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Attorney for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 15 2022

BY [signature]
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

EMILY COBOS, CHRISTIAN ANGEL, STEPHANIE CAMACHO, YURIANA APARACIO, GRISELDA DAVILA, LUIZ SANCHEZ, ROBERT GALLEGOS, ROBERTO VARGAS, JESSICA CHANG, CRYSTAL FLOWERS, ANDY NGUYEN, CHARLES SMITH, JAVIER HURTADO, MARCO AVILLA, CARLOS ANDRADE, ARLENE MARTINEZ, SALLY GREENE, DANIELLE TOLKSON AND TIANA VALE, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

NATIONAL GENERAL INSURANCE COMPANY, INTEGON NATIONAL INSURANCE COMPANY, STONEWOOD INSURANCE SERVICES, INC., ALL STAR GENERAL INSURANCE AGENCY, INC., ALL STAR GENERAL INSURANCE COMPANY, NEW MILLENNIUM INSURANCE, FREEWAY INSURANCE SERVICES, ONE WAY INSURANCE SERVICES, JACK OLIVERA INSURANCE SERVICES, COST-U-LESS INSURANCE CENTER, MARISOL'S INSURANCE SERVICES, INC., AUTO CLUB SERVICES,

CASE NO: CIVDS1914609

Case Assigned to Hon. David Cohen
Dept. S26

[~~PROPOSED~~] ORDER FOR LEAVE TO FILE FOURTH AMENDED COMPLAINT

Date: December 15, 2022
Time: 10:00 a.m.
Dept: S26

LLC, TORRES & ASSOCIATES, FIRST CONTEMPO INSURANCE AGENCY, FIESTA AUTO INSURANCE CENTER; UPGRADE INSURANCE SERVICES, INC.; AND DOES 1 THROUGH 120,
Defendants.

This matter came on regularly for hearing on December 15, 2022 before Hon. David Cohen, Judge Presiding, in Department S26 of the above entitled Court.

The Court, having reviewed the moving and opposing papers on Plaintiffs' Motion for Leave to File Fourth Amended Complaint, and oral argument of counsel having been received by the Court,

GOOD CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED THAT:

1. Plaintiffs' motion for Leave to file a Fourth Amended Complaint is hereby GRANTED.

2. The Proposed FOURTH AMENDED COMPLAINT is deemed filed as of this date.

3. IT IS FURTHER ORDERED as follows:

IT IS SO ORDERED.

Dated: Dec. 15, 2022

JUDGE OF THE SUPERIOR COURT
JOSEPH T. ORTIZ

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of 18 and not a party to the within action. My business address is 8301 Utica Avenue, Suite 101, Rancho Cucamonga, CA 91730.

On the date below, I served the foregoing document described as:

[PROPOSED] ORDER FOR LEAVE TO FILE FOURTH AMENDED COMPLAINT

on interested parties in the action by placing a true copy thereof in a separate envelope for each addressee named below and addressed to each such addressee as follows:

SEE ATTACHED MAILING LIST

__X__BY ELECTRONIC TRANSMISSION. By the California Emergency Rule 12. Only by e-mailing the document(s) to the persons at the email address(es) listed. This is necessitated during the declared National Emergency due to the Coronavirus (COVID-19) pandemic, as this office is mostly working remotely, not able to send physical mail as usual, and is therefore using electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after transmission.

____ I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Rancho Cucamonga, California on DATE

I am readily familiar with the business practice for collection and processing of correspondence and/or other items for mailing with the United States Postal Service. Under that practice all correspondence and/or other items deposited with the United States Postal Service the same day it is collected and processed in the ordinary course of business.

____ I caused such Fed Ex Overnight envelope to be placed in the Fed Ex Overnight receptacle located at 8350 Utica Avenue, Rancho Cucamonga, California 91730, on _______, 2022, before 5:00 p.m. that day.

I am readily familiar with the business practice by Fed Ex for collection and processing of correspondence and/or other items for mailing with Fed Ex. Under that practice all correspondence and/or other items deposited with/into the Fed Ex Overnight receptacle located on 8350 Utica Avenue, Rancho Cucamonga, California 91730, before 5:15 p.m. that day are collected and processed in the ordinary course of business that day.

_____ Additionally, I served the above-described document on the interested parties to this action by facsimile transmission to each of the addressees named above to their facsimile numbers listed prior to 5:00 p.m. this * day of *, 202*. *(Copies of the facsimile transmission confirmations are attached hereto)

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct. Executed this 10th day of August 2022, in Rancho Cucamonga, California.

Staci Ponce

STACI PONCE

ATTACHED MAILING LIST

Cobos, et al. V. National General Insurance, et al.

SBSC, Case No.: CIVDS1914609

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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

EMILY COBOS, CHRISTIAN ANGEL, STEPHANIE CAMACHO, YURIANA APARACIO, GRISELDA DAVILA, LUIZ SANCHEZ, ROBERT GALLEGOS, ROBERTO VARGAS, JESSICA CHANG, CRYSTAL FLOWERS, ANDY NGUYEN, CHARLES SMITH, JAVIER HURTADO, MARCO AVILLA, CARLOS ANDRADE, ARLENE MARTINEZ, SALLY GREENE, DANIELLE TOLKSON AND TIANA VALE, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

NATIONAL GENERAL INSURANCE COMPANY, INTEGON NATIONAL INSURANCE COMPANY, STONEWOOD INSURANCE SERVICES, INC., ALL STAR GENERAL INSURANCE AGENCY, INC., ALL STAR GENERAL INSURANCE COMPANY, NEW MILLENNIUM INSURANCE, FREEWAY INSURANCE SERVICES, ONE WAY INSURANCE SERVICES, JACK OLIVERA INSURANCE SERVICES, COST-U-LESS INSURANCE CENTER, MARISOL'S INSURANCE SERVICES, INC., AUTO CLUB SERVICES,

CASE NO: CIVDS1914609

Case Assigned to Hon. David Cohen
Dept. S26

[PROPOSED] FOURTH AMENDED CLASS ACTION (CALIFORNIA CLASS REPRESENTATION)

COMPLAINT FOR DAMAGES AND RESTITUTION

Causes of Action

1. **Class Action Bad Faith**
2. **Class Action Unfair Business Practices**
3. **Class Action Breach of Contract**
4. **Emily Cobos Bad Faith**
5. **Emily Cobos Unfair Business Practices**
6. **Emily Cobos Breach of Contract**
7. **Christian Angel Bad Faith**
8. **Christian Angel Unfair Business Practices**
9. **Christian Angel Breach of Contract**
10. **Stephanie Camacho Bad Faith**
11. **Stephanie Camacho Unfair Business Practices**

LLC, TORRES & ASSOCIATES, FIRST CONTEMPO INSURANCE AGENCY, FIESTA AUTO INSURANCE CENTER; UPGRADE INSURANCE SERVICES, INC.; AND DOES 1 THROUGH 120,

Defendants.

12. Stephanie Camacho Breach of Contract
13. Yuriana Aparacio Bad Faith
14. Yuriana Aparacio Unfair Business Practices
15. Yuriana Aparacio Breach of Contract
16. Griselda Davila Bad Faith
17. Griselda Davila Unfair Business Practives
18. Griselda Davila Breach of Contract
19. Tiana Vale Bad Faith
20. Tiana Vale Unfair Business Practices
21. Tiana Vale Breach of Contract
22. Robert Gallegos Bad Faith
23. Robert Gallegos Unfair Business Practices
24. Robert Gallegos Breach of Contract
25. Luis Sanchez Bad Faith
26. Luis Sanchez Unfair Business Practices
27. Luis Sanchez Breach of Contract
28. Roberto Vargas Bad Faith
29. Roberto Vargas Unfair Business Practices
30. Roberto Vargas Breach of Contract
31. Jessica Chang Bad Faith
32. Jessica Chang Unfair Business Practices
33. Jessica Chang Breach of Contract
34. Crystal Flowers Bad Faith
35. Crystal Flowers Unfair Business Practices
36. Crystal Flowers Breach of Contract
37. Andy Nguyen Bad Faith
38. Andy Nguyen Unfair Business Practices
39. Andy Nguyen Breach of Contract
40. Charles Smith Bad Faith

41. Charles Smith Unfair Business Practices
42. Charles Smith Breach of Contract
43. Javier Hurtado Bad Faith
44. Javier Hurtado Unfair Business Practices
45. Javier Hurtado Breach of Contract
46. Emily Cobos Negligence as to New Millennium Insurance
47. Christian Angel Negligence as to Freeway Insurance
48. Stephanie Camacho Negligence as to Freeway Insurance
49. Yuriana Aparacio Negligence as to One Way Insurance
50. Griselda Davila Negligence as to Stonewood Insurance
51. Taina Vale Negligence as to Jack Olvera Insurance
52. Robert Gallegos Negligence as to Freeway Insurance
53. Luis Sanchez Negligence as to Freeway Insurance
54. Roberto Vargas Negligence as to Freeway Insurance
55. Jessica Chang Negligence as to Marisol's Insurance Services
56. Crystal Flowers Negligence as to Auto Club Services, Inc.
57. Andy Nguyen Negligence as to Torres & Associates Insurance Services, Inc.
58. Charles Smith Negligence as to Freeway Insurance Services, Inc.
59. Javier Hurtado Negligence as to First Contempo Insurance Agency
60. Marco Avilla Bad Faith
61. Marco Avilla Unfair Business Practices
62. Marco Avilla Breach of Contract
63. Marco Avilla Negligence as to Fiesta Auto Insurance
64. Carlos Andrade Bad Faith

Comes now Plaintiffs Emily Cobos, Christian Angel, Yuriana Aparicio, Luis Sanchez, Robert Gallegos, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Carlos Andrade, Arlene Martinez, Sally Greene, Danielle Tolkson and Taina Vale in their individual capacities and on behalf of others similarly situated and allege against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

1. At all times herein mentioned, the defendants National General Insurance Company, and/or Integon National Insurance Company are insurance companies with their principal place of business in Ontario, California. At all times herein mentioned, said defendants' agent for service of process is located at 3800 Concours, Suite 200, Ontario, California. Said principal place of business is within the venue and jurisdiction of the above-entitled court.

2. At all times herein mentioned, the defendants National General Insurance Company, and/or Integon National Insurance Company, National General Insurance Group are insurance companies registered with the State of California and authorized to underwrite insurance policies within the State of California. That at all times said Insurance Companies are doing business in the State of California.

3. At all times herein mentioned, each of the Insurance Companies and/or Underwriters reference in Paragraph 2, issued and/or were underwriters of automobile liability policies containing automobile insurance coverage.

4. The true names and capacities of the Defendants sued herein as Does 1 through 120, inclusive are currently unknown to Plaintiff(s), who therefore sues said Defendants by such fictitious names. As to each of the Doe Defendants, Plaintiff(s) is/are currently ignorant of their identity and/or facts giving rise to a cause of action against said Defendants. Plaintiff(s) is/are informed and believe(s), and thereon allege(s), that each of the Defendants designated herein as a Doe engaged in wrongful conduct and is legally responsible in some manner for the events and happenings herein referred to and caused injury and damages to Plaintiff(s).

5. At all times herein mentioned, each Defendant was the agent and/or employee of each co-Defendant and was acting within the course and scope of employment, agency and/or authority at the time that said Defendant(s) committed the herein wrongful conduct. Each Defendant has ratified the conduct of each co-Defendant.

6. At all times mentioned plaintiff(s) was/were insured(s) under the automobile policy(ies) of insurance issued and or underwritten by Defendants National General Insurance Company, and/or Integon National Insurance Company, National General Insurance Group and Does 1-50. (Herein after referred to as "Defendant Insurance Company(ies).")

7. Pursuant to the terms and conditions of said policy(ies) of insurance, should plaintiff(s) while driving an insured vehicle(s) sustain a loss during the policy period, "Defendant Insurance Company(ies)" would pay Plaintiff(s) and/or for Plaintiff(s) the amount of said losses, subject to said policy(ies)' limits of coverage.

8. At all times herein mentioned, Plaintiff(s) has/have paid all premiums and complied with all conditions required of Plaintiff(s) for purposes of fulfilling Plaintiff(s) obligations under the policy(ies) of insurance issued by "Defendant Insurance Company(ies)."

9. At all times herein mentioned, Plaintiff(s) while driving an insured vehicle, sustained losses within the policy period. Pursuant to the terms and conditions of the policy(ies) of insurance Plaintiff(s) presented a claim(s) to "Defendant Insurance Company(ies)" for payment and/or reimbursement of said losses. Upon presentation of said claim(s) "Defendant Insurance Company(ies)" and each of them refused to honor their obligations under the herein mentioned insurance policy(ies) by refusing to pay for or reimburse Plaintiff(s) losses.

CLASS ALLEGATIONS

10. Plaintiff(s) hereby incorporate by reference as set forth in full under "Class Allegations," paragraphs 1 through 9, inclusive.

11. This representative action is brought pursuant to the California Code of Civil Procedure, Section 382.

12. Plaintiff(s) reserve the right to amend the Class definition if further investigation and discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns.

13. "Defendant Insurance Company(ies)'" practices and omissions were applied uniformly to all members of the Class.

14. The Class consists of all individuals who meet all of the following criteria: (1) the individual was a named insured on a California automobile insurance policy that was underwritten by Integon National Insurance Company; (2) the individual or another named insured on that individual's insurance policy was involved in an automobile accident while driving an insured vehicle; (3) a post-accident claim was made under the policy for losses from that accident; (4) the individual had his or her insurance policy rescinded between May 14, 2015 and the present; (5) the individual had his or her insurance policy rescinded after a claim was

made under the policy; (6) the individual had his or her insurance policy rescinded for failure to disclose household members on the insurance application; and (7) the individual suffered losses because of the policy rescission.

15. Plaintiffs Emily Cobos, Christian Angel, Yuriana Aparicio, Taina Vale, Luis Sanchez, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Carlos Andrade and Robert Gallegos meet all of the criteria set forth in Paragraph 14 and can adequately represent all individuals of the class that by definition are similarly situated. All members of the class have the above well-defined community of interest and Emily Cobos, Christian Angel, Yuriana Aparicio, Taina Vale, Luis Sanchez, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Carlos Andrade and Robert Gallegos' claims are identical and/or typical to that of the other members of the Class.

16. Through discovery with defendants, members of the Class are ascertainable by applying the Class criteria as set forth in Paragraph 14. Based on information and belief, plaintiffs believe that members of the Class are numerous.

17. Common issues of both fact and law predominate. Class members do not need to individually litigate numerous and substantial questions to determine their right to recover. Based on the Class definition as set forth in Paragraph 14, "Defendant Insurance Company(ies)" do not have any defenses which can be asserted against individual Class members. To the extent "Defendant Insurance Company(ies)" may have defenses to the Class Claims, said defenses would apply to the Class as a whole, and would not be individually based.

18. Class adjudication is superior to individual litigation by each member of the Class. The individual Class members have little to no interest in controlling his or her case individually in that common questions of fact and law exist as to each Class member's cause of action. No difficulties are likely to arise in managing the Class claims. To the extent Class members may be entitled to different amounts relative to damages and/or restitution, said phase can be bifurcated from the underlying liability phase of said litigation. Further, relative to the amount of damages and/or restitution due and owing said Class members, said amounts can be determined from defendants' own business records.

Comes now Plaintiffs Emily Cobos, Christian Angel, Yuriana Aparicio, Luis Sanchez, Robert Gallegos, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Carlos Andrade and Tiana Vale on behalf of others similarly situated and allege for a First Cause of Action for Bad Faith (Breach of the Implied Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

19. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 18, inclusive.

20. Implied into the terms and conditions of the above reference insurance policy(ies) is that "Defendant Insurance Company(ies)" would at all times deal with Plaintiff(s) in good faith and with fair dealing. That at all times, the "Defendant Insurance Company(ies)" have not dealt with Plaintiff(s) with good faith and fair dealing in that 'Defendant Insurance Company(ies)' have refused to pay Plaintiff's(s') claim(s) based on what they characterize as a "material misrepresentation," by Plaintiff(s) for allegedly not disclosing the fact that the named insured lived with family members, relatives and/or other household members.

21. The above reasoning for refusing to pay Plaintiff's(s') claim(s) is fallacious and merely a ruse for "Defendant Insurance Company(ies)'" refusal and failure to honor the terms and conditions of the policies of insurance. At all times herein mentioned, there was(were) no material misrepresentation(s) by Plaintiff(s) and "Defendant Insurance Company(ies)" assertion thereof was done with the intent and purpose to avoid paying Plaintiff(s) claim(s).

22. By engaging in the above reference conduct the "Defendant Insurance Company(ies)" and each of them have breached the implied covenant of good faith and fair dealing and have acted in bad faith toward Plaintiff(s).

23. As a proximate result of the wrongful conduct of "Defendant Insurance Company(ies)", and each of them, Plaintiff(s) has/have sustained economic damages in excess of the minimum amount required for jurisdiction of the above entitled court and which will be shown according to proof at the time of trial.

24. The above referenced conduct was done willfully and maliciously by "Defendant Insurance Company(ies)." Their refusal to pay the insurance policy benefits was done in conscious disregard of Plaintiff's(s') rights with full knowledge that under the insurance policy(ies) as written, they were obligated to pay for Plaintiff's(s') losses, yet refused to do so, knowing that said refusal would cause injury to Plaintiff(s). The "Defendant Insurance Company(ies)'" conduct is despicable in that "Defendant Insurance Company(ies)" knew they had an obligation to pay for Plaintiff's(s') losses, yet in total derogation of Plaintiff's(s') rights, refused to pay for said losses.

Comes now Plaintiffs Emily Cobos, Christian Angel, Yuriana Aparicio, Luis Sanchez, Robert Gallegos, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Carlos Andrade and Tiana Vale on behalf of others similarly situated and allege for a Second Cause of Action for Unfair Business Practice against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

25. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 18, inclusive.

26. At all times herein mentioned, "Defendant Insurance Company(ies)" have engaged in unfair, unlawful and/or fraudulent business practices in violation of Business and Professions Code, sections 17200 et seq. The "Defendant Insurance Company(ies)" issue and/or underwrite policies of automobile insurance which typically have minimum policy limits. Their insureds are typically high risk, unsophisticated consumers. The policies of insurance maintain exclusions and definitions not found in the typical automobile policy. At all times herein mentioned the "Defendant Insurance Company(ies)" engaged in the business practice whereby when dealing with claims on their automobile policies, the "Defendant Insurance Company(ies)" in referencing their "Reduced Coverage Disclosure Summary", the application for insurance, and/or certain provisions in the insurance policy itself, deny coverage based on immaterial provisions of said Disclosure, application, and/or insurance policy. In conjunction therewith, "Defendant Insurance Company(ies)" unilaterally send a notice of rescission and return the

premiums paid. Specifically, the "Defendant Insurance Company(ies)" and each of them issue and/or underwrite policies of automobile insurance providing for automobile coverage. Following an accident in which the insured's(s') vehicle(s) is(are) being driven by the named insured(s), the "Defendant Insurance Company(ies)" deny coverage based on the insured's(s') failure to inform defendants that the named insured(s) lived with family members, relatives, and/or other household members. Said rationale for denying coverage is irrelevant and immaterial.As a result of this fraudulent, unlawful or unfair business practice, the "Defendant Insurance Company(ies)" save millions of dollars by not paying covered claims.

The "Defendant Insurance Company(ies)" have engaged in the pattern and practice of rescinding insurance policies of otherwise covered claims based on the immaterial provisions of the application for insurance and/or the insurance policy. The policy and practice of "Defendant Insurance Company(ies)" is to collect premiums on a policy and if the covered vehicle is not involved in an accident, the "Defendant Insurance Company(ies)" profit from receipt of the premium. If the covered vehicle is involved in an accident when being driven by a named insured the "Defendant Insurance Company(ies)" engage in post-accident underwriting by rescinding the policy on an immaterial representation in the application or an immaterial policy provision, saving themselves millions of dollars by not reimbursing their insured for a covered claim. The "Defendant Insurance Company(ies)" unlawfully and unfairly take advantage of their insureds all to the "Defendant Insurance Company(ies)'" financial benefit.

The conduct as herein alleged is unfair within the meaning of Business and Professions Code sections 17200 et seq. By not covering damages pursuant to the terms of the insurance policy, and rescinding the policy, the plaintiffs have suffered substantial damages in that plaintiffs were not reimbursed for the damages they suffered which in almost all cases are in the thousands of dollars. The injury to plaintiffs by "Defendant Insurance Company(ies)'"s wrongful conduct is not outweighed by any countervailing benefits to consumers. There is no benefit to the consuming public for members of the public to pay insurance premiums to "Defendant Insurance Company(ies)" for automobile insurance and then after making a claim, have the "Defendant Insurance Company(ies)" rescind the insurance policy based on an immaterial term in the policy or application. The net result of said conduct is that "Defendant Insurance Company(ies)" unfairly avoid their contractual responsibilities under the insurance policies all to the benefit of the "Defendant Insurance Company(ies)" and all to the detriment of their policy holders, the consuming public. Further, the injury to plaintiffs could not be reasonably avoided and was not foreseeable. At all times, most of the policies of insurance underwritten and/or issued by "Defendant Insurance Company(ies)" were written with the minimum required limits of 15/30/5. The insureds are high risk and need to pay premiums on a monthly basis. Few insurance companies are willing to underwrite or issue policies to individuals in plaintiffs' position. As a result, plaintiffs have few other choices in the insurance market to obtain legally mandated insurance. Additionally, the injury to plaintiffs as a result of "Defendant Insurance Company(ies)'" wrongful conduct in rescinding the policies was not foreseeable. Here, plaintiffs and each of them purchased insurance policies providing automobile coverage. The policies were written by "Defendant Insurance Company(ies)" and understood by plaintiffs' to provide coverage when plaintiffs were involved in a collision. In each instance alleged herein the covered vehicles were being driven by the named insureds; as such it was unforeseeable to plaintiffs that they would not be provided coverage up to the limits of their coverages under their automobile insurance policies. After the collision however, defendants inquired of plaintiffs whether they respectively resided with a relative or other person. Based on this after the fact investigation, the "Defendant Insurance Company(ies)" in each instance alleged herein unforeseeably rescinded the contract based on an immaterial term irrelevant to the terms of coverage and contrary to the reasonable expectations of their insureds.

Additionally, said business practice is unlawful and contrary to the law as set forth in Insurance Code, section 359. The "Defendant Insurance Company(ies)" and each of them unlawfully rescinded the insurance contracts based on alleged misrepresentations or concealment by the insureds, which are not material as required by Insurance Code section 359. The fallacious grounds used by "Defendant Insurance Company(ies)" to rescind said policies is wholly irrelevant and immaterial to the underwriting and/or issuance of coverage, all in violation of the express provisions of Insurance Code section 359.

Said business practice is fraudulent in that the "Defendant Insurance Company(ies)" represent to their insureds in both the application and in the insurance policy that the insured will be covered for damages in the event of an accident wherein the covered vehicle is being driven by the named insured. In reliance on these representations the insureds procure insurance from "Defendant Insurance Company(ies)" and continue to pay monthly premiums to "Defendant Insurance Company(ies)" on their insurance policies. The representations by the "Defendant Insurance Company(ies)" are in fact false; following an accident in which the covered vehicle is being driven by the named insured, the "Defendant Insurance Company(ies)" refuse to cover the loss and rescind the policy based on an immaterial provision or disclosure in the application and insurance policy. Had plaintiffs known of the true facts, plaintiffs would not have procured coverage through "Defendant Insurance Company(ies)".

The Defendant Insurance Companies further engaged in fraudulent, deceptive and unlawful conduct in knowingly allowing their insurance brokers and agents to fail to communicate to Defendant Insurance Companies the fact that their insureds during the policy period, had changed addresses and/or moved in with other individuals. In encouraging and/or allowing said business practice to occur, the Defendant Insurance Companies are therefore able to deny coverage on an immaterial representation (or alleged failure to represent) relative to coverage. In knowingly allowing said insurance brokers and agents to engage in said conduct, said Defendant Insurance Companies must be deemed to have imputed knowledge as to the facts communicated by their insured(s) to said brokers and agents.

27. In denying Plaintiff's(s') claim(s), the "Defendant Insurance Company(ies)" and each of them relied on immaterial provisions of the Disclosure form, the application and/or the insurance policy as grounds for not covering Plaintiff's(s') claim(s). "Defendant Insurance Company(ies)'"s unilaterally attempted to rescind the contract by returning the premiums paid by Plaintiff(s). As a result of this fraudulent and unfair business practice, plaintiffs have been deprived of the benefits which were due and owing under the terms and conditions of the respective insurance policies.

28. At all times herein mentioned the "Defendant Insurance Company(ies)" were unjustly enriched at the expense of Plaintiff(s), by retaining money due and owing Plaintiff(s).

29. As a result of "Defendant Insurance Company(ies)" retaining the money,, Plaintiffs are entitled to restitution and/or restitutionary disgorgement of millions of dollars.

Comes now Plaintiffs Emily Cobos, Christian Angel, Yuriana Aparicio, Luis Sanchez, Robert Gallegos, Jessica Chang, Crystal Flowers, Andy Nguyen, Charles Smith, Javier Hurtado, Carlos Andrade and Tiana Vale on behalf of others similarly situated and allege for a Third Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

30. Plaintiff(s) hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 18, inclusive.

31. The "Defendant Insurance Company(ies)" breached the herein alleged insurance contract(s) by not paying to Plaintiff(s) the benefits due and owing under said insurance policy.

32. As special damages flowing from "Defendant Insurance Company(ies)"' breach of contract, Plaintiff(s) has/have sustained economic damages.. Plaintiff(s) has/have sustained further economic damages in that Plaintiff's(s') attorney is prosecuting the present matter. Plaintiff(s) has/ have and will continue to incur attorney's fees in the prosecution of this cause of action.

33. As a consequential result of the wrongful conduct of "Defendant Insurance Company(ies)", and each of them, Plaintiff(s) has/have and or will sustain damages in an amount currently unknown to Plaintiff(s), but which will be shown according to proof at the time of trial.

Comes now Plaintiff, Emily Cobos, individually, and alleges for a Fourth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

34. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9 and 20 through 24.

35. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with defendants, Policy number GSP90191794-00.

36. At all times mentioned, defendants and each of them, also engaged in post-claim underwriting subjecting plaintiffs to personal liability stemming from third party claims and or claims of creditors.

Comes now Plaintiff, Emily Cobos, individually and alleges for a Fifth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

37. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, and Paragraph 35.

38. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Emily Cobos, individually and alleges for a Sixth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

39. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1-9, inclusive, paragraphs 31 through 33, inclusive and Paragraph 35 and 36.

Comes now Plaintiff, Christian Angel, individually, and alleges for a Seventh Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

40. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and 20 through 24 and Paragraph 36.

41. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90282849-00.

Comes now Plaintiff, Christian Angel, individually and alleges for an Eighth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

42. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, and 41.

43. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Christian Angel, and alleges for a Ninth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

44. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive, and Paragraphs 36 and 41.

Comes now Plaintiff, Stephanie Camacho, individually, and alleges for a Tenth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-100, as follows:

45. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and Paragraphs 20 through 24, inclusive and Paragraph 36.

46. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 90188960.

Comes now Plaintiff, Stephanie Camacho, individually and alleges for an Eleventh Cause of Action for Unfair Business Practice against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

47. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 46.

48. As a result of defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Stephanie Camacho, and alleges for a Twelfth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Groupand Does 1-50, as follows:

49. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1-9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 46.

Comes now Plaintiff, Yuriana Aparicio, individually, and alleges for a Thirteenth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, Nationial General Insurance Group, and Does 1-50, as follows:

50. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and Paragraphs 20 through 24, inclusive, and Paragraph 36.

51. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2006207818.

Comes now Plaintiff, Yuriana Aparicio, individually and alleges for a Fourteenth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

52. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, inclusive and Paragraph 51.

53. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Yuriana Aparicio, and alleges for a Fifteenth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

54. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 51.

Comes now Plaintiff, Griselda Davila, individually, and alleges for a Sixteenth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Groupand Does 1-50, as follows:

55. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive, and Paragraph 36..

56. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 90208194.

Comes now Plaintiff, Griselda Davila, individually and alleges for a Seventeenth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

57. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 56.

58. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Griselda Davila, and alleges for an Eighteenth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

59. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1-9, inclusive, 31 through 33, inclusive and Paragraph 36 and 56.

Comes now Plaintiff, Taina Vale, individually, and alleges for a Nineteenth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

60. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, and Paragraphs 20 through 24, inclusive, and Paragraph 36.

61. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2006435697.

Comes now Plaintiff, Taina Vale, individually and alleges for a Twentieth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

62. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 61.

63. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Taina Vale, and alleges for a Twenty First Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

64. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 61.

Comes now Plaintiff, Robert Gallegos, individually, and alleges for a Twenty Second Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing)

against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

65. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive and Paragraph 36.

66. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90189659-01.

Comes now Plaintiff, Robert Gallegos, individually and alleges for a Twenty Third Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

67. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 66.

68. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Robert Gallegos, and alleges for a Twenty Fourth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

69. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 66.

Comes now Plaintiff, Luis Sanchez individually, and alleges for a Twenty Fifth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

70. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive and Paragraph 36.

71. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2006435697.

Comes now Plaintiff, Luis Sanchez, individually and alleges for a Twenty Sixth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

72. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 71.

73. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Luis Sanchez, and alleges for a Twenty Seventh Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

74. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 71.

Comes now Plaintiff, Roberto Vargas individually, and alleges for a Twenty Eighth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group,and Does 1-50, as follows:

75. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive, and Paragraph 36.

76. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90208194-00.

Comes now Plaintiff, Roberto Vargas, individually and alleges for a Twenty Ninth Cause of Action for Unfair Business Practices against Defendants National General

Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

77. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 76.

78. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Roberto Vargas, and alleges for a Thirtieth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

79. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 76.

Comes now Plaintiff, Jessica Chang individually, and alleges for a Thirty First Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

80. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive and Paragraph 36.

81. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2007430567.

Comes now Plaintiff, Jessica Chang, individually and alleges for a Thirty Second Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

82. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 81.

83. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Jessica Chang, and alleges for a Thirty Third Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

84. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraph 36 and 81.

Comes now Plaintiff, Crystal Flowers individually, and alleges for a Thirty Fourth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

85. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive, and Paragraph 36.

86. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2008176981.

Comes now Plaintiff, Crystal Flowers, individually and alleges for a Thirty Fifth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

87. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 86.

88. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Crystal Flowers, and alleges for a Thirty Sixth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon

National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

89. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 86.

Comes now Plaintiff, Andy Nguyen individually, and alleges for a Thirty Seventh Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company and Does 1-50, as follows:

90. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive, and Paragraph 36.

91. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2005352254.

Comes now Plaintiff, Andy Nguyen, individually and alleges for a Thirty Eighth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Company, and Does 1-50, as follows:

92. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 91.

93. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Andy Nguyen, and alleges for a Thirty Ninth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

94. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 91.

Comes now Plaintiff, Charles Smith individually, and alleges for a Fortieth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

95. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive, and Paragraph 36.

96. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 90334524.

Comes now Plaintiff, Charles Smith, individually and alleges for a Forty First Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

97. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 96.

98. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Charles Smith, and alleges for a Forty Second Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group and Does 1-50, as follows:

99. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 96.

Comes now Plaintiff, Javier Hurtado individually, and alleges for a Forty Third Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

100. Plaintiff hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive, and Paragraphs 20 through 24, inclusive and Paragraph 36.

101. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 2006683067.

Comes now Plaintiff, Javier Hurtado, individually and alleges for a Forty Fourth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

102. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 26 through 29, inclusive and Paragraph 101.

103. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Javier Hurtado, and alleges for a Forty Fifth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

104. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive and Paragraphs 36 and 101.

Comes now Plaintiff, Marco Avilla, individually, and alleges for a Forty Sixth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

105. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and 20 through 24, inclusive, and Paragraph 36.

106. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number 20072323362.

Comes now Plaintiff, Marco Avilla, individually and alleges for a Forty Seventh Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

107. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, and Paragraph 106.

108. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Marco Avilla, and alleges for a Forty Eighth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

109. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive, and Paragraphs 36 and 106.

Comes now Plaintiff, Carlos Andrade, individually, and alleges for a Forty Ninth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

110. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and 20 through 24, inclusive, and Paragraph 36.

111. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90290029-00.

Comes now Plaintiff, Carlos Andrade, individually and alleges for a Fiftieth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

112. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, and Paragraph 111.

113. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for his losses.

Comes now Plaintiff, Carlos Andrade, and alleges for a Fifty First Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

114. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive, and Paragraphs 36 and 111.

Comes now Plaintiff, Arlene Martinez, individually, and alleges for a Fifty Second Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

115. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and 20 through 24, inclusive, and Paragraph 36.

116. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90209822-03.

Comes now Plaintiff, Arlene Martinez, individually and alleges for a Fifty Third Cause of Action for Unfair Business Practices against Defendants Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

117. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, and Paragraph 116.

118. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Arlene Martinez, and alleges for a Fifty Fourth Cause of Action for Breach of Contract against Defendants Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

119. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive, and Paragraphs 36 and 116.

Comes now Plaintiff, Sally Greene, individually, and alleges for a Fifty Fifth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

120. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and 20 through 24, inclusive, and Paragraph 36.

121. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90276616-00.

Comes now Plaintiff, Sally Greene, individually and alleges for a Fifty Sixth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

122. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, and Paragraph 121.

123. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Sally Greene, and alleges for a Fifty Seventh Cause of Action for Breach of Contract against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

124. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive, and Paragraphs 36 and Paragraph 121.

Comes now Plaintiff, Danielle Tolkson, individually, and alleges for a Fifty Eighth Cause of Action for Bad Faith (Breach of the Covenant of Good Faith and Fair Dealing) against National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

125. Plaintiffs hereby incorporates by reference as though set forth in full herein Paragraphs 1 through 9, inclusive and 20 through 24, inclusive and Paragraph 36.

126. That at all times herein mentioned Plaintiff had in force and effect an insurance policy with Defendants Policy number GSP90353364.

Comes now Plaintiff, Danielle Tolkson, individually and alleges for a Fifty Ninth Cause of Action for Unfair Business Practices against Defendants National General Insurance Company, Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

127. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive and 26 through 29, and Paragraph 126.

128. As a result of Defendants retaining the money due and owing Plaintiff, Plaintiff is entitled to restitution and/or restitutionary disgorgement of the amount to reimburse Plaintiff for her losses.

Comes now Plaintiff, Danielle Tolkson, and alleges for a Sixtieth Cause of Action for Breach of Contract against Defendants National General Insurance Company, Inc. Integon National Insurance Company, National General Insurance Group, and Does 1-50, as follows:

129. Plaintiff hereby incorporates by reference as though set forth in full herein, Paragraphs 1 through 9, inclusive, 31 through 33, inclusive, and Paragraphs 36 and 126.

PRAYER

WHEREFORE, Plaintiff(s) prays that judgment be entered against Defendants, and each of them as follows:

1. Economic damages in an amount according to proof;

2. Punitive and/or exemplary damages stemming from the First, Fourth, Seventh, Tenth, Thirteen, Sixteenth, Nineteenth, Twenty Second, Twenty Fifth, Twenty Eighth, Thirty First, Thirty Fourth, Thirty Seventh, Fortieth, Forty Third, Forty Sixth, Forty Ninth, Fifty Second, Fifty Fifth and Fifty Eighth Causes of Action;

3. Attorney's fees stemming from the Third, Sixth, Ninth, Twelfth, Fifteenth, Eighteenth, Twenty First, Twenty Fourth, Twenty Seventh, Thirtieth, Thirty Third, Thirty Sixth, Thirty Ninth, Forty Second, Forty Fifth, Forty Eighth, Fifty First, Fifty Fourth, Fifty Seventh and Sixtieth Causes of Action;

4. Restitution stemming from the Second, Fifth, Eighth, Eleventh, Fourteenth, Seventeenth, Twentieth, Twenty Third, Twenty Sixth, Twenty Ninth, Thirty Second, Thirty Fifth, Thirty Eighth, Forty First, Forty Fourth, Forty Seventh, Fiftieth, Fifty Third, Fifty Sixth and Fifty Ninth Causes of Action;

5. Costs of Suit incurred herein; and

6. For such other relief as may be allowed.

Dated: ____________ LAW OFFICES OF JUSTIN H. KING

JUSTIN H. KING
Attorneys for Plaintiffs