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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 TAE RHO, individually and on behalf of
11 others similarly situated,

12 Plaintiff,

13 VS.

14 DREAMSOURCE CONSULTING LLC;
15 PREDICTABLE PREMIUM R&D LLC;
16 ALBERTO RIEHL, an individual; and
17 DOES 1 through 10,

18 Defendants.

Case No.: 8:23-CV-00705

CLASS ACTION COMPLAINT FOR
DAMAGES AND RELIEF AND
DEMAND FOR JURY TRIAL

COMPLAINT FOR:

1. Fraud;
2. Negligent Misrepresentation;
3. Unjust Enrichment;
4. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
5. Violation of the False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*);
6. Violation of the Nevada Deceptive Trade Practices Act (Nev. Rev. St. §§ 598.0901, *et seq.*); and
7. Violation of the New Jersey Consumer Fraud Act (N.J. Stat. Ann. §§ 56:8-1, *et seq.*).

1 Plaintiff TAE RHO (“Plaintiff”), on behalf of himself and others similarly
2 situated (“the Classes”), brings this action against Defendants DREAMSOURCE
3 CONSULTING LLC; PREDICTABLE PREMIUM R&D LLC; and ALBERTO
4 RIEHL, an individual (collectively, “Defendants”) for actual damages suffered by
5 Plaintiff and the Classes, statutory damages, penalties, restitution, injunctive relief,
6 and for other recovery specified herein for harm caused by Defendants’ fraudulent
7 conduct, negligent misrepresentations, unjust enrichment, and violations of the
8 California Unfair Competition Law, the California False Advertising Law, the
9 Nevada Deceptive Trade Practices Act, and the New Jersey Consumer Fraud Act.
10 This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 of the Class
11 Action Fairness Act of 2005, and based on the allegations in paragraphs 16 through
12 20 below. Plaintiff alleges upon information and belief, except as to his own actions,
13 the investigation of his counsel, and the facts that are a matter of public record, as
14 follows:

15 **INTRODUCTION**

16 1. Insurance is a trillion-dollar industry in the United States, and the life
17 insurance sector is one of its largest and most important components. Life insurance
18 and annuities make up nearly half of the American insurance industry’s net
19 premiums, generating revenues that often exceed \$150 billion annually according to
20 Forbes. The U.S. Bureau of Labor Statistics reports over 1.2 million Americans work
21 in life insurance industry sales field—a 35 percent increase from 10 years prior.

22 2. Life insurance advertising is strictly regulated by state legislation and
23 insurance law enforcement offices throughout the country. Laws in many states,
24 including California, Nevada, and New York, regulate the manner and content of
25 life insurance advertising, compelling specific disclosures, prohibiting the use of
26
27
28

1 certain terms, and requiring carriers to implement companywide compliance
2 policies.¹

3 3. To comply with these regulations, insurance carriers implement policies
4 restricting the manner their in-house, or “captive,” agents may advertise their
5 products. For example, carriers generally prohibit new agents from making changes
6 to their social media profiles when the changes appear designed to generate new
7 business. They also prohibit new agents from delegating the generation of new leads
8 to third-party vendors or automated applications that contact and market to business
9 targets.

10 4. Defendants DreamSource Consulting LLC and Predictable Premium R&D
11 LLC (collectively, “DreamSource”) sell an online consulting program called
12 “Predictable Premium” (also referred to herein as “the Program”), marketed to life
13 insurance agents with the promise of generating sales leads. The Program is designed
14 and directed by DreamSource’s founder, Defendant Alberto Riehl. Predictable
15 Premium is marketed as a program used successfully by agents from all major life
16 insurance companies, guaranteed to work for agents of any life insurance carrier, big
17 or small, and backed by a 100 percent money-back guarantee.

18 5. In reality, the strategies and advertising content that make up the Predictable
19 Premium program violate numerous major life insurance companies’ internal
20 advertising rules, rendering the program worthless to agents working for those
21 companies. Defendants affirmatively misrepresent the quality, characteristics,
22 benefits, and nature of the Predictable Premium program as being compatible with
23 all major life insurance companies and omit the material fact that most, if not all, of
24 the Program’s strategies cannot be used by agents of such companies.

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26
27
28 ¹ See, e.g., Cal. Code Regs., Tit. 10, §§ 2547-2547.11; NRS 686A.030-686A.050;
N.Y. Comp. Codes R. & Regs. Tit. 11, §§ 219.1-219.7.

1 6. Ultimately, the Predictable Premium program is not designed to help captive
2 agents sell insurance. Instead, it is an endeavor to convert agents participating in the
3 program into salespeople for the program itself.

4 7. Additionally, Defendants refuse to honor the 100 percent money-back
5 guarantee. When dissatisfied customers inform Defendants that the program runs
6 afoul of carriers' advertising policies, they are told they must complete more training
7 and pay Defendants more money. When those customers persist in demanding a
8 refund, they are blocked from group communication forums and privately threatened
9 with retaliation, including legal action and formal complaints to the insurance
10 carriers for whom they work. Eventually, Defendants block all means of contact
11 from dissatisfied customers and ignore their demands for the refunds that were
12 guaranteed in Defendants' marketing.

13 8. Plaintiff and the Classes are life insurance agents who bought into the
14 Predictable Premium program hoping to grow their customer base. Only upon
15 paying thousands of dollars to DreamSource did it come to light that the program
16 was little more than a set of prohibited advertising tools, including social media
17 posts, Facebook advertisements, and "bots," that violated the policies of their
18 carriers, the largest insurance providers in the industry. Plaintiff and the Classes now
19 seek monetary and non-monetary relief to deter further fraud and remedy their
20 losses.

21 **THE PARTIES**

22 9. Plaintiff Tae Rho is, and at all relevant times was, a resident of the state of
23 New Jersey. He is a registered/licensed life insurance agent in the states of New
24 York, New Jersey, and Texas and regularly works in New York and New Jersey for
25 the New York Life Insurance Company ("New York Life" or "NYL"). New York
26 Life is a mutual insurance company that offers life insurance, annuities, and other
27 financial products through individual agents, such as Plaintiff. In December 2013,
28 Plaintiff obtained a license to sell traditional insurance and annuity products. Shortly

1 after that, he started with New York Life as a “Pre-Training Allowance Subsidy”
2 (“PTAS”) agent, and New York Life trained him in basic sales and product servicing.
3 After this training and after he generated a pre-determined amount in commissions,
4 New York Life reclassified Plaintiff as a “Training Allowance Subsidy” (“TAS”)
5 agent, and his relationship was governed by a TAS contract. Plaintiff’s conduct as a
6 TAS agent was closely monitored by New York Life’s compliance department. All
7 advertisements and social media posts were screened to ensure they complied with
8 the company’s strict advertising policies. Plaintiff’s job responsibilities included
9 “prospecting” for new individuals or businesses who might be interested in New
10 York Life products and approaching such prospective clients. New York Life taught
11 Plaintiff to explain who he was and what he did in a specific manner to ensure he
12 complied at all times with the company’s policies. Plaintiff purchased the
13 Predictable Premium from Defendants based on their representations that it
14 complied with all major life insurance companies’ advertising policies, including
15 those of New York Life. After paying approximately \$5,800 for Defendants’
16 Predictable Premium program and beginning the process of implementing its
17 methodologies, Plaintiff was informed by New York Life’s compliance department
18 that the Program’s content and practices were prohibited by New York Life policies.
19 After Plaintiff made several requests for a return of the money he paid to Defendants,
20 Defendants stopped communicating with Plaintiff, blocked his access to the program
21 materials, and threatened to report him to New York Life’s compliance department.
22 To date, Defendants have not refunded Plaintiff in any amount.

23 10. Defendant DreamSource Consulting LLC (“DreamSource”) is, and at all
24 relevant times was, a corporation organized under the laws of the State of Nevada
25 and operating from locations in California. The lone officer of DreamSource
26 Consulting LLC is manager Sarah Davidian, the wife of DreamSource founder and
27 Defendant Alberto Riehl. Registration documents for DreamSource filed with the
28 Nevada Secretary of State list the address 2300 West Sahara Ave., Suite 800, in Las

1 Vegas, Nevada. However, this address is used as a “virtual address” and fictitious
2 residency. DreamSource Consulting LLC has no physical presence at this location
3 or any other location in Nevada. The company identifies its own address, “primary
4 office,” and “headquarters” as an office located at 30025 Alicia Pkwy in Laguna
5 Niguel, California. Numerous employees of DreamSource Consulting LLC during
6 the relevant period worked in California.

7 11. Predictable Premium R&D LLC is, and at all relevant times was, a
8 corporation, organized and existing under the laws of the State of Nevada. The lone
9 officer of Defendant Predictable Premium R&D LLC is manager Sarah Davidian,
10 the wife of Defendant Alberto Riehl, who uses the address 1930 Village Center
11 Circle, #3-8525, in Las Vegas, Nevada as her address in registration documents filed
12 with the Nevada Secretary of State. This address too is used as a “virtual address”
13 and fictitious residency. Predictable Premium R&D LLC has no physical presence
14 in this location.

15 12. Defendant Alberto Riehl is an individual residing in Portland, Oregon. Based
16 on information and belief, at all relevant times Defendant Riehl has maintained a
17 residence at 30902 Club House Drive in Laguna Niguel, California. Defendant Riehl
18 is the founder of Defendant DreamSource Consulting LLC and Predictable Premium
19 R&D LLC and refers to himself variably as the companies’ “Chief Technology
20 Officer,” “Chief Executive Officer,” and “Consultant.”

21 13. The true names and capacities of Defendants sued in the Complaint under the
22 fictitious names of Does 1 through 10, inclusive, are unknown to Plaintiff who
23 therefore sues such Defendants by such fictitious names. Plaintiffs will amend this
24 complaint to add the true names when they are ascertained. Plaintiffs are informed
25 and believe and thereon allege that each of the fictitiously named Defendants is
26 legally responsible for the occurrences herein alleged, and that Plaintiffs’ damages
27 as herein alleged were proximately caused by their conduct.

1 14. At all relevant times, all Defendants were and are legally responsible for all
2 of the unlawful conduct, policies, practices, acts, and omissions as described in each
3 and all of the foregoing paragraphs, unless otherwise indicated.

4 15. At all relevant times, the unlawful conduct against Plaintiff and members of
5 the Classes as described in each and all of the foregoing paragraphs was actuated, in
6 whole or in part, by a purpose to serve all Defendants. At all relevant times, upon
7 information and belief, the unlawful conduct described in each and all of the
8 foregoing paragraphs was reasonably foreseeable by all Defendants and committed
9 under actual or apparent authority granted by all Defendants to all other Defendants
10 such that all of the aforementioned unlawful conduct is legally attributable to all
11 Defendants.

12 **JURISDICTION AND VENUE**

13 16. This action is brought as a class action under theories of common law fraud,
14 negligent misrepresentation, and unjust enrichment, as well as violations of
15 California's Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*) ("UC")
16 and False Advertising Law (Bus. & Prof. Code §§ 17500, *et seq.*) ("FAL"), Nevada's
17 Deceptive Trade Practices Act (Nev. Rev. St. §§ 598.0901, *et seq.*) ("NDTPA"), and
18 New Jersey's Consumer Fraud Act (N.J. Stat. Ann. §§ 56:8-1, *et seq.*) ("NJCFA"),
19 among other laws.

20 17. This Court has specific jurisdiction for the claims set forth herein because
21 Defendants have, at all times relevant to this matter, individually or through agents,
22 subsidiaries, officers or representatives, operated, conducted, engaged in and carried
23 on a business venture in this state and maintained an address in this state; marketed,
24 advertised, distributed and sold its program in this state; committed a statutory
25 violation within this state related to the allegations made herein and directed at
26 consumers in this state; and caused injuries to Plaintiff and proposed Class Members,
27 which arose out of the acts and omissions that occurred in the state of California.

1 18. This Court has personal jurisdiction over Defendants DreamSource
2 Consulting LLC, Predictable Premium R&D LLC, and Alberto Riehl because
3 Defendants do business in the state of California such that they have purposely
4 availed themselves of the privilege of conducting activities in this forum and the
5 claims asserted herein arise from conduct occurring in California. DreamSource
6 regularly transacts business in California. DreamSource states in marketing
7 materials and advertising that its primary office and headquarters is located at 30025
8 Alicia Parkway, in Laguna Niguel, California; DreamSource's main method of
9 operation and communication with its customers, a Facebook page, states it is
10 located in Laguna Niguel, California; a majority (approximately 55 percent) of
11 Defendants' employees and sales people reside in and conduct business on behalf of
12 Defendants from within California; the only officer listed in DreamSource's
13 corporate filings maintained a residence in California during the relevant period; a
14 substantial number of DreamSource's customers (approximately 65 percent) resided
15 in California and were present in California when exposed to Defendants' marketing
16 material, when they entered agreements with and paid funds to Defendants, and
17 when they participated in Defendants' Predictable Premium program; a substantial
18 number of Defendants' employees and sales people and Defendants' customers,
19 referenced above, possess evidence at their residences in California; during the
20 relevant period, Defendant Alberto Riehl maintained a residence in and conducted
21 business from within California; and, while registered with the Nevada Secretary of
22 State as a Nevada-based limited liability corporation, DreamSource has no physical
23 or mailing address in Nevada, maintains virtually no business presence in the state
24 of Nevada, few if any of the known witnesses reside in Nevada, little if any of the
25 evidence relevant to the matter is located in Nevada, and the only officer of
26 DreamSource listed in the corporate documents filed with the Nevada Secretary of
27 State does not now and has never resided in Nevada during the relevant period.

28

1 19. This Court has subject matter jurisdiction over this matter pursuant to 28
2 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or
3 more proposed Class Members, (ii) the aggregate amount in controversy exceeds
4 \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity
5 because a substantial number of proposed Class Members are citizens of states
6 different from Defendants. This Court has supplemental jurisdiction over Plaintiff's
7 state law claims pursuant to 28 U.S.C. § 1367.

8 20. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part
9 of the events giving rise to the claims asserted occurred in this District. Venue is also
10 proper pursuant to 28 U.S.C. § 1391(c) because Defendants conduct substantial
11 business in this District, have sufficient minimum contacts with this District, and
12 otherwise purposely avail themselves of the markets in this District, through the
13 promotion, sale, and marketing of its program in this District. During the relevant
14 time period, Defendants conducted business in and throughout Orange and Los
15 Angeles Counties, including through an address maintained in Laguna Niguel,
16 California, and Defendants' employees and sales people resided in and conducted
17 Defendants' business from Orange and Los Angeles Counties. A substantial number
18 of Defendants' customers entered into agreements with and made payments to
19 Defendants from within this judicial district. Additionally, Defendant Alberto Riehl
20 maintained a residence and conducted business within this District during the
21 relevant period.

22 **FACTUAL ALLEGATIONS**

23 **Life Insurance Industry**

24 21. Life insurance agents make a living by earning commissions from the sales of
25 life insurance policies. Finding potential customers is challenging and time-
26 consuming and thus a key part of the job is generating customer leads. Traditional
27 lead-generation strategies include in-person networking and prospecting, as well as
28 "cold calling" and telephone marketing. This is a daunting task, made even more

1 difficult during the COVID-19 pandemic when in-person marketing was not
2 possible. As such, online marketing and lead generation have become critical to life
3 insurance agents in the current market.

4 22. Additionally, other types of insurance, including homeowner or renter,
5 commercial, professional, and automobile, are generally required by law or contract.
6 Life insurance, meanwhile, is rarely mandatory and is usually voluntarily purchased
7 by the insured, making competition for such sales even more intense, and securing
8 leads even more vital for agents to sustain their business.

9 23. Life insurance agents sell life insurance policies offered by insurance carriers.
10 Agents are either “captive,” meaning they only sell insurance from one company, or
11 “independent,” meaning they sell the products of multiple insurance carriers. Most
12 medium to large insurance carriers require newly hired captive agents to undergo
13 training as to the products they will be selling, including the manner in which they
14 are allowed to advertise their products. This training is in addition to the state-
15 specific licensing requirements that agents must meet.

16 **New York Life and the Life Insurance Industries’ Major Carriers**

17 24. As marketing comprises a large part of an agent’s work, most of the large life
18 insurance carriers have comprehensive rules that govern how their agents can
19 advertise and market to ensure compliance with a host of applicable laws and
20 regulations. For example, New York Life—one of the largest life insurance carriers
21 and the carrier for which Plaintiff works—requires that its agents use only pre-
22 approved marketing and sales content and prohibits any marketing strategy that is
23 not pre-approved or otherwise expressly allowed. To ensure strict compliance,
24 agents’ online marketing is overseen by the company and agents who violate the
25 rules are subject to discipline and potential termination.

26 25. New York Life is the third largest life insurance company in the U.S. by
27 market share, with over \$14 billion in total life insurance premiums collected in
28 2021.

1 26. Like many carriers, New York Life imposes strict and complex rules on
2 insurance advertising. In New York, where New York Life is based, life insurance
3 carriers must comply with Title 11 of the New York Codes, Rules, and Regulations,
4 section 219.4, which is a 25-part code governing the “form, content and disclosure
5 requirements of advertisements” for insurance products. The law prohibits the use
6 of many specific terms and phrases in insurance advertising and identifies others as
7 “misleading or capable of being deceptive,” in violation of the law. New York
8 Insurance Law, section 2122 further requires certain disclosures appear in all
9 insurance-related advertising. Insurance Law section 2123 again prohibits certain
10 misleading advertising language and requires additional disclosures in insurance
11 advertising. Violations of sections 2122 or 2123 may result in penalties or
12 suspension under section 2127. In order to comply with regulations such as these,
13 New York Life’s compliance department strictly monitors and pre-screens its
14 agents’ advertising.

15 27. New York Life issues its agents a compliance questionnaire each year
16 requiring they agree to the following restrictions:

17 All advertising material must be approved in advance by New York
18 Life, including posts to internet sites, electronic bulletin boards, and
19 emails.

20 Agents may not create or claim personal advertisements on unapproved
21 websites such as Google My Business, Yelp, or Alignable.

22 Agents may not use outside vendors to place calls or send text messages
23 on their behalf.

24 Agents obtain a prospect’s express approval before sending them an e-
25 mail.

26 Agents generally may not communicate with clients via text for
27 business purposes.

28 To utilize social networking sites, such as Facebook, LinkedIn and
Twitter, agents must be enrolled in a particular program and complete
all of that program’s requirements.

1 Posts to social networking sites or changes to social networking profiles
2 may not include business related content, may not display any business
3 telephone or business email contact information, and may not list the
agents “Skills or Expertise.”

4 Any changes to an agent’s social media profiles must be submitted to
5 and approved by New York Life.

6 28. In addition to the annual questionnaire, New York Life’s Group Membership
7 Association Division distributes to its agents an “Advertising Style Guide,” intended
8 to provide a basic set of rules for drafting marketing materials. The Guide’s
9 introduction begins by stating, “Marketing Material must be reviewed by New York
10 Life ... Final drafts, encompassing all requested revisions, must be admitted for final
11 approval before marketing material can be released for production.”

12 29. Agents who send any type of solicitation, including calls, texts, faxes, and
13 emails, that violate New York Life’s advertising policies can be fined, subject to
14 disciplinary action, and terminated.

15 30. Based on information and belief, all major life insurance carriers in the U.S.,
16 including, *inter alia*, Northwestern Mutual, MassMutual, Prudential, and State Farm,
17 implement restrictions regarding their advertising policies, especially for their newer
18 agents. Each of these carriers demands that some or all of their agents submit all
19 marketing materials, including social media posts and profiles, to an internal
20 compliance auditor for pre-screening. They further prohibit the use of third-party
21 vendors or unaffiliated “bot” applications (software designed to repeatedly perform
22 automated, pre-defined tasks) to make contact with business leads or customers.

23 **DreamSource**

24 31. Alberto Riehl is a former insurance agent. Prior to 2005, he was a registered
25 retail insurance producer in Texas. Retail insurance producers are hired by insureds
26 to procure insurance coverage appropriate for the risk being insured. They act as the
27 agents of the insureds and, based upon their due diligence, pick the insurance product
28 to be purchased by the insureds. They earn commissions by selling insurance plans.

1 32. In 2002, Riehl was issued licenses to sell life insurance in California, Florida,
2 Pennsylvania, and Ohio, under the name “Albert Riehl” and through MassMutual
3 Ascend Life Insurance Company. His California and Florida licenses soon lapsed,
4 his Pennsylvania license was suspended, and his Ohio license was revoked by order
5 of the Insurance Commissioner in 2005. Also in 2005, Riehl was issued a license to
6 sell real estate by the Hawaii Real Estate Commission. This license was suspended
7 in 2008. In 2009, Riehl obtained an Insurance Producer license from the Insurance
8 Division of the Hawaii Department of Commerce and Consumer Affairs. This
9 license too was revoked in 2013.

10 33. In or around 2016, while living in Laguna Niguel, California, Riehl formed
11 the DreamSource Consulting limited liability corporation and filed registration
12 paperwork for the company with the Nevada Secretary of State. All corporate
13 documents were created under his wife’s name. His wife, Sarah Davidian, remains
14 its only officer. Riehl, however, is the face of the company, appearing in all its
15 advertisements, Facebook and YouTube videos, and instructional materials.

16 34. Since 2016, DreamSource has offered an online consulting program to life
17 insurance agents that is “guaranteed” to generate leads. DreamSource markets and
18 advertises the program, known as “the Predictable Premium System” (also referred
19 to herein as the “Program”), on websites such as Facebook, LinkedIn, and YouTube.

20 35. In nearly all its advertisements and marketing material, DreamSource touts
21 these three primary benefits of the Program: (1) guaranteed lead generation; (2)
22 approval from major insurance carriers; and (3) a money-back guarantee. Since at
23 least 2020 and on an ongoing basis, DreamSource has continually stated on its
24 Facebook page and its website that, for approximately \$6,000, customers can
25 purchase and use the Program’s “scientific process” to generate leads to enable
26 agents to reach their premium targets as fast as possible; that the Program is a
27 “formula,” which when “applied correctly [] works 100% of the time”; that the
28 Program is not just compatible with, but beloved by, large institutional carriers; that

1 the “largest insurance companies in the industry are flocking to us” and frequently
2 named several carriers including Met Life, Prudential, State Farm, and New York
3 Life; and that the Program is backed by a 100 percent money-back guarantee.

4 36. Agents interested in the Program sign up online or send a message to the
5 company via Facebook or YouTube asking for more information. After indicating
6 their interest in the Program, the prospective customers are contacted by a
7 DreamSource sales representative, usually by phone or email, after which the
8 prospective customer completes paperwork to enroll in the Program and remits
9 payment. Based on information and belief, all DreamSource sales representatives
10 besides Alberto Riehl are either enrolled in or have completed the Program
11 themselves.

12 37. The Program is administered online. It consists of eight “lessons.” The lessons
13 require agents to follow specific marketing actions, such as updating their LinkedIn
14 profiles to include particular language, using a scripted sales pitch during cold calls,
15 using pre-recorded video advertisements, and using bots on social media sites like
16 Facebook. In addition to the lessons, the Program offers one year of “live support”
17 with its founder, Alberto Riehl. During these bi-weekly online sessions, agents are
18 promised “1 on 1 time with Alberto Riehl to get all their questions answered.” The
19 live support is conducted in a group setting, so all participants can hear the other
20 questions and answers. Finally, a “secret” Facebook group, to which the agents are
21 added upon completing their orientation, offers another forum for questions and
22 answers.

23 38. The Program is described in its salespeople’s LinkedIn profiles, which are all
24 identical to one another and are scripted by Defendants, as an “amazing automated
25 system” and “100% automated.” “His very 1st FULLY... I mean, 100% Automated
26 Life Insurance Appointment had just been booked!!!” and “We Help Agents &
27 Advisors Get 8 Life Insurance Appointments a Day 100% Automated from
28 Anywhere.”

1 39. DreamSource and Riehl have continuously and uniformly represented that the
2 Program complies with all major life insurance carriers’ marketing rules. Since at
3 least 2020 and on an ongoing basis, DreamSource has continually stated on its
4 Facebook page and its website that the Predictable Premium program has been
5 successfully used by agents from all the major life insurance companies, including
6 New York Life. In pre-sales communications with DreamSource representatives,
7 including Kevin Knight and Mario Gamboa, Plaintiff and prospective customers
8 directly asked whether the Program complied with their company’s sales and
9 marketing rules and DreamSource uniformly answered that it did. Defendants also
10 marketed the Program using “testimonials” supposedly written by agents from New
11 York Life, attesting to its success. In an “Ebook” titled “3%er Secrets,” Riehl claims
12 he has done:

13 “full time consulting, training, and coaching for some of the largest
14 insurance companies in the world – from State Farm Farmers and
15 Allstate to Northwestern Mutual, Mass Mutual, New York Life
16 Prudential, TransAmerica, Guardian, and a lot of independent brokers
17 out there as well and all the major IMOs [independent marketing
18 organizations] and FMOs [field marketing organizations].”

18 40. DreamSource used the names of the major insurance companies such as New
19 York Life, Met Life, Prudential, Allstate, State Farm, and Farmers in marketing
20 videos and articles as well as promotional interviews with Riehl.² DreamSource and
21 Riehl claimed that they have thousands of agents and advisors who were students of
22 the program and that their method would work for all agents from any insurance
23 company, big or small. They emphasized that the program was especially successful
24 among New York Life agents. Representations on the DreamSource website include:

25 We have from State Farm guys, and Allstate, and Farmers, and all those
26 guys. They come to us for one reason, I need to get my life insurance
27 sales up. We even have the Northwestern Mutual guys, and the

28 ² See <https://www.youtube.com/watch?v=YFn0up4rYYs>.

1 MassMutual, and Prudential, and New York Life, and all those guys as
2 well.

3 I see these big companies which today, we're very blessed. Every major
4 company, we have every major company as a client, whether it's New
5 York Life or Prudential or State Farm or Farmers. You can just list them
6 all. They're clients today.

7 41. As DreamSource and Riehl have worked in the life insurance industry for
8 many years and have had many customers who have worked for major life insurance
9 carriers, and based on Riehl's self-proclaimed training, coaching, and consulting
10 experience with large carriers including NYL, they knew the above-described
11 statements regarding the Program's compatibility with NYL and other large carriers
12 were false at the time they made them. DreamSource and Riehl knew that it was
13 important to potential customers to believe that the Program was compatible with
14 their carriers' rules and so, despite the falsity of the statements, they made them
15 anyway in order to induce potential customers to buy the Program.

16 **Predictable Premium Uses Advertising Strategies**
17 **That Violate Carrier Policies**

18 42. In reality, almost none of the tactics peddled by the Predictable Premium
19 program complied with insurance companies' rules.

20 43. The Program called for agents to update their LinkedIn profiles with language
21 that does not and cannot comply with the insurance industry marketing rules,
22 including New York Life's.

23 44. Lessons involved the use of bots, Facebook advertisements, virtual assistants,
24 and various automated sales strategies, which violated insurance company rules
25 prohibiting such marketing devices.

26 45. After Plaintiff paid for the Program, he forwarded the program's scripted
27 marketing materials to New York Life's compliance department for review, as
28 required by company policy. New York Life's compliance department informed
Plaintiff that he may not use any of the Predictable Premium materials because the

1 language violated its advertising restrictions. Moreover, Plaintiff was told he could
2 not implement the many “100% automated” applications and strategies on which the
3 Program was based.

4 46. Numerous other customers of Predictable Premium were told the same. New
5 York Life’s compliance department informed one agent she would be subject to
6 penalties if she used the Program’s virtual assistant and telemarketing protocols.
7 During one of the Program’s weekly group Question & Answer phone calls with
8 Riehl, the agent confronted Riehl with the compliance department’s decision and
9 Riehl responded that other New York Life agents are able to use all elements of the
10 Program, including virtual assistants, without restriction. Based on his experience in
11 the life insurance industry and direct experience with many NYL agents, Riehl knew
12 this statement was false at the time but said it anyway in order to pacify the agent
13 and avoid having her raise alarm bells with the other customers listening in during
14 the call. The agent communicated Riehl’s reassurance to a New York compliance
15 manager, who responded “he has no idea what he’s talking about.”

16 47. When confronted by other agents worried about running afoul of their
17 companies’ rules, Riehl brushed off the concerns, stating that he was well versed in
18 all of the big companies’ marketing rules and confirming that the Program was fully
19 compliant with them. When pushed further, often by agents who had been
20 reprimanded for violating their companies’ rules or denied approval to implement
21 one of the Program’s strategies, Riehl used gaslighting tactics to try to shift the blame
22 to the agents, accusing them of not trying hard enough. Other times, Riehl became
23 hostile and banned the complaining agents from the Program altogether. In all
24 instances, Riehl and DreamSource denied agents’ requests for reimbursement, as it
25 was their policy to do so.

26 48. Because the Program violates carrier advertising restrictions, it is valueless to
27 any agent working for New York Life or one of the other large insurance companies
28 with restrictive advertising policies.

1 49. The Program is a classic bait-and-switch scheme. Material information about
2 the Program itself, the underlying lessons, and money-back guarantee were omitted
3 by Riehl and by the Program's sales representatives and advertising materials and
4 were not disclosed or made known to Plaintiff or members of the Classes prior to
5 their purchase of and enrollment in the Program. Defendants falsely represented that
6 the Program produces guaranteed success for agents of all life insurance companies
7 in order to induce customers to pay a fee of nearly \$6,000. Only after, with the
8 agent's money in hand, were the Program's strategies revealed, in successive steps,
9 each one violative of the agent's employer's established rules. Defendants also
10 defrauded Plaintiff and the Classes about the availability of a money-back guarantee.
11 Defendants induced Plaintiff and Class members to purchase the Program by
12 promising to refund 100 percent of their purchase price if the Program did not
13 produce the promised results. However, when Plaintiff and Class members requested
14 their money be refunded, Defendants refused to honor that promise.

15 50. Plaintiff and the Classes had no way of knowing that the Program's strategies
16 would be unusable until after they had already paid Defendants. Defendants'
17 promise of guaranteed lead generation was highly enticing to life insurance agents,
18 including Plaintiff and members of the Classes, looking to meet their quotas.
19 Defendants' promise of a money-back guarantee made the Program (and its steep
20 price tag) appear to be a risk-free experiment. From the perspective of Plaintiff and
21 the Classes, if the Program worked, they would reap the promised benefits. If it did
22 not work, they could get their money back and be no worse off. As a result, Plaintiff
23 and the Classes relied on Defendants' material promises, representations, and
24 guarantees to their detriment by paying the nearly \$6,000 Program tuition as well as
25 additional service and subscription fees required as part of the Program.

26 51. Defendants monitored customer review websites and deleted or sought the
27 removal of any negative comments about the Program and stifled the concerns of
28 agents who complained about the Program by threatening legal action.

1 52. In addition to the bait-and-switch scheme that generated nearly \$6,000 per
2 victim, Defendants operate a fraudulent venture to amass recruits to sell the Program,
3 pyramid-style, creating even more opportunities for Defendants to profit from a
4 worthless product. Riehl and other sales representatives seek to convert the
5 customer-agents who complete the Program into “consultants” for the Program
6 itself—that is, to train the agent on how to sell Predictable Premium to other agents
7 so that Defendants may capture more paying customers. There are countless videos
8 on YouTube from supposed customers of the Program touting its benefits. While
9 these might appear to be satisfied customer reviews, they are actually part of the
10 Program itself, scripted and dictated by Defendants in order to leverage paying
11 customers into more paying customers.

12 53. Despite Defendants’ efforts to conceal the truth about Predictable Premium
13 and suppress criticism from agents, at least one online forum, insurance-forums.com,
14 has a thread related to the Program and Riehl that spans back to 2016. From 2016 to
15 the present, agents have posted dozens of messages to this forum recounting stories
16 of being conned and scammed by Riehl, often through an aggressive sales and
17 marketing strategy identical to that described herein followed by across-the-board
18 denials of refund requests.

19 54. Riehl has routinely threatened those who criticize his business or demand
20 refunds with threats of legal action. He frequently tells unsatisfied customers that his
21 “legal team” will come after them if they report the many misrepresentations in
22 DreamSource’s materials. In at least one instance, Riehl threatened to file complaints
23 with insurance companies, apparently to prevent an agent from finding work, if they
24 filed a formal complaint against him.



Alberto Riehl

6:32pm

I would like to see you keep your word just once. Threats work in the ghetto, but not here. You have a signed contract, we will file a complaint with every Insurance company and The state of Georgia, Our attorney will do all that, my time is too valuable for that.

55. Plaintiff has worked as a life insurance agent for New York Life since approximately 2013. In 2021, he saw online advertisements for Predictable Premium, including on YouTube and Facebook, which guaranteed lead generation and boasted a track record of success by agents with all the major insurance companies, including New York Life. He also saw Defendants' promise of a money-back guarantee if the Program did not work. Relying on these representations, Plaintiff engaged in communications with a DreamSource sales representative to learn more about the program. In connection with these communications, Plaintiff provided DreamSource information about his current job and employer. Plaintiff specifically inquired as to whether the Program would work for New York Life agents. The DreamSource representative, Mario Gamboa, who was located in California, confirmed that it did. Plaintiff enrolled in the program and paid approximately \$5,800 to Defendants. At no time prior to this purchase was Plaintiff given any detail about the Program's specific strategies.

56. After the initial lessons, Plaintiff realized that the Program's lead-generating strategies violated New York Life's rules. In accordance with New York Life's policies, Plaintiff submitted to the New York Life compliance department the language provided in the Program for use in social networking site advertisements. New York Life compliance denied his request to use the language. Continuing to follow the Program's lessons, Plaintiff made videos to use in Facebook ads but, again, New York Life compliance denied his request to use them.

57. Plaintiff relayed these events to Defendants through various communications, including directly to Alberto Riehl in a live support call. Riehl told Plaintiff that

1 getting approval from his company was not part of the Program and told Plaintiff to
2 proceed according to the Program's instructions. Believing there was an exception
3 or work-around he was not aware of, but Defendants were, Plaintiff followed
4 Defendants' instructions.

5 58. Subsequently, Plaintiff reviewed the New York Life rules, which clearly
6 prohibited the strategies in the Program's lessons. Plaintiff again contacted Riehl in
7 a live support call, explaining the conflict between the Program's strategies and New
8 York Life's rules and, this time, requested a refund. Riehl maintained that the
9 Program's strategies were fully compliant but suggested that Plaintiff should hire an
10 assistant. Plaintiff again requested a refund, as hiring an assistant was not consistent
11 with the Program's promise of automatic lead generation. At that point, Riehl muted
12 Plaintiff's phone line for the remainder of the live support session.

13 59. After Plaintiff's multiple public requests for a refund, Defendants terminated
14 Plaintiff's access to the Program's online platform and other Program-related
15 outlets. Riehl threatened to report Plaintiff to New York Life's compliance
16 department. Plaintiff was never issued any refund.

17 60. In addition to the fee he paid for the Program, Plaintiff also incurred out of
18 pocket expenses in the form of additional fees paid to various online subscriptions
19 required by the Program including a DreamSource-related LinkedIn program (\$99
20 per month) and other paid-for services through companies called Active Campaign
21 and Clickfunnels.

22 61. As a proximate result of Defendants' conduct, Plaintiff suffered injuries
23 including but not limited to out-of-pocket damages, lost time, stress, and anxiety.

24 **CLASS ACTION ALLEGATIONS**

25 62. Plaintiff brings this class action pursuant to Federal Rules of Civil Procedure
26 23(a), 23(b)(2), and 23(b)(3).

27 63. Plaintiff brings this class action to seek relief on behalf of himself and the
28 following Refund Class:

1 **The Refund Class:** All individuals who purchased the Predictable
2 Premium Program at any time between April 24, 2017 to the present
3 and who made a request for a refund that was denied.

4 64. Plaintiff also brings this action on behalf of the following New Jersey Refund
5 Subclass:

6 **The New Jersey Refund Subclass:** All members of the Refund Class
7 who, at the time of their purchase, resided in New Jersey.

8 Plaintiff will amend this complaint to add other State Subclasses, if appropriate,
9 upon discovery of facts substantiating the addition of such subclasses.

10 65. Plaintiff also brings this action on behalf of the following NYL Compliance
11 Class:

12 **The NYL Compliance Class:** All individuals who purchased the
13 Predictable Premium Program at any time between April 24, 2017 to
14 the present and who, at the time of their purchase, worked for New York
15 Life Insurance Company.

16 Plaintiff will amend this complaint to add other Compliance Subclasses comprised
17 of agents of other carriers, if appropriate, upon discovery of facts substantiating the
18 addition of such subclasses.

19 66. Plaintiff also brings this action on behalf of the following New Jersey NYL
20 Compliance Subclass:

21 **The New Jersey NYL Compliance Subclass:** All members of the
22 NYL Compliance Class who, at the time of their purchase, resided in
23 New Jersey.

24 Plaintiff will amend this complaint to add other State Subclasses, if
25 appropriate, upon discovery of facts substantiating the addition of such
26 subclasses.

27 67. Plaintiff reserves the right to amend the above definitions of the Classes and
28 Subclasses if discovery or further investigation demonstrate that they should be
29 expanded or otherwise modified.

30 68. The members of the Classes are so numerous, counting no less than 600
31 persons, that joinder of all members would be impracticable.

1 69. There are questions of law and fact common to the members of the Classes
2 and Subclasses that predominate over any questions affecting only individual
3 members, including:

- 4 a. Whether Defendants' statements and representations regarding the
5 Predictable Premium Program (including its money-back guarantee and
6 compatibility and compliance with New York Life's rules) were false and
7 misleading;
- 8 b. Whether Defendants concealed material information regarding the
9 Predictable Premium Program;
- 10 c. Whether Defendants knew the falsity of the misrepresentations at the time
11 they were made;
- 12 d. Whether Defendants' misrepresentations were material to the Classes and
13 Subclasses in considering the Predictable Premium Program;
- 14 e. Whether Defendants' intended to induce members of the Classes and
15 Subclasses to rely on their misrepresentations regarding the Predictable
16 Premium Program;
- 17 f. Whether Defendants negligently misrepresented the Predictable Premium
18 Program to Plaintiff and members of the Classes and Subclasses;
- 19 g. Whether Defendants' misrepresentations played a substantial and material
20 part in influencing the course of action of members of the Classes and
21 Subclasses to pay for the Predictable Premium Program;
- 22 h. Whether Defendants' misrepresentations caused damages to members of
23 the Classes and Subclasses;
- 24 i. The nature and quantity of damages suffered by members of the Classes
25 and Subclasses;
- 26 j. Whether Defendants were unjustly enriched by their conduct;
- 27 k. Whether Defendants' conduct constituted unfair competition under
28 California law;

- 1 l. Whether Defendants’ conduct constituted false advertising under
- 2 California law;
- 3 m. Whether Defendants’ conduct constituted deceptive trade practices under
- 4 Nevada law; and
- 5 n. Whether Defendants’ conduct violated New Jersey’s Consumer Fraud Act.

6 70. Plaintiff’s claims are typical of the claims of the Classes and Subclasses.
7 Plaintiff has no interests antagonistic to those of the Classes and Subclasses and is
8 not subject to any unique defenses.

9 71. Plaintiff will fairly and adequately protect the interests of the Classes and
10 Subclasses and has retained attorneys experienced in class action and complex
11 litigation.

12 72. A class action is superior to all other available methods for the fair and
13 efficient adjudication of this controversy for, *inter alia*, the following reasons:

- 14 a. It is economically impractical for members of the Classes and Subclasses
- 15 to prosecute individual actions;
- 16 b. The Classes and Subclasses are readily ascertainable and definable;
- 17 c. Prosecution as a class action will eliminate the possibility of repetitious
- 18 litigation; and
- 19 d. A class action will enable claims to be handled in an orderly and
- 20 expeditious manner, will save time and expense, and will ensure
- 21 uniformity of decisions.

22 73. Adequate notice of this action may be made by mail or email using the
23 information in Defendants’ books and records.

24 74. Plaintiff does not anticipate any difficulty in the management of this litigation.

1 **CAUSES OF ACTION**

2 **First Cause of Action**

3 **Fraud**

4 **[On behalf of Refund Class and NYL Compliance Class]**

5 75. Plaintiff realleges and incorporates the above allegations by reference as if set
6 forth fully herein.

7 76. Plaintiff brings this cause of action on behalf of himself, the Refund Class,
8 and the NYL Compliance Class.

9 77. Defendants engaged in intentional misrepresentations. Defendants made
10 numerous material misrepresentations to Plaintiff and the Classes about the
11 Predictable Premium Program.

12 78. **With respect to the Refund Class:** Defendants represented to Plaintiff and
13 the Refund Class that the Predictable Premium Program was backed by a 100 percent
14 money-back guarantee. This statement was false. Defendants omitted any mention
15 that Defendants had a policy to uniformly reject all refund requests. Defendants also
16 omitted that they would prohibit customers from accessing the Program completely
17 if they pursued their request for a refund. In doing so, Defendants misrepresented
18 material facts regarding the Program's nature, purpose, value, and risk. Plaintiff and
19 the Refund Class relied on these misrepresentations to their detriment. The purported
20 risk-free nature of the Program was a material aspect to Plaintiffs and the Refund
21 Class. Had they known there was no guaranteed right to recover their money if the
22 Program turned out to be ineffective, they would not have purchased it.

23 79. **With respect to the NYL Compliance Class:** Defendants represented
24 Plaintiff and the NYL Compliance Class that the Predictable Premium Program was
25 guaranteed to generate automated leads for agents of all life insurance companies,
26 that the Program was compatible with all large institutional carriers including New
27 York Life, and that the Program complied with all major life insurance carrier's
28 marketing rules, including New York Life's. These were representations of fact and

1 were uniformly and objectively false. Defendants omitted any mention that the
2 Predictable Premium Program was, in fact, not compliant with NYL's rules and that
3 adhering to the Program could result in disciplinary action by NYL for violating its
4 rules. In doing so, Defendants misrepresented material facts regarding the Program's
5 nature, purpose, value, and risk. These omissions rendered Defendants' affirmative
6 representations deceptive and likely to mislead. These facts were known or
7 accessible only to Defendants, who knew they were not known to or reasonably
8 discoverable by Plaintiff and the Class. Prior to purchasing the Program, Plaintiff
9 and the Class had no knowledge of the details of the Program and what would be
10 required by the various steps. As such, they had no way of determining whether it
11 complied with NYL's rules. Defendants were in sole possession of this information.

12 80. Defendants knew these representations were false when they made them or
13 knew they did not have sufficient information to make the representations. With
14 respect to Defendants' representations as to the Program's compatibility with NYL's
15 rules, Defendants knew, based on prior experience in the insurance industry and
16 based on complaints directed to them made by prior customers, that the Program did
17 not and could not comply with NYL's rules.

18 81. Defendants intended to induce Plaintiff and members of the Classes to rely on
19 the information and act on it accordingly by purchasing the Program in order to
20 generate revenue for Defendants. Unaware of the falsity of the representations,
21 Plaintiff and members of the Classes relied on these misrepresentations by
22 purchasing the Program for approximately \$6,000.

23 82. By making the above-described false representations regarding the Program's
24 guaranteed results, money back guarantee, and compatibility with NYL and other
25 major carriers, Defendants made false promises to Plaintiff and the Classes as to
26 material facts regarding the Program's nature, purpose, value, and risk. Defendants
27 promised a 100 percent money back guarantee that they knew they would not
28 provide based on their own policy of denying customer refunds. Defendants

1 promised the Program was compatible with NYL rules but knew this promise was
2 false based on their own prior experience working in the insurance industry and
3 based on prior complaints from other customers who informed them of the
4 Program's incompatibility with NYL and other major carriers' advertising policies.
5 Defendants knew these promises would be material to potential customers and made
6 them with the intent of inducing Plaintiff and members of the Classes to rely on them
7 and purchase the Program. Plaintiff and members of the Classes were unaware of
8 Defendants' intention not to perform the promises. Plaintiff and members of the
9 Class acted in reliance on the promises by purchasing the Program for approximately
10 \$6,000.

11 83. By making the above-described false representations, Defendants also
12 concealed and failed to disclose information that they had a duty to disclose.
13 Defendants were under a duty to disclose all material information that would be
14 necessary to Plaintiffs to understand the nature the Program, including Defendants'
15 policy against refunding money to dissatisfied customers and the Program's
16 incompatibility with NYL policies. Defendants concealed or failed to disclose these
17 material facts—namely that they would not honor the 100 percent money-back
18 guarantee and that the Program violated NYL's rules. Defendants had a special
19 relationship with Plaintiff and members of the Classes based on the fact Plaintiff and
20 members of the Classes put their confidence in Defendants because of their position,
21 experience or knowledge, and Defendants were aware Plaintiffs and members of the
22 Classes were giving that confidence. Because of the special relationship, Defendants
23 were under a duty to disclose these facts to Plaintiff and members of the Classes
24 because they knew that, by concealing them, Plaintiffs and the Classes would be
25 defrauded. Defendants intended to induce Plaintiff and members of the Classes to
26 act in a manner different than they would have had they known the truth. Plaintiff
27 and members of the Class were unaware that Defendants would not honor the
28

1 money-back guarantee or that the Program violated NYL’s rules and would not have
2 acted as they did if they had known those facts.

3 84. Plaintiff and members of the Classes reasonably and justifiably relied on
4 Defendants’ false representations, false promises, concealments, and omissions
5 described above. The representations false promises, concealments, and omissions
6 played a substantial and material part in influencing the course of action of Plaintiff
7 and members of the Classes took in purchasing the Predictable Premium Program.

8 85. As a direct and proximate cause of Defendants’ fraudulent misrepresentations,
9 false promises, concealments, and omissions, Plaintiff and members of the Classes
10 were damaged in an amount to be proven at trial.

11 **Second Cause of Action**

12 **Negligent Misrepresentation**

13 **[On behalf of Refund Class and NYL Compliance Class]**

14 86. Plaintiff realleges and incorporates the above allegations by reference as if set
15 forth fully herein.

16 87. Plaintiff brings this cause of action on behalf of himself, the Refund Class,
17 and the NYL Compliance Class.

18 88. **With respect to the Refund Class:** Defendants represented to Plaintiff and
19 the Refund Class that the Predictable Premium Program was backed by a 100 percent
20 money-back guarantee. This statement was false. Defendants omitted any mention
21 that refund requests would uniformly be rejected at Defendants’ discretion.
22 Defendants also omitted that they would prohibit customers from accessing the
23 Program completely if they pursued their request for a refund. In doing so,
24 Defendants misrepresented material facts regarding the Program’s nature, purpose,
25 value, and risk. Plaintiff and the Refund Class relied on these misrepresentations to
26 their detriment. The purported risk-free nature of the Program was a material aspect
27 to Plaintiffs and the Refund Class. Had they known there was no guaranteed right to
28

1 recover their money if the Program turned out to be ineffective, they would not have
2 purchased it.

3 **89. With respect to the NYL Compliance Class:** Defendants misrepresented
4 Plaintiff and the NYL Compliance Class that the Predictable Premium Program was
5 guaranteed to generate automated leads for agents of all life insurance companies,
6 that the Program was compatible with all large institutional carriers including New
7 York Life, and that the Program complied with all major life insurance carrier's
8 marketing rules, including New York Life's. These were representations of fact and
9 were uniformly and objectively false. Defendants omitted any mention that the
10 Predictable Premium Program was, in fact, not compliant with NYL's rules and that
11 adhering to the Program could result in disciplinary action by NYL for violating its
12 rules. In doing so, Defendants misrepresented material facts regarding the Program's
13 nature, purpose, value, and risk. These omissions rendered Defendants' affirmative
14 representations deceptive and likely to mislead. These facts were known or
15 accessible only to Defendants, who knew they were not known to or reasonably
16 discoverable by Plaintiff and the Class. Prior to purchasing the Program, Plaintiff
17 and the Class had no knowledge of the details of the Program and what would be
18 required by the various steps. As such, they had no way of knowing whether it
19 complied with NYL's rules. Defendants were in sole possession of this information.

20 **90.** Defendants had no reasonable grounds for believing the misleading
21 statements described above were true at the time they were made. Defendants failed
22 to conduct reasonable and diligent investigation of the representations they made to
23 Plaintiff and the Classes to ensure those statements were true. Defendants' policy
24 against refunding customer funds was known to Defendants as it was their own
25 policy. Many of NYL's rules were publicly available and could be viewed online
26 and could be confirmed by consulting with NYL compliance personnel. Defendants,
27 in the exercise of reasonable care, should have known that their statements and
28 omissions were misleading, including because Defendants knew or should have

1 known that (1) they would not issue refunds as promised; and (2) because
2 Defendants knew or should have known that the Program did not comply with
3 NYL's rules.

4 91. Defendants each owed a duty to Plaintiff and members of the Classes to speak
5 with care and explain fully and truthfully all material facts regarding the Program.
6 This duty arose from several bases. Defendants' duty arose under the UCL, FAL,
7 Nevada's Deceptive Trade Practices Act, and New Jersey's Consumer Fraud Act,
8 which prohibit deceptive acts or practices affecting consumer commerce. This
9 includes material representations, omissions, or practices that are likely to mislead a
10 reasonable consumer. Additionally, DreamSource's duty to disclose arose from its
11 privity relationship with Plaintiff and the Classes.

12 92. The above-described relationship between Defendants and Plaintiff was such
13 that, in morals and good conscience, Plaintiff and the Classes had the right to rely
14 upon Defendants for information. Defendants were in a special position of
15 confidence and trust with Plaintiff and the Class such that their reliance on
16 Defendants' negligent misrepresentations was justified.

17 93. Defendants knew, or reasonably should have known, that Plaintiff and the
18 Classes would rely on their misrepresentations and omissions in purchasing the
19 Predictable Premium Program. Defendants knew that it was the sole source of
20 information about the Program and knew that Plaintiff and the Classes would
21 therefore rely on its representations.

22 94. The negligent misrepresentations and omissions made by Defendants, upon
23 which Plaintiff and members of the Classes reasonably and justifiably relied, were
24 intended to induce, and actually induced, Plaintiff and members of the Classes
25 members to purchase the Predictable Premium Program.

26 95. As a direct and proximate cause of their reliance on Defendants'
27 representations, Plaintiff and the members of the Classes have been injured as
28 described herein and are entitled to damages in an amount to be proven at trial.

Third Cause of Action

Unjust Enrichment

[On behalf of Refund Class and NYL Compliance Class]

1
2
3
4 96. Plaintiff realleges and incorporates the above allegations by reference as if set
5 forth fully herein.

6 97. Plaintiff brings this cause of action on behalf of himself, the Refund Class,
7 and the NYL Compliance Class.

8 98. Plaintiff and members of the Classes conferred a monetary benefit on
9 Defendants by each paying Defendants approximately \$6,000 on the promise that
10 Defendants would provide, in exchange, a lead generation program guaranteed to
11 deliver automated leads, backed by a 100 percent money-back guarantee, and
12 compliant with all major insurance carriers' marketing rules, including NYL's rules.

13 99. Defendants enriched themselves by receiving, retaining, and appropriating
14 Plaintiff and the Classes' money but failing to deliver the Program as advertised.
15 With respect to the Refund Class, Defendants provided a Program that did not
16 generate automated leads and was not backed by a 100 percent money-back
17 guarantee. Relying on the purported money-back guarantee, Plaintiff and the Refund
18 Class requested refunds of their tuition payments. However, rather than refunding
19 Plaintiff and the Class, Defendants refused to honor the money-back guarantee.
20 Plaintiff and the Class, therefore, did not receive the benefit of the bargain and
21 Defendants unjustly retained Plaintiff and the Class's funds. With respect to the
22 NYL Compliance Class, Defendants provided a Program that was not compliant
23 with NYL's rules. Plaintiff and the Class were unable to use the Program without
24 running afoul of NYL's rules. It was, therefore, valueless to them, however,
25 Defendants unjustly retained Plaintiff and the Class's funds.

26 100. Under the principles of equity and good conscience, Defendants should not be
27 permitted to retain Plaintiff's and the Classes' money, because Defendants have not
28 provided the promised program in exchange.

1 101. Defendants acquired the monetary benefit through inequitable means, in that
2 they used deceptive, fraudulent, and misleading conduct to induce Plaintiff and
3 members of the Classes to pay them for the Program. Defendants are, therefore,
4 conscious wrongdoers.

5 102. If Plaintiff and members of the Classes knew that Defendants would not
6 provide the Program as promised, they would not have agreed to remit their tuition
7 payments of approximately \$6,000.

8 103. Defendants accepted and retained the monetary benefits conferred upon them
9 by Plaintiff and members of the Classes under circumstances indicating Defendants
10 would provide a valuable and risk-free lead-generation program guaranteed to
11 deliver results, backed by a 100 percent money-back guarantee, and compliant with
12 all major insurance carriers' marketing rules, including NYL's rules. Defendants
13 have not provided the promised program. It would, therefore, be inequitable and
14 unjust for Defendants to retain such benefit without repayment of the value thereof.

15 104. As a direct and proximate result of Defendants' conduct, Plaintiff and
16 members of the Classes have suffered and will suffer injury, including but not
17 limited to the loss of their purchase payments of approximately \$6,000 and other
18 monies spent in conjunction with implementing the Program's strategies.

19 105. Defendants should be compelled to disgorge all proceeds that they unjustly
20 received from Plaintiff and members of the Classes.

21 **Fourth Cause of Action**

22 **Violation of the Unfair Competition Law**

23 **Cal. Bus. & Prof. Code § 17200**

24 **[On behalf of Refund Class and NYL Compliance Class]**

25 106. Plaintiff realleges and incorporates the above allegations by reference as if set
26 forth fully herein.

27 107. Plaintiff brings this cause of action on behalf of himself, the Refund Class,
28 and the NYL Compliance Class.

1 108. The UCL prohibits any “unlawful, unfair or fraudulent business act or
2 practice.” Cal. Bus. & Prof. Code § 17200, et seq.

3 109. The acts, omissions, misrepresentations, practices, and non-disclosures of
4 Defendants as alleged herein constitute business acts and practices.

5 **110. With respect to the Refund Class:** Defendants represented to Plaintiff and
6 the Refund Class that the Predictable Premium Program was backed by a 100 percent
7 money-back guarantee. This statement was false. Defendants omitted any mention
8 that refund requests would uniformly be rejected at Defendants’ discretion.
9 Defendants also omitted that they would prohibit customers from accessing the
10 Program completely if they pursued their request for a refund. In doing so,
11 Defendants misrepresented material facts regarding the Program’s nature, purpose,
12 value, and risk. Plaintiff and the Refund Class relied on these misrepresentations to
13 their detriment. The purported risk-free nature of the Program was a material aspect
14 to Plaintiffs and the Refund Class. Had they known there was no guaranteed right to
15 recover their money if the Program turned out to be ineffective, they would not have
16 purchased it.

17 **111. With respect to the NYL Compliance Class:** Defendants misrepresented
18 Plaintiff and the NYL Compliance Class that the Predictable Premium Program was
19 guaranteed to generate automated leads for agents of all life insurance companies,
20 that the Program was compatible with all large institutional carriers including New
21 York Life, and that the Program complied with all major life insurance carrier’s
22 marketing rules, including New York Life’s. These were representations of fact and
23 were uniformly and objectively false. Defendants omitted any mention that the
24 Predictable Premium Program was, in fact, not compliant with NYL’s rules and that
25 adhering to the Program could result in disciplinary action by NYL for violating its
26 rules. In doing so, Defendants misrepresented material facts regarding the Program’s
27 nature, purpose, value, and risk. These omissions rendered Defendants’ affirmative
28 representations deceptive and likely to mislead. These facts were known or

1 accessible only to Defendants, who knew they were not known to or reasonably
2 discoverable by Plaintiff and the Class. Prior to purchasing the Program, Plaintiff
3 and the Class had no knowledge of the details of the Program and what would be
4 required by the various steps. As such, they had no way of knowing whether it
5 complied with NYL’s rules. Defendants were in sole possession of this information.

6 112. **Unlawful:** The acts alleged herein are “unlawful” under the UCL in that they
7 violate at least the following laws:

- 8 • California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500,
9 *et seq.* (as alleged below)
- 10 • Nevada’s Deceptive Trade Practices Act, Nev. Rev. St. §§ 598.0901, *et*
11 *seq.* (“NDTPA”) (as alleged below)
- 12 • New Jersey’s Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1, *et seq.*
13 (“NJCFA”) (as alleged below)
- 14 • California, Nevada, and New Jersey common law for fraud, negligent
15 misrepresentation, and unjust enrichment (as alleged above)

16 113. **Unfair:** Defendants’ conduct with respect to the labeling, advertising, and sale
17 of the Predictable Premium Program and their denial of refund requests was “unfair”
18 because Defendants’ deceptive and dishonest conduct in the marketplace was
19 immoral, unethical, unscrupulous, or substantially injurious to Plaintiff and
20 members of the Classes and the utility of Defendants’ conduct, if any, does not
21 outweigh the gravity of the harm to their victims.

22 114. Defendants’ conduct with respect to the labeling, advertising, and sale of the
23 Predictable Premium Program and their denial of refund requests was and is also
24 unfair because it violates public policy as declared by specific statutory provisions
25 including but not limited to the above cited statutes.

26 115. Defendants’ conduct with respect to the labeling, advertising, and sale of the
27 Predictable Premium Program and their denial of refund requests was and is unfair
28 because the injury was substantial, not outweighed by benefits to competition, and
not one that Plaintiff or members of the Classes could reasonably have avoided.

1 116. **Fraudulent:** A statement or practice is “fraudulent” under the UCL if it is
2 likely to mislead or deceive the public, applying an objective reasonable consumer
3 test.

4 117. As set forth herein, Defendants’ representations regarding the Predictable
5 Premium Program are likely to mislead reasonable consumers to believe
6 Defendants’ claims and promises relating to the Predictable Premium Program are
7 true.

8 118. Defendants profited from the sale of the falsely, deceptively, and unlawfully
9 advertised Predictable Premium Program.

10 119. Defendants’ conduct caused and continues to cause substantial injury to
11 Plaintiff and the members of the Classes. Defendants continue to publish misleading
12 claims about the Predictable Premium Program and continue to deny refund
13 requests. Plaintiff has suffered injury in fact as a result of Defendants’ unlawful,
14 unfair, and fraudulent conduct.

15 120. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order
16 enjoining Defendants from continuing to conduct business through unlawful, unfair,
17 and fraudulent acts and practices.

18 121. Plaintiff and the Classes also seek an order for and restitution of all monies
19 from the sale of the Predictable Premium Program, which were unjustly acquired
20 through acts of unlawful competition, and any other relief allowed under the UCL,
21 including interest and attorneys’ fees pursuant to, *inter alia*, Code of Civil Procedure
22 § 1021.5, and to such other and further relief as this Court may deem just and proper.

23 **Fifth Cause of Action**

24 **Violation of the False Advertising Law**

25 **Cal. Bus. & Prof. Code § 17500**

26 **[On behalf of Refund Class and NYL Compliance Class]**

27 122. Plaintiff realleges and incorporates the above allegations by reference as if set
28 forth fully herein.

1 123. Plaintiff brings this cause of action on behalf of himself, the Refund Class,
2 and the NYL Compliance Class.

3 124. A substantial amount of the conduct described herein took place within the
4 state of California and constitutes deceptive or false advertising in violation of
5 California Business and Professions Code §§ 17500, *et seq.*

6 125. California Business and Professions Code §§ 17500, *et seq.* prohibits
7 deceptive or misleading practices in connection with advertising or representations
8 made for the purpose of inducing, or which are likely to induce, consumers to
9 purchase products.

10 126. It is also unlawful under the FAL to disseminate statements concerning
11 property or services that are “untrue or misleading, and which is known, or which
12 by the exercise of reasonable care should be known, to be untrue or misleading.” *Id.*

13 127. Defendants violated the FAL when they marketed, advertised, and promoted
14 the Predictable Premium Program by: (1) misleading Plaintiffs and Class members
15 about the benefits of the Program, (2) omitting material facts about the compatibility
16 of the Program with NYL’s rules, and (3) omitting material facts about the
17 Program’s purported money-back guarantee.

18 128. Defendants knew these representations were false when they made them or
19 knew they did not have sufficient information to make the representations. With
20 respect to Defendants’ representations as to the Program’s compatibility with NYL’s
21 rules, Defendants either (1) knew what NYL’s rules were, in which case they knew
22 the Program did not and could not comply, or (2) they did not know the specifics of
23 NYL’s rules, in which case Defendants were reckless in representing the Program
24 complied with them in the absence of such information. With respect to Defendants’
25 misrepresentations and omissions regarding the Program’s guaranteed results and
26 money-back guarantee, Defendants were either aware that the Program did not have
27 such benefits, or they were aware that they lacked the information and knowledge
28 required to truthfully make these representations.

1 129. Plaintiff has standing to pursue claims under the FAL because he reasonably
2 reviewed and relied on Defendants' statements when purchasing the Predictable
3 Premium Program.

4 130. In reliance on the statements made in Defendants' advertising and marketing
5 materials and Defendants' omissions and concealment of material facts regarding
6 the quality and characteristics of the Program, Plaintiff and members of the Classes
7 purchased the Program.

8 131. Had Defendants disclosed the true nature and characteristics of the Program,
9 Plaintiff and members of the Classes would not have purchased the Program.

10 132. As a direct and proximate result of Defendants' actions, as set forth herein,
11 Plaintiff suffered injury in fact, and lost money or property including but not limited
12 to economic loss and lost time dedicated to the investigation of and attempt to obtain
13 a refund.

14 133. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of himself,
15 the Refund Class, and the NYL Compliance Class, seeks an order enjoining
16 Defendants from continuing to engage in deceptive business practices, false
17 advertising, and any other act prohibited by law, including those set forth in this
18 Complaint.

19 134. Plaintiffs seek an order of this Court awarding restitution and injunctive relief
20 and all other relief allowed under the FAL, including interest and attorneys' fees
21 pursuant to, *inter alia*, California Code of Civil Procedure section 1021.5, and to
22 such other and further relief as this Court may deem just and proper.

23 **Sixth Cause of Action**

24 **Violation of Nevada's Deceptive Trade Practices Act**

25 **NRS 41.600 & NRS Chapter 598**

26 **[On behalf of Refund Class and NYL Compliance Class]**

27 135. Plaintiff incorporates the above allegations by reference as if set forth fully
28 herein.

1 136. Plaintiff brings this cause of action on behalf of himself, the Refund Class,
2 and the NYL Compliance Class.

3 137. Pursuant to Nev. Rev. Stat. § 41.600(2)(e), “[a]n action may be brought by
4 any person who is a victim of consumer fraud. As used in this section, ‘consumer
5 fraud’ means ... [a] deceptive trade practice as defined by NRS 598.0915 to
6 598.00925, inclusive,” also known as Nevada’s Deceptive Trade Practices Act
7 (“NDTPA”).

8 138. Defendants engaged in deceptive trade practices under the NDTPA based on
9 the conduct described herein, and specifically in the following ways:

- 10 a. Under NRS 598.0915(2), Defendants knowingly made false
11 representations as to the source, sponsorship, approval or certification of a
12 good or service by representing that the Program and its strategies were
13 approved (or sure to be approved) by NYL and compliant with NYL’s
14 internal rules when in fact the Program and its strategies were not approved
15 by NYL nor compliant with its rules;
- 16 b. Under NRS 598.0915(5), Defendants knowingly made false
17 representations as to the characteristics, uses, benefits, and qualities of a
18 good or service by (1) representing that the Program and its strategies were
19 approved (or sure to be approved) by NYL and compliant with NYL’s
20 internal rules when in fact the Program and its strategies were not approved
21 by NYL nor compliant with its rules; and (2) by advertising, but not
22 honoring, a 100 percent money back guarantee for the Program;
- 23 c. Under NRS 598.0915(7), Defendants knowingly misrepresented the
24 standard and quality of a good or service by representing that the Program
25 and its strategies were approved (or sure to be approved) by NYL and
26 compliant with NYL’s internal rules when in fact the Program and its
27 strategies were not approved by NYL nor compliant with its rules;
- 28

- 1 d. Under NRS 598.0915(8), Defendants knowingly disparaged the services
2 and business of Plaintiff and members of the NYL Compliance Class
3 through false or misleading representations of fact because, when the
4 Program proved useless for those individuals, Defendants blamed them for
5 a personal failure to implement the Program and its strategies when, in
6 reality, the Program did not work because it was not sanctioned by NYL
7 and therefore it lacked any possibility of efficacy whatsoever;
- 8 e. Under NRS 598.0915(9), Defendants knowingly advertised goods or
9 services with intent not to sell them as advertised by (1) purposefully
10 misrepresenting that the Program and its strategies were approved (or sure
11 to be approved) by NYL and compliant with NYL’s internal rules when in
12 fact the Program and its strategies were not approved by NYL nor
13 compliant with its rules; and (2) by advertising, but not honoring, a 100
14 percent money back guarantee for the Program;
- 15 f. Under NRS 598.0915(15), Defendants knowingly made false
16 representations in the transactions involving the Program, including by
17 accepting payment for the Program after having misrepresented the
18 Program as compliant with the internal rules used by any insurance
19 company, including NYL, and by advertising, but not honoring, the
20 Program’s advertised 100 percent money back guarantee;
- 21 g. Under NRS 598.092(8), Defendants knowingly misrepresented the legal
22 rights, obligations or remedies of a party to a transaction, including by
23 advertising, but not honoring, a 100 percent money back guarantee for the
24 Program; and
- 25 h. Under NRS 598.0923(1)(b), Defendants failed to disclose a material fact
26 in connection with the sale of goods or services by concealing (1) that the
27 Program and its strategies were not sanctioned by any life insurance
28

1 company including NYL; and (2) Defendants would rarely, if ever, honor
2 the advertised 100 percent money back guarantee.

3 139. Plaintiff and the Classes have suffered injuries, including lost time and money,
4 as a direct and proximate cause of Defendants' deceptive trade practices. Absent
5 Defendants' deceptive trade practices, Plaintiff and the Classes would not have
6 purchased the Program or would have paid substantially less for it. The harm to
7 Plaintiff and the Class members outweighs any legitimate justifications or motives
8 for engaging in such conduct.

9 140. The statements and representations made by Defendants were made for the
10 benefit of the reputation and revenue of Defendants and to induce, directly or
11 indirectly, others to purchase the services of and enter into a business relationship
12 with Defendants.

13 141. Defendants' conduct was a cause and a substantial factor in bringing about
14 Plaintiff's harm and Plaintiff seeks damages in law for the harm caused, including
15 Plaintiff's litigation costs and reasonable attorneys' fees as allowed under NRS
16 41.600(3), which exceed \$15,000.

17 142. Plaintiff and the Classes seek an order enjoining Defendants from continuing
18 their deceptive practices. Plaintiff and the Classes further seek a refund of all monies
19 paid to Defendants for the Predictable Premium Program, as well as all damages,
20 interest, attorneys' fees, and fees and costs allowable under Nevada law and the
21 NDTPA.

22 **Seventh Cause of Action**

23 **Violation of New Jersey's Consumer Fraud Act**

24 **(N.J. Stat. Ann. §§ 56:8-1 *et seq.*)**

25 **[On behalf of the New Jersey Refund Subclass and New Jersey NYL**
26 **Compliance Subclass]**

27 143. Plaintiff realleges and incorporates the above allegations by reference as if set
28 forth fully herein.

1 144. Plaintiff brings this cause of action on behalf of himself, the New Jersey
2 Refund Subclass, and the New Jersey NYL Compliance Subclass.

3 145. By engaging in the conduct described above with Plaintiff within the state of
4 New Jersey, Defendants committed consumer fraud and violated New Jersey's
5 Consumer Fraud Act (the "NJCFA").

6 146. By engaging in the conduct described above, Defendants used, by means of
7 affirmative acts, unconscionable commercial practices, deception, fraud, false
8 pretenses, false promises, and misrepresentations in connection with the sale and
9 advertisement of the Predictable Premium Program.

10 147. Specifically, Defendants advertised and marketed the Program and its
11 strategies on the promise that they were approved (or sure to be approved) by NYL
12 and compliant with NYL's internal rules when in fact the Program and its strategies
13 were not approved by NYL nor compliant with its rules. This is a material fact since
14 if they knew the Program did not comply with NYL's rules, Plaintiff and members
15 of the New Jersey NYL Compliance Subclass never have purchased it. Defendant
16 also advertised and marketed the Program and its strategies on the promise that it
17 was backed by a 100 percent money back guarantee when in fact Defendants refused
18 to honor refund requests at their discretion. This is also a material fact as Plaintiff
19 and members of the New Jersey Refund Subclass would not have purchased the
20 Program had they known that refund requests would not be honored.

21 148. **With respect to the New Jersey Refund Subclass:** Defendants advertised
22 and marketed the Predictable Premium Program as backed by a 100 percent money-
23 back guarantee. This statement was false. Defendants omitted any mention that
24 refund requests would uniformly be rejected at Defendants' discretion. Defendants
25 also omitted that they would prohibit customers from accessing the Program
26 completely if they pursued their request for a refund. In doing so, Defendants
27 misrepresented material facts regarding the Program's nature, purpose, value, and
28 risk. Plaintiff and the New Jersey Refund Subclass relied on these misrepresentations

1 to their detriment. The purported risk-free nature of the Program was a material
2 aspect to Plaintiffs and the New Jersey Refund Subclass. Had they known there was
3 no guaranteed right to recover their money if the Program turned out to be
4 ineffective, they would not have purchased it.

5 **149. With respect to the New Jersey NYL Compliance Subclass:** Defendants
6 advertised and marketed the Predictable Premium Program as being guaranteed to
7 generate automated leads for agents of all life insurance companies, that the Program
8 was compatible with all large institutional carriers including NYL, and that the
9 Program complied with all major life insurance carrier's marketing rules, including
10 NYL's. These were representations of fact and were uniformly and objectively false.
11 Defendants omitted any mention that the Predictable Premium Program was, in fact,
12 not compliant with NYL's rules and that adhering to the Program could result in
13 disciplinary action by NYL for violating its rules. In doing so, Defendants
14 misrepresented material facts regarding the Program's nature, purpose, value, and
15 risk. These omissions rendered Defendants' affirmative representations deceptive
16 and likely to mislead. These facts were known or accessible only to Defendants, who
17 knew they were not known to or reasonably discoverable by Plaintiff and the New
18 Jersey NYL Compliance Subclass. Prior to purchasing the Program, Plaintiff and the
19 New Jersey NYL Compliance Subclass had no knowledge of the details of the
20 Program and what would be required by the various steps. As such, they had no way
21 of determining whether it complied with NYL's rules. Defendants were in sole
22 possession of this information.

23 **150.** Defendants knew these representations were false when they made them or
24 knew they did not have sufficient information to make the representations. With
25 respect to Defendants' representations as to the Program's compatibility with NYL's
26 rules, Defendants either (1) knew what NYL's rules were, in which case they knew
27 the Program did not and could not comply, or (2) they did not know the specifics of
28

1 NYL's rules, in which case Defendants were reckless in representing the Program
2 complied with them in the absence of such information.

3 151. These affirmative acts had the potential to mislead and deceive when they
4 were performed and, in fact, did mislead and deceive Plaintiff and the Subclasses.
5 Unaware of the falsity of the representations, Plaintiff and members of the
6 Subclasses relied on these misrepresentations by purchasing the Program for
7 approximately \$6,000. As such, Defendants committed unlawful practices pursuant
8 to the NJCFA. N.J. Stat. Ann. §§ 56.8-2.

9 152. By engaging in the conduct described above, Defendants knowingly
10 concealed, suppressed, and omitted material facts with the intent that Plaintiff and
11 the Subclasses rely upon such concealment, suppression, and omission in connection
12 with the sale and advertisement of the Predictable Premium program. As such,
13 Defendants committed unlawful practices pursuant to the CFA. N.J. Stat. Ann. §§
14 56.8-2.

15 153. Defendants also advertised the Predictable Premium program as part of a plan
16 or scheme not to sell the service as advertised. As such, Defendants committed
17 unlawful practices pursuant to the CFA. N.J. Stat. Ann. §§ 56.8-2.2.

18 154. Defendants' representations regarding the Predictable Premium program
19 described above constitute "advertisements" as defined by N.J. Stat. Ann. § 56.8-
20 1(a).

21 155. The Predictable Premium program constitutes "merchandise" as defined by
22 N.J. Stat. Ann. § 56.8-1(c), as it is a good, commodity, or service offered to the
23 public for sale.

24 156. Plaintiff and the Subclass members are "persons" as defined by N.J. Stat. Ann.
25 § 56.8-1(d).

26 157. The transactions by which Plaintiffs and the Subclass members purchased or
27 subscribed to the Predictable Premium Program constitute "sales" as defined by N.J.
28 Stat. Ann. § 56.8-1(e).

1 158. As a direct and proximate cause of their reliance on Defendants’
2 representations, Plaintiff and Subclass members have been injured, including but not
3 limited to the loss of their purchase payments of approximately \$6,000 and other
4 monies spent in conjunction with implementing the Program’s strategies.

5 159. As a result, Plaintiff and the Subclasses seek a refund of all monies paid to
6 Defendants for the Predictable Premium Program, treble damages, interest,
7 attorneys’ fees, and fees and costs in an amount to be proven at trial. N.J. Stat. Ann.
8 § 56.8-2.11.

9 **PRAYER FOR RELIEF**

10 Plaintiff, on behalf of himself and the Classes, prays for relief and judgment
11 against Defendants as follows:

- 12 A. For an order certifying the proposed Classes and Subclasses pursuant to
13 Federal Rules of Civil Procedure, Rule 23;
 - 14 B. For an order appointing Plaintiff and his counsel to represent the Classes and
15 Subclasses;
 - 16 C. For actual and compensatory damages according to proof pursuant to code
17 and all other applicable laws and regulations;
 - 18 D. For restitution to the extent permitted by applicable law;
 - 19 E. For an order enjoining Defendants from continuing the unlawful, unfair, and
20 fraudulent acts and practices as set forth herein, including but not limited to
21 engaging in deceptive business practices, false advertising, and any other act
22 prohibited by law, including those set forth in this Complaint;
 - 23 F. For punitive and treble damages to the extent permitted by applicable law;
 - 24 G. For pre-judgment and post-judgment interest;
 - 25 H. For an award of attorneys’ fees, costs, and expenses as authorized by
26 applicable law; and
 - 27 I. For such other and further relief as this Court may deem just and proper.
- 28

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the Classes, demands a trial by jury on all issues so triable.

Dated this 24th day of April, 2023.

/s/ Elizabeth Kramer

Elizabeth Kramer

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