

**Bryan D. Fisher, LLC**

**Fisher Injury Lawyers**

Clifford R. Tucker, NY, NJ, EDNY

Bryan D. Fisher, LA Bar No.: 20812 & TX Bar No.: 24085913 (Pending *Pro Hac Vice* approval)

Thomas J. Fisher, TX Bar No.: 07064500 (Pending *Pro Hac Vice* approval)

6715 Perkins Road

Baton Rouge, LA 70808

[Clifford@fisherinjurylawyers.com](mailto:Clifford@fisherinjurylawyers.com)

[Bryan@fisherinjurylawyers.com](mailto:Bryan@fisherinjurylawyers.com)

[Tommy@fisherinjurylawyers.com](mailto:Tommy@fisherinjurylawyers.com)

Tel: 718-803-1234

Fax: 225-612-6813

Attorneys for, and *Pro Hac Vice* Attorneys for, Plaintiffs and the Proposed class

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

Charles Salameno, Maria-Angela Sanzone,  
and John Jensen on behalf of themselves and  
all others similarly situated,

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiffs

Case No. 1:16-cv-00487

-against-

Hon.

GOGO INC. and GOGO LLC

ECF Case:

Defendants

-----X

1. Plaintiffs Charles Salameno (“Salameno”), Maria-Angela Sanzone (“Sanzone”) and John Jensen (“J. Jensen”) (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated throughout the United States (the “class” and “Subclass” as further defined below), by and through their undersigned attorneys, hereby complain and allege as follows:

**INTRODUCTORY STATEMENT**

2. Plaintiffs incorporate by reference and re-allege with the same force and effect all paragraphs previously alleged herein.

3. Businesses, with many times the money and power of individuals, must maintain a fair marketplace where trust, not deception, prevails to protect consumers and prevent unfairness, fraud, and abuse. See Exhibit “A”.

4. Gogo LLC and Gogo Inc. (collectively “Gogo” or “Defendants”) advertise and sell passes, subscriptions, and plans (“products”) to consumers who wish to connect to the internet, access in-flight entertainment, text message, use voice communication, or access Defendants’ other communication-related services while on airplane flights throughout the United States. Defendants represent to the public that their products give consumers continuous, reliable, secure, and safe communications services, which are comparable to ground-based communications services, all while in flight throughout the United States.

5. Defendants revealed to the United States Securities and Exchange Commission and the Federal Communications Commission, however, that their products are inherently limited, unreliable, not continuous, and cannot be compared, at all, to communications services on the ground. Furthermore, Defendants’ intentionally designed their network to have the capacity to uncover more of their user’s information than necessary under federal law. Despite knowing their network’s exceeding ability to uncover consumer information, Defendants undermined computer programs designed to keep their consumers’ communications of sensitive information secure and private.

6. Defendants exposed consumers and the public to misleading representations about their products, led consumers to buy the products, but provided much less than what consumers reasonably expected to buy. Moreover, consumers’ use, or attempted use, of Defendants’ products exposed consumers’ sensitive communications and identifying information to malicious spying, tampering, and theft.

7. Plaintiffs Charles Salameno, Maria-Angela Sanzone, and John Jensen bring this action, on their own behalves, on behalf of a nationwide class of consumers, and on behalf of a New York subclass of consumers to seek redress for Defendants' deception, unfairness, fraud, and abusive practices as described herein.

### **JURISDICTION AND VENUE**

8. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

9. This Court has jurisdiction over the subject matter of this action by virtue of diversity of citizenship. Plaintiffs are citizens of Ohio, New York, and Washington and Defendants, by their principal places of business, are citizens of Illinois.

10. In addition, pursuant to the class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb. 18, 2005) ("CAFA"), under 28 U.S.C. § 1332(d)(2), this Court has jurisdiction over all class actions where "any member of a class of plaintiffs is a citizen of a state different from any defendant and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs." Because the proposed class that Plaintiffs seek to represent includes residents from all fifty states, the class necessarily includes citizens from states other than the states where Defendants are citizens. The amount in controversy exceeds \$5,000,000 because Defendants' have sold their products to as many consumers as fly on Defendants' 2,000 or more equipped commercial aircraft on over ten (10) major airlines.

11. This Court has personal jurisdiction over Defendants because Defendants regularly conduct business in New York, have sufficient minimum contacts with New York, and/or otherwise intentionally avail themselves of the laws and markets of New York through ownership of business property, and the promotion, sale, marketing, and/or distribution of Defendants' products in New York. Further, Plaintiffs' claims arise out of Defendants' conduct within New York since

Plaintiffs Salemeno, Sanzone and other class members purchased Defendants' products at, or while flying to or from, John F. Kennedy International Airport and/or LaGuardia Airport, located in the County of Queens, within the City and State of New York.

12. Venue is proper in the Eastern District of New York by virtue of 28 U.S.C. § 3191. A substantial part of all the events or omissions giving rise to Plaintiffs Salameno's and Sanzones' claims occurred within this District. In particular, and as set forth more fully below, Plaintiffs Salameno and Sanzone (and countless other members of the proposed class) purchased Defendants' products while in airports located within the Eastern District of New York, namely John F. Kennedy International Airport and LaGuardia Airport.

### **THE PARTIES**

13. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

14. Plaintiff Charles Salameno is citizen of the State of Ohio, who resides at 108 Becker Lane, Marietta, Ohio 45750.

15. Plaintiff Maria-Angela Sanzone is a citizen of the State of New York who resides at 303 Tenth Avenue, Unit 8B, New York, New York 10001.

16. Plaintiff John Jensen is a citizen of the State of Washington, who resides at 8555 135<sup>th</sup> Ave. SE, Newcastle WA 98059.

17. Defendant Gogo LLC is an operating subsidiary of Gogo Inc., a public company. Gogo LLC is a Delaware company based in Chicago, Illinois. Defendants sell products to access their aero-communication services (including but not limited to inflight internet, inflight entertainment, voice communication, video streaming, and broadband network connectivity) to travelers on various airlines. Defendant Gogo LLC's business address is 111 N. Canal St., Suite 1500, Chicago, Illinois 60606.

18. Defendant Gogo Inc. is the parent corporation of Gogo LLC. Defendant Gogo Inc. is incorporated in Delaware with its headquarters in 111 N. Canal St., Suite 1500, Chicago, Illinois 60606. According to the 10-Q quarterly report that Gogo Inc. filed with the United States Securities and Exchange Commission (SEC), for the quarterly period ended June 30, 2015, “Gogo Inc. is a holding company, which through its operating subsidiaries is a provider of in-flight connectivity and wireless in-cabin digital entertainment.”

### **FACTUAL ALLEGATIONS**

19. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

20. Defendants claim to provide “in-flight internet, entertainment, text messaging, voice, and a host of other communications-related services” to the commercial and business aviation markets (hereinafter referred to as “aero-communication services”). Defendants have the “largest number of aircraft online” with “more than 2,000 commercial aircraft equipped with its service on more than 10 major airlines.” Exhibit “B”. Defendants provide communications-related services to consumers flying Air Canada, Air Alaska, American Airlines, Delta Air Lines, Japan Airlines, United Airlines, U.S. Airways, Virgin Atlantic, Aero Mexico, and Virgin America.

21. Defendants profit by selling their products--passes, subscriptions, and plans to consumers to access Defendants’ aero-communications services while in flight. Defendants’ products are a “limited license” for consumers to access Defendants’ network of aero-communications services while flying.

22. Defendants describe, advertise, and market their products on their website, through airline companies, and in the news.

23. Defendants lead consumers to buy their products through Defendants’ website.

24. Defendants, on their website, make the following representations (“Defendants’ representations” or “representations”) to consumers:

A. That one of Defendants’ products provides consumers with “60 minutes of continuous access on any single domestic Gogo equipped flight with any participating airline,” See e.g. Exhibit “C”;

B. Defendants’ products can offer “continuous access,” See e.g. Exhibit “D”

C. Defendants tell consumers to “24 hours of continuous access on any domestic Gogo equipped flight on any single participating airline,” See e.g. Exhibit “E”

D. Defendants tell consumers to “stay connected with 24 hours of continuous access on Gogo equipped flights to the same airline,” See e.g. Exhibit “F”;

E. That one of Defendants’ products provides consumers with “monthly unlimited internet,” See e.g. Exhibit “G”

F. A video on Defendants’ website narrates: “Gogo has built an uninterrupted network in the sky over the entire continental United States... With nothing but airspace between these towers and your plane, you’re always getting the best connection ... you can rest assured that it is reliable and safe.... I can’t wait for 10,000 feet”;

G. In addition to Defendants’ website video saying as much, Defendants tell consumers that their products are “reliable and safe,” See e.g. Exhibit “H”

H. Defendants’ map displaying their products’ “North American coverage,” See e.g. Exhibit “I”

I. Regarding Defendants’ products’ speed: “Is Gogo fast? Is the sky blue? The Gogo experience is best compared to mobile broadband service on the ground —

except with a whole lot more altitude. All you need is a Wi-Fi enabled device, a Gogo account, and a burning desire to access exclusive in-air experiences available only on Gogo,” See e.g. Exhibit “J”

J. Regarding their products’ security: “SSL-encrypted websites or pages can generally be securely accessed through the Gogo Inflight Service. These sites are usually indicted (sic) by ‘https’ and a ‘lock’ icon in the address field. The Gogo purchase path is secured with SSL encryption (sic) for example.” See e.g. Exhibit “K”

25. Defendant GOGO INC.’s 10-K form for the fiscal year ended on December 31, 2014, submitted to the SEC states:

“Our ATG network is inherently limited by the spectrum licensed and we are currently experiencing capacity constraints in the United States, particularly on certain flights where demand for our service is high and certain routes on which a number of aircraft are within range of the same cell site at one time, and we expect demand to continue to increase in the United States as penetration rates increase and our service becomes available on more aircraft.”

26. Defendant GOGO INC.’s 10-Q form to the SEC for the quarterly period ending on September 30, 2015 states, “There have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014 as filed with the SEC on February 27, 2015.”

27. An August 26, 2015 online Bloomberg Business article titled, “Why Gogo's Infuriatingly Expensive, Slow Internet Still Owns the Skies” quotes:

A. Former Gogo user and health-care executive Manuel Hernandez that: “The service is so unreliable at this point that I don’t get a good enough ROI to spend \$60 a month to maybe be able to download my e-mails.”

B. Pharmaceutical executive and frequent flyer Keith Lockwood that “They’ve got a monopoly, and they just don’t care.”

C. Gogo CEO Michael Small that, “One of the reasons we get a bad rap out there sometimes is people compare what we do in the sky to the ground and just wonder why isn’t it the same.”

D. Andrew De Gasperi, an analyst at Macquarie Group that: “The airlines have plenty of choices,” “It’s just that the passenger, who is the one who uses it, does not.”

28. Defendants were, and are, aware that SSL and TLS are cryptographic protocols intended and designed to secure users’ communications made over the internet.

29. Defendants were, and are, aware that the purpose of the SSL protocol is to provide privacy, security, and reliability to users communications made over the internet.

30. Defendants intentionally designed their network’s ability to reveal more of their consumers’ information than is required under the Communications Assistance for Law Enforcement Act (“CALEA”). See Exhibit “L”

31. On January 2, 2015, Google engineer Adrienne Porter Felt tweeted “hey @Gogo, why are you issuing \*.google.com certificates on your planes.” See Exhibit “M”

32. Defendants issued fake SSL certificates.

33. Defendants’ decision to issue fake SSL certificates needlessly exposed consumers’ communications, of personal and vital information like credit card numbers and sign-up personally identifying information, to malicious hacking, tampering, theft, and spying.

#### **PLAINTIFF CHARLES SALAMENO**

34. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.



35. Plaintiff Salameno visited Defendants' website before buying one or more of Defendants products for use on flights throughout the continental United States, including but not limited to, flights entering and exiting New York airports within this District.

36. On more than ten (10) different occasions during the class period, Plaintiff Salameno visited Defendants' website. Plaintiff Salameno was exposed to one or more of Defendants' representations on Defendants' website. Plaintiff Salameno justifiably relied on one or more of Defendants' representations.

37. On more than one occasion, Plaintiff Salameno purchased one or more of Defendants' products through Defendants' website by providing truthful personally identifying information and his credit card information.

38. On countless occasions for Plaintiff Salameno, the Defendants' products did not perform as represented or advertised. At various times, Defendants' products functioned so slowly as to be useless, disconnected entirely, suffered interruptions, and/or crashed. Moreover, unbeknownst to Plaintiff Salameno, use of Defendants products exposed Plaintiff Salameno's computer, mobile devices, and communications to spying, hacking, tampering, and theft.

**PLAINTIFF MARIA-ANGELA SANZONE**

39. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

40. Plaintiff Sanzone visited Defendants' website before buying one or more of Defendants products for use on flights throughout the continental United States, including but not limited to, flights entering and exiting New York airports within this District.

41. Plaintiff Sanzone was exposed to one or more of Defendants representations on Defendants' website. Plaintiff Sanzone was led to rely on Defendants' representations. Plaintiff Sanzone justifiably relied on one or more of Defendants' representations.

42. On more than one occasion during the class period, Plaintiff Sanzone purchased one or more of Defendants' products through Defendants' website by providing truthful personally identifying information and credit card information.

43. Approximately once per month for approximately three years, Plaintiff Sanzone tried to use one or more of Defendants' products. Plaintiff Sanzone purchased Defendants' products most frequently for use on flights to and from New York airports LaGuardia Airport and John F. Kennedy International Airport.

44. On countless occasions for Plaintiff Sanzone, the Defendants' products did not perform as represented or advertised. At various times, Defendants' products functioned so slowly as to be useless, disconnected entirely, suffered interruptions, and/or crashed. Moreover, unbeknownst to Plaintiff Sanzone, use of Defendants products exposed Plaintiff Sanzone's computer, mobile devices, and communications to spying, hacking, tampering, and theft.

45. As a result of one of the aforementioned problems with Defendants' products, Plaintiff Sanzone filed a complaint via email to Defendants regarding their products. Defendants gave Plaintiff Sanzone an access code for complimentary use of one of their products during another flight. On a flight leaving a New York airport, Plaintiff Sanzone tried to redeem her complimentary access using the code, but Defendants' product failed to function at all.

**PLAINTIFF JOHN JENSEN**

46. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

47. Plaintiff J. Jensen visited Defendants' website before buying one or more of Defendants products for use on flights throughout the continental United States.

48. Plaintiff J. Jensen was exposed to one or more of Defendants representations on Defendants' website. Plaintiff J. Jensen was led to rely on Defendants' representations. Plaintiff J. Jensen justifiably relied on one or more of Defendants' representations.

49. On more than one occasion during the class period, Plaintiff J. Jensen purchased one or more of Defendants' products by providing truthful personally identifying information and credit card information.

50. On countless occasions for Plaintiff J. Jensen, the Defendants' products did not perform as represented or advertised. At various times, Defendants' products functioned so slowly as to be useless, disconnected entirely, suffered interruptions, and/or crashed. At times, the Defendants' products would "spin" incessantly, not making any progress and not allowing him to access the benefit of any of Defendants' products. Moreover, unbeknownst to Plaintiff J. Jensen, use of Defendants products exposed Plaintiff J. Jensen's computer, mobile devices, and communications to spying, hacking, tampering, and theft.

51. On countless occasions for Plaintiff J. Jensen, the Defendants' products did not perform as represented or advertised. At various times for Plaintiff J. Jensen, Defendants' products functioned so slowly as to be useless, disconnected entirely, suffered interruptions, and/or crashed. Moreover, unbeknownst to Plaintiff J. Jensen, use of Defendants' products exposed Plaintiff J. Jensen's communications to spying, hacking, tampering, and theft.

#### **CLASS ALLEGATIONS**

52. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

53. Plaintiffs bring this action on behalf of themselves and a proposed national class (the "National class") consisting of all others similarly situated, defined as:

A. All legal and natural persons throughout the United States who, from January 30, 2010 up to and including the date of final judgment or amicable resolution of this action and approval thereof, were exposed to one or more of Defendants' representations; purchased Defendants' products for use on flights which occupied Federal Aviation Administration (FAA)-regulated United States airspace and/or flights which accessed or attempted to access any of Defendants' connectivity technology (including, but not limited to, cellular towers, satellites, modems, Wi-Fi antennas, wireless access points, servers, modulators or demodulators, adapters, radomes, and/or adapter plates); and who suffered injury due to the products' failure to function as represented and/or whose communications were exposed to malicious hacking, tampering or theft (hereinafter referred to as the "class" or "National class").

B. Excluded from the class are Defendants, any entity in which Defendants have a controlling interest, any officers or directors of Defendants, and the legal representatives, heirs, successors, and assigns of Defendants.

54. The aforementioned class contains within it the "New York subclass" consisting of all other similarly situated New York residents, defined as follows:

A. All legal and natural persons throughout the United States who, from January 30, 2010 up to and including the date of final judgment or amicable resolution of this action and approval thereof, were exposed to one or more of Defendants' representations; purchased Defendants' products for use on flights occupying New York airspace and/or flights which accessed or attempted to access connectivity technology (including, but not limited to, cellular towers, satellites, modems, Wi-Fi antennas, wireless access points, servers, modulators or

demodulators, adapters, radomes, and/or adapter plates) for the purpose of providing Defendants' communications-related services on flights throughout New York; and who suffered injury due to the products' failure to function as represented and/or whose communications were exposed to malicious hacking, tampering or theft (hereinafter referred to as the "subclass" and whose members are referred to as "subclass members").

B. Excluded from the New York subclass are Defendants, any entity in which Defendants have a controlling interest, any officers or directors of Defendants, and the legal representatives, heirs, successors, and assigns of Defendants.

55. All New York subclass members are necessarily members of the National class and are incorporated by reference to "class members" and any reference to the class or the class members.

56. Plaintiffs bring this action pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

### **NUMEROSITY**

57. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

58. class members and subclass members are so numerous and geographically dispersed that joinder of all members, whether otherwise required or permitted, is impracticable. On information and belief, there are thousands, if not millions, of consumers who are class and subclass members who have been damaged by, *inter alia*, Defendants' deceptive and misleading practices. By Defendants' own admission, Defendants provide their products for use on thousands of airplanes in North America. The precise number of class and subclass members and their addresses are

unknown to Plaintiffs but can be obtained from Defendants' records. class members can be notified of the pendency of this action by mail, supplemented by published notice if necessary.

**PREDOMINANCE**

59. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

60. The questions of law and fact common to the class members and subclass members which predominate over any questions which may affect individual class members include, but are not limited to:

- A. Whether Defendants violated General Business Law § 349 by making the aforementioned Defendants' representations to consumers and selling products which did not perform as represented.
- B. Whether the aforementioned Defendants' representations constitute false advertising under General Business Law §§ 350 and 350-a.
- C. Whether Defendants' failures to reveal material facts in light of Defendants' representations regarding its products constitute violations of General Business Law §§ 350 and 350-a.
- D. Whether Defendants' representations were made to the public and consumers at large.
- E. Whether Defendants' representations were likely to deceive reasonable consumers acting reasonably under the circumstances.
- F. Whether Defendants committed unlawful, fraudulent, and/or unfair business acts and practices by engaging in the acts and practices alleged herein including, but not limited to, by making Defendants' representations as set forth in this Complaint.

G. Whether Defendants unjustly received a benefit at the expense of the Plaintiffs and the class members.

H. Whether Defendants made each of the Defendants' representations knowing each was false.

I. Whether Defendants made the aforementioned representations recklessly and without regard to truth or falsity.

J. Whether Defendants made the aforementioned representations in a gross, willful, or wanton manner, with criminal indifference to civil obligations.

K. Whether Defendants' representations were aimed at the general public.

L. Whether Defendants made a clear and unambiguous promise that its products would provide "continuous" access through Defendants' "uninterrupted network" with the "best connection," "best compared to mobile broadband service on the ground," which was "reliable and safe" and secured with encryption.

M. Whether Defendants formed contracts with each Plaintiff and class member to provide products functioning and secure products.

N. Whether Defendants breached their contracts with Plaintiffs and the class members by failing to provide products that functioned in a continuous, reliable, and secure manner comparable to similar products on the ground for their contracted-for periods of time.

O. Whether Plaintiffs suffered monetary losses by purchasing Defendants' products that failed to function as represented and for exposure of Plaintiffs' and the class members' communications to spying, hacking, tampering and/or theft.

P. Whether Plaintiffs and the class members are entitled to injunctive relief.

**TYPICALITY**

61. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

62. Plaintiffs are members of the class and subclass. Plaintiffs are entitled to relief under the same causes of action as other class members and subclass members.

63. Plaintiffs' claims are typical of the claims of each class member and subclass member, in that: Defendants made the aforementioned representations to the public, including to Plaintiffs and the class members. Plaintiffs and every class member visited Defendants' website where Defendants made the aforementioned representations. Plaintiffs and every class member purchased one or more of Defendants' products through Defendants' website. Plaintiffs and every class member provided truthful personally identifying information and credit card information to buy one or more of Defendants' products. On one or more occasions, Defendants' products did not perform as advertised or represented for every Plaintiff and class member. Use of Defendants' products exposed Plaintiffs' and every class member's communications to spying, hacking, tampering, and theft through Defendants' issuance of fake SSL certificates and network, which was intentionally designed to capture more than legally necessary amounts of their consumer's information.

64. Plaintiffs and every class and subclass member suffered damage when Defendants' products failed to function as represented and exposed their communications to malicious spying, hacking and theft.

65. Plaintiffs interests are substantially coextensive with the interests of the class and subclass.

#### **ADEQUACY OF REPRESENTATION**

66. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.



67. Plaintiffs and Plaintiffs' counsel are adequate class and subclass representatives.

68. Plaintiffs have retained counsel competent and experienced in complex class action litigation who intend to vigorously prosecute this action.

69. Counsel has investigated Plaintiff's and the class members' claims and are knowledgeable of the applicable law.

70. Plaintiffs and counsel have a strong interest in vindicating the Plaintiffs' class members' rights.

71. Plaintiffs' and counsel's interests do not conflict with the interests of the class or subclass they seek to represent.

72. Defendants have acted in a manner generally applicable to the class and subclass, making relief appropriate with respect to Plaintiff and the class and subclass members.

73. Plaintiffs and counsel will fairly and adequately protect the interests of the class.

#### **SUPERIORITY**

74. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

75. A class action is superior to any other available method for the fair and efficient adjudication of the controversy because:

A. Common questions of law and fact predominate over any individual questions that may arise;

B. No member of the class has a substantial interest in individual controlling the prosecution of a separate action;

C. Upon information and belief, there are no pending lawsuits concerning this controversy;

D. It is desirable to concentrate the litigation of these claims in this forum since the acts complained of took place in this district and this forum is convenient to the parties, the class members, and the potential witnesses. The resolution of the claims of all class members in a single forum, and in a single proceeding, would be a fair and efficient means of resolving the issues raised in this litigation;

E. Prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendants;

F. The class is specifically identifiable to facilitate provision of adequate notice and there will be no significant problems managing this case as a class action;

G. Resolution of class members' claims in this single class action is superior to resolution of this controversy through the filing of a host of individual actions as a matter of efficiency, consistency, and because it removes economic and other barriers that confront individual class members' pursuit of individual claims;

H. Individual litigation would unnecessarily increase the delay and expense to all parties and to the court system;

I. Joinder of thousands, or more, individual class and subclass members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;

J. The individual claims of the class and subclass members may be relatively modest compared with the expense of litigating this claim, thereby making individual litigations impracticable, unduly burdensome, and expensive, if not totally impossible;

K. When Defendants' liability has been adjudicated, all class and subclass members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if attempted through filing, discovery, and trial of all individual cases;

L. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of class claims;

M. Plaintiffs know of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action; and

N. The class is specifically identifiable to facilitate provision of adequate notice and there will be no significant problems managing this case as a class action.

76. **Notice** – Plaintiffs and his/her counsel anticipate that notice to the proposed class will be effectuated through direct notice both electronic mail and U.S. mail.

**FIRST CLAIM FOR RELIEF**  
**(New York General Business Law § 349)**

77. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

78. Plaintiffs, on behalf of themselves, the National class and the New York subclass, are persons who were injured by reason of one or more violations of General Business Law § 349 ("GBL § 349").

79. Defendants conducted, and continue to conduct, a "business" or provide a "service" within the meaning of GBL § 349.

80. Defendants made the aforementioned representations publicly, for years throughout the class period, and with knowledge or reckless disregard of their falsity and misleading nature.

81. By making the aforesaid Defendants' representations, Defendants intended to defraud or mislead consumers into purchasing and trying to use Defendants' products.

82. Defendants willfully and/or knowingly violated GBL § 349 because Defendants knew, or acted with reckless disregard, of the truth that the aforesaid representations were, and are, false and/or misleading.

83. Defendants made the aforementioned representations with a high degree of moral turpitude or wanton dishonesty implying criminal indifference to civil obligations.

84. Defendants made the aforesaid representations in consumer-oriented conduct by making them in publicly accessible places, including on Defendants' website, where consumers, like Plaintiffs and the class members, would learn about and decide whether to buy Defendants' products.

85. Defendants' representations had a broad impact on consumers at large in that each representation was made publicly, with the intention of reaching consumers and/or affecting the marketplace.

86. Defendants' representations had the potential to be repeated to deceive numerous similarly situated buyers. Defendants' representations were of a recurring nature and affected the public interest.

87. Defendants' representations were misleading in material ways in that each of them individually and collectively, *inter alia*, caused Plaintiffs and the class members to believe that Defendants' products would provide continuous, uninterrupted, reliable, secure, and/or safe access to Defendants' aero-communications services.

88. Defendants' representations were each deceptive and likely to mislead reasonable consumers, including Plaintiffs and the class members, who were acting reasonably under the circumstances by looking at Defendants' website to learn about, and decide whether to buy and use, Defendants' products.

89. Defendants' representations induced Plaintiffs and the class members to purchase Defendants' products, despite those products' failure to live up to Defendants' representations.

90. Defendants' violation of GBL § 349 caused actual injury to Plaintiffs and the class and subclass members in, *inter alia*, causing pecuniary losses amounting to at least the purchase price of Defendants' products, which were dysfunctional, ineffective, unsecure, unsafe, unreliable and which did not perform as Defendants represented or as consumers reasonably expected.

91. Accordingly, as authorized by GBL § 349, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, and ordered to pay costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**SECOND CLAIM FOR RELIEF**  
**(New York General Business Law § 350)**

92. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

93. Plaintiffs on behalf of themselves, the National class and New York subclass, are persons who have been injured by reason of one or more violations of GBL § 350.

94. Defendants' representations, which advertised Defendants' products on their website, were materially misleading and/or likely to confuse reasonable consumers into believing that Defendants' products' time-allotted access to Defendants' aero-communications services would be:

- A. Continuous;
- B. Uninterrupted;
- C. The best connection;
- D. Reliable;
- E. Safe;

- F. Unlimited;
- G. Comparable to mobile broadband services on the ground;
- H. Secure; and/or
- I. Secure with encryption.

95. Defendants' aforementioned advertisements constitute multiple and separate violations of GBL § 350.

96. Defendants' material misrepresentations forming the advertisements above were substantially uniform in content, presentation, and impact on consumers at large.

97. Defendants engaged in false advertising by willfully and knowingly making the aforesaid representations and advertisements.

98. Plaintiffs, the class and subclass members were exposed to Defendants' representations forming the false advertisements.

99. Plaintiffs, the class and subclass members reasonably relied on Defendants' representations forming the above false advertisements.

100. Plaintiffs and the class and subclass members were injured in, inter alia, witnessing Defendants' representations forming the false advertisements, reasonably relying on to purchase Defendants' products, and suffering pecuniary losses by buying Defendants' products that did not perform consistently with Defendants' representations or advertisements.

101. As a result of Defendants' violation of GBL § 350, Plaintiffs, the class and the subclass members suffered damages in, inter alia, pecuniary losses amounting to at least the purchase price of Defendants' products, which were dysfunctional, ineffective, unsecure, unreliable and which did not perform as Defendants represented or as consumers reasonably expected, and which exposed their communications to spying, hacking, tampering, and theft.

102. Accordingly, as authorized by GBL § 350, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**THIRD CLAIM FOR RELIEF**  
**(General Business Law § 350-a(1)) BY OMISSION**

103. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

104. Defendants omitted crucial information regarding the security, reliability, and continuity of the access their products would provide to consumers.

105. Defendants' omissions were material in light of Defendants' representations, which were contrary to the Defendants' statements released to the SEC and FCC about the reliability and security of their products.

106. As a result of Defendants' violation of GBL § 350-a(1), Plaintiffs, the class and the subclass members suffered damages in, inter alia, pecuniary losses amounting to at least the purchase price of Defendants' products, which were dysfunctional, ineffective, unsecure, unreliable and which did not perform as Defendants represented or as consumers reasonably expected.

107. Defendants knew of, or recklessly disregarded, the need to accurately describe their products in light of Defendants' representations.

108. Defendants' dissemination of advertising through their representations containing material omissions of fact constitutes multiple, separate violations of GBL § 350-a(1).

109. Defendant's material misrepresentations by way of omissions, as described in this Complaint, were substantially uniform in content, presentation, and impact upon consumers at large.

110. Defendants' material omissions led the Plaintiffs, class and New York subclass members to buy the products by inducing their reliance on falsities in Defendants' representations.

111. As a result of Defendants' violation of GBL § 350-a(1), Plaintiffs, the class and the subclass members suffered damages in, inter alia, pecuniary losses amounting to at least the purchase price of Defendants' products, which were dysfunctional, ineffective, unsecure, unreliable and which did not perform as Defendants represented or as consumers reasonably expected.

112. Accordingly, as authorized by GBL § 350-a(1), Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**FOURTH CLAIM FOR RELIEF**  
**(Violation of Various Consumer Protection Acts on Behalf of the class)**

113. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

114. Plaintiffs and the class members bring this statutory fraud claim pursuant to the substantially similar Consumer Fraud Acts of all United States, all of which were enacted and designed to protect consumers against unlawful, fraudulent, and/or unfair business acts and practices.<sup>1</sup> See e.g. the Illinois' Consumer Fraud and Deceptive Business Practice Act, 815 Ill. Comp. Stat. 505/a *et seq.* (the "Illinois Consumer Fraud Act").

---

<sup>1</sup> The following consumer protection acts are modeled after the Federal Trade Commission's consumer protection provisions and are collectively referred to herein, along with New Jersey's and New York's consumer protection statutes, as the "Consumer Fraud Acts": Ala. Code § 8-19-1 *et seq.* (Alabama); Alaska Stat. § 45.50.471 *et seq.* (Alaska); Ariz. Rev. Stat. Ann. § 44-1521 *et seq.* (Arizona); Ark. Code Ann. § 4-88-101 *et seq.* (Arkansas); Colo. Rev. Stat. § 6-1-105 *et seq.* (Colorado); Conn. Gen. Stat. § 42-110a (Connecticut); Del. Code Ann. Tit. 6, § 2511 *et seq.* (Delaware); D.C. Code Ann. § 28-3901 *et seq.* (District of Columbia); Fla. Stat. Ann. § 501.201 *et seq.* (Florida); Ga. Code Ann. § 10-1-390 *et seq.* (Georgia); Haw. Rev. Stat. § 481A-1 *et seq.* and Haw. Rev. Stat. § 480-1 *et seq.* (Hawaii); Idaho Code § 48-601 *et seq.* (Idaho); Kan. Stat. Ann. § 50.623 *et seq.* (Kansas); Ky. Rev. Stat. § 367.11.0 *et seq.* (Kentucky); La. Rev. Stat. Ann. § 51:1401 *et seq.* (Louisiana); Me. Rev. Stat. Ann. Tit. 5, § 205-A *et seq.* (Maine); Md. Com. Law Code Ann. § 13-101 *et seq.*, Md. Corn. Law Code Ann. § 13-301 *et seq.*, Md. Corn Law Code Ann. § 13-408 *et seq.* (Maryland); Mass Gen. L. ch. 93A (Massachusetts); Mich. Stat. Ann. § 445.901 *et seq.*, Mich. Stat. Ann. § 19.418(1) *et seq.* (Michigan); Minn. Stat. § 325F.68 *et seq.*, Minn. Stat. § 8.31 (Minnesota); Miss. Code Ann. § 75-24-3 *et seq.* (Mississippi); Mo. Rev. Stat. § 407.010 *et seq.* (Missouri); Mont. Code Ann. § 30- 14-101 *et seq.* (Montana); Neb. Rev. Stat. § 59-1601 *et seq.* (Nebraska); Nev. Rev. Stat. § 41.600 and Nev. Rev. Stat. § 598.0903 *et seq.* (Nevada); N.H. Rev. Stat. Ann. § 358:1 *et seq.* (New Hampshire); N.J. Rev. Stat. § 56:8-1 *et seq.*, N.J. Rev. Stat. § 56:12-1 *et seq.* (New Jersey); N.M. Stat. Ann. § 57-1.2-1 *et seq.* (New Mexico); N.Y. Gen. Bus. Law. § 349 *et seq.* (New York); N.C. Gen. Stat. § 75-1 *et seq.* (North Carolina); N. D. Cent. Code § 51-15-01 *et*



115. Section 2 of the Illinois Consumer Fraud provides, in pertinent part that:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act. 815 Ill. Comp. Stat. 505/2 (footnotes omitted)

116. Plaintiffs and the other members of the class have standing to assert claims under the Consumer Fraud Acts, because they are consumers within the meaning of the Consumer Fraud Acts and the Defendants’ representations were addressed to the market generally and otherwise implicate consumer protections. At all relevant times, Defendants conducted “trade and commerce” within the meaning of the Consumer Fraud Acts. See e.g., 815 Ill. Comp. Stat. 505/1(f).

117. Defendants have committed unlawful, fraudulent, and/or unfair business acts and practices by engaging in the acts and practices alleged herein including, but not limited to, by making Defendants’ representations as set forth in this Complaint.

118. Defendants intended that the Plaintiffs and other class members would rely on the unlawful, fraudulent, and/or business acts and practices alleged herein so that the Plaintiffs would buy Defendants’ products.

---

*seq.* (North Dakota); Ohio Rev. Code Ann. § 1345.01 *et seq.* (Ohio); Okla. Stat. Tit. 15, § 751 *et seq.* (Oklahoma); Ore. Rev. Stat. § 646.605 *et seq.* (Oregon); Penn. Stat. § 201-1 *et seq.* (Pennsylvania); Laws of P. R. Ann. Tit. 10, § 259 *et seq.* (Puerto Rico); R.I. Gen. Laws § 6-13.1:1 *et seq.* (Rhode Island); S.C. Code Ann. 39-5-10 *et seq.* (South Carolina); S.D. Codified Laws Ann. 37-24.1 *et seq.* (South Dakota); Tenn. Code Ann. § 47-18-101 *et seq.* (Tennessee); Tex. Bus. & Comm. Code Ann. § 17.41 *et seq.* (Texas); Vt. Stat. Ann. Tit. 9, § 2451 *et seq.* (Vermont); Va. Code Ann. § 59.1-196 *et seq.* (Virginia); Wash. Rev. Code § 19.86.010 *et seq.* (Washington); W.Va. Code § 46A-6-101 *et seq.* (West Virginia); and Wyo. Stat. § 40;12-101 *et seq.* (Wyoming).

119. Defendants' actions, which were willful and wanton, constitute intentional violations of the Consumer Fraud Acts.

120. Defendants' unlawful, fraudulent, and/or unfair business acts and practices described herein are continuing in nature and are widespread practices.

121. Plaintiffs and the other members of the class have been damaged as a proximate result of Defendants' course of conduct and Defendants' violations of the Consumer Fraud Acts because Plaintiffs and the class members paid for products that they did not get the benefit of using as Defendants represented.

122. Accordingly, for violation of the various consumer protection acts, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, be disgorged of any monies or property obtained directly or indirectly by any such unlawful acts, and ordered to pay costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**FIFTH CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

123. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

124. By selling their products through unfair and deceptive practices, Defendants have engaged in inequitable conduct and have received a benefit at the expense of consumers, including Plaintiffs and the class members.

125. At the time of their purchase of the Defendants' products, Plaintiffs and the class members conferred a benefit—i.e. money and substantial revenue—on Defendants.

126. For the reasons described herein, the profits and/or benefits obtained by Defendants through sales of their products are to the detriment of Plaintiffs and the class members and violate fundamental principles of justice, equity and good conscience.

127. Such benefits constitute unjust enrichment for Defendants, and it would be inequitable under the circumstances for Defendants to retain the benefits received.

128. Accordingly, for unjust enrichment, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, be disgorged of any monies or property obtained directly or indirectly by any such unlawful acts, and ordered to pay costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**SIXTH CLAIM FOR RELIEF**  
**(Fraud)**

129. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

130. Defendants made the aforementioned Defendants' representations of fact.

131. Each of the Defendants' representations was, and is, false.

132. Defendants knew that each of the Defendants' representations was false or made each one recklessly without regard to whether it was true or false.

133. Defendants made the aforementioned Defendants' representations to induce consumers at large, including Plaintiffs and the class members to buy Defendants' products.

134. Plaintiffs and the class members relied on Defendants' representations in deciding to buy and try to use Defendants' products.

135. Defendants made the aforementioned Defendants' representations in a gross, wanton or willful manner or with criminal indifference to civil obligations by making them for years and with knowledge of their falsity.

136. Defendants made the aforementioned Defendants' representations in grossly and highly morally culpable manner aimed at the general public by, *inter alia*, making the representations

for an extensive and prolonged period of time on their website while fully aware of the limits and risks of their products.

137. Defendants' fraud actually injured Plaintiffs and the class and subclass members in an amount to be proven at trial and in, *inter alia*, causing pecuniary losses amounting to at least the purchase price of Defendants' products, which were dysfunctional, ineffective, unsecure, unreliable and which did not perform as Defendants represented.

138. Accordingly, for fraud, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, be disgorged of any monies or property obtained directly or indirectly by any such unlawful acts, and ordered to pay expectancy damages, costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**SEVENTH CLAIM FOR RELIEF**  
**(Promissory Estoppel)**

139. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

140. Defendants made a clear and unambiguous promise in Defendants' representations that: consumers who buy Defendants' products would receive "continuous" access through Defendants' "uninterrupted network" with the "best connection," "best compared to mobile broadband service on the ground," which is "reliable and safe" and secured with encryption (hereinafter referred to as "Defendants promise").

141. Plaintiffs and the class and subclass members relied on Defendants' promise of the functionality and security of Defendants' products.

142. Defendants could reasonably foresee that consumers, including Plaintiffs and the class members, would rely on the aforementioned promise in determining whether Defendants'

products were worth buying, would function appropriately, and would keep their communications and information secure.

143. Defendants' purpose in making the aforementioned promise was to induce consumers, including Plaintiffs and the class and subclass members, to buy and try to use Defendants products.

144. Plaintiffs and the class and subclass members reasonably relied on the Defendants' promise when they visited Defendants' website and saw Defendants' representations which formed their promise, then bought and used, or tried to use, Defendants' products.

145. Defendants' promise actually injured Plaintiffs and the class and subclass members in an amount to be proven at trial and in, *inter alia*, causing pecuniary losses amounting to at least the purchase price of Defendants' products, which were dysfunctional, ineffective, unsecure, unreliable and which did not perform as Defendants represented or as consumers reasonably expected.

146. Accordingly, for promissory estoppel, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, be disgorged of any monies or property obtained directly or indirectly by any such unlawful acts, and ordered to pay costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial.

**EIGHTH CLAIM FOR RELIEF**  
**(Breach of Contract)**

147. Plaintiffs incorporate by reference and re-allege, with the same force and effect, all paragraphs previously alleged herein.

148. Defendants formed contracts with all consumers, including Plaintiffs and the class members, who purchased Defendants' products.

149. Defendants' contract required that, *inter alia*, Plaintiffs and the class members submit accurate account registration information and payment.

150. Plaintiffs and the class members performed the aforementioned required tasks under the contract with Defendants.

151. In exchange for providing accurate account information and payment, Defendants contracted to provide Plaintiffs and the class members with their products--limited licenses to access Defendants' network via subscription plans and internet passes permitting use of Defendants' aero-communications services for set periods of time.

152. Defendants breached contracts with Plaintiffs and the class members by failing to provide products with the actual access or license to access the Defendants' aero-communications services after Defendants collected payment and account information from Plaintiffs and the class members.

153. Defendants' breaches of contract actually injured Plaintiffs and the class and subclass members in an amount to be proven at trial and in, *inter alia*, causing pecuniary losses amounting to at least the purchase price of Defendants' aero-communication services.

154. Accordingly, for breach of contract, Defendants should be enjoined from such unlawful acts and practices, ordered to pay restitution of any monies or property obtained directly or indirectly by any such unlawful acts, be disgorged of any monies or property obtained directly or indirectly by any such unlawful acts, and ordered to pay expectancy damages, costs, attorneys' fees, interest, and punitive damages in amounts to be determined at trial

#### **PRAYER FOR RELIEF**

155. WHEREFORE, Plaintiffs, in each of their own behalves and on behalf of the classes, pray for relief as set forth below:

A. For an Order certifying the National class and the New York subclass under Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3) and appointing

Plaintiffs Charles Salameno, Maria-Angela Sanzone and John Jensen, and their counsel, to represent the classes;

B. For an Order awarding Plaintiffs and the other class members restitution, reliance, statutory, and punitive damages in amounts that will be proven at trial;

C. For an Order disgorging Defendants of unjustly obtained benefits and other equitable relief as the Court deems proper;

D. For an Order granting injunctive relief on behalf of the National class and New York sub-class, enjoining Defendants unlawful and deceptive acts; For an Order awarding Plaintiffs and the class and subclass members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiffs' attorneys and experts, and reimbursement of Plaintiffs' expenses; and

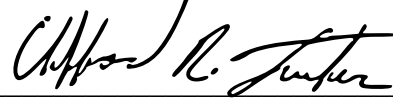
E. For an Order awarding such other and further relief as this Court may deem just and proper;

**DEMAND FOR JURY TRIAL**

156. Plaintiffs hereby demand a trial by jury of all claims set forth above that are so triable.

Dated: New York, New York  
January 29, 2016

Respectfully submitted,



---

Clifford R. Tucker, NY, NJ, EDNY  
Bryan D. Fisher, LA Bar No.: 20812 & TX Bar  
No.: 24085913 (Pending *Pro Hac Vice* approval)  
Thomas J. Fisher, TX Bar No.: 07064500  
(Pending *Pro Hac Vice* approval)

**Bryan D. Fisher, LLC**

**Fisher Injury Lawyers**

6715 Perkins Road

Baton Rouge, LA 70808

[Clifford@Fisherinjurylawyers.com](mailto:Clifford@Fisherinjurylawyers.com)

[Bryan@fisherinjurylawyers.com](mailto:Bryan@fisherinjurylawyers.com)

[Tommy@fisherinjurylawyers.com](mailto:Tommy@fisherinjurylawyers.com)

Tel: 718-803-1234

Fax: 225-612-6813

Counsel and *Pro Hac Vice Counsel* for Plaintiffs  
and the Proposed classes



## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) \_\_\_\_\_

**DEFENDANTS**

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) \_\_\_\_\_

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>LABOR</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Clifford R. Tucker, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,

the complaint seeks injunctive relief,

the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: \_\_\_\_\_
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? \_\_\_\_\_
  - b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? \_\_\_\_\_

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? \_\_\_\_\_

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes

No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes

(If yes, please explain)

No

I certify the accuracy of all information provided above.

Signature: \_\_\_\_\_



Eastern District of New York

Civil Action No. 1:16-cv-00487

*Signature of Clerk or Deputy Clerk*



## FEDERAL TRADE COMMISSION PROTECTING AMERICA'S CONSUMERS

# Bureau of Consumer Protection

The FTC's Bureau of Consumer Protection stops unfair, deceptive and fraudulent business practices by collecting complaints and conducting investigations, suing companies and people that break the law, developing rules to maintain a fair marketplace, and educating consumers and businesses about their rights and responsibilities.

## Featured



## Fighting Scams and Fraud

As the nation's consumer protection agency, the FTC takes complaints about businesses that don't make good on their promises or cheat people out of money. We share these complaints with our law enforcement partners and use them to investigate fraud and eliminate unfair business practices. Each year, the FTC also releases a report that provides information about the number and type of complaints we receive.



## Robocalls

People are getting more robocalls than ever. Technology is the reason: Companies are using auto-dialers that can send out thousands of phone calls every minute for an incredibly low cost. So what's the FTC doing to stop these illegal robocallers? And what can you do to limit the number of robocalls you receive? [Find out.](#)

## Latest News

[More News >](#)

JAN 20, 2016

**FTC to Host Tax Identity Theft Awareness Week Jan. 25-29**

---

JAN 20, 2016

**Federal Trade Commission Announces Agenda for Feb. 9 Start With Security Event in Seattle**

---

JAN 20, 2016

**La FTC patrocina la Semana de Concientización sobre Robo de Identidad Relacionado con Impuestos que se realizará del 25 al 29 de enero**

---

## Latest Blog Posts

[More Posts >](#)

JAN 20, 2016

**Next Start with Security stop: Seattle**

---

JAN 14, 2016

**PrivacyCon set to convene**

---

JAN 7, 2016

**Disguise the limit: FTC sues debt collectors who claimed official affiliation**

## Latest Reports

[More Reports ›](#)

JANUARY 2016

**Big Data: A Tool for Inclusion or Exclusion? Understanding the Issues (FTC Report)**

---

DECEMBER 2015

**Biennial Report to Congress Under the Do Not Call Registry Fee Extension Act of 2007, FY 2014 and 2015**

---

JANUARY 1979

**Staff Report on Drug Product Selection**

## Upcoming Events

[More Events ›](#)

FEB 9, 2016

**Start with Security - Seattle**

## Additional Information

### Tips and Advice for Consumers

Want to order a copy of your free credit report? Or find out how to get a refund for a defective product? Maybe you're shopping for a car, or investigating a money-making opportunity. The Bureau of Consumer Protection provides [tips and advice](#) about money and credit, homes and mortgages, health and fitness, jobs and making money, and privacy and identity.

## Getting Refunds for Consumers

The FTC sues companies that make deceptive claims about their products or services. These lawsuits sometimes result in refunds for the people affected. Want more information about the FTC's refunds program? Take a look at [recent FTC cases that resulted in refunds](#).

## Resources for Consumer Advocates

If you work with traditionally underserved communities — whether you're a legal aid provider, a TESOL or other teacher, or an advocate — the [FTC's resources can help](#). You can use our materials in direct client services, language classes, financial literacy or life skills programs, workshops, and credit and debt counseling sessions.

## **BCP Business Guidance**

BCP's Business Center provides plain language guidance to help businesses understand their responsibilities and comply with the law. Browse by topic — Advertising & Marketing, Credit & Finance, Privacy & Security — or by industry to find what you need.

## **Bureau of Consumer Protection Offices**

Eight divisions and eight regional offices make up the Bureau of Consumer Protection. Find out how each office contributes to the Bureau's mission.



## Office of Technology Research and Investigation

The Office of Technology Research and Investigation is a trusted source for research and information on technology's impact on consumers, and conducts independent studies, evaluates new marketing practices, and provides guidance to consumers, businesses and policy makers. It also assists the FTC's consumer protection investigators and attorneys by providing technical expertise, investigative assistance, and training.



ftc.gov



## Investor Relations

Investor Home

Company Profile

Stock Information

Financial Information

Investor and Analyst Day

News and Events

Corporate Governance

Shareholder Services

Print Page

E-mail Page

RSS Feeds

E-mail Alerts

### Company Profile



Like 9

Home > Investor Relations > Company Profile

<< Back

### Gogo brings the mobile internet to the sky.

Gogo is a leading global aero communications service provider. The Company has the largest number of aircraft online and is a pioneer in wireless digital entertainment and other services in the commercial and business aviation markets. We enable our airline partners and business aircraft operators and their passengers to benefit from the connected aircraft by delivering in-flight connectivity-based services to passengers and by connecting the aircraft and its crew with ground-based operations.

Through our proprietary air-to-ground (ATG) network and satellite-based technologies, we provide a suite of connectivity solutions and other services, including:

Passenger Connectivity

Passenger Entertainment

Gogo Signature Services

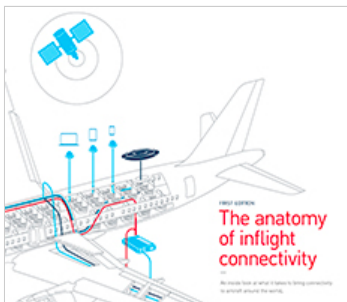
Operations-Oriented Communications Services

Gogo is a leading global aero-communications service provider that offers in-flight Internet, entertainment, text messaging, voice and a host of other communications-related services to the commercial and business aviation markets. Gogo has more than 2,000 commercial aircraft equipped with its services on more than 10 major airlines. More than 6,000 business aircraft are also flying with its solutions, including the world's largest fractional ownership fleets. Gogo also is a factory option at every major business aircraft manufacturer.



Follow

18,224



SITE MAP \*-) FEEDBACK

Gogo Press Room

Terms of Use Privacy Policy




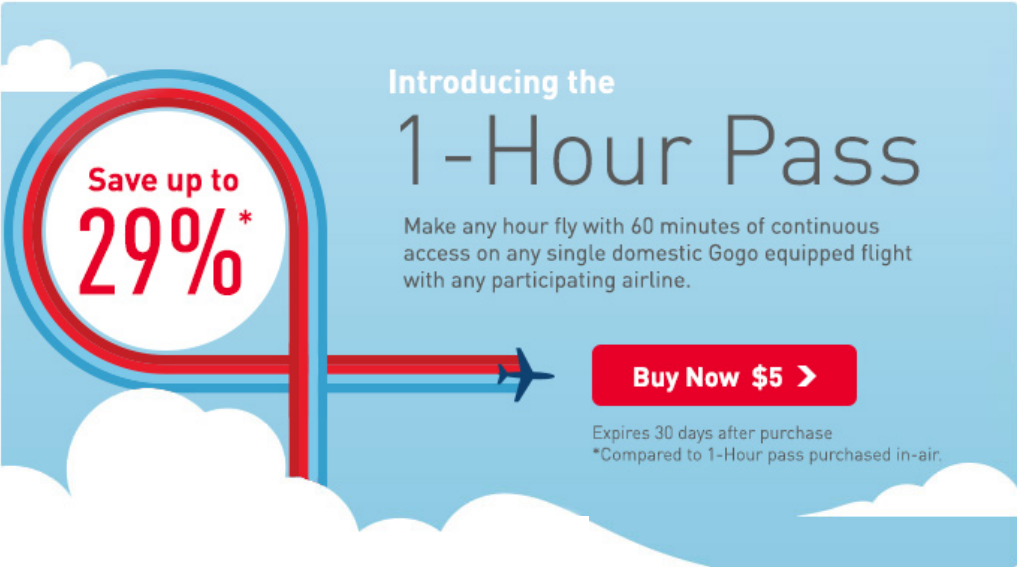
INTERNET ARCHIVE  
WayBackMachine  
356 captures  
2 Feb 01 - 20 Jan 16

http://www.gogoair.com/
Go

NOV DEC JAN Close  
15  
2014 2015 2016 Help

Sign In | Create Account | Live Help


Connect Concourse Commercial Aviation Business Aviation About Gogo




Introducing the  
1-Hour Pass

Save up to  
29%\*

Make any hour fly with 60 minutes of continuous access on any single domestic Gogo equipped flight with any participating airline.


Buy Now \$5 >

Expires 30 days after purchase  
\*Compared to 1-Hour pass purchased in-air.



SMARTPHONE  
DAY PASS

MORE >



with a Gogo subscription plan

Get yours >>

BUY BEFORE YOU FLY

Domestic flights include those with participating airlines operating between destinations within the United States, Canada, and Mexico, where network coverage is available.

GOGO  
Multi-Airline Plan

\$59<sup>95</sup>  
per month

Monthly access on all domestic Gogo equipped flights with participating airlines.  
More Info

GOGO  
All-Day Pass

\$16<sup>00</sup>

24 hours of continuous access on any domestic Gogo equipped flight with any single participating airline. Expires 1 year from purchase.  
More Info

VIEW ALL PRODUCTS >

Sign up for Gogo® news  >

AIRLINE SERVICES \*-)- FEEDBACK

©2015 Gogo LLC. All trademarks are the property of their respective owners.

Site Map Gift Card & Promo Code Use Policies Terms of Use Privacy & Cookie Policy



## Buy Before You Fly

Pack your bags with a Gogo pass to enjoy quick, easy sign in once you're in the air.

IN-AIR INTERNET PASSES	Valid for use on Gogo equipped flights operating between destinations within the United States, Canada and Mexico, where network coverage is available.	ALL PARTNER AIRLINES	AUTOMATICALLY RENEWS	DEVICES SUPPORTED
<b>ALL-DAY PASS</b> <i>24 hours of continuous access on the same airline. Expires 1 year from purchase.</i>	<b>\$16<sup>00</sup></b> <a href="#">BUY NOW</a>			

- Get online on any partner airline, on any Gogo equipped flight operating between destinations within the United States, Canada and Mexico, where **network coverage is available**.
- Enjoy quick, easy sign-in with your pre-purchased pass.
- Starts when you sign in, valid through the date of activation.

By purchasing this pass, you are purchasing a limited license to access Gogo's on-board network. This license allows you to access the network for one continuous 24-hour period during the 12 months following the purchase of this pass. The purchase and sale of this limited license is completed when the pass is placed in your Gogo account. This license has no cash value and cannot be refunded, transferred or assigned. After the limited term has expired, the pass representing this license will no longer appear in your account.

### Get To Know Gogo

[How Gogo Works](#)  
[General FAQs](#)  
[Terms & Conditions](#)

Close

<b>1-HOUR PASS</b> <i>60 minutes of continuous access on any single domestic Gogo equipped flight. Expires 30 days from purchase.</i>	<b>\$5<sup>00</sup></b> <a href="#">BUY NOW</a>			
--	--	--	--	--

- Get online on any partner airline, on any Gogo equipped flight operating between destinations within the United States, Canada and Mexico, where **network coverage is available**.
- Enjoy quick, easy sign-in with your pre-purchased pass.
- Starts when you sign in, valid same flight for one continuous hour after activation.

By purchasing this pass, you are purchasing a limited license to access Gogo's on-board network. This license allows you to access the network for one continuous one-hour period during the 30 days following the purchase of this pass. The purchase and sale of this limited license is completed when the pass is placed in your Gogo account. This license has no cash value and cannot be refunded, transferred or assigned. After the limited term has expired, the pass representing this license will no longer appear in your account.

### Get To Know Gogo

[How Gogo Works](#)  
[General FAQs](#)  
[Terms & Conditions](#)

Close

<b>GOGO UNLIMITED</b> <i>Unlimited monthly internet on all Gogo equipped flights.</i>	<b>\$59<sup>95</sup></b> <a href="#">BUY NOW</a>			
--	---	--	--	--

- Unlimited access on any partner airline, on any Gogo equipped flight operating between destinations within the United States, Canada and Mexico, where **network coverage is available**.
- Best value for frequent flyers.

### Get To Know Gogo

[How Gogo Works](#)  
[General FAQs](#)


- Hassle-free subscription service with monthly auto-renewal.
- Starts immediately - cancel anytime.

[Terms & Conditions](#)

Close 

## AIRLINE UNLIMITED

\$49<sup>95</sup>

Select Airline 

*Monthly, unlimited internet on your favorite airline.*

BUY NOW



- Unlimited access on the selected airline, on any Gogo equipped flight operating between destinations within the United States, Canada and Mexico, where **network coverage is available**.
- Subscription service with hassle-free auto-renewal each month.
- Starts immediately – cancel anytime.

### Get To Know Gogo

[How Gogo Works](#)  
[General FAQs](#)  
[Terms & Conditions](#)

Close 

**WHERE TO FIND GOGO** → [AIR CANADA](#) [ALASKA AIRLINES](#) [AMERICAN AIRLINES](#) [DELTA](#) [UNITED](#) [US AIRWAYS](#) [VIRGIN AMERICA](#)


Service available on select flights in the continental United States and Alaska.

Sign up for Gogo® news



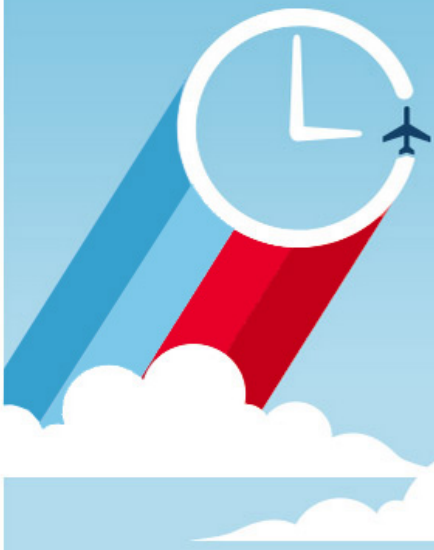
AIRLINE SERVICES \*-) FEEDBACK





[Sign In](#) | [Create Account](#) | [Live Help](#)

[Connect](#)
[Concourse](#)
[Commercial Aviation](#)
[Business Aviation](#)
[About Gogo](#)




## Never miss a connection

# All-Day Pass

Stay connected with 24 hours of continuous access on any domestic Gogo equipped flight with any single participating airline.


**Buy Now >**

Expires 1 year after purchase



INTRODUCING THE  
**SMARTPHONE DAY PASS**

**MORE >**



## Save up to 20%

with a Gogo subscription plan

Get yours >>

### BUY BEFORE YOU FLY

Domestic flights include those with **participating airlines** operating between destinations within the United States, Canada, and Mexico, where network coverage is available.

**GOGO**  
**Multi-Airline Plan**

Monthly access on all domestic Gogo equipped flights with **participating airlines**.

[More Info](#)

**\$59<sup>95</sup>**  
per month

**BUY**

**GOGO**  
**All-Day Pass**

24 hours of continuous access on any domestic Gogo equipped flight with any single **participating airline**. Expires 1 year from purchase.

[More Info](#)






**\$16<sup>00</sup>**

**BUY**

**VIEW ALL PRODUCTS >**


Sign up for Gogo® news  **>**

[✈ AIRLINE SERVICES](#)
[\\*-\)- FEEDBACK](#)

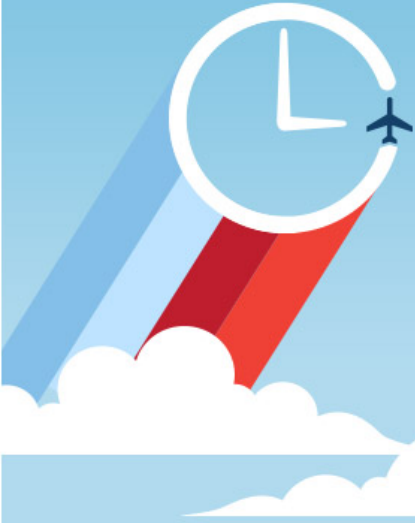
©2015 Gogo LLC. All trademarks are the property of their respective owners.

[Site Map](#)
[Gift Card & Promo Code Use](#)
[Policies](#)
[Terms of Use](#)
[Privacy & Cookie Policy](#)




Sign In | Create Account | Live Help


Connect | Concourse | Commercial Aviation | Business Aviation | About Gogo



NEVER MISS A CONNECTION  
**ALL-DAY PASS**  
Stay connected with 24 hours of continuous access on Gogo equipped flights on the same airline.  
**BUY NOW** ➔  
Expires 1 year after purchase.



INTRODUCING THE  
**SMARTPHONE DAY PASS**  
**MORE** ➔



Save up to 20%  
with an Unlimited Access Plan  
Go unlimited ➔

**BUY BEFORE YOU FLY**  
Valid for use on Gogo equipped flights operating between destinations within the United States, Canada and Mexico, where network coverage is available.

**GOGO Unlimited**  
The best value for frequent flyers.  
[More Info](#)





\$59<sup>95</sup>  
per month  
**BUY**

**GOGO All-Day Pass**  
24 hours of continuous access on Gogo equipped flights on the same airline. Expires 1 year from purchase.  
[More Info](#)

\$16<sup>00</sup>  
**BUY**


**VIEW ALL PRODUCTS** ➔

Sign up for Gogo® news  ➔

AIRLINE SERVICES \*-) FEEDBACK    

©2015 Gogo LLC. All trademarks are the property of their respective owners. Site Map | Gift Card & Promo Code Use | Policies | Terms of Use | Privacy & Cookie Policy






[CONNECT](#)[COVERAGE](#)[ABOUT GOGO](#)


[My Library](#)[Sign In](#)[Create Account](#)[Live Help](#)

# THE TRAVELER PASS


## MONTHLY UNLIMITED INTERNET ON YOUR FAVORITE AIRLINE.




HASSLE-FREE  
AUTOMATIC  
MONTHLY PAYMENT




QUICK, EASY  
SIGN-IN = MORE  
TIME TO GOGO



NO LONG TERM  
COMMITMENTS,  
CANCEL ANYTIME




FLY CONNECTED →



### WHAT OUR FRIENDS ARE SAYING

On my way home. I have to admit that @Gogo is really cool. I've caught up on all my work.  
— Person's Name, from Twitter

[SEE MORE](#)



### DOWNLOAD THE PERFECT CARRY ON.

[GET THE FREE GOGO APP](#) →

### BUY BEFORE YOU FLY

**GOGO Unlimited**

The best value for frequent flyers.

[More Info](#)

**\$49<sup>95</sup>**

per month

[BUY](#)

**GOGO All-Day Pass**

All-day Gogo access on any Gogo equipped flights on the same airline.

[More Info](#)







**\$14<sup>00</sup>**

[BUY](#)

When you "Buy Before You Fly" you'll enjoy quick and easy sign-in, leaving you more time to Gogo. Choose the Gogo All-Day pass or Gogo Unlimited and get on board, ready to connect.

[VIEW ALL PRODUCTS](#) →

Sign up for Gogo® news  →

[AIRLINE SERVICES](#) [\\*-\)- FEEDBACK](#)      

[Site Map](#) [Gift Card & Promo Code Use](#) [Terms of Use](#) [Privacy Policy](#)

©2013 Gogo LLC. All trademarks are the property of their respective owners.



## **How Gogo Inflight Internet Works**

**At last, you can finally surf the Internet at 30,000 feet. So, how does Gogo turn your airliner into an 'onliner'?**

**It's a simple idea, really. When you're using a mobile phone in your car, your phone continuously searches for the strongest connection. As you move, your phone switches cell towers to maintain the best signal.**

**Gogo has taken that idea...**

**...and sent it skyward.**

**Aircell, the company behind Gogo, has built a mobile broadband network of ground towers covering the entire sky above the continental U.S. Equipment onboard your plane is continuously selecting the strongest connection from the towers below. With nothing but air between these towers and your plane, you're always getting the best connection.**

**And because the network is build and managed by Aircell, the leader in airborne communications for 15 years you can rest assured it is reliable and safe.**

**...So you can Gogo with confidence. Email a client to tell them you enjoyed your visit. Make dinner reservations. Check out an online auction. Get the latest Hollywood gossip...**



## Buy Before You Fly

Pack your bags with a Gogo pass to enjoy quick, easy sign in once you're in the air.

### IN-AIR INTERNET PASSES

Valid for use on Gogo equipped flights operating between destinations within the United States, Canada and Mexico, where network coverage is available.

ALL PARTNER  
AIRLINES

AUTOMATICALLY  
RENEWS

DEVICES  
SUPPORTED

#### ALL-DAY PASS

\$16<sup>00</sup>

24 hours of continuous access on the same airline.

Expires

BUY NOW



Learn

#### 1-H

60 m  
Gogo

Learn

#### GO

Unlin

Learn

#### AIR

Mon



Gogo North American coverage

- Subscription service with hassle-free auto-renewal each month.
- Starts immediately – cancel anytime.

How Gogo works  
General FAQs  
Terms & Conditions

Close ✕

WHERE TO FIND GOGO → AIR CANADA ALASKA AIRLINES AMERICAN AIRLINES DELTA UNITED US AIRWAYS VIRGIN AMERICA

Service available on select flights in the continental United States and Alaska.

Sign up for Gogo® news



AIRLINE SERVICES

\*-) FEEDBACK



web.archive.org/web/20130104142615/http://www.gogoair.com/gogo/cms/work.do — Gogo Inflight Internet – How Gogo works


My Library | Sign In | Create Account | Live Help

**gogo**  
IN AIR.  
ONLINE.

CONNECT COVERAGE ABOUT GOGO

## How Gogo works

### Watch how Wi-Fi takes flight



©2013 Gogo LLC. All trademarks are the property of their respective owners.

Technical specifications

Is Gogo fast? Is the sky blue? The Gogo experience is best compared to mobile broadband service on the ground — except with a whole lot more altitude. All you need is a Wi-Fi enabled device, a Gogo account, and a burning desire to access exclusive in-air experiences available only on Gogo.


Related Frequently Asked Questions

- [What are the minimum requirements to use Gogo? »](#)
- [How do I know if my device is Wi-Fi enabled? »](#)
- [Is it safe to use Wi-Fi in flight? »](#)
- [How secure is the Gogo Inflight Portal? »](#)

Nationwide coverage





Gogo Internet operates on wireless signals provided by Gogo's Air-To-Ground network, a reliable network of cellular towers spanning from sea to shining sea. While The Gogo Network has wired the entire continental United States for skyward Wi-Fi, actual signal strength and coverage may vary by altitude and network traffic volume.

[Learn more »](#)



[Read coverage disclaimer »](#)

Sign up for Gogo® news

AIRLINE SERVICES \*-)- FEEDBACK    

©2013 Gogo LLC. All trademarks are the property of their respective owners.

[Site Map](#) [Gift Card & Promo Code Use](#) [Terms of Use](#) [Privacy Policy](#)



## Service & Security

Your search is complete

### ▼ **Security** of Wi-Fi and need for good user practices.

It is possible for data to be captured when transmitted between a user's device and the Wi-Fi access point via un-encrypted connections. We therefore encourage users to take precautions to lower your **security** risks when accessing Wi-Fi. In general, it's a good idea to disable file-sharing when using a public network, and to refrain from accessing or transmitting sensitive or private information. Make sure your laptop has firewall and malware protection, as well.

SSL-encrypted websites or pages can generally be **securely** accessed through the Gogo Inflight service. These sites are usually indicated by "https" and a "lock" icon in the address field. The Gogo purchase path is **secured** with SSL encryption, for example. However, Gogo doesn't provide WEP or WPA protection between our inflight Wi-Fi access point and the user's computer. This is due to multiple users sharing the access point. If you have VPN, we recommend you use that channel for greater **security**. Gogo does support **secure** VPN access.

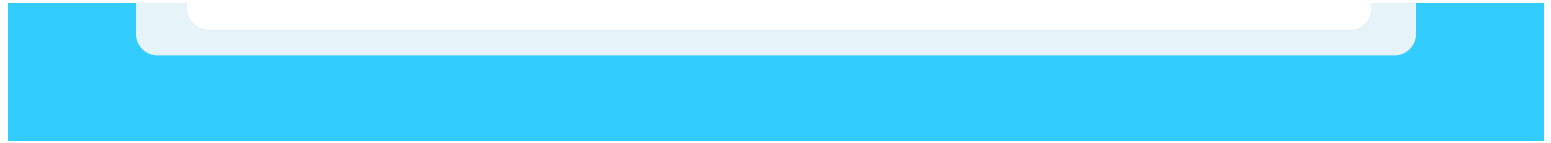
.....

### ▼ Is it safe to use Wi-Fi in flight?

Passenger **security** and safety is of utmost importance, which is why we rigorously test all aspects of our service before it's used onboard.

.....

- ▶ I bought a Flight Pass on my smart phone. Can I use it on my laptop or tablet?
- ▶ Can I access Gogo from two separate devices at the same time?
- ▶ How do I turn off Privacy mode?
- ▶ Can I access my corporate network using a VPN?
- ▶ How does a Gogo Flight Pass work?
- ▶ How do I connect to Gogo with my iPhone or iPod Touch?
- ▶ Can I use Gogo on international flights?
- ▶ Will my Windows 10 device connect to Gogo Internet in flight?







SatCom Law LLC  
1317 F St. NW, Suite 400  
Washington, D.C. 20004  
T 202.599.0975  
www.satcomlaw.com

July 20, 2012

***By Electronic Filing***

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: *Ex Parte* Presentation of Gogo LLC in IB Docket No. 05-20, Service Rules and Procedures to Govern the Use of Aeronautical Mobile-Satellite Earth Stations in Frequency Bands Allocated to the Fixed-Satellite Service**

Dear Ms. Dortch:

On July 18, 2012, Gogo LLC ("Gogo") discussed matters relating to the above-referenced rulemaking proceeding (the "AMSS Proceeding") with the staff of the International Bureau. Gogo personnel in attendance were Bhavini Desai, Bill Gordon, Tim Joyce, Yong Liu, and Grant Saroka, along with Frank Blanda of AeroSat, Sidney Skjei and Ken Ryan of Skjei Telecom, and Karis Hastings, outside counsel for Gogo. The International Bureau staff members present during this discussion were: Paul Blais, Stephen Duall, Howard Griboff, Andrea Kelly, and Byung K. Yi. This letter summarizes the discussion and provides additional information regarding Gogo's experience and views with respect to accommodating law enforcement interests in the context of the provision of in-flight communications services.

In its remarks, Gogo explained that it is aware of the 2005 comments by the U.S. Department of Justice, including the Federal Bureau of Investigation, and the U.S. Department of Homeland Security suggesting that the Commission specify a mandatory list of capabilities that would apply to any entity granted a license pursuant to the rules adopted in the AMSS Proceeding.<sup>1</sup> However, Gogo indicated that it did not believe that adoption of the set of requirements proposed in the Department Comments was necessary. Gogo also expressed concern that imposing such requirements could have significant adverse consequences on AMSS operators.

Gogo was a pioneer in providing in-flight connectivity and entertainment services on commercial and business aircraft. Gogo's existing in-flight service uses the company's dedicated air-to-ground ("ATG") network under a license issued by the FCC following a spectrum auction in

---

<sup>1</sup> See Comments of the Department of Justice, including the Federal Bureau of Investigation, and the Department of Homeland Security, IB Docket No. 05-20, at 4-9 (filed July 5, 2005) (the "Department Comments").



2006.<sup>2</sup> Delta Air Lines, American Airlines, Virgin America, Alaska Airlines, US Airways, Frontier Airlines and Air Tran Airways all offer in-flight communications capability using the Gogo ATG network. More than 5 million users have taken advantage of the Gogo service, which is available today throughout CONUS and in parts of Alaska.

In designing its existing network, Gogo worked closely with law enforcement to incorporate functionalities and protections that would serve public safety and national security interests. Gogo's network is fully compliant with the Communications Assistance for Law Enforcement Act ("CALEA"). The Commission's ATG rules do not require licensees to implement capabilities to support law enforcement beyond those outlined in CALEA.<sup>3</sup> Nevertheless, Gogo worked with federal agencies to reach agreement regarding a set of additional capabilities to accommodate law enforcement interests. Gogo then implemented those functionalities into its system design.

Gogo believes that its experience demonstrates that a flexible approach based on direct negotiation can best ensure that AMSS operators deploy capabilities designed to protect public safety and national security, and that adoption of a specific list of capabilities in the AMSS Proceeding is unwarranted. The discussions between Gogo and law enforcement personnel resulted in identification of functionalities that met the priorities of law enforcement within the technical capabilities of the Gogo network and without imposing unreasonable costs. Furthermore, the current agreement between Gogo and law enforcement can be revisited and updated as appropriate to reflect advances in technology or changes in law enforcement needs. Gogo understands that other providers of in-flight communications have reached similar agreements.

Thus, in the absence of any Commission-imposed requirement, Gogo and other providers have reached voluntary agreements with representatives of law enforcement agencies regarding capabilities to promote public safety and national security. Of course, to the extent that any future AMSS applicant refuses to accommodate law enforcement concerns, the law enforcement agencies could raise objections in the context of applicable licensing proceedings before the Commission.

In contrast, adoption of a specific list of capabilities would ignore network-specific design characteristics, potentially imposing significant costs on in-flight communications providers. It could also lead to perverse consequences.

For example, Gogo's operational ATG network complies with the terms of the existing agreement Gogo has with law enforcement. As Gogo expands its service to include an AMSS component, Gogo will be relying on the same in-cabin network to interface with users, and the users will not know whether their connection relies on the ATG or AMSS link between the aircraft and the ground infrastructure. As discussed above, Gogo's ATG-based service is not subject to law enforcement-related requirements other than those set forth in CALEA and instead operates in compliance with the agreement Gogo has reached with law enforcement. If the Commission chose to adopt a required list of capabilities in the AMSS area, Gogo's unified

---

<sup>2</sup> Call Sign WQFX728, granted Oct. 31, 2006.

<sup>3</sup> The rules for air-ground radiotelephone service are found in 47 C.F.R., Part 22, Subpart G.

Ms. Marlene H. Dortch

- 3 -

July 20, 2012

in-flight network would be subject to differing – and possibly conflicting – requirements to satisfy law enforcement interests. For example, in order to meet a requirement imposed for AMSS, Gogo might need to undertake changes in its network design that would compromise Gogo's continued ability to comply with Gogo's obligations under its agreement with law enforcement with respect to the Gogo ATG operation. Such a situation in which the rules differ for ATG and AMSS could also harm competition in the market for in-flight services by imposing significant new compliance costs on AMSS operations that would not apply to services provided using a terrestrial network.

In short, Gogo believes that the existing practice of using direct negotiation to develop law enforcement capabilities for in-flight communications networks addresses the policy concerns raised in the Department Comments. In Gogo's view, adoption of a specific required list of capabilities is unjustified and could have material adverse consequences.

Please address any questions regarding this matter to the undersigned.

Respectfully submitted,

*/s/ Karis A. Hastings*

Karis A. Hastings

Counsel for Gogo LLC  
karis@satcomlaw.com

cc: Paul Blais  
Stephen Duall  
Howard Griboff  
Andrea Kelly  
Byung K. Yi



Home



Moments

Search Twitter



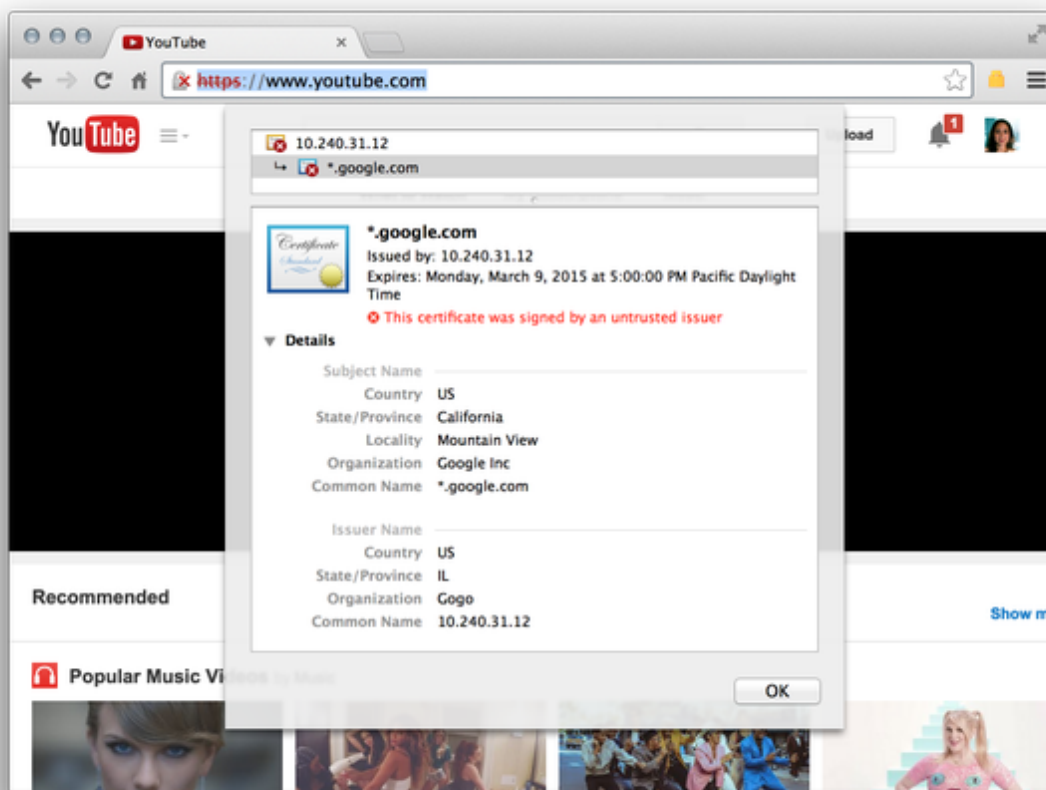
Have an account? Log in

**Adrienne Porter Felt**

@\_\_apf\_\_

Follow

hey @Gogo, why are you issuing  
\*.google.com certificates on your planes?



RETWEETS

1,018

LIKES

573



10:33 AM - 2 Jan 2015

