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Terry McNally
By Stephanie Sosa, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN - METROPOLITAN DIVISION

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THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, vs. TRUSTED PARDON SERVICES, LLC, a California limited liability company; SCOTIA PARDONS, a business organization of unknown form; OMAR AKHTAR, an individual; ADIL JAVED, an individual; JAMIE JACKSON, an individual; and DOES 1 through 100, inclusive, Defendants.	**Case No.:** BCV-17-100694 KCDA File No. CF-5267 **COMPLAINT FOR CIVIL PENALTIES, RESTITUTION, INJUNCTION, AND OTHER RELIEF** [Exempt from filing fees under Govt. Code § 6103] [Verified answer required per C.C.P. § 446]

Plaintiff, the People of the State of California, by and through Lisa S. Green, District Attorney of the County of Kern, alleges the following on information and belief:

SUMMARY OF COMPLAINT

1. Defendants preyed on Canadian citizens with criminal records who wanted to have their record sealed or sought a "waiver" allowing them to enter the United States despite their record. Defendants falsely represented they were a "full-service company" that would do all of the work related to a customer's application to seal a criminal record or for a waiver to enter the United States.

2. Instead, **defendants took their customers' money and provided little or none of the promised services**. When customers called to check on their order's status or to cancel defendants' services, defendants concocted phony excuses about the lack of progress (e.g., lying about having sent the paperwork to the appropriate government agency) and refused to refund the customers' money. **With thousands of customers paying over $1,000 each on average, defendants have committed large-scale fraud.**

3. This action is brought under the Unfair Competition Law (Bus. & Prof. Code §§ 17200 et seq.) and the False Advertising Law (Bus. & Prof. Code §§ 17500 et seq.) to obtain restitution for the victims of defendants' fraud, civil penalties to punish and deter defendants from engaging in similar conduct in the future, injunctive relief to prevent such future wrongful conduct by defendants, and other equitable relief.

THE PARTIES

4. Lisa S. Green, as District Attorney of Kern County, acting to protect the public from unlawful, unfair, fraudulent, and deceptive business acts and practices, brings this action in the name of the People of the State of California.

5. Trusted Pardon Services, LLC (TPS) is a California limited liability company, which, from April 2012 and continuing through at least April 2016, conducted business in California, including Kern County. The California Franchise Tax Board has suspended TPS's powers, rights, and privileges due to TPS's failure to satisfy California's tax laws.

6. Scotia Pardons (Scotia) is a business organization of unknown form, which, at all times relevant to this complaint, has conducted business in California, including Kern County.

7. Omar Akhtar (Akhtar) is an individual, who, at all relevant times, is and was (a) a California resident; (b) a member and the Chief Executive Officer of TPS; (c) a principal of Scotia; and (d) engaged in business acts and practices within Kern County.

8. Adil Javed (Javed) is an individual, who, at all relevant times, is and was (a) a California resident; (b) a member and the manager of TPS; (c) a principal of Scotia; and (d) engaged in business acts and practices within Kern County.

9. Jaimie Jackson (Jackson) is an individual, who, at all relevant times through in or about August 2015 was the manager of sales for TPS, and from in or about August 2015 to a time unknown was the manager of sales for, and an employee of, Scotia. As a manager and employee of TPS and Scotia, Jackson has engaged in business acts and practices within Kern County at all times relevant to this complaint.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as Does 1 through 100, inclusive, presently are unknown to the People, who therefore sue these defendants by their fictitious names pursuant to Code of Civil Procedure section 474. At such time as the true names of aforesaid unknown defendants responsible in part or whole for the occurrences alleged herein are determined, the People will name said defendants in this action, and if necessary, pray leave from the court to amend this complaint accordingly.

11. Each defendant was the officer, manager, agent, employee, partner, co-conspirator, or representative of each of the remaining defendants, acting within the course and scope of said agency, employment, partnership, conspiracy, or representation, and each defendant has ratified and approved the actions of each of the other defendants alleged herein. In engaging in the conduct described below, defendants were all acting with the express or implied knowledge, consent, authorization, approval or ratification of their co-defendants such that all of the alleged unlawful conduct by any of the Defendants was approved and ratified by its/his/her co-defendants.

12. When, in this Complaint, reference is made to any act of defendants, such allegations shall be deemed to mean that the officers, directors, agents, employees, representatives of said defendants carried out, or authorized such acts, or recklessly or carelessly failed to adequately supervise, or control or direct their employees or agents while engaged in the management, direction, operation, or control of the affairs of said business or organization, and did so while acting within the course and scope of said agency, employment, partnership, or conspiracy.

13. Unless otherwise indicated specifically in this Complaint, any reference to "defendants" shall be read to include all defendants, including both named and fictitiously-named defendants. TPS and Scotia are collectively referred to as the "Businesses."

JURISDICTION AND VENUE

14. Lisa S. Green, District Attorney of Kern County, acting to protect the public from unfair, unlawful, fraudulent, and deceptive business practices brings this action in the public interest in the name of the People of the State of California pursuant to Business and Professions Code sections 17200 et. seq. and 17500 et seq., including sections 17204 and 17536. Beginning at least four years ago and continuing to a date unknown to the People but through at least April 2016, defendants, within Kern County, engaged in (a) unfair competition within the meaning of Business and Professions Code section 17200 by engaging in unlawful, unfair, and fraudulent business acts and practices, as well as unfair, deceptive, untrue, and misleading advertising, and (b) false advertising within the meaning of Business and Professions Code section 17500 et seq.

FACTUAL ALLEGATIONS

A. Akhtar and Javed Formed TPS in 2012.

15. In or about 2009, Akhtar and Javed began conducting business in Bakersfield under the name "Trusted Pardons," then "Trusted Pardon Services." In 2012, Akhtar and Javed formed "Trusted Pardon Services, LLC."

16. From its inception, Akhtar and Javed have been co-owners/members of TPS. Akhtar has served as TPS's chief executive officer, president, and agent for service of process, and Javed has been TPS's manager and chief operating officer. Through their ownership and status as officers of TPS, Akhtar and Javed controlled and managed TPS's daily operations, and they participated in, directed, authorized, or ratified the unlawful and fraudulent acts alleged herein.

B. TPS Advertised Its Services to Help Canadians with Criminal Records Seal or Purge Their Record, and to Gain Entry into the United States.

17. Under federal immigration laws, a Canadian citizen who has been convicted of certain crimes may not enter the United States without a Waiver of Inadmissibility issued by the Department of Homeland Security. (See, e.g., 8 U.S.C. § 1182(a)(2)(A)(i).) Under Canadian law, Canadians also may seek to have a criminal record sealed to make it inaccessible to the public (referred to as a "pardon" or "record suspension") or destroyed if the person was not convicted of the crime (a "purge").

18. While it was conducting business through at least April 2016, TPS advertised (e.g., through Facebook, Yelp!, and other means) that it would assist Canadian citizens in obtaining a

pardon/record suspension, purge, or Waiver of Inadmissibility to enter the United States. Prospective customers who saw the ads and wished to learn more about TPS's services would fill out an online form.

19. Sales personnel at TPS would then call the prospective customer in an effort to obtain the customer's business. In these conversations, sales personnel would make representations about the nature and quality of the Business' services, including that the business would provide extensive, high quality, and timely assistance in guiding the customer through the process of applying for a record suspension, purge, or entry waiver; selecting and completing the required forms; collecting and compiling necessary information (e.g., court records and police records); and forwarding the forms and other information to the appropriate government agency with any required fees.

C. <u>TPS's Purported Services Were a Fraudulent Sham</u>.

i. TPS's Sales Staff Routinely Lied to Prospective Customers and Engaged in Other Deceptive Practices.

20. Akhtar instructed TPS's sales staff to make the following representations—each of which was not true—in an effort to induce prospective customers to hire TPS:

a. TPS is a "full-service company," that will do "everything" required for the record suspension, purge, or entry waiver (except get the customer fingerprinted).

b. TPS's services are "100% guaranteed."

c. If TPS were hired, the customer's application would be completed and processed "within three months."

d. TPS is the only company "federally and provincially registered to do these applications."

21. If a customer agreed to hire TPS, the salesperson typically would email a contract to the customer and have the customer electronically sign the contract while the two were on the phone. Salespersons would not go over the contract terms with the customer, and often would lie and tell customers they were merely signing a consent form allowing TPS to work on the customer's account. If a customer hesitated or said they needed time to read the document, salespersons would pressure the customer by misrepresenting that taking the time to read the contract would result in a higher price because a discount (which did not actually exist) was only available that day. Many customers thus signed contracts without knowing what the contract said, and the process was so rushed and obfuscated

by the sales staff that some customers did not even realize they had electronically signed a contract. Neither the contract nor TPS's sales personnel disclosed to customers that TPS did not intend to perform the services it promised to perform.

22. Salespersons, as well as Akhtar himself, sometimes sold services the customer could not use. For example, TPS sold its records suspension service to several customers who were not eligible under the law to receive a records suspension.

23. TPS's fees varied based on how much the salesperson thought the prospective customer would agree to pay. During the initial sales call, the sales representative would ask a series of questions—e.g., What do you do for a living? How much do you make? Are you receiving government benefits, such as for a disability or unemployment?—on the pretext the information was needed to determine if the customer was eligible for a "subsidy" (i.e., discount) or to apply for a pardon. In reality, no such subsidies existed and the information was not used to determine eligibility; rather, the TPS salesperson was merely trying to gauge what the prospective customer would be willing and able to pay for TPS's services.

24. The compensation of sales representatives was based in part on commissions and sales incentives, thus creating a financial incentive for sales personnel to (i) misrepresent or omit material information to induce prospective customers to buy TPS's services, (ii) sell services the customer could not use; and (iii) charge as high a fee as the customer would accept.

25. TPS typically charged over $1,000 for each record suspension, purge, or entry waiver. Tax would be added to the base amount for TPS's services—even though TPS kept the purported sales tax and did not forward it to the taxing authority.

26. TPS would require its customers to pay the fees upfront (i.e., prior to the performance of TPS's services). If the credit card charge got denied, TPS personnel often would tell customers there was a "decline fee" (even though no such fee had been disclosed or agreed to by the customer), or that the customer needed to hurry and come up with the money some other way because the price was going to increase due to purported legislative changes (even though there were no such pending changes to the law).

27. If a customer, after paying, decided not to proceed with TPS's services, TPS would either refuse to refund the customer's money (even though TPS had not right to do so), or TPS would insist on a "cancellation" fee of $200 (even though such fee had never been disclosed or agreed to by the customer, and TPS had never intended to perform any services).

28. Once TPS collected upfront payment from its customers, it performed little, and in most cases, none, of the promised services. The business model created by Akhtar and Javed was to make a sale via misleading solicitations about TPS's services; collect as much money as possible from the customer; and then do little or no work for the customer.

ii. *TPS's "Customer Relations Success" Staff Routinely Lied to Customers and Engaged in Other Deceptive Practices.*

29. When customers called to check on the status of their file, TPS personnel (the ironically named "Client Relations Success" staff), would, at the direction or knowledge of Akhtar and Javed, routinely lie. Common lies included telling the customer:

a. TPS sent a request to the applicable Canadian court for the required court records (when, in fact, TPS had not done so).

b. TPS sent the completed paperwork to the government agency, e.g., the Parole Board of Canada or Department of Homeland Security (when in fact, TPS had not done so).

c. It was the *customer's* responsibility to do something, e.g., collect court records (when, in fact, it was actually *TPS's* responsibility to do so based on the representations made by the sales staff at the time of sale, including the representation that TPS was a "full-service company").

d. TPS had not received paperwork and other information sent by the customer because it purportedly got lost in the mail (when, in fact, TPS *had* received the paperwork but simply did not process it).

e. The *customer* had to pay filing fees to the government (even though TPS misled customers into believing the fees paid to TPS would cover all expenses).

f. The customer's contract with TPS had expired and a "reactivation" fee would have to be paid before TPS would perform any purportedly "additional" services

(even though an expiration date was never disclosed by the sales team, and the contract either had not expired according to its terms or had only expired due to *TPS's* failure to perform its promised services).

g. The customer was being transferred to a manager in response to the customer's request (when, in reality, the customer was merely transferred to another Client Relations staff person posing as a manager).

30. As to the "reactivation" fee referenced above in paragraph 29.f, Client Relations staff were instructed to charge as much as they could get from the customer, so long as it was at least $125. The most common amount charged was $499. If the customer balked at paying that amount, the Client Relations staff would offer phony "subsidies" as a pretext for lowering the price. Sometimes, if they thought they could get away with it, the Client Relations staff would charge a separate reactivation fee for each application the customer had hired TPS to submit.

31. In dealing with a customer, the Customer Relations staff also would try to convince the customer to add a service. For example, if TPS was originally hired to submit an application for a records suspension, the Customer Relations representative would try to convince the customer to hire TPS to handle an entry waiver application as well. Customer Relations staff would induce customers to add a service by promising to "expedite" the processing of the application by the Parole Board (even though TPS had no intention or ability to expedite the Parole Board's processing time).

32. As to reactivation fees and add-on service charges related to entry waivers, the Customer Service representative would tell the Canadian customer the amount charged had to be processed in United States dollars because TPS had a United States location that "specialized" in handling entry waivers. This representation deceived customers into believing TPS was a large entity with multiple locations in the United States and Canada that specialized in certain services. In reality, TPS had a single "boiler-room" office in Bakersfield, California that did not specialize in entry waivers or any other service offered by TPS.

33. The Customer Relations staff charged reactivation fees and solicited add-on services knowing TPS did not intend to perform any services for the customer. Indeed, Akhtar and Javed handpicked their Customer Relations personnel based on those employees' abilities to lie, make up

phony excuses ad hoc, and persuade customers to pay even more money to TPS (e.g., reactivation fees and charges for add-on services). TPS had several thousand customers within the last four years, some of whom paid over $3,000 total to TPS in fees for TPS's purported services, reactivation fees, and other charges.

iii. *TPS Refused to Refund the Money It Swindled from Customers.*

34. TPS, with the knowledge, control, and in some cases, direct participation, of Akhtar and Javed, refused to refund the money it accepted from its customers, even though TPS had not performed the services it promised in exchange for that money, and even though some versions of TPS's customer contract stated customers *were* entitled to a refund. Similar to how they handled status inquiries, the Customer Relations staff, as well as Akhtar, would routinely lie about the purported reasons why the customer was not entitled to a refund, never revealing to the customer that TPS had not performed, and never intended to perform, its promised services.

35. Akhtar and Javed incentivized the Customer Relations staff to lie, as such staff's compensation was based in part on "funds saved" for the company—i.e., convincing a customer to pay reactivation or other fees would increase the employee's pay, while refunding money would decrease the employee's pay.

D. <u>Jaimie Jackson Personally Participated in, and Aided and Abetted, TPS's Unlawful Acts</u>.

36. Jaimie Jackson worked for TPS for several years from a date unknown until in or about August 2015. During her employment with TPS, Jackson worked as a sales representative and then became the manager of the sales personnel. Jackson's duties also included responding to customers' status inquiries and demands for refunds.

37. As a sales representative and manager, Jackson personally participated in the conduct described above in paragraphs 19-34, including lying to prospective customers about the nature and quality of TPS's services; inducing customers to hire TPS and pay upfront fees knowing that TPS had no intent to perform its promised services; lying to customers who inquired about the status of the work on their matter; inducing customers to pay additional fees to TPS (e.g., reactivation fees and add-on charges); and lying to customers about the reasons why they were not entitled to a refund. Indeed, Jackson came up with, and was the first one to use, several of the lies to customers alleged herein.

38. In her role as manager, and in working in concert with Akhtar and Javed, Jackson trained other employees to induce prospective customers to hire TPS by lying about the nature and quality of TPS's services and to withhold the fact that TPS did not intend to perform its promised services; lie to customers about the status of their order; induce customers to pay reactivation fees and charges for add-on services; and lie to customers about the reasons why they were not entitled to a refund. Jackson oftentimes ran company meetings in which she instructed employees to following company "policy and procedure" (i.e., swindle money from customers).

39. In performing these acts, Jackson, as well as Akhtar and Javed, personally participated in, and aided and abetted, TPS's unlawful, unfair, and fraudulent business acts and practices, and TPS's false and misleading advertising. In exchange for participating in and aiding TPS's scheme to defraud customers, TPS paid very substantial compensation to Jackson from the money TPS had received from its victims.

E. <u>Akhtar and Javed Formed Scotia in 2015, with Jackson Being the Key Employee, to Carry On the Same Wrongful Conduct as TPS</u>.

40. Several TPS employees did not like working with Jackson. Jackson, however, was making a lot of money for Akhtar and Javed because she was TPS's "best" employee at swindling money from customers.

41. In or about August 2015, Akhtar and Javed formed Scotia, and transferred Jackson from TPS to Scotia. Scotia's office was on the same floor in the same building as TPS's office, and Scotia adopted the same business model as TPS (i.e., advertise online; collect payment upfront from customers; do not perform the promised services; attempt to obtain more money from customers; and do not refund the customers' money).

42. Jackson basically operated as a one-person TPS—she made the sales pitch to customers; collected their upfront payments; later attempted to persuade customers to pay more money to Scotia (e.g., reactivation fees and add-on services); and lied to customers when they inquired about the status of their order or sought a refund. Jackson engaged in such conduct with the knowledge and at the direction of Akhtar and Javed.

43. In performing these acts, Jackson, as well as Akhtar and Javed, personally participated in, and aided and abetted, Scotia's unlawful, unfair, and fraudulent business acts and practices, and TPS's

false and misleading advertising. In exchange for participating in and aiding Scotia's scheme to defraud customers, Scotia paid very substantial compensation to Jackson from the money Scotia had received from its victims.

F. Defendants Unlawfully Recorded Phone Calls with Customers.

44. During all times that they conducted business, TPS and Scotia used or caused to be used recording equipment on their telephone lines. This equipment recorded each phone conversation the Businesses' employees had with customers (actual or prospective) and non-customers. Such phone conversations constitute confidential communications.

45. The Businesses did not inform the other participants that their phone conversations were being recorded, nor did the Businesses otherwise obtain the other participants' consent to record the phone conversations.

46. Akhtar, Javed, and Jackson personally participated in, and aided and abetted, the Businesses' recording of phone conversations with their customers.

47. The Businesses' recording of confidential communications without the consent of the other participants in the phone conversations violates Penal Code sections 632 and 632.7.

FIRST CAUSE OF ACTION
Violations of Business and Professions Code Section 17500
(Against All Defendants)

48. Plaintiff realleges and incorporates by reference paragraphs 1 through 47 as though fully set forth in this cause of action.

49. Within three years of discovery by the Kern County District Attorney of the facts constituting grounds for commencing this action, Defendants, and each of them, have made, aided and abetted, and conspired to make untrue or misleading statements with the intent to induce members of the public to purchase Defendants' services, as described in paragraphs 19 through 43 and in violation of Business and Professions Code section 17500. Defendants' untrue or misleading representations and omissions include, but are not limited to, the following:

a. Defendants will perform those services described in paragraphs 18-19 if hired by the customer (when, in fact, Defendants had no intention of performing such services).

b. Defendants will perform those services described in paragraphs 18-19 in a timely manner.

c. Defendants will perform those services described in paragraphs 18-19 in a skilled, competent, and diligent manner.

d. TPS is a "full-service company," that will would do "everything" required for the record suspension, purge, or entry waiver requested by the customer, except get the customer fingerprinted.

e. TPS's services are "100% guaranteed."

f. If TPS were hired, the customer's application would be completed within three months.

g. TPS is the only company "federally and provincially registered" to assist with and submit applications for record suspensions, purges, and entry waivers.

h. Soliciting TPS's records suspension services to certain customers without disclosing those customers were not eligible under the law to receive a records suspension.

i. Not disclosing the terms of the contract with the customer, and pressuring the customer to electronically sign the contract without reading it while on the phone with a salesperson.

j. Not disclosing to customers that their electronic signature was for a contract specifying the terms and conditions of TPS's services.

k. Defendants are working on the customer's order.

l. Defendants had sent a request for records to the applicable courts and law enforcement agencies.

m. Defendants had sent the completed application and related paperwork to the appropriate government agency.

n. The customer, rather than TPS, was required to gather certain information.

o. The contract between TPS and the customer had expired, and a reactivation fee was required before Defendants would perform any purportedly "additional" work.

p. Promising to "expedite" the processing of the application by the Parole Board of Canada if the customer bought an additional service from TPS.

q. The customer, rather than TPS, needed pay the government filing fees.

r. TPS needed to collect sales tax from the customer.

s. Telling the customer he was not entitled to a refund.

t. Telling the customer she was being transferred to a manager.

50. At the time of making the representations set forth in the preceding paragraph, Defendants knew, or by the exercise of reasonable care should have known, that the representations were untrue or misleading. In doing so, Defendants engaged in false or misleading advertising in violation of Business and Professions Code sections 17500 et seq.

SECOND CAUSE OF ACTION
Violations of Business and Professions Code Section 17200
(Against All Defendants)

51. Plaintiff realleges and incorporates by reference paragraphs 1 through 50 as though fully set forth in this cause of action.

52. Within four years of the filing of this action and continuing through at least April 2016, Defendants, and each of them, have engaged in, aided and abetted, and conspired to engage in acts or practices that constitute unfair competition as defined in Business and Professions Code section 17200. Such acts or practices include, but are not limited to, the following:

a. Failing to perform on the promises, made in exchange for upfront fees from customers, that the Businesses would help obtain criminal record suspensions or purges, or entry waivers into the United States. Defendants did little or nothing to help customers.

b. Requiring, after the Businesses failed to perform their initially promised services, that customers pay a reactivation fee before the Businesses would provide any "additional" help in obtaining criminal record suspensions or purges, or entry waivers into the United States. Similar to the upfront fees, Defendants did little or nothing to help customers after the reactivation fees were paid.

c. Requiring customers to pay government filing fees, even though these fees were supposed to be included in the upfront fees paid by the customers.

d. Failing to send to the appropriate government taxing authorities the sales tax collected from customers and entrusted with Defendants.

e. Refusing to refund money provided by customers.

f. Violating Penal Code section 487 by taking money of a value exceeding $950 from consumers by theft.

g. Violating Penal Code section 532 by knowingly and designedly obtaining consumers' money by false or fraudulent representations or pretenses.

h. Pressuring customers to electronically sign contracts while on the phone with a salesperson without giving the customer an opportunity to read the contract.

i. Making false and misleading statements of fact concerning the reasons for, existence of, and amounts of price reductions in violation of Civil Code section 1770(a)(13).

j. Misrepresenting the standard and quality of the Businesses' services in violation of Civil Code section 1770(a)(7).

k. Misrepresenting the rights or obligations that would be conferred via the customers' transactions with the Businesses in violation of Civil Code section 1770(a)(14).

l. Inserting unconscionable provisions in the customers' contracts with the Businesses in violation of Civil Code section 1770(a)(19).

m. Violating Penal Code sections 632 and 632.7.

n. Violating California tax laws, which resulted in the California Franchise Tax Board suspending TPS's powers, rights, and privileges.

o. Making the material misrepresentations and omissions described in paragraphs 19 through 43.

p. Violating Business and Professions Code section 17500, as described in paragraphs 49 through 50.

PRAYER

WHEREFORE, plaintiff demands judgment against Defendants, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION (False Advertising Law):

1. That, under the authority of Business and Professions Code section 17535, Defendants, their successors, agents, representatives, employees, assigns, and all persons who act in concert with Defendants be permanently enjoined from making any untrue or misleading statements in violation of Business and Professions Code section 17500 (including the untrue or misleading statements alleged in this Complaint).

2. That, under the authority of Business and Professions Code section 17535, the Court make such orders or judgments as may be necessary (including preliminary injunctive and ancillary relief) to prevent the use or employment by any Defendant of any practice that violates Business and Professions Code sections 17500 et seq., or which may be necessary to restore to any person in interest any money or property that may have been acquired by means of any practice that violates Business and Professions Code sections 17500 et seq., in an amount according to proof but not less than $1,250,000.

3. That, under the authority of Business and Professions Code section 17536, the Court assess a civil penalty of $2,500 against each Defendant, jointly and severally, for each violation of Business and Professions Code sections 17500 et seq., in an amount according to proof but not less than $3,125,000.

ON THE SECOND CAUSE OF ACTION (Unfair Competition Law):

4. That, under the authority of Business and Professions Code section 17203, Defendants, their successors, agents, representatives, employees, assigns, and all persons who act in concert with

Defendants be permanently enjoined from engaging in unfair competition as defined in Business and Professions Code section 17200 (including the acts and practices alleged in this Complaint).

5. That, under the authority of Business and Professions Code section 17203, the Court make such orders or judgments as may be necessary (including preliminary injunctive and ancillary relief) to prevent the use or employment by any Defendant of any practice that constitutes unfair competition as defined in Business and Professions Code section 17200 et seq., or as may be necessary to restore to any person in interest any money or property that may have been acquired by means of such unfair competition, in an amount according to proof but not less than $1,250,000.

6. That, under the authority of Business and Professions Code section 17206, the Court assess a civil penalty of $2,500 against each Defendant, jointly and severally, for each violation of Business and Professions Code sections 17200 et seq., in an amount according to proof but not less than $3,125,000.

7. That, under the authority of Business and Professions Code section 17206.1, the Court assess an additional civil penalty of $2,500 against each Defendant, jointly and severally, for each violation of Business and Professions Code sections 17200 et seq. perpetrated against a senior citizen or disabled person, in an amount according to proof but not less than $312,500.

ON EACH CAUSE OF ACTION:

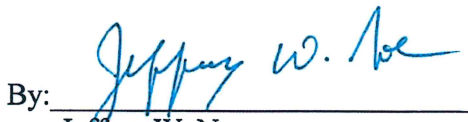
8. For costs of suit incurred herein.

9. For reasonable expenses incurred in the investigation and prosecution of this action, including an award of attorneys' fees where permitted by statute.

10. For such other and further relief as the court may deem just, proper, or equitable.

Dated: March 29, 2017

LISA S. GREEN
District Attorney



By: _____
Jeffrey W. Noe,
Deputy District Attorney