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13 * Pro Hac Vice Application To Be Submitted

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15
16 **IN THE UNITED STATES DISTRICT COURT**
FOR THE DISTRICT OF NEVADA

17 Linda Fallica; and Cheri Woods, on behalf of
18 themselves and all others similarly situated,

19 Plaintiffs,

20 v.
21

22 CoxCom, LLC,

23 Defendant.
24

Case No. _____

**CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

1 Plaintiffs Linda Fallica and Cheri Woods, individually and on behalf of all others
2 similarly situated, allege as follows, on personal knowledge and investigation of their counsel,
3 against Defendant CoxCom, LLC (hereinafter, “Cox” or “Defendant”):

4 **I. INTRODUCTION**

5 1. This action challenges a deceptive pricing and billing scheme whereby Cox
6 falsely advertised and promised to new and existing customers that the monthly prices for Cox’s
7 service plans¹ would be at quoted, fixed rates for a 1- or 2-year Service Agreement² or
8 Promotional Agreement³, but then, after the customer signed up, Cox as a matter of policy would
9 unlawfully increase the service price in the middle of the promised fixed-rate period. Notably,
10 Cox’s deceptive price advertising and practices were uniform in all of Cox’s sales channels.
11 According to Cox, consumers would “Get the exact same price when you shop online, by phone
12 or in-store.”

13 2. For customers who signed up for Service Agreements or Promotional Agreements
14 between 2014 and March 22, 2021, one mechanism that Cox utilized to increase the service rate
15 in the middle of the promised fixed-rate agreement was by annually increasing two disguised
16 monthly television service charges, which Cox called the “Broadcast Surcharge” and the

17 ¹ “Service plan” as used in this Complaint refers to a Cox cable service plan with television
18 and/or internet service, including service plans that “bundled” television and/or internet service
19 with phone or home security services.

20 ² “Service Agreement” as used in this Complaint means a service plan agreement that is
21 advertised by Cox where the subscriber is promised a quoted, fixed-price promotional rate for a
22 stated period of time, typically for 1 or 2 years, with an early termination fee. The subscriber is
23 free to terminate the agreement at any time, including within the first year; however, if the
24 subscriber terminates service prior to the end of the 1- or 2-year fixed-price period, the
25 subscriber must pay an early termination fee. “Service Agreement” is not used in this Complaint
26 to refer to a specific written contract document. Cox offered Service Agreements both to new
27 customers and to existing customers who were renewing or changing their service plans.

28 ³ “Promotional Agreement” as used in this Complaint means a service plan agreement that is
advertised by Cox where the subscriber is promised a quoted, fixed-price promotional rate for a
stated period of time, typically for 1 or 2 years, with no early termination fee. Like in a Service
Agreement, the subscriber in a Promotional Agreement is free to terminate the agreement at any
time, including within the first year. However, unlike in a Service Agreement, the subscriber in a
Promotional Agreement is not required to pay an early termination fee for terminating service
prior to the end of the 1- or 2-year fixed-price period. Cox offered Promotional Agreements both
to new customers and to existing customers who were renewing or changing their service plans.

1 “Regional Sports Surcharge” (the “Surcharges”).

2 3. Cox advertised and quoted fixed rates for each and every Service Agreement or
3 Promotional Agreement it offered, including a detailed graphical monthly price chart on its
4 website that broke out the price to be charged each and every month for the fixed-price period.
5 Cox promised that for Service Agreements, the quoted fixed prices were “guaranteed.” On its
6 website, Cox stated that the “guaranteed” fixed price only excluded equipment, movie rentals,
7 and non-service charges. Notably, those quoted and advertised fixed rates excluded the amount
8 of the Surcharges (and also their increases)—even though the Surcharges were, in fact, monthly
9 “service charges.”

10 4. Contrary to these promises and representations, a few months after the customer
11 signed up Cox as a matter of policy would covertly increase the monthly service price mid-
12 agreement by raising the Surcharges.

13 5. If a customer noticed the price increase to his or her service plan (after the
14 Surcharges had been increased mid-agreement) and called Cox to complain, Cox agents would
15 say that the cause of the increase was the Surcharges and would falsely state that the Surcharges
16 were pass-through government fees and/or were outside of Cox’s control. The Cox agents would
17 also deceptively tell the customer that the service price remained the same because only the
18 Surcharges had increased (despite the fact that the Surcharges were charges for service).

1 6. Notably, Cox recently entered into a **\$13 million settlement with the Arizona**
2 **Attorney General** in connection with the unilateral increase of these Surcharges during fixed-
3 rate Service Agreements between January 2015 and March 2021. The Arizona Attorney
4 General’s office described the case against Cox as follows when announcing the settlement on
5 January 4, 2024 (emphasis added):⁴

6 Attorney General Mayes’ lawsuit [filed December 15, 2023] alleged that
7 Cox deceived Arizonans who purchased television services to enter long-
8 term contracts through promises of a “price lock guarantee” and other
9 fixed-pricing “deals.” . . . Between January 2014 and March 2021, Cox
10 reserved the ability to regularly raise the bills of price-locked customers
11 through increases in company-imposed fees [of the Broadcast Surcharge
12 and the Regional Sports Surcharge]. . . . **By disguising price increases as**
13 **fees, Cox routinely raised the bills of customers who thought they had**
14 **secured a locked-in price.**

15 7. Starting March 23, 2021 (the same month that the Arizona Attorney General
16 served its Civil Investigative Demands on Cox concerning Cox’s mid-agreement Surcharge
17 increases), Cox modified its new cable TV service plan offerings to eliminate the Broadcast
18 Surcharge and the Regional Sports Surcharge altogether. In their place, Cox immediately
19 increased the base prices of the new service plans by an amount equivalent to the Surcharges—
20 which further confirmed that the Surcharges had actually been extra charges for Cox’s services
21 all along.

22 8. For customers in Promotional Agreements, Cox also utilized a second mechanism
23 to increase rates in the middle of promised fixed-rate agreements: outright raising the base price
24 of the service plan itself.

25 9. The investigation of Plaintiffs’ counsel found that Cox wrongly implemented the
26 Promotional Agreement pricing in its back-end billing system as a fixed dollar-amount discount
27 off Cox’s higher and ever-increasing full list price for the service plan, instead of as the actually
28 promised fixed dollar amount price.

26 ⁴ See Arizona Attorney General press release dated January 4, 2024, “Attorney General Mayes
27 Announces \$13 Million Settlement with Cox Communications for Disguising Price Increases as
28 Routine Fees,” available at <https://www.azag.gov/press-release/attorney-general-mayes-announces-13-million-settlement-cox-communications-disguising> (last accessed November 21, 2024).

1 10. Meanwhile, Cox had a policy and practice of implementing across-the-board
2 increases of the full list price of nearly all of its service plans in the first quarter of each year.
3 And whenever Cox increased the list price, the customer’s monthly service price suddenly
4 increased in parallel by the same dollar amount—even in the middle of a promised fixed-price
5 Promotional Agreement.

6 11. If customers noticed the price increase in the middle of their Promotional
7 Agreement and called Cox to complain, Cox agents justified the increase by arguing that Cox
8 was honoring the promotion because the subscriber’s discount dollar amount had remained the
9 same.⁵ But this defied Cox’s uniform pre-sale statements, advertisements, and promises
10 (including in detailed monthly price charts) of a quoted fixed rate that would not increase during
11 the promotional period.

12 12. Plaintiffs estimate that Cox has extracted more than \$190 million from over 1.5
13 million Nevada subscribers since 2015 via this illegal scheme of increasing its service prices in
14 the middle of promised fixed-rate agreements.

15 13. Plaintiffs bring this lawsuit on behalf of themselves and a class of similarly
16 situated Nevada consumers, seeking damages and/or restitution, punitive damages, and pre- and
17 post-judgment interest. Plaintiffs also seek a declaration by this court that Cox’s practices alleged
18 herein violate Nevada law. Additionally, Plaintiffs, on behalf of themselves and the Class, seek a
19 public injunction to stop these unlawful advertising practices in order to protect the general
20 public.

21 **II. THE PARTIES**

22 14. Plaintiff Linda Fallica is a citizen and resident of Henderson, Nevada, where she
23 was a victim of Cox’s deceptive pricing and billing scheme described herein.

24
25 ⁵ In reality, what Cox had actually advertised and promised to the customer was a fixed specific
26 dollar amount price. At the time of purchase, any advertisements or statements of discounts by
27 Cox were represented as applying to the higher regular price for the service in effect at the time
28 of sign-up, resulting in the quoted and promised lower fixed price. Cox never told or disclosed to
the customer that it would instead apply some discount dollar amount to a higher and ever-
increasing list price for the service plan (thereby making any represented “discount” amount
illusory).

1 15. Plaintiff Cheri Woods has been a citizen and resident of Las Vegas, Nevada since
2 2022. Prior to moving to Las Vegas, she was a citizen and resident of Woodland Hills,
3 California. While in Woodland Hills, California, she purchased service plans from Cox for a
4 rental property she owns in Las Vegas. Ms. Woods was victim of Cox’s deceptive pricing and
5 billing scheme described herein concerning the Cox service plans she purchased for her Las
6 Vegas, Nevada rental property.

7 16. Defendant CoxCom, LLC is a limited liability company incorporated in
8 Delaware, with its headquarters, executive office, principal place of business and nerve center in
9 Atlanta, Georgia.

10 **III. JURISDICTION AND VENUE**

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

16 18. **Personal Jurisdiction.** This Court has personal jurisdiction over Cox because,
17 without limitation: (1) Cox has purposely availed itself of the privileges of conducting business
18 activities in Nevada; (2) Cox currently maintains systematic and continuous business contacts
19 with Nevada including marketing, selling, and issuing service plans to Nevada consumers; (3)
20 Cox has entered into agreements with Plaintiffs and other Nevada consumers to provide cable
21 TV and internet services; and (4) Cox maintains offices and retail locations throughout Nevada
22 and is registered to do business in Nevada. Cox has sufficient minimum contacts with Nevada to
23 render the exercise of jurisdiction by this Court permissible.

24 19. **Venue.** Venue is proper pursuant to 28 U.S.C. §1391 because many of the acts
25 and transactions giving rise to this action occurred in this District; Cox is authorized to conduct
26 business in this District; Cox does substantial business in this District; Cox has intentionally
27 availed itself of the laws and markets within this District through distribution, marketing and sale
28 of its services in this District; and Cox is subject to personal jurisdiction in this District.

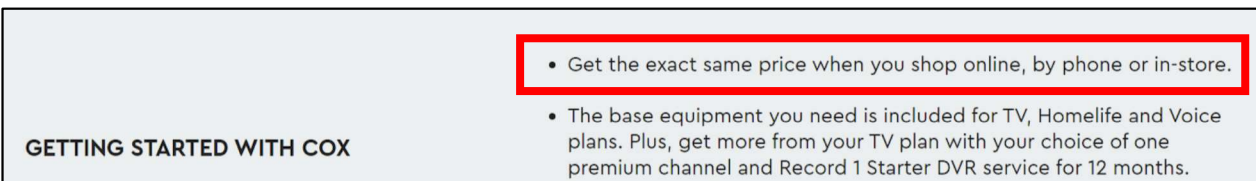
1 **IV. FACTUAL ALLEGATIONS OF COX’S DECEPTIVE PRICING AND**
2 **BILLING SCHEME**

3 20. Defendant Cox currently provides cable TV and/or internet services to
4 approximately 6.5 million households nationwide, including approximately 1 million households
5 in Nevada.

6 21. At all relevant times, Cox has advertised its service plans through pervasive
7 marketing directed at the consuming public in Nevada. This marketing has included
8 advertisements on the Cox website, marketing emails, direct mailers, materials and advertising at
9 its Nevada retail stores, and internet advertisements.

10 22. Cox’s price advertising and price representations were uniform in all of Cox’s
11 sales channels. According to Cox’s statement on its own website, consumers would “Get the
12 exact same price when you shop online, by phone or in-store.” See **Figure 1** below (red box
13 added).

14 **Figure 1: Cox Statement on Website that Pricing is the Same in All Sales Channels**
15 (Screenshot from February 28, 2022)



19 23. For years, Cox falsely advertised, both to consumers who were signing up for the
20 first time, and to existing customers who were renewing or changing their service plans, that the
21 monthly rates for its service plans would be fixed and would not increase above the quoted prices
22 during a 1- or 2-year Service Agreement or Promotional Agreement. For each service plan
23 agreement Cox offered, Cox also advertised on its website a detailed graphical monthly price
24 chart that broke out the quoted price to be charged each and every month for the fixed-price
25 period.

26 24. But then after the customer signed up, Cox—in violation of its representations
27 and agreement with the customer—would as a matter of policy unlawfully increase the service
28 rate in the middle of the promised fixed-rate period.

1 25. Below are further details regarding how Cox implemented its unlawful price
2 increases in the middle of promised and agreed-to fixed-rate periods.

3 A. **Raising the Broadcast Surcharge and the Regional Sports Surcharge Mid-**
4 **Agreement.**

5 26. For customers who signed up for Service Agreements or Promotional Agreements
6 between 2014 and March 22, 2021, one mechanism that Cox utilized to increase the service rate
7 in the middle of the promised fixed-rate agreement was by annually increasing two disguised
8 monthly television service charges, which Cox called the “Broadcast Surcharge” and the
9 “Regional Sports Surcharge” (the “Surcharges”).

10 27. These mid-agreement increases were contrary to the fixed service prices
11 previously quoted and promised by Cox agents and were contrary to the advertisements on the
12 Cox website at sign-up.

13 28. In addition to making these affirmative misrepresentations about Cox’s service
14 prices, Cox failed to adequately disclose the existence of the Surcharges during the signup
15 process. And Cox never disclosed the fact that Cox could and would use the Surcharges as a way
16 to increase the price of its service plans mid-agreement, directly contrary to Cox’s
17 representations and promises of quoted fixed rates.

18 29. Notably, Cox recently entered into a **\$13 million settlement with the Arizona**
19 **Attorney General** in connection with the unilateral increase of these Surcharges during fixed-
20 rate Service Agreements between January 2015 and March 2021.⁶

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27 ⁶ The Arizona Attorney General had served its Civil Investigative Demands on Cox on March 5,
28 2021. Later that same month, Cox modified its new cable TV service plan offerings to eliminate
the Broadcast Surcharge and the Regional Sports Surcharge.

1 30. The Arizona Attorney General’s office described the case against Cox as follows
2 when announcing the settlement on January 4, 2024 (emphasis added):⁷

3 Attorney General Mayes’ lawsuit [filed December 15, 2023] alleged that
4 Cox deceived Arizonans who purchased television services to enter long-
5 term contracts through promises of a “price lock guarantee” and other
6 fixed-pricing “deals.” . . . Between January 2014 and March 2021, Cox
7 reserved the ability to regularly raise the bills of price-locked customers
8 through increases in company-imposed fees [of the Broadcast Surcharge
9 and the Regional Sports Surcharge]. . . . **By disguising price increases as
10 fees, Cox routinely raised the bills of customers who thought they had
11 secured a locked-in price.**

12 **1. The Broadcast Surcharge and the Regional Sports Surcharge.**

13 31. The Broadcast Surcharge is a monthly television service charge that Cox started
14 adding in January 2015 to customer invoices. The Broadcast Surcharge began in January 2015 at
15 a rate of \$4.00 per month. Between January 2017 and December 2022, Cox increased the
16 Broadcast Surcharge six times, typically in the month of January. Currently, the Broadcast
17 Surcharge is \$22.00 per month.

18 32. The Regional Sports Surcharge is another, separate, monthly television service
19 charge that Cox started adding in January 2017 to customer invoices. The Regional Sports
20 Surcharge was charged to Cox subscribers with “Contour TV” (previously called “Essential
21 TV”) or higher—which comprised the overwhelming majority of Cox cable TV subscribers. The
22 Regional Sports Surcharge began in January 2017 at a rate of \$6.00 per month. Between January
23 2018 and December 2022, Cox increased the Regional Sports Charge several times, typically in
24 the month of January. Currently, the Regional Sports Surcharge is \$9.00 per month.

25 33. The only billing document that named or listed the Surcharges was the full
26 version of the customer bill. But Cox did not send the full customer bill to any of its customers.
27 Customers could only view the full bill by logging into their account on the Cox website and
28 then clicking on a maze of hyperlinks.

 34. Cox did not name or mention the existence of the Broadcast Surcharge or the

⁷ See Arizona Attorney General press release dated January 4, 2024, “Attorney General Mayes Announces \$13 Million Settlement with Cox Communications for Disguising Price Increases as Routine Fees,” available at <https://www.azag.gov/press-release/attorney-general-mayes-announces-13-million-settlement-cox-communications-disguising> (last accessed November 21, 2024).

1 Regional Sports Surcharge when customers signed up, whether on the phone, online, or in-store.
2 Cox also did not name or mention the existence of the Surcharges on its order confirmation
3 emails. Cox did not name or mention the existence of the Surcharges in its emailed invoices or
4 on the “Summary Bill” that Cox mailed to customers who requested billing by postal mail.

5 35. Meanwhile, on the full version of the customer bill (which most customers did not
6 see), Cox buried the Broadcast Surcharge and the Regional Sports Surcharge at the end of the
7 “Monthly Services” section under “Additional TV.” And Cox did not define or explain the
8 Surcharges anywhere on the bill.

9 36. Cox increased the Broadcast Surcharge and the Regional Sports Surcharge
10 regardless of whether the customer was in the middle of a “guaranteed” fixed-rate and “price-
11 locked” Service Agreement or Promotional Agreement. Cox used the Surcharges as a way to
12 covertly increase the monthly service price for its plans during a customer’s promised fixed-rate
13 Service Agreement or Promotional Agreement.

14 37. Starting March 23, 2021 (the same month that the Arizona Attorney General
15 served its Civil Investigative Demands on Cox concerning its mid-agreement Surcharge
16 increases), Cox modified its new cable TV service plan offerings nationwide, including in
17 Nevada, to eliminate the Broadcast Surcharge and the Regional Sports Surcharge altogether.⁸ In
18 their place, Cox increased the prices of the new service plans by an amount equivalent to the
19 Surcharges—which further confirmed that the Surcharges had actually been extra charges for
20 Cox’s services all along.

21 **2. Cox Advertised and Promised “Guaranteed” Fixed Monthly Rates**
22 **During Service Agreements.**

23 38. Cox consistently and prominently advertised and promised fixed quoted rates for
24 each Service Agreement service plan, including a detailed monthly price chart on its website that
25 broke out the price to be charged each and every month for the fixed-price period.

26 ⁸ Cox continued to charge the Surcharges to customers who signed up for their existing service
27 plan prior to March 23, 2021, and Cox continued to increase the Surcharges in the middle of
28 promised fixed-rate Service Agreements and Promotional Agreements that were entered into
prior to March 23, 2021.

39. Cox promised that the service plan rates were “guaranteed” not to increase and were “price-locked” during the Service Agreement. On its website, Cox stated that the “guaranteed” fixed price excluded only equipment, movie rentals, and non-service charges. However, those advertised fixed rates, including the prices promised in the month-by-month price charts, excluded the amount of the Surcharges (and also their increases)—even though the Surcharges were, in fact, monthly “service charges.”

40. Customers who signed up for 1- or 2-year Service Agreements agreed to pay an early termination fee if they terminated the agreement during the promised fixed-price period. Customers were willing to enter into Service Agreements because Cox had represented that in return, Cox would charge no more than the quoted fixed price during the promotional period.

41. **Cox’s Online Advertising and Order Process.** On Cox’s website and throughout the online order process, Cox repeatedly—and falsely—represented that signing up for a 1- or 2-year Service Agreement “guaranteed” that the advertised and promised monthly service price would be locked-in for the duration of the 1- or 2-year term.

42. For example, on Cox’s FAQ webpages (see **Figure 2** below), one of the questions asked: “What if I don’t want a service agreement?” Cox’s posted answer to the question was: **“Service agreements give you peace of mind that your bill won’t change over the course of the agreement, but you can opt out during checkout for \$10 more per month.”** (Emphasis added.)

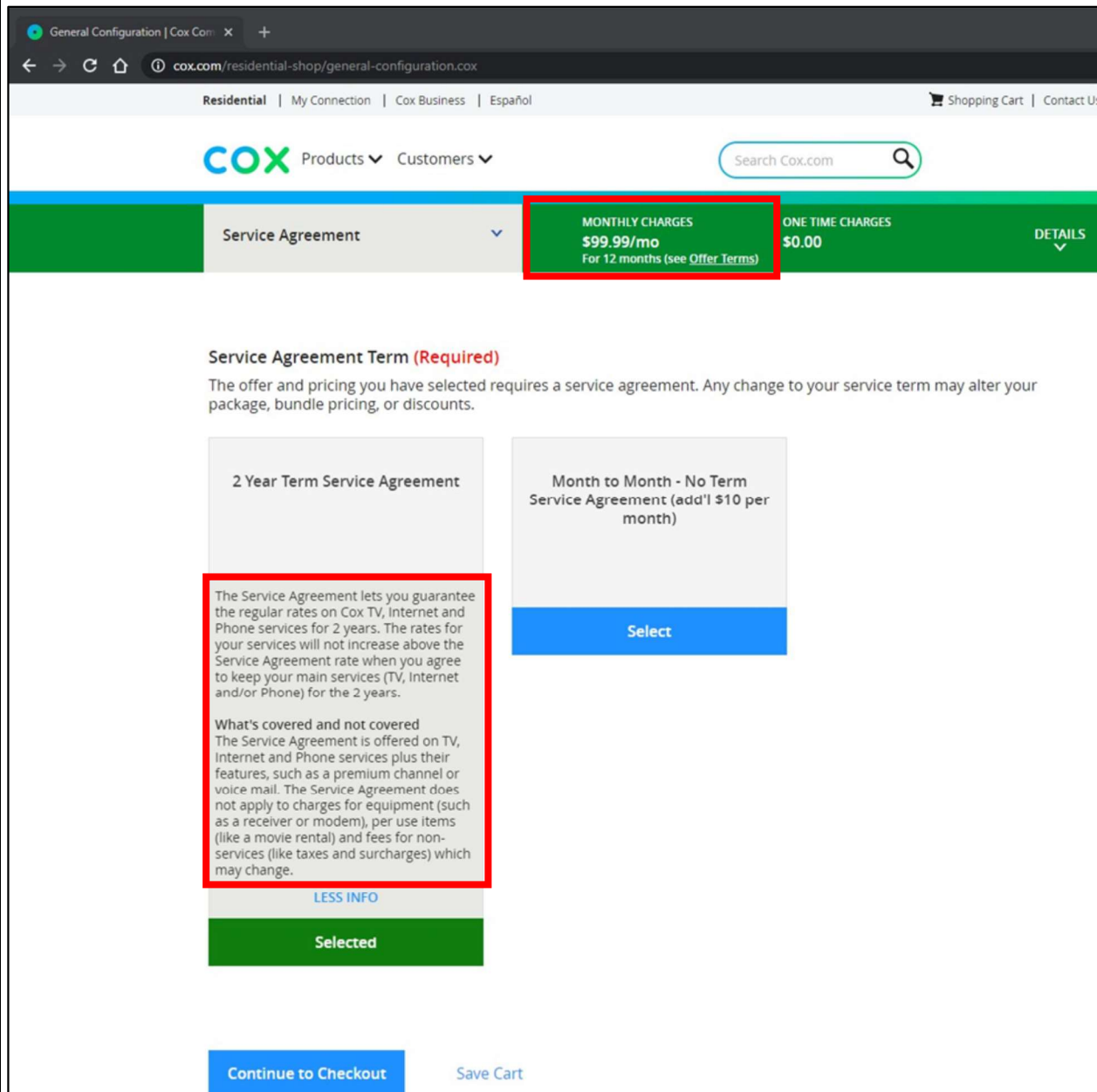
Figure 2: Cox FAQ on Service Agreement
(Screenshot from January 9, 2020)



43. Throughout the online order process, Cox made explicit representations about the quoted and “guaranteed” fixed price of the service plan under the Service Agreement. For example, see **Figure 3** below, which is representative of what Cox displayed from at least 2018 through March 22, 2021, to consumers during the online ordering process after they had selected

one of Cox’s advertised offers.⁹ (Red boxes added.)

Figure 3: Cox Online Order Process Webpage
(Screenshot from January 9, 2020)

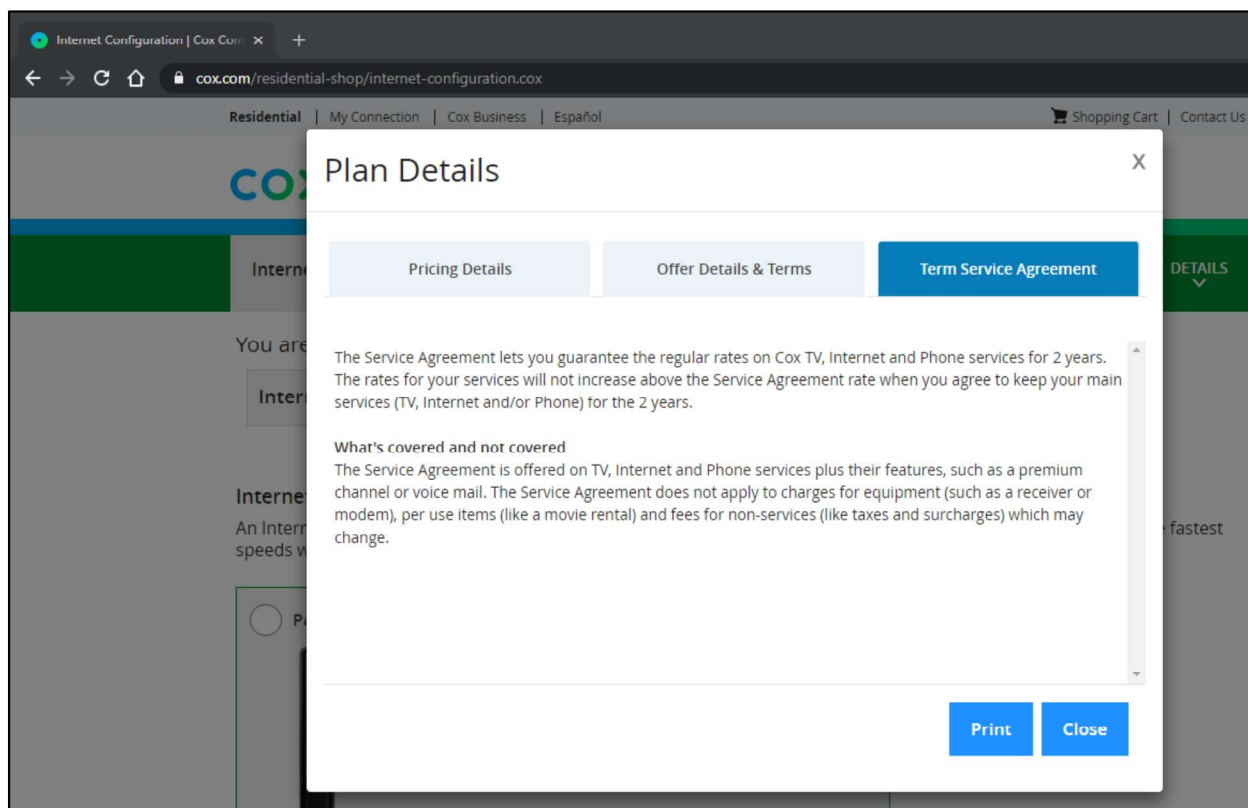


44. As the screenshot above shows, Cox advertised fixed “Monthly Charges” of “\$99.99/mo For 12 months”, which was a clear promise that the monthly service charges would stay fixed at \$99.99 per month for the first 12 months of the Service Agreement.

⁹ This screenshot was taken from, and present on, the Cox website on January 9, 2020, during the online order process for the “Cox Bronze Bundle with Homelife” 2-year Service Agreement plan promotion.

45. And if the customer clicked the link to “see Offer Terms” then a box popped up on the screen where Cox again promised that the price for the customer’s service plan would not increase above the quoted rates during the promotional period. See **Figure 4** below.

Figure 4: Term Service Agreement Tab of “See Offer Terms” Pop-Up
(Screenshot from January 9, 2020)



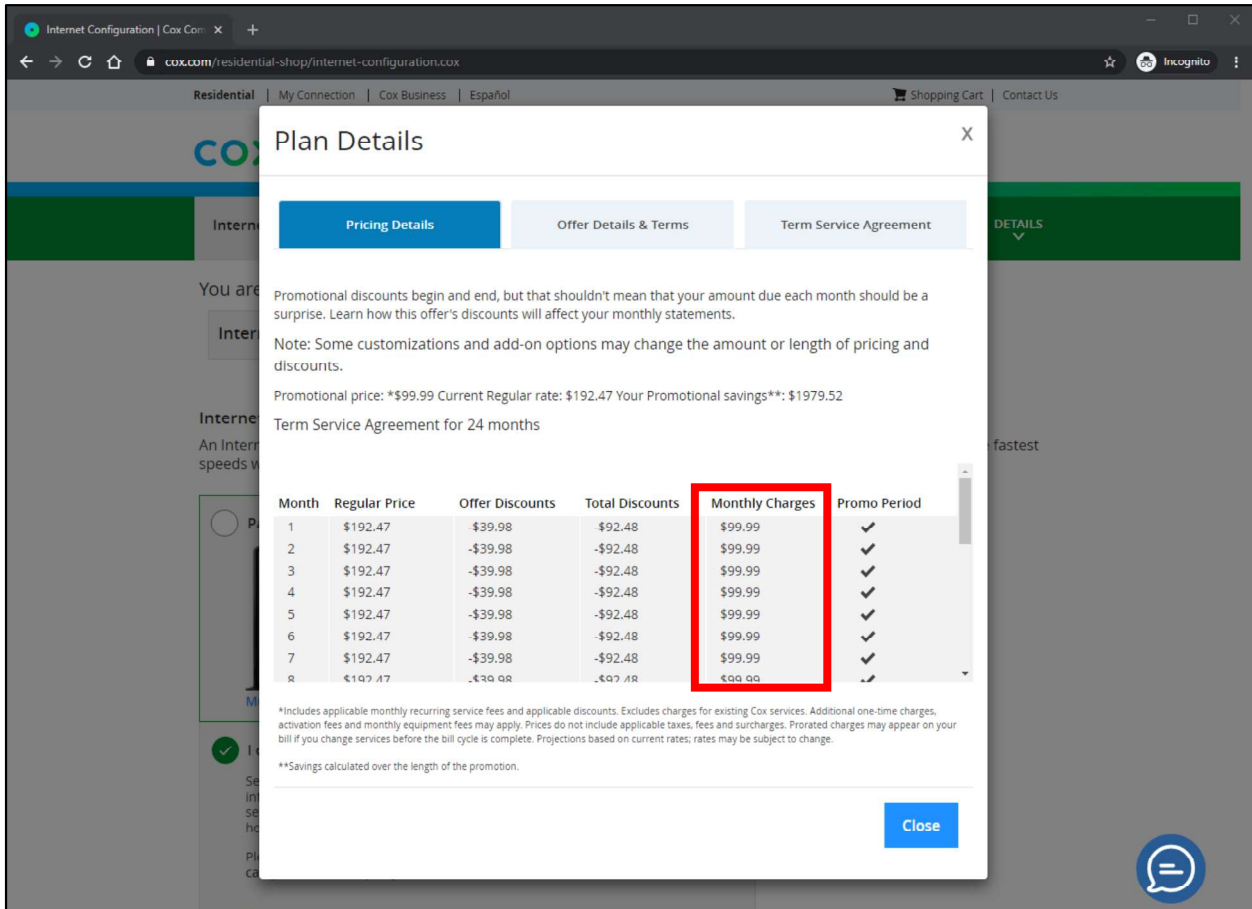
46. Indeed, as shown in both Figures 3 and 4, Cox repeatedly advertised and promised: “The Service Agreement lets you guarantee the regular rates on Cox TV, Internet and Phone services for 2 years. The rates for your services will not increase above the Service Agreement rate when you agree to keep your main services (TV, Internet and/or Phone) for the 2 years.” (Emphasis added.) Immediately below that, Cox stated: “**What’s covered and not covered.** The Service Agreement is offered on TV, Internet and Phone services plus their features, such as a premium channel or voice mail. The Service Agreement does not apply to charges for equipment (such as a receiver or modem), per use items (like a movie rental) and fees for non-services (like taxes and surcharges) which may change.”

47. Cox promised that its fixed price “guarantee” excluded only equipment, movie

rentals, and “fees for non-services” (emphasis added). Yet Cox has admitted that the Broadcast Surcharge and the Regional Sports Surcharge are fees for services (see ¶¶ 57–62 below), such that this fine print “non-services” exception cannot apply to mid-agreement increases to the Broadcast Surcharge and the Regional Sports Surcharge.

48. If the consumer clicked on the “Pricing Details” tab in the same pop-up box shown in Figure 4 above, then Cox would display a graphical monthly price chart which listed the dollar amount Cox would charge each and every month for service. See **Figure 5** below (red box added).

Figure 5: Monthly Price Chart (Pricing Details Tab of “See Offer Terms” Pop-Up)
(Screenshot from January 9, 2020)



49. As the chart shows, Cox promised that Cox would charge \$99.99 each month under the service plan. The fine print at the bottom stated that the \$99.99 price “[i]ncludes applicable monthly recurring service fees.” However, contrary to Cox’s assertion, the \$99.99

1 price did not include the amount of the Broadcast Surcharge or Regional Sports Surcharge, nor
2 any increases to those Surcharges—despite the fact that the Surcharges were indisputably
3 “monthly recurring service fees.”

4 50. All of these pricing representations described above and documented in Figures
5 2–5 above are typical and representative of Cox’s uniform price representations and advertising
6 since 2014 to its customers nationwide, including in the state of Nevada.

7 51. **Signing up with Cox sales or customer service agents.** Likewise, when new or
8 existing customers, including Plaintiffs, signed up for Cox service over the phone, via web-chat,
9 or in-store, Cox sales and customer service agents quoted the exact same prices for the exact
10 same service plans as on the Cox website, and made the exact same promises about fixed-rate
11 prices under a Service Agreement. As Cox stated on its website, “Get the exact same price when
12 you shop online, by phone or in-store.” (See Figure 1 above.)

13 52. Cox sales and customer service agents promoted Service Agreements by making
14 the same promises to consumers as on the website: that the advertised service rates were
15 “guaranteed” and “price-locked” for the 1- or 2-year promotional period. Meanwhile, Cox agents
16 as a matter of policy did not disclose or mention that Cox could, and would, increase the monthly
17 service price mid-agreement by increasing the Broadcast Surcharge and/or the Regional Sports
18 Surcharge. And, even though it was possible to request to sign up for month-to-month service (at
19 a higher price) rather than a 1- or 2-year Service Agreement, Cox agents were trained to not
20 mention the month-to-month option unless a customer specifically asked for it.

21 3. **Cox Increased the Monthly Service Rate Mid-Agreement by Raising**
22 **the Broadcast Surcharge and the Regional Sports Surcharge.**

23 53. Cox’s representations that the monthly service rate was “guaranteed” and “price-
24 locked” and that its Service Agreements “give you peace of mind that your bill won’t change
25 over the course of the agreement” were false. To the contrary, Cox as a matter of uniform policy
26 routinely increased the monthly price for its services in the middle of its customers’ fixed-rate
27 agreements by increasing the two disguised television service fees—the Broadcast Surcharge and
28 the Regional Sports Surcharge.

1 54. Cox increased the Broadcast Surcharge six times since 2015, and increased the
2 Regional Sports Surcharge several times since 2017. And Cox imposed these annual increases on
3 all of its cable TV subscribers, even if they were in the middle of a promised fixed-rate
4 agreement.

5 55. Contrary to Cox’s fixed-price “guarantee” and promise that the service rate was
6 “price-locked” during the Service Agreement, Cox utilized the Broadcast Surcharge and the
7 Regional Sports Surcharge as levers to covertly ratchet up the service price in the middle of the
8 agreement.

9 56. Meanwhile, customers in Service Agreements who discovered and were upset
10 about the price increases could not terminate their agreements without having to pay a significant
11 early termination fee (under the agreement, they could quit at any time during the promotional
12 period, but would have to pay the termination fee to do so).

13 **4. It Is Indisputable That the Broadcast Surcharge and the Regional**
14 **Sports Surcharge Are Charges for Service.**

15 57. It cannot be disputed that the Broadcast Surcharge and the Regional Sports
16 Surcharge are extra charges for cable TV service. In fact, Cox has repeatedly admitted that the
17 Surcharges are charges for services.

18 58. Notably, Cox listed the Broadcast Surcharge and Regional Sports Surcharge in the
19 “Monthly Services” section of the full version of the customer bill (which most customers did
20 not receive or see) under “Additional TV”—where they were neither defined nor explained. Cox
21 did not list the Broadcast Surcharge or the Regional Sports Surcharge under the separate section
22 of the bill labeled “Taxes, Fees and Surcharges.”

23 59. Cox has repeatedly confirmed that the Broadcast Surcharge and the Regional
24 Sports Surcharge are just carved-out portions of the customer’s cable TV service price. In fact,
25 prior to 2015 those current Surcharge amounts were included in the top-line service plan price.
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27
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1 60. For example, in one discussion thread on Cox’s website, a Cox representative
2 stated that:

3 In the past, all Cox television programming costs and fees were simply
4 rolled together in our charges for Advanced TV service or the specific
5 Tier of service. Over the years, Cox has had to raise service rates due to
6 rising video programming costs and network retransmission fees. In an
7 effort to meet the demand for more transparent billing practices, we
8 introduced surcharges as a way to highlight the different costs associated
9 with the delivery of broadcast TV networks. The separate line items
10 simply allow customers to better track how these costs impact their total
11 TV charge.¹⁰

12 61. These admissions further confirm that the Broadcast Surcharge and the Regional
13 Sports Surcharge are extra television service charges.

14 62. And when Cox stopped charging the Surcharges to subscribers of its new cable
15 TV service plans beginning March 23, 2021—and Cox instead on that same day immediately
16 increased the top-line price of its advertised TV service plans by an equivalent dollar amount—
17 Cox was further admitting that the Surcharges had really just been disguised extra charges for
18 TV service all along.

19 **B. Outright Raising the Base Price of the Service Plan Mid-Agreement.**

20 63. For those customers in Promotional Agreements, Cox also utilized a second
21 mechanism to increase rates in the middle of promised fixed-rate agreements: outright raising the
22 base price of the service plan itself.

23 **1. Cox Advertised and Promised Promotional Agreements With Fixed**
24 **Monthly Rates.**

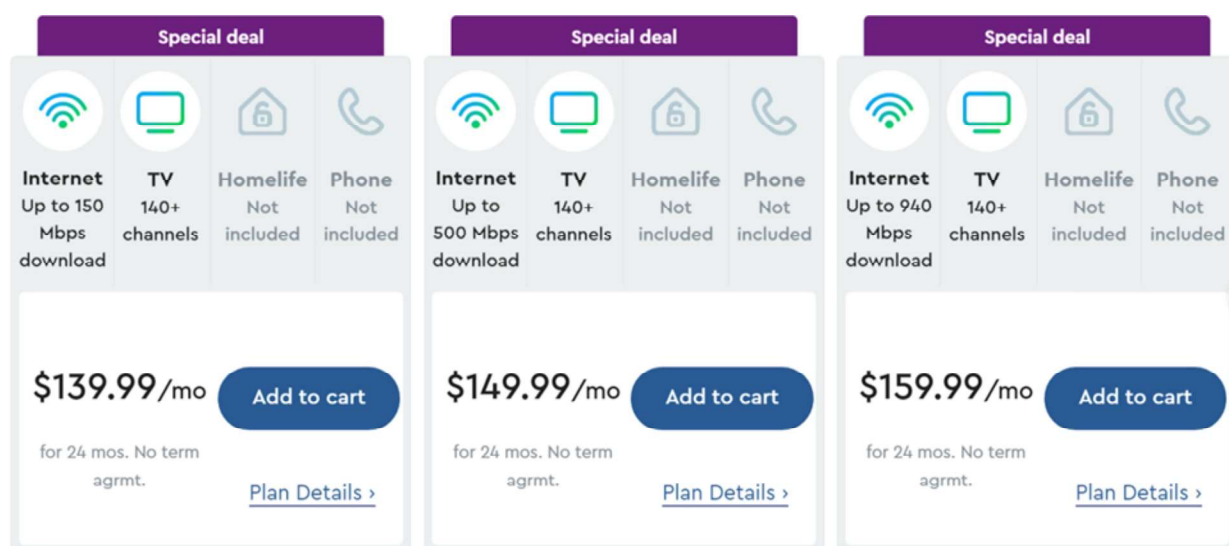
25 64. Cox advertised and promised, like Cox did for its Service Agreements, that
26

27 ¹⁰ See Cox website at: <https://forums.cox.com/discussions/archive/to-keep-you-better-informed-a-6-00-surcharge-what/95525>, last accessed November 18, 2024 (emphasis added). It is
28 important to point out that the Cox representative’s explanation that the Surcharges were
 implemented by Cox to be “more transparent” in its billing practices and to “highlight” the cost
 of delivery of the broadcast networks is specious nonsense—in fact, the opposite is true. Cox
 actually utilized the Surcharges as a way to deceive its customers regarding the true cost of its
 service plans. Cox enticed customers to sign up by falsely advertising a lower price while
 utilizing the Surcharges to then covertly charge a higher price. Cox’s advertising and quoted
 prices excluded the amount of the Surcharges altogether, and then Cox never defined or
 explained—even in the full version of the customer bill—what the Broadcast Surcharge or
 Regional Sports Surcharge were.

1 consumers who signed up for Promotional Agreements would enjoy a fixed service price for the
2 promotional period of 1 or 2 years.

3 65. **Online Advertising and Order Process.** Cox’s website uniformly and
4 consistently advertised Promotional Agreement service plans at quoted fixed prices. For
5 example, below at **Figure 6**, Cox advertised a Promotional Agreement service plan as being
6 “\$139.99/mo for 24 mos. No term agrmt.”:¹¹

7 **Figure 6: Cox Website Advertisement for Promotional Agreement Service Plans**



17 66. Throughout the online order process for Promotional Agreement service plans
18 (just like Cox did for Service Agreement plans as described above), Cox advertised a quoted
19 fixed rate to be charged during the Promotional Agreement period.

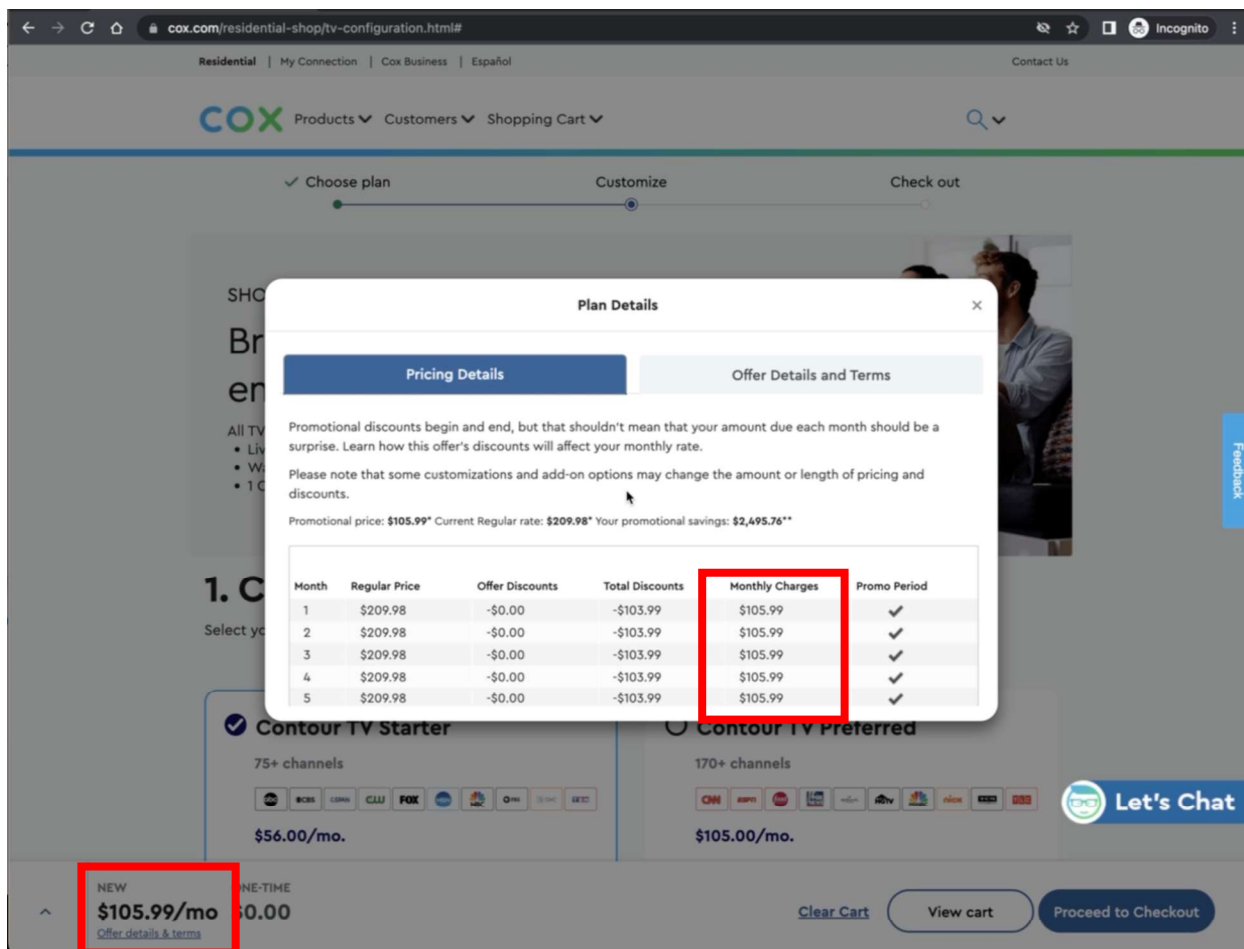
20 67. Likewise, Cox advertised and displayed a graphical monthly price chart in the
21 “See Offer Terms” pop-up box for Promotional Agreement plans, just like Cox did for its
22 Service Agreement plans (as demonstrated in Figure 5 above).

23 68. For example, below at **Figure 7** is a graphical monthly price chart for a
24 Promotional Agreement service plan that was viewed by a particular consumer on Cox’s website
25

26 ¹¹ This screenshot was taken from, and present on, the Cox website on July 13, 2021, and lists
27 advertised Cox service plans with a 2-year fixed price Promotional Agreement. The \$139.99/mo
28 service plan on the left was labeled by Cox as the “Internet Preferred 150 + Contour TV
Preferred” plan. This screenshot is representative of how Cox has advertised Promotional
Agreement service plans on its website since 2014.

1 on May 11, 2023 (red boxes added). This consumer ultimately purchased on that same day, May
 2 11, 2023, the bundled internet and TV service plan advertised in Figure 7 as being “\$105.99/mo”
 3 for 24 months. Figure 7 consists of 3 images which together display the “Monthly Charges” as
 4 they appeared when scrolling down within the price chart to display all of Months 1–24.¹²

6 **Figure 7: Monthly Price Chart for Promotional Agreement Plan (May 2023)**
 7 (3 scrolling screenshots display 24 months of quoted monthly charges)



12 These screenshots were taken from, and present on, the Cox website on May 11, 2023, and show the monthly price chart for Cox’s “Internet Preferred 250 + Contour TV Starter” plan with a 2-year fixed price Promotional Agreement. This monthly price chart is representative of how Cox has advertised and listed its Promotional Agreement service plans on its website since 2014.

Plan Details

Pricing Details				Offer Details and Terms	
7	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
8	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
9	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
10	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
11	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
12	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
13	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
14	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
15	\$209.98	-\$0.00	-\$103.99	\$105.99	✓

* Prices include applicable monthly recurring service fees and applicable discounts. Excludes charges for existing Cox services. Additional one-time charges, activation fees and monthly equipment fees may apply. Prices do not include applicable taxes, usage-based charges, fees, and surcharges, which are subject to change. Prorated charges may appear on your bill if you change services before the bill cycle is complete.

NEW \$105.99/mo ONE-TIME \$0.00

Plan Details

Pricing Details				Offer Details and Terms	
17	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
18	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
19	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
20	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
21	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
22	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
23	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
24	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
25	\$209.98	-\$0.00	-\$0.00	\$209.98	✓

* Prices include applicable monthly recurring service fees and applicable discounts. Excludes charges for existing Cox services. Additional one-time charges, activation fees and monthly equipment fees may apply. Prices do not include applicable taxes, usage-based charges, fees, and surcharges, which are subject to change. Prorated charges may appear on your bill if you change services before the bill cycle is complete.

NEW \$105.99/mo ONE-TIME \$0.00

69. The text above the price chart reads: **“Promotional discounts begin and end, but that shouldn’t mean that your amount due each month should be a surprise. Learn how this offer’s discounts will affect your monthly rate.”** And then in the line-by-line monthly price chart below that, Cox promised to charge the same service price of \$105.99 for

1 each and every one of the 24 months of the promotional period.

2 70. The pricing representations and price charts described above and documented in
3 Figures 6 and 7 above are typical and representative of Cox’s uniform price representations and
4 advertising of Promotional Agreements since 2014 to its customers nationwide, including in the
5 state of Nevada.

6 71. **Signing up with Cox sales or customer service agents.** Meanwhile, new or
7 existing customers, including Plaintiffs, who signed up on the phone, via web chat, or in-store
8 with a Cox agent for a Promotional Agreement service plan were presented with the exact same
9 fixed-rate representations and promises. As described above, Cox stated on its website that
10 customers would “Get the exact same price when you shop online, by phone or in-store” (see
11 Figure 1 above). And consistent with Cox’s website advertising, Cox agents promised consumers
12 that the monthly service price would be a quoted fixed dollar amount—e.g., “\$105.99/mo”—that
13 would not increase during promotional period (just like the agents promised regarding Service
14 Agreements).

15 **2. Contrary to its Promises, Cox Increased the Service Price in the**
16 **Middle of Fixed Price Promotional Agreements By Outright**
17 **Increasing the Base Price of the Service Plan Itself.**

18 72. For customers in Promotional Agreements, Cox also breached its fixed-price
19 promises via the mechanism of outright raising the base price of the service plan in the middle of
20 the promised fixed-rate period.

21 73. Cox did so even though the price increase defied Cox’s explicit pre-sale
22 statements, advertisements, and promises—including in the detailed monthly price charts—that
23 the monthly price would remain at the quoted fixed rate for the duration of the promotional
24 period.

25 74. For example, directly contrary to Cox’s advertising and graphical monthly price
26 chart for the “\$105.99/mo” 24-month Promotional Agreement service plan described above at
27 ¶¶ 68–69 and Figure 7, in Month 9 Cox outright increased the monthly price to this subscriber by
28 \$5.00 (to \$110.99).

75. Below at **Figure 8** is the Month 8 (December 2023) bill of this subscriber who

signed up on May 11, 2023 for the “\$105.99/mo” service plan shown in the screenshots above at Figure 7. (Red boxes, red lines, and black arrows added.) The bill, consistent with the prior bills from Month 1 (May 2023) through Month 7 (November 2023), showed a “Total Monthly Services” price of \$105.99, as had been advertised and displayed at sign-up on the price chart (see Figure 7 above).

Figure 8: In Months 1–8 Cox Charged the Promised Fixed Rate of \$105.99/mo

Example: December 2023 Customer Bill
(Month 8 of 24-Month \$105.99 Agreement)

MONTHLY SERVICES Dec 13 - Jan 12	
INTERNET	
Go Even Faster Internet	
Includes:	
Download speeds up to 500 Mbps*	
1.25 TB (1,280 GB) Monthly Data Plan	
Over 4 Million Wifi Hotspots	
*Visit cox.com/modems for compatible devices	
	\$49.99
Panoramic Wifi Gateway	
Includes:	
Panoramic Wifi Gateway	
Panoramic Wifi app	
Panoramic Wifi Advanced Security	
	\$0.00
Unlimited Data Plan	
	0.00
Total Internet	\$49.99
TV	
For more information on TV costs, visit cox.com/tvpricing.	
Contour TV Starter	
Includes:	
Starter TV Service	
Contour Box with the Voice Remote	
Video On Demand and Pay-Per-View	
App for in/out home viewing	
Access to streaming apps	
	\$56.00
Total TV	\$56.00
TOTAL MONTHLY SERVICES	\$105.99

Price Chart at Sign-Up on 5/11/2023 (See Fig. 7)
(Promised \$105.99/mo fixed rate for all 24 months
Contour TV Starter portion was \$56.00/mo)

Month	Regular Price	Offer Discounts	Total Discounts	Monthly Charges	Promo Period
1	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
2	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
3	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
4	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
5	\$209.98	-\$0.00	-\$103.99	\$105.99	✓

Month	Regular Price	Offer Discounts	Total Discounts	Monthly Charges	Promo Period
7	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
8	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
9	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
10	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
11	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
12	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
13	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
14	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
15	\$209.98	-\$0.00	-\$103.99	\$105.99	✓

1 76. Then, in January 2024, Cox implemented its annual company-wide price
2 increases for nearly all of its service plans. Cox implemented these company-wide service price
3 increases across-the-board to all of its subscribers—even if they were in a promised fixed-rate
4 Promotional Agreement.

5 77. Regarding this particular subscriber (as described above at ¶¶ 68–69), Cox
6 increased the price of his bundled TV and internet service plan, despite the subscriber being in
7 the middle of a promised 24-month fixed rate period. Specifically, Cox increased the “Contour
8 TV Starter” portion of the bundled service plan, from \$56.00 to \$61.00.

9 78. Thus, on the subscriber’s January 2024 bill (Month 9 of the subscriber’s
10 24-month \$105.99/mo fixed-rate agreement), the subscriber’s monthly service price was
11 increased by \$5.00, to \$110.99/mo. This increased price was directly contrary to Cox’s explicit
12 pre-sales advertisements and promises (including the monthly price chart), and in breach of
13 Cox’s agreement with the subscriber. See **Figure 9** below. (Red boxes, red lines, and black
14 arrows added.)

Figure 9: In Month 9, Cox Unlawfully Raised the Subscriber’s Promised Fixed Rate by \$5.00 (to \$110.99/mo)

January 2024 Customer Bill
(Month 9 of 24-Month \$105.99 Agreement)

MONTHLY SERVICES Jan 13 - Feb 12	
INTERNET	
Go Even Faster Internet	
Includes:	
Download speeds up to 500 Mbps*	
1.25 TB (1,280 GB) Monthly Data Plan	
Over 4 Million Wifi Hotspots	
*Visit cox.com/modems for compatible devices	
	\$49.99
Panoramic Wifi Gateway	
Includes:	
Panoramic Wifi Gateway	
Panoramic Wifi app	
Panoramic Wifi Advanced Security	
	\$0.00
Unlimited Data Plan	
	0.00
Total Internet	\$49.99
TV	
For more information on TV costs, visit cox.com/tvpricing .	
Contour TV Starter	
Includes:	
Starter TV Service	
Contour Box with the Voice Remote	
Video On Demand and Pay-Per-View	
App for in/out home viewing	
Access to streaming apps	
	\$61.00
Total TV	\$61.00
TOTAL MONTHLY SERVICES	\$110.99

Price Chart at Sign-Up on 5/11/2023 (See Fig. 7)
(Promised \$105.99/mo fixed rate for all 24 months
Contour TV Starter portion was \$56.00/mo)

Month	Regular Price	Offer Discounts	Total Discounts	Monthly Charges	Promo Period
1	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
2	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
3	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
4	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
5	\$209.98	-\$0.00	-\$103.99	\$105.99	✓

Month	Regular Price	Offer Discounts	Total Discounts	Monthly Charges	Promo Period
7	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
8	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
9	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
10	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
11	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
12	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
13	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
14	\$209.98	-\$0.00	-\$103.99	\$105.99	✓
15	\$209.98	-\$0.00	-\$103.99	\$105.99	✓

1 79. When the subscriber had signed up 9 months earlier, Cox had promised
2 “Promotional price: \$105.99” (the total for both the TV and internet portions of the bundled
3 service plan) for all 24 months. Below that Cox had listed the \$105.99 price as the “Monthly
4 Charge” on 24 separate rows of its monthly price chart—one for each of the months 1 through
5 24. (See Figure 9 above at the top of the price chart on the right side.) Cox had assured the
6 subscriber that the monthly prices Cox charged during the agreement would therefore not “be a
7 surprise” (see Figure 9 at the top of the price chart). In fact, Cox’s \$5.00 price increase in the
8 middle of the 24-month fixed-rate agreement was not only “a surprise”—it was also in breach of,
9 and directly contrary to, Cox’s promises and explicit representations at sign-up.

10 80. During the first quarter of every year, Cox has implemented its annual company-
11 wide price increases for nearly all of its service plans. And as Figures 7–9 above illustrate, Cox
12 has implemented these price increases across-the-board to its subscribers—even if they were in a
13 promised fixed-rate Promotional Agreement.

14 81. Cox’s unlawful mid-agreement price increase to this subscriber (documented at
15 Figures 7–9 above) is representative and typical of how Cox regularly and unlawfully breached
16 its fixed-price agreements with millions of Promotional Agreement subscribers, including
17 hundreds of thousands of Nevada consumers.

18 82. Counsel’s investigation found that, contrary to Cox’s advertising and the
19 statements of its sales and customer service agents, Cox actually implemented Promotional
20 Agreement pricing in its back-end billing system as a fixed dollar amount discount off of Cox’s
21 higher and ever-increasing full list price for the service plan (and not as the fixed dollar amount
22 price that Cox actually advertised and promised).¹³ And whenever Cox increased the list price of
23 the service plan, then the customer’s monthly service price suddenly increased in parallel by the
24

25 ¹³ In fact, any advertisements or statements of discounts to customers by Cox were represented as
26 applying to the regular price for the service in effect at the time of sign-up, resulting in the
27 quoted and promised lower fixed price. (E.g., see the Cox price chart examples at Figures 5 and
28 7 above, with stated “discounts” resulting in stated lower fixed prices.) Cox never told or
disclosed to the customer that Cox would instead apply a discount dollar amount to the higher
and ever-increasing full list price for the service plan (thereby making any represented
“discount” amount illusory).

1 same dollar amount—even in the middle of a promised fixed-rate promotional period.

2 83. Consequently, Cox’s advertisements and representations were and remain false
3 and contrary to Nevada law. Moreover, by failing to provide its services at the price promised by
4 Cox and agreed to by its customers for the duration of the Promotional Agreements, Cox has
5 breached its agreements with each and every customer in violation of Nevada law.

6 **C. Cox Concealed Its Price Increases and Deceived Customers After They**
7 **Signed Up.**

8 84. Cox continued to deceive its customers concerning its mid-agreement price
9 increase scheme after they signed up.

10 85. Cox concealed its mid-agreement price increases by implementing them several
11 months into the service agreement—and not on the first bill, which a customer would have been
12 more likely to find and examine after first signing up. Customers would not expect that, contrary
13 to Cox’s representations and promises, several months into the agreement Cox would then
14 suddenly increase the supposedly fixed price (either by raising the Surcharges, or by raising the
15 base price of the service plan itself).

16 86. Meanwhile, most customers did not read the full version of the customer bill
17 (which was the only billing document that named or listed the Surcharges or their amounts). In
18 fact, Cox did not send the full version of the customer bill to any of its customers.

19 87. The overwhelming majority of Cox customers were signed up by default for
20 paperless billing. Those customers only received a short summary invoice email each month (the
21 full bill was not attached) that merely listed the total amount due. Customers could not tell from
22 the invoice email that Cox had increased their monthly service rate (e.g., by increasing the
23 Broadcast Surcharge and/or Regional Sports Surcharge, or by increasing the base price of the
24 service plan itself), because no mention was made of any increases. And because the net
25 increases were relatively small compared to a customer’s total monthly bill, even if the customer
26 saw the invoice email, the customer would typically not notice the increase.

27 88. Further, the majority of Cox’s customers were also signed up for automatic
28 payments (which Cox calls “EasyPay”), such that their bill was paid automatically regardless of

1 whether they saw the monthly invoice email.

2 89. Even if a customer who was not signed up for EasyPay logged into the Cox
3 website to make a payment, Cox would not present the customer with a full version of the
4 customer bill. When the customer logged in, Cox presented the customer only with the total
5 dollar amount due, next to a big colorful button labeled “Make a payment.” The only way a
6 customer could find and view the customer bill was to click on the single word “Billing” which
7 was on the webpage (but which was not on a menu and which was not even an obvious
8 hyperlink). Then, on the next webpage, the customer would need to click on “View statements.”
9 Then, on the following webpage, the customer would need to find the link to the relevant bill,
10 and then finally click on the link to open and view the bill.

11 90. Cox did not even send the full version of the customer bill to those few customers
12 who requested that Cox send them their bills by postal mail. Since at least 2018, Cox has only
13 sent those customers by mail what Cox calls a “Summary Bill.” The printed “Summary Bill”
14 (unlike the full version of the bill) only contains billing totals and does not contain details about
15 the service or charges. For example, the Summary Bill does not even list or state the amount of
16 the Broadcast Surcharge or the Regional Sports Surcharge. Meanwhile, the full version of the
17 customer bill containing this information is only available online on Cox’s website after the
18 customer logs in as described in the previous paragraph.

19 91. With regard to mid-agreement increases to the Broadcast Surcharge and the
20 Regional Sports Surcharge, the increases were relatively small—typically between \$0.50 to
21 \$3.50 per Surcharge. Given that taxes and other government-related charges can vary by small
22 amounts from month to month, Cox knew that customers may reasonably expect small changes
23 in the total amount invoiced each month and would not notice that Cox increased the service
24 price by increasing the amount of these disguised service charges.

25 92. Meanwhile, even if a customer did somehow find and view the full version of the
26 customer bill (which was only available online), Cox never defined or explained the Broadcast
27 Surcharge or the Regional Sports Surcharge on the bill. If a customer noticed the Surcharges or
28 an increase to the Surcharges, the reasonable customer would assume, as Cox intended (and as

1 Cox agents would falsely tell the customer if asked), that the Surcharges were pass-through
2 government fees and/or were outside of Cox's control.

3 93. Likewise, with regard to the mid-agreement increases to the base price of the
4 service plan, the increases were relatively small, typically between \$2.00 to \$5.00. Even if a
5 customer in a Promotional Agreement somehow found and viewed the full version of the
6 customer bill, Cox did not provide any information there that would notify or remind the
7 customer that he or she was in a Promotional Agreement at all. Cox likewise did not state on the
8 full version of the customer bill when the current pricing would end.

9 94. As described above, Cox's billing practices were designed to reduce the
10 likelihood that customers would discover the mid-agreement price increases.

11 95. In the event a customer somehow did discover a mid-agreement price increase
12 and called Cox to complain, Cox would lie to the customer to prevent him or her from learning
13 the truth about Cox's deceptive scheme.

14 96. With regard to mid-agreement Surcharge increases, Cox agents would respond to
15 complaining customers that the Surcharges were pass-through government fees and/or were
16 outside of Cox's control. The Cox agents would also deceptively tell the customers that the
17 service price remained the same because only the Surcharges had increased (despite the fact that
18 the Surcharges were actually charges for service).

19 97. With regard to the increase of the service plan base price during a Promotional
20 Agreement, Cox agents would respond to complaining customers by arguing that their
21 promotional discount dollar amount had remained the same (i.e., from Cox's higher and ever-
22 increasing full list price for the service plan). But this defied Cox's explicit pre-sale statements,
23 advertisements, and promises that the quoted monthly price (e.g., "\$105.99/mo") would remain
24 at the initially quoted rates and not increase during the Promotional Agreement.

1 **V. PLAINTIFFS' FACTUAL ALLEGATIONS**

2 **Plaintiff Linda Fallica**

3 98. At all relevant times, Plaintiff Linda Fallica was a citizen and resident of
4 Henderson, Nevada, where she was a victim of Cox's deceptive pricing and billing scheme
5 described herein. Ms. Fallica continues to reside in Henderson, Nevada.

6 99. Ms. Fallica was a subscriber of Cox cable TV, internet and phone services in
7 Henderson, Nevada, for more than 18 years until she cancelled her Cox services on February 15,
8 2021.

9 100. Ms. Fallica typically signed up for and renewed her service plans over the
10 telephone with Cox.

11 101. Ms. Fallica signed up for Promotional Agreements and Service Agreements with
12 Cox since 2015. Each time that Ms. Fallica signed up for a Promotional Agreement or Service
13 Agreement, Cox affirmatively told her that the service price would be an advertised and
14 promised fixed dollar amount that would not increase for the duration of the 1- or 2-year
15 promotional period.

16 102. But contrary to Cox's promises, at least once during each Promotional Agreement
17 or Service Agreement that Ms. Fallica signed up for, Cox increased the price of her service plan.

18 103. **February 7, 2018, 2-Year Promotional Agreement.** For example, in February
19 2018, Ms. Fallica called Cox to learn about her service plan options. The Cox agent she spoke to
20 quoted and promised Ms. Fallica a fixed-price TV, internet, and phone bundled service plan at a
21 rate of approximately \$95.00 per month under a 2-year Promotional Agreement that would begin
22 February 7, 2018. The agent promised and assured Ms. Fallica that the service plan price would
23 not increase during the term of the agreement. Relying on Cox's fixed price representations and
24 promises, Ms. Fallica signed up for the service plan.

25 104. But contrary to Cox's promises, in January 2019 (11 months into her 24-month
26 fixed-price agreement), Cox increased the monthly price of her service plan by increasing the
27 Broadcast Surcharge by \$2.50 (from \$7.50 to \$10.00).

28 105. Then in January 2020 (23 months into her 24-month fixed-price agreement), Cox

1 again, contrary to its promises, increased the monthly price of her service plan, this time by
2 increasing the Broadcast Surcharge by \$3.50 (from \$10.00 to \$13.50).

3 106. **February 7, 2020, 1-Year Promotional Agreement.** For example, in February
4 2020, Ms. Fallica called Cox to learn about her service plan options. The Cox agent she spoke to
5 quoted and promised Ms. Fallica a fixed-price TV, internet, and phone bundled service plan at a
6 rate of approximately \$90.00 per month under a 1-year Promotional Agreement that would begin
7 February 7, 2020. The agent promised and assured Ms. Fallica that the service plan price would
8 not increase during the term of the agreement. Relying on Cox's fixed price representations and
9 promises, Ms. Fallica signed up for the service plan.

10 107. But contrary to Cox's promises, in January 2021 (11 months into her 12-month
11 fixed-price agreement), Cox increased the monthly price of her service plan by increasing the
12 Broadcast Surcharge by \$2.50 (from \$13.50 to \$16.00).

13 108. When Ms. Fallica signed up for the Promotional Agreements and Service
14 Agreements, she was relying on Cox's explicit representations that the monthly service rate
15 would be the quoted and advertised dollar amount and would not increase during the term of the
16 agreement. Ms. Fallica did not know or expect that contrary to Cox's promises and
17 representations, Cox would in fact covertly increase the monthly service rate in the middle of her
18 supposedly fixed-rate term. That information would have been material to her. If Ms. Fallica had
19 known that information, she would not have been willing to pay as much for her service plans
20 and would have acted differently.

21 109. Ms. Fallica never agreed to pay increases to the price of the service plan during
22 the terms of the Promotional Agreements or Service Agreements.

23 110. Ms. Fallica never noticed that Cox had increased the amount of the Surcharges in
24 the middle of her Promotional Agreements or Service Agreements, and Ms. Fallica never agreed
25 to such Surcharge increases.

26 111. Ms. Fallica first learned of Cox's mid-agreement price increase scheme and that
27 she was a victim of the scheme in July 2024, when she signed a retainer agreement with her
28 attorneys. As a result of Cox's intentional misconduct, omissions, affirmative misrepresentations,

1 and intentional concealment throughout the customer lifecycle as described herein, Cox's
2 deceptive pricing and billing scheme was non-obvious and intentionally concealed from its
3 subscribers, including Ms. Fallica.

4 112. Ms. Fallica suffered damages during her Promotional Agreements and Service
5 Agreements in the amount of the increases to her promised and quoted fixed monthly service
6 price.

7 113. Ms. Fallica is an ordinary consumer who is unsophisticated with regard to the
8 interpretation and application of legal contracts.

9 114. Ms. Fallica has a legal right to rely now, and in the future, on the truthfulness and
10 accuracy of Cox's representations and advertisements regarding its service plan prices. Ms.
11 Fallica will be harmed in the future by her inability to rely on the truthfulness and accuracy of
12 Cox's representations and advertisements regarding its service prices. Ms. Fallica desires to sign
13 up for Cox service plans in the future. However, Ms. Fallica wants to be confident that the
14 advertised and quoted fixed-rate prices for Cox's service plans are in fact truly fixed for the
15 duration of the Promotional Agreement or Service Agreement.

16 **Plaintiff Cheri Woods**

17 115. Plaintiff Cheri Woods has been a citizen and resident of Las Vegas, Nevada since
18 2022. Prior to moving to Las Vegas, she was a citizen and resident of Woodland Hills,
19 California. While in Woodland Hills, California, she purchased service plans from Cox for a
20 rental property she owns in Las Vegas.

21 116. Ms. Woods was a subscriber of Cox cable TV and internet services for her Las
22 Vegas rental property for approximately 15 years until she cancelled her Cox services effective
23 January 3, 2020.

24 117. Ms. Woods typically signed up for and renewed her service plans over the
25 telephone with Cox. In the process of researching her service plan options, Ms. Woods also
26 visited the Cox website and viewed Cox's advertising regarding its fixed price service plan
27 agreements (similar to that described above at ¶¶ 41–49, 65–69), which was consistent with the
28 promises and pricing that Cox agents told her over the phone.

1 118. Ms. Woods signed up for Promotional Agreements and Service Agreements with
2 Cox since 2015. Each time that Ms. Woods signed up for a Promotional Agreement or Service
3 Agreement, Cox affirmatively told her that the service price would be an advertised and
4 promised fixed dollar amount that would not increase for the duration of the 1- or 2-year
5 promotional period.

6 119. But contrary to Cox's promises, at least once during each Promotional Agreement
7 or Service Agreement that Ms. Woods signed up for, Cox increased the price of her service plan.

8 120. **October 16, 2017, 1-Year Promotional Agreement.** For example, on October
9 16, 2017, Ms. Woods called Cox to learn about her service plan options. The Cox agent she
10 spoke to quoted and promised Ms. Woods a fixed-price TV and internet bundled service plan at a
11 rate of approximately \$103.00 per month under a 1-year Promotional Agreement that would
12 begin that day October 16, 2017. The agent promised and assured Ms. Woods that the service
13 plan price would not increase during the term of the agreement. Relying on Cox's fixed price
14 representations and promises, Ms. Woods signed up for the service plan.

15 121. But contrary to Cox's promises, in January 2018 (3 months into her 12-month
16 fixed-price agreement), Cox increased the monthly price of her service plan by increasing the
17 Broadcast Surcharge by \$2.50 (from \$4.00 to \$7.50).

18 122. **October 25, 2018, 1-Year Service Agreement.** For example, on October 25,
19 2018, Ms. Woods called Cox to learn about her service plan options. The Cox agent she spoke to
20 quoted and promised Ms. Woods a fixed-price TV and internet service plan at a rate of
21 approximately \$136.00 per month under a 1-year Minimum Term Agreement that would begin
22 that day October 25, 2018. The agent promised and assured Ms. Woods that the service plan
23 price would not increase during the term of the agreement. Relying on Cox's fixed price
24 representations and promises, Ms. Woods signed up for the service plan.

25 123. But contrary to Cox's promises, in January 2019 (2 months into her 12-month
26 fixed-price agreement), Cox increased the monthly price of her service plan by: (1) increasing
27 the Broadcast Surcharge by \$2.50 (from \$7.50 to \$10.00); and (2) increasing the Regional Sports
28 Surcharge by \$2.00 (from \$6.00 to \$8.00).

1 124. When Ms. Woods signed up for the Promotional Agreements and Service
2 Agreements, she was relying on Cox's explicit representations that the monthly service rate
3 would be the quoted and advertised dollar amount and would not increase during the term of the
4 agreement. Ms. Woods did not know or expect that contrary to Cox's promises and
5 representations, Cox would in fact covertly increase the monthly service rate in the middle of her
6 supposedly fixed-rate term. That information would have been material to her. If Ms. Woods had
7 known that information, she would not have been willing to pay as much for her service plans
8 and would have acted differently.

9 125. Ms. Woods never agreed to pay increases to the price of the service plan during
10 the terms of the Promotional Agreements or Service Agreements.

11 126. Ms. Woods never noticed that Cox had increased the amount of the Surcharges in
12 the middle of her Promotional Agreements or Service Agreements, and Ms. Woods never agreed
13 to such Surcharge increases.

14 127. Ms. Woods first learned of Cox's mid-agreement price increase scheme via the
15 Surcharges and that she was a victim of the scheme in July 2024, when she signed a retainer
16 agreement with her attorneys. As a result of Cox's intentional misconduct, omissions, affirmative
17 misrepresentations, and intentional concealment throughout the customer lifecycle as described
18 herein, Cox's deceptive pricing and billing scheme was non-obvious and intentionally concealed
19 from its subscribers, including Ms. Woods.

20 128. Ms. Woods suffered damages during her Promotional Agreements and Service
21 Agreements in the amount of the increases to her promised and quoted fixed monthly service
22 price.

23 129. Ms. Woods is an ordinary consumer who is unsophisticated with regard to the
24 interpretation and application of legal contracts.

25 130. Ms. Woods has a legal right to rely now, and in the future, on the truthfulness and
26 accuracy of Cox's representations and advertisements regarding its service plan prices. Ms.
27 Woods will be harmed in the future by her inability to rely on the truthfulness and accuracy of
28 Cox's representations and advertisements regarding its service prices. Ms. Woods desires to sign

1 up for Cox service plans in the future. However, Ms. Woods wants to be confident that the
 2 advertised and quoted fixed-rate prices for Cox’s service plans are in fact truly fixed for the
 3 duration of the Promotional Agreement or Service Agreement.

4 **VI. CLASS ALLEGATIONS**

5 131. Plaintiffs bring this lawsuit as a class action, on behalf of themselves and all
 6 others similarly situated, pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

7 132. **Class Definition.** Plaintiffs seek certification of the following class:

8 **All current and former Cox subscribers in Nevada who signed**
 9 **up for a Service Agreement¹⁴ or Promotional Agreement¹⁵ and**
 10 **whose service price was increased in the middle of the**
 11 **agreement period above the initially quoted rates.**

12 133. This Court should apply the **discovery rule** to extend any applicable limitations
 13 period (and the corresponding Class periods) for the Plaintiffs and each Class member to January
 14 1, 2015—which is the date, based on counsel’s investigation, that Cox first engaged in its
 15 deceptive and unlawful practice of increasing its service prices in the middle of advertised and
 16 promised fixed-rate agreements. The nature of Cox’s misconduct was non-obvious and
 17 intentionally concealed from its subscribers. As a result of Cox’s intentional misconduct,
 18 omissions, and affirmative misrepresentations throughout the customer lifecycle, neither
 19 Plaintiffs nor the members of the Class could have, through the use of reasonable diligence,

20 ¹⁴ “Service Agreement” as used in this Complaint means a service plan agreement that is
 21 advertised by Cox where the subscriber is promised a quoted, fixed-price promotional rate for a
 22 stated period of time, typically for 1 or 2 years, with an early termination fee. The subscriber is
 23 free to terminate the agreement at any time, including within the first year; however, if the
 24 subscriber terminates service prior to the end of the 1- or 2-year fixed-price period, the
 25 subscriber must pay an early termination fee. “Service Agreement” is not used in this Complaint
 26 to refer to a specific written contract document. Cox offered Service Agreements both to new
 27 customers and to existing customers who were renewing or changing their service plans.

28 ¹⁵ “Promotional Agreement” as used in this Complaint means a service plan agreement that is
 advertised by Cox where the subscriber is promised a quoted, fixed-price promotional rate for a
 stated period of time, typically for 1 or 2 years, with no early termination fee. Like in a Service
 Agreement, the subscriber in a Promotional Agreement is free to terminate the agreement at any
 time, including within the first year. However, unlike in a Service Agreement, the subscriber in a
 Promotional Agreement is not required to pay an early termination fee for terminating service
 prior to the end of the 1- or 2-year fixed-price period. Cox offered Promotional Agreements both
 to new customers and to existing customers who were renewing or changing their service plans.

1 learned of the accrual of their claims against Cox at an earlier time.

2 134. Specifically excluded from the Class are Cox and any entities in which Cox has a
3 controlling interest, Cox's agents and employees, the bench officers to whom this civil action is
4 assigned, and the members of each bench officer's staff and immediate family.

5 135. **Numerosity.** The number of members of the Class are so numerous that joinder
6 of all members would be impracticable. Plaintiffs do not know the exact number of class
7 members prior to discovery. However, based on information and belief, the Class comprises
8 hundreds of thousands of individuals. The exact number and identities of Class members are
9 contained in Cox's records and can be easily ascertained from those records.

10 136. **Commonality and Predominance.** All claims in this action arise exclusively
11 from the uniform policies and procedures of Cox as outlined herein. This action involves
12 multiple common legal or factual questions which are capable of generating class-wide answers
13 that will drive the resolution of this case. These common questions predominate over questions
14 affecting individual Class members, if any. These common questions include, but are not limited
15 to, the following:

16 a. Whether Cox advertised and promised that the monthly price of its service
17 plans would be fixed and would not increase above the initially-quoted rates during 1- or 2-year
18 Service Agreements or Promotional Agreements;

19 b. Whether Cox increased its monthly service prices in the middle of Service
20 Agreements and Promotional Agreements by raising the Broadcast Surcharge and/or Regional
21 Sports Surcharge, or by raising the base price of the service plan itself;

22 c. What is the nature or purpose of the Broadcast Surcharge and the Regional
23 Sports Surcharge, and whether the Surcharges are monthly service fees for providing cable TV
24 service;

25 d. Whether increases to the Broadcast Surcharge and the Regional Sports
26 Surcharge are increases to the price of the monthly service;

27 e. Whether Cox's policy and practice of increasing the monthly service price
28 in the middle of promised and advertised fixed-price Service Agreements or Promotional

1 Agreements is material information, such that a reasonable consumer would find that
2 information important to the consumer's purchase decision;

3 f. Whether it was a breach of contract for Cox to unilaterally increase the
4 monthly service price in the middle of promised and advertised fixed-price Promotional
5 Agreements above the initially quoted rates;

6 g. Whether Cox violated the covenant of good faith and fair dealing by
7 increasing the monthly service price in the middle of Service Agreements or Promotional
8 Agreements by raising the Broadcast Surcharge and/or Regional Sports Surcharge, or by
9 increasing the monthly service price in the middle of Promotional Agreements above the initially
10 quoted rates by raising the base price of the service plan itself;

11 h. Whether Cox was unjustly enriched by its misconduct alleged herein;

12 i. Whether Cox's misrepresentations and misconduct alleged herein violated
13 the Nevada Deceptive Trade Practices Act (NDTPA), NRS Chapter 598;

14 j. Whether Plaintiffs and the Class are entitled to refunds and/or damages as
15 a result of Cox's misconduct alleged herein; and

16 k. Whether Plaintiffs and the Class are entitled to an order enjoining Cox
17 from continued engagement in the misconduct alleged herein.

18 137. **Typicality.** Plaintiffs' claims are typical of Class members' claims. Plaintiffs and
19 Class members all sustained injury as a direct result of Cox's uniform practices and schemes
20 alleged herein, bring the same claims, and face the same potential defenses.

21 138. **Adequacy.** Plaintiffs and their counsel will fairly and adequately protect Class
22 members' interests. Plaintiffs have no interests antagonistic to Class members' interests and are
23 committed to representing the best interests of the Class. Moreover, Plaintiffs have retained
24 counsel with considerable experience and success in prosecuting complex class action and
25 consumer protection cases.

26 139. **Superiority.** A class action is superior to all other available methods for fairly
27 and efficiently adjudicating this controversy. Each Class member's interests are small compared
28 to the burden and expense required to litigate each of his or her claims individually, so it would

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

8 140. By its misconduct and omissions alleged herein, Cox has acted and refused to act
9 on grounds that apply generally to the Class, such that final declaratory relief and injunctive
10 relief is appropriate respecting the Class as a whole.

11 141. Without the proposed class action, Cox will likely retain the benefits of its
12 wrongdoing and will continue the complained-of practices, which will result in further damages
13 to Plaintiffs and class members.

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

CAUSES OF ACTION

COUNT I

Violation of the Nevada Deceptive Trade Practices Act
NRS Chapter 598

1
2
3
4
5 143. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged
6 herein.

7 144. Plaintiffs bring this cause of action in their individual capacities and as
8 representatives of the Class.

9 145. Under the Nevada Deceptive Trade Practices Act (“NDTPA”), “[a]n action may
10 be brought by any person who is a victim of consumer fraud.” NRS 41.600(1). “If the claimant is
11 the prevailing party, the court shall award the claimant: (a) Any damages that the claimant has
12 sustained; (b) Any equitable relief that the court deems appropriate; and (c) The claimant’s costs
13 in the action and reasonable attorney’s fees.” NRS 41.600(3).

14 146. Actionable “consumer fraud” includes deceptive trade practices as defined in
15 NRS 598.0915 to 598.0925. *See* NRS 41.600(2)(e).

16 147. “To state a private right of action under the NDTPA, a plaintiff must allege:
17 (1) defendant violated the NDTPA, (2) causing plaintiff, (3) damages.” *Switch, Ltd. v. Uptime*
18 *Inst., LLC*, 426 F. Supp. 3d 636, 643 (D. Nev. 2019).

19 148. By its conduct and omissions alleged herein, Cox has engaged in deceptive trade
20 practices, including:

21 a. Misrepresenting that the prices of its service plans were fixed and would
22 not increase during 1- or 2-year Service Agreements or Promotional Agreements, despite Cox’s
23 pattern and practice of increasing service prices mid-agreement;

24 b. Increasing the prices of its service plans in the middle of promised fixed-
25 price Service Agreements or Promotional Agreements, contrary to Cox’s previous
26 representations and advertising;

27 c. Falsely stating to complaining customers who noticed the Broadcast
28 Surcharge and/or Regional Sports Surcharge and increases thereto, that the Surcharges were

1 pass-through government fees and/or were outside of Cox's control; and

2 d. Falsely stating to complaining customers who noticed price increases to
3 their Promotional Agreement service plans, that the price increases were justified because the
4 subscriber's promotional discount dollar amount (from Cox's ever-increasing "retail rate") had
5 remained the same, when in fact Cox's explicit pre-sale representations and advertisements
6 promised that the monthly price would remain the same.

7 149. Cox's conduct alleged herein has violated the NDTPA in multiple respects,
8 including, but not limited to, the following:

9 a. Cox knowingly represented that its service plans had characteristics that
10 they did not have (NRS 598.0915(5));

11 b. Cox advertised its service plans with an intent not to sell them as
12 advertised (NRS 598.0915(9));

13 c. Cox made false or misleading statements of fact concerning the prices of
14 its service plans. (NRS 598.0915(13));

15 d. Cox knowingly made false representations in transactions related to its
16 service plans (NRS 598.0915(15));

17 e. Cox failed to disclose a material fact in connection with the sale of its
18 service plans (NRS 598.0923(1)(b)); and

19 f. Cox used an unconscionable practice in its transactions related to its
20 service plans ((NRS 598.0923(1)(e)).

21 150. With respect to any omissions, Cox at all relevant times had a duty to disclose the
22 information in question because, inter alia: (a) Cox had exclusive knowledge of material
23 information that was not known to Plaintiffs and the Class members; (b) Cox concealed material
24 information from Plaintiffs and the Class members; and (c) Cox made partial representations,
25 including regarding the supposedly fixed monthly rate of its service plans, which were false and
26 misleading absent the omitted information.

27 151. The deceptive trade practices alleged herein to have been undertaken by Cox were
28 all committed intentionally and knowingly. The deceptive trade practices alleged herein to have

1 been undertaken by Cox did not result from a bona fide error notwithstanding the use of
2 reasonable procedures adopted to avoid such error.

3 152. Cox's misrepresentations deceive and have a tendency to deceive the general
4 public.

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

8 154. Plaintiffs and the Class members reasonably relied on Cox's material
9 misrepresentations, and would not have purchased, or would have paid less money for, Cox's
10 service plans had they known the truth.

11 155. By its conduct and omissions alleged herein, Cox caused the demand for its
12 service plans to be artificially increased and caused all subscribers of those plans, including
13 Plaintiffs and the Class members, to pay premiums to Cox.

14 156. As a direct and proximate result of Cox's violations of the NDTPA, Plaintiffs and
15 the Class members have been harmed and lost money or property in the amount of the mid-
16 agreement price increases they were charged and paid, and have thereby suffered damages.

17 157. Plaintiffs seek an order awarding damages and equitable relief (including
18 restitution and/or disgorgement) to Plaintiffs and the Class members in an amount to be proven
19 at trial. NRS 41.600(3). Plaintiffs also seek punitive damages. NRS 42.005. Plaintiffs further
20 seek an award of attorneys' fees and costs. NRS 41.600(3).

21 158. Cox's conduct has caused substantial injury to Plaintiffs, the Class members, and
22 the general public.

23 159. Plaintiffs lack an adequate remedy at law to prevent Cox's continued unlawful
24 practices. Plaintiffs will be harmed in the future by their inability to rely on the truthfulness and
25 accuracy of Cox's representations and advertisements regarding its service prices. Plaintiffs
26 desire and intend to sign up for different Cox service plans and Service Agreements or
27 Promotional Agreements in the future if they are within Cox's service area. However, Plaintiffs
28 want to be confident that the advertised and quoted fixed-rate prices for Cox's service plans are

1 in fact truly fixed for the duration of the Service Agreement or Promotional Agreement.
2 Plaintiffs want to be confident that Cox is not going to increase the service price during any
3 promised fixed-rate period. Plaintiffs will be harmed if, in the future, they are left to guess as to
4 whether Cox's representations are accurate.

5 160. Monetary damages are not an adequate remedy at law for future harm for the
6 following reasons, without limitation: First, damages are not an adequate remedy for future harm
7 because they will not prevent Cox from continuing its unlawful conduct. Second, damages for
8 future harm cannot be calculated with certainty and thus cannot be awarded. For example, it is
9 impossible to know: (1) what service plans Plaintiffs may want or need in the future; (2) what
10 will be the dollar amounts by which Cox increases the price of the services mid-agreement; or
11 (3) how many months Plaintiffs would subscribe to such Cox services. Because these factors are
12 unknown, damages are impossible to calculate and cannot be awarded for future harm. Third,
13 injunctive relief is necessary (and monetary damages do not provide a plain, adequate and
14 complete remedy) because, without forward-looking injunctive relief enjoining the unlawful
15 practices, the courts may be flooded with future lawsuits by the general public, Class members,
16 and Plaintiffs for future violations of the law by Cox.

17 161. Cox's misconduct is ongoing in part or in whole and even if such conduct were to
18 cease, it is behavior that is capable of repetition or re-occurrence by Cox absent a permanent
19 injunction.

20 162. Accordingly, pursuant to the NDTPA, Plaintiffs and the Class members are also
21 entitled to an injunction to halt Cox's unlawful practices described herein.

22 **COUNT II**

23 **Breach of Contract**

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

26 164. Plaintiffs bring this cause of action in their individual capacities and as
27 representatives of the Class.

28 165. By the uniform conduct alleged herein, Cox has breached its contracts with

1 Plaintiffs and the members of the Class, who have sustained damages as a result of said breaches.

2 166. Specifically, Cox entered into contracts with Plaintiffs and the members of the
3 Class in which Cox promised that the monthly prices for Cox’s service plans would be at a
4 specific quoted and fixed rate for a 1- or 2-year Service Agreement or Promotional Agreement,
5 but then, after the customer signed up, Cox as a matter of policy would breach that contract by
6 increasing the service price in the middle of the promised fixed-rate period. Thus, Cox
7 unilaterally charged Plaintiffs and the members of the Class more money than they had agreed
8 and contracted to pay for Cox service plans during the specified time periods.

9 167. Plaintiffs and the members of the Class have performed, for the relevant time
10 frame, all of each’s material obligations under the contract or have been excused from any non-
11 performance.

12 168. Cox breached the contract by raising the monthly service price in the middle of its
13 fixed-rate Service Agreements or Promotional Agreements with Plaintiffs and the members of
14 the Class.

15 169. Plaintiffs and the members of the Class sustained damages as a result of Cox’s
16 breaches of contract. Plaintiffs seek damages in the amount they and the members of the Class
17 paid in mid-agreement price increases to their promised fixed-price service plans.

18 **COUNT III**

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

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

22 171. Plaintiffs bring this cause of action in their individual capacities and as
23 representatives of the Class.

24 172. Plaintiffs allege this cause of action in the alternative to Count II.

25 173. To the extent any applicable contract could be read as granting Cox discretion to
26 increase the price of a customer’s service plan in the middle of a promised fixed-rate Service
27 Agreement or Promotional Agreement—which Plaintiffs do not concede—that discretion is not
28 unlimited, but rather is limited by the covenant of good faith and fair dealing implied in every

1 contract by Nevada law.

2 174. Cox has violated the covenant of good faith and fair dealing by its conduct alleged
3 herein.

4 175. Specifically, Cox has abused any discretion it purportedly had under any
5 applicable contract to raise the monthly price of its service plans above the initially quoted and
6 agreed-to rates in the middle of promised fixed-rate Service Agreements or Promotional
7 Agreements. For example:

8 a. Cox misrepresented in its advertising and in its communications with
9 consumers that the prices of its service plans were fixed and would not increase above the
10 initially quoted rates during 1- or 2-year Service Agreements or Promotional Agreements;

11 b. Through the conduct alleged herein, Cox unilaterally and surreptitiously
12 increased the prices of its service plans in the middle of promised fixed-rate periods over and
13 above the promised and advertised rates which its customers agreed to pay;

14 c. With regard to customers in Service Agreements, Cox required that
15 customers agree to early termination fees in order to discourage customers from canceling their
16 services if they learned that Cox had increased the price of their services above the initially
17 quoted rates in the middle of promised fixed-rate agreements;

18 d. With regard to mid-agreement Surcharge increases, if any customers
19 discovered that their service plans had increased in price and called Cox to complain, Cox agents
20 would say that the cause of the increase was the Surcharges and would falsely state that the
21 Surcharges were pass-through government fees and/or were outside of Cox's control. The Cox
22 agents would also deceptively tell the customer that the service price remained the same because
23 only the Surcharges had increased (despite the fact that the Surcharges were charges for service);
24 and

25 e. With regard to the increase of the service plan base price during a
26 Promotional Agreement, if any customers discovered the price increases and called Cox to
27 complain, Cox agents would justify the increases by arguing that the customer's promotional
28 discount dollar amount (from Cox's higher and ever-increasing full list price for the service plan)

1 had remained the same, even though Cox's explicit pre-sale representations and advertisements
2 promised that the monthly price would remain the same.

3 176. Cox's mid-agreement increases to the service price above the initially-quoted
4 rates were contrary to Cox's representations and promises, defied customers' reasonable
5 expectations, were objectively unreasonable, and frustrated the basic terms of the parties'
6 agreement. Cox's conduct alleged herein was in bad faith.

7 177. Cox's conduct described herein has had the effect, and the purpose, of denying
8 Plaintiffs and the Class members the full benefit of their bargains with Cox.

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

12 179. Any attempts by Cox to defend its mid-agreement service price increases above
13 the initially quoted rates through reliance on supposed contractual provisions will be without
14 merit. Plaintiffs and the members of the Class never knowingly agreed to any such provisions,
15 are not subject to them, or the provisions are unenforceable because they are void, illusory,
16 lacking in mutuality, are invalid exculpatory clauses, violate public policy, are procedurally and
17 substantively unconscionable, and/or are unenforceable in light of the hidden and deceptive
18 nature of Cox's misconduct, among other reasons. Any such provisions, even if they existed,
19 would not excuse Cox's abuses of discretion or otherwise preclude Plaintiffs and the members of
20 the Class from recovering for breach of the covenant of good faith and fair dealing.

21 180. Plaintiffs and the members of the Class sustained damages as a result of Cox's
22 breaches of the covenant of good faith and fair dealing. Plaintiffs seek damages in the amount
23 they and the members of the Class paid in service price increases above the initially quoted rates,
24 which were imposed by Cox in the middle of their Service Agreements and Promotional
25 Agreements.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and proposed Class, ask this Court to:

A. Declare that Cox’s conduct alleged herein violates the laws cited above;

B. Certify the case as a class action and appoint Plaintiffs and their counsel to represent the Class;

C. Order that the discovery rule applies to extend any applicable limitations periods (and the corresponding class period) for the Class to the date on which Cox first began the alleged unlawful practices, which based on the investigation of Plaintiffs’ counsel is January 1, 2015;

D. Declare that Cox is financially responsible for notifying all Class members of Cox’s deceptive and unconscionable business practices alleged herein;

E. Permanently enjoin Cox from engaging in the misconduct alleged herein;

F. Retain jurisdiction to monitor Cox’s compliance with the permanent injunctive relief;

G. Order disgorgement and/or restitution, including, without limitation, disgorgement of all revenues, profits and/or unjust enrichment that Cox obtained, directly or indirectly, from Plaintiffs and Class members as a result of the unlawful conduct alleged herein;

H. Order Cox to hold in constructive trust all payments received from Plaintiffs and Class members with respect to the unlawful practices alleged herein;

I. Order Cox to perform an accounting of all such payments;

J. Enter judgment in favor of Plaintiffs and Class members for damages suffered as a result of the conduct alleged herein;

K. Order Cox to pay punitive, exemplary, treble, and/or statutory damages to the Plaintiffs and Class members under the laws outlined herein;

L. Order Cox to pay attorneys’ fees and costs to the extent allowed by law;

M. Order Cox 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

1 proper.

2 **JURY TRIAL DEMAND**

3 PLEASE TAKE NOTICE that the Plaintiffs hereby demand a trial by jury on all issues so
4 triable.

5 Date: November 29, 2024

6
7 Presented by:

8 LAW OFFICE OF MALIK W. AHMAD

9 By: /s/ Malik W. Ahmad

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* Pro Hac Vice Application To Be Submitted

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