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 13 *and the Proposed Class*

FILED
 Superior Court of California
 County of Los Angeles
 DEC 12 2018
 Sherri R. Carter, Executive Officer/Clerk
 By Steven Drew, Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES 18STCV08068

~~18STCV18068~~ 50

18 RONALD CHINITZ, *individually and on*
behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 TELECOM EVOLUTIONS, LLC, *a*
California limited liability company, and
 22 QUALITY SPEAKS LLC, *a California*
limited liability company,

23 Defendants.

Case No. _____

CLASS ACTION COMPLAINT

1. Violation of CAL. CIV. CODE § 1750 *et seq.*
2. Violation of CAL. BUS. & PROF. CODE § 17500 *et seq.*
3. Violation of CAL. BUS. & PROF. CODE § 17200 *et seq.*
4. Intentional Misrepresentation
5. Unjust Enrichment

DEMAND FOR JURY TRIAL

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1 Plaintiff Ronald Chinitz (“Plaintiff”), individually and on behalf of all others similarly
2 situated (the “Class,” as defined below), by and through his undersigned counsel, brings this Class
3 Action Complaint against Defendants Telecom Evolutions, LLC, and Quality Speaks LLC
4 (together, “Defendants”) and respectfully alleges as follows. Plaintiff bases the allegations herein
5 on personal knowledge as to matters related to, and known to, Plaintiff. As to all other matters,
6 Plaintiff bases the allegations herein on information and belief, through investigation of Plaintiff’s
7 counsel. Plaintiff believes substantial evidentiary support exists for the allegations set forth herein,
8 and he seeks a reasonable opportunity for discovery.

9 **NATURE OF THE ACTION**

10 1. On behalf of himself and the Class members, Plaintiff alleges that during the period
11 from December 12, 2014, to the present, Defendants deceptively and misleadingly marketed their
12 trueSTREAM broadband internet service as providing a “fiber optic” connection, when, in fact, it
13 did not; rather, Defendants provided an inferior, slower copper line connection.

14 2. During the period from December 12, 2014, to the present, throughout the State of
15 California, Defendants, doing business as “DSL Extreme,” have systematically marketed and
16 advertised the trueSTREAM internet service as “fiber optic,” such that any reasonable consumer
17 who purchased the trueSTREAM service, or who will purchase the trueSTREAM service in the
18 future, is exposed to Defendants’ “fiber optic” claim.

19 3. As detailed below, contrary to Defendants’ “fiber optic” representations, and to the
20 detriment of Plaintiff and the other Class members, Defendants provide the trueSTREAM service
21 to Plaintiff and the Class members via an inferior copper line.

22 4. Thus, Defendants have misled, deceived, and confused reasonable consumers,
23 including Plaintiff and the Class members, by representing to them that the trueSTREAM internet
24 service provides a “fiber optic” connection when, in fact, it does not.

25 5. Defendants’ conduct harms consumers, including Plaintiff and the Class members,
26 by inducing them to purchase and pay a premium price for the trueSTREAM internet service based
27 on the false and misleading premise that it is a “fiber optic” service, when consumers would not
28 have otherwise purchased or paid a premium price for the trueSTREAM service.

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1 6. Plaintiff now brings this action individually and on behalf of the Class members to
2 stop Defendants' unlawful practices, seeking injunctive and monetary relief and such additional
3 relief as the Court may deem just and proper.

4 **PARTIES**

5 **Plaintiff Ronald Chinitz**

6 7. Plaintiff Ronald Chinitz is a resident of Santa Cruz, California.

7 8. In 2016, Plaintiff agreed to a one-year contract for Digital Subscriber Line ("DSL")
8 service from Defendants, under which Defendants billed Plaintiff at a rate of \$14.95 per month.

9 9. In or around July 2017, Plaintiff upgraded his internet service with Defendants from
10 DSL to Defendants' purportedly "fiber optic" trueSTREAM service. Plaintiff paid a premium price
11 for the purportedly "fiber optic" service, paying at a rate of \$17.95 per month instead of the \$14.95
12 per month he had paid for DSL. Defendants confirmed in an email work order to Plaintiff on July
13 10, 2017, that his "service is Fast fiber-optic network." This "fiber optic" claim was consistent
14 with the advertising from Defendants' website quoted below, in which Defendants offer "fiber
15 optic" service to consumers for a premium price:

16 Enjoy our new elite service offering fast downloads and a wireless modem for a
17 low monthly rate. This new fiber optic network allows us to offer you higher
18 speeds.

19 10. Plaintiff believed Defendants' representation that the trueSTREAM internet service
20 provides a "fiber optic" internet connection.

21 11. On account of Defendants' representation that the trueSTREAM internet service
22 was "fiber optic," Plaintiff agreed to a one-year contract for "fiber optic" trueSTREAM internet
23 service for residential use in July 2017, under the belief that he was purchasing, and would receive,
24 "fiber optic" internet service. Under the contract, Defendants were to bill Plaintiff at a rate of
25 \$17.95 per month for one year.

26 12. However, Plaintiff did not receive fiber optic internet service. Rather, Plaintiff was
27 provided with an inferior copper line connection. Thus, the internet connection Plaintiff received
28 is worth less than the internet connection for which he paid.

1 13. Had Defendants not made false, misleading, and deceptive representations that the
2 trueSTREAM service provides a “fiber optic” internet connection, Plaintiff would not have been
3 willing to purchase the trueSTREAM service and would not have been willing to pay a premium
4 price for the trueSTREAM service.

5 14. Plaintiff was injured and lost money as a result of Defendants’ misrepresentations,
6 omissions, and deceptive, unfair, and unlawful conduct.

7 15. Despite failing to provide Plaintiff with “fiber optic” internet service as promised,
8 Defendants billed Plaintiff at a rate of \$17.95 per month pursuant to Plaintiff’s one-year contract
9 for the entirety of the period from July 2017 to June 2018.

10 **Defendant Telecom Evolutions, LLC**

11 16. Defendant Telecom Evolutions, LLC, is a limited liability company organized
12 under the laws of the State of California with its principal place of business located at 9221 Corbin
13 Avenue, Suite 260, Northridge, California 91324.

14 17. Defendant Telecom Evolutions, LLC, is a telecommunications provider.

15 18. Defendant Telecom Evolutions, LLC’s Chief Executive Officer is James Murphy.¹

16 19. Upon information and belief, in committing the wrongful acts alleged herein,
17 Defendant Telecom Evolutions, LLC, in connection with its subsidiaries, affiliates, and/or other
18 related entities and their employees, planned, participated in, and furthered a common scheme to
19 induce members of the public to purchase trueSTREAM services by means of false, misleading,
20 deceptive, and fraudulent representations, and Defendant Telecom Evolutions, LLC, participated
21 in the making of such representations in that it disseminated those misrepresentations or caused
22 them to be disseminated.

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27 ¹ SEC’Y OF STATE, STATE OF CAL., *Statement of Information (Limited Liability Company): Telecom*
28 *Evolutions, LLC* (Sept. 13, 2017), available at <https://goo.gl/61ouE2>; see also SEC’Y OF STATE,
STATE OF CAL., *Statement of No Change (Limited Liability Company): Telecom Evolutions, LLC*
(Aug. 29, 2018), available at <https://goo.gl/AVU4Uz>.

1 **Defendant Quality Speaks LLC**

2 20. Defendant Quality Speaks LLC is a limited liability company organized under the
3 laws of the State of California with its principal place of business located at 9221 Corbin Avenue,
4 Suite 260, Northridge, California 91324.²

5 21. Defendant Quality Speaks LLC's CEO is James Murphy.³

6 22. Ikano Communications, Inc., is a telecommunications provider and was listed with
7 the California Secretary of State as Ikano Communications, Inc. d/b/a DSL Extreme until May 25,
8 2017, when it surrendered its right to transact business in California.⁴

9 23. Ikano Communications, Inc., still claims its "flagship Broadband Access brand is
10 DSL Extreme."⁵

11 24. The Ikano Communications website lists Jim Murphy as its Chief Executive Officer
12 and its "main office" as 9221 Corbin Avenue, Suite 260, Northridge, California 91324.⁶

13 25. On February 11, 2015, Ikano Communications, Inc. d/b/a DSL Extreme, announced
14 it had been acquired by Broadvoice.⁷

15 26. Broadvoice is a d/b/a of Defendant Quality Speaks LLC.⁸

16 27. Upon information and belief, in committing the wrongful acts alleged herein,
17 Defendant Quality Speaks LLC in connection with its subsidiaries, affiliates, and/or other related
18 entities and their employees, planned, participated in, and furthered a common scheme to induce
19 members of the public to purchase trueSTREAM services by means of false, misleading,

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21 ² SEC'Y OF STATE, STATE OF CAL., *Statement of Information (Limited Liability Company): Quality Speaks, LLC* (May 15, 2017), available at <https://goo.gl/NCwK9Y>.

22 ³ *Id.*

23 ⁴ See SEC'Y OF STATE, STATE OF CAL., *Certificate of Surrender (Foreign Qualified Corporation ONLY): Ikano Communications, Inc.* (May 25, 2017), available at <https://goo.gl/csvcJH>.

24 ⁵ IKANO COMMC'NS, *Broadband Access*, WWW.IKANO.COM (2018), <https://goo.gl/MNs2bw> (last visited Dec. 10, 2018).

25 ⁶ IKANO COMMC'NS, *Management*, WWW.IKANO.COM (2018), <https://goo.gl/WxjvdQ> (last visited Dec. 10, 2018); IKANO COMMC'NS, *About IKANO*, WWW.IKANO.COM (2018), <https://goo.gl/t9FbgF> (last visited Dec. 10, 2018).

26 ⁷ DSL EXTREME, *Broadvoice Announces Acquisition of DSL Extreme*, WWW.DSLEXTREME.COM (Feb. 11, 2015), <https://goo.gl/tydxvR>.

27 ⁸ See INTERNET ARCHIVE WAYBACK MACH., *Broadvoice: Terms & Conditions*, WEB.ARCHIVE.ORG (Mar. 13, 2017), <https://goo.gl/mPuY7i>; cf. BROADVOICE, *Our Leadership Team*, WWW.BROADVOICE.COM (2018), <https://goo.gl/8daE4b> (Broadvoice CEO is Jim Murphy).

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1 deceptive, and fraudulent representations, and Defendant Quality Speaks LLC participated in the
2 making of such representations in that it disseminated those misrepresentations or caused them to
3 be disseminated.

4 JURISDICTION AND VENUE

5 Jurisdiction

6 28. This Court has personal jurisdiction over Defendants for reasons including but not
7 limited to the following: Plaintiff's claims against Defendants arise out of their conduct within the
8 State of California, including their dissemination within the State of California of the false and
9 misleading representations that the trueSTREAM services are "fiber optic" when, in fact, they are
10 not; Defendants are organized under California law and their principal places of business are in
11 California; and Defendants' contacts with California are systematic and continuous, such that they
12 are essentially at home in California.

13 Venue

14 29. Venue is proper in the County of Los Angeles, California, as the actions and harms
15 alleged herein occurred, in part, in the County of Los Angeles, and Defendants' principal places
16 of business are in the County of Los Angeles.

17 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18 Differences in the Types of Broadband Internet Services

19 30. "America's communications networks have been rapidly changing from copper-
20 based networks originally built for voice services to alternative platforms built for a variety of
21 purposes, including broadband, video and data as well as voice."⁹ "These 'tech transitions' involve
22 switching the network infrastructure from copper wire to optical fiber and coaxial cable,
23 combinations of all three, or even wireless technology."¹⁰

24 31. "Broadband or high-speed Internet access allows users to access the Internet and
25 Internet-related services at significantly higher speeds than those available through 'dial-up'

26 _____
27 ⁹ FCC, *Tech Transitions: Network Upgrades That May Affect Your Service* (2017), available at
<https://goo.gl/GZVgDW>.

28 ¹⁰ *Id.*

1 services.”¹¹ “Broadband speeds vary significantly depending on the technology and level of service
2 ordered.”¹² Broadband includes several high-speed transmission technologies: DSL, Cable
3 Modem, Fiber, Wireless, Satellite, and Broadband over Powerlines (BPL).¹³

4 32. “DSL is a wireline transmission technology that transmits data faster over
5 traditional copper telephone lines already installed to homes and businesses.”¹⁴

6 33. By contrast, “[f]iber optic technology converts electrical signals carrying data to
7 light and sends the light through transparent glass fibers about the diameter of a human hair.”¹⁵

8 34. “DSL-based broadband provides transmission speeds ranging from several hundred
9 [thousand bits per second] (Kbps) to millions of bits per second (Mbps).”¹⁶

10 35. “Fiber transmits data at speeds far exceeding current DSL or cable modem speeds,
11 typically by tens or even hundreds of Mbps.”¹⁷

12 36. As the chart below illustrates, the median download speed for fiber optic
13 technology significantly outperforms DSL’s copper lines.¹⁸

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24 ¹¹ FCC, *Getting Broadband Q&A* (2017), available at <https://goo.gl/zhQjgG>.

25 ¹² *Id.*

26 ¹³ FCC, *Types of Broadband Connections* (2014), available at <https://goo.gl/E45PS6>.

27 ¹⁴ *Id.*

28 ¹⁵ *Id.*

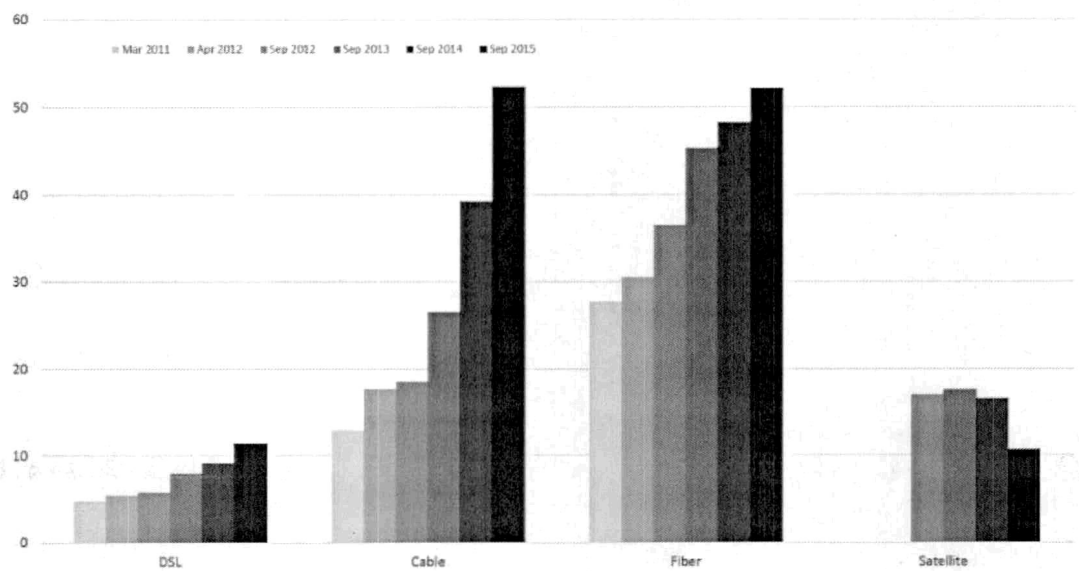
¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ OFFICE OF ENG’G & TECH., FCC, *2016 Measuring Broadband America Fixed Broadband Report: A Report on Consumer Fixed Broadband Performance in the United States* (2016), available at <https://goo.gl/MRFQSY>.

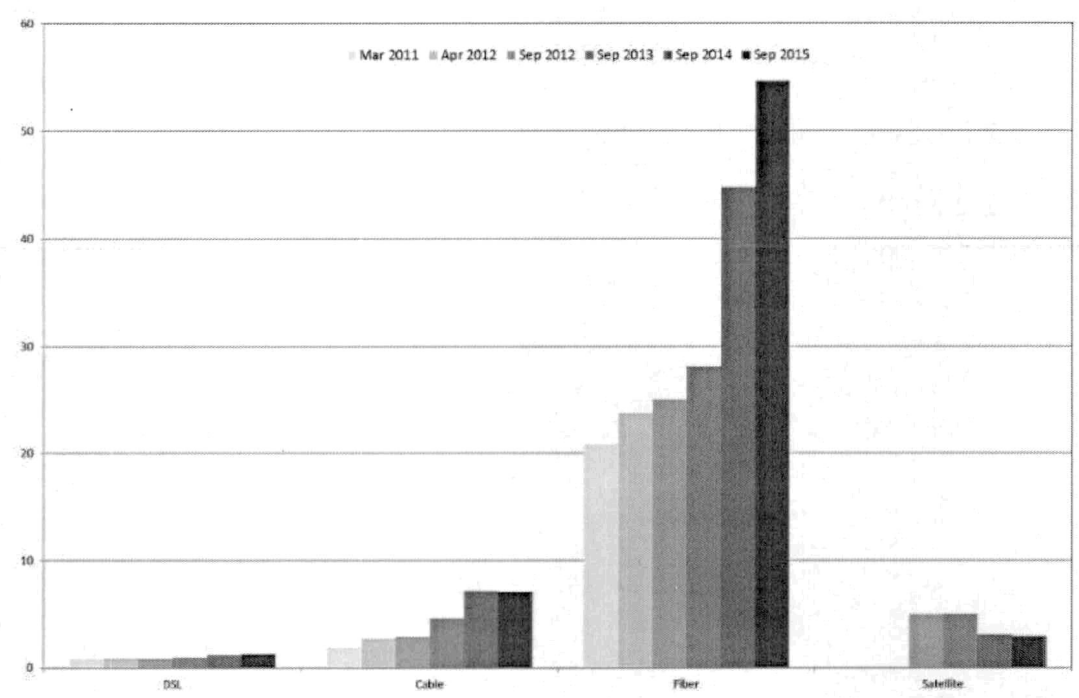
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Chart 12.1: Median download speeds by technology, 2011 to 2015



37. Similar results are seen for upload speeds, as the chart below shows.¹⁹

Chart 12.2: Median upload speeds by technology, 2011 to 2015



38. Fiber optic connections and copper line DSL connections also differ with respect to consistency of service. According to the 2016 FCC report:

Even though median upload speeds experienced by most ISP's

¹⁹ *Id.*

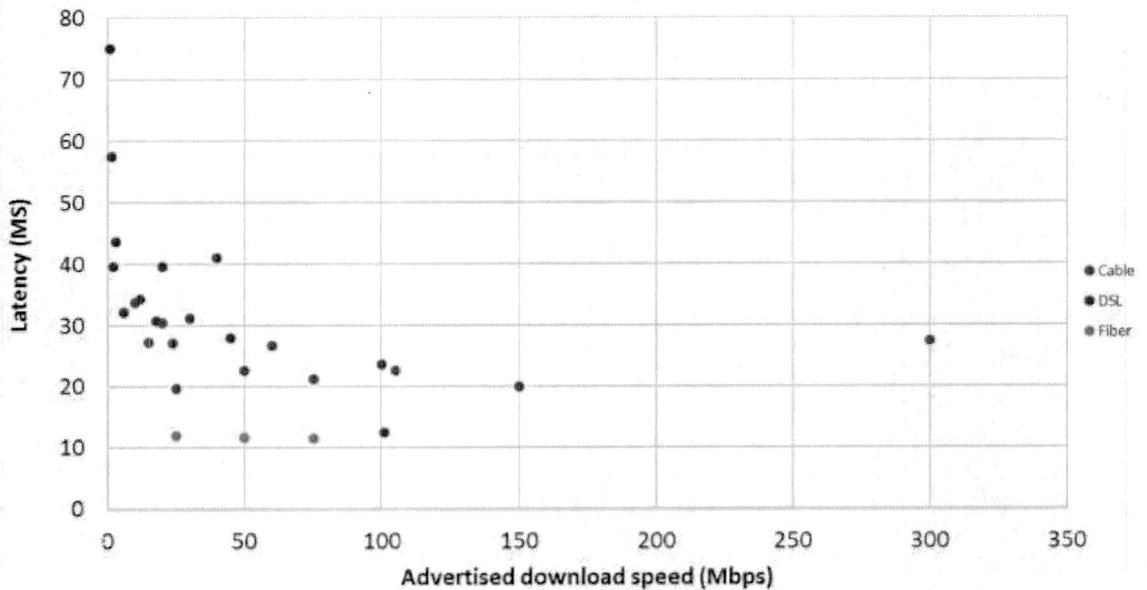
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1 subscribers are close to or exceed the advertised upload speeds, for
 2 each ISP there are some subscribers whose median upload speed
 3 falls significantly short of the advertised upload speed. Relatively
 4 few subscribers to cable, fiber, or satellite broadband services
 experience such shortfalls. However, the data suggest that most DSL
 broadband service subscribers often experience median upload
 speeds that fall substantially short of advertised upload speeds.²⁰

5 39. According to the FCC, “[a]lthough actual download and upload speeds remain the
 6 network performance metric of greatest interest to the consumers,” other network performance
 7 metrics, such as latency, can be important as they “can significantly affect the overall quality of a
 8 consumer’s broadband service.”²¹

9 40. “Latency is the time it takes for a data packet to travel across a network from one
 10 point on the network to another.”²² “High latencies may affect the perceived quality of some
 11 interactive services such as phone calls over the internet, video chat, or online multiplayer
 12 games.”²³ As the chart below shows, copper line “DSL service has typically higher latency than
 13 cable and fiber.”²⁴

14 Chart 20: Latency for Terrestrial ISPs, by technology and by advertised download speed



26 ²⁰ *Id.*
 27 ²¹ *Id.*
 28 ²² *Id.*
²³ *Id.*
²⁴ *Id.*

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1 41. As the FCC documents discussed above demonstrate, a fiber optic internet
2 connection is substantially different from a copper line internet connection because a fiber optic
3 internet connection “converts electrical signals carrying data to light and sends the light though
4 transparent glass fibers,” while a copper line internet connection delivers the internet service over
5 a copper line.

6 42. As the FCC documents discussed above demonstrate, additional differences
7 between a fiber optic internet connection and a copper line internet connection include
8 performance metrics such as speed, consistency, and latency.

9 43. It is deceptive and misleading to advertise “fiber optic” internet service but to
10 provide an internet connection using copper line. Reasonable consumers expect internet service
11 advertised as “fiber optic” to be, in fact, fiber optic (and not copper line).

12 44. To bring internet services to consumers, Defendants partner with third party
13 telecommunications companies.²⁵

14 45. In Plaintiff’s case, Defendants’ third-party partner was AT&T.

15 46. Internet services are routed from the global telephone network to a central office,
16 which is a telephone company’s switching center for a given area.²⁶ From the central office, the
17 signal is sent to local homes and businesses.

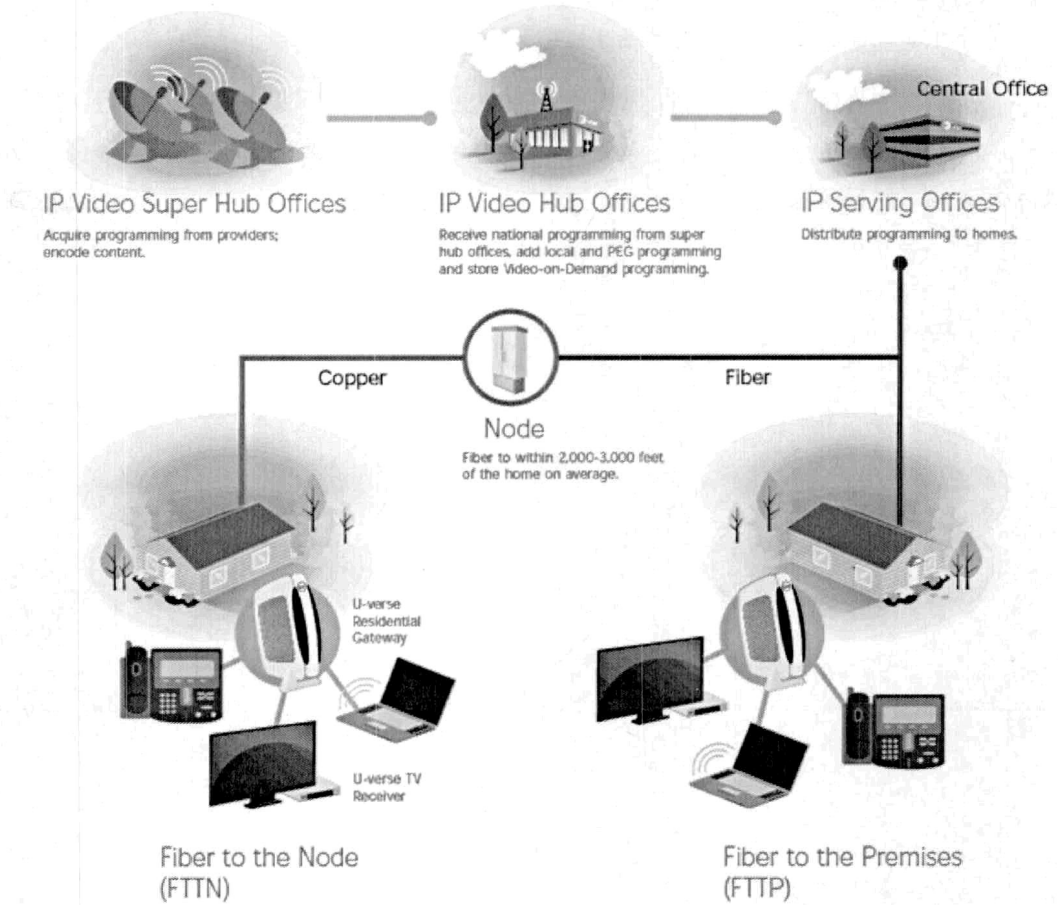
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27 ²⁵ See IKANO COMMC’NS, *Partners*, WWW.IKANO.COM (2018), <http://www.ikano.com/partners> (last
visited Dec. 10, 2018).

28 ²⁶ NETLINGO, *Central Office (CO)*, WWW.NETLINGO.COM (2018), <https://goo.gl/iuKvwd>.

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1 47. As illustrated below, AT&T offers “fiber-to-the-premises” (“FTTP”) connectivity,
2 in which it provides a fiber optic connection all the way to the home.

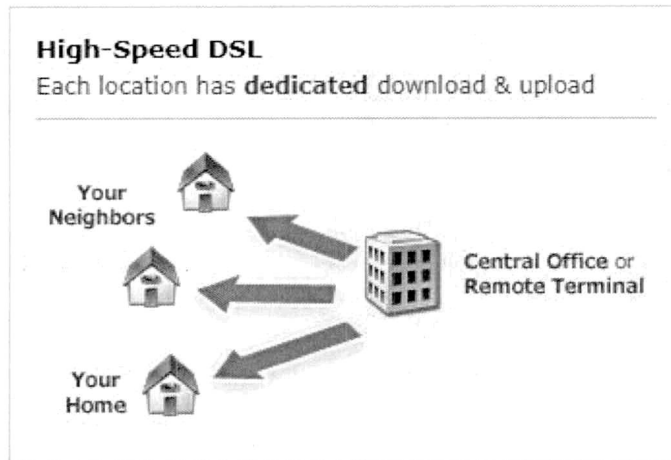
3 48. As further illustrated below, AT&T also offers a connection type referred to as
4 “fiber-to-the-node” (“FTTN”), in which it provides fiber optics that stop at a node within 2,000 to
5 3,000 feet of the home on average, and then it provides copper line the rest of the way to the home.



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1 49. As illustrated below, in addition to the purportedly “fiber optic” trueSTREAM
2 service, DSL Extreme also offers a service that it calls “High-Speed DSL,” which uses dedicated
3 copper lines for the entire distance from the central office to the home, or, alternatively, for the
4 entire distance from the remote terminal to the home.



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13 **Defendants Advertise and Market the trueSTREAM Services as “Fiber Optic”**

14 50. Defendants, like many internet providers, recognize the differences between fiber
15 optic internet connections and copper line internet connections.

16 51. To capitalize on these differences, Defendants market their trueSTREAM internet
17 services as “fiber optic,” thereby setting their trueSTREAM services apart from other competing
18 internet services.

19 52. During the period from December 12, 2014, to the present, Defendants
20 systematically marketed and advertised their trueSTREAM internet services as “fiber optic.”²⁷

21 53. By way of example, the DSL Extreme webpage dedicated to trueSTREAM
22 residential services provides that “[t]his new fiber optic network allows us to offer you higher
23 speeds without requiring a phone line.”²⁸ The page further states—under the tab titled “Why

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25 ²⁷ E.g., DSL EXTREME, *DSL & Broadband Service for Your Home and Business*,
26 [www.DSLEXTREME.COM](https://www.dslextreme.com/) (2018), <https://www.dslextreme.com/> (last visited Dec. 10, 2018)
(claiming trueSTREAM internet is a “Fast fiber-optic network”); see also INTERNET ARCHIVE
27 WAYBACK MACH., *DSL Extreme: DSL & Broadband Service for Your Home & Business*,
28 [WEB.ARCHIVE.ORG](https://goo.gl/CiUtWZ) (Mar. 9, 2017), <https://goo.gl/CiUtWZ> (same).

²⁸ DSL EXTREME, *trueSTREAM Broadband*, [www.DSLEXTREME.COM](https://goo.gl/Pnuzoi) (2018),
<https://goo.gl/Pnuzoi> (last visited Dec. 10, 2018).

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1 choose trueSTREAM?”—“[a] super-fast Internet connection utilizing a [sic] advanced digital
2 fiber-optics to enable more speed, reliability, and connectivity than ever before.”²⁹

3 54. Additionally, the DSL Extreme website states in an ad for trueSTREAM:
4 Enjoy enhanced download speeds and wireless capability through an advanced
5 digital fiber-optic network. This new network allows us to offer higher speeds
6 without requiring a phone line. trueSTREAM service is fast, reliable and keeps you
7 connected!³⁰

8 55. In a press release entitled “DSL Extreme Launches trueSTREAM,” Defendants
9 state, “trueSTREAM is a top-notch Internet/data service that offers enhanced broadband speeds
10 and wireless capability through an advanced digital fiber-optic network.”³¹

11 56. As a further example of Defendants’ consistent and systematic “fiber optic”
12 marketing and advertising campaign, on the webpage for trueSTREAM business services, under
13 the title “trueSTREAM: *Keep your Entire Office Connected for less,*” Defendants state, “[e]njoy
14 our new elite service that offers enhanced download speeds and wireless capability through an
15 advanced digital fiber-optic network.”³² The page goes on to state—under the tab “What sets
16 trueSTREAM apart from other internet services?”—“[a] super-fast Internet connection utilizing a
17 [sic] advanced digital fiber-optics to enable more speed, reliability, and connectivity than ever
18 before.”³³

19 57. By consistently and systematically marketing and advertising their trueSTREAM
20 services as “fiber optic” throughout California, Defendants ensured that all consumers purchasing
21 trueSTREAM services were, and all consumers purchasing trueSTREAM services in the future
22 will be, exposed to their misrepresentation that trueSTREAM services are “fiber optic.”

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25 ²⁹ *Id.*

26 ³⁰ DSL EXTREME, *Test Your Download and Upload Speed*, WWW.DSLEXTREME.COM (2018),
<https://goo.gl/vxFCBt> (last visited Dec. 10, 2018).

27 ³¹ DSL EXTREME, *DSL Extreme Launches trueSTREAM*, WWW.DSLEXTREME.COM (Sept. 10,
2014), <https://goo.gl/oyWcfs>.

28 ³² DSL EXTREME, *trueSTREAM Business Broadband*, WWW.DSLEXTREME.COM (2018),
<https://goo.gl/5bw6Fp> (last visited Dec. 10, 2018).

³³ *Id.*

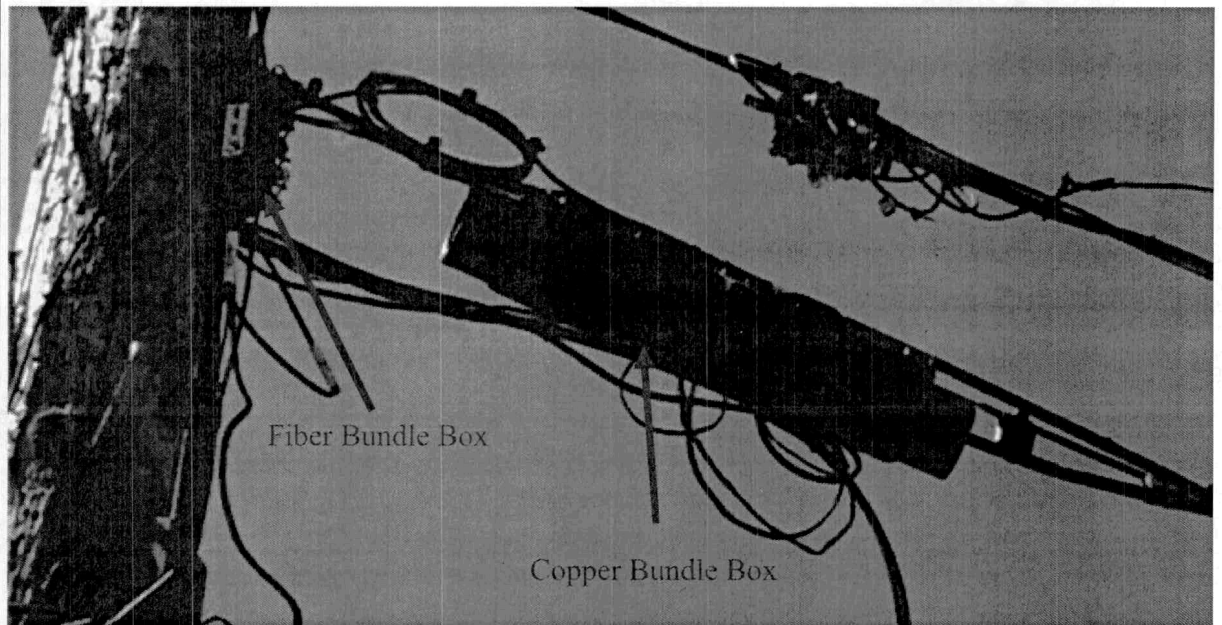
1 **Plaintiff's Experience with trueSTREAM**

2 58. Despite Defendants' promise to provide Plaintiff with a "fiber optic" connection
3 (discussed above in the Parties section), Defendants did not provide Plaintiff with a fiber optic
4 internet connection. Rather, Defendants purposefully attached Plaintiff to an all copper connection.

5 59. To install the trueSTREAM service in Plaintiff's home, two technicians were
6 required, both from AT&T.

7 60. The first technician arrived in the morning.

8 61. On the telephone pole behind Plaintiff's home (pictured below), the first technician
9 pointed out the copper wire service in one bundle box on the pole, and a separate bundle box on
10 the same pole for fiber optic.



22 62. The first technician told Plaintiff he installed fiber optic into an AT&T customer's
23 home in Plaintiff's neighborhood.

24 63. The first technician, however, explained to Plaintiff that AT&T does not provide
25 fiber optic services to third party companies like Defendants, and that fiber optic was only available
26 if the consumer purchased directly from AT&T.

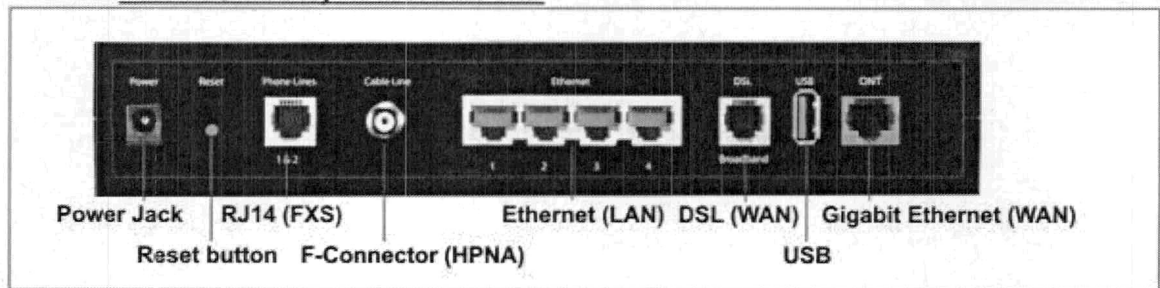
27 64. Plaintiff, in turn, explained to the first technician that Defendants had required him
28 to purchase a new modem – model NVG589 – for \$100 when he signed up for the trueSTREAM

1 service.

2 65. As the images below show, Plaintiff's NVG589 modem is connected to the green
3 DSL port, not the red Optical Network Terminal ("ONT") which is used for fiber optic
4 connections.³⁴



17 **Motorola® Gateway NVG589 Rear View**



23 66. The first technician explained that the internet service being provided by
24 Defendants was not fiber optic, as Defendants had represented, but was actually copper wire from
25 the central office to Plaintiff's modem.

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27 ³⁴ See MOTOROLA MOBILITY LLC, *Administrator's Handbook: Motorola Embedded Software*
28 *Version 9.1.0: Motorola NVG589 VDSL2 Gateway*, at 15 (2012), available at
<https://goo.gl/ZQQNc9>.

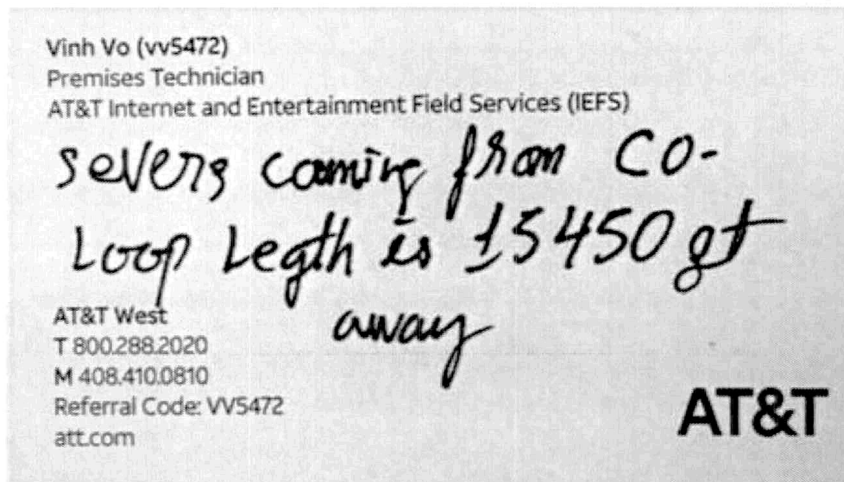
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1 67. Later that day, and subsequent to the first technician leaving, a second technician
2 came to Plaintiff's home.

3 68. Plaintiff confirmed with the second technician everything he was told by the first
4 technician.

5 69. The information provided to Plaintiff by the two AT&T technicians has been
6 corroborated on several occasions by AT&T service personnel.

7 70. On May 12, 2018, at the behest of Defendants' customer service manager, an
8 AT&T technician was sent to Plaintiff's home. The technician gave Plaintiff a new modem that
9 was not materially different from Plaintiff's previous modem and that still connected Plaintiff to
10 the internet via the copper line. The technician ran tests indicating plaintiff was on copper loop
11 from his home to the AT&T central office, 15,450 feet (i.e., around 3 miles) away, as shown below.



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20 71. Subsequently, Plaintiff has had additional interactions with AT&T personnel that
21 corroborate that he is on a copper line, including: (i) a phone call in summer 2018 with an AT&T
22 customer service person in which the customer service person confirmed that there is no fiber
23 between Plaintiff's premises and the central office and confirmed that AT&T does not allow third
24 party companies to provide AT&T's fiber optic service to consumers, and (ii) an interaction on
25 October 15, 2018, in which another AT&T technician confirmed that Plaintiff's internet service
26 was being provided on a copper line between the central office and Plaintiff's premises.

27 72. All of the foregoing experiences have confirmed that Plaintiff is receiving internet
28 service via copper line between his home and the central office, not the fiber optic service that

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1 Defendants represented they would provide.

2 73. Based on the paragraphs above (including the statements of the AT&T personnel),
3 on information and belief, every trueSTREAM customer is receiving their signal over copper line
4 (for example, copper line from the central office or copper line from the node). Thus, on
5 information and belief, all trueSTREAM services are not fiber optic.

6 74. Because the trueSTREAM internet service is not fiber optic, Defendants deceive
7 and mislead reasonable consumers, including Plaintiff and the Class members, by marketing and
8 advertising the service as “fiber optic.”

9 **Plaintiff and the Class Members Reasonably Relied on Defendants’**

10 **Misrepresentations**

11 75. Defendants’ marketing of the trueSTREAM service as “fiber optic” throughout the
12 period from December 12, 2014, to the present evinces Defendants’ awareness that “fiber optic”
13 claims are material to consumers.

14 76. Defendants’ deceptive representations and omissions are material in that a
15 reasonable person would attach importance to such information and would be induced to act upon
16 such information in making purchasing decisions.

17 77. Plaintiff and the Class members reasonably relied to their detriment on Defendants’
18 misleading representations and omissions.

19 78. Defendants’ false, misleading, and deceptive misrepresentations and omissions are
20 likely to continue to deceive and mislead reasonable consumers and the general public, as they
21 have already deceived and misled Plaintiff and the Class members.

22 **Defendants’ Wrongful Conduct Caused Plaintiff’s and the Class Members’ Injuries**

23 79. As an immediate, direct, and proximate result of Defendants’ false, misleading, and
24 deceptive representations and omissions, Plaintiff and the Class members suffered injuries in that
25 they:

- 26 a. paid a sum of money for trueSTREAM services that were not what
27 Defendants represented;
28 b. paid a premium price for trueSTREAM services that were not what
Defendants represented;

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- 1
- 2 c. were deprived of the benefit of the bargain because the
- 3 trueSTREAM services they purchased are different from what
- 4 Defendants represented;
- 5 d. were deprived of the benefit of the bargain because the
- 6 trueSTREAM services they purchased have less value than what
- 7 Defendants represented;
- 8 e. did not receive trueSTREAM services that measured up to their
- 9 expectations, which Defendants created; and
- 10 f. were denied the benefit of the fiber optic services Defendants
- 11 promised.

12 80. Had Defendants not made the false, misleading, and deceptive representations and

13 omissions, Plaintiff and the Class members would not have been willing to pay the same amount

14 for the trueSTREAM services, and, consequently, Plaintiff and the Class members would have not

15 been willing to purchase the trueSTREAM services.

16 81. Plaintiff and the Class members paid for trueSTREAM services that were “fiber

17 optic” but received trueSTREAM services that were not “fiber optic.” The trueSTREAM services

18 that Plaintiff and the Class members received are worth less than the trueSTREAM services for

19 which they paid.

20 82. By way of example, Defendants charged Plaintiff \$17.95 per month for their

21 trueSTREAM Value 768Kbps package. Around the same time, Defendants charged \$14.95 per

22 month for their Basic 1.0Mbps DSL package.

23 83. Based on Defendants’ false, misleading and deceptive representations and

24 omissions, Defendants were able to, and did, charge a premium price for the trueSTREAM services

25 over the cost of competitive internet services not claiming to be “fiber optic.”

26 84. In making the false, misleading, and deceptive representations and omissions

27 described herein, Defendants knew and intended that consumers will pay a premium for internet

28 services that are marketed as “fiber optic” over comparable services not so marketed.

85. Plaintiff and the Class members all paid money for fiber optic internet services.

However, Plaintiff and the Class members did not obtain the full value of the advertised fiber optic

internet services due to Defendants’ misrepresentations and omissions. Plaintiff and the Class

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1 members purchased more of, and/or paid more for, the trueSTREAM services than they would
2 have if they had known the truth about the trueSTREAM services. Consequently, Plaintiff and the
3 Class members suffered injury in fact and lost money as a result of Defendants' wrongful conduct.

4 **CLASS ALLEGATIONS**

5 86. Pursuant to section 382 of the California Code of Civil Procedure, Plaintiff brings
6 this action on behalf of himself and the following proposed class:

7 **The Class.** All California residents who purchased trueSTREAM
8 "fiber optic" internet service from Defendants during the period
9 from December 12, 2014, until the date of class certification for their
10 personal use, rather than for resale.

11 Excluded from the Class are: (a) Defendants, Defendants' board
12 members, executive-level officers, and attorneys, and immediately
13 family members of any of the foregoing persons; (b) governmental
14 entities; (c) the Court, the Court's immediate family, and the Court
15 staff; and (d) any person that timely and properly excludes himself
16 or herself from the Class in accordance with Court-approved
17 procedures.

18 87. Plaintiff reserves the right to alter the Class definition as he deems necessary at any
19 time to the full extent that applicable law allows.

20 88. Certification of Plaintiff's claims for class-wide treatment is appropriate because
21 Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as
22 individual Class members would use to prove those elements in individual actions alleging the
23 same claims.

24 89. Numerosity: The size of the Class is so large that joinder of all Class members is
25 impracticable. Due to the nature and expanse of Defendants' business, Plaintiff believes there are
26 thousands of Class members geographically dispersed throughout California.³⁵

27 90. Well-Defined Community of Interest: As further alleged below, there is a well-
28 defined community of interest with respect to the Class, since there are (1) predominant common
29 questions of law or fact; (2) a Class representative with claims or defenses typical of the Class;
30 and (3) a Class representative who can adequately represent the Class.

31 _____
32 ³⁵ In 2014, Defendants claimed to serve nearly 100,000 clients. DSL EXTREME, *DSL Extreme*
33 *Launches trueSTREAM*, WWW.DSLEXTREME.COM (Sept. 10, 2014), <https://goo.gl/oyWcfs>.

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1 91. Existence and Predominance of Common Questions of Law and Fact: There are
2 questions of law and fact common to the Class. These questions predominate over any questions
3 affecting only individual Class members.

4 92. All Class members were exposed to Defendants' deceptive and misleading
5 advertising and marketing claims that the trueSTREAM services were "fiber optic."

6 93. Additional common legal and factual questions include but are not limited to:

- 7 a. whether Defendants' "fiber optic" representation is material to
8 reasonable consumers;
- 9 b. whether Defendants' advertising, marketing, and sale of the
10 trueSTREAM services as "fiber optic" constitute unfair and/or
11 deceptive business practices;
- 12 c. whether Plaintiff and the Class members are entitled to actual,
13 statutory, or other forms of damages and other monetary relief; and
- 14 d. whether Plaintiff and the Class members are entitled to equitable
15 relief, including but not limited to injunctive relief and equitable
16 restitution.

17 94. Defendants engaged in a common course of conduct in contravention of the laws
18 Plaintiff seeks to enforce individually and on behalf of the other Class members. Similar or
19 identical statutory and common law violations, business practices, and injuries are involved.
20 Individual questions, if any, pale by comparison in both quality and quantity to the numerous
21 common questions that dominate this action. Moreover, the common questions will yield common
22 answers.

23 95. Typicality: Plaintiff's claims are typical of the Class because Defendants injured
24 all Class members through the uniform misconduct described herein; all Class members were
25 subject to Defendants' false, misleading, and unfair advertising and marketing practices and
26 representations, including the false and misleading claim that the trueSTREAM services are "fiber
27 optic"; and Plaintiff seeks the same relief as the Class members.

28 96. There are no defenses available to Defendants that are unique to Plaintiff.

1 97. Adequacy of Representation: Plaintiff is a fair and adequate representative of the
2 Class because Plaintiff's interests do not conflict with those of the Class members. Plaintiff will
3 prosecute this action vigorously and is highly motivated to seek redress against Defendants.
4 Further, Plaintiff has selected competent counsel who are experienced in class action and other
5 complex litigation. Plaintiff and his counsel are committed to prosecuting this action vigorously
6 on behalf of the Class and have the resources to do so.

7 98. Superiority: The class action mechanism is superior to other available means for
8 the fair and efficient adjudication of this controversy for reasons including but not limited to the
9 following:

10 a. The damages individual Class members suffered are small
11 compared to the burden and expense of individual prosecution of the
12 complex and extensive litigation needed to address Defendants'
13 conduct.

14 b. It would be virtually impossible for the individual Class members to
15 redress the wrongs done to them effectively. Even if the Class
16 members could afford such individual litigation, the court system
17 could not. Individualized litigation would unnecessarily increase the
18 delay and expense to all parties and to the court system and presents
19 a potential for inconsistent or contradictory rulings and judgments.
20 By contrast, the class action device presents far fewer management
21 difficulties, allows the hearing of claims which might otherwise go
22 unaddressed because of the relative expense of bringing individual
23 lawsuits, and provides the benefits of single adjudication, economies
24 of scale, and comprehensive supervision by a single court.

25 c. The prosecution of separate actions by the individual members of
26 the Class would create a risk of inconsistent or varying adjudications
27 with respect to individual Class members, which would establish
28 incompatible standards of conduct for Defendants.

 d. The prosecution of separate actions by individual Class members
would create a risk of adjudications with respect to them that would,
as a practical matter, be dispositive of the interests of other Class
members not parties to the adjudications or that would substantively
impair or impede their ability to protect their interests.

 99. Notice: Plaintiff and Plaintiff's counsel anticipate that notice to the proposed Class
will be effectuated through recognized, Court-approved notice dissemination methods, which may
include United States mail, electronic mail, Internet postings, and/or published notice.

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1 CAUSES OF ACTION

2 FIRST CAUSE OF ACTION

3 **Violation of California’s Consumers Legal Remedies Act, CAL. CIV. CODE § 1750 et seq.**

4 **On Behalf of the Class**

5 100. Plaintiff incorporates and realleges the paragraphs above as if fully set forth herein.

6 101. Plaintiff brings this cause of action on behalf of the Class for violation of
7 California’s Consumers Legal Remedies Act, CAL. CIV. CODE § 1750 et seq. (“CLRA”).

8 102. Under the CLRA, “services” means “work, labor, and services for other than a
9 commercial or business use, including services furnished in connection with the sale or repair of
10 goods[.]” CAL. CIV. CODE § 1761(b).

11 103. The trueSTREAM services are “services” under California Civil Code section
12 1761(b).

13 104. Under the CLRA, “consumer” means “an individual who seeks or acquires, by
14 purchase or lease, any goods or services for personal, family, or household purposes.” *Id.* §
15 1761(d).

16 105. Plaintiff and the Class members are “consumers” under California Civil Code
17 section 1761(d).

18 106. Under the CLRA, “person” means “an individual, partnership, corporation, limited
19 liability company, association, or other group, however organized.” *Id.* § 1761(c).

20 107. Defendants are “persons” under California Civil Code section 1761(c).

21 108. Under the CLRA, “transaction” means “an agreement between a consumer and
22 another person, whether or not the agreement is a contract enforceable by action, and includes the
23 making of, and the performance pursuant to, that agreement.” *Id.* § 1761(e).

24 109. Defendants, on the one hand, and Plaintiff and the Class members, on the other
25 hand, engaged in “transactions” as the CLRA defines that term because, among other reasons,
26 Defendants agreed to sell, and pursuant to that agreement sold, trueSTREAM services to Plaintiff
27 and the Class members.

28 110. Defendants’ actions, representations, and conduct violated, and continue to violate,

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1 the CLRA, because they extend to transactions that are intended to result, or that have resulted, in
2 the sale of services to consumers.

3 111. Under section 1770(a) of the CLRA:

4 (a) The following unfair methods of competition and unfair or
5 deceptive acts or practices undertaken by any person in a transaction
6 intended to result or which results in the sale or lease of goods or
7 services to any consumer are unlawful:

8 * * * * *

9 (5) Representing that goods or services have sponsorship,
10 approval, characteristics, ingredients, uses, benefits, or
11 quantities which they do not have or that a person has a
12 sponsorship, approval, status, affiliation, or connection
13 which he or she does not have.

14 * * * * *

15 (7) Representing that goods or services are of a particular
16 standard, quality, or grade, or that goods are of a particular
17 style or model, if they are of another.

18 * * * * *

19 (9) Advertising goods or services with intent not to sell them
20 as advertised.

21 * * * * *

22 (16) Representing that the subject of a transaction has been
23 supplied in accordance with a previous representation when
24 it has not.

25 CAL. CIV. CODE § 1770(a)(5), (7), (9), (16).

26 112. As alleged above, Defendants violated, and continue to violate, California Civil
27 Code section 1770(a)(5) by representing that the trueSTREAM services have characteristics, uses,
28 benefits, and qualities which they do not. Specifically, Defendants represent the trueSTREAM
services are “fiber optic,” when, in fact, they are not.

112. As alleged above, Defendants violated, and continue to violate, California Civil
Code section 1770(a)(7) by representing the trueSTREAM services are of a particular quality when
they are of another. Specifically, Defendants represent that the trueSTREAM services are “fiber
optic,” when, in fact, the trueSTREAM services are copper line.

114. As alleged above, Defendants violated, and continue to violate, California Civil

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1 Code section 1770(a)(9) by advertising the trueSTREAM services as “fiber optic” with the intent
2 to sell trueSTREAM services that are not actually “fiber optic.”

3 115. As alleged above, Defendants violated, and continue to violate, California Civil
4 Code section 1770(a)(16) by representing that the trueSTREAM services they sold to Plaintiff and
5 the Class members are “fiber optic,” when, in fact, the trueSTREAM services are not.

6 116. Defendants violate the CLRA by representing through their marketing and
7 advertising that the trueSTREAM services are “fiber optic” when they know, or should know, that
8 the representations are unsubstantiated, false, and misleading.

9 117. Plaintiff and the Class members believed Defendants’ representations that the
10 trueSTREAM services are “fiber optic.” Plaintiff and the Class members would not have
11 purchased trueSTREAM services but for Defendants’ false and misleading statements about the
12 trueSTREAM services being “fiber optic.”

13 118. Plaintiff and the Class members were injured in fact and lost money as a result of
14 Defendants’ conduct of improperly describing the trueSTREAM services as “fiber optic.” Plaintiff
15 and the Class members paid for “fiber optic” services but did not receive such services, since the
16 trueSTREAM services are copper line.

17 119. On information and belief, Defendants’ actions were willful, wanton, and
18 fraudulent.

19 120. On information and belief, Defendants’ officers, directors, or managing agents
20 authorized the use of the deceptive statements about the trueSTREAM services.

21 121. CLRA SECTION 1782 NOTICE. On October 25, 2017, Plaintiff, through counsel,
22 sent a CLRA demand letter to Defendants that provided notice of Defendants’ violation of the
23 CLRA and demanded that Defendants correct, repair, replace, or otherwise rectify the unlawful,
24 unfair, false, and/or deceptive practices complained of herein. The letter also stated that if
25 Defendants refused to do so, Plaintiff would file a complaint seeking damages in accordance with
26 the CLRA. Defendants failed to comply with the letter. For the foregoing reasons, pursuant to
27 California Civil Code section 1780(a)(3), Plaintiff, individually and on behalf of all other members
28 of the Class, seeks compensatory damages, punitive damages, and restitution of any ill-gotten

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1 gains due to Defendants' acts and practices.

2 122. Pursuant to California Civil Code sections 1780 and 1782, Plaintiff and the Class
3 members seek damages in an amount to be proven at trial, an injunction to bar Defendants from
4 continuing their deceptive practices, and reasonable attorneys' fees and costs.

5 123. THEREFORE, Plaintiff prays for relief as set forth below.

6 **SECOND CAUSE OF ACTION**

7 **Violation of California's False Advertising Law, CAL. BUS. & PROF. CODE § 17500 *et seq.***

8 **On Behalf of the Class**

9 124. Plaintiff incorporates and realleges the paragraphs above as if fully set forth herein.

10 125. Plaintiff brings this cause of action on behalf of the Class for violation of
11 California's False Advertising Law, CAL. BUS. & PROF. CODE § 17500 *et seq.* ("FAL").

12 126. The FAL makes it unlawful for a person, firm, corporation, or association to induce
13 the public to buy its services by knowingly disseminating untrue or misleading statements about
14 the services.

15 127. At all relevant times, Defendants engaged in a public advertising and marketing
16 campaign representing that the trueSTREAM services are "fiber optic."

17 128. As detailed above, however, the trueSTREAM services are provided via copper
18 line. Defendants' advertisements and marketing representations are therefore false, misleading,
19 untrue, and likely to deceive reasonable consumers.

20 129. Defendants engaged in their advertising and marketing campaign with the intent to
21 directly induce consumers, including Plaintiff and the Class members, to purchase the
22 trueSTREAM services based on the false and misleading claims that the services are "fiber optic."

23 130. In making and disseminating the statements alleged herein, Defendants knew or
24 should have known the statements were untrue or misleading.

25 131. Plaintiff and the Class members believed Defendants' representations that the
26 trueSTREAM services were "fiber optic." Plaintiff and the Class members would not have
27 purchased the trueSTREAM services if they had known the trueSTREAM services were in fact
28 provided via copper line, as discussed above.

1 132. Plaintiff and the Class members were injured in fact and lost money as a result of
2 Defendants' conduct of improperly describing the trueSTREAM services as "fiber optic." Plaintiff
3 and the Class members paid for trueSTREAM services that are "fiber optic," but did not receive
4 such services.

5 133. The trueSTREAM services Plaintiff and the Class members received are worth less
6 than the services for which they paid. Plaintiff and the Class members paid a premium price
7 because of Defendants' misrepresentations that the trueSTREAM services are "fiber optic."

8 134. Plaintiff and the Class members seek declaratory relief, restitution for monies
9 wrongfully obtained, disgorgement of ill-gotten revenues and/or profits, injunctive relief, and other
10 relief allowable under California Business and Professions Code section 17535.

11 135. THEREFORE, Plaintiff prays for relief as set forth below.

12 **THIRD CAUSE OF ACTION**

13 **Violation of California's Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200 *et seq.***

14 **On Behalf of the Class**

15 136. Plaintiff incorporates and realleges the paragraphs above as if fully set forth herein.

16 137. Plaintiff brings this cause of action on behalf of the Class for violation of
17 California's Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200 *et seq.* ("UCL").

18 138. The circumstances giving rise to Plaintiff's and the Class members' allegations
19 include Defendants' corporate policies regarding the sale and marketing of the trueSTREAM
20 services.

21 139. Under the UCL, "unfair competition" means and includes "any unlawful, unfair or
22 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any
23 act prohibited by" the FAL. CAL. BUS. & PROF. CODE § 17200.

24 140. By engaging in the acts and practices described herein, Defendants committed one
25 or more acts of "unfair competition" as the UCL defines the term.

26 141. Defendants committed "unlawful" business acts or practices by, among other
27 things, violating the CLRA, the FAL, and California common law, as described herein.

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1 142. Defendants committed “unfair” business acts or practices by, among other things:

- 2 a. engaging in conduct for which the utility of the conduct, if any, is
3 outweighed by the gravity of the consequences to Plaintiff and the
4 members of the Class;
- 5 b. engaging in conduct that is immoral, unethical, oppressive,
6 unscrupulous, or substantially injurious to Plaintiff and the members
7 of the Class; and
- 8 c. engaging in conduct that undermines or violates the spirit or intent
9 of the consumer protection laws that this Class Action Complaint
10 invokes.

11 143. Defendants committed unlawful, unfair, and/or fraudulent business acts or practices
12 by, among other things, engaging in conduct Defendants knew or should have known was likely
13 to and did deceive reasonable consumers, including Plaintiff and the Class members.

14 144. As detailed above, Defendants’ unlawful, unfair, and/or fraudulent practices
15 include making false and misleading representations that the trueSTREAM services are “fiber
16 optic.”

17 145. Plaintiff and the Class members believed Defendants’ representations that the
18 trueSTREAM services are “fiber optic.” Plaintiff and the Class members would not have
19 purchased the trueSTREAM services but for Defendants’ false and misleading statements that the
20 trueSTREAM services are “fiber optic.”

21 146. Plaintiff and the Class members were injured in fact and lost money as a result of
22 Defendants’ conduct of improperly describing the trueSTREAM services as “fiber optic.” Plaintiff
23 and the Class members paid for trueSTREAM services that were “fiber optic,” but did not receive
24 services that were “fiber optic.” Instead, Plaintiff and the Class members received services that
25 were provided via copper line, as discussed above.

26 147. Plaintiff and the Class members seek declaratory relief, restitution for monies
27 wrongfully obtained, disgorgement of ill-gotten revenues and/or profits, injunctive relief, and other
28 relief allowable under California Business and Professions Code section 17203.

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29 148. THEREFORE, Plaintiff prays for relief as set forth below.

1 **FOURTH CAUSE OF ACTION**

2 **Intentional Misrepresentation**

3 **On Behalf of the Class**

4 149. Plaintiff incorporates and realleges the paragraphs above as if fully set forth herein.

5 150. Plaintiff brings this cause of action on behalf of the Class for intentional
6 misrepresentation under California common law.

7 151. Defendants intentionally misrepresented a material fact about the trueSTREAM
8 services by advertising, marketing, distributing, and/or selling the trueSTREAM services to
9 Plaintiff and the Class members with claims that they are “fiber optic.”

10 152. At the time Defendants made the misrepresentations herein alleged, Defendants
11 knew the services were not “fiber optic” because they were provided via copper line (for example,
12 copper line from the central office or copper line from the node).

13 153. Defendants misrepresented the trueSTREAM services as “fiber optic” with the
14 purpose of inducing Plaintiff and the Class members to rely on their misrepresentations and
15 inducing Plaintiff and the Class members to purchase the trueSTREAM services.

16 154. Plaintiff and the Class members reasonably relied on Defendants’ representations
17 that the trueSTREAM services were “fiber optic” and, in reasonable reliance thereon, purchased
18 the trueSTREAM services.

19 155. Plaintiff and the Class members were ignorant as to the falsity of Defendants’ “fiber
20 optic” misrepresentations and would not have purchased the trueSTREAM services had they
21 known the trueSTREAM services were not “fiber optic.”

22 156. Plaintiff and the Class members were injured in fact and lost money as a result of
23 Defendants’ conduct of improperly describing the trueSTREAM services as “fiber optic.” Plaintiff
24 and the Class members paid for services that were “fiber optic,” but did not receive such services.

25 157. The services Plaintiff and the Class members received were worth less than the
26 services for which they paid.

27 158. THEREFORE, Plaintiff prays for relief as set forth below.
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1 **FIFTH CAUSE OF ACTION**

2 **Unjust Enrichment**

3 **On Behalf of the Class**

4 **In the Alternative to the Above Causes of Action**

5 159. Plaintiff incorporates and realleges the paragraphs above as if fully set forth herein.

6 160. Plaintiff asserts this cause of action in the alternative to the above-listed causes of
7 action.

8 161. Plaintiff brings this cause of action on behalf of the Class for unjust enrichment
9 under California common law.

10 162. As detailed above, Defendants' conduct violates, *inter alia*, state law by
11 advertising, marketing, and selling the trueSTREAM services while misrepresenting and omitting
12 material facts.

13 163. Defendants' unlawful conduct of representing that the trueSTREAM services are
14 "fiber optic" when they are not, as described in this Complaint, allows Defendants to knowingly
15 realize substantial revenues from selling the trueSTREAM services at the expense of, and to the
16 detriment or impoverishment of, Plaintiff and the Class members, and to Defendants' benefit and
17 enrichment. Defendants thereby have violated fundamental principles of justice, equity, and good
18 conscience.

19 164. Plaintiff and the Class members conferred significant financial benefits and paid
20 substantial compensation to Defendants for the trueSTREAM services, which are not "fiber optic"
21 as Defendants represented them to be.

22 165. Under California's common law principles of unjust enrichment, it is inequitable
23 for Defendants to retain the benefits conferred by Plaintiff's and the Class members'
24 overpayments.

25 166. Plaintiff and the Class members seek disgorgement of all profits resulting from such
26 overpayments and establishment of a constructive trust from which Plaintiff and the Class
27 members may seek restitution.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
3 an order:

4 A. certifying the proposed Class under section 382 of the California Code of Civil
5 Procedure, as set forth above;

6 B. declaring that Defendants financially responsible for notifying the Class members
7 of the pendency of this suit;

8 C. declaring that Defendants have committed the violations of law alleged herein;

9 D. enjoining Defendants from continuing the unlawful practices set forth above;

10 E. requiring Defendants to disgorge and make restitution of all monies Defendants
11 acquired by means of the unlawful practices set forth above;

12 F. awarding monetary damages according to proof and in accordance with applicable
13 law, including any compensatory, incidental, or consequential damages;

14 G. awarding punitive damages according to proof and in an amount consistent with
15 applicable precedent;

16 H. awarding reasonable attorneys' fees and costs of suit;

17 I. awarding pre- and post-judgment interest to the extent the law allows; and

18 J. providing for such other relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands trial by jury on all claims so triable.
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Date: December 12, 2018

Respectfully submitted,

REESE LLP

By: 

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