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17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 ADRIAN N. GOMEZ and NORMA R.  
20 GOMEZ, individually, and behalf of  
21 other members of the general public  
22 similarly situated,

23 Plaintiffs,

24 vs.

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

27 Defendants.  
28

Case No. 2:20-cv-05381

**DEFENDANT'S NOTICE OF  
REMOVAL OF ACTION TO  
FEDERAL COURT**

**[28 U.S.C. §§ 1332(D), 1441, 1446,  
1453]**

(Los Angeles Superior Court Case  
No. 20STCV17780)

Date Action Filed: May 6, 2020

1           **TO THE CLERK OF THE UNITED STATES DISTRICT COURT**  
 2           **FOR THE CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFFS**  
 3           **ADRIAN N. GOMEZ AND NORMA R. GOMEZ:**

4           PLEASE TAKE NOTICE that defendant AT&T Corp. (“AT&T”) hereby  
 5 removes the state-court action described below to the United States District Court  
 6 for the Central District of California pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446,  
 7 and 1453.

8           **I. INTRODUCTION**

9           1. On May 6, 2020, plaintiffs Adrian N. Gomez and Norma R. Gomez  
 10 (collectively, “Plaintiffs”) filed a putative class action in Los Angeles Superior  
 11 Court entitled “*Adrian N. Gomez and Norma R. Gomez, individually, and on behalf*  
 12 *of other members of the general public similarly situated, Plaintiff vs. AT&T Corp.;*  
 13 *and DOES 1 through 10, inclusive, Defendant,*” Case No. 20STCV17780.

14           2. As set forth below, this Court has jurisdiction over this putative class  
 15 action under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C.  
 16 § 1332(d), and so the action may be removed to this Court under 28 U.S.C.  
 17 §§ 1441, 1446, and 1453.

18           **II. REMOVAL IS TIMELY**

19           3. On May 18, 2020, AT&T was served with the summons, complaint,  
 20 civil case cover sheet, civil case cover sheet addendum and statement of location  
 21 (certificate of grounds for assignment to courthouse location), and notice of case  
 22 assignment. A true and correct copy of those documents are attached as Exhibit A.

23           4. “The notice of removal of a civil action or proceeding shall be filed  
 24 within 30 days after the receipt by the defendant, through service or otherwise, of a  
 25 copy of the initial pleading setting forth the claim for relief upon which such action  
 26 or proceeding is based[.]” 28 U.S.C. § 1446(b)(1).

27           5. That requirement is met here because this notice of removal has been  
 28 filed before June 17, 2020, the 30th day after the summons, complaint, and other

1 case-opening documents were served on AT&T on May 18, 2020. *See Murphy*  
 2 *Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999) (“the 30-day  
 3 period for removal runs” from the date that “the summons and complaint are served  
 4 together”).

### 5 **III. REMOVAL JURISDICTION**

6 6. “[A]ny civil action brought in a State court of which the district courts  
 7 of the United States have original jurisdiction, may be removed by the . . .  
 8 defendants, to the district court for the district and division embracing the place  
 9 where such action is pending.” 28 U.S.C. § 1441(a); *see also id.* § 1453(b).

10 7. CAFA confers district courts with original jurisdiction over putative  
 11 class actions with more than 100 class members where the aggregate amount in  
 12 controversy exceeds \$5 million, and “any member of [the] class of plaintiffs is a  
 13 citizen of a state different from any defendant.” *Id.* § 1332(d)(2)(A). As set forth  
 14 below, this action satisfies each of CAFA’s requirements.

#### 15 **Covered Class Action**

16 8. This action meets CAFA’s definition of a class action, which is “any  
 17 civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar  
 18 State statute or rule of judicial procedure[.]” *Id.* § 1332(d)(1)(B). Plaintiffs allege  
 19 that they bring this action “on behalf of themselves and all others similarly situated,  
 20 and thus, seek[] class certification under California Rules of Civil Procedure.”  
 21 Compl. ¶ 56.

#### 22 **Class Action Consisting of More Than 100 Members**

23 9. In the complaint, plaintiffs seek certification of the following putative  
 24 class: “All consumers, who, between the applicable statute of limitations and the  
 25 present, purchased one or more Class Products in the State of California which had  
 26 a two year price guarantee, and whose price guarantee was removed prior to two  
 27 years.” Compl. ¶ 57. Plaintiffs further allege that “the proposed class is composed  
 28 of thousands of persons,” and that “thousands of consumers have issued complaints

1 online about similar experiences” arising from the alleged unlawful conduct of  
 2 AT&T. *Id.* ¶¶ 54, 61. Accordingly, the “number of members of all proposed  
 3 plaintiff classes in the aggregate” is greater than 100, as required by 28 U.S.C.  
 4 §§ 1332(d)(5)(B).

#### 5 **Minimal Diversity**

6 10. To satisfy CAFA’s minimal diversity requirement, “any member of  
 7 [the] class of plaintiffs” must be “a citizen of a State different from any defendant.”  
 8 28 U.S.C. § 1332(d)(2)(A). That requirement is met here.

9 11. Plaintiffs allege they are both citizens of California. Compl. ¶¶ 21-22.

10 12. By contrast, AT&T is not a California citizen. Rather, AT&T is a  
 11 corporation incorporated in New York with its headquarters and principal place of  
 12 business in New Jersey. *Id.* ¶ 23. Accordingly, AT&T is a citizen of New York and  
 13 New Jersey. 28 U.S.C. § 1332(c) (a corporation “shall be deemed to be a citizen of  
 14 every State . . . by which it has been incorporated and of the State . . . where it has  
 15 its principal place of business”) ; *Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010)  
 16 (the principal place of business of a corporation is generally the location of its  
 17 “headquarters”).

18 13. CAFA’s minimal diversity requirement is satisfied because Plaintiffs  
 19 are citizens of California, while AT&T is a citizen of New York and New Jersey.

#### 20 **Amount in Controversy**

21 14. Under CAFA, the claims of the individual class members are  
 22 aggregated to determine if the amount in controversy exceeds the required “sum or  
 23 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. §§ 1332(d)(2),  
 24 (d)(6). Although AT&T denies the claims alleged in the complaint and that  
 25 Plaintiffs or any putative class members are entitled to any relief, the amount in  
 26 controversy here exceeds CAFA’s threshold.

1           15. In the complaint, Plaintiffs allege that they “and others similarly  
2 situated purchased or attempt[ed] to purchase” AT&T’s “home internet, television,  
3 and telephone services.” Compl. ¶¶ 3-4.

4           16. Plaintiffs allege that AT&T represented through “written  
5 advertisement” that the services “would be offered at a certain locked-in price for  
6 two years,” but “[i]n reality, after twelve (12) months, [AT&T] removes those  
7 credits and charge[s] consumers significantly more than the two year locked in  
8 price that was represented.” *Id.* ¶ 11. Specifically, Plaintiffs allege that the “normal  
9 price” was \$115 per month, but they were supposed to receive a discount of \$51 per  
10 month under the terms of the two-year promotion. *Id.* ¶ 31. Plaintiffs allege that,  
11 after 13 months of the 24-month promotion period, they were charged “double” the  
12 advertised price that was communicated to them at the time they agreed to purchase  
13 AT&T’s services. *See id.* ¶¶ 12, 32-33.

14           17. Seeking to represent a putative class of “all consumers” in California  
15 who, in the last four years, purchased one or more of Defendants home internet,  
16 telephone, video and/or television services under a two-year price guarantee and  
17 whose price guarantee was removed prior to the end of the two-year period, (*see id.*  
18 ¶ 57), Plaintiffs assert three claims for alleged violations of: (1) California’s False  
19 Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*); (2) California’s Unfair  
20 Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); and (3) the Consumer  
21 Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*). *Id.* ¶¶ 72-100.

22           18. Plaintiffs request, *inter alia*, actual damages, statutory enhanced  
23 damages, and attorneys’ fees and costs. *Id.* ¶ 103. Plaintiffs also seek an injunction.  
24 *Id.* ¶¶ 18, 103.

25           19. In other words, Plaintiffs seek to require AT&T to refund all amounts  
26 they contend were overcharges to California consumers who purchased home  
27 internet, telephone, television, and/or video services. *See id.* ¶¶ 54, 57.

28

20. When “[t]he Plaintiff has alleged that the putative class has been billed for unauthorized charges,” which “would include both authorized and unauthorized charges,” the “amount in controversy” under CAFA “comprises the total billings and the jurisdictional amount is satisfied” if those total billings are greater than \$5 million. *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400-01 (9th Cir. 2010). That is because “[t]he amount in controversy is simply an estimate of the total amount in dispute, not a prospective assessment of [the] defendant’s [actual] liability.” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 927 (9th Cir. 2019) (quoting *Lewis*, 627 F.3d at 400).

21. The total billings involving the AT&T services in this case exceed CAFA’s \$5 million threshold.<sup>1</sup>

22. In sum, although AT&T denies Plaintiffs’ allegations and any liability whatsoever, taking the allegations in the complaint as true, the amount in controversy exceeds CAFA’s \$5 million threshold.<sup>2</sup>

#### IV. VENUE IS PROPER

23. The district and division embracing where the State Court action is pending is the Western Division of this Court. *See* 28 U.S.C. §§ 84(c) and 1441(a).

#### V. NOTICE TO PLAINTIFF AND STATE COURT

24. Promptly after the filing of this notice of removal in this Court, written

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<sup>1</sup> In addition, Plaintiffs’ requests for injunctive relief, statutory attorneys’ fees, and statutory enhanced damages (Compl. ¶¶ 18, 103) would properly be counted as part of the amount in controversy. *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 795 (9th Cir. 2018) (“the amount in controversy includes damages (compensatory, punitive, or otherwise), the costs of complying with an injunction, and attorneys’ fees awarded under fee-shifting statutes or contract”).

<sup>2</sup> In the event of a dispute over removal, AT&T reserves the right to submit evidence. As the Supreme Court has explained, a “defendant’s notice of removal need only include a plausible allegation that the amount in controversy exceeds the jurisdictional threshold,” and “need not contain evidentiary submission[s].” *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 84, 87 (2014); *Fritsch*, 899 F.3d at 788.

1 notice of such filing will be given to Plaintiffs, and a copy of this notice of removal,  
2 including exhibits, will be filed with the Los Angeles County Superior Court Clerk,  
3 as required by 28 U.S.C. § 1446(d).

4 25. AT&T intends no admission of liability by this notice of removal and  
5 expressly reserves all defenses and motions—including the right to move to compel  
6 Plaintiffs to resolve their disputes in arbitration on an individual basis.

7  
8 Dated: June 17, 2020

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10  
11 By: /s/ Archis A. Parasharami  
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