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12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

15 W.A. CALL MFG. CO., INC., a California
16 corporation; LISA DIAZ d/b/a LEGACY
17 DANCE ACADEMY; ALILANG LLC, a
18 California limited liability company; and on
behalf of all others similarly situated,

19 Plaintiffs,

20 vs.

21 WILINE NETWORKS INC., a Delaware
22 Corporation; and DOES 1 through 10,
inclusive,

23 Defendants.
24

CASE NO. 4:24-cv-07141

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiffs W.A. Call Mfg. Co., Inc., a California corporation, Lisa Diaz d/b/a Legacy
2 Dance Academy, and Alilang LLC, a California limited liability company (collectively,
3 “Plaintiffs”), bring this action on behalf of themselves and all others similarly situated against
4 Defendant WiLine Networks Inc. (“Defendant” or “WiLine”). Plaintiffs make the following
5 allegations pursuant to the investigation of their counsel and based upon information and belief,
6 except as to the allegations specifically pertaining to themselves, which are based on personal
7 knowledge.

8 **NATURE OF THE ACTION**

9 1. This is a putative class action lawsuit against Defendant for breach of contract and
10 unfair business practices, including the deliberate concealment of critical contract terms.

11 2. Defendant has been and continues to engage in a systematic and pervasive scheme
12 to overbill its customers by surreptitiously increasing rates in amounts in excess of the agreed
13 upon contract rate, not providing notice of increases pursuant to Defendant’s contracts with its
14 customers, and increasing its customers’ rates more frequently than is permitted by the contracts.
15 Additionally, Defendant perpetrated an unlawful “automatic renewal” scheme to keep its
16 customers locked into contracts by concealing the automatic renewal terms from Plaintiffs.

17 3. Defendant engaged in strong-arm tactics to force Plaintiffs into keeping their
18 service with Defendant by using threats of astronomical early termination fees calculated based
19 on the automatic renewal terms of which that Plaintiffs were never made aware.

20 4. Defendant is a nationwide company that primarily provides fixed-wireless
21 Internet and telephony services to personal consumers, as well as to small business consumers.
22 According to Defendant’s website, “WiLine is present in 45 states and over 610 markets and
23 growing rapidly.”

24 5. Defendant’s website asserts Defendant is operating in every state except Maine,
25 Nebraska, New Hampshire, South Dakota, and Wyoming, but is rapidly building out its service
26 areas in those remaining five states.

27 6. In the Customer Service Agreement (“Service Agreement”) presented to its
28 customers, Defendant made no mention of increasing the service charge rates, automatic renewal

1 of the contract, or a requirement to arbitrate disputes.

2 7. Instead, upon the signing of Defendant’s Service Agreement, a WiLine customer
3 agrees to be bound “to this Order and Service Agreement Terms and Conditions as posted on
4 www.wiline.com.”

5 8. This information is provided in the fine print using 8-point font in the Service
6 Agreement.

7 9. The language is purposely ambiguous as it is written to imply the Service
8 Agreement’s terms and conditions can be found at www.wiline.com.

9 10. Plaintiffs read the sentence to mean a copy of the same terms the Plaintiffs were
10 agreeing to in their Service Agreements could be found online. In this reading, Plaintiffs would
11 have no reason to assume there was a separate document of *additional* terms and conditions to be
12 found by going to the Defendant’s website.

13 11. In fact, Defendant purposely withheld the *separate* Service Agreement Terms and
14 Conditions (“Terms and Conditions”) from Plaintiffs altogether. Defendant did not provide
15 Plaintiffs with a copy of the Terms and Conditions when it presented its Service Agreements and
16 it cannot be found on the homepage of WiLine’s website as indicated on the Service
17 Agreements.

18 12. Instead, it is buried behind two layers of the website. The first layer is a small
19 link at the bottom of the page that says “Legal.” The second requires the customer to find a
20 section titled “WiLine Terms and Conditions.” From there, the customer must click a link that
21 says “Read More,” which finally takes them to a PDF copy of the Terms and Conditions. A
22 copy of the Terms and Conditions are attached hereto as **Exhibit A**.

23 13. Upon reading the Terms and Conditions, which are also printed in 8-point text, it
24 is clear why Defendant would go to such lengths to prevent Plaintiffs from discovering its terms.
25 The provisions serve to benefit Defendant primarily and, as expounded upon below, even require
26 that Plaintiffs relinquish a number of their legal rights in order to be a customer of WiLine.

1 14. In spite of the one-sided provisions of the Terms and Conditions, Defendant still
2 breached them. Plaintiffs allege Defendant increased its service charges in an excessive and
3 arbitrary manner.

4 15. The Terms and Conditions, at Section 7, provide, in part: “WiLine reserves the
5 right, in its sole discretion, to apply an annual price adjustment to the current service fees, based
6 on the Consumer Price Index (‘CPI’) as published by the United States Department of Labor,
7 Bureau of Statistics.”

8 16. Despite the limitation of annual price increases in accordance with the CPI,
9 Defendant repeatedly raised its service rates more than once annually and not in accordance with
10 the limits imposed by the CPI.

11 17. The Terms and Conditions, at Section 7, also provide, “[p]rices quoted on the
12 Service Agreement may be subject to price adjustments. The Customer will receive at least (30)
13 days prior written notice of any such adjustments.”

14 18. However, Defendant often did not provide its customers with the requisite
15 advanced written notices of price adjustments.

16 19. Plaintiffs allege that any contract provisions related to the automatic renewal of
17 the Service Agreements were purposely hidden from them and were later revealed only to be
18 used in Defendant’s customer retention efforts after the expiration of the initial term of the
19 Service Agreements.

20 20. The Terms and Conditions, at Section 8, in 8-point text, provide, in part: “The
21 Term of this Service will be stated on the Service Agreement. At the end of the Initial Term, this
22 Agreement will be automatically renewed for successive Term periods (‘Renewal Term’) until
23 either party terminates this Agreement upon thirty (30) days written notice which will commence
24 at the start of the next billing cycle. Such written termination notice must be sent to
25 contracts@wiline.com and may be liable for Early Termination Charges as detailed in Section
26 9.”

27 21. Defendant effectively enrolled Plaintiffs and the Class into a contract that
28 automatically renews its services for the same term length as the initial contract term. For

1 instance, if a customer that enrolled in a five-year contract does not send a termination notice to
2 WiLine thirty (30) days before the five-year period is over, they will be locked into an additional
3 five-year term.

4 22. Such a provision violates a numerous laws designed to protect consumers from
5 deceptive practices, requiring notices of service rate increases and renewals to be just and
6 reasonable.

7 23. Defendant implemented a negative option renewal into its Terms and Conditions,
8 which meant if the customer did nothing, Defendant would automatically renew the contract
9 term even if it did not receive its customers' affirmative consent to these terms.

10 24. Making matters worse, Defendant did not provide Plaintiffs with any prior notice
11 of Plaintiffs' automatic renewal of the Service Agreements.

12 25. Defendant did not offer any means for Plaintiffs to opt-out of the automatic
13 renewal, only providing cancellation instructions and the concealed Terms and Conditions after
14 Plaintiffs attempted to cancel their services with Defendant.

15 26. Plaintiffs were caught off guard at this point because they were not expecting
16 their contracts to be automatically renewed or to be confronted with an exorbitant early
17 termination fee. The early termination fees were based on a calculation of the current service
18 fees multiplied by the number of months remaining of the automatically renewed term.

19 **PARTIES**

20 27. Plaintiff W.A. Call Mfg. Co., Inc. is a California corporation with its principal
21 place of business located in San Jose, Santa Clara County, California.

22 28. Plaintiff Lisa Diaz is a citizen of El Segundo, Los Angeles County, California.

23 29. Plaintiff Alilang LLC is a California limited liability company with its principal
24 place of business located in Anaheim, Orange County, California.

25 30. Defendant WiLine Networks Inc. is a Delaware corporation with its principal
26 place of business located in Princeton, New Jersey with a satellite office in Redwood City,
27 California. Defendant markets to both business and personal consumers via its website located
28

1 at www.wiline.com. Defendant sold its broadband Internet and telephony services throughout
2 the State of California at all times during the Class Period.

3 **JURISDICTION AND VENUE**

4 31. This Court has jurisdiction over the subject matter of this action pursuant to 28
5 U.S.C. § 1332(a)(1) and 28 U.S.C. § 1331. The aggregate amount in controversy exceeds
6 \$75,000, exclusive of interest and costs; there are at least 100 members of the putative class; and
7 Plaintiffs, as well as the members of the proposed class, are citizens of a state different from
8 Defendant. Plaintiffs also bring a federal claim.

9 32. The injuries, damages and/or harm upon which this action is based, occurred or
10 arose out of activities engaged in by Defendant within, affecting, and emanating from the State
11 of Delaware. Defendant regularly conducts and/or solicits business in, engages in other
12 persistent courses of conduct in, and/or derives substantial revenue from products provided to
13 persons or entities in the State of California. Defendant has engaged, and continues to engage, in
14 substantial and continuous business practices in the State of California.

15 33. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
16 substantial part of the events or omissions giving rise to the claims occurred in the State of
17 California, including within this District.

18 34. Furthermore, the Terms and Conditions specify a choice of law and venue for
19 disputes between the contracting parties: “This Agreement shall be governed by the laws of the
20 State of California without regard to its conflict of law provisions with venue lying in the federal
21 and state courts of Alameda County, California.”

22 35. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

23 **FACTUAL ALLEGATIONS**

24 **A. The Broadband Internet Market in America**

25 36. Previously, a lack of competition and consumer choice in the broadband provider
26 market, which had been restricted to cable and telco providers, has been raised as the primary
27
28

1 reason Internet costs can be high and speeds and access can be poor even in urban areas¹.

2 37. To remedy this anti-competitive climate, government agencies have worked to
3 minimize costs that entrants may incur. The Telecommunications Act of 1996 expanded access
4 rights to pole attachments for ISPs with federal subsidies in an effort to encourage provider
5 participation².

6 38. In 2015, the Federal Communications Commission (“FCC”) granted a preemption
7 petition requested by local utility boards in North Carolina and Tennessee over the state laws
8 that, as a result of private provider lobbying, had legally prevented municipalities from entering
9 the broadband market³.

10 39. To reduce costs and expand the market, the FCC also approved a “Dig Once”
11 policy—a mandate that requires cities to implement broadband conduits during construction of
12 federally-funded roads⁴.

13 40. Because the financial expense of laying down fiber constitutes such a large
14 portion of deployment costs, measures sympathetic towards this step of entrance make it easier
15 for broadband providers to invest in infrastructure.

16 41. Wireless Internet service providers, also known as fixed wireless access
17 providers, such as WiLine, eliminate the need for and the costs of point-to-point cabling by
18 delivering broadband Internet services through wireless networking technology. They can even
19 supply speeds up to 10Gbit/s of synchronous download and upload speeds⁵.

21
22 ¹ Fletcher, J. (May 11, 2023) *The History of US Broadband*, S&P Global Homepage.
23 Available at: [https://www.spglobal.com/marketintelligence/en/news-insights/research/the-](https://www.spglobal.com/marketintelligence/en/news-insights/research/the-history-of-us-broadband)
24 [history-of-us-broadband](https://www.spglobal.com/marketintelligence/en/news-insights/research/the-history-of-us-broadband) (Retrieved August 30, 2024).

25 ² Telecommunications Act of 1996, Pub. L. No. 104-104, tit. II, 110 Stat. 56 (February 8,
26 1996) (codified as amended in 47 U.S.C. § 151, *et seq.*).

27 ³ *FCC Releases Order Preempting TN & NC Municipal Broadband Restrictions*. Federal
28 Communications Commission, December 9, 2015. Available at:
[https://www.fcc.gov/document/fcc-releases-order-preempting-tn-nc-municipal-broadband-](https://www.fcc.gov/document/fcc-releases-order-preempting-tn-nc-municipal-broadband-restrictions)
[restrictions](https://www.fcc.gov/document/fcc-releases-order-preempting-tn-nc-municipal-broadband-restrictions) (Retrieved August 26, 2024).

⁴ Office, U.S.G.A. (June 27, 2012) *Planning and flexibility are key to effectively
deploying broadband conduit through Federal Highway Projects*, U.S. GAO. Available at:
<https://www.gao.gov/products/gao-12-687r> (Retrieved August 26, 2024).

⁵ WiLine (January 2024) *Fixed-Wireless vs Fiber - Which is Best?*, WiLine. Available at:
<https://www.wiline.com/blog/fixed-wireless-vs-fiber/> (Retrieved August 30, 2024).

1 42. In 2015, the FCC defined broadband as any connection with a download speed of
2 at least 25 Mbit/s and an upload speed of at least 3 Mbit/s, though the definition has used a
3 slower speed in the past⁶.

4 43. In 2018, 73.0% of households had access to 25Mbps downstream with 3Mbps
5 upstream speeds from only one or two fixed-broadband providers, and only 21.6% had access
6 from three or more providers. In 2021, only 29.1% of households had access from one or two
7 providers while 69.3% were served by three or more providers. Thus, the number of households
8 served by three or more providers increased by 47.7 percentage points from 2018 through 2021⁷.

9 44. By 2021, the Carmel Group, which offers consulting for the telecom, media,
10 technology, and entertainment industries, estimated that there was a minimum of 2,800 fixed-
11 wireless-centric operators, like WiLine, in the United States⁸.

12 45. With growing options for broadband Internet access in America, broadband
13 providers have made it intentionally confusing for their users to cancel Internet service⁹,
14 sometimes outright refusing to allow customers to cancel their service¹⁰.

15 46. Defendant has taken the measures employed by other broadband providers
16 struggling to keep customers to another level. Once enrolled into broadband and/or telephony
17 services with WiLine, it would raise Plaintiffs' service fees at improper intervals and for
18 amounts in excess of the agreements it entered into with Plaintiffs. When Plaintiffs attempted to
19

20 ⁶ *The FCC has set a new, faster definition for broadband*, Brian Fung, The Washington
21 Post, January 29, 2015. Available at: <https://www.washingtonpost.com/news/the-switch/wp/2015/01/29/the-fcc-has-set-a-new-faster-definition-for-broadband/> (Retrieved August 26, 2024).

22 ⁷ *2022 Communications Marketplace Report*, GN Docket No. 22-203 (Dec. 30, 2022) at
23 Fig. II.A.28, available at <https://docs.fcc.gov/public/attachments/FCC-22-103A1.pdf>. (Retrieved August 26, 2024).

24 ⁸ Schaeffler, Jimmy, *Liftoff! Internet Service Providers Take Flight with Fixed-Wireless
25 and Hybrid Networks*, The Carmel Group, April 4, 2021. Available at:
https://www.wispa.org/media/v1/543/2024/01/2021_WISPA_Report_FINAL-compressed.pdf
(Retrieved August 26, 2024).

26 ⁹ *Ready to ditch your internet provider? Here's a Step-By-Step Guide on Canceling Your
27 Internet Service* (August 18, 2024) CNET. Available at:
<https://www.cnet.com/home/internet/ready-to-ditch-your-internet-provider-heres-a-step-by-step-guide-on-canceling-your-internet-service/> (Retrieved August 26, 2024).

28 ¹⁰ *Comcast Apologizes for 'Unacceptable' Customer Service Call That Won't End* (July 15, 2014) ABC News. Available at: <https://abcnews.go.com/Business/comcast-apologizes-unacceptable-customer-service-call-end/story?id=24567047> (Retrieved August 26, 2024).

1 cancel broadband Internet services with Defendant, Defendant would inform Plaintiffs that it had
2 automatically renewed the contracts, which would then subject Plaintiffs to exorbitant early
3 termination fees, if they were going to proceed with cancellation.

4 **B. The Telephone Market in America**

5 47. Similarly, the history of telephone service in America is marked with periods of
6 little competition to forced market competition through antitrust action and ultimately feverish
7 levels of competition brought about by new technologies and innovation.

8 48. Shortly after the invention of the telephone starting from 1881 and running
9 through 1899, the American Bell Telephone Company had a monopoly on telephone services in
10 the United States¹¹.

11 49. AT&T was the successor to the American Bell Telephone Company and due to
12 various federal agreements, AT&T maintained a near monopoly on telephone service in the
13 United States from 1899 to 1982.

14 50. In 1974, the United States Department of Justice filed an antitrust lawsuit against
15 AT&T. By August 1982, after a consent decree between AT&T and the United States
16 Department of Justice, the AT&T corporate structure was divested into seven regional holding
17 companies¹², colloquially known as “Baby Bells.”

18 51. Starting in 1972, adoption of mobile telephones that could be installed in cars,
19 vehicles, and carried around in portable bags was just starting to grow¹³.

20 52. Thirty years later, by 2002, the Pew Research Center found approximately 62% of
21 American adults owned a mobile phone. Twenty years later, by 2023, that percentage had grown
22 to 97%¹⁴.

23 53. The advent and the steady adoption of the modern-day cell phone sparked an
24 inverse relationship with the number of telephone landlines subscriptions in the United States.

25
26 ¹¹ Brooks, John (1976). *Telephone: The first hundred years*. Harper & Row. pp. 73–105.

27 ¹² *United States v. American Telephone and Telegraph Company*, 552 F.Supp. 131
(1982).

¹³ U.S. Patent No. 3,663,762 (Issued May 16, 1972).

28 ¹⁴ *Mobile Fact Sheet* (January 31, 2024) Pew Research Center. Available at:
<https://www.pewresearch.org/internet/fact-sheet/mobile/> (Retrieved August 30, 2024).

1 At its peak in 2000 there were 192 million landline subscriptions. By 2023, that number had
2 fallen to less than half with only 87.99million landline subscriptions¹⁵.

3 54. Meanwhile, the popularity of Voice-over-Internet-Protocol (VOIP) exploded in
4 the 2010s, as a result of lower costs and low barriers to entering the market. In 2010, there were
5 only 6.2 million business VOIP lines and 28 million residential VOIP lines being used in the
6 United States. By 2018, those numbers had grown to 41.6million business VOIP lines and
7 76.6million residential VOIP lines¹⁶.

8 55. The number of VOIP providers, like WiLine, is innumerable, because they are
9 merely resellers of large-scale VOIP wholesalers like Bandwidth.com¹⁷.

10 56. Companies such as Alphabet/Google, Microsoft, Verizon Communications,
11 AT&T/RingCentral, Cisco Systems, Zoom, Twilio, Vonage, and Dialpad actually dominate the
12 VOIP market¹⁸.

13 57. With a highly competitive VOIP landscape, Defendant, in lockstep with how it
14 handled its broadband Internet service contracts, employed the same tactics to extract more
15 money from Plaintiffs than it was entitled. Defendant imposed automatic renewal terms on
16 Plaintiffs, while simultaneously hiding those contract provisions from Plaintiffs.

17 **C. Automatic Renewals**

18 58. Automatic renewal clauses, also referred to as an evergreen clause, act to
19 automatically renew the terms of an agreement at the end of a subscription period, except when
20 the contract is terminated, such as by mutual agreement or contract breach.

21 59. Defendant did not include an automatic renewal clause in the Service Agreements
22 it presented to Plaintiffs. Instead, it went to great lengths to hide its Terms and Conditions and
23

24 ¹⁵ Taylor, P. (August 22, 2024) *Fixed telephone subscriptions in the U.S. 2023*, Statista.
25 Available at: <https://www.statista.com/statistics/187241/number-of-fixed-telephone-lines-in-the-united-states-since-2000/> (Retrieved August 30, 2024).

26 ¹⁶ Joshi, S. (February 5, 2024) *50 VoIP Statistics to Reveal the Future of Phone Systems*,
27 *Learn Hub*. Available at: <https://learn.g2.com/voip-statistics> (Retrieved August 30, 2024).

28 ¹⁷ See, <https://www.bandwidth.com/products/voip-origination/> .

¹⁸ Research and Markets Ltd. (April 2024) *Voice over Internet Protocol (VOIP) Services Global Market Report 2024*, Research and Markets - Market Research Reports. Available at: <https://www.researchandmarkets.com/reports/5954573/voice-over-internet-protocol-voip-services> (Retrieved August 30, 2024).

1 the automatic renewal language from Plaintiffs.

2 60. Defendant purposely did not present Plaintiffs with a copy of the Terms and
3 Conditions. Instead, it used intentionally ambiguous language, in small 8-point text, to refer
4 Plaintiffs to www.wiline.com for the “Service Agreement Terms and Conditions.”

5 61. However, the Terms and Conditions cannot be found at the landing page of
6 www.wiline.com. Instead, the Terms and Conditions are buried beneath two layers of
7 Defendant’s website.

8 62. Defendant did not receive Plaintiffs’ affirmative consent to the automatic
9 renewals, which is also known as negative option marketing. It is the condition that allows a
10 provider to take a customer’s silence or failure to take an affirmative action, as acceptance of an
11 offer.

12 63. Defendant did not present to Plaintiffs the automatic renewal language in a
13 manner that was just and reasonable.

14 64. Defendant also did not present to Plaintiffs a simple means to opt-out or cancel
15 their automatic renewal of the contract, such as a link accessible on its website.

16 **D. The Communications Act of 1934 and the Telecommunications Act of 1996**

17 65. There are regulations that protect personal and business consumers from billing
18 and automatic renewal practices that are unjust and unreasonable.

19 66. As a telecommunications company registered with the FCC as a common carrier
20 that holds itself out to the public for hire to provide communications transmission services,
21 Defendant is bound by the statutory framework provided by the Communications Act of 1934,
22 and as amended by the Telecommunications Act of 1996.

23 67. The Telecommunications Act of 1996 is a federal law enacted by the 104th
24 United States Congress on January 3, 1996, and signed into law on February 8, 1996. It
25 primarily amended Chapter 5 of Title 47 of the United States Code. The act was the first
26 significant overhaul of United States telecommunications law in more than sixty years, amending
27 the Communications Act of 1934, and represented a major change in that law, because it was the
28 first time that the Internet was added to American regulation of broadcasting and telephony.

1 68. The primary goal of the law was to “let anyone enter any communications
2 business – to let any communications business compete in any market against any other.”

3 69. However, Congress was careful to build in protections for consumers. The statute
4 titled “Service and charges” provided, in part, “[a]ll charges, practices, classifications, and
5 regulations for and in connection with such communication service, shall be just and reasonable,
6 and any such charge, practice, classification, or regulation that is unjust or unreasonable is
7 declared to be unlawful[.]” 47 U.S.C. § 201(b).

8 70. Congress also wanted consumers to have a mechanism to keep providers of
9 telecommunications services accountable. The Telecommunications Act of 1996 allows “[a]ny
10 person claiming to be damaged by any common carrier subject to the provisions of this chapter
11 may either make complaint to the Commission as hereinafter provided for, or may bring suit for
12 the recovery of the damages for which such common carrier may be liable under the provisions
13 of this chapter, in any district court of the United States of competent jurisdiction; but such
14 person shall not have the right to pursue both such remedies.” 47 U.S.C. § 207.

15 71. “In case any common carrier shall do, or cause or permit to be done, any act,
16 matter, or thing in this Act prohibited or declared to be unlawful, or shall omit to do any act,
17 matter, or thing in this Act required to be done, such common carrier shall be liable to the person
18 or persons injured thereby for the full amount of damages sustained in consequence of any such
19 violation of the provisions of this Act, together with a reasonable counsel or attorney’s fee, to be
20 fixed by the court in every case of recovery, which attorney’s fee shall be taxed and collected as
21 part of the costs in the case.” 47 U.S.C. § 206.

22 72. Plaintiffs allege that the charges Defendant placed on its customers’ bills were
23 unjust and unreasonable. The service charges billed by Defendant were not agreed upon by the
24 parties and the charges did not comport with the terms of the Service Agreements with Plaintiffs.

25 73. Plaintiffs further allege the automatic renewal practices employed by Defendant,
26 which include concealing the Terms and Conditions from Plaintiffs, to be unjust and
27 unreasonable.
28

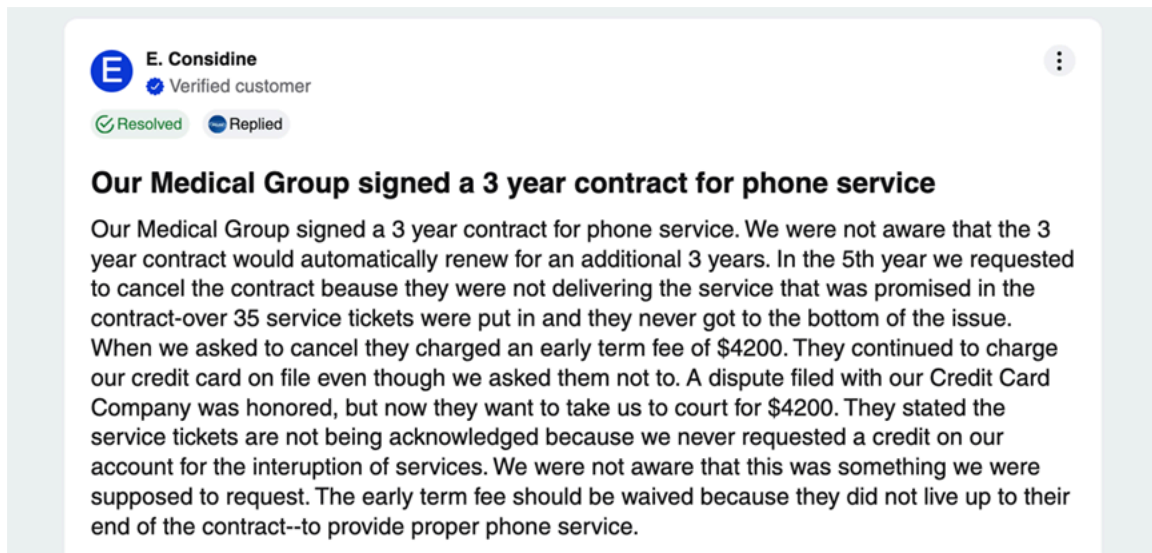
1 **E. Defendant’s Online Complaints Are Indicative of Its Unlawful and Unfair Practices**

2 74. Defendant’s customers have been submitting online complaints about WiLine
3 ranging from hiding contract terms to arbitrary price increases to a failure to follow its contract
4 terms and a failure to provide the services that were contracted.

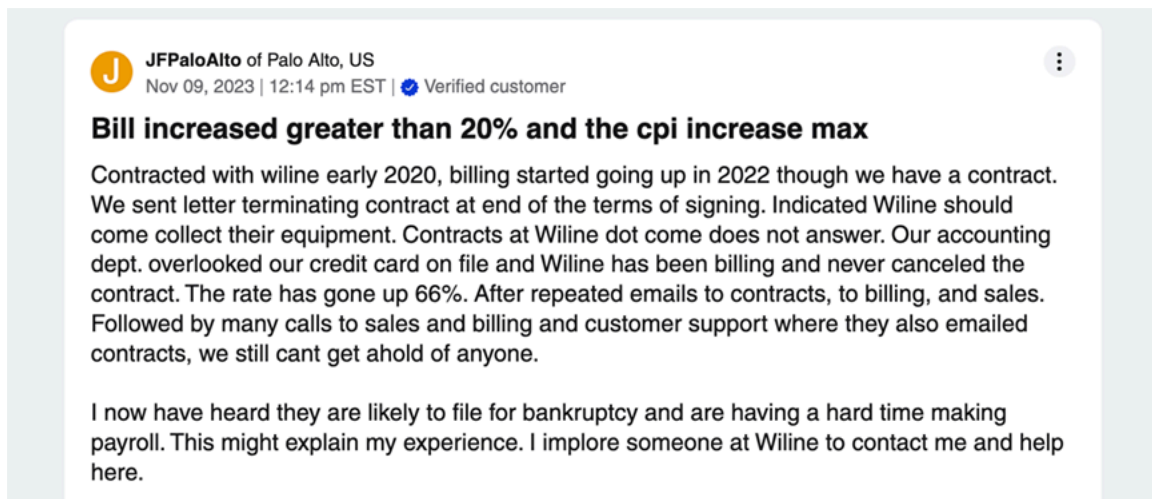
5 75. Plaintiffs, like the reviewers, are similarly surprised that their contracts were
6 automatically renewed and by their inability to cancel their contracts without paying an
7 exorbitant early termination fee.

8 76. Some reviews even complain about emailed cancellation requests being ignored
9 by Defendant. Some examples of complaints from Defendant’s customers follow below.

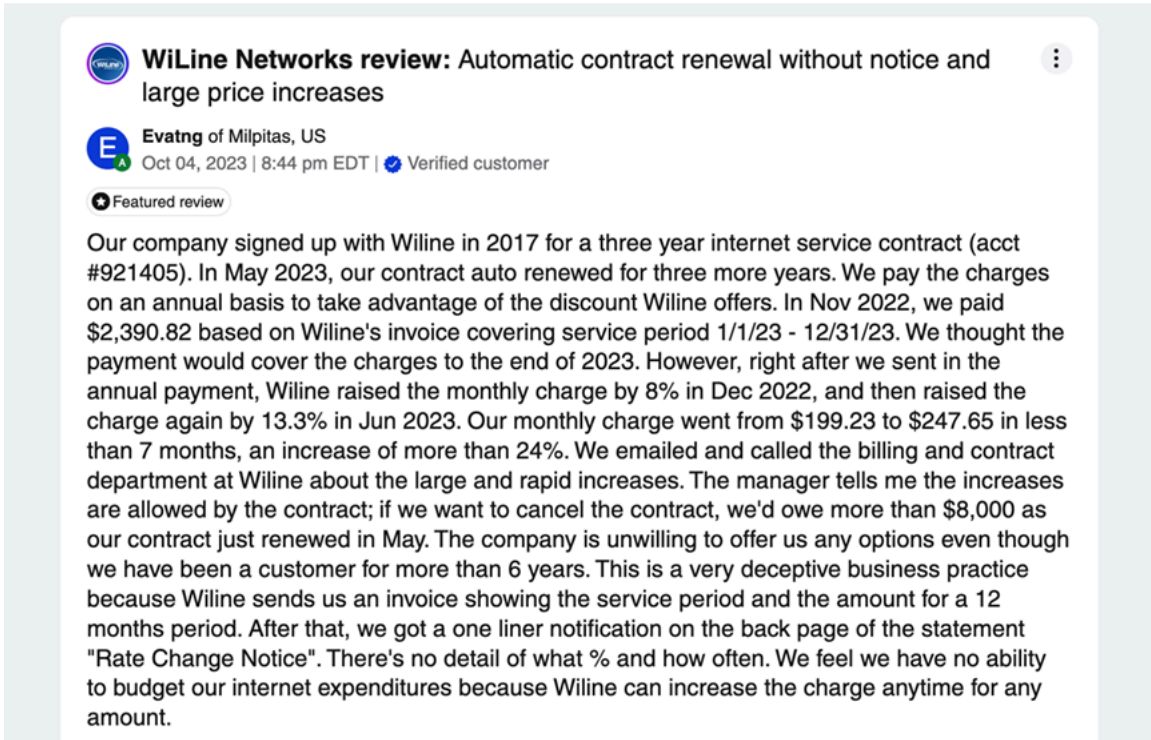
10 77. Review from <https://www.complaintsboard.com/wiline-networks-b135649> :

11  A screenshot of a complaint from E. Considine, a verified customer. The complaint title is "Our Medical Group signed a 3 year contract for phone service". The text describes a 3-year contract for phone service that automatically renewed for another 3 years. The customer requested cancellation in the 5th year because service was not delivered as promised, and 35 service tickets were filed but never resolved. An early termination fee of \$4200 was charged, and the customer was billed on their credit card despite requests to stop. A dispute with the credit card company was resolved, but the company now wants to take the customer to court for the \$4200 fee. The customer states that service tickets were not acknowledged because they never requested a credit on their account for the interruption of services. They were not aware that this was something they were supposed to request, and the early term fee should have been waived because they did not live up to their end of the contract to provide proper phone service.

20 78. Review from <https://www.complaintsboard.com/wiline-networks-b135649> :

21  A screenshot of a complaint from JFPaloAlto of Palo Alto, US, dated Nov 09, 2023 at 12:14 pm EST. The complaint title is "Bill increased greater than 20% and the cpi increase max". The text describes a contract with Wiline starting in early 2020, with billing starting to increase in 2022. The customer sent a letter terminating the contract at the end of the terms, but Wiline did not answer and continued to bill. The accounting department overlooked the credit card on file, and Wiline has been billing and never canceled the contract. The rate has increased by 66%. After repeated emails to contracts, billing, and sales, followed by many calls to sales and billing and customer support, the customer still cannot get ahold of anyone. The customer concludes by stating they have heard Wiline is likely to file for bankruptcy and is having a hard time making payroll, which might explain their experience. They implore someone at Wiline to contact them and help.

79. Review from <https://www.complaintsboard.com/wiline-networks-b135649> :



The screenshot shows a review titled "WILine Networks review: Automatic contract renewal without notice and large price increases" by a verified customer from Milpitas, US. The review details a complaint about automatic contract renewals and significant price increases without proper notice.

WILine Networks review: Automatic contract renewal without notice and large price increases

E Evatng of Milpitas, US
Oct 04, 2023 | 8:44 pm EDT | Verified customer

Featured review

Our company signed up with Wiline in 2017 for a three year internet service contract (acct #921405). In May 2023, our contract auto renewed for three more years. We pay the charges on an annual basis to take advantage of the discount Wiline offers. In Nov 2022, we paid \$2,390.82 based on Wiline's invoice covering service period 1/1/23 - 12/31/23. We thought the payment would cover the charges to the end of 2023. However, right after we sent in the annual payment, Wiline raised the monthly charge by 8% in Dec 2022, and then raised the charge again by 13.3% in Jun 2023. Our monthly charge went from \$199.23 to \$247.65 in less than 7 months, an increase of more than 24%. We emailed and called the billing and contract department at Wiline about the large and rapid increases. The manager tells me the increases are allowed by the contract; if we want to cancel the contract, we'd owe more than \$8,000 as our contract just renewed in May. The company is unwilling to offer us any options even though we have been a customer for more than 6 years. This is a very deceptive business practice because Wiline sends us an invoice showing the service period and the amount for a 12 months period. After that, we got a one liner notification on the back page of the statement "Rate Change Notice". There's no detail of what % and how often. We feel we have no ability to budget our internet expenditures because Wiline can increase the charge anytime for any amount.

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80. Review from <https://www.complaintsboard.com/wiline-networks-b135649> :

Protech Products of Ontario, US

Aug 01, 2023 | 3:44 pm EDT | ✔ Verified customer

22,464.74 to get out of WiLine Contract

We Got WiLine in 2017 for a 3 year contract, Like most people we did not know it was an auto renewal because the Customer service Agreement for Data and Voice that you sign did not come with the full Terms of Agreement. The forms have a "as posted on www.wiline.com" in the fine print for their service agreement, but they never have you actually sign or initial the service agreement paper that reference the auto renewal.

Anyways after 6 years of on time payments, and multiple outages, I tried cancelling our service at the end of July only to be told that it auto renewed for 3 more years just a couple of weeks before our request and it would cost me 22,464.74 to pay off the Data and Voice contracts for 3 years. It probably doesn't matter very much, but they show we started 7/16/2017, but we show our first bill had our first call go out on 8/16/2017 a month after they show. We were on Hot Spots prior to that.

I asked if there was anything I could do and was told no, they could only renegotiate what I was paying monthly... for a better price... I went from 20mbps in 2017 dedicated at about 350.00 a month to This past bill being over 640.00 for the same 20mbps... A new company offered me almost 50% off that price and 100mbps so we went with them.

22,464.74 cancellation for a contract that I did not know was on automatic renewal is obscene... When I see others buying out way cheaper... Before I put this complaint on this site (and possibly others soon) I asked the rep if there was any other options and he said no, only negotiating a lower price. Otherwise I never would've posted this had they said anything other then no.

WiLine needs people to sign that agreement term and not a paper that says go to our website to see the terms (if they haven't changed that already) also they should be like Lease companies who tell you 60 days in advance that your lease is set to Renew for another year.

The fact that the price can go up 10 months out of 12 months every year lead us to believe we were on a Month to Month contract after the first year...

Missing the auto renewal date by 30 days should lead to a full 3 year buy out. that is brutal, how can that be justified?

81. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/complaints> :

Initial Complaint

06/05/2023

Complaint Type:



Service or Repair Issues

Status: Answered ?

WiLine failed to provide services per the contract.essentially breach of contract and now they are trying to collect early termination fees

1 82. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/complaints> :

3

4  **Initial Complaint** **Complaint Type:** Service or Repair Issues **Status:** Answered 

5 06/24/2024

6 We are/were contracted with Wiline for internet services. From

7 January 6 - January 10, 2024 the service was completely down, and

8 the company was slow to respond/resolve this issue. For the month of

9 February 2024 the service was so slow it was unusable, and the

10 promised speeds were not reached. After reaching out in early

11 February 2024 Wiline stated they did not have a solution, so we were

12 forced to seek out another service to keep our business operating.

13 We then requested a release from our contract, since they did not



14 meet the requested internet speeds, and they are refusing to let us

15 out of our contract. Wiline is billing us for roughly \$7400 for an early

16 termination fee, and we would like this fee waived, as they did not

17 provide the service we signed up for.

18 83. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/complaints> :

19  **Initial Complaint** **Complaint Type:** Customer Service Issues **Status:** Unresolved 

20 07/09/2024

21 Numerous attempts via phone and email have been placed to Wline

22 to terminate our account. ***** has not processed our

23 request. We want to terminate our service - Contract understood and

24 payoff amount understood. Wiline is dragging this out way more than

25 needed

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1 84. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
2 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :



4 Ira B.



5 08/29/2022

6 Sent 7/11/22 I am reaching out because this company has for a lack of better
7 words trap us. Between price increases, termination fees and/or never ending
8 contract. We understand there are reasonable increases to rates over time. But
9 what are options are, just are unreasonable. Our bill increased within one month
10 of signing the last contract shown in our first bill which was the quote we accepted
11 11/1/21 \$230 broadband \$60 final bill \$315, one month into having the service our
12 bill increased date 12/1/21 to \$244.26 broadband and \$63 final bill \$335 which
13 was also the last month to increase 12% before 2022. Then again in June we get
14 hit with another 12% increase final bill \$375 only 6 months after. Mind you are not
15 given a proper notice other than link on the bottom of the bill that leads you a
16 statement saying that it in summary "you can raise the rate 12% at any time". All
17 together our bill has increased of 20% in less than a year. We reach out due to the
18 fact that these increases are happening ridiculously fast and way to high. We
19 come to find out that the Termination Fee is over \$10,000, making the month
20 payment higher than what we pay now. Our next step was to be directed to
21 Services and Event. He kindly offers us our original rate. This is where I say a
22 never ending contract. Come to find out if we agree to this new contract our 36
23 month term restarts leading to more increases and never being able to afford to
24 pay the early termination fee. If we stick with our current contract or start a new
25 one with how fast you are raising our rates we potentially will be paying \$526 a
26 month. That is 66% higher than what we signed. I hope you can see that is a
27 financial burden we can not afford to take on. I hope you can how it is not fair to
28 raise the rates that quickly, and at such a high percentage, forcing us to go in debt
to cancel or forcing us to sign another commitment of 36 months leading us to the
same or leaving us unaffordable monthly never ending contract


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1 85. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
2 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :


3


4  Jeff H

5  12/21/2022

6 By far the most scandalous and dishonest company I have ever hired. From the
7 installation, to the service has been an absolute nightmare. They are in the
8 business of s***** over businesses and taking advantage of people. We really
9 had no other option, and signed on with Wiline in good faith that they would be
10 able to honor their end of the agreement and provide a consistent and reliable
11 source of internet a phone service. We have lost thousands of dollars due to
12 having them, and I would not recommend them to anyone. Their rate increases
13 are absurd, and they continue to up our rates MONTHLY. We got locked into a 4
14 year contract and are halfway through it. We are already paying nearly double
15 what we had originally agreed upon. This is a company that will cross the wrong
16 person one day, and lose everything in a legal battle.

17 86. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
18 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :

19  David M

20  04/17/2023

21 Small business owner who strongly recommends that you avoid making the same
22 mistake. My advice to ALL would be never do business with WiLine Networks.
23 Never have I done business with a business this bad. Between the rampant
24 packet loss, unstable connection and under delivering on the contracted speed
25 rates, this is just the beginning. Never sign a contract with this company, they're a
26 joke. There's no value in signing a contract because WiLine adjusts the bill
27 whenever the wind blows without notice or cause. Not having internet might have
28 been a better option to this very poor company.

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1 87. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
2 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :



4 Vincent s



5 04/24/2023

6 Review of Service: I was surprised a business tailoring to small businesses would
7 have soo much down time. Price:STAY AWAY.... STAY AWAY.... they lock you in
8 with a reasonable price the first year and then just start increasing your rate at a
9 ridiculous amounts. Their contract states they can raise the price to anything they
10 want at anytime long as they give you a 30 day notice. And they also have CPI
11 (inflation) increases which can happen more than once in an given year.
12 Happened to us!01.2021-started contract 12.2021-CPI increase 6.2%03.2022-CPI
13 increase 7.9%03.2023-CPI increase 6.4%In their contract, it states they can raise
14 the rates at anytime. so they did... (on top of CPI increase)06.2022-Rate increase
15 12%12.2022-Rate increase 8%03.2023-Rate increase 6.5% (On top of CPI)Imagine
16 your internet bill goes from \$1,100 to \$1,700 within 18 months!.. per location....I
17 don't even know what what the rate will be by end of our contract. And if you
18 terminate early, they want their early termination fee.Stay away from the
19 headache.

20 88. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
21 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :



22 Aaron P



23 08/08/2023

24 This company has fine print not on the contract page but in a document
25 referenced on the contract that they can unilaterally raise prices as much as they
26 want whenever they want. You will not be able to get out of the contract until it is
27 over even if they raise the prices


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1 89. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews> :

3

4  Keith C.

5     


6 09/25/2023






7 WiLine is a nightmare to non-profit organization and small business. Their service is not stable, and too much downtime. In the beginning, they provide you a reasonable price , and then unreasonable to raise the price. Same as other customer review situation, ***** always use their terms and conditions - section 7 to find excuses for their price increase, i.e. CPI, local access fee..... ,etc. They first raised our price after 7 months we signed the contract and then raised it again 4 months later. I am appreciated if anyone can tell us how to legally fight back or any method to stop this ridiculous terms for price increase. What they do is constantly harming our cash flow and increasing our financial burden under this uncertainty economic environment.

12

13 90. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews> :

15

16  George P

17     

18 01/24/2024

19 Wiline contract is nothing but a big rip off, they have auto renewal hidden in their contract (page 7) even when on the front of the agreement you sign for a two year term. The sales person never mention the auto renew. Just to let people know that they do have an office in ***** if anyone wants to file a claim or taken them to court has I plan to.

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1 91. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
2 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :



3 Natascha D



4 03/16/2024

5 I can't believe that they are still able to do business , with their unlawful practices
6 of autorenewals . This is the worst company I have ever worked with . For years I
7 had to endure their overpriced rates and terrible service . even during the
8 pandemic and 16 months state mandated lockdown , I paid and they tricked me
9 into a new contract . Now after the company and **** (my POC) knew that I am
10 unhappy and will not continue , I was auto renewed . My business is closed and
11 they are still demanding money. Honestly , are you out of your minds ?? Their
communication is pure harassment and scare tactic . Not this time , 12 years of
service , Enough is enough !

12 92. Review from [https://www.bbb.org/us/nj/princeton/profile/internet-](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews)
13 [providers/wiline-networks-inc-0221-90048461/customer-reviews](https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews) :



14 Ariel L



15 05/13/2024

16 WiLine auto-renewed our company's contract for 25 months without informing us
17 that our existing contract with them expires on 06/01/2024 and asking us if we
18 want to renew. Our team contacted them on 5/10/2024 to cancel our contract with
19 them, but they told us that the contract has auto-renewed already. They told us
20 that our new contract term is from 06/01/2024 to 07/01/2026, and if we want to
21 cancel, we would need to pay an early termination fee of \$51,205. We asked them
22 if there's anyway they can reduce the termination fee for us and we were told that
23 there are 2 options - relocate the service or sign up for a longer contract. We're a
24 small startup company so relocating the service is not an option for us. The other
25 option they gave us is signing up for either a 38 months or 50 months contract
26 with them. As a small startup company, we can't sign up for long contracts like this,
27 nor do we have \$51K readily available to pay them in early termination fee. WiLine
28 pricing is 10X higher than what we're paying with another supplier. Given their
high price point and poor customer service, I would not recommend them to
anyone.

1 93. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews> :



4 Jessie Y



5 05/07/2024

6 WiLine Networks proves itself to be an unscrupulous and deceitful entity. In brief,
7 our experience with their service, initiated in 2015 for a 5Mbps Data plan, has
8 been riddled with persistent issues like sluggish internet speeds and poor phone
9 line quality. Despite our grievances, WiLine consistently escalated monthly fees
10 without addressing our concerns. Upon discovering that the actual speed was
11 merely 2Mbps, as verified by independent tests, and realizing we were
12 overcharged at \$438.91 monthly triple the market rate we terminated our contract
13 in November 2022. WiLine's response? A staggering cancellation fee demand of
14 \$9,004.11. Left with no recourse, we pursued legal action, filing a case in CA small
15 claims court for "Breach of Contract-Failure *****" against WiLine. Their
16 absence at the Feb. 17, 2023 court hearing led to a judgment in our favor,
17 awarding \$4,455, supported by irrefutable evidence. However, WiLine evaded
18 payment, impervious to our attempts to reach them via phone calls, mail, or email,
19 redirecting us to various departments. Multiple subsequent court hearings were
20 necessitated to secure payment, yet WiLine consistently failed to appear. Such
21 behavior epitomizes a flagrant disregard for business ethics. In summary:- WiLine
22 fails to deliver on its promises. They are not capable of what's been promised.-
23 Arbitrary price hikes characterize their business practices.- Their tactic of
24 ensnaring unsuspecting customers into auto-renewal without proper notice
25 violates California Assembly Bill *** 390, Chapter 450.- When confronted with their
26 faults, WiLine adopts a strategy of evasion. WiLine Networks appears to be an
27 unreliable and untrustworthy telecommunications company. They fail to deliver
28 promised services, exhibit poor customer service, engage in deceptive billing
practices, and evade responsibility when confronted with grievances. Overall,
their behavior reflects a lack of integrity and ethical business conduct.

94. Review from <https://www.bbb.org/us/nj/princeton/profile/internet-providers/wiline-networks-inc-0221-90048461/customer-reviews> :



25 Carolina C



26 06/05/2024

27 WiLine is the worst internet provider!!! The auto-renewal is the biggest scam. DO
28 NOT USE WILINE BEWARE

1 95. Defendant maintains an “F” rating with the Better Business Bureau (“BBB”),
2 which is the lowest possible rating the BBB assigns to businesses.

3 96. As of the filing of this Complaint, there are 150 one-star reviews for WiLine on
4 Yelp! originating from users in California, Washington, Nevada, New York, Hawaii, New
5 Jersey, Oregon, Texas, Florida, Louisiana, and Michigan. The majority of the complaints come
6 from reviewers in California. The complaints largely range from being blindsided by Terms and
7 Conditions that they were not made aware of to being billed in excess of their contract terms.
8 See, <https://www.yelp.com/biz/wiline-networks-redwood-city?rr=1> ;
9 <https://www.yelp.com/biz/wiline-networks-san-diego?rr=1> ; <https://www.yelp.com/biz/wiline-networks-sacramento?rr=1> ; and <https://www.yelp.com/biz/wiline-networks-los-angeles?rr=1> .

11 **PLAINTIFFS’ INDIVIDUAL ALLEGATIONS**

12 **a) W.A. Call Mfg. Co., Inc.**

13 97. Plaintiff W.A. Call Mfg. Co., Inc. (“W.A. Call”) entered into a Customer Service
14 Agreement – Voice with WiLine on or about July 6, 2020. The terms of the Customer Service
15 Agreement – Voice were that WiLine would provide W.A. Call with four phone lines for a total
16 of \$100.00 per month.

17 98. W.A. Call also entered into a Customer Service Agreement – Data with WiLine
18 on or about July 6, 2020. The terms of the Customer Service Agreement – Data were that
19 WiLine would provide W.A. Call with 50Mbps of broadband Internet service for the recurring
20 cost of \$300.00 per month. Both of the Customer Service Agreements entered into by W.A. Call
21 are attached as **Exhibit B**.

22 99. Despite the limitation of annual price increases in accordance with the CPI,
23 Defendant repeatedly raised its prices more than once annually and not in accordance with the
24 limits imposed by the CPI. During the three years and six months period between July 6, 2020
25 through December 31, 2023, Defendant increased W.A. Call’s service charges seven (7) times,
26 an average of two times per year.

1 100. The United States Bureau of Labor Statistics reported the annual CPI rates as
2 follows since 2020: 1.2% (ending 2020); 4.7% (ending 2021); 8.0% (ending 2022), and 3.4%
3 (ending 2023).

4 101. Defendant increased its service fees to W.A. Call by the following percentages on
5 each Service Agreement since 2020 as follows: 5.40% (from \$435.60 to \$459.12) on September
6 1, 2021; 12.0% (from \$459.12 to \$514.21) on June 1, 2022; 8.95% (from \$514.21 to \$560.24) on
7 September 1, 2022; 8.0% (from \$560.24 to \$605.06) on December 1, 2022; 8.0% (from \$605.06
8 to \$653.47) on June 1, 2023; 3.05% (from \$653.47 to \$673.40) on September 1, 2023; and
9 7.50% (from 673.40 to \$723.89) on December 1, 2023.

10 102. Defendant increased its service rates by 5.40% in 2021 when the CPI was 1.20%
11 ending in 2020. Defendant increased its service rates by a combined 28.95% in 2022 when the
12 CPI was 4.70% ending in 2021. Then, Defendant increased its service rates by a combined
13 11.55% in 2023 when the CPI was 3.40% ending in 2022.

14 103. In addition to the adjustments being made too frequently in violation of the Terms
15 and Conditions' provisions limiting increases to once per annum, the adjustments far exceeded
16 the published annual CPI rates.

17 104. The Terms and Conditions at Section 7 also provide, “[p]rices quoted on the
18 Service Agreement may be subject to price adjustments. The Customer will receive at least (30)
19 days prior written notice of any such adjustments.”

20 105. However, Defendant only provided W.A. Call with advance written notices of
21 price adjustments prior to the rate increases of December 1, 2022 and December 1, 2023.
22 Defendant failed to provide any notice whatsoever for the other five increases.

23 106. Every service rate increase was defective because it either: 1) lacked the requisite
24 30-day advance notice; 2) was an increase that was within a year of another rate increase; or 3)
25 was in excess of the CPI rate.

26 107. Accordingly, W.A. Call is owed at least \$3,560.96 in restitution for overbilled
27 service fees.
28

1 108. W.A. Call was not provided with a copy of the Terms and Conditions at the
2 inception of its contracts with Defendant.

3 109. Nevertheless, Defendant has made demand for \$24,068.37 in early termination
4 fees based on the automatic renewal provisions of the same Terms and Conditions that W.A. Call
5 was not initially provided with.

6 110. Defendant has hired Richard T. Avis, Attorney & Associates, LLC to collect the
7 purported debt.

8 111. Richard T. Avis, Attorney & Associates, LLC is not registered with the California
9 Department of Financial Protection and Innovation to collect debts in the State of California.

10 **b) Lisa Diaz d/b/a Legacy Dance Academy**

11 112. Plaintiff Lisa Diaz (“Diaz”) is a small business consumer doing business as
12 Legacy Dance Academy.

13 113. Diaz entered into a Customer Service Agreement – Voice with WiLine on or
14 about September 26, 2019. The terms of the Customer Service Agreement – Voice were that
15 WiLine would provide Diaz with one phone line for a total of \$10.00 per month.

16 114. Diaz also entered into a Customer Service Agreement – Data with WiLine on or
17 about September 16, 2019. The terms of the Customer Service Agreement – Data were that
18 WiLine would provide Diaz with 95Mbps downstream and 15Mbps upstream of broadband
19 Internet service for the recurring cost of \$140.00 per month. Both of the Customer Service
20 Agreements entered into by Diaz are attached as **Exhibit C**.

21 115. Despite the limitation of annual price increases in accordance with the CPI,
22 Defendant repeatedly raised its prices more than once annually and not in accordance with the
23 limits imposed by the CPI. During the four years and eight months period between October 1,
24 2019 through May 31, 2024, Defendant increased Diaz’s service charges eight (8) times, an
25 average of 1.7 times per year.

26 116. The United States Bureau of Labor Statistics reported the annual CPI rates as
27 follows since 2019: 1.8% (ending 2019); 1.2% (ending 2020); 4.7% (ending 2021); 8.0% (ending
28 2022), and 3.4% (ending 2023).

1 117. Defendant increased its service fees to Diaz by the following percentages on each
2 Service Agreement since 2019 as follows: 1.90% (from \$163.25 to \$166.45) on November 1,
3 2020; 5.40% (from \$166.45 to \$175.44) on November 1, 2021; 12.0% (from \$175.44 to \$196.49)
4 on June 1, 2022; 8.21% (from \$196.49 to \$212.62) on November 1, 2022; 7.99% (from \$212.62
5 to \$229.61) on December 1, 2022; 8.0% (from \$229.61 to \$247.99) on June 1, 2023; 11.48%
6 (from \$247.99 to \$276.46) on November 1, 2023; and 3.68% (from 276.46 to \$286.62) on March
7 1, 2024.

8 118. Defendant increased its service rates by 1.90% in 2020 when the CPI was 1.80%
9 ending in 2019. Defendant increased its service rates by 5.40% in 2021 when the CPI was
10 1.20% ending in 2020. Defendant increased its service rates by a combined 28.20% in 2022
11 when the CPI was 4.70% ending in 2021. Defendant increased its service rates by a combined
12 19.49% in 2023 when the CPI was 8.0% ending in 2022. Then, Defendant increased its service
13 rates by 3.68% in 2024 when the CPI was 3.40% ending in 2023.

14 119. In addition to the adjustments being made too frequently in violation of the Terms
15 and Conditions' provisions limiting increases to once per annum, the adjustments far exceeded
16 the published annual CPI rates.

17 120. Of particular note is the increase that took place on March 1, 2024 was actually an
18 increase of 44.98% to the Local Access Fees. The access fees were increased from \$22.59 to
19 \$32.75 per month.

20 121. This contravenes the provisions of the two Service Agreements Diaz entered into
21 with Defendant. In a section titled Payment Terms at ¶3, it states, "WiLine may charge a
22 recurring access fee not to exceed 8.9% of Services charges to recover costs associated with
23 providing WiLine Service to the building."

24 122. Starting March 1, 2024, the Local Access Fees totaled \$32.75 when the Services
25 charges amounted to \$253.87. That equates to the access fees representing 12.9% of the Services
26 charges, which is more than the 8.9% allowed by the Service Agreements.

1 123. The Terms and Conditions at Section 7 also provide, “[p]rices quoted on the
2 Service Agreement may be subject to price adjustments. The Customer will receive at least (30)
3 days prior written notice of any such adjustments.”

4 124. However, Defendant only provided Diaz with advance written notices of price
5 adjustments prior to the rate increases of June 1, 2022 and November 1, 2022. Defendant failed
6 to provide any notice whatsoever for the other six increases.

7 125. Every service rate increase was defective because it either: 1) lacked the requisite
8 30-day advance notice; 2) was an increase that was within a year of another rate increase; 3) was
9 in excess of the CPI rate; or 4) exceeded the maximum allowable access fee to services charge
10 ratio.

11 126. Accordingly, Diaz is owed at least \$1,979.80 in restitution for overbilled service
12 fees.

13 127. Diaz was not provided with a copy of the Terms and Conditions at the inception
14 of her contracts with Defendant.

15 128. Nevertheless, Defendant has made demand for \$12,038.04 in early termination
16 fees based on the automatic renewal provisions of the same Terms and Conditions that Diaz was
17 not initially provided with.

18 **c) Alilang LLC**

19 129. Plaintiff Alilang LLC (“Alilang”) entered into a Customer Service Agreement –
20 Data with WiLine on or about February 4, 2022. The terms of the Customer Service Agreement
21 – Data were that WiLine would provide Alilang with 200Mbps downstream and 50Mbps
22 upstream of broadband Internet service for the recurring cost of \$99.00 per month. The Service
23 Agreement included a \$271.00 adjustment in price that would discontinue after 24 months. The
24 Customer Service Agreement entered into Alilang is attached as **Exhibit D**.

25 130. Despite the limitation of annual price increases in accordance with the CPI,
26 Defendant repeatedly raised its prices more than once annually and not in accordance with the
27 limits imposed by the CPI. During the two years and four months period between February 15,
28

1 2022 through May 31, 2024, Defendant increased Alilang’s service charges four (4) times, an
2 average of 1.77 times per year.

3 131. The United States Bureau of Labor Statistics reported the annual CPI rates as
4 follows since 2021: 4.7% (ending 2021); 8.0% (ending 2022), and 3.4% (ending 2023).

5 132. Defendant increased its service fees to Alilang by the following percentages on
6 the Data Service Agreement since 2022 as follows: 12.0% (from \$107.81 to \$112.75) on
7 September 1, 2022; 6.40% (from \$120.75 to \$128.47) on March 1, 2023; and 9.60% (from
8 503.34 to \$551.73) on March 1, 2024.

9 133. Defendant increased its service rates by 12.0% in 2022 when the CPI was 4.70%
10 ending in 2021. Defendant increased its service rates by a combined 13.90% in 2023 when the
11 CPI was 8.0% ending in 2022. Then, Defendant increased its service rates by 9.60% in 2024
12 when the CPI was 3.40% ending in 2023.

13 134. In addition to the adjustments being made too frequently in violation of the Terms
14 and Conditions’ provisions limiting increases to once per annum, the adjustments far exceeded
15 the published annual CPI rates.

16 135. Of particular note is the increase that took place on March 1, 2024 was actually an
17 increase of 114.79% to the Local Access Fees. The access fees were increased from \$29.35 to
18 \$63.04 per month.

19 136. This contravenes the provisions of the Service Agreement Alilang entered into
20 with Defendant. In a section titled Payment Terms, at ¶3 it states, “WiLine may charge a
21 recurring access fee not to exceed 8.9% of Services charges to recover costs associated with
22 providing WiLine Service to the building.”

23 137. Starting March 1, 2024, the Local Access Fees totaled \$63.04 when the Services
24 charges amounted to \$488.69. That equates to the access fees representing 12.9% of the Services
25 charges, which is more than the 8.9% allowed by the Service Agreements.

26 138. The Terms and Conditions at Section 7 also provide, “[p]rices quoted on the
27 Service Agreement may be subject to price adjustments. The Customer will receive at least (30)
28 days prior written notice of any such adjustments.”

1 139. However, Defendant only provided Alilang with advance written notices of price
2 adjustments prior to the rate increases of September 1, 2022 and March 1, 2023. Defendant
3 failed to provide any notice whatsoever for the other two increases

4 140. Every service rate increase was defective because it either: 1) lacked the requisite
5 30-day advance notice; 2) was an increase that was within a year of another rate increase; 3) was
6 in excess of the CPI rate; or 4) exceeded the maximum allowable access fee to services charge
7 ratio.

8 141. Accordingly, Alilang is owed at least \$1,018.47 in restitution for overbilled
9 service fees.

10 142. Alilang was not provided with a copy of the Terms and Conditions at the
11 inception of their contracts with Defendant.

12 143. Nevertheless, Defendant has made demand for \$12,737.79 in early termination
13 fees based on the automatic renewal provisions of the same Terms and Conditions that Alilang
14 was not initially provided with.

15 144. Defendant has hired Richard T. Avis, Attorney & Associates, LLC to collect the
16 purported debt.

17 145. Richard T. Avis, Attorney & Associates, LLC is not registered with the California
18 Department of Financial Protection and Innovation to collect debts in the State of California.

19 146. As a direct result of Defendant's unlawful conduct described above, Plaintiffs
20 suffered economic injury. Specifically, Defendant's failure to abide by the terms of its Service
21 Agreements caused Plaintiffs financial injury because they were paying more in service charges
22 than they agreed to.

23 147. Additionally, Defendant's failure to disclose the Terms and Condition's automatic
24 renewal provisions in a just and reasonable manner harmed Plaintiffs, because Plaintiffs relied
25 solely on the representations of the Service Agreements provided by Defendant. Defendant's
26 purposeful concealment of the automatic renewal terms had the effect of depriving Plaintiffs of
27 the opportunity to make an informed decision. Plaintiffs were not given the option to decide
28

1 whether or not they wanted to continue with the services provided by Defendant for another
2 term.

3 148. The surprise automatic renewal provisions provided Defendant with an unwieldy
4 amount of control over Plaintiffs' broadband and telephony choices, because Defendant would
5 simply threaten Plaintiffs with an exorbitant early termination fee which consisted of an
6 acceleration of payments over a multi-year period. This figure was often in the tens of thousands
7 of dollars.

8 149. Oftentimes, the regular increases in service charges prompted Plaintiffs to attempt
9 to cancel service with Defendant. Defendant would use the same threat of early termination fees
10 to hold Plaintiffs hostage to its services and unlawful rate increases.

11 150. The facts giving rise to Plaintiffs' claims are materially the same as those of the
12 Class they seek to represent.

13 **CLASS ACTION ALLEGATIONS**

14 151. Plaintiffs bring this action pursuant to Federal Rules of Civil Procedure 23 on
15 behalf of a class of similarly situated individuals, defined as follows (the "Class"):

16 All persons and/or businesses in the State of California who, within
17 the applicable statute of limitations period, up to and including the
18 date of final judgment in this action, incurred service rate increases
19 in connection with services provided by Defendant WiLine that were
20 not allowed by the Customer Service Agreements and the Service
21 Agreement Terms and Conditions they entered into with Defendant
22 WiLine;

21 and

22 "Termination Fee Subclass"

23 Any persons and/or businesses that were presented with an early
24 termination fee after they attempted to cancel any service provided
25 by Defendant WiLine after their initial term.

25 152. Specifically excluded from the Class are Defendant and any entities in which
26 Defendant has a controlling interest, Defendant's agents and employees, the judge to whom this
27 action is assigned, members of the judge's staff, and the judge's immediate family.

1 153. Plaintiffs reserve the right to amend the definition of the Class if discovery or
2 further investigation reveals that the Class should be expanded or otherwise modified.

3 154. **Numerosity:** Members of the Class are so numerous that their individual joinder
4 herein is impracticable. On information and belief, the Class comprises at least hundreds or
5 possibly thousands of consumers throughout the State of California. The precise number of
6 Class members and their identities are unknown to Plaintiffs at this time but may be determined
7 through discovery. Class members may be notified of the pendency of this action by mail and/or
8 publication through the electronic distribution records of Defendant.

9 155. **Commonality and Predominance:** Common questions of law and fact exist as to
10 all Class members and predominate over questions affecting only individual Class members.
11 Common legal and factual questions include, but are not limited to: (1) whether Defendant
12 breached its Service Agreements and Terms and Conditions with Plaintiffs and the Class by
13 increasing service charges without notice, without waiting one year between increases, and
14 failing to limit the increases to the published CPI rate; (2) whether Defendant violated 47 U.S.C.
15 § 201, *et seq.*, by imposing charges and engaging in practices, as a common carrier, that are
16 unjust and unreasonable; (3) whether Defendant was unjustly enriched through its overbilling
17 practices of Plaintiffs and the Class; (4) whether Defendant’s material breach of its Service
18 Agreements and Terms and Conditions with Plaintiffs and the Class renders all of those contracts
19 null, void, and unenforceable; (5) whether Defendant violated the Unfair Competition Law
20 (“UCL”), California Business and Professions Code § 17200, *et seq.*, against Plaintiffs and the
21 Class; (6) whether Plaintiffs and the Class are entitled to damages and/or restitution; (7) whether
22 Defendant should be enjoined from further engaging in the misconduct alleged herein; and (8)
23 whether the Plaintiffs and the Class are entitled to attorneys’ fees pursuant to Federal Rule of
24 Civil Procedure 23(h); California Code of Civil Procedure § 1021.5; and 47 U.S.C. § 206.

25 156. **Typicality:** The claims of Plaintiffs are typical of the claims of the Class in that
26 Plaintiffs and the Class sustained damages as a result of Defendant’s uniform wrongful conduct,
27 based upon Defendant’s failure to comply with the terms of its Service Agreements with
28 Plaintiffs to send requisite notice of service charge increases, to increase rates at a frequency of

1 once per year, and to only raise rates as much as the published CPI rate; and further, Plaintiffs
2 and the Class sustained damages as a result of Defendant's uniform wrongful conduct, based
3 upon Defendant's failure to disclose its automatic renewal conditions to Plaintiffs and the Class
4 in a manner that is just and reasonable.

5 157. **Adequacy:** Plaintiffs will fairly and adequately protect the Class Members'
6 interests. Plaintiffs have no interests antagonistic to the Class Members' interests, and Plaintiffs
7 have retained counsel that have considerable experience and success in prosecuting complex
8 class-actions and consumer-protection cases.

9 158. **Superiority:** A class action lawsuit is superior to the other available methods for
10 the fair and efficient adjudication of this controversy for, *inter alia*, the following reasons:
11 prosecutions of individual actions are economically impractical for members of the Class; the
12 Class is readily definable; prosecution as a class action avoids repetitious litigation and
13 duplicative litigation costs, serves judicial resources and ensures uniformity of decisions; and
14 prosecution as a class action permits claims to be handled in an orderly and expeditious manner.

15 159. Defendant has acted or failed to act on grounds generally applicable to the entire
16 Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

17 160. Without a class action lawsuit, Defendant will continue a course of action that
18 will result in further damages to Plaintiffs and members of the Class and Defendant will likely
19 retain the benefits of their wrongdoing.

20 161. Based on the foregoing allegations, Plaintiffs' claims for relief include those set
21 forth below.

22 **FIRST COUNT**

23 **Breach of Written Contracts (Class-wide)**

24 162. Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1
25 through 161 above.

26 163. Plaintiffs bring this claim individually and on behalf of the members of the
27 proposed Class against Defendant.
28

1 172. Defendant is a common carrier as defined under the Communications Act of
2 1934, as amended by the Telecommunications Act of 1996, and is therefore subject to the
3 regulatory provisions governing telecommunications services, Title 47 of the United States
4 Code, Chapter 5, which regulates Wire or Radio Communication.

5 173. As alleged throughout this Complaint, Defendant violated 47 U.S.C. § 201(b) by
6 engaging in practices that resulted in the imposition of unjust and unreasonable charges upon
7 Plaintiffs and the Class, which include raising service rates without providing adequate notice or
8 adhering to the contractual limits. charges, practices, classifications, and regulations for and in
9 connection with such communication service must be “just and reasonable.” Any charges,
10 practices, or regulations that are unjust or unreasonable are declared unlawful.

11 174. Defendant further violated 47 U.S.C. § 201(b) by imposing automatic renewals
12 without clear and conspicuous terms or securing proper consent.

13 175. Plaintiffs and the Class were damaged as a direct and proximate cause of
14 Defendant’s violations of 47 U.S.C. § 201, *et seq.*

15 176. Pursuant to 47 U.S.C. § 206, Defendant is liable to Plaintiffs and the Class for all
16 damages sustained as a result of its unlawful practices, including the overcharges and automatic
17 renewals in violation of the Service Agreements.

18 177. Under 47 U.S.C. § 207, Plaintiffs and the Class have the right to bring this action
19 directly in this Court for recovery of damages, along with reasonable attorneys’ fees and costs, as
20 provided for in the statute.

21 **WHEREFORE**, Plaintiffs pray for judgment against Defendant as set forth below.

22 **THIRD COUNT**

23 **Unjust Enrichment (Class-wide)**

24 178. Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1
25 through 177 above.

26 179. Plaintiffs bring this claim individually and on behalf of the members of the
27 proposed Class against Defendant.

1 180. Plaintiffs and the Class conferred benefits on Defendant by agreeing to pay
2 Defendant for broadband Internet and telephony services.

3 181. Defendant has been unjustly enriched in retaining the revenues derived from its
4 overbilling of Plaintiffs and the Class.

5 182. Retention of these monies under these circumstances is unjust and inequitable,
6 because Defendant billed Plaintiffs and the Class in excess of the limits imposed by the Service
7 Agreements and their associated Terms and Conditions.

8 183. Defendant's retention of the non-gratuitous benefits conferred on them through
9 the overbilling of Plaintiffs and the Class is unjust and inequitable. Accordingly, Defendant
10 must pay restitution to Plaintiffs and the Class for its unjust enrichment, as ordered by the Court.

11 **WHEREFORE**, Plaintiffs pray for judgment against Defendant as set forth below.

12 **FOURTH COUNT**

13 **Violation of the California Unfair Competition Law (Class-wide)**

14 184. Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1
15 through 183 above.

16 185. Plaintiffs bring this claim individually and on behalf of the members of the
17 proposed Class against Defendant.

18 186. California Business and Professions Code § 17200, *et seq.*, defines unfair
19 competition to include any “unfair,” “unlawful,” or “deceptive” business practice; and provides
20 for injunctive relief and restitution for violations.

21 187. The UCL allows “a person who has suffered injury in fact and has lost money or
22 property” to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204.
23 Such a person may bring such an action on behalf of himself or herself and others similarly
24 situated who are affected by the unlawful and/or unfair business practices or acts.

25 188. Plaintiffs are informed and believe, and thereupon allege, that Defendant has
26 committed numerous unfair, unlawful, or deceptive business practices including: (1) billing in
27 excess of the agreed upon Service Agreements; (2) applying increases to service charges more
28 frequently than agreed upon in the Service Agreements; (3) failing to provide advance written

1 notices of service charge increases as required and agreed upon in the Service Agreements;
2 (4) inducing Plaintiff into adhesion contracts, whose terms are procedurally and substantively
3 unconscionable; and (5) failing to provide contract terms that are just and reasonable.

4 189. Plaintiffs allege the billing and automatic renewal practices employed by
5 Defendant are not just and reasonable and are therefore declared to be unlawful in accordance
6 with the Communications Act of 1934, as amended by the Telecommunications Act of 1996.
7 47 U.S.C. § 201(b).

8 190. Plaintiffs are informed and believe that Defendant continues to engage in the
9 practices described herein and is continuing and will continue to benefit financially from these
10 unfair and illegal practices unless enjoined by this Court from doing so.

11 191. As alleged herein, Defendant's practices are immoral, unethical, oppressive,
12 unscrupulous, and substantially injurious to consumers; furthermore, the Defendant's practices
13 cannot be justified as they serve only to unjustly enrich the Defendant at the expense of Plaintiffs
14 and the Class.

15 192. As a proximate result of Defendant's actions, Plaintiffs and the Class have
16 suffered injury in fact and lost money or property as hereinabove alleged.

17 193. The actions of Defendant detailed herein constitute unfair, unlawful and deceptive
18 business practices, and further, constitute actions for which injunctive relief and restitution are
19 available.

20 194. Under California Business and Professions Code § 17200, *et seq.*, Plaintiffs and
21 the Class are entitled to restitution of all funds and losses caused by Defendant's deceptive
22 practices.

23 195. Under California Business and Professions Code § 17200, *et seq.*, Defendant
24 should be enjoined from any and all unfair, unlawful, and deceptive business practices now and
25 in the future.

26 **WHEREFORE**, Plaintiffs pray for judgment against Defendant as set forth below.
27
28

FIFTH COUNT

Concealment (Named Plaintiffs Only)

1
2
3 196. Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1
4 through 195 above.

5 197. Named Plaintiffs W.A. Call, Diaz, and Alilang individually bring this claim for
6 concealment against Defendant.

7 198. Defendant offered broadband Internet services and telephony services as a service
8 provider to Plaintiffs W.A. Call, Diaz, and Alilang as its customers. Plaintiffs W.A. Call; Diaz;
9 and Alilang, respectively, and Defendant were in contractual business relationships, where
10 Defendant agreed to deliver certain services in exchange for payment from these Plaintiffs.

11 199. Defendant had exclusive knowledge of the Terms and Conditions, which
12 Defendant intentionally failed to disclose to Plaintiffs W.A. Call, Diaz, and Alilang. Defendant
13 could have easily provided a copy of the separate Terms and Conditions as an additional
14 attachment along with the Service Agreements. Instead, Defendant deliberately elected not to.

15 200. Moreover, Defendant used dubiously ambiguous language in its Service
16 Agreements, which could be read to mean a copy of the same terms and conditions of the Service
17 Agreement could be found at www.wiline.com. The Service Agreements contain small 8-point
18 text that reads, “[t]he signatory below hereby represents and warrants to WiLine that (s)he has
19 the authority and power to sign on behalf of the Customer and bind Customer to this Order and
20 Service Agreement Terms and Conditions as posted on www.wiline.com.”

21 201. Defendant prevented Plaintiffs W.A. Call, Diaz, and Alilang from finding the
22 Terms and Conditions on its website, because they cannot be found at www.wiline.com. Instead,
23 Defendant hides the Terms and Conditions under multiple layers of its website, as hereinabove
24 alleged.

25 202. Plaintiffs W.A. Call, Diaz, and Alilang did not know of the concealed Terms and
26 Conditions, and Plaintiffs W.A. Call, Diaz, and Alilang did not know about the automatic
27 renewal language contained in the Terms and Conditions, because Defendant did not disclose
28 these facts to Plaintiffs W.A. Call, Diaz, and Alilang.

1 203. Had the Terms and Conditions been presented to Plaintiffs W.A. Call, Diaz, and
2 Alilang or had the automatic renewal terms been disclosed, Plaintiffs W.A. Call, Diaz, and
3 Alilang would have behaved differently or made alternative choices.

4 204. As a proximate result of the fraudulent misconduct of Defendant as herein
5 alleged, Plaintiffs W.A. Call, Diaz, and Alilang were harmed. Plaintiffs W.A. Call, Diaz, and
6 Alilang entered into Service Agreements with Defendant and could not terminate those Service
7 Agreements without incurring significant early termination fees. The early termination fees were
8 based on an automatic renewal of these Plaintiffs' initial term, which they were never made
9 aware would occur.

10 205. Defendant's concealment of the Terms and Conditions and the automatic renewal
11 clause was a substantial factor in causing Plaintiffs W.A. Call, Diaz, and Alilang harm.

12 206. Defendant's concealment of the Terms and Conditions and the automatic renewal
13 clause contained therein resulted in Plaintiffs W.A. Call, Diaz, and Alilang being held hostage
14 into Service Agreements in which they were being overbilled and could not terminate for fear of
15 incurring hefty early termination fees.

16 207. The aforementioned conduct of the Defendant was an intentional
17 misrepresentation, deceit, or concealment of material facts known to Defendant with the
18 intention on the part of Defendant to thereby deprive Plaintiffs W.A. Call, Diaz, and Alilang of
19 property or legal rights or otherwise cause injury, and was despicable conduct that subjected
20 Plaintiffs W.A. Call, Diaz, and Alilang to a cruel and unjust hardship in conscious disregard of
21 their rights, so as to justify an award of exemplary and punitive damages.

22 **WHEREFORE**, named Plaintiffs W.A. Call, Diaz, and Alilang pray for judgment
23 against Defendant as set forth below.

24 **SIXTH COUNT**

25 **False Promise (Named Plaintiffs Only)**

26 208. Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1
27 through 207 above.

1 209. Named Plaintiffs W.A. Call, Diaz, and Alilang individually bring this claim for
2 false promise against Defendant.

3 210. As hereinabove alleged, Defendant made various promises to Plaintiffs W.A.
4 Call, Diaz, and Alilang to bill a certain amount for services rendered with very specific
5 conditions needing to be met before Defendant would apply price adjustments to its service
6 charges. Defendant promised to only increase service charges once per year, limited to the
7 published CPI rate, and only with 30 days advance notice.

8 211. At the time Defendant made these promises to the Plaintiffs W.A. Call, Diaz, and
9 Alilang, it did not intend to perform these promises. Defendant knew these promises to be false
10 because it had failed to live up to these same promises with existing customers at the same time
11 it was inducing Plaintiffs W.A. Call, Diaz, and Alilang to enter into Service Agreements with it.

12 212. When Defendant made these promises, it knew them to be false and made them
13 with the intent to deceive and defraud Plaintiffs W.A. Call, Diaz, and Alilang and to induce them
14 to act in reliance on these promises in the manner hereafter alleged, or with the expectation that
15 these Plaintiffs would act.

16 213. Defendant intended for Plaintiffs W.A. Call, Diaz, and Alilang to rely on these
17 promises, so that these Plaintiffs would abandon their existing broadband providers and/or port
18 their telephone numbers to WiLine.

19 214. Plaintiffs W.A. Call, Diaz, and Alilang reasonably relied on Defendant's promises
20 to bill the amounts specified in the Service Agreements and only increase the service charges if
21 all of the agreed upon conditions were met, as was promised by Defendant.

22 215. Defendant did not perform the promised acts. Instead, it increased rates without
23 notifying Plaintiffs W.A. Call, Diaz, and Alilang, in amounts higher than the published CPI rate,
24 and more often than once per year.

25 216. Plaintiffs W.A. Call, Diaz, and Alilang suffered economic harm as a result of
26 Defendant's false promises. Beyond the over paying of service fees, Plaintiffs W.A. Call, Diaz,
27 and Alilang were deprived of the choice of alternative broadband and telephony providers, which
28 could have provided comparable services for less.

1 217. Further, Plaintiffs W.A. Call and Diaz suffered harm because they relinquished
 2 control of their phone numbers to Defendant, which further entrenched Plaintiffs W.A. Call and
 3 Diaz in an oppressive relationship with Defendant.

4 218. As a proximate result of the fraudulent conduct of Defendant as herein alleged,
 5 Plaintiffs W.A. Call, Diaz, and Alilang were induced to and did rely on Defendant’s promises,
 6 which were a substantial factor in causing Plaintiffs W.A. Call, Diaz, and Alilang harm.

7 219. The aforementioned conduct of the Defendant was an intentional
 8 misrepresentation, deceit, or concealment of material facts known to Defendant with the
 9 intention on the part of Defendant to thereby deprive Plaintiffs W.A. Call, Diaz, and Alilang of
 10 property or legal rights or otherwise cause injury, and was despicable conduct that subjected
 11 Plaintiffs W.A. Call, Diaz, and Alilang to a cruel and unjust hardship in conscious disregard of
 12 their rights, so as to justify an award of exemplary and punitive damages.

13 **WHEREFORE**, named Plaintiffs W.A. Call, Diaz, and Alilang pray for judgment
 14 against Defendant as set forth below.

15 **SEVENTH COUNT**
 16 **Conversion (Named Plaintiffs Only)**

17 220. Plaintiffs reallege and incorporate herein the allegations contained in paragraphs 1
 18 through 219 above.

19 221. Named Plaintiffs W.A. Call, Diaz, and Alilang individually bring this claim for
 20 conversion against Defendant.

21 222. Plaintiffs W.A. Call, Diaz, and Alilang had a right to possess the monies in their
 22 bank accounts, debit card accounts, and credit card accounts.

23 223. As a result of the charges made by Defendant to Plaintiffs W.A. Call, Diaz, and
 24 Alilang’s payment methods, which include, but are not limited to, bank accounts, debit cards,
 25 and credit cards without authorization to take those amounts in excess of the agreed upon service
 26 charges and in violation of California law, Defendant has substantially interfered with Plaintiffs
 27 W.A. Call, Diaz, and Alilang’s property by taking money that belongs to these Plaintiffs.

28 224. The amount of money wrongfully taken by Defendant is capable of identification.

1 Named Plaintiffs W.A. Call, Diaz, and Alilang individually seek judgment against
2 Defendant, as follows:

- 3 I. For an order declaring that Defendant's conduct violates the common laws
4 referenced herein;
- 5 J. For an order finding in favor of Plaintiffs W.A. Call, Diaz, and Alilang on counts
6 five through eight asserted herein;
- 7 K. For actual, compensatory, statutory, and punitive damages in amounts to be
8 determined by the Court and/or jury;
- 9 L. For prejudgment interest on all amounts awarded;
- 10 M. For an order of restitution and all other forms of equitable monetary relief;
- 11 N. For declaratory and injunctive relief as the Court may deem proper; and
- 12 O. For an order awarding named Plaintiffs W.A. Call, Diaz, and Alilang their
13 reasonable attorneys' fees, expenses, and costs of suit.

14
15 **JURY DEMAND**

16 Plaintiffs demand a trial by jury on all causes of action and issues so triable.

17
18 DATED: October 11, 2024

MICHAEL A. MAZZOCONE, ATTORNEY AT LAW

19 By: /s/ Michael A. Mazzocone
20 Michael A. Mazzocone, Esq.

HENNIG KRAMER LLP

21
22 By: /s/ Rob Hennig
23 Rob Hennig, Esq.

24 By: /s/ Sam Brown
25 Sam Brown, Esq.

26 *Attorneys for Plaintiffs and the Putative Class*