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Superior Court of California
County of Los Angeles

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

Adrian N. Gomez and Norma R. Gomez,
individually, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

vs.

AT&T CORP.; and DOES 1 through 10,
inclusive,

Defendant.

Case No. **20STCV17780**

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.*)
- (3) Violation of Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*)

Amount to Exceed \$25,000

Jury Trial Demanded

CLASS ACTION COMPLAINT

1 Plaintiffs Adrian N. Gomez and Norma R. Gomez ("Plaintiffs"), individually and on
2 behalf of all other members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiffs bring this class action Complaint against Defendant AT&T Corp.
5 (hereinafter "Defendant") to stop Defendant's practice of falsely advertising its products and
6 services in written advertisements and orally on the phone and to obtain redress for a California
7 class of consumers ("Class Members") who changed position, within the applicable statute of
8 limitations period, as a result of Defendant's false and misleading advertisements.

9 2. Defendant is a corporation with principal place of business in Connecticut and
10 state of incorporation in Delaware and is engaged in the sale and distribution of home internet,
11 television, and telephone service.

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

19 4. Plaintiffs and others similarly situated purchased or attempt to purchase these
20 Class Products.

21 5. Defendant's misrepresentations to Plaintiffs and others similarly situated caused
22 them to purchase these home internet, television, and telephone services, which Plaintiffs and
23 others similarly situated would not have purchased or attempted to purchase absent these
24 misrepresentations by Defendant and its employees. In so doing, Defendant has violated
25 California consumer protection statutes, including the Unfair Competition Law and False
26 Advertising Laws.

NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

6. Consumers purchase home television services advertised to be a certain price.

7. Consumers rely on the representations and advertisements of retailers in order to know which communication services to purchase. Price and features are important and material to consumers at the time they sign up for services with a particular service providers, as consumers are sensitive to the costs they pay for these services, compared to what they could purchase from a competitor service provider.

8. Defendant is engaged in the manufacture, marketing, supplying and distributing of services at a higher price and of a different quality than advertised and including additional fees that are not disclosed at the time consumers sign up for services.

9. When consumers sign up for services with a service provider, they reasonably believe that they will be billed at a rate that is equal to the price that was advertised and disclosed at the time they agree to initiate a relationship with the service provider.

10. Defendant profits from the sale of the services at a higher price, at which many of the consumers would not have purchased these services, or would have chosen to purchase services from a competitor.

11. In particular, Defendant represented through written advertisement that its DirecTV services ("the Class Products") would be offered at a certain locked-in price for two years, which is reflected on consumers monthly billing statements as monthly credits. In reality, after twelve (12) months, Defendant removes those credits and charge consumers significantly more than the two year locked in price that was represented.

12. In the case of Plaintiffs, the services purchased were twice as expensive as the advertised price that was communicated to Plaintiffs at the time they agreed to purchase said services.

13. Defendant conceals the fact that its home services are not going to be provided at the advertised price, in order to deceive consumers into paying more than they agreed to for the same level of service.

14. Defendant does not present consumers with a written copy of the correct terms of the purchase prior to purchase, in order to conceal the deception that is at issue in this case.

15. Defendant makes oral and written representations to consumers which contradict the actual price of the home services that will be billed after the consumer signs up for service.

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

17. Defendant's violations of the law include, but not limited to, the false advertising, marketing, representations, and sale of the falsely advertised Class Products to consumers in California.

18. On behalf of the class, Plaintiffs seek an injunction requiring Defendant to cease advertising and selling the Class Products in a manner that is deceptive, to disclose all hidden fees in a conspicuous manner at or prior to the point of sale, and an award of damages to the Class Members, together with costs and reasonable attorneys' fees.

JURISDICTION AND VENUE

19. All claims in this matter arise exclusively under California law.

20. This matter is properly venued in the Superior Court for the County of Los Angeles, in that Plaintiffs purchased the Class Products from Defendant in Los Angeles County and Defendant provided the Class Products to Plaintiffs in that location.

THE PARTIES

21. Plaintiff Adrian N. Gomez is a citizen and resident of the State of California,
County of Los Angeles.

22. Plaintiff Norma R. Gomez is a citizen and resident of the State of California,
County of Los Angeles.

23. Defendant AT&T Corp. is a New York corporation with its principle place of business located and headquartered in New Jersey. Defendant's State of Incorporation is in New York.

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

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

11 26. At all relevant times, Defendant ratified each and every act or omission
12 complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions
13 as alleged herein.

14 **PLAINTIFFS' FACTS**

15 27. In or around December of 2016, Plaintiffs viewed a promotional advertisement
16 by Defendant offering a two year price guarantee on certain services if a contract was entered
17 into.

18 28. Based on this advertisement, Plaintiffs called Defendant who confirmed through
19 multiple agents that there were two year contracts with price guarantees for the entire period for
20 DirecTV home television offered by AT&T.

21 29. In particular, Defendant represented that Plaintiffs would be charged \$67.29
22 before taxes and fees per month for two years for Defendant's DirecTV Choice package.

23 30. Based on these representations, Plaintiffs agreed to purchase Defendant's Class
24 Products.

25 31. On each monthly bill Plaintiffs received, it noted that the normal price was \$115,
26 but that Plaintiffs were receiving \$11 off and \$10 off this price, with an indication that this was
27 month x of 24 for the discount.

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1 32. However, on January 27, 2018, the 14th month of the two year plan, Plaintiffs
2 received a bill which contained none of the promotional discounts which were supposed to last
3 until the 24th month.

4 33. Plaintiffs contacted Defendant and requested they honor the agreed to and
5 advertised price lock, but Defendant refused and continued to charge Plaintiffs approximately
6 double of the agreed to price.

7 34. Plaintiffs relied on the statements of Defendant as to the cost of their Class
8 Products, in deciding to sign up for service with Defendant in exchange for valuable
9 consideration.

10 35. For the Class Products, Plaintiffs paid more than valuable consideration.
11 Plaintiffs relied on the fact that the television plan was being advertised for a particular price
12 for two years. Plaintiffs were never informed, in writing, orally, or in any conspicuous manner,
13 that the two year promotion was actually only effective for thirteen (13) months.

14 36. Plaintiffs relied on Defendant's statements about the cost of the Class Products
15 in deciding to purchase services from Defendant over other competitors. Plaintiffs felt assured
16 that since Defendant provided them with a specific cost of Class Products, and failed to disclose
17 that the two year locked in promotion was not for two years, that they would be charged the
18 price that was advertised. Plaintiffs would not have agreed to sign up for Class Products with
19 Defendant if they had known that Defendant would charge them a higher price than was
20 represented, for the services.

21 37. The charging of additional fees is a material term that would have been very
22 important to Plaintiffs' decision to sign up for services with Defendant, and would have
23 impacted their decision to purchase Class Products from Defendant over other brands of service.
24 Plaintiffs would have found it important to their purchase decision to know exactly what they
25 were going to be charged for service, and believed that they knew that amount to be the amounts
26 indicated on the phone by Defendant's representatives prior to purchase.

27 38. Despite these facts, when Plaintiffs received their fourteenth monthly bill,
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1 Plaintiffs were charged greatly in excess of the amount represented by Defendant.

2 39. Plaintiffs felt ripped off and cheated by Defendant, for being charged and billed
3 for rates that were greatly in excess of the agreed to rates. Plaintiffs believe that Defendant will
4 continue its action of attempting to collect amounts from Plaintiffs and others that are not owed,
5 unless Defendant's practices are halted by way of an injunction.

6 40. As a result of Defendant's fraudulent billing practices, described herein,
7 Plaintiffs have suffered emotional distress, wasted time, and anxiety. Plaintiffs have also been
8 subjected to collection efforts to collect an amount of money from Plaintiffs that they do not
9 owe. Plaintiffs have suffered a restitutionary harm in so far as Defendant may initiate legal
10 action against Plaintiffs to recover these amounts not owed, and has indicated, through its
11 actions, that it intends to collect on such balance. Plaintiffs bring this case to prevent Defendant
12 from taking such action, and to preserve their rights, to recover these amounts, through billing
13 credits and/or equivalent monetary compensation that will offset these improperly billed sums
14 of money.

15 41. Plaintiffs allege on information and belief that Defendant fail to honor their two
16 year rate promotions and instead prematurely cancel the locked in rate and charge customers a
17 significantly higher rate. Plaintiffs assert that this practice constitutes both a material
18 misrepresentation and a fraudulent omission of a material fact relating to the cost of Class
19 Products, that would be important to a reasonable consumer to know at the time they sign up
20 for services with Defendant.

21 42. Plaintiffs allege on information and belief that Defendant's policy and practice
22 is to materially misrepresent the price of its services, through said fraudulent omissions and
23 misrepresentations, to induce consumers to reasonably rely on the price of service, in order to
24 induce their purchase of services from Defendant over law abiding competitors.

25 43. Defendant has a duty to disclose the full cost of services to consumers, prior to
26 the time that they agree to purchase services from Defendant. Defendant has a duty to disclose
27 these material terms, because such terms would be highly important to a reasonable consumer,
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1 because a failure to disclose such terms would have the effect of drastically and unexpectedly
2 elevating the price of Defendant's Class Products for consumers, and because Defendant binds
3 consumers to contracts of terms, thereby preventing consumers from easily getting out of their
4 obligations with Defendant.

5 44. Upon learning that the television service plan was priced higher than Plaintiffs
6 anticipated, Plaintiffs felt ripped off and cheated by Defendant.

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

9 46. Defendant expressly represented to Plaintiffs, through written and oral
10 statements, the price of its products and services.

11 47. Plaintiffs allege that such representations were part of a common scheme to
12 mislead consumers and incentivize them to purchase Class Products.

13 48. In purchasing the Class Products, Plaintiffs relied upon Defendant's
14 representations.

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

17 50. Plaintiffs would not have purchased the products and services if they knew that
18 the above-referenced statements made by Defendant were false.

19 51. Had Defendant properly marketed, advertised, and represented the Class
20 Products, Plaintiffs would not have purchased the Class Products.

21 52. Plaintiffs agreed to give their money, attention and time to Defendant because of
22 the price that the Class Products were orally advertised at. Defendant benefited from falsely
23 advertising the prices of the Class Products. Defendant benefited on the loss to Plaintiffs and
24 provided nothing of benefit to Plaintiffs in exchange.

25 53. Had Defendant properly marketed, advertised, and represented the Class
26 Products, no reasonable consumer who purchased or attempted to purchase the Class Products
27 would have believed that it was the price promised in the advertisement.
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54. On information and belief, thousands of consumers have issued complaints online about similar experiences with Defendant prematurely ending its two year price guarantees and charging prices significantly in excess of the represented price, and attempting to bill them for hundreds of dollars more than they agreed to pay for services. It is this practice that Plaintiffs seeks to put an end to by public injunctive relief, and recover compensation for Class members.

55. Defendant's acts and omissions were intentional, and resulted from Defendant's desire to mislead consumers into making payments in excess of the agreed to price for Class Products.

CLASS ACTION ALLEGATIONS

56. Plaintiffs brings this action, on behalf of themselves and all others similarly situated, and thus, seeks class certification under California Rules of Civil Procedure.

57. The class Plaintiffs seek to represent (the “Class”) is defined as follows:

All consumers, who, between the applicable statute of limitations and the present, purchased one or more Class Products in the State of California which had a two year price guarantee, and whose price guarantee was removed prior to two years.

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

59. Excluded from the Class is Defendant, its affiliates, employees, agents, and attorneys, and the Court.

60. Plaintiffs reserve the right to amend the Class, and to add additional subclasses, if discovery and further investigation reveals such action is warranted.

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

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

1 63. Rather, all claims in this matter arise from the identical, false, affirmative
2 representations of the services, when in fact, such representations were false.

3 64. There are common questions of law and fact as to the Class Members that
4 predominate over questions affecting only individual members, including but not limited to:

- 5 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
6 practices in selling Class Products to Plaintiffs and other Class Members;
7 (b) Whether Defendant made oral or written misrepresentations with respect
8 to the Class Products sold to consumers;
9 (c) Whether Defendant profited from the sales of Class Products;
10 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
11 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and Cal. Civ. C. §
12 1750 *et. Seq.*;
13 (e) Whether Plaintiffs and Class Members are entitled to equitable and/or
14 injunctive relief;
15 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed
16 Plaintiffs and Class Members; and
17 (g) The method of calculation and extent of damages for Plaintiffs and Class
18 Members.

19 65. Plaintiffs are each a member of the class they seek to represent.

20 66. The claims of Plaintiffs are not only typical of all class members, they are
21 identical.

22 67. All claims of Plaintiffs and the Class are based on the exact same legal theories.

23 68. Plaintiffs have no interest antagonistic to, or in conflict with, the Class.

24 69. Plaintiffs are qualified to, and will, fairly and adequately protect the interests of
25 each Class Member, because Plaintiffs bought Class Products from Defendant during the Class
26 Period. Defendant's unlawful, unfair and/or fraudulent actions concerns the same business
27 practices described herein irrespective of where they occurred or were experienced. Plaintiffs'
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1 claims are typical of all Class Members as demonstrated herein.

2 70. Plaintiffs will thoroughly and adequately protect the interests of the class, having
3 retained qualified and competent legal counsel to represent themselves and the class.

4 71. Common questions will predominate, and there will be no unusual manageability
5 issues.

6 **FIRST CAUSE OF ACTION**

7 **Violation of the California False Advertising Act**

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

9 72. Plaintiffs incorporate by reference each allegation set forth above.

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

16 74. California Business and Professions Code section 17500, *et seq.*’s prohibition
17 against false advertising extends to the use of false or misleading written statements.

18 75. Defendant misled consumers by making misrepresentations and untrue
19 statements about the Class Products, namely, Defendant sold Class Products advertised as
20 having a two year price guarantee and then prematurely canceling prior to the two year
21 expiration date, and made false representations to Plaintiffs and other putative class members
22 in order to solicit these transactions.

23 76. Defendant knew that its representations and omissions were untrue and
24 misleading, and deliberately made the aforementioned representations and omissions in order
25 to deceive reasonable consumers like Plaintiffs and other Class Members.

26 77. As a direct and proximate result of Defendant’s misleading and false advertising,
27 Plaintiffs and the other Class Members have suffered injury in fact and have lost money or
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1 property, time, and attention. Plaintiffs reasonably relied upon Defendant's representations
 2 regarding the Class Products. In reasonable reliance on Defendant's false advertisements,
 3 Plaintiffs and other Class Members purchased the Class Products. In turn, Plaintiffs and other
 4 Class Members ended up with or attempted to obtain services that turned out to actually be more
 5 expensive than advertised, and therefore Plaintiffs and other Class Members have suffered
 6 injury in fact.

7 78. Plaintiffs allege that these false and misleading representations made by
 8 Defendant constitute a "scheme with the intent not to sell that personal property or those
 9 services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

10 79. The misleading and false advertising described herein presents a continuing
 11 threat to Plaintiffs and the Class Members in that Defendant persists and continues to engage in
 12 these practices, and will not cease doing so unless and until forced to do so by this Court.
 13 Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or
 14 restrained. Plaintiffs are entitled to preliminary and permanent injunctive relief ordering
 15 Defendant to cease its false advertising, as well as disgorgement and restitution to Plaintiff and
 16 all Class Members Defendant's revenues associated with their false advertising, or such portion
 17 of those revenues as the Court may find equitable. Plaintiffs seek the public remedy of public
 18 injunctive relief to prevent Defendant from continuing to engage in its injurious practices
 19 against California Consumers.

20 **SECOND CAUSE OF ACTION**

21 **Violation of Unfair Business Practices Act**

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

23 80. Plaintiffs incorporate by reference each allegation set forth above.

24 81. Actions for relief under the unfair competition law may be based on any business
 25 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
 26 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
 27 to provide evidence of a causal connection between a defendants' business practices and the
 28

1 alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause
 2 substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct
 3 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
 4 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

5 UNFAIR

6 82. California Business & Professions Code § 17200 prohibits any "unfair . . .
 7 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
 8 alleged herein also constitute "unfair" business acts and practices within the meaning of the
 9 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
 10 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
 11 alleged benefits attributable to such conduct. There were reasonably available alternatives to
 12 further Defendant's legitimate business interests, other than the conduct described herein.
 13 Plaintiffs reserve the right to allege further conduct which constitutes other unfair business acts
 14 or practices. Such conduct is ongoing and continues to this date.

15 83. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
 16 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
 17 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

18 84. Here, Defendant's conduct has caused and continues to cause substantial injury
 19 to Plaintiffs and members of the Class. Plaintiffs and members of the Class have suffered injury
 20 in fact due to Defendant's decision to sell them falsely described Class Products and then charge
 21 them a significantly higher rate after locking Plaintiffs into contracts. Thus, Defendant's
 22 conduct has caused substantial injury to Plaintiffs and the members of the Class.

23 85. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
 24 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
 25 convinced Plaintiffs and members of the Class that the Class Products were a certain price, in
 26 order to induce them to spend money on said Class Products. In fact, knowing that Class
 27 Products were not this price, Defendant unfairly profited from their sale. Thus, the injury
 28

1 suffered by Plaintiffs and the members of the Class is not outweighed by any countervailing
2 benefits to consumers.

3 86. Finally, the injury suffered by Plaintiffs and members of the Class is not an injury
4 that these consumers could reasonably have avoided. After Defendant falsely represented the
5 Class Products, Plaintiffs and Class members suffered injury in fact due to Defendant's sale of
6 Class Products to them. Defendant failed to take reasonable steps to inform Plaintiffs and Class
7 members that the Class Products were not at the advertised price. As such, Defendant took
8 advantage of Defendant's position of perceived power in order to deceive Plaintiffs and the
9 Class members to purchase Class Products for a higher price and of a different quality.
10 Therefore, the injury suffered by Plaintiffs and members of the Class is not an injury which
11 these consumers could reasonably have avoided.

12 87. Thus, Defendant's conduct has violated the "unfair" prong of California Business
13 & Professions Code § 17200.

14 FRAUDULENT

15 88. California Business & Professions Code § 17200 prohibits any "fraudulent ...
16 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
17 consumer must allege that the fraudulent business practice was likely to deceive members of
18 the public.

19 89. The test for "fraud" as contemplated by California Business and Professions
20 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
21 17200 violation can be established even if no one was actually deceived, relied upon the
22 fraudulent practice, or sustained any damage.

23 90. Here, not only were Plaintiffs and the Class members likely to be deceived, but
24 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
25 that Plaintiffs agreed to purchase Class Products under the basic assumption that they cost a
26 certain price when in fact they were much more expensive. Plaintiffs' reliance upon
27 Defendant's deceptive statements is reasonable due to the unequal bargaining powers of
28

1 Defendant and Plaintiffs. For the same reason, it is likely that Defendant's fraudulent business
2 practice would deceive other members of the public.

3 91. As explained above, Defendant deceived Plaintiffs and other Class Members by
4 representing the Class Products as including the described price and quality, and thus falsely
5 represented the Class Products.

6 92. Thus, Defendant's conduct has violated the "fraudulent" prong of California
7 Business & Professions Code § 17200.

8 **UNLAWFUL**

9 93. California Business and Professions Code Section 17200, et seq. prohibits "any
10 unlawful...business act or practice."

11 94. As explained above, Defendant deceived Plaintiffs and other Class Members by
12 representing the Class Products as being a lower price and of a different quality than they were.

13 95. Defendant used false advertising, marketing, and misrepresentations to induce
14 Plaintiffs and Class Members to purchase the Class Products, in violation of California Business
15 and Professions Code Section 17500, et seq. and Cal. Civ. C. §1750 *et. seq.*. Had Defendant
16 not falsely advertised, marketed or misrepresented the Class Products, Plaintiffs and Class
17 Members would not have purchased the Class Products. Defendant's conduct therefore caused
18 and continues to cause economic harm to Plaintiffs and Class Members.

19 96. These representations by Defendant is therefore an "unlawful" business practice
20 or act under Business and Professions Code Section 17200 *et seq.*.

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

THIRD CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

(Cal. Civ. Code § 1750 *et seq.*)

98. Plaintiffs incorporate by reference each allegation set forth above herein.

99. Defendant's actions as detailed above constitute a violation of the Consumer Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following provisions of the CLRA:

- a. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Cal. Civ. Code § 1770(7);
- b. Advertising goods or services with intent not to sell them as advertised; Cal. Civ. Code §1770(9);
- c. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; Cal. Civ. Code §1770(14); and
- d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; Cal. Civ. Code §1770(16);

100. On or about December 20, 2019, through their Counsel of record, using certified mail with a return receipt requested, Plaintiffs served Defendant with notice of its violations of the CLRA, and asked that Defendant correct, repair, replace or otherwise rectify the goods and services alleged to be in violation of the CLRA; this correspondence advised Defendant that they must take such action within thirty (30) calendar days, and pointed Defendant to the provisions of the CLRA that Plaintiffs believe to have been violated by Defendant. Defendant has not favorably replied to this correspondence, and have thereby refused to timely correct, repair, replace or otherwise rectify the issues raised therein. In addition, Plaintiffs will file a venue affidavit in compliance with the CLRA.

MISCELLANEOUS

101. Plaintiffs and Class Members allege that they have fully complied with all contractual and other legal obligations and fully complied with all conditions precedent to

1 bringing this action or that all such obligations or conditions are excused.

2 **REQUEST FOR JURY TRIAL**

3 102. Plaintiffs requests a trial by jury as to all claims so triable.

4 **PRAYER FOR RELIEF**

5 103. Plaintiffs, on behalf of themselves and the Class, requests the following relief:

- 6 (a) An order certifying the Class and appointing Plaintiffs as Representatives
7 of the Class;
- 8 (b) An order certifying the undersigned counsel as Class Counsel;
- 9 (c) An order requiring AT&T CORP., at its own cost, to notify all Class
10 Members of the unlawful and deceptive conduct herein;
- 11 (d) An order requiring AT&T CORP. to engage in corrective advertising
12 regarding the conduct discussed above;
- 13 (e) Actual damages suffered by Plaintiffs and Class Members from the sale
14 of misbranded Class Products during the relevant class period;
- 15 (f) Any and all statutory enhanced damages;
- 16 (g) All reasonable and necessary attorneys' fees and costs provided by
17 statute, common law or the Court's inherent power;
- 18 (h) Pre- and post-judgment interest; and
- 19 (i) All other relief, general or special, legal and equitable, to which Plaintiffs
20 and Class Members may be justly entitled as deemed by the Court.

21
22 Dated: May 6, 2020

Respectfully submitted,

23 LAW OFFICES OF TODD M. FRIEDMAN, PC

24
25 By: 

26 TODD M. FRIEDMAN, ESQ.
27 Attorney for Plaintiffs
28