

1 David A. Borgen, Of Counsel (SBN 99354)  
dborgen@gbdhlegal.com  
2 Laura L. Ho (SBN 173179)  
lho@gbdhlegal.com  
3 GOLDSTEIN, BORGEN, DARDARIAN & HO  
155 Grand Avenue, Suite 900  
4 Oakland, CA 94612  
Tel: (510) 763-9800  
5 Fax: (510) 835-1417

6 Harvey Rosenfeld (SBN 123082)  
harvey@consumerwatchdog.org  
7 Ryan Mellino (SBN 311624)  
Ryan.m@ConsumerWatchdog.org  
8 CONSUMER WATCHDOG  
9 6330 South San Vincente Blvd., Suite 250  
Los Angeles, CA 90048  
10 Tel: (310) 392-0522

11 Jay Angoff  
Jay.angoff@findjustice.com  
12 Michael Lieder  
mlieder@findjustice.com  
13 Autumn Clarke  
aclarke@findjustice.com  
14 MEHRI & SKALET, PLLC  
2000 K Street, NW, Suite 325  
15 Washington, DC 20006  
Tel: (202) 822-5100  
16 Fax: (202) 822-4997  
17

18 Attorneys for Plaintiffs and the Proposed Class

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 FOR THE COUNTY OF ALAMEDA

21 SHAVONDA EARLY, individually and on behalf  
22 of a proposed class,

23 Plaintiff,

24 vs.

25 CSAA INSURANCE EXCHANGE,

26 Defendant.  
27  
28

Case No.:

CLASS ACTION

**COMPLAINT**

1 Plaintiff Shavonda Early, individually and on behalf of the members of the class alleged below,  
2 alleges the following based on information and belief as her Complaint against CSAA Insurance  
3 Exchange (“CSAA”), except as to allegations pertaining to herself, which are based on personal  
4 knowledge:

5 **I. INTRODUCTION**

6 1. California voters adopted Proposition 103 in 1988, which stated in part:

7 to protect consumers from arbitrary insurance rates and practices, to  
8 encourage a competitive insurance marketplace, to provide for an  
9 accountable Insurance Commissioner, and to ensure that insurance is fair,  
10 available, and affordable for all Californians.” (Prop. 103, § 2,  
11 “Purpose.”) To achieve that core purpose, the voters directed that “[n]o  
[insurance] rate [in California] shall be approved or *remain in effect*  
*which is excessive*, inadequate, unfairly discriminatory or otherwise in  
violation of this chapter.

12 Cal. Ins. Code § 1861.05(a) (emphasis added).

13 2. Each insurance company lawfully selling private passenger auto insurance (“auto  
14 insurance”) in California, including CSAA, charged rates that had been approved by the California  
15 Department of Insurance (“CDI”) *prior to the onset of the Covid-19 pandemic* and related government  
16 stay-at-home orders.

17 3. On March 4, 2020, Governor Gavin Newsom declared a State of Emergency in  
18 California and 15 days later, on March 19, issued a stay-at-home order in response to the pandemic.  
19 He lifted that order on June 15, 2021.

20 4. Miles driven, vehicle crashes, and auto insurance claims plunged during the  
21 approximately 15 months the pandemic stay-at-home order was in place.

22 5. However, CSAA continued to charge premiums that were based on the pre-pandemic  
23 rates. As a result, CSAA’s rates were excessive throughout the 15-month period. It overcharged its  
24 insureds at a time when many of them struggled to pay their bills.

25 6. Through a series of four formal bulletins issued during 2020 and 2021 (Bulletins 2020-  
26 3, 2020-4, 2020-8, and 2021-03), California Insurance Commissioner Ricardo Lara (the  
27 “Commissioner”) repeatedly ordered insurance companies to provide partial refunds or other monetary  
28 relief such as credits or dividends to their California policyholders while the stay-at-home orders were

1 in effect because of their lower loss exposures during the pandemic. Each bulletin put CSAA and  
2 other auto insurance companies on notice that their then-current rates were excessive.

3 7. The fourth of the Commissioner’s bulletins, Bulletin 2021-03, issued March 11, 2021,  
4 described a straightforward methodology that the Commissioner had used and that any company could  
5 use to calculate whether its premiums were excessive because of the reduced losses during the  
6 pandemic.

7 8. CSAA’s premiums during the pandemic from March 4, 2020, through June 15, 2021  
8 (the “Class Period”) were excessive because its partial refunds to its policyholders in response to the  
9 Commissioner’s orders fell far short of adequate. Using the methodology in Bulletin 2021-03 and the  
10 data that CSAA publicly filed with the CDI, CSAA owes additional refunds totaling over \$150 million  
11 to Ms. Early and members of the proposed class.

12 9. In an October 5, 2021 letter, the Commissioner singled out CSAA as one of three  
13 companies that did not respond adequately to the Commissioner’s orders to refund excessive  
14 premiums, finding that based on the CDI’s analysis, CSAA’s policyholders “should have received  
15 substantial additional [auto insurance] premium refunds or credits.”

16 10. CSAA acted *unlawfully* in violation of section 1861.05(a) by not providing  
17 policyholders refunds, credits, or other monetary relief sufficient to comply with California law. The  
18 failure to provide such adequate relief caused CSAA’s excessive rates to remain in effect throughout  
19 the Class Period—a violation of the statute that has never been remedied. CSAA’s failure to provide  
20 adequate premium relief violates the unlawful prong of California’s Unfair Competition Law (“UCL”),  
21 Cal. Bus. & Prof. Code § 17200 *et seq.*, which is made applicable to insurance companies by Cal. Ins.  
22 Code § 1861.03(a).

23 11. By issuing partial refunds to its policyholders, as inadequate as they were, CSAA  
24 acknowledged that it (a) could charge rates less than the approved rates pursuant to the  
25 Commissioner’s directives, and (b) could not continue to charge the previously approved rates because  
26 they had become, and been declared by the Commissioner to be, excessive, and were therefore  
27 unlawful.

1 12. Moreover, CSAA acted *unfairly* by retaining the excessive premiums when many of its  
2 policyholders, like many other Californians, were suffering through health traumas, financial  
3 difficulties, and other problems during the pandemic. CSAA's actions violate the unfairness prong of  
4 the UCL, also made applicable to insurance companies by Cal. Ins. Code § 1861.03(a).

5 13. In a pandemic-related overcharge class action brought against another insurance  
6 company, the Commissioner has informed the court that policyholders engaged in private litigation  
7 may proceed in court rather than before the Commissioner to obtain monetary relief from insurance  
8 companies whose rates became excessive because of their failure to refund adequate premiums. He  
9 has never altered that position.

10 14. Plaintiff brings her claim on behalf of a class of people who were CSAA policyholders  
11 at any time during the Class Period, as more fully set out below. Plaintiff seeks an order for restitution  
12 of the excessive premiums that CSAA retained in violation of section 1861.05 and the Commissioner's  
13 orders, for pre- and post-judgment interest, and for other relief set forth below.

## 14 **II. PARTIES**

15 15. Plaintiff Shavonda Early is a resident of Fremont, a city in Alameda County, California.  
16 She has insured her vehicles with Defendant CSAA Insurance Exchange since before 2000, including  
17 throughout the Class Period.

18 16. Defendant CSAA Insurance Exchange is a member of CSAA Insurance Group. CSAA  
19 Insurance Group and CSAA Insurance Exchange have their headquarters and principal places of  
20 business at 3055 Oak Rd, Walnut Creek, in Contra Costa County, California.

21 17. CSAA Insurance Group offers automobile, homeowners, and other personal lines of  
22 insurance to AAA members in 23 states (including California) and the District of Columbia.

23 18. As indicated by its former name, AAA Northern California, Nevada & Utah Insurance  
24 Exchange, CSAA Insurance Exchange sells automobile insurance in, among other places, northern  
25 California, including Alameda County.

## 26 **III. JURISDICTION AND VENUE**

27 19. This Court has subject matter jurisdiction over this class action pursuant to Cal. Bus. &  
28 Prof. Code § 17204 and Cal. Code of Civ. Proc. § 1060.

1           20.     This Court has personal jurisdiction over the parties because Plaintiff submits to the  
2 jurisdiction of the Court and is a California resident and CSAA has systematically and continually  
3 conducted business in Alameda County and throughout much of the State of California and is  
4 headquartered in California.

5           21.     Venue is proper in this Court because CSAA conducts business in Alameda County and  
6 Plaintiff's claims arose in Alameda County. CSAA has received substantial revenue from the practices  
7 alleged to be unlawful in this County and has used those practices against and injured Plaintiff in this  
8 County.

9   **IV. CSAA BENEFITTED FROM THE PANDEMIC**

10          22.     Before and during the pandemic, CSAA Insurance Group was the fifth largest auto  
11 company in the State measured by premium income, with almost 7% of the market. CSAA had over 1  
12 million auto insureds in California in both 2020 and 2021. In each of those years, CSAA auto insureds  
13 paid more than \$2 billion in premiums.

14          23.     In 2019, CSAA's auto insurance loss ratio—the ratio between the claims the insurer  
15 pays out and the premiums it takes in—was 58.5%. Therefore, CSAA paid out 58.5 cents in claims for  
16 each premium dollar it took in. The remaining 41.5 cents of the premium dollar went to expenses and  
17 profit. In general, the lower the loss ratio, the greater the insurer's profit, and the higher the loss ratio,  
18 the lower the insurer's profit. In 2019, CSAA's total profit for its auto insurance business was \$57.2  
19 million.

20          24.     The coronavirus pandemic resulted in CSAA paying out far less in auto insurance  
21 claims in 2020 and 2021 than it had projected when the rates that were effective during the pandemic  
22 were approved in 2019.

23          25.     In particular, CSAA's auto insurance loss ratio for 2020 declined by more than 10  
24 percentage points, to 48.2%—i.e., it paid out only 48.2 cents in claims out of every premium dollar it  
25 received—because of the pandemic. As a result, CSAA's profits on its auto insurance business  
26 increased by 665% over their 2019 level, to \$441.6 million in 2020.

27          26.     CSAA's auto insurance loss ratio for 2021 was 55.9%, 2.6 points below its pre-  
28 pandemic level in 2019. That 55.9% loss ratio was the lowest of the ten largest California auto

1 insurance companies. CSAA’s profit on auto insurance in 2021 was \$318.4 million, which is less than  
2 it was during the peak of the pandemic in 2021 but still more than 450% higher than its pre-pandemic  
3 profit level.

4 27. Publicly available information indicates that the auto insurance premiums CSAA  
5 collected during 2020 and 2021 were excessive by several hundred million dollars. Nevertheless,  
6 CSAA returned less than \$100 million to its auto insurance policyholders for the 2020 and 2021  
7 premiums they paid.

8 **V. CSAA VIOLATED DIRECTIVES FROM THE**  
9 **CALIFORNIA INSURANCE COMMISSIONER**

10 28. On April 13, 2020, California Insurance Commissioner Ricardo Lara issued Bulletin  
11 2020-3 in response to the “unprecedented challenge for California’s businesses and residents” posed  
12 by the pandemic that “has severely curtailed activities of policyholders in both personal and  
13 commercial lines” and caused “projected loss exposures of many insurance policies [to] become  
14 overstated or misclassified.” The bulletin continued in part:

15 To protect consumers and to provide consistent direction to the insurance  
16 industry regarding misclassifications of risk resulting from the COVID-19  
17 pandemic and to address certain issues raised in CFC’s petition,  
18 Commissioner Lara hereby orders insurers to make an initial premium  
19 refund for the months of March and April to all adversely impacted  
20 California policyholders in the following lines of insurance, as quickly as  
21 practicable, but in any event no later than 120 days after the date of this  
22 Bulletin:

- 23 • Private passenger automobile insurance

24 ...

25 If the COVID-19 pandemic continues beyond May, Commissioner Lara  
26 will send out a subsequent Bulletin to insurers and provide appropriate  
27 instructions.

28 Commissioner Lara grants each insurer reasonable flexibility in  
determining how best to quickly and fairly accomplish the refund of  
premium to policyholders. Insurers may comply with the premium refund  
order by providing a premium credit, reduction, return of premium, or  
other appropriate premium adjustment.

The Bulletin also stated, “Insurers may refund premium without prior approval by the  
Department of Insurance if they apply a uniform premium reduction for all policyholders in an

1 individual line of insurance” and that “[t]he amount of the across-the-board premium refund may be an  
2 average percentage based on estimated change in risk and/or reduction of exposure bases.” The  
3 Bulletin alternatively allowed insurers to “refund premium without prior approval by the Department  
4 of Insurance by reassessing the classification and exposure bases of affected risks on a case-by-case  
5 basis.”

6 29. Finally, Bulletin 2020-3 required insurers to report to the CDI, within 60 days, actions  
7 they had taken and future contemplated actions to refund excessive premiums, and required insurers to  
8 explain the amounts and duration of the refunds. It also provided a standard for the insurance  
9 companies to use in calculating the partial refunds: the redress measures should “reflect the actual or  
10 expected reduction of exposure to loss.”

11 30. Commissioner Lara followed with Bulletin 2020-4, issued on May 15, 2020. That  
12 bulletin noted that the Governor’s May 8, 2020, public health order permitted the gradual easing of his  
13 March 19, 2020 “stay at home” order, but otherwise kept his March 19, 2020 order in full force and  
14 effect. Bulletin 2020-4 continued:

15 As a result, the directives set forth in Bulletin 2020-3 to reduce premium  
16 in the affected lines of insurance where the projected loss exposures have  
17 become overstated or misclassified are hereby extended through May 31,  
18 2020. Similar to Bulletin 2020-3, this Bulletin 2020-4 does not require a  
19 refund of 100% of premium for the month of May. Additionally, if the  
20 “stay at home” order continues into June and beyond, Commissioner Lara  
21 will provide additional directives to ensure that the premium charged at  
22 the time accurately reflects the exposure to loss.

23 Bulletin 2020-4 also notified insurers that the Commissioner had created an Excel workbook  
24 that required insurers to report information relevant to Covid-19 partial refunds, credits, or dividends  
25 and that those reports would be available for public inspection.

26 31. Bulletin 2020-8, issued June 25, 2020 and amended on December 3, 2020, extended  
27 “the previous directives of Bulletin 2020-3 and Bulletin 2020-4 through June.” The amended bulletin  
28 also “extend[ed] the previous directives of Bulletin 2020-3 and Bulletin 2020-4 to any months  
subsequent to June because the COVID-19 pandemic continues to result in projected loss exposures  
remaining overstated or misclassified.” It also continued the requirement that insurance companies

1 submit reports using the CDI’s Excel workbook, for the periods of June through August, September  
2 through December 2020, and quarterly thereafter.

3 32. CSAA issued to its California auto insurance policyholders refunds of 20% of  
4 premiums for two months (mid-March through mid-May 2020) and 10% for one and a half months  
5 (mid-May through the end of June 2020). After June 2020, CSAA did not issue any refunds, adjust its  
6 rates, or offer other relief, despite the directive in Bulletin 2020-8 to continue to make refunds  
7 reflecting companies’ reduced claims.

8 33. CSAA’s partial premium refunds to California auto policyholders totaled about \$96  
9 million, far less than the amount it benefitted from reduced losses during the pandemic, estimated at  
10 over \$250 million. This means that CSAA realized claims savings during the Class Period that were  
11 not returned to policyholders of over \$150 million.

12 34. CSAA’s relief to auto policyholders in California paled next to that offered by some of  
13 the other large auto insurance companies doing business in the State.

14 35. On March 11, 2021, Commissioner Lara issued Bulletin 2021-03. Based on the data  
15 that insurance companies had submitted pursuant to the prior bulletins, he concluded that “the  
16 premium relief that insurance companies provided to their policyholders was insufficient, leaving  
17 consumers paying inflated premiums while they continue to experience reduced risk of loss.” The  
18 bulletin included a bar chart comparing the indicated refunds for the top ten auto insurers in California  
19 to their average refunds for March through September 2020. The table below shows, for each month,  
20 CSAA’s partial refund percentage, the Commissioner’s calculation of the average percentage that the  
21 top ten insurers should have refunded, and the difference between that average and CSAA’s refund:

<u>Month</u>	<u>CSAA Partial Refund</u>	<u>Commissioner’s Calculation of Indicated Refunds<sup>1</sup></u>	<u>Indicated Added Refund for CSAA</u>
March	10%	19%	9%
April	20%	47%	27%
May	15%	37%	22%

27  
28 <sup>1</sup> The Commissioner’s indications are presented in a bar chart. The values below reflect Plaintiffs’  
estimation of the height of the bars.



<u>Month</u>	<u>CSAA Partial Refund</u>	<u>Commissioner's Calculation of Indicated Refunds<sup>1</sup></u>	<u>Indicated Added Refund for CSAA</u>
June	10%	21%	11%
July	0%	15%	15%
August	0%	11%	11%
September	0%	12%	12%

36. The bulletin also described the methodology used to calculate the average indicated refunds in general terms: “The Department’s analysis is based upon expected loss ratios for the Private Passenger Automobile line in years prior to the pandemic. This analysis also considered an insurance company’s efficiency standard, plus a 5% profit loading.”

37. To produce the bar chart, the CDI necessarily calculated an indicated refund for CSAA for March through September 2020. Use of the same methodology will provide a means of calculating the indicated refunds for CSAA for each month in the Class Period beyond September 2020.

38. Under the Commissioner’s methodology, CSAA refunded at most only about 1/3 of the indicated partial refunds and possibly even less than 1/3.

39. In Bulletin 2021-03, Commissioner Lara also ordered companies to “[d]o more to return additional premium relief from March 2020 forward, and report these additional premium returns to the Department, commensurate with continuing reductions in the exposure to loss for particular lines of insurance.” Specifically, the bulletin directed auto insurers “to report to the Department information about the additional premium relief that they provide to consumers .... For the report of this first quarter of 2021, due by April 30, 2021 (i.e. within 30 days of the end of the quarter), insurance companies shall also include a supplemental report to show how they plan to return additional premiums for the months of March through December 2020 where premiums remained overstated despite initial premium returns.”

40. CSAA ignored Commissioner Lara’s order in Bulletin 2021-03. It did not refund any more premiums to policyholders from March 2020 forward than it had already done, and it did not

1 include the required supplemental report about its plans to return additional premium for the March  
2 through December 2020 period.

3 41. Indeed, based on the filings publicly available on the CDI’s website, CSAA did not  
4 even file Covid-19 refund reports during 2021.

5 42. On October 5, 2021, Kenneth Schnoll, CDI’s General Counsel and Deputy  
6 Commissioner, sent letters to CSAA and only two other auto insurance companies. The letter to  
7 CSAA informed the company, “The Department’s review and analysis indicate that the [auto]  
8 policyholders of CSAA Insurance Exchange (the ‘Company’) should have received substantial  
9 additional ... premium refunds or credits.”

10 43. According to a press release issued by CDI the next day, “these three auto insurance  
11 companies have the greatest gap between what they initially refunded drivers, and what they should  
12 have refunded, to provide proper premium relief to their policyholders since the start of the COVID-19  
13 pandemic.”

14 44. The October 5, 2021 letter directed CSAA, no later than November 4, 2021, to provide,  
15 among other information, “[t]he amount of additional ... premium refunds/credits the Company  
16 intends to provide to its California [auto] policyholders for the time period of March 2020 through at  
17 least March 2021” and “[a]ppropriate data and documentation, per the attached Appendix A, to assist  
18 the Department in determining any additional amount of ... premium refunds or credits to be  
19 provided.”

20 45. CSAA, however, has made clear that it does not intend to provide its auto policyholders  
21 any additional refunds or other financial relief.

22 **VI. CSAA TREATED PLAINTIFF LIKE OTHER CLASS MEMBERS**

23 46. Plaintiff Shavonda Early has insured her vehicles (and her home) with CSAA  
24 continuously from before 2000 through the filing of this lawsuit.

25 47. On or about May 17, 2020 and July 23, 2020, CSAA paid Ms. Early refunds on her auto  
26 policy of \$92.28 and \$34.80, respectively. The refunds equaled about 4% of the premium that she paid  
27 for the Class Period.

1 48. CSAA did not pay Ms. Early any refunds for the period from July 1, 2020 through June  
2 15, 2021.

3 **VII. A CLASS ACTION PROVIDES THE BEST MEANS FOR**  
4 **CLASS MEMBERS TO OBTAIN ADEQUATE REFUNDS**

5 49. In *Rejoice! Coffee Co., LLC v. Hartford Fin. Servs. Group*, No. 20-cv-06789-EMC,  
6 2021 U.S. Dist. LEXIS 235263 (N.D. Cal. Dec. 8, 2021), the Insurance Commissioner made clear that  
7 policyholders should be allowed to seek in Court additional refunds as restitution for the excessive  
8 premiums charged during the pandemic. In that case, a business filed a class action lawsuit claiming  
9 that the defendant’s pre-pandemic commercial property and casualty insurance became excessive and  
10 unfair during the pandemic. The defendant filed a motion to dismiss, arguing that CDI had exclusive  
11 jurisdiction, and the federal court invited the Commissioner to file a brief on the exclusive jurisdiction  
12 defense. The Commissioner’s brief, filed in September 2021, rejected the idea that CDI had exclusive  
13 jurisdiction over actions challenging rates as excessive.

14 50. Based largely on the Commissioner’s brief, the federal court rejected the argument that  
15 CDI had exclusive jurisdiction and denied Hartford’s motion to dismiss. And based partly on the  
16 Commissioner’s brief and the court’s ruling in *Rejoice!*, other federal and state courts in California  
17 have denied motions filed by insurance companies arguing that suits should be dismissed or stayed  
18 based on CDI’s exclusive or primary jurisdiction.

19 51. CSAA failed to provide additional partial refunds to its California auto policyholders  
20 for the Class Period. Upon information and belief, the CDI has not taken any actions against CSAA  
21 for that failure.

22 **VIII. CLASS ALLEGATIONS**

23 52. Plaintiff brings this action on her own behalf and on behalf of a class of persons (the  
24 “Class”) pursuant to the provisions of Cal. Code Civ. Proc. § 382, defined as:

25 All persons who had private passenger automobile insurance through  
26 CSAA Insurance Exchange at any time between March 4, 2020, and June  
27 15, 2021 (the “Class Period”), and garaged any vehicles insured through  
28 such policies in the State of California. The Class excludes, however, any  
judicial officer to whom the Action is assigned, any partners or employees  
of any firm representing CSAA Insurance Exchange in this matter, any  
employees of CSAA Insurance Group or CSAA Insurance Exchange

1 assigned to either organization's general counsel's office, and any partners  
2 or employees of any of the undersigned counsel for Plaintiff.

3 53. The Class is composed of over 170,000 individuals. Joinder of so many people in one  
4 action would be impracticable. The identity of each member is ascertainable through CSAA's records.

5 54. Multiple questions of law and fact are common to all members of the Class, creating a  
6 community of interest in the answers to the questions. The common questions predominate over  
7 questions affecting only individual class members. Such questions include, but are not limited to, the  
8 following:

9 a. Did CSAA charge rates and premiums during the Class Period that were  
10 excessive within the meaning of Cal. Ins. Code § 1861.05(a)?

11 b. Did CSAA act unlawfully within the meaning of the UCL by charging rates and  
12 premiums during the Class Period that were excessive in violation of Cal. Ins. Code § 1861.05(a)?

13 c. Did CSAA act unfairly within the meaning of the UCL by charging premiums  
14 during the Class Period that were excessive?

15 d. Are Plaintiff and Class members entitled to restitution?

16 e. Are Plaintiff and Class members entitled to an award of reasonable attorneys'  
17 fees, pre-judgment interest, and costs of this suit?

18 55. Plaintiff is asserting claims that are typical of the Class members' claims, having paid  
19 premiums under the same rates as other Class members and having received the same percentage of  
20 refunds as other Class members. Plaintiffs and other class members have suffered similar harm from  
21 CSAA's violations of the law and the Commissioner's orders.

22 56. Plaintiff is an adequate representative of the Class. Her interests do not conflict with,  
23 and are not antagonistic to, the interests of the other Class members. She has chosen experienced and  
24 knowledgeable counsel who will adequately prosecute the Class's claims.

25 57. A class action is superior to other available means for the fair and efficient adjudication  
26 of the Class members' claims. If even only 5% of Class members were to litigate their claims  
27 separately, it would unreasonably consume the time and resources of the parties and the Court and risk  
28 the possibility of inconsistent adjudications. But because of the size of the individual Class members'

1 claims (under \$1,000 per Class member), few (if any) Class members could afford to seek legal redress  
2 for the wrongs complained of here. Thus, without a class action, CSAA’s violations of law and  
3 fairness will be unremedied.

4 **IX. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Violation of California Unfair Competition Law (“UCL”),**  
7 **Cal. Bus. & Prof. Code § 17200 *et seq.*, Through Unlawful Business Practices,**  
8 **Brought on Behalf of Plaintiff and All Class Members**

9 58. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs  
10 of this Complaint.

11 59. Under Cal. Ins. Code § 1861.05(a), CSAA’s rates during the Class Period could not  
12 remain in effect without CSAA making provision for partial refunds that were sufficient to ensure that  
13 those rates did not yield excessive premiums.

14 60. The Commissioner put CSAA, and other auto insurers, on notice in March 2020, of the  
15 need to make adequate partial refunds, and continued to do so through bulletins issued later in 2020.

16 61. In March 2021, the Commissioner informed CSAA, and other auto insurers, of the  
17 methodology for evaluating whether their rates, even with partial refunds, yielded excessive premiums.

18 62. In October 2021, the Commissioner informed CSAA that its premium refunds had not  
19 been adequate, with the result that its rates had produced excessive premiums during the pandemic.

20 63. CSAA nonetheless disregarded the language of section 1861.05(a) and the  
21 Commissioner’s directives about how to comply with that statute.

22 64. CSAA violated section 1861.05(a) throughout the Class Period.

23 65. Section 1861.03(a) makes the UCL applicable to CSAA.

24 66. Cal. Bus. and Prof. Code § 17200 prohibits any “unlawful” business act or practice.  
25 CSAA’s violation of § 1861.05(a) thus also constitutes a violation of the UCL.

26 67. As a direct and proximate cause of Defendants’ violation of § 1861.05(a), Plaintiff and  
27 Class members have lost money by paying excessive premiums for which CSAA has not made  
28 adequate partial refunds.

1           68.     Pursuant to Business and Professions Code §§ 17200 and 17203, Plaintiff seeks an  
2 order providing restitution of the amounts wrongly retained by CSAA pursuant to the unlawful  
3 business acts or practices described above, together with interest on the amounts wrongly retained by  
4 CSAA and attorneys’ fees and litigation costs and expenses.

5                                   **SECOND CAUSE OF ACTION**

6                                   **Violation of California Unfair Competition Law (“UCL”),**  
7                                   **Cal. Bus. & Prof. Code § 17200 *et seq.*, Through Unfair Business**  
8                                   **Practices, Brought on Behalf of Plaintiff and All Class Members**

9           69.     Plaintiff incorporates by reference the allegations contained in all preceding paragraphs  
10 of this Complaint.

11           70.     CSAA’s failure to adequately refund premiums in line with the Commissioner’s orders  
12 when many of its policyholders struggled to pay their bills constituted unfair business acts and  
13 practices in violation of the UCL.

14           71.     CSAA’s failure to make adequate refunds to its policyholders does not benefit society  
15 or consumers. CSAA did not, for example, need to retain the premiums to prop up its reserves, which  
16 are about 50% greater than the average insurer for the property & casualty insurance industry. Weiss  
17 Ratings, CSAA Insurance Exchange, <https://weissratings.com/en/insurer/p15539/industry-comparison>  
18 (last updated Mar. 31, 2021). To the contrary, its conduct was substantially injurious to its  
19 policyholders, the consumers. And even if its conduct provided some benefits to society or consumers,  
20 the harm caused by its conduct substantially outweighed those hypothetical benefits.

21           72.     Consumers had no reasonable alternatives to avoid these harms. To comply with  
22 California’s mandatory auto insurance law, consumers were required to maintain their insurance by  
23 continuing to pay premiums each month, and they did not know at the start of the pandemic or at any  
24 time during the pandemic which insurance companies (if any) would adequately refund premiums.

25           73.     CSAA’s failure to provide adequate refunds offends California public policy, enacted  
26 by the voters, that the cost of insurance be fair, transparent, and affordable. The Commissioner’s  
27 bulletins and directives ordering California auto insurance companies like CSAA to provide additional  
28 and adequate refunds further evidence that CSAA’s failure to provide adequate refunds was unfair.

1 The Commissioner's letter of October 5, 2021, and press release of October 6, 2021, indicate that  
2 CSAA was especially unfair among auto insurance companies in its treatment of policyholders.

3 74. As a direct and proximate cause of Defendants' unfair acts and practices, Plaintiff and  
4 Class members have lost money by paying excessive premiums for which CSAA has not made  
5 adequate partial refunds.

6 75. Pursuant to Business and Professions Code §§ 17200 and 17203, Plaintiff seeks an  
7 order providing restitution of the amounts wrongly retained by CSAA as a result of the above-  
8 described unfair business acts or practices, together with interest on the amounts wrongly retained by  
9 CSAA, and attorneys' fees and litigation costs and expenses.

10 **X. PRAYER FOR RELIEF**

11 Plaintiff requests that the Court enter judgment in her favor and in the favor of the members of  
12 the Class as follows:

13 A. Finding that this action satisfies the prerequisites for maintenance as a class action  
14 under Cal. Code Civ. Proc. § 382 and certifying the Class as defined above;

15 B. Designating Plaintiff as representative of the Class and her counsel as class counsel;

16 C. Declaring CSAA's practices described above to violate the Insurance Code and the  
17 UCL;

18 D. Granting restitution of excessive premiums and imposition of a constructive trust upon  
19 all moneys and assets CSAA acquired as a result of its unlawful and unfair practices, or other equitable  
20 relief to Plaintiffs and Class members;

21 E. Awarding Plaintiff's reasonable attorneys' fees and non-taxable expenses;

22 F. Awarding Plaintiff's taxable costs;

23 G. Awarding pre- and post-judgment interest at the maximum rate permitted by applicable  
24 law; and

25 H. Granting such further relief as the Court deems just.

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1 Dated: August 3, 2022

Respectfully submitted,

2 GOLDSTEIN, BORGEN, DARDARIAN & HO

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4 David A. Borgen, Of Counsel (SBN 99354)

dborgen@gbdhlegal.com

5 Laura L. Ho (SBN 173179)

lho@gbdhlegal.com

6 GOLDSTEIN, BORGEN, DARDARIAN & HO

155 Grand Avenue, Suite 900

7 Oakland, CA 94612

8 Tel: (510) 763-9800

Fax: (510) 835-1417

9 Harvey Rosenfeld (SBN 123082)

Harvey@ConsumerWatchdog.org

10 Ryan Mellino (SBN 311624)

Ryan.m@ConsumerWatchdog.org

11 CONSUMER WATCHDOG

6330 South San Vicente Blvd., Suite 250

12 Los Angeles, CA 90048

13 Tel: (310) 392-0522

14 Jay Angoff

Jay.angoff@findjustice.com

15 Michael Lieder

mlieder@findjustice.com

16 Autumn Clarke

aclarke@findjustice.com

17 MEHRI & SKALET, PLLC

2000 K Street, NW, Suite 325

18 Washington, DC 20006

19 Tel: (202) 822-5100

Fax: (202) 822-4997