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**\* Pro Hac Vice Application  
To Be Submitted**

**Attorneys for Plaintiffs and the Proposed Classes**

<p>DEAN ESPOSITO, JEFFREY ACHEY, MARILYN ACHEY, JUSTIN ANDERSON, DEIDRE ASBJORN, GREGORY BURLAK, CARLA CHIORAZZO, JUDITH CHIORAZZO, JOHN CONWAY, ADAM DEMARCO, JAMES FISHER, ALLISON GILLINGHAM, LORRAINE GILLINGHAM, DOREE GORDON, DONNA HARTMAN, PATRICIA JUSTICE, DAVID KELLY, CHRISTINA MANFREDO, JUDITH OELENSCHLAGER, DANIEL PATINO, JAMES PRATE, MICHAEL SCHEUFELE, RUSSELL SEWEKOW, DEBORAH STROYEK, LINDA TEER, CHRISTINE TRAPPE, BRENDA TRIPICCHIO, TERESA MACCLELLAND, KAREN UMBERGER, SCOTT WILLITS, MICHAEL BRANOM, MOLLY BROWN, MICHAEL CARNEY, TIM FRASCH, PATRICIA GAGAN, ANNA GUTIERREZ, LINDA JENKINS, AUGUSTUS JOHNSON, WILLIAM KAUPELIS, MARILYN KAYE, JANETTE LISNER, WILLIAM ERIC LOUGH, DAVID MASSARO, LOUISE MONSOUR, DARLEEN PEREZ, GABRIELLE POZZUOLI, VALERIE REED, BRUCE SCHRAMM, KERRY SHOWALTER, JOHN ST. JARRE, GLORIA STERN, EDNA TOY, TERESA TOY, VANESSA WEST, MARY BOWMAN, ART CAPRI, DEBRA CASEY, KARYN CHALLENGER. TYSON COHRON, CINTIA CORSI, ANDI ELLIS, LAURIE FRANTZ, ASHLEY GARRISON, ANGELA GREEN, CARLOS GUTIERREZ, JAMES HOLLING, KAREN HUDSON, JERRY HUNT, JENNIFER HURTT, JOYCE JONES, LYNN KIRALY, MICHELLE LACUESTA, JASON MCCONVILLE, JOSE NICOT, SANDRA OSHIRO, LESLIE OWENS, JON SANTOS, TERRY SEXTON, KATHLEEN WRIGHT, PAMELA M. ALLEN, SAMANTHA ALBAITIS, CYDNI ARTERBURY, LISA BAKER, BRIANA</p>	<p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY LAW DIVISION</p> <p>DOCKET NO. <b>CLASS ACTION COMPLAINT</b></p>
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BELL, CHRISTINE BELLAVIA, KIMBERLY BLAIR, LEANOR BLAND-MULLINS, CAROLINE BONHAM, TAMMY BURKE, ANNMARIE CALDWELL, SHAUNA CAVALLARO, SANTOS COLON, ERIKA CONLEY, KENDRA CONOVER, DYLAN CORBIN, LAURA CURRY, SHAKERA DYER, JANE FREY, RUSSELL FROM, ANGEL GAINES, ASHTIN GAMBLIN, ERICKA GARDNER, ANN GRAFF, JAMES HENSLEY, SAREL HINES, ALEXANDER KEELER, ADAM KELLER, BILLIE KENDRICK, KRISTA KIRBY, JAN LOMBARD, MARC LOWREY, JILL MAILHOIT, AARON MAXA, KELLY MOORE, LINDSEY MORAN, DAVID MOYERS, JENNIFER OCAMPO-NEUBAUER, KEISHA ODOM, ANGEL PACHECHO, HEATHER RAY, SUSAN SCOTT, LORI SNYDER, MISTY SUTTON, KATHRYN TAYLOR, ANTHONY VALLECORSA, CLAIRE WHITE, KRISTOPHER WILLARD, ALVIN WILSON, and BRAD YOUNG, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS,

Defendant.

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Plaintiffs Dean Esposito, Jeffrey Achey, Marilyn Achey, Justin Anderson, Deidre Asbjorn, Gregory Burlak, Carla Chiorazzo, Judith Chiorazzo, John Conway, Adam DeMarco, Dean Esposito, James Fisher, Allison Gillingham, Lorraine Gillingham, Doree Gordon, Donna Hartman, Patricia Justice, David Kelly, Christina Manfredo, Judith Oelenschlager, Daniel Patino, James Prate, Michael Scheufele, Russell Sewekow, Deborah Stroyek, Linda Teer, Christine Trappe, Brenda Tripicchio, Teresa MacClelland, Karen Umberger, Scott Willits, Michael Branom, Molly Brown, Michael Carney, Tim Frasch, Patricia Gagan, Anna Gutierrez, Linda Jenkins, Augustus Johnson, William Kaupelis, Marilyn Kaye, Janette Lisner, William Eric Lough, David Massaro, Louise Monsour, Darleen Perez, Gabrielle Pozzuoli, Valerie Reed, Bruce Schramm, Kerry Showalter, John St. Jarre, Gloria Stern, Edna Toy, Teresa Toy, Vanessa

West, Mary Bowman, Art Capri, Debra Casey, Karyn Challender, Dyson Cohron, Cintia Corsi, Andi Ellis, Laurie Frantz, Ashley Garrison, Angela Green, Carlos Gutierrez, James Holling, Karen Hudson, Jerry Hunt, Jennifer Hurtt, Joyce Jones, Lynn Kiraly, Michelle Lacuesta, Jason McConville, Jose Nicot, Sandra Oshiro, Leslie Owens, Jon Santos, Terry Sexton, Kathleen Wright, Pamela M. Allen, Samantha Albaitis, Cydni Arterbury, Lisa Baker, Briana Bell, Christine Bellavia, Kimberly Blair, Leanor Bland-Mullins, Caroline Bonham, Tammy Burke, Annmarie Caldwell, Shauna Cavallaro, Santos Colon, Erika Conley, Kendra Conover, Dylan Corbin, Laura Curry, Shakera Dyer, Jane Frey, Russell From, Angel Gaines, Ashtin Gamblin, Ericka Gardner, Ann Graff, James Hensley, Sarel Hines, Alexander Keeler, Adam Keller, Billie Kendrick, Krista Kirby, Jan Lombard, Marc Lowrey, Jill Mailhoit, Aaron Maxa, Kelly Moore, Lindsey Moran, David Moyers, Jennifer Ocampo-Neubauer, Keisha Odom, Angel Pachecho, Heather Ray, Susan Scott, Lori Snyder, Misty Sutton, Kathryn Taylor, Anthony Vallecorsa, Claire White, Kristopher Willard, Alvin Wilson, and Brad Young, individually and on behalf of all others similarly situated, allege as follows, on personal knowledge and investigation of their counsel, against Defendant Cellco Partnership d/b/a Verizon Wireless (“Defendant”).

## **I. INTRODUCTION**

1. This is a proposed class action brought on behalf of current and former Verizon Wireless subscribers challenging a deceptive fee scheme perpetrated by Defendant against Verizon Wireless customers.

2. The bases for the class claims are set forth in greater detail herein, but arise from Verizon’s sign-up policies and practices which deceive customers by prominently advertising certain monthly rates for Verizon post-paid wireless service plans. After customers sign up,

however, Verizon uniformly charges them higher monthly rates than it advertised and promised by adding what Verizon calls an “Administrative Charge”<sup>1</sup> to the bill.

3. The Administrative Charge is not disclosed to customers either before or when they agree to purchase wireless service from Verizon, and in fact the Administrative Charge is never adequately or honestly disclosed to customers. Nor do Verizon customers ever agree to—or even have the opportunity to accept or reject—the Administrative Charge, which is unilaterally imposed by Verizon without its customers’ consent.

4. Verizon utilizes the Administrative Charge to unlawfully charge its customers more per month for Verizon wireless services without having to advertise the higher monthly rates.

5. Verizon first began adding the Administrative Charge into all of its post-paid wireless customers’ bills in 2005, initially at a rate of \$0.40 per month for each phone line on its customers’ service plans. Since then, Verizon has repeatedly increased the amount of the Administrative Charge on a regular basis. The most recent increase occurred on June 23, 2022, when Verizon increased the Administrative Charge by 70% from \$1.95 to the current rate of \$3.30 per line. The current amount of the Administrative Charge is \$3.30 per line per month—a more than 8X increase from the original amount of the Charge.

6. The first time Verizon customers can possibly learn about the existence of the Administrative Charge, or the amount of the Charge, is on the customer bills, which they begin receiving only after they have signed up for wireless service and are financially committed to their purchase and cannot cancel without penalty.

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<sup>1</sup> On June 23, 2022, Verizon changed the name of the Administrative Charge to the “Administrative and Telco Recovery Charge.” This Complaint will refer to the charge as the “Administrative Charge.”

7. Verizon then omits or misrepresents the so-called Administrative Charge on its customer bills to further its scheme. Verizon's paper bills fail to mention the Administrative Charge at all, stating instead that a customer should "[c]heck your online bill for all surcharges, taxes and gov fees." Then on the online bill, Verizon omits the Administrative Charge from the "Monthly charges" section, where it actually belongs, and instead puts it in the "Surcharges" section, where it is lumped together with various government charges, taxes, and fees. Even worse, for years, Verizon explicitly and falsely stated on its monthly bills that the Administrative Charge is a surcharge imposed on subscribers to "cover the costs that are billed to us by federal, state or local governments." Thus, Verizon's monthly bills have served to further Verizon's deceptive scheme and keep customers from realizing they are being overcharged.

8. Notably, on a support page on its website, Verizon gives a different definition of the Administrative Charge, claiming that the Charge is tied to various operating costs of Verizon including telephone company interconnect charges and network facility and service fees—all of which are basic costs of providing wireless service, and which a reasonable consumer would expect to be included in the advertised price for any wireless service plan.

9. But this is yet another misrepresentation by Verizon, as the Administrative Charge is not, in fact, tied to Verizon's costs such as interconnect charges and network facility fees. Verizon does not adjust the amount of the Administrative Charge based on changes to Verizon's costs. Rather, Verizon unilaterally sets and increases the amount of the Administrative Charge based on its internal revenue targets. This is corroborated by the fact that Verizon has more than tripled the amount of the monthly, per-line Administrative Charge since 2015 (from \$0.95 to \$3.30 per month per line), while during that same time period Verizon's costs have actually decreased significantly (like interconnection costs). Verizon simply uses the

Administrative Charge as a lever to increase its revenues and profits—including when Verizon increased the Charge by 70% in June 2022.

10. Meanwhile, Verizon’s misrepresentations on its bills that the Administrative Charge is imposed on subscribers to recover the costs billed to Verizon by the government were false statements of material fact intended to discourage customers who discovered the Administrative Charge from questioning or objecting to the Charge.

11. In all events, Verizon should clearly and accurately state the true monthly prices for its post-paid wireless service plans in its price representations and advertising. Verizon has failed to do so, and continues to fail to do so, choosing instead to deceptively increase its monthly rates—and by extension, its revenue and profit—by imposing an extra-contractual, undisclosed Administrative Charge that is never agreed to by its customers, in contravention of the laws applicable to the relationship between Verizon and the class members.

12. Plaintiffs, through this action, seek injunctive, declaratory, monetary, and statutory relief for themselves and the proposed classes to obtain redress and to end Verizon’s unlawful policy of charging this deceptive, undisclosed additional Charge.

13. To be clear, Plaintiffs are not seeking to regulate the existence or amount of Verizon’s Administrative Charge. Rather, Plaintiffs merely seek to compel Verizon to include notice of the existence and the amount of the Administrative Charge in the wireless service plan prices that Verizon advertises to Class members and the general public, to honestly and adequately disclose the Administrative Charge and its true nature and basis in Verizon’s customer bills and in communications with Class members at or before the time the wireless services contract is created, and to reimburse Class members for any and all undisclosed (or inadequately disclosed) extra-contractual fees they were forced to pay.

14. Verizon is primarily engaged in the business of selling services. Each cause of action brought by Plaintiffs against Verizon in this Complaint arises from and is limited to statements or conduct by Verizon that consist of representations of fact about Verizon's business operations or services that is or was made for the purpose of obtaining approval for, promoting, or securing sales of or commercial transactions in, Verizon's services or the statement is or was made in the course of delivering Verizon's services. Each cause of action brought by Plaintiffs against Verizon in this Complaint arises from and is limited to statements or conduct by Verizon for which the intended audience is an actual or potential buyer or customer, or a person likely to repeat the statements to, or otherwise influence, an actual or potential buyer or customer.

## **II. THE PARTIES**

15. Plaintiff Dean Esposito is a citizen and resident of Haddonfield, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Esposito has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

16. Plaintiff Jeffrey Achey is a citizen and resident of Mount Holly, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Jeffrey Achey has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described

herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

17. Plaintiff Marilyn Achey is a citizen and resident of Mount Holly, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Marilyn Achey has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

18. Plaintiff Justin Anderson is a citizen and resident of Southampton, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Anderson has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

19. Plaintiff Deidre Asbjorn is a citizen and resident of Toms River, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Asbjorn has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein,



received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

20. Plaintiff Gregory Burlak is a citizen and resident of Edison, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Burlak has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

21. Plaintiff Carla Chiorazzo is a citizen and resident of Marlton, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Carla Chiorazzo has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

22. Plaintiff Judith Chiorazzo is a citizen and resident of Marlton, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Judith Chiorazzo has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described

herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

23. Plaintiff John Conway is a citizen and resident of Manahawkin, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Conway has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

24. Plaintiff Adam DeMarco is a citizen and resident of Northfield, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff DeMarco has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

25. Plaintiff James Fisher is a citizen and resident of Cherry Hill, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Fisher has been victimized by the same uniform policies described in detail

herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

26. Plaintiff Allison Gillingham is a citizen and resident of Deptford, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Allison Gillingham has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

27. Plaintiff Lorraine Gillingham is a citizen and resident of Deptford, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Lorraine Gillingham has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

28. Plaintiff Doree Gordon is a citizen and resident of Point Pleasant Boro, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every

other class member, Plaintiff Gordon has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

29. Plaintiff Donna Hartman is a citizen and resident of Hammonton, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Hartman has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

30. Plaintiff Patricia Justice is a citizen and resident of Berlin, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Justice has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

31. Plaintiff David Kelly is a citizen and resident of Browns Mills, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class

member, Plaintiff Kelly has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

32. Plaintiff Christina Manfredo is a citizen and resident of Marlton, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Manfredo has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

33. Plaintiff Judith Oelenschlager is a citizen and resident of Medford Lakes, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Oelenschlager has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

34. Plaintiff Daniel Patino is a citizen and resident of Somerset, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Patino has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

35. Plaintiff James Prate is a citizen and resident of Stratford, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Prate has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

36. Plaintiff Michael Scheufele is a citizen and resident of West Berlin, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Scheufele has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

37. Plaintiff Russell Sewekow is a citizen and resident of Medford Lakes, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Sewekow has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

38. Plaintiff Deborah Stroyek is a citizen and resident of Glassboro, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Stroyek has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

39. Plaintiff Lynda Teer is a citizen and resident of Collingswood, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Teer has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in

the same uniform language as described herein, and paid the Administrative Charge complained of herein.

40. Plaintiff Christine Trappe is a citizen and resident of Eastampton, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Trappe has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

41. Plaintiff Brenda Tripicchio is a citizen and resident of Moorestown, New Jersey, and was a customer of Verizon's wireless service during the class period. Like every other class member, Plaintiff Tripicchio has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

42. Plaintiff Teresa MacClelland is a citizen and resident of Eureka, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff MacClelland has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described



herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

43. Plaintiff Karen Umberger is a citizen and resident of Eureka, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Umberger has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

44. Plaintiff Scott Willits is a citizen and resident of Eureka, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Willits has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

45. Plaintiff Michael Branom is a citizen and resident of Pasadena, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Branom has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described

herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

46. Plaintiff Molly Brown is a citizen and resident of Novato, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Brown has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

47. Plaintiff Michael Carney is a citizen and resident of Los Angeles, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Carney has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

48. Plaintiff Tim Frasch is a citizen and resident of Gilroy, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Frasch has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a

Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

49. Plaintiff Patricia Gagan is a citizen and resident of Los Angeles, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Gagan has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

50. Plaintiff Anna Gutierrez is a citizen and resident of Whittier, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Anna Gutierrez has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

51. Plaintiff Linda Jenkins is a citizen and resident of Valencia, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Jenkins has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a

Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

52. Plaintiff Augustus Johnson is a citizen and resident of Eureka, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Johnson has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

53. Plaintiff William Kaupelis is a citizen and resident of Placentia, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Kaupelis has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

54. Plaintiff Marilyn Kaye is a citizen and resident of Chatsworth, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Kaye has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described

herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

55. Plaintiff Janette Lisner is a citizen and resident of Tarzana, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Lisner has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

56. Plaintiff William Eric Lough is a citizen and resident of Wildomar, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Lough has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

57. Plaintiff David Massaro is a citizen and resident of Yucaipa, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Massaro has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a

Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

58. Plaintiff Louise Monsour is a citizen and resident of Eureka, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Monsour has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

59. Plaintiff Darleen Perez is a citizen and resident of Long Beach, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Perez has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

60. Plaintiff Gabrielle Pozzuoli is a citizen and resident of Woodland Hills, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Pozzuoli has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed

Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

61. Plaintiff Valerie Reed is a citizen and resident of Eureka, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Reed has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

62. Plaintiff Bruce Schramm is a citizen and resident of Tarzana, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Schramm has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

63. Plaintiff Kerry Showalter is a citizen and resident of Newbury Park, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Showalter has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in

the same uniform language as described herein, and paid the Administrative Charge complained of herein.

64. Plaintiff John St. Jarre is a citizen and resident of Wildomar, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff St. Jarre has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

65. Plaintiff Gloria Stern is a citizen and resident of Temecula, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Stern has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

66. Plaintiff Edna Toy is a citizen and resident of Sacramento, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Edna Toy has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.



67. Plaintiff Teresa Toy is a citizen and resident of San Bruno, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Teresa Toy has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

68. Plaintiff Vanessa West is a citizen and resident of Woodland Hills, California, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff West has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

69. Plaintiff Mary Bowman is a citizen and resident of Graham, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Bowman has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

70. Plaintiff Art Capri is a citizen and resident of Fort Myers, Florida, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Capri has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

71. Plaintiff Debra Casey is a citizen and resident of Honolulu, Hawaii, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Casey has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

72. Plaintiff Karyn Challenger is a citizen and resident of Rainier, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Challenger has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

73. Plaintiff Tyson Cohron is a citizen and resident of Troutdale, Oregon, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Cohron has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

74. Plaintiff Cintia Corsi is a citizen and resident of New Rochelle, New York, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Corsi has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

75. Plaintiff Andi Ellis is a citizen and resident of Selah, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Ellis has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

76. Plaintiff Laurie Frantz is a citizen and resident of Santa Fe, New Mexico, and was

a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Frantz has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

77. Plaintiff Ashley Garrison is a citizen and resident of Bellingham, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Garrison has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

78. Plaintiff Angela Green is a citizen and resident of Enterprise, Oregon, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Green has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

79. Plaintiff Carlos Gutierrez is a citizen and resident of Artesia, New Mexico, and

was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Gutierrez has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

80. Plaintiff James Holling is a citizen and resident of Raton, New Mexico, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Holling has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

81. Plaintiff Karen Hudson is a citizen and resident of Albuquerque, New Mexico, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Hudson has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

82. Plaintiff Jerry Hunt is a citizen and resident of Kapolei, Hawaii, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Hunt has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

83. Plaintiff Jennifer Hurtt is a citizen and resident of St. Petersburg, Florida, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Hurtt has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

84. Plaintiff Joyce Jones is a citizen and resident of East Wenatchee, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Jones has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

85. Plaintiff Lynn Kiraly is a citizen and resident of Huntington, New York, and was

a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Kiraly has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

86. Plaintiff Michelle Lacuesta is a citizen and resident of Aiea, Hawaii, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Lacuesta has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

87. Plaintiff Jason McConville is a citizen and resident of Pasco, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff McConville has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

88. Plaintiff Jose Nicot is a citizen and resident of Bronx, New York, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Nicot has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

89. Plaintiff Sandra Oshiro is a citizen and resident of Honolulu, Hawaii, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Oshiro has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

90. Plaintiff Leslie Owens is a citizen and resident of Tohatchi, New Mexico, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Owens has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.



91. Plaintiff Jon Santos is a citizen and resident of Oakland Park, Florida, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Santos has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

92. Plaintiff Terry Sexton is a citizen and resident of Gulf Breeze, Florida, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Sexton has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

93. Plaintiff Kathleen Wright is a citizen and resident of Quilcene, Washington, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Wright has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

94. Plaintiff Pamela M. Allen is a citizen and resident of Rockingham, North

Carolina, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Allen has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

95. Plaintiff Samantha Albaitis is a citizen and resident of New Britain, Connecticut, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Albaitis has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

96. Plaintiff Cydni Arterbury is a citizen and resident of Benton, Arkansas, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Arterbury has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

97. Plaintiff Lisa Baker is a citizen and resident of Indianapolis, Indiana, and was a

customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Baker has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

98. Plaintiff Briana Bell is a citizen and resident of Dallas, Texas, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Bell has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

99. Plaintiff Christine Bellavia is a citizen and resident of Lincoln, Nebraska, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Bellavia has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

100. Plaintiff Kimberly Blair is a citizen and resident of Howell, Michigan, and was a customer of Verizon's wireless service during the class period. Like every other Class member,

Plaintiff Blair has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

101. Plaintiff Leonor Bland-Mullins is a citizen and resident of Clarksville, Tennessee, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Bland-Mullins has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

102. Plaintiff Caroline Bonham is a citizen and resident of Casa Grande, Arizona, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Bonham has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein

103. Plaintiff Tammy Burke is a citizen and resident of Stokesdale, North Carolina, and was a customer of Verizon's wireless service during the class period. Like every other Class

member, Plaintiff Burke has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

104. Plaintiff Annmarie Caldwell is a citizen and resident of Smyrna, Delaware, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Caldwell has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

105. Plaintiff Shauna Cavallaro is a citizen and resident of Diamond, Ohio, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Cavallaro has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

106. Plaintiff Santos Colon is a citizen and resident of Mission, South Dakota, and was a customer of Verizon's wireless service during the class period. Like every other Class

member, Plaintiff Colon has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

107. Plaintiff Erika Conley is a citizen and resident of Portland, Michigan, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Conley has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

108. Plaintiff Kendra Conover is a citizen and resident of Shelbyville, Indiana, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Conover has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

109. Plaintiff Dylan Corbin is a citizen and resident of Villa Park, Illinois, and was a customer of Verizon's wireless service during the class period. Like every other Class member,

Plaintiff Corbin has been victimized by the same uniform policies described in detail herein, in that Plaintiff Corbin signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

110. Plaintiff Laura Curry is a citizen and resident of Leesburg, Ohio, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Curry has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

111. Plaintiff Shakera Dyer is a citizen and resident of Canton, Georgia, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Dyer has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

112. Plaintiff Jane Frey is a citizen and resident of Hebron, Kentucky, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Frey has been victimized by the same uniform policies described in detail herein, in that

she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

113. Plaintiff Russell From is a citizen and resident of Middleton, Wisconsin, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff From has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

114. Plaintiff Angel Gaines is a citizen and resident of Las Vegas, Nevada, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Gaines has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

115. Plaintiff Ashtin Gamblin is a citizen and resident of Colorado Springs, Colorado, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Gamblin has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein,



received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

116. Plaintiff Ericka Gardner is a citizen and resident of West Bloomfield, Michigan, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Gardner has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

117. Plaintiff Ann Graff is a citizen and resident of Pearl River, Louisiana, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Graff has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

118. Plaintiff James Hensley is a citizen and resident of Asheville, North Carolina, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Hensley has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein,

received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

119. Plaintiff Sarel Hines is a citizen and resident of Washington, District of Columbia, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Hines has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

120. Plaintiff Alexander Keeler is a citizen and resident of West Fargo, North Dakota, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Keeler has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

121. Plaintiff Adam Keller is a citizen and resident of Norwood, Massachusetts, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Keller has been victimized by the same uniform policies described in detail

herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

122. Plaintiff Billie Kendrick is a citizen and resident of Phenix City, Alabama, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Kendrick has been victimized by the same uniform policies described in detail herein, in that Plaintiff signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

123. Plaintiff Krista Kirby is a citizen and resident of Chisago City, Minnesota, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Kirby has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

124. Plaintiff Jan Lombard is a citizen and resident of East Sandwich, Massachusetts, and was a customer of Verizon's wireless service during the class period. Like every other Class

member, Plaintiff Lombard has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

125. Plaintiff Marc Lowrey is a citizen and resident of Topeka, Kansas, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Lowrey has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

126. Plaintiff Jill Mailhoit is a citizen and resident of Sanbornville, New Hampshire, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Mailhoit has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

127. Plaintiff Aaron Maxa is a citizen and resident of Pittsburgh, Pennsylvania, and was a customer of Verizon's wireless service during the class period. From 2006 through July

2022, Plaintiff Maxa was a resident of, and was a customer of Verizon in, Falls Church, Virginia. Plaintiff Maxa moved to Pittsburgh, Pennsylvania in July 2022 and continued his Verizon service there. Like every other Class member, Plaintiff Maxa has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

128. Plaintiff Kelly Moore is a citizen and resident of Layton, Utah, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Moore has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

129. Plaintiff Lindsey Moran is a citizen and resident of Virginia Beach, Virginia, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Moran has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

130. Plaintiff David Moyers is a citizen and resident of Conway, Missouri, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Moyers has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

131. Plaintiff Jennifer Ocampo-Neubauer is a citizen and resident of Taneytown, Maryland, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Ocampo-Neubauer has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

132. Plaintiff Keisha Odom is a citizen and resident of Pearl, Mississippi, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Odom has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

133. Plaintiff Angel Pachecho is a citizen and resident of Chicago, Illinois, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Pachecho has been victimized by the same uniform policies described in detail herein, in that Plaintiff signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

134. Plaintiff Heather Ray is a citizen and resident of Proctor, West Virginia, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Ray has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

135. Plaintiff Susan Scott is a citizen and resident of West Des Moines, Iowa, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Scott has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

136. Plaintiff Lori Snyder is a citizen and resident of Covington, Ohio, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Snyder has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

137. Plaintiff Misty Sutton is a citizen and resident of Bangor, Maine, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Sutton has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

138. Plaintiff Kathryn Taylor is a citizen and resident of Chicago, Illinois, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Taylor has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

139. Plaintiff Anthony Vallecorsa is a citizen and resident of Pittsburgh, Pennsylvania, and was a customer of Verizon's wireless service during the class period. Like every other Class



member, Plaintiff Vallecorsa has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

140. Plaintiff Claire White is a citizen and resident of Thayne, Wyoming, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff White has been victimized by the same uniform policies described in detail herein, in that she signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

141. Plaintiff Kristopher Willard is a citizen and resident of Pawnee, Oklahoma, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Willard has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

142. Plaintiff Alvin Wilson is a citizen and resident of Lyman, South Carolina, and was a customer of Verizon's wireless service during the class period. Like every other Class

member, Plaintiff Wilson has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

143. Plaintiff Brad Young is a citizen and resident of Altoona, Pennsylvania, and was a customer of Verizon's wireless service during the class period. Like every other Class member, Plaintiff Young has been victimized by the same uniform policies described in detail herein, in that he signed up for Verizon's wireless service in the manner described herein, received or was directed to the same uniformly-worded documents and/or websites described herein, received a Verizon bill which imposed the same undisclosed Administrative Charge in the same uniform language as described herein, and paid the Administrative Charge complained of herein.

144. Defendant Cellco Partnership d/b/a Verizon Wireless is a general partnership formed under the laws of Delaware, with its headquarters in Basking Ridge, New Jersey. Thus, Defendant Cellco Partnership d/b/a Verizon Wireless is a citizen of Delaware and New Jersey.

### **III. JURISDICTION AND VENUE**

145. Jurisdiction over this matter in the New Jersey Superior Court is proper because claims raised in this matter arise under New Jersey law and because Defendant is a citizen of New Jersey.

146. This matter is properly venued in Middlesex County, New Jersey because Plaintiff Gregory Burlak is a citizen and resident of Middlesex County, New Jersey; the complained-of Administrative Charge was imposed by Verizon on Plaintiff Burlak in Middlesex

County, New Jersey; and Verizon regularly conducts business in Middlesex County, New Jersey.

**IV. FACTUAL ALLEGATIONS OF VERIZON’S DECEPTIVE ADMINISTRATIVE CHARGE SCHEME**

147. Verizon falsely advertises its wireless services at lower monthly rates than it actually charges customers by not disclosing, and not including in the advertised price, a so-called “Administrative Charge” which Verizon imposes each month on every line purchased by its post-paid wireless service customers.

148. The Administrative Charge is not disclosed to customers either before or when they agree to purchase wireless service from Verizon, and in fact the Administrative Charge is never adequately or honestly disclosed to customers. Nor do Verizon customers ever agree to—or even have the opportunity to accept or reject—the Administrative Charge.

149. Verizon continues to perpetrate this deceptive fee scheme even after the customer signs up. Verizon made affirmative misrepresentations on its bills that the Administrative Charge is to recover the costs billed to Verizon by the government.

**A. The Administrative Charge.**

150. The Administrative Charge is a uniform, per-line flat charge that Verizon adds to the monthly bills of all Verizon post-paid wireless service customers in the United States, including customers in all fifty states nationwide and the District of Columbia. Verizon imposes, increases, and sets the amount of the Administrative Charge at its sole discretion, without the consent of its customers.

151. Verizon first began imposing the Administrative Charge in September 2005, at an initial rate of \$0.40 per line per month. The Charge was added to the bills of all post-paid wireless customers, including customers who had signed up for Verizon wireless services well before the Administrative Charge even existed. Such customers were never given the

opportunity to accept or reject Verizon's Administrative Charge. Indeed, no Verizon customer has ever been given the opportunity to accept or reject the Administrative Charge, or any of Verizon's periodic increases thereof.

152. Verizon increased the Administrative Charge to \$0.70 per month per line starting in March 2007. Until December 2015, the Administrative Charge remained under a dollar per month per line. In December 2015, Verizon raised the Administrative Charge from \$0.95 to \$1.23 per month per line. Verizon increased the Administrative Charge to \$1.78 per line per month starting in August 2019. Verizon then raised the Administrative Charge to the rate of \$1.95 per line per month starting in August 2020. Thereafter, on June 23, 2022, Verizon increased the Administrative Charge by another 70% from \$1.95 to \$3.30 per line per month.<sup>2</sup> The current amount of the Administrative Charge is \$3.30 per line per month—a more than 8X increase from the original amount of the Charge.

153. Verizon not only charges the Administrative Charge to each and every one of its post-paid customers on a monthly basis, but it also charges a separate monthly Administrative Charge for each and every phone line purchased by these customers. Thus, if a customer has a Verizon family plan with, e.g., five lines, that customer will be charged five Administrative Charges per month by Verizon (i.e., one Administrative Charge of \$3.30 every month for each line purchased, for a total of \$16.50 in Administrative Charges per month for five lines). Consequently, such a customer must pay Verizon at least \$16.50 more per month—or \$198 more per year—than the advertised and agreed-to price for Verizon wireless service.

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<sup>2</sup> On June 23, 2022, at the same time that Verizon increased the Administrative Charge by 70% to \$3.30 per line per month, Verizon changed the name of the Charge to the “Administrative and Telco Recovery Charge.” This Complaint will refer to the charge as the “Administrative Charge.”

**B. Verizon Fails to Disclose the Administrative Charge to Customers When They Sign Up.**

154. At all relevant times, Verizon has aggressively advertised its post-paid wireless service plans through pervasive marketing directed at the consuming public throughout the United States, including via high-profile television, radio, and online advertisements, and on its website and through materials at its numerous corporate-owned retail stores and the stores of third party retailers (e.g., Costco, Best Buy, the Apple Store, and independent “Verizon Authorized Retailers”) where customers can sign up for Verizon Wireless services.

155. In all of these locations and through all of these channels, Verizon consistently and prominently advertises particular monthly prices for its post-paid wireless service plans, without disclosing or including the Administrative Charge in the advertised price. Neither the existence nor amount of the Administrative Charge (let alone its true nature or basis) is disclosed to customers prior to or at the time they sign up for Verizon’s service plans.

156. By way of example only, Verizon ran three broad-scale national television advertisements in 2019, 2020, and 2021 that promoted the price for its post-paid wireless service plans as \$35 per line per month when purchasing four lines.<sup>3</sup> This monthly rate was prominently featured in the advertisements. There was no asterisk next to the advertised price, and the only disclosure language was the phrase “Plus taxes and fees” below the monthly rate. The advertisements did not mention the Administrative Charge or what the additional “fees” were or their amounts. Nor were the viewers directed anywhere to learn about the additional “fees.”

157. As another example, Verizon ran similar broad-scale national television advertisements in 2017 and 2018 that promoted the price for its post-paid wireless service plans

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<sup>3</sup> The 2021 ad can be viewed at: <https://www.youtube.com/watch?v=O9Bh4EJPOKA>.  
The 2020 ad can be viewed at: <https://www.youtube.com/watch?v=LFP9zmeS75I>.  
The 2019 ad can be viewed at: <https://www.youtube.com/watch?v=jGBgLCFFVQA>.

as \$40 per month per line when purchasing four lines.<sup>4</sup> These ads, too, had no asterisk next to the advertised price, and the only disclosure language was the phrase “Plus taxes and fees” below the monthly rate. The advertisements did not mention the Administrative Charge or what the additional “fees” were or their amounts. Nor were the viewers directed anywhere to learn about the additional “fees.”

158. As another example, below (**Figure 1**) is a photo taken of advertising signage in a Verizon Wireless store in Bellevue, Washington on June 26, 2022:

**Figure 1: Signage in Verizon Wireless Store in Bellevue, WA (June 26, 2022)**



<sup>4</sup> The 2018 ad can be viewed at: <https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-news-ft-thomas-middleditch>.

The 2017 ad can be viewed at: <https://www.youtube.com/watch?v=41lGIXfLfjo>.

The signage (which was the sole printed advertisement describing plans or plan prices in the Verizon store) prominently lists the prices for each of the 4 featured consumer wireless plans. To the right of the prominent pricing (e.g., “\$90,” “\$80,” “\$70”) is tiny text stating “Per line per month. Plus taxes & fees, With Auto Pay.” Notably, *nowhere* on the sign—not even in the stream of miniscule text across the bottom of the sign—is the existence of, let alone the amount of, the Administrative Charge mentioned or disclosed (at the time of the photograph was taken the Administrative Charge was \$3.30 per line per month).

159. The phrase “Plus taxes and fees” does not constitute an adequate disclosure of the Administrative Charge by Verizon, and is understood by the reasonable consumer to refer to legitimate taxes and government-related fees passed on by Verizon to its customers. (Meanwhile, on the customer bill, Verizon labels the Administrative Charge as a “Surcharge” next to government-related surcharges, and not as a “fee”.) Moreover, the Administrative Charge is, in fact, simply a disguised double-charge for the service itself.

**1. Verizon Fails to Disclose the Administrative Charge in Retail Stores.**

160. As has been the case for years, when a consumer shops for a wireless service plan at a Verizon corporate-owned store, the consumer is presented with the advertised and quoted monthly service plan prices, and nothing is disclosed to the consumer about the existence of the Administrative Charge. The Administrative Charge is not mentioned or disclosed in any signage or advertisements anywhere in the store (see **Figure 1** above). Verizon stores use a uniform sales process in which a sales representative utilizes a proprietary sales application on an in-store iPad. Verizon does not disclose the Administrative Charge anywhere during this in-store sign-up process. Verizon agents only tell customers the monthly plan price during this process (e.g., the “\$80/month Unlimited plan”), and never mention the monthly \$3.30 per-line so-called

“Administrative Charge.”

161. In fact, the first time consumers can possibly learn about the existence of the Administrative Charge, or its amount, is on the full online PDF version of their online monthly bill after signing up for Verizon wireless service—but consumers are not provided access to the online bill until at least one week after they sign up for the service and are already financially committed to their purchase.

162. Customers may also sign up for Verizon wireless service plans at certain authorized third-party retail stores such as Best Buy, Apple, Walmart, Costco, and independently-owned “Verizon Authorized Retailers.” The customer experience in these stores is, in all material respects pertinent to this action, the same as in Verizon corporate-owned stores. Thus, if a consumer shops for a Verizon wireless service plan at a third-party retailer, the consumer is presented with only the advertised and quoted monthly service plan prices, and nothing is disclosed to the customer about the Administrative Charge. At these stores, like at the Verizon corporate-owned stores, the customer purchase process is conducted through a tablet or other electronic display, the relevant content of which is determined by Verizon and does not include a disclosure of the Administrative Charge. The pricing information and disclosures which are provided to customers in third-party stores are provided to the third-party retailers by Verizon.

**2. Verizon Fails to Disclose the Administrative Charge in Telesales or Online Chat Sales.**

163. Likewise, Verizon sales and customer service agents have been trained for years, as a matter of uniform company policy, to present consumers with the advertised monthly prices for its service plans without disclosing the Administrative Charge (just like in Verizon’s online, television and print advertising).



**3. Verizon Fails to Disclose the Administrative Charge on Its Website Advertising.**

164. Likewise, for years, Verizon’s consumer website has advertised its post-paid wireless service plans by prominently featuring flat monthly prices for its service plans which do not include or disclose the Administrative Charge or its amount.

165. For example, in October 2021, Verizon’s website listed five post-paid wireless plan options under its post-paid “Unlimited” plans, and a configurator which showed different prices per line for each plan depending on how many lines (between one and four) the consumer selected. See the screenshot of the Verizon website taken on October 31, 2021 at **Figure 2** below:

**Figure 2: Advertising on Verizon’s Website (October 31, 2021)**

**It's Unlimited built right.**

Only pay for what you need and get more of the entertainment you want. Choose your Unlimited plans to mix, match and save.

How many lines do you need?	Start Unlimited	Play More Unlimited	Do More Unlimited	Get More Unlimited	Just Kids
4	Get started with unlimited talk, text and data and never worry about overage charges again.	Our best plan for streaming, with tons of shows, movies and sports and premium network access—all included.	When productivity is your top priority, get it all done with premium data and a discount on a connected device plan.	Experience our ultimate in performance on our best plan with extra features, including more music and entertainment.	Manage screen time, filter content, track location and get Unlimited data on your kid's first phone, so you get peace of mind.
<small>Prices include \$10/mo savings per line, when you sign up for paper-free billing and Auto Pay. ☺</small> <a href="#">Overview</a> <a href="#">Compare</a>	<b>\$35</b> Per line per month. Plus taxes & fees.	<b>\$45</b> Per line per month. Plus taxes & fees.	<b>\$45</b> Per line per month. Plus taxes & fees.	<b>\$55</b> Per line per month. Plus taxes & fees.	<b>\$35</b> Per line per month. Plus taxes & fees. Requires 1 line on Unlimited.

166. Each of these options is presented as having a flat rate per month. The price does not have an asterisk, and the only disclosure language is below the price, stating: “Plus taxes & fees.” Customers could click a link directly under those advertised prices to sign up for those services. Neither the existence nor the amount of the Administrative Charge (which at that time was in fact an additional \$1.95 per month per line, e.g., \$7.80 per month for four lines) was

disclosed, even though Verizon fully intended to charge the Administrative Charge and knew its exact amount.

167. Again, the “Plus taxes and fees” language does not constitute an adequate disclosure because a reasonable consumer would understand “taxes and fees” to mean legitimate taxes and government-related fees passed on by Verizon to its customers (as opposed to a disguised double-charge for the wireless service itself). In fact, throughout the order process and on the final order page, Verizon displayed a line item charge called “Taxes and government fees,” which line item could be expanded (by clicking a “+” sign) to display a list of the component (and legitimate) taxes and government fees. Thus, a reasonable consumer would assume and understand that those were the taxes and fees to which the phrase “Plus taxes & fees” in Verizon’s ads referred. (Notably, on the online customer bill itself, Verizon labels the Administrative Charge not as a “fee,” but rather as a “Surcharge.”) Meanwhile, throughout the online purchase process, Verizon had no line item which contained or included the Administrative Charge, and Verizon never included the amount of the Administrative Charge in the presented and quoted monthly “Total” price.

**C. Verizon Continues to Deceive Customers After They Sign Up.**

168. Verizon continues to deceive customers about the Administrative Charge and the true monthly price of its wireless services even after the customers have signed up.

169. The first time Verizon customers can possibly learn about the existence of the Administrative Charge, or its amount, is on the full PDF version of their monthly bill, which they can only view online, and which they can only access after they sign up for Verizon’s wireless service and cannot cancel without paying a penalty.

170. For those customers who receive a mailed paper bill, Verizon provides no notice whatsoever about the amount of the Administrative Charge. The paper bill does not contain a line item or listed amount for the Administrative Charge; the mailed paper bill appears to be an abridged version of the full online PDF version of the bill.

171. Indeed, Verizon's paper bills fail to mention the Administrative Charge at all, stating instead that a customer should "[c]heck your online bill for all surcharges, taxes and gov fees." Nowhere on the paper bill is there a line item for the Administrative Charge or any information regarding its amount.

172. The large majority of Verizon customers are signed up for electronic billing and/or Auto Pay (automatic payment), as Verizon strongly encourages. For those customers, Verizon gives notification by email or text message of only the total monthly charge, without listing or disclosing the existence of the Administrative Charge. Only if those customers created an online My Verizon profile to connect to their customer account could the customer login and get access to the full PDF version of the bill.

173. Even if a customer created a My Verizon profile and took actions to view the electronic version of the bill on the My Verizon app or website, the My Verizon billing center is further designed to hide the Administrative Charge. The default view for the Verizon bill on the My Verizon app or website includes only the total monthly charge, and does not include any more detail or line items.

174. If the customer desired to view the full detailed version of the bill (which is accessible only online, and only as a PDF), the customer would need to figure out how to navigate to and download and view the PDF file of the bill in the My Verizon app or website.

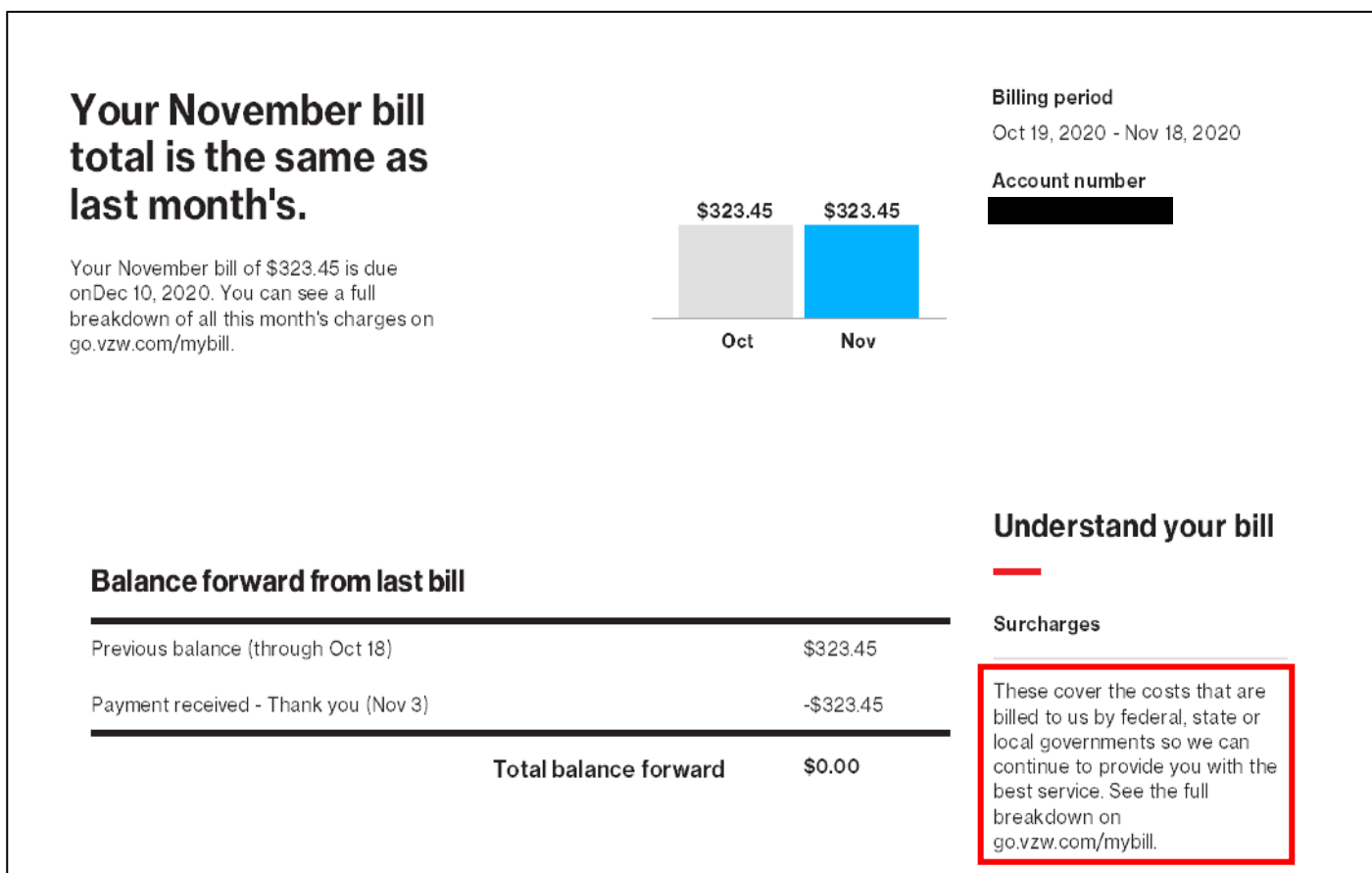
175. For those customers who find and view the full PDF version of the bill, Verizon

misrepresents its plan prices and the nature of the Administrative Charge on the bill. On the full PDF bill, Verizon excludes the Administrative Charge from the “Monthly charges” section, where it logically belongs, and instead puts the Administrative Charge in the “Surcharges” section where Verizon lumps it together with government charges. Even worse, for years, Verizon explicitly and falsely stated that the Administrative Charge is a **“surcharge”** imposed on subscribers to **“cover the costs that are billed to us by federal, state or local governments.”**

176. Thus, Verizon’s customer bills do not constitute an adequate disclosure, even belatedly. Instead, Verizon’s bills further its fraudulent scheme and keep customers from realizing they are being overcharged.

177. Below (**Figure 3**) is an excerpt from the second page of Plaintiff Shauna Cavallaro’s full PDF bill from November 2020, where Verizon declares that “**Surcharges**” (which is how Verizon labels the Administrative Charge) are to “**cover the costs that are billed to us by federal, state or local governments...**”. A red box is added to the bill image below to highlight the relevant text:

**Figure 3: Plaintiff Shauna Cavallaro’s Verizon Bill page 2 (November 2020)**



178. Below (**Figure 4**) is an excerpt from the third page of Plaintiff Cavallaro’s same November 2020 full PDF bill, where Verizon labels the so-called “**Administrative Charge**” as being a “**Surcharge,**” i.e., as a charge imposed on subscribers to recover costs billed to Verizon by the government. The Administrative Charge charged by Verizon on Ms. Cavallaro’s bill is highlighted in a red box below, under the section of the bill entitled “**Surcharges**”:

**Figure 4: Plaintiff Shauna Cavallaro’s Verizon Bill page 3 (November 2020)**

<b>Account Charges</b>		<b>\$10.00</b>
	<b>Monthly charges and credits</b>	<b>-\$40.00</b>
	\$40 Military Discount 3+ Phns (Nov 19 - Dec 18)	-\$40.00
	<b>Add-ons</b>	<b>\$50.00</b>
	Verizon Protect Multi-Dvc (Nov 19 - Dec 18)	\$50.00
<b>Shauna Cavallaro</b>		<b>\$27.44</b>
Sharing [REDACTED]	<b>Monthly charges and credits</b>	<b>\$24.33</b>
Apple Watch Series 5	Unlimited Plan (Nov 19 - Dec 18)	\$10.00
Space Gra	15% Access Discount (Nov 19 - Dec 18)	-\$1.50
	Device payment 5 of 24 (\$529.99/24mo)	\$22.08
	\$419.52 remaining after this month (Agreement [REDACTED])	
	Device Promotional Credit 5 of 24	-\$6.25
	<b>Surcharges</b>	<b>\$2.43</b>
	Fed Universal Service Charge	\$0.23
	Regulatory Charge	\$0.21
	<b>Administrative Charge</b>	<b>\$1.95</b>
	OH Tax Recovery Surcharge	\$0.03
	OH Reg Fee	\$0.01

179. As reflected above, Verizon excludes the Administrative Charge from the “Monthly charges and credits” section of the online full PDF bill. Verizon instead disguises the invented Administrative Charge by putting it in the “Surcharges” section where it is lumped together with true government costs billed to Verizon such as the “Federal Universal Service Charge,” the “OH [Ohio] Tax Recovery Surcharge,” and the “OH Reg Fee.”

180. Verizon’s labeling and description of the Administrative Charge as a “Surcharge” imposed on subscribers to “cover the costs that are billed to us by federal, state or local governments” is a false statement of material fact.

181. Notably, on a support page on its website, Verizon gives a different definition of the Administrative Charge, claiming it is charged to “defray” “charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers” (i.e., interconnect charges) and “fees and assessments on our network facilities and services.” But interconnect charges and network facility and service fees are among the basic costs of providing wireless service, which a reasonable consumer would expect to be included in the advertised price for a wireless service plan.

182. Indeed, prior to September 2005 (when Verizon began charging the Administrative Charge to its customers), interconnect charges and network facility and service fees were included in Verizon’s advertised price for its wireless service plans.

183. Moreover, the Administrative Charge that Verizon chooses to impose is not, in fact, tied to Verizon’s costs such as interconnect charges and network facility and service fees. Verizon does not adjust the amount of the Administrative Charge based on changes to Verizon’s costs. Rather, Verizon sets and increases the amount of the Administrative Charge based on company-wide operating income targets set by Verizon senior management. This is

corroborated by the fact that Verizon has more than tripled the amount of the monthly Administrative Charge since 2015 (from \$0.95 to \$3.30 per line), while during that same time period, Verizon's costs have actually significantly decreased (like interconnection costs).

184. Thus, by Verizon's own design, the monthly customer bills (whether printed or electronic) serve to further Verizon's scheme and keep customers from realizing they are being overcharged.

185. And, because Verizon has increased the Administrative Charge by a small amount each time (\$1.35 or less each time), if a customer noticed that the bill total was slightly higher than the previous month, the customer would reasonably assume that the increase was a result of legitimate taxes and other government-related charges, which customers understand can vary month-to-month.

**D. Customers Could Not Cancel Without Penalty.**

186. Even if a customer noticed the Administrative Charge on his or her very first bill, and then the customer also somehow discovered that the charge in fact was not a legitimate government pass-through fee (contrary to Verizon's false statement on the bill that it is a cost "billed to us by federal, state or local governments"), the customer was discouraged or prevented from backing out of his or her service plan due to Verizon's own stated and posted policies and penalties.

187. First, when customers sign up they pay a one-time activation fee of \$35.00 that is refundable for only three days—well before they ever receive access to their first monthly bill, which does not occur until more than a week after they sign up.

188. Second, customers who signed up for a two-year service commitment (the majority of customers until at least 2016) were charged an early termination fee of up to \$350 if



they cancelled their service more than 14 days after purchase. (Again, customers cannot even receive notice of or view their first customer bill until at least a week after signing up.) And even if a person managed to cancel his or her service within the 14-day period (which required returning all purchased equipment in that time period), the customer still was required to pay for his or her service through the date of cancellation.

189. Third, since approximately 2013, Verizon has offered installment plans to pay for new devices that are tied to customers' service plans. Instead of a one-year or two-year service commitment, many Verizon wireless customers today ostensibly have a month-to-month service plan but sign a 36-month installment agreement with Verizon under which customers pay for their mobile phone (i.e., the device) in monthly installments. For example, a customer would pay, for a \$1,000 phone, an equipment "installment" charge of \$27.78 on each monthly Verizon bill for 36 months. If a customer cancelled his or her service plan any time before the installment plan was paid off, the full outstanding balance of the device would immediately become due in a single balloon payment. Even if the customer noticed the Administrative Charge on one of the first monthly statements (despite Verizon's efforts to disguise it and falsely describe it as a government cost), and the customer then demanded to cancel her service, Verizon would demand that the customer immediately pay the entire remaining balance on the device all at once. (If the customer returned the device within the 30-day return deadline, the customer would still have to pay the restocking fee mentioned below). In this way, the installment plan balloon payment is similar to an early termination fee, creating a large immediate cost to cancelling the Verizon service plan once customers learn the actual monthly prices of their plans are higher than advertised.

190. Fourth, wireless devices purchased from Verizon by customers can only be returned to Verizon within the first 30 days after purchase. If customers return a device within 30 days of purchase, they still must pay a \$50 restocking fee. If they wait longer than 30 days, it is too late, and they are on the hook for the full purchase price of the device.

191. The activation fee, early termination fee, installment balloon payment, and restocking fee described above all function as ways to penalize and deter customers from cancelling their Verizon wireless service after signing up, and Verizon's policies (including the cancellation/return periods and how they relate to the timing of the customer bill) are deliberately and knowingly designed by Verizon to lock customers in if they ever deduce that they are being charged more per month than advertised.

192. Because the initial amount of the Administrative Charge was less than a dollar, and because each of the subsequent increases to the Administrative Charge has been \$1.35 or less, Verizon knows that its customers are unlikely to notice the increased charge on the total price of their monthly bills. Further, given that taxes and other government-related charges can already vary by small amounts from month to month, Verizon knows that customers reasonably expect small changes in the total amount billed each month and will not be able to tell that Verizon imposed or increased the Administrative Charge simply by comparing the total amount billed that month to the total billed in the prior month or months.

193. Each time that Verizon has increased the Administrative Charge, Verizon has not identified or disclosed on the first bill containing the increase that the Administrative Charge is higher than it was in the previous month. Even a customer who noticed the higher total charge and who then examined the full PDF version of the bill would have no notice that Verizon had increased the amount of the Administrative Charge.

194. The only place Verizon mentions to existing customers that it plans to increase the Administrative Charge is on the full PDF version of the monthly customer bill prior to the month it is actually raised. Even then, each time the Administrative Charge was increased, Verizon buried that inadequate “disclosure” at the very end of the bill, among a mix of information and notices unrelated to price increases.

195. For example, when Verizon increased the Administrative Charge to \$1.95 per month in August 2020, Verizon hid its only mention of the upcoming increase at the very end of the full PDF version of the July 2020 bill—i.e., the bill that was issued the month before the actual increase. This sole mention was buried eleven paragraphs into a seldom-read section at the tail-end of the bill entitled “Additional Information.” The first ten paragraphs of this section were standard, form paragraphs found in nearly every monthly bill covering arcane topics like “Customer Proprietary Network Information (CPNI)” and other topics irrelevant to most customers like “Bankruptcy Information.” Likewise, when Verizon increased the Administrative Charge to \$3.30 per month in July 2022, Verizon hid the only mention of the upcoming increase at the very end of the full PDF version of the prior June 2022 bill in the same seldom-read “Additional Information” section after several paragraphs of text about the same “Customer Proprietary Network Information (CPNI).” Neither the title of this section nor its first several paragraphs would alert customers that a price increase would be announced below.

196. Even if customers noticed that Verizon imposed or increased the Administrative Charge, they would have to pay penalties, as described above, if they wished to cancel their Verizon service. Indeed, Verizon has drafted its contractual terms regarding cancellation fees and the like so that there are no exceptions, meaning these cancellation fees and similar costs would apply no matter how high Verizon chose to unilaterally increase the Administrative

Charge.

197. Further, as described above in Section IV.C. (at ¶¶ 168–185), Verizon has designed its monthly customer bills (both paper and electronic) to further Verizon’s scheme and to keep customers from realizing they are being overcharged.

198. Regardless, Verizon should be disclosing the existence and amount of the Administrative Charge as part of the advertised monthly price for its service plans, which as discussed herein it has never done and still does not do. Verizon’s failure to do so, in and of itself, constitutes an unfair, deceptive, and unconscionable business practice that is actionable under the claims pled herein.

199. Again, Plaintiffs are not seeking to regulate the existence or amount of the Administrative Charge. Rather, Plaintiffs merely seek to compel Verizon to include the existence and amount of the Administrative Charge in the wireless service plan prices it advertises to potential and existing customers, to honestly and adequately disclose the Administrative Charge and its true nature and basis in Verizon’s customer bills and in communications with Class members, and to reimburse Class members for any and all Administrative Charges which were in fact double-charges for service that they were forced and fooled into paying under false pretenses and without their consent.

## **V. PLAINTIFFS’ FACTUAL ALLEGATIONS**

200. All Plaintiffs are current wireless customers of Verizon, or were during the relevant class period.

201. When Plaintiffs purchased their wireless service plans, Verizon prominently advertised and quoted to them that their plans would cost a particular monthly price. Verizon did not adequately disclose to Plaintiffs, at any time before or when they signed up, that Verizon

would charge them an Administrative Charge which was in fact an additional discretionary double-charge for the service itself.

202. Despite this, Verizon has charged each Plaintiff an Administrative Charge of up to \$3.30 per line per month via their monthly bill.

203. Indeed, Verizon continues to charge each Plaintiff an Administrative Charge of \$3.30 per line per month on their monthly bills.

204. Verizon never adequately disclosed the Administrative Charge to Plaintiffs in any form or fashion, and Plaintiffs never agreed to pay the Administrative Charge to Verizon. In fact, Plaintiffs were not aware of the existence and true nature of the Administrative Charge until well after they signed up for service, if at all.

205. Specifically, Verizon never provided Plaintiffs with adequate notice that they would be (or were being) charged the Administrative Charge—neither at sign-up, when purchasing a new phone, on Plaintiffs’ monthly bills, on Verizon’s website, nor otherwise. Further, Verizon did not provide Plaintiffs with any information regarding the true nature or basis of the Administrative Charge, and never provided Plaintiffs with any opportunity to agree or object to the Charge. In fact, no Plaintiff ever agreed to pay the Administrative Charge to Verizon.

206. Moreover, Verizon affirmatively misrepresented the true nature of the Administrative Charge on Plaintiffs’ monthly bills, as described herein. (See Section IV.C. at ¶¶ 168–185, above.)

207. Over the years, Verizon has routinely increased the amount of the Administrative Charge that it charged to Plaintiffs. Yet Verizon never adequately disclosed to Plaintiffs at any time that the Administrative Charge would or might increase, never provided Plaintiffs with

adequate notice of such increase, and never provided Plaintiffs with any opportunity to agree or object to the increase. In fact, no Plaintiff ever agreed to an increase of the Administrative Charge.

208. Because the Administrative Charge was not included in the quoted and promised price for Plaintiffs' wireless plans, and then was disguised and misrepresented in the customer bills, Verizon has for years unilaterally been charging Plaintiffs more each month than what Plaintiffs agreed and contracted to pay.

209. Plaintiffs did not expect (and were never told) that Verizon would actually charge them a so-called Administrative Charge on top of the advertised service plan price, or that the true price of the services they had agreed to purchase would include an additional Administrative Charge for each phone line which Verizon could and would unilaterally increase at its desire. That information was material to Plaintiffs. Had Plaintiffs known that information, they would not have been willing to pay as much for their wireless plans and would have acted differently.

210. Plaintiffs have a legal right to rely now, and in the future, on the truthfulness and accuracy of Verizon's representations and advertisements regarding its wireless service plan prices. Plaintiffs believe that they were given the services that Verizon promised them—just not at the prices that Verizon promised and advertised to them, and that Plaintiffs agreed to pay.

211. Plaintiffs remain Verizon post-paid wireless customers as of this filing and/or intend to sign up for Verizon wireless services in the future. Plaintiffs cannot cancel their Verizon wireless service without paying significant penalties. Plaintiffs will continue their Verizon service, and will sign up for Verizon post-paid wireless service and purchase phones from Verizon in the future. However, Plaintiffs want to be confident that the advertised and quoted prices for Verizon's service plans are the true and full prices for those services (i.e., that

the prices include all applicable discretionary monthly service charges such as the Administrative Charge), and that all discretionary charges like the Administrative Charge are adequately disclosed. And, if Verizon introduces any new or invented discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs want to be confident that Verizon will include the amount of that service charge in the advertised and quoted service plan price, and that such price is included in the plan price before Plaintiffs and other class members sign up for Verizon's services. Plaintiffs will be harmed if, in the future, they are left to guess as to whether Verizon's representations are accurate and whether there are omissions and misrepresentations of material facts regarding the wireless service plans being advertised and represented to them.

## **VI. CLASS ALLEGATIONS**

212. Plaintiffs bring this lawsuit as a class action pursuant to N.J. Ct. Rule 4:32, seeking damages, statutory penalties, and injunctive relief under on behalf of themselves and all members of the following proposed classes.

213. All Plaintiffs seek certification of the following Nationwide Class:

**All individual consumer account holders in the United States who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an "Administrative Charge" or "Administrative and Telco Recovery Charge" within the applicable statutes of limitations.**

214. Plaintiff Kendrick seeks certification of the following Alabama Sub-Class:

**All individual consumer account holders in Alabama who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an "Administrative Charge" or "Administrative and Telco Recovery Charge" within the applicable statutes of limitations.**

215. Plaintiff Bonham seeks certification of the following Arizona Sub-Class:

**All individual consumer account holders in Arizona who currently subscribe or formerly subscribed to a post-paid wireless service plan**

**from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

216. Plaintiff Arterbury seeks certification of the following Arkansas Sub-Class:

**All individual consumer account holders in Arkansas who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

217. Plaintiffs MacClelland, Umberger, Willits, Branom, Brown, Carney, Frasch, Gagan, Anna Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West seek certification of the following California Sub-Class:

**All individual consumer account holders in California who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

218. Plaintiff Gamblin seeks certification of the following Colorado Sub-Class:

**All individual consumer account holders in Colorado who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

219. Plaintiff Albaitis seeks certification of the following Connecticut Sub-Class:

**All individual consumer account holders in Connecticut who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**



220. Plaintiff Caldwell seeks certification of the following Delaware Sub-Class:

**All individual consumer account holders in Delaware who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

221. Plaintiff Hines seeks certification of the following District of Columbia Sub-Class:

**All individual consumer account holders in the District of Columbia who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

222. Plaintiffs Capri, Hurtt, Santos, and Sexton seek certification of the following Florida Sub-Class:

**All individual consumer account holders in Florida who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

223. Plaintiff Dyer seeks certification of the following Georgia Sub-Class:

**All individual consumer account holders in Georgia who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

224. Plaintiffs Casey, Hunt, Lacuesta, and Oshiro seek certification of the following Hawaii Sub-Class:

**All individual consumer account holders in Hawaii who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

225. Plaintiffs Corbin, Pachecho, and Taylor seek certification of the following Illinois

Sub-Class:

**All individual consumer account holders in Illinois who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

226. Plaintiffs Baker and Conover seek certification of the following Indiana Sub-

Class:

**All individual consumer account holders in Indiana who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

227. Plaintiff Scott seeks certification of the following Iowa Sub-Class:

**All individual consumer account holders in Iowa who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

228. Plaintiff Lowrey seeks certification of the following Kansas Sub-Class:

**All individual consumer account holders in Kansas who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

229. Plaintiff Frey seeks certification of the following Kentucky Sub-Class:

**All individual consumer account holders in Kentucky who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

230. Plaintiff Graff seeks certification of the following Louisiana Sub-Class:

**All individual consumer account holders in Louisiana who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

231. Plaintiff Sutton seeks certification of the following Maine Sub-Class:

**All individual consumer account holders in Maine who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

232. Plaintiff Ocampo-Neubauer seeks certification of the following Maryland Sub-Class:

**All individual consumer account holders in Maryland who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

233. Plaintiffs Keller and Lombard seek certification of the following Massachusetts Sub-Class:

**All individual consumer account holders in Massachusetts who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

234. Plaintiffs Blair, Conley, and Gardner seek certification of the following Michigan Sub-Class:

**All individual consumer account holders in Michigan who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

235. Plaintiff Kirby seeks certification of the following Minnesota Sub-Class:

**All individual consumer account holders in Minnesota who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

236. Plaintiff Odom seeks certification of the following Mississippi Sub-Class:

**All individual consumer account holders in Mississippi who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

237. Plaintiff Moyers seeks certification of the following Missouri Sub-Class:

**All individual consumer account holders in Missouri who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

238. Plaintiff Bellavia seeks certification of the following Nebraska Sub-Class:

**All individual consumer account holders in Nebraska who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

239. Plaintiff Gaines seeks certification of the following Nevada Sub-Class:

**All individual consumer account holders in Nevada who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

240. Plaintiff Mailhoit seeks certification of the following New Hampshire Sub-Class:

**All individual consumer account holders in New Hampshire who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon**

**labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

241. Plaintiffs Dean Esposito, Jeffrey Achey, Marilyn Achey, Anderson, Asbjorn, Burlak, Carla Chiorazzo, Judith Chiorazzo, Conway, DeMarco, Fisher, Allison Gillingham, Lorraine Gillingham, Gordon, Hartman, Justice, Kelly, Manfredo, Oelenschlager, Patino, Prate, Scheufele, Sewekow, Stroyek, Teer, Trappe, and Tripicchio seek certification of the following New Jersey Sub-Class:

**All individual consumer account holders in New Jersey who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

242. Plaintiffs Frantz, Carlos Gutierrez, Holling, Hudson, and Owens seek certification of the following New Mexico Sub-Class:

**All individual consumer account holders in New Mexico who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

243. Plaintiffs Corsi, Kiraly, and Nicot seek certification of the following New York Sub-Class:

**All individual consumer account holders in New York who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

244. Plaintiffs Allen, Burke, and Hensley seek certification of the following North Carolina Sub-Class:

**All individual consumer account holders in North Carolina who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon**

**labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

245. Plaintiff Keeler seeks certification of the following North Dakota Sub-Class:

**All individual consumer account holders in North Dakota who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

246. Plaintiffs Cavallaro, Curry, and Snyder seek certification of the following Ohio

Sub-Class:

**All individual consumer account holders in Ohio who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

247. Plaintiff Willard seeks certification of the following Oklahoma Sub-Class:

**All individual consumer account holders in Oklahoma who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

248. Plaintiffs Cohron and Green seek certification of the following Oregon Sub-Class:

**All individual consumer account holders in Oregon who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

249. Plaintiffs Vallecorsa and Young seek certification of the following Pennsylvania

Sub-Class:

**All individual consumer account holders in Pennsylvania who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

250. Plaintiff Wilson seeks certification of the following South Carolina Sub-Class:

**All individual consumer account holders in South Carolina who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

251. Plaintiff Colon seeks certification of the following South Dakota Sub-Class:

**All individual consumer account holders in South Dakota who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

252. Plaintiff Bland-Mullins seeks certification of the following Tennessee Sub-Class:

**All individual consumer account holders in Tennessee who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

253. Plaintiff Bell seeks certification of the following Texas Sub-Class:

**All individual consumer account holders in Texas who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

254. Plaintiff Moore seeks certification of the following Utah Sub-Class:

**All individual consumer account holders in Utah who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

255. Plaintiffs Moran and Maxa seek certification of the following Virginia Sub-Class:

**All individual consumer account holders in Virginia who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

256. Plaintiffs Bowman, Challenger, Ellis, Garrison, Jones, McConville, and Wright seek certification of the following Washington Sub-Class:

**All individual consumer account holders in the State of Washington who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

257. Plaintiff Ray seeks certification of the following West Virginia Sub-Class:

**All individual consumer account holders in West Virginia who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

258. Plaintiff From seeks certification of the following Wisconsin Sub-Class:

**All individual consumer account holders in Wisconsin who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

259. Plaintiff White seeks certification of the following Wyoming Sub-Class:

**All individual consumer account holders in Wyoming who currently subscribe or formerly subscribed to a post-paid wireless service plan from Verizon and were charged and paid what Verizon labeled an “Administrative Charge” or “Administrative and Telco Recovery Charge” within the applicable statutes of limitations.**

260. This Court should apply the discovery rule to extend any applicable limitations period (and the corresponding Class periods) to the date on which Verizon first began charging



the Administrative Charge (which, based on the investigation of Plaintiffs' counsel, is September 2005). The nature of Verizon's misconduct was non-obvious and intentionally concealed from its subscribers. Verizon even designed its monthly customer bills to further its scheme and to prevent customers from realizing they were being overcharged. As a result of Verizon's intentional misconduct, omissions, and affirmative misrepresentations throughout the customer lifecycle, neither Plaintiffs nor the members of the classes could have, through the use of reasonable diligence, learned of the accrual of their claims against Verizon at an earlier time.

261. Specifically excluded from the proposed classes are Verizon and any entities in which Verizon has a controlling interest, Verizon'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.

262. Plaintiffs reserve the right to redefine the Class and Sub-Classes prior to class certification.

263. **Numerosity**. The members of each Class and Sub-Class are so numerous that joinder of all members would be impracticable. While Plaintiffs do not know the exact number of class members prior to discovery, upon information and belief, there are at least fifty million members in the Nationwide Class and at least 10,000 members in each state Sub-Class. The exact number and identities of Class and Sub-Class members are contained in Verizon's records and can be easily ascertained from those records.

264. **Commonality and Predominance**. All claims in this action arise exclusively from the uniform policies and procedures of Defendant as outlined herein. This action involves multiple common questions which are capable of generating class-wide answers that will drive the resolution of this case. These common questions predominate over any questions affecting

individual Class and Sub-Class members, if any. These common questions include, but are not limited to, the following:

- a. Whether Verizon employs a uniform policy of charging the Administrative Charge to members of the proposed classes;
- b. Whether Verizon adequately and accurately disclosed the existence of the Administrative Charge, its nature or basis, or its amount, to Plaintiffs and the classes prior to their purchase of Verizon's wireless service;
- c. Whether Verizon ever adequately and accurately disclosed the existence of the Administrative Charge, its nature or basis, or its amount, to Plaintiffs and the classes;
- d. What is the nature or purpose of the Administrative Charge;
- e. Whether Verizon's descriptions of the Administrative Charge are false and/or misleading;
- f. Whether and to what extent the Administrative Charge is a surcharge imposed on subscribers to "cover the costs that are billed to us by federal, state or local governments;"
- g. Whether the Administrative Charge and the true price of Verizon's post-paid wireless services are material information, such that a reasonable consumer would find that information important to the consumer's purchase decision;
- h. Whether Verizon must include the amount of the Administrative Charge in the advertised and quoted service plan price;
- i. Whether Verizon must disclose the existence or amount of the Administrative Charge when signing up consumers for its wireless service plans;

j. Whether Verizon must include the amount of the Administrative Charge in the total monthly service price quoted to consumers during the sign-up process for its wireless service plans;

k. Whether Verizon's policy and practice of advertising and quoting the monthly prices of its wireless service plans without including the amount of the Administrative Charge is false, deceptive, or misleading;

l. Whether it was deceptive or unfair for Verizon not to disclose, or to inadequately or inaccurately disclose, the Administrative Charge, its dollar amount, or the fact that Verizon could choose to raise its amount at any time, as part of the advertised and promised price of its wireless services;

m. Whether a reasonable consumer is likely to be deceived by Verizon's conduct and omissions alleged herein;

n. Whether Verizon has violated the implied covenant of good faith and fair dealing, implied in its contracts with Plaintiffs and the classes, by imposing and increasing the Administrative Charge, and by disguising and misrepresenting the nature of the charge on customer bills; and

o. Whether Plaintiffs and the classes are entitled to an order enjoining Verizon from engaging in the misconduct alleged herein.

265. **Typicality**. Plaintiffs, like all Class and Sub-Class members, are current or former subscribers of Verizon's wireless service plans who were charged higher monthly rates than quoted at the time of subscription and/or whose rates have been surreptitiously increased by Verizon's unilateral imposition and systematic raising of the Administrative Charge. Their claims all arise from the same course of conduct by Verizon, are based on the same legal

theories, and face the same potential defenses. Plaintiffs' claims are typical of all class members' claims. Plaintiffs are each a member of the Class and Sub-Class they seek to represent. All claims of Plaintiffs and the classes arise from the same course of conduct, policy and procedures as outlined herein.

266. **Adequacy**. Plaintiffs and their counsel will fairly and adequately protect class members' interests. Plaintiffs seek the same relief for themselves as for every other class member, have no interests antagonistic to class members' interests, and are committed to representing the best interests of the classes. Moreover, Plaintiffs have retained counsel with considerable experience and success in prosecuting complex class action and consumer protection cases.

267. **Superiority**. A class action is superior to all other available methods for fairly and efficiently adjudicating this controversy. Each class member's interests are small compared to the burden and expense required to litigate each of his or her claims individually, so it would be impractical and would not make economic sense for class members to seek individual redress for Verizon's conduct. Individual litigation would add administrative burden on the courts, increasing the delay and expense to all parties and to the court system. Individual litigation would also create the potential for inconsistent or contradictory judgments regarding the same uniform conduct by Verizon. A single adjudication would create economies of scale and comprehensive supervision by a single judge. Moreover, Plaintiffs do not anticipate any difficulties in managing a class action trial in this case.

268. By its conduct and omissions alleged herein, Verizon has acted and refused to act on grounds that apply generally to the classes, such that final injunctive relief and/or declaratory relief is appropriate respecting each class as a whole.

269. Without the proposed class action, Verizon will likely retain the benefits of its wrongdoing and will continue the complained-of practices, which will result in further damages to Plaintiffs and class members.

## COUNT I

### Unjust Enrichment

#### **By All Plaintiffs on Behalf of the Nationwide Class**

270. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

271. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Class.

272. By the acts alleged herein, Plaintiffs and the Nationwide Class members have conferred substantial benefits on Defendant and Defendant has knowingly and willingly accepted and enjoyed these benefits.

273. Defendant either knew or should have known that the payments rendered by Plaintiffs and the Nationwide Class members were given and received with the expectation that the services would be provided at the price represented and warranted. Despite this, Defendant demanded amounts from Plaintiffs and Nationwide Class members which were higher than what Defendant previously quoted and promised, and Defendant disguised and/or misrepresented the nature of those extra charges on the customer bills.

274. For Defendant to retain the benefit of the excess payments under these circumstances is inequitable.

275. Defendant, through deliberate misrepresentations or omissions in connection with the advertising, marketing, promotion, and sale of their wireless service plans, reaped benefits, which resulted in Defendant's wrongful receipt of profits.

276. Equity demands disgorgement of Defendant's ill-gotten gains. Defendant will be unjustly enriched unless Defendant is ordered to disgorge those profits for the benefit of Plaintiffs and the Nationwide Class members.

277. As a direct and proximate result of Defendant's wrongful conduct and unjust enrichment, Plaintiffs and the Nationwide Class members are entitled to the institution of and restitution from a constructive trust disgorging all profits, benefits, and other compensation obtained by Defendant through this inequitable conduct.

## COUNT II

### **Breach of Implied Covenant of Good Faith and Fair Dealing**

#### **By All Plaintiffs on Behalf of the Nationwide Class**

278. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

279. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Class.

280. By operation of law, there existed an implied contract for the sale of services between Defendant and each Plaintiff and Nationwide Class member who purchased the wireless services described herein.

281. By operation of law, there existed an implied duty of good faith and fair dealing in each such contract.

282. Verizon has violated the covenant of good faith and fair dealing by its conduct alleged herein.

283. Verizon has abused any discretion it purportedly had under any applicable contract to impose or increase the Administrative Charge. For example:

- a. Verizon imposed and has increased the Administrative Charge as a covert way to increase customers' monthly rates without having to advertise such higher rates;
- b. Verizon has increased the Administrative Charge to extract additional cash from existing subscribers;
- c. Verizon omits the Administrative Charge and its amount from the mailed paper version of the bill;
- d. On the full PDF version of the bill (which is only available online), Verizon lists the Administrative Charge next to actual government costs; and
- e. On the full PDF version of the bill (which is only available online), Verizon falsely described the Administrative Charge as a surcharge imposed to cover costs billed to Verizon by the government.

284. Verizon meanwhile utilizes the activation fee, early termination fee, installment balloon payment, and restocking fee as ways to penalize and discourage customers from freely cancelling their services if they learn that Verizon has charged them more than promised for its services via imposition of, and/or increases to, the Administrative Charge. And Verizon's policies (including the cancellation/return periods and how they relate to the timing of the customer bill) are deliberately and knowingly designed by Verizon to lock customers in if and when they deduce that they are being charged more per month than promised.

285. Verizon's imposition and increasing of the Administrative Charges defied customers' reasonable expectations, was objectively unreasonable, and frustrated the basic terms of the parties' agreement. Verizon's conduct and actions alleged herein were done in bad faith.

286. Verizon's conduct described herein has had the effect, and the purpose, of denying Plaintiffs and Nationwide Class members the full benefit of their bargains with Verizon.

287. Plaintiffs and the Nationwide Class members have performed all, or substantially all, of the obligations imposed on them under any applicable agreements with Verizon. There is no legitimate excuse or defense for Verizon's conduct.

288. Any attempts by Verizon to defend its overcharging through reliance on supposed contractual provisions will be without merit. Any such provisions are either inapplicable or are unenforceable because they are void, illusory, lacking in mutuality, are invalid exculpatory clauses, violate public policy, are procedurally and substantively unconscionable, and are unenforceable in light of the deceptive and hidden nature of Verizon's misconduct, among other reasons. Any such provisions, if any, would not excuse Verizon's abuses of discretion or otherwise preclude Plaintiffs and the Nationwide Class from recovering for breaches of the covenant of good faith and fair dealing.

289. Plaintiffs and members of the Nationwide Class sustained damages as a result of Verizon's breaches of the covenant of good faith and fair dealing.

### **COUNT III**

#### **Consumer Fraud**

##### **By All Plaintiffs on Behalf of the Nationwide Class**

290. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

291. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Class for violations of the following consumer fraud statutes:

- a. the Alabama Deceptive Trade Practices Act, Ala. Code 1975, § 8-19-1, *et seq.*;
- b. the Alaska Unfair Trade Practices and Consumer Protection Act, AS §



45.50.471, *et seq.*;

c. the Arizona Consumer Fraud Act, A.R.S §§ 44-1521, *et seq.*;

d. the Arkansas Deceptive Trade Practices Act, Ark. Code §§ 4-88-101, *et seq.*;

e. the California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*; California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*; and California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*

f. the Colorado Consumer Protection Act, C.R.S.A. §6-1-101, *et seq.*;

g. the Connecticut Unfair Trade Practices Act, C.G.S.A. § 42-110, *et seq.*;

h. the Delaware Consumer Fraud Act, 6 Del. C. § 2513, *et seq.*;

i. the D.C. Consumer Protection Procedures Act, DC Code § 28-3901, *et seq.*;

j. the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. § 501.201, *et seq.*;

k. the Georgia Fair Business Practices Act, OCGA § 10-1-390, *et seq.*;

l. the Hawaii Deceptive Practices Act, Haw. Rev. Stat. Ann. § 480-1, *et seq.*;

m. the Idaho Consumer Protection Act, I.C. § 48-601, *et seq.*;

n. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 501/1, *et seq.*;

o. the Indiana Deceptive Consumer Sales Act, IN ST § 24-5-0.5-2, *et seq.*;

p. The Iowa Private Right of Action for Consumer Frauds Act, Iowa Code Ann. § 714H.1, *et seq.*;

q. the Kansas Consumer Protection Act, K.S.A. § 50-623, *et seq.*;

- r. the Kentucky Consumer Protection Act, KRS 367.110, *et seq.*;
- s. the Louisiana Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401, *et seq.*;
- t. the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 205-A, *et seq.*;
- u. the Maryland Consumer Protection Act, MD Code, Commercial Law, § 13-301, *et seq.*;
- v. the Massachusetts Regulation of Business Practices for Consumers Protection Act, M.G.L.A. 93A, *et seq.*;
- w. the Michigan Consumer Protection Act, M.C.L.A. 445.901, *et seq.*;
- x. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.*;
- y. the Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-1, *et seq.*;
- z. the Missouri Merchandising Practices Act, V.A.M.S. § 407, *et seq.*;
- aa. the Montana Unfair Trade Practices and Consumer Protection Act of 1973, Mont. Code Ann. § 30-14-101, *et seq.*;
- bb. the Nebraska Consumer Protection Act, Neb. Rev. St. §§ 59-1601, *et seq.*;
- cc. the Nevada Deceptive Trade Practices Act, N.R.S. 41.600, *et seq.*;
- dd. the New Hampshire Regulation of Business Practices for Consumer Protection, N.H. Rev. Stat. § 358-A:1, *et seq.*;
- ee. the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.*; the New Jersey Truth in Consumer, Contract, Warranty and Notice Act, N.J.S.A. § 56:12-14, *et seq.*; and the New Jersey Uniform Declaratory Judgments Act, N.J.S.A. § 2A:16-51, *et seq.*

- ff. the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*  
and False Advertising Act, N.M. Stat. Ann. § 57-15-1, *et seq.*;
- gg. the New York General Business Law §§ 349 and 350;
- hh. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen Stat. § 75-1.1, *et seq.*;
- ii. the North Dakota Consumer Fraud Act, N.D. Cent. Code Chapter 51-15, *et seq.*;
- jj. the Ohio Consumer Sales Practices Act, R.C. 1345.01, *et seq.*;
- kk. the Oklahoma Consumer Protection Act, 15 O.S.2001, §§ 751, *et seq.*;
- ll. the Oregon Unlawful Trade Practices Act, O.R.S. § 646.605, *et seq.*;
- mm. the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*;
- nn. the Rhode Island Deceptive Trade Practices Act, G.L.1956 § 6-13.1-5.2(B), *et seq.*;
- oo. the South Carolina Unfair Trade Practices Act, SC Code 1976, §§ 39-5-10, *et seq.*;
- pp. the South Dakota Deceptive Trade Practices and Consumer Protection Act, SDCL § 37-24-1, *et seq.*;
- qq. the Tennessee Consumer Protection Act, T.C.A. § 47-18-101, *et seq.*;
- rr. the Texas Deceptive Trade Practices-Consumer Protection Act, V.T.C.A., Bus. & C. § 17.41, *et seq.*;
- ss. the Utah Consumer Sales Practices Act, UT ST § 13-11-1, *et seq.*;
- tt. the Vermont Consumer Fraud Act, 9 V.S.A. § 2451, *et seq.*;

- uu. the Virginia Consumer Protection Act of 1977, VA ST § 59.1-196, *et seq.*;
- vv. the Washington Consumer Protection Act, RCW Chapter 19.86;
- ww. the West Virginia Consumer Credit and Protection Act, W.Va. Code § 46A-1-101, *et seq.*;
- xx. the Wisconsin Deceptive Trade Practices Act, WIS. STAT. § 100.18, *et seq.*; and
- yy. the Wyoming Consumer Protection Act, WY ST § 40-12-101, *et seq.*

292. By the acts and omissions alleged herein, Defendant has violated and continues to violate the above-cited consumer fraud statutes, causing damage to Plaintiffs and the members of the Nationwide Class.

293. Plaintiffs and each member of the Nationwide Class reasonably relied on Defendant's acts and omissions alleged herein, specifically including Defendant's material misrepresentations, false advertisements, and deceptive policies and practices, and would not have purchased services and/or equipment from Defendant, or would have acted differently, had they known the truth about Defendant's policies and practices.

294. Plaintiffs have provided notice on behalf of themselves and the Class to the extent required by the above-cited consumer fraud statutes.

295. As a result of Defendant's violations, Plaintiffs and each Nationwide Class member have suffered damages and are therefore entitled to recover actual, statutory, and/or punitive damages, as well as attorneys' fees and costs, pursuant to the above consumer fraud statutes. Pursuant to these statutes, Plaintiffs and the Nationwide Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

**COUNT IV**

**Violations of the Alabama Deceptive Trade Practices Act**  
**(Ala. Code §§ 8-19, *et seq.*)**

**By Plaintiff Kendrick on Behalf of the Alabama Sub-Class**

296. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

297. Plaintiff Kendrick brings this claim on behalf of Plaintiff Kendrick and the Alabama Sub-Class under the Alabama Deceptive Trade Practices Act (Ala. Code §§ 8-19, *et seq.*).

298. Verizon's material misrepresentations, omissions, and failures to disclose as alleged herein were deceptive acts or practices in violation of the Alabama Deceptive Trade Practices Act (Ala. Code §§ 8-19, *et seq.*).

299. Verizon engaged in specific deceptive trade practices declared unlawful by the Alabama Deceptive Trade Practices Act, including:

a. Verizon represented that its wireless service plans had characteristics that they did not have (Ala. Code § 8-19-5(5));

b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Ala. Code § 8-19-5(9)); and

c. Verizon engaged in other unconscionable, false, misleading, or deceptive acts or practices in the conduct of trade or commerce (Ala. Code § 8-19-5(27)).

300. A person who violates the Act and causes monetary damage to another person is liable to that person for actual damages or \$100, whichever is greater. Ala. Code § 8-19-10(a)(1). The Act also expressly allows treble damages, Ala. Code § 8-19-10(a)(2), and also

provides mandatory attorneys' fees in any successful action where damages are recovered, or injunctive relief is obtained, Ala. Code § 8-19-10(a)(3).

301. Plaintiff Kendrick has provided notice on behalf of Plaintiff Kendrick and the Alabama Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

302. By the acts and omissions alleged herein, Defendant has violated and continues to violate the Alabama Deceptive Trade Practices Act (Ala. Code §§ 8-19, *et seq.*), causing damage to Plaintiff Kendrick and the Alabama Sub-Class.

303. As a result of Defendant's violations, Plaintiff and each Alabama Sub-Class member has suffered damages and is therefore entitled to recover their actual damages or \$100 per person, whichever is greater, as well as treble damages, attorneys' fees and costs and an injunction to halt Defendant's unlawful practices described herein.

## COUNT V

### **Violation of Arizona Consumer Fraud Act,** **Ariz. Rev. Stat. §§ 44-1521, *et seq.***

#### **By Plaintiff Bonham on Behalf of the Arizona Sub-Class**

304. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

305. Plaintiff Bonham brings this claim on behalf of herself and the Arizona Sub-Class under the Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, *et seq.*

306. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive trade practices in violation of the Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, *et seq.*

307. Ariz. Rev. Stat. § 44-1522(A) provides:

The act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.

308. The Arizona Supreme Court has held that the Act creates an implied private right of action for damages, including punitive damages. See Sellinger v. Freeway Mobile Home Sales, Inc., 521 P.2d 1119, 1122 (1974)

309. By the acts and omissions alleged herein, Defendant has violated and continues to violate Ariz. Rev. Stat. § 44-1522(A) and the Arizona Consumer Fraud Act, causing damage to Plaintiff Bonham and the Arizona Sub-Class.

310. As a result of Defendant's violations, Plaintiff and each Arizona Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, and/or punitive damages. Pursuant to the statute, Plaintiff and the Arizona Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

## COUNT VI

### **Violations of the Arkansas Deceptive Trade Practices Act** **(Ark. Code §§ 4-88-101, et seq.)**

#### **By Plaintiff Arterbury on Behalf of the Arkansas Sub-Class**

311. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

312. Plaintiff Arterbury brings this claim on behalf of herself and the Arkansas Sub-Class under the Arkansas Deceptive Trade Practices Act (Ark. Code §§ 4-88-101, et seq.).

313. Verizon's material misrepresentations, omissions, and failures to disclose as alleged herein were deceptive or unconscionable trade practices in violation of the Arkansas Deceptive Trade Practices Act (Ark. Code §§ 4-88-101, *et seq.*).

314. Verizon engaged in specific deceptive or unconscionable trade practices declared unlawful by the Arkansas Deceptive Trade Practices Act, including:

- a. Verizon knowingly represented that its wireless service plans had characteristics that they did not have (Ark. Code § 4-88-107(a)(1));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Ark. Code § 4-88-107(a)(3)); and
- c. Verizon engaged in unconscionable, false, or deceptive acts or practices in business, commerce, or trade (Ark. Code § 4-88-107(a)(10)).

315. Under the Act, “[a] person who suffers an actual financial loss as a result of his or her reliance on the use of a practice declared unlawful by this chapter may bring an action to recover his or her actual financial loss proximately caused by the offense or violation.” Ark. Code Ann. § 4-88-113(f)(1)(A).

316. Plaintiff Arterbury and each member of the Arkansas Sub-Class reasonably relied on Defendant's material misrepresentations, false advertisements, and deceptive policies and practices, and would not have purchased services and/or equipment from Defendant, or would have acted differently, had they known the truth about Defendant's policies and practices.

317. By the acts and omissions alleged herein, Defendant has violated the Arkansas Deceptive Trade Practices Act (Ark. Code §§ 4-88-101, *et seq.*), causing damage to Plaintiff Arterbury and the members of the Arkansas Sub-Class.



318. As a result of Defendant's violations, Plaintiff and each Arkansas Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, and/or punitive damages, as well as attorneys' fees and costs and an injunction to halt Defendant's unlawful practices described herein.

## COUNT VII

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

**By Plaintiffs MacClelland, Umberger, Willits, Branom, Brown, Carney, Frasch, Gagan, Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West on Behalf of the California Sub-Class**

319. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

320. Plaintiffs MacClelland, Umberger, Willits, Branom, Brown, Carney, Frasch, Gagan, Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West each bring this claim in his or her individual capacity, in his or her capacity as a private attorney general seeking the imposition of public injunctive relief to protect the general public, and as a representative of the California Sub-Class, under the California Consumers Legal Remedies Act ("CLRA") (Cal. Civ. Code § 1750, et seq.).

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

322. Plaintiffs and the California Sub-Class members are each "consumers," as defined by Cal. Civ. Code §1761(d).

323. The wireless service plans that Verizon marketed and sold are "services," as defined as defined by Cal. Civ. Code § 1761(b).

324. The purchases of Verizon's wireless service plans by Plaintiffs and California Sub-Class members are "transactions," as defined by Cal. Civ. Code § 1761(e).

325. Plaintiffs and California Sub-Class members purchased Verizon's wireless service plans for personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

326. Venue is proper under Cal. Civil Code § 1780(d) because Defendant does business throughout New Jersey, reside in and/or are citizens of New Jersey, and/or have their principle places of business in New Jersey.

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

328. Verizon intentionally deceived Plaintiffs and the California Sub-Class, and continues to deceive the general public, by:

- a. Misrepresenting the prices of Verizon's wireless service plans by advertising or quoting prices that do not include the monthly Administrative Charge;
- b. Inventing a bogus "Administrative Charge" out of whole cloth, when in fact the Administrative Charge is a disguised double-charge for the wireless service promised in the plan;
- c. Determining and setting the amount of, and increases to, the Administrative Charge based on Verizon's revenue targets or desires, and not on changes to Verizon's costs;

d. Misrepresenting the nature of the Administrative Charge, including by stating or indicating that the Administrative Charge is a tax, pass-through government cost, government or regulatory fee, or charge over which Verizon has no control;

e. Misrepresenting the nature of the Administrative Charge on the customer bill by stating it is a surcharge to “cover the costs that are billed to us by federal, state or local governments”; and

f. Failing to adequately or accurately disclose the existence of the Administrative Charge, its nature, or its amount.

329. Verizon’s conduct alleged herein has violated the CLRA in multiple respects, including, but not limited to, the following:

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

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

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

d. Verizon inserted unconscionable provisions in its consumer agreements, including, but not limited to, an arbitration clause which waives the right to seek public injunctive relief in any forum, in violation of California law (Cal. Civ. Code § 1770(a)(19)).

330. With respect to any omissions, Verizon at all relevant times had a duty to disclose the information in question because, *inter alia*: (a) Verizon had exclusive knowledge of material information that was not known to Plaintiffs and Class members; (b) Verizon concealed material

information from Plaintiffs and California Sub-Class members; and (c) Verizon made partial representations, including regarding the supposed monthly rate of its wireless service plans, which were false and misleading absent the omitted information.

331. Verizon's misrepresentations deceive and have a tendency to deceive the general public.

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

333. Plaintiffs and California Sub-Class members reasonably relied on Verizon's material misrepresentations, and would not have purchased, or would have paid less money for, Verizon's wireless services had they known the truth.

334. As a direct and proximate result of Verizon's violations of the CLRA, Plaintiffs and California Sub-Class members have been damaged and have lost money or property in the amount of the Administrative Charges they have been charged and paid. Moreover, Verizon continues to charge Plaintiffs and California Sub-Class members the Administrative Charge and may continue to increase its service prices via increases to the Administrative Charge.

335. Verizon's conduct alleged herein caused substantial injury to Plaintiffs, California Sub-Class members, and the general public.

336. Verizon's conduct is ongoing and is likely to continue and recur absent a permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing such practices.

337. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the truthfulness and

accuracy of Verizon's representations and advertisements regarding its wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon post-paid wireless service plans and Verizon device installment plans in the future.

338. Monetary damages are not an adequate remedy at law for future harm for many reasons. **First**, damages are not an adequate remedy for *future* harm because they will not prevent Verizon from continuing its unlawful conduct. **Second**, damages for *future* harm cannot be calculated with certainty and thus cannot be awarded. For example, it is impossible to know: (1) how many phone lines Plaintiffs may want or need in the future (including for phones, computer tablets, or automobile hot spots); (2) what Verizon's future per-line Administrative Charge will be (given that Verizon has repeatedly increased the Administrative Charge such that it has thus far doubled since 2015); or (3) how many months Plaintiffs would continue to subscribe to Verizon but for the unlawful conduct. Because these factors are unknown, damages are impossible to calculate and cannot be awarded for future harm. **Third**, injunctive relief is necessary (and monetary damages do not provide a plain, adequate and complete remedy) because, without forward-looking injunctive relief enjoining the unlawful practices, the courts would be flooded with future lawsuits by the general public, the California Sub-Class members, and the Plaintiffs for future violations of the law by Verizon.

339. Plaintiffs, on behalf of themselves and as private attorneys general, seek public injunctive relief under the CLRA to protect the general public from Verizon's false advertisements and omissions.

340. In accordance with California Civil Code § 1782(a), Plaintiffs, through counsel, served Verizon with notice of its CLRA violations by USPS certified mail, return receipt requested, on November 3, 2021. Verizon refused to give any correction or remedy whatsoever

to Plaintiffs for their CLRA violations. Accordingly, pursuant to Sections 1780 and 1782(b) of the CLRA, Plaintiffs and the California Sub-Class are entitled to recover actual damages, punitive damages, attorneys' fees and costs, and any other relief the Court deems proper for Verizon's CLRA violations.

## COUNT VIII

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

**By Plaintiffs MacClelland, Umberger, Willits, Branom, Brown, Carney, Frasch, Gagan, Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West on Behalf of the California Sub-Class**

341. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

342. Plaintiffs MacClelland, Umberger, Willits, Branom, Brown, Carney, Frasch, Gagan, Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West each bring this claim in his or her individual capacity, in his or her capacity as a private attorney general seeking the imposition of public injunctive relief to protect the general public, and as a representative of the California Sub-Class, under the California False Advertising Law ("FAL") (Cal. Bus. & Profs. Code § 17500, *et seq.*).

343. By its conduct alleged herein, Verizon has committed acts of untrue and misleading advertising, as defined by and in violation of California Business & Professions Code § 17500, *et seq.*, also known as California's False Advertising Law ("FAL"). These acts include but are not limited to:

a. Misrepresenting the prices of Verizon's wireless service plans by advertising or quoting prices that do not include the monthly Administrative Charge;

b. Misrepresenting the nature of the Administrative Charge, including by stating or indicating that the Administrative Charge is a tax, pass-through government cost, government or regulatory fee, or charge over which Verizon has no control; and

c. Failing to adequately or accurately disclosed the existence of the Administrative Charge, its nature, or its amount.

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

345. Verizon's misrepresentations deceive and have a tendency to deceive the general public.

346. Verizon intentionally deceived Plaintiffs and California Sub-Class members, and continues to deceive the public.

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

348. Plaintiffs and California Sub-Class members reasonably relied on Verizon's material misrepresentations, and would not have purchased, or would have paid less money for, Verizon's wireless services had they known the truth.

349. By its conduct and omissions alleged herein, Verizon received more money from Plaintiffs and California Sub-Class members than it should have received, including the excess Administrative Charges that Verizon charged Plaintiffs and the California Sub-Class on top of the advertised prices for the service plans, and that money is subject to restitution.

350. By its conduct and omissions alleged herein, Verizon caused the demand for its post-paid wireless service plans to be artificially increased and caused all customers of those plans, including Plaintiffs and the California Sub-Class, to pay premiums to Verizon.

351. As a direct and proximate result of Verizon's violations of the FAL, Plaintiffs and California Sub-Class members have been harmed and lost money.

352. Verizon's conduct has caused substantial injury to Plaintiffs, California Sub-Class members, and the general public.

353. Verizon's conduct is ongoing and is likely to continue and recur absent a permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing such practices.

354. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the truthfulness and accuracy of Verizon's representations and advertisements regarding its wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon post-paid wireless service plans and Verizon device installment plans in the future.

355. Monetary damages are not an adequate remedy at law, as described in Paragraph 344 above.

356. Plaintiffs, on behalf of themselves and as private attorneys general, seek public injunctive relief under the FAL to protect the general public from Verizon's false advertising—including enjoining Verizon from: (1) advertising or quoting a wireless service plan price if that price does not include any applicable monthly service charges such as the Administrative Charge, and (2) misrepresenting the nature of the Administrative Charge, including by stating or indicating that the Administrative Charge is a tax, pass-through government cost, government or



regulatory fee, or charge over which Verizon has no control.

357. Plaintiffs further seek an order granting restitution to Plaintiffs and California Sub-Class members in an amount to be proven at trial. Plaintiffs further seek an award of attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

## COUNT IX

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

**By Plaintiffs MacClelland, Umberger, and Willits, Branom, Brown, Carney, Frasch, Gagan, Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West Behalf of the California Sub-Class**

358. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

359. Plaintiffs MacClelland, Umberger, Willits, Branom, Brown, Carney, Frasch, Gagan, Gutierrez, Jenkins, Johnson, Kaupelis, Kaye, Lisner, Lough, Massaro, Monsour, Perez, Pozzuoli, Reed, Schramm, Showalter, St. Jarre, Stern, Edna Toy, Teresa Toy, and West each bring this claim in his or her individual capacity, in his or her capacity as a private attorney general seeking the imposition of public injunctive relief to protect the general public, and as a representative of the California Sub-Class, under the California Unfair Competition Law ("UCL") (Cal. Bus. & Profs. Code § 17200, *et seq.*).

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

361. Verizon has violated the UCL by engaging in the following **unlawful** business acts and practices:

- a. Making material misrepresentations in violation of Cal. Civ. Code §§

1770(a)(5), (9) and (16) (the CLRA);

b. Inserting unconscionable provisions in its consumer agreements in violation of Cal. Civ. Code § 1770(a)(19) (the CLRA), including, but not limited to, an arbitration clause which waives the right to seek public injunctive relief in any forum in violation of California law;

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

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

362. Verizon has violated the UCL by engaging in the following **unfair** and **fraudulent** business acts and practices:

a. Misrepresenting the prices of Verizon’s wireless service plans by advertising or quoting prices that do not include the monthly Administrative Charge;

b. Inventing a bogus “Administrative Charge” out of whole cloth, when in fact the Administrative Charge is a disguised double-charge for the wireless service promised in the plan;

c. Determining and setting the amount of, and increases to, the Administrative Charge based on Verizon’s revenue targets or desires, and not on changes to Verizon’s costs;

d. Misrepresenting the nature of the Administrative Charge, including by stating or indicating that the Administrative Charge is a tax, pass-through government cost, government or regulatory fee, or charge over which Verizon has no control;

e. Misrepresenting the nature of the Administrative Charge on the customer bill by stating it is a surcharge to “cover the costs that are billed to us by federal, state or local

governments”; and

f. Failing to adequately or accurately disclose the existence of the Administrative Charge, its nature, or its amount.

363. Verizon’s misrepresentations were likely to mislead reasonable consumers.

364. Verizon’s misrepresentations deceive and have a tendency to deceive the general public.

365. Verizon’s misrepresentations are material, in that a reasonable person would attach importance to the information and would be induced to act on the information in making purchase decisions.

366. Verizon intentionally deceived Plaintiffs and California Sub-Class members, and continues to deceive the public.

367. Plaintiffs and California Sub-Class members reasonably relied on Verizon’s material misrepresentations, and would not have purchased, or would have paid less money for, Verizon’s wireless services had they known the truth.

368. By its conduct alleged herein, Verizon received more money from Plaintiffs and California Sub-Class members than it should have received, including the excess Administrative Charges that Verizon charged Plaintiffs and the California Sub-Class on top of the advertised prices for the service plans, and that money is subject to restitution.

369. As a direct and proximate result of Verizon’s unfair, unlawful, and fraudulent conduct, Plaintiffs and California Sub-Class members lost money.

370. Verizon’s conduct alleged herein is immoral, unethical, oppressive, unscrupulous, unconscionable, and substantially injurious to Plaintiffs, California Sub-Class members, and the general public. Perpetrating a years-long scheme of misleading and overcharging customers is

immoral, unethical, and unscrupulous. Moreover, Verizon's conduct is oppressive and substantially injurious to consumers. By its conduct alleged herein, Verizon has improperly extracted hundreds of millions of dollars from the California Sub-Class. There is no utility to Verizon's conduct, and even if there were any utility, it would be significantly outweighed by the gravity of the harm to consumers caused by Verizon's conduct alleged herein.

371. Verizon's conduct is ongoing and is likely to continue and recur absent a permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing such practices.

372. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the truthfulness and accuracy of Verizon's representations and advertisements regarding its wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon post-paid wireless service plans and Verizon device installment plans in the future.

373. Monetary damages are not an adequate remedy at law, as described in Paragraph 344 above.

374. Plaintiffs, on behalf of themselves and as private attorneys general, seek public injunctive relief under the UCL to protect the general public from Verizon's false advertisements and misrepresentations.

375. Plaintiffs further seek an order granting restitution to Plaintiffs and California Sub-Class members in an amount to be proven at trial. Plaintiffs further seek an award of attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

**COUNT X****Violations of the Colorado Consumer Protection Act,  
Colo. Rev. Stat. Ann. §§ 6-1-101, et seq.****By Plaintiff Gamblin on Behalf of the Colorado Sub-Class**

376. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

377. Plaintiff Gamblin brings this claim on behalf of herself and the Colorado Sub-Class under the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. §§ 6-1-101, *et seq.*

378. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive trade practices in violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. §§ 6-1-101, *et seq.*

379. Verizon engaged in specific deceptive trade practices declared unlawful by the Colorado Consumer Protection Act, including, *inter alia*:

a. Verizon knowingly or recklessly represented that its wireless service plans had characteristics that they did not have (Colo. Rev. Stat. Ann. § 6-1-105(1)(e));

b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Colo. Rev. Stat. Ann. § 6-1-105(1)(i));

c. Verizon made false or misleading statements of fact concerning the prices of its wireless service plans (Colo. Rev. Stat. Ann. § 6-1-105(1)(l));

d. Verizon failed to disclose material information concerning the prices of its wireless service plans which was known by Verizon at the time of sale, and which was intended to induce the consumer to enter into a transaction (Colo. Rev. Stat. Ann. § 6-1-105(1)(u)); and

e. Verizon knowingly or recklessly engaged in unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent acts or practices (Colo. Rev. Stat. Ann. §

6-1-105(1)(kkk)).

380. The Act allows a person who has been injured as a result of a deceptive trade practice to recover actual damages or \$500, whichever is greater. Colo. Rev. Stat. Ann. § 6-1-113(2)(a). The Act also expressly allows treble damages, Colo. Rev. Stat. Ann. § 6-1-113(2)(a)(III), and provides for mandatory attorneys' fees in any successful action. Colo. Rev. Stat. Ann. § 6-1-113(2)(b).

381. By the acts and omissions alleged herein, Defendant has violated the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. §§ 6-1-101, *et seq.*, causing damage to Plaintiff Gamblin and the members of the Colorado Sub-Class.

382. As a result of Defendant's violations, Plaintiff Gamblin and each member of the Colorado Sub-Class have suffered damages and are therefore entitled to recover damages or \$500 per person (whichever is greater). Plaintiff Gamblin and each member of the Colorado Sub-Class are also entitled to treble damages and attorneys' fees and costs. Plaintiff Gamblin and the members of the Colorado Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices.

## COUNT XI

### **Violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.***

#### **By Plaintiff Albaitis on Behalf of the Connecticut Sub-Class**

383. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

384. Plaintiff Albaitis brings this claim on behalf of herself and the Connecticut Sub-Class under the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.*

385. The Act prohibits a person from engaging "in unfair methods of competition and

unfair or deceptive acts or practices in the conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b(a).

386. Specifically, Conn. Gen. Stat. § 42-110g(a) provides:

Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by section 42-110b, may bring an action in the judicial district in which the plaintiff or defendant resides or has his principal place of business or is doing business, to recover actual damages. Proof of public interest or public injury shall not be required in any action brought under this section.

387. The Act expressly permits punitive damages in addition to actual damages and equitable relief. Conn. Gen. Stat. § 42-110g(a).

388. By the acts and omissions alleged herein, Defendant has violated the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.*, causing damage to Plaintiff Albaitis and the members of the Connecticut Sub-Class.

389. As a result of Defendant’s violations, Plaintiff Albaitis and each Connecticut Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Albaitis and the Connecticut Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

## COUNT XII

### **Violation of the Delaware Consumer Fraud Act (Del. Code Ann. tit. 6, §§ 2511, *et seq.*) and the Delaware Deceptive Trade Practices Act (Del. Code Ann. tit. 6, §§ 2531, *et seq.*)**

#### **By Plaintiff Caldwell on Behalf of the Delaware Sub-Class**

390. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

391. Plaintiff Caldwell brings this claim on behalf of herself and the Delaware Sub-

Class under the Delaware Consumer Fraud Act (Del. Code Ann. tit. 6, §§ 2511, *et seq.*) and the Delaware Deceptive Trade Practices Act (Del. Code Ann. tit. 6, §§ 2531, *et seq.*).

392. Verizon’s material misrepresentations, omissions, and failures to disclose were unlawful practices in violation of section 2513(a) of the Delaware Consumer Fraud Act, which provides:

The act, use, or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale, lease, receipt, or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is an unlawful practice.

393. Additionally, Verizon engaged in specific deceptive trade practices declared unlawful by the Delaware Deceptive Trade Practices Act, including:

- a. Verizon represented that its wireless service plans had characteristics that they did not have (Del. Code Ann. tit. 6, § 2532(a)(5));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Del. Code Ann. tit. 6, § 2532 (a)(9)); and
- c. Verizon engaged in conduct that created a likelihood of confusion or of misunderstanding (Del. Code Ann. tit. 6, § 2532(a)(12)).

394. The Delaware Consumer Fraud Act allows “any victim of a violation” of the Act to bring an action to recover actual damages. Del. Code Ann. tit. 6, § 2525(a). A person may also obtain an injunction to permanently enjoin the unlawful act or practice. Del. Code Ann. tit. 6, § 2523. Additionally, the Delaware Deceptive Trade Practices Act provides mandatory treble damages. Del. Code Ann. tit. 6, § 2533(c).

395. By the acts and omissions alleged herein, Defendant has violated the Delaware Consumer Fraud Act (Del. Code Ann. tit. 6, §§ 2511, *et seq.*) and the Delaware Deceptive Trade



Practices Act (Del. Code Ann. tit. 6, §§ 2531, *et seq.*), causing damage to Plaintiff Caldwell and the members of the Delaware Sub-Class.

396. As a result of Defendant's violations, Plaintiff Caldwell and each Delaware Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Caldwell and the Delaware Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

### COUNT XIII

**Violation of the District of Columbia Consumer Protection Procedures Act,  
D.C. Code §§ 28-3901, *et seq.***

**By Plaintiff Hines on Behalf of the District of Columbia Sub-Class**

397. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

398. Plaintiff Hines brings this claim on behalf of herself and the District of Columbia Sub-Class under the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq.*

399. The Act prohibits unfair or deceptive trade practices and "establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia." D.C. Code § 28-3901(c).

400. Verizon engaged in specific deceptive trade practices declared unlawful by the Act, including:

a. Verizon misrepresented material facts concerning its wireless service plans which had a tendency to mislead (D.C. Code § 28-3904(e));

b. Verizon failed to state material facts concerning its wireless service plans where such failures tended to mislead (D.C. Code § 28-3904(f));

c. Verizon advertised its wireless service plans with an intent not to sell them as advertised (D.C. Code § 28-3904(h)); and

d. Verizon represented that its wireless service plans were supplied in accordance with a previous representation when they were not (D.C. Code § 28-3904(u)).

401. The District of Columbia Consumer Protection Procedures Act allows any consumer “to bring an action seeking relief from the use of a trade practice in violation of a law of the District.” D.C. Code § 28-3905(k)(1)(A). The Act provides for the recovery of actual damages and for an injunction to stop the use of the unlawful trade practice.

402. Additionally, the Act provides for the recovery of treble damages, or \$1,500 per violation, whichever is greater. D.C. Code § 28-3905(k)(2)(A). The Act also provides for punitive damages. D.C. Code § 28-3905(k)(2)(C). The Act provides for the recovery of reasonable attorney’s fees. D.C. Code § 28-3905(k)(2)(B).

403. By the acts and omissions alleged herein, Defendant has violated the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq.*, causing damage to Plaintiff Hines and the members of the District of Columbia Sub-Class.

404. As a result of Defendant’s violations, Plaintiff Hines and each District of Columbia Sub-Class member has suffered damages and is therefore entitled to recover actual, treble, and punitive damages, or \$1,500 per person in statutory damages per violation if greater, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Hines and the District of Columbia Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

**COUNT XIV****Violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”),  
Fla. Stat. §§ 501.201, et seq.****By Plaintiffs Capri, Hurtt, Santos, and Sexton on Behalf of the Florida Class**

405. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein.

406. Plaintiffs Art Capri, Jennifer Hurtt, Jon Santos, and Terry Sexton (“Florida Plaintiffs”) bring this claim on behalf of themselves and the Florida Sub-Class.

407. Florida Plaintiffs are each “consumers” within the meaning of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. § 501.203(7)

408. Defendant engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8).

409. FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce...” Fla. Stat. § 501.204(1). Defendant participated in unfair and deceptive trade practices that violated FDUTPA as described herein.

410. Defendant has engaged, and continue to engage, in a course of conduct designed to mislead consumers. Defendant’s practice of misrepresenting the price of its wireless service plans as well as the nature of the Administrative Charge is unfair and deceptive. Defendant’s practice of failing to notify consumers about the Administrative Charge prior to signing up, and then disguising and misrepresenting the nature of the Administrative Charge on the bill, is also deceptive.

411. A reasonable person entering into a wireless service contract would likely be misled into believing that there are no additional charges (such as the Administrative Charge) for

providing service above and beyond the advertised service price. And, even if a reasonable person became aware of the existence of the Administrative Charge after entering into a wireless service contract with Defendant, said reasonable person would believe, based on the misrepresentations by Defendant, that the Administrative Charge is a legitimate surcharge remitted to the government or somehow tied to legitimate operating costs. However, that is not the case.

412. As a result of Defendant's deceptive and unfair trade practices, Florida Plaintiffs and the Florida Sub-Class have suffered damages.

413. Florida Plaintiffs and the Florida Sub-Class are entitled to injunctive relief under Fla. Stat. § 501.211(1) and to recover their actual damages under Fla. Stat. § 501.211(2), attorneys' fees under Fla. Stat. § 501.2105(1), and any other just and proper relief available under the FDUTPA.

## COUNT XV

### **Violation of the Georgia Fair Business Practices Act, Ga. Code §§ 10-1- 390, et seq.**

#### **By Plaintiff Dyer on Behalf of the Georgia Sub-Class**

414. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

415. Plaintiff Dyer brings this claim on behalf of herself and the Georgia Sub-Class under the Georgia Fair Business Practices Act, Ga. Code §§ 10-1- 390, et seq.

416. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive practices in violation of the Georgia Fair Business Practices Act, Ga. Code §§ 10-1- 390, et seq.

417. Verizon engaged in specific unfair or deceptive acts or practices declared

unlawful by the Georgia Fair Business Practices Act, including, *inter alia*:

- a. Verizon represented that its wireless service plans had characteristics that they did not have (Ga. Code § 10-1-393(b)(5)); and
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Ga. Code § 10-1-393(b)(9)).

418. The Georgia Fair Business Practices Act allows any person who has suffered “injury or damages” as a result of a violation of the Act to bring an action to seek injunctive relief and to recover his or her general and exemplary damages. Ga. Code § 10-1-399(a). The Act also expressly allows treble damages. Ga. Code § 10-1-399(c).

419. Plaintiff Dyer has provided notice on behalf of herself and the Georgia Sub-Class as required by Ga. Code § 10-1-399(b) in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

420. By the acts and omissions alleged herein, Defendant has violated the Georgia Fair Business Practices Act, Ga. Code §§ 10-1- 390, *et seq.*, causing damage to Plaintiff Dyer and the members of the Georgia Sub-Class.

421. As a result of Defendant’s violations, Plaintiff Dyer and each Georgia Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Dyer and the Georgia Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

## COUNT XVI

### Violation of the Hawaii Deceptive Practices Act, Haw. Rev. Stat. Ann. §§ 480-1, et seq.

#### **By Plaintiffs Casey, Lacuesta, Hunt, and Oshiro on Behalf of the Hawaii Class**

422. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein.

423. Plaintiffs Debra Casey, Michelle Lacuesta, Jerry Hunt, and Sandra Oshiro bring this claim on behalf of themselves and the Hawaii Sub-Class.

424. HRS §480-2 declares that “Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful” and further provides that “No showing that the proceeding or suit would be in the public interest is necessary in any action brought under this section.” (citation omitted).

425. HRS § 480-13(b) (1993) provides that:

“Any consumer who is injured by any unfair or deceptive act or practice forbidden or declared unlawful by section 480-2:

(1) May sue for damages sustained by the consumer, and, if the judgment is for the plaintiff, the plaintiff shall be awarded a sum not less than \$1,000 or threefold damages by the plaintiff sustained, whichever sum is the greater, and reasonable attorney’s fees together with the costs of suit . . . ;  
and

(2) May bring proceedings to enjoin the unlawful practices, and if the decree is for the plaintiff, the plaintiff shall be awarded reasonable attorney’s fees together with the cost of suit.

426. HRS chapter 480 defines the term “consumer” in relevant part to mean “a natural person who, primarily for personal, family, or household purposes, purchases, attempts to purchase, or is solicited to purchase goods or services[.]” HRS § 480-1 (1993) (emphasis added).

427. Thus, the plain language of the statute reflects that the legislature intended not only to protect persons who actually purchased goods or services as a result of unfair or

deceptive acts and practices, but also those who attempted or were solicited to do so.

428. Accordingly, by the plain language of the entire statute, no actual purchase is necessary as a prerequisite to a consumer recovering damages under HRS § 480-13, based on injuries stemming from violations of HRS § 480-2.

429. Moreover, the \$1,000 assured minimum recovery manifests a legislative intent to do more than simply prevent unjust enrichment at the expense of consumers who purchased relatively inexpensive goods. Rather, HRS chapter 480's paramount purpose was to "encourage those who have been victimized by persons engaging in unfair or deceptive acts or practices to prosecute their claim," thereby affording "an additional deterrent to those who would practice unfair and deceptive business acts." Sen. Stand. Comm. Rep. No. 600, in 1969 Senate Journal, at 1111; Hse. Stand. Comm. Rep. No. 661, in 1969 House Journal, at 882-883.

430. Thus, the Hawaii legislature sought to protect all "consumers" adversely affected by unfair or deceptive acts or practices. It therefore follows that the \$1,000 assured minimum recovery was intended to be available to all consumers, including each member of the Hawaii Sub-Class, who could demonstrate damages.

431. The foregoing statutory construction is consistent with HRS chapter 480's function as a mechanism for abating practices that potentially injure consumers in general. See Kukui Nuts of Hawaii v. R. Baird & Co., Inc., 7 Haw. App. 598, 610, 789 P.2d 501, 510 (1990); Beerman v. Toro Manufacturing Corp., 1 Haw. App. 111, 117, 615 P.2d 749, 754 (1980).

432. Thus, if a consumer can establish a resulting injury, HRS § 480-13(b)(1) entitles him or her to the greater of \$1,000 or treble damages.

433. By the acts alleged herein, Defendant has engaged in "Unfair methods of competition and unfair or deceptive acts or practices" in the sale of services primarily for

personal, family, or household purposes to Plaintiffs Casey, Lacuesta, Hunt, and Oshiro and the members of the Hawaii Sub-Class.

434. Moreover, this matter is in the public interest.

435. By the acts alleged herein, Plaintiffs Casey, Lacuesta, Hunt, and Oshiro and the members of the Hawaii Sub-Class have been damaged by these unfair and deceptive practices and therefore seek actual damages, the greater of treble damages or \$1,000 per person, an injunction to bar these practices, and reasonable attorney's fees.

## COUNT XVII

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. Ann. 505/1, et seq., and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. Ann. 510/1, et seq.**

**By Plaintiffs Corbin, Pachecho and Taylor  
on Behalf of the Illinois Sub-Class**

436. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

437. Plaintiffs Corbin, Pachecho and Taylor bring this claim on behalf of themselves and the Illinois Sub-Class under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. Ann. 505/1, et seq., and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. Ann. 510/1, et seq.

438. Verizon's material misrepresentations, omissions, and failures to disclose described herein were deceptive acts or practices in violation of section 505/2 of the Illinois Consumer Fraud and Deceptive Business Practices Act, which provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the



use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

439. Additionally, Verizon engaged in specific deceptive trade practices declared unlawful by the Illinois Uniform Deceptive Trade Practices Act, including, *inter alia*:

- a. Verizon represented that its wireless service plans had characteristics that they did not have (815 Ill. Comp. Stat. Ann. 510/2(a)(5));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (815 Ill. Comp. Stat. Ann. 510/2(a)(9)); and
- c. Verizon engaged in conduct that created a likelihood of confusion or of misunderstanding (815 Ill. Comp. Stat. Ann. 510/2(a)(12)).

440. The Illinois Consumer Fraud and Deceptive Business Practices Act allows any person who has suffered actual damage as a result of a violation of the Act to bring an action to recover actual damages. 815 Ill. Comp. Stat. Ann. 505/10a(a). A person may also obtain an injunction to permanently enjoin the unlawful trade practices. 815 Ill. Comp. Stat. Ann. 510/3.

441. By the acts and omissions alleged herein, Defendant has violated Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. Ann. 505/1, *et seq.*, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. Ann. 510/1, *et seq.*, causing damage to Plaintiffs Corbin, Pachecho and Taylor and the members of the Illinois Sub-Class.

442. As a result of Defendant’s violations, Plaintiffs Corbin, Pachecho and Taylor and each Illinois Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the

statute, Plaintiffs Corbin, Pachecho and Taylor and the Illinois Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

### COUNT XVIII

**Violation of the Indiana Deceptive Consumer Sales Act,**  
**Ind. Code Ann. §§ 24-5-0.5-1, et seq.**

**By Plaintiffs Baker and Conover on Behalf of the Indiana Sub-Class**

443. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

444. Plaintiffs Baker and Conover bring this claim on behalf of themselves and the Indiana Sub-Class under the Indiana Deceptive Consumer Sales Act, Ind. Code Ann. §§ 24-5-0.5-1, *et seq.*

445. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair, abusive, or deceptive acts or practices in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code Ann. §§ 24-5-0.5-1, *et seq.*

446. Section 24-5-0.5-3(a) of the Indiana Deceptive Consumer Sales Act states that a "supplier may not commit an unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction."

447. The Act allows a person who has relied upon an uncured or incurable deceptive act to "bring an action for the damages actually suffered as a consumer as a result of the deceptive act or five hundred dollars (\$500), whichever is greater." Ind. Code Ann. § 24-5-0.5-4(a).

448. The Act also expressly allows treble damages. Ind. Code Ann. § 24-5-0.5-4(a). And, where the person is an elder (age 60 or older), treble damages are permitted as a matter of right. Ind. Code Ann. § 24-5-0.5-4(i).

449. Plaintiffs Baker and Conover and each member of the Indiana Sub-Class reasonably relied on Defendant's material misrepresentations, false advertisements, and deceptive policies and practices, and would not have purchased services and/or equipment from Defendant, or would have acted differently, had they known the truth about Defendant's policies and practices.

450. Plaintiffs Baker and Conover have provided notice on behalf of themselves and the Indiana Sub-Class as required by Ind. Code Ann. § 24-5-0.5-5 in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice. Nevertheless, Plaintiffs specifically allege that notice is not required because Defendant's conduct constitutes "incurable deceptive acts," in that they were done by a supplier as part of a scheme, artifice, or device with intent to defraud or mislead. Ind. Code Ann. § 24-5-0.5-2(8).

451. By the acts and omissions alleged herein, Defendant has violated the Indiana Deceptive Consumer Sales Act, Ind. Code Ann. §§ 24-5-0.5-1, *et seq.*, causing damage to Plaintiffs Baker and Conover and the members of the Indiana Sub-Class.

452. As a result of Defendant's violations, Plaintiffs Baker and Conover and each member of the Indiana Sub-Class have suffered damages and are therefore entitled to recover damages or \$500 per person (whichever is greater). Plaintiffs Baker and Conover and each member of the Indiana Sub-Class are also entitled to treble damages and attorneys' fees and costs. Plaintiffs Baker and Conover and the members of the Indiana Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices.

**COUNT XIX**

**Violation of the Iowa Private Right of Action for Consumer Frauds Act,  
Iowa Code §§ 714H.1, et seq.**

**By Plaintiff Scott on Behalf of the Iowa Sub-Class**

453. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

454. Plaintiff Scott brings this claim on behalf of herself and the Iowa Sub-Class under the Iowa Private Right of Action for Consumer Frauds Act, Iowa Code §§ 714H.1, *et seq.*

455. Iowa Code § 714H.3(1) provides:

A person shall not engage in a practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or omission in connection with the advertisement, sale, or lease of consumer merchandise, or the solicitation of contributions for charitable purposes.

456. The Act allows “[a] consumer who suffers an ascertainable loss of money or property as the result of a prohibited practice or act in violation of this chapter” to bring an action to recover actual damages and equitable relief, including injunctive relief “necessary to protect the public from further violations.” Iowa Code § 714H.5(1).

457. The Act also expressly allows treble damages. Iowa Code § 714H.5(4).

458. Additionally, Iowa Code Ann. § 714D.3 provides: “The act, use, or employment by a person of deception or an unfair practice in connection with the lease, sale, or advertisement of a telecommunications service or the solicitation of authority to provide or execute a change of a telecommunications service is an unlawful practice.”

459. By the acts and omissions alleged herein, Defendant has violated the Iowa Private Right of Action for Consumer Frauds Act, Iowa Code §§ 714H.1, *et seq.*, as well as Iowa Code

Ann. § 714D.3, causing damage to Plaintiff Scott and the members of the Iowa Sub-Class.

460. As a result of Defendant's violations, Plaintiff Scott and each Iowa Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Scott and the Iowa Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

## COUNT XX

### **Violation of the Kansas Unfair Trade and Consumer Protection Act** **(Kan. Stat. §§ 50-623, *et seq.*)**

#### **By Plaintiff Lowrey on Behalf of the Kansas Sub-Class**

461. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

462. Plaintiff Lowrey brings this claim on behalf of himself and the Kansas Sub-Class under the Kansas Unfair Trade and Consumer Protection Act (Kan. Stat. §§ 50-623, *et seq.*).

463. Verizon's material misrepresentations, omissions, and failures to disclose alleged herein were false, misleading, or deceptive acts or practices in violation of the Kansas Unfair Trade and Consumer Protection Act (Kan. Stat. §§ 50-623, *et seq.*).

464. Verizon engaged in specific deceptive acts or practices declared unlawful by the Kansas Unfair Trade and Consumer Protection Act, including:

- a. Verizon knowingly made representations that its wireless service plans had characteristics that they did not have (Kan. Stat. § 50-626(b)(1)(A));
- b. Verizon willfully made false or ambiguous oral or written representations as to material facts regarding its wireless service plans (Kan. Stat. § 50-626(b)(2)); and
- c. Verizon willfully failed to state material facts, or willfully concealed,

suppressed or omitted material facts regarding its wireless service plans (Kan. Stat. § 50-626(b)(3)).

465. The Act allows a person who has been “aggrieved by a violation of this act” to recover actual damages or a civil penalty of \$10,000, whichever is greater. Kan. Stat. § 50-634(b). The Act also permits a person to obtain declaratory and injunctive relief. Kan. Stat. § 50-634(a). Additionally, when a consumer is an elder (age 60 or older), the Act allows the person to recover an additional \$10,000 civil penalty. Kan. Stat. Ann. § 50-677.

466. By the acts and omissions alleged herein, Defendant has violated the Kansas Unfair Trade and Consumer Protection Act (Kan. Stat. §§ 50-623, *et seq.*), causing damage to Plaintiff Lowrey and the members of the Kansas Sub-Class.

467. As a result of Defendant’s violations, Plaintiff Lowrey and each Kansas Sub-Class member has suffered damages and is therefore entitled to recover actual and/or punitive damages, or statutory damages in the form of a \$10,000 civil penalty if greater, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Lowrey and the Kansas Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

## COUNT XXI

### **Violation of the Kentucky Consumer Protection Act,** **Ky. Rev. Stat. Ann. §§ 367.110, *et seq.***

#### **By Plaintiff Frey on Behalf of the Kentucky Sub-Class**

468. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

469. Plaintiff Frey brings this claim on behalf of herself and the Kentucky Sub-Class under the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et seq.*

470. The Act prohibits the use of “[u]nfair, false, misleading, or deceptive acts or

practices in the conduct of any trade or commerce.” Ky. Rev. Stat. Ann. § 367.170(1).

471. The Act allows a person who “suffers any ascertainable loss of money or property, real or personal, as the result of the use or employment by another person of a method, act or practice declared unlawful” to bring an action to recover actual damages and equitable relief. Ky. Rev. Stat. Ann. § 367.220(1).

472. The Act also expressly permits punitive damages. Ky. Rev. Stat. Ann. § 367.220(1).

473. By the acts and omissions alleged herein, Defendant has violated the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et seq.*, causing damage to Plaintiff Frey and the members of the Kentucky Sub-Class.

474. As a result of Defendant’s violations, Plaintiff Frey and each Kentucky Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Frey and the Kentucky Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

## COUNT XXII

### **Violation of the Louisiana Unfair Trade Practices and Consumer Protection Law, La. Stat. Ann. §§ 51:1401, *et seq.***

#### **By Plaintiff Graff on Behalf of the Louisiana Sub-Class**

475. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

476. Plaintiff Graff brings this claim on behalf of herself and the Louisiana Sub-Class under the Louisiana Unfair Trade Practices and Consumer Protection Law, La. Stat. Ann. §§ 51:1401, *et seq.*

477. The Law prohibits the use of “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” La. Stat. Ann. § 51:1405(A).

478. The Law permits a person “who suffers any ascertainable loss of money or movable property” as a result of an unfair or deceptive act or practice declared unlawful to recover actual damages. La. Stat. Ann. § 51:1409(A).

479. By the acts and omissions alleged herein, Defendant has violated the Louisiana Unfair Trade Practices and Consumer Protection Law, La. Stat. Ann. §§ 51:1401, *et seq.*, causing damage to Plaintiff Graff and the members of the Louisiana Sub-Class.

480. As a result of Defendant’s violations, Plaintiff Graff and each Louisiana Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs and an injunction to halt Defendant’s unlawful practices described herein.

### COUNT XXIII

#### **Violation of the Maine Unfair Trade Practices Act, Me. Stat. tit. 5 §§ 205, *et seq.***

##### **By Plaintiff Sutton on Behalf of the Maine Sub-Class**

481. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

482. Plaintiff Sutton brings this claim on behalf of herself and the Maine Sub-Class under the Maine Unfair Trade Practices Act, Me. Stat. tit. 5 §§ 205, *et seq.*

483. Verizon’s material misrepresentations, omissions, and failures to disclose were “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of ... trade or commerce.” Me. Stat. tit. 5 § 207.



484. The Act allows a person who “suffers any loss of money or property, real or personal, as a result of the use or employment by another person of a method, act or practice declared unlawful” to bring an action to recover actual damages, restitution, and other equitable relief, including injunctive relief. Me. Stat. tit. 5 § 213(1).

485. The Act also provides mandatory attorneys’ fees to a plaintiff in any successful action. Me. Stat. tit. 5 § 213(2).

486. Plaintiff Sutton has provided notice on behalf of herself and the Maine Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

487. By the acts and omissions alleged herein, Defendant has violated the Maine Unfair Trade Practices Act, Me. Stat. tit. 5 §§ 205, *et seq.*, causing damage to Plaintiff Sutton and the members of the Maine Sub-Class.

488. As a result of Defendant’s violations, Plaintiff Sutton and each Maine Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Sutton and the Maine Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

#### COUNT XXIV

**Violation of the Maryland Unfair or Deceptive Trade Practices Act,**  
**Md. Code Ann., Com. Law §§ 13-301, *et seq.***

**By Plaintiff Ocampo-Neubauer on Behalf of the Maryland Sub-Class**

489. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

490. Plaintiff Ocampo-Neubauer brings this claim on behalf of herself and the

Maryland Sub-Class under the Maryland Unfair or Deceptive Trade Practices Act, Md. Code Ann., Com. Law §§ 13-301, *et seq.*

491. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair, abusive, or deceptive trade practices in violation of the Maryland Unfair or Deceptive Trade Practices Act, Md. Code Ann., Com. Law §§ 13-301, *et seq.*

492. Verizon engaged in specific unfair, abusive, or deceptive trade practices declared unlawful by the Maryland Unfair or Deceptive Trade Practices Act, including, *inter alia*:

a. Verizon represented that its wireless service plans had characteristics that they did not have (Md. Code Ann., Com. Law § 13-301(2)(i));

b. Verizon failed to state material facts concerning the prices of its wireless service plans, which deceived or had a tendency to deceive (Md. Code Ann., Com. Law § 13-301(3));

c. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Md. Code Ann., Com. Law § 13-301(5)(i)); and

d. Verizon used or employed deception, fraud, misrepresentation, or knowingly concealed, suppressed, or omitted material facts with intent that a consumer rely on the same in connection with the promotion or sale of its wireless service plans (Md. Code Ann., Com. Law § 13-301(9)(i)).

493. The Act allows a person to bring an action to recover damages for any injury or loss sustained as a result of a prohibited practice. Md. Code Ann., Com. Law § 13-408(a).

494. By the acts and omissions alleged herein, Defendant has violated the Maryland Unfair or Deceptive Trade Practices Act, Md. Code Ann., Com. Law §§ 13-301, *et seq.*, causing damage to Plaintiff Ocampo-Neubauer and the members of the Maryland Sub-Class.

495. As a result of Defendant’s violations, Plaintiff Ocampo-Neubauer and each Maryland Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Ocampo-Neubauer and the Maryland Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

## COUNT XXV

### **Violation of the Massachusetts Unfair and Deceptive Business Practices Act, Mass. Gen. Laws, Ch. 93A, §§ 1, *et seq.***

#### **By Plaintiffs Keller and Lombard on Behalf of the Massachusetts Sub-Class**

496. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

497. Plaintiffs Keller and Lombard bring this claim on behalf of themselves and the Massachusetts Sub-Class under the Massachusetts Unfair and Deceptive Business Practices Act, Mass. Gen. Laws, Ch. 93A, §§ 1, *et seq.*

498. Verizon’s material misrepresentations, omissions, and failures to disclose described herein were unfair, abusive, or deceptive trade practices in violation of the Massachusetts Unfair and Deceptive Business Practices Act, Mass. Gen. Laws, Ch. 93A, §§ 1, *et seq.*

499. The Act prohibits the use of “unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mass. Gen. Laws, Ch. 93A, § 2.

500. The Act allows a person “who has been injured by another person's use or employment of any method, act or practice declared to be unlawful” to bring an action for damages and equitable relief, including injunctive relief. Mass. Gen. Laws, Ch. 93A, § 9(1).

501. The Act also expressly allows treble damages. Mass. Gen. Laws, Ch. 93A, § 9(3).

The Act also provides mandatory attorneys' fees to a plaintiff in any successful action. Mass. Gen. Laws Ann. ch. 93A, § 9(4).

502. Plaintiffs Keller and Lombard have provided notice on behalf of themselves and the class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

503. By the acts and omissions alleged herein, Defendant has violated the Massachusetts Unfair and Deceptive Business Practices Act, Mass. Gen. Laws, Ch. 93A, §§ 1, *et seq.*, causing damage to Plaintiffs Keller and Lombard and the members of the Massachusetts Sub-Class.

504. As a result of Defendant's violations, Plaintiffs Keller and Lombard and each Massachusetts Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiffs Keller and Lombard and the Massachusetts Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

#### COUNT XXVI

**Violation of the Michigan Consumer Protection Act,  
Mich. Comp. Laws Ann. §§ 445.901, *et seq.***

**By Plaintiffs Blair, Conley, and Gardner on Behalf of the Michigan Sub-Class**

505. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

506. Plaintiffs Blair, Conley, and Gardner bring this claim on behalf of themselves and the Michigan Sub-Class under the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.901, *et seq.*

507. Verizon's material misrepresentations, omissions, and failures to disclose

described herein were unfair, unconscionable, or deceptive acts or practices in violation of the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.901, *et seq.*

508. Verizon engaged in specific unfair, unconscionable, or deceptive acts or practices declared unlawful by the Michigan Consumer Protection Act, including, *inter alia*:

a. Verizon represented that its wireless service plans had characteristics that they did not have (Mich. Comp. Laws Ann. § 445.903(1)(c));

b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Mich. Comp. Laws Ann. § 445.903(1)(g));

c. Verizon failed to reveal material facts concerning the prices of its wireless service plans, which had a tendency to mislead or deceive (Mich. Comp. Laws Ann. § 445.903(1)(s));

d. Verizon made representations of fact or statements of fact material to the selling of its wireless service plans such that a person would reasonably believe the represented or suggested state of affairs was something other than it actually was (Mich. Comp. Laws Ann. § 445.903(1)(bb)); and

e. Verizon failed to reveal facts that were material to the selling of its wireless service plans in light of representations of fact made in a positive manner (Mich. Comp. Laws Ann. § 445.903(1)(cc)).

509. The Act allows a person who has suffered a loss as a result of a violation of the Act to recover actual damages or \$250, whichever is greater. Mich. Comp. Laws Ann. § 445.911(2).

510. The Act also allows a person to obtain a declaratory judgment that an act or practice is unlawful under the Act, and to obtain injunctive relief to permanently enjoin the

unlawful act or practice. Mich. Comp. Laws Ann. § 445.911(1).

511. By the acts and omissions alleged herein, Defendant has violated the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.901, *et seq.*, causing damage to Plaintiffs Blair, Conley, and Gardner and the members of the Michigan Sub-Class.

512. As a result of Defendant's violations, Plaintiffs Blair, Conley, and Gardner and each member of the Michigan Sub-Class have suffered damages and are therefore entitled to recover their actual damages or \$250 per person (whichever is greater). Plaintiffs Blair, Conley, and Gardner and each member of the Michigan Sub-Class are also entitled to treble and/or punitive damages and attorneys' fees and costs. Plaintiffs Blair, Conley, and Gardner and the members of the Michigan Sub-Class are also entitled to declaratory and injunctive relief to halt Defendant's unlawful practices.

## COUNT XXVII

### **Violation of the Minnesota False Statement in Advertisement Act, Minn. Stat. Ann. § 325F.67, and the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. Ann. § 325F.69**

#### **By Plaintiff Kirby on Behalf of the Minnesota Sub-Class**

513. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

514. Plaintiff Kirby brings this claim on behalf of herself and the Minnesota Sub-Class under the Minnesota False Statement in Advertisement Act, Minn. Stat. Ann. § 325F.67, and the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. Ann. § 325F.69.

515. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair, unconscionable, or deceptive acts or practices in violation of the Minnesota Sub-Class under the Minnesota False Statement in Advertisement Act, Minn. Stat.

Ann. § 325F.67, and the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. Ann. § 325F.69.

516. The Minnesota False Statement in Advertisement Act prohibits the making of any advertisement that contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading. Minn. Stat. Ann. § 325F.67.

517. The Minnesota Prevention of Consumer Fraud Act prohibits the use of any “fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged.” Minn. Stat. Ann. § 325F.69.

518. A person who has been injured by a violation of either act may bring an action to recover damages and any other equitable relief. Minn. Stat. Ann. § 8.31(3a).

519. By the acts and omissions alleged herein, Defendant has violated the Minnesota False Statement in Advertisement Act, Minn. Stat. Ann. § 325F.67, and the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. Ann. § 325F.69, causing damage to Plaintiff Kirby and the members of the Minnesota Sub-Class.

520. As a result of Defendant’s violations, Plaintiff Kirby and each Minnesota Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Kirby and the Minnesota Sub-Class are also entitled to an injunction to halt Defendant’ unlawful practices described herein.

**COUNT XXVIII**

**Violation of the Mississippi Consumer Protection Act**  
**(Miss. Code. Ann. §§ 75-24-1, *et seq.*)**

**By Plaintiff Odom on Behalf of the Mississippi Sub-Class**

521. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

522. Plaintiff Odom brings this claim on behalf of herself and the Mississippi Sub-Class under the Mississippi Consumer Protection Act (Miss. Code. Ann. §§ 75-24-1, *et seq.*).

523. Verizon’s material misrepresentations, omissions, and failures to disclose as alleged herein were unfair or deceptive trade practices in violation of the Mississippi Consumer Protection Act (Miss. Code. Ann. §§ 75-24-1, *et seq.*).

524. Verizon engaged in specific unfair or deceptive trade practices declared unlawful by the Mississippi Consumer Protection Act, including:

a. Verizon represented that its wireless service plans had characteristics that they did not have (Miss. Code. Ann. § 75-24-5(2)(e)); and

b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Miss. Code. Ann. § 75-24-5(2)(i)).

525. The Act allows any person who “suffers any ascertainable loss of money or property” as a result of a prohibited act or practice to bring an action to recover actual damages. Miss. Code. Ann. § 75-24-15(1). The Act also permits a person to obtain any form of equitable relief, including restitution, as may be necessary to restore to the person any monies or property which was acquired by means of a prohibited act or practice. Miss. Code. Ann. § 75-24-11.



526. Plaintiff Odom has provided notice on behalf of herself and the Mississippi Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

527. By the acts and omissions alleged herein, Defendant has violated the Mississippi Consumer Protection Act (Miss. Code. Ann. §§ 75-24-1, *et seq.*), causing damage to Plaintiff Odom and the members of the Mississippi Sub-Class.

528. As a result of Defendant's violations, Plaintiff Odom and each Mississippi Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Odom and the Mississippi Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

#### COUNT XXIX

**Violation of the Missouri Merchandising Practices Act,**  
**Mo. Rev. Stat. §§ 407.010, *et seq.***

**By Plaintiff Moyers on Behalf of the Missouri Sub-Class**

529. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

530. Plaintiff Moyers brings this claim on behalf of himself and the Missouri Sub-Class under the Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010, *et seq.*

531. The Act broadly declares unlawful “[t]he act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce.” Mo. Rev. Stat. § 407.020(1).

532. The Act allows a person who “suffers an ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of a method, act or practice declared unlawful” to bring an action to recover actual damages. Mo. Rev. Stat. § 407.025(1)(1). The Act also permits injunctive relief. Mo. Rev. Stat. § 407.025(2)(3).

533. The Act also expressly permits punitive damages. Mo. Rev. Stat. § 407.025(2)(1). There is no cap on punitive damages, and Missouri courts have awarded 111:1 ratio and 75:1 ratio before. *See Smith v. New Plaza Pontiac Co.*, 677 S.W.2d 941 (Mo.App.1984) (\$400 in actual and \$30,000 in punitive damages, a 75-to-1 ratio, for making misrepresentations about the condition of a used car); *Est. of Overbey v. Chad Franklin Nat'l Auto Sales N., LLC*, 361 S.W.3d 364, 374 (Mo. 2012) (the court reaffirmed \$500,000 punitive damages on a \$4,500 actual damages. (\$500k is statutory cap); this is a 111:1 ratio).

534. By the acts and omissions alleged herein, Defendant has violated the Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010, *et seq.*, causing damage to Plaintiff Moyers and the members of the Missouri Sub-Class.

535. As a result of Defendant’s violations, Plaintiff Moyers and each Missouri Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs and an injunction to halt Defendant’s unlawful practices described herein.

### COUNT XXX

**Violation of the Nebraska Consumer Protection Act,  
Neb. Rev. Stat. §§ 59-1601, et seq.**

**By Plaintiff Bellavia on Behalf of the Nebraska Sub-Class**

536. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

537. Plaintiff Bellavia brings this claim on behalf of herself and the Nebraska Sub-Class under the Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601, *et seq.*

538. The Act declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Neb. Rev. Stat. § 59-1602.

539. The Act allows a person who has been injured in his or her business or property by a violation of the Act to bring an action to enjoin further violations and to recover actual damages. Neb. Rev. Stat. § 59-1609. Damages may potentially be increased up to \$1,000. *Id.*

540. By the acts and omissions alleged herein, Defendant has violated the Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601, *et seq.*, causing damage to Plaintiff Bellavia and the members of the Nebraska Sub-Class.

541. As a result of Defendant’s violations, Plaintiff Bellavia and each Nebraska Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages up to \$1,000 per person, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Bellavia and the Nebraska Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

### COUNT XXXI

**Violation of the Nevada Deceptive Trade Practices Act**  
**(Nev. Rev. Stat. §§ 598.0903, *et seq.*)**

**By Plaintiff Gaines on Behalf of the Nevada Sub-Class**

542. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

543. Plaintiff Gaines brings this claim on behalf of herself and the Nevada Sub-Class under the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat. §§ 598.0903, *et seq.*).

544. Verizon engaged in specific deceptive trade practices declared unlawful by the Nevada Deceptive Trade Practices Act, including:

- a. Verizon knowingly made representations that its wireless service plans had characteristics that they did not have (Nev. Rev. Stat. § 598.0915(5));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Nev. Rev. Stat. § 598.0915(9));
- c. Verizon made false or misleading statements of fact concerning the prices of its wireless service plans (Nev. Rev. Stat. § 598.0915(13)); and
- d. Verizon knowingly made false representations in transactions related to its wireless service plans (Nev. Rev. Stat. § 598.0915(15)).

545. An action may be brought by any person who is a victim of a deceptive trade practice to obtain damages and equitable relief. *See* Nev. Rev. Stat. § 41.600; Nev. Rev. Stat. § 598.0993. Additionally, when the person is an elder (age 60 or older), the Act also expressly allows the recovery of punitive damages. Nev. Rev. Stat. § 598.0977.

546. The Act further provides mandatory attorneys' fees to a prevailing consumer. Nev. Rev. Stat. § 41.600(3)(c).

547. By the acts and omissions alleged herein, Defendant has violated the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat. §§ 598.0903, *et seq.*), causing damage to Plaintiff Gaines and the members of the Nevada Sub-Class.

548. As a result of Defendant's violations, Plaintiff Gaines and each Nevada Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Gaines

and the Nevada Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

## COUNT XXXII

### **Violation of the New Hampshire Consumer Protection Act** **(N.H. Rev. Stat. Ann. §§ 358-A:1, *et seq.*)**

#### **By Plaintiff Mailhoit on Behalf of the New Hampshire Sub-Class**

549. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

550. Plaintiff Mailhoit brings this claim on behalf of herself and the New Hampshire Sub-Class under the New Hampshire Consumer Protection Act (N.H. Rev. Stat. Ann. §§ 358-A:1, *et seq.*).

551. Verizon's material misrepresentations, omissions, and failures to disclose as alleged herein were unfair or deceptive acts or practices in violation of the New Hampshire Consumer Protection Act (N.H. Rev. Stat. Ann. §§ 358-A:1, *et seq.*).

552. Verizon engaged in specific unfair or deceptive acts or practices declared unlawful by the New Hampshire Consumer Protection Act, including:

- a. Verizon made representations that its wireless service plans had characteristics that they did not have (N.H. Rev. Stat. Ann. § 358-A:2(V)); and
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (N.H. Rev. Stat. Ann. § 358-A:2(IX)).

553. The Act allows any person "injured by another's use of any method, act or practice declared unlawful" to bring an action to recover actual damages or \$1,000, whichever is greater, as well as any equitable relief, including an injunction. N.H. Rev. Stat. Ann. § 358-A:10(I).

554. The Act also expressly requires damages to be increased by at least 2 times, and as much as 3 times, where the use of the act or practice was a willful or knowing violation of the Act. N.H. Rev. Stat. Ann. § 358-A:10(I).

555. The Act also provides mandatory attorneys' fees to a prevailing plaintiff. N.H. Rev. Stat. Ann. § 358-A:10(I).

556. By the acts and omissions alleged herein, Defendant has violated the New Hampshire Consumer Protection Act (N.H. Rev. Stat. Ann. §§ 358-A:1, *et seq.*), causing damage to Plaintiff Mailhoit and the members of the New Hampshire Sub-Class.

557. As a result of Defendant's violations, Plaintiff Mailhoit and each New Hampshire Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, double, treble and/or punitive damages, or \$1,000 per person if greater, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Mailhoit and the New Hampshire Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

### COUNT XXXIII

#### **Violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq.**

**By All Plaintiffs on Behalf of the Nationwide Class, and by Plaintiffs Dean Esposito, Jeffrey Achey, Marilyn Achey, Anderson, Asbjorn, Burlak, Carla Chiorazzo, Judith Chiorazzo, Conway, DeMarco James Fisher, Allison Gillingham, Lorraine Gillingham, Gordon, Hartman, Justice, Kelly, Manfredo, Oelenschlager, Patino, Prate, Scheufele, Sewekow, Stroyek, Teer, Trappe, and Tripicchio on behalf of the New Jersey Sub-Class**

558. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein.

559. Verizon's representations with regard to the pricing and nature of its wireless service plans on its website, in media including internet, television, radio and print, and by Verizon's sales and customer service agents are "advertisements" within the meaning of N.J.S.A. § 56:8-1(a).

560. Verizon’s wireless service is “merchandise” within the meaning of N.J.S.A. § 56:8-1(c).

561. Defendant is a “person” within the meaning of N.J.S.A. § 56:8-1(d).

562. The New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, et seq. (the “CFA”), was enacted to protect consumers against sharp and unconscionable commercial practices by persons engaged in the sale of goods or services. See Marascio v. Campanella, 689 A.2d 852, 857 (N.J. Ct. App. 1997).

563. The CFA is a remedial statute which the New Jersey Supreme Court has repeatedly held must be construed liberally in favor of the consumer to accomplish its deterrent and protective purposes. See Furst v. Einstein Moomjy, Inc., 860 A.2d 435, 441 (N.J. 2004) (“The [CFA] is remedial legislation that we construe liberally to accomplish its broad purpose of safeguarding the public.”).

564. Indeed, “[t]he available legislative history demonstrates that the [CFA] was intended to be one of the strongest consumer protection laws in the nation.” New Mea Const. Corp. v. Harper, 497 A.2d 534, 543 (N.J. Ct. App. 1985).

565. For this reason, the “history of the [CFA] is one of constant expansion of consumer protection.” Kavky v. Herbalife Int’l of Am., 820 A.2d 677, 681-82 (N.J. Ct. App. 2003).

566. The CFA was intended to protect consumers “by eliminating sharp practices and dealings in the marketing of merchandise and real estate.” Lemelledo v. Beneficial Mgmt. Corp., 696 A.2d 546, 550 (N.J. 1997).

567. Specifically, N.J.S.A. § 56:8-2 prohibits “unlawful practices” which are defined as:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission ... whether or not any person has in fact been misled, deceived or damaged thereby ...

568. The catch-all term “unconscionable commercial practice” was added to the CFA by amendment in 1971 to ensure that the CFA covered, inter alia, “incomplete disclosures.”

Skeer v. EMK Motors, Inc., 455 A.2d 508, 512 (N.J. Ct. App. 1982).

569. In describing what constitutes an “unconscionable commercial practice,” the New Jersey Supreme Court has noted that it is an amorphous concept designed to establish a broad business ethic. See Cox v. Sears Roebuck & Co., 647 A.2d 454, 462 (N.J. 1994).

570. In order to state a cause of action under the CFA, a plaintiff does not need to show reliance by the consumer. See Varacallo v. Massachusetts Mut. Life Ins. Co., 752 A.2d 807 (N.J. App. Div. 2000); Gennari v. Weichert Co. Realtors, 691 A.2d 350 (N.J. 1997) (holding that reliance is not required in suits under the NJCFA because liability results from “misrepresentations whether ‘any person has in fact been misled, deceived or damaged thereby”).

571. As stated by the New Jersey Supreme Court in Lee v. Carter-Reed Co., L.L.C., 4 A.3d 561, 580 (N.J. 2010): “It bears repeating that the [NJCFA] does not require proof of reliance, but only a causal connection between the unlawful practice and ascertainable loss.”

572. It is also not required that an affirmative statement be literally false in order to be considered deceptive and misleading under the CFA. Even a statement which is literally true can be misleading and deceptive in violation of the CFA. See Smajlaj v. Campbell Soup Co., 782 F. Supp. 2d 84, 98 (D.N.J. 2011) (upholding a NJCFA claim where the defendant argued its written



statement was literally true, holding “the fact that the labels were literally true does not mean they cannot be misleading to the average consumer.”).

573. A CFA violation also does not require that the merchant be aware of the falsity of the statement or that the merchant act with an intent to deceive. See Gennari v. Weichert Co. Realtors, 691 A.2d 350, 365 (N.J. 1997):

One who makes an affirmative misrepresentation is liable even in the absence of knowledge of the falsity of the misrepresentation, negligence, or the intent to deceive... An intent to deceive is not a prerequisite to the imposition of liability.

574. Nor is it a defense to a CFA claim that the merchant acted in good faith. See Cox v. Sears Roebuck & Co., 647 A.2d 454, 461 (N.J. 1994) (“the Act [CFA] is designed to protect the public even when a merchant acts in good faith.”).

575. In the case at bar, Verizon’s policy of promising specific monthly rates for its wireless services but later charging an additional undisclosed, inadequately disclosed and/or inaccurately described monthly Administrative Charge to its customers, as described herein, is a deceptive, misleading, and/or unconscionable commercial practice in the sale of goods in violation of N.J.S.A. § 56:8-2 for the reasons set forth herein.

576. This policy involves, inter alia, both misleading affirmative statements and the knowing omission of material facts.

577. First, Verizon’s practice of advertising its wireless services for a specific monthly rate – a price to which its customers agree, but which does not reflect the actual monthly rate that Verizon ultimately charges its customers because it does not include the Administrative Charge – is an affirmative misleading and deceptive statement in the sale of goods or services in violation of N.J.S.A. § 56:8-2. Verizon’s practice of categorizing and describing the Administrative Charge as a pass-through fee or a surcharge intended to cover costs billed to Verizon by federal,

state or local governments is also an affirmative misleading and deceptive statement in violation of N.J.S.A. § 56:8-2.

578. Second, Verizon failed to disclose, or failed to adequately disclose, the Administrative Charge to its customers before they agreed to purchase Verizon's wireless services, and Verizon continued to fail to disclose or adequately disclose the Charge, *inter alia*, by omitting the Charge from its paper bills, by intentionally falsely describing the Charge as a surcharge or pass-through fee, by lumping the Charge with various government-related charges on its online bills, by referring on the bill to the false description of the Charge on the Verizon website, by obscuring and failing to disclose the true nature of the Charge, and by having a policy of customer service and sales agents falsely telling customers that the Charge was a tax or other government-related charge. Verizon has never explained to its customers the truth about the Administrative Charge—that the actual reason Verizon charges the Administrative Charge is that it is a surreptitious way to charge more for Verizon's services than the advertised and promised price for those services, the price to which its customers agreed. Thus, Verizon's policy also involves knowing omissions of material fact in the sale of goods in violation of N.J.S.A. § 56:8-2.

579. Moreover, Verizon routinely unilaterally increased the Administrative Charge without providing adequate notice of said increase, and without providing its customers with an opportunity to approve or object to the increase or opt out of its services, which actions also involve knowing omissions of material fact in the sale of goods in violation of N.J.S.A. § 56:8-2.

580. Verizon's deceptive policies described herein also violate N.J.S.A. § 56:8-2.2, as Verizon advertised its wireless services as part of a plan or scheme not to sell the services at the advertised price.

581. Plaintiffs and the Class and Sub-Class members reasonably and justifiably expected Verizon to comply with applicable law, but Verizon failed to do so.

582. As a direct and proximate result of these unlawful actions by Verizon, Plaintiffs and the Class and Sub-Class have been injured and have suffered an ascertainable loss of money.

583. Specifically, Plaintiffs and each Class and Sub-Class member have been charged the undisclosed, extra-contractual, and bogus Administrative Charge by Verizon on a monthly basis for each line on their wireless plans for years, and for years have been forced to pay those monthly Charges to Verizon without having ever agreed to said Charges or knowing the true nature of the Charge. These payments constitute an ascertainable loss by Plaintiffs and the Class and Sub-Class.

584. Pursuant to N.J.S.A. § 56:8-19, Plaintiffs seek, *inter alia*, actual damages, treble damages, and injunctive relief for themselves and the Nationwide Class and New Jersey Sub-Class.

#### COUNT XXXIV

**Violation of the New Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. § 56:12-14, et seq.**

**By All Plaintiffs on Behalf of the Nationwide Class, and by Plaintiffs Dean Esposito, Jeffrey Achey, Marilyn Achey, Anderson, Asbjorn, Burlak, Carla Chiorazzo, Judith Chiorazzo, Conway, DeMarco, Fisher, Allison Gillingham, Lorraine Gillingham, Gordon, Hartman, Justice, Kelly, Manfred, Oelenschlager, Patino, Prate, Scheufele, Sewekow, Stroyek, Teer, Trappe, and Tripicchio on behalf of the New Jersey Sub-Class**

585. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein.

586. Plaintiffs and the Class and Sub-Class members are “consumers” within the meaning of N.J.S.A. § 56:12-15.

587. Defendant is a “seller” within the meaning of N.J.S.A. § 56:12-15.

588. Verizon's wireless service is a "service which is primarily for personal, family or household purposes" within the meaning of N.J.S.A. § 56:12-15.

589. The advertisements and representations on Verizon's website, various advertisements, and monthly bills are consumer "notices," "signs" and/or "warranties" within the meaning of N.J.S.A. § 56:12-15.

590. By the acts alleged herein, Verizon has violated N.J.S.A. § 56:12-15 because, in the course of its business, Verizon has offered, displayed and presented written consumer notices, signs and warranties to Plaintiffs and the Class and Sub-Class which contained provisions that violated their clearly established legal rights under state law, within the meaning of N.J.S.A. § 56:12-15.

591. The clearly established rights of Plaintiffs and the Class and Sub-Class under state law include the right not to be subjected to unconscionable commercial practices and false written affirmative statements of fact in the sale of goods or services, as described herein, which acts are prohibited by the CFA, N.J.S.A. § 56:8-2.

592. Plaintiffs and each Class and Sub-Class member are aggrieved consumers for the reasons set forth herein, and specifically because, inter alia, each was charged the monthly Administrative Charge by Verizon and paid those Charges to Verizon, and each Plaintiff and Class and Sub-Class member suffered an ascertainable loss under the CFA as described above.

593. Pursuant to N.J.S.A. § 56:12-17, Plaintiffs seeks a statutory penalty of \$100 for each Nationwide Class and New Jersey Sub-Class member, as well as actual damages and attorneys' fees and costs. See N.J.S.A. § 56:12-17, providing that a seller who violates the TCCWNA: "shall be liable to the aggrieved consumer for a civil penalty of not less than \$100.00 or for actual damages, or both at the election of the consumer, together with reasonable

attorney’s fees and court costs.” See also United Consumer Fin. Servs. Co. v. Carbo, 410 N.J. Super. 280, 310 (App. Div. 2009), affirming the trial judge’s decision to award the \$100 statutory penalty to each class member under N.J.S.A. § 56:12-17 of TCCWNA, stating:

[T]he \$100 civil penalty is not unreasonably disproportionate when viewed in that context, whether it is considered with respect to an individual consumer or the 16,845 consumers whose contracts included the prohibited fee. We note that when assessing the constitutional reasonableness of punitive damage awards, courts are directed to consider and give “substantial deference” to judgments made by the Legislature in fixing civil penalties. Nothing about the facts of this case or the numerosity of this class warrants a more searching evaluation of the reasonableness of awarding the civil penalty selected by the Legislature to each member of this class. (citation omitted).

#### COUNT XXXV

#### **Violation of the New Jersey Uniform Declaratory Judgments Act, N.J.S.A. 2A:16-51, et seq.**

**By All Plaintiffs on Behalf of the Nationwide Class, and by Plaintiffs Dean Esposito, Jeffrey Achey, Marilyn Achey, Anderson, Asbjorn, Burlak, Carla Chiorazzo, Judith Chiorazzo, Conway, DeMarco, Fisher, Allison Gillingham, Lorraine Gillingham, Gordon, Hartman, Justice, Kelly, Manfredo, Oelenschlager, Patino, Prate, Scheufele, Sewekow, Stroyek, Teer, Trappe, and Tripicchio on behalf of the New Jersey Sub-Class**

594. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as if set forth fully herein.

595. Pursuant to the New Jersey Declaratory Judgments Act, N.J.S.A. § 2A:16-51, et seq., Plaintiffs and the Nationwide Class and New Jersey Sub-Class need, and are entitled to, an order for injunctive and declaratory relief:

- a. Declaring that Verizon’s policy of charging a deceptive and inadequately disclosed Administrative Charge is a violation of New Jersey law;
- b. Enjoining Verizon from continuing to charge the Administrative Charge to New Jersey consumers without adequately disclosing to and obtaining the consent of such consumers;

c. Ordering Verizon to hold in constructive trust all Administrative Charge payments received from the Class; and

d. Ordering Verizon to perform an accounting of all such Administrative Charge payments.

596. Plaintiffs and the Class and Sub-Class members have a significant interest in this matter in that each has been or will be subjected to the unlawful policies alleged herein.

597. Verizon continuing to engage in the policies alleged herein.

598. Plaintiffs are each a current customers and subscribers to Verizon wireless services, and are currently being charged the unlawful Administrative Charge on a monthly basis.

599. Based on the foregoing, a justifiable controversy is presented in this case, rendering declaratory judgment and injunctive relief appropriate.

#### COUNT XXXVI

#### **Violation of the New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-1, et seq.**

**By Plaintiffs Frantz, Carlos Gutierrez, Holling, Hudson, and Owens on Behalf of the New Mexico Sub-Class**

600. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged.

601. Plaintiffs Laurie Frantz, Carlos Gutierrez, James Holling, Karen Hudson, and Leslie Owens plead this count in their individual capacities and as putative class representatives on behalf of all other similarly situated citizens of New Mexico.

602. Verizon's material misrepresentations, omissions, and failures to disclose as alleged herein were unfair or deceptive trade practices in violation of the New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-1, et seq.

603. The Act broadly declares unlawful all “[u]nfair or deceptive trade practices

**and unconscionable trade practices in the conduct of any trade or commerce.”** N.M. Stat. Ann. § 57-12-3.

604. Additionally, Verizon engaged in specific unfair or deceptive trade practices declared unlawful by the New Mexico Unfair Practices Act, including:

- a. Verizon made representations that its wireless service plans had characteristics that they did not have (N.M. Stat. Ann § 57-12-2(D)(5));
- b. Verizon made false or misleading statements of fact concerning the prices of its wireless service plans (N.M. Stat. Ann. § 57-12-2(D)(11)); and
- c. Verizon made ambiguous statements as to material facts regarding its wireless service plans and/or failed to state material facts regarding its wireless service plans which deceived or had a tendency to deceive (N.M. Stat. Ann § 57-12-2(D)(14)).

605. The New Mexico Unfair Practices Act allows a person who has suffered “any loss of money or property, real or personal, as a result of any employment by another person of a method, act or practice declared unlawful by the Unfair Practices Act” to bring an action to recover actual damages or \$100, whichever is greater. N.M. Stat. Ann. § 57-12-10(B).

606. The Act also allows a person to obtain an injunction to permanently enjoin the unlawful practice without needing to show proof of monetary damage, loss of profits, or intent to deceive. N.M. Stat. Ann. § 57-12-10(A).

607. The Act also expressly allows for the increase of damages “up to three times actual damages or \$300, whichever is greater.” N.M. Stat. Ann. § 57-12-10(B).

608. The Act also provides mandatory attorney’s fees to a prevailing plaintiff. N.M. Stat. Ann. § 57-12-10(C).

609. As a result of the practices, actions, and omissions alleged herein, Plaintiffs Frantz, Gutierrez, Holling, Hudson, and Owens and the members of the New Mexico Sub-Class have suffered a loss of money as a result of Defendant's employment of unlawful practices under the New Mexico Unfair Practices Act and seek an award of actual damages or \$100 per person (whichever is greater), three times actual damages or \$300 per person (whichever is greater), an injunction to halt the unlawful practices, and attorney's fees and costs.

### COUNT XXXVII

#### **Violation of the New Mexico False Advertising Act, N.M. Stat. Ann. §§ 57-15-1, et seq.**

#### **By Plaintiffs Frantz, Carlos Gutierrez, Holling, Hudson, and Owens on Behalf of the New Mexico Sub-Class and For the Benefit of the General Public**

610. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged.

611. Plaintiffs Laurie Frantz, Carlos Gutierrez, James Holling, Karen Hudson, and Leslie Owens plead this count in their individual capacities, as putative class representatives on behalf of all other similarly situated citizens of New Mexico, and for the benefit of the general public.

612. By its conduct alleged herein, Verizon has committed acts of false advertising, as defined by and in violation of New Mexico's False Advertising Act, N.M. Stat. Ann. §§ 57-15-1, et seq. The Act defines false advertising as follows:

The term false advertising means advertising, including labeling, which is misleading in any material respect; and in determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual.

N.M. Stat. Ann. § 57-15-2.



613. Verizon violated New Mexico's False Advertising Act by its actions including but not limited to:

a. Misrepresenting the prices of Verizon's wireless service plans and concealing the true prices of its wireless service plans in its advertising;

b. Misrepresenting the prices of Verizon's wireless service plans by advertising or quoting prices in its advertising that do not include the monthly Administrative Charge; and

c. Failing to disclose the existence or amount of the Administrative Charge in its advertising when consumers sign up for Verizon's wireless service plans.

614. The Act allows a person to obtain an injunction to bring an action to permanently enjoin the unlawful practices. "... [A] private citizen may bring an action ... against any person to restrain and prevent any violation of this act. Any proceeding initiated under this section by a private citizen shall be initiated on his behalf and all others similarly situated." N.M. Stat. Ann. § 57-15-5(A).

615. Plaintiffs Laurie Frantz, Carlos Gutierrez, James Holling, Karen Hudson, and Leslie Owens seek a public injunction under the False Advertising Act to restrain and prevent further violations of the Act. Specifically, Plaintiffs seek a permanent public injunction against Verizon as follows: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to the New Mexico Sub-Class and to the general public; (2) enjoin Verizon from advertising or quoting a wireless service plan price to the New Mexico Sub-Class and to the general public if that price does not include applicable discretionary monthly service fees or charges such as the Administrative Charge; and (3) enjoin Verizon from representing or stating to the New Mexico Sub-Class or to the general public that the Administrative Charge is a tax, a

charge imposed to recover costs billed to Verizon by the government, a pass-through government cost, a government or regulatory fee, or a charge over which Verizon has no control.

### COUNT XXXVIII

#### **Violation of New York General Business Law § 349**

##### **By Plaintiffs Corsi, Kiraly, and Nicot on Behalf of the New York Sub-Class**

616. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

617. Plaintiffs Cintia Corsi, Lynn Kiraly, and Jose Nicot bring this claim on behalf of themselves and the New York Sub-Class under New York General Business Law § 349, which prohibits deceptive acts or practices in the conduct of any business, trade, or commerce.

618. In its sale of services throughout the State of New York, Defendant conducts business and trade within the meaning and intendment of New York General Business Law § 349.

619. Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class are consumers who purchased services from Defendant for their personal use.

620. By the acts and omissions alleged herein, Defendant has engaged in deceptive and misleading practices designed to sell services at a price higher than was advertised and promised and to extract additional cash from existing subscribers.

621. By reason of this conduct, Defendant has engaged and continue to engage in deceptive conduct in violation of the New York General Business Law § 349.

622. Defendant's actions are the direct, foreseeable, and proximate cause of the damages that Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class have sustained from having paid for and consumed Defendant's services.

623. As a result of Defendant's violations, Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class have suffered damages and are entitled to recover those damages or \$50, whichever is greater. Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class are also entitled to treble damages up to \$1,000 because Defendant willfully and knowingly violated New York General Business Law § 349. Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class are also entitled to an injunction to halt the unlawful practices and to reasonable attorney's fees from Defendant.

### COUNT XXXIX

#### **Violations of New York General Business Law § 350**

##### **By Plaintiffs Corsi, Kiraly, and Nicot on Behalf of the New York Sub-Class**

624. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

625. Plaintiffs Cintia Corsi, Lynn Kiraly, and Jose Nicot bring this claim on behalf of themselves and the New York Sub-Class under New York General Business Law § 350, which prohibits false advertising in the conduct of any business, trade, or commerce.

626. Verizon's material misrepresentations, omissions, and failures to disclose as described herein also constituted false advertising in violation N.Y. Gen. Bus. Law § 350, which broadly declares unlawful all “[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state.”

627. Section 350-e allows any person who has been injured by any violation of section 350 or section 350-a to bring an action to recover actual damages or \$500, whichever is greater, as well as to obtain an injunction to enjoin the unlawful false advertising. N.Y. Gen. Bus. Law § 350-e(3).

628. By the acts and omissions alleged herein, Defendant has directly violated New York General Business Law § 350, causing damage to Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class.

629. As a result of Defendant's violations, Plaintiffs Corsi, Kiraly, and Nicot and each member of the New York Sub-Class have suffered damages and are therefore entitled to recover damages or \$500 per person (whichever is greater). Plaintiffs Corsi, Kiraly, and Nicot and each member of the New York Sub-Class are also entitled to treble damages up to \$10,000 because Defendant willfully and knowingly violated New York General Business Law § 350. Plaintiffs Corsi, Kiraly, and Nicot and the members of the New York Sub-Class are also entitled to an injunction to halt the unlawful practices, and to reasonable attorney's fees from Defendant.

#### COUNT XL

**Violation of the North Carolina Monopolies, Trusts, and Consumer Protection Act,  
N.C. Gen. Stat. §§ 75-1, et seq.**

**By Plaintiffs Allen, Burke, and Hensley on Behalf of the North Carolina Sub-Class**

630. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

631. Plaintiffs Allen, Burke, and Hensley bring this claim on behalf of themselves and the North Carolina Sub-Class under the North Carolina Monopolies, Trusts, and Consumer Protection Act, N.C. Gen. Stat. §§ 75-1, et seq.

632. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair, unconscionable, or deceptive acts or practices in violation of the North Carolina Monopolies, Trusts, and Consumer Protection Act, N.C. Gen. Stat. §§ 75-1, et seq.

633. The Act declares unlawful “[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce.” N.C. Gen. Stat. § 75-1.1(a).

634. The Act allows a person who has been injured by an act or practice declared unlawful to bring an action to recover mandatory treble damages. N.C. Gen. Stat. § 75-16.

635. By the acts and omissions alleged herein, Defendant has violated the North Carolina Monopolies, Trusts, and Consumer Protection Act, N.C. Gen. Stat. §§ 75-1, *et seq.*, causing damage to Plaintiffs Allen, Burke, and Hensley and the members of the North Carolina Sub-Class.

636. As a result of Defendant’s violations, Plaintiffs Allen, Burke, and Hensley and each North Carolina Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiffs Allen, Burke, and Hensley and the North Carolina Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

#### COUNT XLI

**Violation of the North Dakota Unlawful Sales or Advertising Practices Act (N.D. Cent. Code Ann. §§ 51-15-01, *et seq.*) and the North Dakota False Advertising Act (N.D. Cent. Code Ann. §§ 51-12-01, *et seq.*).**

**By Plaintiff Keeler on Behalf of the North Dakota Sub-Class**

637. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

638. Plaintiff Keeler brings this claim on behalf of himself and the North Dakota Sub-Class under the North Dakota Unlawful Sales or Advertising Practices Act (N.D. Cent. Code

Ann. §§ 51-15-01, *et seq.*) and the North Dakota False Advertising Act (N.D. Cent. Code Ann. §§ 51-12-01, *et seq.*).

639. Verizon’s material misrepresentations, omissions, and failures to disclose as described herein were deceptive acts or practices in violation of section 51-15-02 of the North Dakota Unlawful Sales or Advertising Practices Act, which provides:

The act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is declared to be an unlawful practice.

640. Additionally, Verizon’s material misrepresentations, omissions, and failures to disclose as described herein constituted false advertising in violation of section 51-12-08 of the North Dakota False Advertising Act, which provides:

It is unlawful for any person with intent, directly or indirectly, to dispose of real or personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, any statement, concerning such real or personal property or services, professional or otherwise or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

641. The North Dakota Unlawful Sales or Advertising Practices Act allows a person to bring “any claim of relief” against any person who has acquired “any moneys or property by means of any practice declared to be unlawful” by the Act. N.D. Cent. Code Ann. § 51-15-09.

642. The Act also expressly allows treble damages, N.D. Cent. Code Ann. § 51-15-09, and attorneys’ fees are mandatory if the defendant knowingly committed the conduct. *Id.*

643. The North Dakota False Advertising Act allows “any person acting for the interests of itself, its members, or the general public” to bring an action to enjoin the unlawful false advertising. N.D. Cent. Code Ann. § 51-12-14.

644. By the acts and omissions alleged herein, Defendant has violated the North Dakota Unlawful Sales or Advertising Practices Act (N.D. Cent. Code Ann. §§ 51-15-01, *et seq.*) and the North Dakota False Advertising Act (N.D. Cent. Code Ann. §§ 51-12-01, *et seq.*), causing damage to Plaintiff Keeler and the members of the North Dakota Sub-Class.

645. As a result of Defendant’s violations, Plaintiff Keeler and each North Dakota Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Keeler and the North Dakota Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

## COUNT XLII

### **Violation of the Ohio Unfair, Deceptive, or Unconscionable Acts or Practices Act, Ohio Rev. Code §§ 1345.01, *et seq.***

#### **By Plaintiffs Cavallaro, Curry, and Snyder on Behalf of the Ohio Sub-Class**

646. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

647. Plaintiffs Cavallaro, Curry, and Snyder bring this claim on behalf of themselves and the Ohio Sub-Class under the Ohio Unfair, Deceptive, or Unconscionable Acts or Practices Act, Ohio Rev. Code §§ 1345.01, *et seq.*

648. Verizon’s material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive acts or practices in violation of the Ohio Unfair, Deceptive, or Unconscionable Acts or Practices Act, Ohio Rev. Code §§ 1345.01, *et seq.*

649. Verizon engaged in specific unfair or deceptive trade practices declared unlawful by the Ohio Unfair, Deceptive, or Unconscionable Acts or Practices Act, including, *inter alia*:

a. Verizon made representations that its wireless service plans had characteristics that they did not have (Ohio Rev. Code § 1345.02(B)(1)); and

b. Verizon did not provide its wireless service plans in accordance with previous representations it made (Ohio Rev. Code § 1345.02(B)(5)).

650. Where there is a violation of the Act, a person is allowed to bring an action to recover “actual economic damages plus an amount not exceeding five thousand dollars in noneconomic damages.” Ohio Rev. Code § 1345.09(A). “Actual economic damages” includes all damages for “direct, incidental, or consequential pecuniary losses” resulting from a violation of the Act. Ohio Rev. Code § 1345.09(G).

651. A person may also seek all other appropriate relief, including declaratory and injunctive relief. Ohio Rev. Code § 1345.09(D).

652. By the acts and omissions alleged herein, Defendant has violated the Ohio Unfair, Deceptive, or Unconscionable Acts or Practices Act, Ohio Rev. Code §§ 1345.01, *et seq.*, causing damage to Plaintiffs Cavallaro, Curry, and Snyder and the members of the Ohio Sub-Class.

653. As a result of Defendant’s violations, Plaintiffs Cavallaro, Curry, and Snyder and each Ohio Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiffs Cavallaro, Curry, and Snyder and the Ohio Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.



**COUNT XLIII**

**Violation of the Oklahoma Consumer Protection Act**  
**(Okla. Stat. Ann. tit. 15, §§ 751, *et seq.*)**

**By Plaintiff Willard on Behalf of the Oklahoma Sub-Class**

654. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

655. Plaintiff Willard brings this claim on behalf of himself and the Oklahoma Sub-Class under the Oklahoma Consumer Protection Act (Okla. Stat. Ann. tit. 15, §§ 751, *et seq.*).

656. Verizon’s material misrepresentations, omissions, and failures to disclose described herein were unlawful trade practices in violation of the Oklahoma Consumer Protection Act (Okla. Stat. Ann. tit. 15, §§ 751, *et seq.*).

657. Verizon engaged in specific trade practices declared unlawful by the Oklahoma Consumer Protection Act, including:

- a. Verizon knowingly made representations that its wireless service plans had characteristics that they did not have (Okla. Stat. Ann. tit. 15, § 753(5));
- b. Verizon knowingly advertised its wireless service plans with an intent not to sell them as advertised (Okla. Stat. Ann. tit. 15, § 753(8));
- c. Verizon knowingly made false or misleading statements of fact concerning the prices of its wireless service plans (Okla. Stat. Ann. tit. 15, § 753(11)); and
- d. Verizon committed unfair or deceptive trade practices as defined in § 752 (Okla. Stat. Ann. tit. 15, § 753(20)).

658. Where there is a violation of the Act, “the violator [is] liable to the aggrieved consumer for the payment of actual damages sustained by the customer and costs of litigation including reasonable attorney’s fees.” Okla. Stat. Ann. tit. 15, § 761.1(A).

659. By the acts and omissions alleged herein, Defendant has violated the Oklahoma Consumer Protection Act (Okla. Stat. Ann. tit. 15, §§ 751, *et seq.*), causing damage to Plaintiff Willard and the members of the Oklahoma Sub-Class.

660. As a result of Defendant's violations, Plaintiff Willard and each Oklahoma Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs, as well as an injunction to halt Defendant's unlawful practices described herein.

#### COUNT XLIV

##### **Violation of the Oregon Unlawful Trade Practices Act, ORS §646.605 et seq.**

##### **By Plaintiffs Cohron and Green on Behalf of the Oregon Sub-Class**

661. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged.

662. Plaintiffs Tyson Cohron and Angela Green plead this count in their individual capacities and as putative class representatives serving on behalf of all other similarly situated citizens of Oregon.

663. The Oregon Unfair Trade Practices Act (the "UTPA"), ORS § 646.605 et seq., is Oregon's principal consumer protection statute. As the Supreme Court of Oregon has explained:

The civil action authorized by ORS 646.638 is designed to encourage private enforcement of the prescribed standards of trade and commerce in aid of the act's public policies as much as to provide relief to the injured party. This is apparent from the section itself. It allows recovery of actual damages or \$200, whichever is greater, plus punitive damages, costs, and attorney fees. . . . The evident purpose is to encourage private actions when the financial injury is too small to justify the expense of an ordinary lawsuit . . . the legislature was concerned as much with devising sanctions for the prescribed standards of trade and commerce as with remedying private losses, and that such losses therefore should be viewed broadly. The private loss indeed may be so small that the common law likely would reject it as grounds for relief, yet it will support an action under the statute.

Weigel v. Ron Tonkin Chevrolet Co., 298 Or. 127, 134–36, 690 P.2d 488, 493–94 (1984).

664. A private plaintiff may also seek an injunction “as may be necessary to ensure cessation of unlawful trade practices.” ORS 646.636.

665. Defendant is a “person,” as defined by ORS 646.605(4).

666. Defendant is engaged in “trade” and “commerce” in Oregon by offering services for sale that directly or indirectly affect the people of Oregon, as defined by ORS 646.605(8), which services are or may be obtained primarily for personal, family or household purposes.

667. As outlined herein, Verizon’s material misrepresentations, omissions, and failures to disclose were unlawful trade practices in violation of the Oregon Unlawful Trade Practices Act (ORS §§ 646.605, et seq.).

668. Specifically, Verizon engaged in specific trade practices declared unlawful by the Oregon Unlawful Trade Practices Act, including:

- a. Verizon represented that its wireless service plans had characteristics that they did not have (ORS § 646.608(1)(e));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (ORS § 646.608(1)(i));
- c. Verizon made false or misleading representations of fact concerning the offering price of its wireless service plans (ORS § 646.608(1)(s)); and
- d. Verizon engaged in unfair or deceptive conduct in trade or commerce (ORS § 646.608(1)(u)).

669. As alleged herein, Plaintiffs Cohron and Green and the members of the Oregon Sub-Class have “suffer[ed] an ascertainable loss of money or property, real or personal, as a result of another person’s willful use or employment of a method, act or practice declared unlawful” and Plaintiffs Cohron and Green and each member of the Oregon Sub-Class is

therefore empowered to bring to bring an action to recover actual damages or \$200, whichever is greater, as well as any other equitable relief. ORS § 646.638(1).

670. ORS 646.636 allows Plaintiffs Cohron and Green and the Oregon Sub-Class to obtain an injunction “as may be necessary to ensure cessation of unlawful trade practices.” ORS § 646.636.

671. Defendant’s unlawful methods, acts and practices pleaded herein were “willful violations” of ORS 646.608 because Defendant knew or should have known that its conduct was a violation, as defined by ORS 646.605(10).

672. Defendant’s representations as alleged herein were “advertisements” as defined by ORS 646.881(1).

673. Defendant engaged in other unfair or deceptive conduct in trade or commerce, as described herein. ORS 646.608(1)(u).

674. With respect to omissions, Defendant at all relevant times had a duty to disclose the relevant material information in question because, inter alia: (a) Defendant had exclusive knowledge of material information that was not known to Plaintiffs Cohron and Green and the Oregon Sub-Class; (b) Defendant concealed material information from Plaintiffs Cohron and Green and the Oregon Sub-Class; and/or (c) Defendant made partial representations which were false and misleading absent the omitted information.

675. Defendant’s misrepresentations and nondisclosures deceive and have a tendency to deceive a reasonable consumer and the general public.

676. Defendant’s misrepresentations and nondisclosures are material, in that they relate to the price of the services being sold and thus a reasonable person would attach importance to the information and would be induced to act on the information in making purchase decisions.

677. As a result of the misconduct by Defendant alleged herein, Plaintiffs Cohron and Green and the Oregon Sub-Class members paid more than they otherwise would have paid for the services they purchased from Defendant.

678. Plaintiffs Cohron and Green seek, on behalf of themselves and the Oregon Sub-Class: (1) the greater of statutory damages of \$200 or actual damages; (2) punitive damages; (3) appropriate equitable relief and/or restitution; and (4) attorney's fees and costs. ORS 646.638(3); ORS 646.638(8).

679. The unlawful acts and omissions pled herein were, are, and continue to be part of a pattern or generalized course of conduct. Defendant's conduct is ongoing and is likely to continue and recur absent a permanent injunction. Accordingly, Plaintiffs Cohron and Green seek an order enjoining Defendant from committing such unlawful practices. ORS 646.638(1); ORS 646.638(8)(c); ORS 646.636.

680. The balance of the equities favors the entry of permanent injunctive relief against Defendant. Plaintiffs Cohron and Green, the Oregon Sub-Class members and the general public will be irreparably harmed absent the entry of permanent injunctive relief against Defendant. Plaintiffs Cohron and Green, the Oregon Sub-Class members and the general public lack an adequate remedy at law. A permanent injunction against Defendant is in the public interest.

681. Defendant's unlawful behavior is ongoing as of the date of the filing of this Complaint. If not enjoined by order of this Court, Defendant will or may continue to injure Plaintiffs Cohron and Green and Oregon consumers through the misconduct alleged herein. Absent the entry of a permanent injunction, Defendant's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, it is capable of repetition and is likely to reoccur.

682. Defendant’s conduct has caused substantial injury to the general public. Plaintiffs Cohron and Green individually seek public injunctive relief to protect the general public by putting an end to Defendant’s misconduct as alleged herein.

683. Plaintiffs Cohron and Green brought action against Verizon “within one year after the discovery of the unlawful method, act or practice.” ORS 646.6.

#### COUNT XLV

**Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law,  
73 Pa. Stat. Ann. §§ 201-1, et seq.**

**By Plaintiffs Vallecorsa and Young on Behalf of the Pennsylvania Sub-Class**

684. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

685. Plaintiffs Vallecorsa and Young bring this claim on behalf of themselves and the Pennsylvania Sub-Class under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. §§ 201-1, et seq.

686. Verizon’s material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive acts or practices in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. §§ 201-1, et seq.

687. Verizon engaged in specific unfair or deceptive acts or practices declared unlawful by the Pennsylvania Unfair Trade Practices and Consumer Protection Law, including, *inter alia*:

a. Verizon represented that its wireless service plans had characteristics that they did not have (73 Pa. Stat. Ann. § 201-2(4)(v));

b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (73 Pa. Stat. Ann. § 201-2(4)(ix)); and

c. Verizon engaged in fraudulent or deceptive conduct which created a likelihood of confusion or of misunderstanding (73 Pa. Stat. Ann. § 201-2(4)(xxi)).

688. The Act allows a person who “suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful” to bring an action to recover actual damages or \$100, whichever is greater, as well as any other equitable relief. 73 Pa. Stat. Ann. § 201-9.2(a).

689. The Act also expressly allows treble damages. 73 Pa. Stat. Ann. § 201-9.2(a).

690. Plaintiffs Vallecorsa and Young and each member of the Pennsylvania Sub-Class reasonably relied on Defendant’s material misrepresentations, false advertisements, and deceptive policies and practices, and would not have purchased services and/or equipment from Defendant, or would have acted differently, had they known the truth about Defendant’s policies and practices.

691. By the acts and omissions alleged herein, Defendant has violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. §§ 201-1, *et seq.*, causing damage to Plaintiffs Vallecorsa and Young and the members of the Pennsylvania Sub-Class.

692. As a result of Defendant’s violations, Plaintiffs Vallecorsa and Young and each member of the Pennsylvania Sub-Class have suffered damages and are therefore entitled to recover damages or \$100 per person (whichever is greater). Plaintiffs Vallecorsa and Young and each member of the Pennsylvania Sub-Class are also entitled to treble and/or punitive damages and attorneys’ fees and costs. Plaintiffs Vallecorsa and Young and the members of the Pennsylvania Sub-Class are also entitled to declaratory and injunctive relief to halt Defendant’s unlawful practices.

**COUNT XLVI**

**Violation of the South Carolina Unfair Trade Practices Act,  
S.C. Code Ann. §§ 39-5-10, et seq.**

**By Plaintiff Wilson on Behalf of the South Carolina Sub-Class**

693. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

694. Plaintiff Wilson brings this claim on behalf of himself and the South Carolina Sub-Class under the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.*

695. The Act declares unlawful all “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” S.C. Code Ann. § 39-5-20(a).

696. The Act allows a person who “suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful” to bring an action to recover actual damages. S.C. Code Ann. § 39-5-140(a).

697. The Act also expressly allows treble damages. S.C. Code Ann. § 39-5-140(a).

698. By the acts and omissions alleged herein, Defendant has violated the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.*, causing damage to Plaintiff Wilson and the members of the South Carolina Sub-Class.

699. As a result of Defendant’s violations, Plaintiff Wilson and each South Carolina Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs and an injunction to halt Defendant’s unlawful practices described herein.



COUNT XLVII

**Violation of the South Dakota Deceptive Trade Practices and Consumer Protection Act  
(S.D. Codified Laws §§ 37-24-1, et seq.)**

**By Plaintiff Colon on Behalf of the South Dakota Sub-Class**

700. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

701. Plaintiff Colon brings this claim on behalf of himself and the South Dakota Sub-Class under the South Dakota Deceptive Trade Practices and Consumer Protection Act (S.D. Codified Laws §§ 37-24-1, et seq.).

702. Verizon’s material misrepresentations, omissions, and failures to disclose described herein were deceptive acts or practices in violation of the South Dakota Deceptive Trade Practices and Consumer Protection Act (S.D. Codified Laws §§ 37-24-1, et seq.).

703. Under the Act, it is a deceptive act or practice for any person to “[k]nowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby.” S.D. Codified Laws § 37-24-6(1).

704. The Act allows any person “who claims to have been adversely affected by any act or a practice declared to be unlawful” to bring an action to recover actual damages suffered as a result of such act or practice. S.D. Codified Laws § 37-24-31. The Act also allows for any equitable relief necessary to restore to a person any moneys or property that was acquired by means of any act or practice declared unlawful. S.D. Codified Laws § 37-24-29.

705. By the acts and omissions alleged herein, Defendant has violated the South Dakota Deceptive Trade Practices and Consumer Protection Act (S.D. Codified Laws §§ 37-24-

1, *et seq.*), causing damage to Plaintiff Colon and the members of the South Dakota Sub-Class.

706. As a result of Defendant's violations, Plaintiff Colon and each South Dakota Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Colon and the South Dakota Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

### COUNT XLVIII

#### **Violation of the Tennessee Consumer Protection Act of 1977** **(Tenn. Code Ann. §§ 47-18-101, *et seq.*)**

#### **By Plaintiff Bland-Mullins on Behalf of the Tennessee Sub-Class**

707. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

708. Plaintiff Bland-Mullins brings this claim on behalf of herself and the Tennessee Sub-Class under the Tennessee Consumer Protection Act of 1977 (Tenn. Code Ann. §§ 47-18-101, *et seq.*).

709. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive acts or practices in violation of the Tennessee Consumer Protection Act of 1977 (Tenn. Code Ann. §§ 47-18-101, *et seq.*).

710. Verizon engaged in specific unfair or deceptive acts or practices declared unlawful by the Tennessee Consumer Protection Act of 1977, including:

- a. Verizon made representations that its wireless service plans had characteristics that they did not have (Tenn. Code Ann. § 47-18-104(b)(5)); and
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Tenn. Code Ann. § 47-18-104(b)(9)).

711. The Act allows a person who has suffered an ascertainable loss of money or property as a result of an act or practice declared unlawful to bring an action to recover actual damages. Tenn. Code Ann. § 47-18-109(a)(1). The Act also allows a person to obtain a declaratory judgment that the act or practice violates the Act and to enjoin the unlawful act or practice. Tenn. Code Ann. § 47-18-109(b).

712. The Act also expressly allows treble damages. Tenn. Code Ann. § 47-18-109(a)(3).

713. By the acts and omissions alleged herein, Defendant has violated the Tennessee Consumer Protection Act of 1977 (Tenn. Code Ann. §§ 47-18-101, *et seq.*), causing damage to Plaintiff Bland-Mullins and the members of the Tennessee Sub-Class.

714. As a result of Defendant's violations, Plaintiff Bland-Mullins and each Tennessee Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Bland-Mullins and the Tennessee Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

#### COUNT XLIX

**Violation of the Texas Deceptive Trade Practices-Consumer Protection Act,  
Tex. Bus. & Com. Code §§ 17.41, *et seq.***

**By Plaintiff Bell on Behalf of the Texas Sub-Class**

715. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

716. Plaintiff Bell brings this claim on behalf of herself and the Texas Sub-Class under the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41, *et seq.*

717. Verizon's material misrepresentations, omissions, and failures to disclose described herein were false, misleading, or deceptive acts or practices in violation of the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41, *et seq.*

718. Verizon violated specific provisions of the Texas Deceptive Trade Practices-Consumer Protection Act, including, *inter alia*:

a. Verizon represented that its wireless service plans had characteristics that they did not have (Tex. Bus. & Com. Code § 17.46(b)(5));

b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (Tex. Bus. & Com. Code § 17.46(b)(9));

c. Verizon failed to disclose information concerning its wireless service plans which was known at the time of transaction with the intent to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed (Tex. Bus. & Com. Code § 17.46(b)(24)); and

d. Verizon committed unconscionable actions or an unconscionable course of actions (Tex. Bus. & Com. Code § 17.50(a)(3)).

719. The Act allows a person who has suffered economic damages as a result of an unlawful act to recover economic damages. Tex. Bus. & Com. Code § 17.50(a), (b)(1). The Act also allows a person to obtain any other equitable relief necessary to restore to the person any money or property which may have been acquired by the unlawful acts. Tex. Bus. & Com. Code § 17.50(b)(3).

720. The Act further allows a person to obtain an order enjoining the unlawful acts. Tex. Bus. & Com. Code § 17.50(b)(2).

721. The Act also expressly allows treble damages. Tex. Bus. & Com. Code

§ 17.50(b)(1). The Act also provides mandatory attorneys' fees to a prevailing consumer. Tex. Bus. & Com. Code § 17.50(d).

722. Plaintiff Bell has provided notice on behalf of herself and the Texas Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

723. By the acts and omissions alleged herein, Defendant has violated the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41, *et seq.*, causing damage to Plaintiff Bell and the members of the Texas Sub-Class.

724. As a result of Defendant's violations, Plaintiff Bell and each Texas Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Bell and the Texas Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

## COUNT L

### **Violation of the Utah Consumer Sales Practices Act** **(Utah Code Ann. §§ 13-11-1, *et seq.*)**

#### **By Plaintiff Moore on Behalf of the Utah Sub-Class**

725. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

726. Plaintiff Moore brings this claim on behalf of herself and the Utah Sub-Class under the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, *et seq.*),

727. Verizon's material misrepresentations, omissions, and failures to disclose described herein were deceptive acts or practices in violation of the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, *et seq.*).

728. Verizon engaged in specific deceptive acts or practices declared unlawful by the Utah Consumer Sales Practices Act, including:

a. Verizon knowingly or intentionally indicated that its wireless service plans had characteristics that they did not have (Utah Code Ann. § 13-11-4(2)(a));

b. Verizon knowingly or intentionally indicated that its wireless service plans were supplied in accordance with previous representations when they were not (Utah Code Ann. § 13-11-4(2)(e)); and

c. Verizon committed unconscionable acts or practices in connection with consumer transactions (Utah Code Ann. § 13-11-5(1)).

729. The Act allows a person who has suffered a loss as a result of a violation of the Act to bring an action to recover actual damages or \$2,000, whichever is greater, plus costs. Utah Code Ann. § 13-11-19(2). The Act also allows a person to obtain a declaratory judgment that the act or practice violates the Act and to enjoin the unlawful act or practice. Utah Code Ann. § 13-11-19(1)(a), (b).

730. By the acts and omissions alleged herein, Defendant has violated the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, *et seq.*), causing damage to Plaintiff Moore and the members of the Utah Sub-Class.

731. As a result of Defendant's violations, Plaintiff Moore and each Utah Sub-Class member has suffered damages and is therefore entitled to recover their actual damages or \$2,000 per person, whichever is greater, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff Moore and the Utah Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

**COUNT LI**

**Violation of the Virginia Consumer Protection Act,  
Va. Code Ann. §§ 59.1-196, et seq.**

**By Plaintiffs Maxa and Moran on Behalf of the Virginia Sub-Class**

732. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

733. Plaintiffs Maxa and Moran bring this claim on behalf of themselves and the Virginia Sub-Class under the Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196, *et seq.*

734. Verizon’s material misrepresentations, omissions, and failures to disclose described herein were fraudulent acts or practices in violation of the Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196, *et seq.*

735. Verizon engaged in specific fraudulent acts or practices declared unlawful by the Virginia Consumer Protection Act, including, *inter alia*:

- a. Verizon represented that its wireless service plans had characteristics that they did not have (Va. Code Ann. § 59.1-200(A)(5));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised or with an intent not to sell at the price or upon the terms advertised (Va. Code Ann. § 59.1-200(A)(8)); and
- c. Verizon used deception, fraud, false pretense, false promises, or misrepresentations in connection with consumer transactions (Va. Code Ann. § 59.1-200(A)(14)).

736. The Act allows any person who “suffers loss as the result of a violation of this chapter” to bring “an action to recover actual damages, or \$500, whichever is greater.” Va. Code

Ann. § 59.1-204(A).

737. The Act also authorizes injunctive relief to permanently enjoin the unlawful act or practice. *See* Va. Code Ann. §§ 59.1-203, 59.1-205.

738. The Act also expressly allows for the increase of damages “to an amount not exceeding three times the actual damages sustained, or \$1,000, whichever is greater.” Va. Code Ann. § 59.1-204(A).

739. Plaintiffs Maxa and Moran have provided notice on behalf of themselves and the Virginia Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

740. By the acts and omissions alleged herein, Defendant has violated the Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196, *et seq.*, causing damage to Plaintiffs Maxa and Moran and the members of the Virginia Sub-Class.

741. As a result of Defendant’s violations, Plaintiffs Maxa and Moran and each member of the Virginia Sub-Class have suffered damages and are therefore entitled to recover damages or \$500 per person (whichever is greater). Plaintiffs Maxa and Moran and each member of the Virginia Sub-Class are also entitled to treble and/or punitive damages, or \$1,000 per person if greater, and attorneys’ fees and costs. Plaintiffs Maxa and Moran and the members of the Virginia Sub-Class are also entitled to declaratory and injunctive relief to halt Defendant’s unlawful practices.



## COUNT LII

### **Violation of the Washington Consumer Protection Act (RCW Chapter 19.86)**

#### **By Plaintiffs Bowman, Challenger, Ellis, Garrison, Jones, McConville, and Wright on Behalf of the Washington Sub-Class**

742. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

743. Plaintiffs Mary Bowman, Karyn Challenger, Andi Ellis, Ashley Garrison, Joyce Jones, Jason McConville, and Kathleen Wright bring this claim in their individual capacities, in their capacities as private attorney generals under the laws of the State of Washington seeking the imposition of public injunctive relief, and on behalf of the Washington Sub-Class.

744. The Washington Consumer Protection Act (the “CPA”), RCW 19.86, was first enacted in 1961 and is the State of Washington’s principal consumer protection statute.

745. The CPA broadly declares unlawful all “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” RCW 19.86.020.

746. The CPA allows any person “who is injured in his or his business or property by a violation of RCW 19.86.020” to bring an action “to enjoin further violations, to recover the actual damages sustained by him or her, or both, together with the costs of the suit, including a reasonable attorney’s fee.” RCW 19.86.090.

747. The CPA also expressly allows treble damages. RCW 19.86.090.

748. The CPA “replaces the now largely discarded standard of caveat emptor with a standard of fair and honest dealing.” Washington Pattern Jury Instruction Civil No. 310.00 (Consumer Protection Act—Introduction).

749. The CPA’s primary substantive provision declares unfair methods of competition and unfair or deceptive acts or practices to be unlawful. RCW 19.86.020. “Private rights of

action may now be maintained for recovery of actual damages, costs, and a reasonable attorney's fee. RCW 19.86.090. A private plaintiff may be eligible for treble damages . . . Private consumers may obtain injunctive relief, even if the injunction would not directly affect the individual's own rights. RCW 19.86.090." Washington Pattern Jury Instruction Civil No. 310.00 (Consumer Protection Act—Introduction).

750. The acts and omissions of Verizon as alleged herein constitute unfair methods of competition and/or unfair or deceptive acts or practices which directly or indirectly affect the people of the State of Washington and which have injured Plaintiffs Bowman, Challenger, Ellis, Garrison, Jones, McConville, and Wright and the members of the Washington Sub-Class in their business or property and which were the cause of said injury.

751. Verizon engaged in the conduct of trade or commerce. For example, and without limitation, Verizon engaged in the sale of services and engaged in commerce directly or indirectly affecting the people of the State of Washington.

752. As a direct, substantial and/or proximate result of these violations, Plaintiffs Bowman, Challenger, Ellis, Garrison, Jones, McConville, and Wright and the members of the Washington Sub-Class suffered injury to business or property.

753. Plaintiffs Bowman, Challenger, Ellis, Garrison, Jones, McConville, and Wright and the members of the Washington Sub-Class paid more than they otherwise would have paid for the services they purchased from Verizon and they bought more than they otherwise would have bought from Defendant.

754. Defendant's deceptive fee scheme fraudulently increased demand from consumers, enabling Defendant to charge higher prices than it otherwise could have charged.

755. The acts and/or omissions of each defendant pled herein are injurious to the public interest because said acts and/or omissions: violate a statute that incorporates RCW Chapter 19.86, violate a statute that contains a specific legislative declaration of public interest impact, injures other persons, had the capacity to injure other persons, and/or has the capacity to injure other persons.

756. The unlawful acts and omissions pleaded herein were committed in the course of Defendant's business. The unlawful acts and omissions pled herein were, are, and continue to be part of a pattern or generalized course of conduct.

757. The unlawful acts and omissions pleaded herein were repeatedly committed prior to the acts involving Plaintiffs Bowman, Challender, Ellis, Garrison, Jones, McConville, and Wright. There is a real and substantial potential for repetition of Defendant's conduct after the acts involving Plaintiffs Bowman, Challender, Ellis, Garrison, Jones, McConville, and Wright.

758. The acts and omissions of Defendant pleaded herein were, and are not, reasonable in relation to the development and preservation of business.

759. The balance of the equities favors the entry of permanent injunctive relief against Defendant. Plaintiffs Bowman, Challender, Ellis, Garrison, Jones, McConville, and Wright, the members of the Washington Sub-Class and the general public will be irreparably harmed absent the entry of permanent injunctive relief against Defendant. Plaintiffs Bowman, Challender, Ellis, Garrison, Jones, McConville, and Wright, the members of the Washington Sub-Class, and the general public lack an adequate remedy at law. A permanent injunction against Defendant is in the public interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this pleading; absent the entry of a permanent injunction, Defendant's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

**COUNT LIII****Violation of the West Virginia Consumer Credit and Protection Act  
(W. Va. Code Ann. §§ 46A-1-101, et seq.)****By Plaintiff Ray on Behalf of the West Virginia Sub-Class**

760. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

761. Plaintiff Ray brings this claim on behalf of herself and the West Virginia Sub-Class under the West Virginia Consumer Credit and Protection Act (W. Va. Code Ann. §§ 46A-1-101, *et seq.*)

762. Verizon's material misrepresentations, omissions, and failures to disclose described herein were unfair or deceptive acts or practices in violation of the West Virginia Consumer Credit and Protection Act (W. Va. Code Ann. §§ 46A-1-101, *et seq.*), which broadly declares unlawful all "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." W. Va. Code Ann. § 46A-6-104.

763. Additionally, Verizon engaged in specific unfair or deceptive acts or practices declared unlawful by the West Virginia Consumer Credit and Protection Act, including:

- a. Verizon represented that its wireless service plans had characteristics that they did not have (W. Va. Code Ann. § 46A-6-102(7)(E));
- b. Verizon advertised its wireless service plans with an intent not to sell them as advertised (W. Va. Code Ann. § 46A-6-102(7)(I));
- c. Verizon engaged in conduct that created a likelihood of confusion or of misunderstanding (W. Va. Code Ann. § 46A-6-102(7)(L)); and
- d. Verizon used or employed deception, fraud, misrepresentation, or knowingly concealed, suppressed, or omitted material facts with intent that others rely upon the

concealment, suppression, or omission in connection with the sale or advertisement of its wireless service plans, whether or not a person has in fact been misled, deceived, or damaged (W. Va. Code Ann. § 46A-6-102(7)(M)).

764. The Act allows any person who “suffers an ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of a method, act, or practice prohibited or declared to be unlawful” by the Act to bring an action to recover actual damages or \$200, whichever is greater, as well as any equitable relief. W. Va. Code Ann. § 46A-6-106(a).

765. Plaintiff Ray has provided notice on behalf of herself and the West Virginia Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

766. By the acts and omissions alleged herein, Defendant has violated the West Virginia Consumer Credit and Protection Act (W. Va. Code Ann. §§ 46A-1-101, *et seq.*), causing damage to Plaintiff Ray and the members of the West Virginia Sub-Class.

767. As a result of Defendant’s violations, Plaintiff Ray and each West Virginia Sub-Class member has suffered damages and is therefore entitled to recover their actual damages or \$200 per person, whichever is greater, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff Ray and the West Virginia Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

COUNT LIV

**Violation of the Wisconsin Deceptive Trade Practices Act,  
Wis. Stat. Ann. § 100.18, et seq.**

**By Plaintiff From on Behalf of the Wisconsin Sub-Class**

768. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

769. Plaintiff From brings this claim on behalf of himself and the Wisconsin Sub-Class under the Wisconsin Deceptive Trade Practices Act, Wis. Stat. Ann. § 100.18, *et seq.*

770. Verizon’s material misrepresentations, omissions, and failures to disclose described herein violated the Wisconsin Deceptive Trade Practices Act, Wis. Stat. Ann. § 100.18(1), which provides:

No person, firm, corporation or association, or agent or employee thereof, with intent to sell, distribute, increase the consumption of or in any wise dispose of any real estate, merchandise, securities, employment, service, or anything offered by such person, firm, corporation or association, or agent or employee thereof, directly or indirectly, to the public for sale, hire, use or other distribution, or with intent to induce the public in any manner to enter into any contract or obligation relating to the purchase, sale, hire, use or lease of any real estate, merchandise, securities, employment or service, shall make, publish, disseminate, circulate, or place before the public, or cause, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper, magazine or other publication, or in the form of a book, notice, handbill, poster, bill, circular, pamphlet, letter, sign, placard, card, label, or over any radio or television station, or in any other way similar or dissimilar to the foregoing, an advertisement, announcement, statement or representation of any kind to the public relating to such purchase, sale, hire, use or lease of such real estate, merchandise, securities, service or employment or to the terms or conditions thereof, which advertisement, announcement, statement or representation contains any assertion, representation or statement of fact which is untrue, deceptive or misleading.

771. Section 100.18 allows any person who has suffered pecuniary loss because of a violation of the section to bring an action and “shall recover such pecuniary loss, together with costs, including reasonable attorney fees.” Wis. Stat. Ann. § 100.18(11)(b)(2).

772. Additionally, Verizon’s material misrepresentations, omissions, and failures to disclose violated Wis. Stat. Ann. § 100.207(2), which provides:

A person may not make in any manner any statement or representation with regard to the provision of telecommunications service, including the rates, terms or conditions for telecommunications service, which is false, misleading or deceptive, or which omits to state material information with respect to the provision of telecommunications service that is necessary to make the statement not false, misleading or deceptive.

773. Section 100.207 allows any person who has been “adversely affected” by another person’s failure to comply with the section to bring “a claim for appropriate relief, including damages, injunctive or declaratory relief, specific performance and rescission.” Wis. Stat. Ann. § 100.207(6)(a)(1). Additionally, a violation of section 100.207 constitutes fraudulent representations in violation of section 100.18(1). Wis. Stat. Ann. § 100.207(6)(f).

774. By the acts and omissions alleged herein, Defendant has violated the Wisconsin Deceptive Trade Practices Act, Wis. Stat. Ann. § 100.18, *et seq.*, causing damage to Plaintiff From and the members of the Wisconsin Sub-Class.

775. As a result of Defendant’s violations, Plaintiff From and each Wisconsin Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys’ fees and costs. Pursuant to the statute, Plaintiff From and the Wisconsin Sub-Class are also entitled to an injunction to halt Defendant’s unlawful practices described herein.

#### COUNT LV

#### **Violation of the Wyoming Consumer Protection Act** **(Wyo. Stat. Ann. §§ 40-12-101, *et seq.*)**

**By Plaintiff White on Behalf of the Wyoming Sub-Class**

776. Plaintiffs repeat and incorporate by reference all preceding paragraphs as if fully set forth herein.

777. Plaintiff White brings this claim on behalf of herself and the Wyoming Sub-Class under the Wyoming Consumer Protection Act (Wyo. Stat. Ann. §§ 40-12-101, *et seq.*).

778. Verizon's material misrepresentations, omissions, and failures to disclose described herein were deceptive trade practices in violation of the Wyoming Consumer Protection Act (Wyo. Stat. Ann. §§ 40-12-101, *et seq.*).

779. Verizon engaged in specific deceptive trade practices declared unlawful by the Wyoming Consumer Protection Act, including:

a. Verizon knowingly represented that its wireless service plans were supplied in accordance with a previous representation, when in fact they were not (Wyo. Stat. § 40-12-105(a)(v));

b. Verizon knowingly made false or misleading statements of fact concerning the prices of its wireless service plans (Wyo. Stat. § 40-12-105(a)(vii));

c. Verizon knowingly advertised its wireless service plans with an intent not to sell them as advertised (Wyo. Stat. § 40-12-105(a)(x)); and

d. Verizon knowingly engaged in unfair or deceptive acts or practices (Wyo. Stat. § 40-12-105(a)(xv)).

780. The Act allows any person who has relied upon an uncured unlawful deceptive trade practice to bring an action to recover actual damages suffered as a result of the unlawful deceptive trade practice. Wyo. Stat. § 40-12-108(a).

781. Plaintiff White and each member of the Wyoming Sub-Class reasonably relied on Defendant's material misrepresentations, false advertisements, and deceptive policies and practices, and would not have purchased services and/or equipment from Defendant, or would have acted differently, had they known the truth about Defendant's policies and practices.



782. Plaintiff White has provided notice on behalf of herself and the Wyoming Sub-Class to the extent required by the Act in a letter to Verizon dated May 27, 2022. Verizon did not respond to the notice.

783. By the acts and omissions alleged herein, Defendant has violated the Wyoming Consumer Protection Act (Wyo. Stat. Ann. §§ 40-12-101, *et seq.*), causing damage to Plaintiff White and the members of the Wyoming Sub-Class.

784. As a result of Defendant's violations, Plaintiff White and each Wyoming Sub-Class member has suffered damages and is therefore entitled to recover actual, statutory, treble and/or punitive damages, as well as attorneys' fees and costs. Pursuant to the statute, Plaintiff White and the Wyoming Sub-Class are also entitled to an injunction to halt Defendant's unlawful practices described herein.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs Dean Esposito, Jeffrey Achey, Marilyn Achey, Justin Anderson, Deidre Asbjorn, Gregory Burlak, Carla Chiorazzo, Judith Chiorazzo, John Conway, Adam DeMarco, James Fisher, Allison Gillingham, Lorraine Gillingham, Doree Gordon, Donna Hartman, Patricia Justice, David Kelly, Christina Manfredo, Judith Oelenschlager, Daniel Patino, James Prate, Michael Scheufele, Russell Sewekow, Deborah Stroyek, Linda Teer, Christine Trappe, Brenda Tripicchio, Teresa MacClelland, Karen Umberger, Scott Willits, Michael Branom, Molly Brown, Michael Carney, Tim Frasch, Patricia Gagan, Anna Gutierrez, Linda Jenkins, Augustus Johnson, William Kaupelis, Marilyn Kaye, Janette Lisner, William Eric Lough, David Massaro, Louise Monsour, Darleen Perez, Gabrielle Pozzuoli, Valerie Reed, Bruce Schramm, Kerry Showalter, John St. Jarre, Gloria Stern, Edna Toy, Teresa Toy, Vanessa West, Mary Bowman, Art Capri, Debra Casey, Karyn Challender, Dyson Cohron, Cintia Corsi,

Andi Ellis, Laurie Frantz, Ashley Garrison, Angela Green, Carlos Gutierrez, James Holling, Karen Hudson, Jerry Hunt, Jennifer Hurtt, Joyce Jones, Lynn Kiraly, Michelle Lacuesta, Jason McConville, Jose Nicot, Sandra Oshiro, Leslie Owens, Jon Santos, Terry Sexton, Kathleen Wright, Pamela M. Allen, Samantha Albaitis, Cydni Arterbury, Lisa Baker, Briana Bell, Christine Bellavia, Kimberly Blair, Leonor Bland-Mullins, Caroline Bonham, Tammy Burke, Annmarie Caldwell, Shauna Cavallaro, Santos Colon, Erika Conley, Kendra Conover, Dylan Corbin, Laura Curry, Shakera Dyer, Jane Frey, Russell From, Angel Gaines, Ashtin Gamblin, Ericka Gardner, Ann Graff, James Hensley, Sarel Hines, Alexander Keeler, Adam Keller, Billie Kendrick, Krista Kirby, Jan Lombard, Marc Lowrey, Jill Mailhoit, Aaron Maxa, Kelly Moore, Lindsey Moran, David Moyers, Jennifer Ocampo-Neubauer, Keisha Odom, Angel Pachecho, Heather Ray, Susan Scott, Lori Snyder, Misty Sutton, Kathryn Taylor, Anthony Vallecorsa, Claire White, Kristopher Willard, Alvin Wilson, and Brad Young, on behalf of themselves and proposed Class and Sub-Classes, ask this Court to:

- A. Certify the case as a class action and appoint Plaintiffs and their counsel to represent the Nationwide Class and Sub-Classes;
- B. Declare that Defendant is financially responsible for notifying all Class and Sub-Class members of Defendant's deceptive and unconscionable business practices alleged herein;
- C. Declare that Defendant's conduct alleged herein violates the laws cited above;
- D. Permanently enjoin Defendant from engaging in the misconduct alleged herein;
- E. Retain jurisdiction to monitor Defendant's compliance with the permanent injunctive relief;
- F. Order that the discovery rule applies to extend any applicable limitations periods (and the corresponding class periods) for the Class and Sub-Classes to the date on which Verizon

first began charging the Administrative Charge;

G. Order disgorgement and/or restitution, including, without limitation, disgorgement of all revenues, profits and/or unjust enrichment that Verizon obtained, directly or indirectly, from Plaintiffs and class members as a result of the unlawful conduct alleged herein;

H. Order Defendant to hold in constructive trust all Administrative Charge payments received from the Class and Sub-Classes;

I. Order Defendant to perform an accounting of all such Administrative Charge payments;

J. Enter judgment in favor of Plaintiffs and the classes for damages suffered as a result of the conduct alleged herein;

K. Order Defendant to pay punitive, exemplary, treble, and/or statutory damages to the classes under the laws outlined herein;

L. Order Defendant to pay attorneys' fees and costs to the extent allowed by law;


M. Order Defendant to pay pre-judgment and post-judgment interest to the extent allowed by law; and

N. Grant such other and further legal and equitable relief as the Court deems just and proper.

**JURY TRIAL DEMAND**

PLEASE TAKE NOTICE that the Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: November 10, 2023

By:   
DeNITTIS OSEFCHEN PRINCE, P.C.  
Stephen P. DeNittis, Esq.  
Joseph A. Osefchen, Esq.