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4. 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. **except** defendant (*name*): Udem, Inc
- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (*describe*):
- (4) a public entity (*describe*):
- (5) 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*):
- b. **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*):
- d. **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*):
- Information about additional defendants who are not natural persons is contained in Attachment 5.
6. The true names of defendants sued as Does are unknown to plaintiff.
- a. Doe defendants (*specify Doe numbers*): 1-50 _____ were the agents or employees of other named defendants and acted within the scope of that agency or employment.
- b. Doe defendants (*specify Doe numbers*): _____ are persons whose capacities are unknown to plaintiff.
7. Defendants who are joined under Code of Civil Procedure section 382 are (*names*):
8. This court is the proper court because
- a. at least one defendant now resides in its jurisdictional area.
- b. the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
- c. injury to person or damage to personal property occurred in its jurisdictional area.
- d. other (*specify*):
9. Plaintiff is required to comply with a claims statute, **and**
- a. has complied with applicable claims statutes, **or**
- b. is excused from complying because (*specify*):

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10. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):

- a. Motor Vehicle
 b. General Negligence
 c. Intentional Tort
 d. Products Liability
 e. Premises Liability
 f. Other (*specify*):
 Violation of California's Consumer Legal Remedies Act ("CLRA"); CAL.CIV.CODE §§ 1750, et seq.
 Violation of California's False Advertising Laws ("FAL"); CAL.BUS. & PROF.CODE §§ 17500, et seq.
 Violation of California's Unfair Competition Laws ("UCL"); CAL.BUS. & PROF.CODE §§ 17200, 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. other damage (*specify*):
 Pecuniary loss according to proof

12. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. listed in Attachment 12.
 b. as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

Restitution and disgorgement of unjust enrichment that Defendant obtained from Plaintiff as a result of its unlawful, unfair, and fraudulent business practices. Declaratory and injunctive relief as permitted by law or equity, including: enjoining Defendant from continuing the unlawful practices. Order Defendant to engage in a corrective advertising campaign, awarding attorneys fees and costs, and further relief as the Court may deem necessary or appropriate.

14. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for


- a. (1) compensatory damages
 (2) punitive damages
 The amount of damages is (*in cases for personal injury or wrongful death, you must check (1)*):
 (1) according to proof
 (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

(TYPE OR PRINT NAME)

 s/Todd D. Carpenter

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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First _____ **CAUSE OF ACTION—Fraud**
(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).

b. These representations were in fact false. The truth was as stated in Attachment FR-2.b as follows:

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."

b. Defendant concealed or suppressed material facts

defendant was bound to disclose.

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

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

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(number)

CAUSE OF ACTION—Fraud

FR-4. **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows:

Plaintiff was induced to purchase the discounted product in order to capture the perceived savings. Plaintiff would not have made a purchase knowing the true value of the product.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR- 6 as follows:

Plaintiff was damaged by making purchases they would not have otherwise made, due to the deceptive discount. Furthermore, a result of Defendant's deceptive business practices, Plaintiff paid more than the actual value of the product purchased.

FIR - 7. Other:

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Second **CAUSE OF ACTION—Fraud**
(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 seq. Defendant also violated the 90-day rule under California's False Advertising Law. Bus & Prof. Code § 17501.

b. These representations were in fact false. The truth was as stated in Attachment FR-2.b as follows:

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.

b. Defendant concealed or suppressed material facts

defendant was bound to disclose.

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

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

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Second

(number)

CAUSE OF ACTION—Fraud

FR-4. **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows:

Plaintiff was induced to purchase the discounted product in order to capture the perceived savings. Plaintiff would not have made a purchase knowing the true value of the product.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR- 6 as follows:

Plaintiff was damaged by making purchases he would not have otherwise made, due to the deceptive discount. Furthermore, a result of Defendant's deceptive business practices, Plaintiff paid more than the actual value of the product purchased.

FIR - 7. Other:

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Third **CAUSE OF ACTION—Fraud**
(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.

b. These representations were in fact false. The truth was as stated in Attachment FR-2.b as follows:

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."

b. Defendant concealed or suppressed material facts

defendant was bound to disclose.

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

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

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Third

(number)

CAUSE OF ACTION—Fraud

FR-4. **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows:

Plaintiff was induced to purchase the discounted product in order to capture the perceived savings. Plaintiff would not have made a purchase knowing the true value of the product.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR- 6 as follows:

Plaintiff was damaged by making purchases he would not have otherwise made, due to the deceptive discount. Furthermore, a result of Defendant's deceptive business practices, Plaintiff paid more than the actual value of the product purchased.

FIR - 7. Other: