

1 Office, where he agreed to undergo a Breathalyzer test. Though he would write of setting a 36
2 county record, Frey's blood alcohol level was actually recorded in successive tests at .21 and .20
3 As for his claim to have spent a week in jail after the arrest, the report debunks that assertion.
4 After Frey's parents were called, he was allowed to quickly bond out. Two weeks later, court
5 records show, he pleaded guilty to a reduced charge of reckless driving and was fined \$305.
6 Thus Frey never spent a week in jail nor established the "County record" to which the Book
7 refers.

8 33. Moreover, Frey writes of another encounter with police authorities in which he
9 was allegedly, hit with an imposing set of criminal charges, including: Assault with a Deadly
10 Weapon (because Frey allegedly hit a policeman with a car), Assaulting an Officer of the Law
11 (because Frey allegedly engaged the officers), Felony DUI, Disturbing the Peace, Resisting
12 Arrest, Driving Without a License, Driving Without Insurance, Attempted Incitement of a Riot,
13 Possession of a Narcotic with Intent to Distribute, and Felony Mayhem. As reflected in the
14 Book, The only count Frey took issue with was the drug charge (for possession of a "bag of
15 crack cocaine"): "That was bullshit because I intended to use it, not distribute it."

16 34. However, indices at the County Common Pleas Court contained no records for
17 Frey. At the county's Municipal Court, where misdemeanor and traffic cases are adjudicated,
18 only a single matter turned up, a November 1990 traffic ticket for speeding and driving without a
19 seat belt. According to county records, Frey paid a small fine and the case was closed out.

20 35. Thus, contrary to Frey's account in the Book there was no patrolman struck with a
21 car, no swings at police officers, no mayhem, no attempt to incite a riot, and no crack. As a
22 result there was no Charges for Assault with a Deadly Weapon, Charge for Assaulting an Officer
23 of the Law, Charge for Felony DUI, Charge for Disturbing the Peace, Charge for Resisting
24 Arrest, Charge for Driving Without Insurance, Charge for Attempted Incitement of a Riot,
25 Charge for Possession of a Narcotic with Intent to Distribute, or Charge for Felony Mayhem.

26 36. Thus, Defendants had no credible basis for making the claims and representations,
27 and many similar false and misleading statements within the Book and during the campaign to
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1 sell the Book.

2 37. Similarly, while marketing the Book Frey told Oprah Winfrey and her audience of
3 millions that "[i]f I was gonna write a book that was true, and I was gonna write a book that was
4 honest, then I was gonna have to write about myself in very, very negative ways." "I think I
5 wrote about the events in the book truly and honestly and accurately." And Frey has repeatedly
6 asserted in press interviews that the book is "all true." In fact, however, many of the facts set
7 forth in the Book were false and misleading.

8 38. Defendants have marketed the Book to consumers in the County of Los Angeles,
9 the State of California by propagating these false and misleading accounts through
10 advertisements and other media in order to induce consumers to buy the Book.

11 FIRST CAUSE OF ACTION

12 (All Defendants; Violations of the UCL, Bus. & Prof. Code section 17200)

13 39. Plaintiff hereby incorporates by reference each of the preceding allegations as if
14 fully set forth herein. This claim arises under the UCL, and is alleged against each of the
15 Defendants.

16 40. Defendants' actions complained of herein constitute unfair trade practices that have
17 the capacity to and do deceive consumers, in violation of the UCL.

18 41. All of the conduct alleged herein occurred and continues to occur in the ordinary
19 course of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized
20 course of conduct repeated on thousands of occasions daily. Thus, Defendants' conduct impacts
21 the public interest.

22 42. Defendants also engage in unlawful business acts in violation of the UCL by
23 violating state law including, but not limited to, Civil Code §§ 1572, 1709, 1710 and
24 1770(a)(5),(7) and (9), as well as Section 17500. Plaintiffs reserve the right to identify additional
25 violations of California law committed by Defendants as further investigation and discovery
26 warrants.

27 43. Plaintiff and the members of the Class were all directly and proximately injured by
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1 Defendants' wrongful conduct, Plaintiff and the members of the Class purchased the Book
2 which they would not have purchased had they been truthfully and fully informed of the facts,

3 44. As a direct and proximate result of the wrongful and illegal acts alleged in this
4 Complaint, Defendants received and continue to hold ill-gotten gains belonging to Plaintiffs and
5 the members of the Class. Plaintiffs and Class members request that this Court enter such orders
6 or judgments as may be necessary to restore to any person in interest any money which may have
7 been acquired by means of such unfair practices, as provided in Business & Professions Code §
8 17203 and Civil Code § 3345, and for such other relief and further relief as may be justified as
9 set forth below.

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11 SECOND CAUSE OF ACTION
12 (All Defendants; Violations of the CLRA)

13 45. Plaintiff hereby incorporates by reference each of the preceding allegations as if
14 fully set forth herein. This claim arises under the Consumers Legal Remedies Act and is alleged
15 against all Defendants.

16 46. Plaintiff was a "consumer," as that term is defined in Civ. Code § 1761(d).

17 47. The Book constituted "goods," as that term is defined in Civ. Code § 1761(a).

18 48. Defendants each constituted a "person," as that term is defined in Civ. Code §
19 1761(c).

20 49. Plaintiff's purchase of the Book constituted a "transaction," as that term is defined
21 in Civ. Code § 1761(e).

22 50. The CLRA provides in relevant part that "[t]he following unfair methods of
23 competition and unfair or deceptive acts or practices undertaken by any person in a transaction
24 intended to result or which results in the sale or lease of goods or services to any consumer are
25 unlawful: (5) Representing that goods ... have ... approval, characteristics, uses, benefits ... which
26 they do not have, (7) Representing that goods ... are of a particular standard, quality or grade ... if
27 they are of another, (9) Advertising goods ... with intent not to sell them as advertised, Civ. Code
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1 § 1770(a)(5),(7) and (9).

2 51. Defendants made an continue to make uniform written representations that the
3 Book is a piece of non-fiction. These representations, as set forth above, were false and/or
4 misleading and were in violation of the CLRA.

5 52. Civ. Code § 1780(a)(2), permits any court of competent jurisdiction to enjoin
6 practices that violate Civ. Code § 1770.

7 53. Plaintiff and the members of the Class are consumers under Civ. Code § 1761(d),
8 and have all been directly and proximately damaged as a result of Defendants' use or
9 employment of the above-referenced methods, acts or practices that are unlawful under Civ.
10 Code § 1780(a). Plaintiffs are entitled to bring this action against Defendants and to recover or
11 obtain relief, including (a) an order enjoining such methods, acts or practices, pursuant to Civ.
12 Code 1780(a)(2).

13 54. In accordance with the requirements of Civ. Code §1782(a), counsel for Plaintiffs
14 provided Defendants with written notice on January 12, 2006, of the allegations within this
15 Complaint. Should Defendant fail to adequately respond to Plaintiff's demand to "correct,
16 repair, replace, or otherwise rectify" the misrepresentations described above, within 30 days after
17 receipt of the Civil Code §1782 notice, Plaintiff shall seek relief in the form of a claim for actual
18 damages, punitive damages, attorneys' fees and costs and/or restitution. In addition, Plaintiff
19 shall seek, pursuant to California Civil Code §1780(a)(20), an order enjoining the above-
20 described wrongful acts and practices of Defendant, plus costs and attorneys' fees, and any other
21 appropriate relief under Civil Code §1780.

22 **THIRD CAUSE OF ACTION**

23 **(All Defendants; Violations of Bus. & Prof. Code Section 17500)**

24 55. Plaintiff hereby incorporates by reference each of the preceding allegations as if
25 fully set forth herein. This claim arises under Section 17500 and is alleged against all of the
26 Defendants.

27 56. At all times relevant hereto, each Defendant was a "person," as that term is defined
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1 in Bus. & Prof. Code § 17506.

2 57. Bus. & Prof. Code § 17500 provides that "[i]t is unlawful for any person, firm,
3 corporation or association with intent ... to dispose of ... personal property ... to induce the public
4 to enter into any obligation relating thereto, to make or disseminate or cause to be made or
5 disseminated before the public in this state, ... any statement ... which is untrue or misleading,
6 and which is known, or which by the exercise of reasonable care should be known, to be untrue
7 or misleading..."

8 58. Defendants represented that "A Million Little Pieces" was a non-fiction memoir
9 detailing the life of Defendant Frey on the cover and in the text of the Book itself,
10 advertisements, brochures, marketing materials, and in television interviews and at book
11 signings.

12 59. During the Class Period Defendants did not disclose, conspicuously or otherwise,
13 on any of these materials that such representations were untrue or misleading and that many of
14 the accounts in the Book were exaggerated or false.

15 60. Defendants' act of untrue and misleading advertising present a continuing threat to
16 members of the public because such advertisements induce consumers to purchase the Book.

17 61. As a result of the violations of California law described above, Defendants have
18 been, and will be, unjustly enriched at the expense of Plaintiffs and the members of the Class.
19 Specifically, Defendants have been unjustly enriched by receipt of hundreds of thousands, if not
20 millions, of dollars in monies received from customers who purchased the Book which is
21 advertised and/or otherwise marketed in this State and this County, and which is promoted and
22 sold through advertising and marketing materials which materially misrepresent the quality,
23 nature, origin and functions of the product.

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1 62. Pursuant to Bus. & Prof. Code § 17535, Plaintiffs request that this Court make
2 such orders or judgments as may be necessary to prevent the use or employment by Defendants
3 of untrue and misleading advertisements, or which may be necessary to restore to Plaintiffs and
4 the members of the Class any money which may have been acquired by Defendants by means of
5 such untrue and misleading advertisements.

6 PRAYER FOR RELIEF

7 WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

8 A. An Order certifying that this action may be maintained on behalf of a Class,
9 with Plaintiffs as Class Representatives, pursuant to Civ. Code § 1781, Code Civ. Proc. §§ 378
10 and 382, and Rule 1850 et seq.;

11 B. Order that all payments for the Book be returned to Plaintiffs and the
12 members of the Class because Defendants procured them through unfair trade practices and in
13 violation of state law;

14 C. Award to Plaintiffs and each member of the Class restitution;

15 D. Order that Defendants be enjoined from engaging in unfair and/or deceptive
16 acts or practices, as set forth in this Complaint;

17 E. Order that Defendants be enjoined to publish notice of the truth regarding
18 the Book;

19 F. Award Plaintiffs and the members of the Class the costs of suit and
20 attorneys' fees; and

21 G. Award all other relief to which Plaintiffs and Class members may be
22 entitled at law or in equity.

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Respectfully submitted,
Kafchoim | S A L A H


Amber S. Healy
Attorneys for Plaintiff

Dated: January 12, 2006