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Superior Court of California
County of Los Angeles

01/05/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Case No: 23STCV00099

ERICA STEINBERG, on behalf of herself
and all others similarly situated;

**PLAINTIFF'S FIRST AMENDED
CLASS ACTION COMPLAINT**

Plaintiff,

v.

JURY TRIAL DEMANDED

CHARTER COMMUNICATIONS, INC.,
a, California and Connecticut Corporation;
and DOES 1 through 50, Inclusive,

Defendants.

Plaintiff ERICA STEINBERG, by and through her attorneys, brings this action on behalf of herself and all other similarly situated against Charter Communications, Inc. (hereinafter "Defendant Charter") and Does 1 through 50, inclusive. Plaintiff hereby alleges, on information and belief, except as those allegations which pertain to the named Plaintiff, which allegations are based on personal knowledge, as follows:

NATURE OF THE ACTION

1. This is a consumer class action that arises out of Defendant Charter's deceptive advertising and marketing of its "Spectrum Internet™ Total" internet services (the "Challenged Service").

2. Through its uniform label and advertising claims, Defendant Charter falsely advertises the Challenged Service as a service that provides consumers with internet. In reality, as a consequence of Defendant Charter's cancellation policy, the Challenged Service does not actually provide internet services. Consequently, the Challenged Service constitutes violations of California Law and various State consumer protection regulations.

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1 Additionally, the cancellation policies that Defendant Charter implements for the
2 Challenged Service also contravene the legislative intent of California's autorenewal laws.

3 3. At all relevant times, Defendant Charter advertised and marketed, the
4 Challenged Service to consumers and profited from the Challenged Service throughout
5 California and the United States based on the misrepresentations about the Challenged
6 Service's purported benefits. Furthermore, Defendant Charter owns, controls and oversees
7 the distribution of the Challenged Service

8 4. Based on the fact that Defendant Charter's advertising misled Plaintiff and all
9 others like her, Plaintiff brings this class action against Defendant Charter to seek
10 reimbursement of the monetary damages she and the Class Members incurred due to
11 Defendant Charter's false and deceptive representations about the benefits and value of the
12 Challenged Service.

13 5. Plaintiff seeks relief in this action individually and on behalf of all persons
14 statewide in California who used Defendant Charter's services for common law fraud,
15 intentional misrepresentation, and negligent misrepresentation. Additionally, Plaintiff
16 seeks relief in this action individually and on behalf of all purchasers of the Challenged
17 Service in California for violation of the California Bus. & Prof. Code §§17200, *et seq.*, as
18 well as California's Unfair Competition Law ("UCL") and the California Legal Remedies Act
19 ("CLRA"), California Civ. Code §§1750, *et seq.* Additionally, Plaintiff seeks redress for
20 Defendant's Charter's unjust enrichment.

21 **JURISDICTION AND VENUE**

22 6. Plaintiff brings this action pursuant to Cal. Civil Proc. Code § 382 and Cal. Civ.
23 Code § 1781.

24 7. This Court has subject matter jurisdiction pursuant to the California
25 Constitution, Article XI, § 10 and California Code of Civil Procedure § 410.10, because
26 Defendant Charter transacted business and committed the acts alleged in California. The
27 Named Plaintiff and Class Members are citizens and residents of the State of California.

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1 8. Venue is proper in this County pursuant to California Civil Code § 1780(c)
 2 because Defendant Charter has numerous principal places of business in California,
 3 including Los Angeles County. Additionally, Defendant Charter conducts significant
 4 business here, engages in substantial transactions in this County, and because many of the
 5 transactions and material acts complained of herein occurred in this County-including
 6 specifically, the transactions between Plaintiff and Defendant Charter, and many of the
 7 transactions between Defendant Charter and the putative class. Venue is proper in this
 8 Court because Defendant Charter receives substantial compensation from sales in Los
 9 Angeles County, and Defendant Charter made numerous misrepresentations which had a
 10 substantial effect in Los Angeles County.

11 PARTIES

12 9. Plaintiff Erica Steinberg is a resident of California and Los Angeles County.

13 10. Defendant Charter is a California and Connecticut corporation with numerous
 14 principal places of business within California and Los Angeles County, including television
 15 stations in Los Angeles. Defendant Charter has corporate headquarters located at 400
 16 Washington Blvd. Stamford, Connecticut 06902. Defendant Charter owns, controls,
 17 oversees, manages, mass markets, and distributes the Challenged Service throughout
 18 California and the United States.

19 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
 20 relevant hereto each of these individuals and/or entities was the agent, servant, employee,
 21 subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, or other
 22 representative of each of the remaining Defendants and was acting in such capacity in doing
 23 the things herein complained of and alleged. The true names and capacities of Defendants
 24 sued herein under California Code of Civil Procedure § 474 and Does 1 through 50,
 25 inclusive, are presently unknown to Plaintiff, who therefore sues these Defendants by
 26 fictitious names. Plaintiff will amend this Complaint to show their true names and capacities
 27 when they have been ascertained. Each of the Doe Defendants is responsible in some
 28 manner for the conduct alleged herein.

1 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

2 12. The Challenged Service, “Spectrum Internet™ Total,” is a monthly service
3 consumers purchase from Defendant Charter to obtain internet services for their home. When
4 individuals who have bought the Challenged Service cancel it, they are still charged for one
5 whole month of service, even though Defendant Charter has stopped the service. For example,
6 if a consumer contacts Defendant Charter on June 4th to request cancellation of the Challenged
7 Service, Defendant Charter will immediately stop providing the consumer with internet
8 services. Yet, Defendant Charter will still force the consumer to pay for internet services for the
9 entire month of June, despite the fact that the consumer is not receiving any internet services
10 between June 4th and June 30th.

11 13. Hence, Defendant Charter is reaping substantial ill-gotten profits at the expense of
12 consumers. Consequently, Defendant Charter has made, and continue to make, false, deceptive,
13 and misleading claims and promises to consumers about the characteristics quality and
14 advantages of the Challenged Service in a pervasive, statewide, and nationwide marketing
15 scheme that falsely touts the benefits of Defendant Charter’s services and pricing. Defendant
16 Charter’s internet services and Challenged Service do not live up to the advertising claims made
17 by Defendant Charter. Accordingly, Defendant Charter’s actions violate sections 1770(a)(1),
18 (a)(2), (a)(3),(a)(5), (a)(7), (a)(9), and (a)(16) of the CLRA. As a direct and proximate result of
19 Defendant Charter’s violations of the CLRA, Plaintiff and members of the Class purchased
20 Defendant Charter’s services that they otherwise would not have purchased and are therefore
21 entitled to restitution of monies in an amount to be determined at trial.

22 14. Further exacerbating its unlawful conduct, Defendant Charter purposely hides its
23 illegitimate cancellation policy from consumers. Notably, even if Defendant Charter disclosed
24 its cancellation terms, its practices would still violate the CLRA, as well as California Civil
25 Code §1723, which codifies California’s unlawful refund policies. Additionally, Defendant
26 Charter’s cancellation policies for the Challenged Service also reflect legal injuries because they
27 contravene the legislative intent of California Business and Profession Code §17601, which
28 covers California’s autorenewal laws.

1 15. Plaintiff initially bought the Challenged Service five to seven years ago, and paid
2 about \$74.99 per month for the Challenged Service. On approximately June 2, 2022, she
3 contacted Defendant Charter to cancel her internet service because she was moving. In response,
4 Defendant Charter required Plaintiff to pay for internet services for the month of June, even
5 though it knew the internet services had stopped and were no longer being provided to Plaintiff's
6 old home. To ensure that Plaintiff paid an invoice for the month of June, Defendant Charter
7 threatened Plaintiff that it would send her to collection and endanger her credit. Hence,
8 Defendant Charter essentially extorts consumers, forces them to pay unlawful termination fees
9 and knowingly ruins consumers' credit ratings for services that were not even used.

10 16. It does not matter if each member of the class cancelled at a different point within
11 a month. The critical fact is that all Class Members were exposed to and deceived by Defendant
12 Charter's false advertising scheme for the Challenged Service, and in reliance on Defendant
13 Charter's misrepresentations, the Class member were tricked into paying for an internet service
14 they did not receive. Without doubt, Defendant Charter can immediately cancel internet
15 services. Accordingly, there is no reason Defendant Charter needs to charge consumers for an
16 entire month of unused services, especially when many internet companies, as well as other
17 industries that provide such monthly home services, are able to prorate service fees based on
18 date of cancellation.

19 17. Plaintiff reasonably relied on Defendant Charter's advertising of the Challenged
20 Service. Plaintiff relied on Defendant Charter's advertising and advertising scheme for the
21 Challenged Service, without knowledge of the fact that Defendant Charter was lying about the
22 Challenged Service's identity, cancellation and purported benefits. Defendant Charter knows
23 or has reason to know that consumers like Plaintiff would find the challenged attribute important
24 in their decision to retain the Challenged Service. Plaintiff would not have relied upon or
25 retained the Challenged Service from Defendant Charter if she had known that the advertising
26 as described herein was false, misleading and deceptive. All members of the putative class were
27 exposed to Defendant Charter's deceptive marketing of the Challenged Service. Defendant
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1 Charter's false and misleading statements and omissions tricked Plaintiff and the putative Class
2 and subjected them all the numerous legal and monetary injuries.

3 18. The malicious actions taken by Defendant Charter caused significant harm to
4 consumers. Plaintiff and similarly situated class members paid monies for internet services they
5 did not receive because they were reasonably misled by Defendant Charter's misrepresentations
6 about the Challenged Service. Had Plaintiff and other class members known that the Challenged
7 Service actually failed to provide its advertised benefits, they would not have bought it or would
8 have paid less for the Challenged Service. As a result, Plaintiff and similar situated class
9 members have been deceived and suffered economic injury. Plaintiff was economically harmed
10 by Defendant Charter's deceptive marketing and misleading advertising about the Challenged
11 Service's quality and value.

12 **CLASS ACTION ALLEGATIONS**

13 19. Plaintiff brings this class action on behalf of herself individually and all others
14 similarly situated, pursuant to California Code of Civil Procedure § 382, Cal. Civ. Code §
15 1781 and the Cal. Bus. & Prof. Code § 17203. The proposed class consists of all consumers
16 who obtained the Challenged Service in the California for personal use and not for resale
17 during the time period of June 21, 2018, through the present. Excluded from the class are
18 Defendant Charter, its affiliates, employees, officers and directors, any individual who
19 received remuneration from Defendant Charter in connection with that individual's use or
20 endorsement of the Challenged Service, the Judge(s) assigned to this case, and the attorneys
21 of record in this case. Plaintiff reserves the right to amend the Class definition if discovery
22 and further investigation reveal that the Class should be expanded or otherwise modified.

23 20. Class certification is proper because Defendant Charter acted (or refused to act)
24 on grounds generally applicable to the Injunctive Relief Class thereby making appropriate
25 injunctive relief for the entire Injunctive Relief Class. Plaintiff reserves the right to modify
26 the definition of the Injunctive Relief Class after further discovery, and further reserve the
27 right to only seek class certification for injunctive relief and not to seek class certification
28 for monetary damages.

1 21. This action is properly brought as a class action for the following reasons:

2 (a) The members in the proposed class, which contains no less than one thousand
3 members and based on good information and belief is comprised of several
4 thousands of individuals, are so numerous that individual joinder of all members is
5 impracticable and disposition of the class members' claims in a single class action
6 will provide substantial benefits to the parties and Court, and is in the best interests
7 of the parties and judicial economy.;

8 (b) The disposition of Plaintiff's and proposed class members' claims in a class action
9 will provide substantial benefits to the parties and the Court;

10 (c) Plaintiff's claims are typical of the claims of the members of the proposed class.
11 Plaintiff and all class members have been injured by the same wrongful practices of
12 Defendant Charter. Plaintiff's claims arise from the same practices and conduct that
13 gives rise to the claims of all class members and are based on the same legal theories;

14 (d) Plaintiff will fairly and adequately protect the interests of the proposed class in that
15 they have no interests antagonistic to those of the other proposed class members,
16 and Plaintiff has retained attorneys experienced in consumer class actions and
17 complex litigation as counsel;

18 (e) The proposed class is an ascertainable and there is a well-defined community of
19 interest in the questions of law or fact alleged herein since the rights of each
20 proposed class member were infringed or violated in the same fashion;

21 (f) Questions of law and fact common to the class predominate over any questions
22 affecting only individual class members. There are questions of law and fact
23 common to the proposed class which predominate over any questions that may
24 affect particular class members. Such questions of law and fact common to Plaintiff
25 and the class include, without limitation:

26 i. Whether Class Members suffered an ascertainable loss as a result of
27 Defendant Charter's misrepresentations;

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- 1 ii. Whether, as a result of Defendant Charter's misconduct alleged
- 2 herein, Plaintiff and the Class Members are entitled to restitution,
- 3 injunctive relief, and or/monetary relief, and if so, the amount and
- 4 nature of such relief;
- 5 iii. Whether Defendant Charter made any statement it knew or should
- 6 have known was false or misleading;
- 7 iv. Whether the utility of Defendant Charter's practices, if any,
- 8 outweighed the gravity of the harm to its victims;
- 9 v. Whether Defendant Charter's conduct violated public policy,
- 10 included as declared by specific constitutional, statutory or regulatory
- 11 provisions;
- 12 vi. Whether Defendant Charter's conduct violated the UCL;
- 13 vii. Whether Defendant Charter's conduct violated the CLRA;

14 (g) Plaintiff knows of no difficulty that will be encountered in the management of this
15 litigation which would preclude its maintenance as a class action. A class action is
16 superior to other available methods for the fair and efficient adjudication of this
17 controversy because individual litigation of the claims, respectively, is
18 impracticable. Requiring each individual class member to file an individual lawsuit
19 would unreasonably consume the amounts that may be recovered. Even if every
20 Class Member could afford individual litigation, the adjudication of tens of
21 thousands of claims would be unduly burdensome to the courts. Individualized
22 litigation would also present the potential for varying, inconsistent, or contradictory
23 judgments and would magnify the delay and expense to all parties and to the court
24 system resulting from multiple trials of the same factual issues. By contrast the
25 conduct of this action as a class action, with respect to some or all of the issues
26 presented herein, presents no management difficulties, conserves the resources of
27 the parties and of the court system, and protects the rights of the Class Members.
28 Plaintiff anticipates no difficulty in the management of this action as a class action.

1 The prosecution of separate actions by individual Class Members may create a risk
2 of adjudications with respect to them that would, as a practical matter, be dispositive
3 of the interests of the other Class Members not parties to such adjudications or that
4 would substantially impair or impede the ability of such non-party Class members
5 to protect their interests.

6 (h) Defendant Charter has or has access to, address information for the Class Members,
7 which may be used for the purpose of providing notice of the pendency of this class
8 action. Defendant Charter is in an especially bolstered position to access Class
9 Members' contact information because all affected individuals had to and must
10 provide their names, sensitive billing details and contact information to Defendant
11 Charter before they can obtain the Challenged Service.

12 (i) Plaintiff seeks damages and equitable relief on behalf of the proposed class on
13 grounds generally applicable to the entire proposed class.

14 **FIRST CAUSE OF ACTION**

15 **Common Law Fraud**

16 22. Plaintiff and the Class re-allege and incorporate by reference the allegations
17 contained in the paragraphs above as if fully set forth herein. Plaintiff brings this class
18 individually and on behalf of the members of her proposed Class.

19 23. As discussed above, Defendant Charter provided Plaintiff and the Class
20 Members with false or misleading material information and failed to disclose material facts
21 about the Challenged Service, including but not limited to the fact that the Challenged
22 Service failed to provide its advertised benefits. These misrepresentations and omissions
23 were made with knowledge of their falsehood. The misrepresentation and omissions made
24 by Defendant Charter, upon which Plaintiff and the Class Members reasonably and
25 justifiably relied, were intended to induce and actually induced Plaintiff and Class Members
26 to pay for the Challenged Service.

27 24. The fraudulent actions of Defendant Charter caused damage to Plaintiff and
28 Class Members, who are entitled to damages and other legal and equitable relief as a result.

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SECOND CAUSE OF ACTION

Intentional Misrepresentation

25. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

26. Defendant Charter represented to Plaintiff and other class members that important facts were true. More specifically, Defendant Charter represented to Plaintiff and the other class members through its advertising for the Challenged Service, that the Challenged Service provided benefits which it actually did not. Defendant Charter’s representations were false. Defendant Charter knew that the misrepresentations were false when it made them, or Defendant Charter made the misrepresentations recklessly and without regard for their truth. Defendant Charter intended that Plaintiff and other class members rely on the representations.

27. Plaintiff and the other class members reasonably relied on Defendant Charter’s representations.

28. Plaintiff and the other class members were financially harmed and suffered other damages. Defendant Charter’s misrepresentations and/or nondisclosures were the immediate cause of Plaintiff and the other class members purchasing the Challenged Service. Plaintiff’s and the other class members’ reliance on Defendant Charter’s representations was the immediate cause of the financial loss and legal injuries. In absence of the Defendant Charter’s misrepresentations and/or nondisclosures, as described above, Plaintiff the other class members, in all reasonable probability, paid monies and provided confidential information to Defendant Charter that otherwise would not have provided.

THIRD CAUSE OF ACTION

Negligent Misrepresentation

29. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendant Charter.

1 those sections. Accordingly, Defendants' business acts and practices, as alleged herein, have
2 caused injury to Plaintiff and the other class members.

3 36. Defendants had a duty to disclose that the Challenged Service failed to actually
4 provide its advertised benefits. Defendants had a duty to disclose this information because
5 this information was material facts of which Defendants had exclusive knowledge;
6 Defendants actively concealed these material facts; and Defendants made partial
7 representations about the Challenged Service but suppressed some material facts.

8 37. Defendants' misrepresentations and/or nondisclosure of the fact that the
9 Challenged Service lacked the advertised benefits was the immediate cause of Plaintiff and
10 the other class members purchasing the Challenged Service from Defendants.

11 38. In the absence of Defendants' misrepresentations and/or nondisclosure of facts,
12 as described above, Plaintiff and other class members would not have purchased the
13 Challenged Service or would have paid substantially less for the Challenged Service.

14 39. Plaintiff and other class members are entitled to relief, including full restitution
15 and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which
16 may have been obtained by Defendants as a result of such business acts or practices, and
17 enjoying Defendants to cease and desist from engaging in the practices described herein.

18 **FIFTH CAUSE OF ACTION**

19 **Violation of Business & Professions Code § 17200, *et seq.***

20 40. Plaintiff and the Class re-allege and incorporate by reference the allegations
21 contained in the paragraphs above as if fully set forth herein.

22 41. California Business & Professions Code § 17200 *et seq.*, also known as the
23 California Unfair Competition Law ("UCL"), prohibits acts of "unfair competition,"
24 including any unlawful, unfair, fraudulent, or deceptive business act or practice as well as
25 "unfair, deceptive, untrue or misleading advertising."

26 42. Defendant Charter's failure to disclose the truth about the Challenged Service's
27 identity, value and benefits is likely to deceive a reasonable consumer and therefore
28 constitutes a fraudulent or deceptive business practice.

1 43. Defendant Charter sale of the Challenged Service without disclosing the truth
2 about the Challenged Service's true value and benefits offends established public policy and
3 constitutes an unfair business practice. This injury is not outweighed by any countervailing
4 benefits to consumers or competition.

5 44. Defendant Charter's conduct is unlawful in that it violated numerous statutes,
6 including Cal. Civ. Code §§ 1770(a); Cal. Civ. Code §§ 1709-1710; and Cal. Civ. Code §§
7 1572-1573, as well as constituted common law fraud.

8 45. Defendant Charter further violated Cal. Bus. & Prof. Code § 17200's
9 prohibition against engaging in "unlawful" business acts or practices by, *inter alia*, failing to
10 comply with California Civil Code § 1750, *et. seq.*

11 46. Plaintiff and Class members have suffered injury in fact and have lost money
12 and/or property as a result of Defendant Charter's fraudulent, unfair and/or unlawful
13 business practices, in that as a result of Defendant Charter's violations of the UCL, Plaintiff
14 and the class provided paid for internet services that they would have bought or paid more
15 than they would have if Defendant Charter had not violated the UCL.

16 47. Plaintiff and the Class reserve the right to allege other violations of law which
17 constitute other unlawful business acts and practices. Such conduct is ongoing and continues
18 to this date.

19 48. Pursuant to Business and Professions Code §§ 17203 and 17535, Plaintiff and
20 the Class seek an order of this Court enjoining Defendant Charter from continuing to
21 engage, use, or employ their practice of advertising and marketing the Challenged Service
22 in an untruthful manner. Likewise, Plaintiff and the Class seek an order requiring Defendant
23 Charter to disclose such misrepresentations, and additionally request an order awarding
24 Plaintiff restitution of the money wrongfully acquired by Defendant Charter by means of
25 responsibility attached to Defendant Charter's failure to disclose the existence and
26 significance of said misrepresentations in an amount to be determined at trial. Plaintiff and
27 the Class Members also seek full restitution of all monies paid to Defendant Charter as a
28 result of their deceptive practices, interest at the highest rate allowable by law and the

1 payment of Plaintiff's attorneys' fees and costs pursuant to, *inter alia*, California Civil Code
2 Procedure §1021.5. Plaintiff reserves the right to seek additional preliminary or permanent
3 injunctive relief.

4 **SIXTH CAUSE OF ACTION**

5 **Violation of Cal. Civ. Code §§1750, *et seq.***

6 49. Plaintiff re-alleges and incorporates by reference the allegations contained in
7 the paragraphs above as if fully set forth herein.

8 50. This cause of action is brought pursuant to the Consumers Legal Remedies Act,
9 California Civil Code §§ 1750, *et seq.* ("CLRA"). The CLRA prohibits any unfair, deceptive,
10 and/or unlawful practices, as well as unconscionable commercial practices in connection
11 with the sales of any goods or services to consumers. *See* Cal. Civ. Code §1770.

12 51. The CLRA "shall be liberally construed and applied to promote its underlying
13 purposes, which are to protect consumers against unfair and deceptive business practices
14 and to provide efficient economical procedures to secure such protection." Cal. Civ. Code §
15 1760.

16 52. Defendant Charter is a "person" under the CLRA. Cal. Civ. Code §1761 (c).

17 53. Plaintiff and the putative Class Members are "consumers" under the CLRA.
18 Cal. Civ. Code §1761 (d).

19 54. The Challenged Service constitutes a "service" under the CLRA. Cal. Civ. Code
20 §1761 (a).

21 55. Plaintiff and the putative Class Members' payment and purchases of the
22 Challenged Service within the Class Period constitute "transactions" under the CLRA. Cal.
23 Civ. Code §1761 (e).

24 56. Defendant Charter's actions and conduct described herein reflect transactions
25 that have resulted in the sale and/or intended sale of services to consumers.

26 57. Defendant Charter's failure to market the Challenged Service in accordance
27 with California advertising and marketing requirements constitute an unfair, deceptive,
28 unlawful and unconscionable commercial practice.

1 58. Defendant Charter’s actions have violated at least seven provisions of the
2 CLRA, including §§ 1770(a)(1) through (a)(3),1770(a)(5), 1770(a)(7), 1770(a)(9) and
3 1770(a)(16).

4 59. As a result of Defendant Charter’s violations, Plaintiff and the Class suffered,
5 and continue to suffer, ascertainable losses they would not have incurred had the
6 Challenged Service been marketed correctly, or in the form of the reduced value of the
7 Challenged Service relative to the Challenged Service as advertised and the retail price they
8 paid.

9 60. In accordance with Cal. Civ. Code § 1780(d), Plaintiff has attached a “venue
10 affidavit” to this Complaint, showing that this action has been commenced in the proper
11 county.

12 61. Pursuant to § 1782 of the CLRA on approximately June 21, 2022, Plaintiff
13 notified Defendant Charter in writing of the particular violations of § 1770 of the CLRA,
14 and demanded Defendant Charter rectify the actions described above by providing
15 monetary relief, agreeing to be bound by its legal obligations, and to give notice to all
16 affected consumers of its intent to do so.

17 62. Defendant Charter has failed to rectify or agree to rectify at least some of the
18 violations associated with actions detailed above and give notice to all affected consumers
19 within 30 days of receipt of the Cal. Civ. Code § 1782 notice. Thus, Plaintiff seeks actual
20 damages and punitive damages for violation of the Act.

21 63. In addition, pursuant to Cal. Civ. Code §1780(a)(2), Plaintiff is entitled to, and
22 therefore seeks, a Court order enjoining the above-described wrongful acts and practices
23 that violate Cal. Civ. Code §1770.

24 64. Plaintiff and Class Members are also entitled to recover attorneys’ fees, costs,
25 expenses, disbursements, and punitive damages pursuant to Cal. Civ. Code §§ 1780 and 1781.

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SEVENTH CAUSE OF ACTION

Unjust Enrichment

65. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

66. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendants.

67. Plaintiff and Class Members conferred benefit on Defendants by purchasing the Challenged Service.

68. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiff's and Class Members' purchases of the Challenged Service. Retention of those moneys under these circumstances is unjust and inequitable because the Challenged Service is not in fact being provided and resulted in purchasers being denied the full benefit of their purchase because they did not purchase internet service despite paying for it.

69. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiff and Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiff and Class Members for their unjust enrichment, as ordered by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and on behalf of the Class defined herein, pray for judgment and relief on all Causes of Action as follows:

- A. This action be certified and maintained as a class action and certify the proposed class as defined, appointing Plaintiff as representative of the Class, and appointing the attorneys and law firms representing Plaintiff as counsel for the Class;
- B. For an order declaring the Defendant Charter's conduct violates the statutes referenced herein;
- C. That the Court awards compensatory, statutory and/or punitive damages as to all Causes of Action where such relief is permitted;

- 1 D. That the Court awards Plaintiff and proposed class members the costs of this
- 2 action, including reasonable attorneys' fees and expenses, including attorneys'
- 3 fees awarded as costs pursuant to Cal. Civ. Code section 1717.5;
- 4 E. For an order enjoining Defendant Charter from continuing to engage in the
- 5 unlawful conduct and practices described herein;
- 6 F. That the Court awards equitable monetary relief, including restitution and
- 7 disgorgement of all ill-gotten gains, and the imposition of a constructive trust
- 8 upon, or otherwise restricting the proceeds of Defendant Charter's ill-gotten
- 9 gains, to ensure that Plaintiff and proposed class members have an effective
- 10 remedy;
- 11 G. That the Court awards pre-judgment and post-judgment interest at the legal
- 12 rate;
- 13 H. Imposition of a constructive trust to prevent unjust enrichment and to compel
- 14 the restoration of property (money) to Plaintiff and the Class which Defendant
- 15 Charter acquired through fraud.
- 16 I. That the Court orders appropriate declaratory relief; and
- 17 J. That the Court grants such other and further as may be just and proper.

18
19 Dated: January 5, 2023

DOGRA LAW GROUP PC

20 By: 

21 Shalini Dogra

22 Attorneys for Plaintiff