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11 Attorneys for AFFINITY INSURANCE
SERVICES INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 LANCE JOHNSON, individually and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 AFFINITY INSURANCE SERVICES
20 INC., WHICH WILL DO BUSINESS
IN CALIFORNIA AS AON AFFINITY
21 INSURANCE SERVICES, INC.;
VIRGINIA SURETY COMPANY,
22 INC., and DOES 1-10 Inclusive,

23 Defendants.
24
25
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27
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Case No. 2:20-cv-07020

NOTICE OF REMOVAL

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that Defendant Affinity Insurance Services, Inc.
3 dba Aon Affinity Insurance Services Inc. (“Affinity”) hereby removes the above-
4 captioned matter, commenced as Case Number 20STCV22641 in the Superior Court
5 of the State of California for the County of Los Angeles (the “Action”), to the
6 United States District Court for the Central District of California, pursuant to 28
7 U.S.C. §§ 1332(d), 1441, 1446, and 1453. In support of its Notice of Removal,
8 Affinity states the following:

9 1. On June 11, 2020, Plaintiff Lance Johnson, individually and on behalf
10 of a putative class, filed the Action in the Superior Court of the State of California
11 for the County of Los Angeles against Affinity and Virginia Surety Company, Inc.
12 (“Virginia Surety”) (collectively, “Defendants”).

13 2. At the earliest, Plaintiff first served Affinity with a summons and a
14 copy of the Complaint on July 22, 2020. This removal petition is therefore timely
15 under 28 U.S.C. § 1446(b).

16 3. Plaintiff asserts claims for (1) violation of California’s Unfair
17 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) breach of
18 contract; and (3) bad faith breach of an insurance contract. Plaintiff seeks an order
19 requiring Defendants to “engage in corrective advertising” regarding the insurance
20 products at issue. Compl. ¶¶ 97; Prayer D. Plaintiff also seeks, *inter alia*,
21 compensatory damages, punitive damages, statutory enhanced damages, and
22 attorneys’ fees and costs. Prayer ¶¶ C–H.

23 4. The Action is a putative class action over which this Court has original
24 jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A) (the “Class Action Fairness Act”
25 or “CAFA”). It is (i) a class action; (ii) in which at least one member of the putative
26 class of plaintiffs is a citizen of a state different from that of a Defendant; (iii) the
27 number of members of the putative class of plaintiffs is not less than 100; and (iv)
28 the amount allegedly in controversy exceeds \$5,000,000, exclusive of interest and

1 costs. *See* 28 U.S.C. § 1332(d)(2), (d)(5)(B). Because the Action meets CAFA’s
2 requirements, it may be removed to this Court under the provisions of 28 U.S.C.
3 §§ 1446 and 1453.

4 5. Where CAFA’s requirements are met, as they are here, CAFA permits
5 any defendant to remove unilaterally “without the consent of all defendants.” *See*
6 28 U.S.C. § 1453(b); *see also United Steel v. Shell Oil Co.*, 549 F.3d 1204, 1208–
7 1209 (9th Cir. 2008). In addition, Affinity’s co-defendant Virginia Surety need not
8 join or consent to Affinity’s notice of removal because it appears that Virginia
9 Surety has not yet been served in the state court action. *See Salvesson v. W. States*
10 *Bankcard Ass’n*, 731 F.2d 1423, 1429 (9th Cir. 1984).

11 **CAFA’s Requirements for Removal Are Satisfied**

12 6. Covered Class Action. A case satisfies CAFA’s class action
13 requirement if it is “filed under Rule 23 of the Federal Rules of Civil Procedure or
14 similar State statute . . . authorizing an action to be brought by 1 or more
15 representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B). The Action
16 satisfies this definition, because Plaintiff brings his suit “as a class action pursuant to
17 California [Civil Code] § 382,” Compl. ¶ 8, which is California’s equivalent to Rule
18 23 of the Federal Rules of Civil Procedure. *See Baumann v. Chase Inv. Serv. Co.*,
19 747 F.3d 1117, 1121 (9th Cir. 2014) (referring to Cal. Civ. Code § 382 as “the
20 California class action statute”).

21 7. Diversity. The diversity requirement of § 1332(d) is satisfied if at least
22 one putative class member is a citizen of a different state than at least one defendant.
23 28 U.S.C. § 1332(d)(2)(A). Here, Plaintiff is a citizen of California, and Affinity is
24 a citizen of Pennsylvania, where it is incorporated and headquartered. Compl.
25 ¶¶ 11, 13. CAFA’s diversity requirement is therefore satisfied. Furthermore,
26 Plaintiff purports to bring the Action on behalf of “[a]ll consumers who, between the
27 applicable statute of limitations and the present, purchased trip protection/insurance
28 policies guaranteed by” either Affinity or Virginia Surety “and were denied

1 coverage.” Compl. ¶ 47. So defined, the class includes members nationwide, and
 2 CAFA’s diversity requirement is satisfied.

3 8. The Putative Class Exceeds 100 Members. Plaintiff alleges “the
 4 proposed class is composed of thousands of persons,” exceeding CAFA’s 100-
 5 member requirement. Compl. ¶ 55; 28 U.S.C. § 1332(d)(5)(B).

6 9. Amount in Controversy. CAFA’s amount in controversy requirement
 7 is met if the claims of individual class members, when aggregated, exceed
 8 \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2), (6). That is the
 9 case here.¹ As noted, Plaintiff brings the Action on behalf of a putative class
 10 consisting of “[a]ll consumers who, between the applicable statute of limitations and
 11 the present, purchased trip protection/insurance policies guaranteed by” either
 12 Affinity or Virginia Surety “and were denied coverage.” Compl. ¶ 47. The
 13 applicable statute of limitations for Plaintiff’s claims is four years. *Aryeh v. Canon*
 14 *Bus. Sols., Inc.*, 55 Cal. 4th 1185, 1193 (2013) (UCL); *Gilkyson v. Disney*
 15 *Enterprises, Inc.*, 244 Cal. App. 4th 1336, 1341 (2016) (breach of contract);
 16 *Hewlett-Packard Co. v. ACE Prop. & Cas. Ins. Co.*, 2009 WL 10694998, at *3
 17 (N.D. Cal. Jan. 30, 2009), *aff’d*, 378 F. App’x 658 (9th Cir. 2010) (bad faith breach
 18 of insurance contract).² In the four years preceding this Action, Affinity has denied
 19 over 25,000 claims. The \$5,000,000 amount in controversy would be satisfied if the
 20 average claim paid during this period was as little as \$200 per claim, and in fact the
 21

22 _____
 23 ¹ An evidentiary showing of the amount in controversy is unnecessary to support a
 24 notice of removal. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S.
 25 81, 87 (2014) (“[T]he defendant’s amount-in-controversy allegation should be
 26 accepted when not contested by the plaintiff or questioned by the court.”). The
 27 notice of removal need include no more than a “plausible assertion” that the amount
 28 in controversy exceeds CAFA’s jurisdictional requirements. *Ibarra v. Manheim*
Invs., Inc., 775 F.3d 1193, 1197–98 (9th Cir. 2015).

² To the extent Plaintiff’s bad faith breach of insurance contract claim is premised
 on a tort theory, the applicable statute of limitations is two years. *Id.*

1 average claim paid during that period is far greater. If one assumes that the value of
2 granted and denied claims are comparable, the amount in controversy more than
3 plausibly exceeds \$5,000,000.

4 10. In addition, the value of any injunctive relief—including requiring
5 Affinity to engage in corrective advertising—as well as the amount of any attorneys’
6 fees award, are included within the amount in controversy, further ensuring that the
7 \$5,000,000 figure is easily satisfied here. *See Gonzales v. CarMax Auto*
8 *Superstores, LLC*, 840 F.3d 644, 648–49 (9th Cir. 2016) (“[T]he amount in
9 controversy includes, *inter alia*, damages (compensatory, punitive, or
10 otherwise) and the cost of complying with an injunction, as well as attorneys’ fees
11”); *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir. 2002); *Perez v. Nidek*
12 *Co. Ltd.*, 657 F. Supp. 2d 1156, 1162 (S.D. Cal. 2009).³

13 11. No CAFA Exceptions. The Action does not fall within any exclusion
14 to removal jurisdiction recognized by 28 U.S.C. § 1332(d).

15 **Other Procedural Requirements for Removal Are Satisfied**

16 12. Removal to Proper Court. This Court is part of the “district and
17 division embracing the place where” the Action was filed—that is, Los Angeles
18 County, California. 28 U.S.C. § 1446(a).

19 13. Pleadings and Process. As required by 28 U.S.C. § 1446(a), attached as
20 Exhibit A is “a copy of all process, pleadings, and orders served upon” Affinity in
21 the Action.

22 14. Filing and Service. A copy of this Notice of Removal is being filed
23 with the Clerk of the Superior Court of the State of California for the County of Los
24 _____

25 ³ In asserting that the amount in controversy requirement is met here, Affinity of
26 course does not concede that Plaintiff’s claims have merit or that the putative class
27 ultimately would be entitled to any amount of monetary relief. *See Lewis v. Verizon*
28 *Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (“The amount in controversy is
simply an estimate of the total amount in dispute, not a prospective assessment of
defendant’s liability.”).

1 Angeles, and is being served on all counsel of record, consistent with 28 U.S.C.
2 § 1446(d). The Superior Court of the State of California for the County of Los
3 Angeles is located within this district.

4 15. No Waiver or Admission. This Notice of Removal is filed for the
5 purpose of establishing jurisdiction only. Affinity denies the allegations and
6 damages claimed in the Complaint and files this Notice without waiving any
7 defenses, exceptions, or obligations that may exist in its favor in either state or
8 federal court. Nothing in this Notice constitutes an admission of any of the
9 allegations in the Complaint, including whether Plaintiff is entitled to bring this case
10 as a class action or recover any relief whatsoever as a result of his claims.

11 BASED ON THE FOREGOING, Affinity hereby removes this Action, now
12 pending in the Superior Court of the State of California for the County of Los
13 Angeles, Case Number 20STCV22641, to the United States District Court for the
14 Central District of California.

15
16 DATED: August 5, 2020

MUNGER, TOLLES & OLSON LLP

17
18
19 By: /s/ Mark B. Helm
20 MARK B. HELM
21 Attorneys for AFFINITY INSURANCE
22 SERVICES INC.
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EXHIBIT A

ORIGINAL

SUM-100

SUMMONS (CITACION JUDICIAL) BY FAX

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

FILED Superior Court of California County of Los Angeles

JUN 11 2020

Sherri R. Carter, Executive Officer/Clerk of Court By Isaac Lopez Deputy

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Affinity Insurance Services, Inc. Which Will Do Business In California As Aon Affinity Insurance Services, Inc. (Additional parties attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

LANCE JOHNSON, individually, and on behalf of all others similarly situated.

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: (El nombre y dirección de la corte es): Stanley Mosk Courthouse 111 N. Hill St., Los Angeles CA 90012

CASE NUMBER: (Número del Caso):

20STCV22641

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Todd M. Friedman, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 323-306-4234

DATE: (Fecha)

JUN 11 2020

SHERRI R. CARTER

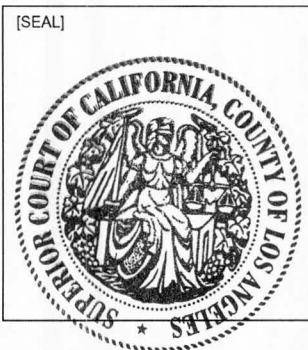
Clerk, by (Secretario)

[Signature]

, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- 1. [] as an individual defendant.
2. [] as the person sued under the fictitious name of (specify):
3. [] on behalf of (specify):
under: [] CCP 416.10 (corporation) [] CCP 416.60 (minor)
[] CCP 416.20 (defunct corporation) [] CCP 416.70 (conservatee)
[] CCP 416.40 (association or partnership) [] CCP 416.90 (authorized person)
[] other (specify):
4. [] by personal delivery on (date):

06/16/2020

SUM-200(A)

SHORT TITLE: Johnson v. Affinity Insurance Services, Inc. et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

Virginia Surety Company, Inc.; and DOES 1-10 Inclusive,

Page _____ of _____

Page 1 of 1

06/16/2020

<p>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p>FILED Superior Court of California County of Los Angeles 06/11/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u> I. Lovo </u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: 20STCV22641</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Elihu M. Berle	6					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **Sherri R. Carter, Executive Officer / Clerk of Court**

on 06/16/2020
(Date)

By I. Lovo, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

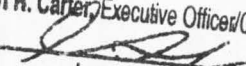
***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

JUN 11 2020

Sherri R. Carter Executive Officer/Clerk of Court
By  Deputy
Isaac Lovv

1 Todd M. Friedman (SBN 216752)
2 Meghan E. George (SBN 274525)
3 LAW OFFICES OF TODD M. FRIEDMAN, P.C.
4 21550 Oxnard St. Suite 780,
5 Woodland Hills, CA 91367
6 Phone: 323-306-4234
7 Fax: 866-633-0228
8 tfriedman@toddfllaw.com
9 mgeorge@toddfllaw.com
10 Attorneys for Plaintiff, LANCE JOHNSON

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 LANCE JOHNSON, individually, and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 AFFINITY INSURANCE SERVICES,
19 INC. WHICH WILL DO BUSINESS IN
20 CALIFORNIA AS AON AFFINITY
21 INSURANCE SERVICES, INC.;
22 VIRGINIA SURETY COMPANY, INC.;
23 and DOES 1-10 Inclusive,

24 Defendant(s).

Case No. **20STCV22641**

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*).
- (2) Breach of Contract
- (3) Bad Faith Breach of Insurance Contract

Jury Trial Demanded

BY FAX

06/16/2020

1 Plaintiff LANCE JOHNSON (“Plaintiff”), individually and on behalf of all others
2 similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant AFFINITY
5 INSURANCE SERVICES, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AON
6 AFFINITY INSURANCE SERVICES, INC. (hereinafter “Defendant”) to stop Defendant’s
7 practice of falsely advertising and selling travel insurance/trip protection plans that they have
8 no intention of honoring and to obtain redress for a class of consumers (“Class Members”) who
9 were misled, within the applicable statute of limitations period, by Defendant.

10 2. Plaintiff brings this class action Complaint against Defendant VIRGINIA
11 SURETY COMPANY, INC. (hereinafter “Defendant”) to stop Defendant’s practice of falsely
12 advertising and selling travel insurance/trip protection plans that they have no intention of
13 honoring and to obtain redress for a class of consumers (“Class Members”) who were misled,
14 within the applicable statute of limitations period, by Defendant.

15 3. Defendants advertised, promoted, and included certain travel protections to
16 consumers through travel agencies and cruise ships to induce them to purchase travel insurance
17 and protection (“the Class Products”), whereby if there was a trip interruption, Defendants
18 would reimburse Plaintiff for his losses.

19 4. Insurance is of particular value to consumers because they provide a guarantee
20 of the value of a good after it is purchased, and protection for that good if certain unexpected
21 contingencies occur. This is particularly true for trip insurance, where trips and excursions are
22 purchased well in advance of the time of a trip, and unexpected occurrences that can result in a
23 trip interruption are common.

24 5. Defendants misrepresented to Plaintiff and others similarly situated by failing to
25 disclose in either in the contract itself that Defendants would not honor the represented trip
26 protections with which the parties contracted to provide.

27 6. Defendants’ misrepresentations to Plaintiff and others similarly situated induced
28

08/16/2020

1 them to purchase Defendant’s Class Products.

2 7. Defendants took advantage of Plaintiff and similarly situated consumers unfairly
3 and unlawfully.

4 **JURISDICTION AND VENUE**

5 8. This class action is brought pursuant to California Code of Civil Procedure § 382.
6 All causes of action in the instant complaint arise under California Statutes.

7 9. This Court has personal jurisdiction over Defendants, because Defendants sell
8 insurance, advertise insurance policies, and market to consumers in the State of California.

9 10. This matter is properly venued in the Superior Court of the State of California
10 for the County of Los Angeles because Defendant does business within the state of California
11 and the County of Los Angeles, and a significant portion, if not all, of the conduct giving rise
12 to Plaintiff’s claims happened here.

13 **THE PARTIES**

14 11. Plaintiff LANCE JOHNSON is a citizen and resident of the State of California,
15 County of Los Angeles.

16 12. Defendant VIRGINIA SURETY COMPANY, INC. is a corporation that does
17 business in California, including Los Angeles County, that is incorporated in Illinois.

18 13. Defendant AFFINITY INSURANCE SERVICES, INC. WHICH WILL DO
19 BUSINESS IN CALIFORNIA AS AON AFFINITY INSURANCE SERVICES, INC. is a
20 corporation that does business in California, including Los Angeles County, that is incorporated
21 in Pennsylvania.

22 14. Plaintiff alleges, on information and belief, that Defendants’ sell insurance
23 throughout California, by means of, at the very least, the internet.

24 15. Plaintiff is informed and believes, and thereon alleges, that at all time relevant,
25 Defendants’ sales of products and services are governed by the controlling law in the state in
26 which they do business and from which the sales of products and services, and the allegedly
27 unlawful acts occurred, which is California.

28

08/15/2020

1 is advertised by Defendant Aon through and in conjunction with the ticket agency that sold the
2 cruise to Plaintiff. Defendant and ticket agency's promotions strongly encourage the purchase
3 of travel protection insurance at the time of shore excursion and cruise vacation purchases.

4 22. The insurance policy/contract for the Defendant Aon, which was printed and
5 distributed thereon by Defendant Aon, stated that the purchase of travel protection insurance
6 included the following trip interruption protection: The Company will reimburse You, up to the
7 Maximum Benefit shown on the Confirmation of Coverage, if You join Your Trip after
8 departure or are unable to continue on the covered Trip due to any of the following reasons that
9 are Unforeseen and takes place after departure: Your Sickness, *Accidental Injury* or death, that
10 results in medically imposed restrictions as certified by a Physician at the time of Loss
11 preventing your continued participation in the Trip." Defendant's policy further stated that, "We
12 will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits,
13 for unused, prepaid non-refundable Payments or Deposits for Your land or water Travel
14 Arrangements."

15 23. Plaintiff purchased the trip protection insurance from Defendant Aon in reliance
16 on the aforementioned representations, namely that Defendant would provide the trip protection
17 services that it represents that it would provide in its advertisements and promotional materials.

18 24. Similarly, Plaintiff obtained a Citibank credit card, and used that card to purchase
19 his cruise based on the advertisement of travel benefits by Defendant Virginia Surety. Plaintiff
20 would not have used the credit card issued by Citibank to purchase his cruise tickets if he had
21 known that Defendant Virginia Surety was falsely advertising the trip protection benefits.

22 25. On March 6, 2019, Plaintiff and his wife flew to Santiago, Chile to prepare to
23 board their cruise ship. After the 17-hour flight, while disembarking, the Plaintiff's wife felt
24 severe pain in her foot. Plaintiff and his wife quickly reported to the Princess Cruise ship
25 physician, who told Plaintiff that she needed to stay off of her feet, and was relegated to a
26 wheelchair not only for the duration of the 17-day cruise, but for the next month after Plaintiff
27 and his wife had returned home due to soft tissue damage in her foot.

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1 26. Needless to say, Plaintiff and his wife, due to the medical condition of the
2 Plaintiff's wife, were unable to engage in the three-day, \$5000 shore excursion hike to Machu
3 Pichu in the Andes mountains.

4 27. Princess Cruises urged Plaintiff and his wife to cancel their excursion, and
5 informed them that due to the amount of walking and hiking involved, there was simply no way
6 that Plaintiff's wife would be able to do the excursion in her current medical condition, as she
7 was wheelchair bound.

8 28. Plaintiff and his wife were unable to attend the Machu Pichu shore excursion
9 because of her injury and medical condition, per the instructions of Princess Cruise ship's Shore
10 Excursion department, and their ship physician.

11 29. Thereafter, upon Plaintiff's return to Los Angeles, he requested reimbursement
12 for the ship excursion under Defendant Aon's trip protection policy.

13 30. Despite their clear representations and advertisements as to trip insurance for
14 unforeseen medical accidents/conditions, Defendant Aon refused to reimburse Plaintiff for the
15 pre-paid, non refundable shore excursion, despite documentation from the ship physician of
16 Plaintiff's injury and clear inability to hike in the Andes mountains, and despite their clear
17 representations that this was a covered incident. Every time Plaintiff challenged AON's
18 pretextual reasons for declining the claim, they did not defend their position but instead came
19 up with another, different, pretextual reason. They did this at least four times, and many of the
20 "excuses" they used, were in fact, false (such as claiming that Plaintiff did not purchase shore
21 excursion tickets at the same time of purchasing the cruise tickets, which was decidedly false.).

22 31. Plaintiff thereafter sought reimbursement through Citibank's travel protection
23 policy issued through Defendant Virginia Surety. Despite Defendant Virginia's clear and
24 explicit travel protection benefits within the policy that that Plaintiff purchased, Defendant
25 Virginia refused to reimburse Plaintiff for the non-refundable, pre-paid shore excursion because
26 he did not get in writing from the doctor that they should not go on the shore excursion, even
27 though the doctor verbally informed them of the same.

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1 32. Defendants' knowledge of the fact that Plaintiff and similarly situated consumers
2 could not reap the benefits of the insurance policies is demonstrated by the fact that when
3 Plaintiff attempted to make a clearly qualified claim under the trip insurance policies,
4 Defendants refused to honor the written policies that were advertised to the Plaintiff.

5 33. Defendant Aon later claimed that shore excursions were not covered by its
6 policy, a fact that, if true, was clearly omitted from the insurance policy/contracts that
7 consumers who purchase trip insurance would need to know.

8 34. Plaintiff had no reasonable way of knowing that his non-refundable shore
9 excursion would not be covered by Defendants' trip and travel protection policies, because the
10 policies specifically stated that qualifying incidents would be covered, i.e., Plaintiff had no
11 reasonable opportunity to find out that Defendants would not honor the policy.

12 35. Defendants were aware that Plaintiff could not have reasonably known that it
13 would not honor the policy.

14 36. Had Plaintiff known that Defendants would not honor the insurance policies as
15 represented, Plaintiff would not have purchased the trip protection insurance from Defendant
16 Aon, prepaid for non-refundable shore excursions, or used the credit card issued by Citibank
17 with the travel protection policy guaranteed by Virginia Surety. Rather, Plaintiff would have
18 considered purchasing a different type of trip, not purchasing travel insurance at all, and not
19 pre-paying for any non-refundable trip expenses.

20 37. Plaintiff was significantly emotionally and financially upset by Defendants'
21 refusals to honor their trip insurance policies as advertised.

22 38. Such sales tactics employed on Defendants rely on falsities and have a tendency
23 to mislead and deceive a reasonable consumer, such as using such broad general terms as
24 "covers trip interruptions and medical problems".

25 39. Plaintiff is informed, believes, and thereupon alleges that such representations
26 were part of a common scheme to mislead consumers and incentivize them to purchase travel
27 insurance products from Defendants.

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1 40. Plaintiff reasonably believed and relied upon Defendants' representations in its
2 trip insurance policies/contracts.

3 41. Plaintiff materially changed his position in reliance on Defendants'
4 representations and was harmed thereby.

5 42. Plaintiff would not have purchased the trip insurance policies from Defendant
6 Aon and Defendant Virginia, used the Citibank credit card, or purchased any pre-paid non
7 refundable products from Princess Cruises, or any similarly advertised product had Defendants
8 disclosed that they would not honor its insurance protection policies.

9 43. Had Defendants properly marketed, advertised, and represented that it would not
10 honor the trip insurance policies as stated in its advertisements, Plaintiff would not have
11 purchased the trip insurance policies, or any similarly advertised product, and would not have
12 purchased pre-paid, non refundable, ship excursions.

13 44. The Defendants' insurance programs purports to provide coverage to
14 policyholders in the event of a "qualifying event" that includes a medical condition or
15 emergency.

16 45. Defendants benefited from falsely advertising and representing its products.
17 Defendants benefited on the loss to Plaintiff and provided nothing of benefit to Plaintiff in
18 exchange.

19 **CLASS ACTION ALLEGATIONS**

20 46. Plaintiff brings this action, on behalf of himself and all others similarly situated,
21 and thus, seeks class certification under Federal Rule of Civil Procedure 23.

22 47. The class Plaintiff seeks to represent (the "Class") is defined as follows:

23 All consumers, who, between the applicable statute of limitations
24 and the present, purchased trip protection/insurance policies
guaranteed by Defendant Aon, and were denied coverage.

25 And

26 All consumers, who, between the applicable statute of limitations
27 and the present, purchased trip protection/insurance policies
guaranteed by Defendant Virginia, and were denied coverage.

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1 50. The Restitution Subclass. The Class is divided into several subclasses, including
2 a Restitution Subclass. The Restitution Subclass consists of all California customers and former
3 customers of Defendants Aon and Virginia who lost money or property during the four-year
4 period preceding the filing of this Complaint by means of Household's violation of California
5 Business and Professions Code Sections 17000 et seq. (the "UCL") as alleged below.

6 51. The Breach of Contract Subclass. The Breach of Contract Subclass consists of
7 all California customers and former customers of Defendants Aon and Virginia who otherwise
8 would have qualified for benefits under Defendant's travel protection insurance but were denied
9 such benefits.

10 52. As used herein, the term "Class Members" shall mean and refer to the members
11 of the Class described above.

12 53. Excluded from the Class are Defendant, its affiliates, employees, agents, and
13 attorneys, and the Court.

14 54. Plaintiff reserves the right to amend the Class, and to add additional subclasses,
15 if discovery and further investigation reveals such action is warranted.

16 55. Upon information and belief, the proposed class is composed of thousands of
17 persons. The members of the class are so numerous that joinder of all members would be
18 unfeasible and impractical.

19 56. Plaintiff is informed and believes and on that basis alleges that for at least the
20 past four years, Defendants have marketed and sold travel insurance to California consumers,
21 either in connection with the issuance of a credit card, or in addition to the purchase of a trip
22 through various travel-related agencies, which includes bookings for ships, airplanes, trains,
23 etc..

24 57. No violations alleged in this complaint are contingent on any individualized
25 interaction of any kind between class members and Defendants.

26 58. Rather, all claims in this matter arise from the identical, false, affirmative written
27 statements that Defendants would provide insurance and trip protection to the Class Members,
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1 when in fact, such representations were false.

2 59. There are common questions of law and fact as to the Class Members that
3 predominate over questions affecting only individual members, including but not limited to:

- 4 (a) Whether Defendants engaged in unlawful, unfair, or deceptive business
5 practices in advertising trip protection policies with its products to
6 Plaintiff and other Class Members with no intention of honoring them;
7 (b) Whether Defendants made misrepresentations with respect to its trip
8 protection insurance policies;
9 (c) Whether Defendants breached the contract of the insurance policy it sold
10 to Plaintiff and class members, and whether that breach was in bad faith;
11 (d) Whether Defendants violated California Bus. & Prof. Code § 17200, *et*
12 *seq.* California Bus. & Prof. Code § 17500, *et seq.*, California Civ. Code
13 § 1750, *et seq.*. California Civ. Code § 1790, *et seq.*, and 15 U.S.C. §
14 2310, *et seq.*;
15 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
16 injunctive relief;
17 (f) Whether Defendants' unlawful, unfair, and/or deceptive practices harmed
18 Plaintiff and Class Members; and
19 (g) The method of calculation and extent of damages for Plaintiff and Class
20 Members.

21 60. Plaintiff is a member of the class he seeks to represent.

22 61. The claims of Plaintiff are not only typical of all class members, they are
23 identical.

24 62. All claims of Plaintiff and the class are based on the exact same legal theories.

25 63. Plaintiff has no interest antagonistic to, or in conflict with, the class.

26 64. Plaintiff is qualified to, and will, fairly and adequately protect the interests of
27 each Class Member, because Plaintiff was induced by Defendants' misrepresentations during
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1 the Class Period. Defendants’ unlawful, unfair and/or fraudulent actions concerns the same
2 business practices described herein irrespective of where they occurred or were experienced.
3 Plaintiff’s claims are typical of all Class Members as demonstrated herein.-

4 65. Plaintiff will thoroughly and adequately protect the interests of the class, having
5 retained qualified and competent legal counsel to represent himself and the class.

6 66. Common questions will predominate, and there will be no unusual manageability
7 issues.

8 **FIRST CAUSE OF ACTION**

9 **Violation of Unfair Competition Law**

10 **(Cal. Bus. & Prof. Code §§ 17200 et seq.)**

11 67. Plaintiff incorporates by reference each allegation set forth above.

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

20 **UNFAIR**

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

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1 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
2 or practices. Such conduct is ongoing and continues to this date.

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

6 71. Here, Defendants’ conduct has caused and continues to cause substantial injury
7 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
8 in fact due to Defendant’s decision to mislead consumers. Thus, Defendants’ conduct has
9 caused substantial injury to Plaintiff and the members of the Class.

10 72. Moreover, Defendants’ conduct as alleged herein solely benefits Defendants
11 while providing no benefit of any kind to any consumer. Such deception utilized by Defendants
12 convinced Plaintiff and members of the Class that Defendants would provide them with an
13 insurance policy and that Defendants would honor that insurance policy upon purchasing
14 Defendants’ Class Products. In fact, Defendants knew that they had no intention of providing
15 the advertised trip protections, and thus unfairly profited. Thus, the injury suffered by Plaintiff
16 and the members of the Class are not outweighed by any countervailing benefits to consumers.

17 73. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
18 that these consumers could reasonably have avoided. After Defendants falsely represented the
19 insurance policies, consumers changed their position by purchasing the Class Products, thus
20 causing them to suffer injury in fact. Defendants failed to take reasonable steps to inform
21 Plaintiff and class members that the advertisements were false. As such, Defendants took
22 advantage of Defendants’ position of perceived power in order to deceive Plaintiff and the Class.
23 Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these
24 consumers could reasonably have avoided.

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

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FRAUDULENT

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

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

77. Here, not only were Plaintiff and the Class members likely to be deceived, but these consumers were actually deceived by Defendants. Such deception is evidenced by the fact that Defendants did not provide Plaintiff with the insurance policy as advertised by Defendants. Plaintiff’s reliance upon Defendants’ deceptive statements is reasonable due to the unequal bargaining powers of Defendants against Plaintiff. For the same reason, it is likely that Defendants’ fraudulent business practice would deceive other members of the public.

78. As explained above, Defendants deceived Plaintiff and other Class Members by representing the protections covered by the insurance policies that Defendants sold.

79. Thus, Defendants’ conduct has violated the “fraudulent” prong of California Business & Professions Code § 17200.

UNLAWFUL

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

81. As explained above, Defendants deceived Plaintiff and other Class Members by falsely representing insurance policies.

82. Defendants used false advertising, marketing, and misrepresentations to induce Plaintiff and Class Members to purchase Class Products from Defendant, in violation of California Business and Professions Code Section 17500, et seq. Had Defendant not falsely

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1 advertised, marketed, or misrepresented the nature of its products, Plaintiff and Class Members
2 would not have purchased the Class Products from Defendant. Defendant's conduct therefore
3 caused and continues to cause economic harm to Plaintiff and Class Members.

4 83. These representations by Defendants are therefore an "unlawful" business
5 practice or act under Business and Professions Code Section 17200 *et seq.*

6 84. Defendants have thus engaged in unlawful, unfair, and fraudulent business acts
7 entitling Plaintiff and Class Members to judgment and equitable relief against Defendants, as
8 set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
9 section 17203, Plaintiff and Class Members seek an order requiring Defendants to immediately
10 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendants
11 to correct its actions.

12 **SECOND CAUSE OF ACTION**

13 **(Breach of Contract against all Defendants)**

14 85. Plaintiff incorporates the allegations above as if set forth fully herein.

15 86. The Defendants entered into a contract with each member of the Breach of
16 Contract subclass that is set forth in the insurance policies provided by each.

17 87. The contract contained a term that the Defendants would reimburse Plaintiff in
18 the event of an injury that restricted or impacted their vacation. Yet Defendant breached the
19 contract by denying the Plaintiff's claim on false and pretextual basis.

20 88. Each member of the class performed all conditions, covenants, and obligations
21 of the contract except for those conditions, covenants and obligations he was excused from
22 performing by reason of the Defendants' conduct.

23 89. As a direct and proximate cause of the Defendants' breach of the contract, each
24 member of the breach of contract subclass has suffered damages in an amount to be determined
25 at the time of trial.

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THIRD CAUSE OF ACTION

(Bad Faith Breach of Insurance Contract Against All Defendants)

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3 90. Plaintiff incorporates all allegations alleged above as if set forth fully herein.

4 91. The insurance policy is a contract, and like all contract and especially all
5 contracts of insurance, contains an implied covenant of good faith and fair dealings that the
6 Defendants will deal fairly with each member of the Breach of Contract subclass in processing
7 his or her claims under the Contract.

8 92. Defendants intentionally and in bad faith breached the implied covenant of good
9 faith and fair dealing as to each member of the Breach of Contract subclass when it refused to
10 pay valid claims on false and pretextual basis.

11 93. As a direct and proximate cause of Defendants' breach of the contracts of
12 insurance it provided, each member of the breach of contract subclass has suffered damages in
13 an amount to be determined at the time of trial.

14 94. As a further direct and proximate result of Defendants' bad faith breach
15 of the Contract, Plaintiff (on behalf of each member of the Breach of Contract Subclass) has
16 retained legal counsel and incurred attorneys' fees in an effort to obtain the benefits of the
17 insurance policies. The Breach of Contract Subclass is therefore entitled to recover attorneys
18 fees (in an amount to be determined at trial) under *Brandt v. Superior Court*, 37 Cal.3d 813
19 (1985).

20 95. Defendants' bad faith breach of the Contract was malicious and oppressive and
21 justifies an award of punitive damages in an amount to be determined at the time of trial.

22 **MISCELLANEOUS**

23 96. Plaintiff and Class Members allege that they have fully complied with all
24 contractual and other legal obligations and fully complied with all conditions precedent to
25 bringing this action or all such obligations or conditions are excused.

26 **PRAYER FOR RELIEF**

27 97. Plaintiff, on behalf of himself and the Class, requests the following relief:
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- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring Defendants, at their own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring Defendants to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable from being induced to call Defendants under false pretenses;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

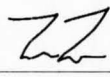
REQUEST FOR JURY TRIAL

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

Dated: May 11, 2020

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN , PC

By: 
 TODD M. FRIEDMAN, ESQ.
 Attorney for Plaintiff

06/16/2020

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):

Todd M. Friedman, Esq. SBN 216752
Law Offices of Todd M. Friedman
21550 Oxnard St., Suite 780
Woodland Hills, CA 91367

TELEPHONE NO.: 323-306-4234

FAX NO.: 866-633-0228

ATTORNEY FOR (Name): Plaintiff, Lance Johnson

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles

JUN 11 2020

Shari R. Carter, Executive Officer/Clerk of Court

By Isaac Lovv Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill St.

MAILING ADDRESS: 111 N. Hill St.

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Stanley Mosk Courthouse

RECEIVED
JUN 11 2020
Filing Window

CASE NAME:

Lance Johnson v. Affinity Insurance Services Inc. et al.

CASE NUMBER:

20STCV22641

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

BY FAX

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 3

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 11, 2020

Todd M. Friedman

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
 - Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

SHORT TITLE: Johnson v. Affinity Insurance Services Inc. et al.	CASE NUMBER 20STCV22641
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ul style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11	

08/16/2020

SHORT TITLE: Johnson v. Affinity Insurance Services Inc. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
<input type="checkbox"/> A6012 Other Promissory Note/Collections Case		5, 11	
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

08/16/2020

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

SHORT TITLE: Johnson v. Affinity Insurance Services Inc. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review		2	
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)		1, 2, 8	
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages	2, 3, 9
<input type="checkbox"/> A6123 Workplace Harassment With Damages		2, 3, 9	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages		2, 3, 9	
<input type="checkbox"/> A6190 Election Contest		2	
<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender		2, 7	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2, 3, 8	
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

06/16/2020

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

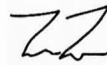
SHORT TITLE: Johnson v. Affinity Insurance Services Inc. et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 3324 Emerald Isle Drive			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: Glendale</td> <td style="width:33%; padding: 2px;">STATE: CA</td> <td style="width:33%; padding: 2px;">ZIP CODE: 91206</td> </tr> </table>	CITY: Glendale	STATE: CA	ZIP CODE: 91206	
CITY: Glendale	STATE: CA	ZIP CODE: 91206		

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: May 11, 2020



 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

05/16/2020

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 6

20STCV22641

June 23, 2020

**LANCE JOHNSON vs AFFINITY INSURANCE SERVICES,
INC., et al.**

8:33 AM

Judge: Honorable Elihu M. Berle
Judicial Assistant: M. Fregoso
Courtroom Assistant: M. Molinar

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 08/12/2020 at 10:00 AM in this department. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6.

Counsel are directed to access the following link for information on procedures in the Complex litigation Program courtrooms: <http://www.lacourt.org/division/civil/CI0037.aspx>

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 6

20STCV22641

June 23, 2020

**LANCE JOHNSON vs AFFINITY INSURANCE SERVICES,
INC., et al.**

8:33 AM

Judge: Honorable Elihu M. Berle
Judicial Assistant: M. Fregoso
Courtroom Assistant: M. Molinar

CSR: None
ERM: None
Deputy Sheriff: None

dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within 10 days of service of this order.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within 7 days of service.

PARTIES SHALL FILE A JOINT INITIAL STATUS CONFERENCE REPORT 7 DAYS PRIOR TO THE INITIAL STATUS CONFERENCE.

Certificate of Mailing is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 06/23/2020
PLAINTIFF/PETITIONER: Lance Johnson	Sherri R. Carter, Executive Officer / Clerk of Court By: <u> M. Fregoso </u> Deputy
DEFENDANT/RESPONDENT: Affinity Insurance Services, Inc. et al	
CERTIFICATE OF MAILING	CASE NUMBER: 20STCV22641

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order) of 06/23/2020, Initial Status Conference Order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Todd Michael Friedman
Law Offices of Todd M Friedman PC
21550 Oxnard St Ste 780
Woodland Hills, CA 91367

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 06/23/2020

By: M. Fregoso
Deputy Clerk

CERTIFICATE OF MAILING

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Affinity Insurance, Virginia Surety Fail to Honor Travel Insurance Policies](#)
