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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 SHEENA JENKINS, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 CROSSROADS TRADING CO., INC.,

19 Defendant.

Case No.:

Class Action

**Class Action Complaint for Damages
for Violations of:**

- (1) **Consumer Legal Remedies Act,
Cal. Civ. Code §§ 1750, et seq.**
- (2) **False Advertising Law, Cal.
Bus. & Prof. Code §§ 17500, et
seq.**
- (3) **Unfair Competition Law, Cal.
Bus. & Prof. Code §§ 17200, et
seq.**

Jury Trial Demanded

20 **INTRODUCTION**

- 21 1. Sheena Jenkins (“Plaintiff”) brings this Class Action to enjoin the deceptive
22 business practices of Crossroads Trading Co., Inc. (“Defendant”) and its
23 misleading billing practices at its retail clothing stores.
- 24 2. Plaintiff discovered that although Defendant advertises its products in-store at a



1 certain price, Defendant includes a previously undisclosed three (3) percent
2 surcharge at checkout.

3 3. Defendant’s deceptive and misleading pricing directly harms consumers
4 financially.

5 4. Defendant’s deceptive and misleading pricing practices also give it an unlawful
6 competitive advantage against its competitors. Defendant’s actions force its
7 competition to choose between engaging in the same deceptive business practices
8 as Defendant or suffering a competitive disadvantage through legal and ethical
9 behavior.

10 5. Plaintiff makes these allegations on information and belief, except for those
11 allegations that pertain to Plaintiff, or to Plaintiff’s counsel, which Plaintiff alleges
12 on personal knowledge.

13 6. While many violations are described below with specificity, this Complaint
14 alleges violations of the statutes cited in their entirety.

15 7. Unless otherwise stated, all the conduct engaged in by Defendant took place in
16 California.

17 8. Unless otherwise indicated, the use of a Defendants’ name in this Complaint
18 includes all agents, employees, officers, members, directors, heirs, successors,
19 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of
20 Defendants named.

21 **JURISDICTION AND VENUE**

22 9. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiffs allege a
23 national class, which will result in at least one class member belonging to a
24 different state than that of Defendant. Plaintiff seeks class wide damages of *at*
25 *least* 3% of Defendant’s total revenue over the last four years, which, when
26 aggregated, exceeds the \$5,000,000.00 (five-million dollars) threshold for federal
27 court jurisdiction under the Class Action Fairness Act (“CAFA”). Therefore, both
28 the elements of diversity jurisdiction and CAFA jurisdiction are present.



1 10. Because Defendants regularly conduct business within the State of California,
2 personal jurisdiction is established.

3 11. Venue is proper in the United States District Court for the Central District of
4 California because the County of Los Angeles is where the conduct giving rise to
5 Plaintiff's injury originated from or occurred. Furthermore, Defendant is subject
6 to liabilities in the County of Los Angeles in the State of California, where
7 Defendant operates and willfully and knowingly engaged in misleading billing
8 practices with Plaintiff.

9 **PARTIES**

10 12. Plaintiff is a natural person who resides in the County of Los Angeles, California
11 who unknowingly had a deceptive surcharge added to Plaintiff's bill after
12 shopping at one of Defendant's retail stores.

13 13. Defendant is a corporation, organized and existing under the laws of the State of
14 California. Defendant owns, operates, and manages at least twelve stores located
15 within this District. Defendant also owns, operates, and manages stores throughout
16 the country, including in Colorado, New York, Illinois, Washington, Oregon, and
17 Texas.

18 **FACTUAL ALLEGATIONS**

19 14. At all times relevant, Plaintiff is an individual residing within the State of
20 California.

21 15. Plaintiff is informed and believes, and thereon alleges, that at all times relevant,
22 Defendant conducted and continues to conduct business in the State of California.

23 16. Defendant misleads the general public by advertising certain prices for its retail
24 goods, which gives consumers the impression that this price is the actual price
25 consumers will be charged. Upon checkout, however, Defendant surreptitiously
26 adds a three percent (3%) "Living Wage Surcharge" after the Subtotal calculation.

27 17. At no point prior to providing the consumer with the final receipt does Defendant
28 advise consumers of the actual prices of the goods, which are actually higher due

1 to the added surcharge.

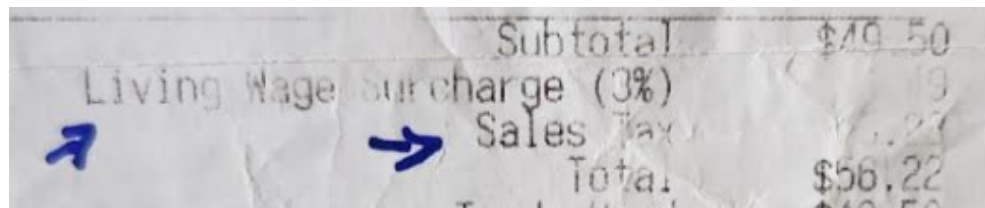
2 18. On May 12, 2023, Plaintiff purchased clothing and related items from Defendant's
3 retail store located in Culver City, California. Plaintiff went into the store and
4 discovered that, after checkout, her receipt included a three (3) percent surcharge.
5 Because of her reliance upon Defendant's marketed prices, Plaintiff requested a
6 refund of the surcharge. The manager of the store, Brianna, told Plaintiff that the
7 3% surcharge was a fee mandated by the City of Culver City and that Defendant
8 would not refund the surcharge.

9 19. After Plaintiff left the store, and still on May 12, 2023, Plaintiff called the Culver
10 City Tax Assessor's Office. Representatives of Culver City informed Plaintiff that
11 no such city-mandated fee existed. That same day, Plaintiff went back into the
12 store and spoke to a different manager named Brandon. Brandon informed
13 Plaintiff that the fee was mandatory due to Defendant's desire to offset the cost of
14 a minimum wage increase.

15 20. Sometime in the next six weeks, Plaintiff went back to the store and again tried to
16 have the surcharge refunded. Brandon told her that Defendant would not refund
17 the surcharge because it was meant to cover a cost-of-living increase and increased
18 fees that Defendant had to pay to the City.

19 21. The surcharge represents "costs" that Defendant collects solely for its own gain.
20 Therefore, the surcharge constitutes unearned profit and is not a "tip" given to its
21 employees.

22 22. Furthermore, Defendant includes the surcharge between "Subtotal" and "Sales
23 Tax," leading the reasonable consumer to believe that the surcharge is some type
24 of tax or legal requirement:



1
2 23. Indeed, Defendant misrepresented the purpose of the surcharge to Plaintiff upon
3 her request for a refund as a “mandatory” fee.

4 24. Although Defendant includes a small sign in its stores about the surcharge, the
5 sign does not indicate whether the surcharge has already been included in the
6 price of goods. Instead, the sign—which is noticeably smaller than the other
7 signs around it and has a much smaller font size—states only that “a 3%
8 surcharge will be added to your purchase.” The signs appear as follows:



23 25. Despite having made a purchase at Defendant’s Culver City store, in 2023,
24 Plaintiff never saw the above-referenced sign(s) on any of the occasions she
25 visited. It was not until after Plaintiff, through her counsel, sent a letter to
26 Defendant on April 17, 2024, in an attempt to amicably resolve the pricing
27 misrepresentations referenced herein, that Plaintiff noticed on a subsequent visit
28 to one of Defendant’s retail stores sometime in May 2024 that such signs had been

1 posted.

2 26. The reason for the surcharge is vague and ambiguous. Defendant claims that the
3 surcharge is meant to “preserve [its] affordable prices and keep up with the rising
4 costs of doing business.” This makes little sense. To preserve prices, Defendant
5 purportedly adds a surcharge on the backend to create the illusion that its tag prices
6 are lower than they are. This is definitionally deceptive.

7 27. Defendant has not maintained the same pricing schedule for its items as when it
8 opened in 1991. Indeed, Defendant adjusts its pricing over time and raises the
9 prices of its goods sold. Thus, the only explanation for this surcharge is, rather
10 than honestly advertising the prices of its wares, to offset its advertised prices and
11 hide it from consumers.

12 28. Defendant’s advertised prices lack any indication of the actual pricing with the
13 surcharge until the very end at checkout, after consumers have already spent time
14 shopping. Still, given that the surcharge is 3%, many consumers will not notice
15 anything amiss when shown the final total—likely believing any additional costs
16 to be tax.

17 29. Defendant purposely adds this surcharge instead of raising the prices on its goods
18 in an effort to mislead consumers into thinking that their goods cost less than they
19 actually do.

20 30. During the “Class Period,” as defined below, Plaintiff and those similarly situated
21 were deprived of monies, which they paid for goods at Defendant’s stores, by the
22 actions described above.

23 31. If Defendant did not want to mislead the public, Defendant could simply raise its
24 advertised prices instead of adding a surcharge, as most other retail outlets do.

25 32. Had Defendant accurately advertised its prices, consumers would know how much
26 each item actually costs when purchased.

27 33. Defendant knew, or in the exercise of reasonable care should have known, that the
28 addition of this surcharge is false, deceptive, and misleading.



1 34. Defendant’s choice to add a surcharge rather than accurately display the prices of
2 its wares reflects a strategic, albeit deceptive, decision to hide the actual price of
3 its goods until after consumers have purchased them, to reap financial benefit.

4 35. In fact, Defendant originally included a 2% surcharge on its products and later
5 increased that to 3%. Thus, instead of updating its product pricing, Defendant
6 continuously chooses to increase its surcharge and deceive consumers into
7 purchasing falsely advertised products.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**

10 **CAL. CIV. CODE § 1750, *et seq.***

11 36. Plaintiff incorporates by reference paragraphs 1-35 of this Complaint as though
12 fully stated herein.

13 37. California Civil Code § 1750, *et seq.* entitled the Consumer Legal Remedies Act
14 (“CLRA”), provides a list of “unfair or deceptive” practices in a “transaction”
15 relating to the sale of “goods” or “services” to a “consumer.”

16 38. The Legislature’s intent in promulgating the CLRA, expressed in Cal. Civ. Code
17 § 1760, provides, *inter alia*, that its terms are to be:

18
19 “Construed liberally and applied to promote its underlying
20 purposes, which are to protect consumers against unfair and
21 deceptive business practices and to provide efficient and
22 economical procedures to secure such protection.”

22 39. Defendant, Plaintiff, and Class members are each “person[s]” as defined pursuant
23 to Civ. Code § 1761(c).

24 40. Defendant’s retail stores sell “goods” as defined pursuant to Civ. Code § 1761(a).

25 41. Plaintiff and Class members are each “consumer[s]” as defined pursuant to Civ.
26 Code § 1761(d).

27 42. Each of Plaintiff’s and Class members’ purchases of Defendant’s products
28 constituted a “transaction” as defined pursuant to Civ. Code § 1761(e).





1 43. Cal. Civ. Code § 1770(a)(9) states that:

2
3 “(a) The following unfair methods of competition and unfair
4 or deceptive acts or practices undertaken by any person in a
5 transaction intended to result or which results in the sale or
6 as (9) Advertising goods or services with intent not to sell them
advertised.”

7 44. Cal. Civ. Code § 1770(a)(20) includes:

8
9 “(20) Advertising that a product is being offered at a specific
10 price plus a specific percentage of that price unless (A) the
11 total price is set forth in the advertisement, which may
12 include, but is not limited to, shelf tags, displays, and media
13 advertising, in a size larger than any other price in that
14 advertisement, and (B) the specific price plus a specific
15 percentage of that price represents a markup from the seller’s
16 costs or from the wholesale price of the product. This
17 subdivision shall not apply to in-store advertising by
18 businesses that are open only to members or cooperative
organizations organized pursuant to Division 3 (commencing
with Section 12000) of Title 1 of the Corporations Code if
more than 50 percent of purchases are made at the specific
price set forth in the advertisement.”

19 45. Finally, Cal. Civ. Code § 1770(a)(29)(A) includes:

20 “(29)(A) Advertising, displaying, or offering a price for a
21 good or service that does not include all mandatory fees or
22 charges other than either of the following:
23 (i) Taxes or fees imposed by a government on the
transaction.
24 (ii) Postage or carriage charges that will be reasonably and
25 actually incurred to ship the physical good to the
consumer.”

26 46. Defendant violated Cal. Civ. Code §§ 1770(a)(9), (20), (29) by marketing and
27 representing, on its in-store price tags, that its goods are a certain price, when, in
28 fact, Defendant adds a surcharge to that price upon purchase of the goods.



- 1 47. Defendant never intended to sell its items at the prices it lists them for, in violation
2 of Civ. Code § 1770(a)(9).
- 3 48. Defendant advertised each item for a specific price, plus a specific percentage of
4 that price, without setting forth on the shelf tags, the total of the price in a size
5 larger than the original price. Defendant did this in violation of Civ. Code §
6 1770(a)(20).
- 7 49. Defendant advertised, displayed, and offered its goods at prices that did not
8 include all mandatory fees or charges, in violation of Civ. Code § 1770(a)(29)(A).
- 9 50. On information and belief, Defendant’s violations of the CLRA set forth herein
10 were done with awareness of the fact that the conduct alleged was wrongful and
11 was motivated solely for Defendant’s self-interest, monetary gain, and increased
12 profit.
- 13 51. On information and belief, Defendant committed these acts knowing the harm that
14 would result to Plaintiff and all consumers, and Defendant engaged in such unfair
15 and deceptive conduct notwithstanding such knowledge.
- 16 52. Plaintiff suffered an “injury in fact” because Plaintiff’s money was taken by
17 Defendant as a result of Defendant’s false representations set forth on Defendant’s
18 advertisements.
- 19 53. As a direct and proximate result of Defendant’s violations of the CLRA, Plaintiff
20 and members of the Class are entitled to a declaration that Defendant violated the
21 CLRA.
- 22 54. Plaintiff and the Class are also entitled to and seek injunctive relief prohibiting
23 such conduct in the future.
- 24 55. Plaintiff served a certified letter pursuant to the CLRA, Cal. Civ. Code § 1782 on
25 Defendant with respect to the allegations herein.
- 26 56. As of the date of the filing of this Complaint, more than the required thirty (30)
27 days have passed. Defendant has not complied with Plaintiff’s demands outlined
28 in the letters to Defendant.

1 57. Plaintiff has included a CLRA venue affidavit with the filing of this complaint.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATIONS OF THE FALSE ADVERTISING LAW**

4 **CAL. BUS. & PROF. CODE § 17500, *et seq.***

5 58. Plaintiff incorporates by reference paragraphs 1-57 of this Complaint as though
6 fully stated herein.

7 59. Plaintiff brings this cause of action both individually and on behalf of the putative
8 Class.

9 60. Plaintiff and Defendant are “person[s]” as defined by Cal. Bus. & Prof. Code §
10 17506. Section 17535 authorizes a private right of action on both an individual
11 and representative basis.

12 61. The misrepresentations, acts, and non-disclosures by Defendant of the material
13 facts detailed above constitute false and misleading advertising and therefore
14 violate Bus. & Prof. Code § 17500, *et seq.*

15 62. At all times relevant, Defendant falsely advertised and listed prices for goods in
16 its stores in such a way as to mislead and deceive reasonable consumers.
17 Defendant did this by deceptively adding a surcharge upon purchase of its goods.

18 63. Defendant engaged in the false and/or misleading advertising and marketing as
19 alleged herein with the intent to directly or indirectly mislead consumers as to the
20 cost of its wares.

21 64. In making and publicly disseminating the statements and/or omissions alleged
22 herein, Defendants knew or should have known that the statements and/or
23 omissions were untrue or misleading, and acted in violation of Cal. Bus. & Prof.
24 Code § 17500, *et seq.*

25 65. Plaintiff and members of the putative Class suffered injury in fact and have lost
26 money and/or property as a result of Defendant’s false advertising, as set forth
27 more fully herein. Plaintiff and members of the putative Class have been injured
28 because they paid approximately 3% more money to Defendants than advertised



1 on its goods. As a result, Defendant unlawfully profited.

2 66. At a date presently unknown to Plaintiff, and as set forth above, Defendant began
3 to falsely advertise the prices of its products by adding a surcharge onto consumers
4 at checkout rather than raising the advertised prices to accurately reflect the
5 correct purchase price.

6 67. The false and misleading advertising of Defendant, as described above, presents a
7 continuing threat to consumers, as Defendant continues to add the surcharge. This
8 will continue to mislead consumers as to the real price of Defendant's products.

9 68. As a direct and proximate result of Defendant's aforementioned conduct and
10 representations, Defendant received and continues to hold monies rightfully
11 belonging to Plaintiff and others similarly situated.

12 69. As a result of each and every violation of the FAL, Plaintiff is entitled to restitution
13 and injunctive relief pursuant to Bus. & Prof. Code § 17203; exemplary and/or
14 punitive damages for intentional misrepresentations pursuant to Cal. Civ. Code §
15 3294; and recovery of attorneys' fees pursuant to California Code of Civil
16 Procedure § 1021.5.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

19 **CAL. BUS. & PROF. CODE § 17200, *et seq.***

20 70. Plaintiff incorporates by reference paragraphs 1-69 of this Complaint as though
21 fully stated herein.

22 71. Plaintiff and Defendant are each "person[s]" as defined by Cal. Bus. & Prof. Code
23 § 17201. California Bus. & Prof. Code § 17204 authorizes a private right of action
24 on both an individual and representative basis.

25 72. "Unfair competition" is defined by Bus. & Prof. Code § 17200 as (1) an
26 "unlawful" business act or practice, (2) an "unfair" business act or practice, (3) a
27 "fraudulent" business act or practice, and (4) "unfair, deceptive, untrue or
28 misleading advertising." The definitions in § 17200 are drafted in the disjunctive,





1 meaning that each of these “wrongs” operate independently from the others.

2 73. As a direct and proximate result of the aforementioned acts and representations,
3 Defendant received and continues to hold monies rightfully belonging to Plaintiff
4 and others similarly situated, who were led to believe their purchases would cost
5 approximately 3% less.

6 74. Defendant has engaged in unlawful and unfair business acts or practices, entitling
7 Plaintiff, and putative class members, to a judgment and equitable relief against
8 Defendant, as set forth in the Prayer for Relief. Pursuant to Bus. & Prof. Code §
9 17203, as a result of each and every violation of the UCL, which are continuing,
10 Plaintiff is also entitled to restitution and injunctive relief against Defendant.

11 75. Plaintiff and members of the putative class have suffered injury in fact and have
12 lost money or property as a result of Defendant’s unfair competition. Plaintiff and
13 members of the putative class have been injured as they relied upon Defendant’s
14 misrepresentations.

15 76. Defendant, through its acts of unfair competition, has unfairly acquired monies
16 from Plaintiff and members of the putative Class. It is impossible for Plaintiff to
17 determine the exact amount of money that Defendant has obtained without a
18 detailed review of Defendant’s books and records. Plaintiff requests that this Court
19 restore these monies and enjoin Defendant from continuing to violate Cal. Bus. &
20 Prof. Code § 17200, *et seq.*

21 77. Plaintiff and other similarly situated consumers will continue to be exposed to,
22 and harmed by, Defendant’s unfair business practices unless Defendant is
23 enjoined from continuing to engage in the unlawful, unfair, untrue, and deceptive
24 business acts and practices discussed herein.

25 78. Plaintiff seeks an order requiring Defendant to make full restitution of all monies
26 wrongfully obtained and disgorge all ill-gotten revenues and/or profits, together
27 with interest thereupon.

28 79. Plaintiff also seeks attorneys’ fees and costs pursuant to, *inter alia*, Cal. Civ. Code

1 § 1021.5.

2 **A. “Unlawful” Prong**

3 80. Defendant has violated California’s False Advertising Law, Bus. & Prof. Code §
4 17500, *et seq.* and California’s Consumer Legal Remedies Act, Cal. Civ. Code §§
5 1770(a)(9), (20), (29). As such, Defendant violated the Unfair Competition Law
6 (“UCL”).

7 81. Defendant had other reasonably available alternatives to further its business
8 interests other than the unlawful conduct described herein.

9 82. Instead, Defendant deliberately adds a surcharge to the consumers’ final purchase.

10 83. The surcharge is specifically used to obfuscate the actual price consumers pay.

11 84. There is no lawful basis for the charge.

12 85. Plaintiff and the putative class members reserve the right to allege other violations
13 of law, which constitute other unlawful business acts or practices, as such conduct
14 is ongoing and continues to this date.

15 **B. “Unfair” Prong**

16 86. Defendant’s actions and representations constitute an “unfair” business act or
17 practice under Bus. & Prof. Code § 17200, *et seq.* in that Defendant’s conduct is
18 substantially injurious to consumers, offends public policy, and is immoral,
19 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs
20 any alleged benefits attributable to such conduct. Without limitation, it is unfair
21 for Defendant to knowingly represent to the consuming public that its prices are
22 advertised 3% lower than the consumer will be charged.

23 87. Defendant’s competitors do not similarly engage in such unfair and deceptive
24 tactics.

25 88. If allowed to continue, Defendant has no reason to ever show accurate prices on
26 its products. Defendant could simply continue increasing the percentage of
27 “surcharge” to increase its profit margins. This is done to the detriment of
28 consumers and other businesses which accurately label the prices for which their

1 products are sold.

2 89. Furthermore, Defendant’s unfair actions create bad public policy. It signals to its
3 competitors that they too should engage in hidden pricing. Soon, these actions
4 create a slippery slope whereby businesses are all engaged in hidden pricing and
5 consumers are left to decipher how much products actually cost.

6 **Class Action Allegations**

7 90. Plaintiff and the members of the Class have all suffered injury in fact as a result
8 of Defendant’s unlawful and misleading conduct.

9 91. The “Class Period” means four years prior to the filing of the Complaint in this
10 action.

11 92. Plaintiff brings this lawsuit individually and on behalf of other consumers
12 similarly situated under Fed. R. Civ. P. 23. Subject to additional information
13 obtained through further investigation and/or discovery, the proposed “Class”
14 consists of:

15 All consumers who purchased products at a retail store owned
16 by Defendant who were charged a “Living Wage Surcharge”
17 or “Surcharge” upon purchase of the product(s).

18 93. Excluded from the Class are Defendant and any of Defendant’s officers, directors,
19 and employees. Plaintiff reserves the right to modify or amend the Class definition
20 before the Court determines whether certification is appropriate.

21 94. **Ascertainability.** The members of the Class are readily ascertainable from
22 Defendant’s records as well as through public notice.

23 95. **Numerosity.** The members of the Class are so numerous that their individual
24 joinder is impracticable. Plaintiff is informed and believes, and on that basis
25 alleges, that the proposed class consists of thousands of members.

26 96. **Existence and Predominance of Common Questions of Law and Fact.** Common
27 questions of law and fact exist as to all members of the class and predominate over
28 any questions affecting only individual Class members. All members of the Class



1 have been subject to the same conduct and their claims are based on the
2 standardized marketing, advertisements, and promotions of Defendant. The
3 common legal and factual questions include, but are not limited to, the following:

- 4 • Whether Defendant’s advertised product prices are untrue, misleading, or
5 likely to deceive reasonable consumers;
- 6 • Whether Defendant acted intentionally in representing its items as priced
7 approximately 3% less than they actually cost;
- 8 • Whether Defendant, through its conduct, received money that, in equity and
9 good conscience, belongs to Plaintiff and members of the Class;
- 10 • Whether Plaintiff and proposed members of the Class are entitled to
11 equitable relief, including but not limited to restitution and/or
12 disgorgement; and
- 13 • Whether Plaintiff and proposed members of the Class are entitled to
14 injunctive relief sought herein.

15 97. **Typicality.** Plaintiff’s claims are typical of the claims of the members of the Class
16 in that Plaintiff is a member of the Class that Plaintiff seeks to represent. Plaintiff,
17 like members of the proposed Class, spent time shopping and purchased
18 Defendant’s products which included an unlawful surcharge upon checkout.
19 Plaintiff is advancing the same claims and legal theories individually and on behalf
20 of all absent members of the Class. Defendant has no defenses unique to Plaintiff.

21 98. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the
22 interests of the members of the Class. Plaintiff has retained counsel experienced
23 in consumer protection law, including class actions. Plaintiff has no adverse or
24 antagonistic interest to those in the Class and will fairly and adequately protect the
25 interests of the Class. Plaintiff’s attorneys are aware of no interests adverse or
26 antagonistic to those of Plaintiff and the proposed Class.

27 99. **Superiority.** Class action is superior to all other available means for the fair and
28 efficient adjudication of this controversy. Individualized litigation would create





1 the danger of inconsistent and/or contradictory judgments arising from the same
2 set of facts. Individualized litigation would also increase the delay and expense to
3 all parties and the court system. The damages or other financial detriment suffered
4 by individual Class members may be relatively small compared to the burden and
5 expense that would be entailed by individual litigation of the claims against
6 Defendant. The injury suffered by each individual member of the proposed class
7 is relatively small in comparison to the burden and expense of individual
8 prosecution of the complex and extensive litigation necessitated by Defendant's
9 conduct. It would be impractical for members of the proposed Class to
10 individually redress the wrongs to them. Even if the members of the proposed
11 Class could afford such litigation, the court system could not. Individualized
12 litigation increases the delay and expense to all parties, and to the court system,
13 presented by the complex legal and factual issues of the case. By contrast, the class
14 action device presents far fewer management difficulties and provides the benefits
15 of single adjudication, economy of scale, and comprehensive supervision by a
16 single court. Therefore, a class action is maintainable and superior pursuant to
17 Fed. R. Civ. P. 23.

18 100. Unless the Class is certified, Defendant will retain monies received as a result of
19 Defendant's unlawful and deceptive conduct alleged herein. Unless a class-wide
20 injunction is issued, Defendant will continue to add hidden surcharges to
21 consumers' bills, and members of the public will continue to be misled, while
22 members of the Class will continue to be harmed, and denied their rights.

23 101. Further, Defendant has acted or refused to act on grounds that are generally
24 applicable to the class, so that declaratory and injunctive relief is appropriate to
25 the Class as a whole, making certification appropriate pursuant to Fed. R. Civ. P.
26 23.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and the putative Class members the following relief against Defendant:

FIRST CAUSE OF ACTION

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT

CAL. CIV. CODE § 1750, *et seq.*

- Actual damages, statutory damages, injunctive relief, restitution, and punitive damages pursuant to Cal. Civ. Code § 1780(a);
- An award of costs and attorney’s fees pursuant to Cal. Civ. Code § 1780(e); and
- Any and all other relief that this Court deems necessary or appropriate;

SECOND CAUSE OF ACTION

VIOLATIONS OF THE FALSE ADVERTISING LAW

CAL. BUS. & PROF. CODE § 17500, *et seq.*

- Restitution and injunctive relief pursuant to Bus. & Prof. Code § 17203;
- Exemplary and/or punitive damages for intentional misrepresentations pursuant to, *inter alia*, Cal. Civ. Code § 3294; and
- Recovery of reasonable attorneys’ fees pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5;

THIRD CAUSE OF ACTION

VIOLATIONS OF THE UNFAIR COMPETITION LAW

CAL. BUS. & PROF. CODE § 17200, *et seq.*

- Restitution and injunctive relief pursuant to Bus. & Prof. Code § 17203;
- Exemplary and/or punitive damages for intentional misrepresentations pursuant to, *inter alia*, Cal. Civ. Code § 3294; and,
- Reasonable attorneys’ fees pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5.

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TRIAL BY JURY

102. Plaintiff is entitled to, and demand, a trial by jury on all issues so triable.

Dated: December 11, 2024

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/Ryan L. McBride
Ryan L. McBride, Esq.
Attorneys for Plaintiff

