

1 Todd M. Friedman (SBN 216752)  
2 Adrian R. Bacon (SBN 280332)  
3 LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
4 21031 Ventura Blvd., Suite 340,  
5 Woodland Hills, CA 91367  
6 Phone: (323) 306-4234  
7 Fax: (866) 633-0228  
8 tfriedman@toddfllaw.com  
9 abacon@toddfllaw.com  
10 *Attorneys for Plaintiff*

**Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
10/13/2023 4:11 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk**

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES**  
9 **UNLIMITED JURISDICTION**

10 JEFFREY KLEIN, individually, and on  
11 behalf of all others similarly situated,

11 Plaintiff,

12 vs.

13 AT&T, INC.; and DOES 1-10, inclusive,

14 Defendant.

Case No. **23STCV25089**

**CLASS ACTION COMPLAINT**

- (1) Violation of False Advertising Law (Cal. Business & Professions Code §§ 17500 *et seq.*);
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*); and
- (3) Violation of Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*).

**Jury Trial Demanded**

1 Plaintiff JEFFREY KLEIN (“Plaintiff”), individually and on behalf of all others similarly  
2 situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant AT&T, INC.  
5 (hereinafter “Defendant”) to stop Defendant’s practice of falsely advertising their phone and  
6 internet services and to obtain redress for a class of consumers (“Class Members”) who were  
7 misled, within the applicable statute of limitations period, by Defendant.

8 2. Defendant advertised to consumers that its phone and internet services were not  
9 only reliable but provided exceptional coverage and speed.

10 3. Such benefits are of particular value to consumers, especially those who rely on  
11 such services for work and contacting family.

12 4. Plaintiff and other consumers similarly situated were exposed to these  
13 advertisements through print and digital media.

14 5. Defendant misrepresented and falsely advertised and represented to Plaintiff and  
15 others similarly situated, in that Defendant failed to provide any services at all for an extended  
16 period of time.

17 6. Defendant’s misrepresentations to Plaintiff and others similarly situated induced  
18 them to purchase Defendant’s services.

19 7. Defendant took advantage of Plaintiff and similarly situated consumers unfairly  
20 and unlawfully.

21 **JURISDICTION AND VENUE**

22 8. This class action is brought pursuant to California Code of Civil Procedure § 382.  
23 All causes of action in the instant complaint arise under California Statutes.

24 9. This matter is properly venued in the Superior Court of the State of California  
25 for the County of Los Angeles because a significant portion, if not all, of the events giving rise  
26 to Plaintiff’s claims. Additionally, the account holder resides within this County.

27  
28

**THE PARTIES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10. Plaintiff JEFFREY KLEIN is a resident of the State of California, County of Riverside.

11. Defendant AT&T, INC. is a corporation of the State of Delaware which maintains its principal place of business in Dallas, Texas and conducts business throughout the State of California and County of Riverside.

12. Plaintiff alleges, on information and belief, that Defendant’s marketing campaign, as pertains to this matter, was created by Defendant and disseminated throughout California.

13. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendant’s sales of products and services are governed by the controlling law in the state in which they do business and from which the sales of products and services, and the allegedly unlawful acts occurred, which is California.

14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and all of Defendant’s employees, agents, and/or third parties acting on its behalf, were in accordance with, and represent, the official policy of Defendant.

15. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions of each and all their employees, agents, and/or third parties acting on their behalf, in proximately causing the damages herein alleged.

16. At all relevant times, Defendant ratified each and every act or omission complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions as alleged herein.

**PLAINTIFF’S FACTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

17. During or about August of 2022, Plaintiff’s mobile phone service, which he contracted with Defendant for, was out of service for multiple weeks.

18. Plaintiff chose to contract with Defendant due to Defendant’s advertisements, which boasted of Defendant’s superior coverage and speed.

19. As a consumer who works from home, Plaintiff needed reliable service to ensure that he could efficiently communicate by telephone. Moreover, Plaintiff was unable to contact family, friends, business establishments, and/or emergency services due to the outage.

20. Plaintiff attempted to visit Defendant’s store to restore his service, however Defendant’s representatives informed him that every subscriber within Plaintiff’s geographic area was experiencing the same outage due to a tower being “upgraded.”

21. Defendant’s representatives were unable to provide Plaintiff with any estimate as to when his service would be restored.

22. Plaintiff also attempted to contact Defendant’s customer service department, but he was left on hold each time.

23. Plaintiff was never warned of the potential for several weeks-long outage and would never have chosen to transact with Defendant if he knew that he could possibly be without service for such an extended period of time.

24. Moreover, Defendant never informed Plaintiff of the outage and continued to bill him during the time he was without service.

25. Plaintiff felt deceived, because he had contracted with Defendant for this exact purpose, only to be told by Defendant’s representative that he would be without mobile phone service for an indefinite period of time.

26. Because of Defendant’s inability to resolve the issue, Plaintiff decided to cancel his service with Defendant and switch to another provider.

27. Despite cancelling his services with Defendant mid-month, Defendant charged Plaintiff for a full month of U-Verse cable service on his final bill and refused to refund Plaintiff

1 for the amount that was overpaid.

2 28. Defendant continued to send Plaintiff statements indicating a negative balance  
3 of \$92.03, yet refused to refund Plaintiff for that amount, which should never have been billed  
4 to begin with.

5 29. Defendant only attempted to refund Plaintiff after months of refusal by sending  
6 Plaintiff a debit card, subject to many conditions and fees, and without interest.

7 30. Plaintiff refused this inadequate refund as it would not make him whole, and was  
8 is not an acceptable or fair refund practice.

9 31. Plaintiff had no reasonable way of knowing that for multiple weeks, he would be  
10 unable to use the phone service which he paid Defendant to provide. Moreover, Plaintiff had no  
11 reasonable way of knowing that Defendant would continue to bill him for services he had  
12 already cancelled for the remainder of the month.

13 32. Defendant was aware that Plaintiff could not have reasonably known of these  
14 misrepresentations and omissions of material fact.

15 33. Had Plaintiff known that Defendant would not provide the promised service for  
16 such a long period of time, or that Defendant would bill Plaintiff for periods of time in which  
17 no service was provided, Plaintiff would not have done business with Defendant. Rather,  
18 Plaintiff would have chosen to do business with a competitor.

19 34. Plaintiff was significantly upset by Defendant's misrepresentations and  
20 omissions regarding its services.

21 35. Plaintiff is informed, believes, and thereupon alleges that such business practices  
22 were part of a common scheme to mislead consumers and incentivize them to do business with  
23 Defendant.

24 36. Plaintiff reasonably believed and relied upon Defendant's representations in its  
25 advertisements.

26 37. Plaintiff materially changed his position in reliance on Defendant's  
27 representations and was harmed thereby.

28



- 1 services it did not provide;
- 2 (b) Whether Defendant made misrepresentations with respect to its products
- 3 and services;
- 4 (c) Whether Defendant profited from its advertisement of such products and
- 5 services;
- 6 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
- 7 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and/or California Civ.
- 8 Code § 1750, *et seq.*;
- 9 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
- 10 injunctive relief;
- 11 (f) Whether Defendant’s unlawful, unfair, and/or deceptive practices harmed
- 12 Plaintiff and Class Members; and
- 13 (g) The method of calculation and extent of damages for Plaintiff and Class
- 14 Members.

- 15 48. Plaintiff is a member of the Class he seeks to represent.
- 16 49. The claims of Plaintiff are not only typical of all Class Members, but they are
- 17 identical.
- 18 50. All claims of Plaintiff and the Class are based on the exact same legal theories.
- 19 51. Plaintiff has no interest antagonistic to, or in conflict with, the Class.
- 20 52. Plaintiff is qualified to, and will, fairly and adequately protect the interests of
- 21 each Class Member, because Plaintiff was deceptively billed by Defendant during the Class
- 22 Period. Defendant’s unlawful, unfair and/or fraudulent actions concerns the same business
- 23 practices described herein irrespective of where they occurred or were experienced. Plaintiff’s
- 24 claims are typical of all Class Members as demonstrated herein.
- 25 53. Plaintiff will thoroughly and adequately protect the interests of the Class, having
- 26 retained qualified and competent legal counsel to represent himself and the Class.
- 27 54. Common questions will predominate, and there will be no unusual manageability
- 28

1 issues.

2 **FIRST CAUSE OF ACTION**

3 **Violation of the California False Advertising Act**

4 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

5 55. Plaintiff incorporates by reference each allegation set forth above.

6 56. Pursuant to California Business and Professions Code § 17500, *et seq.*, it is  
7 unlawful to engage in advertising “which is untrue or misleading, and which is known, or which  
8 by the exercise of reasonable care should be known, to be untrue or misleading...or...to so make  
9 or disseminate or cause to be so made or disseminated any such statement as part of a plan or  
10 scheme with the intent not to sell that personal property or those services, professional or  
11 otherwise, so advertised at the price stated therein, or as so advertised.”

12 57. California Business and Professions Code § 17500, *et seq.*’s prohibition against  
13 false advertising extends to the use of false or misleading written statements.

14 58. Defendant misled consumers by making misrepresentations and untrue  
15 statements about its services, namely, Defendant made consumers believe that Defendant would  
16 provide reliable coverage in exchange for timely payments and would not bill consumers for  
17 services which Defendant failed to provide.

18 59. Defendant knew that its representations and omissions were untrue and  
19 misleading, and deliberately made the aforementioned representations and omissions in order  
20 to deceive reasonable consumers like Plaintiff and other Class Members.

21 60. As a direct and proximate result of Defendant’s misleading and false advertising,  
22 Plaintiff and the other Class Members have suffered injury in fact. Plaintiff reasonably relied  
23 upon Defendant’s representations regarding Defendant’s services. In reasonable reliance on  
24 Defendant’s false advertisements, Plaintiff and other Class Members contractually agreed to  
25 purchase services from Defendant believing that Defendant would actually provide those  
26 services and bill Plaintiff and other Class Members in a transparent manner. However,  
27 Defendant did not inform Class Members that they would be without the use of such services  
28



1 for long periods of time, nor that Defendant would bill them after they had cancelled such  
2 services.

3 61. Plaintiff alleges that these false and misleading representations made by  
4 Defendant constitute a “scheme with the intent not to sell that personal property or those  
5 services, professional or otherwise, so advertised at the price stated therein, or as so advertised.”

6 62. Defendant advertised to Plaintiff and other putative Class Members, through  
7 written representations and omissions made by Defendant and its employees.

8 63. Defendant knew that they would not provide Plaintiff and Class Members with  
9 the services as they are advertised.

10 64. Thus, Defendant knowingly lied to Plaintiff and other putative Class Members  
11 in order to induce them to purchase the services from Defendant.

12 65. The misleading and false advertising described herein presents a continuing  
13 threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in  
14 these practices, and will not cease doing so unless and until forced to do so by this Court.  
15 Defendant’s conduct will continue to cause irreparable injury to consumers unless enjoined or  
16 restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering  
17 Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff  
18 and all Class Members of Defendant’s revenues associated with their false advertising, or such  
19 portion of those revenues as the Court may find equitable.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant  
22 for the following:

- 23 A. Certification of this matter as a class action and appointment of Plaintiff as  
24 class representative and his attorneys as class counsel;  
25 B. Actual damages;  
26 C. Statutory damages for willful and negligent violations;  
27 D. Costs and reasonable attorney’s fees; and  
28 E. For such other and further relief as may be just and proper.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SECOND CAUSE OF ACTION**  
**Violation of Unfair Competition Law**  
**(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

66. Plaintiff incorporates by reference each allegation set forth above.

67. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendant's business practices and the alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

**UNFAIR**

68. California Business & Professions Code § 17200 prohibits any “unfair ... business act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as alleged herein also constitute “unfair” business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant’s legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

69. In order to satisfy the “unfair” prong of the UCL, a consumer must show that the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or competition; and (3) is not one that consumers themselves could reasonably have avoided.

70. Here, Defendant’s conduct has caused and continues to cause substantial injury to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury

1 in fact due to Defendant’s decision to mislead consumers. Thus, Defendant’s conduct has caused  
2 substantial injury to Plaintiff and the members of the Class.

3 71. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant  
4 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant  
5 convinced Plaintiff and members of the Class that Defendant would provide them with reliable  
6 phone and internet services while billing them only for periods of time in which such services  
7 were actually provided. Defendant knew that they had no intention of providing the represented  
8 services in this fashion and thus unfairly profited. Thus, the injury suffered by Plaintiff and the  
9 members of the Class are not outweighed by any countervailing benefits to consumers.

10 72. Finally, the injury suffered by Plaintiff and members of the Class is not an injury  
11 that these consumers could reasonably have avoided. After Defendant falsely represented its  
12 services, consumers changed their position by entering into contracts with Defendant for such  
13 services, thus causing them to suffer injury in fact. Defendant failed to take reasonable steps to  
14 inform Plaintiff and Class Members that the advertisements for such services were false. As  
15 such, Defendant took advantage of Defendant’s position of perceived power in order to deceive  
16 Plaintiff and the Class. Therefore, the injury suffered by Plaintiff and members of the Class is  
17 not an injury which these consumers could reasonably have avoided.

18 73. Thus, Defendant’s conduct has violated the “unfair” prong of California Business  
19 & Professions Code § 17200.

20 **FRAUDULENT**

21 74. California Business & Professions Code § 17200 prohibits any “fraudulent ...  
22 business act or practice.” In order to prevail under the “fraudulent” prong of the UCL, a  
23 consumer must allege that the fraudulent business practice was likely to deceive members of  
24 the public.

25 75. The test for “fraud” as contemplated by California Business and Professions  
26 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §  
27 17200 violation can be established even if no one was actually deceived, relied upon the  
28

1 fraudulent practice, or sustained any damage.

2 76. Here, not only were Plaintiff and the Class Members likely to be deceived, but  
3 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact  
4 that Defendant billed Plaintiff and the Class Members for periods of time in which Defendant  
5 failed to provide any services whatsoever, and/or in which Plaintiff and the Class Members had  
6 already cancelled such services. Plaintiff’s reliance upon Defendant’s representations was  
7 reasonable due to the unequal bargaining powers between Defendant and Plaintiff. For the same  
8 reason, it is likely that Defendant’s fraudulent business practices would deceive other members  
9 of the public.

10 77. As explained above, Defendant deceived Plaintiff and other Class Members by  
11 misrepresenting its services and deceptively billing for such services.

12 78. Thus, Defendant’s conduct has violated the “fraudulent” prong of California  
13 Business & Professions Code § 17200.

14 **UNLAWFUL**

15 79. California Business and Professions Code § 17200, *et seq.* prohibits “any  
16 unlawful...business act or practice.”

17 80. As explained above, Defendant deceived Plaintiff and other Class Members by  
18 falsely representing its services.

19 81. Defendant used false advertising, marketing, and misrepresentations to induce  
20 Plaintiff and Class Members to enter contracts for services with Defendant, in violation of  
21 California Business and Professions Code § 17500, *et seq.* Had Defendant not falsely  
22 advertised, marketed, or misrepresented its services, Plaintiff and Class Members would not  
23 have agreed to purchase them from Defendant. Defendant’s conduct therefore caused and  
24 continues to cause economic harm to Plaintiff and Class Members.

25 82. These representations by Defendant are therefore an “unlawful” business  
26 practice or act under Business and Professions Code § 17200, *et seq.*

27 83. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts  
28

1 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set  
2 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code § 17203,  
3 Plaintiff and Class Members seek an order requiring Defendant to immediately cease such acts  
4 of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its  
5 actions.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant  
8 for the following:

- 9 A. Certification of this claim as a class action and appointment of Plaintiff as  
10 class representative and his attorneys as class counsel;  
11 B. Actual damages;  
12 C. Statutory damages;  
13 D. Costs and reasonable attorney's fees; and  
14 E. For such other and further relief as the Court may deem just and proper.

15 **THIRD CAUSE OF ACTION**

16 **Violation of Consumer Legal Remedies Act**

17 **(Cal. Civ. Code § 1750, *et seq.*)**

18 84. Plaintiff incorporates by reference each allegation set forth above.

19 85. Defendant's actions as detailed above constitute multiple violations of the  
20 Consumer Legal Remedies Act, Cal. Civ. Code § 1770(a) to the extent that Defendant violated  
21 the following provisions of the CLRA:

- 22 a. Representing that goods or services have sponsorship, approval, characteristics,  
23 ingredients, uses, benefits, or quantities which they do not have. Cal. Civ. Code  
24 § 1770(a)(5);  
25 b. Advertising goods or services with intent not to sell them as advertised. Cal. Civ.  
26 Code § 1770(a)(9);  
27 c. Representing that a transaction confers or involves rights, remedies, or  
28 obligations which it does not have or involve, or which are prohibited by law.  
Cal. Civ. Code § 1770(a)(14); and  
d. Representing that the subject of a transaction has been supplied in accordance  
with a previous representation when it has not. Cal. Civ. Code § 1770(a)(16).

86. On or about September 28, 2023, through his Counsel of record, using certified

1 mail with a return receipt requested, Plaintiff served Defendant with notice of its violations of  
2 the CLRA, and asked that Defendant correct, repair, replace or otherwise rectify the services  
3 alleged to be in violation of the CLRA; this correspondence advised Defendant that they must  
4 take such action within thirty (30) calendar days, and pointed Defendant to the provisions of the  
5 CLRA that Plaintiff believes to have been violated by Defendant. This letter is attached hereto  
6 as Exhibit A.

7 87. The venue affidavit required by Cal. Civ. Code § 1780(d) is attached as Exhibit  
8 B to this Complaint.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant  
11 for the following:

12 A. Injunctive relief for Defendant’s violations of the CLRA as alleged herein.

13 **REQUEST FOR JURY TRIAL**

14 88. Plaintiff requests a trial by jury as to all claims so triable.

15

16 Dated: September 28, 2023

Respectfully submitted,



17

LAW OFFICES OF TODD M. FRIEDMAN, PC

18

19

20

By:    
\_\_\_\_\_  
Todd M. Friedman, Esq.

21

Attorney for Plaintiff

22

23

24

25

26

27

28