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SAN LUIS OBISPO SUPERIOR COURT
BY *[Signature]*
M. Zapata, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

11 SANDRA WARNOCK, individually and on) Case No. 19CV-0539
12 behalf of all others similarly situated,)
13 Plaintiff,) **CLASS ACTION**
14) **COMPLAINT FOR VIOLATIONS OF:**
15 vs.)
16 PEOPLECONNECT INC. d/b/a Intelius, and) 1. VIOLATIONS OF CALIFORNIA
17 DOES 1-10,) BUSINESS AND PROFESSIONS
18 Defendant(s).) CODE § 17200, ET. SEQ
19) 2. VIOLATIONS OF CALIFORNIA
20) BUSINESS AND PROFESSIONS
21) CODE § 17500, ET. SEQ
22) 3. VIOLATIONS OF THE
23) CONSUMER LEGAL
24) REMEDIES ACT, CAL. CIV. C.
25) § 1750, ET. SEQ.

) **DEMAND FOR JURY TRIAL**
26)
27)
28)
29)

Plaintiff Sandra Warnock (“Plaintiff”), on behalf of herself and all others similarly situated, alleges the following against Defendant PeopleConnect Inc. d/b/a Intelius upon information and belief based upon personal knowledge:

INTRODUCTION

1. Plaintiff's Class Action Complaint is brought pursuant to the Unfair Competition Law, Cal. Bus. & Prof. C. § 17200 et. seq. ("UCL"), False Advertising Law, Cal. Bus. & Prof. C. § 17500 et. seq. ("FAL"), and Consumer Legal Remedies Act, Cal. Civ. C. § 1750 et. seq. ("CLRA") arising out of Defendant's unlawful and fraudulent practices in not properly disclosing its auto-renewal policy on its Intelius.com website, which additionally violates the California Automatic Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600, et seq. ("CAPRS").

2. Plaintiff, individually, and on behalf of all others similarly situated, brings this Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the illegal actions of Defendant charging Plaintiff's and also the Class members for its auto-renewal policy which is not clearly and conspicuously disclosed on its website when inducing consumers to make purchases. Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by her attorneys.

3. Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by her attorneys.

JURISDICTION AND VENUE

4. This class action is brought pursuant to California Code of Civil Procedure (“CCP”) section 382. All claims in this matter arise exclusively under California law.

5. This matter is properly venue in the Superior Court of San Luis Obispo County, in that Plaintiff purchased the “search” (“Product”) from Defendant online while residing in California and Defendant is headquartered in Long Beach, California which is within this County.

PARTIES

6. Plaintiff, Sandra Warnock (“Plaintiff”), is a natural person residing in San Luis Obispo County in the state of California, and is a “person” as defined by Cal. Bus. & Prof. Code § 17201.

1 7. At all relevant times herein, Defendant, PeopleConnect Inc, d/b/a Intelius
2 (“Defendant”), was a California company engaged in the business of selling background
3 searches in California.

4 8. The above named Defendant, and its subsidiaries and agents, are collectively
5 referred to as "Defendants." The true names and capacities of the Defendants sued herein as
6 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore
7 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE
8 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
9 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
10 identities become known.

11 9. Plaintiff is informed and believes that at all relevant times, each and every
12 Defendant was acting as an agent and/or employee of each of the other Defendants and was
13 acting within the course and scope of said agency and/or employment with the full knowledge
14 and consent of each of the other Defendants. Plaintiff is informed and believes that each of the
15 acts and/or omissions complained of herein was made known to, and ratified by, each of the
16 other Defendants.

FACTUAL ALLEGATIONS

18 10. In or around October of 2018, Plaintiff visited Defendant's website Intelius.com
19 and purchased a Class Product from Defendant.

20 11. In purchasing the Class Product, Defendant represented to Plaintiff in bold and
21 distinct language that the Class Product would cost \$0.95.

22 12. Based on this representation, Plaintiff agreed to purchase the Class Product and
23 provided her credit card and other personal information.

24 13. In reality, elsewhere in a substantially smaller font and in a neither clear nor
25 conspicuous spot, Defendant indicated that the transaction would result in Plaintiff being entered
26 into a recurring automatic subscription costing \$29.95 per month.

27 14. Attached immediately below is a screenshot example of how Defendant
28 presented the information to Plaintiff and other consumers when they purchased the Product:

1 Choose Your Report

[» Compare reports](#)

MOST POPULAR!	
<input checked="" type="radio"/> People Search	\$0.95* value of \$3.95
Includes, if available, full name, age & DOB, addresses, phone number, relatives, employment & education.	
View Sample	
<input type="radio"/> People Search Plus	\$6.95* value of \$9.95
Includes, if available, People Search report, Plus social networks, and email addresses.	
<input type="radio"/> Background Check	\$39.95* value of \$49.95
Includes, if available, People Search Plus report, Plus criminal check, liens, bankruptcies, judgments, lawsuits, marriage & divorce. Disclaimer	

* Special Price with Intelius Premier Plus Offer [Learn More](#)

Your Search History Is Anonymous
Rest assured you will NOT be notified.

 

2 Secure Checkout  [Sign In](#)

Create your Intelius account:

EMAIL ADDRESS (FOR REPORT ACCESS)

PASSWORD

CONFIRM PASSWORD

CARD NUMBER



NAME ON CARD

CVV CODE

EXPIRATION DATE

Exp Month

Exp Year

BILLING ZIP

Yes, I agree to the [Terms of Service](#) and [Privacy Policy](#). I understand that Intelius is not a consumer reporting agency and agree that I will not use Intelius to determine an individual's eligibility for credit, insurance, employment, housing or any other purpose covered by the [Fair Credit Reporting Act](#). I agree that my 7-day trial of the Intelius Premier Plus membership starts when I complete this purchase, and then converts to a paid membership after 7 days, unless I cancel. If I cancel within 7 days and have not yet used the background check voucher, I will be charged an additional \$7.95. If I use the background check voucher during the 7-day trial, my paid membership will begin immediately upon voucher use. Once my paid membership starts, it will automatically renew for the same term each time it reaches its expiration date, unless I cancel. I will pay \$29.95 for each renewal term. I can cancel my membership anytime by accessing my account online or by calling (888) 445-2727, and my benefits will continue through the then-current term. I agree that there are no refunds or credits and that tax will be added where applicable.

Today's total \$0.95

 **SECURE CHECKOUT**
We value your privacy

[View My Report Now](#) 

15. Plaintiff was charged the \$29.95 renewal fee by Defendant after having the Product be represented as costing \$0.95 and agreeing to purchase it based on that representation.

16. After being charged the renewal fee, Plaintiff attempted to contact Defendant by the phone number listed on the renewal charge, however the phone number was disconnected. Plaintiff additionally called Defendant on its customer service line, however was unable to reach anyone to cancel or refund the charge.

17. Had Defendant clearly and conspicuously advertised that its \$0.95 search actually cost \$29.95 per month, Plaintiff would not have purchased Defendant's search.

18. Furthermore, Plaintiff did not discover, nor could she have discovered, the true

1 nature of the Product until after Plaintiff's purchase and Defendant's subsequent automatic
2 renewal charge.

3 19. Plaintiff relied on the fact that the Product would cost \$0.95 as prominently
4 advertised.

5 20. Knowledge of the true price of Defendant's Product would have impacted
6 Plaintiff's decision to purchase the search from Defendant. Plaintiff would have found it
7 important to her purchase decision to know exactly what she was purchasing.

8 21. Plaintiff felt ripped off and cheated by Defendant entering into an automatic
9 renewal plan. Plaintiff believes that Defendant will continue its action of duping consumers
10 into purchasing Products for incredibly low prices when in reality it enters them into expensive
11 auto renewal plans that are not clearly or conspicuously disclosed unless Defendant's practices
12 are halted by way of an injunction.

13 22. As a result of Defendant's fraudulent practices, described herein, Plaintiff has
14 suffered emotional distress, wasted time, loss of money, and anxiety.

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

17 24. In purchasing the Product, Plaintiff relied upon Defendant's representations.

18 25. Plaintiff alleges such activity to be in violation of California's Automatic
19 Purchase Renewal Statute Cal. Bus. & Prof. Code § 17600, et seq. ("CAPRS"), and its
20 surrounding regulations.

21 26. At all times relevant, Defendant made and continues to make automatic renewal
22 offers and continuous service offers, as those terms are defined by Cal. Bus. & Prof. Code §
23 17600, et seq. ("California's Automatic Purchase Renewal Statute") to Plaintiff and other
24 consumers similarly situated.

25 27. At the time Plaintiff purchased the Product, Defendant failed to present
26 Defendant's automatic renewal offer terms or continuous service offer terms in a clear and
27 conspicuous manner, as defined by California's Automatic Purchase Renewal Statute, before
28 the subscription or purchasing agreement was fulfilled, and in visual or temporal proximity to

Defendant's request for consent to the offer.

28. At the time Plaintiff subscribed to Defendant's services, Plaintiff was subjected to Defendant's unlawful policies and/or practices, as set forth herein, in violation of Cal. Bus. & Prof. Code § 17600, et seq.

29. The material circumstances surrounding this experience by Plaintiff were the same, or nearly the same, as the other class members Plaintiff proposes to represent, and Plaintiff and all putative class members were required to pay, and did pay, money for the Products marketed and sold by Defendant.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action, on behalf of herself and all others similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

31. Plaintiff brings this action on behalf of herself and all others similarly situated, as a member of the Class defined as follows:

All persons in California who purchased a Product from Defendant and were entered into and charged an automatic renewal by Defendant within the four years prior to the filing of this Complaint.

32. Plaintiff represents, and is a member of The Class, consisting of all persons in California who purchased a Product from Defendant and were entered into and charged an automatic renewal by Defendant within the four years prior to the filing of this Complaint.

33. Defendant, its employees and agents are excluded from The Class. Plaintiff does not know the number of members in The Class, but believes the Class members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

34. The Class is so numerous that the individual joinder of all of their members is impractical. While the exact number and identities of The Class members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and believes and thereon alleges that The Class includes thousands of members.

1 Plaintiff alleges that The Class members may be ascertained by the records maintained by
2 Defendant.

3 35. There are questions of law and fact common to the Class affecting the parties to
4 be represented. The questions of law and fact to the Class predominate over questions which
5 may affect individual Class members and include, but are not necessarily limited to, the
6 following:

- 7 (a) Whether Defendant failed to provide clear and conspicuous notice to
8 Plaintiff and Class Members regarding the terms of its Product's auto
9 renewal costs;
- 10 (b) Whether Defendant engaged in unlawful, unfair, or deceptive business
11 practices in selling Products to Plaintiff and other Class Members;
- 12 (c) Whether Defendant made misrepresentations with respect to the
13 Products sold to consumers;
- 14 (d) Whether Defendant profited from the sale of the wrongly advertised
15 Products;
- 16 (e) Whether Defendant violated California Bus. & Prof. Code § 17200, et
17 seq., California Bus. & Prof. Code § 17500, et seq., and Cal. Civ. C.
18 §1750 et seq.;
- 19 (f) Whether Plaintiff and Class Members are entitled to equitable and/or
20 injunctive relief;
- 21 (g) Whether Defendant's unlawful, unfair, and/or deceptive practices
22 harmed Plaintiff and Class Members; and
- 23 (h) The method of calculation and extent of damages for Plaintiff and Class
24 Members.

25 36. As someone who was charged for an automatic renewal by Defendant after failing
26 to disclose the terms clearly and conspicuously, Plaintiff is asserting claims that are typical of
27 The Class.

1 37. Plaintiff will fairly and adequately protect the interests of the members of The
2 Class. Plaintiff has retained attorneys experienced in the prosecution of class actions.

3 38. A class action is superior to other available methods of fair and efficient
4 adjudication of this controversy, since individual litigation of the claims of all Classes members
5 is impracticable. Even if every Class member could afford individual litigation, the court system
6 could not. It would be unduly burdensome to the courts in which individual litigation of
7 numerous issues would proceed. Individualized litigation would also present the potential for
8 varying, inconsistent, or contradictory judgments and would magnify the delay and expense to
9 all parties and to the court system resulting from multiple trials of the same complex factual
10 issues. By contrast, the conduct of this action as a class action presents fewer management
11 difficulties, conserves the resources of the parties and of the court system, and protects the rights
12 of each Class member.

13 39. The prosecution of separate actions by individual Class members would create a
14 risk of adjudications with respect to them that would, as a practical matter, be dispositive of the
15 interests of the other Class members not parties to such adjudications or that would substantially
16 impair or impede the ability of such non-party Class members to protect their interests.

17 40. Defendant has acted or refused to act in respects generally applicable to The Class,
18 thereby making appropriate final and injunctive relief with regard to the members of the Class as
19 a whole.

20 41. Plaintiff seeks the remedy of public injunctive relief against Defendant to prevent
21 Defendant from further falsely advertising its Products to the public of California.

FIRST CAUSE OF ACTION

Violation of the California False Advertising Act

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

25 42. Plaintiff incorporates by reference each allegation set forth above as fully set forth
26 herein.

27 43. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is
28 unlawful to engage in advertising “which is untrue or misleading, and which is known, or which

1 by the exercise of reasonable care should be known, to be untrue or misleading . . . [or] to so
2 make or disseminate or cause to be so made or disseminated any such statement as part of a
3 plan or scheme with the intent not to sell that personal property or those services, professional
4 or otherwise, so advertised at the price stated therein, or as so advertised."

5 44. California Business and Professions Code section 17500, *et seq.*'s prohibition
6 against false advertising extends to the use of false or misleading written statements.

7 45. Defendant misled consumers by making misrepresentations and untrue statements
8 about the Products, namely, Defendant represents its price as a certain amount when in reality
9 it would result in entering into an expensive and not clearly nor conspicuously disclosed auto
10 renewal plan, and made false representations to Plaintiff and other putative class members in
11 order to solicit these transactions.

12 46. Defendant knew that its representations and omissions were untrue and misleading,
13 and deliberately made the aforementioned representations and omissions in order to deceive
14 reasonable consumers like Plaintiff and other Class Members.

15 47. As a direct and proximate result of Defendant's misleading and false advertising,
16 Plaintiff and the other Class Members have suffered injury in fact and have lost money,
17 property, time, and attention. Plaintiff reasonably relied upon Defendant's representations
18 regarding the Products. In reasonable reliance on Defendant's false advertisements, Plaintiff
19 and other Class Members purchased the Products. In turn Plaintiff and other Class Members
20 ended up with Products that resulted in them being charged automatic renewal fees, and
21 therefore Plaintiff and other Class Members have suffered injury in fact.

22 48. Plaintiff alleges that these false and misleading representations made by Defendant
23 constitute a "scheme with the intent not to sell that personal property or those services,
24 professional or otherwise, so advertised at the price stated therein, or as so advertised."

25 49. The misleading and false advertising described herein presents a continuing threat
26 to Plaintiff and the Class Members in that Defendant persists and continues to engage in these
27 practices, and will not cease doing so unless and until forced to do so by this Court. Defendant's

1 conduct will continue to cause irreparable injury to consumers unless enjoined or restrained.
2 Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease
3 its false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members
4 of Defendant's revenues associated with its false advertising, or such portion of those revenues
5 as the Court may find equitable.

6 **SECOND CAUSE OF ACTION**

7 **Violation of Unfair Business Practices Act**
8 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

9 50. Plaintiff incorporates by reference each allegation set forth above as fully set forth
10 herein.

11 51. Actions for relief under the unfair competition law may be based on any business
12 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
13 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
14 to provide evidence of a causal connection between a defendants' business practices and the
15 alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause
16 substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct
17 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
18 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

20 **UNFAIR**

21 52. California Business & Professions Code § 17200 prohibits any "unfair . . . business
22 act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged
23 herein also constitute "unfair" business acts and practices within the meaning of the UCL in
24 that its conduct is substantially injurious to consumers, offends public policy, and is immoral,
25 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged
26 benefits attributable to such conduct. There were reasonably available alternatives to further
27 Defendant's legitimate business interests, other than the conduct described herein. Plaintiff
28 reserves the right to allege further conduct which constitutes other unfair business acts or

1 practices. Such conduct is ongoing and continues to this date.

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

5 54. Here, Defendant’s conduct has caused and continues to cause substantial injury to
6 Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury in
7 fact due to Defendant’s decision to sell them falsely described Products. Thus, Defendant’s
8 conduct has caused substantial injury to Plaintiff and the members of the Class.

9 55. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant while
10 providing no benefit of any kind to any consumer. Such deception utilized by Defendant
11 convinced Plaintiff and members of the Class that the Products were of a certain price in order
12 to induce them to spend money on said Products. In fact, knowing that Products would actually
13 enter the purchasers into an expensive automatic renewal plan, Defendant unfairly profited
14 from their sale. Thus, the injury suffered by Plaintiff and the members of the Class is not
15 outweighed by any countervailing benefits to consumers.

16 56. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
17 that these consumers could reasonably have avoided. After Defendant falsely represented the
18 Products, Plaintiff and Class members suffered injury in fact due to Defendant’s sale of
19 Products to them. Defendant failed to take reasonable steps to inform Plaintiff and Class
20 members that the Products would result in an automatic renewal plan by failing to clearly and
21 conspicuously provide such information. As such, Defendant took advantage of Defendant’s
22 position of perceived power in order to deceive Plaintiff and the Class members to purchase
23 Products. Therefore, the injury suffered by Plaintiff and members of the Class is not an injury
24 which these consumers could reasonably have avoided.

25 57. Thus, Defendant’s conduct has violated the “unfair” prong of California Business
26 & Professions Code § 17200.

27

FRAUDULENT

58. California Business & Professions Code § 17200 prohibits any “fraudulent ... business act or practice.” In order to prevail under the “fraudulent” prong of the UCL, a consumer must allege that the fraudulent business practice was likely to deceive members of the public.

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

60. Here, not only were Plaintiff and the Class members likely to be deceived, but these consumers were actually deceived by Defendant. Such deception is evidenced by the fact that Plaintiff agreed to purchase Products under the basic assumption that they were of a certain price, when in reality Defendant charged an expensive automatic renewal plan that was not clearly and conspicuously disclosed. Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that Defendant's fraudulent business practice would deceive other members of the public.

61. As explained above, Defendant deceived Plaintiff and other Class Members by representing the Products as being a certain price when in reality they resulted in an expensive automatic renewal program, and thus falsely represented the Products.

62. Thus, Defendant's conduct has violated the "fraudulent" prong of California Business & Professions Code § 17200.

UNLAWFUL

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

64. As explained above, Defendant deceived Plaintiff and other Class Members by representing the Products as being of a price different from what they actually were.

65. Defendant used false advertising, marketing, and misrepresentations to induce

Plaintiff and Class Members to purchase the Products, in violation of California Business and Professions Code Section 17500, et seq.. Had Defendant not falsely advertised, marketed, or misrepresented the Products, Plaintiff and Class Members would not have purchased the Products. Defendant's conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members.

66. Defendant additionally violated the CLRA, makings its practice unlawful.

67. Additionally, Cal. Bus. & Prof. C. § 17602(a) makes it unlawful for a business to make an automatic renewal offer to a consumer that “(1) [f]ail[s] to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity” with clear and conspicuous meaning “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.”

68. Defendant failed to present its auto renewal language in clear and conspicuous language and thus committed an unlawful act under the UCL.

69. This practice of making these representations by Defendant is therefore an “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

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

THIRD CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

(Cal. Civ. Code § 1750 *et seq.*)

71. Plaintiff incorporates by reference each allegation set forth above herein.

72. Defendant's actions as detailed above constitute a violation of the Consumer Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following provisions of the CLRA:

- a. Advertising goods or services with intent not to sell them as advertised; *Cal. Civ. Code* §1770(9);
 - b. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; *Cal. Civ. Code* §1770(14); and
 - c. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; *Cal. Civ. Code* §1770(16).

73. On or about July 16, 2019, through her Counsel of record, using certified mail with a return receipt requested, Plaintiff served Defendant with notice of its violations of the CLRA, and asked that Defendant to correct, repair, replace or otherwise rectify the goods and services alleged to be in violation of the CLRA. This correspondence advised Defendant that they must take such action within thirty (30) calendar days, and pointed Defendant to the provisions of the CLRA that Plaintiff believes to have been violated by Defendant. Defendant has refused to timely correct, repair, replace or otherwise rectify the issues raised therein.

74. Plaintiff has filed a venue affidavit concurrently with the Complaint as required by the CLRA.

TRIAL BY JURY

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, SANDRA WARNOCK, individually, and on behalf of all others similarly situated, respectfully requests judgment be entered against Defendant, for the following:

- a. That this action be certified as a class action on behalf of The Class and Plaintiff be appointed as the representative of The Class;
 - b. Actual damages;
 - c. Punitive damages;

- d. Restitution of the funds improperly obtained by Defendant;
 - e. Any and all statutory enhanced damages;
 - f. All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
 - g. For equitable and injunctive and pursuant to California Business and Professions Code § 17203;
 - h. For prejudgment interest at the legal rate; and
 - i. Any other relief this Honorable Court deems appropriate.

Respectfully submitted this 11th day of July, 2019.

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: /s/ Todd M. Friedman

Todd M. Friedman
Law Offices of Todd M. Friedman
Attorney for Plaintiff