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*Attorneys for Plaintiff, Dorothy Ayer, and all others similarly situated*

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

DOROTHY AYER, individually, and  
on behalf of other members of the  
general public similarly situated,

Plaintiff,

vs.

FRONTIER COMMUNICATIONS  
CORPORATION,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

**Jury Trial Demanded**

1 Plaintiff Dorothy Ayer (“Plaintiff”), individually and on behalf of all other  
2 members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant  
5 FRONTIER COMMUNICATIONS CORPORATION (hereinafter “Defendant”)  
6 to stop Defendant’s practice of falsely advertising its internet services and to  
7 obtain redress for a nationwide class of consumers (“Class Members”) who  
8 changed position, within the applicable statute of limitations period, as a result of  
9 Defendant’s false and misleading advertisements.

10 2. Defendant is a corporation with principal place of business in  
11 Connecticut and state of incorporation in Delaware and is engaged in the sale and  
12 distribution of internet and telephone services.

13 3. Defendant represents that certain internet services will be provided at  
14 a particular price when this is in fact false. In addition, Defendant represents to its  
15 consumers that there will be no installation charges, activation fees or other  
16 miscellaneous fees other than the advertised price of its service plans when this is  
17 in fact false as well. Defendant misrepresented and falsely advertised to Plaintiff  
18 and others similarly situated consumers these internet services (hereinafter “Class  
19 Products”).

20 4. Plaintiff and others similarly situated purchased or attempt to  
21 purchase these internet services.

22 5. Defendant’s misrepresentations to Plaintiff and others similarly  
23 situated caused them to purchase or attempt these internet services, which Plaintiff  
24 and others similarly situated would not have purchased or attempted to purchase  
25 absent these misrepresentations by Defendant and its employees. In so doing,  
26 Defendant has violated California consumer protection statutes.

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1                   **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

2           6.       Consumers purchase internet services advertised to be a certain price.

3           7.       Consumers rely on the representations and advertisements of retailers  
4 in order to know which internet services to purchase.

5           8.       Defendants are engaged in the manufacture, marketing, supplying and  
6 distributing of telephones at a higher priced than advertised and including  
7 additional fees.

8           9.       When consumers purchase the internet services they are purchasing  
9 the internet services for the prices that are advertised to come with them.

10          10.       Defendants profit from the sale of the internet services. At a higher  
11 price, many of the consumers would not have purchased or attempted to purchase  
12 these internet services.

13          11.       In actual fact, the internet services were over seven times the  
14 advertised price.

15          12.       Defendants conceal the fact that internet services are not the  
16 advertised price.

17          13.       Defendants do not present consumers with a written copy of the  
18 correct terms of the purchase prior to purchase.

19          14.       Defendants make written and oral representations to consumers  
20 which contradict the actual price of the internet services.

21          15.       The aforementioned written and oral representations are objectively  
22 false, and constitute false advertising under Cal. Bus. & Prof. Code §§ 17500 et.  
23 seq. an unlawful, unfair, or deceptive business practices under Cal. Bus. & Prof.  
24 Code §§ 17200 et. seq.

25          16.       Defendants' violations of the law include, but not limited to, the false  
26 advertising, marketing, representations, and sale of the invalid Class Products to  
27 consumers in California.

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1 corporation company with its principle place of business located and  
2 headquartered in Connecticut. Defendant's State of Incorporation is in Delaware.

3 24. Plaintiff is informed and believes, and thereon alleges, that each and  
4 all of the acts and omissions alleged herein were performed by, or is attributable  
5 to, Defendants and/or its employees, agents, and/or third parties acting on its  
6 behalf, each acting as the agent for the other, with legal authority to act on the  
7 other's behalf. The acts of any and all of Defendants' employees, agents, and/or  
8 third parties acting on its behalf, were in accordance with, and represent, the  
9 official policy of Defendants.

10 25. Plaintiff is informed and believes, and thereon alleges, that said  
11 Defendants are in some manner intentionally, negligently, or otherwise  
12 responsible for the acts, omissions, occurrences, and transactions of each and all  
13 its employees, agents, and/or third parties acting on its behalf, in proximately  
14 causing the damages herein alleged.

15 26. At all relevant times, Defendants ratified each and every act or  
16 omission complained of herein. At all relevant times, Defendants, aided and  
17 abetted the acts and omissions as alleged herein.

18 **PLAINTIFF'S FACTS**

19 27. In or around May of 2016, Plaintiff purchased an internet service plan  
20 that included a hard line telephone serve with Defendant for sixty nine dollars per  
21 month (\$69.00).

22 28. For the service plan, Plaintiff paid more than valuable consideration.

23 29. When purchasing Defendants' services Defendants informed Plaintiff  
24 that she would have to pay no installation changes, activation fees, or other  
25 miscellaneous charges.

26 30. Defendant never informed Plaintiff that they would charge Plaintiff  
27 any additional fees, nor did Plaintiff provide her consent to be charged any  
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1 additional fees.

2 31. Despite this, when Plaintiff received her first bill for June of 2016,  
3 Plaintiff was charged four hundred and twenty six dollars and fifty five cents  
4 (\$426.55).

5 32. Upon learning that the internet service plan was priced higher than  
6 Plaintiff anticipated, Plaintiff felt ripped off and cheated by Defendant.

7 33. Such sales tactics rely on falsities and have a tendency to mislead and  
8 deceive a reasonable consumer.

9 34. Defendants expressly represented to Plaintiff, through written  
10 statements, the price of its products and services.

11 35. Plaintiff alleges that such representations were part of a common  
12 scheme to mislead consumers and incentivize them to purchase telephones and  
13 services.

14 36. In purchasing the Class Products, Plaintiff relied upon Defendant's  
15 representations.

16 37. Such representations were clearly false because the prices of the  
17 products and services offered by Defendant were at a higher rate than represented.

18 38. Plaintiff would not have purchased the products and services if she  
19 knew that the above-referenced statements made by Defendants were false.

20 39. Had Defendants properly marketed, advertised, and represented the  
21 Class Products, Plaintiff would not have purchased the products and services.

22 40. Plaintiff gave her money, attention and time to Defendant because of  
23 the price that the internet service was advertised. Defendants benefited from  
24 falsely advertising the prices of the service. Defendants benefited on the loss to  
25 Plaintiff and provided nothing of benefit to Plaintiff in exchange.

26 41. Had Defendants properly marketed, advertised, and represented the  
27 Class Products, no reasonable consumer who purchased or attempted to purchase  
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1 the internet services would have believed that it was the price it actually way.

2 **CLASS ACTION ALLEGATIONS**

3 42. Plaintiff brings this action, on behalf of herself and all others similarly  
4 situated, and thus, seeks class certification under Federal Rule of Civil Procedure  
5 23.

6 43. The class Plaintiff seeks to represent (the “Class”) is defined as  
7 follows:

8 All consumers, who, between the applicable statute of  
9 limitations and the present, purchased or attempted to  
10 purchase one or more Class Products in the United  
States, and whose telephone or telephone service was  
advertised at a lower price than charged.

11 44. As used herein, the term “Class Members” shall mean and refer to the  
12 members of the Class described above.

13 45. Excluded from the Class is Defendant, its affiliates, employees,  
14 agents, and attorneys, and the Court.

15 46. Plaintiff reserves the right to amend the Class, and to add additional  
16 subclasses, if discovery and further investigation reveals such action is warranted.

17 47. Upon information and belief, the proposed class is composed of  
18 thousands of persons. The members of the class are so numerous that joinder of  
19 all members would be unfeasible and impractical.

20 48. No violations alleged in this complaint are contingent on any  
21 individualized interaction of any kind between class members and Defendant.

22 49. Rather, all claims in this matter arise from the identical, false,  
23 affirmative representations of the services, when in fact, such representations were  
24 false.

25 50. There are common questions of law and fact as to the Class Members  
26 that predominate over questions affecting only individual members, including but  
27 not limited to:  
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- 1 (a) Whether Defendant engaged in unlawful, unfair, or deceptive
- 2 business practices in selling Class Products to Plaintiff and
- 3 other Class Members;
- 4 (b) Whether Defendants made misrepresentations with respect to
- 5 the Class Products sold to consumers;
- 6 (c) Whether Defendants profited from both the sale of the
- 7 telephones and the advertised green base;
- 8 (d) Whether Defendants violated California Bus. & Prof. Code §
- 9 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*
- 10 *seq.*;
- 11 (e) Whether Defendants violated California Bus. & Prof. Code §
- 12 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*
- 13 *seq.*;
- 14 (f) Whether Plaintiff and Class Members are entitled to equitable
- 15 and/or injunctive relief;
- 16 (g) Whether Defendants' unlawful, unfair, and/or deceptive
- 17 practices harmed Plaintiff and Class Members; and
- 18 (h) The method of calculation and extent of damages for Plaintiff
- 19 and Class Members.

20 51. Plaintiff is a member of the class she seeks to represent

21 52. The claims of Plaintiff are not only typical of all class members, they  
22 are identical.

23 53. All claims of Plaintiff and the class are based on the exact same legal  
24 theories.

25 54. Plaintiff has no interest antagonistic to, or in conflict with, the class.

26 55. Plaintiff is qualified to, and will, fairly and adequately protect the  
27 interests of each Class Member, because Plaintiff bought Class Products from

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1 Defendants during the Class Period. Defendant's unlawful, unfair and/or  
2 fraudulent actions concerns the same business practices described herein  
3 irrespective of where they occurred or were experienced. Plaintiff's claims are  
4 typical of all Class Members as demonstrated herein.

5 56. Plaintiff will thoroughly and adequately protect the interests of the  
6 class, having retained qualified and competent legal counsel to represent herself  
7 and the class.

8 57. Common questions will predominate, and there will be no unusual  
9 manageability issues.

## 10 **FIRST CAUSE OF ACTION**

### 11 **Violation of the California False Advertising Act**

#### 12 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

13 58. Plaintiff incorporates by reference each allegation set forth above.

14 59. Pursuant to California Business and Professions Code section 17500,  
15 *et seq.*, it is unlawful to engage in advertising "which is untrue or misleading, and  
16 which is known, or which by the exercise of reasonable care should be known, to  
17 be untrue or misleading . . . [or] to so make or disseminate or cause to be so made  
18 or disseminated any such statement as part of a plan or scheme with the intent not  
19 to sell that personal property or those services, professional or otherwise, so  
20 advertised at the price stated therein, or as so advertised."

21 60. California Business and Professions Code section 17500, *et seq.*'s  
22 prohibition against false advertising extends to the use of false or misleading  
23 written statements.

24 61. Defendant misled consumers by making misrepresentations and  
25 untrue statements about the Class Products, namely, Defendant sold telephones  
26 and services at a higher rate than advertised, and made false representations to  
27 Plaintiff and other putative class members in order to solicit these transactions.  
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1           62. Defendant knew that its representations and omissions were untrue  
2 and misleading, and deliberately made the aforementioned representations and  
3 omissions in order to deceive reasonable consumers like Plaintiff and other Class  
4 Members.

5           63. As a direct and proximate result of Defendant’s misleading and false  
6 advertising, Plaintiff and the other Class Members have suffered injury in fact and  
7 have lost money or property, time, and attention. Plaintiff reasonably relied upon  
8 Defendant’s representations regarding the Class Products. In reasonable reliance  
9 on Defendant’s false advertisements, Plaintiff and other Class Members purchased  
10 the Class Products. In turn Plaintiff and other Class Members ended up with or  
11 attempted to obtain services that turned out to actually be more expensive than  
12 advertised, and therefore Plaintiff and other Class Members have suffered injury  
13 in fact.

14           64. Plaintiff alleges that these false and misleading representations made  
15 by Defendant constitute a “scheme with the intent not to sell that personal property  
16 or those services, professional or otherwise, so advertised at the price stated  
17 therein, or as so advertised.”

18           65. Defendant advertised to Plaintiff and other putative class members,  
19 through written representations and omissions made by Defendant and its  
20 employees, that the Class Products would be of a particular price.

21           66. Thus, Defendant knowingly sold Class Products to Plaintiff and other  
22 putative class members.

23           67. The misleading and false advertising described herein presents a  
24 continuing threat to Plaintiff and the Class Members in that Defendant persists and  
25 continues to engage in these practices, and will not cease doing so unless and until  
26 forced to do so by this Court. Defendant’s conduct will continue to cause  
27 irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled  
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1 to preliminary and permanent injunctive relief ordering Defendant to cease its  
2 false advertising, as well as disgorgement and restitution to Plaintiff and all Class  
3 Members Defendant's revenues associated with their false advertising, or such  
4 portion of those revenues as the Court may find equitable.

5 **SECOND CAUSE OF ACTION**

6 **Violation of Unfair Business Practices Act**

7 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

8 68. Plaintiff incorporates by reference each allegation set forth above.

9 69. Actions for relief under the unfair competition law may be based on  
10 any business act or practice that is within the broad definition of the UCL. Such  
11 violations of the UCL occur as a result of unlawful, unfair or fraudulent business  
12 acts and practices. A plaintiff is required to provide evidence of a causal  
13 connection between a defendants' business practices and the alleged harm--that is,  
14 evidence that the defendants' conduct caused or was likely to cause substantial  
15 injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct  
16 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory  
17 definition of unfair competition covers any single act of misconduct, as well as  
18 ongoing misconduct.

19 **UNFAIR**

20 70. California Business & Professions Code § 17200 prohibits any  
21 "unfair . . . business act or practice." Defendant's acts, omissions,  
22 misrepresentations, and practices as alleged herein also constitute "unfair"  
23 business acts and practices within the meaning of the UCL in that its conduct is  
24 substantially injurious to consumers, offends public policy, and is immoral,  
25 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs  
26 any alleged benefits attributable to such conduct. There were reasonably available  
27 alternatives to further Defendant's legitimate business interests, other than the  
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1 conduct described herein. Plaintiff reserves the right to allege further conduct  
2 which constitutes other unfair business acts or practices. Such conduct is ongoing  
3 and continues to this date.

4 71. In order to satisfy the “unfair” prong of the UCL, a consumer must  
5 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing  
6 benefits to consumers or competition; and, (3) is not one that consumers  
7 themselves could reasonably have avoided.

8 72. Here, Defendant’s conduct has caused and continues to cause  
9 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
10 the Class have suffered injury in fact due to Defendant’s decision to sell them  
11 falsely described telephones (Class Products). Thus, Defendant’s conduct has  
12 caused substantial injury to Plaintiff and the members of the Sub-Class.

13 73. Moreover, Defendant’s conduct as alleged herein solely benefits  
14 Defendant while providing no benefit of any kind to any consumer. Such  
15 deception utilized by Defendant convinced Plaintiff and members of the Class that  
16 the Class Products were a certain price, in order to induce them to spend money  
17 on said Class Products. In fact, knowing that Class Products were not this price,  
18 Defendant unfairly profited from their sale. Thus, the injury suffered by Plaintiff  
19 and the members of the Sub-Class is not outweighed by any countervailing  
20 benefits to consumers.

21 74. Finally, the injury suffered by Plaintiff and members of the Sub-Class  
22 is not an injury that these consumers could reasonably have avoided. After  
23 Defendant falsely represented the Class Products, Plaintiff and class members  
24 suffered injury in fact due to Defendant’s sale of Class Products to them.  
25 Defendant failed to take reasonable steps to inform Plaintiff and class members  
26 that the Class Products did not include the advertised piece. As such, Defendant  
27 took advantage of Defendant’s position of perceived power in order to deceive  
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1 Plaintiff and the Class members to purchase telephones and services for a higher  
2 price. Therefore, the injury suffered by Plaintiff and members of the Class is not  
3 an injury which these consumers could reasonably have avoided.

4 75. Thus, Defendant's conduct has violated the "unfair" prong of  
5 California Business & Professions Code § 17200.

6 **FRAUDULENT**

7 76. California Business & Professions Code § 17200 prohibits any  
8 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
9 prong of the UCL, a consumer must allege that the fraudulent business practice  
10 was likely to deceive members of the public.

11 77. The test for "fraud" as contemplated by California Business and  
12 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
13 common law fraud, a § 17200 violation can be established even if no one was  
14 actually deceived, relied upon the fraudulent practice, or sustained any damage.

15 78. Here, not only were Plaintiff and the Class members likely to be  
16 deceived, but these consumers were actually deceived by Defendant. Such  
17 deception is evidenced by the fact that Plaintiff agreed to purchase Class Products  
18 under the basic assumption that they cost a certain price when in fact they were  
19 much more expensive. Plaintiff's reliance upon Defendant's deceptive statements  
20 is reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For  
21 the same reason, it is likely that Defendant's fraudulent business practice would  
22 deceive other members of the public.

23 79. As explained above, Defendant deceived Plaintiff and other Class  
24 Members by representing the Class Products as including the described piece, and  
25 thus falsely represented the Class Products.

26 80. Thus, Defendant's conduct has violated the "fraudulent" prong of  
27 California Business & Professions Code § 17200.

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**UNLAWFUL**

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81. California Business and Professions Code Section 17200, et seq. prohibits “any unlawful...business act or practice.”

82. As explained above, Defendant deceived Plaintiff and other Class Members by representing the Class Products as being a lower price than they were.

83. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiff and Class Members to purchase the Class Products, in violation of California Business and Professions Code Section 17500, et seq. Had Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiff and Class Members would not have purchased the Class Products. Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members.

84. These representations by Defendant is therefore an “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

85. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions

**MISCELLANEOUS**

86. Plaintiff and Class Members allege that they have fully complied with all contractual and other legal obligations and fully complied with all conditions precedent to bringing this action or that all such obligations or conditions are excused.

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**REQUEST FOR JURY TRIAL**

87. Plaintiff requests a trial by jury as to all claims so triable.

**PRAYER FOR RELIEF**

88. Plaintiff, on behalf of herself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring FRONTIER COMMUNICATIONS CORPORATION, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring FRONTIER COMMUNICATIONS CORPORATION to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

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Dated: September 12, 2016      Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: /s/ Todd M. Friedman  
TODD M. FRIEDMAN, ESQ.  
Attorney for Plaintiff Dorothy Ayer