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8 *Attorney for Defendant*  
9 *Cequel Communications, LLC, d/b/a*  
10 *Suddenlink Communications*

11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**  
13 **SACRAMENTO DIVISION**

14 JAMIE LOPEZ, individually and on behalf  
15 of all others similarly situated,

16 Plaintiff,

17 v.

18 CEQUEL COMMUNICATIONS, LLC,  
19 d/b/a SUDDENLINK  
20 COMMUNICATIONS; and DOES 1-25,  
21 inclusive,

22 Defendants.

Case No.

California Case No.:TCU20-7694

**NOTICE OF REMOVAL UNDER 28 U.S.C.**  
**§§ 1332, 1441, 1446 AND 1453 BY**  
**DEFENDANT CEQUEL**  
**COMMUNICATIONS, LLC, d/b/a**  
**SUDDENLINK COMMUNICATIONS**

**(DIVERSITY JURISDICTION—CLASS**  
**ACTION FAIRNESS ACT)**

1 TO THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
2 CALIFORNIA, SACRAMENTO DIVISION, AND TO PLAINTIFF AND HIS COUNSEL OF  
3 RECORD:

4 PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453,  
5 Defendant Cequel Communications, LLC, d/b/a Suddenlink (hereinafter “Defendant” or  
6 “Suddenlink”) hereby removes to this Court the state-court action described below.

7 **STATEMENT OF JURISDICTION**

8 This is a civil action for which this Court has original jurisdiction under 28 U.S.C.  
9 § 1332(d)(2)(A), and for which removal to this Court is appropriate pursuant to 28 U.S.C. §§ 1441,  
10 1446, and 1453, as discussed in more detail below.

11 **BASIS FOR REMOVAL: CLASS ACTION FAIRNESS ACT**

12 1. On September 28, 2020, Plaintiff Jamie Lopez filed a putative class action against  
13 Suddenlink and twenty-five John Does in the Superior Court of the State of California, County of  
14 Nevada, under Case Number TCU20-7694.

15 2. On October 8, 2020, Suddenlink was served with the Summons and Complaint.  
16 Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings, and orders served  
17 upon Suddenlink are attached to this Notice of Removal as **Exhibit 1**.

18 3. This Notice has been timely filed pursuant to 28 U.S.C. § 1446(b).

19 4. The Superior Court of the State of California, County of Nevada, is located within  
20 the Eastern District of California, Sacramento Division. 28 U.S.C. § 84(b). This Notice of Removal  
21 is therefore properly filed in this Court pursuant to 28 U.S.C. § 1441(a).

22 5. Plaintiff alleges that Suddenlink “charges Plaintiff and Class members for their  
23 broadband internet services regardless of whether subpar service or any service is provided.”  
24 Compl. ¶ 16. Plaintiff brings three causes of action: (1) violations of California Unfair Competition  
25 Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq*; (2) violations of the Consumers Legal  
26 Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq*; and (3) breach of contract. Among other  
27 remedies, Plaintiff seeks restitution of amounts paid to Suddenlink by him and the putative class  
28 members for broadband internet services, disgorgement by Suddenlink of those amounts, and

1 damages. *See, e.g.*, Compl. ¶¶ 54, 65, and “Prayer for Relief” ¶¶ B, C, and D.

2 6. The Court has jurisdiction over this action pursuant to the Class Action Fairness Act  
3 of 2005 (“CAFA”), which amended 28 U.S.C. § 1332 to grant federal district courts original  
4 jurisdiction over putative class actions with 100 or more class members, where the aggregate  
5 amount in controversy exceeds \$5 million, and where any member of the class of plaintiffs is a  
6 citizen of a state different from any defendant. 28 U.S.C. §§ 1332(d)(1), (2). As set forth below,  
7 this action satisfies each of these requirements for original jurisdiction under CAFA.

8 7. **Covered Class Action.** This action meets CAFA’s definition of a class action,  
9 which is “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar  
10 State statute or rule of judicial procedure authorizing an action to be brought by 1 or more  
11 representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B); *see* 28 U.S.C. § 1453(a). The  
12 putative class action complaint in this case satisfies this requirement. *See* Compl. ¶¶ 23-31.

13 8. **Class Action Consisting of More than 100 Members.** Plaintiff seeks certification  
14 of a statewide class of persons domiciled in California who purchased Suddenlink’s broadband  
15 internet services in the Placer, El Dorado, and Nevada Counties of California. Compl. ¶ 23. The  
16 complaint alleges that “there are hundreds of Class members . . . .” *Id.* ¶ 25. And Suddenlink’s  
17 records reflect that there are more than 100 members of the putative class. **Exhibit 2**, Declaration  
18 of Kimberly Koke (“Koke Decl.”), ¶ 2. Accordingly, there are at least 100 persons in the putative  
19 class, as required by 28 U.S.C. § 1332(d)(5)(B).

20 9. **The Parties Are Minimally Diverse.** CAFA requires minimal diversity, that is, at  
21 least one putative class member must be a citizen of a state different from any defendant. 28 U.S.C.  
22 § 1332(d)(2)(A). Plaintiff is a citizen of the State of California. Compl. ¶ 7. Defendant is a citizen  
23 of Delaware and New York under either of the possible approaches for determining its citizenship.  
24 *First*, under CAFA, an “unincorporated association” is “deemed to be a citizen of the State where  
25 it has its principal place of business and the State under whose laws it is organized.” 28 U.S.C.  
26 § 1332(d)(10); *see Abrego Abrego v. Dow Chemical Co.*, 443 F.3d 676, 684 (9th Cir. 2006) (noting  
27 that Section 1332(d)(10) “departs from the rule . . . that a limited partnership’s [or unincorporated  
28 association’s] citizenship for diversity purposes can be determined only by reference to all of the

1 entity’s members”) (quotation marks omitted; brackets the Court’s); *Ramirez v. Carefusion*  
2 *Resources, LLC*, No. 18-cv-2852, 2019 WL 2897902, at \*2 (S.D. Cal. July 5, 2019) (applying  
3 Section 1332(d)(10) to a limited liability company and noting that “most courts to consider the  
4 issue have reached the same conclusion”). Defendant Cequel Communications, LLC, d/b/a  
5 Suddenlink Communications, is organized under the laws of Delaware and has its principal place  
6 of business at One Court Square, Long Island City, New York, 11101, and is therefore a citizen of  
7 Delaware and New York for CAFA purposes.

8 10. *Second*, Suddenlink’s citizenship is the same under the traditional test for assessing  
9 diversity of a limited liability company. Cequel Communications, LLC, d/b/a Suddenlink  
10 Communications, is a limited liability company whose sole member is CSC Holdings, LLC. CSC  
11 Holdings, LLC, is a limited liability company whose sole member is Cablevision Systems  
12 Corporation. Cablevision Systems Corporation is incorporated under the laws of Delaware and  
13 maintains its principal place of business at One Court Square, Long Island City, New York, 11101.  
14 Suddenlink is therefore a citizen of Delaware and New York within the meaning of 28 U.S.C. §  
15 1332. *See Johnson v. Columbia Prop. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (holding  
16 outside the CAFA context that “like a partnership, an LLC is a citizen of every state of which its  
17 owners/members are citizens”).

18 11. Further, the complaint seeks certification of a class of California domiciliaries.  
19 Compl. ¶ 23. Therefore, putative class members, including Plaintiff, are “citizen[s] of a State  
20 different from” Suddenlink. 28 U.S.C. § 1332(d)(2)(A).

21 12. **The Amount in Controversy Exceeds \$5 Million.** Under CAFA, the claims of the  
22 individual class members are aggregated to determine if the amount in controversy exceeds the  
23 required “sum or value of \$5,000,000, exclusive of interests and costs.” 28 U.S.C. § 1332(d)(2),  
24 (d)(6); *see also Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592 (2013) (“Under § 1332(d)(2),  
25 a federal court may exercise diversity jurisdiction over a class that has more than 100 members  
26 who are minimally diverse and whose aggregate claims exceed \$5 million.”). While Suddenlink  
27 denies the claims alleged in Plaintiff’s complaint and further denies that Plaintiff or any putative  
28 class member is entitled to any monetary or other relief, the amount in controversy here satisfies

1 the jurisdictional threshold.

2 13. Plaintiff, on behalf of himself and the Class, seeks damages, restitution, and  
3 disgorgement for the alleged UCL and CLRA violations and the alleged breach of contract. Compl.  
4 ¶ 3. Plaintiff's complaint makes clear he is seeking damages and restitution not only in the form of  
5 reimbursement for service outages but also for the injuries he and Class members suffered "by the  
6 mere fact of purchase" of Suddenlink's services. *Id.* ¶ 53. Because Plaintiff fails to allege a class  
7 period, it is reasonable to assume Plaintiff intends the class period to be limited only by the relevant  
8 statutes of limitations. *See, e.g., Lopez v. Aerotek, Inc.*, No. SACV 14-00803-(CJGx), 2015 WL  
9 2342558, at \*2 (C.D. Cal. May 14, 2015) (basing class period off the "applicable statutes of  
10 limitations"). While Suddenlink reserves any arguments available to potentially shorten the statute  
11 of limitations period, Plaintiff's UCL and breach of contract claims appear to be subject to four-  
12 year statutes of limitations. Cal. Bus. & Prof. Code § 17208; Cal. Civ. Proc. Code § 337. Thus, the  
13 class period for this action could plausibly encompass the four-year period preceding Plaintiff's  
14 filing of his complaint.

15 14. Given the size of the putative class, Compl. ¶¶ 23-24, Plaintiff's requests for  
16 damages and restitution on behalf of himself and the proposed class for amounts paid to Suddenlink  
17 for broadband internet service easily satisfy the amount in controversy. Suddenlink again denies  
18 that Plaintiff's claims have any merit and that he or any putative class member is entitled to relief.  
19 *See Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) ("The amount in  
20 controversy is simply an estimate of the total amount in dispute, not a prospective assessment of  
21 defendant's liability."). But according to Suddenlink's records, the members of the putative class—  
22 *i.e.*, Suddenlink's broadband internet customers in Placer County, El Dorado County, and Nevada  
23 County, California—have been charged and paid, in the aggregate, in excess of \$5 million for  
24 Suddenlink's broadband internet service just over the past two years alone, well within the statute  
25 of limitations period for Plaintiff's claims. Koke Decl. ¶ 2. As the Ninth Circuit explained in *Lewis*,  
26 when a plaintiff "is seeking recovery from a pot that Defendant has shown could exceed \$5  
27 million," the amount in controversy is satisfied for purposes of CAFA jurisdiction. *Lewis*, 627 F.3d  
28 at 401.

1 15. Plaintiff also seeks attorneys’ fees, which further bolsters the conclusion that the \$5  
2 million amount in controversy is satisfied here. Attorneys’ fees sought under fee-shifting statutes  
3 are included in the amount in controversy. *Fritsch v. Swift Transp. Co. of Arizona, LLC*, 899 F.3d  
4 785, 793 (9th Cir. 2018). Here, Plaintiff’s claim under the CLRA authorizes an award for attorneys’  
5 fees. Cal. Civ. Code § 1750(e) (“The court shall award court costs and attorney’s fees to a prevailing  
6 plaintiff in litigation filed pursuant to this section.”). “When reviewing attorneys’ fees in the class  
7 action context, the Ninth Circuit has held that the ‘benchmark’ for a reasonable fee is 25% of the  
8 class award’s common fund.” *Bayol v. Zipcar, Inc.*, No. 14–cv–02483–THE, 2015 WL 4931756,  
9 at \*9 (N.D. Cal. Aug. 18, 2015) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.  
10 1998)), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). Thus,  
11 in addition to the damages and restitution Plaintiff seeks—which already push this case past the \$5  
12 million threshold—this Court must also account for a potential attorneys’ fees award of at least  
13 25%, further bolstering the conclusion that the amount in controversy exceeds \$5 million.

14 16. Accordingly, the amount in controversy exceeds \$5 million. *See Dart Cherokee*  
15 *Basin Operating Co. v. Owens*, 571 U.S. 81, 89 (2014) (“[A] defendant’s notice of removal need  
16 include only a plausible allegation that the amount in controversy exceeds the jurisdictional  
17 threshold.”).

18 **NOTICE TO ADVERSE PARTIES AND STATE COURT**

19 17. In accordance with 28 U.S.C. § 1446(d), Suddenlink will promptly file in the  
20 Superior Court of the State of California, County of Nevada, and serve Plaintiff with a copy of a  
21 Notice to the Superior Court and to Plaintiff of Filing of Notice of Removal of Action Pursuant to  
22 28 U.S.C. §§ 1332, 1441, 1446, and 1453 in the form of **Exhibit 3**, which is incorporated by  
23 reference.

24 **CONCLUSION**

25 18. Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, Suddenlink hereby removes  
26 this action from the Superior Court of the State of California, County of Nevada, to the United  
27 States District Court for the Eastern District of California, Sacramento Division.

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Dated: November 9, 2020

Respectfully submitted,

/s/ Archis A. Parasharami  
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*ATTORNEY FOR DEFENDANT  
CEQUEL COMMUNICATIONS, LLC, d/b/a  
SUDDENLINK COMMUNICATIONS*

# **EXHIBIT 1**



SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF NEVADA  
  
SEP 28 2020  
  
JASON B. GALKIN  
EXECUTIVE OFFICER & CLERK  
By: K. HORTON, Deputy Clerk

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

CEQUEL COMMUNICATIONS, LLC, dba SUDDENLINK COMMUNICATIONS; and DOES 1-25, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JAMIE LOPEZ, individually and on behalf of all others similarly situated

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**(AVISO) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Nevada County Superior Court  
Truckee Branch Courthouse  
10075 Levon Avenue, Truckee, CA 96161

CASE NUMBER (Número del Caso):  
**TCU20-7694**

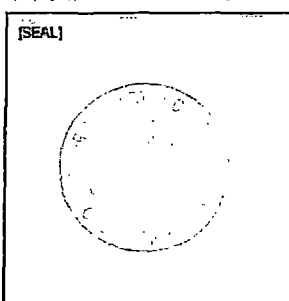
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Timothy G. Blood, Blood Hurst & O'Reardon, LLP, 501 West Broadway, Suite 1490, San Diego, CA 92101, Tel: 619/338-1100

DATE: SEP 28 2020  
(Fecha)

Clerk, by K. HORTON, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): Cequel Communications, LLC, dba Suddenlink Communications  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date)

SEP 28 2020

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Timothy G. Blood (149343) [SEE ATTACHMENT A] BLOOD HURST & O'REARDON, LLP 501 West Broadway, Suite 1490, San Diego, CA 92101  TELEPHONE NO.: 619/338-1100 FAX NO. (Optional): 619/338-1101 ATTORNEY FOR (Name): Plaintiff Jamie Lopez	FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF NEVADA  <b>SEP 28 2020</b>  JASON B. GALKIN EXECUTIVE OFFICER & CLERK By: K. HORTON, Deputy Clerk						
SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA STREET ADDRESS: 10075 Levon Avenue MAILING ADDRESS: CITY AND ZIP CODE: Truckee 96161 BRANCH NAME: Truckee Branch Courthouse							
CASE NAME: JAMIE LOPEZ v. CEQUEL COMMUNICATIONS dba SUDDENLINK COMMUNICATIONS							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; text-align: center;"><b>CIVIL CASE COVER SHEET</b></td> <td style="width:33%; text-align: center;"><b>Complex Case Designation</b></td> <td style="width:34%; text-align: center;">CASE NUMBER: <b>TCU20-7694</b></td> </tr> <tr> <td> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)                             <input type="checkbox"/> Limited (Amount demanded is \$25,000)                         </td> <td> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder                              Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)                         </td> <td>JUDGE: DEPT.:</td> </tr> </table>	<b>CIVIL CASE COVER SHEET</b>	<b>Complex Case Designation</b>	CASE NUMBER: <b>TCU20-7694</b>	<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT.:	
<b>CIVIL CASE COVER SHEET</b>	<b>Complex Case Designation</b>	CASE NUMBER: <b>TCU20-7694</b>					
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT.:					

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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input 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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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BY FAX

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 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): THREE: Civ. Code §17500; B&P §17200; and breach of contract

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: September 28, 2020  
 Timothy G. Blood \_\_\_\_\_  
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<b>NOTICE</b>
<ul style="list-style-type: none"> <li>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.</li> <li>File this cover sheet in addition to any cover sheet required by local court rule.</li> <li>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.</li> <li>Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.</li> </ul>
Page 1 of 2

*Jamie Lopez v. Cequel Communications, LLC dba Suddenlink Communications*  
Nevada County Superior Court

**ATTACHMENT A TO CIVIL CASE COVER SHEET [CM 010]**

*Attorneys for Plaintiff Jamie Lopez*

BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
THOMAS J. O'REARDON II (247952)  
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**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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11 Attorneys for Plaintiff

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 IN AND FOR THE COUNTY OF NEVADA

14 JAMIE LOPEZ, individually and on behalf of  
15 all others similarly situated,

16 Plaintiff,

17 v.

18 CEQUEL COMMUNICATIONS, LLC, dba  
19 SUDDENLINK COMMUNICATIONS; and  
20 DOES 1-25, inclusive,

21 Defendants.

Case No. **TCU20-7694**

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR:**

1. **VIOLATION OF CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE §§ 1750, *et seq.*;**
2. **VIOLATION OF THE UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE §§ 17200, *et seq.*; and**
3. **BREACH OF CONTRACT**

(UNLIMITED MATTER  
Amount demanded exceeds \$25,000)

**DEMAND FOR JURY TRIAL**

**BY FAX**

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1 Plaintiff Jaime Lopez (“Plaintiff”) brings this action on behalf of himself and all others  
2 similarly situated against Defendant Cequel Communications, LLC, dba Suddenlink  
3 Communications (“Defendant” or “Suddenlink”). Plaintiff alleges upon personal knowledge as to  
4 his acts and experiences, and, as to all other matters, upon information and belief, including  
5 investigation conducted by his attorneys.

6 **NATURE OF THE ACTION**

7 1. This action is brought on behalf of California purchasers of Suddenlink’s broadband  
8 internet services for use in Placer, El Dorado and Nevada Counties of California (the “Service  
9 Area”).

10 2. Suddenlink contracts directly with customers in the Service Area. Although  
11 Suddenlink promises reliable broadband internet services with download speeds up to 100 to 940  
12 megabits per second (“Mbps”), customers experience frequent and prolonged internet service  
13 outages and near constant sluggish internet speeds. The service outages and slow speeds prevent  
14 customers from using the internet. Outages can last over a month at a time. The sluggish internet  
15 speeds inhibit or prevent customers from using their internet or using it effectively. However,  
16 Suddenlink continues to charge customers regardless of whether there are prolonged unreasonably  
17 slow download speeds and outages.

18 3. Plaintiff brings this action on behalf of himself and all other similarly situated  
19 Suddenlink broadband internet customers that pay for these services in the Service Area. Based on  
20 violations of the Unfair Competition Law, the Consumers Legal Remedies Act, and breach of  
21 contract, Plaintiff seeks damages, including punitive damages, restitution, and injunctive relief for  
22 himself and the other members of the Class.

23 **JURISDICTION AND VENUE**

24 4. The Court has jurisdiction over this action pursuant to Article VI, Section 10 of the  
25 California Constitution, because this case is not a cause given by statute to other trial courts. The  
26 injuries resulting from the conduct of Defendant occurred in California.

27 5. This Court has personal jurisdiction over Defendant because Defendant is authorized  
28 to and does conduct business in the State of California. During the relevant time period, Defendant

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1 did sufficient business in, had sufficient contacts with, and intentionally availed itself of the laws  
2 and markets of California through the marketing, promotion, and sale of its products and services,  
3 as to render exercise of jurisdiction by California courts permissible.

4 6. Venue is proper in this Court because plaintiff Lopez resides in the County of  
5 Nevada, California and purchased the subject broadband internet services here, Suddenlink  
6 maintains offices and staffing here, and is currently doing, and during the relevant time period, has  
7 done significant amounts of business here. In addition, the acts and practices giving rise to the  
8 claims alleged occurred in the County of Nevada, California.

9 **PARTIES**

10 7. Plaintiff Jaime Lopez is a citizen of the State of California. At all times relevant to  
11 this action, he resided in the County of Nevada, California. Plaintiff Lopez has been a customer of  
12 Suddenlink's internet services since at least 2015. In reliance on Defendant's representations,  
13 Plaintiff Lopez purchased Defendant's broadband internet services, and as a result of Defendant's  
14 breach of contract, unfair competition and deceptive practices, Plaintiff suffered injury in fact and  
15 lost money, including payments Plaintiff made when Defendant failed to provide the promised  
16 broadband internet services.

17 8. Throughout the duration of his time as a Suddenlink customer, Mr. Lopez has always  
18 paid for his service with a check via U.S. mail or credit card. Mr. Lopez has never created an online  
19 account with Suddenlink to pay for his service.

20 9. Defendant Cequel Communication, LLC, dba Suddenlink Communications is a  
21 Delaware Corporation that does business, operates, and maintains offices in California, including in  
22 Truckee, California. Suddenlink advertises and sells broadband internet services to consumers and  
23 businesses in California. Defendant is a subsidiary of Altice, USA, Inc., and it was acquired by  
24 Altice on or about December 21, 2015.

25 10. The true names and capacities of the defendants named herein under California Code  
26 of Civil Procedure §474 as Does 1 through 50 are presently unknown to Plaintiff, who therefore  
27 sues them by such fictitious names. Plaintiff will amend this Complaint to allege the true names and  
28 capacities of these defendants when they have been determined. Each of the fictitiously named



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1 defendants is responsible in some manner for the wrongful conduct alleged herein. The Doe  
2 defendants are private individuals, associations, partnerships, private and public corporations or  
3 institutions who participated in the wrongful conduct alleged herein in ways which are unknown to  
4 Plaintiff at this time.

5 11. At all times mentioned in the causes of action alleged herein, each and every  
6 defendant was an alter ego, agent and/or employee of each and every other defendant. In doing  
7 the things alleged in the causes of action stated herein, each and every defendant was acting  
8 within the course and scope of this agency or employment, and was acting with the consent,  
9 permission and authorization of each of the remaining defendants. All actions of each defendant,  
10 as alleged in the causes of action stated herein, were ratified and approved by every other defendant  
11 or its officers or managing agents.

12 **FACTUAL ALLEGATIONS**

13 12. Since at least 2010, Suddenlink has held a monopoly in the Service Area by acquiring  
14 agreements with homeowners' associations and townships. For most residents of the Service Area,  
15 Suddenlink is the only available broadband internet service provider.

16 13. Suddenlink operates under a standardized adhesionary service contract. Plaintiff and  
17 other Class Members pay approximately \$35-100 per month for Suddenlink's internet broadband  
18 service. Suddenlink's service contract promises broadband internet services with download speeds  
19 up to 100, 200, 400, 600, 800 or 940 Mbps, depending on the package purchased:

- 20 Suddenlink 100 Internet has speeds up to 100 Mbps downstream/10 Mbps upstream.  
21 Suddenlink 200 Internet has speeds up to 200 Mbps downstream/20 Mbps upstream.  
22 Suddenlink 400 Internet has speeds up to 400 Mbps downstream/40 Mbps upstream.  
23 Suddenlink 600 Internet has speeds up to 600 Mbps downstream/60 Mbps upstream.  
24 Suddenlink 800 Internet has speeds up to 800 Mbps downstream/80 Mbps upstream.  
25 Suddenlink 1 Gig Internet has speeds up to 940 Mbps downstream/50 Mbps  
26 upstream.

27 14. Throughout its marketing and advertising, Suddenlink promotes and promises "the  
28 speed you need," "Fast & reliable Internet," "award-winning Internet delivers a blazing-fast and  
reliable experience," and a "next-generation network," implying that the network is very good and  
highly reliable. However, the representations are not true. Further, Suddenlink fails to disclose in its

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1 advertising and in its standardized contracts that service is frequently very slow to the point of  
2 useless and outages occur frequently and for long periods of time, yet it will not rebate or refund  
3 monies paid when its internet services are not available for use. Its contract provides: “[m]any  
4 factors affect speed. Actual speeds may vary and are not guaranteed. Wireless speed, performance  
5 and availability subject to factors beyond Suddenlink’s control.” However, the near-constant  
6 problems with Suddenlink’s internet in the Service Area go well beyond that which can be  
7 disclaimed because the performance is well-below that which is represented in its advertising and  
8 would make the contract illusory.

9 15. Despite being advertised as fast and reliable, Suddenlink’s broadband internet  
10 service in the Service Area experience frequent and prolonged outages as well as extremely slow  
11 download speeds. During outages, no broadband internet services are provided to the affected  
12 Service Area. During periods of unreasonably slow download speeds, Defendant’s internet service  
13 is likewise useless. Plaintiff and other Class members are directly affected by these consistent and  
14 repeated outages as well as extremely slow download speeds. During service outages and extremely  
15 slow internet speeds, customers are unable to access the internet and use the Suddenlink services  
16 for the intended purposes of the contract, and Suddenlink is in breach of contracts with Plaintiff and  
17 other Class members. As a result, Defendant does not meet its contractual obligations and  
18 misleadingly advertises its internet services.

19 16. Suddenlink continues to charge Plaintiff and Class members for its services when it  
20 is in breach of contract. Suddenlink charges Plaintiff and Class members for their broadband internet  
21 services regardless of whether subpar service or any service is provided. For example, Suddenlink  
22 has always charged Plaintiff Lopez for broadband internet service during these periods of  
23 unreasonably slow download speeds and outages. Suddenlink has even charged Mr. Lopez for the  
24 entirety of his monthly bill when the service outage lasted for the entire monthly billing period.  
25 Suddenlink does not reimburse Class members or pro-rate their payments when it breaches the  
26 service contract during these service outages, nor does it provide any sort of refund during the  
27 frequent and excessive periods of extremely slow download speeds.

28

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1 17. Suddenlink also fails to adequately manage the various and frequently changing  
2 third-party contractors it uses to attempt to perform repairs and provide service to its customers'  
3 hardware, resulting in a mismanagement of customer service records. This causes long delays and  
4 unnecessary repeated service visits to customers' homes.

5 18. Further, although Suddenlink is supposed to monitor whether a service outage is  
6 about to occur or is occurring, it lacks sufficient ability to do so. Suddenlink employees admit to  
7 frustrated customers that Suddenlink lacks the ability to detect service outages and unreasonably  
8 slow download speeds in real time. On a phone call with a Suddenlink customer, one Customer  
9 Service Representative admits that the its service monitoring is wholly ineffective, describing its  
10 monitoring capabilities as a "shitshow."

11 19. Suddenlink advertises that it has "world-class" customer support, but the customer  
12 service representatives are directed to use a script to assist customers who call Suddenlink regarding  
13 their internet service. This script makes it more difficult for customers to inquire about service  
14 outages or excessively slow download speeds because it does not cover service outage or subpar  
15 speed topics, and customer service representatives are unable to perform any tasks to troubleshoot  
16 the problem or even know when the problem may possibly be rectified.

17 20. Because Suddenlink is primary provider of internet services in the Service Area,  
18 Plaintiff and other Class Members have no other option for broadband internet services. If Plaintiff  
19 could choose a different broadband internet service, he would do so.

20 21. There are widespread complaints about outages and severely slow download speeds  
21 with Suddenlink's internet service. For example:

- 22
- 23 • "With the countless hassles and never ending annoyance you'd be better off starting  
24 your own cable / internet company than dealing with this one. Suddenlink has the  
25 worst customer service of any business I've ever worked with. The website does not  
26 have accurate updated information regarding outages in your area nor do they have  
27 accurate info about the equipment you're using. In addition, they'll make changes to  
28 their systems without updating you and forget to email you your new bill that's due  
on a totally different date than your previous billing cycle thereby interrupting your  
service for "nonpayment"! Really?? They don't have enough money to hire people to  
handle this? If you ever try to call them you're on hold for at least an hour and they  
never call you back!!! Again, they don't have enough money to hire more customer

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service agents??????? REALLY? I can't wait until a better option comes along for the rural areas. I hope they lose ALL their business and close. I hate them!"<sup>1</sup>

- "I've heard everyone (Tahoe/Truckee locals & 2nd homeowners) constantly complain about SUDDENLINK and now I know why, Suddenlink SUCKS. They randomly started to charge me an extra \$1.00 even though I am on "PAPERLESS" billing. I waited over an hour to get no where with customer service. The (877) doesn't even attempt to pickup. Robo guy say's they're "too busy". What happened to customer service for the people that PAY you, Suddenlink ? And, BTW, the cable service sucks too, can't get most channels. Suddenlink deserves no stars."<sup>2</sup>
- "Horrible across the board on every aspect from customer service to the service technicians. You'd get faster results if you sent an arthritic mule across country to with a letter in his saddlebag than you would trying to contact Suddenlink--and the mule would be more apt to solve your issue then they would. It's criminal that they are virtually the only choice we have for internet. The quintessential example of a company that doesn't give a shit."<sup>3</sup>
- "Suddenlink out of Truckee is the worst for customer service, actually they have no customer service at all. If there was another provider for cable tv and internet at Lake Tahoe I would switch immediately. They have never shown up on the day of service appointments (6 different times). Always an excuse of one thing or another. Today was just another one of their failings. Scheduled appointment 3 weeks ago for this morning for AM appointment and I confirmed it thru their automated call center. Guess what, they never showed up! I called back and the call tree had a new appointment for 5 days later due to lack of manpower. Suddenlink really sucks!"<sup>4</sup>
- "Ok so how do I even begin. Monopoly on the area? Poor to nonexistent customer service? No show techs? Poor signal? An office that can't do ANYTHING? No credit for loss of connection for days? Hours on hold? Yea, I think that about covers it. The ONLY reason they get 2 stars is because when our tech came out, he ran the line for free instead of charging. That was super awesome of him and I wish I remembered his name."<sup>5</sup> "Impossible to connect with an actual human. Over priced. Their

<sup>1</sup> [https://www.yelp.com/biz/suddenlink-communications-grass-valley?hrid=PXnQcKcJD2GX9jSqOKL72Q&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\)](https://www.yelp.com/biz/suddenlink-communications-grass-valley?hrid=PXnQcKcJD2GX9jSqOKL72Q&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct)) (last visited August 7, 2020).

<sup>2</sup> [https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=sTuHq6Zk0NkbXN\\_CZg9AbA&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\)](https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=sTuHq6Zk0NkbXN_CZg9AbA&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct)) (last visited August 7, 2020).

<sup>3</sup> [https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=VqyEt9zY5ifskNEP05ZqCg&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\)](https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=VqyEt9zY5ifskNEP05ZqCg&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct)) (last visited August 7, 2020).

<sup>4</sup> [https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=1-JRMYPk38Tg2jDTWQpExQ&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\)](https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=1-JRMYPk38Tg2jDTWQpExQ&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct)) (last visited August 7, 2020).

<sup>5</sup> [https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=SiaDOvv3wKenk5qS431EEw&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\)](https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=SiaDOvv3wKenk5qS431EEw&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct)) (last visited August 7, 2020).

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MONOPOLY on the area should be illegal, and they're clearly taking advantage of their customers.”<sup>6</sup>

- “Truckee, CA SuddenLink Internet Service has been down several times over the last several days. @suddenlink customer service hangs you up when you call. @suddenlink has a monopoly over Truckee, CA. Not Good!”<sup>7</sup>
- “Made an appt. for internet installation two weeks in advance for a vacation home in Lake Tahoe, CA. Suddenlink texted me the day before to confirm my appt. & said that an installer would arrive between 11-2pm. I drove up from the Bay Area specifically to be there to meet the installer. Well, the installer never showed up during the 3 hour window. I called Suddenlink twice that day to inquire where the installer was & that he hadn't shown up. They told me over the phone they hire independent contractors as installers so they had no idea where the installer was or why the installer hadn't shown up. They stated they weren't able to track him down because they're not given names or numbers of their independent contractors. So, I continued to wait & wait & wait thinking he'd still show up. Clearly at 6pm it became obvious it wasn't going to happen. I've received no follow-up call from Suddenlink about the appt. that never happened. I'm completely just left in limbo. I'm also at their mercy because Suddenlink is the only communications company that provides service to my residential area in Lake Tahoe, CA. My experience has been awful & Suddenlink clearly doesn't value customer relationships or their customer's time. They honestly just don't care.”<sup>8</sup>
- “Does anyone else feel emotionally abused by Suddenlink here in Truckee?! We have been having internet connection issues with them for two months. I have had 3 technicians over at my house and they get the internet working for about a day and then it goes south again. They are taking \$100 a month from us and in turn giving us shoddy internet and BS customer service. I can't talk to anyone over the phone without waiting 30+ minutes. I can't get a technician at my house without having to wait a week an a half. This morning I went to the local office and the individuals that work at the front counter literally are worthless. What's the point of them being there if they can't help with billing, or trying to triage a technician to a problem house that has multiple documented service calls that have no resolution?! All they do is take your money and give a blank stare and look at you like you're a crazy person. Seriously, just lock the door and install an envelop slot, that's basically the service they are providing. Truckee residents are STUCK with this company because there are no other internet service providers in the area. FYI: I just submitted a complaint to the BBB and the FCC.”<sup>9</sup>

<sup>6</sup> [https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=ep5k0tniBcsHf5PDai0t5w&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\) \(last visited August 7, 2020\).](https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=ep5k0tniBcsHf5PDai0t5w&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct) (last visited August 7, 2020).)

<sup>7</sup> <https://twitter.com/DonSung4/status/1263203159704350720>

<sup>8</sup> [https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=lrOY3PISgZPepVlwwOda7A&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\) \(last visited August 7, 2020\).](https://www.yelp.com/biz/suddenlink-communications-truckee-3?hrid=lrOY3PISgZPepVlwwOda7A&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct) (last visited August 7, 2020).)

<sup>9</sup> <https://www.yelp.com/biz/suddenlink-communications-truckee->

1 22. Plaintiff and the other Class members have been and will continue to be deceived by  
2 Defendant’s false and deceptive claims and contractual promises to provide certain download speeds  
3 and functioning internet. The only purpose for purchasing the broadband internet services is to  
4 obtain usable internet access.

5 **CLASS DEFINITION AND ALLEGATIONS**

6 23. Plaintiff seeks certification of a Class consisting of all persons in California who  
7 purchased Suddenlink’s broadband internet services in the Placer, El Dorado and Nevada Counties  
8 of California and were not reimbursed for payments made during service outages and periods of  
9 slow download speeds.

10 24. The Class excludes Defendant’s officers and directors, current or former employees,  
11 including their immediate family members, as well as any judge, justice or judicial officer presiding  
12 over this matter and members of their immediate families and judicial staff. Plaintiff reserves the  
13 right to amend the Class definition or include subclasses if discovery and further investigation reveal  
14 that the Class should be expanded or otherwise modified.

15 25. This action is properly brought as a class action for the following reasons:

16 (a) The Class is so numerous and geographically dispersed that joinder of all  
17 members of the Class is impracticable. While Plaintiff does not know the exact number and identity  
18 of all Class members, Plaintiff believes there are hundreds of Class members and that their identities  
19 can be ascertained from Suddenlink’s books and records. Attempting to join each Class member as  
20 co-plaintiffs is impracticable.

21 (b) There are questions of law and fact common to the Class which predominate  
22 over any questions affecting only individual Class members. These questions, which arise from  
23 Defendant’s common course of conduct, including the statements made in the applicable contracts  
24 and advertisements, predominate over any questions affecting only individual Class members.  
25 Among these common questions of law and fact are:

26  
27 \_\_\_\_\_  
28 [3?hrid=Hk9rpvU3iFnY0ucqQVPVDw&utm\\_campaign=www\\_review\\_share\\_popup&utm\\_medium=copy\\_link&utm\\_source=\(direct\)](https://www.review_share_popup.com/copy_link?hrid=Hk9rpvU3iFnY0ucqQVPVDw&utm_campaign=www_review_share_popup&utm_medium=copy_link&utm_source=(direct)) (last visited August 7, 2020).

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- 1 i) Whether the representations made by Defendant are true, or are
- 2 misleading, or are reasonably likely to deceive;
- 3 ii) Whether Defendant's alleged conduct violates public policy;
- 4 iii) Whether Defendant's alleged conduct constituted breach of contract;
- 5 iv) Whether the alleged conduct constitutes violations of the laws
- 6 asserted herein;
- 7 v) Whether Defendant engaged in false or misleading advertising;
- 8 vi) Whether Plaintiff and Class members are entitled to damages or
- 9 equitable relief, and the proper measure of those damages or equitable relief; and
- 10 vii) Whether Plaintiff and Class members are entitled to declaratory and
- 11 injunctive relief.

12 26. The claims asserted by Plaintiff are typical of the claims of Class members.

13 27. Plaintiff will fairly and adequately represent and protect the interests of the Class.

14 Plaintiff does not have any interests antagonistic to those of the Class. Furthermore, Plaintiff has

15 retained counsel competent and experienced in the prosecution of this type of litigation.

16 28. This class action is superior to other available methods for the fair and efficient

17 adjudication of this controversy. The expense and burden of individual litigation would make it

18 impracticable or impossible for Class members to prosecute their claims individually. Moreover,

19 the trial and the litigation of Plaintiff's claims are manageable.

20 29. Plaintiff seeks a constructive trust, and preliminary and permanent injunctive and

21 equitable relief on behalf of the entire Class, on grounds generally applicable to the entire Class, to

22 enjoin and prevent Defendant from engaging in the acts described, and requiring Defendant to

23 provide full restitution to Plaintiff and Class members.

24 30. Absent a class action, Defendant's violations of law will continue, and Defendant

25 will continue to reap and retain substantial proceeds as a result of their improper conduct.

26 31. Defendant has acted and refused to act on grounds generally applicable to the Class,

27 making appropriate final injunctive relief with respect to the Class as a whole.

28

**FIRST CAUSE OF ACTION**

**Violations of California Unfair Competition Law (“UCL”)**

**(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

32. Plaintiff realleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

33. Plaintiff brings this cause of action on behalf of himself and the Class.

34. The UCL prohibits any “unlawful . . . business act or practice.” Defendant has violated the UCL’s prohibition against engaging in unlawful acts and practices by, inter alia, making the representations and omissions of material facts, as set forth more fully herein, violating the Consumers Legal Remedies Act, Civ. Code §§ 1770(a)(5), (7), (9), (14), (16) and (19) and breaching the standardized contract, as alleged. Defendant’s above-described wrongful acts and practices constitute actual and constructive fraud within the meaning of Civil Code §§ 1572 and 1573, as well as deceit, which is prohibited under Civil Code §§ 1709 and 1711.

35. Plaintiff and the Class reserve the right to allege other violations of law which constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

36. The UCL also prohibits any “unfair . . . business act or practice.”

37. Defendant’s acts, omissions, misrepresentations, practices, and non-disclosures as alleged herein also constitute “unfair” business acts and practices within the meaning of California Business and Professions Code §§ 17200, *et seq.* in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

38. As stated in this Complaint, Plaintiff alleges false and deceptive advertising, unfair conduct and breaches of contract resulting in harm to consumers. Plaintiff asserts violation of the public policy against engaging in false and misleading advertising, unfair competition and deceptive conduct towards consumers. Defendant’s contracts are also unconscionable because the contracts contain an overbroad disclaimer and other provisions that are unreasonably favorable to Defendant, the more powerful party. This conduct constitutes violations of the UCL’s unfair prong.



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1 39. There were reasonably available alternatives to further Defendant's legitimate  
2 business interests, other than the conduct described herein.

3 40. The UCL also prohibits any "fraudulent business act or practice."

4 41. Defendant's claims, affirmative representations and misleading statements relating  
5 to the internet services, as more fully set forth above, were false, misleading and/or likely to deceive  
6 the consuming public within the meaning of California Business and Professions Code § 17200.

7 42. Defendant's conduct also constitutes "unfair, deceptive, untrue [and] misleading  
8 advertising" within the meaning of California Business and Professions Code § 17200.

9 43. Defendant's conduct caused and continues to cause substantial injury to Plaintiff and  
10 the other Class members. Plaintiff and Class members have suffered injury in fact and have lost  
11 money as a result of Defendant's unfair conduct.

12 44. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts and  
13 practices and false advertising, entitling Plaintiff to judgment and equitable relief against Defendant,  
14 as set forth in the Prayer for Relief.

15 **SECOND CAUSE OF ACTION**

16 **Violations of the Consumers Legal Remedies Act ("CLRA")**

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

18 45. Plaintiff realleges and incorporates by reference the allegations contained in the  
19 paragraphs above as if fully set forth herein.

20 46. Plaintiff brings this cause of action on behalf of himself and the Class.

21 47. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
22 California Civil Code §§ 1750, *et seq.* (the "Act"). Plaintiff is a "consumer" as defined by California  
23 Civil Code § 1761(d). Defendant's internet services are "goods" or "services" within the meaning  
24 of the Act. Defendant's sale and advertisement of its broadband internet services constitutes  
25 "transactions" within the meaning of the CLRA. Cal. Civ. Code § 1761(e).

26 48. Defendant violated and continues to violate the Act by engaging in the following  
27 practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class  
28 which were intended to result in, and did result in, the sale of internet services:

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(5) Representing that [internet services] have . . . approval, characteristics, . . . uses [and] benefits . . . which [they do] not have . . .

\* \* \*

(7) Representing that [the internet services] are of a particular standard, quality or grade . . . if [they are] of another.

\* \* \*

(9) Advertising goods or services . . . with intent not to sell them as advertised.

\* \* \*

(14) Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve . . .

\* \* \*

(16) Representing that [the internet services] has been supplied in accordance with a previous representation when [they have] not.

\* \* \*

(19) Inserting and unconscionable provision in the contract.

49. Defendant violated the Act by representing and failing to disclose material facts about the internet broadband services throughout its standardized contract, marketing and advertising, as described above, when it knew, or should have known, that the representations were false and misleading and that the omissions were of material facts it was obligated to disclose.

50. Defendant knew or should have known that its representations about its internet services were misleading, and that by omitting the prevalence of its service outages and unreasonably slow download speeds, it was omitting a material fact that would alter any consumer's decision to purchase its services.

51. Defendant's violations of the CLRA proximately caused injury in fact to Plaintiff and the Class.

52. Plaintiff and the Class Members purchased Suddenlink's broadband internet service on the belief that they would receive reasonable broadband internet coverage as advertised.

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1 53. Defendant's broadband internet service, however, is worthless during service  
2 outages and when experiencing unreasonably slow download speeds. No reasonable consumer  
3 would purchase such a service if they knew they would have to pay when the service was unavailable  
4 or unusable. Because the broadband internet service was worthless during service outages and  
5 periods of unreasonably slow download speed times, Plaintiff and each Class member were injured  
6 by the mere fact of the purchase.

7 54. Pursuant to § 1782(d) of the Act, Plaintiff and the Class seek a court order enjoining  
8 the above-described wrongful acts and practices of Defendant and for restitution and disgorgement.

9 55. Pursuant to § 1782 of the Act, Plaintiff notified Defendant in writing by certified  
10 mail of the particular violations of § 1770 of the Act and demanded that Defendant rectify the  
11 problems associated with the actions detailed above and give notice to all affected consumers of  
12 Defendant's intent to so act. A copy of the letter is attached hereto as Exhibit A.

13 56. If Defendant fails to rectify or agrees to rectify the problems associated with the  
14 actions detailed above and give notice to all affected consumers within 30 days of the date of written  
15 notice pursuant to § 1782 of the Act, Plaintiff will amend this Complaint to add claims for actual,  
16 punitive and statutory damages, as appropriate.

17 57. Defendant's conduct is fraudulent, wanton and malicious.

18 58. Pursuant to § 1780(d) of the Act, attached hereto as Exhibit B is the affidavit showing  
19 that this action has been commenced in the proper forum.

20 **THIRD CAUSE OF ACTION**

21 **Breach of Contract on Behalf of Plaintiff and the Class**

22 59. Plaintiff realleges and incorporates by reference the allegations contained in the  
23 paragraphs above as if fully set forth herein.

24 60. Plaintiff brings this cause of action on behalf of himself and the Class.

25 61. Plaintiff and each Class member formed a contract with Defendant. The terms of that  
26 contract included a provision that Suddenlink would provide broadband internet services in return  
27 for payment by Plaintiff and the Class Members.  
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pay them restitution and disgorgement of all monies acquired by Defendant by means of any act or practice declared by this Court to be wrongful;

- E. Imposing a constructive trust on Defendant on all monies wrongfully obtained by Defendant, and ordering the monies to be returned to Plaintiff and the Class;
- F. Awarding attorneys' fees and costs pursuant to applicable law and doctrines;
- G. Awarding pre-judgment and post-judgment interest; and
- H. Providing such further relief as may be just and proper.

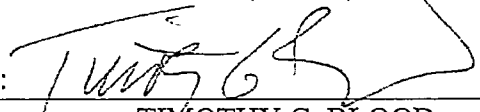
**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: September 28, 2020

BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
THOMAS J. O'REARDON II (247952)  
CRAIG W. STRAUB (249032)

By:   
TIMOTHY G. BLOOD

501 West Broadway, Suite 1490  
San Diego, CA 92101  
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619/338-1101 (fax)  
tblood@bholaw.com  
toreardon@bholaw.com  
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QUADE & ASSOCIATES, APLC  
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3377 Carmel Mountain Road, Suite 150  
San Diego, CA 92121  
Tel: 858/642-1700  
858/642-1778 (fax)  
mquade@quadelaw.com

*Attorneys for Plaintiff*

# **Exhibit A**

Timothy G. Blood  
tblood@bholaw.com

September 24, 2020

**VIA CERTIFIED MAIL (RETURN RECEIPT)**

Dexter Goei  
Suddenlink Communications  
One Court Square  
Long Island City, NY 11101

**RECEIPT NO. 7018 0040 0000 8022 5252**

Dexter Goei  
Suddenlink Communications  
520 Maryville Center Drive, Suite 300  
St. Louis, MO 63141

**RECEIPT NO. 7018 0040 0000 8022 5245**

Re: Suddenlink Internet Services in  
Placer, El Dorado, and Nevada Counties, California

Dear Mr. Goei:

We represent Jamie Lopez ("Plaintiff") and all other similarly situated California consumers in an action against Cequel Communications, LLC dba Suddenlink Communications ("Suddenlink" or "defendant"), arising out of, *inter alia*, misrepresentations by defendant to consumers because its Suddenlink internet services are not provided to consumers in Placer, El Dorado and Nevada Counties during frequent and prolonged service outages and near-constant unreasonably slow download speeds. Defendant does not refund customers for these outages or slowdowns.

Plaintiff and others similarly situated purchased the Suddenlink internet services unaware of the fact that defendant's representations were deceptive and not truthful, including because frequent and prolonged internet service outages and unreasonably slow download speeds would occur. Defendant has also breached its contractual obligations with Plaintiff and others similarly situated because the severity and frequency of the outages and slowdowns were not disclosed and because they are not refunded for their payments during these outages and slowdowns. The full claims, including the facts and circumstances surrounding these claims, are detailed in the Class Action Complaint, a copy of which is attached and incorporated by this reference.

The misrepresentations and omissions are false and misleading and constitute unfair methods of competition and unlawful, unfair, and fraudulent acts or practices, undertaken by defendant with the intent to result in the sale of the Suddenlink internet services.



Dexter Goei  
Suddenlink Communications  
September 24, 2020  
Page 2

Defendant's practices constitute violations of the Consumers Legal Remedies Act, California Civil Code §§ 1750, *et seq.* Specifically, defendant's practices violate California Civil Code § 1770(a) under, *inter alia*, the following subdivisions:

- (5) Representing that goods or services have . . .approval, characteristics, . . . uses [or] benefits . . . which they do not have . . . .

\* \* \*

- (7) Representing that goods or services are of a particular standard, quality or grade . . . if they are of another.

\* \* \*

- (9) Advertising goods or services with intent not to sell them as advertised.

\* \* \*

- (14) Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve . . .

\* \* \*

- (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

- (19) Inserting an unconscionable provision in the contract.

As detailed in the attached Complaint, defendant's practices also violate California Business and Professions Code §§ 17200, *et seq.*, and constitute a breach of contract.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code § 1782, we hereby demand on behalf of our client and all other similarly situated California consumers that defendant immediately correct and otherwise rectify the goods and services, cease dissemination of the false and misleading advertising described in the enclosed Complaint, and initiate a corrective advertising campaign to re-educate the relevant consumers regarding the truth of the internet services at issue. In addition, defendant must identify all consumers similarly situated or make a reasonable effort to identify other consumers and offer to refund the purchase price to all Suddenlink consumer purchasers of the internet services for all service outages and unreasonable slow download speeds in Placer, El Dorado and Nevada Counties, plus provide reimbursement for interest, costs, and fees.





Dexter Goei  
Suddenlink Communications  
September 24, 2020  
Page 3

In accordance with California Civil Code § 1782(d), if after 30 days from the date of this letter the requirements of Civil Code § 1782(c) have not been met, Plaintiff will amend the Complaint to seek damages, including punitive and statutory damages.

We await your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'T.G. Blood', with a large, sweeping flourish extending to the right.

TIMOTHY G. BLOOD

TGB:jk

Enclosure

# **Exhibit B**

BLOOD HURST & O' REARDON, LLP

1 BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
2 THOMAS J. O'REARDON II (247952)  
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3 501 West Broadway, Suite 1490  
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4 Tel: 619/338-1100  
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5 tblood@bholaw.com  
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6 cstraub@bholaw.com

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8 3377 Carmel Mountain Road, Suite 150  
San Diego, CA 92121  
9 Tel: 858/642-1700  
858/642-1778 (fax)  
10 mquade@quadelaw.com

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF NEVADA**

14 JAMIE LOPEZ, individually and on behalf of  
all others similarly situated,

15 Plaintiff,

16 v.

17 CEQUEL COMMUNICATIONS, LLC, dba  
18 SUDDENLINK COMMUNICATIONS; and  
DOES 1-25, inclusive,

19 Defendants.  
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Case No.

**CLASS ACTION**

**AFFIDAVIT OF TIMOTHY G. BLOOD  
PURSUANT TO CALIFORNIA CIVIL  
CODE § 1780(d)**

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I, TIMOTHY G. BLOOD, declare as follows:

1. I am an attorney duly licensed to practice before all of the courts of the State of California. I am the managing partner of the law firm of Blood Hurst & O’Reardon LLP, one of the counsel of record for plaintiff in the above-entitled action.

2. Defendant Cequel Communications, LLC, dba Suddenlink Communications (“Suddenlink”) is a Delaware corporation that has done, and is doing business in, operates, and maintains offices in California, including the City of Truckee, Nevada County, California. Such business includes the marketing, promotion, distribution, and sale of broadband internet services for use in Placer, El Dorado and Nevada Counties of California.

3. Plaintiff Jamie Lopez is a resident of Nevada County, California, and contracted with Suddenlink and paid for Suddenlink’s broadband internet services in Nevada County, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of September, 2020, at San Diego, California.

*s/ Timothy G. Blood*  
TIMOTHY G. BLOOD

BLOOD HURST & O’ REARDON, LLP

# **EXHIBIT 2**

ARCHIS A. PARASHARAMI (SBN 321661)  
aparasharami@mayerbrown.com  
MAYER BROWN LLP  
1999 K Street, N.W.  
Washington, D.C. 20006-1101  
Telephone: (202) 263-3000  
Facsimile: (202) 263-3300

Attorney for Defendants  
Cequel Communications, LLC, d/b/a  
Suddenlink Communications

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION**

JAMIE LOPEZ, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

CEQUEL COMMUNICATIONS, LLC,  
d/b/a SUDDENLINK  
COMMUNICATIONS; and DOES 1-25,  
inclusive,

Defendants.

Case No.

California Case No.:TCU20-7694

**DECLARATION OF KIMBERLY KOKE IN  
SUPPORT OF DEFENDANT'S NOTICE OF  
REMOVAL**

(DIVERSITY JURISDICTION – CLASS ACTION  
FAIRNESS ACT)

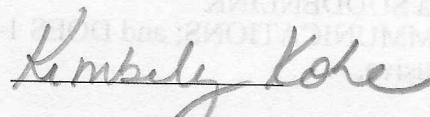
I, Kimberly Koke, hereby declare as follows:

1. I am employed by Altice USA, Inc.—the ultimate parent company of Cequel Communications, LLC, d/b/a Suddenlink—as Senior Director, Business Insights. In that role and as part of my regular job functions, I have worked with and am familiar with Suddenlink’s corporate records regarding billing for Suddenlink broadband internet services. The facts contained in this declaration are based on my review of Suddenlink corporate records, and I can testify competently to them if called to do so.

2. According to Suddenlink’s corporate records, from September of 2018 to September 2020, Suddenlink’s customers in the El Dorado, Placer, and Nevada counties of California were billed, and paid, more than \$5 million in the aggregate for Suddenlink broadband internet services. Further, Suddenlink provided services to more than 100 customers in the aforementioned counties during that time period.

I declare under penalty of perjury that the foregoing is true and correct.

November 9, 2020

  
Kimberly Koke

# **EXHIBIT 3**



1 ARCHIS A. PARASHARAMI (SBN 321661)  
2 aparasharami@mayerbrown.com  
3 MAYER BROWN LLP  
4 1999 K Street, N.W.  
5 Washington, D.C. 20006-1101  
6 Telephone: (202) 263-3000  
7 Facsimile: (202) 263-3300

8 *Attorney for Defendants*  
9 *Cequel Communications, LLC, d/b/a*  
10 *Suddenlink Communications*

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**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF NEVADA**

JAMIE LOPEZ, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

CEQUEL COMMUNICATIONS, LLC,  
d/b/a SUDDENLINK  
COMMUNICATIONS; and DOES 1-25,  
inclusive,

Defendants.

Case No.: TCU20-7694

**NOTICE OF FILING OF NOTICE OF  
REMOVAL TO FEDERAL COURT**

**Complaint Filed: September 28, 2020**

1 TO THE CLERK OF THE SUPERIOR COURT OF NEVADA COUNTY,  
2 CALIFORNIA, AND TO PLAINTIFF AND HIS COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE that on November 9, 2020, Defendant Cequel Communications,  
4 LLC, d/b/a Suddenlink Communications removed this case to the United States District Court for  
5 the Eastern District of California, Sacramento Division. A true and correct copy of the Notice of  
6 Removal is attached and includes all state court pleadings served upon Defendant.

7 PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1446, the filing of the  
8 Notice of Removal with the federal court constituted removal of this action and the Superior Court  
9 may proceed no further unless and until the case is remanded.

10  
11  
12 Dated: November 9, 2020

Respectfully submitted,

13  
14 /s/ Archis A. Parasharami

15 ARCHIS A. PARASHARAMI (SBN 321661)

16 aparasharami@mayerbrown.com

17 MAYER BROWN LLP

18 1999 K Street, N.W.

19 Washington, D.C. 20006-1101

20 Telephone: (202) 263-3000

21 Facsimile: (202) 263-3300

22  
23 Attorney for Defendant

24 Cequel Communications, LLC, d/b/a

25 Suddenlink Communications  
26  
27  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Suddenlink Owes Refunds for Frequent Outages, 'Sluggish' Internet Speeds](#)

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