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9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 TAMIKA MILLER and JULIANNE
12 CHUANROONG, on behalf of themselves, the
13 general public, and those similarly situated,

14 Plaintiffs,

15 v.

16 TRAVEL GUARD GROUP, INC., AIG
17 TRAVEL, INC., AMERICAN
18 INTERNATIONAL GROUP, INC. (d/b/a/ AIG),
19 and NATIONAL UNION FIRE INSURANCE
20 COMPANY OF PITTSBURGH, PA.,

21 Defendants.

CASE NO.

**CLASS ACTION COMPLAINT FOR
UNFAIR BUSINESS PRACTICES;
FALSE ADVERTISING; AND FRAUD,
DECEIT, AND/OR MISREPRESENTATION**

JURY TRIAL DEMANDED

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INTRODUCTION

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2 1. Plaintiffs Tamika Miller and Julianne Chuanroong, by and through their counsel,
3 bring this class action against Defendants Travel Guard Group, Inc. (“Travel Guard Group”), AIG
4 Travel, Inc. (“AIG Travel”), American International Group, Inc. (“AIG”), and National Union
5 Fire Insurance Company of Pittsburgh, PA (“NUFIC”) (collectively, “Defendants”) to seek
6 redress for Defendants’ unlawful, unfair, and deceptive online marketing and sale of insurance
7 policies with a hidden charge for assistance services. Defendants sell the insurance and assistance
8 services together under the brand name “Travel Guard.”

9 2. On major travel websites, including united.com, expedia.com, travelocity.com, and
10 orbitz.com, Defendants purport to make a straightforward offer to consumers: insurance for
11 airfare and travel arrangements consumers purchase on those websites. However, Defendants
12 secretly and unfairly charge unsuspecting consumers additional fees, *on top of the calculated*
13 *premium*, without disclosing that they are charging those fees. In places other than the checkout
14 screens where the transactions occur, Defendants try to justify those fees by representing that the
15 fees are for a supposed assistance service. That service purports to allow insureds to spend time
16 on the telephone with Defendants’ customer service representatives to request information about
17 various topics, such as directions, weather, restaurants, hotels, new travel arrangements, and
18 possibly medical needs. But consumers are unaware of any such service and they do not want it;
19 and they certainly do not want to pay what Defendants charge for it.

20 3. Under California law, Defendants are limited to charging an approved rate for
21 travel insurance. Moreover, an appointed agent such as Travel Guard Group is not permitted to
22 collect a fee for services constituting or arising out of the transaction of insurance. Here,
23 Defendants’ practice of charging an additional fee for a supposed non-insurance assistance
24 service is substantially a sham and a pretext to collect illegal fees at the expense of millions of
25 consumers.

26 4. Plaintiffs bring this action on behalf of themselves, the general public, and a class
27 of similarly situated individuals, seeking a judgment against Defendants that would, among other
28 things: (1) prohibit Defendants from charging mandatory and/or undisclosed fees (in addition to

1 premiums) for “assistance” services in connection with the insurance purchases; (2) require
2 Defendants to plainly and truthfully disclose all premiums, fees, and charges to consumers prior
3 to their online purchase of insurance; and (3) require Defendants to pay Plaintiffs and class
4 members restitution or damages.

5 **PARTIES**

6 5. Tamika Miller is, and at all times alleged herein was, an individual and a resident
7 of San Pablo, California.

8 6. Julianne Chuanroong is, and at all times alleged herein was, an individual and a
9 resident of San Francisco, California.

10 7. Defendant Travel Guard Group, Inc. (“Travel Guard Group”) is a Wisconsin
11 corporation headquartered in Stevens Point, WI. Travel Guard Group maintains its principal place
12 of business at 3300 Business Park Drive, Stevens Point, WI 54482. Travel Guard Group is the
13 licensed insurance agent for NUFIC in California and markets and sells Travel Guard insurance
14 policies and assistance services to the public. Travel Guard Group has substantial contacts with
15 and receives substantial benefits and income from California and throughout the United States.

16 8. Defendant AIG Travel, Inc. (“AIG Travel”) is a Delaware corporation
17 headquartered in New York, NY. AIG Travel maintains its principal place of business at 1271
18 Avenue of the Americas, 37th Floor, New York, NY, United States, 10020. AIG Travel is the
19 parent company of Travel Guard Group and provides assistance services in connection with
20 Travel Guard policies. AIG Travel has substantial contacts with and receives substantial benefits
21 and income from California and throughout the United States.

22 9. Defendant American International Group, Inc. (“AIG”) is a Delaware corporation
23 headquartered in New York, NY. AIG maintains its principal place of business at 175 Water
24 Street, New York, NY 10038. AIG is the ultimate parent company of the other Defendants in this
25 lawsuit and is responsible for allocating and managing their roles in the Travel Guard business.
26 AIG markets Travel Guard travel insurance on its website
27 (<https://www.aig.com/individual/insurance/travel-guard>), where it refers to the insurance as “our
28 trip insurance plans.” AIG also ensures that its logo is prominently included on Travel Guard

1 insurance plan documents and on webpages providing information about Travel Guard insurance,
2 characterizes the underwriter NUFIC as “an AIG Company” in the policy documents, and the
3 policies identify email addresses and webpages belonging to AIG for claims contacts (such as
4 www.aig.com/travelclaims and claimsdoc1@aig.com). AIG, directly and through its agents, has
5 substantial contacts with and receives substantial benefits and income from California and
6 throughout the United States as a result of the sale of Travel Guard insurance and assistance.

7 10. Defendant National Union Fire Insurance Company of Pittsburgh, PA (“NUFIC”)
8 is a Pennsylvania corporation headquartered in New York, NY. NUFIC maintains its principal
9 place of business at 175 Water Street, FL 18, New York, NY 10038. NUFIC underwrites the
10 insurance policies at issue in this lawsuit. NUFIC, directly and through its agents, has substantial
11 contacts with and receives substantial benefits and income from California and throughout the
12 United States.

13 11. Travel Guard Group, AIG Travel, AIG, and NUFIC are referred to collectively
14 herein as “Defendants.”

15 12. With respect to the allegations herein, Travel Guard Group acted as the agent of
16 AIG Travel, AIG, and/or NUFIC and, in doing the things herein alleged, was acting within the
17 scope and course of its authority as such agent.

18 13. With respect to the allegations herein: (a) the acts and omissions of each
19 Defendant concurred and contributed to the various acts and omissions of the other Defendants in
20 proximately causing the injuries and damages as herein alleged; (b) each Defendant aided and
21 abetted the acts and omissions of the other Defendants in proximately causing the damages, and
22 other injuries, as herein alleged; (c) each Defendant ratified each and every act or omission
23 complained of herein; and (d) Defendants were each a member of, and engaged in, a joint
24 venture, partnership and common enterprise, and acting within the course and scope of, and in
25 pursuance of, said joint venture, partnership and common enterprise.

26 14. Each Defendant is jointly and/or vicariously liable for each other Defendant’s
27 wrongful conduct alleged herein.

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JURISDICTION AND VENUE

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2 15. This Court has subject matter jurisdiction over this action pursuant to the Class
3 Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there are 100 or more class
4 members, and (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of
5 interest and costs.

6 16. This Court has supplemental jurisdiction over any state law claims pursuant to 28
7 U.S.C. Section 1367.

8 17. The injuries, damages and/or harm upon which this action is based, occurred or
9 arose out of activities engaged in by Defendants within, affecting, and emanating from, the State
10 of California. Defendants regularly conduct and/or solicit business in, engage in other persistent
11 courses of conduct in, and/or derive substantial revenue from services provided to persons in the
12 State of California. Defendants have engaged, and continue to engage, in substantial and
13 continuous business practices in the State of California. Defendants’ wrongful acts and omissions
14 occurred in California.

15 18. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
16 substantial part of the events or omissions giving rise to the claims occurred in the state of
17 California, including within this District.

18 19. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

DETAILED SUBSTANTIVE ALLEGATIONS

19
20 20. Insurance is a highly regulated service in every state. California requires insurers
21 and their agents to obtain approval for insurance rates prior to offering those policies and rates to
22 consumers, and to clearly identify the approved insurance premium to consumers. *See* Cal. Ins.
23 Code § 1861.01(c) (“insurance rates subject to this chapter must be approved by the
24 commissioner prior to their use”), § 1861.05 (“No rate shall be approved or remain in effect
25 which is excessive, inadequate, unfairly discriminatory or otherwise in violation of this
26 chapter.”); *see also* Cal. Ins. Code § 381 (providing an insurance policy must specify a statement
27 of the premium). There are also strict requirements if an insurance producer (who may be an
28 agent, broker, or broker-agent) wishes to charge a fee for its services. Only brokers may charge a

1 broker's fee, and only after required disclosures are made. *See* Cal. Code Regs. tit. 10, §§ 2189.3
2 and 2189.5 (which authorize only brokers, not agents, to collect fees, and only pursuant to strict
3 disclosure requirements). Accordingly, producers must identify any fees they charge separately
4 from the premium and in sufficient detail for consumers to understand the fees and for there to be
5 a determination that the fees are in compliance with the insurance laws and regulations.

6 21. Reasonable consumers expect that insurers and their agents comply with all laws
7 and regulations, that insurance premiums will be clearly identified prior to purchase, and that any
8 separate or additional fee, whether to compensate an agent or for a non-insurance service or
9 benefit, will also be clearly identified prior to any agreement to pay for such fee. Reasonable
10 consumers who are quoted a single price for insurance reasonably assume that price is a lawful
11 and approved premium and not a vehicle for hidden fees added to the insurance premium.

12 22. Defendants market and sell the travel insurance policies at issue. Defendants are
13 responsible for charging and collecting the premiums and fees at issue and are responsible for
14 ensuring that the amounts they charge consumers are lawful, fair, and not deceptive. Defendants
15 purport to provide a supposed "assistance service" for which they deceptively, unfairly, and
16 unlawfully charge consumers. Defendants have been unjustly enriched by those unlawful, unfair,
17 and undisclosed fees.

18 **I. Defendants Charge Unsuspecting Consumers for Supposed**
19 **"Non-Insurance" Assistance Services in Conjunction with Travel Insurance**

20 23. When purchasing airfare, hotel reservations, and similar travel fares or
21 accommodations from online websites or mobile apps, consumers are often presented with the
22 option to insure their purchase. Defendants contract with certain retailers who offer online
23 bookings and travel arrangements (such as Travelocity, Expedia, Orbitz, and United Airlines) to
24 present consumers with an offer to purchase Travel Guard insurance when completing their
25 bookings. Defendants are, collectively, one of the largest providers of trip/travel insurance in
26 California and the United States.

1 24. When Defendants present an insurance offer during the checkout process of one of
 2 Defendants’ retail partners, Defendants’ Travel Guard insurance is the only available insurance
 3 option presented to consumers.

4 25. A recent example of an offer made by Defendants on the website of United
 5 Airlines is below:

United travel options

Cover your trip with Travel Guard® insurance

Due to the World Health Organization (WHO) announcement declaring Coronavirus (COVID-19) a pandemic, please note that as of, at the latest, March 11, 2020, COVID-19 is a foreseen event and certain coverages will not apply. [Please read the details here](#).

Don't miss out! Plan includes:
 ✓ [Flight refund](#) if you can't travel for a covered reason
 ✓ Coverage for [lost baggage](#)
 ✓ Coverage for [flight cancellations](#) and [missed connections](#)

Select an option:

Yes, insure my trip for only \$14.00.
I have read, understand and agree to the terms and conditions of the [Policy of Insurance](#), and [Important Disclosures](#). Plan not available to Washington residents.

No, I will travel without this insurance for my \$156.80 trip. I understand that by declining coverage I may otherwise be responsible for certain cancellation fees and delay expenses.

Don't ignore the unexpected.
 Your trip could get delayed...
 You could miss a flight connection...

Over 30 million travelers trust Travel Guard® plans for travel insurance.
Coverage is offered by Travel Guard Group, Inc. and [limitations will apply](#). Read [Important Disclosures](#).

Premier Access® **+\$117.00** All flights per person
 Skip the lines with Premier Access.
 Be one of the few to enjoy a streamlined airport

Your trip **Cost breakdown**

ROUNDTRIP (1 TRAVELER) [Revise this trip](#)

San Francisco to San Diego
 Mon, Sep 27 • 6:40 pm to 8:19 pm • Nonstop
[Show details](#)

San Diego to San Francisco
 Thu, Sep 30 • 2:09 pm to 3:42 pm • Nonstop
[Show details](#)

Fare	\$119.06
Taxes and fees	\$37.74
Total due	\$156.80

or starting from **\$28/month**

[View MileagePlus earnings for this trip](#)

EXCLUSIVE OFFER

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Protect your flight Recommended

Important: Travel insurance may provide coverage for COVID-19 diagnosed illness. Trip cancellation due to government travel advisories or fear of travel is not covered. COVID-19 is a foreseen event and certain other coverages will not apply. [Learn more](#)

Note: If you are a resident of Washington state, please [click here](#) to view products that you are eligible to purchase.

Coverage includes [trip cancellation](#), [trip interruption](#), and [much more](#). See [top benefits](#):

1. Get up to 100% reimbursement if you need to cancel your flight for covered reasons such as loss of a long-term job
2. Up to 100% reimbursement for trip interruption if your trip is cut short due to a covered emergency such as a sickness or accident
3. Certain additional travel expenses to return home or continue your trip if it is interrupted by a covered sickness, injury or other covered reasons

[View insurance details and disclosures](#)

Select Yes or No to continue booking*

Yes, I want Cancellation Protection Plan for my flight.

\$19.00
per person

No, I'm willing to risk my \$98.40 flight. I understand by declining this coverage that I may be responsible for cancellation fees and delay expenses personally or through alternate coverage.

Mary got \$468 back when she cancelled her flight to ... [Read more](#)

[Get money back on future price drops](#)

[Special requests \(optional\)](#)

Important

Travel insurance may provide coverage for COVID-19 diagnosed illness. Trip cancellation due to government travel advisories or fear of travel is not covered. COVID-19 is a foreseen event and certain other coverages will not apply.

[Learn more](#)

Protect your hotel

Cover your stay against the unexpected:

1. Up to 100% hotel reimbursement if you're sick and have a late cancellation
2. Up to 100% reimbursement on unused hotel nights if you're sick and need to come home early
3. Up to \$150 for a hotel or meals if your trip is delayed for covered reasons
4. Up to \$150 for covered essentials if your bag is delayed

[View insurance details and disclosures](#)

Select Yes or No to continue booking

Yes, I want Booking Protection for my trip to San Francisco.

Recommended

\$4.50
per person

No, I'm willing to risk my \$68.58 trip.



"Things happened outside of my control which caused the trip to be canceled. The Travel Protection was valuable in reducing the losses to me when we had to cancel the trip."

-Mr. Rodman

Price details

1 room x 1 night	\$59.00
Taxes	\$9.58
<hr/>	
Total	\$68.58
Pay now	\$0.00
Pay at property	\$68.58

Not included in your total

Mandatory charge: Collected at property. [Details](#)

Earn 25,000 Expedia Rewards bonus points

after qualifying purchases with the Expedia Rewards Voyager Card from Citi.



[Learn more and apply](#)

1 28. Expedia Group, Inc. owns Expedia, Travelocity, and Orbitz, so the Travel Guard
2 insurance offers presented to consumers during the booking/checkout process on those three
3 websites are the same.

4 29. As indicated above, a single total price is identified for the offered insurance prior
5 to purchase.

6 30. Within these point-of-sale offers, Defendants do not identify assistance benefits
7 (and certainly not as separate, non-insurance services) and Defendants do not identify any fee,
8 price, or charge for any such assistance service or benefit, separate from or in addition to the
9 premium.

10 31. The hyperlink to “insurance details and disclosures” in the offers on Expedia,
11 Travelocity, and Orbitz leads to a new page containing a menu that prompts residents of various
12 states to “Click Here” for the policy for their state. The policy forms for California indicate that
13 assistance benefits are included in the policy, but the forms do not disclose that there is a charge,
14 on top of the insurance premium calculated by Defendants, for those benefits.

15 32. The hyperlink to “Important Disclosures” in the offers on the United website
16 currently leads to a lengthy pop-up that includes a disclosure, among numerous other disclosures,
17 that “[t]he quoted price for the travel protection plan includes the travel insurance premium and a
18 separate fee for non-insurance travel assistance services.” The pop-up document also states that
19 consumers “may obtain information on the pricing of the insurance and assistance services by
20 emailing terms@travelguard.com.” This lengthy pop-up document does not provide sufficient
21 notice to consumers that they are being charged for supposed non-insurance services on top of the
22 calculated premium for the insurance product. There is no indication within the actual offer that
23 the price includes a fee for non-insurance services or that the “Important Disclosures” will reveal
24 the existence of such a fee. Moreover, the pop-up still does not disclose the amount of the fee and
25 requires consumers to send an email to ask Defendants to disclose the fee. Defendants know that,
26 and have designed the checkout process such that, consumers are highly unlikely to discover the
27 existence of the assistance fee or make an inquiry about it.
28

33. After a consumer purchases Travel Guard insurance, Defendants (and some retail partners) send the customer a confirmation email that contains a link to information regarding their insurance policy. These confirmation emails do not contain any pricing information, do not identify assistance benefits, and do not identify any fee, price, or charge for any such assistance service or benefit, separate from or in addition to the premium. An example of a typical email confirmation is shown below:

Thank you for purchasing a travel insurance plan from Travel Guard.

 *Your policy number is: [REDACTED]

* Please review your Policy of Insurance by clicking on the "Policy of Insurance" link at the top of your policy summary page which can be accessed ¹here.

* Need to file a claim? You can now file a claim online. [Click here](#) get started.

Enjoy your travel and thank you for choosing Travel Guard for your upcoming trip!

¹ Policy information is only accessible via the above link for one year past your travel return date.

34. The link (if clicked) to the policy summary page leads to a webpage that displays certain information about the insurance. These insurance policy summary pages do not identify assistance benefits and do not identify any fee, price, or charge for any such assistance service or benefit, separate from or in addition to the premium. An example of an insurance policy summary page for one of Plaintiff Miller’s policies is shown below:

[Re-send Email Fulfillment](#) | [Printer Friendly](#) | [Policy of Insurance](#) | [Terms and Conditions](#) | [Privacy Notice](#) | [Alerts](#) | [Strike List](#)
TRAVEL GUARD

Below is important information regarding your travel insurance plan for your upcoming trip. Please click the Policy of Insurance link above for the complete policy wording for the plan you purchased. If you have any questions, please contact our partner Aon Affinity at **1-855-400-2624 ESP: 1-855-334-3973 Intl: 1-516-342-4503**.

Have a safe and enjoyable trip!

Travel Guard Policy # 1226335462	Coverages & Benefit Limits	
Booking # 72084513795456	Standard Packages	
Flight Protection Plan 009175 P7 7/2019	ACCIDENT AND SICKNESS MEDICAL EXPENSES	\$5000.00 Per Insured
Coverage effective date 04/13/2021	ANCILLARY EVACUATION BENEFITS	\$5000.00 Per Insured
Total cost \$35.00	BAGGAGE AND PERSONAL EFFECTS	\$1000.00 Per Insured
Trip details	EMERGENCY EVACUATION AND REPATRIATION	\$50000.00 Per Insured
Departure date 04/21/2021	OF REMAINS	
Return date 04/22/2021	EMERGENCY TRAVEL ASSISTANCE	Included Per Insured
Trip deposit date	FLIGHT ACCIDENT INSURANCE	\$50000.00 Per Insured
Contact Information	TRAVEL MEDICAL ASSISTANCE	Included Per Insured
	TRIP CANCELLATION	100% Trip Cost Per Insured
	TRIP INTERRUPTION	100% Trip Cost Per Insured
	WORLDWIDE TRAVEL ASSISTANCE	Included Per Insured

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2 35. Some versions of the policy summary pages include a hyperlink to “Important
3 Disclosures.” That hyperlink (if clicked) leads to a lengthy document that includes a disclosure,
4 among numerous other disclosures, that “[t]he quoted price for the travel protection plan includes
5 the travel insurance premium and a separate fee for non-insurance travel assistance services.” The
6 pop-up document also states that consumers “may obtain information on the pricing of the
7 insurance and assistance services by emailing terms@travelguard.com.” This lengthy document
8 does not provide sufficient notice to consumers *prior to purchase* that they are being charged for
9 supposed non-insurance services on top of the calculated premium for the insurance product.
10 Moreover, the document still does not disclose the amount of the fee and requires consumers to
11 send an email to ask Defendants to disclose the fee. Defendants know that, and have designed the
12 purchase process such that, consumers are highly unlikely to discover the existence of the
13 assistance fee or make an inquiry about it.

14 36. Consumers reasonably expect some amount of service and information (about the
15 insurance and potential claims) to be available to them when they purchase insurance and such
16 policy and claims administration costs are supposed to be included in the insurance premiums.
17 However, to the extent Defendants offer additional assistance benefits that are truly separate from
18 the insurance benefits and may be accurately described as non-insurance benefits, there is little
19 demand in the market for such assistance benefits at the prices Defendants charge and in the form
20 in which they are offered (requiring insureds to call a toll-free number to speak with customer
21 service representatives to obtain various types of information). This is especially true of concierge
22 services. Consumers who purchase airfare and hotels online and through mobile applications can
23 readily find much of the information encompassed within Defendants’ assistance services for
24 *free*, and on demand, using the Internet and widely available applications (such as from Google,
25 Apple, Yelp, and many other service providers), or from more local or personalized sources than
26 Defendants can offer. Given that reality, and given that Defendants make no mention of any
27 separate charges for such services at the time they present their insurance offers to consumers,
28

1 consumers have no reason to suspect they are being charged for Defendants’ non-insurance
2 assistance service at the time they insure their travel purchases.

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

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

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

25 40. Regardless of how Defendants’ “assistance” fees are ultimately characterized—
26 whether as an artifice to collect an unlawful agent’s fee (or unauthorized premium) or as
27 genuinely for non-insurance services (that no one has chosen and that few people would pay for if
28 given the choice)—the result is the same: Defendants collect more from consumers than they

1 should. Defendants did not receive approval from the California Department of Insurance to
2 charge these mandatory, hidden fees on top of the premium. If Defendants followed the laws and
3 regulations, they would not be charging such fees. And if Defendants disclosed the fees to
4 consumers prior to purchase, consumers would not pay for the fees. Defendants are continuing to
5 charge and collect sums that they are not allowed to collect by law and which are more than
6 consumers would pay if they understood Defendants' practices.

7 41. In sum, Defendants' practice of charging consumers for supposed "assistance" in
8 connection with trip/travel insurance is deceptive, unfair, and unlawful.

9 **II. Plaintiff Tamika Miller's Experiences**

10 42. On or about March 23, 2017, Plaintiff Miller visited the website of
11 Travelocity.com or Expedia.com to purchase airfare. Plaintiff Miller purchased airfare on that
12 occasion and was offered the option to insure her ticket purchase and purchased Travel Guard
13 policy 921400795 during the checkout process.

14 43. On or about June 23, 2017, Plaintiff Miller visited the website of Travelocity.com
15 or Expedia.com to purchase airfare. Plaintiff Miller purchased airfare on that occasion and was
16 offered the option to insure her ticket purchase and purchased Travel Guard policy 1200388461
17 during the checkout process.

18 44. On or about April 13, 2021, Plaintiff Miller visited the website of Travelocity.com
19 to purchase airfare. Plaintiff Miller purchased airfare on that occasion and was offered the option
20 to insure her ticket purchase and purchased Travel Guard policy 1226335462 during the checkout
21 process.

22 45. On or about May 29, 2021, Plaintiff Miller visited the website of Expedia.com to
23 purchase airfare. Plaintiff Miller purchased airfare on that occasion and was offered the option to
24 insure her ticket purchase and purchased Travel Guard policy 1228400116 during the checkout
25 process.

26 46. During the checkout process for each of those purchases, Plaintiff Miller was
27 presented with an offer from Defendants to purchase insurance for the airfare. The offer was
28 presented in a manner substantially similar to the example set forth in paragraphs 26-27 herein.

1 There was a box/section on the checkout page presenting her with an option to insure her ticket
2 purchase.

3 47. Defendants designed, controlled, and possess the exact offer text presented to
4 Plaintiff Miller on each of those occasions.

5 48. Defendants' insurance offer was the only insurance option presented to Plaintiff
6 Miller at those times. There was no choice of plans or insurers during the checkout process, and
7 very limited information was provided regarding the insurance. A single price was stated as the
8 price of the "insurance." There was no indication that any other fees other than an insurance
9 premium was included in that price. There was no mention of "non-insurance assistance services"
10 in the offer.

11 49. Unbeknownst to Plaintiff Miller at the time she accepted the offers of insurance,
12 the total amounts she was charged for the insurance included both an insurance premium and a
13 mandatory fee that Defendants contend was for assistance services but that was, in effect, an
14 unlawful agent's fee or unauthorized premium. At a minimum, it was an unfair charge and
15 Defendants have no justification for bundling it with the premiums in the way they did.

16 50. Neither the insurance offers nor any other portion of the checkout pages disclosed
17 (a) a specific breakdown of the components of the price for the insurance; (b) that the price
18 included an unlawful agent's fee and/or unlawful amount of premium; (c) the existence and
19 amount of the fee for supposed non-insurance assistance benefits; and/or (d) any material facts
20 about the nature of such "assistance" services or why the assistance fee was included.

21 51. When accepting each of Defendants' insurance offers on the occasions referenced
22 above, and on any other occasions that Plaintiff Miller purchased Travel Guard insurance,
23 Plaintiff Miller was not aware of the existence of any assistance fee in addition to the insurance
24 premium and was not aware of any of the foregoing facts at the time she purchased the insurance.
25 As a result of Defendants' material misrepresentations and omissions, and Defendants' unlawful
26 and unfair practices, Plaintiff Miller agreed to pay Defendants to insure her airfare purchases and
27 believed, each time, that the amount she paid Defendants was for the insurance only and that the
28 amount charged was determined by a regulated, lawful process. Plaintiff Miller was seeking only

1 lawful and proper insurance; she was not seeking separate non-insurance informational
2 “assistance” services and would not have paid the price charged for such services by Defendants
3 if given the choice. She was not aware of and did not agree to pay for any additional or unlawful
4 agent’s fee or any additional “assistance” service that Defendants purport to offer to their
5 insureds.

6 52. Following and on the same day as each of the aforementioned purchases, Plaintiff
7 Miller received a confirmation email regarding her purchase of airfare insurance. Those emails
8 did not identify either the insurance premium or the cost of any purported assistance benefits in
9 the body of the email. The confirmation emails included a hyperlink to certain policy information,
10 as described in paragraphs 34-35. However, Plaintiff Miller had no reason to believe that those
11 documents would reveal a hidden charge for “assistance” services, and Plaintiff Miller did not
12 review those documents during the cancellation period for each policy.

13 53. Plaintiff Miller would have paid less than she did if Defendants had complied with
14 California law and charged her only an approved premium, rather than unfairly, unlawfully, and
15 deceptively including an undisclosed, additional fee in the cost of the insurance.

16 54. Plaintiff Miller would have declined the fee for Defendants’ supposed “assistance”
17 service if Defendants had fully and fairly disclosed: (a) that Defendants were charging an
18 unlawful agent’s fee and/or unlawful amount of premium; or (b) the existence and amount of the
19 fee/charge for supposed “assistance” services and basic, material, and truthful information about
20 the supposed “assistance service,” which would have allowed her to understand that she was
21 being charged for something she did not want to pay for, and that the fee is a pretext for
22 increasing Defendants’ profits. Plaintiff Miller would not have purchased insurance from
23 Defendants if she had doubts about their integrity and reliability, and she would have had such
24 doubts if Defendants had fully and fairly disclosed the material information referenced in this
25 complaint.

26 **III. Plaintiff Julie Chuanroong’s Experience**

27 55. On or about June 15, 2018, Plaintiff Chuanroong visited the website of United
28 Airlines (www.united.com) to purchase a one-way flight.

1 56. On or about March 13, 2020, Plaintiff Chuanroong visited the website of United
2 Airlines (www.united.com) to purchase a roundtrip flight.

3 57. After selecting her flights and during the checkout process for each of those
4 purchases on the United website, Plaintiff Chuanroong was presented with an offer from
5 Defendants to purchase insurance for the airfare. The offers were presented in a manner
6 substantially similar to the example set forth in paragraph 25 herein. There was a box/section on
7 the checkout pages presenting her with an option to insure her ticket purchases.

8 58. Defendants designed, controlled, and possess the exact offer text presented to
9 Plaintiff Chuanroong on each of those occasions.

10 59. Defendants' insurance offer was the only insurance option presented to Plaintiff
11 Chuanroong at those times. There was no choice of plans or insurers during the checkout process,
12 and very limited information was provided regarding the insurance. A single price was stated as
13 the price of the "insurance." There was no indication that any other fees other than an insurance
14 premium was included in that price. In particular, there was no mention of "non-insurance
15 assistance services" in the offer.

16 60. Unbeknownst to Plaintiff Chuanroong at the time she accepted the offer of
17 insurance, the total amount she was charged for the insurance included both an insurance
18 premium and a mandatory fee that Defendants contend was for assistance services but that was, in
19 effect, an unlawful agent's fee or unauthorized premium. At a minimum, it was an unfair charge
20 and Defendants have no justification for bundling it with the premiums in the way they did.

21 61. Neither the insurance offer nor any other portion of the checkout pages disclosed
22 (a) a specific breakdown of the components of the price for the insurance; (b) that the price
23 included an unlawful agent's fee and/or unlawful amount of premium; (c) the existence and
24 amount of the fee for supposed non-insurance assistance benefits; and/or (d) any material facts
25 about the nature of such "assistance" services or why the assistance fee was included.

26 62. When accepting each of Defendants' insurance offers on the occasions referenced
27 above, Plaintiff Chuanroong was not aware of the existence of any assistance fee in addition to
28 the insurance premium and was not aware of any of the foregoing facts at the time she purchased

1 the insurance. As a result of Defendants’ material misrepresentations and omissions, and
2 Defendants’ unlawful and unfair practices, Plaintiff Chuanroong agreed to pay Defendants to
3 insure her airfare purchases and believed, each time, that the amount she paid Defendants was for
4 the insurance only and that the amount charged was determined by a regulated, lawful process.
5 Plaintiff Chuanroong was seeking only lawful and proper insurance; she was not seeking separate
6 non-insurance informational “assistance” services and would not have paid the price charged for
7 such services by Defendants if given the choice. She was not aware of and did not agree to pay
8 for any additional or unlawful agent’s fee or any additional “assistance” service that Defendants
9 purport to offer to their insureds.

10 63. Following each of the aforementioned purchases, Plaintiff Chuanroong received
11 email confirmations regarding her purchases of airfare insurance. The emails did not identify
12 either the insurance premium or the cost of any purported assistance benefits in the body of the
13 email. The email confirmation included a hyperlink to certain policy information, as described in
14 paragraphs 34-35. However, Plaintiff Chuanroong had no reason to believe that those documents
15 would reveal a hidden charge for “assistance” services, and Plaintiff Chuanroong did not review
16 those documents during the cancellation period for each policy.

17 64. Plaintiff Chuanroong would have paid less than she did if Defendants had
18 complied with California law and charged her only an approved premium, rather than unfairly,
19 unlawfully, and deceptively including an undisclosed, additional fee in the cost of the insurance.

20 65. Plaintiff Chuanroong would have declined the fee for Defendants’ supposed
21 “assistance” service if Defendants had fully and fairly disclosed: (a) that Defendants were
22 charging an unlawful agent’s fee and/or unlawful amount of premium; or (b) the existence and
23 amount of the fee/charge for supposed “assistance” services and basic, material, and truthful
24 information about the supposed “assistance service,” which would have allowed her to understand
25 that she was being charged for something she did not want to pay for, and that the fee is a pretext
26 for increasing Defendants’ profits. Plaintiff Chuanroong would not have purchased insurance
27 from Defendants if she had doubts about their integrity and reliability, and she would have had
28

1 such doubts if Defendants had fully and fairly disclosed the material information referenced in
2 this complaint.

3 **IV. Because Defendants Intend to Continue Their Deceptive and Unfair Conduct, a**
4 **Public Injunction Is Needed to Protect the Public from Future Harm.**

5 66. To protect the general public from the threat of future injury, Plaintiffs seek a
6 public injunction to prohibit Defendants from continuing the deceptive, unfair, and unlawful
7 practices alleged herein.

8 67. To stop Defendants' deceptive, unfair, and unlawful conduct, Defendants should
9 be required to plainly and truthfully disclose all premiums, fees, and charges to consumers prior
10 to the sale of insurance; and Defendants should be prohibited from charging supposedly separate
11 fees for "assistance" services as a mandatory fee in connection with the sale of insurance policies
12 and from charging fees and/or premiums that have not been approved for sale in California.

13 68. Plaintiffs will purchase airfare and travel in the future and will be presented with
14 the option to insure those purchases through Defendants. Plaintiffs desire to insure their airfare
15 purchases but, absent the injunctive relief sought, will not be able to determine whether they will
16 be charged a hidden fee or an unlawful mandatory agent's fee in addition to the insurance
17 premium. Plaintiffs have a right to know the insurance premiums and the additional fees for any
18 putative insurance transaction and Defendants are infringing those rights. Plaintiffs are unable,
19 and will continue to be unable, to rely on Defendants' representations regarding the price of their
20 insurance products, unless the injunctive relief requested in this Complaint is awarded. That
21 present and continuing uncertainty is an ongoing harm to them as consumers and infringes the
22 rights protected by the UCL, FAL, and insurance laws and regulations. Even if they were able to
23 determine that Defendants will impose an unlawful agent's fee in addition to charging a premium,
24 absent an injunction prohibiting Defendants from doing so, Plaintiffs will be forced to either
25 forgo the insurance they desire (and the only insurance available) or else pay an unlawful fee.

26 69. Accordingly, there is a risk that Plaintiffs and those similarly situated will be
27 harmed by Defendants in the same manner, and will be deprived of the opportunity to purchase
28

1 lawfully and fairly priced insurance, which would be available on travel websites but for
2 Defendants' unlawful, deceptive, and unfair practices.

3
4 **CLASS ALLEGATIONS**

5 70. Plaintiffs bring this class action lawsuit on behalf of the following proposed class
6 ("Class") of similarly situated persons, pursuant to Rule 23 of the Federal Rules of Civil
7 Procedure, defined as follows:

8 The Class: All natural persons who purchased Travel Guard insurance policies from
9 Defendants while residing in California since December 17, 2017 but excluding those
10 persons who used Defendants' assistance services in connection with their Travel Guard
11 insurance.

12 71. The following persons and entities are excluded from the Class: Defendants and
13 their officers, directors, employees, subsidiaries, and affiliates; and all judges assigned to this case
14 and any members of their immediate families.

15 72. Plaintiffs reserve the right to propose additional or alternative classes or
16 subclasses, or to narrow the above class definition. This reservation includes but is not limited to
17 classes or subclasses involving consumers in multiple states or involving particular issues.

18 73. This action has been brought and may properly be maintained as a class action
19 against Defendants because there is a well-defined community of interest in the litigation and the
20 proposed class is easily ascertainable.

21 74. Numerosity: Plaintiffs do not know the exact size of the Class, but estimates it is
22 composed of more than 500 persons. At a minimum, there are tens of thousands of class members
23 in the Class but very likely many more. The persons in the Class are so numerous that the joinder
24 of all such persons is impracticable and the disposition of their claims in a class action rather than
25 in individual actions will benefit the parties and the courts.

26 75. Common Questions Predominate: This action involves common questions of law
27 and fact to the potential Class because each class member's claim derives from the same
28 deceptive, unlawful and/or unfair statements, omissions, and practices. The common questions of
law and fact predominate over individual questions, as proof of a common or single set of facts

1 will establish the right of each member of the Class to recover. The questions of law and fact
2 common to the Class include, but are not limited to, the following:

- 3 a. whether Defendants have engaged, and continue to engage, in unfair or fraudulent
4 practices by misrepresenting in insurance offers that the prices charged were solely
5 for the insurance premium, and by failing to disclose that the amounts charged to
6 Plaintiffs and class members included mandatory assistance fees;
- 7 b. whether the fees Defendants charged for their supposed assistance services
8 constitute unlawful agent's fees;
- 9 c. whether Defendants have engaged, and continue to engage, in unfair practices by
10 circumventing regulatory scrutiny, by charging unlawful and excessive agent fees
11 and/or premium charges, and/or by requiring all consumers to pay assistance fees
12 without a fair option to decline such fees, and thus charging consumers more than
13 they are legally allowed to charge;
- 14 d. whether the premium rates and the assistance fee rates at issue were approved for
15 use in California;
- 16 e. whether Defendants knew or should have known that reasonable consumers did
17 not value the assistance services offered by Defendants;
- 18 f. whether Defendants knew or should have known that reasonable consumers
19 interpreted Defendants' insurance offers as a single premium and were unaware of
20 any additional fee for Travel Guard assistance services;
- 21 g. whether Defendants' conduct is unlawful, unfair, or fraudulent in violation of the
22 Unfair Competition Law, California Business and Professions Code §17200, *et*
23 *seq.*;
- 24 h. whether Defendants' conduct constitutes untrue or misleading statements within
25 the meaning of California Business and Professions Code § 17500, *et seq.*;
- 26 i. whether Defendants engaged in the alleged conduct knowingly, recklessly, or
27 negligently;
- 28

- 1 j. the amount of profits and revenues earned by Defendants and/or the amount of
- 2 monies or other obligations lost by class members as a result of the misconduct;
- 3 k. whether Class Members are entitled to restitution, injunctive and other equitable
- 4 relief and, if so, what is the nature (and amount) of such relief; and
- 5 l. whether Class Members are entitled to payment of actual, incidental,
- 6 consequential, exemplary and/or statutory damages plus interest thereon, and if so,
- 7 what is the nature of such relief.

8 76. Typicality: Plaintiffs' claims are typical of the claims of other members of the
9 Class because, among other things, all such claims arise out of the same wrongful course of
10 conduct in which the Defendants engaged in violation of law as described herein. Further, the
11 damages of each member of the Class were caused directly by Defendants' wrongful conduct in
12 violation of the law as alleged herein. Plaintiffs and members of the Class have suffered injury in
13 fact as a result of Defendants' misleading, deceptive, unfair, and unlawful conduct. Plaintiffs and
14 members of the Class would not have paid the assistance fees but for Defendants' misconduct.

15 77. Adequacy of Representation: Plaintiffs will fairly and adequately protect the
16 interests of all class members because it is in their best interests to prosecute the claims alleged
17 herein to obtain full compensation due to them for the unfair and illegal conduct of which they
18 complain. Plaintiffs also have no interests that are in conflict with, or antagonistic to, the interests
19 of Class Members. Plaintiffs have retained highly competent and experienced class action
20 attorneys to represent their interests and that of the Class. By prevailing on their own claims,
21 Plaintiffs will establish Defendants' liability to all class members. Plaintiffs and their counsel
22 have the necessary financial resources to adequately and vigorously litigate this class action, and
23 Plaintiffs and counsel are aware of their fiduciary responsibilities to the class members and are
24 determined to diligently discharge those duties by vigorously seeking the maximum possible
25 recovery for class members.

26 78. Superiority: There is no plain, speedy, or adequate remedy other than by
27 maintenance of this class action. The prosecution of individual remedies by members of the Class
28 will tend to establish inconsistent standards of conduct for Defendants and result in the

1 impairment of class members’ rights and the disposition of their interests through actions to
2 which they were not parties. Class action treatment will permit a large number of similarly
3 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,
4 and without the unnecessary duplication of effort and expense that numerous individual actions
5 would engender. Furthermore, as the damages suffered by each individual member of the Class
6 may be relatively small, the expenses and burden of individual litigation would make it difficult
7 or impossible for individual members of the Class to redress the wrongs done to them, while an
8 important public interest will be served by addressing the matter as a class action.

9 79. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
10 management of this action that would preclude its maintenance as a class action.

11 **CAUSES OF ACTION**

12 **PLAINTIFFS’ FIRST CAUSE OF ACTION**

13 **(Unlawful, unfair, and fraudulent trade practices violation of Business and Professions
14 Code § 17200, *et seq.* (“UCL”))**

15 80. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
16 Complaint as set forth herein.

17 81. Within at least four (4) years preceding the filing of this lawsuit, and at all times
18 mentioned herein, Defendants have engaged, and continue to engage, in unlawful, unfair, and
19 fraudulent trade practices in California by engaging in the unlawful, unfair, and fraudulent
20 business practices outlined in this complaint.

21 82. Defendants have engaged, and continue to engage, in unlawful practices by,
22 without limitation, violating the following state laws: (i) section 17500, *et seq.* of the California
23 Business and Professions Code (the “FAL”), as described herein; and/or (ii) the California
24 Insurance Code and regulations, including without limitation Cal. Ins. Code § 332 (requiring
25 disclosure of all facts material to the insurance contract), Cal. Ins. Code § 790.02 (prohibiting
26 unfair and deceptive practices in the business of insurance), Cal. Ins. Code §§ 1861.01(c) and
27 1861.05 and applicable case law (insurance rates must be approved by the commissioner prior to
28 their use); and Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5, and applicable case law (prohibiting
appointed agents from charging fees). To the extent Defendants charge consumers for a non-

1 insurance service without properly disclosing that practice, Defendants violate the FAL and Cal.
2 Ins. Code § 332 because they fail to disclose material facts regarding the price of the insurance
3 and mislead consumers as a result. To the extent the supposed “assistance” fees are actually
4 mandatory agent fees (or additional premium) and are determined by factors similar to those
5 typically used to determine agent fees and premiums, then Defendants violate Cal. Ins. Code
6 §§ 1861.01(c) and 1861.05 (because they did not get the required prior approval for those fees)
7 and/or Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5 (which authorize only brokers, not agents, to
8 collect fees, and only pursuant to strict disclosure requirements).

9 83. Defendants have engaged, and continue to engage, in unfair and fraudulent
10 practices by, without limitation: (a) misrepresenting in the relevant insurance offers that the prices
11 charged were solely for the insurance premium, when they also included a hidden fee for a non-
12 insurance service (if Defendants’ characterization of the fees is proper), and failing to disclose
13 that the amounts charged to Plaintiffs and class members included mandatory assistance fees,
14 (b) circumventing regulatory scrutiny and charging unlawful and excessive agent fees and/or
15 premium charges (to the extent Defendants’ characterization of the fees as for non-insurance
16 assistance services is improper), and/or (c) requiring all consumers to pay excessive fees for
17 assistance fees by bundling them with highly regulated insurance sales, where the financial injury
18 to consumers from being charged such fees for services they do not want, need, or use far
19 outweighs any potential benefit of a bundled product in these circumstances.

20 84. Plaintiffs and those similarly situated relied to their detriment on Defendants’
21 unlawful, unfair, and fraudulent business practices. Had Defendants not violated California law as
22 described herein, and/or if Plaintiffs and those similarly situated been adequately informed and
23 not deceived by Defendants, Plaintiffs and those similarly situated would not have paid the
24 assistance or agent fees charged by Defendants.

25 85. Defendants’ acts and omissions are likely to deceive the general public.

26 86. Defendants engaged in these unfair, deceptive, and unlawful practices to increase
27 their profits. Accordingly, Defendants have engaged in unlawful trade practices, as defined and
28 prohibited by section 17200, *et seq.* of the California Business and Professions Code.

1 87. The aforementioned practices, which Defendants have used to their significant
2 financial gain, also constitute unlawful competition and provide an unlawful advantage over
3 Defendants’ competitors as well as injury to the general public.

4 88. As a direct and proximate result of such actions, Plaintiffs and the other class
5 members, have suffered and continue to suffer injury in fact and have lost money and/or property
6 as a result of such deceptive and/or unlawful trade practices and unfair competition in an amount
7 which will be proven at trial, but which is in excess of the jurisdictional minimum of this Court.
8 Among other things, Plaintiffs and the class members lost the amount they paid for the supposed
9 assistance services.

10 89. As a direct and proximate result of such actions, Defendants have enjoyed, and
11 continue to enjoy, significant financial gain in an amount which will be proven at trial, but which
12 is in excess of the jurisdictional minimum of this Court.

13 90. Plaintiffs seek, on behalf of themselves and those similarly situated, equitable
14 relief, including restitution for the premium and/or the full price that they and others paid to
15 Defendants as result of Defendants’ conduct. Plaintiffs and the Class lack an adequate remedy at
16 law to obtain such relief with respect to their “unfairness” claims in this UCL cause of action,
17 because there is no cause of action at law for “unfair” conduct. Plaintiffs and the Class similarly
18 lack an adequate remedy at law to obtain such relief with respect to their “unlawfulness” claims
19 in this UCL cause of action because the California Insurance Code and regulations do not provide
20 a direct cause of action, so Plaintiffs and the Class must allege those violations as predicate acts
21 under the UCL to obtain relief.

22 91. Plaintiffs also seeks equitable relief, including restitution, with respect to their
23 UCL unlawfulness claims for violations of the FAL and her UCL “fraudulent” claims. Pursuant
24 to Federal Rule of Civil Procedure 8(e)(2), Plaintiffs make the following allegations in this
25 paragraph only hypothetically and as an alternative to any contrary allegations in their other
26 causes of action, in the event that such causes of action do not succeed. Plaintiffs and the Class
27 may be unable to obtain monetary, declaratory and/or injunctive relief directly under other causes
28 of action and will lack an adequate remedy of law, if the Court requires them to show classwide

1 reliance and materiality beyond the objective reasonable consumer standard applied under the
2 UCL, because Plaintiffs may not be able to establish each Class member's individualized
3 understanding of Defendants' misleading representations as described in this Complaint, but the
4 UCL does not require individualized proof of deception or injury by absent class members. *See,*
5 *e.g., Stearns v Ticketmaster*, 655 F.3d 1013, 1020, 1023-25 (distinguishing, for purposes of
6 CLRA claim, among class members for whom website representations may have been materially
7 deficient, but requiring certification of UCL claim for entire class). In addition, Plaintiffs and the
8 Class may be unable to obtain such relief under other causes of action and will lack an adequate
9 remedy at law, if Plaintiffs are unable to demonstrate the requisite *mens rea* (intent, reckless,
10 and/or negligence), because the UCL imposes no such *mens rea* requirement and liability exists
11 even if Defendants acted in good faith.

12 92. Plaintiffs seek, on behalf of those similarly situated, a declaration that the above-
13 described trade practices are fraudulent, unfair, and/or unlawful.

14 93. Plaintiffs seek, on behalf of those similarly situated, an injunction to prohibit
15 Defendants from continuing to engage in the deceptive, unfair, and/or unlawful trade practices
16 complained of herein. Such misconduct by Defendants, unless and until enjoined and restrained
17 by order of this Court, will continue to cause injury in fact to the general public and the loss of
18 money and property in that Defendants will continue to violate the laws of California, unless
19 specifically ordered to comply with the same. This expectation of future violations will require
20 current and future consumers to repeatedly and continuously seek legal redress in order to recover
21 monies paid to Defendants to which they were not entitled. Plaintiffs, those similarly situated,
22 and the general public, have no other adequate remedy at law to ensure future compliance with
23 the laws alleged to have been violated herein.

24 **PLAINTIFFS' SECOND CAUSE OF ACTION**

25 **(False Advertising, Business and Professions Code § 17500, *et seq.* ("FAL"))**

26 94. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
27 Complaint as set forth herein.

28 95. Beginning at an exact date unknown to Plaintiffs, but continually within three (3)
years preceding the filing of the Class Action Complaint, Defendants made untrue, false,

1 deceptive and/or misleading statements in connection with the advertising, marketing, and sale of
2 trip/travel insurance on third party websites.

3 96. Defendants made representations and statements (by omission and commission)
4 that led reasonable customers to believe that they were agreeing to pay approved and lawful
5 premiums for trip/travel insurance policies, without hidden, unapproved fees being included
6 within the supposed “premium” for the policies.

7 97. Defendants knew or should have known that consumers did not demand or value
8 the supposed “assistance” services they offered, that consumers would not pay for it, and that
9 consumers did not know Defendants were charging them for it. Nevertheless, Defendants
10 continued to advertise their insurance policies as part of a scheme with the intent not to sell the
11 insurance as advertised and to mislead consumers regarding the nature and extent of the services
12 they were obtaining from Defendants, and regarding the prices of those insurance and non-
13 insurance services. Defendants knew or should have known that they misled consumers
14 regarding: the nature of the price paid for the insurance, the existence of an additional fee for
15 Defendants, and the existence of Defendants’ assistance services.

16 98. Defendants created a situation where they could charge for a service while hiding
17 its existence to consumers they had charged, thus making it even more unlikely that insureds
18 would use the service for which they had been charged (and thus making Defendants’
19 performance of the supposed assistance services illusory).

20 99. Plaintiffs and the class members relied to their detriment on Defendants’ false,
21 misleading and deceptive advertising and marketing practices, including each of the
22 misrepresentations and omissions set forth above. Had Plaintiffs and those similarly situated been
23 adequately informed and not misled by Defendants, they would have acted differently by, without
24 limitation, declining the fee for assistance services and, if necessary, declining the entire
25 insurance transaction.

26 100. Defendants’ acts and omissions are likely to deceive the general public.

27 101. Defendants engaged in these false, misleading and deceptive advertising and
28 marketing practices to increase their profits. Accordingly, Defendants have engaged in false

1 advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and
2 Professions Code.

3 102. The aforementioned practices, which Defendants used, and continue to use, to
4 their significant financial gain, also constitutes unlawful competition and provides an unlawful
5 advantage over Defendants' competitors as well as injury to the general public.

6 103. As a direct and proximate result of such actions, Plaintiffs and the class members
7 have suffered, and continue to suffer, injury in fact and have lost money and/or property as a
8 result of such false, deceptive and misleading advertising in an amount which will be proven at
9 trial, but which is in excess of the jurisdictional minimum of this Court. In particular, Plaintiffs
10 and class members lost money or property as a result of Defendants' violations because they
11 would not have paid for Defendants' supposed assistance fees absent Defendants' misleading,
12 unfair, and unlawful conduct.

13 104. Plaintiffs seek equitable relief, including restitution, with respect to their FAL
14 claims. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiffs makes the following
15 allegations in this paragraph only hypothetically and as an alternative to any contrary allegations
16 in their other causes of action, in the event that such causes of action will not succeed. Plaintiffs
17 and the Class may be unable to obtain monetary, declaratory and/or injunctive relief directly
18 under other causes of action and will lack an adequate remedy at law, if the Court requires them
19 to show classwide reliance and materiality beyond the objective reasonable consumer standard
20 applied under the FAL, because Plaintiffs may not be able to establish each Class member's
21 individualized understanding of Defendants' misleading representations as described in this
22 Complaint, but the FAL does not require individualize proof of deception or injury by absent
23 class members. *See, e.g., Ries v. Ariz. Bevs. USA LLC*, 287 F.R.D. 523, 537 (N.D. Cal. 2012)
24 ("restitutionary relief under the UCL and FAL 'is available without individualized proof of
25 deception, reliance, and injury.'"). In addition, Plaintiffs and the Class may be unable to obtain
26 such relief under other causes of action and will lack an adequate remedy at law, if Plaintiffs are
27 unable to demonstrate the requisite *mens rea* (intent, reckless, and/or negligence), because the
28 FAL imposes no such *mens rea* requirement and liability exists even if Defendants acted in good

1 faith.

2 105. Plaintiffs seek, on behalf of themselves and the class members, a declaration that
3 the above-described practices constitute false, misleading and deceptive advertising.

4 106. Plaintiffs seek, on behalf of themselves and the class members, an injunction to
5 prohibit Defendants from continuing to engage in the false, misleading and deceptive advertising
6 and marketing practices complained of herein. Such misconduct by Defendants, unless and until
7 enjoined and restrained by order of this Court, will continue to cause injury in fact to the general
8 public and the loss of money and property in that Defendants will continue to violate the laws of
9 California, unless specifically ordered to comply with the same. This expectation of future
10 violations will require current and future consumers to repeatedly and continuously seek legal
11 redress in order to recover monies paid to Defendants to which it is not entitled. Plaintiffs, those
12 similarly situated and/or other consumers nationwide have no other adequate remedy at law to
13 ensure future compliance with the California Business and Professions Code alleged to have been
14 violated herein.

15 **PLAINTIFFS' THIRD CAUSE OF ACTION**
16 **(Common Law Fraud, Deceit and/or Misrepresentation)**

17 107. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action
18 Complaint as set forth herein.

19 108. Defendants made representations and statements (by omission and commission)
20 that led reasonable customers to believe that they were agreeing to pay approved and lawful
21 premiums for trip/travel insurance policies, without hidden, unapproved fees being included
22 within the supposed "premium" for the policies. Defendants represented that their offers were for
23 "insurance," "coverage," "Cancellation Protection," and "Booking Protection." Accordingly,
24 reasonable consumers understood the quoted price to fully equal the insurance premium.

25 109. Defendants had duties under the Insurance Code and regulations, as well as the
26 common law, to disclose material facts regarding their insurance offers. *See, e.g.*, Cal. Ins. Code
27 §§ 332, 790.02, 1861.01, and Cal. Code Regs. tit. 10, §§ 2189.3 and 2189.5. Defendants knew
28 that the additional cost of and the nature of the assistance service was material to consumers and
that consumers, including Plaintiffs, would have declined to pay for the assistance service if

1 Defendants had disclosed that they were charging consumers for the assistance service and the
2 nature of that service.

3 110. Defendants knew or should have known that consumers did not demand or value
4 the supposed “assistance” services they offered, that consumers would not pay for it if they had a
5 choice, and that consumers did not know Defendants were charging them for it. Nevertheless,
6 Defendants continued to advertise their insurance policies as part of a scheme with the intent not
7 to sell the insurance as advertised and to mislead consumers regarding the nature and extent of the
8 services they were obtaining from Defendants, and regarding the prices of those insurance and
9 non-insurance services. Defendants knew or should have known that they misled consumers
10 regarding: the nature of the price paid for the insurance, the existence of an additional fee for
11 Defendants, and the existence of Defendants’ assistance services.

12 111. These misrepresentations and omissions were known exclusively to, and actively
13 concealed by, Defendants, not reasonably known to Plaintiffs, and material at the time they were
14 made. Defendants knew that their misrepresentations and omissions concerned material facts that
15 were essential to the analysis undertaken by Plaintiffs as to whether to purchase insurance at the
16 stated price, and intended for Plaintiffs and similarly situated consumers to rely on those
17 misrepresentations and omissions in accepting Defendants’ offers of insurance. In misleading
18 Plaintiffs and not so informing Plaintiffs, Defendants breached their duties to them. Defendants
19 also gained financially from, and as a result of, their misrepresentations and omissions.

20 112. Plaintiffs and the class members relied to their detriment on Defendants’
21 misrepresentations and fraudulent omissions. Had Plaintiffs and those similarly situated been
22 adequately informed and not intentionally deceived by Defendants, they would have acted
23 differently by, without limitation, declining the fee for assistance services and, if necessary,
24 declining the entire insurance transaction.

25 113. By and through such fraud, deceit, misrepresentations and/or omissions,
26 Defendants intended to induce Plaintiffs and those similarly situated to alter their position to their
27 detriment. Specifically, Defendants fraudulently and deceptively induced Plaintiffs and those
28

1 similarly situated to, without limitation, purchase the supposed assistance services together with
2 the desired insurance.

3 114. Plaintiffs and those similarly situated justifiably and reasonably relied on
4 Defendants' misrepresentations and omissions, and, accordingly, were damaged by Defendants.

5 115. As a direct and proximate result of Defendants' misrepresentations and/or
6 omissions, Plaintiffs and those similarly situated have suffered damages, including, without
7 limitation, the amounts they paid for the assistance services.

8 116. Defendants' conduct as described herein was wilful and malicious and was
9 designed to maximize Defendants' profits even though Defendants knew that it would cause loss
10 and harm to Plaintiffs and those similarly situated.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs, on behalf of themselves, those similarly situated, and the
13 general public, respectfully requests that the Court enter judgment against Defendants as follows:

- 14 A. Certification of the proposed Class, including appointment of Plaintiffs' counsel as
15 class counsel;
- 16 B. An order temporarily and permanently enjoining Defendants from continuing the
17 unlawful, deceptive, fraudulent, and unfair business practices alleged in this
18 Complaint;
- 19 C. An award of restitution in favor of Plaintiffs and class members in an amount to be
20 determined at trial;
- 21 D. On Plaintiffs' third cause of action (for common law fraud, deceit and/or
22 misrepresentation), an award of compensatory damages, the amount of which is to be
23 determined at trial, and an award of punitive damages, also in an amount to be
24 determined at trial;
- 25 E. An order requiring Defendants to pay both pre- and post-judgment interest on any
26 amounts awarded;
- 27 F. For reasonable attorney's fees and the costs of suit incurred; and
- 28 G. For such further relief as this Court may deem just and proper.

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JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury.

Dated: December 17, 2021

GUTRIDE SAFIER LLP



Seth A. Safier, Esq.
100 Pine Street, Suite 1250
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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
TAMIKA MILLER and JULIANNE CHUANROONG, ET AL
(b) County of Residence of First Listed Plaintiff Contra Costa, CA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Seth Safier, SBN 197427, Gutride Safier LLP, 100 Pine St., #1250, San Francisco, CA 415-336-6545

DEFENDANTS
TRAVEL GUARD GROUP, INC., ET AL
County of Residence of First Listed Defendant PORTAGE, WI
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
4 4
5 5
6 6

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

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

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC § 1332
Brief description of cause:
Violation of consumer protection statutes; fraud

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ JURY DEMAND: Yes No

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

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
(San Francisco/Oakland, San Jose, Eureka-Mckinleyville)

DATE 12/16/2021 SIGNATURE OF ATTORNEY OF RECORD /s/Seth Safier/s/