

APPENDICES

APPENDIX A

FILED DEC 9, 2020

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

DEREK SNARR, on behalf of himself, the general
public, and those similarly situated,
Plaintiff-Appellee,

v.

HRB TAX GROUP, INC.; HRB DIGITAL LLC,
Defendants-Appellants,
and
H&R BLOCK, INC.,
Defendant.

No. 19-17441

D.C. No. 3:19-cv-03610-SK

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Sallie Kim, Magistrate Judge, Presiding

Argued and Submitted November 17, 2020
San Francisco, California

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

Before: THOMAS, Chief Judge, and SCHROEDER and BERZON, Circuit Judges.

Defendants (collectively “HRB”) appeal the district court’s denial of HRB’s motion to compel arbitration. We have jurisdiction pursuant to 9 U.S.C. § 16(a)(1), and we affirm. Because the parties are familiar with the history of the case, we need not recount it here. We review the denial of a motion to compel arbitration de novo. *Blair v. Rent-A-Center, Inc.*, 928 F.3d 819, 824 (9th Cir. 2019).

I

The district court did not err in denying HRB’s motion to compel arbitration. “In determining the validity of an agreement to arbitrate, federal courts ‘should apply ordinary state-law principles that govern the formation of contracts.’” *Ferguson v. Countrywide Credit Indus., Inc.*, 298 F.3d 778, 782 (9th Cir. 2002) (quoting *First Options of Chi., Inc. v. Kaplan*, 514 U.S. 938, 944 (1995)). Under California law, a contract is unenforceable when it entirely waives the right to seek public injunctive relief under any of the three consumer-protection statutes that make up Snarr’s causes of action. *See McGill v. Citibank, N.A.*, 393 P.3d 85, 93-94 (Cal. 2017). The agreement between HRB and Snarr requires arbitration of almost all claims and states that any relief in arbitration “must be individualized to you and will not affect any other client,” in addition to waiving all representative claims or private attorney general actions in any forum. The agreement, therefore, waives the right to seek public injunctive relief in any forum.

On appeal, HRB does not contest that the agreement waives the right to public injunctive relief. Instead, HRB argues that Snarr’s requested relief does not constitute public injunctive relief. We disagree.

Under California law, public injunctive relief is relief “that has ‘the primary purpose and effect of’ prohibiting unlawful acts that threaten future injury to the general public.” *McGill*, 393 P.3d at 90 (quoting *Broughton v. Cigna Healthplans*, 988 P.2d 67, 74 (Cal. 1999)). By contrast, “[r]elief that has the primary purpose or effect of redressing or preventing injury to an individual plaintiff—or to a group of individuals similarly situated to the plaintiff—does not constitute public injunctive relief.” *Id.*

Snarr alleges that HRB violated three California consumer-protection statutes—the Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750 et seq.; the Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200 et seq.; and the false advertising law, *id.* §§ 17500 et seq.—based on HRB’s marketing and operating of its publicly-accessible tax-filing webpages. He seeks to generally enjoin future violations of those statutes, in addition to describing specific terms for injunctive relief to remedy HRB’s allegedly misleading web services and advertising.

There is no principled distinction to be drawn between the relief requested here and that requested in *McGill* and related California cases involving public injunctive relief. These cases hold that relief which enjoins deceptive practices directed at the public is public injunctive relief. *See McGill*, 393 P.3d at 91; *Cruz v. PacifiCare Health Sys., Inc.*, 66 P.3d 1157, 1164-1165 (Cal. 2003), *Broughton*, 988 P.2d at 76-77 & n.5 (Cal. 1999). In *Blair*, we similarly held that relief was public when it enjoined future violations of the UCL

and CLRA related to pricing. 928 F.3d at 831 n.3. The relief sought in this case would affect allegedly deceptive practices that aim to lure members of the public to use and pay for HIRB's services, and the relief will benefit Snarr only incidentally. *See Broughton*, 988 P.2d at 76 n.5.

HRB's unpersuasively argues that the injunctive relief is private because it benefits only a group similarly situated to the Plaintiff, specifically those who both use HRB's web services and are eligible for its IRS-affiliated free file service. No California authority supports construing the beneficiaries of this type of injunctive relief so narrowly. In *McGill*, for example, the California Supreme Court concluded that enjoining deceptive marketing under these statutes was public, rather than benefitting only a group of people who use that bank's services. *McGill*, 393 P.3d at 91; *see also Mejia v. DACM Inc.*, 268 Cal. Rptr. 3d 642, 650-51 (Cal. Ct. App. 2020) (rejecting as "illogic[al]" the argument that requiring a defendant to give disclosure forms when selling vehicles would benefit only "the class of similarly situated individuals who . . . would buy a motorcycle from [the defendant]" under the same type of contract). Nor do the eligibility requirements for the IRS-affiliated free-filing service—whether publicly published or not—change the public nature of the relief, just as the eligibility requirements that were likely required for the credit card account in *McGill* did not. *McGill*, 939 P.3d at 91; *see also Eiees v. USAA Fed. Sav. Bank*, 404 F. Supp. 3d 1240, 1258-59 (N.D. Cal. 2019) (explaining why relief benefitting a subset of the public is still public injunctive relief).

Clifford v. Quest Software Inc., 251 Cal. Rptr. 3d 269 (Cal. Ct. App. 2019), is not to the contrary, as HRB

suggests. There, the California Court of Appeal expressly noted the private nature of the relief sought—to remedy wage violations between an employee and employer—whereas the relief sought here concerns marketing to the public. *Id.* at 276-77.

II

HRB’s argument that the Federal Arbitration Act preempts California’s *McGill* rule is foreclosed by binding circuit precedent. *Blair*, 928 F.3d at 830-31 (“We hold that the FAA does not preempt the *McGill* rule.”). HRB’s argument that the public injunctive remedy should be severed from the other remedies is also foreclosed by *Blair*. *Blair* involved very similar severability language and held that the entire claim under the statute must be severed from arbitration, rather than just the public injunctive remedy. 928 F.3d at 831.

III

For the first time on appeal, HRB alleges that it has voluntarily ended its IRS-affiliated filing service, and that this cessation renders Snarr’s request for public injunctive relief moot. On that basis, HRB argues that we should reverse the district court’s order denying the motion to compel arbitration. HRB does not claim that Snarr’s entire lawsuit is moot such that we lack Article III jurisdiction; its argument instead goes to the merits of the district court’s denial. Our consideration of the issue is, therefore, discretionary. *See AlohaCare v. Hawaii, Dep’t of Human Servs.*, 572 F.3d 740, 744-45 (9th Cir. 2009) (describing factors to consider when deciding to address an issue raised for the first time on appeal).

We have noted that “[t]he voluntary cessation of challenged conduct does not ordinarily render a case

moot because a dismissal for mootness would permit a resumption of the challenged conduct as soon as the case is dismissed.” *Am. Diabetes Ass’n v. U.S. Dep’t of the Army*, 938 F.3d 1147, 1152 (9th Cir. 2019) (alteration original) (quoting *Rosebrock v. Mathis*, 745 F.3d 963, 971 (9th Cir. 2014)). But evaluating voluntary cessation is fact-intensive. *See Rosebrock*, 745 F.3d at 972 (describing some factors to consider in deciding mootness based on voluntary cessation). This issue was not presented to the district court and there is no factual record before us. In addition, some part of the public injunction sought by Snarr may still be available even without HRB offering an IRS-affiliated service, based on the complaint’s allegations that HRB’s advertising of its own tax services includes false and misleading statements in violation of the three statutes. In light of these complexities, we decline to address this issue presented for the first time on appeal. We do not preclude HRB from presenting this argument to the district court in the first instance.

AFFIRMED.

APPENDIX B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PELANATITA OLOSONI, et al.,
Plaintiffs,
v.
HRB TAX GROUP, INC., et al.,
Defendants.

Case No. 19-cv-03610-SK

**ORDER REGARDING MOTIONS TO COMPEL
ARBITRATION, STAY PROCEEDINGS BASED
ON PRIMARY JURISDICTION, AND APPOINT
INTERIM LEAD COUNSEL**

Regarding Docket Nos. 27, 28, 26, 48

Defendants HRB Tax Group, Inc. and HRB Digital LLC (“Defendants”) move to compel arbitration and to stay this litigation during the arbitration process. (Dkt. 27.) Defendants simultaneously move to stay this litigation based on the doctrine of “primary jurisdiction.” (Dkt. 28.) Plaintiffs Pelanatita Olosoni and Derek Snarr (“Plaintiffs”) oppose both motions. (Dkts. 32, 31.) Plaintiffs also move to appoint Gutride Safier LLP (“Gutride”) as interim lead counsel in this case and submit a request for judicial notice of a relevant second-filed class action complaint pending in the Western District of Missouri. (Dkts. 26, 40.) Defendants oppose the motion to appoint interim lead counsel. (Dkt. 29.) Having considered the submissions of the parties, the record in the case, and the relevant

legal authority, and having had the benefit of oral argument, the Court HEREBY reaches the following conclusions, for the reasons set forth below: the Court DENIES Defendants' motion to compel arbitration; the Court DENIES Defendants' motion to stay based on primary jurisdiction doctrine; and the Court GRANTS Plaintiffs' motion to appoint Gutride as interim lead counsel. The Court also GRANTS the request to take judicial notice.

As the Court was considering Defendants' motions to compel arbitration and to stay based on primary jurisdiction, as well as Plaintiffs' motion to appoint interim lead counsel, all of which are ripe for decision, Defendants filed an administrative motion requesting the Court to turn its attention first to Defendants' later-filed, unripe motion to transfer venue. (Dkt. 48.) The Court DENIES Defendants' administrative motion.

BACKGROUND

In their First Amended Complaint, Plaintiffs allege that Defendants violated several California statutes by creating a "bait and switch" program to lure customers into paying for Defendants' services in filing tax returns. (Dkt. 19.) This case arises out of an attempt by the Internal Revenue Service ("IRS") to encourage taxpayers to file their tax returns electronically. Rather than developing its own system, the IRS engaged with private, for-profit companies to develop online tax services and make them available for free to certain classes of taxpayers.¹ (Dkt. 19 at ¶ 3.) The resulting program is commonly referred to as the "Free File" program. (*Id.* at ¶ 4.) Several companies

¹ Generally speaking, the Free File program is for taxpayers with adjusted gross income of \$66,000 or less. (Dkt. 19 ¶ 3.)

formed Free File Alliance, LLC and later Free File, Inc. (“FFI”) to offer those online tax services, and Defendants are currently part of FFI. (*Id.* at ¶¶ 31, 32.) The IRS and FFI entered into agreements regarding the services, and the most recent version is the Eighth Memorandum of Understanding on Service Standards and Disputes Between the Internal Revenue Service and Free File, Incorporated (“MOU”). (Dkt. 19 at Ex. 2.) That MOU became effective October 31, 2018, and terminates on October 31, 2021. (*Id.*) The MOU provides specific guidelines for FFI members’ processing services, including requirements related to number of taxpayers, security measures, continuity of service, and dispute resolution. (*Id.*) The MOU provides that FFI’s members “must clearly list their free customer service options” on the “Free File Landing Page (or such page must have a clear and prominent link to such disclosures directly from this page).” (*Id.* § 4.15.4.) However, other than that provision in Section 4.15.5, the MOU is largely silent on the specific manner in which FFI’s members are required to present the Free File program on their websites. Section 4.4 of the MOU simply requires that the websites “be functionally adequate in permitting a taxpayer to complete taxpayer’s return if the return is consistent with the Member’s free offer” and states that the IRS will review member websites for “usability.” (*Id.* § 4.4.) The MOU also contains a provision that calls for an annual review of the Free File program and provides the IRS with the unilateral ability to propose additional standards. (*Id.*)

Plaintiffs allege that Defendants advertised widely the availability of the Free File program but then used a variety of methods to divert potential customers into Defendants’ own programs, which charged a fee. (Dkt. 19 at ¶¶ 41-81.) The manner by

which Defendants allegedly diverted taxpayers into Defendants' system, which required payment, is based on the way in which a taxpayer viewed Defendants' website and then interacted with the website. (*Id.* at ¶¶ 53-57.) For example, Plaintiffs allege that "Defendants purposely made it difficult to find" the free part of the system "by placing a 'noindex' tag on the webpage for the free part of the system, with the result that the search engines did not go to that page but instead to Defendants' system which required payment of fees." (*Id.* at ¶ 46.) Defendants also allegedly created a webpage that "is designed to capture taxpayers seeking free e-filing services" and then essentially hid the free part of the system. (*Id.* at ¶¶ 53-59.) Plaintiffs refer to Defendants' actions as a classic "bait and switch" maneuver. (*Id.* at ¶ 5.)

Plaintiffs bring statutory claims for violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* ("CLRA"); violation of the False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.* ("FAL"); and violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"). (Dkt. 19.) Plaintiffs propose to represent the following class of plaintiffs:

All persons who, between May 17, 2015 and the present, paid to file one or more federal tax returns through Defendants' internet-based filing system even though they were eligible to file those tax returns for free through Defendants' True Free File Service,² and who resided

² Plaintiffs refer to the actual system for filing tax returns without a fee as the "True Free File" system and Defendants' system with a fee as the "Fake Free File" system. (Dkt. 19, ¶¶ 53-59.)

in and were citizens of California at the time of the payments[.]

(Dkt. 19 at ¶ 110.) Plaintiffs seek a public injunction to prevent Defendants from engaging in fraudulent business practices and false advertising, compensatory damages and/or restitution for taxpayers who paid Defendants, and attorneys' fees. (*Id.* at pages 43-46.) As to each claim, "Plaintiffs, on behalf of themselves, the Classes, and the general public" request the entry of "a public injunction temporarily and permanently enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint" related to their marketing and offering of allegedly "free" tax preparation services. (*Id.* at page 43.)

ANALYSIS

A. Motion to Compel Arbitration.

On August 30, 2019, Defendants moved to compel arbitration and stay this litigation during the arbitration process. (Dkt. 27.) Plaintiffs oppose the motion. (Dkt. 28.) Because the Court finds that California law exempts from arbitration claims for public injunctions and because the Court finds that Plaintiffs seek a public injunction, Defendants' motion is DENIED.

1. Legal Standards.

The Federal Arbitration Act ("FAA") provides that written provisions in contracts involving commerce are "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. "[T]he FAA was designed to promote arbitration" and accordingly there is "a liberal federal policy favoring arbitration agreements." *AT&T Mobility LLC v. Concepcion*, 563

U.S. 333, 345-46 (2011). Contracts for federal tax preparation and associated services involve commerce for purposes of invoking the FAA. *See HomeQuest Mortg., LLC v. HRB Tax Grp., Inc.*, 2014 WL 3845147, at *5 (D. Kan. Aug. 5, 2014).

Despite the presumed applicability of the FAA, the California Supreme Court has found that “[a]greements to arbitrate claims for public injunctive relief under the CLRA, the UCL, or the false advertising law are not enforceable in California.” *McGill v. Citibank, N.A.*, 2 Cal. 5th 945, 956 (2017). In particular, an arbitration agreement that purports to waive the right to seek public injunctive relief violates California Civil Code § 3513, which provides that ‘a law established for a public reason cannot be contravened by a private agreement.’ *Id.* at 961. Claims for public injunctive relief include “injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public.” *Id.* at 951. The Ninth Circuit has ruled that the FAA does not preempt *McGill*. *Blair v. Rent-A-Center, Inc.*, 928 F.3d 819, 822 (9th Cir. 2019).

2. The Arbitration Provisions at Issue.

Defendants argue that the language of their Online Services Agreement (Dkt. 27-19 (Gibson Dec. Ex. 6 § 11.1)) and their Client Services Agreement for Tax Season 2018, Tax Year 2017 (Dkt. 27-11 (Miner Dec. Ex. 10 § 1)), signed by Plaintiffs Olosoni and Snarr, respectively, require arbitration of Plaintiffs’ claims. The Online Services Agreement provides:

All disputes and claims [...] will be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement us-

ing the process explained below. However, either you or the H&R Block Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim.

(Dkt. 27-19 (Gibson Dec. Ex. 6 § 11.1).) The Client Services Agreement contains identical language. (Dkt. 27-11 (Miner Dec. Ex. 10 § 1).) Each arbitration provision also contains the following “Waiver of Right to Bring Class Action and Representative Claims”:

All arbitrations shall proceed on an individual basis. [...] You and the H&R Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the H&R Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.

(Dkt. 27-19 (Gibson Dec. Ex. 6 § 11.3), Dkt. 27-11 (Miner Dec. Ex. 10 § 1.3).)

3. Discussion.

The arbitration provisions in Defendants’ contracts with Plaintiffs are unenforceable because they purport to eliminate Plaintiffs’ right under each statute at issue to seek a public injunction. Defendants contend that *Blair* was wrongly decided and therefore the arbitration provisions in their contracts with Plaintiffs bar a collective action seeking a public injunction. The arbitration provisions in Defendants’

contracts with Plaintiffs are nearly identical to those the court considered in *Blair*. See 928 F.3d at 823. Both the *Blair* provisions and those at issue here seek to limit the nature of the relief plaintiffs may seek, allowing only for “individual” claims. Indeed, the two H&R Block contracts at issue explicitly characterize their proposed limitations as a “Waiver of Right to Bring Class Action and Representative Claims.” (Dkt. 27-19 (Gibson Dec. Ex. 6 § 11.3), Dkt. 27-11 (Miner Dec. Ex. 10 § 1.3).) On their face, Defendants’ arbitration provisions therefore clearly contemplate waiver of the right to seek a public injunction and are thus unenforceable under California law, as established in *McGill* and confirmed in *Blair*.

Defendants argue that *Blair* was wrongly decided and urge the Court to ignore *Blair* on that basis, but the Court is bound by the law of the circuit in which it sits. See, e.g., *Pacific Telesis Grp. v. Nat’l Union Fire Ins. Co. of Pittsburgh, PA*, 1999 WL 155697, at * 2 (N.D. Cal. Mar. 16, 1999) (“The Court is not aware of any authority, however, that permits a district court to disregard the ruling of its circuit on the ground that the district court believes the decision is incorrect.”) The Court is bound by *Blair*’s holding that arbitration provisions purporting to waive the right to seek a public injunction are unenforceable under California law.

Defendants then argue in the alternative that, even if *Blair* and *McGill* are valid, this case differs from *Blair* and *McGill* because Plaintiffs are seeking primarily individual relief rather than injunctive relief truly directed at the general public, and thus the Court should require arbitration. The Court disagrees. In *McGill*, the California Supreme Court explained that the difference between a private and public injunction is the “primary beneficiary of the relief.”

Blair, 928 F.3d at 824 (citing *McGill*, 2 Cal. 5th at 955.) As the *Blair* court explained:

Private injunctions ‘resolve a private dispute’ between the parties and ‘rectify individual wrongs,’ though they may benefit the general public incidentally. [...] By contrast, public injunctions benefit ‘the public directly by the elimination of deceptive practices,’ but do not otherwise benefit the plaintiff, who ‘has already been injured, allegedly, by such practices and [is] aware of them.’

Id. (quoting *McGill*, 2 Cal. 5th at 955.) In particular, the statutory schemes set out in “the UCL, the CLRA, and the false advertising law” are explicitly designed to provide for “public injunctive relief” that is “[b]y definition” “primarily for the benefit of the general public.” *McGill*, 2 Cal. 5th at 961 (quotation omitted).

At oral argument, Defendants’ counsel contended that the “free filing” advertisements at issue were targeted to a limited subset of the general public because only certain people would actually qualify for free filing, such as those making under the threshold \$66,000 amount per year. Counsel attempted to distinguish H&R Block’s free filing advertisements from the “credit protector plan” offered in *McGill*, where eligibility was determined after the consumer had already applied for an associated credit card. 2 Cal. 5th at 952. The Court finds this a distinction without a difference. In both cases, the advertisements at issue are designed to lure in a large swath of the general public, only some of whom will be eligible for the product advertised. The advertisements themselves are directed at the general public. Defendants’ attempt to narrow the scope of *McGill* contravenes the purpose of the false advertising statutes, which is to protect the

public from misleading information. In this context, the suggestion that the bold invitation of “free filing” posted on a publicly available website is targeted to only those consumers who are eligible, but who could not necessarily conclude that they were eligible from the advertisements themselves or the structure of the website, is unconvincing. Plaintiffs seek injunctive relief to alter broadly-directed advertising they argue is misleading to the general public. This is precisely the type of public injunctive relief that is explicitly contemplated under the statutes at issue and that *McGill* and *Blair* teach cannot be waived in arbitration provisions.

For the forgoing reasons, the Court DENIES Defendants’ motion to compel arbitration.

B. Motion to Stay Based on Primary Jurisdiction Doctrine.

Defendants move to stay this action under the doctrine of “primary jurisdiction” because the IRS has announced that it is reviewing the Free File program at issue in this case. Because Plaintiffs’ claims do not implicate the regulatory authority of the IRS and because staying this case under this doctrine does not promote judicial efficiency, the Court DENIES the motion to stay.

1. Legal Standards.

The doctrine of primary jurisdiction allows a court to stay or dismiss litigation without prejudice while an administrative agency reviews an issue that is central to the litigation. Courts use this prudential doctrine only “if the claim requires resolution of an issue of first impression, or of a particularly complicated issue that Congress has committed to a regulatory

agency, and if protection of the integrity of a regulatory scheme dictates preliminary resort to the agency which administers the scheme.” *Clark v. Time Warner Cable*, 523 F.3d 1110, 1114 (9th Cir. 2008). A court should apply the doctrine when there is “(1) the need to resolve an issue that (2) has been placed by Congress within the jurisdiction of an administrative body having regulatory authority (3) pursuant to a statute that subjects an industry or activity to a comprehensive regulatory authority that (4) requires expertise or uniformity in administration.” *Syntek Semiconductor Co. v. Microchip Tech., Inc.*, 307 F.3d 775, 781 (9th Cir. 2002). “Primary jurisdiction is not implicated simply because a case presents a question, over which the [administrative agency] could have jurisdiction.” *Brown v. MCI WorldCom Network Servs., Inc.*, 277 F.3d 1166, 1172 (9th Cir. 2002). “Nor is [the primary jurisdiction doctrine] intended to ‘secure expert advice’ for the courts from regulatory agencies every time a court is presented with an issue conceivably within the agency’s ambit.” *Id.* The doctrine is “reserved” for a “limited set of circumstances” where there is a need to resolve an “issue of first impression, or [...] a particularly complicated issue that Congress had committed to a regulatory agency.” *Clark*, 523 F.3d at 1114 (internal citations and quotation omitted).

2. Discussion.

Defendants argue that the Court should stay this litigation under the doctrine of primary jurisdiction because the Treasury Inspector General for Tax Administration (“TIGTA”) has begun a review of the Free File program and hired a third party, Mitre Corporation (“Mitre”), to assess the program. (Dkt. 42-1.) Mitre issued a report with recommendations (the “Mitre

Report”), and that report is now publicly available on the IRS’s website. (*Id.*) The Mitre Report does not identify any specific company in its assessment but rather analyzes the members of FFI as a group, and in some circumstances the Mitre Report refers to a member individually but not by name. (*Id.*) The Mitre Report analyzes some of the issues presented in this case and finds that some of the member companies in the FFI “engaged in a search routing practice that prevented their Free File offering from appearing in the organic search results of the major search engines – the use of meta robots NOINDEX (M) or the rel=canonical tagFree File (R).” (Dkt. 42-1 at internal page 45.) Thus, the Mitre Report might bolster some of Plaintiffs’ claims. However, the Mitre Report found only two violations of the MOU by two unnamed members of FFI and merely recommended that the IRS address the use of this type of action. (Dkt. 42-1 at internal pages xxii and 39.) The purpose of the Mitre Report was to analyze compliance with the MOU. (Dkt. 42-1 at internal page 20.) The Mitre Report does not mention analysis of the practices of the FFI’s members in terms of compliance with California’s state laws regarding false advertising or unfair business practices. Defendants point to no guidance from the IRS about its use of the Mitre Report, acceptance or rejection of the recommendations contained in the Mitre Report, or any timetable regarding the Mitre Report.

Here, determination of Plaintiffs’ claims regarding false advertising and unfair business practices does not implicate an issue before the IRS over which the IRS has regulatory authority. This case does not require interpretation of a complicated tax statute or regulation. This case involves false advertising, and

the IRS does not have authority to regulate false advertising. Moreover, even assuming for the sake of argument that the resolution of this case depends on an interpretation of the MOU, adjudication of this issue does not require expertise from the IRS. A court is able to interpret a contract such as the MOU here. For example, courts routinely adjudicate disputes involving interpretation of federal regulations. *See, e.g., Brown*, 277 F.3d at 1172 (court could resolve a dispute if it involved “a straightforward interpretation” of tariff imposed by Federal Communications Commission). To the extent that the Court must interpret the MOU and the parties’ intentions, either party can seek testimony from representatives of the IRS.

Finally, even if the factors supporting primary jurisdiction did exist, staying the case would not promote judicial efficiency. The “deciding factor” in determining whether to apply the doctrine of primary jurisdiction is “judicial efficiency.” *Astiana v. Hain Celestial Grp., Inc.*, 783 F.3d 753, 760-61 (9th Cir. 2015) (internal citation and quotation omitted). A court deciding whether to apply the doctrine should consider whether “invoking primary jurisdiction would needlessly delay the resolution of claims.” *Id.*

Here, the IRS has provided no information about the process or timing within which the IRS will consider changes to the Free File program, and there is no regulatory scheme outlining such a process or requiring a specific time by which the IRS must act. There is no requirement that the IRS respond in any way to the Mitre Report. Under these circumstances, a stay is not appropriate. Halting the litigation with no end in sight from the IRS would not promote judicial efficiency.

For the forgoing reasons, the Court DENIES Defendants' motion to stay based on the primary jurisdiction doctrine.

C. Motion to Appoint Interim Lead Counsel.

On August 26, 2019, Plaintiffs moved to appoint Gutride interim lead counsel, and on October 14, 2019, they submitted a request for judicial notice of a second-filed action relevant to the motion to appoint counsel. (Dkts. 26, 40.) Defendants oppose the motion. (Dkt. 29.) Because two similar precertification putative class actions are pending and because Gutride has undertaken the research underlying this action and has substantive experience with similar complex litigation, the Court GRANTS Plaintiffs' motion to appoint Gutride interim lead counsel.

1. Legal Standards.

Federal Rule of Civil Procedure 23(g)(3) authorizes courts to "designate interim counsel to act on behalf of a putative class before determining whether to certify the action as a class action." Courts considering the appointment of interim counsel weigh the factors outlined in Rule 23(g)(1): "(i) the work counsel has done in identifying or investing potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class." *Levitte v. Google, Inc.*, 2009 WL 482252, at *2 (N.D. Cal. Feb. 25, 2009). The Court may further consider "any other matter pertinent to counsel's ability to fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(1)(B). Designating interim class counsel "clarifies responsibility for protecting the interests of the

class during precertification activities, such as making and responding to motions, conducting any necessary discovery, moving for class certification, and negotiating settlement.” *Manual for Complex Litigation* § 21.11 (4th ed.).

2. Discussion.

Gutride requests that it be appointed interim lead counsel for the putative class in this case based on the fact that it has undertaken the research underpinning this action; the fact that it has substantial experience representing plaintiffs in consumer class action suits, as well as concomitant knowledge and expertise; the fact that it is willing and able to commit resources to continuing this case; and the fact that it believes it understands how best to advance the interests of Plaintiffs based on its research to date. (Dkt. 26.) Defendants counter that Plaintiffs’ motion to appoint interim counsel is premature, as there are no overlapping class actions with competing counsel. (Dkt. 29 at 3) (citing *Wang v. OCZ Tech. Group Inc.*, 2011 WL 13156817, at *2 (N.D. Cal. Jun. 29, 2011) for the proposition that interim appointment is premature without competing lawsuits or counsel). Plaintiffs reply that at least one similar lawsuit is pending and request that the Court take judicial notice of a second-filed action currently pending in the Western District of Missouri, *Swanson v. H&R Block, Inc.*, et al., 19-788. (Dkt. 40.)

The Court takes judicial notice of the action pending in the Western District of Missouri and which was filed in September 2019, approximately three months after this suit was removed to this Court. The Western District of Missouri action contains substantially similar allegations and claims that are nearly identical to the claims in this case. (Dkt. 40 at Ex. A.) The Court

agrees with Gutride that its designation as interim lead counsel is appropriate given its work on the case so far, its expertise drawn from work on similar complex consumer class action cases, and its ability to continue representation in this case. Given the pendency of a nearly identical suit in another district court, the appointment of interim counsel here is not premature and will further the fair and adequate representation of the putative class by clarifying who is responsible for their interests. The Court therefore GRANTS Plaintiff's motion to appoint interim lead counsel.

D. Administrative Motion Regarding Pending Motions.

On October 28, 2019, after the Court had already conducted oral argument on the three motions discussed above, Defendants filed an administrative motion in which they requested that the Court defer ruling on their motions to compel arbitration and to stay based on primary jurisdiction, as well as Plaintiff's motion to appoint interim counsel, and instead turn to Defendants' later-filed motion to transfer venue. (Dkt. 48.) Plaintiffs oppose Defendants' administrative motion. (Dkt. 50.)

The Court agrees with Plaintiffs that it would disserve judicial efficiency to consider the motion to transfer prior to ruling on the other three fully ripe motions before it. For that reason, Defendants' administrative motion is DENIED. Oral argument on the pending motion to transfer venue remains set for November 25, 2019, at 9:00 a.m. If the parties do not wish to travel during the week of Thanksgiving, they may submit a stipulation to change the date of the hearing on the motion to transfer venue to a date *after* that currently scheduled, but not before.

23a

IT IS SO ORDERED.

Dated: November 5, 2019

/s/ Sallie Kim
SALLIE KIM
United States Magistrate Judge

APPENDIX C

DEREK D SNARR



WELCOME TO BLOCK ADVISORS®

Thank you for choosing BLOCK Advisors®. This Client Service Agreement (“CSA”) explains what you should expect from your tax preparer and from other companies that may provide products and services to you. It also explains what is needed from you so that they can provide the great service you expect. This CSA contains an Arbitration Agreement, the terms of which are set forth below.

The office you have chosen will prepare your tax return(s) and/or provide other products and services you request. If you are having your taxes prepared, your tax preparer will (1) interview you to learn details that affect your taxes, and (2) ask you for documents to help accurately record your income, credits or deductions. You agree to provide information related to all products and services you receive, including your W-2(s) and other information that affects your tax situation, and to verify the accuracy of this information (including any W-2 you download for pick-up in the tax office). If you discover that you did not provide complete and accurate information, you agree to file an amended return. Your tax preparer would be happy to prepare any amendment for you, but there may be an additional charge. The use and disclosure

of your information is governed by the Privacy Notice provided to you. You may request a copy of our most recent Privacy Notice from any office, or you may access a copy at www.blockadvisors.com. If you obtain a Refund Transfer (“RT”), your fees are not due and payable until all services are complete, which is typically when your RT funds are disbursed to you (but in no event more than 21 days after your return is e-filed).

If you are having your taxes prepared, and you are at a BLOCK Advisors® office operated by HRB Tax Group, Inc. (“HRB”), your tax return will be prepared by HRB. If you are at a franchised BLOCK Advisors® office, your return will be prepared by an independently owned and operated franchisee (“Franchisee”).

ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)

1. Scope of Arbitration Agreement. All disputes and claims between you and any one or more of the Block Parties (as defined below) shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, either you or the Block Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 3 below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term “Block Parties” shall include HRB, Emerald Financial Services, LLC, and Franchisee; as well as any of their direct or indirect parents, subsidiaries, and af-

filiates. This term also includes the predecessors, successors, officers, directors, agents, employees and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: You are not required to accept arbitration even though you must sign this CSA to receive service today. You may opt out of this Arbitration Agreement within the first 60 days after you sign this CSA by fully filling out the form found at www.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt-Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security number, state, zip code, and the words “Reject Arbitration.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

2. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and the Block Parties agree otherwise, any arbitration hearing shall take place in the county of your residence. We encourage you to call (855) 267-2202 in advance of filing a claim for arbitration to see if the dispute can be resolved prior to arbitration.

3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the Block Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the Block Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim for relief (and only that claim for relief) must remain in court and be severed from any arbitration. The Block Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

4. Arbitration Costs. The Block Parties will pay all filing, administrative, arbitrator and hearing costs. The Block Parties waive any rights they may have to

recover an award of attorneys' fees and expenses against you.

5. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

**THIS CONTRACT CONTAINS A BINDING
ARBITRATION PROVISION**

The Block Parties agree to be bound by the terms above. I have the authority to sign on behalf of the taxpayer(s), and I understand and voluntarily agree to the terms of the Arbitration Agreement described above, as well as all other terms, conditions and disclosures presented in this Client Service Agreement.

/s/ _____
Client's Signature

8/15/2018
Date

Spouse's Signature
(Required only if MFJ
and Spouse is Present)

Date

BLOCK COPY

TS18 Client Service Agreement
17CSABA1
10/19/2017

APPENDIX D

	Case	Statute(s)	Request for Public Injunctive Relief
1	<i>Somers v. Crown Labs.</i> , No. 21-cv-00868 (S.D. Cal. May 5, 2021)	CLRA; UCL	“Plaintiff on behalf of herself, all others similarly situated, and the general public, seek[s] declaratory relief and an injunction prohibiting Defendant from continuing such practices, * * * and all other relief this Court deems appropriate[.]” Compl. ¶ 51.
2	<i>TSG Wealth Mgmt., LLC v. Rahamin Suarez</i> , No. 21-cv-03669 (C.D. Cal. Apr. 29, 2021)	UCL	“Plaintiffs bring this cause of action to remedy, and have standing to remedy, the improper conduct of Defendants, on behalf of the general public or a large class of persons.” Compl. ¶ 112.
3	<i>Ketayi v. Health Enrollment Group</i> , No. 20-cv-01198 (S.D. Cal. Apr. 23, 2021)	UCL; FAL	“Plaintiffs, individually, and on behalf of all others similarly situated and for the benefit of the general public as applicable, pray for relief pursuant to each cause of action set forth in this Second

			Amended Complaint as follows: * * * permanent injunctive relief[.]” Second Am. Compl. p. 71.
4	<i>Ohuche v. Autovest, LLC</i> , No. 21STCV14766 (Cal. Super. Ct. Apr. 19, 2021)	UCL	“[P]laintiff, on behalf of himself and members of the general public, prays for * * * [i]njunctive relief.” Compl. p. 15.
5	<i>Naseri v. Greenfield World Trade Inc.</i> , No. 30-2021-01196179 (Cal. Super. Ct. Apr. 16, 2021)	CLRA; UCL	“Plaintiff prays that judgment be entered against Defendant as follows * * * [for] public injunctive relief.” Compl. pp. 16-17.
6	<i>Knüttel v. Omaze, Inc.</i> , No. 21-cv-02726 (N.D. Cal. Apr. 15, 2021)	CLRA; UCL	“Plaintiffs seek, on behalf of themselves, * * * and the general public, an injunction to (i) enjoin Defendant from continuing to employ the unlawful methods, acts and practices alleged herein[.]” Compl. ¶ 153.

7	<i>Cadenas v. PIA-SC Ins. Servs., Inc.</i> , No. 21STCV13543 (Cal. Super. Ct. Apr. 9, 2021)	UCL	“Plaintiff is entitled to an injunction against such unlawful practices * * * [.] Plaintiff brings this cause individually and as members [sic] of the general public.” Compl. ¶ 134.
8	<i>Vunisa v. Health Net, LLC</i> , No. 21CV379187 (Cal. Super. Ct. Apr. 6, 2021)	UCL	“Unless restrained and enjoined, Defendants will continue to engage in the above-described wrongful conduct[.] * * * Plaintiff therefore, on behalf of himself, class members, and the general public, also seek restitution and an injunction[.]” Compl. ¶ 167.
9	<i>Vlad v. JVST Grp.</i> , No. 30-2021-01193692 (Cal. Super. Ct. Apr. 5, 2021)	CLRA; UCL	“Plaintiff prays that judgment be entered against Defendant as follows * * * [for] public injunctive relief.” Compl. p. 16.
10	<i>Slaughter v. Virgin Scent, Inc.</i> , No. 21-cv-02875 (C.D.	CLRA; UCL	“Plaintiff at his time seeks * * * an injunction against Defendant, * * * in order to prevent any future

	Cal. Apr. 2, 2021)		harm to the Class members and/or for the benefit of the general public[.]” Compl. ¶ 62.
11	<i>Galvan v. R&D Tech. Servs.</i> , No. 21CV37892 4 (Cal. Super. Ct. Mar. 30, 2021)	UCL	“Plaintiff sues on behalf of the general public” for injunctive relief. Compl. ¶ 88.
12	<i>Burzdak v. Universal Screen Arts, Inc.</i> , No. 3:21-cv-02148 (N.D. Cal. Mar. 26, 2021)	UCL	“On behalf of the Class and for the benefit of the general public of the State of California, Plaintiff seeks an injunction[.]” Compl. ¶ 50.
13	<i>Bubak v. Golo, LLC</i> , No. 1:21-cv-492 (E.D. Cal. Mar. 24, 2021)	FAL	“Plaintiff * * * and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 66.
14	<i>Mendez v. LinkedIn Corp.</i> , No. 21cv378575 (Cal. Super. Ct.	CLRA; UCL; FAL	“Plaintiff Mendez, individually and on behalf of all similarly situated California consumers, seeks individual, representative

	Mar. 24, 2021)		and, public injunctive relief[.]” Compl. ¶ 111.
15	<i>Shankula v. Ticketsonsa le.com, LLC</i> , No. 3:21-cv-00515 (S.D. Cal. Mar. 23, 2021)	CLRA; UCL	Plaintiff “brings this action for public injunctive relief to protect the consuming public in California from the deceptive and unfair business practices of Defendants * * * resulting in violations of California consumer protection laws[.]” Compl. p. 2.
16	<i>Talavera v. S. Coast Restoration, Inc.</i> , No. 30-2021-01189756 (Cal. Super. Ct. Mar. 17, 2021)	UCL	In action brought on behalf of Plaintiff and the general public, “Plaintiff seeks injunctive relief under <u>B&PC § 17200</u> , et seq.” Compl. ¶ 1.
17	<i>Andrews v. Michaels Store, Inc.</i> , No. 21-cv-02294 (C.D. Cal. Mar. 15, 2021)	UCL	“Plaintiffs and the Class seek * * * a public injunction prohibiting [Defendants] from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.” Compl. ¶ 103.

18	<i>Elliott v. EBF Partners, LLC</i> , No. 30-2021-01189055 (Cal. Super. Ct. Mar. 12, 2021)	FAL	“The actions of Defendants have caused substantial injury * * * such that public injunctive relief is warranted.” Compl. ¶ 53.
19	<i>Lag Shot Golf LLC, v. Facebook, Inc.</i> , No. 21-cv-01495 (N.D. Cal. Mar. 2, 2021)	UCL	Plaintiffs seek “an injunction on behalf of the general public[.]” Compl. ¶ 78.
20	<i>Organes v. G & J Martinez Express Inc.</i> , No. 21STCV07936 (Cal. Super. Ct. Mar. 1, 2021)	UCL	“Plaintiff brings this cause individually and as members [sic] of the general public.” Compl. ¶ 154.
21	<i>Ferguson v. Age of Learning, Inc.</i> , No. 21-cv-	CLRA; UCL	“Plaintiffs seek a public injunction for the benefit of the general public of the State of California.”

	00360 (C.D. Cal. Feb. 26, 2021)		Compl. ¶ 116.
22	<i>Galgon v. Epson America, Inc.</i> , No. 21-cv-01794 (C.D. Cal. Feb. 25, 2021)	UCL; FAL	“Plaintiff is entitled to and seeks restitution and public as well as private injunctive relief[.]” Compl. ¶¶ 92, 98, 105, 111.
23	<i>Meyers v. Alphabet, Inc.</i> , No. 21-cv-01767 (C.D. Cal. Feb. 25, 2021)	UCL	“Plaintiff thus seeks * * * a public injunction to enjoin Defendants from harming the general public[.]” Compl. ¶ 8.
24	<i>Minassian v. Porsche Cars N. America, Inc.</i> , No. 2:21-cv-01111 (C.D. Cal. Feb. 20, 2021)	CLRA; UCL; FAL	“On behalf of the general public, Plaintiffs request that an injunction against Defendants be issued to enjoin them from continuing to engage in the unlawful conduct alleged herein[.]” First Am. Compl. ¶ 215; see also <i>id.</i> ¶¶ 171, 182; 195-196.
25	<i>Gostev v. SKILLZ, Inc.</i> , No.	UCL	“Plaintiff seeks * * * injunctive relief on his own behalf, and a for

	CGC21589 818 (Cal. Super. Ct. Feb. 18, 2021)		[sic] public injunction in accordance with the <i>McGill</i> Rule.” Compl. p. 2.
26	<i>Ahmed v. W. Refining Retail, LLC</i> , No. 2:20-cv- 08342 (C.D. Cal. Feb. 5, 2021)	UCL	“Plaintiff seeks an in- junction ending this unfair practice on be- half of the Public[.]” Second Am. Compl. ¶ 74.
27	<i>Felix v. Kab Group Invs., Inc.</i> , No. 21STCV03 161 (Cal. Super. Ct. Jan. 26, 2021)	CLRA	“On behalf of the gen- eral public, Plaintiff requests that an in- junction against the Defendants be issued to enjoin them from continuing to engage in the unlawful con- duct alleged herein[.]” Compl. ¶ 98.
28	<i>Ramirez v. HB USA Holdings, Inc.</i> , 5:20- cv-01016 (C.D. Cal. Jan. 25, 2021)	UCL	“Plaintiff, on behalf of herself * * * and as ap- propriate, on behalf of the general public, seeks injunctive relief prohibiting Defendant from continuing these wrongful practices.” Compl. ¶ 174.
29	<i>Pallack v. Life is Amazing,</i>	UCL	“Plaintiff and the gen- eral public are entitled

	<i>LLC</i> , No. 21-cv-00139 (C.D. Cal. Jan. 22, 2021)		to injunctive relief[.]” Compl. ¶ 68.
30	<i>Elizarov v. Healthy Paws Pet Ins.</i> , No. 21STCV01079 (Cal. Super. Ct. Jan. 12, 2021)	UCL	“[Plaintiff] seeks public injunctive relief[.]” Compl. ¶ 50.
31	<i>Jacksonville Police Officers v. Gilead Sci., Inc.</i> , No. 20-cv-06522 (N.D. Cal. Dec. 28, 2020)	UCL	“[T]o the extent appropriate for the benefit of the general public, Plaintiff requests * * * [the court] [d]eclare that the Defendants’ conduct constitutes a violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 <i>et seq.</i> , and [grant] appropriate injunctive and equitable monetary relief to the Class and for the benefit of the general public.” Compl. pp. 48-49.
32	<i>Delpapa v. Wells</i>	UCL	“Plaintiffs, individually and on behalf of

	<i>Fargo Bank, N.A.</i> , No. 3:20-cv-06009 (N.D. Cal. Dec. 24, 2020)		all others similarly situated, request that the Court enter judgment against Defendants, as follows: * * * Award injunctive relief, including public injunctive relief[.]” First Am. Compl. ¶ 350.
33	<i>Hamlin v. TC Deva Group LLC</i> , No. 2:20-cv-02527 (E.D. Cal Dec. 22, 2020)	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief[.]” Compl. ¶ 103.
34	<i>Letiecq v. The Veggie Grill, Inc.</i> , No. 20CV375057 (Cal. Super. Ct. Dec. 21, 2020)	CLRA; UCL	Plaintiff seeks “a public-wide injunction.” Compl. pp. 18-20.
35	<i>Kim v. Gap, Inc.</i> , No. 20-cv-11452 (C.D. Cal. Dec. 18, 2020)	UCL	“Plaintiff seeks * * * an injunction on behalf of himself and the general public enjoining Defendants from continuing to engage in the unfair competition alleged above[.]”

			Compl. ¶¶ 40, 50.
36	<i>Mobile Emergency Hous. Corp. v. HP, Inc.</i> , No. 5:20-cv-09157 (N.D. Cal. Dec. 17, 2020)	UCL; FAL	Under the FAL and UCL, Plaintiffs seek “public as well as injunctive relief[.]” Compl. ¶¶ 127; 144.
37	<i>Vega v. Tempoe, LLC</i> , No. 20-cv-02322 (C.D. Cal. Dec. 9, 2020)	CLRA; UCL	Plaintiff seeks a “public injunction on behalf of the People of the State of California.” First Am. Compl. pp. 15-16.
38	<i>Maag v. U.S. Bank Nat’l Assoc.</i> , No. 37-2020-00040898 (Cal. Super. Ct. Dec. 8, 2020)	UCL	Plaintiff seeks “[a]n order for a public injunction enjoining Defendants[.]” First Am. Compl. p. 18.
39	<i>Eisenberg v. BBVA USA</i> , No. 3:20-cv-02368 (S.D.	UCL	Plaintiff seeks “a public injunction enjoining Defendant from harming the general public.” Compl. ¶ 4.

	Cal. Dec. 4, 2020)		
40	<i>Cortes v. Cabrillo Credit Union</i> , No. 3:20-cv-02375 (S.D. Cal. Dec. 4, 2020)	UCL	Plaintiff seeks “a public injunction enjoining Defendant from harming the general public.” Compl. ¶ 5.
41	<i>Wilson v. Wells Fargo & Co.</i> , No. 3:20-cv-02307 (S.D. Cal. Nov. 25, 2020)	UCL	“[Defendant’s] violations are also actionable under the California Unfair Competition Law[.] * * * Plaintiff thus seeks * * * a public injunction enjoining Defendant from harming the general public[.]” Compl. ¶ 5.
42	<i>Alvarez v. Santander Consumer USA, Inc.</i> , No. 20STCV44251 (Cal. Super. Ct. Nov. 18, 2020)	UCL	“[P]laintiff prays for relief, on behalf of herself and the general public * * * [f]or injunctive relief.” Compl. p. 10.
43	<i>Kanan v. Thinx, Inc.</i> ,	CLRA;	“Plaintiff, on behalf of herself and all others

	No. 2:20-cv-10341 (C.D. Cal. Nov. 12, 2020)	UCL; FAL	similarly situated, and as appropriate, on behalf of the general public, seeks injunctive relief[.]” Compl. ¶ 152.
44	<i>Cimoli v. Alacer Corp.</i> , No. 5:20-cv-07838 (N.D. Cal. Nov. 5, 2020)	CLRA; UCL; FAL	“Plaintiff, individually and on behalf of all California Class members and the general public, seek[s] * * * an injunction[.]” Compl. ¶ 63.
45	<i>Hamilton v. Juul Labs, Inc.</i> , No. 20-cv-03710 (N.D. Cal. Oct. 29, 2020)	UCL	“[Plaintiff] seeks a public injunction[.]” Compl. ¶ 153.
46	<i>Poling v. Artech LLC</i> , 3:20-cv-07630 (N.D. Cal. Oct. 29, 2020)	UCL	“The causes of action herein are not brought solely on behalf of Plaintiff and Class Members, but are also brought on behalf of the general public and are intended to benefit the general public to the greatest extent permitted – this includes, but is not nec-

			essarily limited to, injunctive relief.” Compl. ¶ 84.
47	<i>McFall v. Perrigo Co.</i> , 20CV07752 (C.D. Cal. Oct. 22, 2020)	CLRA; UCL; FAL	“Plaintiffs seek, on behalf of themselves, the Class, and the general public, an injunction prohibiting Defendants from the [unlawful conduct].” Compl. ¶ 69.
48	<i>Zeff v. Greystar Real Estate Partners</i> , No. 3:20-cv-07122 (N.D. Cal. Oct. 13, 2020)	UCL	“Plaintiff, all class members and the general public are entitled to injunctive relief[.]” Compl. ¶ 52.
49	<i>Maciel v. Flowers Foods, Inc.</i> , No. 3:20-cv-02059 (S.D. Cal. Oct. 7, 2020)	UCL	Complaint brings cause of action for “public injunctive relief and restitution under California’s UCL[.]” Compl. p. 20 (emphasis omitted).
50	<i>Willis v. HSC Solutions LLC</i> , No. 3:20-cv-06878 (N.D. Cal.	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief” under a

	Oct. 2, 2020)		UCL claim. Compl. ¶ 111, <i>id.</i> pp. 27-28.
51	<i>Tedesco v. Grand Brands, Inc.</i> , No. 3:20-cv-01928 (S.D. Cal. Sept. 28, 2020)	UCL	“In accordance with Bus. & Prof. Code § 17203, Plaintiff, on behalf of themselves [sic], the Class, and the general public, seek[s] an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices[.]” Compl. ¶ 199.
52	<i>Norman v. Uber Techs., Inc.</i> , No. 4:20-cv-06700 (N.D. Cal. Sept. 24, 2020)	UCL	“Plaintiff brings an action for injunctive relief on behalf of herself and the general public.” Compl. ¶ 120.
53	<i>Regala v. JPMorgan Chase Bank</i> , No. 3:20-cv-01910 (S.D. Cal. Sept. 24, 2020)	UCL	“On behalf of herself, the general public, and the Class, Plaintiff seeks damages, restitution, and public injunctive relief[.]” Compl. ¶ 8.

54	<i>Mai v. Costco Wholesale Corp.</i> , No. 30-2020-01161013 (Cal. Super. Ct. Sept. 18, 2020)	CLRA; UCL	“Plaintiffs, individually * * * and on behalf of the general public, request * * * [a] public injunction.” Compl. p. 19.
55	<i>Phayakapong v. Starbucks Corp.</i> , No. 30-2020-01161061 (Cal. Super. Ct. Sept. 18, 2020)	UCL	Plaintiff seeks “injunctive relief on behalf of the general public.” Compl. ¶¶ 38, 39.
56	<i>Anthony M. v. Colt Servs.</i> , No. 2:20-cv-08509 (C.D. Cal. Sept. 16, 2020)	UCL	Plaintiff in pursuing UCL claim seeks “to obtain injunctive relief on behalf of the public[.]” Compl. ¶ 133; pp. 22-23.
57	<i>Young v. Generali U.S. Branch</i> , No. 3:20-cv-01804 (S.D. Cal. Sept. 14, 2020)	UCL; FAL	Plaintiff seeks relief “appropriate to secure restitution for all affected members of the Class and the general public and to obtain injunctive relief.” Compl. ¶ 54.

58	<i>Gutierrez v. Downey Rest. Group, Inc.</i> , No. 20-cv-08370 (C.D. Cal. Sept. 12, 2020)	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief[.]” Compl. ¶ 110.
59	<i>Elgindy v. AGA Serv. Co.</i> , No. 4:20-cv-06304 (N.D. Cal. Sept. 4, 2020)	UCL; FAL	“To protect the general public from the threat of future injury, Plaintiff seeks a public injunction[.]” Compl. ¶ 75.
60	<i>Crosby v. Amazon.com Inc.</i> , No. 2:20-cv-08003 (C.D. Cal. Sept. 1, 2020)	CLRA; UCL; FAL	“Plaintiffs and the general public are entitled to permanent injunctive relief.” Compl. ¶ 160.
61	<i>Urista v. Wells Fargo & Co.</i> , No. 20CV1689 (S.D. Cal.	UCL; FAL	Plaintiff seeks “[p]ublic injunctive relief * * * permanently and immediately prohibiting Defendant Wells Fargo from engaging

	Aug. 29, 2020)		in the unlawful conduct alleged herein.” Compl. p. 45.
62	<i>Kim v. Cent. Fitness, LP</i> , No. 20STCV32986 (Cal. Super. Ct. Aug. 28, 2020)	UCL	“Plaintiff, on behalf of himself, Employees, and the general public, brings this claim [seeking injunctive relief] pursuant to Business & Professions Code § 17200.” Compl. ¶¶ 104, 105.
63	<i>Cullen v. Shutterfly Lifetouch, LLC</i> , 5:20-cv-06040 (N.D. Cal. Aug. 27, 2020)	CLRA; UCL; FAL	“Plaintiffs, on behalf of themselves * * * and the general public, respectfully request[] * * * [a]n order temporarily and permanently enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint.” Compl. p. 20.
64	<i>Lauchung-Nacarino v. Hostess Brands, Inc.</i> , No. 20-cv-05971 (N.D. Cal.	CLRA; UCL; FAL	“Plaintiff * * * on behalf of herself, the general public, and those similarly situated” (Compl. ¶ 1) seeks injunctive relief (Compl. pp. 29-31).

	Aug. 25, 2020)		
65	<i>Shay v. Apple, Inc.</i> , No. 3:20-cv-01629 (S.D. Cal. Aug. 21, 2020)	UCL	“Plaintiff, on behalf of herself, all others similarly situated, and the general public, seeks * * * an injunction prohibiting Defendants from continuing such practices * * * and all other relief this Court deems appropriate, consistent with Business & Professions Code § 17200.” Compl. ¶ 65.
66	<i>LVE Express, Inc. v. Tony’s Truck & Lube Tires, Inc.</i> , No. 20LBCV00376 (Cal. Super. Ct. Aug. 20, 2020)	UCL	“Plaintiff brings this cause of action [seeking injunctive relief under the UCL] both in Plaintiff’s individual capacity and on behalf of the general public against [Defendant].” Compl. ¶ 27; see also <i>id.</i> ¶¶ 26-33.
67	<i>Monge v. Titlemax</i> , No. 2020-00028732 (Cal. Super. Ct. Aug. 17, 2020)	UCL	“Plaintiff also requests public injunctive relief as described in <i>McGill</i> .” Compl. ¶ 26.

68	<i>Stevens v. Britax Child Safety, Inc.</i> , No. 20CV07373 (C.D. Cal. Aug. 14, 2020)	CLRA; UCL; FAL	“Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 104.
69	<i>Stettner v. Mercedes-Benz Fin. Servs. USA, LLC</i> , No. 2020-00282700 (Cal. Super. Ct. Aug. 3, 2020)	UCL	“This is an action seeking public injunctive relief arising from [Defendant’s] unlawful, unfair and fraudulent business practice.” Compl. ¶ 1.
70	<i>In Defense of Animals v. Sanderson Farms, Inc.</i> , No. 3:20-cv-52393 (N.D. Cal. July 31, 2020)	UCL; FAL	“Plaintiffs, on behalf of themselves * * * and the general public, pray for judgment as follows: * * * an award of injunctive relief.” Compl. p. 51.
71	<i>Stevens v. Hilton Mgmt. LLC</i> , No.	UCL	“[O]n behalf of himself and the general public,

	2020-00026725 (Cal. Super. Ct. July 30, 2020)		Plaintiff seeks injunctive relief.” Compl. ¶ 76.
72	<i>Curran v. Quick Quack Car Wash Holdings</i> , No. 2020-00282263 (Cal. Super. Ct. July 24, 2020)	CLRA; UCL	“Plaintiff prays for * * * injunctive relief, including a public injunction for the benefit of the People of the State of California.” Compl. p. 15.
73	<i>Lark Seeds Int’l v. Kraft Heinz Foods Co.</i> , No. 20STCV27406 (Cal. Super. Ct. July 21, 2020)	UCL	Plaintiff requests “on behalf of itself or on behalf of the general public or both, an injunction restraining [Defendant] * * * from engaging in further acts of unlawful, unfair, or fraudulent business acts or practices.” Compl. ¶ 26.
74	<i>Elizabeth M. Byrnes, Inc. v. Fountainhead Commercial Capital</i> ,	UCL; FAL	“Plaintiff, on behalf of itself and all others similarly situated and also on behalf of the general public, pray[s] for judgment against Defendant as follows: *

	<i>LLC</i> , No. 2:20-cv-04149 (C.D. Cal. July 17, 2020)		* * Public injunctive relief enjoining Defendants [sic] unfair business practices or false advertising[.]” Compl. at pp. 17-18.
75	<i>Yedalian v. Blackhawk Network California, Inc.</i> , 20STCV26 194 (Cal. Super. Ct. July 13, 2020)	UCL	“Permanent injunctive relief is sought, including on behalf of members of the public.” Compl. ¶ 26.
76	<i>Yedalian v. Best Buy Co., Inc.</i> , No. 20STCV25 130 (Cal. Super. Ct. July 6, 2020)	UCL	“Permanent injunctive relief is sought, including on behalf of members of the public.” Compl. ¶ 22.
77	<i>Brelsford v. YourMechanic, Inc.</i> , No. 3:20-cv-04452 (N.D. Cal. July 5, 2020)	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief[.]” Compl. ¶ 107.

78	<i>Lifewave, Inc. v. Wavelife Techs. USA Inc.</i> , No. 20-cv-05961 (C.D. Cal. June 30, 2020)	UCL; FAL	Plaintiff brings FAL and UCL claims seeking injunctive relief “on behalf of the general public.” Compl. ¶¶ 48, 50, 54.
79	<i>Clark v. SmilePlus Dentistry</i> , No. 2020-00019834 (Cal. Super. Ct. June 11, 2020)	UCL	“Public injunctive relief should be awarded against Defendants for their unlawful, unfair, and deceptive acts and practices.” Compl.¶ 60.
80	<i>Roe v. TransUnion Rental Screening Solutions, Inc.</i> , No. 20CV36727 4 (Cal. Super. Ct. June 11, 2020)	UCL	“Plaintiff prays judgment against Defendants as follows * * * [f]or public injunctive relief.” Compl. p. 7.
81	<i>Coburn v. Tom’s of Maine, Inc.</i> , No. 3:20-cv-01036 (C.D.	CLRA; UCL; FAL	In action seeking “injunctive relief as permitted by law or equity, including: enjoining Defendant from the unlawful practices

	Cal. June 8, 2020)		as set forth herein” (Compl. p. 15), “Plaintiff * * * brings this nationwide and California class action on behalf of herself, * * * and the general public[.]” (<i>id.</i> p. 2).
82	<i>Freeze v. Nelson Citrus Prods. Co.</i> , No. 37-2020-18733 (Cal. Super. Ct. June 4, 2020)	CLRA; UCL	“Plaintiff, on behalf of [herself] and * * * on behalf of the general public of the state of California, seeks injunctive relief.” Compl. ¶¶ 46, 63, 68.
83	<i>Martinez v. Booking Holdings, Inc.</i> , No. 2020-00018413 (Cal. Super. Ct. June 3, 2020)	UCL	“Plaintiff, on behalf of himself * * * and the general public, seeks * * * an injunction prohibiting Defendant from continuing such practices.” Compl. ¶ 63.
84	<i>Cortes v. Univ. & State Employees Credit Union</i> , No. 2020-00018182	UCL	“Absent * * * public injunctive relief * * * the general public, will suffer from and be exposed to Defendant’s conduct violative of the UCL.” Compl. ¶ 143.

	(Cal. Super. Ct. June 2, 2020)		
85	<i>Robbins v. Generali Global Assistance, Inc.</i> , No. 2:20-cv-04904 (C.D. Cal. June 2, 2020)	UCL; FAL	“A representative action under Bus. & Prof. Code § 17200 <i>et seq.</i> and Bus. & Prof. code § 17500 <i>et. seq.</i> , is also appropriate to secure restitution for * * * the general public and to obtain injunctive relief.” Compl. ¶ 32.
86	<i>Hill v. BBVA USA</i> , No. 3:20-cv-01016 (S.D. Cal. June 2, 2020)	UCL	“Plaintiff demand[s] judgment against Defendant for * * * a public injunction” and “[a]n order on behalf of the general public enjoining [Defendant] from continuing to employ unfair methods of competition and commit unfair and deceptive acts and practices alleged in this complaint.” Compl. p. 32.
87	<i>Ajzenman v. Office of the Comm’r of Baseball</i> , No. 2:20-cv-03643 (C.D.	CLRA; UCL	“Plaintiffs request that the Court issue sufficient equitable relief * * * [including] a public injunction[.]”

	Cal. June 1, 2020)		Amend. Class Action Compl. ¶ 117.
88	<i>Andrews v. Ring, LLC</i> , No. 5:20-cv-00889 (C.D. Cal. May 20, 2020)	CLRA; UCL; FAL	“In order to prevent injury to the general public, Plaintiff James Andrews asks the Court to enter a public injunction[.]” First Am. Compl. ¶ 164.
89	<i>Varga v. American Airlines Fed. Credit Union</i> , No. 2:20-cv-04380 (C.D. Cal. May 14, 2020)	UCL	“Absent * * * public injunctive relief * * * Plaintiff and other existing accountholders, and the general public, will suffer from and be exposed to [defendant’s] conduct violative of the UCL.” Compl. ¶ 139
90	<i>Garcia v. Renovate America, Inc.</i> , No. 20STCV18 226 (Cal. Super. Ct. May 13, 2020)	UCL	“Plaintiffs seek a public injunction ordering [Defendant] to immediately cease the unlawful and unfair acts and practices alleged herein.” Compl. ¶ 176.
91	<i>Furman v. Set & Service Res., LLC</i> , No. 20CV00361 (E.D. Cal.	UCL; FAL	“Plaintiff also brings a public injunctive relief class, pursuant to Cal. Bus. & Prof. Code §§ 17203 [and] 17535.” Compl. ¶ 56.

	May 12, 2020)		
92	<i>Munoz v. Walmart, Inc.</i> , No. 20STCV16 152 (Cal. Super. Ct. Apr. 28, 2020)	UCL	“Plaintiff seeks injunctive relief on behalf of the general public.” Compl. ¶ 39.
93	<i>Gbotoe v. Wheelcare Express, Inc.</i> , No. 20-cv-02797 (N.D. Cal. Apr. 22, 2020)	UCL	“Plaintiff, the class members, and the general public are also entitled to [] permanent injunctive and declaratory relief[.]” Compl. ¶ 83.
94	<i>Gendron v. Toyota Motor Corp.</i> , No. 8:20-cv-00775 (C.D. Cal. Apr. 20, 2020)	CLRA	“Plaintiffs, on behalf of themselves and * * * on behalf of the general public of the State of California, seek injunctive relief prohibiting Defendants from continuing these unlawful practices pursuant to California Civil code § 1782(a)(2).” Compl. ¶ 226.
95	<i>Wilson v. Flowers Foods, Inc.</i> ,	UCL	Complaint seeks “Public Injunctive Relief and Restitution under

	No. 2:20-cv-00804 (E.D. Cal. Apr. 17, 2020)		California’s UCL.” Compl. p. 20 (emphasis omitted).
96	<i>Mears v. All-Clad Metal Crafters, LLC</i> , No. 3:20-cv-02662 (Apr. 16, 2020)	UCC	“As a result of [Defendant’s] above unlawful, unfair and fraudulent acts and practices, Plaintiff * * * on behalf of the general public, seeks injunctive relief prohibiting [Defendant] from continuing these wrongful practices.” Compl. ¶ 201.
97	<i>Aliff v. Vervent, Inc.</i> , No. 20cv0697 (S.D. Cal. Apr. 10, 2020)	UCL	Plaintiffs seek “[a] public injunction under the McGill Rule.” Compl. pp. 43-44.
98	<i>Baldyga v. Deva Concepts, LLC</i> , No. 5:20-cv-02330 (N.D. Cal. Apr. 6, 2020)	UCL	“As a result of Defendant’s above unlawful, unfair and fraudulent acts and practices, Plaintiff * * * on behalf of the general public, seeks injunctive relief prohibiting Defendant from continuing these wrongful practices.” Compl. ¶ 179.

99	<i>Cohen v. Conagra Brands, Inc.</i> , No. 8:20-cv-00637 (S.D. Cal. Apr. 1, 2020)	CLRA; UCL; FAL	Plaintiff brings action “on behalf of the general public” seeking “an award of injunctive relief.” Compl. pp. 1, 28.
100	<i>Garcia v. W. Dental Servs., Inc.</i> , No. 20CV566 (S.D. Cal. Mar. 25, 2020)	UCL	“Public injunctive relief is a remedy available to private plaintiffs under the UCL” and Plaintiff seeks “[a]n award of equitable and injunctive relief pursuant to Cal. Bus. & Prof. Code § 17200 against [Defendant].” Compl. ¶ 75, <i>id.</i> p. 17.
101	<i>Spencer Verhines v. Uber Techs., Inc.</i> , No. 3:20-cv-01886 (N.D. Cal. Mar. 24, 2020)	UCL	Plaintiffs request the Court “[i]ssue a public injunction[.]”
102	<i>Kosaka v. W. Dental Servs., Inc.</i> , No. 3:20-cv-00556 (S.D.	UCL	“Public injunctive relief is a remedy available to private plaintiffs under the UCL” and Plaintiff seeks “[a]n award of equitable and

	Cal. Mar. 24, 2020)		injunctive relief pursuant to Cal. Bus. & Prof. Code § 17200 against [Defendant].” Compl. ¶ 66, p. 15.
103	<i>Simon v. JPMorgan Chase Bank</i> , No. 21STCV08716 (Cal. Super. Ct. Mar. 5, 2021)	UCL	Plaintiff seeks “a public injunction under the CRA and the UCL.” Compl. pp. 12-13.
104	<i>Svensrud v. Frito-Lay N. America, Inc.</i> , No. 30-2020-01136526 (Cal. Super. Ct. Mar. 4, 2020)	CLRA; UCL; FAL	Plaintiff “on behalf of herself, [and] the general public” (Compl. ¶ 1) seeks injunctive relief (<i>id.</i> p. 11).
105	<i>Crawford v. Elevate Credit, Inc.</i> , No. 20STCV08543 (Cal. Super. Ct. Mar. 3, 2020)	UCL	“Plaintiff, individually and on behalf of the California general public, request[s] * * * [a] public injunction.” Compl. pp. 45-46.

106	<i>Koller v. Consumer Reports, Inc.</i> , No. 2020-00011819 (Cal. Super. Ct. Mar. 2, 2020)	CLRA; UCL	“Plaintiffs pray for * * * a public injunction for the benefit of the State of California.” Compl. p. 15.
107	<i>Laurelwood Cleaners, LLC v. American Express Co.</i> , No. 20STCV07952 (Cal. Super. Ct. Feb. 28, 2020)	UCL	“This action seeks a public injunction restraining [Defendants].” Compl. ¶ 1.
108	<i>Everett v. Trusted Media Brands, Inc.</i> , No. 37-2020-00010762 (Cal. Super. Ct. Feb. 26, 2020)	CLRA; UCL	Plaintiff seeks a “public injunction for the benefit of the People of the State of California.” Compl. p. 11.
109	<i>Metrisin v. Advance Magazine</i>	CLRA UCL	Plaintiff seeks “a public injunction for the benefit of the People of

	<i>Publishers Inc.</i> , No. 37-2020-00009732 (Cal. Super. Ct. Feb. 21, 2020)		the State of California[.]” Compl. p. 10
110	<i>Pierce v. Safe Credit Union</i> , No. 34-2020-00275892 (Cal. Super. Ct. Feb. 20, 2020)	UCL	“A claim for injunctive relief under the UCL is brought by plaintiff acting in the capacity of a private attorney general.” Compl. ¶ 99; see also <i>id.</i> ¶ 105 (describing harms absent “public injunctive relief” under the UCL).
111	<i>Politi v. Ring LLC</i> , No. 20STCV06955 (Cal. Super. Ct. Feb. 19, 2020)	UCL	“Plaintiff[s] seek public injunctive relief for themselves and all others similarly situated.” Compl. ¶ 8.
112	<i>Turnier v. Bed Bath & Beyond Inc.</i> , 20CV00288 (S.D. Cal. Feb. 14, 2020)	CLRA; UCL	Plaintiff seeks “injunctive relief, including a public injunction for the benefit of the People of the State of California[.]” Compl. p. 15.

113	<i>Alaei v. Geico</i> , No. 20CV0262 (S.D. Cal. Feb. 11, 2020)	CLRA; UCL; FAL	“Plaintiff prays * * * for judgment as follows * * * [o]rdering Defendant to engage in a corrective advertising campaign and other public injunctive relief.” Compl. p. 21.
114	<i>Dixon v. Fast Auto Loans, Inc.</i> , No. 20STCV04632 (Cal. Super. Ct. Feb. 4, 2020)	UCL; FAL	“Plaintiff, individually and on behalf of the California general public” seeks “[a] public injunction sufficient to prevent Defendant from continuing to falsely advertise their Consumer Loan products in or from California.” Compl. p. 30.
115	<i>Suarez v. Protein Essentials, LLC</i> , No. 2:20-cv-00914 (C.D. Cal. Jan. 29, 2020)	FAL	“Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. p. 157
116	<i>Michalak v. Exeter Fin. LLC</i> , No. 20STCV03174 (Cal. Super. Ct.	UCL	“Plaintiff files this cause of action individually, and on behalf of the general public, to challenge and to remedy Defendants’ business practices. * * *

	Jan. 24, 2020)		Pursuant to Business and Professions Code § 17203, Plaintiff seeks an injunction.” Compl. ¶¶ 54, 61.
117	<i>Cardinal Invs. One, LLC v. Detail Garage, LLC</i> , No. 2:20-cv-00579 (C.D. Cal. Jan. 21, 2020)	UCL	“Plaintiffs seek relief for both themselves, * * * and for the general public, and to enforce an important right affecting the public interest, by having a preliminary and/or permanent injunction issued against Defendants[.]” Compl. ¶ 225.
118	<i>Liou v. Organifi, LLC</i> , 37-2019-00045968 (C.D. Cal. Jan. 17, 2020)	CLRA; UCL	“Plaintiff prays * * * [f]or an injunction against such conduct on behalf of the Class and for the benefit of the general public.” First Am. Compl. p. 39.
119	<i>Stack v. Progressive Select Ins. Co.</i> , No. 3:20-cv-00338 (N.D. Cal. Jan. 15, 2020)	CLRA; UCL	“Plaintiff brings this action * * * on behalf of the general public” (Compl. ¶ 100) and seeks “an order enjoining [Defendant] from further deceptive practices” (Compl. p. 39).

120	<i>Chong v. Hormel Foods Corp.</i> , No. 19-cv-10944 (C.D. Cal. Dec. 30, 2019)	CLRA; UCL; FAL	“Plaintiff seeks public injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public.” Compl. ¶¶ 41, 47, 54.
121	<i>Chong v. Nestle Waters N. Am., Inc.</i> , No. 19-cv-10901 (C.D. Cal. Dec. 27, 2019)	CLRA; UCL; FAL	“Plaintiff seeks public injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public.” Compl. ¶¶ 56, 62, 69.
122	<i>DeAnda v. DoorDash, Inc.</i> , No. 19-cv-08305 (N.D. Cal. Dec. 20, 2019)	CLRA; UCL; FAL	“Additionally, Plaintiff seeks all available injunctive relief, including public injunctive relief requiring DoorDash to promulgate corrective advertising advising the Class and general public about the change in DoorDash’s payment policy (to the extent its payment policy has changed) and enjoin DoorDash from reverting to its previous,

			misleading policy.” Compl. ¶¶ 54, 64, 71.
123	<i>Fausett v. Koi CBD, LLC</i> , No. 2:19-cv-10318 (C.D. Cal. Dec. 5, 2019)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the California Subclass, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 77.
124	<i>McCarthy v. Elixinol, LLC</i> , No. 5:19-cv-07948 (N.D. Cal. Dec. 4, 2019)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the California Subclass, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 64.
125	<i>Colette v. CV Sci., Inc.</i> , No. 2:19-cv-10227 (C.D. Cal. Dec. 3, 2019)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the California Subclass, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 64.
126	<i>Craig v. Corteva, Inc.</i> , No. 19-cv-07923 (N.D. Cal. Dec. 3, 2019)	UCL	“Named Plaintiffs, suing on behalf of themselves, the putative class members, and the general public, also seek restitution and injunctive relief under California law for Defendants’ unlawful,

			unfair, and fraudulent business practices which have deprived their employees of their rights under California labor laws and regulations, in order to reduce their payroll costs and increase profits, in violation of applicable laws.” Compl. ¶ 3.
127	<i>Georges v. Bank of America Corp.</i> , No. 8:19-cv-02329 (C.D. Cal. Dec. 3, 2019)	UCL	“Plaintiffs, individually, and on behalf of all California consumers, seek individual, representative, and public injunctive relief and any necessary order or judgments that will prevent Defendant from continuing with its unlawful business acts and practices as alleged herein.” Compl. ¶ 63.
128	<i>Davis v. CBDMD, Inc.</i> , No. 19-cv-10241 (C.D. Cal. Dec. 3, 2019)	CLRA FAL UCL	“Plaintiff, the California Subclass, and the general public are entitled to injunctive and equitable relief[.]” Comp. ¶ 63.

129	<i>Dekker v. Vivint Solar, Inc.</i> , No. 19-cv-07918 (N.D. Cal. Dec. 3, 2019)	CLRA UCL	Plaintiffs seek “public injunctive relief.” Compl. ¶ 12.
130	<i>Davis v. Green Roads of Florida, LLC</i> , No. 19-cv-10194 (C.D. Cal. Dec. 2, 2019)	CLRA FAL UCL	“Plaintiff, the California Subclass, and the general public are entitled to injunctive and equitable relief[.]” Comp. ¶ 67.
131	<i>McCarthy v. Charlotte’s Web Holdings, Inc.</i> , No. 5:19-cv-07836 (N.D. Cal. Nov. 30, 2019)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the California Sub-Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 59.
132	<i>Dasilva v. Infinite Product Co. LLC</i> , No. 2:19-cv-10148 (C.D. Cal. Nov. 27, 2019)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the California Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 75.

133	<i>Iturrios v. Hollywood Park Casino Co.</i> , No. 19STCV40971 (Cal. Super. Ct. Nov. 13, 2019)	UCL	“Plaintiff seeks injunctive relief on behalf of the general public, enjoining Defendants’ practices.” Compl. ¶ 34.
134	<i>Rosenberg v. Viking River Cruises, Inc.</i> , No. 2:19-cv-09691 (C.D. Cal. Nov. 12, 2019)	CLRA; UCL	Plaintiff seeks “public injunctive relief halting [Defendants’] unlawful conduct[.]” Compl. p. 14.
135	<i>Shanks v. Jarrow Formulas, Inc.</i> , No. 28-cv-09437 (C.D. Cal. Nov. 11, 2019)	CLRA; FAL; UCL	Plaintiff “brings this action on behalf of himself, all others similarly situated, and the general public, alleging violations of the California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 <i>et seq.</i> (‘CLRA’), Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 <i>et seq.</i> (‘UCL’), and False Advertising Law, <i>id.</i> §§ 17500 <i>et seq.</i> (‘FAL’).”

			Compl. ¶ 2.
136	<i>Connell v. Heartland Express, Inc.</i> , No. 19-cv-09584 (C.D. Cal. Nov. 7, 2019)	UCL	Seeking “on behalf of the general public * * * [a]n order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 <i>et seq.</i> ” Compl. pp. 21-22.
137	<i>Thomas v. Cricket Wireless, LLC</i> , No. 3:19-cv-07270 (N.D. Cal. Nov. 4, 2019)	UCL; FAL	“Plaintiffs individually seek public injunctive relief, under the False Advertising Law, to protect the general public from Cricket’s false and/or misleading advertisements and omissions.” Compl. ¶ 207; see also <i>id.</i> ¶ 237 (same with respect to the UCL).
138	<i>Raposo v. Gallaway</i> , No. 19SMCV01913 (Cal. Super. Ct. Oct. 29, 2019)	UCL	“Plaintiffs seek public injunctive relief to prevent Defendants from continuing with the unfair and unlawful business acts and practices.” Compl. ¶ 62.
139	<i>Ross v. AT&T Mobility, LLC</i> , No. 4:19-cv-	CLRA; UCL	“[Plaintiff] seeks injunctive and declaratory relief for AT&T’s violations of the UCL.

	06669 (N.D. Cal. Oct. 17, 2019)		[Plaintiff] seeks public injunctive relief against AT&T’s unfair and unlawful practices.” Compl. ¶ 143; see also <i>id.</i> ¶ 194 (seeking public injunctive relief under the CLRA).
140	<i>Shapiro v. AT&T Mobility, LLC</i> , No. 2:19-cv-08972 (C.D. Cal. Oct. 17, 2019)	UCL; FAL	Plaintiff seeks “public injunctive relief requiring cessation of Defendants’ acts and practices complained of herein pursuant to, inter alia, Cal. Bus. & Prof. Code § 17200, 47 U.S.C. § 401(b), and Cal. Civ Code § 1780[.]” Compl. p. 56.
141	<i>Espinoza v. Walmart, Inc.</i> , No. 19-cv-01972 (S.D. Cal. Oct. 11, 2019)	CLRA; UCL	“Plaintiff seeks public injunctive relief to benefit the general public directly by bringing an end to Defendants’ unfair business practices described herein, which threaten future injury to the general public.” Compl. ¶ 100.
142	<i>Colopy v. Uber Techs., Inc.</i> , No.	UCL	“The injunction that Plaintiff seeks is in the nature of a public injunction and is not

	19-cv-06462 (N.D. Cal. Oct. 8, 2019)		solely for the benefit of himself[.]” Compl. ¶ 46.
143	<i>Garcia v. Dedicated Fleet Sys., Inc.</i> , No. 19STCV34307 (Cal. Super. Ct. Sept. 27, 2019)	UCL	“[P]laintiff, on behalf of himself and all others similarly situated and on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Compl. pp. 15-16.
144	<i>Saldivar v. The Cookware Co.</i> , No. 19-cv-06014 (N.D. Cal. Sept. 25, 2019)	CLRA; UCL; FAL	“Plaintiff, on behalf of herself and all other similarly situated California consumers, and as appropriate, on behalf of the general public of the state of California, seeks injunctive relief prohibiting Defendant continuing these unlawful practices.” Compl. ¶ 114.
145	<i>Esquer v. StockX, LLC</i> , No. 19-cv-05933	UCL	In complaint brought on behalf of “members of the general public of the State of California”

	(N.D. Cal. Sept. 23, 2019)		(Compl. p. 1), Plaintiff seeks under the UCL “equitable relief in the form of public injunctive relief[.]” Compl. ¶ 13.
146	<i>Kramer v. Avis</i> , No. 3:19-cv-00421 (S.D. Cal. Sept. 17, 2019)	UCL	Plaintiff seeks “any and all injunctive relief the Court deems appropriate, including public injunctive relief as discussed by the California Supreme Court in <i>McGill v. Citibank, N.A.</i> , 393 P.3d 85 (Cal. 2017).” Third Am. Compl. p. 19.
147	<i>Cheng v. Road Am. Motor Club Inc.</i> , No. 3:19-cv-05781 (N.D. Cal. Sept. 13, 2019),	CLRA	Under CLRA claim, “[c]onsumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation’s unlawful business practices throughout the state on behalf of the general public.” Compl. ¶ 141.
148	<i>McRay v. Uber Techs., Inc.</i> , No. 19-cv-	UCL	“The injunction that Plaintiff seeks is in the nature of a public injunction and is not solely for the benefit of

	05723 (N.D. Cal. Sept. 11, 2019)		himself[.]” Compl. ¶ 46.
149	<i>Lopez v. ECO Tech., Inc.</i> , No. 19STCV32269 (Cal. Super. Ct. Sept. 11, 2019)	UCL	“Plaintiffs seek a public injunction ordering Ygrene and Eco to immediately cease the unlawful and unfair acts and practices alleged herein.” Compl. ¶ 130.
150	<i>Fonseca v. Hewlett-Packard Co.</i> , No. 3:19-cv-01748 (S.D. Cal. Sept. 11, 2019)	UCL	“Plaintiff seeks, on his own behalf, and on behalf of the other members of the Plaintiff Classes and on behalf of the general public, equitable and injunctive relief[.]” Compl. ¶ 175.
151	<i>Arnold v. Hearst Magazine Media, Inc.</i> , No. 2019-00047733 (Cal. Super. Ct. Sept. 10, 2019)	CLRA; UCL	Plaintiffs seeks “a public injunction for the benefit of the People of the State of California.” Compl. p. 18.
152	<i>Dougherty v. TitleMax of Cal.</i> ,	UCL; CLRA	“Plaintiff seeks public injunctive relief to benefit the general

	<i>Inc.</i> , No. 19-cv-01709 (C.D. Cal. Sept. 6, 2019)		public directly by bringing an end to Defendant TitleMax’s unlawful business practices which threaten future injury to the general public.” Compl. ¶¶ 49, 59.
153	<i>Harper v. Charter Communications, LLC et al</i> , No. 2:19-cv-01749 (E.D. Cal. Sept. 4, 2019)	UCL	Plaintiff “seeks individual and public injunctive and declaratory relief that compels [Defendants] to stop their unlawful and unfair practices[.]” Compl. ¶ 66.
154	<i>Broome v. CRST Expedited, Inc.</i> , No. 19-cv-07664 (C.D. Cal. Sept. 4, 2019)	UCL	Seeking “on behalf of the general public * * * [a]n order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 <i>et seq.</i> ” Compl. pp. 18-19.
155	<i>Perks v. Activehours, Inc.</i> , No. 5:19-cv-05543 (N.D. Cal. Sept. 3, 2019)	CLRA; UCL	“ Plaintiffs seek * * * an injunction on behalf of the general public to prevent [Defendant] from continuing to engage in its illegal practices as described herein.” Compl. ¶ 16.

156	<i>Pridgen v. Church and Dwight Co., Inc.</i> , No. 8:19-cv-01683 (C.D. Cal. Sept. 3, 2019)	UCL	“As a result [of Defendant’s UCL violations], Plaintiff, the Subclass, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 111.
157	<i>Berke v. Whole Foods Market, Inc.</i> , No. 2:19-cv-07471 (C.D. Cal. Aug. 28, 2019)	UCL	“Plaintiffs, on behalf of themselves, all others similarly situated, and [the] general public, seek declaratory relief and an injunction prohibiting Whole Foods from continuing such practices.” Compl. ¶ 67
158	<i>Javitch v. Web Listing Experts, LLC</i> , No. 19-cv-05419 (N.D. Cal. Aug. 28, 2019)	CLRA	“Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation’s unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief.” Compl. ¶¶ 38-39.
159	<i>Bailey v. Blue Apron, LLC</i> , No. 18-cv-	UCL	“Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to

	07000 (N.D. Cal. Aug. 22, 2019)		prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to BLUE APRON and/or DOES unlawful acts and practices.” Am. Compl. ¶ 131.
160	<i>Ball v. The Local Pub & Grill, Inc.</i> , No. 19STCV29550 (Cal. Super. Ct. Aug. 19, 2019)	UCL	“Pursuant to [the UCL], Plaintiff is entitled to, and hereby seeks * * * a permanent and public injunction prohibiting Defendants from engaging in the acts complained of in the operative Complaint.” Compl. ¶ 143.
161	<i>Gutierrez v. Hope Harvesting, LLC</i> , No. 2:19-cv-07077 (C.D. Cal. Aug. 14, 2019)	UCL	“Plaintiff[] seeks to obtain injunctive relief to enforce important rights affecting the public interest.” Compl. ¶ 223.

162	<i>Escudero v. CarMax Superstores California, LLC</i> , No. 19STCV28572 (Cal. Super. Ct. Aug. 13, 2019)	UCL; FAL	“Plaintiff asserts these claims under the [UCL] as Plaintiff is a representative of an aggrieved group and as a private attorney general on behalf of the general public.” Compl. ¶ 109; see also <i>id.</i> ¶ 132 (seeking injunctive relief under the UCL).
163	<i>Fonseca v. Hewlett-Packard Co.</i> , No. 37-2017-00045630-CU-WT-CTL (Cal. Super. Ct. Aug. 12, 2019)	UCL	“Plaintiff seeks, on his own behalf and on behalf of the other members of the Plaintiff Classes and on behalf of the general public, equitable and injunctive relief.” Compl. ¶ 175.
164	<i>Guzman v. Polaris Industries, Inc.</i> , No. 8:19-cv-01543 (C.D. Cal. Aug. 8, 2019)	CLRA; UCL; FAL	Plaintiff seeks “injunctive relief, including public injunctive relief[.]” Compl. p. 39.
165	<i>Fernandez v. Debt Assistance Network, LLC</i> , No.	UCL; CLRA	“Plaintiffs and the general public are also entitled to and do seek injunctive relief prohibiting such conduct

	19-cv-01442 (S.D. Cal. Aug. 1, 2019)		in the future and to recover money damages.” Compl. ¶ 105.
166	<i>Moreno v. Disney Interactive Studios, Inc.</i> , No. 2019-00039785 (Cal. Super. Ct. July 30, 2019)	CLRA; UCL	Plaintiffs seek “injunctive relief, including a public injunction for the benefit of the People of the State of California.” Compl. p. 22.
167	<i>St. Hill v. Centrelake Medical Group, Inc.</i> , No. 5:19-cv-01391 (C.D. Cal. July 26, 2019)	UCL	“Plaintiff, therefore, on behalf of herself, Class members, and the general public, also seeks restitution and an injunction prohibiting Defendant from continuing such wrongful conduct * * * as well as all other relief the Court deems appropriate, consistent with Cal. Bus. & Prof. Code § 17203.” Compl. ¶ 58.
168	<i>Arellano v. Mead Johnson Nutrition Co.</i> , No. 19-cv-06462	CLRA	“Plaintiff seeks injunctive relief under the CLRA to prohibit the unlawful acts alleged herein, which threaten

	(C.D. Cal. July 25, 2019)		ongoing and future injury to the general public.” Compl. ¶ 53.
169	<i>Dicarlo v. MoneyLion, Inc.</i> , No. 5:19-cv-01374 (C.D. Cal. July 25, 2019)	CLRA; UCL	Plaintiff seeks “injunctive relief, including public injunctive relief[.]” Compl. pp. 36-37.
170	<i>Barba v. Old Navy, LLC</i> , No. CGC19577 743 (Cal. Super. Ct. July 18, 2019)	CLRA; FAL; UCL	“Plaintiffs each individually seek public injunctive relief, under the [CLRA, FAL and UCL], to protect the general public from Old Navy’s false advertisements and omissions.” Compl. ¶¶ 136, 154, 174.
171	<i>Scott v. AT&T Inc.</i> , No. 3:19-cv-04063 (N.D. Cal. July 16, 2019)	CLRA; UCL	Plaintiff seeks “public injunctive relief requiring cessation of Defendants’ acts and practices complained of herein pursuant to, inter alia, Cal. Bus. & Prof. Code § 17200, 47 U.S.C. § 401(b), and Cal. Civ Code § 1780[.]” First Am. Compl. p. 79.
172	<i>Bejune v. CashCall, Inc.</i> , No.	UCL; CLRA	“Plaintiff seeks public injunctive relief to benefit the general

	19-cv-01373 (C.D. Cal. July 15, 2019)		public directly by bringing an end to Defendant’s unlawful business practices that are currently causing damages and continue to threaten future injury to the general public.” Compl. ¶ 88.
173	<i>Cook v. Transport Corp. of Am., Inc.</i> , No. 19-cv-01202 (C.D. Cal. June 28, 2019)	UCL	Seeking “on behalf of the general public * * * [a]n order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 <i>et seq.</i> ” Compl pp. 20-21.
174	<i>Simon v. Williams-Sonoma, Inc.</i> , No. CGC19576 923 (Cal. Super. Ct. June 24, 2019)	CLRA; FAL; UCL	“Plaintiff individually seeks public injunctive relief, under the [FAL, CLRA, and UCL], to protect the general public from Williams-Sonoma’s false reference price advertising.” Compl. ¶¶ 99, 117, 134.
175	<i>Snarr v. HRB Tax Group, Inc.</i> , No. 3:19-cv-	CLRA; UCL; FAL;	“This action is not subject to arbitration because it seeks public injunctive and declaratory relief, under

	03610 (N.D. Cal. June 21, 2019)		<i>McGill</i> , to prohibit Defendants from continuing their deceptive and unfair practices and to protect the general public from the threat of future injury.” Compl. ¶ 22.
176	<i>Vianu v. AT&T Mobility, Inc.</i> , No. 19-cv-03602 (N.D. Cal. June 20, 2019)	CLRA; UCL; FAL	“Plaintiffs, by this action, seek a public injunction to enjoin AT&T from its false advertising practice and to require AT&T to disclose to the consuming public, in advance, the true costs consumers will pay for its wireless services.” Compl. ¶ 10.
177	<i>Javitch v. Taylor</i> , No. 19-cv-03417 (N.D. Cal. June 14, 2019)	CLRA	“Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation’s unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief under Cal. Civ. Code §1780(a).” Compl. ¶¶ 56-57.

178	<i>Tamboura v. Singer</i> , No. 19-cv-03411 (N.D. Cal. June 14, 2019)	UCL	“Plaintiffs and the general public, including the individual applicant’s [sic] and their parents are entitled to a public injunction, under California Business and Professions Code § 17203, 17204” to stop Defendants’ wrongful acts. Compl. ¶ 553.
179	<i>DeMarco v. Quest Diagnostics Inc.</i> , No. 2:19-cv-05071 (C.D. Cal. June 11, 2019)	UCL	“Plaintiff, therefore, on behalf of himself, Class members, and the general public, also seeks restitution and an injunction prohibiting Defendants from continuing such wrongful conduct[.]” Compl. ¶ 104.
180	<i>Mitchell v. The Taunton Press, Inc.</i> , No. 2019-00029474 (Cal. Super. Ct. June 10, 2019)	CLRA; UCL	“[F]or the benefit of the general public of the State of California, Plaintiff seeks an injunction prohibiting Defendants from continuing their unlawful practices as alleged herein.” Compl. ¶¶ 40, 48.
181	<i>Lippitt v. Nationstar Mortgage</i> ,	CLRA; UCL	“Plaintiff prays for * * * [a]n order * * * for both Plaintiff, the

	<i>LLC</i> , No. 8:19-cv-01115 (C.D. Cal. June 5, 2019)		Class and the general public in the form of: (a) declaratory relief * * * (b) an order of injunctive relieve[.]” Compl. p. 23.
182	<i>Bochenek v. M2 Media Group, LLC</i> , No. 27-2019-000255688 (Cal. Super. Ct. June 3, 2019)	CLRA; UCL	Plaintiff seeks a “public injunction for the benefit of the People of the State of California.” First Am. Compl. p. 15.
183	<i>Javitch v. Major League Capital, LLC</i> , No. 19-cv-03041 (N.D. Cal. June 2, 2019)	CLRA	“Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation’s unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief.” Compl. ¶¶ 75-76.
184	<i>Kaufman v. Verizon Commc’ns, Inc.</i> , No. RG1902147	UCL	Plaintiff seeks “public injunctive and restitutionary relief against Verizon for both Classes for violation of the

	4 (Cal. Super. Ct. May 31, 2019)		Unfair Business Practice Act.” Compl. p. 18.
185	<i>Olosoni v. H&R Block, Inc.</i> , No. CGC-19-576093 (Cal. Super. Ct. May 17, 2019)	UCL; FAL; CRLA	“Plaintiffs, on behalf of themselves, the Classes, and the general public, requests [sic] * * * [a] public injunction temporarily and permanently enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint.” Compl. p. 50.
186	<i>Madrid v. Lazer Spot, Inc.</i> , No. 1:19-cv-00669 (E.D. Cal. May 15, 2019)	UCL	Under UCL claim, “Plaintiff seeks injunctive relief as necessary to protect himself and the general public[.]” Compl. ¶ 101.
187	<i>Bindman v. MH Sub I, LLC</i> , No. 3:19-cv-02614 (N.D. Cal. May 14, 2019)	UCL; CRLA	“Plaintiff, on behalf of himself and all similarly situated persons, and in the public interest, brings this action seeking, among other things, injunctive relief, monetary damages, restitution, and

			costs and attorneys' fees." Compl. ¶1.
188	<i>Gardner v. Starkist Co.</i> , No. 3:19-cv-02561 (N.D. Cal. May 13, 2019)	CLRA; UCL	"The California Plaintiffs, on behalf of themselves all other similarly situated members of the California-Only Class, and the general public, seek declaratory relief and an injunction prohibiting Defendant from continuing such practices[.]" Compl. ¶ 195.
189	<i>Myers v. Nestle Purina Petcare Co.</i> , No. 5:19-cv-00898 (C.D. Cal. May 13, 2019)	UCL	"Plaintiff Myers, on behalf of herself, all others similarly situated, and the general public, seek[s] declaratory relief and an injunction prohibiting Defendant from continuing such practices[.]" Compl. ¶ 94.
190	<i>Duggan v. Bumble Bee Foods LLC</i> , No. 19-cv-02564 (N.D. Cal. May 13, 2019)	CLRA UCL	"Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, seek declaratory relief and an injunction prohibiting Defendant from continuing such practices[.]" Compl. ¶ 120.

191	<i>Duggan v. Tri-Union Seafoods LLC</i> , No. 19-cv-02564 (N.D. Cal. May 13, 2019)	CLRA UCL	“Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, seek declaratory relief and an injunction prohibiting Defendant from continuing such practices[.]” Compl. ¶ 114.
192	<i>Perez v. Nissan Auto. of Mission Hills, Inc.</i> , No. 19STCV15690 (Cal. Super. Ct. May 6, 2019)	UCL	“Plaintiff asserts these claims under the ‘fraudulent,’ ‘unlawful,’ and ‘unfair’ prongs of the [UCL] as she is a representative of an aggrieved group and as a private attorney general on behalf of the general public. * * * Plaintiff seeks an order of this Court enjoining defendants from continuing to engage in unlawful and unfair business practices, and any other act prohibited by the UCL.” Compl. ¶¶ 108, 109, 131.
193	<i>Lytle v. Nutramax Laboratories, Inc.</i> , No. 5:19-cv-	FAL	“As a result [of Defendant’s violations of the FAL], Plaintiffs, the Class, and the general public are entitled

	00835 (C.D. Cal. May 3, 2019)		to injunctive and equitable relief[.]” Compl. ¶ 167.
194	<i>Macklin v. Intuit, Inc.</i> , No. 19CV34720 8 (Cal. Super. Ct. May 1, 2019)	FAL	“Plaintiffs seek, on behalf of themselves and the general public, an injunction to prohibit Defendant from continuing to engage in the false, misleading and deceptive advertising and marketing practices complained of herein.” Compl. ¶ 124.
195	<i>Frank Capaci v. Sports Research Corp.</i> , No. 2:19-cv-03440 (C.D. Cal. Apr. 26, 2019)	CLRA; UCL; FAL	“Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 118.
196	<i>Cappello v. Walmart Inc.</i> , No. 3:18-cv-06678 (N.D. Cal. Apr. 25, 2019)	UCL	“Plaintiffs pray for * * * public injunctive relief under the UCL[.]” First Am. Compl. p. 14.

197	<i>Dominguez v. Nissan N. America, Inc.</i> , No. 19STCV14 157 (Cal. Super. Ct. Apr. 23, 2019)	UCL	“Plaintiff is entitled to a public injunction under [the UCL].” Compl. ¶ 159.
198	<i>Carias v. Pointdirect Transp., Inc.</i> , Docket No. 19STCV14 294 (Cal. Super. Ct. Apr. 23, 2019)	UCL	“Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Compl. p. 21.
199	<i>Yeh v. Sinenia Inc.</i> , No. 4:19-cv-02145 (N.D. Cal. Apr. 19, 2019)	CLRA; UCL; FAL	Plaintiffs request “any and all injunctive relief, including public injunctive relief.” Compl. p. 30.
200	<i>King v. Consumer Portfolio Servs., Inc.</i> , No. 19STCV12 769 (Cal.	UCL	“Pursuant to Business and Professions Code § 17203, Plaintiff seeks a public injunction restraining defendants from engaging in the above described acts

	Super. Ct. Apr. 12, 2019)		and practices.” Compl. ¶ 28.
201	<i>Trevino v. Smashburger IP Holder LLC</i> , No. 19-cv-02794 (C.D. Cal. Apr. 11, 2019)	FAL	“Plaintiff, on behalf of herself and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek restitution and injunctive relief to prohibit Smashburger from continuing the unfair, unlawful, and fraudulent practices alleged herein, and any other relief deemed proper by the Court.” Compl. ¶ 61.
202	<i>Calderon v. Kate Spade & Co., LLC</i> , No. 19-cv-00674 (S.D. Cal. Apr. 11, 2019)	FAL	“Plaintiff, on behalf of herself and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek restitution and injunctive relief to prohibit Defendant from continuing the unfair, unlawful, and fraudulent practices alleged herein, and any other relief deemed proper by the Court.” Compl. ¶ 57.

203	<i>Gomez v. CCAP Auto Lease Ltd.</i> , No. 19STCV12 004 (Cal. Super. Ct. Apr. 8, 2019)	UCL	“Pursuant to Business and Professions Code § 17203, plaintiff seeks a public injunction enjoining defendants from engaging in such acts and practices as hereinabove alleged.” Compl. ¶ 30.
204	<i>Jane Doe No. 1 v. UBER Techs., Inc.</i> , No. 19STCV11 874 (Cal. Super. Ct. Apr. 5, 2019)	UCL	“[O]n behalf of the members of the general public, Plaintiffs seek injunctive relief, restitution of all unlawfully withheld funds, and the disgorgement of all unlawfully earned profits obtained by Uber Defendants as a result of Uber Defendants’ alleged acts and/or omissions as described in this Complaint.” Compl. ¶ 121.
205	<i>Rodriguez v. Nissan N. America, Inc.</i> , No. 19STCV11 119 (Cal. Super. Ct. Apr. 2, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 172.

206	<i>Andrade-Heymsfield v. Danone U.S., Inc.</i> , No. 3:19-cv-00589 (S.D. Cal. Mar. 29, 2019)	FAL	“As a result, Plaintiff, and the Class, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 175.
207	<i>Murphy v. Twitter, Inc.</i> , No. CGC19573 712 (Cal. Super. Ct. Mar. 28, 2019)	UCL	“Murphy, on behalf of herself, those similarly-situated, and the general public, therefore seeks injunctive relief to remedy Twitter’s unlawful conduct, and prevent its repetition.” Compl. ¶ 144.
208	<i>Marshall v. Danone U.S., Inc.</i> , No. 3:19-cv-01332 (N.D. Cal. Mar. 12, 2019)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 134.
209	<i>Zou v. Market America, Inc.</i> , No. 5:19-cv-01282 (N.D. Cal. Mar. 8, 2019)	UCL; FAL	“Plaintiffs seek * * * public injunctive relief[.]” Compl. ¶ 162.
210	<i>De Jesus v. Renew Fin.</i>	UCL	“Pursuant to Business and Professions Code §

	<i>Corp. II</i> , No. 19-CECG-00867 (Cal. Super. Ct. Mar. 8, 2019)		17203, Plaintiffs seek a public injunction.” Compl. ¶ 15.
211	<i>Grausz v. The Kroger Co.</i> , No. 3:19-cv-00449 (S.D. Cal. Mar. 6, 2019)	CLRA; UCL; FAL	“Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 237.
212	<i>Andrade-Heymsfield v. The Hain Celestial Group, Inc.</i> , No. 3:19-cv-00433 (S.D. Cal. Mar. 5, 2019)	UCL; FAL	“As a result, Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 246.
213	<i>Funkhouser v. DAC FF 91, INC. et al</i> , No. 3:19-cv-01197 (N.D. Cal. Mar. 4, 2019)	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief prohibiting Defendants from engaging in the violations and other misconduct referred to above.” Compl. ¶ 92.

214	<i>Rivas v. Nissan N. America, Inc.</i> , No. 19STCV07 171 (Cal. Super. Ct. Mar. 1, 2019)	UCL; FAL	“Plaintiff is entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 172; see also <i>id.</i> ¶ 162 (similarly seeking public injunctive relief under the UCL).
215	<i>Borchenko v. L’Oreal USA Inc.</i> , No. 2:19-cv-01427 (C.D. Cal. Feb. 26, 2019)	UCL	“Plaintiff also seeks, on behalf of herself, [and] the public at large, declaratory relief and an injunction to enjoin and prevent Defendant from engaging in the acts described, and all other relief this Court deems appropriate, consistent with Business & Professions Code § 17203.” Compl. ¶ 53.
216	<i>Hernandez Jr. v. Nissan N. America, Inc.</i> , No. 19STCV05 737 (Cal. Super. Ct. Feb. 15, 2019)	FAL	“Plaintiff is entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶¶ 148, 159, 167.
217	<i>Lucero v. Nissan N.</i>	FAL	“Plaintiffs are entitled to a public injunction

	<i>America, Inc.</i> , No. 19STCV05 729 (Cal. Super. Ct. Feb. 15, 2019)		under Business and Professions Code section 17535.” Compl. ¶ 166.
218	<i>Gallegos v. Nissan N. America, Inc.</i> , No. 19STCV05 119 (Cal. Super. Ct. Feb. 15, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 176.
219	<i>Porter v. Nissan N. America, Inc.</i> , No. 19STCV05 296 (Cal. Super. Ct. Feb. 15, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 185.
220	<i>Sandoval v. Nissan N. America, Inc.</i> , No. 19STCV04 984 (Cal. Super. Ct. Feb. 13, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 163.

221	<i>Munive v. Nissan N. America, Inc.</i> , No. 19STCV04 970 (Cal. Super. Ct. Feb. 13, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 194.
222	<i>Guzman v. Nissan N. America, Inc.</i> , No. 19STCV04 943 (Cal. Super. Ct. Feb. 13, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 177.
223	<i>Estrada v. Nissan N. America, Inc.</i> , No. 19STCV04 786 (Cal. Super. Ct. Feb. 13, 2019)	FAL	“Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535.” Compl. ¶ 176.
224	<i>Javitch v. Lifestyle Design Int’l, LLC</i> , No. 19-cv-00470 (N.D. Cal.	CLRA	“Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation’s unlawful business practices throughout the state

	Jan. 27, 2019)		on behalf of the general public. * * * Plaintiff is entitled to injunctive relief under Cal. Civ. Code § 1780(a).” Compl. ¶¶ 46-47.
225	<i>Testone v. Barleans Organic Oils, LLC</i> , No. 3:19-cv-00169 (S.D. Cal. Jan. 24, 2019)	CLRA; UCL; FAL	Alleging in complaint brought on behalf of the general public that “[a]s a result [of Defendant’s FAL violations], Plaintiffs, the Class, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 184; see also <i>id.</i> ¶ 193 (seeking injunctive relief under the CLRA); <i>id.</i> ¶ 175 (seeking injunctive relief under the UCL).
226	<i>Javitch v. American Stimulus Funding Corp.</i> , No. 19-cv-00354 (N.D. Cal. Jan. 22, 2019)	CLRA	“Consumers who suffer damage due to a corporation’s unlawful business practice may bring an action to enjoin the practice throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief under Cal. Civ. Code §

			1780(a).” Compl. ¶¶ 36-37.
227	<i>Rhyner v. Stanford Health Care</i> , No. 19CV341248 (Cal. Super. Ct. Jan. 18, 2019)	UCL	“The Plaintiff for herself and on behalf of the general public, and all others similarly situated, brings an action for monetary damages for failure to pay wages as well as for injunctive relief, declaratory relief and restitution for Defendant’s violations of [the UCL].” Compl. ¶ 1.
228	<i>Eiess v. USAA Fed. Savings Bank</i> , No. 19-cv-00108 (N.D. Cal. Jan. 8, 2019)	UCL; CLRA	“Plaintiff brings this action on behalf of herself and a class of all similarly situated consumers, and the general public with respect to injunctive relief, against Defendant.” Compl. ¶ 1.
229	<i>Community Tenants’ Ass’n v. Valstock Mgmt. Co.</i> , No. CGC-18-566208 (Cal. Super. Ct. Jan. 1, 2019)	UCL	“Plaintiffs pray for relief against Defendants as follows: * * * For public injunctive relief pursuant to Business & Professions Code Section 17203 and under this Court’s equitable power to award such

97a

			relief." Am. Compl. p. 45.
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Case		Statute(s)	Request for Public Injunctive Relief
230	<i>Yeomans v. World Fin. Grp. Ins. Agency, Inc.</i> , No. CGC18572 397 (Cal. Super. Ct. Dec. 28, 2018)	UCL	“Plaintiffs also seek injunctive relief and on behalf of the general public, to prohibit Defendants from continuing to engage in the unlawful, deceptive, and unfair business practices complained of herein.” Compl. ¶ 163.
231	<i>Ortega v. Watkins and Shepard Trucking, Inc.</i> , No. 18-cv-02414 (C.D. Cal. Dec. 20, 2018)	UCL	“Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendants’] unlawful acts and practices.” Am. Compl. ¶ 169.

232	<i>DeMarco v. Marriott Int'l, Inc.</i> , No. 2:18-cv-10490 (C.D. Cal. Dec. 18, 2018)	UCL	“Plaintiffs, therefore, on behalf of themselves, Class members, and the general public, [] seeks restitution and an injunction prohibiting [Defendant] from continuing such wrongful conduct [under the UCL].” Compl. ¶ 118.
233	<i>Abdeljabbar v. Lyft Inc.</i> , No. 18-cv-07482 (N.D. Cal. Dec. 12, 2018)	UCL	“Plaintiffs seek a public injunction on behalf of all Lyft drivers in California.” Compl. ¶ 82.
234	<i>Kien v. Kellogg Co.</i> , No. 3:18-cv-02759 (S.D. Cal. Dec. 7, 2018)	UCL	“Plaintiff, on behalf of himself, all others similarly situated, and the general public, seeks declaratory relief and an injunction prohibiting Defendant from continuing such practices.” Compl. ¶ 42.
235	<i>Cohen v. MY-LIFE.COM, Inc.</i> , No. 2018-00060911	UCL	“Plaintiff and members of the general public have suffered injury in fact and have lost money as a result of Defendant’s unfair competition and are

	(Cal. Super. Ct. Dec. 3, 2018)		herefore entitled to injunctive relief available under [the UCL].” Compl. ¶ 44.
236	<i>Sherman v. Schneider Nat’l Carriers, Inc.</i> , No. 18-cv-08609 (C.D. Cal. Nov. 2, 2018)	UCL	“Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damages, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed.” Am. Compl. ¶ 157.
237	<i>Moses v. Wells Fargo Bank, N.A.</i> , No. 18-cv-06679 (N.D. Cal. Nov. 2, 2018)	UCL	“Plaintiff, on behalf of herself and all others similarly situated and also on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices.” Compl. p. 10.
238	<i>Chute v. Lyft, Inc.</i> , No. CGC18571063 (Cal.	UCL	“Plaintiff brings this action for a public injunction to halt Lyft’s ongoing violations of

	Super. Ct. Nov. 1, 2018)		the California Labor Code.” Compl. ¶ 1.
239	<i>Whitson v. Lyft, Inc.</i> , No. 3:18-cv-06539 (N.D. Cal. Oct. 26, 2018)	UCL	“The unfair business practices set forth above have and continue to injure Plaintiff and the general public[.] * * * As a result, Plaintiff and the general public are entitled to restitution and an injunction.” Compl. ¶ 87.
240	<i>Steckler v. Pepsico, Inc.</i> , No. 2:18-cv-09211 (C.D. Cal. Oct. 26, 2018)	UCL	“Plaintiff, on behalf of himself, all others similarly situated, and the general public, seeks declaratory relief and an injunction prohibiting Defendants from continuing such practices[.]” Compl. ¶ 43.
241	<i>Rubio v. Orgain, Inc.</i> , No. 18-cv-02237 (C.D. Cal. Oct. 19, 2018)	CLRA	“Plaintiffs, on behalf of themselves and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek injunctive relief.” Compl. ¶ 49.
242	<i>Dickey v. Ticketmaster LLC</i> , No. 2:18-cv-	CLRA; UCL; FAL	“As a result, Plaintiffs, the Class, and the general public are entitled

	09052 (C.D. Cal. Oct. 19, 2018)		to injunctive and equitable relief.” Compl. ¶ 167.
243	<i>Jacinto v. Autoland LLC</i> , No. 2018-00052427 (Cal. Super. Ct. Oct. 16, 2018)	CLRA; UCL	As a fourth cause of action, Plaintiff seeks “Public Injunctive Relief” for “unlawful, unfair, and fraudulent practice[s].” Compl. ¶¶ 31-37.
244	<i>Madison v. Vital Pharms., Inc.</i> , No. 4:18-cv-06300 (N.D. Cal. Oct. 15, 2018)	FAL	“As a result [of alleged FAL violations], Plaintiff, the California Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 74.
245	<i>Espinoza v. Big 5 Corp.</i> , No. RG1892434 1 (Cal. Super. Ct. Oct. 12, 2018)	UCL	“Pursuant to the UCL, Plaintiff, Class Members, and the general public, are entitled to injunctive relief against Defendants ongoing * * * unlawful business practices.” Compl. ¶ 63.
246	<i>Sheahan v. State Farm General Ins. Co.</i> , No. 3:18-cv-	UCL	“California Business & Professions Code § 17204 permits individuals, such as Plain-

	06186 (N.D. Cal. Oct. 9, 2018)		tiffs, to institute an action on behalf of the general public to obtain injunctive and restitutionary relief against persons and entities that engage in unfair business practices and/or unfair competition.” Compl. ¶ 159.
247	<i>Salyer v. Hotel Tonight</i> , No. 3:18-cv-06129 (N.D. Cal. Oct. 5, 2018)	CLRA; UCL; FAL	“Plaintiff brings this action on behalf of the general public to prevent [Defendant] from continuing to [act] deceptively” (Compl. ¶ 7) and seeks injunctive relief under the UCL (<i>id.</i> ¶ 48), CLRA (<i>id.</i> ¶ 58), and FAL (<i>id.</i> ¶ 76).
248	<i>Chadwick v. Landmark Pavers Inc.</i> , No. 30-2018-01023051 (Cal. Super. Ct. Oct. 4, 2018)	UCL	“[O]n behalf of CHADWICK and all Affected Members of the General Public” the Fifth Cause of Action seeks “Restitution and Injunctive Relief (Violation of Business and Professions Code § 17200, <i>et seq.</i>)” Compl. p. 7 (emphasis omitted).

249	<i>Morris v. Motts LLP</i> , No. 8:18-cv-01799 (C.D. Cal. Oct. 4, 2018)	FAL	“As a result, Plaintiff and the Class, and the general public, are entitled to injunctive and equitable relief[.]” Compl. ¶ 151.
250	<i>Brown v. Starbucks Corporation</i> , No. 3:18-cv-02286 (S.D. Cal. Oct. 3, 2018)	UCL; FAL; CLRA	“As a result, Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 187.
251	<i>De Leon v. Axlehire, Inc.</i> , No. 2:18-cv-08500 (C.D. Cal. Oct. 3, 2018)	UCL	“Plaintiffs, the class members, and the general public are also entitled to permanent injunctive and declaratory relief prohibiting Defendants from engaging in the violations and other misconduct [alleged under the UCL].” Compl. ¶ 145.
252	<i>Albion v. The Kraft Heinz Co.</i> , No. 5:18-cv-02101 (C.D. Cal. Oct. 2, 2018)	CLRA; UCL; FAL	“Plaintiff, on behalf of herself, all others similarly situated in California, and the general public, pray[s] for judgment against Defendant as follows * * * [a]n order enjoining Defendant’s deceptive

			and unfair practices.” Compl. pp 28-29.
253	<i>Foreman v. Credit One Bank, N.A.</i> , No. 5:18-cv-05944 (N.D. Cal. Sept. 27, 2018)	UCL	“Plaintiff seeks an injunction [under the UCL] on behalf of the general public to prevent [Defendant] from continuing to engage in its illegal and deceptive practices[.]” Compl. ¶ 9.
254	<i>Young v. Neurobrands, LLC</i> , No. 4:18-cv-05907 (N.D. Cal. Sept. 26, 2018)	CLRA; UCL; FAL	“Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, pray for judgment against Defendant as follows * * * [a]n order enjoining Defendant’s deceptive and unfair practices.” Compl. pp. 24-25.
255	<i>Levin v. Stremick’s Heritage Foods</i> , No. 18-cv-01748 (C.D. Cal. Sept. 26, 2018)	CLRA FAL UCL	“Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.” Compl. ¶ 211.
256	<i>Kendig v. Exxonmobil Oil Corp.</i> ,	UCL	“Named Plaintiffs, suing on behalf of themselves, the putative

	No. BC722119 (Cal. Super. Ct. Sept. 18, 2018)		class members, and the general public, also seek restitution and injunctive relief under California law for Defendants' unlawful, unfair, and fraudulent business practices which have deprived its employees of their rights under California labor laws and regulations." Compl. ¶ 3.
257	<i>Foster v. A-Para Transit Corp.</i> , Docket No. RG1892098 5 (Cal. Super. Ct. Sept. 18, 2018)	UCL	In Complaint brought by Plaintiff "on behalf of himself, all others similarly situated, and on behalf of the general public," Plaintiff seeks "[t]hat defendants further be enjoined to cease and desist from unfair competition in violation of [the UCL]." Compl. pp. 1, 34-35.
258	<i>Mendez de Correa v. Mossy Nissan, Inc.</i> , No. 2018-00046741 (Cal. Super. Ct.	CLRA; UCL	Alleging in Fifth Cause of Action seeking "Public Injunctive Relief" that "[t]he Court should enjoin the defendant to ensure compliance with the CLRA, UCL, and ASFA, as well as

	Sept. 14, 2018)		ent[er] an order requiring defendant to immediately cease the wrongful conduct.” Am. Compl. ¶ 49.
259	<i>Paracha v. General Mills, Inc.</i> , No. 2:18-cv-07659 (C.D. Cal. Aug. 31, 2018)	UCL	“Plaintiff, on behalf of herself, all others similarly situated, and the general public, seeks declaratory relief and an injunction prohibiting Defendant from continuing such practices[.]” Compl. ¶ 42.
260	<i>Guido v. Strategic Funding Source, Inc.</i> , No. 3:18-cv-01995 (S.D. Cal. Aug. 27, 2018)	UCL	“Plaintiff prays for * * * [p]ublic injunctive relief through the role as a Private Attorney General prohibiting Defendant Speedy Cash from future violations of the aforementioned unlawful and unfair practices, pursuant to Cal. Bus. & Prof. Code §§ 17204[.]” Compl. p. 12.
261	<i>Wing v. Rockport Administrative Services, LLC</i> , No. BC719077	UCL	In Complaint brought by Plaintiff “on behalf of herself, all others similarly situated, and on behalf of the general public,” Plaintiff seeks “[t]hat Defendant further be enjoined

	(Cal. Super. Ct. Aug. 22, 2018)		to cease and desist from unfair competition in violation of [the UCL].” Compl. pp. 1, 30-31.
262	<i>Norton v. LVNV Funding, LLC</i> , No. 4:18-cv-05051 (N.D. Cal. Aug. 17, 2018)	UCL	Under UCL claim, “[c]lass members and the general public are entitled to injunctive relief[.]” Compl. ¶ 69.
263	<i>Wong v. Chart Indust., Inc.</i> , No. 4:18-cv-04839 (N.D. Cal. Aug. 9, 2018)	UCL; FAL	In action seeking injunctive relief, Plaintiff “bring[s] individual claims for declaratory and injunctive relief as representative of the public at large.” Comp. ¶ 26.
264	<i>Halie Bloom et al v. ACT, Inc., et al</i> , No. 2:18-cv-06749 (C.D. Cal. Aug. 6, 2018)	UCL	“Plaintiffs, on behalf of themselves, Subclass members and members of the general public, seeks an order * * * Enjoining [Defendant] from continuing to engage, use, or employ any unlawful, unfair and/or deceptive business act or practice and any act prohibited by California

			Business Code § 17200 et seq.” Compl. ¶ 151.
265	<i>Barbanell v. One Med. Grp., Inc.</i> , No. CGC18566 232 (Cal. Super. Ct. Aug. 2, 2018)	CLRA; FAL; UCL	“Plaintiffs seek actual damages, punitive damages, restitution, and an injunction on behalf of the general public to prevent One Medical from continuing to engage in its illegal practices.” Compl. ¶ 14.
266	<i>McGovern v. U.S. Bank</i> , No. 3:18-cv-01794 (S.D. Cal. Aug. 2, 2018)	UCL	“Plaintiff seeks * * * public injunctive relief for US Bank’s breach of contract and violations of California’s consumer protection laws.” Compl. ¶ 18.
267	<i>Hurst v. One Kings Lane LLC</i> , Docket No. CGC18568 256 (Cal. Super. Ct. July 20, 2018)	CLRA; FAL; UCL	“Plaintiff Elizabeth Hurst brings this action * * * as a private attorney general seeking the imposition of public injunctive relief against Defendants.” Compl. ¶ 9.
268	<i>Hamra v. Transamerica Life Ins. Co.</i> , No. 2:18-cv-06262 (C.D.	UCL	“On behalf of the general public, Plaintiff respectfully requests that the Court issue an injunction against

	Cal. July 19, 2018)		[Defendant] permanently enjoining it from continuing to engage in unlawful and unfair conduct[.]” Compl. ¶ 72.
269	<i>Lotsoff v. Wells Fargo Bank, N.A.</i> , No. 37-2018-00026392-CU-CO-CTL (Cal. Super. Ct. July 13, 2018)	UCL; CLRA	“On behalf of themselves and the Classes, Plaintiffs seek damages, restitution, and public injunctive relief for Defendants’ breach of contract and violations of California’s consumer protection laws.” Am. Compl. ¶ 6.
270	<i>Miliate v. San Diego House of Motorcycle, Inc.</i> , No. 2018-00035131 (Cal. Super. Ct. July 13, 2018)	CLRA; UCL	“In order to remedy these violations, Plaintiff seeks appropriate relief for himself and the class, including damages, restitution, and injunctive relief, as well as attorneys’ fees and costs. In addition, Plaintiff seeks a public injunction.” Compl. ¶ 6.
271	<i>Sutton v. Yamaha Motor Fin. Corp., U.S.A.</i> , No.	UCL; CLRA	“Plaintiff is seeking to enjoin [Defendant’s unlawful acts] on behalf of the general public, pursuant to,

	BC713690 (Cal. Super. Ct. July 11, 2018)		among other things, the Unfair Competition law.” Compl. ¶ 6.
272	<i>Espinoza v. Sharp Healthcare</i> , No. 37-2018-00034031-CU-OE-CTL (Cal. Super. Ct. July 10, 2018)	UCL; CLRA	Alleging in complaint brought on behalf of the Plaintiff, all others similarly situated, and “the general public” that “Plaintiff, and all persons similarly situated, and all persons in interest, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining Defendants from engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices at all times in the future.” Compl. ¶ 51, p. 1.
273	<i>Ferguson v. CVS Pharmacy, Inc.</i> , No. 3:18-cv-01529 (S.D.	CLRA; UCL; FAL	“Plaintiff, on behalf of themselves and all others similarly situated, and as appropriate, on behalf of the

	Cal. July 5, 2018)		general public, seek injunctive relief prohibiting Defendant from continuing these wrongful practices, and such other equitable relief[.]” Compl. ¶ 72.
274	<i>Miller v. Lazy Dog Restaurants, LLC</i> , No. 37-2018-00032494-CU-BT-CTL (Cal. Super. Ct. June 29, 2018)	UCL; CLRA	“Accordingly, Plaintiff, on behalf of himself and all others similarly situated, and as appropriate, on behalf of the general public of the state of California, seeks injunctive relief prohibiting Defendants from continuing these wrongful practices.” Compl. ¶ 44.
275	<i>Silverman v. Wells Fargo & Co.</i> , No. 18-cv-03886 (N.D. Cal. June 28, 2018)	UCL	“Plaintiffs specifically request as a remedy under the UCL that this Court issue a public injunction requiring Defendant to immediately cease operation of its current financing programs.” Compl. p. 37.
276	<i>Cruz v. Synapse Grp., Inc.</i> , No. 37-	UCL; CLRA; FAL	Plaintiff seeks “a permanent injunction enjoining defendants from violating the

	2018-00032240-CU-MC-CTL (Cal. Super. Ct. June 28, 2018)		ARL, the CLRA, the FAL, and the UCL in connection with defendants' offers and fulfillment of magazine subscriptions, on behalf of the Class, and also for the benefit of the general public of the State of California." Compl. p. 22.
277	<i>In Re PFA Ins. Marketing Litigation</i> , No. 4:18-cv-03771 (N.D. Cal. June 25, 2018)	UCL; FAL	In complaint bringing UCL and FAL claims, Plaintiffs seek "[p]reliminary and permanent public injunctive relief[.]" Compl. p. 27.
278	<i>Cunningham v. Performance SLC LLC</i> , No. 18-cv-01093 (C.D. Cal. June 20, 2018)	UCL	Plaintiff seeks a permanent injunction [under the UCL] to "enforce an important right affecting the public interest and confer a significant benefit, whether pecuniary or non-pecuniary, on a large class of persons." Compl. ¶ 76.
279	<i>Mejia Calderon v. Tapia Enters., Inc.</i> ,	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful

	No. BC709635 (Cal. Super. Ct. June 14, 2018)		practices in order to prevent future damage[.] * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendants'] unlawful acts and practices." Compl. ¶ 175.
280	<i>Ludlow v. Flowers Foods, Inc.</i> , No. 3:18-cv-01190 (S.D. Cal. June 6, 2018)	UCL	Plaintiff seeks "public injunctive relief prohibiting [Defendant] from engaging in the same or similar business practices in California in the future." Compl. ¶ 71.
281	<i>Kuhns v. Matheson Trucking, Inc.</i> , No. RG1890754 2 (Cal. Super. Ct. June 5, 2018)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.] * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendant's]

			unlawful acts and practices.” Compl. ¶ 159.
282	<i>Davis v. Too Fast, Inc.</i> , No. BC708902 (Cal. Super. Ct. June 4, 2018)	UCL; CLRA	“This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in the practices alleged herein.” Compl. ¶ 3.
283	<i>Hee v. DACM Inc.</i> , No. BC708283 (Cal. Super. Ct. May 30, 2018)	UCL; CLRA	“This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in the practices alleged herein.” Compl. ¶ 3.
284	<i>Rivera v. Invitation Homes, Inc.</i> , No. 4:18-cv-03158 (N.D. Cal. May 25, 2018)	UCL	“Plaintiff also seeks an injunction. Pursuant to the UCL, Plaintiff, the class, and the general public are entitled to injunctive relief against Defendant’s ongoing continuation of such unlawful business practices.” Compl. ¶ 44.
285	<i>Alamina v. California Motorcycle Assessories, Inc.</i> , No.	UCL; CLRA	“This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in

	BC707277 (Cal. Super. Ct. May 24, 2018)		the practices alleged herein.” Compl. ¶ 3.
286	<i>Mejia v. DACM Inc.</i> , No. BC705674 (Cal. Super. Ct. May 23, 2018)	UCL; CLRA	“This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in the practices alleged herein in addition to class relief.” Compl. ¶ 4.
287	<i>Rueda v. Idemia Identity & Sec. USA, LLC</i> , No. RG1890599 5 (Cal. Super. Ct. May 22, 2018)	UCL	“Therefore, pursuant to Business & Professions Code section 17203, Plaintiff, on behalf of the proposed Class and members of the general public seeks an order of this Court to enjoin Defendants from engaging in the unfair business practices alleged herein.” Compl. ¶ 82.
288	<i>Robinson v. U.S. Bank</i> , No. 5:18-cv-01059 (C.D. Cal. May 16, 2018)	UCL	“On behalf of themselves and the class, Plaintiffs seek * * * public injunctive relief for [Defendant’s] breach of contract and violations of Califor-

			nia’s consumer protection laws.” Compl. ¶ 18.
289	<i>Milosavljevic v. Jetsmarter, Inc.</i> , No. BC706196 (Cal. Super. Ct. May 14, 2018)	UCL; CLRA; FAL	“California’s Consumer Legal Remedies Act; the ‘Yelp’ law, Cal. Civ. Code § 1670.8; the False Advertising Law; and the Unfair Competition Law— [are] the very statutes under which Plaintiff is seeking public injunctive relief in this action.” Compl. ¶ 101.
290	<i>Trinidad-Mendoza v. DL Prospect, Inc.</i> , No. 3:18-cv-02679 (N.D. Cal. May 7, 2018)	UCL	“Plaintiffs, the class members, and the general public are also entitled to permanent injunctive and declaratory relief prohibiting Defendants from engaging in the violations [of the UCL] referred to above.” Compl. ¶ 100.
291	<i>Stopani v. Guardnow, Inc.</i> , No. 2:18-cv-03607 (C.D. Cal. Apr. 28, 2018)	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief prohibiting Defendants from en-

			gaging in the violations and other misconduct referred to above.” Compl. ¶ 129
292	<i>Grant v. Seterus, Inc.</i> , No. BC703834 (Cal. Super. Ct. Apr. 25, 2018)	UCL	“California <i>Business & Professions Code</i> § 17200, et seq., provides that a Court may order injunctive relief and restitution to affected members of the general public to remedy violations. * * * Pursuant to <i>Business and Professions Code</i> sections 17203 and 17204, Plaintiff is empowered to act as a private attorney general to enjoin such conduct.” Compl. ¶¶ 35, 42.
293	<i>Miller v. Bayview Loan Servicing, LLC</i> , No. BC703835 (Cal. Super. Ct. Apr. 25, 2018)	UCL	“California <i>Business & Professions Code</i> § 17200, et seq., provides that a Court may order injunctive relief and restitution to affected members of the general public to remedy violations. * * * Pursuant to <i>Business and Professions Code</i> sections 17203 and 17204, Plaintiff is empowered

			to act as a private attorney general to enjoin such conduct” Compl. ¶¶ 35, 42.
294	<i>Andrews v. Townsgate Capital Corp.</i> , No. BC703125 (Cal. Super. Ct. Apr. 20, 2018)	UCL; CLRA	“This action is brought to obtain public injunctive relief, to put an end to violations by defendant Townsgate of the Rees-Levering Automobile Sales Finance Act, the Consumer Credit Reporting Agencies Act, the Consumers Legal Remedies Act, and the Unfair Competition Law.” Compl. ¶ 1.
295	<i>Branca v. Bai Brands, LLC</i> , No. 3:18-cv-00757 (S.D. Cal. Apr. 19, 2018)	UCL; CLRA; FAL	“As a result, Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief.” Compl. ¶ 160.
296	<i>Solares Munoz v. Transport Express, Inc.</i> , No. BC702520 (Cal. Super. Ct.	UCL	“Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices

	Apr. 18, 2018)		in violation of [the UCL].” Compl. p. 16.
297	<i>Seegert v. MUFG Union Bank</i> , No. 3:18-cv-00742 (S.D. Cal. Apr. 17, 2018)	UCL	“Plaintiff prays on behalf of herself and all others similarly situated, for judgment against Defendant as follows: * * * [i]ssuing public injunctive relief, including to ensure compliance with the UCL[.]” Compl. p. 14.
298	<i>Villegas v. Walgreen Co.</i> , No. BC702278 (Cal. Super. Ct. Apr. 16, 2018)	UCL	“Plaintiff, on behalf of herself and all others similarly situated and also on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Compl. pp. 14-15.
299	<i>Baker v. Nestle S.A.</i> , No. 18-cv-03097 (C.D. Cal. Apr. 12, 2018)	UCL; FAL; CLRA	“Plaintiff seeks injunctive relief under the CLRA to prohibit the unlawful acts alleged herein, which threaten ongoing and future injury to the general public.” Compl. ¶ 80; see also <i>id.</i> ¶ 59 (simi-

			larly seeking public injunctive relief under the FAL and UCL).
300	<i>De Jong v. Renaissance Arts Academy</i> , No. BC700534 (Cal. Super. Ct. Apr. 2, 2018)	UCL	“Pursuant to Business and Professions Code § 17203, Plaintiff seeks injunctive relief on behalf of the general public to remedy RAA’s ongoing failure to comply with the HSA and its charter agreement.” Compl. ¶ 7.
301	<i>Littlejohn v. Nestle USA, Inc.</i> , No. 3:18-cv-00658 (S.D. Cal. Apr. 2, 2018)	UCL; FAL	“Plaintiff, on behalf of herself and all others similarly situated in California, and the general public, prays for judgment against Defendant as follows * * * [a]n order enjoining Defendant’s deceptive and unfair practices.” Compl. pp. 24-25.
302	<i>Hunt v. Sunny Delight Beverages Co.</i> , No. 8:18-cv-00557 (C.D. Cal. Apr. 2, 2018)	CLRA; UCL; FAL	“Plaintiffs, on behalf of themselves, all others similarly situated in California, and the general public, pray for judgment against Defendant as follows * * * [a]n order enjo-

			ing Defendant’s deceptive and unfair practices[.]” Compl. p. 35.
303	<i>Pang v. Samsung Electronics Am., Inc.</i> , No. 4:18-cv-01882 (N.D. Cal. Mar. 27, 2018)	UCL	Plaintiff seeks “[i]njunctive relief, including public injunctive relief[.]” Compl. p. 28.
304	<i>Kilbarger v. Credence Resource Mgmt., LLC</i> , No. 3:18-cv-00612 (S.D. Cal. Mar. 26, 2018)	UCL	Plaintiff seeks “public injunctive relief prohibiting Defendant from future violations of the aforementioned unlawful and unfair practices, pursuant to Cal. Bus. & Prof. Code §§ 17204.” Compl. p. 20.
305	<i>Benge v. CB Indigo</i> , No. 2:18-cv-02393 (C.D. Cal. Mar. 23, 2018)	UCL	“Plaintiff brings this action as a private attorney general acting on behalf of the general public, pursuant to Business and Professions Code § 17200, <i>et seq.</i> ” Compl. ¶ 114.
306	<i>Posada v. Progressive Transp. Servs., LLC</i> , No.	UCL	“Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public” seeks

	BC697554 (Cal. Super. Ct. Mar. 9, 2018)		“[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Compl. pp. 16.
307	<i>Heredia v. Sunrise Senior Living, LLC</i> , No. 18-cv-00616 (N.D. Cal. Feb. 23, 2018)	UCL; CLRA	“Plaintiff prays for judgment * * * [f]or a public injunction requiring that Defendant immediately cease acts that constitute unlawful, unfair and fraudulent business practices, false advertising and violations of the Consumer Legal Remedies Act, Business and Professions Code section 17200 <i>et seq.</i> , and the Elder Financial Abuse statute as alleged herein, and to enjoin Defendant from continuing to engage in any such acts or practices in the future.” Am. Compl. p. 32.
308	<i>DePhillips v. Living Essentials, LLC</i> , No. 18-cv-00404 (S.D.	CLRA; FAL; UCL	“Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 181.

	Cal. Feb. 22, 2018)		
309	<i>STM Atlantic N.V. v. Dong Yin Dev. (Holdings) Ltd.</i> , No. 18-cv-01269 (C.D. Cal. Feb. 15, 2018)	UCL	“As a further result, Plaintiffs are entitled to an injunction enjoining Defendants from engaging in such further unlawful, unfair and fraudulent business acts and practices, which injunction will benefit both Plaintiffs and the general public.” Compl. ¶ 334.
310	<i>Cunningham v. Student Loan Advocacy Group</i> , No. 18-cv-00329 (S.D. Cal. Feb. 10, 2018)	UCL	Plaintiff seeks a permanent injunction [under the UCL] to “enforce an important right affecting the public interest and confer a significant benefit, whether pecuniary or non-pecuniary, on a large class of persons.” Compl. ¶ 66.
311	<i>Lopez v. Citibank, N.A.</i> , No. 18-cv-00291 (E.D. Cal. Feb. 7, 2018)	UCL	“Plaintiff seeks an injunction on behalf of the general public to prevent CITIBANK from continuing to engage in its illegal and deceptive practices.” Compl. ¶ 10.

312	<i>Palma v. Golden State FC, LLC</i> , No. 18-cv-00121 (E.D. Cal. Feb. 7, 2018)	UCL	“Plaintiff, on behalf of himself and all others similarly situated and on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Am. Compl. p. 12.
313	<i>Dominguez v. United Parcel Serv., Co.</i> , No. 18-cv-01162 (C.D. Cal. Feb. 1, 2018)	UCL	“Plaintiff for himself and on behalf of the general public” seeks “injunctive relief under Business & Professions Code § 17200, <i>et seq.</i> ” Am. Compl. ¶ 1.
314	<i>Lopez v. BBVA Compass Bank, N.A.</i> , No. 18-cv-00031 (E.D. Cal. Jan. 6, 2018)	UCL; CLRA	“Plaintiffs seek an injunction on behalf of the general public to prevent BBVA BANK from continuing to engage in its illegal and deceptive practices.” Compl. ¶ 16.
315	<i>Carl Jones v. Intel Corp.</i> , No. 5:18-cv-00105 (N.D. Cal.	UCL	“Plaintiff and the Class seek an order for injunctive relief to benefit the public[.]” Compl. ¶ 57.

	Jan. 5, 2018)		
316	<i>DeJarld v. Los Angeles Fed. Credit Union</i> , No. BC689080 (Cal. Super. Ct. Jan. 4, 2018)	UCL	“In her capacity as a private attorney general, plaintiff seeks a public injunction ending defendants’ unlawful business practices, once and for all.” Compl. ¶ 1.
317	<i>Mitchell v. CoreLogic, Inc.</i> , No. 17-cv-02274 (C.D. Cal. Dec. 29, 2017)	UCL	Plaintiff “individually, on behalf of others similarly situated, and on behalf of the general public” seeks to “enjoin Defendant to cease and desist from unlawful activities in violation of [the UCL].” Compl. p. 15.
318	<i>Goro et al v. Flowers Foods, Inc. et al</i> , No. 3:17-cv-02580 (S.D. Cal. Dec. 28, 2017)	UCL	“Pursuant to the UCL, Plaintiffs and the general public are entitled to injunctive relief against Defendants’ ongoing continuation of such unlawful business practices.” Compl. ¶ 63.
319	<i>Johnson v. JP Morgan Chase Bank, N.A.</i> , No. 17-cv-	UCL; CLRA	“Plaintiff and the members of the Class demand a jury trial on all claims so triable and judgment against

	02477 (C.D. Cal. Dec. 12, 2017)		Defendant as follows: * * * Issuing public injunctive relief, including to ensure compliance with the CLRA and UCL” Compl. p. 14.
320	<i>Weber v. Amazon.com, Inc.</i> , No. 2:17-cv-08868 (C.D. Cal. Dec. 8, 2017)	CLRA; UCL; FAL	Plaintiff “seeks individual, representative, and public injunctive relief[.]” Compl. ¶ 72.
321	<i>Belton v. Satellite Affordable Housing Assocs.</i> , No. RG17885127 (Cal. Super. Ct. Dec. 7, 2017)	UCL	In a Complaint brought “on behalf of the general public” (Compl. p. 1), Plaintiff seeks “[t]hat Defendant further be enjoined to cease and desist from unfair competition in violation of [the UCL]” Compl. p. 32.
322	<i>Brown v. Clean Harbors Indus. Servs. Inc.</i> , No. RG17884810 (Cal. Super. Ct. Dec. 5, 2017)	UCL	“Named Plaintiffs, suing on behalf of themselves, the putative class members, and the general public, also seek restitution and injunctive relief under California law for Defendants’ unlawful, unfair, and fraudulent

			business practices[.]” Compl. ¶ 3.
323	<i>Choo v. Wellnx Life Scis., Inc.</i> , No. 2:17-cv-02517 (E.D. Cal. Nov. 30, 2017)	FAL	“As a result [of Defendant’s FAL violations], Plaintiff, the California Class, and the general public are entitled to injunctive and equitable relief[.]” Compl. ¶ 80.
324	<i>Fernando Gutierrez v. Jolt Delivery, LLC et al</i> , No. 2:17-cv-08380 (C.D. Cal. Nov. 16, 2017)	UCL	“Plaintiff, the class members, and the general public are also entitled to permanent injunctive and declaratory relief[.]” Compl. ¶ 112.
325	<i>Cassel v. Google LLC</i> , No. 17CV31920 2 (Cal. Super. Ct. Nov. 15, 2017)	UCL	“Cassel brings this lawsuit on behalf of himself, the state of California, and all of Google’s aggrieved employees subject to its unlawful practices. He also seeks a public injunction against Google in accordance with California Business & Professions Code § 17200 <i>et seq.</i> ” Compl. ¶ 6.

326	<i>Santos v. Parkridge Private Sch., Inc.</i> , No. BC683528 (Cal. Super. Ct. Nov. 13, 2017)	UCL; FAL; CLRA	In Complaint brought “on behalf of the General Public” (Compl. ¶ 1), Plaintiff seeks “injunctive relief prohibiting the challenged wrongful practices and enjoining such practices in the future.” Compl. ¶ 51(q).
327	<i>Viguers v. California Physicians’ Serv.</i> , No. BC682172 (Cal. Super. Ct. Nov. 7, 2017)	UCL	“On behalf of themselves and on behalf of the general public, Plaintiffs request declaratory and injunctive relief as remedies to correct Blue Shield’s practice of categorically denying all requests for microprocessor-controlled foot prostheses.” Compl. ¶ 38.
328	<i>Kitenge v. Whole Foods Market Cal., Inc.</i> , No. CGC-17-562250 (Cal. Super. Ct. Nov. 1, 2017)	UCL	“Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.] * * * Plaintiff brings this case individually and as members of the general public actually harmed

			[sic] and as a representative of all others subject to [Defendant's] unlawful acts and practices." Compl. ¶ 138.
329	<i>Reynolds v. Santander Consumer USA Inc.</i> , No. BC682021 (Cal. Super. Ct. Nov. 1, 2017)	UCL	"Plaintiff files this cause of action individually, and on behalf of the general public, to challenge and to remedy Cross-Defendants' business practices. * * * The UCL provides that a court may order injunctive relief and restitution to affected individuals as remedies for any violations of the UCL." Compl. ¶ 55.
330	<i>Kang v. Wells Fargo Bank, N.A.</i> , No. 17-cv-06220 (N.D. Cal. Oct. 27, 2017)	UCL	"Plaintiffs, on behalf of themselves and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendant from further unfair and unlawful business practices in violation of the UCL." Compl. p. 16.

331	<i>Stolebarger v. The Prudential Ins. Co.</i> , No. 3:17-cv-06161 (N.D. Cal. Oct. 26, 2017)	UCL	“Pursuant to <i>McGill v. Citibank, N.A.</i> , 2 Cal.5th 945 (2017), Plaintiff is entitled to public injunctive relief.” Compl. ¶ 90.
332	<i>Gregory Smith v. Wells Fargo & Co.</i> , No. 8:17-cv-01819 (C.D. Cal. Oct. 20, 2017)	UCL	Plaintiff seeks “appropriate injunctive relief, including public injunctive relief[.]” Compl. p. 26.
333	<i>Butler v. Equifax Inc.</i> , No. 3:17-cv-02158 (S.D. Cal. Oct. 20, 2017)	UCL	“Plaintiff, therefore, on behalf of herself, Class Members, and the general public, also seeks restitution and an injunction prohibiting [Defendant] from continuing such wrongful conduct[.] “ Compl. ¶ 101.
334	<i>Wallace v. Wells Fargo & Co.</i> , No. 17CV31777 5 (Cal. Super. Ct.	UCL; CLRA	“Plaintiff seeks an injunction on behalf of the general public to prevent Wells Fargo from continuing to engage in its illegal and

	Oct. 19, 2017)		deceptive practices.” Compl. ¶ 2.
335	<i>Harrold v. MUFG Union Bank, N.A.</i> , No. BC680214 (Cal. Super. Ct. Oct. 19, 2017)	UCL; CLRA	“On behalf of herself and the putative class, Plaintiff seeks an injunction on behalf of the general public to prevent Union Bank from continuing to engage in its illegal and deceptive practices.” Compl. ¶ 6.
336	<i>Ross v. Wells Fargo & Co.</i> , No. 8:17-cv-01817 (C.D. Cal. Oct. 18, 2017)	UCL	Plaintiff seeks “appropriate injunctive relief, including public injunctive relief[.]” Compl. p. 24.
337	<i>Preston v. Wells Fargo & Co.</i> , No. 8:17-cv-01815 (C.D. Cal. Oct. 18, 2017)	UCL	Plaintiff requests “appropriate injunctive relief, including public injunctive relief[.]” Compl. pp. 28-29.
338	<i>Odahl v. Primeritus Fin. Servs., Inc.</i> , No. BC679797 (Cal. Super. Ct.	UCL	“Accordingly, plaintiff brings this case as a class action to obtain restitution and disgorgement of Primeritus’s unlawful gains, and also seeks a public

	Oct. 16, 2017)		injunction to put a permanent end to these violations of the law.” Compl. ¶ 5.
339	<i>San Luis Imaging Med. Grp., Inc. v. Blue Cross of Cal.</i> , No. BC679451 (Cal. Super. Ct. Oct. 12, 2017)	UCL	“On behalf of itself and on behalf of the general public, Plaintiff requests restitution, interest, and injunctive relief[.]” Compl. ¶ 33.
340	<i>Ochoa v. Church and Dwight Co., Inc.</i> , No. 5:17-cv-02019 (C.D. Cal. Oct. 3, 2017)	UCL; FAL	“Plaintiff, on behalf of herself and * * * on behalf of the general public request an award and relief as follows * * * [a] declaration and Order enjoining Defendant from [unlawful acts].” Compl. p. 21.
341	<i>Crow v. Equifax, Inc.</i> , No. 17-cv-05355 (N.D. Cal. Sept. 15, 2017)	FAL UCL	Plaintiff seeks “[i]njunctive relief, including public injunctive relief in the form of an order enjoining Defendant from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in

			this Complaint[.]” Compl. ¶ 241.
342	<i>Lollock v. Oakmont Senior Living, LLC</i> , No. RG17875110 (Cal. Super. Ct. Sept. 13, 2017)	UCL; CLRA	Plaintiff seeks “a public injunction requiring that Defendant immediately cease acts that constitute unlawful, unfair and fraudulent business practices, and violations of the Consumer Legal Remedies Act, Business and Professions Code section 17200 <i>et seq.</i> , and the Elder Financial Abuse statute as alleged herein, and to enjoin Defendant from continuing to engage in any such acts or practices in the future.” Compl. p. 41.
343	<i>Murphy v. Equifax, Inc.</i> , No. 5:17-cv-05262 (N.D. Cal. Sept. 11, 2017)	UCL	Plaintiff seeks “[i]njunctive relief, including public injunctive relief in the form of an order enjoining Defendant from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint.” Compl. ¶ 249.

344	<i>Underwood v. Future Income Payments, LLC</i> , No. 17-cv-01570 (C.D. Cal. Sept. 11, 2017)	UCL; CLRA	“Plaintiff and the general public are entitled to injunctive relief, restitution, and other equitable relief.” Compl. ¶ 89.
345	<i>Pursell v. 727 West Seventh, LLC</i> , No. BC675509 (Cal. Super. Ct. Sept. 11, 2017)	UCL	“Plaintiffs, on behalf of themselves and all others similarly situated and also on behalf of the general public” seek “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Compl. pp. 16-17.
346	<i>Dremak v. Equifax, Inc.</i> , No. 3:17-cv-01829 (S.D. Cal. Sept. 8, 2017)	CLRA; UCL	“Plaintiff, therefore, on behalf of himself, Class members, and the general public, also seeks restitution and an injunction prohibiting Equifax from continuing such wrongful conduct[.]” Compl. ¶ 121.
347	<i>Muniz v. Wells Fargo & Co.</i> , 3:17-	UCL	Plaintiff seeks “[i]njunctive relief, including public injunctive relief permanently

	cv-04995 (N.D. Cal. Aug. 28, 2017)		enjoining [Defendant] from performing fur- ther unfair and unlaw- ful acts as alleged herein.” Compl. p. 25.
348	<i>Smith v. Wells Fargo & Co.</i> , No. 3:17-cv- 04938 (N.D. Cal. Aug. 24, 2017)	UCL	Plaintiff seeks “appropri- ate injunctive relief, including public in- junctive relief[.]” Compl. p. 26.
349	<i>Gutierrez v. Evans Ded- icated Sys- tems, Inc.</i> , No. 17-cv- 01459 (C.D. Cal. Aug. 23, 2017)	UCL	Plaintiffs “bring this suit for injunctive re- lief, restitution, dis- gorgement, and other appropriate equitable relief on behalf of all similarly-situated em- ployees and on behalf of the general public.” Compl. ¶ 138.
350	<i>Dickinson v. 24 Hour Fitness USA, Inc.</i> , No. 17-cv- 04877 (N.D. Cal. Aug. 23, 2017)	UCL; FAL; CLRA	“Plaintiff, on behalf of themselves [sic] and all other simi- larly situated consum- ers, and as appropri- ate, on behalf of the general public, seek restitution and injunc- tive relief” Compl. ¶¶ 56, 67, 75, 81.

351	<i>Cunningham v. Burns Nat'l, LLC</i> , No. BC671846 (Cal. Super. Ct. Aug. 14, 2017)	UCL	“Plaintiff thus brings this case as a class action to recover damages and restitution on behalf of all affected consumers, and in his capacity as a private attorney general, to obtain a public injunction.” Compl. ¶ 3.
352	<i>Ross v. Wells Fargo & Co.</i> , No. 3:17-cv-04498 (N.D. Cal. Aug. 7, 2017)	UCL	Plaintiff seeks “appropriate injunctive relief, including public injunctive relief[.]” Compl. p. 24.
353	<i>Preston v. Wells Fargo & Co.</i> , No. 3:17-cv-04346 (N.D. Cal. July 31, 2017)	UCL	Plaintiff seeks “appropriate injunctive relief, including public injunctive relief[.]” Compl. p. 29.
354	<i>Nesbit v. Procel Temporary Servs., Inc.</i> , No. BC670585	UCL	“The Plaintiff for herself and on behalf of the general public, and all others similarly situated, brings an action for monetary damages for failure to pay

	(Cal. Super. Ct. July 31, 2017)		wages as well as for injunctive relief, declaratory relief and restitution for Defendant's violations of [the UCL]." Compl. ¶ 1.
355	<i>Marin v. General Assembly Space, Inc.</i> , No. 2:17-cv-05449 (C.D. Cal. July 24, 2017)	UCL	Plaintiffs seek "public equitable, injunctive, and declaratory relief to remedy Defendants' violations of federal and California law, including but not necessarily limited to an order enjoining Defendants from continuing its unlawful and unfair practices[.]" Compl. p. 20.
356	<i>Castro v. Osterkamp Trucking, Inc.</i> , No. BC669582 (Cal. Super. Ct. July 21, 2017)	UCL	"Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. pp. 17-18.
357	<i>Bishop v. Foot Locker Retail, Inc.</i> , No. 37-	UCL	"Pursuant to the UCL, Plaintiff, Class Members, and the general public, are entitled to

	2017-00026586-CU-OE-CTL (Cal. Super. Ct. July 20, 2017)		injunctive relief against Defendant's ongoing continuation of such unlawful business practices." Compl. ¶ 60.
358	<i>Kao v. LG Elecs.</i> , No. 17-cv-01181 (C.D. Cal. July 12, 2017)	UCL; FAL; CLRA	"Plaintiff, individually and on behalf of all similarly situated California Class members, and the general public seek injunctive relief for Defendant's violation of the California Consumer Legal Remedies Act, California Civil Code §§1750, <i>et seq.</i> " Compl. ¶ 30; see also <i>id.</i> ¶¶ 93, 99 (similarly requesting public injunctive relief under the FAL and UCL).
359	<i>Lejbman v. Transnational Foods, Inc.</i> , No. 3:17-cv-01317 (S.D. Cal. June 27, 2017)	UCL	Under UCL claim brought "on behalf of Plaintiff and members of the general public," Plaintiff seeks injunctive relief. Compl. ¶¶ 107, 128.
360	<i>Abu-Hajar v. AutoNation, Inc.</i> ,	UCL	"Plaintiff, on behalf of themselves [sic]

	No. 17-cv-03505 (C.D. Cal. June 21, 2017)		and all others similarly situated and also on behalf of the general public” seek “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Am. Compl. pp. 12-13.
361	<i>Myers v. Intuit, Inc.</i> , No. 17-cv-01228 (S.D. Cal. June 16, 2017)	UCL	“Pursuant to the UCL, Plaintiff and the general public are entitled to injunctive relief against Defendant’s ongoing continuation of such business practices.” Compl. ¶ 64.
362	<i>Mosquera v. Pac Anchor Transp., Inc.</i> , No. BC664927 (Cal. Super. Ct. June 14, 2017)	UCL	“Plaintiffs, on behalf of himself [sic] and all others similarly situated and also on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL].” Compl. pp. 23-24.
363	<i>Laufer v. Eat Club Inc.</i> , No. 17CV31076	UCL	In Complaint brought “on behalf of the general public,” Plaintiff

	4 (Cal. Super. Ct. May 22, 2017)		alleges that “[i]njunctive relief is necessary and appropriate to prevent Defendants from repeating the wrongful business practices alleged herein.” Compl. ¶ 47, p.1.
364	<i>Blair v. Rent-A-Center, Inc.</i> , No. 17-cv-02335 (N.D. Cal. May 19, 2017)	UCL; CLRA	“This action seeks a public injunction and other equitable relief, including restitution, invalidation of rental-purchase agreements, an accounting, and a declaratory judgment that Defendants’ conduct violated California law, as well as compensatory and punitive damages.” Am. Compl. ¶ 1.
365	<i>Garcia v. Haralambos Beverage Co.</i> , No. BCV-16-102323 (Cal. Super. Ct. May 16, 2017)	UCL	“Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage [.] * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a rep-

			representative of all others subject to [Defendants'] unlawful acts and practices." Compl. ¶ 227.
366	<i>Silva v. United Auto Delivery and Recovery, Inc.</i> , No. BC661111 (Cal. Super. Ct. May 15, 2017)	UCL; CLRA	"Plaintiff thus brings this case as a class action to recover damages, and in his capacity as a private attorney general, to obtain a public injunction." Compl. ¶ 3.
367	<i>Pollar v. Cort Business Servs. Corp.</i> , No. RG17859665 (Cal. Super. Ct. May 9, 2017)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.]: * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendants'] unlawful acts and practices." Compl. ¶ 196.
368	<i>Nathan v. Vitamin</i>	UCL	"Plaintiff, the Class, and the general public

	<i>Shoppe, Inc.</i> , No. 3:17-cv-00948 (S.D. Cal. May 8, 2017)		are entitled to injunctive and equitable relief[.]” Compl. ¶ 119.
369	<i>Hartigan v. Toyota Motor Credit Corp.</i> , No. BC660291 (Cal. Super. Ct. May 5, 2017)	UCL	“Plaintiff files this cause of action as a private attorney general to seek a public injunction against the defendants, whose unlawful business practices are continuing to harm thousands of people.” Compl. ¶ 32.
370	<i>Thornton v. Micro Star Int’l Co. Ltd.</i> , No. 2:17-cv-03231 (C.D. Cal. Apr. 28, 2017)	UCL; FAL	Under the UCL, “Plaintiffs and the Class seek an order for injunctive relief to benefit the public[.]” Compl. ¶ 64; see also <i>id.</i> ¶ 91 (same under the FAL).
371	<i>Ream Holdings, LLC v. 3R Int’l Grp., Inc.</i> , No. 17-cv-00825 (C.D. Cal. Apr. 27, 2017)	UCL	“Plaintiff brings this cause of action on behalf of itself and the general public, seeking restitution and injunctive relief.” Compl. ¶ 132.

372	<i>Thomas v. SolarCity Fin. Co., LLC</i> , No. 17-cv-00820 (S.D. Cal. Apr. 24, 2017)	UCL	Plaintiff seeks “[i]ndividual and public equitable and injunctive relief to remedy Defendant’s violations of California law, including but not necessarily limited to an order enjoining Defendant from continuing its unlawful practices.” Comp. p. 33.
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