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11 *and the Proposed Classes*

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 DAVID MASSARO,
15 For Himself,
16 As A Private Attorney General, and/or
17 On Behalf Of All Others Similarly Situated,

18 Plaintiff,

19 v.

20 FRONTIER COMMUNICATIONS
21 PARENT, INC., and
22 FRONTIER COMMUNICATIONS OF
23 AMERICA, INC.,

24 Defendants.

Case No. 5:22-cv-01222-MCS-SHK

**FIRST AMENDED
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

1 Plaintiff DAVID MASSARO, individually, as a private attorney general, and on behalf
2 of all others similarly situated, alleges as follows, on personal knowledge and investigation of
3 his counsel, against Defendant Frontier Communications Parent, Inc. and Frontier
4 Communications of America, Inc.:

5 **I. INTRODUCTION AND SUMMARY**

6 1. This case challenges a deceptive pricing scheme perpetrated by Frontier
7 Communications Parent, Inc. and Frontier Communications of America, Inc., and their
8 predecessors in interest (collectively, “Frontier”) against their internet, phone, and television
9 service customers. For years, Frontier has prominently advertised its service plans at
10 particular, flat monthly rates that were locked in for a promotional period or term contract,
11 without disclosing or including additional service charges for each of its services—an
12 “Internet Infrastructure Surcharge” for internet service; a “VoIP Administrative Fee” for
13 phone service; and a “Broadcast TV Surcharge” and a “Regional Sports Fee” (now combined
14 into the “Sports/Broadcast TV Fee”) for television service.

15 2. The Internet Infrastructure Surcharge, VoIP Administrative Fee, and
16 Sports/Broadcast TV Fee are not taxes or government-related fees. Rather, they are all
17 disguised double-charges for Frontier’s services. These service charges are set by and
18 entirely in the control of Frontier, and are utilized by Frontier solely to line its own pockets.

19 3. Frontier has utilized the Internet Infrastructure Surcharge, VoIP Administrative
20 Fee, and Sports/Broadcast TV Fee to: (1) charge more per month for the services themselves
21 without having to advertise the higher prices; and (2) as a way to covertly increase
22 customers’ rates, even during their promised fixed-rate promotional period or term contract.

23 4. Through this fraudulent scheme Frontier has extracted hundreds of millions of
24 dollars from its California subscribers in the past several years in Internet Infrastructure
25 Surcharge payments, VoIP Administrative Fee payments, and Sports/Broadcast TV Fee
26 payments.

27 5. Plaintiff David Massaro, by this action, seeks a public injunction for the benefit
28 of the general public to enjoin Frontier’s unlawful advertising scheme as alleged herein.

1 6. Plaintiff further seeks, on behalf of himself and a class and subclasses of
2 similarly situated California consumers, restitution and/or damages, punitive or exemplary
3 damages, pre- and post-judgment interest, and declaratory relief such that Frontier’s practices
4 alleged herein are declared as unlawful under California law. Plaintiff also seeks attorneys’
5 fees and costs.

6 **II. THE PARTIES**

7 7. Plaintiff David Massaro is a citizen and resident of San Bernardino County,
8 California.

9 8. Defendant Frontier Communications Parent, Inc., is a corporation chartered
10 under the laws of Delaware, with its principal place of business in Connecticut.

11 9. Defendant Frontier Communications of America, Inc., is a corporation chartered
12 under the laws of Delaware, with its principal place of business in Connecticut.

13 10. Defendants Frontier Communications Parent, Inc., and Frontier
14 Communications of America, Inc., together with their predecessors in interest, are
15 collectively referred to herein as “Frontier.”

16 11. Without formal discovery, Plaintiff is unable to determine what other
17 subsidiaries of Frontier Communications Parent, Inc., or other entities and/or their
18 predecessors in interest also engaged or assisted with the unlawful conduct pleaded herein.
19 Plaintiff reserves the right to amend this Complaint to allege additional defendant parties
20 after identifying them in discovery.

21 **III. JURISDICTION AND VENUE**

22 12. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
23 this civil action pursuant to 28 U.S.C. § 1332(d)(2)—*i.e.*, Class Action Fairness Act
24 jurisdiction —because the amount in controversy exceeds the sum or value of \$5 million
25 (exclusive of interest and costs) and is a class action in which any member of a class of
26 plaintiffs is a citizen of a state different from any defendant.

27 13. **Personal Jurisdiction.** This Court has personal jurisdiction over Frontier
28 because, without limitation: (1) Frontier has purposely availed itself of the privileges of

1 conducting business activities in California; (2) Frontier currently maintains systematic and
2 continuous business contacts with California including marketing, selling, and issuing its
3 services to Plaintiff and other California consumers; and (3) Frontier has entered into
4 contracts with Plaintiff and other California consumers to provide its services. Frontier has
5 sufficient minimum contacts with California to render the exercise of jurisdiction by this
6 Court permissible.

7 14. Venue is proper pursuant to 28 U.S.C. §1391 because Plaintiff Massaro resides
8 in this District; many of the acts and transactions giving rise to this action occurred in this
9 District; Frontier is authorized to conduct business in this District, has intentionally availed
10 itself of the laws and markets within this District through distribution and sale of its services
11 in this District, does substantial business in this District, and is subject to personal
12 jurisdiction in this District.

13 **IV. FACTUAL ALLEGATIONS OF FRONTIER’S DECEPTIVE SCHEME**

14 15. Frontier provides internet, phone, and television services to over 3 million
15 customers nationwide, including nearly 1 million customers in California. Frontier offers its
16 services individually and as part of “bundled” service plans (e.g., where a customer
17 subscribes to multiple services).

18 16. At all relevant times, Frontier has aggressively advertised its service plans
19 through pervasive marketing directed at the consuming public in California. This marketing
20 has included television, radio, and online advertisements, as well as Frontier’s own website.

21 17. Throughout all of these channels, Frontier has for years prominently advertised
22 its service plans at particular, flat monthly prices that were locked in for a promotional period
23 or term contract of 12 months or 24 months, without disclosing or including additional
24 service charges for each service—an “Internet Infrastructure Surcharge” for internet service;
25 a “VoIP Administrative Fee” for phone service; and a “Broadcast TV Surcharge” and
26 “Regional Sports Fee” (now combined into the “Sports/Broadcast TV Fee”) for television
27 service.

28 18. **Internet Infrastructure Surcharge.** In November 2017, Frontier began

1 padding all of its internet subscribers' bills with a newly invented \$1.99 monthly charge it
2 called the "Internet Infrastructure Surcharge." Frontier did not include the Internet
3 Infrastructure Surcharge in the advertised and quoted prices for its internet service plans, and
4 Frontier hid the Internet Infrastructure Surcharge in the customer bill in the "Taxes and Other
5 Charges" section where it was lumped together with taxes and government-related fees.
6 Frontier did not define or explain the Internet Infrastructure Surcharge anywhere in the bill.
7 In October 2018, Frontier increased the Internet Infrastructure Surcharge by \$2.00—from
8 \$1.99 to \$3.99 per month. In February 2021, Frontier increased the Internet Infrastructure
9 Surcharge by another \$3.00—from \$3.99 to \$6.99 per month.

10 19. Starting in January 2022, Frontier rolled the \$6.99 dollar amount of the Internet
11 Infrastructure Surcharge into the top-line price listed on the bill for the internet service
12 package itself—thereby essentially admitting that the Internet Infrastructure Surcharge had
13 really just been a disguised double-charge for internet service all along. Frontier stated on the
14 bill that this was its new "all in" pricing for internet service "to simplify your bill." (Notably,
15 Frontier declined to include the VoIP Administrative Fee or the Sports/Broadcast TV Fee as
16 part of this new "all in" pricing experiment.) However, Frontier did not stop charging the
17 \$6.99 amount of the Internet Infrastructure Surcharge to its existing customers. Rather,
18 Frontier simply increased the top-line price for the internet service package itself on all of its
19 existing customers' bills by \$6.99, to exactly offset the removal of the separate \$6.99 Internet
20 Infrastructure Surcharge. Thus, existing customers continued to have to pay the \$6.99 amount
21 of the Surcharge which had not been adequately disclosed to them when they signed up
22 and/or renewed, because Frontier continued to bill its customers \$6.99 more each month for
23 internet service than Frontier had previously advertised and promised them.

24 20. **VoIP Administrative Fee.** For several years, Frontier has been padding all of
25 its phone subscribers' bills with an invented monthly charge it calls the "VoIP Administrative
26 Fee." In May 2019, the VoIP Administrative Fee was \$3.99 per month. Frontier did not
27 include the VoIP Administrative Fee in the advertised and quoted prices for its phone service
28 plans. Frontier provided no definition or explanation of the VoIP Administrative Fee in its

1 monthly bills. In March 2021, Frontier increased the VoIP Administrative Fee by \$2.00—
2 from \$3.99 to \$5.99 per month. A year later, in March 2022, Frontier increased the VoIP
3 Administrative Fee by another \$1.00—from \$5.99 to \$6.99 per month. Frontier increased the
4 VoIP Administrative Fee on all of its phone subscribers, even during a subscriber’s fixed-
5 price promotional period or term contract.

6 21. Frontier continues to charge its customers the VoIP Administrative Fee, and
7 continues to not include the VoIP Administrative Fee in the advertised and quoted prices for
8 its telephone service plans.

9 22. **Broadcast TV Surcharge and Regional Sports Fee (now “Sports/Broadcast**
10 **TV Fee”)**. For several years, Frontier has been padding all of its television subscribers’ bills
11 with an invented monthly charge it called the “Broadcast TV Surcharge.” In May 2019, the
12 Broadcast TV Surcharge was \$5.49 per month. During this time Frontier also was padding
13 most of its television subscribers’ bills with another invented monthly charge it called the
14 “Regional Sports Fee.” In June 2020, the Regional Sports Fee was approximately \$6.00.
15 Frontier did not include the Broadcast TV Surcharge or the Regional Sports Fee in the
16 advertised and quoted prices for its television service plans.

17 23. Frontier hid the Broadcast TV Surcharge in the customer bill in the “Taxes and
18 Other Charges” section where it was lumped together with taxes and government-related
19 fees. Frontier did not define or explain the Broadcast TV Surcharge or the Regional Sports
20 Fee anywhere on the bill.

21 24. In late 2020, Frontier combined the Broadcast TV Surcharge and the Regional
22 Sports Fee into a single \$11.49 charge called the “Sports/Broadcast TV Fee.” The
23 Sports/Broadcast TV Fee was added to all television subscribers’ bills, even if a subscriber
24 had previously only been charged the Broadcast TV Surcharge and even if the subscriber was
25 currently in a fixed-price promotional period. In March 2021, Frontier increased the
26 Sports/Broadcast TV Fee by \$3.50—from \$11.49 to \$14.99. In March 2022, Frontier
27 increased the Sports/Broadcast TV Fee again by \$2.00—from \$14.99 to \$16.99. This
28 Complaint will use the term “Sports/Broadcast TV Fee” to collectively refer to the Broadcast

1 TV Surcharge, the Regional Sports Fee, and the Sports/Broadcast TV Fee.

2 25. Frontier continues to charge its customers the Sports/Broadcast TV Fee, and
3 continues to not include the Sports/Broadcast TV Fee in the advertised and quoted prices for
4 its television service plans.

5 * * *

6 26. Frontier has utilized the Internet Infrastructure Surcharge, the VoIP
7 Administrative Fee, and the Sports/Broadcast TV Fee to: (1) charge more per month for the
8 services themselves without having to advertise the higher prices; and (2) as a way to
9 covertly increase customers' rates, even during their promised fixed-rate promotional period
10 or term contract.

11 27. Through this fraudulent scheme Frontier has extracted hundreds of millions of
12 dollars from its California subscribers (and billions more from its other subscribers
13 nationwide) in the past several years in Internet Infrastructure Surcharge payments, VoIP
14 Administrative Fee payments, and Sports/Broadcast TV Fee payments.

15 28. Notably, Frontier's deceptive fees and false advertising practices have been
16 investigated by state prosecutors in response to complaints from consumers.

17 29. **For example, in 2020, after receiving hundreds of complaints from**
18 **consumers, the Washington State Attorney General investigated Frontier and found**
19 **that Frontier had committed the same deceptive practices which are the subject of this**
20 **class action:** (1) "fail[ed] to adequately disclose taxes and fees during sales of cable,
21 internet, and telephone services"; (2) "fail[ed] to adequately disclose its Internet
22 Infrastructure Surcharge fee in advertising"; and (3) "Misle[d] consumers by implying
23 that the Internet Infrastructure Surcharge and other fees are mandatory and/or
24 government-related fees." See Assurance of Discontinuance at 4.¹

25 ¹ The Assurance of Discontinuance can be found at: [https://agportal-](https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/News/Press_Releases/2020_07_07FrontierAOD.pdf)
26 [s3bucket.s3.amazonaws.com/uploadedfiles/Another/News/Press_Releases/2020_07_07FrontierAOD.pdf](https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/News/Press_Releases/2020_07_07FrontierAOD.pdf). A July 8, 2020, press release from the Washington Attorney General discussing
27 its investigation of Frontier and the Assurance of Discontinuance can be found at:
28 <https://www.atg.wa.gov/news/news-releases/ag-ferguson-frontier-northwest-will-pay-900000-over-hidden-fees-misrepresentation>.

1 30. As part of a settlement with the Washington State Attorney General, Frontier
2 was prohibited from charging the Internet Infrastructure Surcharge to any Washington
3 consumer ever again and was forced to pay \$900,000 to the State of Washington. *Id.* at 7, 14.
4 Notably, Frontier then exited the state of Washington by selling all of its Washington
5 customers and assets to Ziplly Fiber, a Washington-based regional broadband provider.

6 **A. Frontier Made False and Misleading Statements About the Prices of Its**
7 **Service Plans When Customers Signed Up.**

8 31. On its website, Frontier explicitly advertised and represented to consumers like
9 Plaintiff that the advertised prices for its service plans included all of the monthly service
10 charges, and that the monthly rate would be fixed during the specified promotional period or
11 term contract. Frontier did not disclose or adequately disclose the existence or the amount of
12 the Internet Infrastructure Surcharge, VoIP Administrative Fee, or Sports/Broadcast TV Fee
13 (let alone their true nature or basis) prior to or at the time customers signed up for service.
14 Additionally, Frontier did not disclose or adequately disclose the fact that it could and would
15 increase the monthly price during the customer's locked-in rate period or contract by simply
16 increasing one or more of these hidden and disguised service charges.

17 32. Frontier made the same misrepresentations to all consumers who signed up for
18 Frontier's service plans, whether on its website, over the phone, via internet chat, or at one of
19 Frontier's brick-and-mortar stores. Frontier's sales and customer service agents quoted the
20 same flat monthly prices as on Frontier's website and public advertising, and as a matter of
21 policy never disclosed the Internet Infrastructure Surcharge, VoIP Administrative Fee, or
22 Sports/Broadcast TV Fee, or the fact that Frontier could and would increase the monthly
23 price during the customer's locked-in rate period by increasing these hidden and disguised
24 service charges.

25 **B. Frontier Continued to Deceive Customers After They Signed Up.**

26 33. Frontier continued to deceive customers about the additional service charges and
27 the true monthly price of the services, even after the customers had signed up and were
28 paying for the services.

1 34. After customers signed up for service, Frontier would send them misleading and
 2 deceptive order confirmation emails regarding the services they ordered.

3 35. For example, below is a screenshot of the order confirmation email Plaintiff
 4 Massaro received on May 15, 2019:

5 **Order Confirmation Email Sent to Plaintiff Massaro (May 15, 2019)**

Services Ordered	
FiOS Triple Play	\$79.99
\$94.01 Discount For 24 Months	
Custom Essentials TV	
FiOS Digital Voice	
FiOS Internet 200/200	
FiOS Quantum HD STB Wireless	\$11.00
FiOS Quantum Whole-Home DVR	\$11.00
FiOS TV Quantum Enhanced Experience - \$10.00 Discount For 24 Months	\$0.00
HBO - \$5.00 Discount For 12 Months	\$0.00
Epix	\$5.00
Starz®/Encore®	\$5.00
WiFi Router	\$10.00
Showtime - \$5.00 Discount For 12 Months	\$0.00
Estimated Taxes and Other Charges	
Video	\$10.27
Federal Taxes and Charges	\$1.59
State Taxes and Other Charges	\$7.63
VoIP Administrative Fee	\$3.99
Estimated Monthly Total	\$145.47
One Time Charges	
Equipment Delivery and Handling Fee	\$9.99
Estimated Partial Month Charges (3 Days Proration)	\$14.55
Total One Time Charges	\$24.54
Estimated Next Bill Total	\$170.01

1 36. The order confirmation email listed a monthly service plan price of \$79.99 plus
2 \$10 for the Epix and Starz/Encore channels, plus equipment charges, plus a \$9.99
3 “Equipment Delivery and Handling Fee,” plus what appeared to be various legitimate taxes
4 and federal, state and local government-related fees under the heading “Estimated Taxes and
5 Other Charges.”

6 37. Noticeably missing from the order confirmation email were the mandatory
7 Internet Infrastructure Surcharge and Broadcast TV Surcharge which Frontier would impose
8 on each bill. Frontier did not list either charge *anywhere* in the order summary. Instead,
9 Frontier hid the extra costs of these service charges under other line items which a reasonable
10 consumer would assume were taxes or government-related fees. Frontier hid the existence of
11 the monthly Internet Infrastructure Surcharge (which began at the rate of \$3.99 on Plaintiff’s
12 first bill) by subsuming that dollar amount into the \$7.63 “State Taxes and Other Charges”
13 line item in the “Estimated Taxes and Other Charges” section. Frontier hid the existence of
14 the monthly Broadcast TV Surcharge (which began at the rate of \$5.49 on Plaintiff’s first
15 bill) by subsuming that dollar amount into the \$10.27 “Video” line item in the “Estimated
16 Taxes and Other Charges” section.

17 38. Frontier disguised the VoIP Administrative Fee as a tax or government-related
18 charge by likewise listing it in the “Estimated Taxes and Other Charges” section of the order
19 confirmation, rather than in the services section. Further, if a consumer then searched for and
20 found information about the VoIP Administrative Fee on Frontier’s website, the consumer
21 would be presented with false and misleading representations that the Fee was a government
22 pass-through charge—including Frontier’s statement that the VoIP Administrative Fee is “an
23 administrative fee to recover some of the government and other fees that we incur for VoIP
24 service” (emphasis added).²

25 39. After the service was installed and the customer was already committed to his or
26 her service, the customer would receive his or her monthly billing statement. But, far from

27 ² See [https://frontier.com/helpcenter/categories/billing/read-and-pay-my-bill/understand-](https://frontier.com/helpcenter/categories/billing/read-and-pay-my-bill/understand-my-bill-residential/bill-sections/taxes-and-surcharges)
28 [my-bill-residential/bill-sections/taxes-and-surcharges](https://frontier.com/helpcenter/categories/billing/read-and-pay-my-bill/understand-my-bill-residential/bill-sections/taxes-and-surcharges) (last accessed 7/4/2022).

1 constituting even a belated disclosure, the monthly billing statements served to further
2 Frontier’s scheme and deception.

3 40. For example, Frontier disguised the Network Infrastructure Charge by listing it
4 as something separate from the internet service, even though it is in fact an invented double-
5 charge for the same internet service quoted in the service plan price. Frontier buried the
6 Internet Infrastructure Surcharge in the bill at the end of a long list of taxes and nearly a half-
7 dozen legitimate government surcharges, such as the “CA State 911 VOIP Surcharge” and
8 “Teleconnect Fund Surcharge.”

9 41. Likewise, Frontier disguised the Broadcast TV Surcharge, the Regional Sports
10 Fee, and the Sports/Broadcast TV Fee by listing them as something separate from the service
11 package price. The charges were misleadingly grouped under “Taxes and Other Charges”
12 together with legitimate government-related fees such as (e.g., in Plaintiff’s bills) the “FCC
13 Regulatory Recovery Fee,” the “Yucaipa Franchise Fee,” and the “Yucaipa PEG Fee.”

14 42. Frontier similarly disguised the VoIP Administrative Fee by listing it as
15 something separate from the service package price.

16 43. Frontier provided no definition or explanation whatsoever of any of these
17 disguised service charges in its monthly bills. Thus, even if a customer noticed the Internet
18 Infrastructure Surcharge, the VoIP Administrative Fee, or the Sports/Broadcast TV Fee, the
19 customer would reasonably assume that they were legitimate government taxes or fees
20 outside of Frontier’s control—just as Frontier intended.

21 **C. The Internet Infrastructure Surcharge, the VoIP Administrative Fee, and**
22 **the Sports/Broadcast TV Fee Are Double-Charges for Service.**

23 44. Deep within Frontier’s website—where, by design, it was unlikely to be viewed
24 by consumers, and certainly not before they purchase their service plans—Frontier admitted
25 that the Internet Infrastructure Surcharge, the VoIP Administrative Fee, and the
26 Sports/Broadcast TV Fee were all double-charges for its services. (Meanwhile, these charges
27 were not defined in the customer bill.) These buried website admissions reinforce the fact
28 that these undisclosed charges should have been included in the advertised monthly price for

1 the services because they are basic costs of providing the services themselves. A reasonable
2 consumer would expect the advertised price for these services to include all costs necessary
3 to *provide* said services.

4 45. **The Internet Infrastructure Surcharge was a double-charge for internet**
5 **service.** Frontier had a specific “Internet Infrastructure Surcharge” webpage deep in its
6 website where Frontier admitted that the Internet Infrastructure Surcharge was simply a
7 double-charge for internet service. Under the question, “*What is the Internet Infrastructure*
8 *Surcharge?*” Frontier admitted that the Internet Infrastructure Surcharge was a “Frontier-
9 assessed surcharge, not a government surcharge.” Frontier further stated that the Internet
10 Infrastructure Surcharge was to cover costs associated with the customer’s “continued access
11 to high speed Internet service.” Assuming this was true, customers would have reasonably
12 expected the cost of “access to high speed Internet service” to be *included* in the basic
13 monthly rate Frontier charged *for that same internet service*. After all, the most fundamental
14 part of offering a service is actually providing the customer “access” to said service.
15 Providing access to the service cannot be an extra charge on top of the advertised price for
16 the service itself.

17 46. And in January 2022, when Frontier rolled the \$6.99 dollar amount of the
18 Internet Infrastructure Surcharge into the top-line price listed on the bill for the internet
19 service package itself, Frontier was thereby admitting that the Internet Infrastructure
20 Surcharge had really just been a disguised double-charge for internet service all along.

21 47. **The VoIP Administrative Fee is a double-charge for phone service.** As an
22 initial matter and for clarification, all phone service provided by Frontier to its customers is
23 via VoIP technology (voice over internet protocol).

24 48. Buried deep in the Frontier website is a webpage titled “Bill Increase
25 Information,” where Frontier admits that the VoIP Administrative Fee is a double-charge for
26
27
28

1 phone service, stating: “This fee covers part of the rising costs of providing VoIP (voice over
2 internet protocol). This is a Frontier fee, not a government fee.”³

3 49. Assuming this is true, customers would reasonably expect the cost of “providing
4 VoIP” to be *included* in the basic monthly rate Frontier charges for the VoIP phone service.
5 After all, the most fundamental part of offering a service is actually “providing” it to the
6 customer. “Providing” the phone service cannot be an extra charge on top of the advertised
7 price for the service itself.

8 50. **The Sports/Broadcast TV Fee is a double-charge for television service.** On
9 the same buried “Bill Increase Information” webpage, Frontier likewise admits that the
10 Sports/Broadcast TV Fee is a double-charge for providing television service, stating: “This
11 fee covers the rising costs of supplying local channels and sports networks. This is a Frontier
12 fee, not a government fee.” Again, customers would reasonably expect the cost of
13 “supplying” television channels to be *included* in the basic monthly rate for the television
14 service plan which Frontier advertised as *including* those very same television channels.

15 **D. Customers Cannot Cancel Without Penalty.**

16 51. If customers realize that they are being double-charged for the services they
17 ordered after they receive their monthly bill, they cannot simply back out of the deal without
18 penalty or cost, even if they notice one or more of the disguised additional service charges on
19 their very first bill.

20 52. First, most customers, including Plaintiff David Massaro, were required to pay
21 one-time charges on sign-up, such as installation or setup fees. In Mr. Massaro’s case, he was
22 required to pay a \$9.99 “Equipment Delivery and Handling Fee.” These initial one-time
23 charges are non-refundable.

24 53. Second, most customers, including Plaintiff, signed up for a term contract that
25 was subject to an early termination fee (“ETF”) of up to \$400. Frontier’s General Residential
26 Service Terms and Conditions has a “Time-Period Term Arrangements” section which states:

27 ³ The “Bill Increase Information” page can be found at:
28 <https://frontier.com/resources/fee-changes>.

1 “If you do not fulfill your commitment for the minimum term (or, if renewed, the renewal
2 term), as agreed at the time you ordered service, you will be liable for and agree to pay to
3 Frontier the applicable early termination fee (‘ETF’).”⁴ Thus, even if a customer discovered
4 the hidden double-charges on his or her very first bill, the customer needed to keep
5 subscribing and paying those double-charges at least for the remainder of the term contract to
6 avoid paying an ETF.

7 54. Third, Frontier charges a \$9.99 one-time *additional cancellation fee* to cancel
8 broadband service, which Frontier euphemistically calls a “broadband processing fee”—even
9 if the customer is not currently in a term contract.

10 55. Fourth, Frontier does not pro-rate cancellations. Customers must pay for the cost
11 of the *entire* month even if they cancel on the very first day of the service month.⁵

12 56. Fifth, Frontier typically requires customers to rent equipment to use exclusively
13 with Frontier’s services, such as modems, wireless routers, and digital cable converter boxes.

14 57. Sixth, *Frontier does not offer any sort of “money back guarantee”* if a customer
15 wishes to cancel his or her service right after it starts. Thus, there is no circumstance in which
16 a customer can obtain a full (or even partial) refund if he or she discovers the hidden double-
17 charges and wishes to cancel the services.

18 58. Frontier’s initial one-time non-refundable charges, term contracts with early
19 termination fees of up to \$400, additional \$9.99 cancellation fee, refusal to provide a full (or
20 even partial) refund even if a customer cancels on the very first day service starts, and refusal
21 to pro-rate cancellations, are designed by Frontier to penalize and deter customers from
22 cancelling after signing up. Frontier’s policies are deliberately and knowingly designed by
23 Frontier to lock customers in if and when they deduce that they are being charged more per
24 month than advertised for Frontier’s services.

25 ⁴ See <https://frontier.com/~media/corporate/terms/general-terms-residential.ashx?la=en>
26 (last accessed July 4, 2022).

27 ⁵ The General Residential Service Terms and Conditions states: “your termination of
28 Service may be effective on the last day of your Frontier billing cycle for all applicable
Services, and you are responsible for all charges incurred through the date of termination.
Installation or setup fees paid at the initiation of the Service, if any, are not refundable.”

1 59. Because Frontier typically increased the Internet Infrastructure Surcharge, the
2 VoIP Administrative Fee, and the Sports/Broadcast TV Fee by relatively small amounts
3 (\$1.00 to \$3.00) each time in proportion to Frontier’s total monthly charges, Frontier knew
4 that its customers were unlikely to notice the increased charges on the total price of their
5 monthly bills. Given that legitimate taxes and other government-related charges can already
6 vary from month to month, Frontier knows that its customers reasonably expect small
7 changes in the total amount billed each month. Frontier knows that its customers would not
8 be readily able to tell that Frontier increased the service price via these disguised service
9 charges by merely comparing the total amount billed in a particular month to the total amount
10 billed in the prior month or months.

11 60. Frontier also intentionally hid increases to the Internet Infrastructure Surcharge,
12 the VoIP Administrative Fee, and the Sports/Broadcast TV Fee by providing no disclosure or
13 explanation whatsoever anywhere on the first bill containing the price increase. Even a
14 customer who read the entire bill would have zero notice that Frontier had increased one or
15 more of the service charges or know whether or why his or her new monthly bill was higher
16 than the prior month’s total.

17 61. And, even if customers noticed that Frontier imposed or increased the Internet
18 Infrastructure Surcharge, VoIP Administrative Fee, or the Sports/Broadcast TV Fee (and/or
19 learned that these charges were in fact disguised double-charges for the services), they would
20 still have to pay penalties at that point if they wanted to cancel their Frontier services.
21 Frontier drafted its contractual terms regarding cancellation fees and the like so that there are
22 no exceptions, meaning these cancellation fees and similar costs would apply no matter how
23 high Frontier chose to unilaterally increase these service charges.

24 62. In any event, Frontier should have included the amounts of the Internet
25 Infrastructure Surcharge, VoIP Administrative Fee, and Sports/Broadcast TV Fee as part of
26 the advertised monthly price for its services. Failing to do so, in and of itself, constitutes an
27 unfair and deceptive practice that is actionable under the claims pleaded herein. Frontier has
28 used the charges to extract from its customers more than Frontier advertised for its services,

1 and has used the charges as levers to covertly and improperly raise service rates on its
2 existing customers, even during promised fixed-rate promotional periods or term contracts.

3 **PLAINTIFF'S FACTUAL ALLEGATIONS**

4 63. Plaintiff David Massaro is, and at all relevant times has been, a citizen and
5 resident of San Bernardino County, California.

6 64. In late April 2019, Mr. Massaro visited the Frontier website to learn about
7 Frontier's internet, phone, and television service plans for his residence in Yucaipa,
8 California.

9 65. After browsing Frontier's service plan offerings, Mr. Massaro selected
10 Frontier's FiOS Triple Play service plan which bundled internet, phone, and television at an
11 advertised price of \$79.99 per month plus equipment charges and what he assumed would be
12 legitimate taxes and government-related fees. The plan he selected also included HBO at the
13 \$79.99 price for the first 12 months (priced at an additional \$5 more per month in year two).
14 Frontier advertised and promised this FiOS Triple Play plan as having this quoted price for a
15 24-month promotional period under a two-year contract subject to an early termination fee.

16 66. Based on these representations, Mr. Massaro reasonably believed that the
17 advertised promotional price for the "Triple Play" service plan would be the full price he paid
18 for internet, phone and television services, and that the price for these services would not
19 increase during this 24-month period with the exception of the additional \$5 for HBO in year
20 two.

21 67. At no point during the online order process did Frontier disclose or adequately
22 disclose the additional Internet Infrastructure Surcharge, VoIP Administrative Fee, or
23 Broadcast TV Surcharge, or their amounts. At no point did Mr. Massaro view any mention of
24 the existence of additional service charges. At no point was Mr. Massaro aware that Frontier
25 would bill him any additional monthly internet service charges, phone service charges, or
26 television service charges above the promised and advertised service plan price.

27 68. Based on these representations, Mr. Massaro submitted his online order for the
28 FiOS Triple Play service plan.

1 69. Approximately a week after placing his order online, but prior to the installation
2 and start of his Frontier service, Mr. Massaro decided that he wanted to add three premium
3 channels (specifically, Epix, Starz/Encore, and Showtime) to his service plan. Mr. Massaro
4 called Frontier via telephone and asked sales agents to add the three premium channels,
5 which were an additional \$5 each a month (of these, Showtime was free for the first 12
6 months). The sales agents reaffirmed to Mr. Massaro that he still had the same FiOS Triple
7 Play service plan for internet, phone and television services at \$79.99 plus \$10 for Epix and
8 Starz/Encore (plus \$10 in year two for HBO and Showtime), for the same 24-month
9 promotional period under a two-year contract.

10 70. When Mr. Massaro spoke to the Frontier sales agents to add the premium
11 channels to his existing order, the sales agents never mentioned any additional service
12 charges. The Frontier sales agents did not mention the Internet Infrastructure Surcharge, the
13 VoIP Administrative Fee, the Broadcast TV Surcharge, or their amounts.

14 71. On May 15, 2019, Frontier sent Mr. Massaro an order confirmation email
15 detailing his finalized service plan including the additional premium channels. (A screenshot
16 of that order confirmation email can be found above at Page 8.)

17 72. The order confirmation email listed a monthly service plan price of \$79.99 plus
18 \$10 for Epix and Starz/Encore, plus equipment charges, plus a \$9.99 “Equipment Delivery
19 and Handling Fee,” plus what appeared to be various legitimate taxes and federal, state and
20 local government-related fees under the heading “Estimated Taxes and Other Charges.”
21 Noticeably missing from the order confirmation email were the Internet Infrastructure
22 Surcharge and Broadcast TV Surcharge. Frontier did not list either charge *anywhere* in the
23 order summary. Instead, Frontier hid the extra costs of these service charges under other line
24 items which a reasonable consumer would assume were taxes or government-related fees.
25 Frontier hid the existence of the monthly Internet Infrastructure Surcharge (which began at
26 the rate of \$3.99 on Mr. Massaro’s first bill) by subsuming its amount into the \$7.63 “State
27 Taxes and Other Charges” line item in the “Estimated Taxes and Other Charges” section.
28 Frontier hid the existence of the monthly Broadcast TV Surcharge (which began at the rate of

1 \$5.49 on Mr. Massaro’s first bill) by subsuming its amount into the \$10.27 “Video” line item
2 in the “Estimated Taxes and Other Charges” section. Frontier disguised the VoIP
3 Administrative Fee as a tax or government-related charge by likewise listing it in the
4 “Estimated Taxes and Other Charges” section, rather than in the services section.

5 73. Mr. Massaro was not aware that Frontier would bill him any additional monthly
6 service charges above the promised and quoted service plan price. Mr. Massaro reasonably
7 assumed that any additional charges were equipment charges or legitimate taxes or
8 government-related fees.

9 74. During his first two years of service, Mr. Massaro did not realize that he was
10 being charged additional service fees above and beyond the promised service plan price. Mr.
11 Massaro reasonably assumed that any additional charges such as the so-called fees or
12 surcharges were legitimate taxes or government-related fees. Far from constituting even a
13 belated disclosure, the monthly billing statements he received served to further Frontier’s
14 scheme and deception. Frontier disguised the Network Infrastructure Charge in the bill by
15 listing it as something separate from the internet service, even though it was in fact an
16 invented double-charge for the same internet service quoted in service plan price. Frontier
17 buried the Internet Infrastructure Surcharge in the bill at the end of a long list of taxes and
18 nearly a half-dozen legitimate government surcharges, such as the “CA State 911 VOIP
19 Surcharge” and “Teleconnect Fund Surcharge.” Frontier disguised the Broadcast TV
20 Surcharge in the bill by listing it as something separate from the television service package
21 price, and misleadingly grouping it under “Taxes and Other Charges” together with
22 legitimate government-related fees such as the “FCC Regulatory Recovery Fee,” the
23 “Yucaipa Franchise Fee,” and the “Yucaipa PEG Fee.” Frontier similarly disguised the VoIP
24 Administrative Fee in the bill by listing it as something separate from the service package
25 price. Meanwhile, Frontier provided no definition or explanation of any of these disguised
26 service charges in its monthly bills.

1 75. Sometime in 2020, Frontier quietly combined the Broadcast TV Surcharge and
2 the Regional Sports Fee and their amounts into a single \$11.49 charge called the
3 “Sports/Broadcast TV Fee.”

4 76. In March 2021, Frontier further increased the service prices it charged Mr.
5 Massaro—in the middle of his promised fixed-rate two-year contract—by \$5.50 per month.
6 Frontier increased the VoIP Administrative Fee from \$3.99 to \$5.99, and increased the
7 Sports/Broadcast TV Fee from \$11.49 to \$14.99. There was no notice of these two increases
8 in Mr. Massaro’s March 2021 bill, so it was impossible to tell from the bill whether or why
9 the monthly total was higher than the previous month. When Mr. Massaro signed up for
10 Frontier’s services, Frontier never disclosed or adequately disclosed that it could, and would,
11 increase the monthly service rate during Mr. Massaro’s two-year purportedly fixed-rate
12 contract by increasing invented service charges.

13 77. Mr. Massaro’s two-year fixed price contract period ended on May 14, 2021. On
14 Mr. Massaro’s May 2021 bill, Frontier increased the Internet Infrastructure Surcharge from
15 \$3.99 to \$6.99. On Mr. Massaro’s March 2022 bill, Frontier further increased the VoIP
16 Administrative Fee from \$5.99 to \$6.99 and the Sports/Broadcast TV Fee from \$14.99 to
17 \$16.99.

18 78. Mr. Massaro first learned that the Internet Infrastructure Surcharge, the VoIP
19 Administrative Fee, and the Sports/Broadcast TV Fee were not legitimate government-related
20 charges—and that they were in fact disguised double-charges for Frontier’s services—when
21 it was brought to his attention by his counsel in late November 2021.

22 79. When Mr. Massaro signed up for Frontier’s services, he was relying on
23 Frontier’s prominent representations regarding the 24-month fixed price for internet, phone
24 and television services. Mr. Massaro did not expect (and Frontier did not tell him) that
25 Frontier would actually charge more for these services through the imposition of three
26 disguised Frontier service charges—the Internet Infrastructure Surcharge, the VoIP
27 Administrative Fee, and the Broadcast TV Surcharge (later named the “Sports/Broadcast TV
28 Fee”). Mr. Massaro also did not expect (and Frontier did not tell him) that Frontier could, and

1 would, increase the monthly service rate during Mr. Massaro’s 24-month fixed rate contract
2 by increasing these disguised service charges. This information would have been material to
3 Mr. Massaro. If Mr. Massaro had known that information, he would not have been willing to
4 pay as much for the internet, phone, and television service plan, and he would have acted
5 differently.

6 80. Mr. Massaro seeks recovery of the full amounts of the Internet Infrastructure
7 Surcharges, the VoIP Administrative Fees, and the Broadcast TV Surcharges or Regional
8 Sports Fees or Sports/Broadcast TV Fees charged to him by Defendants.

9 81. Mr. Massaro has a legal right to rely now, and in the future, on the truthfulness
10 and accuracy of Frontier’s representations and advertisements regarding its service plan
11 prices. Mr. Massaro believes that he was given the services Frontier promised him—just not
12 at the price Frontier promised and advertised to him.

13 82. Mr. Massaro continues to subscribe to the same Frontier service plan. Mr.
14 Massaro desires to sign up for different Frontier service plans and/or sign up for another
15 fixed-price promotional period or term contract (e.g., where Frontier promises a discounted
16 and fixed service price for a specified period of time). However, Mr. Massaro wants to be
17 confident that the advertised and quoted price for Frontier’s service plans is the true and full
18 price for the services (i.e., that it includes all applicable discretionary monthly service
19 charges). Mr. Massaro also wants to be confident that Frontier is not going to increase the
20 service price during any promised fixed-price period or contract (as Frontier previously did
21 during Mr. Massaro’s 24-month fixed-price contract) by imposing or increasing discretionary
22 monthly service charges such as the VoIP Administrative Fee or the Sports/Broadcast TV
23 Fee. And, if Frontier introduces any new discretionary monthly service charge, Mr. Massaro
24 wants to be confident that Frontier will include the amount of that service charge in the
25 advertised and quoted service plan price. Mr. Massaro will be harmed if, in the future, he is
26 left to guess as to whether Frontier’s representations are accurate and whether there are
27 omissions of material facts regarding the service plans being advertised and represented to
28 him.

CLASS ALLEGATIONS

83. Plaintiff David Massaro brings this lawsuit on behalf of himself, and all others similarly situated, pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

84. **Class Definition**: Plaintiff Massaro seeks to represent the following Class:

All current and former Frontier customers in California who were charged an “Internet Infrastructure Surcharge,” a “VoIP Administrative Fee,” a “Sports/Broadcast TV Fee,” a “Broadcast TV Surcharge,” or a “Regional Sports Fee” within the applicable statute of limitations.

85. **Internet Infrastructure Surcharge Subclass Definition**: Plaintiff Massaro seeks to represent the following “Internet Infrastructure Surcharge” subclass:

All current and former Frontier customers in California who were charged an “Internet Infrastructure Surcharge” within the applicable statute of limitations.

86. **VoIP Administrative Fee Subclass Definition**: Plaintiff Massaro seeks to represent the following “VoIP Administrative Fee” subclass:

All current and former Frontier customers in California who were charged a “VoIP Administrative Fee” within the applicable statute of limitations.

87. **Sports/Broadcast TV Fee Subclass Definition**: Plaintiff Massaro seeks to represent the following “Sports/Broadcast TV Fee” subclass:

All current and former Frontier customers in California who were charged a “Sports/Broadcast TV Fee,” a “Broadcast TV Surcharge,” or a “Regional Sports Fee” within the applicable statute of limitations.

88. All claims and the Class and Subclass definitions are limited to claims which have not been discharged in bankruptcy. Based on the investigation of Plaintiff’s counsel, none of the claims in this lawsuit were extinguished by Frontier’s prior bankruptcy (from which Frontier emerged on April 30, 2021).

89. Specifically excluded from the Class are Frontier and any entities in which Frontier has a controlling interest, Frontier’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.

1 90. **Numerosity.** The number of members of the Class are so numerous that joinder
2 of all members would be impracticable. Plaintiff does not know the exact number of Class
3 members prior to discovery. However, based on information and belief, the Class comprises
4 hundreds of thousands of individuals. The exact number and identities of Class members are
5 contained in Frontier’s records and can be easily ascertained from those records.

6 91. **Commonality and Predominance.** This action involves multiple common legal
7 or factual questions which are capable of generating class-wide answers that will drive the
8 resolution of this case. These common questions predominate over any questions affecting
9 individual Class members, if any. These common questions include, but are not limited to,
10 the following:

- 11 a. Whether Frontier employed a uniform policy of charging the Internet
12 Infrastructure Surcharge to its California customers who subscribed to internet service;
- 13 b. Whether Frontier employed a uniform policy of charging the VoIP
14 Administrative Fee to its California customers who subscribed to phone service;
- 15 c. Whether Frontier employed a uniform policy of charging the
16 Sports/Broadcast TV Fee (aka the Broadcast TV Surcharge or the Regional Sports Fee) to its
17 California customers who subscribed to television service;
- 18 d. Whether Frontier adequately and accurately disclosed the existence of the
19 Internet Infrastructure Surcharge, its nature or basis, or its amount, to Plaintiff and the Class;
- 20 e. Whether Frontier adequately and accurately disclosed the existence of the
21 VoIP Administrative Fee, its nature or basis, or its amount, to Plaintiff and the Class;
- 22 f. Whether Frontier adequately and accurately disclosed the existence of the
23 Sports/Broadcast TV Fee, its nature or basis, or its amount, to Plaintiff and the Class;
- 24 g. What is the nature or purpose of the Internet Infrastructure Surcharge;
- 25 h. What is the nature or purpose of the VoIP Administrative Fee;
- 26 i. What is the nature or purpose of the Sports/Broadcast TV Fee;
- 27 j. Why did Frontier not include the amounts of the Internet Infrastructure
28 Surcharge, the VoIP Administrative Fee, or the Sports/Broadcast TV Fee in the advertised

1 and quoted prices for its service plans which included internet, phone, or television service,
2 respectively;

3 k. Whether the Internet Infrastructure Surcharge, VoIP Administrative Fee,
4 and Sports/Broadcast TV Fee, and the true prices of Frontier's service plans, are material
5 information, such that a reasonable consumer would find that information important to the
6 consumer's purchase decision;

7 l. Whether Frontier's policy and practice of advertising and quoting the
8 prices of its service plans without the Internet Infrastructure Surcharge, VoIP Administrative
9 Fee, or Sports/Broadcast TV Fee is false, deceptive, or misleading;

10 m. Whether Frontier's policy and practice of advertising and representing
11 that the prices of its service plans were fixed and would not increase during a specified
12 promotional period or term contract, when in fact Frontier intended to (and did) increase
13 service prices during that period by imposing and/or increasing invented and disguised
14 service charges, is false, deceptive, or misleading; and

15 n. Whether Frontier's misrepresentations and misconduct alleged herein
16 violate California Civil Code § 1750 *et seq.* (CLRA), California Business & Professions
17 Code § 17500 *et seq.* (FAL), and California Business & Professions Code § 17200 *et seq.*
18 (UCL).

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

22 93. **Adequacy.** Plaintiff and his counsel will fairly and adequately protect Class
23 members' interests. Plaintiff has no interests antagonistic to Class members' interests and is
24 committed to representing the best interests of the Class. Moreover, Plaintiff has retained
25 counsel with considerable experience and success in prosecuting complex class action and
26 consumer protection cases.

27 94. **Superiority.** A class action is superior to all other available methods for fairly
28 and efficiently adjudicating this controversy. Each Class member's interests are small

1 compared to the burden and expense required to litigate each of his or her claims
2 individually, so it would be impractical and would not make economic sense for Class
3 members to seek individual redress for Frontier’s conduct. Individual litigation would add
4 administrative burden on the courts, increasing the delay and expense to all parties and to the
5 court system. Individual litigation would also create the potential for inconsistent or
6 contradictory judgments regarding the same uniform conduct. A single adjudication would
7 create economies of scale and comprehensive supervision by a single judge. Moreover,
8 Plaintiff does not anticipate any difficulties in managing a class action trial.

9 95. By its conduct and omissions alleged herein, Frontier has acted and refused to
10 act on grounds that apply generally to the Class, such that final private injunctive relief
11 and/or declaratory relief is appropriate respecting the Class as a whole.

12 96. Frontier is primarily engaged in the business of selling services. Each cause of
13 action brought by Plaintiff against Frontier in this Complaint arises from and is limited to
14 statements or conduct by Frontier that consist of representations of fact about Frontier’s
15 business operations or services that is or was made for the purpose of obtaining approval for,
16 promoting, or securing sales of or commercial transactions in, Frontier’s services or the
17 statement is or was made in the course of delivering Frontier’s services. Each cause of action
18 brought by Plaintiff against Frontier in this Complaint arises from and is limited to
19 statements or conduct by Frontier for which the intended audience is an actual or potential
20 buyer or customer, or a person likely to repeat the statements to, or otherwise influence, an
21 actual or potential buyer or customer.

CAUSES OF ACTION

COUNT I

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

1
2
3
4 97. Plaintiff David Massaro realleges and incorporates by reference all paragraphs
5 previously alleged herein.

6 98. Plaintiff brings this claim in his individual capacity, in his capacity as a private
7 attorney general seeking the imposition of public injunctive relief to protect the general
8 public, and as a representative of the Class.

9 99. Defendant is a “person,” as defined by Cal. Civ. Code § 1761(c).

10 100. Plaintiff and Class members are each “consumers,” as defined by Cal. Civ. Code
11 §1761(d).

12 101. Frontier’s internet, phone, and television service plans are “services,” as defined
13 by Cal. Civ. Code § 1761(b).

14 102. The purchase of a Frontier service plan by Plaintiff and Class members is a
15 “transaction,” as defined by Cal. Civ. Code § 1761(e).

16 103. Plaintiff and Class members purchased Frontier’s service plans for personal,
17 family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

18 104. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
19 of the transactions at issue occurred in San Bernardino County, which is within this federal
20 judicial district. Plaintiff’s declaration establishing that this Court is a proper venue for this
21 action is attached hereto as **Exhibit A**.

22 105. By its conduct and omissions alleged herein, Frontier has committed unlawful
23 methods, acts or practices, including without limitation by:

24 a. Misrepresenting the prices of Frontier’s service plans and concealing the
25 true prices of its service plans;

26 b. Misrepresenting the prices of Frontier’s service plans by advertising or
27 quoting prices that did not include the monthly Internet Infrastructure Surcharge, VoIP
28 Administrative Fee, or Sports/Broadcast TV Fee;

1 c. Failing to disclose or adequately disclose the existence, nature, and
2 amount of the Internet Infrastructure Surcharge, VoIP Administrative Fee, or
3 Sports/Broadcast TV Fee when consumers signed up for Frontier’s service plans;

4 d. Failing to ever adequately or accurately disclose the existence and nature
5 of the Internet Infrastructure Surcharge, VoIP Administrative Fee, or Sports/Broadcast TV
6 Fee to its subscribers;

7 e. Falsely advertising fixed-rate promotional or contract periods when in fact
8 Frontier intended to, and did, increase the service price during the fixed-rate period by
9 imposing or increasing discretionary monthly service charges;

10 f. Imposing or increasing discretionary and disguised service charges on
11 existing customers without notice or adequate notice, including in the middle of promised
12 fixed-rate promotional periods or contracts; and

13 g. Misrepresenting the nature of the Internet Infrastructure Surcharge, VoIP
14 Administrative Fee, and Sports/Broadcast TV Fee, including by representing or indicating
15 that they were taxes or government-related charges in customers’ order confirmation emails
16 and on customers’ monthly bills.

17 106. The unlawful methods, acts or practices alleged herein to have been undertaken
18 by Frontier were all committed intentionally and knowingly. The unlawful methods, acts or
19 practices alleged herein to have been undertaken by Frontier did not result from a bona fide
20 error notwithstanding the use of reasonable procedures adopted to avoid such error.

21 107. Frontier’s conduct alleged herein has violated the CLRA in multiple respects,
22 including, but not limited to, the following:

23 a. Frontier represented that its service plans had characteristics that they did
24 not have (Cal. Civ. Code § 1770(a)(5));

25 b. Frontier advertised its service plans with an intent not to sell them as
26 advertised (Cal. Civ. Code § 1770(a)(9));

27 c. Frontier misrepresented that its service plans were supplied in accordance
28 with previous representations when they were not (Cal. Civ. Code § 1770(a)(16)); and

1 d. Frontier inserted unconscionable provisions in its consumer agreements,
2 including, but not limited to, an arbitration clause which impairs the ability of customers to
3 enforce their legal rights such as the ability to obtain public injunctive relief in any forum, in
4 violation of California law (Cal. Civ. Code § 1770(a)(19)).

5 108. With respect to any omissions, Frontier at all relevant times had a duty to
6 disclose the information in question because, inter alia: (a) Frontier had exclusive knowledge
7 of material information that was not known to Plaintiff and Class members; (b) Frontier
8 concealed material information from Plaintiff and Class members; and (c) Frontier made
9 partial representations, including regarding the supposed monthly rate of its service plans,
10 which were false and misleading absent the omitted information.

11 109. Frontier's misrepresentations deceive and have a tendency to deceive the general
12 public.

13 110. Frontier's misrepresentations are material, in that a reasonable person would
14 attach importance to the information and would be induced to act on the information in
15 making purchase decisions.

16 111. Plaintiff and Class members reasonably relied on Frontier's material
17 misrepresentations, and would not have purchased, or would have paid less money for,
18 Frontier's internet, phone, and/or television services had they known the truth.

19 112. As a direct and proximate result of Frontier's violations of the CLRA, Plaintiff
20 and Class members have been harmed and lost money or property in the amount of the
21 Internet Infrastructure Surcharges, VoIP Administrative Fees, and Sports/Broadcast TV Fees
22 they have been charged and paid.

23 113. Frontier's conduct has caused substantial injury to Plaintiff, Class members, and
24 the general public.

25 114. Frontier's conduct is ongoing in whole or in part and even if such conduct were
26 to cease, it is behavior that is capable of repetition or re-occurrence by Frontier absent a
27 permanent injunction. Accordingly, Plaintiff seeks an order enjoining Frontier from
28 committing such practices.

1 115. Plaintiff lacks an adequate remedy at law to prevent Frontier's continued
2 unlawful practices. Plaintiff will be harmed in the future by his inability to rely on the
3 truthfulness and accuracy of Frontier's representations and advertisements regarding its
4 service plan prices. Plaintiff desires and intends to sign up for different Frontier service plans
5 and/or to sign up for another fixed-price promotional period or contract in the future.
6 However, Plaintiff wants to be confident that the advertised and quoted price for Frontier's
7 service plans is the true and full price for the services (i.e., that it includes all applicable
8 discretionary monthly service charges). Plaintiff also wants to be confident that Frontier is
9 not going to increase the service price during any promised fixed-price period by imposing or
10 increasing discretionary monthly service charges such as the VoIP Administrative Fee or the
11 Sports/Broadcast TV Fee as Frontier has previously done. And, if Frontier introduces any
12 new discretionary monthly service charge, Plaintiff wants to be confident that Frontier will
13 include the amount of that service charge in the advertised and quoted service plan price.
14 Plaintiff will be harmed if, in the future, he is left to guess as to whether Frontier's
15 representations are accurate and whether there are omissions of material facts regarding the
16 service plans being advertised and represented to him.

17 116. Monetary damages are not an adequate remedy at law for *future* harm for the
18 following reasons, without limitation: First, damages are not an adequate remedy for future
19 harm because they will not prevent Frontier from continuing its unlawful conduct. Second,
20 damages for future harm cannot be calculated with certainty and thus cannot be awarded. For
21 example, it is impossible to know: (1) what service plan(s) Plaintiff may want or need in the
22 future; (2) what Frontier's future VoIP Administrative Fees, future Sports/Broadcast TV
23 Fees, or future disguised internet service fees will be (given that Frontier has increased the
24 fees several times in the last few years, including as recently as March 2022); or (3) how
25 many months Plaintiff would continue to subscribe to Frontier's services. Because these
26 factors are unknown, damages are impossible to calculate and cannot be awarded for future
27 harm. Third, injunctive relief is necessary (and monetary damages do not provide a plain,
28 adequate and complete remedy) because, without forward-looking injunctive relief enjoining

1 the unlawful practices, the courts would be flooded with future lawsuits by the general
2 public, Class members, and Plaintiff for future violations of the law by Frontier.

3 117. Plaintiff, on behalf of himself and as a private attorney general, seeks *public*
4 *injunctive relief* under the CLRA to protect the general public from Frontier’s false
5 advertisements, misrepresentations, and omissions. Specifically, Plaintiff seeks a permanent
6 public injunction against Frontier under the CLRA as follows: **(1)** enjoin Frontier from
7 falsely advertising the prices of its service plans to members of the general public; **(2)** enjoin
8 Frontier from advertising or quoting a service plan price to members of the general public if
9 that price does not include all applicable discretionary monthly service fees or service
10 charges; **(3)** enjoin Frontier from advertising fixed-rate promotional or contract periods when
11 in fact Frontier may increase the service price during the fixed-rate period by imposing or
12 increasing discretionary monthly service charges; and **(4)** enjoin Frontier from representing
13 to members of the public that its own discretionary service charges are taxes, charges
14 imposed to recover costs billed to Frontier by the government, pass-through government
15 costs, government or regulatory fees, or charges over which Frontier has no control.

16 118. In accordance with California Civil Code § 1782(a), Plaintiff, through counsel,
17 served Frontier with notice of its CLRA violations by USPS certified mail, return receipt
18 requested on June 24, 2022. Frontier refused to give any correction or remedy whatsoever to
19 Plaintiff for Frontier’s CLRA violations. Accordingly, pursuant to Sections 1780 and 1782(b)
20 of the CLRA, Plaintiff and the Class are entitled to recover actual damages, punitive
21 damages, attorneys’ fees and costs, and any other relief the Court deems proper for Frontier’s
22 CLRA violations.

23
24 **COUNT II**

25 **Violation of the California False Advertising Law (“FAL”)**
26 **California Business and Professions Code § 17500 *et seq.***

27 119. Plaintiff realleges and incorporates by reference all paragraphs previously
28 alleged herein.

120. Plaintiff brings this claim in his individual capacity, in his capacity as a private

1 attorney general seeking the imposition of public injunctive relief, and as a representative of
2 the Class.

3 121. By its conduct and omissions alleged herein, Frontier has committed acts of
4 untrue or misleading advertising, as defined by and in violation of California Business &
5 Professions Code § 17500, *et seq.*, also known as California’s False Advertising Law
6 (“FAL”). These acts include but are not limited to:

7 a. Misrepresenting the prices of Frontier’s service plans and concealing the
8 true prices of its service plans in its advertising;

9 b. Misrepresenting the prices of Frontier’s service plans by advertising or
10 quoting prices in its advertising that did not include the monthly Internet Infrastructure
11 Surcharge, VoIP Administrative Fee, or Sports/Broadcast TV Fee;

12 c. Failing to disclose or adequately disclose the existence, amount, or nature
13 of the Internet Infrastructure Surcharge, VoIP Administrative Fee, or Sports/Broadcast TV
14 Fee in its advertising;

15 d. Falsely advertising fixed-rate promotional or contract periods when in fact
16 Frontier intended to, and did, increase the service price during the fixed-rate period by
17 imposing or increasing discretionary monthly service charges; and

18 e. Misrepresenting to members of the public that Frontier’s own
19 discretionary service charges are taxes, charges imposed to recover costs billed to Frontier by
20 the government, pass-through government costs, government or regulatory fees, or charges
21 over which Frontier has no control.

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

28

1 123. Frontier committed such violations of the FAL with actual knowledge that its
2 advertising was untrue or misleading, or Frontier, in the exercise of reasonable care, should
3 have known that its advertising was untrue or misleading.

4 124. Frontier's misrepresentations and nondisclosures deceive and have a tendency to
5 deceive the general public.

6 125. Frontier's misrepresentations and nondisclosures are material, in that a
7 reasonable person would attach importance to the information and would be induced to act
8 on the information in making purchase decisions.

9 126. Plaintiff and members of the Class reasonably relied on Frontier's material
10 misrepresentations and nondisclosures, and would not have purchased, or would have paid
11 less money for, Frontier's services had they known the truth.

12 127. By its conduct and omissions alleged herein, Frontier received more money
13 from Plaintiff and Class members than it should have received, including the Internet
14 Infrastructure Surcharges, VoIP Administrative Fees, and Sports/Broadcast TV Fees that
15 Frontier charged Plaintiff and the Class on top of the advertised price for the service plans,
16 and that money is subject to restitution.

17 128. By its conduct and omissions alleged herein, Frontier caused the demand for its
18 service plans to be artificially increased and caused all customers of those plans, including
19 Plaintiff and the Class, to pay premiums to Frontier.

20 129. As a direct and proximate result of Frontier's violations of the FAL, Plaintiff
21 and the Class members lost money.

22 130. Frontier's conduct is ongoing in part or in whole and even if such conduct were
23 to cease, it is behavior that is capable of repetition or re-occurrence by Frontier absent a
24 permanent injunction. Accordingly, Plaintiff seeks an order enjoining Frontier from
25 committing such practices.

26 131. Plaintiff lacks an adequate remedy at law to prevent Frontier's continued
27 unlawful practices, as previously discussed in Paragraph 115 above.
28

1 132. Monetary damages are not an adequate remedy at law for future harm, as
2 previously discussed in Paragraph 116 above.

3 133. Plaintiff, on behalf of himself and as a private attorney general, seeks *public*
4 *injunctive relief* under the FAL to protect the general public from Frontier’s false
5 advertisements, misrepresentations, and omissions. Specifically, Plaintiff seeks a permanent
6 public injunction against Frontier under the FAL as follows: **(1)** enjoin Frontier from falsely
7 advertising the prices of its service plans to members of the general public; **(2)** enjoin
8 Frontier from advertising or quoting a service plan price to members of the general public if
9 that price does not include all applicable discretionary monthly service fees or service
10 charges; **(3)** enjoin Frontier from advertising fixed-rate promotional or contract periods when
11 in fact Frontier may increase the service price during the fixed-rate period by imposing or
12 increasing discretionary monthly service charges; and **(4)** enjoin Frontier from representing
13 to members of the public that its own discretionary service charges are taxes, charges
14 imposed to recover costs billed to Frontier by the government, pass-through government
15 costs, government or regulatory fees, or charges over which Frontier has no control.

16 134. Plaintiff seeks an order granting restitution to Plaintiff and Class members in an
17 amount to be proven at trial. Plaintiff further seeks an award of attorneys’ fees and costs
18 under Cal. Code Civ. Proc. § 1021.5.

19
20 **COUNT III**

21 **Violation of the California Unfair Competition Law (“UCL”)**
22 **California Business and Professions Code § 17200 *et seq.***

23 135. Plaintiff realleges and incorporates by reference all paragraphs previously
24 alleged herein.

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

28 137. California Business & Professions Code § 17200, *et seq.*, also known as
California’s Unfair Competition Law (“UCL”), prohibits any unfair, unlawful, or fraudulent

1 business practice.

2 138. Frontier has violated the UCL by engaging in the following **unlawful** business
3 acts and practices:

4 a. Making material misrepresentations in violation of Cal. Civ. Code §§
5 1770(a)(5), (9), and (16) (the CLRA);

6 b. Inserting unconscionable provisions in its consumer agreements,
7 including, but not limited to, an arbitration clause which impairs the ability of customers to
8 enforce their legal rights, such as the ability to obtain public injunctive relief in any forum, in
9 violation of California law (Cal. Civ. Code § 1770(a)(19));

10 c. Making material misrepresentations in violation of Cal. Bus. & Prof.
11 Code § 17500 *et seq.* (the FAL); and

12 d. Engaging in deceit in violation of Cal Civ. Code §§ 1709–1710.

13 139. Frontier has violated the UCL by engaging in the following **unfair** and
14 **fraudulent** business acts and practices:

15 a. Misrepresenting the prices of Frontier’s service plans and concealing the
16 true prices of its service plans;

17 b. Misrepresenting the prices of Frontier’s service plans by advertising or
18 quoting prices that did not include the monthly Internet Infrastructure Surcharge, VoIP
19 Administrative Fee, or Sports/Broadcast TV Fee;

20 c. Failing to disclose or adequately disclose the existence, nature, and
21 amount of the Internet Infrastructure Surcharge, VoIP Administrative Fee, or
22 Sports/Broadcast TV Fee when consumers signed up for Frontier’s service plans;

23 d. Failing to ever adequately or accurately disclose the existence and nature
24 of the Internet Infrastructure Surcharge, VoIP Administrative Fee, or Sports/Broadcast TV
25 Fee to its subscribers;

26 e. Falsely advertising fixed-rate promotional or contract periods when in fact
27 Frontier intended to, and did, increase the service price during the fixed-rate period by
28 imposing or increasing discretionary monthly service charges;

1 f. Imposing or increasing discretionary monthly service charges on existing
2 customers without notice or adequate notice, including in the middle of promised fixed-rate
3 promotional periods or contracts;

4 g. Preventing existing customers from freely canceling their services after
5 learning the actual total monthly amount they are charged or learning of the existence of,
6 increases to, or the true nature of the Internet Infrastructure Surcharge, VoIP Administrative
7 Fee, or Sports/Broadcast TV Fee; and

8 h. Misrepresenting the nature of the Internet Infrastructure Surcharge, VoIP
9 Administrative Fee, or Sports/Broadcast TV Fee, including by representing or indicating that
10 they were taxes or government charges in customers' order confirmation emails and on
11 customers' monthly bills.

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

18 141. Frontier's misrepresentations and nondisclosures deceive and have a tendency to
19 deceive the general public.

20 142. Frontier's misrepresentations and nondisclosures are material, in that a
21 reasonable person would attach importance to the information and would be induced to act
22 on the information in making purchase decisions.

23 143. Plaintiff and members of the Class reasonably relied on Frontier's material
24 misrepresentations and nondisclosures, and would not have purchased, or would have paid
25 less money for, Frontier's services had they known the truth.

26 144. By its conduct and omissions alleged herein, Frontier received more money
27 from Plaintiff and Class members than it should have received, including the excess Internet
28 Infrastructure Surcharges, VoIP Administrative Fees, and Sports/Broadcast TV Fees that

1 Frontier charged Plaintiff and the Class on top of the advertised price for the service plans,
2 and that money is subject to restitution.

3 145. By its conduct and omissions alleged herein, Frontier caused the demand for its
4 service plans to be artificially increased and caused all customers of those plans, including
5 Plaintiff and the Class, to pay premiums to Frontier.

6 146. As a direct and proximate result of Frontier's unfair, unlawful, and fraudulent
7 conduct, Plaintiff and the Class members lost money.

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

16 148. Frontier's conduct is ongoing in part or in whole and even if such conduct were
17 to cease, it is behavior that is capable of repetition or re-occurrence by Frontier absent a
18 permanent injunction. Accordingly, Plaintiff seeks an order enjoining Frontier from
19 committing such practices.

20 149. Plaintiff lacks an adequate remedy at law to prevent Frontier's continued
21 unlawful practices, as previously discussed in Paragraph 115 above.

22 150. Monetary damages are not an adequate remedy at law for future harm, as
23 previously discussed in Paragraph 116 above.

24 151. Plaintiff, on behalf of himself and as a private attorney general, seeks *public*
25 *injunctive relief* under the UCL to protect the general public from Frontier's false
26 advertisements, misrepresentations, and omissions. Specifically, Plaintiff seeks a permanent
27 public injunction against Frontier under the UCL as follows: **(1)** enjoin Frontier from falsely
28 advertising the prices of its service plans to members of the general public; **(2)** enjoin

1 Frontier from advertising or quoting a service plan price to members of the general public if
2 that price does not include all applicable discretionary monthly service fees or service
3 charges; **(3)** enjoin Frontier from advertising fixed-rate promotional or contract periods when
4 in fact Frontier may increase the service price during the fixed-rate period by imposing or
5 increasing discretionary monthly service charges; and **(4)** enjoin Frontier from representing
6 to members of the public that its own discretionary service charges are taxes, charges
7 imposed to recover costs billed to Frontier by the government, pass-through government
8 costs, government or regulatory fees, or charges over which Frontier has no control.

9 152. Plaintiff seeks an order granting restitution to Plaintiff and Class members in an
10 amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees and costs
11 under Cal. Code Civ. Proc. § 1021.5.

PRAYER FOR RELIEF

Public Injunctive Relief:

A. In order to prevent injury to the general public, Plaintiff David Massaro individually, and as a private attorney general, requests that the Court enter a public injunction against Frontier under the CLRA, FAL, and UCL as follows:

1. Permanently enjoin Frontier from falsely advertising the prices of its service plans to members of the general public;
2. Permanently enjoin Frontier from advertising or quoting a service plan price to members of the general public if that price does not include all applicable discretionary monthly service fees or service charges such as the VoIP Administrative Fee or the Sports/Broadcast TV Fee;
3. Permanently enjoin Frontier from advertising fixed-rate promotional or contract periods when in fact Frontier may increase the service price during the fixed-rate period by imposing or increasing discretionary monthly service charges;
4. Permanently enjoin Frontier, including Frontier sales agents, from representing or stating to members of the general public that its own discretionary monthly service fees or charges, such as the VoIP Administrative Fee or the Sports/Broadcast TV Fee, are any of the following: (a) a tax; (b) a charge imposed to recover costs billed to Frontier by federal, state, or local governments; (c) a pass-through government cost; (d) a government or regulatory fee; or (e) a charge over which Frontier has no control; and
5. Retain jurisdiction to monitor Frontier’s compliance with the permanent public injunctive relief requested hereinabove.

1 **Individual And Class Relief:**

2 B. On behalf of himself and the proposed Class, Plaintiff requests that the Court
3 order relief and enter judgment against Frontier as follows:

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

6 2. Order that the discovery rule applies to extend any applicable limitations
7 periods (and the corresponding class periods) for the Class and Subclasses to the dates on
8 which Frontier first began charging the Internet Infrastructure Surcharge, the VoIP
9 Administrative Fee, or the Broadcast TV Surcharge or the Regional Sports Fee, respectively;

10 3. Declare that Frontier's conduct alleged herein violates the CLRA, FAL,
11 and UCL;

12 4. Order disgorgement and/or restitution, including, without limitation,
13 disgorgement of all revenues, profits and/or unjust enrichment that Frontier obtained, directly
14 or indirectly, from Plaintiff and the Class members as a result of the unlawful conduct
15 alleged herein;

16 5. Order Frontier to pay damages to Plaintiff and the Class in the amount
17 they paid in Internet Infrastructure Surcharges, VoIP Administrative Fees, Sports/Broadcast
18 TV Fees, Broadcast TV Surcharges, and Regional Sports Fees; and

19 6. Order Frontier to pay punitive or exemplary damages to Plaintiff and the
20 Class in an amount according to proof.

21

22 **Other Relief:**

23 C. On behalf of himself and the proposed Class, and in his capacity as a private
24 attorney general, Plaintiff requests that the Court order relief as follows:

25 1. Order Frontier to pay attorneys' fees, costs, and pre-judgment and post-
26 judgment interest to the extent allowed by law; and

27 2. Grant such other relief as this Court deems just and proper.
28

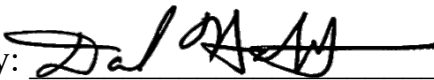
DEMAND FOR JURY TRIAL

Plaintiff David Massaro, individually, as a private attorney general to protect the general public, and as a class representative on behalf of all others similarly situated, demands a trial by jury on all issues so triable.

DATED this 14th day of August, 2022.

Presented by:

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By: 

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