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15 *Attorneys for Plaintiff and the Proposed Class*

16 UNITED STATES DISTRICT COURT  
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 RICHARD ROBBINS, individually and  
19 on behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 GENERALI GLOBAL ASSISTANCE,  
23 INC., a New York corporation, dba  
24 “CSA Travel Protection and Insurance  
25 Services”; and GENERALI U.S.  
26 BRANCH, a business entity of  
27 unknown form,

28 Defendants.

Case No.

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR;  
BREACH OF CONTRACT, TORTIOUS  
BREACH OF THE COVENANT OF  
GOOD FAITH AND FAIR DEALING;  
VIOLATION OF THE UNFAIR  
COMPETITION LAW (BUSINESS &  
PROFESSIONS CODE §17200, *ET SEQ.*);  
VIOLATION OF THE UNFAIR  
COMPETITION LAW (BUSINESS AND  
PROFESSIONS CODE  
§17500 *ET SEQ.*); DECLARATORY  
RELIEF**

**JURY TRIAL DEMANDED**

1 Plaintiff Richard Robbins (“Plaintiff”), by and through his counsel of record,  
2 Rosman & Germain LLP and Zimmerman Reed LLP, bring this Class Action Complaint  
3 on behalf of himself and all others similarly situated, and demand a trial by jury, for the  
4 acts and omissions arising out of Defendants’ failure and refusal to indemnify Plaintiff and  
5 all others similarly situated under the terms of Defendants’ travel insurance contracts for  
6 losses and damages sustained following the closures and travel restrictions imposed by  
7 various federal, state and local governments due to the Coronavirus Pandemic.

## 8 INTRODUCTION

9 1. On or about February 7, 2020, Plaintiff purchased from Defendants Generali  
10 Global Assistance, Inc., dba “CSA Travel Protection and Insurance Services” and Generali  
11 U.S. Branch (collectively, “Defendants”), travel protection and insurance policy number  
12 20038W2847 (the “Insurance Policy”) to insure against, among other things, trip  
13 cancellation, trip interruption and travel delays for a trip that Plaintiff intended to take to  
14 Deer Valley, Utah, between April 4, 2020 and April 12, 2020.

15 2. The Insurance Policy specifically provides coverage benefits for trip  
16 cancellation due to various stated occurrences, including “Being hijacked or Quarantined.”  
17 Moreover, the Insurance Policy states: “QUARANTINE means the enforced isolation of  
18 you or your Traveling Companion, for the purpose of preventing the spread of illness,  
19 disease or pests.”

20 3. On March 19, 2020, the state of California as well as the county of Los  
21 Angeles and numerous other federal, state and local jurisdictions ordered all citizens to  
22 stay at home and avoid non-essential travel (collectively, the “Civil Authority Orders”).  
23 Based upon the Civil Authority Orders, Plaintiff, a resident of Los Angeles County, was  
24 forced to cancel his trip. Shortly thereafter, Plaintiff filed a claim with Defendants seeking  
25 coverage under the Insurance Policy for his losses and damages.

26 4. On May 20, 2020, Plaintiff received written notice from Defendants denying  
27 Plaintiff’s claim for coverage in its entirety due to alleged exclusions.  
28

1 5. Plaintiff now seeks recovery under the terms of the Insurance Policy and  
2 alleges that Defendants are in breach of contract and have acted in bad faith by denying  
3 Plaintiff's claim for coverage. Plaintiff also seeks declaratory relief from the Court that his  
4 losses and damages resulting from the Civil Authority Orders are covered under the terms  
5 of the Insurance Policy. Moreover, by denying Plaintiff's claim for coverage, Defendants  
6 also violated the Unfair Competition Law, Business & Professions Code §17200 *et seq.*  
7 and Business & Professions Code §17500 *et seq.* ("UCL"), and duties established at  
8 common law barring breach of contract and tortious breach of the covenant of good faith  
9 and fair dealing. By their misconduct, Defendants have violated statutory and common law  
10 and retained ill-gotten gains at the expense of Plaintiff and the Class. Accordingly,  
11 Plaintiff and the Class are entitled to restitution, damages, equitable relief, and all other  
12 available remedies.

13 6. Because Defendants engaged in their misconduct with respect to the  
14 Insurance Policy in the same manner as to numerous other consumers, a class action is the  
15 superior means of resolving these issues for all affected consumers.

### 16 PARTIES

17 7. At all times relevant hereto, Plaintiff Richard Robbins was a citizen of the  
18 state of California and domiciled in the city Beverly Hills, county of Los Angeles.

19 8. Defendant Generali Global Assistance, Inc. is a New York corporation, doing  
20 business as "CSA Travel Protection and Insurance Services" which maintains its  
21 headquarters and principal place of business at 4340 East West Highway, Suite 1000,  
22 Bethesda, MD 20814 and is admitted by the California Department of Insurance to sell  
23 travel insurance under license number 2821931.

24 9. Defendant Generali U.S. Branch is a business entity of unknown form which  
25 maintains its headquarters and principal place of business at 250 Greenwich Street, 33<sup>rd</sup>  
26 Floor, New York, NY 10007, and is admitted by the California Department of Insurance to  
27 underwrite travel insurance.  
28

1 **JURISDICTION AND VENUE**

2 10. This Court has subject matter jurisdiction pursuant to the Class Action  
3 Fairness Act of 2005 (“CAFA”), 28 U.S.C. 1332(d). Plaintiff seeks to prosecute this class  
4 action on a nationwide basis, satisfying CAFA’s diversity requirement, because (a) at least  
5 one member of the putative class is a citizen of a state different from Defendants, (b) the  
6 amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and (c) none of  
7 the exceptions under that subsection apply to this action. 28 U.S.C. §1332(d)(2)(A).

8 11. The Court has personal jurisdiction over each of the Defendants because each  
9 Defendant transacts significant amounts of business in this state with consumers, including  
10 Plaintiff.

11 12. Venue is additionally proper because a substantial part of the events, conduct  
12 or omissions giving rise to the claims herein occurred in or emanated from this state and  
13 Defendants engaged in the complained-of transactions with Plaintiff in this District.

14 **FACTS COMMON TO ALL COUNTS**

15 **A. The Coronavirus Pandemic**

16 13. On March 11, 2020, the World Health Organization (“WHO”) declared the  
17 Coronavirus which causes a life threatening illness known as COVID-19 (the  
18 “Coronavirus”) a global pandemic, stating it was “deeply concerned by the alarming levels  
19 of spread and severity, and by the alarming levels of inaction” to prevent the Coronavirus  
20 from spreading any further.<sup>1</sup> That same day, the total number of confirmed Coronavirus  
21 cases in the United States surpassed 1,100.<sup>2</sup>

22 14. As of April 23, 2020, more than 2.5 million globally confirmed Coronavirus  
23 cases were reported to the WHO, with over 800,000 in the United States.<sup>3</sup>

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24  
25 <sup>1</sup> <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>

26  
27 <sup>2</sup> <https://www.nytimes.com/2020/03/10/world/coronavirus-news.html>

28 <sup>3</sup> <https://covid19.who.int/>

1           **B. Methods of Coronavirus Transmission**

2           15. While transmission of the Coronavirus is not yet fully understood, researchers  
3 have documented both human-to-human and surface-to-human transmission of the virus.<sup>4</sup>

4           16. Most commonly, Coronavirus is spread through aerosolized droplets from an  
5 infected person. Studies have found that Coronavirus can travel in aerosolized droplets up  
6 to 27 feet.<sup>5</sup>

7           17. However, indirect contact with surfaces or objects touched by an infected  
8 person can also lead to infection.<sup>6</sup> On March 27, 2020, the United States Centers for  
9 Disease Control and Prevention (“CDC”) issued a report on Coronavirus outbreaks on  
10 cruise ships and found that the Coronavirus was identified on a variety of surfaces up to 17  
11 days after cabins had been vacated.<sup>7</sup> Other studies from the New England Journal of  
12 Medicine have found that the Coronavirus lasts on surfaces at room temperature for up to  
13 3 days.<sup>8</sup>

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17 <sup>4</sup> See <https://www.nih.gov/news-events/news-releases/new-coronavirus-stable-hours-surfaces> (Coronavirus able to exist for hours on  
18 surfaces); see also <https://www.who.int/news-room/commentaries/detail/modes-of-transmission-of-virus-causing-covid-19-implications-for-ipc-precaution-recommendations> (Coronavirus  
19 spreads through aerosolized droplets expelled from humans)

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21  
22  
23 <sup>5</sup> <https://www.usatoday.com/story/news/health/2020/03/30/coronavirus-social-distancing-mit-researcher-lydia-bourouiba-27-feet/5091526002/>

24  
25  
26 <sup>6</sup> <https://www.journalofhospitalinfection.com/action/showPdf?pii=S0195-6701%2820>

27 <sup>7</sup> [https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm?s\\_cid=mm6912e3\\_w](https://www.cdc.gov/mmwr/volumes/69/wr/mm6912e3.htm?s_cid=mm6912e3_w)

28 <sup>8</sup> <https://www.nejm.org/doi/full/10.1056/NEJMc2004973>

1                   **C. Governmental Response to the Coronavirus**

2           18. The scientific community at large, including the WHO, has recognized that  
3 the “Coronavirus is a cause of real physical loss and damage.”

4           19. On March 16, 2020, the White House and Centers for Disease Control and  
5 Prevention (“CDC”) for the first time initiated a “30 Days to Slow the Spread” campaign  
6 to educate the public on the Coronavirus.<sup>9</sup> The campaign urged citizens to maintain  
7 adequate social distancing of at least 6 feet, *avoid discretionary travel*, and follow the  
8 directions of state and local authorities. It also urged citizens to self-isolate if they or  
9 anyone they reside with feels sick or tests positive for the Coronavirus.

10           20. On March 19, 2020, California Governor Gavin Newsome issued Executive  
11 Order N-33-20<sup>10</sup> which stated, in part: “To protect public health, I . . . order all individuals  
12 living in the State of California to stay home or at their place of residence except as needed  
13 to maintain continuity of operations of the federal critical infrastructure sectors.” Later that  
14 same day, Los Angeles Mayor Eric Garcetti issued a Public Order Under City of Los  
15 Angeles Emergency Authority<sup>11</sup> which ordered that “all persons living within the City of  
16 Los Angeles are hereby ordered to remain in their homes.” The Order further stated: “All  
17 travel, including, without limitation, travel on foot, bicycle, scooter. Motorcycle,  
18 automobile, or public transit is prohibited...” These Civil Authority Orders were based in  
19 part on the fact that the movement of people and commerce posed significant health and  
20 safety concerns to the community in light of the Coronavirus’ ability to transmit from  
21 person-to-person and surface-to-person.

22  
23 <sup>9</sup> [https://www.whitehouse.gov/wp-](https://www.whitehouse.gov/wp-content/uploads/2020/03/03.16.20_coronavirus-guidance_8.5x11_315PM.pdf)  
24 [content/uploads/2020/03/03.16.20 coronavirus-guidance 8.5x11 315PM.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/03/03.16.20_coronavirus-guidance_8.5x11_315PM.pdf)

25 <sup>10</sup> [https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf)  
26 [COVID-19-HEALTH-ORDER.pdf](https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf)

27 <sup>11</sup>[https://www.lamayor.org/sites/g/files/wph446/f/article/files/SAFER AT HOME ORDER202](https://www.lamayor.org/sites/g/files/wph446/f/article/files/SAFER_AT_HOME_ORDER2020.03.19.pdf)  
28 [0.03.19.pdf](https://www.lamayor.org/sites/g/files/wph446/f/article/files/SAFER_AT_HOME_ORDER2020.03.19.pdf)

1                   **D. Plaintiff’s Insurance Policy**

2           21. On or about February 7, 2020, Plaintiff purchased from Defendants Travel  
3 Protection and Insurance policy number 20038W2847 (the “Insurance Policy”) to insure  
4 against, among other things, Trip Cancellation, Trip Interruption and Travel Delays for a  
5 trip that he intended to take to Deer Valley, Utah, between April 4, 2020 and April 12,  
6 2020. The stated maximum insurance coverage limit provided by the Insurance Policy for  
7 Trip Cancellation is \$7,681.77.

8           22. The Insurance Policy states, in part: “Benefits will be paid, up to the amount  
9 in the Schedule, for the forfeiture, prepaid, non-refundable, non-refunded, and unused  
10 published Payments that you paid for your Trip. If you are prevented from taking your  
11 Trip due to one of the following unforeseeable Covered Events that occur before departure  
12 on your Trip to you or your Traveling Companion, while your coverage is in effect under  
13 this Policy.” Further, the Insurance Policy contains a long list of “Covered Events,”  
14 including: “4. Being hijacked or Quarantined.” Moreover, the Insurance Policy defines the  
15 term “Quarantine” as follows: “QUARANTINE means the enforced isolation of you or  
16 your Traveling Companion, for the purpose of preventing the spread of illness, disease or  
17 pests.”

18                   **E. Plaintiff Suffered an Unforeseeable Covered Event and Resulting Losses**  
19                   **due to the Coronavirus Pandemic**

20           23. As set forth above, on March 19, 2020 (more than 5 weeks after Plaintiff  
21 purchased the Insurance Policy), the state of California as well as the City of Los Angeles  
22 and numerous other federal, state and local jurisdictions ordered all citizens to stay at  
23 home and avoid non-essential travel. Based upon the Civil Authority Orders, which were  
24 unforeseeable to Plaintiff at the time he purchased the Insurance Policy, Plaintiff cancelled  
25 his trip to Deer Valley to be taken between April 4, 2020 and April 12, 2020.

26           24. Following cancellation of the trip, Plaintiff promptly submitted a claim to  
27 Defendants for Trip Cancellation Coverage under the Insurance Policy (Claim Number  
28 20034177-01). Specifically, Plaintiff notified Defendants that he was seeking the

1 Maximum Insurance Coverage Limit provided by the Insurance Policy for Trip  
2 Cancellation in the total amount of \$7,681.77.

3 25. On May 20, 2020, Plaintiff received a letter from Defendants denying  
4 coverage for the claim in its entirety. In the letter, Defendants stated, as follows:

5 Dear Richard Robbins:

6 CSA Travel Protection and Insurance Services represents Generali U.S. Branch as the administrator  
7 of the travel protection plan that was selected.

8 First, we sincerely hope that you and your loved ones are healthy and safe during this  
9 unprecedented time.

10 We have reviewed the information provided regarding your recent travel disruption.  
11 Unfortunately, the cause of loss is not due to an event that is covered by the plan you purchased.

12 Furthermore, the Coronavirus outbreak is considered a foreseeable event under any plans  
13 purchased on or after January 29, 2020. Therefore, you could be covered if you are diagnosed  
14 with Coronavirus, but foreseeable events such as becoming quarantined due to the Coronavirus  
15 will not be covered.

16 Additionally, the policy states "We will not pay for any loss under this Policy, caused by, or  
17 resulting from: . . . any issue or event that could have been reasonably foreseen or expected when  
18 you purchased the coverage."

19 As the reason for your cancellation does not meet the requirements of a listed, Covered Event  
20 and is subject to exclusion, no benefits are payable for your claim. Please refer to the Description  
21 of Coverage or Insurance Policy for further information.

22 However, due to the difficult circumstances, we wish to make an accommodation and provide you  
23 a voucher for the full amount of the insurance premium you paid to be applied to a future trip.

24 You do not need to call us, an email will be sent to the policyholder email address on file with all  
25 voucher information in the next few business days.

26 Additionally, our Global team is working around the clock in order to provide assistance and  
27 medical aid to customers. Please feel free to contact our customer service center at (888)  
28 501-3025 if you have any travel related concerns.

Thank you for giving us an opportunity to help you during this difficult time.

Should you feel your claim has been improperly denied or rejected, we want you to know you  
may contact the California Department of Insurance with your complaint and seek assistance  
from the governmental agency that regulates insurance. To contact the Department, write or call:  
California Department of Insurance, Claim Services Bureau, 300 South Spring Street, South Tower,



1 Los Angeles, CA 90013. The toll-free number is 1-800-927-HELP (4357)-within CA or  
2 1-213-897-8921-outside CA.

3 If you have any questions, please feel free to contact us by email at  
4 [claims@csatravelprotection.com](mailto:claims@csatravelprotection.com) or by FAX at (877) 300-8670. Please ensure the claim number is  
5 included with your response.

6 Sincerely,

7 Claims Department

### 8 **CLASS ACTION ALLEGATIONS**

9  
10 26. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23, on behalf of himself  
11 and the following Class, defined as follows:

12 All persons who purchased from Defendants or any affiliate or  
13 subsidiary entity a travel insurance policy with quarantine  
14 coverage and subsequently cancelled their trip due to Civil  
15 Authority Orders issued by federal, state and local authorities  
16 which ordered all citizens to stay at home and avoid non-  
essential travel as a result of the Coronavirus but have not  
received coverage from Defendants for losses incurred.

17 Specifically excluded from the Class are the Defendants and their employees, as well as  
18 this Court and all of its employees.

19 27. Numerosity: The members of the Class are so numerous that their individual  
20 joinder is impracticable. Plaintiff is informed and believes, and on that basis alleges, that  
21 the Class contain thousands of members. The precise number of members of the Class is  
22 unknown to Plaintiff. The true number of members of the Class is known by Defendants,  
23 however, and thus, may be notified of the pendency of this action by first class mail,  
24 electronic mail, and by published notice. Upon information and belief, members of the  
25 Class can be identified by the business records of Defendants.

26 28. Commonality and predominance: Pursuant to Federal Rules of Civil  
27 Procedure, Rule 23(a)(3) and Rule 23(b)(3), commonality and predominance are satisfied  
28 because there are questions of law and fact common to Plaintiff and the Class, which

1 predominate over any individual questions affecting only individual members. The  
2 common questions of law and fact include, but are not limited to:

- 3 a. Whether Defendants' conduct described herein constitutes breach of  
4 contract;
- 5 b. Whether Defendants' conduct described herein constitute tortious  
6 breach of the covenant of good faith and fair dealing;
- 7 c. Whether Defendants have been unjustly enriched as a result of their  
8 unlawful activities described herein;
- 9 d. Whether Defendants' misconduct described herein is an unlawful,  
10 unfair, or fraudulent business act or practice, in violation of Bus. &  
11 Prof. Code §17200, *et seq.*
- 12 e. Whether Defendants' misconduct described herein is an unfair,  
13 deceptive, untrue, or misleading advertisement, in violation of Bus. &  
14 Prof. Code §17500, *et seq.*;
- 15 f. Whether, prior to the publication of the CDC's "30 Days to Slow the  
16 Spread" campaign, it was foreseeable that quarantine orders would be  
17 issued;
- 18 g. Whether Defendants should provide restitution to Plaintiff and the  
19 Class;
- 20 h. Whether an injunction should issue prohibiting Defendants and their  
21 successors, agents, representatives, employees, and all persons who act  
22 in concert with any of them, from making untrue or misleading  
23 statements as described herein;
- 24 i. The amount and type of damages and other relief to be awarded to  
25 Plaintiff and the Class; and
- 26 j. Whether Plaintiff and the Class are entitled to restitution, statutory and  
27 other damages, civil penalties, punitive damages, and/or declaratory or  
28 injunctive relief.

1           29.   Typicality: Plaintiff’s claims are typical of the claims of the members of the  
2 Class. The factual and legal bases of Defendants’ liability to Plaintiff and other members  
3 of the Class are the same and resulted in similar injuries.

4           30.   Adequate Representation: Plaintiff will represent and protect the interests of  
5 the Class both fairly and adequately. He has retained counsel competent and experienced  
6 in complex class action litigation. Plaintiff has no interests that are antagonistic to those of  
7 the Class, and his interests do not conflict with the interests of the members of the Class he  
8 seeks to represent.

9           31.   Superiority: Class proceedings on these facts and this law are superior to all  
10 other available methods for the fair and efficient adjudication of this controversy, given  
11 that individual litigation would increase the delay and expense to all parties due to the  
12 complex factual and legal controversies present in this case. The class action device will  
13 present far fewer management difficulties, and it will provide the benefit of a single  
14 adjudication, economies of scale, and comprehensive supervision by this Court.

15           32.   A representative action under Bus. & Prof. Code §17200 *et seq.* and Bus. &  
16 Prof. Code §17500 *et seq.*, is also appropriate to secure restitution for all affected members  
17 of the Class and the general public and to obtain injunctive relief.

18           33.   Plaintiff is entitled to an award of attorney’s fees and costs in prosecuting this  
19 action against Defendants under Civil Code §1780(e). Plaintiff is also entitled to an award  
20 of attorney’s fees and costs pursuant to Code of Civil Procedure §1021.5, because: (a) a  
21 successful outcome in this action will result in the enforcement of important rights  
22 affecting the public interest; (b) This action will result in the cessation of business  
23 practices which are unlawful, unfair, or fraudulent business acts or practices, and will  
24 result in restitution and/or disgorgement of monies which Defendants should not equitably  
25 retain, thereby providing significant benefit to the Class and the general public; and/or (c)  
26 Such fees should not, in the interest of justice, be paid out of any recovery.

27 /////  
28 /////  
29

**INJURY**

34. By reason of the above-described conduct and bad faith, Defendants caused actual harm, injury-in-fact, and loss of money to Plaintiff and all other members of the Class. Plaintiff was injured in the following ways:

- a. Plaintiff paid Defendants \$472.43 for the Insurance Policy to insure against, among other things, trip cancellation, trip interruption and travel delays for a trip that Plaintiff intended to take to Deer Valley, Utah, between April 4, 2020 and April 12, 2020.
- b. All other members of the Class also paid significant sums to Defendants for Travel Protection Insurance;
- c. As a result of the Civil Authority Orders which ordered all citizens to stay at home and avoid non-essential travel due to the Coronavirus, Plaintiff and all other members of the Class did not travel resulting in losses and damages; and
- d. Plaintiff and all members of the Class have each been deprived of money and other benefits afforded by the terms of the travel insurance policies issued by Defendants, including the use of their money and interest, requiring compensation and restitution.

**FIRST BASIS FOR RELIEF**

**(Breach of Contract Against All Defendants)**

35. Plaintiff realleges paragraphs 1 through 34, inclusive, as though set forth in full.

36. At all relevant times, Plaintiff had in full force and effect the Insurance Policy. The Insurance Policy insures against, among other things, trip cancellation, trip interruption and travel delays for a trip that Plaintiff intended to take to Deer Valley, Utah, between April 4, 2020 and April 12, 2020. The stated Maximum Insurance Coverage Limit provided by the Insurance Policy for Trip Cancellation is \$7,681.77.

1           37. The Insurance Policy was sold, issued and underwritten by Defendants and is  
2 applicable for any covered loss for travel between April 4, 2020 and April 12, 2020.  
3 Plaintiff is the named insured on the Insurance Policy and is entitled to its benefit.

4           38. Each member of the Class also procured travel insurance policies sold, issued  
5 and underwritten by Defendants insuring against, among other things, trip cancellation,  
6 trip interruption and travel delays for trips and is applicable for any covered loss for travel  
7 during the stated period. Each member of the Class is a named insured on such travel  
8 insurance policy and is entitled to its benefits.

9           39. Defendants, and each of them, breached the terms of the Insurance Policy and  
10 similar travel insurance policies purchased by each member of the Class by failing and  
11 refusing to perform their contractual duties to pay all losses as set forth above.

12           40. Plaintiff and each member of the Class have performed all conditions,  
13 covenants and promises required to be performed pursuant to the terms of the Insurance  
14 Policy and similar travel insurance policies purchased by each member of the Class which  
15 were sold, issued and underwritten by Defendants, including the payment of all premiums  
16 due, except as excused or prevented by Defendants' conduct.

17           41. Plaintiff and each member of the Class were subject to the Civil Authority  
18 Orders and required to quarantine during the time they were scheduled to travel as covered  
19 by the Insurance Policy and similar travel insurance policies purchased by each member of  
20 the Class.

21           42. Defendants improperly denied coverage and failed to provide the benefits  
22 required under the Insurance policy and similar travel insurance policies purchased by  
23 each member of the Class.

24           43. As a direct result of Defendants' conduct as alleged above, Plaintiff and each  
25 member of the Class have been deprived of the benefits of the insurance coverage for  
26 which they paid substantial premiums. As a direct, proximate and reasonably foreseeable  
27 result of Defendants' breaches of contract, Plaintiff and the Class have been damaged in an  
28 amount in excess of \$5,000,000, to be determined according to proof at the time of trial.

1 **SECOND BASIS FOR RELIEF**

2 **(Tortious Breach of the Covenant of Good Faith and Fair Dealing**  
3 **Against All Defendants)**

4 44. Plaintiff realleges paragraphs 1 through 34, inclusive, as though set forth in  
5 full.

6 45. Implied in every contract of insurance is a covenant of good faith and fair  
7 dealing that neither party will do anything which will injure the right of the other to  
8 receive the benefits of the agreement. An insurer is said to act in “bad faith” when it  
9 breaches its duty to deal fairly and in good faith with its insured.

10 46. In breach of the covenant of good faith and fair dealing, Defendants acted in  
11 an unreasonable or imprudent manner in discharging their obligations under the Insurance  
12 Policy and similar travel insurance policies purchased by each member of the Class which  
13 were sold, issued and underwritten by Defendants, by, among other things, (1) failing and  
14 refusing to timely, fully and adequately investigate the claim of Plaintiff and each member  
15 of the Class for coverage, (2) failing and refusing to timely, fully and adequately inquire  
16 into possible bases that might support the claim for coverage by Plaintiff and each member  
17 of the Class, and (3) failing and refusing to pay all amounts due in according with the  
18 terms of the Insurance Policy and similar travel insurance policies purchased by each  
19 member of the Class. Specifically, Defendants claimed that after January 29, 2020,  
20 quarantine was reasonably foreseeable, despite the CDC recommending against travel for  
21 the first time on March 16, 2020.

22 47. As a direct result of Defendants’ conduct as alleged above, Plaintiff and each  
23 member of the Class have been damaged in an amount in excess of \$5,000,000, to be  
24 determined according to proof at the time of trial.

25 48. In committing the acts described herein, Defendants acted in conscious  
26 disregard of the rights of Plaintiff and each member of the Class and is guilty of malice,  
27 oppression and/or fraud. The conduct of Defendants warrants an assessment of punitive  
28

1 damages in an amount appropriate to punish Defendants, and each of them, and deter them  
2 from engaging in similar conduct in the future.

3 **THIRD BASIS FOR RELIEF**

4 (Violations of Business and Professions Code § 17200—Unfair Competition)

5 49. Plaintiff realleges paragraph 1 through 34, 36 through 43, and 45 through 48,  
6 inclusive, as though set forth in full.

7 50. California Business and Professions Code §17200 et seq. prohibits acts of  
8 “unfair competition,” which is defined by Business and Professions Code §17200 as  
9 including “any unlawful, unfair or fraudulent business act or practice...”

10 51. Defendants’ conduct as described above, constitutes “unfair” and “unlawful”  
11 business acts and practices.

12 Defendants have violated and continue to violate Business and Professions Code  
13 §17200’s prohibition against engaging in “unfair” and “unlawful” business acts or  
14 practices, by, *inter alia*, breach of contract as well as tortious breach of the covenant of  
15 good faith and fair dealing and otherwise acting in bad faith by denying the claims for  
16 coverage by Plaintiff and each member of the Class as alleged above.

17 52. Defendants conduct does not benefit competition or consumers. Indeed, the  
18 injury to competition and consumers is substantial, which was not outweighed by the  
19 utility of Defendants’ conduct.

20 53. Plaintiff and each member of the Class could not have reasonably avoided the  
21 injury each of them suffered.

22 54. The gravity of the consequences of Defendants’ conduct, as described above,  
23 outweighs any justification, motive or reason therefore and is immoral, unethical,  
24 oppressive, unscrupulous, and offends established public policy. Defendants’ conduct  
25 results in an unfair advantage that significantly harms competition in the insurance  
26 marketplace.

27 55. Plaintiff and each member of the Class suffered injury in fact and lost money  
28 in the form of premiums paid to Defendants.

1 56. By reason of the foregoing, Plaintiff and each member of the Class are  
2 entitled to recover from Defendants restitution of monies paid, injunctive relief,  
3 declaratory relief, the cost of bringing this action (including reasonable attorney's fees and  
4 costs), and any other relief allowed by law and deemed just and equitable under the  
5 circumstances.

6 57. By this action, Plaintiff and each member of the Class request that Defendants  
7 be ordered to make restitution of any money, property, goods or services that may have  
8 been acquired through their violation of Business & Professions Code §17200 as alleged  
9 herein.

10 58. Pursuant to Code of Civil Procedure § 1021.5 of the Code of Civil Procedure  
11 and the Court's inherent equitable power, Plaintiff and each member of the Class seek  
12 recovery of their costs of suit and reasonable attorney's fees.

13 **FOURTH BASIS FOR RELIEF**

14 (Violations of Business and Professions Code § 17500—False and Misleading  
15 Statements)

16 59. Plaintiff realleges paragraph 1 through 34, 36 through 43, 45 through 48, and  
17 50 through 58, inclusive, as though set forth in full.

18 60. With intent directly or indirectly to dispose of personal property and to  
19 perform services and to induce the public to enter into obligations thereto, Defendants  
20 caused to be made and disseminated before the public in California statements concerning  
21 such personal property and services that were untrue and misleading, and which by the  
22 exercise of reasonable care should be known to be untrue and misleading. That is,  
23 Defendants advertised their untrue and misleading offer, among other ways, on websites  
24 and on the internet directed at consumers.

25 61. Members of the public, as reasonable consumers, were likely to be deceived  
26 by Defendants' statements made to the public. The statements were not mere puffery.  
27 Defendants are insurers registered to provide insurance in California and elsewhere and are  
28 generally expected by the general consuming public to stand behind their products,



1 services and promises. Plaintiff and each member of the Class were damaged by  
2 Defendants' misrepresentations and false statements.

3 62. By reason of the foregoing, Plaintiff and each member of the Class are  
4 entitled to recover from Defendants restitution of monies paid, injunctive relief,  
5 declaratory relief, the cost of bringing this action (including reasonable attorney's fees and  
6 costs), and any other relief allowed by law and deemed just and equitable under the  
7 circumstances.

8 63. By this action, Plaintiff and each member of the Class request that Defendants  
9 be ordered to make restitution of any money, property, goods or services that may have  
10 been acquired through their violation of Business & Professions Code § 17500 as alleged  
11 herein.

12 64. Pursuant to Code of Civil Procedure § 1021.5 of the Code of Civil Procedure  
13 and the Court's inherent equitable power, Plaintiff and each member of the Class seek  
14 recovery of their costs of suit and reasonable attorney's fees.

15 **FIFTH BASIS FOR RELIEF**

16 **(Declaratory Relief Against All Defendants)**

17 65. Plaintiff realleges paragraph 1 through 34, inclusive, as though set forth in  
18 full.

19 66. The Insurance Policy and similar travel insurance policies purchased by each  
20 member of the Class are contracts under which Plaintiff and each member of the Class  
21 paid premiums in exchange for Defendants' promise to indemnify Plaintiff and each  
22 Member of the Class in the event of a covered loss. Plaintiff and each Member of the Class  
23 have complied with all applicable provisions of the Insurance Policy and similar travel  
24 insurance policies purchased by each member of the Class, yet Defendants refuse to fulfill  
25 their contractual obligation to indemnify Plaintiff and each member of the Class for losses  
26 sustained as a result of the cancellation of their trips due to the Civil Authority Orders.

27 67. A case or controversy exists between Plaintiff and each member of the Class,  
28 on the one hand, and Defendants, on the other hand, with respect to the right of Plaintiff

1 and each member of the Class to recover losses for the cancellation of their trips and  
2 Defendants' duty to indemnify pursuant thereto. Plaintiff and each member of the Class  
3 paid all premiums due for the Insurance Policy and similar travel insurance policies  
4 purchased by each member of the Class. Plaintiff and each member of the Class did not  
5 travel on the specified dates due to Civil Authority Orders which required Plaintiff and  
6 each member of the Class to quarantine during the time Plaintiff and each member of the  
7 Class were scheduled to travel. Defendants denied the claims of Plaintiff and each Member  
8 of the Class for such losses.

9 68. A judicial determination is necessary and appropriate at this time under the  
10 circumstances in order that Plaintiff and each member of the Class, on the one hand, and  
11 Defendants, on the other hand, may ascertain their respective rights and duties with respect  
12 to the losses and damages at issue.

13 **PRAYER FOR RELIEF**

14 **THEREFORE**, Plaintiff prays for judgment against Defendants, and each of them,  
15 as follows:

- 16 A. An Order certifying this case as a class action pursuant to Fed. R. Civ. P.
- 17 23(b)(2), (b)(3) and/or (c)(4);
- 18 B. For compensatory damages in an amount to be proven at trial;
- 19 C. For restitution pursuant to Business & Professions Code §§ 17200 and 17500;
- 20 D. For statutory, treble and/or punitive damages to the extent permitted by law;
- 21 E. For an injunction prohibiting Defendants and their successors, agents,
- 22 representatives, employees, and all persons who act in concert with any of
- 23 them, from making untrue or misleading statements as described herein;
- 24 F. For reasonable attorney's fees and costs of suit pursuant to Code of Civil
- 25 Procedure §1021.5 and Civil Code §1780(e) and the Court's inherent
- 26 equitable power; and

27 /////

28 /////

1 G. For such other and further relief as the Court deems just and proper.  
2

3 ROSMAN & GERMAIN LLP  
4

5 Dated: June 2, 2020

/s/ Daniel L. Germain

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*Attorneys for Plaintiff and the Proposed  
Class*

1 **JURY TRIAL DEMANDED**

2  
3 Plaintiff hereby demands a trial by jury.

4  
5 ROSMAN & GERMAIN LLP

6  
7 Dated: June 2, 2020

/s/ Daniel L. Germain

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