

EXHIBIT A

Dept. # 6 Assigned Judge Berle

Jamin S. Soderstrom, Bar No. 261054
SODERSTROM LAW PC
3 Park Plaza, Suite 100
Irvine, California 92614
Tel: (949) 667-4700
Fax: (949) 424-8091
jamin@soderstromlawfirm.com

Douglas L. Mahaffey, Bar No. 125980
MAHAFFEY LAW GROUP, PC
20162 SW Birch Street, Suite 300
Newport Beach, California 92660
Tel: (949) 833-1400
Fax: (949) 263-8736
dougma@mahaffeylaw.com

Counsel for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BY FAX

CARLA JIMENEZ, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

CHARTER COMMUNICATIONS, INC.,
SPECTRUM MANAGEMENT HOLDING
COMPANY LLC, and DOES 1 through 25,

Defendants.

Case Number: **BC 709678**
[Class Action]

COMPLAINT

DEMAND FOR JURY TRIAL

CIT/CASE: BC709678
LEA/DEF#:
RECEIPT #: CCH612315009
DATE PAID: 06/19/18 09:38 AM
PAYMENT: \$1,435.00 310
RECEIVED:
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

91773 A6013

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1 Plaintiff CARLA JIMENEZ¹ (“Plaintiff”), brings this action against Defendants CHARTER
2 COMMUNICATIONS, INC., SPECTRUM MANAGEMENT HOLDING COMPANY LLC, and
3 DOES 1 through 25 (collectively, “Defendants”), and alleges as follows:

4 **JURISDICTION & VENUE**

5 1. This action is brought by Plaintiff individually and on behalf of a class of similarly
6 situated consumers in California during the relevant time periods. The Court has general jurisdiction
7 over this action under Code Civ. Proc., § 410.10. The amounts of damages sought by Plaintiff exceed
8 the jurisdictional minimum and will be established according to proof at trial. An actual controversy
9 also exists for purposes of issuing declaratory and injunctive relief.

10 2. Venue is proper under Code Civ. Proc., §§ 395 and 395.5, because one or more
11 Defendants resides in this county and because a substantial portion of the events forming the basis of
12 this action occurred in this county.

13 **PARTIES**

14 3. Plaintiff CARLA JIMENEZ is a resident of California. Plaintiff is a consumer who has
15 in the past and currently receives and pays for residential Internet services from Defendants. Plaintiff
16 has purchased and continues to purchase Defendants’ residential Internet services in reliance on
17 Defendants’ advertisements and related statements concerning the speed, functionality, and reliability
18 of Defendants’ residential Internet services. Plaintiff currently pays Defendants for an “Extreme”
19 Internet service plan, an “Ultimate 200 Upgrade,” and a Modem. Plaintiff and her family and friends
20 connect to the Internet at Plaintiff’s home using multiple Internet-capable devices which rely on a
21 wireless or “WiFi” Internet connection. Plaintiff and her family and friends perform numerous activities
22 using Defendants’ residential Internet services, including using the Internet for work, social,
23 educational, and entertainment purposes, and downloading and uploading content and streaming videos.
24 Plaintiff pays more money for higher speed Internet services because she and her family and friends
25 want (and in some instances need) to achieve higher Internet speeds than Plaintiff believes Defendants’
26 plans that promise lower Internet speeds will provide.

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¹ Defendants’ bills misspell Plaintiff’s name “Gimenez.”

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1 4. Defendant CHARTER COMMUNICATIONS, INC. (“CHARTER”) is a corporation
2 doing business in California.

3 5. Defendant SPECTRUM MANAGEMENT HOLDING COMPANY LLC
4 (“SPECTRUM”) is a limited liability company doing business in California. SPECTRUM is an affiliate
5 of CHARTER.

6 6. Plaintiff does not know the true names or capacities, whether individual or corporate, of
7 defendants sued as DOES 1 through 25 and, for that reason, sues such defendants under fictitious names.
8 Plaintiff is informed and believe that each DOE defendant was responsible in some respect for the
9 violations alleged herein and proximately caused Plaintiff and other similarly situated consumers to be
10 subject to unlawful and unfair business practices and to suffer harm. Plaintiff will seek leave to amend
11 as and when the true names and capacities of each DOE defendant become known.

12 **FACTUAL ALLEGATIONS**

13 7. Defendants do business in California. Their business is focused on, among other things,
14 providing Internet services to consumers in California. Defendants currently brand their Internet
15 services under the name “Spectrum.”

16 8. For years and continuing through the present day, Defendants have defrauded and misled
17 Plaintiff and similarly situated consumers by promising to deliver residential Internet service at speeds
18 that Defendants knew they could not reliably deliver and that consumers could rarely, if ever, achieve.
19 Defendants also falsely promised to provide Plaintiff and similarly situated consumers residential
20 Internet services with “no contracts.”

21 9. Defendants advertise and sell residential Internet services based on the Internet speeds
22 consumers can expect to achieve. Defendants classify their Internet speeds based on the number of
23 “megabits per second” (“mbps”) consumers can expect to download or upload using Internet-capable
24 equipment such as desktop computers or Internet-capable devices such as laptop computers,
25 smartphones, and tablets. Defendants offer or have offered in the past or have offered in the past a
26 variety of Internet speed plans, ranging from below 20 mbps to over 200 mbps. The more speed
27 Defendants promise to consumers, the more expensive Defendants’ services are to consumers.
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1 Defendants also sell Internet services to consumers and convince consumers to purchase such services
2 by representing that there are “no contracts” associated with the services.

3 10. Defendants promise that consumers can obtain high Internet speeds as advertised.
4 Defendants know they could not deliver on their promises, however, based on their insufficient
5 infrastructure, the modems and routers they provide to consumers, and the overcrowding of their
6 network. Nevertheless, instead of admitting their inability to fulfill their promises, Defendants continue
7 to advertise high speed Internet services they know they cannot deliver.

8 11. Defendants’ advertisements and related statements promise consumers will be able to
9 reliably achieve high Internet speeds. For example, Defendants have made and continue to make the
10 following promises in their online, television, and print advertisements, all of which are false and
11 misleading:

- 12 a. Defendants provide “blazing-fast Internet speed – starting at 100 Mbps;”
- 13 b. Defendants’ “lightning-fast speeds start at 100 Mbps with even faster options available
14 in some areas, giving you the speed and bandwidth you need;”
- 15 c. Defendants provide “the high-speed Internet you need to stream video, play online
16 games, download music and more across multiple devices in your home without
17 sacrificing performance;”
- 18 d. Defendants provide the “fastest in-home WiFi;”
- 19 e. Defendants provide “more than enough speed to support all the devices in your home;”
- 20 f. Defendants provide “enough bandwidth to keep everyone in your home connected;”
- 21 g. Defendants provide “enough speed and range to stream, game and upload with ease
22 across all the devices in your home;”
- 23 h. Defendants’ Internet services let consumers “connect all your devices and access high
24 speed Internet with ease;”
- 25 i. Defendants provide “the fastest Internet speeds available” with “enough bandwidth for
26 everyone in your home to be connected at the same time;”

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1 j. Defendants' Internet services let consumers connect "6-8 devices at the same time" for
2 "streaming movies, group video chats, gaming, uploading large files, checking email,
3 shopping online, social media and more;" and

4 k. Defendants provide Internet services with "no contracts."

5 12. Defendants strongly suggest that consumers can expect to consistently achieve the
6 advertised speeds on all of their Internet-capable devices. Defendants particularly emphasize the
7 wireless or WiFi capabilities of their Internet services and use advertisements that feature handheld
8 devices such as smartphones, tablets, and laptop computers using WiFi to connect to the Internet.
9 Defendants reinforce consumers' impressions of Defendants' Internet services by suggesting that
10 consumers need high Internet speeds to connect multiple devices or perform certain online activities,
11 and then telling consumers that Defendants reliably offer such high speed Internet services.

12 13. Defendants know their advertisements and related statements are false and misleading,
13 and they know they are omitting material information from their representations that would impact
14 consumers' evaluations and purchasing decisions. Defendants know that no consumers will *reliably*
15 *achieve* the Internet speeds they are promised, and that most consumers will *never achieve* the speeds.
16 Defendants know most consumers will not even approach the advertised speeds. This is because
17 Defendants' advertised speeds are based on the maximum potential for wired Internet connections used
18 in an environment that is very different from how consumers typically use residential Internet services.

19 14. Defendants intentionally do not disclose in their advertisements that only a limited subset
20 of consumers who use wired connections under specific conditions will ever reliably achieve the
21 advertised speeds. Defendants also intentionally do not disclose that their wireless services are
22 functionally incapable of providing the advertised speeds to consumers in a typical Internet usage
23 environment, and that any consumers who are using a wireless device (e.g., smartphone, tablet, laptop
24 computer) will never come close to achieving the advertised speeds under most conditions and will
25 typically top-out at less than half of the promised Internet speeds.

26 15. Defendants' advertisements never tell consumers who do not own any wired equipment
27 (e.g., a desktop computer directly connected to a modem/router via an Ethernet cable), or consumers
28 who own devices that may be capable of being wired but are used as wireless devices (e.g., a laptop

1 computer or smart television), that they will probably never achieve the advertised speeds under most
2 conditions. This is true no matter how many wireless devices are connected, how such devices are used,
3 or when the speeds are tested (e.g., outside of peak hours).

4 16. Defendants promise reliable high-speed Internet and reliable performance that will meet
5 the consumers' needs across numerous devices at the same time. Defendants direct their advertisements
6 primarily to consumers who use handheld devices and wireless Internet connections. Yet, based on
7 Defendants' insufficient infrastructure, overcrowded bandwidth, and underperforming equipment,
8 Defendants know such consumers will rarely, if ever, achieve the Internet speeds they are paying for.
9 Even with this knowledge, Defendants intentionally do not change their advertisements and related
10 statements and continue to omit material information. Defendants train their personnel to encourage
11 consumers to purchase higher speed Internet services without regard to whether consumers can reliably
12 achieve such speeds, and Defendants train their personnel to misrepresent and/or avoid truthfully
13 representing the actual Internet service speeds and reliability consumers can expect to achieve.

14 17. As a consumer who purchases residential Internet services from Defendants and
15 primarily uses Defendants' wireless Internet services on multiple devices, Plaintiff has relied on
16 Defendants' promises that she is not entering into a contract by purchasing their services and that she
17 will reliably achieve higher Internet speeds at or near the advertised speed on all of her and his family's
18 and friends' devices. Plaintiff has never achieved at or near the advertised speed she pays for, however.
19 Plaintiff pays a premium over what she would otherwise pay for Defendants' residential Internet
20 services based on the reasonable expectation that she would consistently receive Defendants' advertised
21 Internet speeds and reliability and would not be bound by contract terms.

22 **CLASS ACTION ALLEGATIONS**

23 18. Plaintiff brings this action as a class action under Cal. Code Civ. Proc. § 382 on behalf
24 of all consumers in California who paid for Defendants' residential Internet services within four years
25 from the date this action was filed.

26 19. The members of the class are so numerous that joinder of all class members is
27 impracticable. Plaintiff estimates that there are at least tens of thousands of putative class members.
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1 20. Plaintiff reserves the right to amend the following class definition, and propose
2 appropriate subclasses, before the Court determines whether class certification is appropriate, or
3 thereafter upon leave of Court:

4 **Proposed Class**

5 All individual consumers in California who purchased Defendants'
6 residential Internet services during the relevant time period.

7 21. Excluded from the proposed class are Defendants and their parents, subsidiaries,
8 affiliates, officers, directors, and current and former employees; all consumers who make a timely
9 election to be excluded from this proceeding using the correct opt-out protocol; any and all federal,
10 state, or local governments; and all judges assigned to hear any aspect of this litigation and their
11 immediate family members.

12 22. Common questions of law and fact exist include, but are not limited to:

- 13 a. whether Defendants made false, misleading, deceptive, untrue, or unfair statements in
14 their advertisements related to residential Internet speeds and reliability;
- 15 b. whether Defendants omitted material information from their advertisements and related
16 statements related to residential Internet speeds and reliability;
- 17 c. whether Defendants advertised "no contracts" Internet services but still sought to impose
18 contracts on consumers;
- 19 d. whether Defendants properly disclosed that their network, infrastructure, and/or
20 equipment was incapable of consistently supporting the promised Internet speeds and
21 reliability;
- 22 e. whether Defendants' conduct was knowing and intentional; and
- 23 f. whether Defendants' conduct is ongoing or capable of repetition and therefore supports
24 the issuance of individual, representative, or public injunctive relief and similar orders
25 that require corrective advertisements and complete and truthful disclosures concerning
26 Internet speeds, reliability, and contract terms, and that require Defendants to cease their
27 unlawful and deceptive conduct.
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1 23. Plaintiff is a member of the proposed class she seeks to represent and Plaintiff suffered
2 harm and damages as a result of Defendants' conduct alleged herein. Plaintiff continues to be a customer
3 of Defendants and would like to continue to remain a customer of Defendants; she simply would like
4 Defendants to fix their unfair business practices and ensure that their advertisements, disclosures, and
5 related statements and representations are accurate, complete, and truthful.

6 24. Plaintiff's claims are typical of the claims of other class members and Plaintiff has the
7 same interests as the other members of the class.

8 25. Plaintiff will fairly and adequately represent and protect the interests of the class.
9 Plaintiff has retained able counsel experienced in complex and consumer class action litigation.
10 Plaintiff's interests are not antagonistic to the interests of other class members.

11 26. The questions of fact and law common to Plaintiff and members of the class and any
12 subclasses predominate over any questions affecting only individual members.

13 27. A class action is superior to other available methods for the fair and efficient adjudication
14 of this controversy because joinder of all class members is impractical. Moreover, since the damages
15 suffered by individual class members may be relatively small, the expense and burden of individual
16 litigation makes it practically impossible for the class members to individually redress the wrongs
17 committed against them.

18 28. The class and appropriate subclasses are readily definable and ascertainable based on
19 Defendants' records, and prosecution of this action as a class action will eliminate the possibility of
20 repetitive litigation. There will be no difficulty in the management of this action as a class action.

21 **CAUSES OF ACTION**

22 **Count One**

23 **Common Law Fraud and Misrepresentation**

24 29. Plaintiff incorporates all prior paragraphs.

25 30. Defendants have represented and continue to represent in their advertisements and
26 related statements in print, online, and on television, among other places, that:

27 a. Defendants provide "blazing-fast Internet speed – starting at 100 Mbps;"
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- 1 b. Defendants’ “lightning-fast speeds start at 100 Mbps with even faster options available
2 in some areas, giving you the speed and bandwidth you need;”
- 3 c. Defendants provide “the high-speed Internet you need to stream video, play online
4 games, download music and more across multiple devices in your home without
5 sacrificing performance;”
- 6 d. Defendants provide the “fastest in-home WiFi;”
- 7 e. Defendants provide “more than enough speed to support all the devices in your home;”
- 8 f. Defendants provide “enough bandwidth to keep everyone in your home connected;”
- 9 g. Defendants provide “enough speed and range to stream, game and upload with ease
10 across all the devices in your home;”
- 11 h. Defendants’ Internet services let consumers “connect all your devices and access high
12 speed Internet with ease;”
- 13 i. Defendants provide “the fastest Internet speeds available” with “enough bandwidth for
14 everyone in your home to be connected at the same time;”
- 15 j. Defendants’ Internet services let consumers connect “6-8 devices at the same time” for
16 “streaming movies, group video chats, gaming, uploading large files, checking email,
17 shopping online, social media and more;” and
- 18 k. Defendants provide Internet services with “no contracts.”
- 19 31. Defendants’ representations were and continue to be false and misleading. Defendants
20 knew or should have known that their representations were false and misleading based on Defendants’
21 knowledge of their network, infrastructure, and equipment capabilities and the differences between
22 wired and wireless Internet connections.
- 23 32. Defendants made such representations, omitted material information from such
24 representations, and continue to make such representations and omissions, with the express intention of
25 inducing Plaintiff and similarly situated consumers to rely on such representations and take action based
26 thereon. Specifically, Defendants intended Plaintiff and similarly situated consumers to purchase
27 Defendants’ Internet services. Alternatively, Defendants had a duty to act with reasonable care when
28 advertising and providing their residential Internet services to consumers, and they breached their duty

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1 by making representations and omitting material information regarding Internet speed and reliability
2 negligently, and it was reasonably foreseeable that consumers would rely on Defendants'
3 representations and omissions to their detriment.

4 33. Plaintiff and similarly situated consumers relied on and took action based on Defendants'
5 false and misleading representations and material omissions, including by purchasing Defendants'
6 Internet services and paying a premium for Defendants' Internet services. Plaintiff and other consumers
7 continue to rely on Defendants' false and misleading representations and material omissions and
8 continue to pay for services which Defendants are not providing. Plaintiff and similarly situated
9 consumers would not have taken such action had they not believed Defendants' false and misleading
10 representations and material omissions, and would not continue to pay for these services at all or at the
11 same price if the truth were disclosed.

12 34. Plaintiff and similarly situated consumers suffered harm as a direct result of their reliance
13 on Respondents' false and misleading representations and material omissions and will continue to suffer
14 harm in the future. Plaintiff, individually and on behalf of all similarly situated consumers in California,
15 seeks: individual, representative, and public injunctive relief requiring Defendants to cease and correct
16 all false and misleading representations and material omissions concerning Internet speeds and
17 reliability and "no contracts" offers and orders granting all similar relief available; actual damages;
18 punitive damages to punish and deter Defendants' wrongful conduct; and costs and attorneys' fees under
19 Cal. Civ. Code § 1021.5.

20 **Count Two**

21 **Violation of False Advertising Law, Cal Bus. & Prof. Code § 17500 *et seq.***

22 35. Plaintiff incorporates all prior paragraphs.

23 36. Defendants have intentionally made and disseminated statements and have included
24 material omissions, and they continue to make such statements and omissions, to Plaintiff, Class
25 members, and the general public concerning Defendants' Internet services, as well as circumstances and
26 facts connected to such services, which are untrue and misleading, and which are known (or which by
27 the exercise of reasonable care should be known) to be untrue or misleading. Defendants have also
28 intentionally made or disseminated such untrue or misleading statements and have included material

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1 omissions, and they continue to make such statements and omissions, to Plaintiff, Class members, and
2 the public as part of a plan or scheme with intent not to sell those services as advertised, and they
3 continue to engage in that plan or scheme.

4 37. Defendants' untrue and misleading statements include but are not limited to:

5 a. Defendants provide "blazing-fast Internet speed – starting at 100 Mbps;"

6 b. Defendants' "lightning-fast speeds start at 100 Mbps with even faster options available
7 in some areas, giving you the speed and bandwidth you need;"

8 c. Defendants provide "the high-speed Internet you need to stream video, play online
9 games, download music and more across multiple devices in your home without
10 sacrificing performance;"

11 d. Defendants provide the "fastest in-home WiFi;"

12 e. Defendants provide "more than enough speed to support all the devices in your home;"

13 f. Defendants provide "enough bandwidth to keep everyone in your home connected;"

14 g. Defendants provide "enough speed and range to stream, game and upload with ease
15 across all the devices in your home;"

16 h. Defendants' Internet services let consumers "connect all your devices and access high
17 speed Internet with ease;"

18 i. Defendants provide "the fastest Internet speeds available" with "enough bandwidth for
19 everyone in your home to be connected at the same time;"

20 j. Defendants' Internet services let consumers connect "6-8 devices at the same time" for
21 "streaming movies, group video chats, gaming, uploading large files, checking email,
22 shopping online, social media and more;" and

23 k. Defendants provide Internet services with "no contracts."

24 38. Defendants made these statements and substantially similar ones willfully and
25 intentionally, knowing they were false and misleading, and they continue to make these and
26 substantially similar false and misleading statements willfully and intentionally. Defendants knew or
27 should have known that their statements were false and misleading based on Defendants' knowledge of
28 their network, infrastructure, and equipment capabilities and the differences between wired and wireless

1 Internet connections.

2 39. Each of these statements and omissions, and substantially similar statements and
3 omissions, constitute false and deceptive advertisements under the False Advertising Law, Cal. Bus. &
4 Prof. Code § 17500 *et seq.* (“FAL”). Plaintiff and similarly situated consumers were deceived and
5 continue be deceived by Defendants’ statements and omissions, and there is a strong probability that
6 Class members and members of the public were also or are likely to be deceived as well. Any reasonable
7 consumer would be misled by Defendants’ false and misleading statements and material omissions.

8 40. Plaintiff and similarly situated consumers relied on and took action based on Defendants’
9 false and misleading statements and material omissions, including by purchasing Defendants’ Internet
10 services and paying a premium for Defendants’ Internet services. Plaintiff and other consumers continue
11 to rely on Defendants’ false and misleading statements and material omissions and continue to pay for
12 services which Defendants are not providing. Plaintiff and similarly situated consumers would not have
13 taken such action had they not believed Defendants’ false and misleading statements and material
14 omissions, and would not continue to pay for these services at all or at the same price if the truth were
15 disclosed.

16 41. Plaintiff and similarly situated consumers lost money or property as a direct result of
17 their reliance on Respondents’ false and misleading statements and omissions and will continue to suffer
18 the same or similar harm in the future. Plaintiff, individually and on behalf of all similarly situated
19 consumers, seeks individual, representative, and public injunctive relief requiring Defendants to cease
20 and correct all false and misleading statements and material omissions concerning Internet speeds and
21 reliability and “no contract” offers and orders granting all similar relief available; restitution that will
22 restore the full amount of their money or property; disgorgement of Defendants’ relevant profits and
23 proceeds; and reasonable costs and attorneys’ fees under Cal. Civ. Code § 1021.5.

24 **Count Three**

25 **Violation of Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.***

26 42. Plaintiff incorporates all prior paragraphs.
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1 43. Defendants have engaged in unfair and deceptive acts and practices that constitute false
2 and misleading advertising under the Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*
3 (“CLRA”). Defendants’ unlawful acts and practices include but are not limited to:

- 4 a. Representations that Defendants provide “blazing-fast Internet speed – starting at 100
5 Mbps;”
- 6 b. Representations that Defendants’ “lightning-fast speeds start at 100 Mbps with even
7 faster options available in some areas, giving you the speed and bandwidth you need;”
- 8 c. Representations that Defendants provide “the high-speed Internet you need to stream
9 video, play online games, download music and more across multiple devices in your
10 home without sacrificing performance;”
- 11 d. Representations that Defendants provide the “fastest in-home WiFi;”
- 12 e. Representations that Defendants provide “more than enough speed to support all the
13 devices in your home;”
- 14 f. Representations that Defendants provide “enough bandwidth to keep everyone in your
15 home connected;”
- 16 g. Representations that Defendants provide “enough speed and range to stream, game and
17 upload with ease across all the devices in your home;”
- 18 h. Representations that Defendants’ Internet services let consumers “connect all your
19 devices and access high speed Internet with ease;”
- 20 i. Representations that Defendants provide “the fastest Internet speeds available” with
21 “enough bandwidth for everyone in your home to be connected at the same time;”
- 22 j. Representations that Defendants’ Internet services let consumers connect “6-8 devices at
23 the same time” for “streaming movies, group video chats, gaming, uploading large files,
24 checking email, shopping online, social media and more;” and
- 25 k. Representations that Defendants provide Internet services with “no contracts.”

26 44. Each of Defendants’ representations and substantially similar representations constitute
27 false and misleading advertising and violate the CLRA by:
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- a. Representing that their Internet services have characteristics, uses, and benefits which they do not have, in violation of Section 1770(a)(5);
- b. Representing that their Internet services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 1770(a)(7);
- c. Advertising their Internet services with intent not to sell them as advertised, in violation of Section 1770(a)(9);
- d. Representing that a transaction with them confers or involves rights, remedies, or obligations which it does not have or involve, in violation of Section 1770(a)(14); and
- e. Representing that the subject of a transaction with them has been supplied in accordance with a previous representation when it has not, in violation of Section 1770(a)(16).

45. Defendants' acts and practices were knowing and intentional.

46. Plaintiff and similarly situated consumers relied on these and substantially similar representations and material omissions to their detriment, including by purchasing Defendants' Internet services but not receiving speeds, reliability, and terms they were promised, and by paying more for Defendants' Internet services than they would have had Defendants' advertisements, representations, and terms been truthful, accurate, and complete.

47. Defendants knew or should have known that their representations were false and misleading based on Defendants' knowledge of their network, infrastructure, and equipment capabilities and the differences between wired and wireless Internet connections.

48. Under Sections 1780 and 1781 of the CLRA, Plaintiff, individually and on behalf of all similarly situated consumers, seeks individual, representative, and public injunctive relief requiring Defendants to cease all of their unlawful methods, acts, and practices and correct all false and misleading statements and material omissions concerning Internet speeds and reliability and "no contract" offers and orders granting all similar relief available; restitution that will restore the full amount of their money or property; disgorgement of Defendants' relevant profits and proceeds; and reasonable costs and attorneys' fees.

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1 49. Concurrently with the filing of this action, Plaintiff has filed an affidavit in support of
2 this action stating facts showing that the action has been commenced in a county or judicial district that
3 constitutes a proper place for the trial of this action. See Exhibit 1.

4 **Count Four**

5 **Violation of Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.**

6 50. Plaintiff incorporates all prior paragraphs.

7 51. Defendants have engaged in unlawful, unfair, and fraudulent business acts and practices,
8 and unfair, deceptive, untrue, and misleading advertising that constitutes false and misleading
9 advertising under the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (“UCL”).

10 52. Defendants are each a “person” under Section 17021.

11 53. Defendants’ acts, practices, and advertisements that violate the UCL include but are not
12 limited to:

- 13 a. Representations that Defendants provide “blazing-fast Internet speed – starting at 100
14 Mbps;”
- 15 b. Representations that Defendants’ “lightning-fast speeds start at 100 Mbps with even
16 faster options available in some areas, giving you the speed and bandwidth you need;”
- 17 c. Representations that Defendants provide “the high-speed Internet you need to stream
18 video, play online games, download music and more across multiple devices in your
19 home without sacrificing performance;”
- 20 d. Representations that Defendants provide the “fastest in-home WiFi;”
- 21 e. Representations that Defendants provide “more than enough speed to support all the
22 devices in your home;”
- 23 f. Representations that Defendants provide “enough bandwidth to keep everyone in your
24 home connected;”
- 25 g. Representations that Defendants provide “enough speed and range to stream, game and
26 upload with ease across all the devices in your home;”
- 27 h. Representations that Defendants’ Internet services let consumers “connect all your
28 devices and access high speed Internet with ease;”

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- 1 i. Representations that Defendants provide “the fastest Internet speeds available” with
- 2 “enough bandwidth for everyone in your home to be connected at the same time;”
- 3 j. Representations that Defendants’ Internet services let consumers connect “6-8 devices at
- 4 the same time” for “streaming movies, group video chats, gaming, uploading large files,
- 5 checking email, shopping online, social media and more;” and
- 6 k. Representations that Defendants provide Internet services with “no contracts.”

7 54. Each of these representations and substantially similar representations are unlawful,
8 unfair, fraudulent, deceptive, and untrue and violate the UCL. Each of these representations and
9 substantially similar representations are further unlawful, fraudulent, deceptive, and untrue because
10 Defendants intentionally omitted material information within its knowledge concerning the Internet
11 speeds and reliability and terms underlying its services.

12 55. Defendants took these acts and practices and made their representations and omissions
13 knowingly and intentionally, intending that Plaintiff and other consumers would rely on them and take
14 action.

15 56. Plaintiff and similarly situated consumers relied on and took action based on Defendants’
16 unlawful, unfair, fraudulent, deceptive, and untrue acts, practices, and advertisements and related
17 representations and omissions and suffered actual harm and lost money or property as a result, including
18 by purchasing Defendants’ Internet services and paying a premium for Defendants’ Internet services.
19 Plaintiff and other consumers continue to rely on Defendants’ unlawful, unfair, fraudulent, deceptive,
20 and untrue acts, practices, and advertisements and related representations and omissions by continuing
21 to pay for services which Defendants are not providing, hoping Defendants’ services will fulfill their
22 promises. Plaintiff and similarly situated consumers would not have taken such action had they not
23 believed Defendants’ false and misleading statements and material omissions, and they would not
24 continue to pay for these services at all or at the same price if the truth were disclosed.

25 57. Defendants’ actions described above constitute common law fraud and violate the FAL
26 and CLRA and are therefore unlawful under the UCL.

27 58. As a result of Defendants’ unlawful and unfair acts and practices, they have reaped and
28 continue to reap unfair benefits and illegal profits at the expense of Plaintiff and other nonexempt

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1 employees.

2 59. Plaintiff, individually and on behalf of similarly situated consumers, seeks individual,
3 representative, and public injunctive and declaratory relief requiring Defendants to cease all of their
4 unlawful acts, practices, and advertisements and correct all false and misleading statements and material
5 omissions concerning Internet speeds and reliability and “no contract” offers and orders granting all
6 similar relief available; restitution that will restore the full amount of their money or property;
7 disgorgement of Defendants’ relevant profits and proceeds; and reasonable costs and attorneys’ fees
8 under Cal. Civ. Code § 1021.5.

9 **Count Five**

10 **Declaratory and Injunctive Relief**

11 60. Plaintiff incorporates all prior paragraphs.

12 61. An actual controversy between Plaintiff and Defendants exists concerning their
13 respective legal rights and obligations related to Defendants’ residential Internet services for purposes
14 of California Code of Civil Procedure sections 1060 through 1062.

15 62. Plaintiff requests that the Court adjudicate and declare that Plaintiff and similarly situated
16 consumers in California have a right to view and rely upon truthful advertising; that Defendants have
17 an obligation to ensure all of their advertisements and related statements and representations are truthful,
18 complete, and not misleading; that Defendants have an obligation not to advertise that their services
19 have “no contracts” associated with them if Defendants in fact seek to impose contracts on their
20 consumers; that Defendants cannot enforce any alleged contract terms against consumers where
21 Defendants represented that their services had “no contracts;” that Defendants have an obligation not to
22 advertise Internet speeds that they know or reasonably should know consumers are unlikely to
23 consistently or reliably achieve; and that Defendants have an obligation to train their personnel not to
24 misrepresent Defendants’ Internet services and not to avoid presenting consumers with truthful,
25 complete, and accurate information.

26 63. Plaintiff further requests that the Court issue related injunctive relief that requires
27 Defendants to comply with their legal obligations and utilize only truthful and complete advertisements,
28 statements, and representations, and ensure consumers are aware of any and all contracts Defendants

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1 seek to impose against consumers.

2 64. Plaintiff, individually and on behalf of all class members similarly situated, seeks
3 individual, representative, and public declaratory and injunctive relief and any other necessary orders
4 or judgments that will declare the parties' respective legal rights and obligations and that will prevent
5 Defendants from continuing to ignore their legal obligations and consumers' legal rights. Plaintiff
6 further seeks her reasonable costs and attorneys' fees under Cal. Civ. Code § 1021.5.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of all similarly situated consumers in
9 California, prays for the following relief:

- 10 A. Certification of this action as a class action;
- 11 B. Designation of Plaintiff as a class representative and Plaintiff's counsel as class counsel;
- 12 C. An award of actual and punitive damages;
- 13 D. Individual, representative, and public equitable, injunctive, and declaratory relief to
14 remedy Defendants' violations of California law, including but not limited to an order declaring the
15 parties' respective legal rights and obligations and enjoining Defendants from continuing their unlawful
16 and unfair business practices and advertisements and requiring Defendants to correct all false and
17 misleading statements and material omissions concerning Internet speeds and reliability and "no
18 contract" offers and orders granting all similar relief available;
- 19 E. Restitution and disgorgement;
- 20 F. Pre-judgment and post-judgment interest as allowed by law;
- 21 G. Reasonable costs and attorneys' fees; and
- 22 H. Such additional and further relief as this Court may deem just and proper.

23 Dated: June 15, 2018

SODERSTROM LAW PC

By: /s/ Jamin S. Soderstrom

Jamin S. Soderstrom

and

26 MAHAFFEY LAW GROUP, P.C.

By: /s/ Douglas L. Mahaffey

Douglas L. Mahaffey

Counsel for Plaintiff and the Proposed Class

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JURY TRIAL DEMANDED

Plaintiff demands a trial by jury of all issues triable by jury.

Dated: June 15, 2018

SODERSTROM LAW PC

By: /s/ Jamin S. Soderstrom
Jamin S. Soderstrom

and

MAHAFFEY LAW GROUP, P.C.

By: /s/ Douglas L. Mahaffey
Douglas L. Mahaffey

Counsel for Plaintiff and the Proposed Class

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EXHIBIT 1

06/19/2018

1 Jamin S. Soderstrom, Bar No. 261054
2 SODERSTROM LAW PC
3 3 Park Plaza, Suite 100
4 Irvine, California 92614
5 Tel: (949) 667-4700
6 Fax: (949) 424-8091
7 jamin@soderstromlawfirm.com

8 Douglas L. Mahaffey, Bar No. 125980
9 MAHAFFEY LAW GROUP, PC
10 20162 SW Birch Street, Suite 300
11 Newport Beach, California 92660
12 Tel: (949) 833-1400
13 Fax: (949) 263-8736
14 dougm@mahaffeylaw.com

15 *Counsel for Plaintiff and the Proposed Class*

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF LOS ANGELES

18 CARLA JIMENEZ, individually and on behalf
19 of all others similarly situated,

20 Plaintiff,

21 v.

22 CHARTER COMMUNICATIONS, INC.,
23 SPECTRUM MANAGEMENT HOLDING
24 COMPANY LLC, and DOES 1 through 25,

25 Defendants.

Case Number: _____
[Class Action]

COMPLAINT

DEMAND FOR JURY TRIAL

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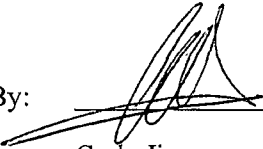
1 I, CARLA JIMENEZ, declare as follows:

2 1. I am over the age of 18. The facts set forth in this Venue Affidavit are based upon my
3 own personal knowledge and, if called as a witness, I could and would competently testify to the facts
4 set forth herein.

5 2. I am, and have at all times relevant to this lawsuit been, a resident of Los Angeles County,
6 California.

7 3. For several years and continuing to the present day, I have paid for residential Internet
8 services that are now branded under the name "Spectrum." I viewed advertisements related to these
9 Internet services, made my purchase decisions, and received the Internet services in Los Angeles County,
10 California. These Internet services are the subject of my claims against Charter Communications, Inc.
11 and Spectrum Management Holding Company, LLC in this lawsuit.

12
13 I declare under penalty of perjury under the laws of the United States of America and the State
14 of California that the foregoing is true and correct. This declaration was executed on June 13, 2018
15 at San Dimas, California.

16
17 By: 
18 Carla Jimenez
19 Plaintiff

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06/19/2018

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jamin S. Soderstrom, SBN 261054 SODERSTROM LAW PC 3 Park Plaza, Suite 100, Irvine, CA 92614 TELEPHONE NO.: 949-667-4700 FAX NO.: 949-424-8091 ATTORNEY FOR (Name): Plaintiff, Carla Jimenez	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUN 19 2018 Sherri R. Carter, EXECUTIVE CLERK/Clerk of Court By <u>Brittany Smith</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 N. Spring Street. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Federal Courthouse	CASE NUMBER: BC 709676 BY BY [Signature] JUDGE: DEPT:
CASE NAME: Jimenez v. Charter Communications, Inc., et al.	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **5**

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 15, 2018
 Jamin S. Soderstrom

 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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SHORT TITLE: Jimenez v. Charter Communications, et al.	CASE NUMBER BC 709676
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ul style="list-style-type: none"> 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Jimenez v. Charter Communications, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

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SHORT TITLE: Jimenez v. Charter Communications, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input checked="" type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition		2, 9	

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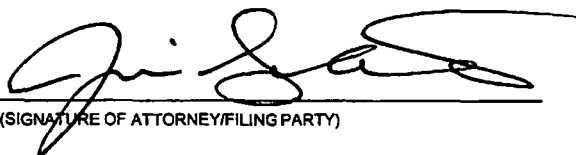
SHORT TITLE: Jimenez v. Charter Communications, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS: 			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">CITY: San Dimas</td> <td style="width:17%; padding: 2px;">STATE: CA</td> <td style="width:50%; padding: 2px;">ZIP CODE: 91773</td> </tr> </table>	CITY: San Dimas	STATE: CA	ZIP CODE: 91773	
CITY: San Dimas	STATE: CA	ZIP CODE: 91773		

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 15, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/19/2018

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Spectrum Internet Speeds Are Nowhere Near as Fast as Promised, Class Action Argues](#)
