ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  Todd Carpenter (CA 234464)	FOR COURT USE ONLY
James Drimmer, (CA 196890)	
LYNCH CARPENTER, LLP 1350 Columbia Street, Ste. 603 San Diego, California 92101	ELECTRONICALLY FILED Superior Court of California, County of San Diego
TELEPHONE NO: (619) 762-1910 FAX NO. (Optional):	02/03/2023 at 12:12:00 PM
E-MAIL ADDRESS (Optional): Todd@lcllp.com; jim@lcllp.com	
ATTORNEY FOR (Name): Marion Williams	Clerk of the Superior Court By Erika Deavers,Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  STREET ADDRESS: 325 South Melrose Drive  MAILING ADDRESS: 325 South Melrose Drive  CITY AND ZIP CODE: Vista, 92081  BRANCH NAME: North County  PLAINTIFF: Marion Williams  DEFENDANT: Udemy, Inc.	
X DOES 1 TO 50 inclusive	
COMPLAINT—Personal Injury, Property Damage, Wrongful Death  X AMENDED (Number): First Amended Complaint  Type (check all that apply):  MOTOR VEHICLE  X OTHER (specify):  unfair business practices  Property Damage  Wrongful Death  Personal Injury  Other Damages (specify):	CASE NUMBER: 37-2023-00003666-CU-BT-NC
Jurisdiction (check all that apply):  ACTION IS A LIMITED CIVIL CASE  Amount demanded does not exceed \$10,000  exceeds \$10,000, but does not exceed \$25,000  X ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)  ACTION IS RECLASSIFIED by this amended complaint  from limited to unlimited  from unlimited to limited	
Plaintiff (name or names): Marion Williams	
alleges causes of action against <b>defendant</b> (name or names):  Udemy, Inc., a Delaware Limited Liability Company	
2. This pleading, including attachments and exhibits, consists of the following number of p	pages: 9
3. Each plaintiff named above is a competent adult	S .
a. except plaintiff (name):	
(1) a corporation qualified to do business in California	
(2) an unincorporated entity (describe):	
(3) a public entity (describe):	
(4) a minor an adult	
<ul><li>(a) for whom a guardian or conservator of the estate or conservator or conserv</li></ul>	rdian ad litem has been appointed
(5) other (specify):	
b. except plaintiff (name):	
(1) a corporation qualified to do business in California	
(2) an unincorporated entity (describe):	
(3) a public entity (describe):	
(4) a minor an adult	
<ul><li>(a) for whom a guardian or conservator of the estate or conservator of the estate or conservator or conser</li></ul>	rdian ad litem has been appointed
(5) other (specify):	
Information about additional plaintiffs who are not competent adults is shown in Atta	

SHORT TITLE: Williams v. Udemy, Inc.	CASE NUMBER:
Plaintiff (name):     is doing business under the fictitious name (specify):	
and has complied with the fictitious business name laws.  5. Each defendant named above is a natural person  a. x except defendant (name): Udemy, Inc  (1) a business organization, form unknown  (2) a corporation  (3) an unincorporated entity (describe):  (4) a public entity (describe):  (5) x other (specify): Delaware Limited Liability Company	c. except defendant (name):  (1) a business organization, form unknown  (2) a corporation  (3) an unincorporated entity (describe):  (4) a public entity (describe):  (5) other (specify):
<ul> <li>b. except defendant (name):</li> <li>(1) a business organization, form unknown</li> <li>(2) a corporation</li> <li>(3) an unincorporated entity (describe):</li> <li>(4) a public entity (describe):</li> </ul>	<ul> <li>d. except defendant (name):</li> <li>(1) a business organization, form unknown</li> <li>(2) a corporation</li> <li>(3) an unincorporated entity (describe):</li> <li>(4) a public entity (describe):</li> </ul>
(5) other (specify):	(5) other (specify):
Information about additional defendants who are not nate  6. The true names of defendants sued as Does are unknown to p	
a. X Doe defendants (specify Doe numbers): 1-50     named defendants and acted within the scope of tha	were the agents or employees of other
b. Doe defendants (specify Doe numbers):  plaintiff.  Defendants who are joined under Code of Civil Procedure	are persons whose capacities are unknown to
<ul> <li>8. This court is the proper court because</li> <li>a at least one defendant now resides in its jurisdictiona</li> <li>b the principal place of business of a defendant corpora</li> <li>c injury to person or damage to personal property occu</li> <li>d other (specify):</li> </ul>	ation or unincorporated association is in its jurisdictional area.
<ul> <li>9. Plaintiff is required to comply with a claims statute, and</li> <li>a. has complied with applicable claims statutes, or</li> <li>b. is excused from complying because (specify):</li> </ul>	

PLD-PI-001

SHORT TITLE: Williams v. Udemy, Inc.	CASE NUMBER:
10. The following causes of action are attached and the statements above a	poly to each (each complaint must have one or more
causes of action attached):	ppry to each (each complaint mac have one of more
a. Motor Vehicle	
b. General Negligence	
c. Intentional Tort	
d. Products Liability	
e. Premises Liability	
f. X Other (specify): Violation of California's Consumer Legal Remedies Act ("CLR/Violation of California's False Advertising Laws ("FAL"); CAL.E Violation of California's Unfair Competition Laws ("UCL"); CAL	BUS. & PROF.CODE §§ 17500, et seq.
11. Plaintiff has suffered	
a. wage loss	
b. loss of use of property	
c. hospital and medical expenses	
d. general damage	
e. property damage	
f. loss of earning capacity	
g. x other damage (specify):  Pecuniary loss according to proof	
<ul><li>12.  The damages claimed for wrongful death and the relationships of a.  listed in Attachment 12.</li><li>b.  as follows:</li></ul>	plaintiff to the deceased are
13. The relief sought in this complaint is within the jurisdiction of this court. Restitution and disgorgement of unjust enrichment that Defendant obtain fraudulent business practices. Declaratory and injunctive relief as permi continuing the unlawful practices. Order Defendant to engage in a corre costs, and further relief as the Court may deem necessary or appropriate	itted by law or equity, including: enjoining Defendant from ective advertising campaign, awarding attorneys fees and
14. <b>Plaintiff prays</b> for judgment for costs of suit; for such relief as is fair, just	t, and equitable; and for
a. (1) x compensatory damages	
(2) punitive damages  The amount of damages is (in cases for personal injury or wrongful	death, you must check (1)):
(1) x according to proof	death, you must encer (1)).
(2) in the amount of: \$	
15. The paragraphs of this complaint alleged on information and belief	are as follows (specify paragraph numbers):
Date: February 3, 2023	
Todd D. Carpenter	s/Todd D. Carpenter
(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF OR ATTORNEY)

PLD-C-001(3) CASE NUMBER: SHORT TITLE: Williams v. Udemy, Inc. CAUSE OF ACTION—Fraud First (number) ATTACHMENT TO Complaint Cross-Complaint (Use a separate cause of action form for each cause of action.) FR- 1. Plaintiff (name): Marion Williams alleges that defendant (name): Udemy, Inc. on or about (date): September 25, 2020 defrauded plaintiff as follows: FR-2. Intentional or Negligent Misrepresentation a. Defendant made representations of material fact as stated in Attachment FR-2.a ✓ as follows: Defendant violated California's Consumer Legal Remedies Act by utilizing a false reference price to induce Plaintiff to purchase its online courses under the guise of a significant sale. Civ. Code § 1750, et seq. Specifically, Defendant made false or misleading statement of fact concerning reasons for, existence of, or amount of price reductions. Civ. Code § 1770(a)(13). as stated in Attachment FR-2.b as follows: b. These representations were in fact false. The truth was The products were rarely if ever sold at the "original price," and the advertised original price was inflated to induce Plaintiff into making a purchase on a perceived sale. c. When defendant made the representations, defendant knew they were false, or defendant had no reasonable ground for believing the representations were true. d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations. FR-3. Concealment a. Defendant concealed or suppressed material facts as stated in Attachment FR-3.a as follows: Defendant concealed the actual value of the online courses it sells, by inflating the "original price."

Page 4

facts and would not have taken the action if plaintiff had known the facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act

by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed

as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed

b. Defendant concealed or suppressed material facts
 defendant was bound to disclose.

or suppressed facts.

PLD-C-001(3)

	CASE NUMBER:
SHORT TITLE: Williams v. Udemy, Inc.	3.62.16M22.1
First CAUSE OF ACTION—Fraud	
FR-4. Promise Without Intent to Perform  a. Defendant made a promise about a material matter without any inte in Attachment FR-4.a as follows:	ention of performing it as stated
b. Defendant's promise without any intention of performance was made plaintiff to rely upon it and to act as described in item FR-5. At the tin defendant's intention not to perform the promise. Plaintiff acted in just	ne plaintiff acted, plaintiff was unaware of
FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as follows:  Plaintiff was induced to purchase the discounted product in ord Plaintiff would not have made a purchase knowing the true value.	er to capture the perceived savings.
FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been do Attachment FR-6  as follows:  Plaintiff was damaged by making purchases they would not have deceptive discount. Furthermore, a result of Defendant's decept more than the actual value of the product purchased.	ve otherwise made, due to the
FIR - 7. Other:	
	Page 5

PLD-C-001(3) CASE NUMBER: SHORT TITLE: Williams v. Udemy, Inc. CAUSE OF ACTION—Fraud Second (number) ATTACHMENT TO Complaint Cross-Complaint (Use a separate cause of action form for each cause of action.) FR- 1. Plaintiff (name): Marion Williams alleges that defendant (name): Udemy, Inc. on or about (date): September 25, 2020 defrauded plaintiff as follows: FR-2. Intentional or Negligent Misrepresentation a. Defendant made representations of material fact as stated in Attachment FR-2.a ✓ as follows: Defendant violated California's False Advertising Law by using a false reference price to induce Plaintiff to purchase its products under the guise of a significant sale. Bus. & Prof. Code §§ 17500 et seg. Defendant also violated the 90-day rule under California's False Advertising Law. Bus & Prof. Code § 17501. as stated in Attachment FR-2.b as follows: b. These representations were in fact false. The truth was The products were never sold at the "original price," and the advertised original price was inflated to depict a larger discount to consumers in order to deceive them into making a purchase on a perceived sale. c. When defendant made the representations, defendant knew they were false, or defendant had no reasonable ground for believing the representations were true. d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations. FR-3. Concealment a. Defendant concealed or suppressed material facts as stated in Attachment FR-3.a as follows: Defendant concealed the actual value of the products it sells, by increasing the advertised "original price" of its online courses.

facts and would not have taken the action if plaintiff had known the facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act

by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed

as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed

b. Defendant concealed or suppressed material facts defendant was bound to disclose.

or suppressed facts.

PLD-C-001(3)

SHORT TITLE: Williams v. Udemy, Inc.	CASE NUMBER:
Second CAUSE OF ACTION—Fraud	
FR-4. Promise Without Intent to Perform  a. Defendant made a promise about a material matter without any inter in Attachment FR-4.a as follows:	ntion of performing it as stated
b. Defendant's promise without any intention of performance was made w plaintiff to rely upon it and to act as described in item FR-5. At the time defendant's intention not to perform the promise. Plaintiff acted in just	e plaintiff acted, plaintiff was unaware of
FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act   as follows:  Plaintiff was induced to purchase the discounted product in order  Plaintiff would not have made a purchase knowing the true value.	er to capture the perceived savings.
FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been day Attachment FR-6  as follows:  Plaintiff was damaged by making purchases he would not have discount. Furthermore, a result of Defendant's deceptive business the actual value of the product purchased.	otherwise made, due to the deceptive
FIR - 7. Other:	
	Page 7

PLD-C-001(3) CASE NUMBER: SHORT TITLE: Williams v. Udemy, Inc. CAUSE OF ACTION—Fraud Third (number) ATTACHMENT TO Complaint Cross-Complaint (Use a separate cause of action form for each cause of action.) FR- 1. Plaintiff (name): Marion Williams alleges that defendant (name): Udemy, Inc. on or about (date): September 25, 2020 defrauded plaintiff as follows: FR-2. Intentional or Negligent Misrepresentation a. Defendant made representations of material fact as stated in Attachment FR-2.a ✓ as follows: Defendant violated the "unlawful" prong of California's Unfair Competition Law, by violating California's False Advertising Law. Bus & Prof. Code §§ 17200, et seq., and California's Consumer Legal Remedies Act. Civ. Code §§ 1750, et seq. Defendant inflated the "original price" of its online courses in order to offer a significant discounts to deceive Plaintiff into purchasing the courses for the perceived savings. as stated in Attachment FR-2.b as follows: b. These representations were in fact false. The truth was The online courses were rarely if ever sold at the "original price," and the advertised original price was inflated to depict a larger discount to Plaintiff. c. When defendant made the representations, defendant knew they were false, or defendant had no reasonable ground for believing the representations were true. d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations. FR-3. Concealment a. Defendant concealed or suppressed material facts as stated in Attachment FR-3.a as follows: Defendant concealed the actual value of the online courses it sells, by inflating the products "original price."

Page 8

facts and would not have taken the action if plaintiff had known the facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act

by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed

as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed

b. Defendant concealed or suppressed material facts defendant was bound to disclose.

or suppressed facts.

PLD-C-001(3)

OLIODI TITLE	CASE NUMBER:
SHORT TITLE: Williams v. Udemy, Inc.	
Third CAUSE OF ACTION—Fraud	
FR-4. Promise Without Intent to Perform  a. Defendant made a promise about a material matter without any inte in Attachment FR-4.a as follows:	ention of performing it as stated
b. Defendant's promise without any intention of performance was made plaintiff to rely upon it and to act as described in item FR-5. At the tin defendant's intention not to perform the promise. Plaintiff acted in just	ne plaintiff acted, plaintiff was unaware of
FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act so as follows:  Plaintiff was induced to purchase the discounted product in ord Plaintiff would not have made a purchase knowing the true value.	ler to capture the perceived savings.
FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been defendant FR-6  as follows:  Plaintiff was damaged by making purchases he would not have discount. Furthermore, a result of Defendant's deceptive busines the actual value of the product purchased.	otherwise made, due to the deceptive
FIR - 7. Other:	
	2
	Page 9