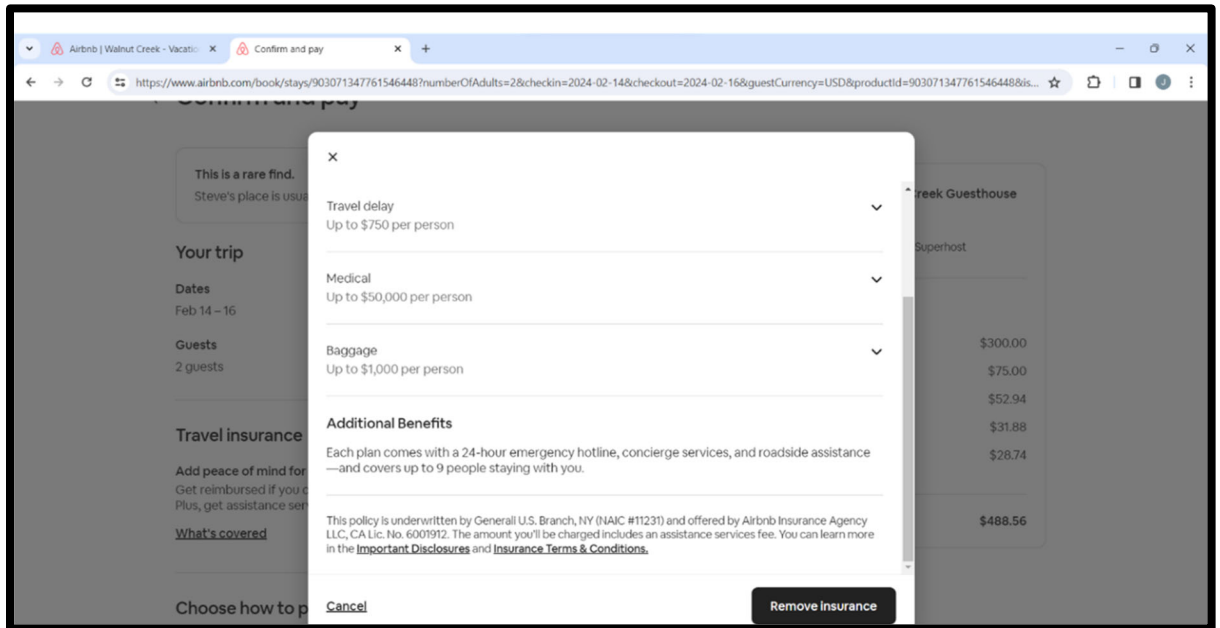
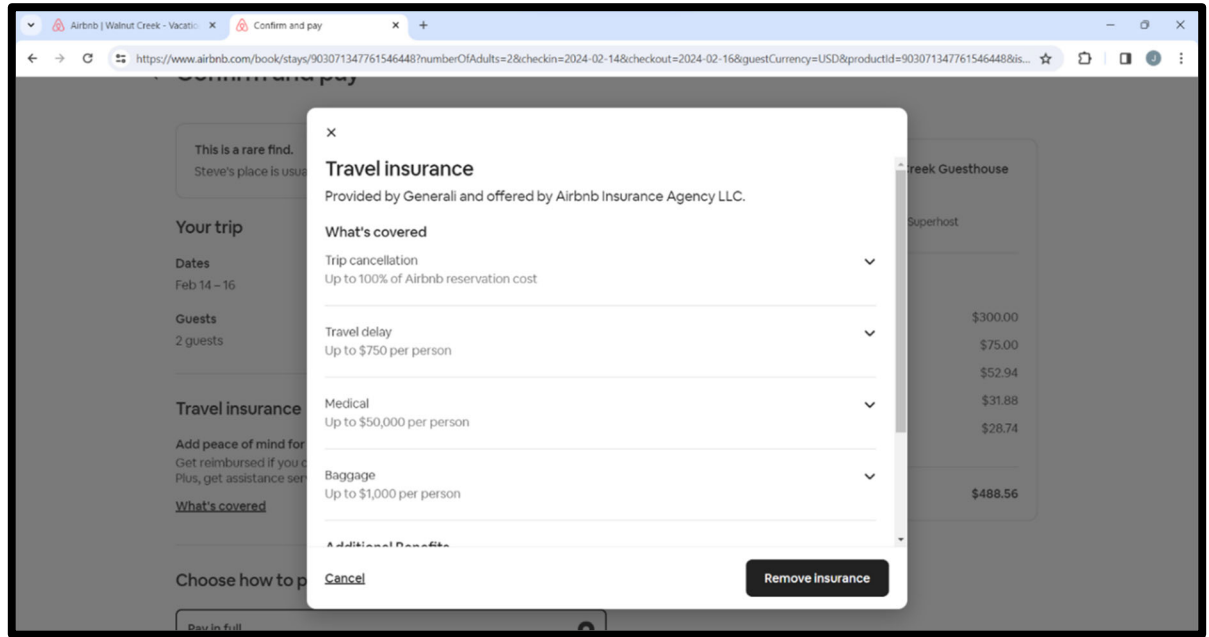
12 23. Defendants are responsible for charging and collecting the premiums and fees at
13 issue and are both responsible for ensuring that the amount charged to consumers is lawful.
14 Defendants purport to provide a supposed “assistance service” for which they deceptively, unfairly,
15 and unlawfully charge consumers. These additional non-insurance services are deceptive, unfair,
16 and unlawful to the extent they offer no additional value to the consumer. Defendants have been
17 unjustly enriched by those unlawful, unfair, and undisclosed fees.

24. The checkout flow on Airbnb.com is a typical example of an offer of the Products on a third-party website. On the Airbnb.com checkout screen, the purchaser has the option to check a box to insure the reservation for an additional fee.



25. Within this offer on a third-party checkout page, as with all pages where Generali offers the Products, Defendants do not identify assistance benefits, indicate that the assistance fee is for separate, non-insurance services, do not identify any fee, price, or charge for any such assistance service or benefit that is separate from the premium, and provide the consumer no means for purchasing the offered insurance policy without paying the assistance fee.

26. If consumers are to click on the “what’s covered” hyperlink (which they do not need to do in order to purchase the policy and check out), the services included in the policy are listed.



1 27. None of the listed services are disclosed as noninsurance services and the amount
2 charged for any noninsurance services is not listed.

3 28. If consumers click the hyperlink for “Important Disclosures” (which, again, the
4 consumer does not need to do to purchase the insurance and would likely not think to do on a page
5 purporting to list all the insurance services already) that page discloses that the cost of Defendants’
6 offered insurance services included a price for noninsurance assistance services, but does not
7 disclose what those services are and how much Defendants are charging for them or give
8 consumers the option not to purchase the additional assistance services.

9 29. This document does not provide sufficient notice to consumers that they are being
10 charged for supposed non-insurance services on top of the calculated premium for the insurance
11 Product. First viewing the “Important Disclosures” requires clicking through an already separate
12 section not required for the checkout process. Further, there is no indication within the actual offer
13 or “What’s Covered” pop-up that the price includes a fee for non-insurance services or that the
14 “Important Disclosures” will reveal the existence of such a fee. Moreover, the “Important
15 Disclosures” still does not disclose the amount of the fee and requires consumers to send an email
16 to ask Defendants to disclose the fee. Defendants know that, and have designed the checkout
17 process such that, consumers are highly unlikely to discover the existence of the amount of the
18 assistance fee or make an inquiry about it.

19 30. Consumers reasonably expect some amount of service and information (about the
20 insurance and potential claims) to be available to them when they purchase insurance. Such policy
21 and claims administration costs are supposed to be included in the insurance premiums. However,
22 to the extent Defendants offer additional assistance benefits that are truly separate from the
23 insurance benefits and may be accurately described as non-insurance benefits, there is little demand
24 in the market for such assistance benefits at the prices Defendants charge and in the form in which
25 they are offered (requiring insureds to call a toll-free number to speak with customer service
26 representatives to obtain various types of information). This is especially true of concierge
27 services. Consumers who purchase airfare and hotels online and through mobile applications can
28 readily find much of the information encompassed within Defendants’ assistance services for free,

1 and on demand, using the Internet and widely available applications (such as from Google, Apple,
2 Yelp, and many other service providers), or from more local or personalized sources than
3 Defendants can offer. Given that reality, and given that Defendants make no mention of any
4 separate charges for such services at the time they present their insurance offers to consumers,
5 consumers have no reason to suspect they are being charged for Defendants' non-insurance
6 assistance service at the time they insure their travel purchases.

7 31. In any event, most insureds are not aware of the availability of those services or that
8 they have been charged for them. Consumers generally would not pay for the separate service if
9 given a fair and informed choice whether to do so. On information and belief, the small percent of
10 insureds who use the assistance services, and the relatively low costs Defendants' incur in
11 providing such services, do not come close to justifying the price of the services and the total
12 revenues Defendants collect for the assistance services.

13 32. Moreover, there is no utility at all in requiring consumers to purchase Defendants'
14 assistance service in conjunction with Defendants' insurance. Under California law, and under any
15 balancing test of fairness, Defendants must provide consumers a choice as to whether to pay for
16 services in addition to the insurance. If insurers and their agents can bundle any fee they want with
17 insurance premiums, without adequately disclosing the fees to consumers and without giving them
18 a fair and real choice whether to pay those fees, then the extensive, longstanding, and strict
19 regulation of insurance premiums, commissions, and sales in California would become impotent.

20 33. If Defendants were genuinely attempting to market an informational assistance
21 service, they would likely offer it for free (using advertisements to cover costs) or they would
22 charge a flat, attractive fee and highlight some competitive edge over the alternative sources of
23 information available to consumers. Instead, Defendants hide their assistance service fee from
24 consumers at the point of purchase. Such practices imply that Defendants are using the assistance
25 fees to subsidize marketing and operational costs that should properly be included in the insurance
26 premiums, and thus that Defendants' characterization of the fees as non-insurance assistance fees is
27 disingenuous, and an attempt to circumvent California's regulation of premiums and of agent
28 compensation.

1 34. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
2 whether as an artifice to collect an unlawful agent’s fee (or unauthorized premium) or as genuinely
3 for non-insurance services (that no one has chosen and that few people would pay for if given the
4 choice)—the result is the same: Defendants collect more from consumers than they should.
5 Defendants did not receive approval from the California Department of Insurance to charge these
6 mandatory, hidden fees on top of the premium. If Defendants followed the laws and regulations,
7 they would not be charging such fees. And if Defendants disclosed the fees to consumers prior to
8 purchase, consumers would not pay for the fees. Defendants are continuing to charge and collect
9 sums that they are not allowed to collect by law and which are more than consumers would pay if
10 they understood Defendants’ practices.

11 35. In sum, Defendants’ practice of charging consumers for supposed “assistance” in
12 connection with trip/travel insurance is deceptive, unfair, and unlawful.

PLAINTIFFS’ EXPERIENCE

Plaintiff Hawley’s Experience

13
14 36. On or around March 30, 2024, Plaintiff Hawley completed a booking on
15 airbnb.com. During the checkout process, Plaintiff Hawley purchased the insurance Product
16 offered by Defendants to protect her reservation by clicking the box to purchase travel insurance in
17 the manner described above.

18 37. Defendants designed, controlled, and have access to the exact offer text presented to
19 Plaintiff Hawley.

20 38. Defendants’ insurance offer was the only insurance option presented to Plaintiff
21 Hawley at that time. There was no choice of plans or insurers during the checkout process, and
22 very limited information was provided regarding the insurance. A single price was stated as the
23 price of the “Travel Insurance.”

24 39. Unbeknownst to Plaintiff Hawley at the time she accepted the offers of insurance,
25 the total amounts she was charged for the insurance included both an insurance premium and a
26 mandatory fee that Defendants contend was for assistance and other non-insurance services but that
27
28

1 was, in effect, an unlawful agent’s fee or unauthorized premium. At a minimum, it was an unfair
2 charge, and Defendants have no justification for bundling it with the premiums in the way they did.

3 40. Neither the insurance offers nor any other portion of the checkout pages disclosed:
4 (a) a specific breakdown of the components of the total price; (b) the specific amount Defendants
5 categorize as the insurance premium; (c) that Plaintiff Hawley was being charged particular
6 amounts (on top of the insurance premium), supposedly for assistance and/or “non-insurance”
7 services and benefits; (d) that the assistance charge was not determined solely by the cost of and
8 demand for noninsurance assistance services, but that it was a pretext to increase Defendants’
9 profits and subsidize the marketing and sale of travel insurance; (e) that the bundling of assistance
10 services fees with insurance premiums had not been approved and/or was not in compliance with
11 applicable laws and regulations; (f) that she was being charged an unlawful and unfair agent’s fee;
12 (g) that she was being charged an unlawful and unfair insurance premium; and/or (h) adequate
13 material facts about the nature of such “assistance” services.

14 41. When accepting Defendants’ insurance offer, Plaintiff Hawley was not aware of any
15 non-insurance fee in addition to the premium and was not aware of the foregoing facts at the time
16 she purchased the insurance. As a result of Defendants’ material misrepresentations and
17 omissions, and Defendants’ unlawful and unfair practices, Plaintiff Hawley agreed to pay
18 Defendants to insure her purchases and believed that the amount she paid Defendants was for the
19 insurance only and that the amount charged was determined by a regulated, lawful process.
20 Plaintiff Hawley was seeking only lawful and proper insurance—not separate non-insurance
21 informational services. Plaintiff Hawley would not have paid the price charged for such services
22 by Defendants if given the choice. She was not aware of and did not agree to pay for any
23 additional or unlawful agent’s fee or other service that Defendants purport to offer to their insureds.

24 42. Plaintiff Hawley would have paid less than she did if Defendants had complied with
25 California law and charged her only an approved premium, rather than unfairly, unlawfully, and
26 deceptively including undisclosed additional fee or fees in the cost of the insurance.

27 43. Plaintiff Hawley would have declined the fee or fees for Defendants’ supposed
28 “assistance” services if Defendants had fully and fairly disclosed: (a) that Defendants were

1 charging an unlawful agent’s fee and/or unlawful amount of premium; or (b) the existence and
2 amount of the fee/charge for supposed “assistance” services and basic, material, and truthful
3 information about the supposed “assistance” services, which would have allowed her to understand
4 that she was being charged for something she did not want to pay for, and that the fee is a pretext
5 for increasing Defendants’ profits. Plaintiff Hawley likely would not have purchased insurance
6 from Defendants if she had doubts about their integrity and reliability, and she would have had
7 such doubts if Defendants had fully and fairly disclosed the material information referenced in this
8 Complaint.

9 ***Plaintiff Krzyzek’s Experience***

10 44. On or around May 10, 2023, Plaintiff Krzyzek completed a booking on airbnb.com.
11 During the checkout process, Plaintiff Krzyzek purchased the insurance Product offered by
12 Defendants to protect her reservation by clicking the box to purchase travel insurance in the
13 manner described above.

14 45. Defendants designed, controlled, and have access to the exact offer text presented to
15 Plaintiff Krzyzek.

16 46. Defendants’ insurance offer was the only insurance option presented to Plaintiff
17 Krzyzek at those times. There was no choice of plans or insurers during the checkout process, and
18 very limited information was provided regarding the insurance. A single price was stated as the
19 price of the “Travel Insurance.”

20 47. Unbeknownst to Plaintiff Krzyzek at the time she accepted the offers of insurance,
21 the total amounts she was charged for the insurance included both an insurance premium and a
22 mandatory fee that Defendants contend was for assistance and other non-insurance services but that
23 was, in effect, an unlawful agent’s fee or unauthorized premium. At a minimum, it was an unfair
24 charge, and Defendants have no justification for bundling it with the premiums in the way they did.

25 48. Neither the insurance offers nor any other portion of the checkout pages disclosed:
26 (a) a specific breakdown of the components of the total price; (b) the specific amount Defendants
27 categorize as the insurance premium; (c) that Plaintiff Krzyzek was being charged particular
28 amounts (on top of the insurance premium), supposedly for “non-insurance” services and benefits;

1 (d) that the assistance charge was not determined solely by the cost of and demand for
2 noninsurance assistance services, but that it was a pretext to increase Defendants' profits and
3 subsidize the marketing and sale of travel insurance; (e) that the bundling of assistance services
4 fees with insurance premiums had not been approved and/or was not in compliance with applicable
5 laws and regulations; (f) that she was being charged an unlawful and unfair agent's fee; (g) that she
6 was being charged an unlawful and unfair insurance premium; and/or (h) adequate material facts
7 about the nature of such "assistance" services.

8 49. When accepting Defendants' insurance offer, Plaintiff Krzyzek was not aware of
9 any non-insurance fee in addition to the premium and was not aware of the foregoing facts at the
10 time she purchased the insurance. As a result of Defendants' material misrepresentations and
11 omissions, and Defendants' unlawful and unfair practices, Plaintiff Krzyzek agreed to pay
12 Defendants to insure her purchases and believed, each time, that the amount she paid Defendants
13 was for the insurance only and that the amount charged was determined by a regulated, lawful
14 process. Plaintiff Krzyzek was seeking only lawful and proper insurance—not separate non-
15 insurance informational "assistance" services. Plaintiff Krzyzek would not have paid the price
16 charged for such services by Defendants if given the choice. She was not aware of and did not
17 agree to pay for any additional or unlawful agent's fee or any additional "assistance" or other
18 service that Defendants purport to offer to their insureds.

19 50. Plaintiff Krzyzek would have paid less than she did if Defendants had complied
20 with California law and charged her only an approved premium, rather than unfairly, unlawfully,
21 and deceptively including undisclosed additional fee or fees in the cost of the insurance.

22 51. Plaintiff Krzyzek would have declined the fee or fees for Defendants' supposed
23 "assistance" services if Defendants had fully and fairly disclosed: (a) that Defendants were
24 charging an unlawful agent's fee and/or unlawful amount of premium; or (b) the existence and
25 amount of the fee/charge for supposed "assistance" services and basic, material, and truthful
26 information about the supposed "assistance" services, which would have allowed her to understand
27 that she was being charged for something she did not want to pay for, and that the fee is a pretext
28 for increasing Defendants' profits. Plaintiff Krzyzek likely would not have purchased insurance

1 from Defendants if she had doubts about their integrity and reliability, and she would have had
2 such doubts if Defendants had fully and fairly disclosed the material information referenced in this
3 Complaint.

4 **CLASS ALLEGATIONS**

5 52. Class Definition: Pursuant to Rule 23 of the Federal Rules of Civil Procedure,
6 Plaintiffs bring this action on behalf of themselves and other similarly situated individuals defined
7 as all California residents who purchased travel insurance from Generali during the Class period
8 who were charged a fee for the supposed assistance services or benefits included with Generali's
9 travel insurance contracts on top of the applicable insurance premium rate Generali was authorized
10 to charge for their travel insurance (the "Class").

11 53. Plaintiffs also bring this action on behalf of a Subclass of consumers defined as all
12 California residents who purchased travel insurance from Defendants during the Class period who
13 were charged a fee for the supposed assistance services or benefits included with Defendants'
14 travel insurance contracts on top of the applicable insurance premium rate Defendants were
15 authorized to charge for their travel insurance (the "Airbnb Subclass").

16 54. Plaintiffs reserve the right to modify the class definition or add sub-classes as
17 necessary prior to filing a motion for class certification.

18 55. The "Class Period" is the time period beginning on the date established by the
19 Court's determination of any applicable statute of limitations, after considering of any tolling,
20 concealment, and accrual issues, and ending on the date of entry of judgement.

21 56. Excluded from the Class is Defendants; any affiliate, parent, or subsidiary of
22 Defendants; any entity in which Defendants have a controlling interest; any officer director, or
23 employee of Defendants; any successor or assign of Defendants; anyone employed by counsel in
24 this action; any judge to whom this case is assigned, his or her spouse and immediate family
25 members; and members of the judge's staff.

26 57. Numerosity/Ascertainability. Members of the Class are so numerous that joinder of
27 all members would be unfeasible and not practicable. The exact number of Class Members is
28

1 unknown to Plaintiffs at this time; however, it is estimated that there are thousands of individuals
2 in the Class. The identity of such membership is readily ascertainable from Defendants' records.

3 58. Typicality. Plaintiffs' claims are typical of the claims of the Class because Plaintiffs
4 purchased travel insurance from Defendants and, as a result of Defendants' unlawful conduct, were
5 charged more for that insurance than is allowed under California law. Plaintiffs' claims are based
6 on the same legal theories as the claims of other Class Members.

7 59. Adequacy. Plaintiffs are fully prepared to take all necessary steps to represent fairly
8 and adequately the interests of the Class Members. Plaintiffs' interests are coincident with, and not
9 antagonistic to, those of the members of the Class. Plaintiffs are represented by attorneys with
10 experience in the prosecution of class action litigation generally and in the field of consumer
11 protection litigation specifically. Plaintiffs' attorneys are committed to vigorously prosecuting this
12 action on behalf of the members of the Class.

13 60. Common Questions of Law and Fact Predominate/Well Defined Community of
14 Interest. Questions of law and fact common to the members of the Class predominate over
15 questions that may affect only individual members of the Class because Defendants have acted on
16 grounds generally applicable to the Class. Such generally applicable conduct is inherent in
17 Defendant's wrongful conduct. Questions of law and fact common to the Class includes:

18 (a) whether the prices Defendants actually charged for their Products were the
19 approved "premiums" for Defendants' travel insurance Products under California law;

20 (b) whether the prices or "premiums" Defendants actually charged for their
21 Products exceeded the premium rates approved for those Products in California;

22 (c) whether the "assistance fees" Defendants charged in selling their Products
23 were unauthorized insurance premiums and/or unlawful agent fees;

24 (d) whether reasonable consumers interpreted the price in Defendants' insurance
25 offers as the insurance premium or price and were unaware of any additional fee for assistance
26 and other services;

27 (e) whether Defendants have engaged, and continue to engage, in unfair
28 practices by circumventing regulatory scrutiny, by charging unlawful and excessive agent fees

1 and/or premium charges, and/or by requiring all consumers to pay assistance fees without a fair
2 option to decline such fees, thus charging consumers more than they are legally allowed to charge;

3 (f) whether at least some of the “assistance services” included in the Products
4 are part of the insurance or are insurance-related such that they are subject to the filed, approved
5 rate for the travel insurance and Defendants cannot charge extra for them;

6 (g) whether Defendants knew or should have known that reasonable consumers
7 did not value the truly non-insurance assistance services (if any) included in the Products;

8 (h) whether Defendants’ conduct is unlawful, unfair, or fraudulent in violation
9 of the Unfair Competition Law, California Business and Professions Code §17200, *et seq.*;

10 (i) whether Defendants have engaged, and continue to engage, in unfair or
11 fraudulent practices by misrepresenting in insurance offers that the prices charged were solely for
12 the insurance premium, and by failing to disclose that the amounts charged to Plaintiffs and Class
13 Members included mandatory assistance fees;

14 (j) whether Defendants’ conduct constitutes untrue or misleading statements
15 within the meaning of California Business and Professions Code § 17500, *et seq.*;

16 (k) whether Defendants engaged in the alleged conduct knowingly, recklessly,
17 or negligently;

18 (l) the amount of profits and revenues earned by Defendants and/or the amount
19 of monies or other obligations lost by Class Members as a result of the misconduct alleged herein;
20 and

21 (m) whether Class Members are entitled to restitution, injunctive and other
22 equitable relief and, if so, what is the nature (and amount) of such relief.

23 61. Superiority: Class action treatment is a superior method for the fair and efficient
24 adjudication of the controversy. Such treatment will permit a large number of similarly situated
25 persons to prosecute their common claims in a single forum simultaneously, efficiently, and
26 without the unnecessary duplication of evidence, effort, or expense that numerous individual
27 actions would engender. The benefits of proceeding through the class mechanism, including
28 providing injured persons or entities a method for obtaining redress on claims that could not

1 practicably be pursued individually, substantially outweighs potential difficulties in management of
2 this class action. Plaintiffs know of no special difficulty to be encountered in litigating this action
3 that would preclude its maintenance as a class action.

4 **COUNT I**
5 **Violation of California’s False Advertising Law**
6 **Business and Professions Code § 17500, *et seq.***

6 62. Plaintiffs reallege and reincorporate the preceding paragraphs as if fully set forth
7 herein.

8 63. Plaintiffs bring this count individually, on behalf of the Class against Generali, and
9 on behalf of the Airbnb Subclass against Defendants.

10 64. During the Class Period, Defendants made untrue, false, deceptive, and/or
11 misleading statements in connection with the advertising, marketing, and sale of their Products on
12 airbnb.com and other third party websites.

13 65. Defendants’ acts and practices, as described herein, have deceived and/or are likely
14 to continue to deceive members of the Class and public. As described throughout this Complaint,
15 Defendants led reasonable customers to believe that they were agreeing to pay approved and lawful
16 premiums for trip/travel insurance policies, without hidden, unapproved fees being included within
17 the supposed premium for the policies.

18 66. Defendants knew or should have known that consumers did not demand or value the
19 supposed “assistance” and other non-insurance services they offered, that consumers would not pay
20 for it, and that consumers did not know Defendants were charging them for it when they purchased
21 the Products. Nevertheless, Defendants continued to advertise their insurance policies as part of a
22 scheme with the intent not to sell the insurance as advertised and to mislead consumers regarding
23 the nature and extent of the services they were obtaining from Defendants, and regarding the prices
24 of those insurance and non-insurance services. Defendants knew or should have known that they
25 misled consumers regarding: the nature of the price paid for the insurance, the existence of an
26 additional fee for Defendants, and the extent of Defendants’ assistance and other services.

27 67. Defendants created a situation where they could charge for a service while hiding its
28 existence to consumers they had charged, making it even more unlikely that insureds would use the

1 service for which they had been charged and making Defendants' performance of the supposed
2 assistance and other services illusory.

3 68. By their actions, Defendants disseminated uniform advertising regarding the
4 insurance policies to and across California. The advertising was, by its very nature, unfair,
5 deceptive, untrue, and misleading within the meaning of Cal. Bus. & Prof. Code § 17500, *et seq.*
6 Such advertisements were intended to and likely did deceive the consuming public.

7 69. The above-described false, misleading, and deceptive advertising Defendants
8 disseminated continues to have a likelihood to deceive reasonable consumers.

9 70. In making and disseminating these statements, Defendants knew, or should have
10 known, their advertisements were untrue and misleading in violation of California law. Plaintiffs
11 and members of the Class based their purchasing decisions on Defendants' advertisements relating
12 to the Products. The revenue attributable to the Product sold in those false and misleading
13 advertisements likely amounts to millions of dollars. Plaintiffs and members of the Class were
14 injured in fact and lost money and property as a result.

15 71. The misrepresentations and non-disclosures by Defendants and the material facts
16 described and detailed herein constitute false and misleading advertising and, therefore, constitute a
17 violation of Cal. Bus. & Prof. Code § 17500, *et. seq.*

18 72. As a result of Defendants' wrongful conduct, Plaintiffs and members of the Classes
19 lost money in an amount to be proven at trial. Plaintiffs and the Classes are therefore entitled to
20 restitution as appropriate for this cause of action.

21 73. Plaintiffs and Class Members seek all monetary and non-monetary relief allowed by
22 law, including restitution of all profits stemming from Defendants' unfair, unlawful, and fraudulent
23 business practices; declaratory relief; reasonable attorneys' fees and costs under California Code
24 Civ. Proc. § 1021.5; injunctive relief, and other appropriate equitable relief.

25 **COUNT II**
26 **Violation of California's Unfair Competition Law**
27 **Business and Professions Code § 17200, *et seq.***

28 74. Plaintiffs reallege and reincorporate the preceding paragraphs as if fully set forth
herein.

1 75. Plaintiffs bring this count individually, on behalf of the Class against Generali, and
2 on behalf of the Airbnb Subclass against Defendants.

3 76. California Business and Professions Code § 17200 prohibits “any unlawful, unfair,
4 or fraudulent business act of practice.” For the reasons discussed above, Defendants have engaged
5 in unlawful, unfair, and fraudulent business acts or practices in violation of California Business &
6 Professions Code § 17200.

7 77. Throughout the Class Period, Defendants have engaged in, and continue to engage
8 in **Unlawful Business Practices** by violating (i) the FAL, California Business and Professions
9 Code § 17500 *et seq.*, as described above, and (ii) the California Insurance Code and regulations,
10 including but not limited to Cal. Ins. Code § 332 (requiring disclosure of all facts material to the
11 insurance contract), Cal. Ins. Code § 381(f) (requiring Defendants’ Products to include a
12 “statement of the premium”), Cal. Ins. Code § 790.02 (prohibiting unfair and deceptive practices in
13 the business of insurance), Cal. Ins. Code §§ 1861.01(c) and 1861.05 and associated regulations
14 and case law (insurance rates must be approved by the CDI prior to their use); and Cal. Code Regs.
15 tit. 10, §§ 2189.3 and 2189.5 and applicable case law (prohibiting appointed agents from charging
16 fees). To the extent Defendants charge consumers for a non-insurance service without properly
17 disclosing that practice, Defendants violate the FAL and Cal. Ins. Code § 332 because they fail to
18 disclose material facts regarding the price of the insurance and mislead consumers as a result. To
19 the extent the supposed “assistance” and other fees for purportedly non-insurance services are in
20 fact mandatory agent fees (or additional premium) and are determined by factors similar to those
21 typically used to determine agent fees and premiums, then Defendants violate Cal. Ins. Code §§
22 1861.01(c) and 1861.05 (because they did not get the required prior approval for those fees) and/or
23 Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize only brokers, not agents, to collect
24 fees, and only pursuant to strict disclosure requirements).

25 78. Defendants have engaged, and continue to engage, in **Unfair Business Practices**
26 through the practices described herein, which undermine and offend the public policies behind
27 Proposition 103, including: to protect consumers from arbitrary insurance rates and practices and to
28 ensure that insurance is fair, available, and affordable for all Californians. Moreover, the financial

1 injury to consumers of being required to pay an additional fee, on top of the insurance premium,
2 supposedly (but not in reality) for a service they do not use, are not aware of, and which is priced
3 far above its actual value, outweighs any potential benefit of requiring consumers to pay such an
4 arbitrary fee on top of a highly regulated insurance price—particularly when Defendants could
5 easily make their assistance services optional.

6 79. Defendants have engaged, and continue to engage, in **Fraudulent Business**
7 **Practices** by failing to disclose that the amounts charged to Plaintiffs and Class members for the
8 Products included mandatory assistance fees and (if Defendants’ characterization of the fees as
9 “non-insurance” were correct) misleading consumers to believe that the prices charged for the
10 Products were solely for the insurance premium, when they also included a hidden fee for a
11 noninsurance service.

12 80. Defendants caused injury to Plaintiffs and Class Members. Had Defendants not
13 violated California law and/or public policy as described herein, they would have charged only the
14 authorized insurance premiums for the Products and Plaintiffs and those similarly situated would
15 not have paid the “assistance fees” charged by Defendants. If Plaintiffs had been adequately
16 informed and not deceived by Defendants, they would have declined to purchase Defendants’
17 Products or paid less for them.

18 81. Defendants’ acts and omissions are likely to deceive reasonable consumers.

19 82. The gravity of the consequences of Defendants’ conduct as described outweighs any
20 justification, motive, or reason therefore, particularly considering the available legal alternatives
21 which exist in the marketplace. Such conduct is immoral, unethical, unscrupulous, offends
22 established public policy, or is substantially injurious to Plaintiffs and the other members of the
23 Class.

24 83. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs and the Class seek an order
25 of this Court that includes, but is not limited to, requiring Defendants to (a) provide restitution to
26 Plaintiffs and other Class Members; (b) disgorge all revenues obtained as a result of violations of
27 the UCL; and (c) pay Plaintiffs’ attorneys fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek judgment against Defendants, as follows:

- (a) For an order certifying the Class and Subclass under Fed. R. Civ. P. 23 and naming Plaintiffs as representatives of the Class and Subclass, and Plaintiffs’ attorneys as Class counsel;
- (b) For an order declaring that the Defendants’ conduct violates the statutes referenced herein;
- (c) For an order finding in favor of Plaintiffs and the Class and Subclass on all counts asserted herein;
- (d) For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- (e) For prejudgment interest on all amounts awarded;
- (f) For an order of restitution and all other forms of equitable monetary relief;
- (g) For injunctive relief as pleaded or as the Court may deem proper;
For an order awarding Plaintiffs and the Class their reasonable attorneys’ fees and expenses and costs of suit.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all claims so triable.

Dated: May 23, 2024

BURSOR & FISHER, P.A.

By: /s/ Brittany S. Scott
Brittany S. Scott

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Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JESSICA HAWLEY and KILEY KRZYZEK, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Alameda (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Brittany S. Scott, Bursor & Fisher, P.A., 1990 N. California Blvd., Suite 940 Walnut Creek, CA 94596 Tel.: (925) 300-4455

DEFENDANTS

AIRBNB TRAVEL INSURANCE AGENCY LLC and GENERALI ASSICURAZIONI GENERALI S.P.A. (U.S. BRANCH),

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns PTF and DEF for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)

Brief description of cause: Unlawful marketing and sale of travel insurance policies.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00+

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 05/23/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Brittany S. Scott