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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

LILLIAN BENN, an individual,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,
a California corporation; MELODY
SLOAN MOSLEY, P.C., an organization
form unknown,

Defendants.

Case No. 5:21-cv-01584-JFW-SPx

The Hon. John F. Walter
Courtroom 7A

**AMENDED STATEMENT OF
DECISION GRANTING
ALLSTATE INSURANCE
COMPANY'S MOTION FOR
PARTIAL JUDGMENT ON THE
PLEADINGS**

1 **ORDER OF THE COURT**

2 The Court has considered Allstate’s motion for partial judgment on the
3 pleadings, Lillian Benn’s opposition, and Allstate’s reply. For the reasons stated in
4 Allstate’s motion and good cause appearing, the Court grants the motion and enters
5 judgment in Allstate’s favor on the fourth claim for relief.

6 **I. ALLEGATIONS IN THE COMPLAINT**

7 On February 7, 2019, Benn discovered an alleged vandalism and theft to a
8 storage unit where she kept personal property items. (Complaint, ECF No. 1-2 at ¶¶
9 14-15.) At the time of the incident, Benn insured her personal property through
10 Allstate. (Id. ¶¶ 11-13).

11 Benn reported the claim. (Id. at ¶ 16.) Allstate then raised questions about
12 items claimed as stolen or vandalized that she failed to schedule in her bankruptcy
13 filings. (Id. at ¶ 18.) Allstate also raised questions regarding Benn’s financial
14 condition. (Id. at ¶ 20.)

15 Benn further alleges that Allstate informed her that a witness saw her on a
16 security camera damaging one of her items on the date of the loss. Benn alleges that
17 the actual footage of this incident did not exist at the time of her claim. (Id. at ¶ 21.)
18 Allstate then denied her claim. (Id. at ¶22.)

19 **II. STANDARDS FOR JUDGMENT ON THE PLEADINGS**

20 Allstate may seek judgment on the pleadings once they have closed. Fed. R.
21 Civ. P. 12(c). Allstate’s motion is “properly granted when, taking all allegations in
22 the pleading as true, [Allstate] is entitled to judgment as a matter of law.” *Enron Oil*
23 *Trading & Transp. Co. v. Walbrook Ins. Co.*, 132 F.3d 526, 528 (9th Cir. 1997).

24 “In a motion for judgment on the pleadings, the Court may consider
25 information ‘contained in materials of which the court may take judicial notice’ and
26 documents attached to the complaint.” *See Mays v. Wal-Mart Stores, Inc.*, 354 F.
27 Supp. 3d 1136, 1141 (C.D. Cal. 2019) (quoting *Heliotrope Gen., Inc. v. Ford Motor*
28

1 Co., 189 F.3d 971, 981 n.18 (9th Cir. 1999) and citing *United States v. Ritchie*, 342
2 F.3d 903, 908 (9th Cir. 2003)).

3 In this respect, a Rule 12(c) motion is “functionally equivalent” to a motion to
4 dismiss under Rule 12(b)(6); the same legal standard applies. *Harris v. County of*
5 *Orange*, 682 F.3d 1126, 1131 (9th Cir. 2012); *Morsa v. Facebook, Inc.*, 77 F. Supp.
6 3d 1007, 1010 (C.D. Cal. 2014), *aff’d*, 622 F. App’x 915 (Fed. Cir. 2015). Although
7 the Court must accept material factual allegations as true in a Rule 12(b)(6) or Rule
8 12(c) motion, it is not required to accept as true legal conclusions that are couched
9 as factual allegations. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).

10 Under a Rule 12(c) motion, a claim for relief may be dispensed with based
11 on: (1) no cognizable legal theory; or (2) insufficient facts to support a cognizable
12 legal claim. *Mays v. Wal-Mart Stores, Inc.*, 354 F. Supp. 3d 1136, 1141 (C.D. Cal.
13 2019); *Id.* (“[I]t is common to apply Rule 12(c) to individual causes of action.”
14 (internal quotation marks omitted)). Both apply here.

15 **III. BENN’S FOURTH CAUSE UNDER BUSINESS AND PROFESSIONS**
16 **CODE § 17200 FAILS AS A MATTER OF LAW**

17 Benn’s fourth cause of action for violation of the Business and Professions
18 Code section 17200 fails to state a claim for several independent reasons.

19 **A. Benn Has an Adequate Legal Remedy**

20 Benn has an adequate remedy at law, and therefore, cannot pursue her claim
21 for equitable relief. Section 17200 is not “an all-purpose substitute for a tort or
22 contract action.” *Cortez v. Purolator Air Filtration Prods. Co.*, 23 Cal. 4th 163, 173
23 (2000); accord *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134, 1150-
24 51 (2003). Rather, it provides for equitable relief only. *See Cel-Tech*
25 *Communications, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163, 179 (1999).

26 An adequate legal remedy precludes a party from seeking equitable relief.
27 *Knox v. Phoenix Leasing Inc.*, 29 Cal. App. 4th 1357, 1365 (1994) (“Equity is
28 ordinarily meant to operate in these situations [citation omitted], but its operation is

1 subject to the principle that ‘equity follows the law.’”) (quoting *English v. Olympic*
2 *Auditorium*, 217 Cal. 631, 641 (1933); *E.A. Taliaferro v. Dorothy Taliaferro*, 144
3 Cal. App. 2d 109, 113 (1956) (“There being an available legal remedy equitable
4 relief is not available, and the complaint, therefore, does not state a cause of action
5 for equitable relief”); *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 381, 112
6 S.Ct. 2031, 2035 (1992) (“It is a ‘basic doctrine of equity jurisprudence that courts
7 of equity should not act . . . when the moving party has an adequate remedy at law
8 and will not suffer irreparable injury if denied equitable relief.’ ”); *Walters v. Reno*,
9 145 F.3d 1032, 1048 (9th Cir. 1998) (“Injunctive relief is proper only if monetary
10 damages or other legal remedies will not compensate the plaintiffs for their
11 injuries.”)

12 Therefore, to maintain a cause of action for equitable relief, a plaintiff must
13 plead facts “showing that the wrongful act constitutes an actual or threatened injury
14 to property or personal rights which cannot be compensated by an ordinary damage
15 award.” *Brownfield v. Daniel Freeman Marina Hosp.*, 208 Cal. App. 3d 405, 410
16 (1989).

17 This rule also applies to section 17200 claims. See *Prudential Home*
18 *Mortgage Co. v. Superior Court*, 66 Cal. App. 4th 1236, 1250 (1998). In
19 *Prudential*, the plaintiffs alleged a violation of section 17200 and sought equitable
20 relief. The defendants argued that the availability of equitable relief under section
21 17200 “is subject to fundamental equitable principles, including inadequacy of the
22 legal remedy.” *Id.* at 1249. The court agreed, finding that the legal remedies
23 available to the plaintiffs were adequate, “thus precluding equitable relief under the
24 Business and Professions Code.” *Id.* at 1250; see also William Stern, *Business &*
25 *Professions Code Section 17200 Practice* § 5:239 (Rutter Group 2021) (“If plaintiff
26 has an adequate remedy at law, that could provide a defense to a UCL injunction or
27 restitution claim. That is because the remedies under the UCL involve the exercise
28 of the court's equitable powers. Hence, as with any equitable claim, a plaintiff must

1 show that he or she has no adequate remedy at law”) (citations omitted); *Redding v.*
2 *St. Francis Med. Ctr.*, 208 Cal. App. 3d 98, 107 (1989) (holding that the normal
3 process of determining availability of injunctive relief is employed under section
4 17200).

5 Benn raises a number of unpersuasive arguments to the contrary.

6 First, Benn alleges that obtaining damages from Allstate for breach of
7 contract and bad faith does not prevent Allstate from interacting in a similar fashion
8 with other insureds. (Opp. 6:21-22; 17:6-9). Yet, to the extent those other insureds
9 are damaged, they can also be made whole through claims for breach of contract or
10 bad faith. Or, if some insured has a harm that cannot be addressed through a normal
11 damage award, he or she is free to seek UCL relief.

12 Second, Benn cites several cases for the proposition that a bad faith claim
13 may, in some cases, support a UCL claim. E.g., *Zhang v. Sup. Ct.*, 57 Cal. 4th 364,
14 384 (2013); *Mass. Mutual Life Ins. v. Superior Ct.*, 97 Cal.App.4th 1282, 1285
15 (2002); *State Farm Fire Casualty Co. v. Superior Court*, 45 Cal.App.4th 1093, 1099
16 (1996); *State Farm Fire and Casualty Co. v. Sup. Ct. (Allegro)*, 45 Cal. App. 4th
17 1093, 1098 (1996); *Troyk v. Farmers Group, Inc.*, 171 Cal.App.4th 1305, 1314
18 (2009). (Opp. 11:3-17:2).

19 An insurance dispute case can raise facts that cannot be addressed through a
20 normal remedy at law. And that was the case in most of the cases that plaintiff
21 relies upon. E.g., *Zhang*, 57 Cal.4th at 378 (“Zhang’s UCL claim is premised on
22 allegations of false advertising.”); *Mass. Mutual Life Ins.*, 97 Cal.App.4th at 1285
23 (life insurance product failed to provide “a guaranteed return on accumulated
24 premium”); *Troyk*, 171 Cal.App.4th at 1314 (insurer’s service charge was a hidden
25 premium not stated in the policy in violation of Insurance Code section 381(f));
26 *Kapsimallis v. Allstate Ins. Co.*, 104 Cal.App.4th 667, 669 (2002) (homeowners had
27 claims denied under the one-year statute of limitations following the Northridge
28 earthquake and could not obtain relief for late discovered damage without relief

1 from the deadline); *Gallimore v. State Farm Fire Casualty Ins. Co.*, 102
2 Cal.App.4th 1388, 1392 (2002) (alleged violations of California Department of
3 Insurance market conduct examinations); *Wilner v. Sunset Life Insurance Company*,
4 78 Cal.App.4th 952, 961 (2000) (Life insurance company “failed to disclose . . . that
5 in purchasing new policies they would lose substantial cash values, accumulation
6 account values, pay new and significant commission charges, be subject to new
7 contestability clauses, cash surrender charges, and pay more for insurance at an
8 older insurable age.”); *Notrica v. State Comp. Ins. Fund*, 70 Cal.App.4th 911, 944
9 (1999) (workers’ compensation insurer refused to grant required access to claim
10 files, communicate with insured representatives or properly set reserves).

11 Alternatively, Benn’s cases addressed unrelated issues. E.g., *Donabedian v.*
12 *Mercury Ins. Co.*, 116 Cal.App.4th 968, 972 (2004) (“The question on appeal is
13 whether Proposition 103 permits a person to maintain a civil action under the UCL
14 where the complaint alleges that an insurer has used an applicant's absence of prior
15 insurance, in and of itself, in determining premiums, a discount for good driving, or
16 insurability.”); *Allegro*, 45 Cal.App.4th at 1099 (“the bar against *statutory* bad faith
17 claims announced in *Moradi-Shalal v. Fireman's Fund Ins. Companies* (1988) 46
18 Cal.3d 287 (*Moradi-Shalal*)” did not preclude other types of bad faith claims.”)
19 (*italics in original*). None of these cases are remotely similar to this case.

20 Third, Benn cites other authorities for the proposition that the UCL claim
21 provides cumulative relief. For example, in *Estakhrian v. Obenstine*, 233 F. Supp.
22 3d 824, 846 (C.D. Cal. 2017), the court allowed the plaintiffs to seek both injunctive
23 relief under the UCL claim and damages under different causes of action. Yet, there
24 was no allegation raised that the plaintiffs’ injuries could not be addressed through
25 an award of damages. That case involved a Nevada class action where homeowners
26 had no other way to recover monies paid to a condominium developer that defaulted
27 on its construction loan, which in turn forced the mortgage company to begin
28 foreclosure proceedings. *Id.* at 829. Nothing remotely similar is alleged here.

1 Benn’s breach of contract claim allows her to seek legal remedies such as
 2 damages, if any, and the bad faith claim allows her to seek legal remedies such as
 3 damages for emotional distress, attorneys’ fees, and punitive damages. As a result,
 4 Benn has an adequate remedy at law, and the Court dismisses the fourth cause of
 5 action for equitable relief under Business and Professions Code section 17200.

6 **B. Benn’s Request for an Injunction is Moot and Impossible**

7 Even if Benn did not have an adequate remedy at law – she does – she fails to
 8 state a claim for injunctive relief. “An injunction properly issues only where the
 9 right to be protected is clear, injury is impending and so immediately likely as only
 10 to be avoided by issuance of the injunction.” *East Bay Mun. Utility Dist. v. Dept. of*
 11 *Forestry & Fire Protection*, 43 Cal. App. 4th 1113, 1126 (1996). “Injunctions should
 12 not be granted as punishment for past acts.” *Cisneros v. U.D. Registry, Inc.*, 39 Cal.
 13 App. 4th 548, 574 (1995) (quoting *Choice-in-Educ. League v. Los Angeles Unified*
 14 *Sch. Dist.*, 17 Cal. App. 4th 415, 422 (1993). Furthermore, “[a] complaint for an
 15 injunction which alleges only general conclusions, not warranted by any pleading of
 16 facts, does not state a cause of action to enjoin the acts complained of.” *E.H. Renzel*
 17 *Co. v. Warehousemen’s Union*, 16 Cal. 2d 369, 373 (1940) (emphasis added); *Leach*
 18 *v. City of San Marcos*, 213 Cal. App. 3d 648, 661 (1989) (same). See also *McKay v.*
 19 *Retail Auto. Salesmen’s Local Union*, 16 Cal. 2d 331 (1940) (“It is a fundamental
 20 principle that the drastic sanction of equity may not be invoked without a detailed
 21 showing of specific facts justifying such relief.”).

22 Benn does not plead any facts showing any impending threatened injury.
 23 Rather, she alleges fact regarding events that have already happened in the handling
 24 of her own claim. (Complaint, ECF No. 1-2 at ¶¶ 14-22.) Therefore, it will be
 25 impossible to implement an injunction for Allstate’s past conduct. Because there
 26 are no ongoing acts alleged in the Complaint, the request for an injunction is moot.
 27 See *Gold v. Los Angeles Democratic League*, 49 Cal. App. 3d 365, 372 (1975)
 28 (dismissing request for injunction because the acts in controversy were completed

1 before the complaint was filed); *Nachum v. Allstate Ins. Co.*, 1997 WL 580522, *8
 2 (C.D. Cal. July 21, 1997) (dismissing request for an injunction regarding an
 3 insurance claim because the claim was closed and the issue was moot).

4 In addition, Benn has not alleged with specificity any type of ongoing
 5 conduct. “[T]he rule for drafting a pleading which asks for the interposition of
 6 equitable relief demands a statement of the specific facts upon which relief is
 7 sought. Inferences, generalities, presumptions, and conclusions have no place in
 8 such a pleading.” *Bank of America v. Williams*, 89 Cal.App.2d 21, 24 (1948). *See*
 9 *also E.H. Renzel*, 16 Cal. 2d at 373 (complaint which alleges only general
 10 conclusions, unsupported by pleaded facts, does not state a cause of action for
 11 injunctive relief). Put simply, Benn must plead facts showing the specific acts
 12 Allstate is currently taking or threatening to take that she wants the Court to enjoin.
 13 But the only specific facts set forth in the Complaint concern the prior handling of
 14 her own claim.

15 Because the proposed injunction is moot and impossible to implement, the
 16 claim for injunctive relief fails to state a claim for which relief can be granted.

17 **C. Benn Cannot Seek Either Damages or Disgorgement**

18 Benn is really seeking monetary damages under her UCL claim. Under her
 19 UCL cause of action, she alleges, “As a direct and proximate result of the conduct of
 20 Defendants, and each of them, Plaintiff has suffered *loss of policy benefits* in an
 21 amount to be proven at trial.” (italics added). (Complaint, ECF No. 1-2 at ¶ 44.)
 22 But monetary relief is limited to the restoration of money or property. The
 23 California Supreme Court recently clarified the meaning of restoration as:

24 return[ing] money obtained through an unfair business
 25 practice to those persons in interest from whom the
 26 property was taken, that is, to persons who had an
 ownership interest in the property or those claiming
 through that person.

1 *Korea Supply Co.*, 29 Cal. 4th at 1144-45. “The object of restitution is to restore the
2 status quo by returning to the plaintiff funds in which he or she has an ownership
3 interest.” *Id.* at 1149.

4 Thus, there is a fundamental distinction between restitution, which is allowed,
5 and damages, which are not. The term “damages” describes “a payment made to
6 compensate a party for injuries suffered,” whereas “restitution” takes place when
7 “[t]he defendant is asked to return something he wrongfully received; he is not
8 asked to compensate the plaintiff for injury suffered as a result of his conduct.”
9 *Jaffe v. Cranford Ins. Co.*, 168 Cal.App.3d 930, 935 (1985).

10 In *Day v. AT&T Corp.*, 63 Cal. App. 4th 325, 328 (1998), the plaintiffs
11 brought a section 17200 claim seeking “disgorgement of all ‘ill-gotten profits.’”
12 The plaintiffs alleged the defendants acted deceptively by selling prepaid phone
13 cards without revealing to the “consumer, prior to the purchase, that calls made with
14 those cards are, in fact, rounded up to the next higher minutes.” *Id.* at 329. The trial
15 court dismissed the complaint and the plaintiffs appealed.

16 On appeal, the *Day* court discussed and rejected the plaintiffs’ prayer for so
17 called “disgorgement” of the defendants’ profits. The court acknowledged that
18 section 17203 “provides for the ‘restoration’ of money or property acquired by
19 means of unfair competition.” *Id.* at 338. However, the court explained:

20 We think it significant that the Legislature chose to use the
21 word ‘restore’ in labeling that which an offending
22 defendant may be ordered to do. The verb, as defined by
23 the Oxford English Dictionary, means ‘[t]o give back, to
make return or restitution of (anything previously taken
away or lost).’

24 *Id.* at 338 39 (citation omitted). Thus, the court held:

25 [T]he notion of restoring something to a victim of unfair
26 competition includes two separate components. The
27 offending party must have obtained something to which it
was not entitled and the victim must have given up
something which he or she was entitled to keep.

1 *Id.* at 340 (emphasis added). This was not the case in *Day* because “once the
2 [phone] cards were purchased and used, the members of the public received exactly
3 what they paid for.” *Id.* at 339. Accordingly, the court held that the plaintiffs “may
4 not seek to recover any money from the respondents, whether they label their
5 request one for disgorgement or otherwise.” *Id.* at 337.

6 Likewise, in *Baugh v. Columbia Broadcasting System, Inc.*, 828 F. Supp. 745
7 (N.D. Cal. 1993), the court emphasized the critical distinction between damages and
8 restitution, holding that a plaintiff cannot recast a damages claim as a request for
9 restitution merely to fall within the confines of section 17200. In *Baugh*, the
10 plaintiffs were victims of domestic violence who had been filmed by a television
11 camera crew in their homes. The plaintiffs sued the broadcaster under section
12 17200, purporting to seek “restitution.” In granting defendants’ motion to dismiss
13 the section 17200 claim, the court explained:

14 [Section] 17203 authorizes injunctions and restitutionary
15 relief, but not damages. Plaintiffs argue that they are not
16 seeking damages but are merely seeking restitutionary
17 relief reflecting the value of what was taken from them.
18 This theory is not plausible. Plaintiffs are seeking a
19 remedy for the embarrassment and emotional distress
20 caused by Defendants’ publication of the incident at her
21 home. . . . Under Plaintiffs’ approach, any damage claim
22 could be converted into an argument for restitution.
23 [Section] 17203 plainly did not intend such a result.

24 *Id.* at 757-758.

25 In short, the *sine qua non* of a claim for restitution under section 17200 is that
26 (1) the defendant obtained something to which it was not entitled and (2) the
27 plaintiff gave up something which he or she was entitled to keep. *Day*, 63 Cal. App.
28 4th at 340. In such cases, the court may exercise its equitable power and order the
defendant to give back that which was wrongfully acquired.

Benn claims that she is seeking to disgorge profits. (Complaint, ECF No. 1-2
at ¶ 46.) She does not, however, allege that Allstate wrongfully took anything from
her that it was not entitled to keep. *Zhang*, 57 Cal.4th at 371 (“Restitution under

1 [Business and Professions Code] section 17203 is confined to restoration of any
2 interest in ‘money or property, real or personal, *which may have been acquired by*
3 *means of such unfair competition.*’) (Italics added). The only thing that Allstate
4 obtained from her was her premium payments for her policy. (Opp. 18:22). And if
5 Allstate were forced to return its premiums, there would be no consideration for the
6 insurance policy to exist: “payment of a premium constitute[s] the consideration for
7 the policy.” *Lloyd v. Franklin Life Ins. Co.*, 245 F.2d 896, 900 (9th Cir. 1957).

8 More importantly, there is nothing unlawful about the collection of premiums.
9 Without the collection of premiums, there would be no insurance policy.

10 Benn’s real claim is that she suffered a “loss of policy benefits.” (Complaint,
11 ECF No. 1-2 at ¶ 44). Yet, as aptly explained in *Baugh*, if redress for such ordinary
12 legal damages could be characterized by plaintiff as “restitution,” then “any damage
13 claim could be converted into an argument for restitution.” 828 F. Supp. at 757-58.
14 “[Section] 17203 plainly did not intend such a result.” *Id.*

15 Because monetary damages are not recoverable under the Business and
16 Professions Code, and that is what Benn is really seeking, the cause of action fails to
17 state a claim.

18 **D. Benn Seeks an Injunction That the Law Does Not Allow and Which**
19 **Cannot Work**

20 The fourth reason why this Court should grant Allstate’s motion for judgment
21 on the pleadings is because the injunction Benn seeks is unworkable as it attempts to
22 enjoin a breach of contract, is impermissibly vague, and would call for detailed or
23 day-to-day judicial supervision of regulated commercial activity.

24 ***1. Benn is Trying to Enjoin a Breach of Contract***

25 To the extent Benn argues that her Business and Professions Code claim is
26 really an attempt to enjoin future breaches of contracts between Allstate and its
27 policyholders in future disputes, California law precludes such an injunction.

28 California law precludes a court from ordering an injunction to prevent the breach of

1 a contract. Code Civ. Proc. § 526(b)(5); *Thayer Plymouth Center, Inc. v. Chrysler*
 2 *Motors Corp.*, 255 Cal. App. 2d 300, 303-04 (1967) (court cannot grant injunction
 3 prohibiting manufacturer from breaching its contract with a distributor).

4 **2. The Court Should Decline to Exercise Its Equity Jurisdiction**

5 In a motion for judgment on the pleadings, a court may decline to exercise its
 6 equity jurisdiction if the effect of entering an injunction or other relief would call for
 7 detailed or day to day judicial supervision of regulated commercial activity. *Natural*
 8 *Res. Def. Council, Inc. v. U.S. E.P.A.*, 966 F.2d 1292, 1300 (9th Cir. 1992)
 9 (“Injunctive relief may be inappropriate where it requires constant supervision.”);
 10 *Harris Const. Co., Inc. v. Tulare Local Healthcare Dist.*, 2013 WL 6576034 (E.D.
 11 Cal. Dec. 13, 2013) (“This Court is unable to monitor constantly project
 12 construction and financing as [plaintiff] seeks. This Court is not, and cannot be, an
 13 account manager for the project.”); *Trantham v. Henry Cnty. Sheriff’s Office*, 2011
 14 WL 863498 (W.D. Va. Mar. 10, 2011) (“The Plaintiff offers no suggestions as to
 15 what criteria the Court could use to determine whether the police, hospital, and law
 16 firm are investigating satisfactorily and no criteria is readily apparent to the Court.
 17 Furthermore, an order like the one Benn seeks would require very extensive Court
 18 supervision-yet another reason why equitable relief is not available to this
 19 Plaintiff.”) aff’d, 435 F. App’x 230 (4th Cir. 2011); *Madani v. Equilon Enterprises*
 20 *LLC*, 2009 WL 2148664 (C.D. Cal. July 13, 2009) (“Courts are ill-equipped to
 21 engage in what inevitably would require on-going micro-management of complex
 22 business affairs.”); *Trevino v. Lassen Mun. Util. Dist.*, 2009 WL 385792 (E.D. Cal.
 23 Feb. 13, 2009) (“[T]he court disfavors injunctions that would require supervision
 24 from the court for many years or for an indefinite period.”); *Bray v. Safeway Stores,*
 25 *Inc.*, 392 F. Supp. 851, 868 (N.D. Cal. 1975) (“It has long been settled that a court
 26 shall not issue an injunction that would be inconvenient or inefficient to
 27 administer.”); *Desert Healthcare Dist. v. PacifiCare FHP, Inc.*, 94 Cal.App.4th 781,
 28 796 (2001) (supervision of injunction in health care field “would pull the court deep

1 into the thicket of the health care finance industry, an economic arena that courts are
2 ill-equipped to meddle in”).

3 Here, fashioning injunctive relief and regulating disputes between Allstate
4 and its policyholders would be an administrative nightmare. Benn wants the Court
5 to issue an injunction apparently requiring Allstate to handle claims in good faith. It
6 is difficult to imagine how a court would write – let alone enforce – an injunction
7 that (i) applies indefinitely; (ii) applies to thousands of future, individual insurance
8 claims; and (iii) mandates, however vaguely, the manner in which these individual
9 claims will be adjusted. There is no precedent for such an injunction. The Court
10 declines to exercise its equitable jurisdiction where, as here, the relief requested
11 would embroil the Court in policing a member of a heavily-regulated industry
12 through its equitable powers.

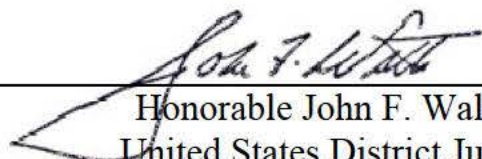
13 **IV. CONCLUSION**

14 As set forth above, Benn’s UCL claim fails because she has an adequate
15 remedy of law, and her proposed UCL remedies are inappropriate. Thus, the Court
16 grants Allstate’s motion as to the fourth claim for relief.

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IT IS SO ORDERED.

Dated: October 29, 2021



Honorable John F. Walter
United States District Judge