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CIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

6 *Attorneys for Plaintiff Nick Vasquez*
7 *and the Proposed Class*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF HUMBOLDT

10 UNLIMITED CIVIL

11 NICK VASQUEZ,
12 For Himself,
13 As A Private Attorney General, and/or
14 On Behalf Of All Others Similarly Situated,

15 Plaintiff,

16 v.

17 CEBRIDGE TELECOM CA, LLC (D/B/A
18 SUDDENLINK COMMUNICATIONS);
19 ALTICE USA, INC.; and
20 DOES 1 THROUGH 10, INCLUSIVE,

21 Defendants.

Case No. **CV 2100639**

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF CAL. CIVIL CODE
§ 1750;
(2) VIOLATION OF CAL. BUSINESS &
PROFESSIONS CODE § 17500;
(3) VIOLATION OF CAL. BUSINESS &
PROFESSIONS CODE § 17200

JURY TRIAL DEMANDED

22 Plaintiff NICK VASQUEZ, individually, as a private attorney general, and/or on behalf
23 of all others similarly situated, allege as follows, on personal knowledge and investigation of
24 his counsel, against Defendant Cebridge Telecom CA, LLC (d/b/a Suddenlink
25 Communications), Defendant Altice USA, Inc., and Defendants Does 1 through 10, inclusive,
26 (collectively, "Suddenlink"):
27
28

CLASS ACTION COMPLAINT

- 1 -

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INTRODUCTION AND SUMMARY

1
2 1. This is a proposed class action, brought under California law, challenging a bait-
3 and-switch scheme perpetrated by Suddenlink against its California internet customers through
4 the use of deceptive and uniform policies, practices, and advertising.

5 2. Specifically, Suddenlink deceived Plaintiff Nick Vasquez and other California
6 Suddenlink internet customers by advertising and promising them a particular flat monthly rate
7 for its internet service, but then actually charging them higher monthly rates by imposing a
8 fictitious "Network Enhancement Fee" (currently \$3.50) on top of the advertised price.
9 Suddenlink has also used the Network Enhancement Fee as a way to covertly increase
10 customers' rates, including during their advertised and promised fixed-rate promotional period.

11 3. Suddenlink did not disclose the Network Enhancement Fee (the "Fee") to
12 Plaintiff and to other Suddenlink customers before or when they agreed to receive internet
13 services from Suddenlink.

14 4. The first time Suddenlink ever mentions the Fee is on customers' monthly
15 billing statements, which customers begin receiving only after they sign up for the service and
16 are committed to their purchase. Making matters worse, Suddenlink deliberately hides the Fee
17 in its billing statements. In Suddenlink's printed monthly billing statements, Suddenlink
18 intentionally buries the Network Enhancement Fee in a portion of the statement that: (a) makes
19 it likely customers will not notice it; and (b) misleadingly suggests that the Fee is a tax or
20 government pass-through fee over which Suddenlink has no control, when in fact it is simply a
21 way for Suddenlink to advertise and promise lower rates than it actually charges. Thus, by
22 Suddenlink's very design, the printed monthly statements serve to further Suddenlink's scheme
23 and keep customers from realizing they are being overcharged.

24 5. In the event that a customer happens to notice the Network Enhancement Fee
25 has been charged on their monthly statement and contacts Suddenlink to inquire about the Fee,
26 Suddenlink agents falsely tell the customer that the Fee is a tax or government fee or is
27 otherwise out of Suddenlink's control.

28 6. In actuality, the Network Enhancement Fee is not a tax or government mandated

1 fee. Rather, the so-called fee is a completely fabricated charge invented by Suddenlink as a way
 2 to covertly charge more per month for its internet service without having to advertise higher
 3 prices. The Fee is entirely within Suddenlink's control, and Suddenlink alone decides whether
 4 to charge it and how much to charge.

5 7. Suddenlink charges every one of its internet service customers the Fee. When
 6 Suddenlink began charging the Fee in or around February 2019, the Fee was \$2.50 per month.
 7 Suddenlink has since increased the Fee. Today, the Fee is \$3.50 per month. Plaintiff estimates
 8 that the Fee earns Suddenlink approximately \$800,000 per year from its approximately 19,000
 9 California internet customers. Meanwhile, Defendants receive another \$200 million in Fee
 10 payments per year from their 4.6 million other customers across the United States as a result of
 11 this scheme.

12 8. Plaintiff brings this lawsuit on behalf of himself and/or as a private attorney
 13 general seeking public injunctive relief to put an end to Suddenlink's unlawful scheme and to
 14 prevent future injury to himself and to the general public.

15 9. Additionally, Plaintiff seeks injunctive, declaratory, and monetary relief for
 16 himself and on behalf of a proposed class of California Suddenlink internet subscribers to
 17 obtain redress and to end Suddenlink's policy of charging this deceptive additional Fee.

18 **THE PARTIES**

19 10. Plaintiff Nick Vasquez is a citizen and resident of Humboldt County, California.

20 11. Defendant Altice USA, Inc., is a corporation chartered under the laws of
 21 Delaware, with its principal place of business in New York.

22 12. Defendant Cebirge Telecom CA, LLC is a limited liability company chartered
 23 under the laws of Delaware, with its principal place of business in New York.

24 13. Without formal discovery, Plaintiff is unable to determine exactly which other
 25 entities, if any, engaged in or assisted with the unlawful conduct pled herein or which
 26 instructed, approved, consented, or participated in the unlawful conduct pled herein.

27 "Suddenlink Communications" is the business entity that is referenced in Plaintiff's Suddenlink
 28 billing statements, in the Suddenlink Residential Service Agreement, and is listed as holding

the copyright on the Suddenlink website at www.suddenlink.com; however, “Suddenlink Communications” does not appear to be an actual business entity. Based on counsel’s research, Defendant Altice USA, Inc., is the parent and holding company that provides, through its subsidiaries, broadband communications and video services under the brand Suddenlink. Defendant Altice USA, Inc.’s most recent 10-K report lists several dozen subsidiaries—none of which is named “Suddenlink Communications.” The relevant operating company in California appears to be Defendant Cebridge Telecom CA, LLC, which is a subsidiary of Altice USA, Inc.

14. Defendants Does 1 through 10 are business entities of unknown form which engaged in or assisted with the unlawful conduct pled herein or which instructed, approved, consented, or participated in the unlawful conduct pled herein. Plaintiff is presently ignorant of the names of these Doe Defendants. Plaintiff will amend this Complaint to allege the true names and capacities of these defendants when they have been determined.

JURISDICTION AND VENUE

15. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over this civil action in that Plaintiff brings claims exclusively under California law, including the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition Law, California Business & Professions Code § 17200 *et seq.*

16. **Personal Jurisdiction.** This Court has personal jurisdiction over Suddenlink pursuant to, among other bases, California Code of Civil Procedure Section 410.10 because: (1) Suddenlink is authorized to do business and regularly conducts business in the State of California; (2) the claims alleged herein took place in California; and/or (3) Suddenlink has committed tortious acts within the State of California (as alleged, without limitation, throughout this Complaint).

17. **Venue.** Venue is proper in Humboldt County because Plaintiff Nick Vasquez is a California citizen who resides in Arcata, California, which is in Humboldt County, and the services at issue were purchased for, and provided to, Plaintiff Nick Vasquez’s home in Arcata, California.

THE UNIFORM POLICIES WHICH GIVE RISE TO THE CLASS CLAIMS

18. Defendants provide internet, television, and telephone services to 4.6 million households nationwide, and to approximately 19,000 households under the “Suddenlink” brand name in California. Virtually all of Suddenlink’s customers subscribe to internet; many also subscribe to television and/or telephone services as part of a “bundled” service plan.

19. Suddenlink advertises all of its service plans at specific, flat monthly prices that are locked in for a promotional period. Suddenlink typically promises its customers a one-year fixed-price promotional period, but Suddenlink also regularly advertises a “Price for Life” promotion where it offers and promises its customers a fixed price for services for life.

20. Beginning in February 2019, Suddenlink started falsely advertising and offering its internet services at lower monthly rates than it actually charged customers by not disclosing and not including in the advertised price a newly invented and so-called “Network Enhancement Fee” (the “Fee”).

21. Suddenlink first snuck the Fee onto all of its customers’ bills in or around February 2019 at a rate of \$2.50 per month. Suddenlink subsequently increased the Fee to \$3.50 per month in or around February 2020. Suddenlink has used the Fee as a lever to covertly, improperly, and unilaterally raise the monthly rates for its internet services, including during supposedly fixed-rate promotional periods. Suddenlink has deliberately rolled out the Fee and increased it in a manner that is designed by Suddenlink to further ensure that it goes unnoticed by customers.

22. Suddenlink has effectively created a “bait-and-switch” scheme that has enabled it to advertise and promise a lower monthly price for its internet services than it actually charges, and to surreptitiously increase its monthly price for existing customers at its whim regardless of whether it has (falsely) promised them a fixed-price promotional period.

23. Moreover, Suddenlink charged, and continues to charge, the Network Enhancement Fee to its customers, including Plaintiff and the Class members, without ever having adequately disclosed or explained the Fee. The first time Suddenlink ever discloses the existence of the so-called Network Infrastructure Fee is on customers’ billing statements.

1 Making matters worse, Suddenlink deliberately hides the Fee on the billing statements and
2 misleadingly indicates that the Fee is a legitimate tax or government fee.

3 24. Based on Plaintiff's calculations, from February 2019 through the present,
4 Suddenlink has collected approximately \$1.6 million in unlawful Network Enhancement Fees
5 from its approximately 19,000 internet customers in California. And Suddenlink is continuing
6 to collect approximately \$67,000 every month in these bogus Fees from its California
7 customers.

8 **A. Suddenlink Did Not Disclose The Fee To Its Customers.**

9 25. Suddenlink has aggressively advertised its internet service plans (and plans that
10 "bundle" TV and/or phone services with internet) through pervasive marketing directed at the
11 consuming public in California. This marketing has included video advertisements via
12 YouTube, Facebook, and Twitter; television, radio, and internet advertisements; advertisements
13 on its website; and materials and advertising at its California retail stores including in the cities
14 of Eureka, Truckee and Bishop where customers can sign up for Suddenlink services.

15 26. Through all of these channels, Suddenlink prominently advertised particular, flat
16 monthly prices for its internet service plans that were locked in for a period of one year or
17 longer, without disclosing or including the Fee in the advertised price. Neither the existence nor
18 the amount of the Fee was disclosed or adequately disclosed to customers prior to or at the time
19 they signed up for the services, even though Suddenlink knew that it planned to charge the Fee
20 to its customers and knew with certainty the exact amount of the charge. Additionally,

21 Suddenlink did not disclose or adequately disclose the fact that it could and would increase the
22 monthly price during the customer's locked-in rate period by simply increasing the hidden Fee.

23 27. Likewise, Suddenlink's sales and customer service agents quote the same flat
24 monthly prices as in Suddenlink's public advertising, and as a matter of policy never disclose
25 the Network Enhancement Fee. If a potential customer calls Suddenlink's sales or customer
26 service agents or reaches out via web chat and asks what, if any, other amounts will be charged
27 for internet service, the agents as a matter of company policy falsely state that the only
28 additions to the advertised price (besides subscriptions to extra services or features) are taxes or

1 government-related fees passed on by Suddenlink to the customer and over which Suddenlink
2 has no control.

3 28. Additionally, Suddenlink's website has advertised its internet service plans and
4 bundles prominently featuring a supposed flat monthly price for the service, and has not
5 adequately disclosed the Fee.

6 29. For example, **Exhibits A-D** are screenshots taken on March 16, 2021, that show
7 Suddenlink's online order process for the Internet 100 Unlimited Data and Value TV bundle
8 available in California. As **Exhibits A-D** show, Suddenlink's online order process consists of
9 four webpages: (1) the "Choose Services" webpage; (2) the "Customize" service package
10 webpage; (3) the "Customer Info" webpage; and (4) the "Schedule Installation" and order
11 submittal webpage.

12 30. On the "Choose Services" webpage (**Exhibit A**), Suddenlink prominently
13 advertised the Internet 100 Unlimited Data and Value TV bundle at a flat \$70.00 a month for
14 one year. Below the \$70.00 price, was smaller text reading: "Plus taxes, fees and other
15 charges." There was no link or additional text anywhere specifying what fees and other charges
16 would apply. A reasonable consumer would assume that any additional taxes or fees would be
17 legitimate government charges outside of Suddenlink's control. Further, there was no
18 disclosure language indicating that Suddenlink could raise the price during the one-year fixed-
19 rate period by increasing the hidden Fee.

20 31. After selecting the \$70.00 plan, the consumer was then taken to the "Customize"
21 webpage (**Exhibit B**) where the consumer could customize the services and add-ons. In this
22 example, a high definition cable box was added for \$11.00. On the right side of the
23 "Customize" webpage, Suddenlink prominently stated "Monthly Total \$81.00" with no asterisk
24 or disclosure language indicating that the monthly cost for service would be higher than the
25 \$81.00 advertised price or that the price could be raised at any time during the purported fixed-
26 rate period. Below the "Monthly Total \$81.00" was "Monthly Charges," which listed the
27 bundle price of \$75.00, a \$5.00 Auto Pay and Paperless Billing Discount, and an \$11.00 High
28 Definition Cable Box charge. Below the list of charges, there was small print reading: "For

1 residential customers only. Additional taxes, fees, surcharges and restrictions apply.” Again,
 2 there was no link or additional text explaining what additional taxes, fees, and surcharges
 3 would apply.

4 32. Next, the customer was taken to the “Customer Info” webpage (**Exhibit C**).
 5 Again, the right side of the webpage continued to state “Monthly Total \$81.00” with no asterisk
 6 or disclosure language.

7 33. The final page in the online order process was the “Schedule Installation” and
 8 order submission webpage (**Exhibit D**). On this webpage, which contained a “Place Order”
 9 button, Suddenlink again prominently stated “Monthly Total \$81.00” with no asterisk and no
 10 disclosure language.

11 34. On none of these order process webpages was there any mention of the
 12 additional Network Enhancement Fee.

13 35. In fact, the advertised and promised “Monthly Total” of \$81.00 was false,
 14 because it did not include the additional \$3.50 for the so-called Network Enhancement Fee,
 15 which Suddenlink automatically charged to all internet customers.

16 36. The only way the existence of the Network Enhancement Fee could be found in
 17 this purchase process as of at least March 16, 2021, was if the consumer scrolled to the bottom
 18 of the initial “Choose Services” webpage and noticed and clicked on a tiny “Disclaimer”
 19 hyperlink. (*See Exhibit A*, screenshot of “Choose Services” webpage). If the consumer clicked
 20 this small “Disclaimer” hyperlink, a pop-up box would appear with pages of fine print for
 21 various Suddenlink service plans. (*Exhibit E* is a screenshot of the pop-up box). Buried in deep
 22 in this fine print was the sentence: “EQUIP, TAXES & FEES: Free standard installation with
 23 online orders. visit suddenlink.com/installation for details. . . . A \$3.50 Network Enhancement
 24 Fee applies. Surcharges, taxes, plus certain add’l charges and fees will be added to bill, and are
 25 subject to change during and after promotion period.” Nowhere in this tiny print does
 26 Suddenlink define or explain what the Network Enhancement Fee is.¹ Even if a consumer saw

27
 28 ¹ As of at least December 21, 2020, a definition of the Network Enhancement Fee could not be
 found anywhere on the entire Suddenlink website. Even if a customer clicked on a tiny link in

1 this hidden disclaimer, the reasonable consumer would assume that the undefined “Network
 2 Enhancement Fee” listed under “TAXES & FEES” refers to a legitimate government fee
 3 outside of Suddenlink’s control. This is false. The Network Enhancement Fee is not a tax or
 4 government fee. In fact, the Fee is fabricated and made-up by Suddenlink as a way to
 5 deceptively charge more for Suddenlink’s internet service than advertised or promised and to
 6 enable Suddenlink to covertly raise the cost of internet service at any time, even during
 7 promised fixed-rate promotional periods.²

8 **B. Suddenlink Continues To Deceive Customers After They Sign Up.**

9 37. Suddenlink continues to deceive its customers about the Network Enhancement
 10 Fee and the true monthly price of its internet services even after they have signed up and are
 11 paying for the services.

12 38. Suddenlink first began sneaking the Fee onto all of its customers’ bills in
 13 February 2019, initially at a rate of \$2.50 per month. For customers who signed up prior to
 14 February 2019, the first time they could have possibly learned about the existence of the Fee
 15 was on their bill after the Fee was introduced. This could have been months or years after they
 16 signed up with Suddenlink, and it could have also been during a time where Suddenlink had
 17 promised the customer a fixed price for service.

18 39. For customers who signed up after Suddenlink began imposing the Fee—like
 19 Plaintiff Nick Vasquez—the billing statements were likewise the first possible chance they
 20 could have learned about the Fee, and by the time they received their first statement they were

21 the footer of the homepage for “Online help,” and then did a search for “Network Enhancement
 22 Fee” in the search bar, zero results were displayed. Likewise, on the sample bill (which billed
 23 for internet service) which was posted in the “Online help” section of the Suddenlink website
 as of December 21, 2020, the Network Enhancement Fee was listed nowhere.

24 ² Days before this Complaint was filed, it appears that Suddenlink slightly revised part of the
 25 online purchase process to now mention the existence and amount of the Fee. However, this
 26 additional disclosure does not bring Suddenlink’s current practices in compliance with
 27 California law, even with regard to the online purchase process. The online advertised package
 28 webpage still does not mention the Fee; nowhere in the online purchase process is the Fee
 explained or defined; and nowhere in the online purchase process is it disclosed that the Fee
 may be increased in the middle of the supposedly fixed-price promotional period. Meanwhile,
 all other deceptive practices, misrepresentations and omissions described in the Complaint
 remain unchanged.

1 already committed to their purchase.

2 40. Moreover, far from constituting even a belated disclosure, the monthly billing
3 statements serve to further Suddenlink's scheme and deception. Suddenlink's monthly
4 statements (which, again, customers only begin receiving after they have signed up and are
5 committed): (a) bury the Network Enhancement Fee and the increases thereto so that they will
6 continue to go unnoticed by customers; and (b) for those customers who do manage to spot the
7 Fee on their statements, the statements present the Fee in a location and manner that misleads
8 the customer regarding the nature of the Fee.

9 41. Suddenlink sneaks the Fee onto customer bills. Suddenlink does not list the Fee
10 in the "Current Monthly Charges" section, even though it is an ongoing monthly (invented)
11 charge for internet service. Instead, Suddenlink buries the Fee in the "Taxes, Fees & Other
12 Charges" section at the end of the bill, lumped together with purported taxes and government
13 charges. This misleadingly tells Suddenlink's customers that the Fee is a tax or other legitimate
14 government fee, when in fact it is a completely fabricated charge created by Suddenlink just to
15 pad its bottom line.

16 42. Suddenlink does not define or explain the Network Enhancement Fee anywhere
17 on its billing statements. Even worse, the only explanation about "fees" on the customer bill
18 that Suddenlink does provide indicates that all fees on the bill are government related. In the
19 fine print of the bill, under "Billing Information," Suddenlink states: "Your bill includes all
20 government fees." Moreover, for internet-only subscribers, such as Plaintiff Nick Vasquez, the
21 only "fee" that is typically on their bill is the Network Enhancement Fee.

22 43. Thus, even if a customer noticed the existence of the hidden Network
23 Enhancement Fee on the bill, a reasonable consumer would assume that the Fee was a
24 legitimate government tax or fee outside of Suddenlink's control.

25 44. However, the Network Enhancement Fee is not a tax or government fee. The
26 Fee is not even a third-party pass-through charge. Suddenlink invented the so-called Network
27 Enhancement Fee out of thin air, and the existence of the Fee and its amount are entirely within
28 Suddenlink's control. Suddenlink concocted the Fee as a way to deceptively charge more for its

1 internet service without advertising a higher rate and to covertly increase customers' rates,
2 including during their promised fixed-rate promotional period.

3 45. Many, if not most, customers will not read the printed monthly statements
4 described above at all because Suddenlink encourages its customers to sign up for electronic
5 billing in lieu of receiving paper statements.

6 46. If a customer happens to notice the Network Enhancement Fee has been charged
7 on the customer's monthly statement and contacts Suddenlink via phone or online to inquire
8 about the Fee, Suddenlink agents falsely tell the customer that the Fee is a tax or a pass-through
9 government charge over which Suddenlink has no control.

10 47. If customers realize that their actual total monthly bill is higher than promised
11 when they receive their monthly billing statements, they cannot simply back out of the deal
12 without penalty or cost, even if they notice the Fee and overcharge on their very first statement.

13 48. First, Suddenlink's 30-Day Money Back Guarantee *excludes* the Network
14 Enhancement Fee. According to Suddenlink's website: "30-day money back is only on the
15 monthly service fee," i.e., only on the base price of the service.³

16 49. Second, Suddenlink's Residential Services Agreement has an "Early
17 Termination Fees" provision, which states at section 5: "If you cancel, terminate or downgrade
18 the Service(s) before the completion of any required promotional term to which You agreed
19 ('Initial Term'), you agree to pay Suddenlink any applicable early cancellation fee plus all
20 outstanding charges for all Services used and Equipment purchased for which you have not
21 paid us prior to termination."⁴ This indicates to customers that if they terminate service prior to
22 end of their promotional fixed-price period, they may be subject to a "cancellation fee."

23 50. Third, most customers, including Plaintiff Vasquez, were required to pay a one-
24 time non-refundable "Standard Installation" charge on sign-up. When Mr. Vasquez signed up
25 for services in September 2020, he was billed and paid a \$59.00 "Standard Installation" charge.

26 51. Fourth, Suddenlink currently does not pro-rate cancellations, such that

27 ³ See <https://www.suddenlink.com/promotion-offer-disclaimers> (last accessed May 1, 2021).

28 ⁴ See <https://www.suddenlink.com/residential-services-agreement> (last accessed May 2, 2021).

1 customers are charged for the cost of the entire month even if they cancel sooner.

2 52. Fifth, customers may also rent or purchase equipment to use exclusively with
3 Suddenlink's services, such as internet and telephone modems and wireless routers, and digital
4 cable converter boxes.

5 53. The early termination fee, the installation fee, and the inability to receive a full
6 refund are designed by Suddenlink to penalize and deter customers from cancelling after
7 signing up. And Suddenlink's policies are deliberately and knowingly designed by Suddenlink
8 to lock customers in if and when they deduce that they are being charged more per month than
9 advertised for Suddenlink's services.

10 54. Because the initial amount of the Network Enhancement Fee (\$2.50 in February
11 2019) and the subsequent increase of \$1.00 approximately a year later were relatively small in
12 proportion to Suddenlink's total monthly charges, Suddenlink knew that its customers were
13 unlikely to notice the increased charge on the total price on their monthly bills. Given that
14 legitimate taxes and other government-related charges can already vary by amounts of a dollar
15 or so from month to month, Suddenlink knows that its customers reasonably expect small
16 changes in the total amount billed each month. Suddenlink knows that its customers would not
17 be readily able to tell that Suddenlink increased the service price via the Fee by merely
18 comparing the total amount billed in a particular month to the total amount billed in the prior
19 month or months. And even if customers did notice, they would think nothing of it because the
20 Fee is grouped under the taxes section of the bill and "fees" are only described as "government
21 fees" on the bill.

22 55. When Suddenlink increased the Network Enhancement Fee in 2020, Suddenlink
23 hid the increase by providing no disclosure or explanation whatsoever anywhere on the first
24 billing statement containing the increase, other than listing the increased Fee itself (buried in
25 the "Taxes, Fees & Other Charges" section). Even a customer who read the entire bill would
26 have zero notice that Suddenlink had increased the Fee, or whether or why the customer's new
27 monthly bill was higher than the prior month's total.
28

PLAINTIFF'S FACTUAL ALLEGATIONS

56. Plaintiff Nick Vasquez is, and at all relevant times has been, a citizen and resident of Humboldt County, California.

57. On or around August 28, 2020, Mr. Vasquez went to the Suddenlink website to learn about Suddenlink's internet service offerings for his residence in Arcata, California. After browsing the website, he signed up for a 12-month, fixed-rate, internet service plan. Mr. Vasquez's Suddenlink service was installed at his home on September 11, 2020.

58. When Mr. Vasquez purchased his service plan, Suddenlink prominently advertised, to Mr. Vasquez and to the public, that the plan would cost a particular monthly price for a 12-month promotional period. Suddenlink did not disclose to Mr. Vasquez, at any time before or when he signed up, that Suddenlink would charge him a "Network Enhancement Fee" on top of the advertised and promised monthly price.

59. Suddenlink further did not disclose to Mr. Vasquez that Suddenlink had the ability to raise his monthly service price via the Fee at any time during the 12-month period—an option that Suddenlink routinely exercises despite promising its customers fixed-rate periods. (Exhibits A-D, as described above in paragraphs 29–34, are screenshots of materially the same online order process that Mr. Vasquez saw when he signed up for Suddenlink internet services online.)

60. Mr. Vasquez viewed and relied on these advertisements and misrepresentations. Based on these misrepresentations and omissions, Mr. Vasquez purchased the internet service plan from Suddenlink.

61. When Mr. Vasquez purchased his internet service plan, he also paid Suddenlink a one-time installation fee of \$59.00.

62. Mr. Vasquez's first bill had the \$3.50 Network Enhancement Fee. Mr. Vasquez did not receive full, accurate, or non-misleading notice from Suddenlink that the Fee would be charged or regarding the nature or basis of the Fee. Mr. Vasquez did not know then, nor could he have known then, that the Fee was invented by Suddenlink as a part of a scheme to covertly charge a higher price for internet service than advertised and as a way to raise the monthly rate

1 at any time, even during Mr. Vasquez's 12-month price-locked promotional period.

2 63. During his first several months of service, Mr. Vasquez did not notice the
3 Network Enhancement Fee. Suddenlink had hidden the Fee in the "Taxes, Fees & Other
4 Charges" section at the end of the bill. On Plaintiff's first bill (September 2020), the Fee was
5 grouped together with an \$0.85 Sales Tax. On his next bill (October 2020), the Fee was
6 grouped with a - \$0.60 Sales Tax. For Plaintiff's subsequent bills, the Fee was the only charge
7 under the "Taxes, Fees & Other Charges" section. The only explanation of "fees" on Mr.
8 Vasquez's bill was in the fine print, which stated: "Your bill includes all government fees."
9 Even if Mr. Vasquez had noticed the Fee, he would have reasonably assumed that the Network
10 Enhancement Fee—which was the only "fee" on his bill—was a government fee.

11 64. Suddenlink's billing statements did not inform or adequately disclose to Mr.
12 Vasquez that Suddenlink was adding a self-created "Network Enhancement Fee" each month
13 and did not adequately or accurately disclose the true nature of the Fee. Mr. Vasquez did not
14 know, nor could he have known, that the Fee was invented by Suddenlink as part of a scheme
15 to covertly charge a higher price for internet service than advertised and as a way to raise the
16 monthly rate at any time, even during Mr. Vasquez's 12-month price-locked period.

17 65. The first Mr. Vasquez ever learned of the Network Enhancement Fee's existence
18 was in March 2021.

19 66. As of the date of filing, Mr. Vasquez has paid Suddenlink \$28 in Network
20 Enhancement Fees.

21 67. When Mr. Vasquez agreed to purchase his Suddenlink internet service plan, he
22 was relying on Suddenlink's prominent representations regarding the monthly price of the
23 services. While he understood that taxes and legitimate government fees might be added to the
24 price, he did not expect that Suddenlink would charge a bogus, self-created Network
25 Enhancement Fee on top of the advertised service price or that the true price of the service
26 would include the additional Fee. That information would have been material to him. Had he
27 known that information he would not have been willing to pay as much for the service plan
28 and/or would have acted differently.

68. Mr. Vasquez would consider purchasing services from Suddenlink in the future, but he will be harmed if, in the future, he is left to guess as to whether Suddenlink's representations are accurate and whether there are omissions of material facts regarding the services being advertised and represented to him.

CLASS ALLEGATIONS

69. Plaintiff Nick Vasquez brings this class-action lawsuit on behalf of himself and the members of the following class (the "Class"):

All current and former Suddenlink customers who were charged a "Network Enhancement Fee" on their bill for Suddenlink internet services received in California within the applicable statute of limitations.

70. Specifically excluded from the Class are Suddenlink and any entities in which Suddenlink has a controlling interest, Suddenlink's agents and employees, the bench officers to whom this civil action is assigned, and the members of each bench officer's staff and immediate family.

71. *Numerosity.* The number of members of the Class are so numerous that joinder of all members would be impracticable. Plaintiff does not know the exact number of members of the Class prior to discovery. However, based on information and belief, there are between 20,000 to 30,000 Class members. The exact number and identities of Class members are contained in Suddenlink's records and can be easily ascertained from those records.

72. *Commonality and Predominance.* Common legal or factual questions affect the members of the Class. These questions predominate over questions that might affect individual Class members. These common questions include, but are not limited to:

73. Whether California law applies to the claims of Plaintiff and the Class;

74. Whether Suddenlink employs a uniform policy of charging a Network Enhancement Fee to its customers;

75. Whether Suddenlink adequately or accurately disclosed the Network Enhancement Fee to Plaintiff and the Class members;

76. Whether Suddenlink's charging of the Network Enhancement Fee to Plaintiff

1 and the Class members is a false, deceptive, or misleading practice or policy;

2 77. Whether Suddenlink's representations of the Network Enhancement Fee are
3 false, deceptive, or misleading;

4 78. Whether it was deceptive, misleading, or unfair for Suddenlink not to disclose,
5 or to inadequately or inaccurately disclose as part of the advertised and promised price of its
6 internet services, the Network Enhancement Fee, its dollar amount, or the fact that Suddenlink
7 could choose to raise its amount at any time;

8 79. Whether the Network Enhancement Fee, the fact that Suddenlink could choose
9 to raise it at any time, and the true price of Suddenlink's internet services are material
10 information, such that a reasonable consumer would find that information important to the
11 consumer's purchase decision;

12 80. Whether Suddenlink's misrepresentations and omissions alleged herein violate
13 California's Consumers Legal Remedies Act, California's False Advertising Law, and
14 California's Unfair Competition Law; and

15 81. Whether Plaintiff and the Class are entitled to an order enjoining Suddenlink
16 from engaging in the misconduct alleged herein and prohibiting Suddenlink from continuing to
17 charge the Network Enhancement Fee.

18 82. **Typicality.** Plaintiff's claims are typical of Class members' claims. Plaintiff and
19 Class members all sustained injury as a direct result of Suddenlink's standard practices and
20 schemes, bring the same claims, and face the same potential defenses.

21 83. **Adequacy.** Plaintiff will fairly and adequately protect Class members' interests.
22 Plaintiff has no interests antagonistic to Class members' interests. Plaintiff has retained counsel
23 with considerable experience and success in prosecuting complex class action and consumer
24 protection cases.

25 84. **Superiority.** Further, a class action is superior to all other available methods for
26 fairly and efficiently adjudicating this controversy. Each Class member's interests are small
27 compared to the burden and expense required to litigate each of their claims individually, so it
28 would be impractical and would not make economic sense for class members to seek individual

1 redress for Defendants' conduct. Individual litigation would add administrative burden on the
 2 courts, increasing the delay and expense to all parties and to the court system. Individual
 3 litigation would also create the potential for inconsistent or contradictory judgments regarding
 4 the same uniform conduct. A single adjudication would create economies of scale and
 5 comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
 6 difficulties in managing a class action trial.

7 85. By their conduct and omissions alleged herein, Defendants have acted and
 8 refused to act on grounds that apply generally to the Class, such that final injunctive relief
 9 and/or declaratory relief is appropriate respecting the Class as a whole.

10 86. The prosecution of separate actions by individual Class members would create a
 11 risk of inconsistent or varying adjudications.

12 87. A class action is the only practical, available method for the fair and efficient
 13 adjudication of the controversy since, inter alia, the harm suffered by each Class member is too
 14 small to make individual actions economically feasible.

15 88. Common questions will predominate, and there will be no unusual
 16 manageability issues.

17 CAUSES OF ACTION

18 COUNT I

19 **Violation of the Consumers Legal Remedies Act ("CLRA") California Civil Code § 1750 *et seq.***

20 89. Plaintiff realleges and incorporates by reference all paragraphs previously
 21 alleged herein.

22 90. Plaintiff brings this claim in his individual capacity, in his capacity as a private
 23 attorney general seeking the imposition of public injunctive relief, and as a representative of the
 24 Class.

25 91. Each Defendant is a "person," as defined by Cal. Civ. Code § 1761(c).

26 92. Plaintiff and Class members are "consumers," as defined by Cal. Civ. Code
 27 §1761(d).

28 93. Suddenlink's internet service plans are "services," as defined by Cal. Civ. Code

1 § 1761(b).

2 94. The purchases of Suddenlink's internet service plans by Plaintiff and Class
3 members are "transactions," as defined by Cal. Civ. Code § 1761(e).

4 95. Plaintiff and Class members purchased Suddenlink's internet service plans for
5 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

6 96. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
7 of the transactions at issue occurred in this county. Plaintiff's declaration establishing that this
8 Court is a proper venue for this action is attached hereto as **Exhibit F**.

9 97. The unlawful methods, acts, or practices alleged herein to have been undertaken
10 by Suddenlink were all committed intentionally and knowingly. The unlawful methods, acts, or
11 practices alleged herein to have been undertaken by Suddenlink did not result from a *bona fide*
12 error notwithstanding the use of reasonable procedures adopted to avoid such error.

13 98. Suddenlink has intentionally deceived Plaintiff and Class members, and
14 continues to deceive the public, by misrepresenting the prices of its internet services and by
15 failing to disclose or adequately disclose the Network Enhancement Fee or the true prices of
16 the services.

17 99. Suddenlink has intentionally deceived Plaintiff and Class members, and
18 continues to deceive the public, by misrepresenting and failing to disclose or adequately
19 disclose material information about the true prices of its internet services and about the
20 existence, amount, basis, and nature of the Network Enhancement Fee.

21 100. Suddenlink has intentionally deceived Plaintiff and Class members, and
22 continues to deceive the public, by misrepresenting and failing to disclose the fact that
23 Suddenlink can, and has, raised customers' monthly service prices during promised fixed-price
24 promotions by increasing the Network Enhancement Fee.

25 101. Suddenlink's conduct alleged herein has violated the CLRA in multiple respects,
26 including, but not limited to, the following:

27 a. Suddenlink advertised its internet service plans with an intent not to sell
28 them as advertised (Cal. Civ. Code § 1770(a)(9));

1 b. Suddenlink misrepresented that its internet service plans were supplied
2 in accordance with previous representations when they were not (Cal. Civ. Code
3 § 1770(a)(16)); and

4 c. Suddenlink inserted unconscionable provisions in its consumer
5 agreements, including an arbitration clause which waives the right to seek public injunctive
6 relief in any forum, in violation of California law.

7 102. With respect to omissions, Suddenlink at all relevant times had a duty to
8 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
9 knowledge of material information that was not known to Plaintiff and Class members;
10 (b) Suddenlink concealed material information from Plaintiff and Class members; and
11 (c) Suddenlink made partial representations, including regarding the supposed monthly prices
12 of its internet services, which were false and misleading absent the omitted information.

13 103. Suddenlink's misrepresentations and nondisclosures deceive and have a
14 tendency to deceive the general public.

15 104. Suddenlink's misrepresentations and nondisclosures are material, in that a
16 reasonable person would attach importance to the information and would be induced to act on
17 the information in making purchase decisions.

18 105. Plaintiff and members of the Class reasonably relied on Suddenlink's material
19 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
20 money for, Suddenlink's internet services had they known the truth.

21 106. As a direct and proximate result of Suddenlink's violations of the CLRA,
22 Plaintiff and Class members have been harmed and lost money or property.

23 107. Suddenlink's conduct alleged herein caused substantial injury to Plaintiff, Class
24 members, and the general public. Suddenlink's conduct is ongoing and is likely to continue and
25 recur absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining
26 Suddenlink from committing such practices.

27 108. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
28 members. Suddenlink's misrepresentations and nondisclosures regarding the true prices for its

1 internet service plans; the existence, nature, and basis of the Network Enhancement Fee; and
2 Suddenlink's policy and practice of increasing customers' monthly service prices during
3 advertised or promised fixed-price periods by increasing the Network Enhancement Fee are
4 ongoing. Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and
5 unlawful Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is
6 capable of repetition or re-occurrence by Suddenlink.

7 109. Plaintiff, on behalf of himself and/or as a private attorney general, individually
8 seeks public injunctive relief under the CLRA to protect the general public from Suddenlink's
9 false advertisements and omissions—including Suddenlink's advertising of monthly service
10 rates that do not reflect the true rates, Suddenlink's failure to disclose or adequately disclose the
11 true rates or the Network Enhancement Fee, and Suddenlink's advertising fixed-price
12 promotional periods and "Price for Life" when Suddenlink can, and has, raised customers'
13 monthly service prices during these fixed-price periods by increasing the Network
14 Enhancement Fee.

15 110. Plaintiff does not currently seek damages in this Complaint under the CLRA.

16 111. In accordance with California Civil Code § 1782(a), Plaintiff, through counsel,
17 served Suddenlink with notice of its CLRA violations by USPS certified mail, return receipt
18 requested, on May 3, 2021. A true and correct copy of that notice is attached hereto as **Exhibit**
19 **G**.

20 112. If Suddenlink fails to provide appropriate relief for its CLRA violations within
21 30 days of its receipt of Plaintiff's notification letter, Plaintiff will amend or seek leave to
22 amend this Complaint to pray for compensatory and punitive damages as permitted by Cal. Civ.
23 Code §§ 1780 and 1782(b), along with attorneys' fees and costs.

COUNT II
Violation of California's False Advertising Law
California Business and Professions Code § 17500 *et seq.*

113. Plaintiff realleges and incorporates by reference all paragraphs previously alleged herein.

114. Plaintiff brings this claim in his individual capacity, in his capacity as a private attorney general seeking the imposition of public-injunctive relief, and as a representative of the Class.

115. By its conduct and omissions alleged herein, Suddenlink has committed acts of untrue or misleading advertising, as defined by and in violation of California Business & Professions Code § 17500, *et seq.*, also known as California's False Advertising Law ("FAL"). These acts include but are not limited to: (a) misrepresenting the prices of its internet services; (b) failing to disclose or adequately disclose the true prices of its internet services and the existence, amount, basis, and nature of the Network Enhancement Fee; and (c) continuing to hide, obscure, and misrepresent the Network Enhancement Fee even after customers sign up.

116. With respect to omissions, Suddenlink at all relevant times had a duty to disclose the information in question because, *inter alia*: (a) Suddenlink had exclusive knowledge of material information that was not known to Plaintiff and the Class members; (b) Suddenlink concealed material information from Plaintiff and the Class members; and (c) Suddenlink made partial representations, including regarding the supposed monthly prices of its internet services, which were false or misleading absent the omitted information.

117. Suddenlink committed such violations of the FAL with actual knowledge that its advertising was untrue or misleading, or Suddenlink, in the exercise of reasonable care, should have known that its advertising was untrue or misleading.

118. Suddenlink's misrepresentations and nondisclosures deceive and have a tendency to deceive the general public.

119. Suddenlink's misrepresentations and nondisclosures are material, in that a reasonable person would attach importance to the information and would be induced to act on the information in making purchase decisions.

1 120. Plaintiff and members of the Class reasonably relied on Suddenlink's material
2 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
3 money for, Suddenlink's internet services had they known the truth.

4 121. By its conduct and omissions alleged herein, Suddenlink received more money
5 from Plaintiff and Class members than it should have received, including the excess Network
6 Enhancement Fee that Suddenlink charged Plaintiff and the Class on top of the advertised price
7 for the internet services, and that money is subject to restitution.

8 122. As a direct and proximate result of Suddenlink's violations of the FAL, Plaintiff
9 and the Class members lost money.

10 123. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
11 and the public. Suddenlink's conduct is ongoing and is likely to continue and recur absent a
12 permanent injunction. Accordingly, Plaintiff seeks an order enjoining Suddenlink from
13 committing such violations of the FAL. Plaintiff further seeks an order granting restitution to
14 Plaintiff and the Class in an amount to be proven at trial. Plaintiff further seeks an award of
15 attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

16 124. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
17 members. Plaintiff and the Class lack an adequate remedy at law. Suddenlink's
18 misrepresentations and omissions in its advertising regarding the true prices for its internet
19 service plans, the existence, nature, and basis of the Network Enhancement Fee, and
20 Suddenlink's policy and practice of increasing customers' monthly service prices during
21 advertised fixed-price periods by increasing the Network Enhancement Fee are ongoing.
22 Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and unlawful
23 Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is capable of
24 repetition or re-occurrence by Suddenlink.

25 125. Plaintiff, on behalf of himself and/or as a private attorney general, individually
26 seeks public injunctive relief under the FAL to protect the general public from Suddenlink's
27 false advertisements and omissions—including Suddenlink's advertising of monthly service
28 rates that do not reflect the true rates, Suddenlink's failure to disclose or adequately disclose the

1 true rates or the Network Enhancement Fee in its advertising, and Suddenlink's advertising
 2 fixed-price promotional periods and "Price for Life" when Suddenlink reserves the ability to
 3 raise customers' monthly service prices during these fixed-price periods by increasing the
 4 Network Enhancement Fee.

5 **COUNT III**

6 **Violation of California's Unfair Competition Law California Business and Professions Code § 17200 *et seq.***

7 126. Plaintiff realleges and incorporates by reference all paragraphs previously
 8 alleged herein.

9 127. Plaintiff brings this claim in his individual capacity, in his capacity as a private
 10 attorney general seeking the imposition of public injunctive relief, and as a representative of the
 11 Class.

12 128. California Business & Professions Code § 17200, *et seq.*, also known as
 13 California's Unfair Competition Law (UCL), prohibits any unfair, unlawful, or fraudulent
 14 business practice.

15 129. By its conduct and omissions alleged herein, Suddenlink has violated the
 16 "unfair" prong of the UCL, including without limitation by: (a) pervasively misrepresenting
 17 Suddenlink internet service prices while failing to disclose and/or to adequately disclose that
 18 Suddenlink actually charges higher monthly prices than advertised, through its imposition of
 19 the Network Enhancement Fee on top of the advertised price; (b) hiding, obscuring, and
 20 misrepresenting the existence, nature, and basis of the Network Enhancement Fee prior to, and
 21 at the time a consumer signs up for Suddenlink internet services; (c) continuing to hide,
 22 obscure, and misrepresent the existence, nature, and basis of the Network Enhancement Fee
 23 even after customers have signed up; (d) imposing and increasing the Network Enhancement
 24 Fee on customers without notice or without adequate notice; (e) hiding, obscuring, and
 25 misrepresenting prior to, and at the time a consumer signs up, the fact that Suddenlink can, and
 26 has, increased customers' monthly internet service prices during an advertised or promised
 27 fixed-price period by increasing the Network Enhancement Fee; (f) increasing the Network
 28 Enhancement Fee on customers during a promised fixed price period; (g) preventing existing

1 customers from freely canceling their services after learning the actual total monthly amount
 2 they are charged or learning of the Network Enhancement Fee or increases to the Network
 3 Enhancement Fee; and (h) imposing and increasing the Network Enhancement Fee as a covert
 4 way to increase the actual monthly prices customers pay for their services without having to
 5 advertise the true higher prices.

6 130. Suddenlink's conduct and omissions alleged herein are immoral, unethical,
 7 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and the
 8 Class. Perpetrating a years-long scheme of misleading and overcharging customers is immoral,
 9 unethical, and unscrupulous. Moreover, Suddenlink's conduct is oppressive and substantially
 10 injurious to consumers. By its conduct alleged herein, Suddenlink has improperly extracted
 11 hundreds of thousands of dollars from California consumers. There is no utility to Suddenlink's
 12 conduct, and even if there were any utility, it would be significantly outweighed by the gravity
 13 of the harm to consumers caused by Suddenlink's conduct alleged herein.

14 131. Suddenlink's conduct and omissions alleged herein also violate California
 15 public policy, including as such policy is reflected in Cal. Civ. Code § 1750 *et seq.* and Cal.
 16 Civ. Code §§ 1709–1710.

17 132. By its conduct and omissions alleged herein, Suddenlink has violated the
 18 “unlawful” prong of the UCL, including by making material misrepresentations and omissions
 19 in violation of Cal. Bus. & Prof. Code § 17500 *et seq.* and Cal. Civ. Code § 1750, *et seq.*,
 20 engaging in deceit in violation of Cal Civ. Code §§ 1709–1710, and violating the implied
 21 covenant of good faith and fair dealing, in violation of California common law.

22 133. Suddenlink has violated the “fraudulent” prong of the UCL by making material
 23 misrepresentations and omissions, including regarding: (a) the true prices of its internet
 24 services; (b) the existence and amount of the Network Enhancement Fee; (c) the nature and
 25 basis of the Network Enhancement Fee; and (d) advertising fixed-price promotional periods
 26 and “Price for Life” when Suddenlink can, and has, raised customers' monthly service prices
 27 during these fixed-price periods by increasing the Network Enhancement Fee.

28 134. With respect to omissions, Suddenlink at all relevant times had a duty to

1 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
2 knowledge of material information that was not known to Plaintiff and the Class;
3 (b) Suddenlink concealed material information from Plaintiff and the Class; and (c) Suddenlink
4 made partial representations, including regarding the supposed monthly prices of its internet
5 services, which were false and misleading absent the omitted information.

6 135. Suddenlink's material misrepresentations and nondisclosures were likely to
7 mislead reasonable consumers, existing and potential customers, and the public.

8 136. Suddenlink's misrepresentations and nondisclosures deceive and have a
9 tendency to deceive the general public and reasonable consumers.

10 137. Suddenlink's misrepresentations and nondisclosures are material, such that a
11 reasonable person would attach importance to the information and would be induced to act on
12 the information in making purchase decisions.

13 138. Plaintiff and members of the Class reasonably relied on Suddenlink's material
14 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
15 money for, Suddenlink's internet services had they known the truth.

16 139. By its conduct and omissions alleged herein, Suddenlink received more money
17 from Plaintiff and the Class than it should have received, including the excess Network
18 Enhancement Fees that Suddenlink charged Plaintiff and the Class on top of the advertised
19 price for the internet services, and that money is subject to restitution.

20 140. As a direct and proximate result of Suddenlink's unfair, unlawful, and
21 fraudulent conduct, Plaintiff and the Class members suffered harm and lost money.

22 141. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
23 and the public. Suddenlink's conduct described herein is ongoing and is likely to continue and
24 recur absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining
25 Suddenlink from committing such unlawful, unfair, and fraudulent business practices. Plaintiff
26 further seeks an order granting restitution to Plaintiff and the Class in an amount to be proven
27 at trial. Plaintiff further seeks an award of attorneys' fees and costs under Cal. Code Civ. Proc.
28 § 1021.5.

142. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class members. Plaintiff and the Class lack an adequate remedy at law. Suddenlink's misrepresentations and nondisclosures regarding the true prices for its internet service plans, the existence, nature, and basis of the Network Enhancement Fee, and Suddenlink's policy and practice of increasing customers' monthly service prices during advertised or promised fixed-price periods by increasing the Network Enhancement Fee are ongoing. Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and unlawful Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is capable of repetition or re-occurrence by Suddenlink.

143. Plaintiff, on behalf of himself and/or as a private attorney general, individually seeks public injunctive relief under the UCL to protect the general public from Suddenlink's false advertisements and omissions—including Suddenlink's advertising of monthly service rates that do not reflect the true rates, Suddenlink's failure to disclose or adequately disclose the true rates or the Network Enhancement Fee, and Suddenlink's advertising fixed-price promotional periods and "Price for Life" when Suddenlink can, and has, raised customers' monthly service prices during these fixed-price periods by increasing the Network Enhancement Fee.

PRAYER FOR RELIEF

Public Injunctive Relief:

A. In order to prevent injury to the general public, Plaintiff Nick Vasquez individually and/or as a private attorney general, requests that the Court enter a public injunction against Suddenlink under the CLRA, FAL, and UCL as follows:

1. Permanently enjoin Suddenlink from falsely advertising the prices of its internet service plans and from concealing the true prices of its service plans; and

2. Permanently enjoin Suddenlink from advertising fixed-price promotional periods and "Price for Life" for its service plans when Suddenlink in fact reserves the right to raise customers' monthly service prices during these fixed-price periods by increasing discretionary fees.

Individual and Class Relief:

B. On behalf of himself and the proposed Class, Plaintiff Nick Vasquez requests that the Court order relief and enter judgment against Suddenlink as follows:

1. Declare this action to be a proper class action, certify the proposed Class, and appoint Plaintiff and his counsel to represent the Class;

2. Declare that Suddenlink's conduct alleged herein violates the CLRA, FAL, and UCL;

3. Permanently enjoin Suddenlink from engaging in the misconduct alleged herein;

4. Order Suddenlink to discontinue charging the Network Enhancement Fee to its customers in California;

5. Order Suddenlink to hold in constructive trust all Network Enhancement Fee payments received from the Class;

6. Order Suddenlink to perform an accounting of all such Network Enhancement Fee payments;

7. Order disgorgement or restitution, including, without limitation, disgorgement of all revenues, profits, and/or unjust enrichment that Suddenlink obtained, directly or indirectly, from Plaintiff and the members of the Class or otherwise as a result of the unlawful conduct alleged herein;

8. Order Suddenlink to engage an independent person, group, or organization to conduct an internal assessment to (a) identify the root causes of the decisions that led Suddenlink to misrepresent its actual rates, (b) identify corrective actions and institutional culture changes to address these root causes, and (c) help Suddenlink implement and track those corrective actions to ensure Suddenlink does not engage in such misrepresentations again;

9. Order Suddenlink to pay reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest;

10. Retain jurisdiction to monitor Suddenlink's compliance with the

1 permanent injunctive relief; and

2 11. Grant such other relief as this Court deems just and proper.

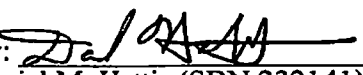
3 **DEMAND FOR JURY TRIAL**

4 Plaintiff demands a trial by jury on all issues so triable.

5
6 DATED this 4th day of May, 2021.

7 Presented by:

8 HATTIS & LUKACS

9 By: 
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