

1 Michael N. Feuer, City Attorney (SBN 111529)
2 James P. Clark, Chief Deputy City Attorney (SBN 64780)
3 Michael J. Bostrom, Assistant City Attorney (SBN 211778)
4 Steven S. Son, Deputy City Attorney (SBN 265921)
5 OFFICE OF THE LOS ANGELES CITY ATTORNEY
6 City Hall Main, 200 North Spring Street, #1400-A
7 Los Angeles, California 90012
8 Telephone: (213) 978-1863
9 Facsimile: (213) 978-2286
10 E-mail: steven.son@lacity.org

11 Attorneys for Plaintiff,
12 THE PEOPLE OF THE STATE OF CALIFORNIA

13 **NO FEE – CAL. GOVT. CODE § 6103**

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES

16 THE PEOPLE OF THE STATE OF
17 CALIFORNIA,

18 Plaintiff,

19 v.

20 LEAR CAPITAL, INC., a California
21 corporation, and DOES 1-25, inclusive,

22 Defendants.

Case No. _____

**COMPLAINT FOR INJUNCTIVE
RELIEF, RESTITUTION, AND CIVIL
PENALTIES FOR VIOLATION OF
CALIFORNIA'S UNFAIR
COMPETITION LAW (CAL. BUS. &
PROF. CODE §§ 17200, ET SEQ.)**

**[Verified Answer Required Pursuant to
CAL. CODE CIV. PROC. § 446(a)]**

1 leading customers into believing that they are only being charged a small fee, but also involving
2 other subject matters as is described in further detail herein. Unfortunately, and all too often,
3 customers rely on Lear Capital's false, misleading, and deceptive oral representations and
4 promises, and only later discover the fraud after it is already too late—since (as referenced above)
5 Lear Capital typically does not provide the customer the specific, material terms of the purchase
6 in writing until it has already collected its fee.

7 5. While experienced and sophisticated investors may not fall victim to Lear
8 Capital's tactics, the lives of novice and unsuspecting investors (and particularly, the elderly),
9 who are simply seeking to protect or grow their investments, are often utterly destroyed; many of
10 them have had their life savings and retirement funds decimated in one fell swoop. Lear Capital's
11 unfair business acts and practices also harm honest, reputable precious metals dealers that seek to
12 conduct business with their customers in good faith, by taking away market share and injuring the
13 reputation of the industry as a whole.

14 6. Lear Capital's gross misconduct necessitates a particularly strong response, and
15 the People respectfully request this Court's assistance in holding Lear Capital accountable by
16 issuing an injunction against its illegal business practices, ordering restitution to fully compensate
17 all injured customers, and imposing a civil penalty sufficient to deter such acts in the future.¹

18 PARTIES

19 7. The People bring this civil law enforcement action by and through Los Angeles
20 City Attorney Michael N. Feuer pursuant to California Business and Professions Code sections
21 17204 and 17206(a).²

22 8. Lear Capital is a privately-held California corporation with its principal place of
23 business at 1990 South Bundy Drive, Suite 650, Los Angeles, California 90025.

24 9. The true names and capacities of Defendants sued herein as Does 1 through 25,
25 inclusive, are unknown to the People, and the People therefore sue these Defendants by such

26
27 ¹ Government intervention is particularly appropriate and necessary here because Lear
Capital employs an arbitration clause in its contracts that also includes a class action waiver.

28 ² All further references are to California codes.

1 fictitious names.

2 10. When the true names and capacities of these Doe Defendants have been
3 ascertained, the People will seek leave of this Court to amend this Complaint to insert in lieu of
4 such fictitious names the true names and capacities of the fictitiously-named Defendants.

5 11. All of the acts and omissions described in this Complaint were duly performed by,
6 and attributable to, all Defendants, each acting as the agent, employee, alter ego, and/or under the
7 direction and control of the others, and such acts and omissions are within the scope of such
8 agency, employment, alter ego, and/or direction and control.

9 12. Each Defendant sued herein also (or in the alternative) aided and abetted all of the
10 other Defendants in violating the letter of, and the public policy embodied in, the laws set forth in
11 this Complaint.

12 JURISDICTION AND VENUE

13 13. The Superior Court has original jurisdiction over this action pursuant to Article VI,
14 section 10 of the California Constitution, which grants the Superior Court original jurisdiction in
15 all causes other than those specifically enumerated therein.

16 14. The Superior Court has personal jurisdiction over Lear Capital because Lear
17 Capital is headquartered in the State of California, and conducts business in and purposefully
18 avails itself of the markets of this state.

19 15. Venue is proper in this Court pursuant to Code of Civil Procedure section 395.5
20 because Lear Capital's principal place of business is situated within the County of Los Angeles.

21 INDUSTRY TERMS

22 16. In the precious metals industry, the term "bullion" generally refers to precious
23 metals in the form of bars, ingots, or coins in which the value is typically determined by the value
24 of the precious metal content, *i.e.*, its purity and mass.

25 17. Bullion, in whatever form, generally moves in tandem with the "spot price" for the
26 commodity, *i.e.*, the market price at which the commodity (like gold or silver) may be bought or
27 sold for immediate delivery.

28 18. In contrast, "numismatic" precious metals are rare and collectible items that are

1 primarily valued for their rarity, and carry some premium above and beyond the base melt value
2 of the precious metal.

3 19. The term “semi-numismatic” refers to precious metals that are claimed to exhibit
4 both bullion and numismatic traits, such that the value is supposedly derived from both their
5 precious metal content and some recognized collectible value.

6 **LEAR CAPITAL – THE BUSINESS AND PROFIT MODEL**

7 20. Originally founded by Kevin DeMeritt in 1997 as Meritt Investments, Inc., Lear
8 Capital is a Los Angeles-based precious metals dealer that primarily sells precious metals to
9 customers nationwide.

10 21. According to its website, Lear Capital has conducted \$3 billion in “trusted
11 transactions,” and has grown over the past two decades to now employ over 100 staff.

12 22. Lear Capital sells precious metals to customers in two different ways:

13 a. One, Lear Capital sells through direct possession, in which customers take
14 physical possession of the precious metals after purchase; and

15 b. Two, Lear Capital sells through placement in a third party depository, in
16 which the precious metals are held in a storage facility after purchase instead of being physically
17 delivered to customers—which typically occurs when the customer transfers funds from a
18 preexisting individual retirement account (“IRA”), or some other retirement plan, and purchases
19 precious metals to be held in a newly-opened Lear Capital self-directed precious metal IRA.³

20 23. Lear Capital primarily sells gold and silver that Lear Capital markets as bullion,
21 “premium,” or “semi-premium” in nature, but also conducts transactions involving other precious
22 metals, like platinum and palladium.⁴

23 24. Lear Capital primarily earns profits by charging a fee that is commonly referred to
24 as the “spread,” an industry term that refers to the difference between the dealer’s wholesale cost
25

26 ³ Self-directed IRAs, unlike traditional and Roth IRAs (which typically limit investments to
27 more common vehicles like stocks, bonds, and mutual funds), permit individuals to invest in a
wider range of assets, including precious metals.

28 ⁴ Lear Capital classifies its premium and semi-premium precious metals as numismatic and
semi-numismatic, respectively, and such terms are interchangeably used herein.

1 and the retail price offered to customers.

2 25. Lear Capital's fee can be as high as 33% in many cases to simply process a
3 transaction.

4 **THE MARKETING PLAN**

5 26. Lear Capital advertises through a variety of media, including print, radio,
6 television, online, and social media.

7 27. Lear Capital's advertising tells potential customers that there may be another
8 large-scale economic crisis—due to the volatility of the markets, the growth of the country's
9 budget deficit and rising national debt, and a corporate credit bubble driven by cheap credit—and
10 urges customers to call to invest in gold and silver to hedge against such financial uncertainty and
11 danger.

12 28. Lear Capital markets gold as a "safe haven" investment alternative to stocks,
13 bonds, and mutual funds, shielding customers from these "troubling" financial times—and that a
14 customer's "livelihood may depend on it."

15 29. Lear Capital markets silver as a "miracle metal" and "the new oil," claiming that
16 industrial demands and other factors will likely cause silver prices to rise, regardless of the state
17 of the economy—even advertising that the spot price of silver could reach \$100 an ounce, when
18 historically it has never reached even half that amount, and currently sits at roughly \$15 an ounce.

19 30. Lear Capital's advertising assures customers of a low-cost, convenient, and
20 efficient process for opening and holding precious metals in a Lear Capital self-directed IRA,
21 whether the customer (i) transfers funds from an existing IRA, (ii) initiates a rollover from a
22 different type of retirement plan (such as 401(k), 401(a), 403(b), 457, Thrift Savings Plan, or
23 annuities), or (iii) opens a Lear Capital precious metals IRA and funds it from other sources.

24 31. Lear Capital's marketing strategy is designed to get customers on the phone—
25 indeed, unlike many similarly-situated competitors, Lear Capital neither provides the actual
26 pricing information of its precious metals advertised on its website nor allows customers to make
27
28

1 purchases online.⁵

2 THE SALES PITCH

3 32. Once Lear Capital gets the customer on the phone, Lear Capital's well-trained
4 sales representatives, who typically earn higher commissions on sales of Lear Capital's so-called
5 premium (and semi-premium) coins and IRA-linked sales, attempt to limit all material
6 communications with the customer to the phone.

7 33. The manner in which Lear Capital communicates with customers over the phone
8 depends on what the sales representative perceives to be the best approach in which to manipulate
9 the particular customer:

10 a. At times, and particularly with the elderly, Lear Capital's smooth and
11 polished sales representatives slowly earn the customer's trust before discussing specific purchase
12 options, allowing the customer to initiate follow-up calls and "befriending" the customer by first
13 building an emotional connection; and

14 b. Other times, and again particularly with the elderly, Lear Capital's sales
15 representatives employ fast-paced, aggressive sales tactics designed to overwhelm, confuse, and
16 pressure the customer into making a purchase, relentlessly pursuing the customer with constant,
17 repeated calls.

18 34. Lear Capital employs a wide range of deception as to the nature and value of the
19 contemplated precious metals purchases, such as by leading customers into believing that:

20 a. Lear Capital will actually assist customers in purchasing bullion (as the
21 customers request), when in truth Lear Capital intends from the very beginning to switch the
22 customers to purchasing non-bullion in order to generate higher fees—since Lear Capital
23

24 ⁵ For example, Lear Capital lists "web prices" for the American Gold Eagle coin—one of
25 the most popular gold bullion coins in history—on its website in one-ounce, half-ounce, quarter-
26 ounce, and tenth-ounce denominations, and allows the customer to enter the quantities desired for
27 each weight. But after the customer selects the number of coins he or she wishes to purchase and
28 attempts to proceed to online checkout, the customer is then informed that he or she must call
Lear Capital to make the purchase. Ironically, Lear Capital asks customers whether they "prefer"
a "live person" (and lists its telephone number) directly below these stated "web prices," when
customers do not actually have the option to make an online purchase in the first instance.

1 typically charges a higher fee for its so-called premium and semi-premium products;

2 b. There is a risk that bullion may be “confiscated” by the government (unlike
3 Lear Capital’s so-called premium and semi-premium coins), when in truth there is neither any
4 current law under which the government can recall gold nor any way to predict that any item is
5 immune from a theoretical future recall;⁶

6 c. Lear Capital’s so-called premium and semi-premium coins are “rare” and
7 “valuable” (and constitute a “better” investment than bullion), when in truth such coins have
8 limited numismatic and collectible value (if any)—and which ignores the significant and
9 immediate cost imposed on customers in the form of Lear Capital’s fee;

10 d. The “worth” or “value” of the contemplated investment is the total
11 purchase price, when in truth such a claim ignores the significant and immediate cost imposed on
12 customers in the form of Lear Capital’s fee;

13 e. They are only being charged a small fee, when in truth Lear Capital’s fee
14 can be as high as 33% in many cases to simply process a transaction;

15 f. They can cancel a transaction (or return the precious metals) for a full
16 refund during a grace period, when in truth Lear Capital does not provide refunds;

17 g. Gains on investments of Lear Capital’s so-called premium and semi-
18 premium coins (in contrast to bullion) are non-reportable, when in truth customers must
19 ultimately pay taxes on capital gains upon sale, irrespective of the classification of the coins;

20 h. Holding precious metals in a Lear Capital self-directed IRA is a “safer”
21 investment than more traditional IRAs or other retirement plans, when in truth there is no way to
22 predict the future of the economy and the markets—and when such a claim ignores the significant
23 and immediate cost imposed on customers in the form of Lear Capital’s fee;

24 i. They can expect high returns on the contemplated investment, when in
25 truth there is no way to predict the future of the precious metals Lear Capital sells; and

26
27 ⁶ Lear Capital’s ploy is based on President Franklin D. Roosevelt’s 1933 executive order, in
28 which the government recalled most of the gold owned by private citizens but provided an
exception for “rare and unusual coins.” This limitation was repealed in 1974, however, and the
U.S. citizens subjected to the executive order were paid fair market value for their gold.

- 1 f. The customer will pay an “ask-to-cost” fee for the transaction;⁷
2 g. There is a risk of market fluctuation;
3 h. The customer is purchasing a specified quantity of certain precious metals
4 at certain prices; and
5 i. The customer will receive a written agreement to sign, date, and return to
6 Lear Capital (along with funds) to open the account.

7 37. All too often, the customer does not think twice about responding in the
8 affirmative to each of these questions, commonly because the customer:

9 a. Was told (and convinced) in advance that this recording is simply
10 “standard procedure” and that the customer’s purchase will conform with all of the prior (offline)
11 representations and promises previously made by Lear Capital; and/or

12 b. Is unable to catch the fee “disclosure” (or anything else inconsistent with
13 Lear Capital’s prior representations and promises) given the speed at which the customer is
14 pressured to respond “yes” to all of these questions.⁸

15 38. If the customer responds affirmatively to each of these questions, the Lear Capital
16 sales representative congratulates the customer on the purchase and ends the recording.

17 39. But in the event the customer is able to catch the fee “disclosure” in this midst of
18 this laundry list of questions the customer is hurried through, or in the event the customer
19 interrupts to ask material questions on any other subject matter, the Lear Capital sales
20 representative ends the recording.

21 40. In such situations, Lear Capital attempts to reassure the customer that the stated
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23 ⁷ At times, and without describing what “ask-to-cost” actually means, Lear Capital only
24 identifies the “maximum” fee, *e.g.*, “our maximum ask-to-cost fee may be up to 33%,” without
25 providing the actual, precise percentage to be imposed for the transaction. Other times, Lear
26 Capital identifies a specific “ask-to-cost” percentage, *e.g.*, “our ask-to-cost fee is 33%,” but
27 likewise does not describe what “ask-to-cost” actually means. Neither approach is sufficient
28 under the law for the reasons described herein.

⁸ In one case, Lear Capital called a resident of Willow Creek, California very early in the
morning and rushed this elderly gentlemen (who had just awoken) through this laundry list of
rapid questions to obtain “verbal consent” to charge a 33% fee. This elderly customer, who is
hard of hearing and was unable to catch the fee “disclosure” under the circumstances, sustained
an immediate \$300,000 loss to his IRA.

1 fee does not apply to that particular customer because this laundry list of questions is simply
2 “standard protocol” using “standard language,” and requests the customer to hold all questions
3 until the end of the recording so that this mere “formality” can first be completed.

4 41. To the extent the customer falls victim to such false assurances, the Lear Capital
5 sales representative again starts to record the call and again swiftly goes through the very same
6 questions described above.

7 42. And if the customer responds affirmatively to each of these questions on this
8 subsequent try, the sales representative congratulates the customer on the purchase and stops the
9 recording, thereafter continuing to falsely reassure the customer (again offline) that the
10 transaction will conform with all of the prior representations and promises previously made by
11 Lear Capital.

12 43. By design, Lear Capital’s call recording protocol, which remarkably permits its
13 staff to start and stop recording portions of any call at their whim, only captures a small subset of
14 Lear Capital’s communications with customers—and intentionally omits all of the false,
15 misleading, and deceptive representations and promises made to customers both before and after
16 the recording, not just as to Lear Capital’s fee but also as to any other subject matter.

17 **THE WRITTEN AGREEMENT**

18 44. Only after Lear Capital obtains the customer’s “verbal consent” does Lear Capital
19 typically provide the customer anything in writing even remotely specific to the customer and the
20 contemplated purchase, a short, two-page form document—which was historically labeled the
21 “Shipping and Transaction Agreement” but has recently been changed to the “Lear Capital
22 Transaction Agreement.”

23 45. But this agreement (in its various forms) still only identifies the name and contact
24 information of the customer and some general provisions applicable to all customers, instead of
25 providing the specific terms unique to the customer’s particular purchase.

26 46. The agreement neither specifies the quantity, type, nor cost of the precious metals
27 the customer is contemplating purchasing, nor does the agreement disclose the actual fee to be
28 imposed on the customer for the particular purchase—rather, the agreement merely identifies

1 general ranges and approximations of Lear Capital's fee, and even then the agreement states that
2 the actual fee may still fall outside these general figures for any particular transaction.

3 47. If necessary, Lear Capital mails the agreement to the customer to sign, date, and
4 return (along with funds) to open the account—but more frequently Lear Capital urges the
5 customer to accept an electronic copy of the agreement and rushes the customer to provide his or
6 her electronic signature, at times even hurrying and pressuring the customer to electronically
7 execute the document while the customer is still on the phone with Lear Capital (and necessarily
8 distracted).

9 48. Many customers, trusting Lear Capital, unfortunately rely on the representations
10 and promises previously made by Lear Capital over the phone, and sign the agreement.

11 49. If the customer has questions about (or refuses to sign) the agreement due to its
12 vague and ambiguous fee provisions (or in connection with any other subject matter), Lear
13 Capital attempts to reassure the customer that the agreement is merely a “formality” that includes
14 “standard language”—and that the customer can trust that the terms of his or her purchase will be
15 consistent with Lear Capitals' prior representations and promises.

16 50. Many customers trust such false assurances and sign, date, and return the
17 agreement to Lear Capital, along with funds.

18 51. In the event such false assurances do not convince the customer, Lear Capital
19 demands that the customer execute the agreement, claiming the customer had already provided
20 “verbal consent” which is “binding” and “non-rescindable,” and in some cases even threatens to
21 sue the customer to enforce the agreement.⁹

22 THE DISCOVERY AND THE RESPONSE

23 52. To the extent the customer returns to Lear Capital an executed agreement (along
24 with funds), Lear Capital processes the transaction and sends the customer a form purchase order
25 or invoice that, typically for the very first time in writing, specifically identifies the quantity, type,

26 ⁹ In one case, Lear Capital demanded a Rio Vista, California customer pay a “penalty” of
27 \$4,000, after the customer's wife refused to allow her husband to sign the written agreement (or
28 sign it on his behalf). Lear Capital claimed that this customer, an elderly veteran with significant
brain injuries resulting from an automobile accident with a drunk driver, had entered into an “oral
contract” in which he agreed to purchase \$100,000 of coins over the phone.

1 total cost, and actual fee associated with the customer's precious metals purchase.

2 53. When customers contact Lear Capital—demanding an explanation about the actual
3 fee Lear Capital imposed for the transaction, or any other subject matter about which Lear Capital
4 misled and deceived the customer relating to the purchase—Lear Capital often ignores the
5 customer entirely, or promises return calls that never materialize.

6 54. If the customer is able to reach Lear Capital—and which occurs only by phone,
7 since the customer is unable to get material responses to his or her questions in writing, even if
8 specifically so requested—Lear Capital continues its deceit concerning the nature and value of the
9 investment, falsely representing to the customer that the purchase price constitutes the “actual”
10 and “real” value of the precious metals.

11 55. To the extent customers request the fee or transaction be reversed or canceled
12 because they were deceived and misled about the nature and value of the investment, Lear Capital
13 informs customers that there are “no refunds” and that “all sales are final,” and claims that it has a
14 call recording that “proves” the customer agreed to the transaction.

15 56. Lear Capital routinely offers to provide (and provides) customers the brief call
16 recording in which customers purportedly have given “verbal consent” for the transaction—but
17 Lear Capital denies all of the other representations and promises made to customers outside of
18 this limited recording, and does not provide customers with any other parts of any other calls that
19 may have also been recorded.

20 57. Many customers, knowing well that they would have never agreed to the
21 transaction had they actually understood the amount of Lear Capital's fee to simply process the
22 purchase—which can be as high as 33% in many cases—or in connection with any other subject
23 matter as to which Lear Capital misled, resign themselves to the fact that they had been deceived.

24 58. But if customers continue to challenge Lear Capital's illicit sales practices, Lear
25 Capital responds by:

26 a. Telling the customer that the transaction is “fair” because the customer
27 “agreed” to the purchase terms as reflected on the call recording;

28 b. Telling the customer that he or she needs to “take responsibility” for his or

1 her “actions,” and that the customer “should have paid attention” during the call recording;

2 c. Telling the customer “tough luck” and “better luck next time”;

3 d. Challenging the customer to sue, and warning the customer that Lear
4 Capital has a “large legal department” that it will “turn loose” on the customer;

5 e. Threatening to sue the customer if the customer goes public with his or her
6 complaint, telling the customer that Lear Capital’s law department will “eat you alive”;

7 f. Telling the customer that he or she just needs to “deal with it” and “move
8 on” with his or her life;

9 g. Telling the customer that no judge or court would ever side with the
10 customer, given that Lear Capital has a “binding contract” as reflected in the call recording; and

11 h. Making other similar statements (also only over the phone), reflecting a
12 callous indifference and disregard to the plight of its customers.

13 59. In some cases, Lear Capital also offers to repurchase, *i.e.*, buyback, the customer’s
14 precious metals—but the repurchase offer is merely at Lear Capital’s current wholesale price, not
15 the retail price originally imposed on the customer.

16 **ENFORCEMENT AUTHORITY**

17 60. Business and Professions Code section 17200 states: “As used in this chapter,
18 unfair competition shall mean and include any unlawful, unfair or fraudulent business act or
19 practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter
20 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions
21 Code.”

22 61. Business and Professions Code section 17203, in relevant part, states: “Any
23 person who engages, has engaged, or proposes to engage in unfair competition may be enjoined
24 in any court of competent jurisdiction” and that “[t]he court may make such orders or judgments,
25 including the appointment of a receiver, as may be necessary to prevent the use or employment by
26 any person of any practice which constitutes unfair competition, as defined in this chapter, or as
27 may be necessary to restore to any person in interest any money or property, real or personal,
28 which may have been acquired by means of such unfair competition.”

1 68. Defendants Lear Capital and Does 1 through 25, and each of them, have violated
2 (and continue to violate) California’s Unfair Competition Law, Business and Professions Code
3 sections 17200, *et seq.* (“UCL”), by having engaged (and continuing to engage) in one or more of
4 the following unfair business acts and practices, particularly against senior citizens:

5 a. Misleading customers about the nature and value of their precious metals
6 purchases, such as in the manners described in paragraphs 34(a)-(j), 35-43, 44-51, and 54-57
7 above;

8 b. Employing a call recording protocol, in the form and manner described in
9 paragraphs 35 through 43 above, which is designed to exclude material representations and
10 promises and to inconspicuously convey to customers the actual fee Lear Capital intends to
11 impose for the transaction;

12 c. Providing to its customers a written agreement, in the form and manner
13 described in paragraphs 44 through 51 above, which neither specifies the quantity, type, nor cost
14 of the precious metals purchase, nor the actual fee to be imposed on the transaction, but instead is
15 intentionally designed to be vague and ambiguous, particularly as to Lear Capital’s fee;

16 d. Using the call recording protocol and the written agreement, in the forms
17 and manners described in paragraphs 35 through 51 above, to force transactions upon customers
18 on the basis that such procedures equate to “consent,” while ignoring all other material
19 representations and promises;

20 e. Waiting until after customers have tendered funds to provide customers
21 anything in writing containing the specific, material terms of the precious metals purchase
22 specific to the customer, as described in paragraphs 35 through 52 above; and

23 f. Ignoring customers’ requests and refusing to acknowledge any of the
24 material representations and promises made outside of the call recording after customers
25 complain, as described in paragraphs 52 through 59 above.

26 69. Defendants Lear Capital and Does 1 through 25, and each of them, have violated
27 (and continue to violate) the UCL by having engaged (and continuing to engage) in one or more
28 of the following fraudulent business acts and practices, particularly against senior citizens:

1 a. Misleading customers about the nature and value of their precious metals
2 purchases, such as in the manners described in paragraphs 34(a)-(j), 35-43, 44-51, and 54-57
3 above;

4 b. Misleading customers about the nature and purpose of, and in connection
5 with, Lear Capital's call recording protocol, as described in paragraphs 35 through 43 above;

6 c. Misleading customers about the nature and purpose of, and in connection
7 with, Lear Capital's form written agreement, as described in paragraphs 44 through 51 above; and

8 d. Misleading customers about the nature of the "consent" for their
9 transactions by ignoring all material representations and promises made outside of the call
10 recording, as described in paragraphs 52 through 59 above.

11 **PRAYER FOR RELIEF**

12 Wherefore, the People pray that:

13 1. Defendants be enjoined from engaging in any of the unfair competitive practices
14 described in this Complaint, pursuant to Business and Professions Code section 17203;

15 2. Defendants be ordered to restore to any person in interest any money or property,
16 real or personal, which was acquired by means of the unfair competitive acts described in this
17 Complaint, pursuant to Business and Professions Code section 17203;

18 3. Defendants be assessed a civil penalty of \$2,500 for each violation of the UCL
19 described in this Complaint, pursuant to Business and Professions Code section 17206(a);

20 4. Defendants be assessed an additional civil penalty of \$2,500 for each violation of
21 the UCL described in this Complaint against senior citizens and disabled persons, pursuant to
22 Business and Professions Code section 17206.1(a)(1);

23 5. The People recover the costs of this action; and

24 6. The People be granted such other and further relief as this Court may deem to be
25 just and proper.

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Dated: June 3, 2019

Respectfully submitted,

OFFICE OF THE LOS ANGELES CITY ATTORNEY

By:  _____

MICHAEL N. FEUER
Attorneys for Plaintiff,
THE PEOPLE OF THE STATE OF CALIFORNIA