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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **EUREKA DIVISION**

12 NICK VASQUEZ,
13 For Himself, As a Private Attorney
14 General, and/or On Behalf of All Others
15 Similarly Situated,

16 Plaintiff,

17 v.

18 CEBRIDGE TELECOM CA, LLC
19 (D/B/A SUDDENLINK
20 COMMUNICATIONS); ALTICE USA,
21 INC.; AND DOES 1 THROUGH 10,
22 INCLUSIVE,

23 Defendants.

Case No. 1:21-cv-06400

Humboldt County Superior Court Case No.
CV2100639

**NOTICE OF REMOVAL UNDER 28
U.S.C. §§ 1332, 1441, 1446 AND 1453
BY DEFENDANTS CEBRIDGE
TELECOM CA, LLC; ALTICE USA,
INC.**

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

1 TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
2 CALIFORNIA, EUREKA DIVISION, AND TO PLAINTIFF AND THEIR COUNSEL OF
3 RECORD:

4 PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453
5 Defendants Cebridge Telecom CA, LLC, and Altice USA, Inc. (hereinafter, collectively,
6 “Suddenlink” or “Defendants”), hereby remove 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 May 3, 2021, Plaintiff Nick Vasquez (“Plaintiff”) filed a putative class action
13 against Defendants in the Superior Court of the State of California, County of Humboldt, under
14 Case Number CV2100639.

15 2. On July 20, 2021, Cebridge Telecom CA, LLC was served with the Summons and
16 Complaint. On July 21, 2021, Altice USA, Inc. was served with the Summons and Complaint.
17 Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings, and orders served
18 upon Defendants are attached to this Notice of Removal as **Exhibit 1**.

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

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

23 5. Plaintiff alleges that Suddenlink “charg[es] [the class members] higher monthly
24 rates by imposing a fictitious ‘Network Enhancement Fee’ (currently \$3.50) on top of the advertised
25 price.” Compl. ¶ 2. Plaintiff brings three causes of action: (1) violations of the Consumers Legal
26 Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; (2) violations of the False Advertising
27 Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; and (3) violations of California Unfair
28 Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.* Among other remedies,

1 Plaintiff seeks “disgorgement or restitution, including, without limitation, disgorgement of all
2 revenues, profits, and/or unjust enrichment that Suddenlink obtained, directly or indirectly, from
3 Plaintiff and the members of the Class or otherwise as a result of the unlawful conduct alleged [in
4 the Complaint],” along with injunctive relief requiring Suddenlink “to discontinue the Network
5 Enhancement Fee to its customers in California.” Compl. “Prayer for Relief,” Section B ¶¶ 7, 4.

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

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

17 8. **Class Action Consisting of More than 100 Members.** Plaintiff seeks certification
18 of a statewide class of “[a]ll current and former Suddenlink customers who were charged a
19 ‘Network Enhancement Fee’ on their bill for Suddenlink internet services received in California
20 within the applicable statute of limitations.” Compl. ¶ 69. The complaint alleges that “there are
21 between 20,000 and 30,000 Class members.” *Id.* ¶71. And Suddenlink’s records reflect that there
22 are more than 100 members of the putative class. **Exhibit 2**, Declaration of Layth Taki (“Taki
23 Decl.”), ¶ 2. Accordingly, there are at least 100 persons in the putative class, as required by 28
24 U.S.C. § 1332(d)(5)(B).

25 9. **The Parties Are Minimally Diverse.** CAFA requires minimal diversity, that is, at
26 least one putative class member must be a citizen of a state different from any defendant. 28 U.S.C.
27 § 1332(d)(2)(A). Plaintiff is a citizen of the State of California. Compl. ¶ 10. Defendant Altice
28 USA, Inc., is a Delaware corporation with its principal place of business in New York, making it a

1 citizen of Delaware and New York. 28 U.S.C. § 1332(c)(1) (“[A] corporation shall be deemed to
2 be a citizen of every State and foreign state by which it has been incorporated and of the State or
3 foreign state where it has its principal place of business . . .”).

4 10. Additionally, Defendant Cebridge Telecom CA, LLC, is a citizen of Delaware and
5 New York. Under CAFA, “an unincorporated association” such as a limited liability company
6 “shall be deemed to be a citizen of the State where it has its principal place of business and the
7 State under whose laws it was organized.” 28 U.S.C. § 1332(d)(10); *see Abrego Abrego v. Dow*
8 *Chemical Co.*, 443 F.3d 676, 684 (9th Cir. 2006) (noting that Section 1332(d)(10) “departs from
9 the rule . . . that a limited partnership’s [or unincorporated association’s] citizenship for diversity
10 purposes can be determined only by reference to all of the entity’s members”) (quotation marks
11 omitted; brackets the Court’s); *Roling v. E*Trade Secs., LLC*, 756 F. Supp. 2d 1179, 1184-85 (N.D.
12 Cal. 2010). Cebridge Telecom CA, LLC is a Delaware corporation with its principal place of
13 business in New York, and it is therefore a citizen of Delaware and New York for CAFA purposes.

14 11. The result is also the same under the traditional test, outside of the CAFA context,
15 for assessing the diversity of an LLC’s citizenship based on the citizenship of its members.
16 *Johnson v. Columbia Prop. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (“We therefore join
17 our sister circuits and hold that, like a partnership, an LLC is a citizen of every state of which its
18 owners/members are citizens.”). Defendant Cebridge Telecom CA, LLC, is a limited liability
19 company whose sole member is Cebridge Telecom Limited, LLC. Cebridge Telecom Limited,
20 LLC, is a limited liability company whose sole member is Cequel Communications, LLC. Cequel
21 Communications, LLC, is a limited liability company whose sole member is CSC Holdings LLC.
22 CSC Holdings LLC is a limited liability company whose sole member is Cablevision Systems
23 Corp., which is a Delaware corporation with its principal place of business in New York. Thus,
24 Cebridge Telecom CA, LLC, is a citizen of Delaware and New York.

25 12. Further, the complaint seeks certification of a class of California domiciliaries.
26 Compl. ¶ 69. Therefore, the putative class members, including Plaintiff, are “citizen[s] of a State
27 different from” Suddenlink. 28 U.S.C. § 1332(d)(2)(A).

28 13. **The Amount in Controversy Exceeds \$5 Million.** Under CAFA, the claims of the

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

9 14. Plaintiff, on behalf of himself and the class, seeks, among other things,
10 disgorgement, restitution, and injunctive relief for the alleged CLRA, FAL, and UCL violations.
11 Compl. “Prayer for Relief,” Section B ¶¶ 7, 4. The class period alleged in Plaintiff’s Complaint is
12 limited by only the relevant statutes of limitations. Compl. ¶ 69. While Suddenlink reserves any
13 arguments available to potentially shorten the statute of limitations period, Plaintiff’s UCL appear
14 to be subject to four-year statutes of limitations. Cal. Bus. & Prof. Code § 17208. Thus, the class
15 period for this action could plausibly encompass the four-year period preceding Plaintiff’s filing of
16 his complaint.

17 15. Given the size of the putative class, (Compl. ¶ 71), Plaintiff’s requests for
18 disgorgement and restitution on behalf of himself and the proposed class for amounts paid to
19 Suddenlink under its Network Enhancement Fee easily satisfy the amount-in-controversy
20 requirement. Suddenlink again denies that Plaintiff’s claims have any merit and that he or any
21 putative class member is entitled to relief. *See Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400
22 (9th Cir. 2010) (“The amount in controversy is simply an estimate of the total amount in dispute,
23 not a prospective assessment of defendant’s liability.”). But the members of the putative class—
24 *i.e.*, Suddenlink’s internet customers in California—have been charged and paid, in the aggregate,
25 over \$5 million for Suddenlink’s Network Enhancement Fee since February 2019, well within the
26 statute of limitations period for Plaintiff’s claims. Taki Decl. ¶ 2. As the Ninth Circuit explained
27 in *Lewis*, when a plaintiff “is seeking recovery from a pot that Defendant has shown could exceed
28 \$5 million,” the amount in controversy is satisfied for purposes of CAFA jurisdiction. *Lewis*, 627

1 F.3d at 401.

2 16. Plaintiff's request for injunctive relief likewise provides a separate, independent
3 basis for CAFA jurisdiction. "In actions seeking declaratory or injunctive relief, it is well
4 established that the amount in controversy is measured by the value of the object of the litigation."
5 *Hunt v. Washington State Apple Advertising Comm'n*, 432 U.S. 333, 347 (1977). Thus, "[t]he
6 amount in controversy in class actions requesting an injunction may be determined by the cost of
7 compliance by Defendant." *Anderson v. Seaworld Parks & Entm't, Inc.*, 132 F. Supp. 3d 1156,
8 1162 (N.D. Cal. 2015). Moreover, where, as here, the plaintiff seeks injunctive relief that would
9 result in lost income to the defendant, "[s]uch lost income is properly included as the cost of
10 compliance." *Bayol v. Zipcar, Inc.*, No. 14-cv-02483-TEH, 2015 WL 4931756, at *1 (N.D. Cal.
11 Aug. 18, 2015). Suddenlink once more denies that Plaintiff's claims have any merit and that he or
12 any putative class member is entitled to relief. Nonetheless, Suddenlink generates on average over
13 \$2.5 million of revenue per year from the Network Enhancement Fee. Taki Decl. ¶ 2. As such, if
14 Plaintiff's request for a permanent injunction prohibiting the collection of this Fee is granted,
15 Suddenlink's lost income will exceed the \$5 million threshold in merely two years.

16 17. Plaintiff also seeks attorneys' fees, which further bolsters the conclusion that the \$5
17 million amount in controversy threshold is satisfied here. Attorneys' fees sought under fee-shifting
18 statutes are included in the amount in controversy. *Fritsch v. Swift Transp. Co. of Arizona, LLC*,
19 899 F.3d 785, 793 (9th Cir. 2018). Here, Plaintiff's claim under the CLRA authorizes an award for
20 attorneys' fees. Cal. Civ. Code § 1750(e) ("The court shall award court costs and attorney's fees
21 to a prevailing plaintiff in litigation filed pursuant to this section."). "When reviewing attorneys'
22 fees in the class action context, the Ninth Circuit has held that the 'benchmark' for a reasonable fee
23 is 25% of the class award's common fund." *Bayol* 2015 WL 4931756, at *9 (citing *Hanlon v.*
24 *Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998), *overruled on other grounds by Wal-Mart*
25 *Stores, Inc. v. Dukes*, 564 U.S. 338 (2011)). Thus, in addition to the disgorgement, restitution, and
26 injunctive relief Plaintiff seeks—which already push this case past the \$5 million threshold—this
27 Court must also account for a potential attorneys' fees award of at least 25%, further supporting the
28 conclusion that the amount in controversy exceeds \$5 million.

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

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

6 19. In accordance with 28 U.S.C. § 1446(d), Defendants will promptly file in the
7 Superior Court of the State of California, County of Humboldt, and serve Plaintiff with a copy of a
8 Notice to the Superior Court and to Plaintiff of Filing of Notice of Removal of Action Pursuant to
9 28 U.S.C. §§ 1332, 1441, 1446, and 1453 in the form of **Exhibit 3**, which is incorporated by
10 reference.

11 **CONCLUSION**

12 20. Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, Defendants hereby remove
13 this action from the Superior Court of the State of California, County of Humboldt, to the United
14 States District Court for the Northern District of California, Eureka Division.

15
16 Dated: August 18, 2021

Respectfully submitted,

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18
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27
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EXHIBIT 1

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FILED
MAY 03 2021

CIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

*Attorneys for Plaintiff Nick Vasquez
and the Proposed Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF HUMBOLDT
UNLIMITED CIVIL

NICK VASQUEZ,
For Himself,
As A Private Attorney General, and/or
On Behalf Of All Others Similarly Situated,

Plaintiff,

v.

CEBRIDGE TELECOM CA, LLC (D/B/A
SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; and
DOES 1 THROUGH 10, INCLUSIVE,

Defendants.

Case No. **CV 2100639**

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF CAL. CIVIL CODE § 1750;
- (2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500;
- (3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200

JURY TRIAL DEMANDED

Plaintiff NICK VASQUEZ, individually, as a private attorney general, and/or on behalf of all others similarly situated, allege as follows, on personal knowledge and investigation of his counsel, against Defendant Cebridge Telecom CA, LLC (d/b/a Suddenlink Communications), Defendant Altice USA, Inc., and Defendants Does 1 through 10, inclusive, (collectively, "Suddenlink"):

INTRODUCTION AND SUMMARY

1
2 1. This is a proposed class action, brought under California law, challenging a bait-
3 and-switch scheme perpetrated by Suddenlink against its California internet customers through
4 the use of deceptive and uniform policies, practices, and advertising.

5 2. Specifically, Suddenlink deceived Plaintiff Nick Vasquez and other California
6 Suddenlink internet customers by advertising and promising them a particular flat monthly rate
7 for its internet service, but then actually charging them higher monthly rates by imposing a
8 fictitious "Network Enhancement Fee" (currently \$3.50) on top of the advertised price.
9 Suddenlink has also used the Network Enhancement Fee as a way to covertly increase
10 customers' rates, including during their advertised and promised fixed-rate promotional period.

11 3. Suddenlink did not disclose the Network Enhancement Fee (the "Fee") to
12 Plaintiff and to other Suddenlink customers before or when they agreed to receive internet
13 services from Suddenlink.

14 4. The first time Suddenlink ever mentions the Fee is on customers' monthly
15 billing statements, which customers begin receiving only after they sign up for the service and
16 are committed to their purchase. Making matters worse, Suddenlink deliberately hides the Fee
17 in its billing statements. In Suddenlink's printed monthly billing statements, Suddenlink
18 intentionally buries the Network Enhancement Fee in a portion of the statement that: (a) makes
19 it likely customers will not notice it; and (b) misleadingly suggests that the Fee is a tax or
20 government pass-through fee over which Suddenlink has no control, when in fact it is simply a
21 way for Suddenlink to advertise and promise lower rates than it actually charges. Thus, by
22 Suddenlink's very design, the printed monthly statements serve to further Suddenlink's scheme
23 and keep customers from realizing they are being overcharged.

24 5. In the event that a customer happens to notice the Network Enhancement Fee
25 has been charged on their monthly statement and contacts Suddenlink to inquire about the Fee,
26 Suddenlink agents falsely tell the customer that the Fee is a tax or government fee or is
27 otherwise out of Suddenlink's control.

28 6. In actuality, the Network Enhancement Fee is not a tax or government mandated

1 fee. Rather, the so-called fee is a completely fabricated charge invented by Suddenlink as a way
2 to covertly charge more per month for its internet service without having to advertise higher
3 prices. The Fee is entirely within Suddenlink's control, and Suddenlink alone decides whether
4 to charge it and how much to charge.

5 7. Suddenlink charges every one of its internet service customers the Fee. When
6 Suddenlink began charging the Fee in or around February 2019, the Fee was \$2.50 per month.
7 Suddenlink has since increased the Fee. Today, the Fee is \$3.50 per month. Plaintiff estimates
8 that the Fee earns Suddenlink approximately \$800,000 per year from its approximately 19,000
9 California internet customers. Meanwhile, Defendants receive another \$200 million in Fee
10 payments per year from their 4.6 million other customers across the United States as a result of
11 this scheme.

12 8. Plaintiff brings this lawsuit on behalf of himself and/or as a private attorney
13 general seeking public injunctive relief to put an end to Suddenlink's unlawful scheme and to
14 prevent future injury to himself and to the general public.

15 9. Additionally, Plaintiff seeks injunctive, declaratory, and monetary relief for
16 himself and on behalf of a proposed class of California Suddenlink internet subscribers to
17 obtain redress and to end Suddenlink's policy of charging this deceptive additional Fee.

18 **THE PARTIES**

19 10. Plaintiff Nick Vasquez is a citizen and resident of Humboldt County, California.

20 11. Defendant Altice USA, Inc., is a corporation chartered under the laws of
21 Delaware, with its principal place of business in New York.

22 12. Defendant Cebridge Telecom CA, LLC is a limited liability company chartered
23 under the laws of Delaware, with its principal place of business in New York.

24 13. Without formal discovery, Plaintiff is unable to determine exactly which other
25 entities, if any, engaged in or assisted with the unlawful conduct pled herein or which
26 instructed, approved, consented, or participated in the unlawful conduct pled herein.

27 "Suddenlink Communications" is the business entity that is referenced in Plaintiff's Suddenlink
28 billing statements, in the Suddenlink Residential Service Agreement, and is listed as holding

1 the copyright on the Suddenlink website at www.suddenlink.com; however, “Suddenlink
2 Communications” does not appear to be an actual business entity. Based on counsel’s research,
3 Defendant Altice USA, Inc., is the parent and holding company that provides, through its
4 subsidiaries, broadband communications and video services under the brand Suddenlink.
5 Defendant Altice USA, Inc.’s most recent 10-K report lists several dozen subsidiaries—none of
6 which is named “Suddenlink Communications.” The relevant operating company in California
7 appears to be Defendant Cebridge Telecom CA, LLC, which is a subsidiary of Altice USA, Inc.

8 14. Defendants Does 1 through 10 are business entities of unknown form which
9 engaged in or assisted with the unlawful conduct pled herein or which instructed, approved,
10 consented, or participated in the unlawful conduct pled herein. Plaintiff is presently ignorant of
11 the names of these Doe Defendants. Plaintiff will amend this Complaint to allege the true
12 names and capacities of these defendants when they have been determined.

13 **JURISDICTION AND VENUE**

14 15. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
15 this civil action in that Plaintiff brings claims exclusively under California law, including the
16 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising
17 Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition
18 Law, California Business & Professions Code § 17200 *et seq.*

19 16. **Personal Jurisdiction.** This Court has personal jurisdiction over Suddenlink
20 pursuant to, among other bases, California Code of Civil Procedure Section 410.10 because:
21 (1) Suddenlink is authorized to do business and regularly conducts business in the State of
22 California; (2) the claims alleged herein took place in California; and/or (3) Suddenlink has
23 committed tortious acts within the State of California (as alleged, without limitation,
24 throughout this Complaint).

25 17. **Venue.** Venue is proper in Humboldt County because Plaintiff Nick Vasquez is
26 a California citizen who resides in Arcata, California, which is in Humboldt County, and the
27 services at issue were purchased for, and provided to, Plaintiff Nick Vasquez’s home in Arcata,
28 California.

1 **THE UNIFORM POLICIES WHICH GIVE RISE TO THE CLASS CLAIMS**

2 18. Defendants provide internet, television, and telephone services to 4.6 million
3 households nationwide, and to approximately 19,000 households under the “Suddenlink” brand
4 name in California. Virtually all of Suddenlink’s customers subscribe to internet; many also
5 subscribe to television and/or telephone services as part of a “bundled” service plan.

6 19. Suddenlink advertises all of its service plans at specific, flat monthly prices that
7 are locked in for a promotional period. Suddenlink typically promises its customers a one-year
8 fixed-price promotional period, but Suddenlink also regularly advertises a “Price for Life”
9 promotion where it offers and promises its customers a fixed price for services for life.

10 20. Beginning in February 2019, Suddenlink started falsely advertising and offering
11 its internet services at lower monthly rates than it actually charged customers by not disclosing
12 and not including in the advertised price a newly invented and so-called “Network
13 Enhancement Fee” (the “Fee”).

14 21. Suddenlink first snuck the Fee onto all of its customers’ bills in or around
15 February 2019 at a rate of \$2.50 per month. Suddenlink subsequently increased the Fee to
16 \$3.50 per month in or around February 2020. Suddenlink has used the Fee as a lever to
17 covertly, improperly, and unilaterally raise the monthly rates for its internet services, including
18 during supposedly fixed-rate promotional periods. Suddenlink has deliberately rolled out the
19 Fee and increased it in a manner that is designed by Suddenlink to further ensure that it goes
20 unnoticed by customers.

21 22. Suddenlink has effectively created a “bait-and-switch” scheme that has enabled
22 it to advertise and promise a lower monthly price for its internet services than it actually
23 charges, and to surreptitiously increase its monthly price for existing customers at its whim
24 regardless of whether it has (falsely) promised them a fixed-price promotional period.

25 23. Moreover, Suddenlink charged, and continues to charge, the Network
26 Enhancement Fee to its customers, including Plaintiff and the Class members, without ever
27 having adequately disclosed or explained the Fee. The first time Suddenlink ever discloses the
28 existence of the so-called Network Infrastructure Fee is on customers’ billing statements.

1 Making matters worse, Suddenlink deliberately hides the Fee on the billing statements and
2 misleadingly indicates that the Fee is a legitimate tax or government fee.

3 24. Based on Plaintiff's calculations, from February 2019 through the present,
4 Suddenlink has collected approximately \$1.6 million in unlawful Network Enhancement Fees
5 from its approximately 19,000 internet customers in California. And Suddenlink is continuing
6 to collect approximately \$67,000 every month in these bogus Fees from its California
7 customers.

8 **A. Suddenlink Did Not Disclose The Fee To Its Customers.**

9 25. Suddenlink has aggressively advertised its internet service plans (and plans that
10 "bundle" TV and/or phone services with internet) through pervasive marketing directed at the
11 consuming public in California. This marketing has included video advertisements via
12 YouTube, Facebook, and Twitter; television, radio, and internet advertisements; advertisements
13 on its website; and materials and advertising at its California retail stores including in the cities
14 of Eureka, Truckee and Bishop where customers can sign up for Suddenlink services.

15 26. Through all of these channels, Suddenlink prominently advertised particular, flat
16 monthly prices for its internet service plans that were locked in for a period of one year or
17 longer, without disclosing or including the Fee in the advertised price. Neither the existence nor
18 the amount of the Fee was disclosed or adequately disclosed to customers prior to or at the time
19 they signed up for the services, even though Suddenlink knew that it planned to charge the Fee
20 to its customers and knew with certainty the exact amount of the charge. Additionally,
21 Suddenlink did not disclose or adequately disclose the fact that it could and would increase the
22 monthly price during the customer's locked-in rate period by simply increasing the hidden Fee.

23 27. Likewise, Suddenlink's sales and customer service agents quote the same flat
24 monthly prices as in Suddenlink's public advertising, and as a matter of policy never disclose
25 the Network Enhancement Fee. If a potential customer calls Suddenlink's sales or customer
26 service agents or reaches out via web chat and asks what, if any, other amounts will be charged
27 for internet service, the agents as a matter of company policy falsely state that the only
28 additions to the advertised price (besides subscriptions to extra services or features) are taxes or

1 government-related fees passed on by Suddenlink to the customer and over which Suddenlink
2 has no control.

3 28. Additionally, Suddenlink's website has advertised its internet service plans and
4 bundles prominently featuring a supposed flat monthly price for the service, and has not
5 adequately disclosed the Fee.

6 29. For example, **Exhibits A-D** are screenshots taken on March 16, 2021, that show
7 Suddenlink's online order process for the Internet 100 Unlimited Data and Value TV bundle
8 available in California. As **Exhibits A-D** show, Suddenlink's online order process consists of
9 four webpages: (1) the "Choose Services" webpage; (2) the "Customize" service package
10 webpage; (3) the "Customer Info" webpage; and (4) the "Schedule Installation" and order
11 submittal webpage.

12 30. On the "Choose Services" webpage (**Exhibit A**), Suddenlink prominently
13 advertised the Internet 100 Unlimited Data and Value TV bundle at a flat \$70.00 a month for
14 one year. Below the \$70.00 price, was smaller text reading: "Plus taxes, fees and other
15 charges." There was no link or additional text anywhere specifying what fees and other charges
16 would apply. A reasonable consumer would assume that any additional taxes or fees would be
17 legitimate government charges outside of Suddenlink's control. Further, there was no
18 disclosure language indicating that Suddenlink could raise the price during the one-year fixed-
19 rate period by increasing the hidden Fee.

20 31. After selecting the \$70.00 plan, the consumer was then taken to the "Customize"
21 webpage (**Exhibit B**) where the consumer could customize the services and add-ons. In this
22 example, a high definition cable box was added for \$11.00. On the right side of the
23 "Customize" webpage, Suddenlink prominently stated "Monthly Total \$81.00" with no asterisk
24 or disclosure language indicating that the monthly cost for service would be higher than the
25 \$81.00 advertised price or that the price could be raised at any time during the purported fixed-
26 rate period. Below the "Monthly Total \$81.00" was "Monthly Charges," which listed the
27 bundle price of \$75.00, a \$5.00 Auto Pay and Paperless Billing Discount, and an \$11.00 High
28 Definition Cable Box charge. Below the list of charges, there was small print reading: "For

1 residential customers only. Additional taxes, fees, surcharges and restrictions apply.” Again,
2 there was no link or additional text explaining what additional taxes, fees, and surcharges
3 would apply.

4 32. Next, the customer was taken to the “Customer Info” webpage (**Exhibit C**).
5 Again, the right side of the webpage continued to state “Monthly Total \$81.00” with no asterisk
6 or disclosure language.

7 33. The final page in the online order process was the “Schedule Installation” and
8 order submission webpage (**Exhibit D**). On this webpage, which contained a “Place Order”
9 button, Suddenlink again prominently stated “Monthly Total \$81.00” with no asterisk and no
10 disclosure language.

11 34. On none of these order process webpages was there any mention of the
12 additional Network Enhancement Fee.

13 35. In fact, the advertised and promised “Monthly Total” of \$81.00 was false,
14 because it did not include the additional \$3.50 for the so-called Network Enhancement Fee,
15 which Suddenlink automatically charged to all internet customers.

16 36. The only way the existence of the Network Enhancement Fee could be found in
17 this purchase process as of at least March 16, 2021, was if the consumer scrolled to the bottom
18 of the initial “Choose Services” webpage and noticed and clicked on a tiny “Disclaimer”
19 hyperlink. (*See Exhibit A*, screenshot of “Choose Services” webpage). If the consumer clicked
20 this small “Disclaimer” hyperlink, a pop-up box would appear with pages of fine print for
21 various Suddenlink service plans. (*Exhibit E* is a screenshot of the pop-up box). Buried in deep
22 in this fine print was the sentence: “EQUIP, TAXES & FEES: Free standard installation with
23 online orders. visit suddenlink.com/installation for details. . . . A \$3.50 Network Enhancement
24 Fee applies. Surcharges, taxes, plus certain add’l charges and fees will be added to bill, and are
25 subject to change during and after promotion period.” Nowhere in this tiny print does
26 Suddenlink define or explain what the Network Enhancement Fee is.¹ Even if a consumer saw

27 _____
28 ¹ As of at least December 21, 2020, a definition of the Network Enhancement Fee could not be
found anywhere on the entire Suddenlink website. Even if a customer clicked on a tiny link in

1 this hidden disclaimer, the reasonable consumer would assume that the undefined “Network
 2 Enhancement Fee” listed under “TAXES & FEES” refers to a legitimate government fee
 3 outside of Suddenlink’s control. This is false. The Network Enhancement Fee is not a tax or
 4 government fee. In fact, the Fee is fabricated and made-up by Suddenlink as a way to
 5 deceptively charge more for Suddenlink’s internet service than advertised or promised and to
 6 enable Suddenlink to covertly raise the cost of internet service at any time, even during
 7 promised fixed-rate promotional periods.²

8 **B. Suddenlink Continues To Deceive Customers After They Sign Up.**

9 37. Suddenlink continues to deceive its customers about the Network Enhancement
 10 Fee and the true monthly price of its internet services even after they have signed up and are
 11 paying for the services.

12 38. Suddenlink first began sneaking the Fee onto all of its customers’ bills in
 13 February 2019, initially at a rate of \$2.50 per month. For customers who signed up prior to
 14 February 2019, the first time they could have possibly learned about the existence of the Fee
 15 was on their bill after the Fee was introduced. This could have been months or years after they
 16 signed up with Suddenlink, and it could have also been during a time where Suddenlink had
 17 promised the customer a fixed price for service.

18 39. For customers who signed up after Suddenlink began imposing the Fee—like
 19 Plaintiff Nick Vasquez—the billing statements were likewise the first possible chance they
 20 could have learned about the Fee, and by the time they received their first statement they were

21 _____
 22 the footer of the homepage for “Online help,” and then did a search for “Network Enhancement
 23 Fee” in the search bar, zero results were displayed. Likewise, on the sample bill (which billed
 for internet service) which was posted in the “Online help” section of the Suddenlink website
 as of December 21, 2020, the Network Enhancement Fee was listed nowhere.

24 ² Days before this Complaint was filed, it appears that Suddenlink slightly revised part of the
 25 online purchase process to now mention the existence and amount of the Fee. However, this
 26 additional disclosure does not bring Suddenlink’s current practices in compliance with
 27 California law, even with regard to the online purchase process. The online advertised package
 28 webpage still does not mention the Fee; nowhere in the online purchase process is the Fee
 explained or defined; and nowhere in the online purchase process is it disclosed that the Fee
 may be increased in the middle of the supposedly fixed-price promotional period. Meanwhile,
 all other deceptive practices, misrepresentations and omissions described in the Complaint
 remain unchanged.

1 already committed to their purchase.

2 40. Moreover, far from constituting even a belated disclosure, the monthly billing
3 statements serve to further Suddenlink's scheme and deception. Suddenlink's monthly
4 statements (which, again, customers only begin receiving after they have signed up and are
5 committed): (a) bury the Network Enhancement Fee and the increases thereto so that they will
6 continue to go unnoticed by customers; and (b) for those customers who do manage to spot the
7 Fee on their statements, the statements present the Fee in a location and manner that misleads
8 the customer regarding the nature of the Fee.

9 41. Suddenlink sneaks the Fee onto customer bills. Suddenlink does not list the Fee
10 in the "Current Monthly Charges" section, even though it is an ongoing monthly (invented)
11 charge for internet service. Instead, Suddenlink buries the Fee in the "Taxes, Fees & Other
12 Charges" section at the end of the bill, lumped together with purported taxes and government
13 charges. This misleadingly tells Suddenlink's customers that the Fee is a tax or other legitimate
14 government fee, when in fact it is a completely fabricated charge created by Suddenlink just to
15 pad its bottom line.

16 42. Suddenlink does not define or explain the Network Enhancement Fee anywhere
17 on its billing statements. Even worse, the only explanation about "fees" on the customer bill
18 that Suddenlink does provide indicates that all fees on the bill are government related. In the
19 fine print of the bill, under "Billing Information," Suddenlink states: "Your bill includes all
20 government fees." Moreover, for internet-only subscribers, such as Plaintiff Nick Vasquez, the
21 only "fee" that is typically on their bill is the Network Enhancement Fee.

22 43. Thus, even if a customer noticed the existence of the hidden Network
23 Enhancement Fee on the bill, a reasonable consumer would assume that the Fee was a
24 legitimate government tax or fee outside of Suddenlink's control.

25 44. However, the Network Enhancement Fee is not a tax or government fee. The
26 Fee is not even a third-party pass-through charge. Suddenlink invented the so-called Network
27 Enhancement Fee out of thin air, and the existence of the Fee and its amount are entirely within
28 Suddenlink's control. Suddenlink concocted the Fee as a way to deceptively charge more for its

1 internet service without advertising a higher rate and to covertly increase customers' rates,
2 including during their promised fixed-rate promotional period.

3 45. Many, if not most, customers will not read the printed monthly statements
4 described above at all because Suddenlink encourages its customers to sign up for electronic
5 billing in lieu of receiving paper statements.

6 46. If a customer happens to notice the Network Enhancement Fee has been charged
7 on the customer's monthly statement and contacts Suddenlink via phone or online to inquire
8 about the Fee, Suddenlink agents falsely tell the customer that the Fee is a tax or a pass-through
9 government charge over which Suddenlink has no control.

10 47. If customers realize that their actual total monthly bill is higher than promised
11 when they receive their monthly billing statements, they cannot simply back out of the deal
12 without penalty or cost, even if they notice the Fee and overcharge on their very first statement.

13 48. First, Suddenlink's 30-Day Money Back Guarantee *excludes* the Network
14 Enhancement Fee. According to Suddenlink's website: "30-day money back is only on the
15 monthly service fee," i.e., only on the base price of the service.³

16 49. Second, Suddenlink's Residential Services Agreement has an "Early
17 Termination Fees" provision, which states at section 5: "If you cancel, terminate or downgrade
18 the Service(s) before the completion of any required promotional term to which You agreed
19 ('Initial Term'), you agree to pay Suddenlink any applicable early cancellation fee plus all
20 outstanding charges for all Services used and Equipment purchased for which you have not
21 paid us prior to termination."⁴ This indicates to customers that if they terminate service prior to
22 end of their promotional fixed-price period, they may be subject to a "cancellation fee."

23 50. Third, most customers, including Plaintiff Vasquez, were required to pay a one-
24 time non-refundable "Standard Installation" charge on sign-up. When Mr. Vasquez signed up
25 for services in September 2020, he was billed and paid a \$59.00 "Standard Installation" charge.

26 51. Fourth, Suddenlink currently does not pro-rate cancellations, such that

27 ³ See <https://www.suddenlink.com/promotion-offer-disclaimers> (last accessed May 1, 2021).

28 ⁴ See <https://www.suddenlink.com/residential-services-agreement> (last accessed May 2, 2021).

1 customers are charged for the cost of the entire month even if they cancel sooner.

2 52. Fifth, customers may also rent or purchase equipment to use exclusively with
3 Suddenlink's services, such as internet and telephone modems and wireless routers, and digital
4 cable converter boxes.

5 53. The early termination fee, the installation fee, and the inability to receive a full
6 refund are designed by Suddenlink to penalize and deter customers from cancelling after
7 signing up. And Suddenlink's policies are deliberately and knowingly designed by Suddenlink
8 to lock customers in if and when they deduce that they are being charged more per month than
9 advertised for Suddenlink's services.

10 54. Because the initial amount of the Network Enhancement Fee (\$2.50 in February
11 2019) and the subsequent increase of \$1.00 approximately a year later were relatively small in
12 proportion to Suddenlink's total monthly charges, Suddenlink knew that its customers were
13 unlikely to notice the increased charge on the total price on their monthly bills. Given that
14 legitimate taxes and other government-related charges can already vary by amounts of a dollar
15 or so from month to month, Suddenlink knows that its customers reasonably expect small
16 changes in the total amount billed each month. Suddenlink knows that its customers would not
17 be readily able to tell that Suddenlink increased the service price via the Fee by merely
18 comparing the total amount billed in a particular month to the total amount billed in the prior
19 month or months. And even if customers did notice, they would think nothing of it because the
20 Fee is grouped under the taxes section of the bill and "fees" are only described as "government
21 fees" on the bill.

22 55. When Suddenlink increased the Network Enhancement Fee in 2020, Suddenlink
23 hid the increase by providing no disclosure or explanation whatsoever anywhere on the first
24 billing statement containing the increase, other than listing the increased Fee itself (buried in
25 the "Taxes, Fees & Other Charges" section). Even a customer who read the entire bill would
26 have zero notice that Suddenlink had increased the Fee, or whether or why the customer's new
27 monthly bill was higher than the prior month's total.

28

PLAINTIFF'S FACTUAL ALLEGATIONS

1
2 56. Plaintiff Nick Vasquez is, and at all relevant times has been, a citizen and
3 resident of Humboldt County, California.

4 57. On or around August 28, 2020, Mr. Vasquez went to the Suddenlink website to
5 learn about Suddenlink's internet service offerings for his residence in Arcata, California. After
6 browsing the website, he signed up for a 12-month, fixed-rate, internet service plan. Mr.
7 Vasquez's Suddenlink service was installed at his home on September 11, 2020.

8 58. When Mr. Vasquez purchased his service plan, Suddenlink prominently
9 advertised, to Mr. Vasquez and to the public, that the plan would cost a particular monthly
10 price for a 12-month promotional period. Suddenlink did not disclose to Mr. Vasquez, at any
11 time before or when he signed up, that Suddenlink would charge him a "Network Enhancement
12 Fee" on top of the advertised and promised monthly price.

13 59. Suddenlink further did not disclose to Mr. Vasquez that Suddenlink had the
14 ability to raise his monthly service price via the Fee at any time during the 12-month period—
15 an option that Suddenlink routinely exercises despite promising its customers fixed-rate
16 periods. (Exhibits A-D, as described above in paragraphs 29-34, are screenshots of materially
17 the same online order process that Mr. Vasquez saw when he signed up for Suddenlink internet
18 services online.)

19 60. Mr. Vasquez viewed and relied on these advertisements and misrepresentations.
20 Based on these misrepresentations and omissions, Mr. Vasquez purchased the internet service
21 plan from Suddenlink.

22 61. When Mr. Vasquez purchased his internet service plan, he also paid Suddenlink
23 a one-time installation fee of \$59.00.

24 62. Mr. Vasquez's first bill had the \$3.50 Network Enhancement Fee. Mr. Vasquez
25 did not receive full, accurate, or non-misleading notice from Suddenlink that the Fee would be
26 charged or regarding the nature or basis of the Fee. Mr. Vasquez did not know then, nor could
27 he have known then, that the Fee was invented by Suddenlink as a part of a scheme to covertly
28 charge a higher price for internet service than advertised and as a way to raise the monthly rate

1 at any time, even during Mr. Vasquez's 12-month price-locked promotional period.

2 63. During his first several months of service, Mr. Vasquez did not notice the
3 Network Enhancement Fee. Suddenlink had hidden the Fee in the "Taxes, Fees & Other
4 Charges" section at the end of the bill. On Plaintiff's first bill (September 2020), the Fee was
5 grouped together with an \$0.85 Sales Tax. On his next bill (October 2020), the Fee was
6 grouped with a - \$0.60 Sales Tax. For Plaintiff's subsequent bills, the Fee was the only charge
7 under the "Taxes, Fees & Other Charges" section. The only explanation of "fees" on Mr.
8 Vasquez's bill was in the fine print, which stated: "Your bill includes all government fees."
9 Even if Mr. Vasquez had noticed the Fee, he would have reasonably assumed that the Network
10 Enhancement Fee—which was the only "fee" on his bill—was a government fee.

11 64. Suddenlink's billing statements did not inform or adequately disclose to Mr.
12 Vasquez that Suddenlink was adding a self-created "Network Enhancement Fee" each month
13 and did not adequately or accurately disclose the true nature of the Fee. Mr. Vasquez did not
14 know, nor could he have known, that the Fee was invented by Suddenlink as part of a scheme
15 to covertly charge a higher price for internet service than advertised and as a way to raise the
16 monthly rate at any time, even during Mr. Vasquez's 12-month price-locked period.

17 65. The first Mr. Vasquez ever learned of the Network Enhancement Fee's existence
18 was in March 2021.

19 66. As of the date of filing, Mr. Vasquez has paid Suddenlink \$28 in Network
20 Enhancement Fees.

21 67. When Mr. Vasquez agreed to purchase his Suddenlink internet service plan, he
22 was relying on Suddenlink's prominent representations regarding the monthly price of the
23 services. While he understood that taxes and legitimate government fees might be added to the
24 price, he did not expect that Suddenlink would charge a bogus, self-created Network
25 Enhancement Fee on top of the advertised service price or that the true price of the service
26 would include the additional Fee. That information would have been material to him. Had he
27 known that information he would not have been willing to pay as much for the service plan
28 and/or would have acted differently.

1 and the Class members is a false, deceptive, or misleading practice or policy;

2 77. Whether Suddenlink's representations of the Network Enhancement Fee are
3 false, deceptive, or misleading;

4 78. Whether it was deceptive, misleading, or unfair for Suddenlink not to disclose,
5 or to inadequately or inaccurately disclose as part of the advertised and promised price of its
6 internet services, the Network Enhancement Fee, its dollar amount, or the fact that Suddenlink
7 could choose to raise its amount at any time;

8 79. Whether the Network Enhancement Fee, the fact that Suddenlink could choose
9 to raise it at any time, and the true price of Suddenlink's internet services are material
10 information, such that a reasonable consumer would find that information important to the
11 consumer's purchase decision;

12 80. Whether Suddenlink's misrepresentations and omissions alleged herein violate
13 California's Consumers Legal Remedies Act, California's False Advertising Law, and
14 California's Unfair Competition Law; and

15 81. Whether Plaintiff and the Class are entitled to an order enjoining Suddenlink
16 from engaging in the misconduct alleged herein and prohibiting Suddenlink from continuing to
17 charge the Network Enhancement Fee.

18 82. *Typicality.* Plaintiff's claims are typical of Class members' claims. Plaintiff and
19 Class members all sustained injury as a direct result of Suddenlink's standard practices and
20 schemes, bring the same claims, and face the same potential defenses.

21 83. *Adequacy.* Plaintiff will fairly and adequately protect Class members' interests.
22 Plaintiff has no interests antagonistic to Class members' interests. Plaintiff has retained counsel
23 with considerable experience and success in prosecuting complex class action and consumer
24 protection cases.

25 84. *Superiority.* Further, a class action is superior to all other available methods for
26 fairly and efficiently adjudicating this controversy. Each Class member's interests are small
27 compared to the burden and expense required to litigate each of their claims individually, so it
28 would be impractical and would not make economic sense for class members to seek individual

1 redress for Defendants' conduct. Individual litigation would add administrative burden on the
2 courts, increasing the delay and expense to all parties and to the court system. Individual
3 litigation would also create the potential for inconsistent or contradictory judgments regarding
4 the same uniform conduct. A single adjudication would create economies of scale and
5 comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
6 difficulties in managing a class action trial.

7 85. By their conduct and omissions alleged herein, Defendants have acted and
8 refused to act on grounds that apply generally to the Class, such that final injunctive relief
9 and/or declaratory relief is appropriate respecting the Class as a whole.

10 86. The prosecution of separate actions by individual Class members would create a
11 risk of inconsistent or varying adjudications.

12 87. A class action is the only practical, available method for the fair and efficient
13 adjudication of the controversy since, inter alia, the harm suffered by each Class member is too
14 small to make individual actions economically feasible.

15 88. Common questions will predominate, and there will be no unusual
16 manageability issues.

17 **CAUSES OF ACTION**

18 **COUNT I**

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

20 89. Plaintiff realleges and incorporates by reference all paragraphs previously
21 alleged herein.

22 90. Plaintiff brings this claim in his individual capacity, in his capacity as a private
23 attorney general seeking the imposition of public injunctive relief, and as a representative of the
24 Class.

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

26 92. Plaintiff and Class members are "consumers," as defined by Cal. Civ. Code
27 §1761(d).

28 93. Suddenlink's internet service plans are "services," as defined by Cal. Civ. Code

1 § 1761(b).

2 94. The purchases of Suddenlink's internet service plans by Plaintiff and Class
3 members are "transactions," as defined by Cal. Civ. Code § 1761(e).

4 95. Plaintiff and Class members purchased Suddenlink's internet service plans for
5 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

6 96. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
7 of the transactions at issue occurred in this county. Plaintiff's declaration establishing that this
8 Court is a proper venue for this action is attached hereto as **Exhibit F**.

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

13 98. Suddenlink has intentionally deceived Plaintiff and Class members, and
14 continues to deceive the public, by misrepresenting the prices of its internet services and by
15 failing to disclose or adequately disclose the Network Enhancement Fee or the true prices of
16 the services.

17 99. Suddenlink has intentionally deceived Plaintiff and Class members, and
18 continues to deceive the public, by misrepresenting and failing to disclose or adequately
19 disclose material information about the true prices of its internet services and about the
20 existence, amount, basis, and nature of the Network Enhancement Fee.

21 100. Suddenlink has intentionally deceived Plaintiff and Class members, and
22 continues to deceive the public, by misrepresenting and failing to disclose the fact that
23 Suddenlink can, and has, raised customers' monthly service prices during promised fixed-price
24 promotions by increasing the Network Enhancement Fee.

25 101. Suddenlink's conduct alleged herein has violated the CLRA in multiple respects,
26 including, but not limited to, the following:

27 a. Suddenlink advertised its internet service plans with an intent not to sell
28 them as advertised (Cal. Civ. Code § 1770(a)(9));

1 b. Suddenlink misrepresented that its internet service plans were supplied
2 in accordance with previous representations when they were not (Cal. Civ. Code
3 § 1770(a)(16)); and

4 c. Suddenlink inserted unconscionable provisions in its consumer
5 agreements, including an arbitration clause which waives the right to seek public injunctive
6 relief in any forum, in violation of California law.

7 102. With respect to omissions, Suddenlink at all relevant times had a duty to
8 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
9 knowledge of material information that was not known to Plaintiff and Class members;
10 (b) Suddenlink concealed material information from Plaintiff and Class members; and
11 (c) Suddenlink made partial representations, including regarding the supposed monthly prices
12 of its internet services, which were false and misleading absent the omitted information.

13 103. Suddenlink's misrepresentations and nondisclosures deceive and have a
14 tendency to deceive the general public.

15 104. Suddenlink's misrepresentations and nondisclosures are material, in that a
16 reasonable person would attach importance to the information and would be induced to act on
17 the information in making purchase decisions.

18 105. Plaintiff and members of the Class reasonably relied on Suddenlink's material
19 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
20 money for, Suddenlink's internet services had they known the truth.

21 106. As a direct and proximate result of Suddenlink's violations of the CLRA,
22 Plaintiff and Class members have been harmed and lost money or property.

23 107. Suddenlink's conduct alleged herein caused substantial injury to Plaintiff, Class
24 members, and the general public. Suddenlink's conduct is ongoing and is likely to continue and
25 recur absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining
26 Suddenlink from committing such practices.

27 108. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
28 members. Suddenlink's misrepresentations and nondisclosures regarding the true prices for its

1 internet service plans; the existence, nature, and basis of the Network Enhancement Fee; and
2 Suddenlink’s policy and practice of increasing customers’ monthly service prices during
3 advertised or promised fixed-price periods by increasing the Network Enhancement Fee are
4 ongoing. Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and
5 unlawful Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is
6 capable of repetition or re-occurrence by Suddenlink.

7 109. Plaintiff, on behalf of himself and/or as a private attorney general, individually
8 seeks public injunctive relief under the CLRA to protect the general public from Suddenlink’s
9 false advertisements and omissions—including Suddenlink’s advertising of monthly service
10 rates that do not reflect the true rates, Suddenlink’s failure to disclose or adequately disclose the
11 true rates or the Network Enhancement Fee, and Suddenlink’s advertising fixed-price
12 promotional periods and “Price for Life” when Suddenlink can, and has, raised customers’
13 monthly service prices during these fixed-price periods by increasing the Network
14 Enhancement Fee.

15 110. Plaintiff does not currently seek damages in this Complaint under the CLRA.

16 111. In accordance with California Civil Code § 1782(a), Plaintiff, through counsel,
17 served Suddenlink with notice of its CLRA violations by USPS certified mail, return receipt
18 requested, on May 3, 2021. A true and correct copy of that notice is attached hereto as **Exhibit**
19 **G**.

20 112. If Suddenlink fails to provide appropriate relief for its CLRA violations within
21 30 days of its receipt of Plaintiff’s notification letter, Plaintiff will amend or seek leave to
22 amend this Complaint to pray for compensatory and punitive damages as permitted by Cal. Civ.
23 Code §§ 1780 and 1782(b), along with attorneys’ fees and costs.

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

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3 113. Plaintiff realleges and incorporates by reference all paragraphs previously
4 alleged herein.

5 114. Plaintiff brings this claim in his individual capacity, in his capacity as a private
6 attorney general seeking the imposition of public-injunctive relief, and as a representative of the
7 Class.

8 115. By its conduct and omissions alleged herein, Suddenlink has committed acts of
9 untrue or misleading advertising, as defined by and in violation of California Business &
10 Professions Code § 17500, *et seq.*, also known as California's False Advertising Law ("FAL").
11 These acts include but are not limited to: (a) misrepresenting the prices of its internet services;
12 (b) failing to disclose or adequately disclose the true prices of its internet services and the
13 existence, amount, basis, and nature of the Network Enhancement Fee; and (c) continuing to
14 hide, obscure, and misrepresent the Network Enhancement Fee even after customers sign up.

15 116. With respect to omissions, Suddenlink at all relevant times had a duty to
16 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
17 knowledge of material information that was not known to Plaintiff and the Class members;
18 (b) Suddenlink concealed material information from Plaintiff and the Class members; and
19 (c) Suddenlink made partial representations, including regarding the supposed monthly prices
20 of its internet services, which were false or misleading absent the omitted information.

21 117. Suddenlink committed such violations of the FAL with actual knowledge that its
22 advertising was untrue or misleading, or Suddenlink, in the exercise of reasonable care, should
23 have known that its advertising was untrue or misleading.

24 118. Suddenlink's misrepresentations and nondisclosures deceive and have a
25 tendency to deceive the general public.

26 119. Suddenlink's misrepresentations and nondisclosures are material, in that a
27 reasonable person would attach importance to the information and would be induced to act on
28 the information in making purchase decisions.

1 120. Plaintiff and members of the Class reasonably relied on Suddenlink’s material
2 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
3 money for, Suddenlink’s internet services had they known the truth.

4 121. By its conduct and omissions alleged herein, Suddenlink received more money
5 from Plaintiff and Class members than it should have received, including the excess Network
6 Enhancement Fee that Suddenlink charged Plaintiff and the Class on top of the advertised price
7 for the internet services, and that money is subject to restitution.

8 122. As a direct and proximate result of Suddenlink’s violations of the FAL, Plaintiff
9 and the Class members lost money.

10 123. Suddenlink’s conduct has caused substantial injury to Plaintiff, Class members,
11 and the public. Suddenlink’s conduct is ongoing and is likely to continue and recur absent a
12 permanent injunction. Accordingly, Plaintiff seeks an order enjoining Suddenlink from
13 committing such violations of the FAL. Plaintiff further seeks an order granting restitution to
14 Plaintiff and the Class in an amount to be proven at trial. Plaintiff further seeks an award of
15 attorneys’ fees and costs under Cal. Code Civ. Proc. § 1021.5.

16 124. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
17 members. Plaintiff and the Class lack an adequate remedy at law. Suddenlink’s
18 misrepresentations and omissions in its advertising regarding the true prices for its internet
19 service plans, the existence, nature, and basis of the Network Enhancement Fee, and
20 Suddenlink’s policy and practice of increasing customers’ monthly service prices during
21 advertised fixed-price periods by increasing the Network Enhancement Fee are ongoing.
22 Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and unlawful
23 Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is capable of
24 repetition or re-occurrence by Suddenlink.

25 125. Plaintiff, on behalf of himself and/or as a private attorney general, individually
26 seeks public injunctive relief under the FAL to protect the general public from Suddenlink’s
27 false advertisements and omissions—including Suddenlink’s advertising of monthly service
28 rates that do not reflect the true rates, Suddenlink’s failure to disclose or adequately disclose the

1 true rates or the Network Enhancement Fee in its advertising, and Suddenlink’s advertising
2 fixed-price promotional periods and “Price for Life” when Suddenlink reserves the ability to
3 raise customers’ monthly service prices during these fixed-price periods by increasing the
4 Network Enhancement Fee.

5 **COUNT III**
6 **Violation of California’s Unfair Competition Law**
7 **California Business and Professions Code § 17200 *et seq.***

8 126. Plaintiff realleges and incorporates by reference all paragraphs previously
9 alleged herein.

10 127. Plaintiff brings this claim in his individual capacity, in his capacity as a private
11 attorney general seeking the imposition of public injunctive relief, and as a representative of the
12 Class.

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

16 129. By its conduct and omissions alleged herein, Suddenlink has violated the
17 “unfair” prong of the UCL, including without limitation by: (a) pervasively misrepresenting
18 Suddenlink internet service prices while failing to disclose and/or to adequately disclose that
19 Suddenlink actually charges higher monthly prices than advertised, through its imposition of
20 the Network Enhancement Fee on top of the advertised price; (b) hiding, obscuring, and
21 misrepresenting the existence, nature, and basis of the Network Enhancement Fee prior to, and
22 at the time a consumer signs up for Suddenlink internet services; (c) continuing to hide,
23 obscure, and misrepresent the existence, nature, and basis of the Network Enhancement Fee
24 even after customers have signed up; (d) imposing and increasing the Network Enhancement
25 Fee on customers without notice or without adequate notice; (e) hiding, obscuring, and
26 misrepresenting prior to, and at the time a consumer signs up, the fact that Suddenlink can, and
27 has, increased customers’ monthly internet service prices during an advertised or promised
28 fixed-price period by increasing the Network Enhancement Fee; (f) increasing the Network
Enhancement Fee on customers during a promised fixed price period; (g) preventing existing

1 customers from freely canceling their services after learning the actual total monthly amount
2 they are charged or learning of the Network Enhancement Fee or increases to the Network
3 Enhancement Fee; and (h) imposing and increasing the Network Enhancement Fee as a covert
4 way to increase the actual monthly prices customers pay for their services without having to
5 advertise the true higher prices.

6 130. Suddenlink's conduct and omissions alleged herein are immoral, unethical,
7 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and the
8 Class. Perpetrating a years-long scheme of misleading and overcharging customers is immoral,
9 unethical, and unscrupulous. Moreover, Suddenlink's conduct is oppressive and substantially
10 injurious to consumers. By its conduct alleged herein, Suddenlink has improperly extracted
11 hundreds of thousands of dollars from California consumers. There is no utility to Suddenlink's
12 conduct, and even if there were any utility, it would be significantly outweighed by the gravity
13 of the harm to consumers caused by Suddenlink's conduct alleged herein.

14 131. Suddenlink's conduct and omissions alleged herein also violate California
15 public policy, including as such policy is reflected in Cal. Civ. Code § 1750 *et seq.* and Cal.
16 Civ. Code §§ 1709–1710.

17 132. By its conduct and omissions alleged herein, Suddenlink has violated the
18 “unlawful” prong of the UCL, including by making material misrepresentations and omissions
19 in violation of Cal. Bus. & Prof. Code § 17500 *et seq.* and Cal. Civ. Code § 1750, *et seq.*,
20 engaging in deceit in violation of Cal Civ. Code §§ 1709–1710, and violating the implied
21 covenant of good faith and fair dealing, in violation of California common law.

22 133. Suddenlink has violated the “fraudulent” prong of the UCL by making material
23 misrepresentations and omissions, including regarding: (a) the true prices of its internet
24 services; (b) the existence and amount of the Network Enhancement Fee; (c) the nature and
25 basis of the Network Enhancement Fee; and (d) advertising fixed-price promotional periods
26 and “Price for Life” when Suddenlink can, and has, raised customers' monthly service prices
27 during these fixed-price periods by increasing the Network Enhancement Fee.

28 134. With respect to omissions, Suddenlink at all relevant times had a duty to

1 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
2 knowledge of material information that was not known to Plaintiff and the Class;
3 (b) Suddenlink concealed material information from Plaintiff and the Class; and (c) Suddenlink
4 made partial representations, including regarding the supposed monthly prices of its internet
5 services, which were false and misleading absent the omitted information.

6 135. Suddenlink's material misrepresentations and nondisclosures were likely to
7 mislead reasonable consumers, existing and potential customers, and the public.

8 136. Suddenlink's misrepresentations and nondisclosures deceive and have a
9 tendency to deceive the general public and reasonable consumers.

10 137. Suddenlink's misrepresentations and nondisclosures are material, such that a
11 reasonable person would attach importance to the information and would be induced to act on
12 the information in making purchase decisions.

13 138. Plaintiff and members of the Class reasonably relied on Suddenlink's material
14 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
15 money for, Suddenlink's internet services had they known the truth.

16 139. By its conduct and omissions alleged herein, Suddenlink received more money
17 from Plaintiff and the Class than it should have received, including the excess Network
18 Enhancement Fees that Suddenlink charged Plaintiff and the Class on top of the advertised
19 price for the internet services, and that money is subject to restitution.

20 140. As a direct and proximate result of Suddenlink's unfair, unlawful, and
21 fraudulent conduct, Plaintiff and the Class members suffered harm and lost money.

22 141. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
23 and the public. Suddenlink's conduct described herein is ongoing and is likely to continue and
24 recur absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining
25 Suddenlink from committing such unlawful, unfair, and fraudulent business practices. Plaintiff
26 further seeks an order granting restitution to Plaintiff and the Class in an amount to be proven
27 at trial. Plaintiff further seeks an award of attorneys' fees and costs under Cal. Code Civ. Proc.
28 § 1021.5.

1 142. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
2 members. Plaintiff and the Class lack an adequate remedy at law. Suddenlink's
3 misrepresentations and nondisclosures regarding the true prices for its internet service plans,
4 the existence, nature, and basis of the Network Enhancement Fee, and Suddenlink's policy and
5 practice of increasing customers' monthly service prices during advertised or promised fixed-
6 price periods by increasing the Network Enhancement Fee are ongoing. Moreover, Suddenlink
7 continues to charge Plaintiff and the Class the unfair and unlawful Network Enhancement Fee.
8 Even if such conduct were to cease, it is behavior that is capable of repetition or re-occurrence
9 by Suddenlink.

10 143. Plaintiff, on behalf of himself and/or as a private attorney general, individually
11 seeks public injunctive relief under the UCL to protect the general public from Suddenlink's
12 false advertisements and omissions—including Suddenlink's advertising of monthly service
13 rates that do not reflect the true rates, Suddenlink's failure to disclose or adequately disclose the
14 true rates or the Network Enhancement Fee, and Suddenlink's advertising fixed-price
15 promotional periods and "Price for Life" when Suddenlink can, and has, raised customers'
16 monthly service prices during these fixed-price periods by increasing the Network
17 Enhancement Fee.

18 **PRAYER FOR RELIEF**

19 **Public Injunctive Relief:**

20 A. In order to prevent injury to the general public, Plaintiff Nick Vasquez
21 individually and/or as a private attorney general, requests that the Court enter a public
22 injunction against Suddenlink under the CLRA, FAL, and UCL as follows:

23 1. Permanently enjoin Suddenlink from falsely advertising the prices of its
24 internet service plans and from concealing the true prices of its service plans; and

25 2. Permanently enjoin Suddenlink from advertising fixed-price promotional
26 periods and "Price for Life" for its service plans when Suddenlink in fact reserves the right to
27 raise customers' monthly service prices during these fixed-price periods by increasing
28 discretionary fees.

1 **Individual and Class Relief:**

2 B. On behalf of himself and the proposed Class, Plaintiff Nick Vasquez requests
3 that the Court order relief and enter judgment against Suddenlink as follows:

4 1. Declare this action to be a proper class action, certify the proposed Class,
5 and appoint Plaintiff and his counsel to represent the Class;

6 2. Declare that Suddenlink's conduct alleged herein violates the CLRA,
7 FAL, and UCL;

8 3. Permanently enjoin Suddenlink from engaging in the misconduct alleged
9 herein;

10 4. Order Suddenlink to discontinue charging the Network Enhancement Fee
11 to its customers in California;

12 5. Order Suddenlink to hold in constructive trust all Network Enhancement
13 Fee payments received from the Class;

14 6. Order Suddenlink to perform an accounting of all such Network
15 Enhancement Fee payments;

16 7. Order disgorgement or restitution, including, without limitation,
17 disgorgement of all revenues, profits, and/or unjust enrichment that Suddenlink obtained,
18 directly or indirectly, from Plaintiff and the members of the Class or otherwise as a result of the
19 unlawful conduct alleged herein;

20 8. Order Suddenlink to engage an independent person, group, or
21 organization to conduct an internal assessment to (a) identify the root causes of the decisions
22 that led Suddenlink to misrepresent its actual rates, (b) identify corrective actions and
23 institutional culture changes to address these root causes, and (c) help Suddenlink implement
24 and track those corrective actions to ensure Suddenlink does not engage in such
25 misrepresentations again;

26 9. Order Suddenlink to pay reasonable attorneys' fees, costs, and pre-
27 judgment and post-judgment interest;

28 10. Retain jurisdiction to monitor Suddenlink's compliance with the

1 permanent injunctive relief; and

2 11. Grant such other relief as this Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

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

5

6 DATED this 4th day of May, 2021.

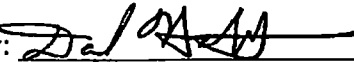
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Presented by:

8

HATTIS & LUKACS

9

By: 

10

Daniel M. Hattis (SBN 232141)

Paul Karl Lukacs (SBN 197007)

11

HATTIS & LUKACS

12

400 108th Ave NE, Ste 500

Bellevue, WA 98004

13

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14

Email: dan@hattislaw.com

Email: pkl@hattislaw.com

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Attorneys for Plaintiff Nick Vasquez
and the Proposed Class

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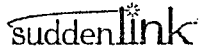
28

EXHIBIT A

EXHIBIT A

“Choose Services” Webpage

Offer Unlocked: Use code **VIBEO10** for \$10 off your TV bundle.


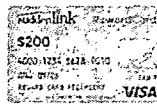
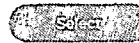
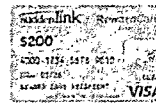



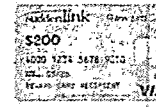


11844 ATWOOD RD, AUBURN, CA 95603


1 Choose Services
2 Customize
3 Customer Info
4 Schedule Installation
5 Order Confirmation

SHOW ME BUNDLES WITH:

Internet
 Television
 Home Phone

Internet 75 and Basic TV	Internet 75 and Value TV	Internet 100 Unlimited Data and Value TV	Internet 150 Unlimited Data and Value TV
\$40⁰⁰ mo./1 yr	\$50⁰⁰ mo./1 yr	\$70⁰⁰ mo./1 yr	\$90⁰⁰ mo./1 yr
Plus taxes, fees and other charges Includes Auto Pay and Paperless Billing			
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">   </div> <div style="text-align: center;">   </div> <div style="text-align: center;">   </div> <div style="text-align: center;">   </div> </div>			
FREE INSTALL			
UP TO 75 MBPS	UP TO 75 MBPS	UP TO 100 MBPS	UP TO 150 MBPS
50+ Channels	225+ Channels View all channels	225+ Channels View all channels	225+ Channels View all channels
50+ Channels: All major networks including local programming	210+ favorite channels including TNT, HGTV, & ESPN	210+ favorite channels including TNT, HGTV, & ESPN More power for multi-device streaming and game play	210+ favorite channels including TNT, HGTV, & ESPN Our fastest speed available
More Details • Disclaimer	More Details • Disclaimer	More Details • Disclaimer	More Details • Disclaimer

Wired connection speeds. WiFi speeds may vary.







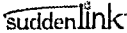
© 2021 Suddenlink





EXHIBIT B

EXHIBIT B

“Customize” Webpage


11844 ATWOOD RD, AUBURN, CA 95603

Choose Services
Customize
Customer Info
Schedule Installation
Order Confirmation

CUSTOMIZE YOUR SERVICE

SET UP YOUR EQUIPMENT

- Modem \$10.00/MO.
 - Smart Router
 - In-home WiFi
 - 24/7 Tech support
- Use my own Modem & WiFi Router
 - Requires a Suddenlink certified modem
 - Wireless router, in-home Smart V.P., and free modem upgrades not included

How many TVs would you like service on? +

Include 1 to 2 to Any Room DVR +

TV 1 + - High Definition Cable Box \$10.00/MO.

* New out-of-state installations are not covered and will require additional charges.

INTERNET EXPERIENCE

Internet 100 Unlimited Data for **\$20.00 more per month**

TV EXPERIENCE

Suddenlink Select TV for **\$15.00 more per month**

- 250 channels including NFL Network View Channels

Suddenlink Premier TV for **\$35.00 more per month**

- 340 channels including HBO Max & NFL Network View Channels

Add Channels

- HBO Max \$14.99/MO.
- Showtime and The Movie Channel \$12.99/MO.
- Starz and Starz Encore \$9.99/MO.
- Cinemax \$9.99/MO.
- Movie Package \$10.00/MO.
- Family Package \$12.00/MO.

EXPERIENCE MORE

Altice Mobile

Pick your data. Switch any time. Starting at **\$14.00/month** per line.

Yes, I am interested in Altice Mobile and would like to be contacted for more information.

Add Home Phone

Home Phone for **\$10.00 more per month**

- Unlimited local and long distance calling any time, to anywhere in the United States, Guam, Puerto Rico and the U.S. Virgin Islands with over 12 useful calling features.

Altice Amplify

Altice Amplify, the smart speaker with Amazon Alexa, + \$10.00/MO.

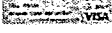
In-Home Protection Plan


Add Safegard to cover in-home wire repairs. \$6.99/MO.

YOUR PACKAGE

\$200

Get \$200 Off with Purchase Promotion





Internet 100 Unlimited Data and Value TV

Monthly Total \$81.00

Monthly Charges:

- Internet 100 Unlimited Data and Value TV \$15.00
- Auto Pay and Paperless Billing Discount -\$3.00
- High Definition Cable Box \$11.00
- Use my own Modem & WiFi Router \$0.00

One Time Charges:

- \$200 Gift with Purchase Promotion \$0.00
- Free TV installation \$0.00

Promo Code:

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. Free monthly service and activation charge. Activation fee (if required) will be due before service with Suddenlink and due prior to installation. Internet requires monthly data plan.


Start to Buy Now

EXHIBIT C

EXHIBIT C

"Customer Info" Webpage

Offer Unlocked: Use code [VIDEO10] for \$10 off your TV bundle


11844 ATWOOD RD, AUBURN, CA 95603

Choose Services
Customize
Customer Info
Schedule Installation
Order Confirmation

CUSTOMER INFORMATION

11844 Atwood Rd, Auburn, Ca 95603

Address: [input type="text"] [input type="text"] [input type="text"]

City: [input type="text"] State: [input type="text"] Zip: [input type="text"]

Date of Birth*
 Month: [input type="text"/> [input type="text"/> Year: [input type="text"/> [input type="text"/>

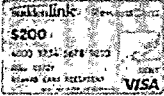
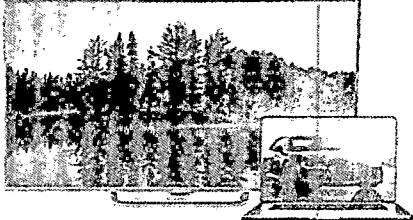
Click here to receive text messages regarding your installation appointment and order

Click here to receive Suddenlink email communications

By selecting "continue" you agree to having a customer service agent call the number above and you represent the number is your phone number

[Back to Previous Page](#)
Continue

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modern & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00
Promo Code:	
[input type="text"/>	Apply

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

Card ID: LBS24116

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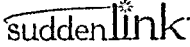





EXHIBIT D

EXHIBIT D

“Schedule Installation” and Order Submission Webpage

Offer Unlocked Use code **VIDEOM** for \$10 off your TV bundle.


11844 ATWOOD RD, AUBURN, CA 95603

✓ Choose Services
✓ Customize
✓ Customer Info
🕒 Schedule Installation
Order Confirmation

SCHEDULE INSTALLATION

Please select when you would like your services installed


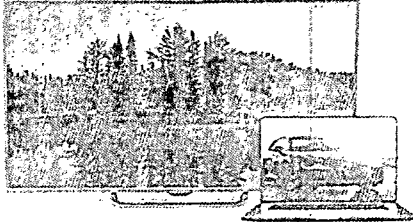
I would like to choose my date and time for installation

I would like the next available installation time

552-444-6787

you have 55 characters remaining

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV	
Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

ENROLL IN AUTO PAY

Auto Pay Information

Enroll in Auto Pay and Paperless Billing to keep your \$5.00 discount?

Yes No

By enrolling in Auto Pay and Paperless Billing, you are agreeing to the Bill Pay and Paperless Billing Terms of Service.

Place Order

By selecting "Place Order" (i) you agree to having our automated phone system call the number entered above to confirm your appointment, inform you when our technician is on the way to your home and to follow up on your satisfaction with our service; (ii) you represent that you are the Customer or Customer's authorized agent; (iii) you acknowledge that you have been given an opportunity to review the Residential Service Agreement found here and the Suddenlink Privacy Policy found here and agree to the terms; and (iv) you acknowledge that THE RESIDENTIAL SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Cart ID: LES-AN100




EXHIBIT E

INTERNET, VALUE TV & PHONE WITH ALTICE ONE

INTERNET, SELECT TV & PHONE WITH ALTICE ONE

INTERNET, PREMIER TV & PHONE WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK, AMPLIFY, Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET, VALUE TV & PHONE

INTERNET, SELECT TV & PHONE

INTERNET, PREMIER TV & PHONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected svc within past 30 days or for seasonal move not eligible. Must maintain all svcs at req'd level and be in good standing to maintain promo pricing. Offer is not transferable, may not be combined w/other offers, is limited to advertised level of svc., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability subj to factors beyond Suddenlink's control. SUDDENLINK PHONE: Unlimited Long Distance includes the 50 states as well as Guam, Puerto Rico, and the U.S. Virgin Islands and applies only to direct-dialed person-to-person calls from home phone. Phone usage must be consistent with typical residential voice usage. Phone service will not function in the event of battery backup failures or network or electrical outages. Phone service may not be compatible with all security and medical monitoring systems. BASIC TV: 40 HD channels available at add'l charge. All svcs & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender[s] may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a

MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc. which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY, Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Alice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Alice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET & VALUE TV WITH ALTICE ONE

INTERNET & SELECT TV WITH ALTICE ONE

INTERNET & PREMIER TV WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srvc within past 30 days or for seasonal move not eligible. Must maintain all srvc's at req'd level and be in good standing to maintain promo pricing. Offer is not transferable, may not be combined w/other offers, is limited to advertised level of srvc., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap. or any previously applied data add on amount, is exceeded. The speed of internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability s/bjct to factors beyond Suddenlink's control. BASIC TV: Req's all TVs have an HDMI input. Not all content delivered through Alice One is in 4K Ultra HD. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All srvc's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. A \$20 Altice One (All) Pak monthly fee applies. All Mini boxes avail for add'l \$10/mo. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$350 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after

INTERNET & PREMIER TV WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srvc within past 30 days or for seasonal move not eligible. Must maintain all srvc's at req'd level and be in good standing to maintain promo pricing. Offer is not transferable, may not be combined w/other offers, is limited to advertised level of srvc., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability s/bjct to factors beyond Suddenlink's control. BASIC TV: HDTV & HD set-top box req'd for HD service. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All srvc's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$350 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc. which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY, Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Alice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Alice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective

owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

CORE TV & PHONE

VALUE TV & PHONE

Free 60-day Altice Advantage Internet is available for new residential Internet customers who do not have Suddenlink internet service and share a household with a student (K-12) or a college student only. Former Suddenlink accounts previously not in good standing are not eligible. Terms, conditions and restrictions apply. Where available. At end of 60-day period, service will be billed at \$14.99 per month until canceled. New student Altice Advantage Internet customers can benefit from a \$5/mo. discount for 3 months for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. As of 4th month, price will increase to normal rate of \$14.99 per month. TAXES & FEES: \$20 installation fee applies and will appear on initial bill. May not be combined with other offers. Other add-on options may be available. Minimum system requirements and equipment configurations apply. Advertised speed for wired connection. Many factors affect speed. Actual speeds may vary and are not guaranteed. Unlimited data subject to reasonable network management practices employed to minimize congestion or service degradation. Wireless speed, performance and availability subject to factors beyond Suddenlink's control. Limit 1 gateway per household. All rights reserved. Pricing, offers and terms is not transferable and is subject to change and discontinuance without notice. For system requirements or limitations, offer details, restrictions, terms and conditions, see AlticeAdvantageInternet.com/terms. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

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50+ Channels: All n including local pro

- Up to 75Mbps dow
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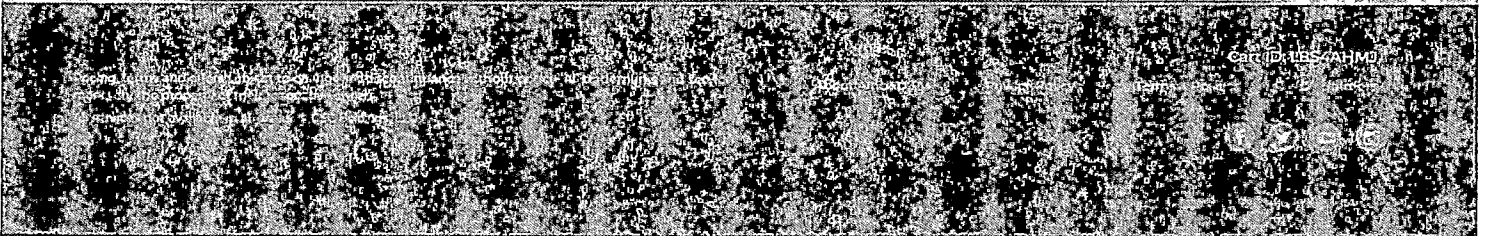


EXHIBIT F

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6 *Attorneys for Plaintiff Nick Vasquez
and the Proposed Class*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF HUMBOLDT

10 UNLIMITED CIVIL

11 NICK VASQUEZ,
For Himself,
12 As A Private Attorney General, and/or
On Behalf Of All Others Similarly Situated,

14 Plaintiff,

15 v.

16 CEBRIDGE TELECOM CA, LLC (D/B/A
17 SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; AND
18 DOES 1 THROUGH 10, INCLUSIVE,

19 Defendants.
20

Case No. _____

**DECLARATION OF
NICK VASQUEZ
PURSUANT TO THE CALIFORNIA
CONSUMERS LEGAL REMEDIES
ACT
(CAL. CIVIL CODE § 1780(d))**

**[FILED CONCURRENTLY
WITH COMPLAINT]**

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CLRA DECLARATION

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I, NICK VASQUEZ, hereby declare and state as follows:

1. I am over the age of 18 years, and am the plaintiff in the above-referenced civil action.

2. The facts contained herein are based on my personal knowledge except as to facts stated upon information and belief and, as to those, I believe it to be true.

2. This civil action pleads a cause of action for violation of the California Consumers Legal Remedies Act ("CLRA") against Defendants Cebridge Telecom CA, LLC (D/B/A Suddenlink Communications) and Altice USA, Inc. (collectively "Defendants" or "Suddenlink"). This civil action has been commenced in a county described in Section 1780(d) of the California Civil Code as a proper place for the trial of the action.

3. This action is being commenced in the County of Humboldt because that is a county in which each of the Defendants is doing business. Each of the Defendants is doing business in the County of Humboldt by, without limitation, advertising and selling its internet services in the County of Humboldt including in its retail store located in Eureka, California.

4. This action is being commenced in the County of Humboldt because I subscribed to and received Suddenlink internet services, and was charged the Network Enhancement Fee which is the subject of this Complaint, at my home in Arcata, California, which is in the County of Humboldt.

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

Executed in Humboldt County, California.

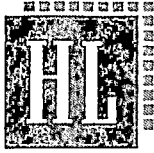
Date: 5/3/2021

DocuSigned by:
Nick Vasquez
NICK VASQUEZ

CLRA DECLARATION

HATTIS & LUKACS
400 108th Ave. NE, Ste 500
Bellevue, WA 98004
T: 425.233.8650 | F: 425.412.7171
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EXHIBIT G



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Attorneys at Law

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May 3, 2021

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Dexter Goei, CEO
Altice USA, Inc.
Cebridge Telecom CA, LLC
One Court Square
Long Island City, New York 11101

Agent for Cebridge Telecom CA, LLC
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice of Violation of California Consumers Legal Remedies Act
My Client: Nick Vasquez

Dear Mr. Goei:

This law firm represents Nick Vasquez, who purchased a Suddenlink internet service plan in Arcata, California. We send this letter pursuant to the California Consumers Legal Remedies Act, California Civil Code Section 1750 *et seq.* (“CLRA”) to notify Cebridge Telecom CA, LLC (d/b/a Suddenlink) and Altice USA, Inc. (collectively, “Suddenlink”) that its practice of advertising monthly rates for its internet service plans and then deceptively and unfairly charging customers higher monthly rates through the imposition of a so-called “Network Enhancement Fee” and increases thereto, violates the CLRA. We demand that Suddenlink rectify its violations within 30 days of receipt of this letter.

Suddenlink prominently advertises particular flat monthly rates for its internet service plans and plans bundled with internet service. Then, after customers sign up, Suddenlink actually charges higher monthly rates than the customers were promised and agreed to pay. Suddenlink covertly increases the actual price by padding customers’ bills each month with a bogus so-called “Network Enhancement Fee” (currently \$3.50 per month) on top of the advertised price. The Network Enhancement Fee (the “Fee”) is not disclosed to customers before or when they sign up, and in fact it is never adequately and honestly disclosed to them. The so-called Network Enhancement Fee is not a bona fide fee, but rather is simply a means for Suddenlink to charge more per month for the service itself without having to advertise the higher prices, and to covertly raise the cost of internet service at any time, even during promised fixed-rate promotional periods.

Suddenlink also deliberately hides and obfuscates the Fee in its billing statements. Suddenlink intentionally buries the Fee in a portion of the statement that makes it likely

May 3, 2021
Page 2

customers will not notice it and misleadingly suggests that the Fee is a tax or government pass-through fee over which Suddenlink has no control.

Mr. Vasquez is a Suddenlink internet customer in Arcata, California. His Suddenlink account number is [REDACTED]. He signed up for his service on Suddenlink's website in late August 2020 in reliance on Suddenlink's advertisements and promises regarding the monthly rate for the service. Suddenlink did not disclose to him that the Network Enhancement Fee would be charged, nor did it disclose to him that the true monthly price for his service would be higher than what Suddenlink advertised. Mr. Vasquez has been subjected to Suddenlink's bait-and-switch scheme. Mr. Vasquez, like all Suddenlink internet customers in California, has suffered harm because Suddenlink has charged him higher monthly prices than he was promised, via Suddenlink's covert imposition of the bogus Network Enhancement Fee.

Suddenlink's material misrepresentations, omissions, and failures to disclose violated the CLRA in the following manner:

1. Suddenlink advertised its internet service plans with an intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9));
2. Suddenlink misrepresented that its internet service plans were supplied in accordance with previous representations when they were not (Cal. Civ. Code § 1770(a)(16)); and
3. Suddenlink inserted unconscionable provisions in its consumer agreements, including an arbitration clause which waives the right to seek public injunctive relief in any forum, in violation of California law.

We demand that within thirty (30) days of receiving this letter, Suddenlink agree to (1) refrain from engaging in the deceptive practices described above at any time in the future; and (2) return all money that Suddenlink's California customers have paid in "Network Enhancement Fees." If Suddenlink refuses to provide the demanded relief within thirty (30) days, we will seek compensatory and punitive damages, restitution, and any other appropriate equitable relief under the CLRA.

I can be reached at (425) 233-8628 or dan@hattislaw.com.

Very truly yours,



Daniel M. Hattis

FILED

JUL 19 2021

N/C

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

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Paul Karl Lukacs (SBN 197007)
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6 *Attorneys for Plaintiff Nick Vasquez
and the Proposed Class*

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF HUMBOLDT**
11 **UNLIMITED CIVIL**

12 NICK VASQUEZ,
For Himself,
As A Private Attorney General, and/or
13 On Behalf Of All Others Similarly Situated,

14
15 **Plaintiff,**

16 v.

17 CEBRIDGE TELECOM CA, LLC (D/B/A
SUDDENLINK COMMUNICATIONS);
18 ALTICE USA, INC.; and
DOES 1 THROUGH 10, INCLUSIVE,

19
20 **Defendants.**

Case No. CV2100639

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- (1) VIOLATION OF CAL. CIVIL CODE § 1750;
- (2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500;
- (3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200

JURY TRIAL DEMANDED

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**FIRST AMENDED
CLASS ACTION COMPLAINT**

HATTIS & LUKACS
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COUNT I: Violation of the Consumers Legal Remedies Act (“CLRA”)
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COUNT II: Violation of California’s False Advertising Law
 California Business and Professions Code § 17500 *et seq.*..... - 24 -

COUNT III: Violation of California’s Unfair Competition Law
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1 Plaintiff NICK VASQUEZ, individually, as a private attorney general, and on behalf of
2 all others similarly situated, alleges as follows, on personal knowledge and investigation of his
3 counsel, against Defendant Cebridge Telecom CA, LLC (d/b/a Suddenlink Communications),
4 Defendant Altice USA, Inc., and Defendants Does 1 through 10, inclusive, (collectively,
5 “Suddenlink”):

6 **INTRODUCTION AND SUMMARY**

7 1. Plaintiff Nick Vasquez, individually, as a private attorney general to protect the
8 general public, and on behalf of all others similarly situated, brings this action under California
9 law to challenge a bait-and-switch scheme whereby Suddenlink charges customers more for its
10 internet service plans¹ than Suddenlink advertised and promised. Suddenlink advertises and
11 promises to consumers a promotional flat monthly rate for its internet service plans for a
12 specified time period, but then actually charges them higher monthly rates during that period
13 via a disguised and fabricated extra charge on the bill (which Suddenlink calls the “Network
14 Enhancement Fee”). Suddenlink also uses the Network Enhancement Fee as a way to covertly
15 increase customers’ rates, including during their advertised and promised fixed-rate
16 promotional period.

17 2. In February 2019, Suddenlink began padding its bills with a new \$2.50 per
18 month disguised double-charge for internet service, which it buried in a section of the bill with
19 taxes and government fees, and which it called the Network Enhancement Fee. The Network
20 Enhancement Fee was not included in the advertised and quoted service plan price and was not
21 defined or explained in the monthly bill. Suddenlink has increased the Network Enhancement
22 Fee such that it is now \$3.50 per month for California subscribers.

23 3. Suddenlink did not disclose the Network Enhancement Fee (the “Fee”) to
24 Plaintiff and to other Suddenlink customers before or when they agreed to receive internet
25 services from Suddenlink.

26 4. The first time Suddenlink ever mentions the Network Enhancement Fee is on
27

28 ¹ The term “internet service plan” as used in this Complaint includes a service plan that
“bundles” internet with other services such as television or telephone.

1 customers' monthly billing statements, which customers begin receiving only after they sign up
2 for the service and are committed to their purchase. Making matters worse, Suddenlink
3 deliberately hides the Fee in its billing statements. Suddenlink does not list or include the
4 Network Enhancement Fee in the "Current Monthly Charges" section of the bill. Instead,
5 Suddenlink intentionally buries the Network Enhancement Fee alongside taxes and government
6 fees in the "Taxes, Fees & Other Charges" section of the bill that: (a) makes it likely customers
7 will not notice it; and (b) misleadingly indicates that the Fee is a tax or government pass-
8 through fee over which Suddenlink has no control. Thus, by Suddenlink's very design, the
9 printed monthly statements serve to further Suddenlink's scheme and keep customers from
10 realizing they are being overcharged.

11 5. In the event that a customer happens to notice the Network Enhancement Fee
12 has been charged on their monthly statement and contacts Suddenlink to inquire about the Fee,
13 Suddenlink agents falsely tell the customer that the Fee is a tax or government fee or is
14 otherwise out of Suddenlink's control.

15 6. In actuality, the Network Enhancement Fee is not a tax or government fee.
16 Rather, the so-called fee is a completely fabricated and arbitrary charge invented by Suddenlink
17 as a way to covertly charge more per month for its internet service without having to advertise
18 higher prices.

19 7. Suddenlink charges every one of its California internet service customers the
20 Network Enhancement Fee. Plaintiff estimates that Suddenlink has extracted approximately
21 \$1.8 million from over 19,000 California internet subscribers in Network Enhancement Fee
22 payments since Suddenlink began sneaking the Fee onto customer bills in February 2019.

23 8. Plaintiff Nick Vasquez brings this lawsuit individually and as a private attorney
24 general seeking public injunctive relief to protect the general public by putting an end to
25 Suddenlink's unlawful advertising scheme. Plaintiff also seeks declaratory relief, declaring
26 Suddenlink's practices alleged herein as unlawful under California law. Finally, Plaintiff seeks
27 restitution and/or damages on behalf of himself and on behalf of a class of California
28 Suddenlink internet subscribers to obtain a refund of the approximately \$1.8 million in

1 Network Enhancement Fee payments they suffered as a result of Suddenlink’s misconduct.

2 **THE PARTIES**

3 9. Plaintiff Nick Vasquez is a citizen and resident of Humboldt County, California.

4 10. Defendant Altice USA, Inc., is a corporation chartered under the laws of
5 Delaware, with its principal place of business in New York.

6 11. Defendant Cebridge Telecom CA, LLC is a limited liability company chartered
7 under the laws of Delaware, with its principal place of business in New York.

8 12. Without formal discovery, Plaintiff is unable to determine exactly which other
9 entities, if any, engaged in or assisted with the unlawful conduct pled herein or which
10 instructed, approved, consented, or participated in the unlawful conduct pled herein.

11 “Suddenlink Communications” is the business entity that is referenced in Plaintiff’s Suddenlink
12 billing statements, in the Suddenlink Residential Service Agreement, and is listed as holding
13 the copyright on the Suddenlink website at www.suddenlink.com. However, “Suddenlink
14 Communications” does not appear to be an actual business entity. Based on counsel’s research,
15 Defendant Altice USA, Inc., is the parent and holding company that provides, through its
16 subsidiaries, broadband communications and video services under the brand “Suddenlink.”
17 Defendant Altice USA, Inc.’s most recent 10-K report lists several dozen subsidiaries—none of
18 which is named “Suddenlink Communications.” The relevant operating company in California
19 appears to be Defendant Cebridge Telecom CA, LLC, which is a subsidiary of Altice USA, Inc.

20 13. Defendants Does 1 through 10 are business entities of unknown form which
21 engaged in or assisted with the unlawful conduct pled herein or which instructed, approved,
22 consented, or participated in the unlawful conduct pled herein. Plaintiff is presently ignorant of
23 the names of these Doe Defendants. Plaintiff will amend this Complaint to allege the true
24 names and capacities of these defendants when they have been determined.

25 **JURISDICTION AND VENUE**

26 14. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
27 this civil action in that Plaintiff brings claims exclusively under California law, including the
28 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising

1 Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition
2 Law, California Business & Professions Code § 17200 *et seq.*

3 15. **Personal Jurisdiction.** This Court has personal jurisdiction over Suddenlink
4 pursuant to, among other bases, California Code of Civil Procedure Section 410.10 because:
5 (1) Suddenlink is authorized to do business and regularly conducts business in the State of
6 California; (2) the claims alleged herein took place in California; and/or (3) Suddenlink has
7 committed tortious acts within the State of California (as alleged, without limitation,
8 throughout this Complaint).

9 16. **Venue.** Venue is proper in Humboldt County because Plaintiff Nick Vasquez is
10 a California citizen who resides in Arcata, California, which is in Humboldt County, and the
11 services at issue were purchased for, and provided to, Plaintiff Nick Vasquez's home in Arcata,
12 California.

13 **FACTUAL ALLEGATIONS OF SUDDENLINK'S BAIT AND SWITCH SCHEME**

14 17. Defendants provides internet, television, and telephone services to
15 approximately 19,000 households in California under the "Suddenlink" brand name. Virtually
16 all of Suddenlink's customers subscribe to internet; many also subscribe to television and/or
17 telephone services as part of a "bundled" internet service plan. (The term "internet service
18 plan" as used in this Complaint includes a service plan that "bundles" internet with other
19 services such as television or telephone.)

20 18. Suddenlink advertises all of its internet service plans at specific, flat monthly
21 prices that are locked-in for a promotional period. Suddenlink typically promises its customers
22 a one-year fixed-price promotional period, but Suddenlink also regularly advertises a "Price
23 For Life" promotion where it offers and promises its customers a fixed price for an internet
24 service plan for life.

25 19. Suddenlink has aggressively advertised its internet service plans through
26 pervasive marketing directed at the consuming public in California. This marketing has
27 included advertisements on its website; other internet advertising; materials and advertising at
28 its California retail stores including in the cities of Eureka, Truckee and Bishop where

1 customers can sign up for Suddenlink services; and video advertisements via YouTube,
2 Facebook, and Twitter.

3 20. Prior to February 2019, Suddenlink *included* in the advertised and quoted
4 monthly internet service plan price all monthly internet service costs that would be charged on
5 the monthly bill.

6 21. But beginning in February 2019, Suddenlink began padding its bills with a
7 newly invented and disguised \$2.50 extra charge for internet service (which was not included
8 in the advertised and quoted service plan price) which it called the “Network Enhancement
9 Fee.” Suddenlink buried the Network Enhancement Fee alongside taxes and government fees in
10 the “Taxes, Fees & Other Charges” section of the bill. Suddenlink provided no definition or
11 explanation of the Network Enhancement Fee in its monthly bills or on its website.

12 22. In February 2020, Suddenlink increased the Network Enhancement Fee by
13 \$1.00, to \$3.50 per month.

14 23. Suddenlink has utilized this fabricated and arbitrary Network Enhancement Fee
15 as part of a “bait-and-switch” scheme whereby Suddenlink (a) advertises and promises a lower
16 monthly price for its internet service plans than it actually charges, and then (b) surreptitiously
17 increases the monthly service rate for its customers, including in the middle of a promised
18 fixed-rate promotional period, by increasing the amount of the Network Enhancement Fee.

19 24. Based on Plaintiff’s calculations, through this bait-and-switch scheme
20 Defendants have extracted approximately \$1.8 million in Network Enhancement Fee payments
21 from their California subscribers.²

22
23
24 ² These estimated damages suffered by California consumers (who comprise the proposed
25 Class) are calculated as follows:

26 Assumptions:

- 27 • Approximately 19,000 California subscribers at any one time during the class period
- 28 • 12 months where subscribers were charged a \$2.50 Network Enhancement Fee (February 2019 – January 2020)
- 18 months where subscribers were charged a \$3.50 Network Enhancement Fee (February 2020 – July 2021)

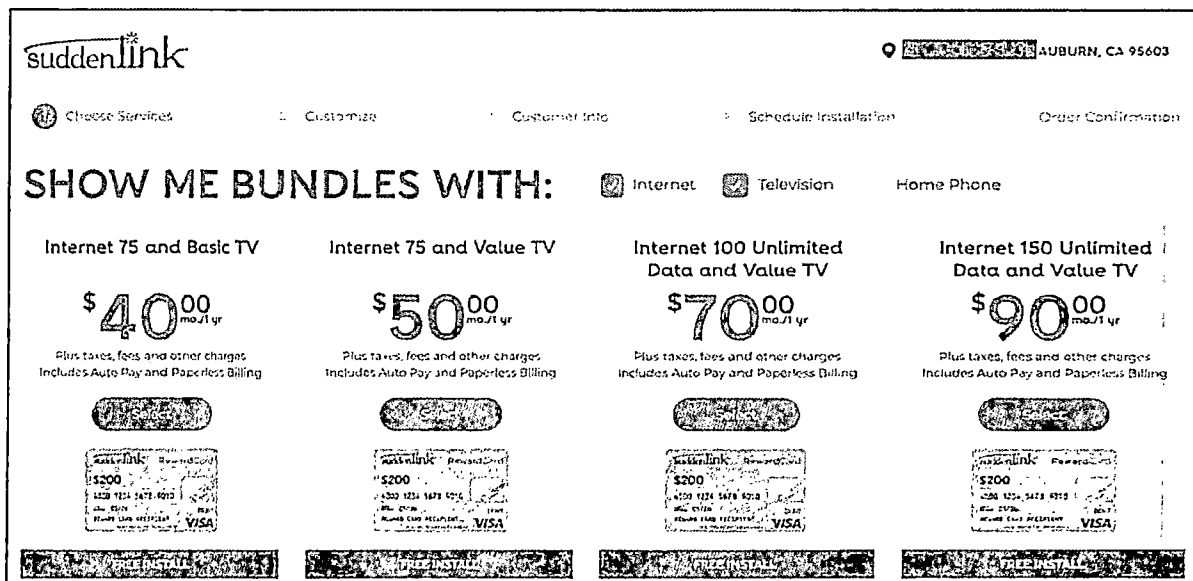
Calculation: $19,000 * ((12 * \$2.50) + (18 * \$3.50)) = \$1.77 \text{ million.}$

A. Suddenlink’s Website Advertising and Online Purchase Process Made False and Misleading Statements About the Prices Suddenlink Charged for Its Internet Service Plans.

25. Suddenlink explicitly represented in its website advertising and representations to consumers like Plaintiff that the advertised price for the internet service plan included all of the monthly service charges, and that the monthly rate would be fixed during the specified promotional period.

26. For example, Exhibits A-D are screenshots taken on March 16, 2021, that show Suddenlink’s online order process for the Internet 100 Unlimited Data and Value TV bundle available in California. As Exhibits A-D show, Suddenlink’s online order process consists of four webpages: (1) the “Choose Services” webpage (Exhibit A); (2) the “Customize” service package webpage (Exhibit B); (3) the “Customer Info” webpage (Exhibit C); and (4) the “Schedule Installation” and order submittal webpage (Exhibit D).

27. On the “Choose Services” webpage (see the screenshot below and at Exhibit A), Suddenlink advertised the Internet 100 Unlimited Data and Value TV bundle plan (second from the right) at a flat \$70.00 a month for one year.



28. Below the \$70.00 price was smaller text reading: “Plus taxes, fees and other charges.” There was no adjacent link or additional text specifying what taxes, fees and other charges would apply. A reasonable consumer would assume that any “taxes, fees and other

1 charges” would be legitimate government or pass-through charges outside of Suddenlink’s
 2 control, as opposed to a fabricated and arbitrary fee which was a disguised double-charge to
 3 provide the same internet service that Suddenlink advertised as included in the \$70.00 price.

4 29. After selecting the \$70.00 plan, the consumer was then taken to the “Customize”
 5 webpage (see the screenshot below and at Exhibit B) where the consumer could customize the
 6 services and add-ons.

25 30. In this example, a high definition cable box was added for \$11.00 per month. On
 26 the right side of the “Customize” webpage Suddenlink prominently stated that the “Monthly
 27 Total” including the cable box was \$81.00. Directly below that, Suddenlink listed a breakdown
 28 showing that the “Monthly Charge” for the “Internet 100 Unlimited Data and Value TV”

1 service plan was \$75.00 (prior to the application of a \$5.00 discount for enrolling in “Auto
2 Pay”). There was no asterisk or disclosure language adjacent to the prices indicating that there
3 would be an additional monthly internet service charge of \$3.50 such that the true monthly cost
4 of the Internet 100 Unlimited Data and Value TV service plan would be \$78.50, not \$75.00
5 (prior to applying the \$5.00 Auto Pay discount), or that the true “Monthly Total” for the
6 “package” would be \$84.50, not \$81.00.

7 31. There was no disclosure language indicating that the service price could be
8 raised at any time during the purported fixed-rate period. Below the list of charges, there was
9 small print reading: “For residential customers only. Additional taxes, fees, surcharges and
10 restrictions apply.” There was no link or additional text explaining what additional taxes, fees,
11 and surcharges would apply. A reasonable consumer would assume that “taxes, fees,
12 surcharges” referred to legitimate government or pass-through charges outside of Suddenlink’s
13 control, as opposed to a bogus fee which was in fact a disguised double-charge for the same
14 internet service above and beyond the quoted service price.

15 32. Next, the customer was taken to the “Customer Info” webpage (**Exhibit C**).
16 Again, the right side of the webpage continued to state that the “Monthly Total” was \$81.00
17 and that the “Monthly Charge” for the Internet 100 Unlimited Data and Value TV service plan
18 was \$75.00.

19 33. The final page in the online order process was the “Schedule Installation” and
20 order submission webpage (**Exhibit D**). On this webpage, which contained a “Place Order”
21 button, Suddenlink again stated that the “Monthly Total” was \$81.00 and that the “Monthly
22 Charge” for the Internet 100 Unlimited Data and Value TV service plan was \$75.00.

23 34. On none of these order process webpages was there any mention of the
24 additional Network Enhancement Fee or its amount.

25 35. In fact, the advertised price for the internet service plan was false, because it did
26 not include the additional \$3.50 for the so-called Network Enhancement Fee which Suddenlink
27 automatically charged to all internet customers, and which was in fact a fabricated and
28 disguised double-charge for the promised internet service.

1 36. Any disclosures which Suddenlink made about the Network Enhancement Fee
2 were themselves part and parcel of Suddenlink's deceptive practice, whereby Suddenlink
3 advertises and quotes the lower-than-actual internet service price and then deceptively presents
4 the Network Enhancement Fee as something separate even though it is a bogus fee for the same
5 internet service quoted in the internet service plan price. For example, the only way the
6 existence of the Network Enhancement Fee could be found in this purchase process as of at
7 least March 16, 2021, was if the consumer scrolled to the bottom of the initial "Choose
8 Services" webpage and noticed and clicked on a tiny "Disclaimer" hyperlink. (See Exhibit A,
9 screenshot of "Choose Services" webpage).

10 37. If the consumer clicked this small "Disclaimer" hyperlink, a pop-up box would
11 appear with pages of fine print for various Suddenlink service plans (see Exhibit E). Buried
12 deep in this fine print was the sentence: "EQUIP, TAXES & FEES: Free standard installation
13 with online orders. visit suddenlink.com/installation for details. . . . A \$3.50 Network
14 Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added
15 to bill, and are subject to change during and after promotion period." Nowhere in this tiny print
16 (which only displayed after clicking a small "Disclaimer" hyperlink at the bottom of the page)
17 does Suddenlink define or explain what the Network Enhancement Fee is.³

18 38. Even if a consumer saw this hidden disclaimer, the disclaimer simply reinforces
19 and furthers Suddenlink's deception that the (undefined) Network Enhancement Fee is to pay
20 for something separate from the internet service itself, even though the Fee is in fact an
21 invented double-charge for the same internet service quoted in the internet service plan price.
22 Even worse, the disclaimer is additionally misleading because by listing the Network
23 Enhancement Fee in the fine print under "TAXES & FEES," Suddenlink is falsely and
24 intentionally indicating to the consumer that the Network Enhancement Fee is a legitimate

25 _____
26 ³ As of at least December 21, 2020, a definition of the Network Enhancement Fee could not be
27 found anywhere on the entire Suddenlink website. Even if a customer clicked on a tiny link in
28 the footer of the homepage for "Online help," and then did a search for "Network Enhancement
Fee" in the search bar, zero results were displayed. Likewise, on the sample internet service bill
which was posted in the "Online help" section of the Suddenlink website as of December 21,
2020, the Network Enhancement Fee was listed nowhere.

1 government fee outside of Suddenlink's control.⁴

2 39. Meanwhile, Suddenlink's form terms of service (the "Residential Services
3 Agreement"⁵) posted on the Suddenlink website does not name or disclose the existence of the
4 Network Enhancement Fee, despite listing and naming numerous other specific charges and
5 fees that customers need to pay.

6 **B. Suddenlink's Sales Agents Make False and Misleading Statements About**
7 **the Prices Suddenlink Charges for Its Cable Television Service Plans.**

8 40. Suddenlink also engages in this bait-and-switch scheme with consumers who
9 sign up for Suddenlink internet service plans over the phone, via internet chat, or at one of
10 Suddenlink's brick-and-mortar stores. When a consumer signs up for services through a
11 Suddenlink sales agent, the agent presents the consumer with the same menu of internet service
12 plans and prices that are on Suddenlink's sales website. The offers are exactly the same,
13 including the advertised monthly rate which excludes the Network Enhancement Fee.

14 41. Suddenlink's uniform policy and practice is for its sales agents (including
15 telesales agents and in-store sales staff) to: (1) not disclose or mention the existence of the
16 Network Enhancement Fee; and (2) quote prices for its internet service plans which *exclude* the
17 amount of the Network Enhancement Fee.

18 42. When Suddenlink agents quote customers the total order price (which excludes
19

20 ⁴ Days before the Complaint was filed, it appears that Suddenlink slightly revised part of the
21 online purchase process to now mention the existence and amount of the Network
22 Enhancement Fee. However, this additional disclosure does not bring Suddenlink's current
23 practices in compliance with California law, even with regard to the online purchase process.
24 Suddenlink continues to advertise and quote the lower-than-actual internet service price and
25 then deceptively present the Network Enhancement Fee as something separate even though it is
26 in fact an invented and arbitrary double-charge for the same internet service quoted in the
27 internet service plan price. The online advertised service plan prices and plan descriptions still
28 do not include or mention the Network Enhancement Fee; the "Choose Services" webpage still
does not mention the Fee; nowhere in the online purchase process is the Fee explained or
defined; and nowhere in the online purchase process is it disclosed that the Fee may be
increased in the middle of the supposedly fixed-price promotional period. Meanwhile, all other
deceptive practices, misrepresentations and omissions described in the Complaint remain
unchanged.

⁵ Available at <https://www.suddenlink.com/residential-services-agreement>, last accessed July
13, 2021.

1 the amount of the Network Enhancement Fee), the most they say, if anything, about any
2 additional charges is that the quoted price is the total “plus taxes” or “plus taxes and fees.” A
3 reasonable consumer would interpret the phrase “taxes and fees” to mean government or
4 regulatory charges, as opposed to an invented and arbitrary double-charge to provide the same
5 internet service that was quoted in the internet service plan price.

6 43. Discovery will show that Suddenlink has a uniform, standard policy of directing
7 its sales agents to not mention or disclose the existence of the Network Enhancement Fee or its
8 amount, and to at most mention (if at all) that the advertised price is the total monthly service
9 price plus “taxes” or “taxes and fees.”

10 44. Suddenlink sales agents are likewise trained to push promotional offers by
11 promising customers that the advertised service rates are guaranteed not to increase during the
12 promotional period. Suddenlink regularly advertises 12-month fixed-price promotions.
13 Suddenlink also often advertises “Price For Life” promotions, where Suddenlink promises that
14 the monthly service plan rate will not increase during the life of the customer’s service with
15 Suddenlink. These representations of fixed internet service rates are false because Suddenlink
16 in fact reserves the right to, and does, increase its service prices during the promotional period
17 by increasing the Network Enhancement Fee.

18 **C. Suddenlink Continues To Deceive Customers After They Sign Up.**

19 45. Suddenlink continues to deceive its customers about the Network Enhancement
20 Fee and the true monthly price of its internet services even after they have signed up and are
21 paying for the services.

22 46. Suddenlink first began sneaking the Network Enhancement Fee onto all of its
23 customers’ bills in February 2019, at a rate of \$2.50 per month. For customers who signed up
24 prior to February 2019, the first time they could have possibly learned about the existence of
25 the Fee was on their bill after the Fee was introduced. This could have been months or years
26 after the customer had signed up with Suddenlink, and it could have also been while the
27 customer was still under a promised fixed-price promotion (including a “Price For Life”
28 promotion).

1 47. For customers who signed up after Suddenlink began imposing the Network
2 Enhancement Fee, the billing statements were the first possible chance they could have learned
3 about the Fee, and by the time they received their first statement they were already committed
4 to their purchase.

5 48. Moreover, far from constituting even a belated disclosure, the monthly billing
6 statements serve to further Suddenlink's scheme and deception. The bill deceptively presents
7 the Network Enhancement Fee as something separate from the service, even though it is in fact
8 an invented and arbitrary double-charge for the same internet service quoted in the internet
9 service plan price. Suddenlink does not list the Network Enhancement Fee in the "Current
10 Monthly Charges" section of the bill, even though it is an ongoing monthly (bogus) extra
11 charge for internet service. Instead, Suddenlink buries the Fee in the "Taxes, Fees & Other
12 Charges" section of the bill, lumped together with purported taxes and government charges.
13 This misleadingly tells Suddenlink's customers that the Network Enhancement Fee is a tax or
14 other legitimate government fee, when in fact it is a bogus double-charge for the same internet
15 service quoted and promised at the advertised lower rate.

16 49. Suddenlink does not define or explain the Network Enhancement Fee anywhere
17 on its billing statements. Even worse, the only explanation about "fees" on the customer bill
18 that Suddenlink does provide indicates that all fees on the bill are government related. In the
19 fine print of the bill, under "Billing Information," Suddenlink states: "Your bill includes all
20 government fees." Moreover, for internet-only subscribers, such as Plaintiff Nick Vasquez, the
21 only "fee" that is typically on their bill is the Network Enhancement Fee.

22 50. Thus, even if a customer noticed the existence of the hidden Network
23 Enhancement Fee on the bill, the customer would reasonably assume—just as Suddenlink
24 intends—that the Fee is a legitimate government tax or fee outside of Suddenlink's control.

25 51. However, the Network Enhancement Fee is not a tax or government fee. The
26 Fee is not even a third-party pass-through charge. Suddenlink invented the so-called "Network
27 Enhancement Fee" out of whole cloth, and the existence of the Fee and its amount are arbitrary
28 and entirely within Suddenlink's control. Suddenlink concocted the Fee as a way to deceptively

1 charge more for its internet service without advertising a higher rate and to covertly increase
2 customers' rates, including during their promised fixed-rate promotional period.

3 52. Many, if not most, customers will not read the printed monthly statements
4 described above at all because Suddenlink encourages its customers to sign up for electronic
5 billing and automatic payment in lieu of receiving paper statements.

6 53. If a customer happens to notice the Network Enhancement Fee has been charged
7 on the customer's monthly statement and contacts Suddenlink via phone or online to inquire
8 about the Fee, Suddenlink agents falsely tell the customer that the Fee is a tax or a pass-through
9 government charge over which Suddenlink has no control.

10 **D. Suddenlink Intentionally Makes It Difficult for Customers to Cancel**
11 **Service.**

12 54. If customers realize that their actual total monthly bill is higher than promised
13 when they receive their monthly billing statements, they cannot simply back out of the deal
14 without penalty or cost, even if they notice the Network Enhancement Fee overcharge on their
15 very first statement.

16 55. First, Suddenlink's 30-Day Money Back Guarantee *excludes* the Network
17 Enhancement Fee. According to Suddenlink's website: "30-day money back is only on the
18 monthly service fee," i.e., only on the base price of the service.⁶

19 56. Second, most customers, including Plaintiff Nick Vasquez, were required to pay
20 a one-time non-refundable "Standard Installation" charge on sign-up. When Mr. Vasquez
21 signed up for services in September 2020, he was billed and paid a \$59.00 "Standard
22 Installation" charge.

23 57. Third, Suddenlink's Residential Services Agreement has an "Early Termination
24 Fees" provision, which states at Section 5: "If you cancel, terminate or downgrade the
25 Service(s) before the completion of any required promotional term to which You agreed
26 ('Initial Term'), you agree to pay Suddenlink any applicable early cancellation fee plus all
27

28 ⁶ See <https://www.suddenlink.com/promotion-offer-disclaimers> (last accessed July 13, 2021).

1 outstanding charges for all Services used and Equipment purchased for which you have not
2 paid us prior to termination.”⁷ This indicates to customers that if they terminate service prior to
3 end of their promotional fixed-price period, they may be subject to a “cancellation fee.”

4 58. Fourth, Suddenlink does not pro-rate cancellations. Thus, customers are
5 charged for the cost of the *entire* month even if they cancel on the very first day of the service
6 month.⁸

7 59. Fifth, customers may also rent or purchase equipment to use exclusively with
8 Suddenlink’s services, such as internet and telephone modems and wireless routers, and digital
9 cable converter boxes.

10 60. Suddenlink’s installation fee, refusal to provide a full refund despite the
11 purported 30-day money back guarantee, refusal to pro-rate cancellations, and early termination
12 fee are designed by Suddenlink to penalize and deter customers from cancelling after signing
13 up. And Suddenlink’s policies are deliberately and knowingly designed by Suddenlink to lock
14 customers in if and when they deduce that they are being charged more per month than
15 advertised for Suddenlink’s internet services.

16 61. Because the initial amount of the Network Enhancement Fee (\$2.50 in February
17 2019) and the subsequent increase of \$1.00 approximately a year later were relatively small in
18 proportion to Suddenlink’s total monthly charges, Suddenlink knew that its customers were
19 unlikely to notice the increased charge on the total price on their monthly bills. Given that
20 legitimate taxes and other government-related charges can already vary by amounts of a dollar
21 or so from month to month, Suddenlink knows that its customers reasonably expect small
22 changes in the total amount billed each month. Suddenlink knows that its customers would not
23 be readily able to tell that Suddenlink increased the service price via the Network Enhancement
24 Fee by merely comparing the total amount billed in a particular month to the total amount

25 _____
26 ⁷ See <https://www.suddenlink.com/residential-services-agreement> (last accessed July 13, 2021).

27 ⁸ The Residential Services Agreement states: “PAYMENTS ARE NONREFUNDABLE AND
28 THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIODS. ... Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period.”

1 billed in the prior month or months. And even if customers did notice, they would be fooled
2 into thinking the increase was due to a change in a tax or government fee because the Network
3 Enhancement Fee was hidden in the “taxes” section of the bill and “fees” are only described as
4 “government fees” on the bill.

5 62. When Suddenlink increased the Network Enhancement Fee in 2020, Suddenlink
6 hid the increase by providing no disclosure or explanation whatsoever anywhere on the first
7 billing statement containing the increase, other than listing the increased Fee itself (buried in
8 the “Taxes, Fees & Other Charges” section). Even a customer who read the entire bill would
9 have zero notice that Suddenlink had increased the Fee, or whether or why the customer’s new
10 monthly bill was higher than the prior month’s total.

11 **PLAINTIFF’S FACTUAL ALLEGATIONS**

12 63. Plaintiff Nick Vasquez is, and at all relevant times has been, a citizen and
13 resident of Humboldt County, California.

14 64. On or around August 28, 2020, Mr. Vasquez went to the Suddenlink website to
15 learn about Suddenlink’s internet service offerings for his residence in Arcata, California.

16 65. After browsing Suddenlink’s internet service plan offerings, Mr. Vasquez
17 selected Suddenlink’s Internet 100 service plan, which Suddenlink advertised would be fixed in
18 price for a one-year promotional period.

19 66. Mr. Vasquez was then brought to the “Customize Your Service” webpage.
20 Suddenlink displayed on the right side of the webpage that the “Monthly Charges” for the
21 Internet 100 service plan would be \$40.00, minus a \$5.00 discount if he enrolled in “Auto Pay.”
22 Suddenlink repeated these representations of the “Monthly Charges” for the internet service
23 plan on the following “Customer Info” and “Schedule Installation” webpages. Suddenlink
24 made no mention of the additional Network Enhancement Fee or its amount on any of these
25 webpages.

26 67. On the order submission webpage, Mr. Vasquez chose not to select the option to
27 enroll in “Auto Pay.” Suddenlink indicated again on the webpage that without the “Auto Pay”
28 discount, the “Monthly Charges” for the Internet 100 service plan would be \$40.00. Suddenlink

1 made no mention of the additional Network Enhancement Fee or its amount.

2 68. Based on these representations, Mr. Vasquez submitted his order by clicking on
3 the “Place Order” button.

4 69. At no point was Mr. Vasquez aware that Suddenlink would bill him any
5 additional monthly internet service charges above the \$40.00 promised rate. At no point did
6 Mr. Vasquez view any mention of the existence of additional monthly internet service charges
7 such as the Network Enhancement Fee.

8 70. When Mr. Vasquez purchased his internet service plan, he also paid Suddenlink
9 a one-time installation fee of \$59.00.

10 71. During his first several months of service, Mr. Vasquez did not notice the
11 additional \$3.50 monthly Network Enhancement Fee on his bills. Rather than listing or
12 including the Fee in the “Current Monthly Charges” section of the bill, Suddenlink listed the
13 Fee in a separate “Taxes, Fees & Other Charges” section. On Plaintiff’s first bill (September
14 2020), the \$3.50 Network Enhancement Fee was grouped together with an \$0.85 Sales Tax. On
15 his next bill (October 2020), the Fee was grouped with a - \$0.60 Sales Tax. For Plaintiff’s
16 subsequent bills, the Network Enhancement Fee was the only charge under the “Taxes, Fees &
17 Other Charges” section. The only explanation of “fees” on Mr. Vasquez’s bill was in the fine
18 print, which stated: “Your bill includes all government fees.” Even if Mr. Vasquez had noticed
19 the Fee, he would have reasonably assumed that the Network Enhancement Fee—which was
20 the only “fee” on his bill—was a government fee.

21 72. Suddenlink’s billing statements did not inform or adequately disclose to Mr.
22 Vasquez that Suddenlink was adding a bogus double-charge for internet service which it
23 disguised in the form of the “Network Enhancement Fee” each month. Suddenlink never
24 adequately or accurately disclosed the true nature of the Network Enhancement Fee.

25 73. Mr. Vasquez did not know, nor could he have known, that the Network
26 Enhancement Fee was invented by Suddenlink as part of a scheme to covertly charge a higher
27 price for internet service than advertised and as a way to raise the monthly rate at any time,
28 even during Mr. Vasquez’s 12-month fixed-price promotional period.

1 74. The first Mr. Vasquez ever learned of the Network Enhancement Fee’s existence
2 was in March 2021.

3 75. When Mr. Vasquez signed up for Suddenlink internet services in August 2020,
4 he was relying on Suddenlink’s prominent representations regarding the \$40.00 fixed monthly
5 price of the internet service. Mr. Vasquez did not expect (and Suddenlink did not tell him) that
6 Suddenlink would actually charge him \$43.50 per month for the internet service. That
7 information would have been material to him. If Mr. Vasquez had known that information, he
8 would not have been willing to pay as much for the internet service plan and would have acted
9 differently.

10 76. As of the date of filing, Mr. Vasquez has suffered damages of \$35.00 in
11 payments of the Network Enhancement Fee.

12 77. Mr. Vasquez has a legal right to rely now, and in the future, on the truthfulness
13 and accuracy of Suddenlink’s representations and advertisements regarding its internet service
14 plan prices. Mr. Vasquez believes that he was given the services Suddenlink promised him—
15 just not at the price Suddenlink promised and advertised to him. Mr. Vasquez would sign up
16 for Suddenlink services again if he could have confidence regarding the truth of Suddenlink’s
17 service prices.

18 78. Mr. Vasquez would consider purchasing services from Suddenlink in the future,
19 but he will be harmed if, in the future, he is left to guess as to whether Suddenlink’s
20 representations are accurate and whether there are omissions of material facts regarding the
21 services being advertised and represented to him.

22 **CLASS ALLEGATIONS**

23 79. Plaintiff Nick Vasquez brings this class-action lawsuit on behalf of himself and
24 the members of the following class (the “Class”):

25 **All current and former Suddenlink customers who were**
26 **charged a “Network Enhancement Fee” on their bill for**
27 **Suddenlink internet services received in California within the**
applicable statute of limitations.

28 80. Specifically excluded from the Class are Suddenlink and any entities in which

1 Suddenlink has a controlling interest, Suddenlink's agents and employees, the bench officers to
2 whom this civil action is assigned, and the members of each bench officer's staff and
3 immediate family.

4 81. *Numerosity*. The number of members of the Class are so numerous that joinder
5 of all members would be impracticable. Plaintiff does not know the exact number of Class
6 members prior to discovery. However, based on information and belief, there are between
7 19,000 and 25,000 Class members. The exact number and identities of Class members are
8 contained in Suddenlink's records and can be easily ascertained from those records.

9 82. *Commonality and Predominance*. Common legal or factual questions affect the
10 members of the Class. These questions predominate over questions that might affect individual
11 Class members. These common questions include, but are not limited to:

- 12 a. Whether California law applies to the claims of Plaintiff and the Class;
- 13 b. Whether Suddenlink employs a uniform policy of charging the Network
14 Enhancement Fee to its California customers;
- 15 c. Whether the Network Enhancement Fee is a bogus or made-up fee;
- 16 d. Whether the amount of the Network Enhancement Fee is arbitrary;
- 17 e. Whether the Network Enhancement fee is a disguised double-charge for
18 internet service;
- 19 f. What is the nature and purpose of the Network Enhancement Fee;
- 20 g. What costs does the Network Enhancement Fee pay for and how are the
21 revenues from the Network Enhancement Fee spent;
- 22 h. Why did Suddenlink decide to start charging the Network Enhancement
23 Fee;
- 24 i. Why does Suddenlink not include the amount of the Network
25 Enhancement Fee in the advertised and quoted service plan price;
- 26 j. Whether Suddenlink's policy and practice of advertising and quoting the
27 prices of its internet service plans without including the amount of the Network Enhancement
28 Fee is false, deceptive, or misleading;

1 k. Whether Suddenlink’s policy and practice of advertising and
2 representing that the prices of its internet service plans are fixed and will not increase during a
3 specified promotional period, when in fact Suddenlink reserves the right to increase service
4 prices during that period by increasing the Network Enhancement Fee, is false, deceptive, or
5 misleading;

6 l. Whether Suddenlink employs a uniform policy and practice of listing the
7 Network Enhancement Fee in the “Taxes, Fees & Other Charges” section of the customer bill;

8 m. Why did Suddenlink decide to list the Network Enhancement Fee in the
9 “Taxes, Fees & Other Charges” section of the bill, and to not list the Fee in the “Current
10 Monthly Charges” section of the bill;

11 n. Why does Suddenlink not define or explain the Network Enhancement
12 Fee in its monthly billing statements;

13 o. Whether Suddenlink deliberately hides and obscures the nature of the
14 Network Enhancement Fee in its billing statements;

15 p. Whether Suddenlink adequately or accurately disclosed the existence of
16 the Network Enhancement Fee, its nature, or its amount, to the Class;

17 q. Whether Suddenlink’s misrepresentations and misconduct alleged herein
18 violate California Civil Code § 1750 *et seq.* (CLRA), California Business & Professions Code §
19 17500 *et seq.* (FAL), and California Business & Professions Code § 17200 *et seq.* (UCL); and

20 r. Whether Plaintiff and the Class are entitled to an order prohibiting
21 Suddenlink from continuing to charge them the Network Enhancement Fee.

22 83. **Typicality.** Plaintiff’s claims are typical of Class members’ claims. Plaintiff and
23 Class members all sustained injury as a direct result of Suddenlink’s standard practices and
24 schemes, bring the same claims, and face the same potential defenses.

25 84. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.
26 Plaintiff has no interests antagonistic to Class members’ interests. Plaintiff has retained counsel
27 with considerable experience and success in prosecuting complex class action and consumer
28 protection cases.

1 85. *Superiority*. Further, a class action is superior to all other available methods for
2 fairly and efficiently adjudicating this controversy. Each Class member's interests are small
3 compared to the burden and expense required to litigate each of their claims individually, so it
4 would be impractical and would not make economic sense for class members to seek individual
5 redress for Defendants' conduct. Individual litigation would add administrative burden on the
6 courts, increasing the delay and expense to all parties and to the court system. Individual
7 litigation would also create the potential for inconsistent or contradictory judgments regarding
8 the same uniform conduct. A single adjudication would create economies of scale and
9 comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
10 difficulties in managing a class action trial.

11 86. By their conduct and omissions alleged herein, Defendants have acted and
12 refused to act on grounds that apply generally to the Class.

13 87. The prosecution of separate actions by individual Class members would create a
14 risk of inconsistent or varying adjudications.

15 88. A class action is the only practical, available method for the fair and efficient
16 adjudication of the controversy since, inter alia, the harm suffered by each Class member is too
17 small to make individual actions economically feasible.

18 89. Common questions will predominate, and there will be no unusual
19 manageability issues.

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

1 actual or potential buyer or customer.

2 **CAUSES OF ACTION**

3 **COUNT I**

4 **Violation of the Consumers Legal Remedies Act (“CLRA”)**
5 **California Civil Code § 1750 *et seq.***

6 91. Plaintiff Nick Vasquez realleges and incorporates by reference all paragraphs
7 previously alléged herein.

8 92. Plaintiff brings this claim in his individual capacity, in his capacity as a private
9 attorney general seeking the imposition of public injunctive relief to protect the general public,
10 and as a representative of the Class.

11 93. Each Defendant is a “person,” as defined by Cal. Civ. Code § 1761(c).

12 94. Plaintiff and Class members are each “consumers,” as defined by Cal. Civ. Code
13 §1761(d).

14 95. Suddenlink’s internet service plans—including service plans that “bundle”
15 internet with other services such as television and telephone—are “services,” as defined by Cal.
16 Civ. Code § 1761(b).

17 96. The purchase of a Suddenlink internet service plan by Plaintiff and Class
18 members is a “transaction,” as defined by Cal. Civ. Code § 1761(e).

19 97. Plaintiff and Class members purchased Suddenlink’s internet service plans for
20 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

21 98. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
22 of the transactions at issue occurred in this county. Plaintiff’s declaration establishing that this
23 Court is a proper venue for this action is attached hereto as **Exhibit F**.

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

28 100. Suddenlink intentionally deceived Plaintiff and the Class, and continues to
deceive the general public, by:

1 a. Misrepresenting the prices of Suddenlink’s internet service plans by
2 advertising or quoting an internet service plan price that does not include applicable monthly
3 service charges such as the Network Enhancement Fee;

4 b. Inventing a bogus “Network Enhancement Fee” out of whole cloth and
5 not including that Fee amount in the advertised and quoted price of the internet service plan,
6 when in fact the Fee is an arbitrary and disguised double-charge for the internet service
7 promised in the plan;

8 c. Misrepresenting that the prices of its internet service plans are fixed and
9 will not increase during a specified promotional period, when in fact Suddenlink reserves the
10 right to increase service prices during that period by increasing discretionary monthly service
11 charges such as the Network Enhancement Fee;

12 d. Misrepresenting the nature of the Network Enhancement Fee, including
13 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
14 fee, or charge over which Suddenlink has no control; and

15 e. Misrepresenting the nature of the Network Enhancement Fee on the
16 customer bill by burying it alongside taxes and government fees in the “Taxes, Fees & Other
17 Charges” section of the bill.

18 101. Suddenlink’s conduct alleged herein has violated the CLRA in multiple respects,
19 including, but not limited to, the following:

20 a. Suddenlink represented that its internet service plans had characteristics
21 that they did not have (Cal. Civ. Code § 1770(a)(5));

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

24 c. Suddenlink made false or misleading statements of fact concerning
25 reasons for, existence of, or amounts of, price reductions. (Cal. Civ. Code § 1770(a)(13));

26 d. Suddenlink misrepresented that its internet service plans were supplied
27 in accordance with previous representations when they were not (Cal. Civ. Code
28 § 1770(a)(16)); and

1 e. Suddenlink inserted unconscionable provisions in its consumer
2 agreements, including an arbitration clause which waives the right to seek public injunctive
3 relief in any forum, in violation of California law (Cal. Civ. Code § 1770(a)(19)).

4 102. With respect to any omissions, Suddenlink at all relevant times had a duty to
5 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
6 knowledge of material information that was not known to Plaintiff and Class members; (b)
7 Suddenlink concealed material information from Plaintiff and Class members; and (c)
8 Suddenlink made partial representations, including regarding the supposed monthly rate of its
9 internet service plans, which were false and misleading absent the omitted information.

10 103. Suddenlink's misrepresentations deceive and have a tendency to deceive the
11 general public.

12 104. Suddenlink's misrepresentations are material, in that a reasonable person would
13 attach importance to the information and would be induced to act on the information in making
14 purchase decisions.

15 105. Plaintiff and Class members reasonably relied on Suddenlink's material
16 misrepresentations, and would not have purchased, or would have paid less money for,
17 Suddenlink's internet services had they known the truth.

18 106. As a direct and proximate result of Suddenlink's violations of the CLRA,
19 Plaintiff and Class members have been harmed and lost money or property in the amount of the
20 Network Enhancement Fees they have been charged and paid. Moreover, Suddenlink continues
21 to charge Plaintiff and Class members the Network Enhancement Fee and may continue to
22 increase its service prices via Fee increases.

23 107. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
24 and the general public.

25 108. Plaintiff lacks an adequate remedy at law to prevent Suddenlink's continued
26 misrepresentations. Suddenlink's conduct is ongoing and is likely to continue and recur absent
27 a permanent injunction.

28 109. Plaintiff, on behalf of himself and as a private attorney general, seeks public

1 injunctive relief under the CLRA to protect the general public from Suddenlink's false
2 advertising and misrepresentations.

3 110. In accordance with California Civil Code § 1782(a), on May 3, 2021, Plaintiff,
4 through counsel, served Defendants with notice of their CLRA violations by USPS certified
5 mail, return receipt requested. Defendants did not respond whatsoever to Plaintiff's notification
6 letter. Defendants failed to give, or to agree to give within a reasonable time, an appropriate
7 correction, repair, replacement, or other remedy for their CLRA violations within 30 days of
8 their receipt on May 11, 2021, of the CLRA demand notice. Accordingly, pursuant to Sections
9 1780 and 1782(b) of the CLRA, Plaintiff and the Class are entitled to recover actual damages
10 (currently estimated to be approximately \$1.8 million), attorneys' fees and costs, and any other
11 relief the Court deems proper for Suddenlink's CLRA violations.

12 **COUNT II**

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

14 111. Plaintiff realleges and incorporates by reference all paragraphs previously
15 alleged herein.

16 112. Plaintiff brings this claim in his individual capacity, in his capacity as a private
17 attorney general seeking the imposition of public injunctive relief to protect the general public,
18 and as a representative of the Class.

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

23 a. Misrepresenting the prices of Suddenlink's internet service plans by
24 advertising or quoting an internet service plan price that does not include applicable monthly
25 service charges such as the Network Enhancement Fee;

26 b. Misrepresenting that the prices of its internet service plans are fixed and
27 will not increase during a specified promotional period, when in fact Suddenlink reserves the
28 right to increase service prices during that period by increasing discretionary monthly service

1 charges such as the Network Enhancement Fee; and

2 c. Misrepresenting the nature of the Network Enhancement Fee, including
3 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
4 fee, or charge over which Suddenlink has no control.

5 114. Suddenlink committed such violations of the FAL with actual knowledge that its
6 advertising was misleading, or Suddenlink, in the exercise of reasonable care, should have
7 known that its advertising was misleading.

8 115. Suddenlink's misrepresentations deceive and have a tendency to deceive the
9 general public.

10 116. Suddenlink intentionally deceived Plaintiff and Class members, and continues to
11 deceive the public.

12 117. Suddenlink's misrepresentations are material, in that a reasonable person would
13 attach importance to the information and would be induced to act on the information in making
14 purchase decisions.

15 118. Plaintiff and Class members reasonably relied on Suddenlink's material
16 misrepresentations, and would not have purchased, or would have paid less money for,
17 Suddenlink's internet services had they known the truth.

18 119. By its conduct alleged herein, Suddenlink received more money from Plaintiff
19 and Class members than it should have received, and that money is subject to restitution.

20 120. As a direct and proximate result of Suddenlink's violations of the FAL, Plaintiff
21 and Class members have been harmed and lost money or property in the amount of the
22 Network Enhancement Fees they have been charged and paid. Moreover, Suddenlink continues
23 to charge Plaintiff and Class members the Network Enhancement Fee and may continue to
24 increase its service prices via Fee increases.

25 121. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
26 and the general public.

27 122. Plaintiff lacks an adequate remedy at law to prevent Suddenlink's continued
28 false advertising practices. Suddenlink's conduct is ongoing and is likely to continue and recur

1 absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining Suddenlink from
2 committing such practices.

3 123. Plaintiff, on behalf of himself and as a private attorney general, seeks public
4 injunctive relief under the FAL to protect the general public from Suddenlink's false
5 advertising.

6 124. Plaintiff further seeks an order granting restitution to Plaintiff and Class
7 members in an amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees
8 and costs under Cal. Code Civ. Proc. § 1021.5.

9 **COUNT III**
10 **Violation of California's Unfair Competition Law**
11 **California Business and Professions Code § 17200 *et seq.***

12 125. Plaintiff realleges and incorporates by reference all paragraphs previously
13 alleged herein.

14 126. Plaintiff brings this claim in his individual capacity, in his capacity as a private
15 attorney general seeking the imposition of public injunctive relief to protect the general public,
16 and as a representative of the Class.

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

20 128. Suddenlink has violated the UCL by engaging in the following **unlawful**
21 business acts and practices:

22 a. Making material misrepresentations in violation of Cal. Civ. Code §§
23 1770(a)(5, 9, 13 & 16) (the CLRA);

24 b. Inserting unconscionable provisions in its consumer agreements in
25 violation of Cal. Civ. Code § 1770(a)(19) (the CLRA), including an arbitration clause which
26 waives the right to seek public injunctive relief in any forum in violation of California law;

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

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

1 129. Suddenlink has violated the UCL by engaging in the following unfair and
2 fraudulent business acts and practices:

3 a. Misrepresenting the prices of Suddenlink’s internet service plans by
4 advertising or quoting an internet service plan price that does not include applicable monthly
5 service charges such as the Network Enhancement Fee;

6 b. Inventing a bogus “Network Enhancement Fee” out of whole cloth and
7 not including that Fee amount in the advertised and quoted price of the internet service plan,
8 when in fact the Fee is an arbitrary and disguised double-charge for the internet service
9 promised in the plan;

10 c. Misrepresenting that the prices of its internet service plans are fixed and
11 will not increase during a specified promotional period, when in fact Suddenlink reserves the
12 right to increase service prices during that period by increasing discretionary monthly service
13 charges such as the Network Enhancement Fee;

14 d. Misrepresenting the nature of the Network Enhancement Fee, including
15 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
16 fee, or charge over which Suddenlink has no control; and

17 e. Misrepresenting the nature of the Network Enhancement Fee on the
18 customer bill by burying it alongside taxes and government fees in the “Taxes, Fees & Other
19 Charges” section of the bill.

20 130. Suddenlink’s misrepresentations were likely to mislead reasonable consumers.

21 131. Suddenlink’s misrepresentations deceive and have a tendency to deceive the
22 general public.

23 132. Suddenlink’s misrepresentations are material, in that a reasonable person would
24 attach importance to the information and would be induced to act on the information in making
25 purchase decisions.

26 133. Suddenlink intentionally deceived Plaintiff and Class members, and continues to
27 deceive the public.

28 134. Plaintiff and Class members reasonably relied on Suddenlink’s material

1 misrepresentations, and would not have purchased, or would have paid less money for,
2 Suddenlink's internet services had they known the truth.

3 135. By its conduct alleged herein, Suddenlink received more money from Plaintiff
4 and Class members than it should have received, and that money is subject to restitution.

5 136. As a direct and proximate result of Suddenlink's unfair, unlawful, and
6 fraudulent conduct, Plaintiff and Class members lost money in the amount of the Network
7 Enhancement Fees they have been charged and paid. Moreover, Suddenlink continues to
8 charge Plaintiff and Class members the Network Enhancement Fee and may continue to
9 increase its service prices via Fee increases.

10 137. Suddenlink's conduct alleged herein is immoral, unethical, oppressive,
11 unscrupulous, unconscionable, and substantially injurious to Plaintiff, Class members, and the
12 general public. Perpetrating a years-long scheme of misleading and overcharging customers is
13 immoral, unethical, and unscrupulous. Moreover, Suddenlink's conduct is oppressive and
14 substantially injurious to consumers. By its conduct alleged herein, Suddenlink has improperly
15 extracted approximately \$1.8 million dollars from the Class. There is no utility to Suddenlink's
16 conduct, and even if there were any utility, it would be significantly outweighed by the gravity
17 of the harm to consumers caused by Suddenlink's conduct alleged herein.

18 138. Plaintiff lacks an adequate remedy at law. Suddenlink's conduct is ongoing and
19 is likely to continue and recur absent a permanent injunction.

20 139. Plaintiff, on behalf of himself and as a private attorney general, seeks public
21 injunctive relief under the UCL to protect the general public from Suddenlink's false
22 advertisements and misrepresentations.

23 140. Plaintiff further seeks an order granting restitution to Plaintiff and Class
24 members in an amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees
25 and costs under Cal. Code Civ. Proc. § 1021.5.

26
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28

PRAYER FOR RELIEF

Public Injunctive Relief:

A. In order to prevent injury to the general public, Plaintiff Nick Vasquez individually and as a private attorney general, requests that the Court enter a public injunction against Suddenlink under the CLRA, FAL, and UCL as follows:

1. Permanently enjoin Suddenlink from advertising or quoting an internet service plan⁹ price if that price does not include any applicable monthly service charges such as the Network Enhancement Fee;

2. Permanently enjoin Suddenlink from advertising or representing that the prices of its internet service plans are fixed and will not increase during a specified promotional period, when in fact Suddenlink reserves the right to increase the service price during that period by increasing discretionary monthly service charges such as the Network Enhancement Fee;

3. Permanently enjoin Suddenlink, including Suddenlink’s sales and customer service agents, from stating to members of the public that the Network Enhancement Fee is any of the following: (a) a tax; (b) a government fee; (c) a regulatory fee; or (d) a charge over which Suddenlink has no control;

4. Permanently enjoin Suddenlink from inventing a bogus internet service fee (such as, but not limited to, the “Network Enhancement Fee”) out of whole cloth and then not including that fee amount in the advertised and quoted price of the internet service plan, when in fact the fee is an arbitrary and disguised double-charge for the internet service promised in the plan; and

5. Retain jurisdiction to monitor Suddenlink’s compliance with the permanent public injunctive relief.

⁹ The term “internet service plan” as used in this Complaint includes a service plan that “bundles” internet with other services such as television or phone.

1 **Public Declaratory Relief:**

2 B. On behalf of the general public, Plaintiff Nick Vasquez as a private attorney
3 general requests that the Court declare that the following practices by Suddenlink are unlawful
4 under California law:

5 1. Misrepresenting the prices of Suddenlink's internet service plans by
6 advertising or quoting an internet service plan price that does not include applicable monthly
7 service charges such as the Network Enhancement Fee;

8 2. Misrepresenting that the prices of its internet service plans are fixed and
9 will not increase during a specified promotional period, when in fact Suddenlink reserves the
10 right to increase service prices during that period by increasing discretionary monthly service
11 charges such as the Network Enhancement Fee;

12 3. Misrepresenting the nature of the Network Enhancement Fee, including
13 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
14 fee, or charge over which Suddenlink has no control; and

15 4. Inventing a bogus internet service fee (such as, but not limited to, the
16 "Network Enhancement Fee") out of whole cloth and not including that fee amount in the
17 advertised and quoted price of the internet service plan, when in fact the fee is an arbitrary and
18 disguised double-charge for the internet service promised in the plan.

19
20 **Individual and Class Relief:**

21 C. On behalf of himself and the proposed Class, Plaintiff Nick Vasquez requests
22 that the Court order relief and enter judgment against Suddenlink as follows:

23 1. Order Suddenlink to discontinue charging Plaintiff and Class members
24 the Network Enhancement Fee;

25 2. Order disgorgement or restitution, including, without limitation,
26 disgorgement of all revenues, profits and/or unjust enrichment that Suddenlink obtained,
27 directly or indirectly, from Plaintiff and Class members as a result of the unlawful conduct
28 alleged herein;

1 3. Declare that the following practices by Suddenlink are unlawful under
2 California law:

3 (a) Misrepresenting the prices of Suddenlink’s internet service plans
4 by advertising or quoting an internet service plan price that does not include applicable monthly
5 service charges such as the Network Enhancement Fee;

6 (b) Misrepresenting that the prices of its internet service plans are
7 fixed and will not increase during a specified promotional period, when in fact Suddenlink
8 reserves the right to increase service prices during that period by increasing discretionary
9 monthly service charges such as the Network Enhancement Fee;

10 (c) Misrepresenting the nature of the Network Enhancement Fee,
11 including by stating or indicating that the Network Enhancement Fee is a tax, government fee,
12 regulatory fee, or charge over which Suddenlink has no control;

13 (d) Misrepresenting the nature of the Network Enhancement Fee on
14 the customer bill by burying it alongside taxes and government fees in the “Taxes, Fees &
15 Other Charges” section of the bill; and

16 (e) Inventing a bogus internet service fee (such as, but not limited to,
17 the “Network Enhancement Fee”) out of whole cloth and then not including that fee amount in
18 the advertised and quoted price of the internet service plan, when in fact the fee is an arbitrary
19 and disguised double-charge for the internet service promised in the plan.

20 4. Order Suddenlink to pay damages in the amount of the Network
21 Enhancement Fee charges paid by Plaintiff and Class members, which is currently estimated to
22 total \$1.8 million;

23 5. Order Suddenlink to pay court attorneys’ fees, costs, and pre-judgment
24 and post-judgment interest to the extent allowed by law; and

25 6. Grant such other relief as this Court deems just and proper.
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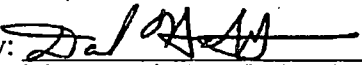
DEMAND FOR JURY TRIAL

Plaintiff Nick Vasquez, individually, as a private attorney general to protect the general public, and as a class representative on behalf of all others similarly situated, demands a trial by jury on all issues so triable.

DATED this 19th day of July, 2021.

Presented by:

HATTIS & LUKACS

By: 
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Paul Karl Lukacs (SBN 197007)
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Attorneys for Plaintiff Nick Vasquez
And the Proposed Class

EXHIBIT A

EXHIBIT A

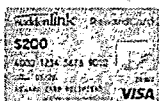
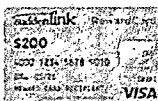
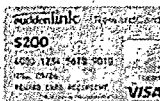
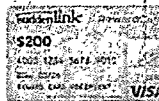
“Choose Services” Webpage

Offer Unlocked. Use code **1MDE010** for \$10 off your TV bundle.

suddenlink 11844 ATWOOD RD, AUBURN, CA 95603

Choose Services | Customize | Customer info | Schedule Installation | Order Confirmation

SHOW ME BUNDLES WITH: Internet Television Home Phone

<p>Internet 75 and Basic TV</p> <p>\$40⁰⁰ mo./1 yr</p> <p>Plus taxes, fees and other charges Includes Auto Pay and Paperless Billing</p> <p>Select</p>  <p>FREE INSTALL</p> <p>UP TO 75 MBPS</p> <p>50+ Channels</p> <p>50+ Channels: All major networks including local programming</p> <p>More Details • Disclaimer</p>	<p>Internet 75 and Value TV</p> <p>\$50⁰⁰ mo./1 yr</p> <p>Plus taxes, fees and other charges Includes Auto Pay and Paperless Billing</p> <p>Select</p>  <p>FREE INSTALL</p> <p>UP TO 75 MBPS</p> <p>225+ Channels <i>View all channels</i></p> <p>210+ favorite channels including TNT, HGTV, & ESPN</p> <p>More Details • Disclaimer</p>	<p>Internet 100 Unlimited Data and Value TV</p> <p>\$70⁰⁰ mo./1 yr</p> <p>Plus taxes, fees and other charges Includes Auto Pay and Paperless Billing</p> <p>Select</p>  <p>FREE INSTALL</p> <p>UP TO 100 MBPS</p> <p>225+ Channels <i>View all channels</i></p> <p>210+ favorite channels including TNT, HGTV, & ESPN</p> <p>More power for multi-device streaming and game play</p> <p>More Details • Disclaimer</p>	<p>Internet 150 Unlimited Data and Value TV</p> <p>\$90⁰⁰ mo./1 yr</p> <p>Plus taxes, fees and other charges Includes Auto Pay and Paperless Billing</p> <p>Select</p>  <p>FREE INSTALL</p> <p>UP TO 150 MBPS</p> <p>225+ Channels <i>View all channels</i></p> <p>210+ favorite channels including TNT, HGTV, & ESPN</p> <p>Our fastest speed available</p> <p>More Details • Disclaimer</p>
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When connection speeds. Wifi speeds may vary.

Cart ID: LBS2AHM0

Home & Pages | Distribution





EXHIBIT B

EXHIBIT B

"Customize" Webpage


31822 ATWOOD RD, AUBURN, CA 95603

Order Services
Customize
Customize
Schedule Installation
Order Confirmation

CUSTOMIZE YOUR SERVICE

SET UP YOUR EQUIPMENT

- Modem** \$10.00/MO.
 - Smart Router
 - In-home WiFi
 - 24/7 Tech Support
- Use my own Modem & Wi-Fi Router
 - Requires a Suddenlink certified modem
 - Wireless routers, in-home Smart WiFi and free modem upgrades not included

How many TVs would you like service on? +

I would like Triple Any Room DVR

TV High Definition Cable Box \$11.00/MO.

New outlet installations are not covered and will require additional charges.

INTERNET EXPERIENCE

Internet 150 Unlimited Data for **\$20.00 more per month**

TV EXPERIENCE

Suddenlink Select TV for **\$15.00 more per month**

- 750 channels including NFL Network [View Channels](#)

Suddenlink Premier TV for **\$35.00 more per month**

- 340 channels including HBO Max & NFL Network [View Channels](#)

Add Channels

- HBO Max \$14.99/MO.
- Showtime and The Movie Channel \$10.99/MO.
- Starz and Starz Encore \$9.99/MO.
- Cinemax \$9.99/MO.
- Movie Package \$10.00/MO.
- Family Package \$10.00/MO.

EXPERIENCE MORE

Atlice Mobile

Pick your data. Switch any time. Starting at **\$14.00/month** per line

Yes, I'm interested in Atlice Mobile and would like to be contacted for more information

Add Home Phone

Home Phone for **\$10.00 more per month**

- Unlimited local and long distance calling anytime, to anywhere in the United States, Guam, Puerto Rico and the U.S. Virgin Islands with over 12 useful calling features.

Atlice Amplify

Atlice Amplify, the smart speaker with Amazon Alexa \$10.00/MO.

In-Home Protection Plan

Add Safeguard to cover in-home wire repairs \$4.99/MO.

INSTALLATION OPTIONS


- Free Installation FREE
- Premium Installation \$39.00

Back to Previous Page

YOUR PACKAGE

\$81.00

Get the best price on your service. Includes taxes and fees. Payment required at time of service. [View Details](#)



Internet 100 Unlimited Data and Value TV

Monthly Total \$81.00

Monthly Charges*

Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & Wi-Fi Router	\$0.00

One Time Charges:

\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

Promo Code:


*For residential customers only. Addt'l taxes & fees, surcharges and restrictions apply. First month's service, installation charge, activation fee if required and any local state balances apply. See terms & conditions for details. Internet includes monthly data cap.

EXHIBIT C

EXHIBIT C

"Customer Info" Webpage

Offer Unlocked: Use code [VIDEON] for \$10 off your TV bundle


11844 ATWOOD RD, AUBURN, CA 95603

✓ Choose Services
✓ Customize
3 Customer Info
 Schedule Installation
Order Confirmation

CUSTOMER INFORMATION

11844 Atwood Rd, Auburn, Ca 95603

Street Address City

State Zip

Date of Birth*

Month Day Year

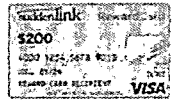
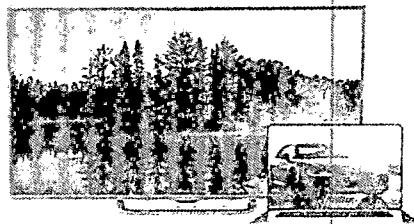
Click here to receive text messages regarding your installation appointment and order

Click here to receive Suddenlink email communications

By selecting "continue" you agree to having a customer service agent call the number above and you represent the number is your phone number

[Back to Previous Page](#)
Continue

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total \$81.00

Monthly Charges:

Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00

One Time Charges:

\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

Promo Code:

Enter Code Apply

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

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Cart ID: LBS2AHMD





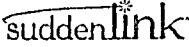





EXHIBIT D

EXHIBIT D

“Schedule Installation” and Order Submission Webpage

Offer Unavailable. Use code VIDE010 for \$10 off your TV bundle.


11844 ATWOOD RD, AUBURN, CA 95603

Choose Services
Customize
Customer Info
Schedule Installation
Order Confirmation

SCHEDULE INSTALLATION

Please select when you would like your services installed

I would like to choose my date and time for installation

I would like the next available installation time

8526446267


you have 33 characters remaining

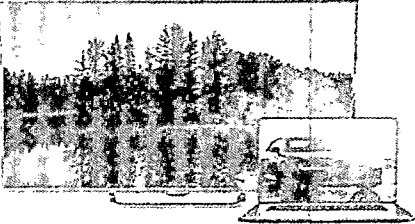
YOUR PACKAGE

\$200

Gift Card

REWARD CARD RECEIPT





ENROLL IN AUTO PAY

Auto Pay Information

Enroll in Auto Pay and Paperless Billing ^{to} to keep your \$5.00 discount?

Yes No

By enrolling in Auto Pay and Paperless Billing, you are agreeing to the Bill Pay and Paperless Billing Terms of Service

Place Order

By selecting Place Order, in you agree to having our automated phone system call the number entered above to confirm your appointment, inform you when our technicians are on the way to your home and to follow up on your satisfaction with our service; (ii) you represent that you are the Customer or Customer's authorized agent, (iii) you acknowledge that you have been given an opportunity to review the Residential Service Agreement found here and the Suddenlink Privacy Policy found here and agree to the terms; and (iv) you acknowledge that THE RESIDENTIAL SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Internet 100 Unlimited Data and Value TV	
Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

Call ID: LBS04114




EXHIBIT E

INTERNET, VALUE TV & PHONE WITH ALTICE ONE

INTERNET, SELECT TV & PHONE WITH ALTICE ONE

INTERNET, PREMIER TV & PHONE WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY: Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET, VALUE TV & PHONE

INTERNET, SELECT TV & PHONE

INTERNET, PREMIER TV & PHONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected svc within past 30 days or for seasonal move not eligible. Must maintain all svcs at req'd level and be in good standing to maintain promo pricing. Offer is not transferable, may not be combined w/other offers, is limited to advertised level of svc., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. SUDDENLINK PHONE: Unlimited Long Distance includes the 50 states as well as Guam, Puerto Rico, and the U.S. Virgin Islands and applies only to direct-dialed person-to-person calls from home phone. Phone usage must be consistent with typical residential voice usage. Phone service will not function in the event of battery backup failures or network or electrical outages. Phone service may not be compatible with all security and medical monitoring systems. BASIC TV: up to 75 channels for household for HD service. # of Dvr's, HD ch's & features depend on package & location. Some on Demand titles available at add'l charge. All svcs & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a

MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY, Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET & VALUE TV WITH ALTICE ONE

INTERNET & SELECT TV WITH ALTICE ONE

INTERNET & PREMIER TV WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected svcs within past 30 days or for seasonal move not eligible. Must maintain all svcs at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of svcs., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. BASIC TV: Req's all TVs have an HDMI input. Not all content delivered through Altice One is in 4K Ultra HD. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All svcs's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders, visit suddenlink.com/installation for details. A \$20 Altice One (A1) Pak monthly fee applies. All Mini boxes avail for add'l \$10/mo. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after

INTERNET & PREMIER TV WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected svcs within past 30 days or for seasonal move not eligible. Must maintain all svcs at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of svcs., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. BASIC TV: HDTV & HD set-top box req'd for HD service. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All svcs's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders, visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A. Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc. All trademarks and service marks are the property of their respective

owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

CORE TV & PHONE

VALUE TV & PHONE

Free 60-day Altice Advantage Internet is available for new residential Internet customers who do not have Suddenlink internet service and share a household with a student (K-12) or a college student only. Former Suddenlink accounts previously not in good standing are not eligible. Terms, conditions and restrictions apply. Where available. At end of 60-day period, service will be billed at \$14.99 per month until canceled. New student Altice Advantage Internet customers can benefit from a \$5/mo. discount for 3 months for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. As of 4th month, price will increase to normal rate of \$14.99 per month. TAXES & FEES: \$20 installation fee applies and will appear on initial bill. May not be combined with other offers. Other add-on options may be available. Minimum system requirements and equipment configurations apply. Advertised speed for wired connection. Many factors affect speed. Actual speeds may vary and are not guaranteed. Unlimited data subject to reasonable network management practices employed to minimize congestion or service degradation. Wireless speed, performance and availability subject to factors beyond Suddenlink's control. Limit 1 gateway per household. All rights reserved. Pricing, offers and terms is not transferable and is subject to change and discontinuance without notice. For system requirements or limitations, offer details, restrictions, terms and conditions, see AlticeAdvantageInternet.com/terms. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

50+ Channels: All of
including local pro

- Up to 75Mbps down
- Enough speed to p
devices at once
- Monthly Data Plan

Learn More

Mbps

Channels

Channels

Mbps

Channels

Channels including TNT

Available

15+ Day

Disclaimer

Call ID: LBSA-110

EXHIBIT F

DocuSign Envelope ID: 55EDC319-FCB6-42DB-B1C9-9D5E4F3AE478

1 Daniel M. Hattis (SBN 232141)
Paul Karl Lukacs (SBN 197007)
2 HATTIS & LUKACS
400 108th Ave NE, Ste 500
3 Bellevue, WA 98004
Telephone: (425) 233-8650
4 Facsimile: (425) 412-7171
Email: dan@hattislaw.com
5 Email: pkl@hattislaw.com

6 *Attorneys for Plaintiff Nick Vasquez*
and the Proposed Class
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF HUMBOLDT
10 UNLIMITED CIVIL

11 NICK VASQUEZ,
For Himself,
12 As A Private Attorney General, and/or
On Behalf Of All Others Similarly Situated,
13

14 Plaintiff,

15 v.

16 CEBRIDGE TELECOM CA, LLC (D/B/A
17 SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; AND
18 DOES 1 THROUGH 10, INCLUSIVE,
19

20 Defendants.

Case No. _____

**DECLARATION OF
NICK VASQUEZ
PURSUANT TO THE CALIFORNIA
CONSUMERS LEGAL REMEDIES
ACT
(CAL. CIVIL CODE § 1780(d))**

**[FILED CONCURRENTLY
WITH COMPLAINT]**

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CLRA DECLARATION

HATTIS & LUKACS
400 108th Ave. NE, Ste 500
Bellevue, WA 98004
T: 425.233.8650 | F: 425.412.7171
www.hattislaw.com

DocuSign Envelope ID: 55EDC319-FCB6-42DB-B1C9-9D5E4F3AE478

1 I, NICK VASQUEZ, hereby declare and state as follows:

2 1. I am over the age of 18 years, and am the plaintiff in the above-referenced civil
3 action.

4 2. The facts contained herein are based on my personal knowledge except as to
5 facts stated upon information and belief and, as to those, I believe it to be true.

6 2. This civil action pleads a cause of action for violation of the California
7 Consumers Legal Remedies Act ("CLRA") against Defendants Cebridge Telecom CA, LLC
8 (D/B/A Suddenlink Communications) and Altice USA, Inc. (collectively "Defendants" or
9 "Suddenlink"). This civil action has been commenced in a county described in Section 1780(d)
10 of the California Civil Code as a proper place for the trial of the action.

11 3. This action is being commenced in the County of Humboldt because that is a
12 county in which each of the Defendants is doing business. Each of the Defendants is doing
13 business in the County of Humboldt by, without limitation, advertising and selling its internet
14 services in the County of Humboldt including in its retail store located in Eureka, California.

15 4. This action is being commenced in the County of Humboldt because I
16 subscribed to and received Suddenlink internet services, and was charged the Network
17 Enhancement Fee which is the subject of this Complaint, at my home in Arcata, California,
18 which is in the County of Humboldt.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed in Humboldt County, California.

22
23 Date: 5/3/2021

DocuSigned by:
Nick Vasquez
CF8A7C733FEF426
NICK VASQUEZ

24
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CLRA DECLARATION

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel M. Hattis, Esq. (SBN 232141) HATTIS & LUKACS 400 108th Ave NE, Ste 500 Bellevue, WA 98004 TELEPHONE NO.: (425) 233-8650 FAX NO.: (425) 412-7171 ATTORNEY FOR (Name): Nick Vasquez	FOR COURT USE ONLY <h1 style="margin: 0;">FILED</h1> MAY 03 2021 CN SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Humboldt STREET ADDRESS: 421 I Street MAILING ADDRESS: 421 I Street CITY AND ZIP CODE: Eureka, California 95501 BRANCH NAME: County Courthouse Building	
CASE NAME: Nick Vasquez v. Cebridge Telecom CA, LLC 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)
	CASE NUMBER: <h2 style="margin: 0;">CV 2100639</h2> 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:

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 (46) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" 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) 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)
---	--	--

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 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 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): (1) CLRA; (2) False Advertising Law; (3) UCL
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: 5/4/2021
 Daniel M. Hattis, Esq., Counsel for Plaintiff
(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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): TELEPHONE NO.: _____ FAX NO. (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): _____ ATTORNEY FOR (<i>Name</i>): _____	FOR COURT USE ONLY <div style="text-align: center;"> FILED MAY 03 2021 SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT STREET ADDRESS: 825 Fifth St. MAILING ADDRESS: 825 Fifth St. CITY AND ZIP CODE: Eureka, CA 95501	
Plaintiff: Nick Vasquez Defendant: Cebridge Telecom	
NOTICE OF INCLUSION IN DELAY REDUCTION PROGRAM AND NOTICE OF CASE MANAGEMENT CONFERENCE	Case Number: CV2100639

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that the above-entitled action has been included in the Delay Reduction Program of the County of Humboldt. You are required to comply with the guidelines for Program cases as set forth in California Rules of Court, Title 3, Division 7, Chapters 1, 2, and 3, and Humboldt County Local Rules, 2.8 through 2.8.6.

You are further advised that a CASE MANAGEMENT CONFERENCE in the above action has been scheduled for September 17, 2021, at 8:30 AM in Courtroom Four of the above entitled Court. Initial CASE MANAGEMENT STATEMENT on Judicial Council form CM-110 shall be filed with the Court and exchanged among the parties no later than 15 days before the Case Management Conference.

DATE: May 3, 2021

CLERK, By *Cindy C. Bartleson* CINDY C.
 , Deputy KIM M. BARTLESON

HM301

NOTICE OF INCLUSION IN DELAY REDUCTION PROGRAM AND
 NOTICE OF CASE MANAGEMENT CONFERENCE

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

CEBRIDGE TELECOM CA, LLC (D/B/A SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; and DOES 1 THROUGH 10, INCLUSIVE.

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

NICK VASQUEZ, for Himself, as a Private Attorney General, and/or
On Behalf Of All Others Similarly Situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

MAY 03 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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), 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), the California Courts Online Self-Help Center (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 respondo 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), 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), en el Centro de Ayuda de las Cortes de California, (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 ó 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.

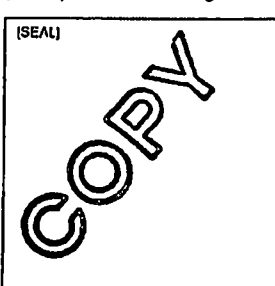
The name and address of the court is:
(El nombre y dirección de la corte es): Humboldt County Superior Court
421 I Street
Eureka, California 95501

CASE NUMBER:
(Número del Caso): **CV2100639**

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):
Daniel M. Hattis, Esq., Hattis & Lukacs; 400 108th Ave NE, Ste 500, Bellevue, WA 98004

DATE: 5/3/2021 Clerk, by CUNDY SCINDY G. Deputy
(Fecha) (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)). **KIM M. BARTLESON**



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): Altice USA, Inc.
 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):
4. by personal delivery on (date):

FAX FILE

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

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

CEBRIDGE TELECOM CA, LLC (D/B/A SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; and DOES 1 THROUGH 10, INCLUSIVE,

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

NICK VASQUEZ, for Himself, as a Private Attorney General, and/or
On Behalf Of All Others Similarly Situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
MAY 03 2021
CJM
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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), 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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California, (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 ó 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.

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CASE NUMBER:
(Número del Caso)
CV2100639

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):
Daniel M. Hattis, Esq., Hattis & Lukacs; 400 108th Ave NE, Ste 500, Bellevue, WA 98004

DATE:
(Fecha) 5/3/2021

Clerk, by Cindy C., Deputy
(Secretario) SCINDY C. (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).)

KIM M. BARTLESON

[SEAL]
COPY

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): CEBRIDGE TELECOM CA, LLC (D/B/A 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): **corporation code 17061**
- by personal delivery on (date):

FILED

FILED

CIN

MAY 03 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

1 Daniel M. Hattis (SBN 232141)
Paul Karl Lukacs (SBN 197007)
2 HATTIS & LUKACS
400 108th Ave NE, Ste 500
3 Bellevue, WA 98004
Telephone: (425) 233-8650
4 Facsimile: (425) 412-7171
Email: dan@hattislaw.com
5 Email: pkl@hattislaw.com

6 *Attorneys for Plaintiff Nick Vasquez
and the Proposed Class*

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF HUMBOLDT
10 UNLIMITED CIVIL

11 NICK VASQUEZ,
For Himself,
12 As A Private Attorney General, and/or
On Behalf Of All Others Similarly Situated,

13
14 Plaintiff,

15 v.

16 CEBRIDGE TELECOM CA, LLC (D/B/A
17 SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; and
18 DOES 1 THROUGH 10, INCLUSIVE,

19 Defendants.
20

Case No. **CV 2100639**

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF CAL. CIVIL CODE § 1750;
- (2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500;
- (3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200

JURY TRIAL DEMANDED

21
22 Plaintiff NICK VASQUEZ, individually, as a private attorney general, and/or on behalf
23 of all others similarly situated, allege as follows, on personal knowledge and investigation of
24 his counsel, against Defendant Cebridge Telecom CA, LLC (d/b/a Suddenlink
25 Communications), Defendant Altice USA, Inc., and Defendants Does 1 through 10, inclusive,
26 (collectively, "Suddenlink"):
27
28

INTRODUCTION AND SUMMARY

1
2 1. This is a proposed class action, brought under California law, challenging a bait-
3 and-switch scheme perpetrated by Suddenlink against its California internet customers through
4 the use of deceptive and uniform policies, practices, and advertising.

5 2. Specifically, Suddenlink deceived Plaintiff Nick Vasquez and other California
6 Suddenlink internet customers by advertising and promising them a particular flat monthly rate
7 for its internet service, but then actually charging them higher monthly rates by imposing a
8 fictitious “Network Enhancement Fee” (currently \$3.50) on top of the advertised price.
9 Suddenlink has also used the Network Enhancement Fee as a way to covertly increase
10 customers’ rates, including during their advertised and promised fixed-rate promotional period.

11 3. Suddenlink did not disclose the Network Enhancement Fee (the “Fee”) to
12 Plaintiff and to other Suddenlink customers before or when they agreed to receive internet
13 services from Suddenlink.

14 4. The first time Suddenlink ever mentions the Fee is on customers’ monthly
15 billing statements, which customers begin receiving only after they sign up for the service and
16 are committed to their purchase. Making matters worse, Suddenlink deliberately hides the Fee
17 in its billing statements. In Suddenlink’s printed monthly billing statements, Suddenlink
18 intentionally buries the Network Enhancement Fee in a portion of the statement that: (a) makes
19 it likely customers will not notice it; and (b) misleadingly suggests that the Fee is a tax or
20 government pass-through fee over which Suddenlink has no control, when in fact it is simply a
21 way for Suddenlink to advertise and promise lower rates than it actually charges. Thus, by
22 Suddenlink’s very design, the printed monthly statements serve to further Suddenlink’s scheme
23 and keep customers from realizing they are being overcharged.

24 5. In the event that a customer happens to notice the Network Enhancement Fee
25 has been charged on their monthly statement and contacts Suddenlink to inquire about the Fee,
26 Suddenlink agents falsely tell the customer that the Fee is a tax or government fee or is
27 otherwise out of Suddenlink’s control.

28 6. In actuality, the Network Enhancement Fee is not a tax or government mandated

1 fee. Rather, the so-called fee is a completely fabricated charge invented by Suddenlink as a way
2 to covertly charge more per month for its internet service without having to advertise higher
3 prices. The Fee is entirely within Suddenlink's control, and Suddenlink alone decides whether
4 to charge it and how much to charge.

5 7. Suddenlink charges every one of its internet service customers the Fee. When
6 Suddenlink began charging the Fee in or around February 2019, the Fee was \$2.50 per month.
7 Suddenlink has since increased the Fee. Today, the Fee is \$3.50 per month. Plaintiff estimates
8 that the Fee earns Suddenlink approximately \$800,000 per year from its approximately 19,000
9 California internet customers. Meanwhile, Defendants receive another \$200 million in Fee
10 payments per year from their 4.6 million other customers across the United States as a result of
11 this scheme.

12 8. Plaintiff brings this lawsuit on behalf of himself and/or as a private attorney
13 general seeking public injunctive relief to put an end to Suddenlink's unlawful scheme and to
14 prevent future injury to himself and to the general public.

15 9. Additionally, Plaintiff seeks injunctive, declaratory, and monetary relief for
16 himself and on behalf of a proposed class of California Suddenlink internet subscribers to
17 obtain redress and to end Suddenlink's policy of charging this deceptive additional Fee.

18 **THE PARTIES**

19 10. Plaintiff Nick Vasquez is a citizen and resident of Humboldt County, California.

20 11. Defendant Altice USA, Inc., is a corporation chartered under the laws of
21 Delaware, with its principal place of business in New York.

22 12. Defendant Cebridge Telecom CA, LLC is a limited liability company chartered
23 under the laws of Delaware, with its principal place of business in New York.

24 13. Without formal discovery, Plaintiff is unable to determine exactly which other
25 entities, if any, engaged in or assisted with the unlawful conduct pled herein or which
26 instructed, approved, consented, or participated in the unlawful conduct pled herein.

27 "Suddenlink Communications" is the business entity that is referenced in Plaintiff's Suddenlink
28 billing statements, in the Suddenlink Residential Service Agreement, and is listed as holding

1 the copyright on the Suddenlink website at www.suddenlink.com; however, “Suddenlink
2 Communications” does not appear to be an actual business entity. Based on counsel’s research,
3 Defendant Altice USA, Inc., is the parent and holding company that provides, through its
4 subsidiaries, broadband communications and video services under the brand Suddenlink.
5 Defendant Altice USA, Inc.’s most recent 10-K report lists several dozen subsidiaries—none of
6 which is named “Suddenlink Communications.” The relevant operating company in California
7 appears to be Defendant Cebridge Telecom CA, LLC, which is a subsidiary of Altice USA, Inc.

8 14. Defendants Does 1 through 10 are business entities of unknown form which
9 engaged in or assisted with the unlawful conduct pled herein or which instructed, approved,
10 consented, or participated in the unlawful conduct pled herein. Plaintiff is presently ignorant of
11 the names of these Doe Defendants. Plaintiff will amend this Complaint to allege the true
12 names and capacities of these defendants when they have been determined.

13 **JURISDICTION AND VENUE**

14 15. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
15 this civil action in that Plaintiff brings claims exclusively under California law, including the
16 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising
17 Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition
18 Law, California Business & Professions Code § 17200 *et seq.*

19 16. **Personal Jurisdiction.** This Court has personal jurisdiction over Suddenlink
20 pursuant to, among other bases, California Code of Civil Procedure Section 410.10 because:
21 (1) Suddenlink is authorized to do business and regularly conducts business in the State of
22 California; (2) the claims alleged herein took place in California; and/or (3) Suddenlink has
23 committed tortious acts within the State of California (as alleged, without limitation,
24 throughout this Complaint).

25 17. **Venue.** Venue is proper in Humboldt County because Plaintiff Nick Vasquez is
26 a California citizen who resides in Arcata, California, which is in Humboldt County, and the
27 services at issue were purchased for, and provided to, Plaintiff Nick Vasquez’s home in Arcata,
28 California.

1 **THE UNIFORM POLICIES WHICH GIVE RISE TO THE CLASS CLAIMS**

2 18. Defendants provide internet, television, and telephone services to 4.6 million
3 households nationwide, and to approximately 19,000 households under the “Suddenlink” brand
4 name in California. Virtually all of Suddenlink’s customers subscribe to internet; many also
5 subscribe to television and/or telephone services as part of a “bundled” service plan.

6 19. Suddenlink advertises all of its service plans at specific, flat monthly prices that
7 are locked in for a promotional period. Suddenlink typically promises its customers a one-year
8 fixed-price promotional period, but Suddenlink also regularly advertises a “Price for Life”
9 promotion where it offers and promises its customers a fixed price for services for life.

10 20. Beginning in February 2019, Suddenlink started falsely advertising and offering
11 its internet services at lower monthly rates than it actually charged customers by not disclosing
12 and not including in the advertised price a newly invented and so-called “Network
13 Enhancement Fee” (the “Fee”).

14 21. Suddenlink first snuck the Fee onto all of its customers’ bills in or around
15 February 2019 at a rate of \$2.50 per month. Suddenlink subsequently increased the Fee to
16 \$3.50 per month in or around February 2020. Suddenlink has used the Fee as a lever to
17 covertly, improperly, and unilaterally raise the monthly rates for its internet services, including
18 during supposedly fixed-rate promotional periods. Suddenlink has deliberately rolled out the
19 Fee and increased it in a manner that is designed by Suddenlink to further ensure that it goes
20 unnoticed by customers.

21 22. Suddenlink has effectively created a “bait-and-switch” scheme that has enabled
22 it to advertise and promise a lower monthly price for its internet services than it actually
23 charges, and to surreptitiously increase its monthly price for existing customers at its whim
24 regardless of whether it has (falsely) promised them a fixed-price promotional period.

25 23. Moreover, Suddenlink charged, and continues to charge, the Network
26 Enhancement Fee to its customers, including Plaintiff and the Class members, without ever
27 having adequately disclosed or explained the Fee. The first time Suddenlink ever discloses the
28 existence of the so-called Network Infrastructure Fee is on customers’ billing statements.

1 Making matters worse, Suddenlink deliberately hides the Fee on the billing statements and
2 misleadingly indicates that the Fee is a legitimate tax or government fee.

3 24. Based on Plaintiff's calculations, from February 2019 through the present,
4 Suddenlink has collected approximately \$1.6 million in unlawful Network Enhancement Fees
5 from its approximately 19,000 internet customers in California. And Suddenlink is continuing
6 to collect approximately \$67,000 every month in these bogus Fees from its California
7 customers.

8 **A. Suddenlink Did Not Disclose The Fee To Its Customers.**

9 25. Suddenlink has aggressively advertised its internet service plans (and plans that
10 "bundle" TV and/or phone services with internet) through pervasive marketing directed at the
11 consuming public in California. This marketing has included video advertisements via
12 YouTube, Facebook, and Twitter; television, radio, and internet advertisements; advertisements
13 on its website; and materials and advertising at its California retail stores including in the cities
14 of Eureka, Truckee and Bishop where customers can sign up for Suddenlink services.

15 26. Through all of these channels, Suddenlink prominently advertised particular, flat
16 monthly prices for its internet service plans that were locked in for a period of one year or
17 longer, without disclosing or including the Fee in the advertised price. Neither the existence nor
18 the amount of the Fee was disclosed or adequately disclosed to customers prior to or at the time
19 they signed up for the services, even though Suddenlink knew that it planned to charge the Fee
20 to its customers and knew with certainty the exact amount of the charge. Additionally,
21 Suddenlink did not disclose or adequately disclose the fact that it could and would increase the
22 monthly price during the customer's locked-in rate period by simply increasing the hidden Fee.

23 27. Likewise, Suddenlink's sales and customer service agents quote the same flat
24 monthly prices as in Suddenlink's public advertising, and as a matter of policy never disclose
25 the Network Enhancement Fee. If a potential customer calls Suddenlink's sales or customer
26 service agents or reaches out via web chat and asks what, if any, other amounts will be charged
27 for internet service, the agents as a matter of company policy falsely state that the only
28 additions to the advertised price (besides subscriptions to extra services or features) are taxes or

1 government-related fees passed on by Suddenlink to the customer and over which Suddenlink
2 has no control.

3 28. Additionally, Suddenlink's website has advertised its internet service plans and
4 bundles prominently featuring a supposed flat monthly price for the service, and has not
5 adequately disclosed the Fee.

6 29. For example, **Exhibits A-D** are screenshots taken on March 16, 2021, that show
7 Suddenlink's online order process for the Internet 100 Unlimited Data and Value TV bundle
8 available in California. As **Exhibits A-D** show, Suddenlink's online order process consists of
9 four webpages: (1) the "Choose Services" webpage; (2) the "Customize" service package
10 webpage; (3) the "Customer Info" webpage; and (4) the "Schedule Installation" and order
11 submittal webpage.

12 30. On the "Choose Services" webpage (**Exhibit A**), Suddenlink prominently
13 advertised the Internet 100 Unlimited Data and Value TV bundle at a flat \$70.00 a month for
14 one year. Below the \$70.00 price, was smaller text reading: "Plus taxes, fees and other
15 charges." There was no link or additional text anywhere specifying what fees and other charges
16 would apply. A reasonable consumer would assume that any additional taxes or fees would be
17 legitimate government charges outside of Suddenlink's control. Further, there was no
18 disclosure language indicating that Suddenlink could raise the price during the one-year fixed-
19 rate period by increasing the hidden Fee.

20 31. After selecting the \$70.00 plan, the consumer was then taken to the "Customize"
21 webpage (**Exhibit B**) where the consumer could customize the services and add-ons. In this
22 example, a high definition cable box was added for \$11.00. On the right side of the
23 "Customize" webpage, Suddenlink prominently stated "Monthly Total \$81.00" with no asterisk
24 or disclosure language indicating that the monthly cost for service would be higher than the
25 \$81.00 advertised price or that the price could be raised at any time during the purported fixed-
26 rate period. Below the "Monthly Total \$81.00" was "Monthly Charges," which listed the
27 bundle price of \$75.00, a \$5.00 Auto Pay and Paperless Billing Discount, and an \$11.00 High
28 Definition Cable Box charge. Below the list of charges, there was small print reading: "For

1 residential customers only. Additional taxes, fees, surcharges and restrictions apply.” Again,
2 there was no link or additional text explaining what additional taxes, fees, and surcharges
3 would apply.

4 32. Next, the customer was taken to the “Customer Info” webpage (**Exhibit C**).
5 Again, the right side of the webpage continued to state “Monthly Total \$81.00” with no asterisk
6 or disclosure language.

7 33. The final page in the online order process was the “Schedule Installation” and
8 order submission webpage (**Exhibit D**). On this webpage, which contained a “Place Order”
9 button, Suddenlink again prominently stated “Monthly Total \$81.00” with no asterisk and no
10 disclosure language.

11 34. On none of these order process webpages was there any mention of the
12 additional Network Enhancement Fee.

13 35. In fact, the advertised and promised “Monthly Total” of \$81.00 was false,
14 because it did not include the additional \$3.50 for the so-called Network Enhancement Fee,
15 which Suddenlink automatically charged to all internet customers.

16 36. The only way the existence of the Network Enhancement Fee could be found in
17 this purchase process as of at least March 16, 2021, was if the consumer scrolled to the bottom
18 of the initial “Choose Services” webpage and noticed and clicked on a tiny “Disclaimer”
19 hyperlink. (See **Exhibit A**, screenshot of “Choose Services” webpage). If the consumer clicked
20 this small “Disclaimer” hyperlink, a pop-up box would appear with pages of fine print for
21 various Suddenlink service plans. (**Exhibit E** is a screenshot of the pop-up box). Buried in deep
22 in this fine print was the sentence: “EQUIP, TAXES & FEES: Free standard installation with
23 online orders. visit suddenlink.com/installation for details. . . . A \$3.50 Network Enhancement
24 Fee applies. Surcharges, taxes, plus certain add’l charges and fees will be added to bill, and are
25 subject to change during and after promotion period.” Nowhere in this tiny print does
26 Suddenlink define or explain what the Network Enhancement Fee is.¹ Even if a consumer saw

27 _____
28 ¹ As of at least December 21, 2020, a definition of the Network Enhancement Fee could not be
found anywhere on the entire Suddenlink website. Even if a customer clicked on a tiny link in

1 this hidden disclaimer, the reasonable consumer would assume that the undefined “Network
 2 Enhancement Fee” listed under “TAXES & FEES” refers to a legitimate government fee
 3 outside of Suddenlink’s control. This is false. The Network Enhancement Fee is not a tax or
 4 government fee. In fact, the Fee is fabricated and made-up by Suddenlink as a way to
 5 deceptively charge more for Suddenlink’s internet service than advertised or promised and to
 6 enable Suddenlink to covertly raise the cost of internet service at any time, even during
 7 promised fixed-rate promotional periods.²

8 **B. Suddenlink Continues To Deceive Customers After They Sign Up.**

9 37. Suddenlink continues to deceive its customers about the Network Enhancement
 10 Fee and the true monthly price of its internet services even after they have signed up and are
 11 paying for the services.

12 38. Suddenlink first began sneaking the Fee onto all of its customers’ bills in
 13 February 2019, initially at a rate of \$2.50 per month. For customers who signed up prior to
 14 February 2019, the first time they could have possibly learned about the existence of the Fee
 15 was on their bill after the Fee was introduced. This could have been months or years after they
 16 signed up with Suddenlink, and it could have also been during a time where Suddenlink had
 17 promised the customer a fixed price for service.

18 39. For customers who signed up after Suddenlink began imposing the Fee—like
 19 Plaintiff Nick Vasquez—the billing statements were likewise the first possible chance they
 20 could have learned about the Fee, and by the time they received their first statement they were

21 _____
 22 the footer of the homepage for “Online help,” and then did a search for “Network Enhancement
 23 Fee” in the search bar, zero results were displayed. Likewise, on the sample bill (which billed
 for internet service) which was posted in the “Online help” section of the Suddenlink website
 as of December 21, 2020, the Network Enhancement Fee was listed nowhere.

24 ² Days before this Complaint was filed, it appears that Suddenlink slightly revised part of the
 25 online purchase process to now mention the existence and amount of the Fee. However, this
 26 additional disclosure does not bring Suddenlink’s current practices in compliance with
 27 California law, even with regard to the online purchase process. The online advertised package
 28 prices and plan descriptions still do not include or mention the Fee; the “Choose Services”
 webpage still does not mention the Fee; nowhere in the online purchase process is the Fee
 explained or defined; and nowhere in the online purchase process is it disclosed that the Fee
 may be increased in the middle of the supposedly fixed-price promotional period. Meanwhile,
 all other deceptive practices, misrepresentations and omissions described in the Complaint
 remain unchanged.

1 already committed to their purchase.

2 40. Moreover, far from constituting even a belated disclosure, the monthly billing
3 statements serve to further Suddenlink's scheme and deception. Suddenlink's monthly
4 statements (which, again, customers only begin receiving after they have signed up and are
5 committed): (a) bury the Network Enhancement Fee and the increases thereto so that they will
6 continue to go unnoticed by customers; and (b) for those customers who do manage to spot the
7 Fee on their statements, the statements present the Fee in a location and manner that misleads
8 the customer regarding the nature of the Fee.

9 41. Suddenlink sneaks the Fee onto customer bills. Suddenlink does not list the Fee
10 in the "Current Monthly Charges" section, even though it is an ongoing monthly (invented)
11 charge for internet service. Instead, Suddenlink buries the Fee in the "Taxes, Fees & Other
12 Charges" section at the end of the bill, lumped together with purported taxes and government
13 charges. This misleadingly tells Suddenlink's customers that the Fee is a tax or other legitimate
14 government fee, when in fact it is a completely fabricated charge created by Suddenlink just to
15 pad its bottom line.

16 42. Suddenlink does not define or explain the Network Enhancement Fee anywhere
17 on its billing statements. Even worse, the only explanation about "fees" on the customer bill
18 that Suddenlink does provide indicates that all fees on the bill are government related. In the
19 fine print of the bill, under "Billing Information," Suddenlink states: "Your bill includes all
20 government fees." Moreover, for internet-only subscribers, such as Plaintiff Nick Vasquez, the
21 only "fee" that is typically on their bill is the Network Enhancement Fee.

22 43. Thus, even if a customer noticed the existence of the hidden Network
23 Enhancement Fee on the bill, a reasonable consumer would assume that the Fee was a
24 legitimate government tax or fee outside of Suddenlink's control.

25 44. However, the Network Enhancement Fee is not a tax or government fee. The
26 Fee is not even a third-party pass-through charge. Suddenlink invented the so-called Network
27 Enhancement Fee out of thin air, and the existence of the Fee and its amount are entirely within
28 Suddenlink's control. Suddenlink concocted the Fee as a way to deceptively charge more for its

1 internet service without advertising a higher rate and to covertly increase customers' rates,
2 including during their promised fixed-rate promotional period.

3 45. Many, if not most, customers will not read the printed monthly statements
4 described above at all because Suddenlink encourages its customers to sign up for electronic
5 billing in lieu of receiving paper statements.

6 46. If a customer happens to notice the Network Enhancement Fee has been charged
7 on the customer's monthly statement and contacts Suddenlink via phone or online to inquire
8 about the Fee, Suddenlink agents falsely tell the customer that the Fee is a tax or a pass-through
9 government charge over which Suddenlink has no control.

10 47. If customers realize that their actual total monthly bill is higher than promised
11 when they receive their monthly billing statements, they cannot simply back out of the deal
12 without penalty or cost, even if they notice the Fee and overcharge on their very first statement.

13 48. First, Suddenlink's 30-Day Money Back Guarantee *excludes* the Network
14 Enhancement Fee. According to Suddenlink's website: "30-day money back is only on the
15 monthly service fee," i.e., only on the base price of the service.³

16 49. Second, Suddenlink's Residential Services Agreement has an "Early
17 Termination Fees" provision, which states at section 5: "If you cancel, terminate or downgrade
18 the Service(s) before the completion of any required promotional term to which You agreed
19 ('Initial Term'), you agree to pay Suddenlink any applicable early cancellation fee plus all
20 outstanding charges for all Services used and Equipment purchased for which you have not
21 paid us prior to termination."⁴ This indicates to customers that if they terminate service prior to
22 end of their promotional fixed-price period, they may be subject to a "cancellation fee."

23 50. Third, most customers, including Plaintiff Vasquez, were required to pay a one-
24 time non-refundable "Standard Installation" charge on sign-up. When Mr. Vasquez signed up
25 for services in September 2020, he was billed and paid a \$59.00 "Standard Installation" charge.

26 51. Fourth, Suddenlink currently does not pro-rate cancellations, such that

27 ³ See <https://www.suddenlink.com/promotion-offer-disclaimers> (last accessed May 1, 2021).

28 ⁴ See <https://www.suddenlink.com/residential-services-agreement> (last accessed May 2, 2021).

1 customers are charged for the cost of the entire month even if they cancel sooner.

2 52. Fifth, customers may also rent or purchase equipment to use exclusively with
3 Suddenlink's services, such as internet and telephone modems and wireless routers, and digital
4 cable converter boxes.

5 53. The early termination fee, the installation fee, and the inability to receive a full
6 refund are designed by Suddenlink to penalize and deter customers from cancelling after
7 signing up. And Suddenlink's policies are deliberately and knowingly designed by Suddenlink
8 to lock customers in if and when they deduce that they are being charged more per month than
9 advertised for Suddenlink's services.

10 54. Because the initial amount of the Network Enhancement Fee (\$2.50 in February
11 2019) and the subsequent increase of \$1.00 approximately a year later were relatively small in
12 proportion to Suddenlink's total monthly charges, Suddenlink knew that its customers were
13 unlikely to notice the increased charge on the total price on their monthly bills. Given that
14 legitimate taxes and other government-related charges can already vary by amounts of a dollar
15 or so from month to month, Suddenlink knows that its customers reasonably expect small
16 changes in the total amount billed each month. Suddenlink knows that its customers would not
17 be readily able to tell that Suddenlink increased the service price via the Fee by merely
18 comparing the total amount billed in a particular month to the total amount billed in the prior
19 month or months. And even if customers did notice, they would think nothing of it because the
20 Fee is grouped under the taxes section of the bill and "fees" are only described as "government
21 fees" on the bill.

22 55. When Suddenlink increased the Network Enhancement Fee in 2020, Suddenlink
23 hid the increase by providing no disclosure or explanation whatsoever anywhere on the first
24 billing statement containing the increase, other than listing the increased Fee itself (buried in
25 the "Taxes, Fees & Other Charges" section). Even a customer who read the entire bill would
26 have zero notice that Suddenlink had increased the Fee, or whether or why the customer's new
27 monthly bill was higher than the prior month's total.

PLAINTIFF'S FACTUAL ALLEGATIONS

1
2 56. Plaintiff Nick Vasquez is, and at all relevant times has been, a citizen and
3 resident of Humboldt County, California.

4 57. On or around August 28, 2020, Mr. Vasquez went to the Suddenlink website to
5 learn about Suddenlink's internet service offerings for his residence in Arcata, California. After
6 browsing the website, he signed up for a 12-month, fixed-rate, internet service plan. Mr.
7 Vasquez's Suddenlink service was installed at his home on September 11, 2020.

8 58. When Mr. Vasquez purchased his service plan, Suddenlink prominently
9 advertised, to Mr. Vasquez and to the public, that the plan would cost a particular monthly
10 price for a 12-month promotional period. Suddenlink did not disclose to Mr. Vasquez, at any
11 time before or when he signed up, that Suddenlink would charge him a "Network Enhancement
12 Fee" on top of the advertised and promised monthly price.

13 59. Suddenlink further did not disclose to Mr. Vasquez that Suddenlink had the
14 ability to raise his monthly service price via the Fee at any time during the 12-month period—
15 an option that Suddenlink routinely exercises despite promising its customers fixed-rate
16 periods. (**Exhibits A-D**, as described above in paragraphs 29–34, are screenshots of materially
17 the same online order process that Mr. Vasquez saw when he signed up for Suddenlink internet
18 services online.)

19 60. Mr. Vasquez viewed and relied on these advertisements and misrepresentations.
20 Based on these misrepresentations and omissions, Mr. Vasquez purchased the internet service
21 plan from Suddenlink.

22 61. When Mr. Vasquez purchased his internet service plan, he also paid Suddenlink
23 a one-time installation fee of \$59.00.

24 62. Mr. Vasquez's first bill had the \$3.50 Network Enhancement Fee. Mr. Vasquez
25 did not receive full, accurate, or non-misleading notice from Suddenlink that the Fee would be
26 charged or regarding the nature or basis of the Fee. Mr. Vasquez did not know then, nor could
27 he have known then, that the Fee was invented by Suddenlink as a part of a scheme to covertly
28 charge a higher price for internet service than advertised and as a way to raise the monthly rate

1 at any time, even during Mr. Vasquez's 12-month price-locked promotional period.

2 63. During his first several months of service, Mr. Vasquez did not notice the
3 Network Enhancement Fee. Suddenlink had hidden the Fee in the "Taxes, Fees & Other
4 Charges" section at the end of the bill. On Plaintiff's first bill (September 2020), the Fee was
5 grouped together with an \$0.85 Sales Tax. On his next bill (October 2020), the Fee was
6 grouped with a - \$0.60 Sales Tax. For Plaintiff's subsequent bills, the Fee was the only charge
7 under the "Taxes, Fees & Other Charges" section. The only explanation of "fees" on Mr.
8 Vasquez's bill was in the fine print, which stated: "Your bill includes all government fees."
9 Even if Mr. Vasquez had noticed the Fee, he would have reasonably assumed that the Network
10 Enhancement Fee—which was the only "fee" on his bill—was a government fee.

11 64. Suddenlink's billing statements did not inform or adequately disclose to Mr.
12 Vasquez that Suddenlink was adding a self-created "Network Enhancement Fee" each month
13 and did not adequately or accurately disclose the true nature of the Fee. Mr. Vasquez did not
14 know, nor could he have known, that the Fee was invented by Suddenlink as part of a scheme
15 to covertly charge a higher price for internet service than advertised and as a way to raise the
16 monthly rate at any time, even during Mr. Vasquez's 12-month price-locked period.

17 65. The first Mr. Vasquez ever learned of the Network Enhancement Fee's existence
18 was in March 2021.

19 66. As of the date of filing, Mr. Vasquez has paid Suddenlink \$28 in Network
20 Enhancement Fees.

21 67. When Mr. Vasquez agreed to purchase his Suddenlink internet service plan, he
22 was relying on Suddenlink's prominent representations regarding the monthly price of the
23 services. While he understood that taxes and legitimate government fees might be added to the
24 price, he did not expect that Suddenlink would charge a bogus, self-created Network
25 Enhancement Fee on top of the advertised service price or that the true price of the service
26 would include the additional Fee. That information would have been material to him. Had he
27 known that information he would not have been willing to pay as much for the service plan
28 and/or would have acted differently.

1 68. Mr. Vasquez would consider purchasing services from Suddenlink in the future,
2 but he will be harmed if, in the future, he is left to guess as to whether Suddenlink's
3 representations are accurate and whether there are omissions of material facts regarding the
4 services being advertised and represented to him.

5 **CLASS ALLEGATIONS**

6 69. Plaintiff Nick Vasquez brings this class-action lawsuit on behalf of himself and
7 the members of the following class (the "Class"):

8 **All current and former Suddenlink customers who were**
9 **charged a "Network Enhancement Fee" on their bill for**
10 **Suddenlink internet services received in California within the**
11 **applicable statute of limitations.**

12 70. Specifically excluded from the Class are Suddenlink and any entities in which
13 Suddenlink has a controlling interest, Suddenlink's agents and employees, the bench officers to
14 whom this civil action is assigned, and the members of each bench officer's staff and
15 immediate family.

16 71. *Numerosity.* The number of members of the Class are so numerous that joinder
17 of all members would be impracticable. Plaintiff does not know the exact number of members
18 of the Class prior to discovery. However, based on information and belief, there are between
19 20,000 to 30,000 Class members. The exact number and identities of Class members are
20 contained in Suddenlink's records and can be easily ascertained from those records.

21 72. *Commonality and Predominance.* Common legal or factual questions affect the
22 members of the Class. These questions predominate over questions that might affect individual
23 Class members. These common questions include, but are not limited to:

24 73. Whether California law applies to the claims of Plaintiff and the Class;

25 74. Whether Suddenlink employs a uniform policy of charging a Network
26 Enhancement Fee to its customers;

27 75. Whether Suddenlink adequately or accurately disclosed the Network
28 Enhancement Fee to Plaintiff and the Class members;

76. Whether Suddenlink's charging of the Network Enhancement Fee to Plaintiff

1 and the Class members is a false, deceptive, or misleading practice or policy;

2 77. Whether Suddenlink's representations of the Network Enhancement Fee are
3 false, deceptive, or misleading;

4 78. Whether it was deceptive, misleading, or unfair for Suddenlink not to disclose,
5 or to inadequately or inaccurately disclose as part of the advertised and promised price of its
6 internet services, the Network Enhancement Fee, its dollar amount, or the fact that Suddenlink
7 could choose to raise its amount at any time;

8 79. Whether the Network Enhancement Fee, the fact that Suddenlink could choose
9 to raise it at any time, and the true price of Suddenlink's internet services are material
10 information, such that a reasonable consumer would find that information important to the
11 consumer's purchase decision;

12 80. Whether Suddenlink's misrepresentations and omissions alleged herein violate
13 California's Consumers Legal Remedies Act, California's False Advertising Law, and
14 California's Unfair Competition Law; and

15 81. Whether Plaintiff and the Class are entitled to an order enjoining Suddenlink
16 from engaging in the misconduct alleged herein and prohibiting Suddenlink from continuing to
17 charge the Network Enhancement Fee.

18 82. **Typicality.** Plaintiff's claims are typical of Class members' claims. Plaintiff and
19 Class members all sustained injury as a direct result of Suddenlink's standard practices and
20 schemes, bring the same claims, and face the same potential defenses.

21 83. **Adequacy.** Plaintiff will fairly and adequately protect Class members' interests.
22 Plaintiff has no interests antagonistic to Class members' interests. Plaintiff has retained counsel
23 with considerable experience and success in prosecuting complex class action and consumer
24 protection cases.

25 84. **Superiority.** Further, a class action is superior to all other available methods for
26 fairly and efficiently adjudicating this controversy. Each Class member's interests are small
27 compared to the burden and expense required to litigate each of their claims individually, so it
28 would be impractical and would not make economic sense for class members to seek individual

1 redress for Defendants' conduct. Individual litigation would add administrative burden on the
2 courts, increasing the delay and expense to all parties and to the court system. Individual
3 litigation would also create the potential for inconsistent or contradictory judgments regarding
4 the same uniform conduct. A single adjudication would create economies of scale and
5 comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
6 difficulties in managing a class action trial.

7 85. By their conduct and omissions alleged herein, Defendants have acted and
8 refused to act on grounds that apply generally to the Class, such that final injunctive relief
9 and/or declaratory relief is appropriate respecting the Class as a whole.

10 86. The prosecution of separate actions by individual Class members would create a
11 risk of inconsistent or varying adjudications.

12 87. A class action is the only practical, available method for the fair and efficient
13 adjudication of the controversy since, *inter alia*, the harm suffered by each Class member is too
14 small to make individual actions economically feasible.

15 88. Common questions will predominate, and there will be no unusual
16 manageability issues.

17 **CAUSES OF ACTION**

18 **COUNT I**

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

20 89. Plaintiff realleges and incorporates by reference all paragraphs previously
21 alleged herein.

22 90. Plaintiff brings this claim in his individual capacity, in his capacity as a private
23 attorney general seeking the imposition of public injunctive relief, and as a representative of the
24 Class.

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

26 92. Plaintiff and Class members are "consumers," as defined by Cal. Civ. Code
27 §1761(d).

28 93. Suddenlink's internet service plans are "services," as defined by Cal. Civ. Code

1 § 1761(b).

2 94. The purchases of Suddenlink’s internet service plans by Plaintiff and Class
3 members are “transactions,” as defined by Cal. Civ. Code § 1761(e).

4 95. Plaintiff and Class members purchased Suddenlink’s internet service plans for
5 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

6 96. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
7 of the transactions at issue occurred in this county. Plaintiff’s declaration establishing that this
8 Court is a proper venue for this action is attached hereto as **Exhibit F**.

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

13 98. Suddenlink has intentionally deceived Plaintiff and Class members, and
14 continues to deceive the public, by misrepresenting the prices of its internet services and by
15 failing to disclose or adequately disclose the Network Enhancement Fee or the true prices of
16 the services.

17 99. Suddenlink has intentionally deceived Plaintiff and Class members, and
18 continues to deceive the public, by misrepresenting and failing to disclose or adequately
19 disclose material information about the true prices of its internet services and about the
20 existence, amount, basis, and nature of the Network Enhancement Fee.

21 100. Suddenlink has intentionally deceived Plaintiff and Class members, and
22 continues to deceive the public, by misrepresenting and failing to disclose the fact that
23 Suddenlink can, and has, raised customers’ monthly service prices during promised fixed-price
24 promotions by increasing the Network Enhancement Fee.

25 101. Suddenlink’s conduct alleged herein has violated the CLRA in multiple respects,
26 including, but not limited to, the following:

27 a. Suddenlink advertised its internet service plans with an intent not to sell
28 them as advertised (Cal. Civ. Code § 1770(a)(9));

1 b. Suddenlink misrepresented that its internet service plans were supplied
2 in accordance with previous representations when they were not (Cal. Civ. Code
3 § 1770(a)(16)); and

4 c. Suddenlink inserted unconscionable provisions in its consumer
5 agreements, including an arbitration clause which waives the right to seek public injunctive
6 relief in any forum, in violation of California law.

7 102. With respect to omissions, Suddenlink at all relevant times had a duty to
8 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
9 knowledge of material information that was not known to Plaintiff and Class members;
10 (b) Suddenlink concealed material information from Plaintiff and Class members; and
11 (c) Suddenlink made partial representations, including regarding the supposed monthly prices
12 of its internet services, which were false and misleading absent the omitted information.

13 103. Suddenlink's misrepresentations and nondisclosures deceive and have a
14 tendency to deceive the general public.

15 104. Suddenlink's misrepresentations and nondisclosures are material, in that a
16 reasonable person would attach importance to the information and would be induced to act on
17 the information in making purchase decisions.

18 105. Plaintiff and members of the Class reasonably relied on Suddenlink's material
19 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
20 money for, Suddenlink's internet services had they known the truth.

21 106. As a direct and proximate result of Suddenlink's violations of the CLRA,
22 Plaintiff and Class members have been harmed and lost money or property.

23 107. Suddenlink's conduct alleged herein caused substantial injury to Plaintiff, Class
24 members, and the general public. Suddenlink's conduct is ongoing and is likely to continue and
25 recur absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining
26 Suddenlink from committing such practices.

27 108. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
28 members. Suddenlink's misrepresentations and nondisclosures regarding the true prices for its

1 internet service plans; the existence, nature, and basis of the Network Enhancement Fee; and
2 Suddenlink’s policy and practice of increasing customers’ monthly service prices during
3 advertised or promised fixed-price periods by increasing the Network Enhancement Fee are
4 ongoing. Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and
5 unlawful Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is
6 capable of repetition or re-occurrence by Suddenlink.

7 109. Plaintiff, on behalf of himself and/or as a private attorney general, individually
8 seeks public injunctive relief under the CLRA to protect the general public from Suddenlink’s
9 false advertisements and omissions—including Suddenlink’s advertising of monthly service
10 rates that do not reflect the true rates, Suddenlink’s failure to disclose or adequately disclose the
11 true rates or the Network Enhancement Fee, and Suddenlink’s advertising fixed-price
12 promotional periods and “Price for Life” when Suddenlink can, and has, raised customers’
13 monthly service prices during these fixed-price periods by increasing the Network
14 Enhancement Fee.

15 110. Plaintiff does not currently seek damages in this Complaint under the CLRA.

16 111. In accordance with California Civil Code § 1782(a), Plaintiff, through counsel,
17 served Suddenlink with notice of its CLRA violations by USPS certified mail, return receipt
18 requested, on May 3, 2021. A true and correct copy of that notice is attached hereto as **Exhibit**
19 **G**.

20 112. If Suddenlink fails to provide appropriate relief for its CLRA violations within
21 30 days of its receipt of Plaintiff’s notification letter, Plaintiff will amend or seek leave to
22 amend this Complaint to pray for compensatory and punitive damages as permitted by Cal. Civ.
23 Code §§ 1780 and 1782(b), along with attorneys’ fees and costs.

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

1
2
3 113. Plaintiff realleges and incorporates by reference all paragraphs previously
4 alleged herein.

5 114. Plaintiff brings this claim in his individual capacity, in his capacity as a private
6 attorney general seeking the imposition of public injunctive relief, and as a representative of the
7 Class.

8 115. By its conduct and omissions alleged herein, Suddenlink has committed acts of
9 untrue or misleading advertising, as defined by and in violation of California Business &
10 Professions Code § 17500, *et seq.*, also known as California's False Advertising Law ("FAL").
11 These acts include but are not limited to: (a) misrepresenting the prices of its internet services;
12 (b) failing to disclose or adequately disclose the true prices of its internet services and the
13 existence, amount, basis, and nature of the Network Enhancement Fee; and (c) continuing to
14 hide, obscure, and misrepresent the Network Enhancement Fee even after customers sign up.

15 116. With respect to omissions, Suddenlink at all relevant times had a duty to
16 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
17 knowledge of material information that was not known to Plaintiff and the Class members;
18 (b) Suddenlink concealed material information from Plaintiff and the Class members; and
19 (c) Suddenlink made partial representations, including regarding the supposed monthly prices
20 of its internet services, which were false or misleading absent the omitted information.

21 117. Suddenlink committed such violations of the FAL with actual knowledge that its
22 advertising was untrue or misleading, or Suddenlink, in the exercise of reasonable care, should
23 have known that its advertising was untrue or misleading.

24 118. Suddenlink's misrepresentations and nondisclosures deceive and have a
25 tendency to deceive the general public.

26 119. Suddenlink's misrepresentations and nondisclosures are material, in that a
27 reasonable person would attach importance to the information and would be induced to act on
28 the information in making purchase decisions.

1 120. Plaintiff and members of the Class reasonably relied on Suddenlink’s material
2 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
3 money for, Suddenlink’s internet services had they known the truth.

4 121. By its conduct and omissions alleged herein, Suddenlink received more money
5 from Plaintiff and Class members than it should have received, including the excess Network
6 Enhancement Fee that Suddenlink charged Plaintiff and the Class on top of the advertised price
7 for the internet services, and that money is subject to restitution.

8 122. As a direct and proximate result of Suddenlink’s violations of the FAL, Plaintiff
9 and the Class members lost money.

10 123. Suddenlink’s conduct has caused substantial injury to Plaintiff, Class members,
11 and the public. Suddenlink’s conduct is ongoing and is likely to continue and recur absent a
12 permanent injunction. Accordingly, Plaintiff seeks an order enjoining Suddenlink from
13 committing such violations of the FAL. Plaintiff further seeks an order granting restitution to
14 Plaintiff and the Class in an amount to be proven at trial. Plaintiff further seeks an award of
15 attorneys’ fees and costs under Cal. Code Civ. Proc. § 1021.5.

16 124. Absent injunctive relief, Suddenlink will continue to injure Plaintiff and Class
17 members. Plaintiff and the Class lack an adequate remedy at law. Suddenlink’s
18 misrepresentations and omissions in its advertising regarding the true prices for its internet
19 service plans, the existence, nature, and basis of the Network Enhancement Fee, and
20 Suddenlink’s policy and practice of increasing customers’ monthly service prices during
21 advertised fixed-price periods by increasing the Network Enhancement Fee are ongoing.
22 Moreover, Suddenlink continues to charge Plaintiff and the Class the unfair and unlawful
23 Network Enhancement Fee. Even if such conduct were to cease, it is behavior that is capable of
24 repetition or re-occurrence by Suddenlink.

25 125. Plaintiff, on behalf of himself and/or as a private attorney general, individually
26 seeks public injunctive relief under the FAL to protect the general public from Suddenlink’s
27 false advertisements and omissions—including Suddenlink’s advertising of monthly service
28 rates that do not reflect the true rates, Suddenlink’s failure to disclose or adequately disclose the

1 true rates or the Network Enhancement Fee in its advertising, and Suddenlink’s advertising
2 fixed-price promotional periods and “Price for Life” when Suddenlink reserves the ability to
3 raise customers’ monthly service prices during these fixed-price periods by increasing the
4 Network Enhancement Fee.

5 **COUNT III**
6 **Violation of California’s Unfair Competition Law**
7 **California Business and Professions Code § 17200 *et seq.***

8 126. Plaintiff realleges and incorporates by reference all paragraphs previously
9 alleged herein.

10 127. Plaintiff brings this claim in his individual capacity, in his capacity as a private
11 attorney general seeking the imposition of public injunctive relief, and as a representative of the
12 Class.

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

16 129. By its conduct and omissions alleged herein, Suddenlink has violated the
17 “unfair” prong of the UCL, including without limitation by: (a) pervasively misrepresenting
18 Suddenlink internet service prices while failing to disclose and/or to adequately disclose that
19 Suddenlink actually charges higher monthly prices than advertised, through its imposition of
20 the Network Enhancement Fee on top of the advertised price; (b) hiding, obscuring, and
21 misrepresenting the existence, nature, and basis of the Network Enhancement Fee prior to, and
22 at the time a consumer signs up for Suddenlink internet services; (c) continuing to hide,
23 obscure, and misrepresent the existence, nature, and basis of the Network Enhancement Fee
24 even after customers have signed up; (d) imposing and increasing the Network Enhancement
25 Fee on customers without notice or without adequate notice; (e) hiding, obscuring, and
26 misrepresenting prior to, and at the time a consumer signs up, the fact that Suddenlink can, and
27 has, increased customers’ monthly internet service prices during an advertised or promised
28 fixed-price period by increasing the Network Enhancement Fee; (f) increasing the Network
Enhancement Fee on customers during a promised fixed price period; (g) preventing existing

1 customers from freely canceling their services after learning the actual total monthly amount
2 they are charged or learning of the Network Enhancement Fee or increases to the Network
3 Enhancement Fee; and (h) imposing and increasing the Network Enhancement Fee as a covert
4 way to increase the actual monthly prices customers pay for their services without having to
5 advertise the true higher prices.

6 130. Suddenlink's conduct and omissions alleged herein are immoral, unethical,
7 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and the
8 Class. Perpetrating a years-long scheme of misleading and overcharging customers is immoral,
9 unethical, and unscrupulous. Moreover, Suddenlink's conduct is oppressive and substantially
10 injurious to consumers. By its conduct alleged herein, Suddenlink has improperly extracted
11 hundreds of thousands of dollars from California consumers. There is no utility to Suddenlink's
12 conduct, and even if there were any utility, it would be significantly outweighed by the gravity
13 of the harm to consumers caused by Suddenlink's conduct alleged herein.

14 131. Suddenlink's conduct and omissions alleged herein also violate California
15 public policy, including as such policy is reflected in Cal. Civ. Code § 1750 *et seq.* and Cal.
16 Civ. Code §§ 1709–1710.

17 132. By its conduct and omissions alleged herein, Suddenlink has violated the
18 “unlawful” prong of the UCL, including by making material misrepresentations and omissions
19 in violation of Cal. Bus. & Prof. Code § 17500 *et seq.* and Cal. Civ. Code § 1750, *et seq.*,
20 engaging in deceit in violation of Cal Civ. Code §§ 1709–1710, and violating the implied
21 covenant of good faith and fair dealing, in violation of California common law.

22 133. Suddenlink has violated the “fraudulent” prong of the UCL by making material
23 misrepresentations and omissions, including regarding: (a) the true prices of its internet
24 services; (b) the existence and amount of the Network Enhancement Fee; (c) the nature and
25 basis of the Network Enhancement Fee; and (d) advertising fixed-price promotional periods
26 and “Price for Life” when Suddenlink can, and has, raised customers' monthly service prices
27 during these fixed-price periods by increasing the Network Enhancement Fee.

28 134. With respect to omissions, Suddenlink at all relevant times had a duty to

1 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
2 knowledge of material information that was not known to Plaintiff and the Class;
3 (b) Suddenlink concealed material information from Plaintiff and the Class; and (c) Suddenlink
4 made partial representations, including regarding the supposed monthly prices of its internet
5 services, which were false and misleading absent the omitted information.

6 135. Suddenlink's material misrepresentations and nondisclosures were likely to
7 mislead reasonable consumers, existing and potential customers, and the public.

8 136. Suddenlink's misrepresentations and nondisclosures deceive and have a
9 tendency to deceive the general public and reasonable consumers.

10 137. Suddenlink's misrepresentations and nondisclosures are material, such that a
11 reasonable person would attach importance to the information and would be induced to act on
12 the information in making purchase decisions.

13 138. Plaintiff and members of the Class reasonably relied on Suddenlink's material
14 misrepresentations and nondisclosures, and would not have purchased, or would have paid less
15 money for, Suddenlink's internet services had they known the truth.

16 139. By its conduct and omissions alleged herein, Suddenlink received more money
17 from Plaintiff and the Class than it should have received, including the excess Network
18 Enhancement Fees that Suddenlink charged Plaintiff and the Class on top of the advertised
19 price for the internet services, and that money is subject to restitution.

20 140. As a direct and proximate result of Suddenlink's unfair, unlawful, and
21 fraudulent conduct, Plaintiff and the Class members suffered harm and lost money.

22 141. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
23 and the public. Suddenlink's conduct described herein is ongoing and is likely to continue and
24 recur absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining
25 Suddenlink from committing such unlawful, unfair, and fraudulent business practices. Plaintiff
26 further seeks an order granting restitution to Plaintiff and the Class in an amount to be proven
27 at trial. Plaintiff further seeks an award of attorneys' fees and costs under Cal. Code Civ. Proc.
28 § 1021.5.

1 **Individual and Class Relief:**

2 B. On behalf of himself and the proposed Class, Plaintiff Nick Vasquez requests
3 that the Court order relief and enter judgment against Suddenlink as follows:

4 1. Declare this action to be a proper class action, certify the proposed Class,
5 and appoint Plaintiff and his counsel to represent the Class;

6 2. Declare that Suddenlink's conduct alleged herein violates the CLRA,
7 FAL, and UCL;

8 3. Permanently enjoin Suddenlink from engaging in the misconduct alleged
9 herein;

10 4. Order Suddenlink to discontinue charging the Network Enhancement Fee
11 to its customers in California;

12 5. Order Suddenlink to hold in constructive trust all Network Enhancement
13 Fee payments received from the Class;

14 6. Order Suddenlink to perform an accounting of all such Network
15 Enhancement Fee payments;

16 7. Order disgorgement or restitution, including, without limitation,
17 disgorgement of all revenues, profits, and/or unjust enrichment that Suddenlink obtained,
18 directly or indirectly, from Plaintiff and the members of the Class or otherwise as a result of the
19 unlawful conduct alleged herein;

20 8. Order Suddenlink to engage an independent person, group, or
21 organization to conduct an internal assessment to (a) identify the root causes of the decisions
22 that led Suddenlink to misrepresent its actual rates, (b) identify corrective actions and
23 institutional culture changes to address these root causes, and (c) help Suddenlink implement
24 and track those corrective actions to ensure Suddenlink does not engage in such
25 misrepresentations again;

26 9. Order Suddenlink to pay reasonable attorneys' fees, costs, and pre-
27 judgment and post-judgment interest;

28 10. Retain jurisdiction to monitor Suddenlink's compliance with the

1 permanent injunctive relief; and

2 11. Grant such other relief as this Court deems just and proper.

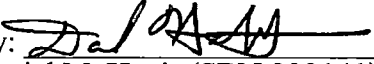
3 **DEMAND FOR JURY TRIAL**

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

5
6 DATED this 4th day of May, 2021.

7 Presented by:

8 HATTIS & LUKACS

9 By: 
10 Daniel M. Hattis (SBN 232141)
11 Paul Karl Lukacs (SBN 197007)
12 HATTIS & LUKACS
13 400 108th Ave NE, Ste 500
14 Bellevue, WA 98004
15 Telephone: (425) 233-8650
16 Facsimile: (425) 412-7171
17 Email: dan@hattislaw.com
18 Email: pkl@hattislaw.com

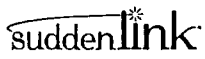
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28 Attorneys for Plaintiff Nick Vasquez
and the Proposed Class

EXHIBIT A

EXHIBIT A

“Choose Services” Webpage

Offer Unlocked: Use code VIDE010 for \$10 off your TV bundle ✕


11844 ATWOOD RD, AUBURN, CA 95603

1 Choose Services
2 Customize
3 Customer Info
4 Schedule Installation
5 Order Confirmation

SHOW ME BUNDLES WITH:


Internet
 Television
 Home Phone

Internet 75 and Basic TV

\$40⁰⁰
mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

75

MBPS

50+ Channels

50+ Channels: All major networks including local programming


[More Details](#) [Disclaimer](#)

Internet 75 and Value TV

\$50⁰⁰
mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

75

MBPS

225+ Channels
View all channels

210+ favorite channels including TNT, HGTV, & ESPN


[More Details](#) [Disclaimer](#)

Internet 100 Unlimited Data and Value TV

\$70⁰⁰
mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

100

MBPS

225+ Channels
View all channels

210+ favorite channels including TNT, HGTV, & ESPN

More power for multi-device streaming and game play


[More Details](#) [Disclaimer](#)

Internet 150 Unlimited Data and Value TV

\$90⁰⁰
mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

150

MBPS

225+ Channels
View all channels

210+ favorite channels including TNT, HGTV, & ESPN

Our fastest speed available

[More Details](#) [Disclaimer](#)

Wired connection speeds. WiFi speeds may vary.

Print this page and offer subject to our standard terms and conditions. All trademarks and other marks are the property of their respective owners.

AppleCare by AT&T

Direct Pay by

Terms & Conditions

Print a map

Cart ID: LBS4AHMJ





EXHIBIT B

EXHIBIT B

“Customize” Webpage

Offer Unlocked: Use code VIDEO10 for \$10 off your TV bundle



11844 ATWOOD RD, AUBURN, CA 95603

Choose Services
Customize
Customer Info
Schedule Installation
Order Confirmation

CUSTOMIZE YOUR SERVICE

SET UP YOUR EQUIPMENT

Modem \$10.00/MO.

- Smart Router
- In-home WiFi
- 24/7 Tech support

Use my own Modem & WiFi Router

- Requires a Suddenlink certified modem
- Wireless router, in-home Smart WiFi, and free modem upgrades not included

How many TVs would you like service on? + -

I would like TVs Any Room DVR +

TV1 High Definition Cable Box \$11.00/MO.

- New outlet installations are not covered and will require additional charges.

INTERNET EXPERIENCE

Internet 150 Unlimited Data for **\$20.00 more per month** Upgrade

TV EXPERIENCE

Suddenlink Select TV for **\$15.00 more per month** Upgrade

- 290 channels including NFL Network [View Channels](#)

Suddenlink Premier TV for **\$35.00 more per month** Upgrade

- 340 channels including HBO Max & NFL Network [View Channels](#)

Add Channels

- HBO Max \$14.99/MO.
- Showtime and The Movie Channel \$10.99/MO.
- Starz and Starz Encore \$9.99/MO.
- Cinemax \$9.99/MO.
- Movie Package \$10.00/MO.
- Family Package \$10.00/MO.

EXPERIENCE MORE

Altice Mobile

Pick your data. Switch any time. Starting at **\$14.00/month** per line.

Yes, I am interested in Altice Mobile and would like to be contacted for more information.

Add Home Phone

Home Phone for **\$10.00 more per month** Add

- Unlimited local and long distance calling anytime, to anywhere in the United States, Guam, Puerto Rico and the U.S. Virgin Islands with over 12 useful calling features.

Altice Amplify \$10.00/MO.

Altice Amplify, the smart speaker with Amazon Alexa.


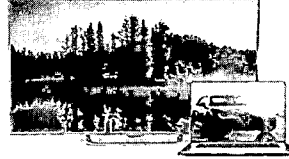
In-Home Protection Plan \$6.99/MO.

Add Safeguard to cover in-home wire repairs.

INSTALLATION OPTIONS

- Free Installation FREE
- Premium Installation \$59.00

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total \$81.00

Monthly Charges:

- Internet 100 Unlimited Data and Value TV \$75.00
- Auto Pay and Paperless Billing Discount -\$5.00
- High Definition Cable Box \$11.00
- Use my own Modem & WiFi Router \$0.00

One Time Charges:

- \$200 Gift with Purchase Promotion \$0.00
- Free TV Installation \$0.00

Promo Code:

Enter Code Apply

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.


[Back to Previous Page](#) Continue

EXHIBIT C

EXHIBIT C

“Customer Info” Webpage

Offer Unlocked: Use code VIDEO10 for \$10 off your TV bundle ✕



📍 11844 ATWOOD RD, AUBURN, CA 95603

✓ Choose Services
✓ Customize
3 **Customer Info**
4 Schedule Installation
5 Order Confirmation

CUSTOMER INFORMATION

📍 11844 Atwood Rd, Auburn, Ca 95603

First Name *

Phone *

Date of Birth*

Month ▼ DD ▮ YYYY ▮

Last Name *

Email *


Click here to receive text messages regarding your installation appointment and order

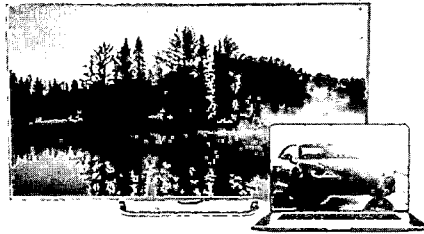
Click here to receive Suddenlink email communications

By selecting "continue" you agree to having a customer service agent call the number above and you represent the number is your phone number

[Back to Previous Page](#)
Continue

YOUR PACKAGE





Internet 100 Unlimited Data and Value TV

Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

Promo Code:

Apply

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

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Cart ID: LBS4AHMJ










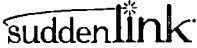
EXHIBIT D

EXHIBIT D

“Schedule Installation” and Order Submission Webpage

X

Offer Unlocked: Use code VIDEO10 for \$10 off your TV bundle


11844 ATWOOD RD, AUBURN, CA 95603

1 Choose Services
2 Customize
3 Customer Info
4 Schedule Installation
5 Order Confirmation

SCHEDULE INSTALLATION

Please select when you would like your services installed

I would like to choose my date and time for installation


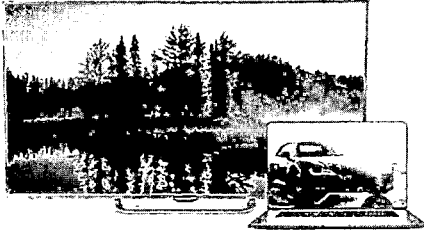
I would like the next available installation time

6524446787
✓

Special Instructions

You have 35 characters remaining

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

ENROLL IN AUTO PAY

Auto Pay Information

Enroll in Auto Pay and Paperless Billing to keep your \$5.00 discount?

Yes No

By enrolling in Auto Pay and Paperless Billing, you are agreeing to the Bill Pay and Paperless Billing Terms of Service.

Place Order

By selecting 'Place Order': (i) you agree to having our automated phone system call the number entered above to confirm your appointment, inform you when our technician is on the way to your home and to follow up on your satisfaction with our service; (ii) you represent that you are the Customer or Customer's authorized agent; (iii) you acknowledge that you have been given an opportunity to review the Residential Service Agreement found here and the Suddenlink Privacy Policy found here and agree to the terms; and (iv) you acknowledge that THE RESIDENTIAL SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Pricing, terms, and offers subject to change and discontinuation without notice. All trademarks and service marks are the property of their respective owners.
Cart ID: LBS4AHMJ

[About Allied USA](#)
[Privacy Policy](#)
[Terms & Policies](#)
[Disclaimer](#)

All services not available in all areas. © 2021 Holdings LLC.

EXHIBIT E

code valid for \$10 off

INTERNET, VALUE TV & PHONE WITH ALTICE ONE

INTERNET, SELECT TV & PHONE WITH ALTICE ONE

INTERNET, PREMIER TV & PHONE WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY: Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET, VALUE TV & PHONE

INTERNET, SELECT TV & PHONE

INTERNET, PREMIER TV & PHONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertisd price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srcv within past 30 days or for seasonal move not eligible. Must maintain all srcvs at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of srcv, and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertisd speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. SUDDENLINK PHONE: Unlimited Long Distance includes the 50 states as well as Guam, Puerto Rico, and the U.S. Virgin Islands and applies only to direct-dialed person-to-person calls from home phone. Phone usage must be consistent with typical residential voice usage. Phone service will not function in the event of battery backup failures or network or electrical outages. Phone service may not be compatible with all security and medical monitoring systems. BASIC TV: HD TV & HD content may req'd for HD service. # of TV ch's, HD ch's & features depend on package & location. Same on Demand titles available at add'l charge. All srcvs & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a

MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY: Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET & VALUE TV WITH ALTICE ONE

INTERNET & SELECT TV WITH ALTICE ONE

INTERNET & PREMIER TV WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srcv within past 30 days or for seasonal move not eligible. Must maintain all srcvs at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of srcv., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. BASIC TV: Req's all TVs have an HDMI input. Not all content delivered through Altice One is in 4K Ultra HD. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All srcv's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. A \$20 Altice One (A1) Pak monthly fee applies. A1 Mini boxes avail for add'l \$10/mo. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after

INTERNET & PREMIER TV

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srcv within past 30 days or for seasonal move not eligible. Must maintain all srcvs at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of srcv., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. BASIC TV: HDTV & HD set-top box req'd for HD service. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All srcv's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective

owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

CORE TV & PHONE

VALUE TV & PHONE

Free 60-day Altice Advantage Internet is available for new residential Internet customers who do not have Suddenlink Internet service and share a household with a student (K-12) or a college student only. Former Suddenlink accounts previously not in good standing are not eligible. Terms, conditions and restrictions apply. Where available. At end of 60-day period, service will be billed at \$14.99 per month until canceled. New student Altice Advantage Internet customers can benefit from a \$5/mo. discount for 3 months for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. As of 4th month, price will increase to normal rate of \$14.99 per month. TAXES & FEES: \$20 installation fee applies and will appear on initial bill. May not be combined with other offers. Other add-on options may be available. Minimum system requirements and equipment configurations apply. Advertised speed for wired connection. Many factors affect speed. Actual speeds may vary and are not guaranteed. Unlimited data subject to reasonable network management practices employed to minimize congestion or service degradation. Wireless speed, performance and availability subject to factors beyond Suddenlink's control. Limit 1 gateway per household. All rights reserved. Pricing, offers and terms is not transferable and is subject to change and discontinuance without notice. For system requirements or limitations, offer details, restrictions, terms and conditions, see AlticeAdvantageInternet.com/terms. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

Cart ID: LB54AHM3



EXHIBIT F

1 Daniel M. Hattis (SBN 232141)
 Paul Karl Lukacs (SBN 197007)
 2 HATTIS & LUKACS
 400 108th Ave NE, Ste 500
 3 Bellevue, WA 98004
 Telephone: (425) 233-8650
 4 Facsimile: (425) 412-7171
 Email: dan@hattislaw.com
 5 Email: pkl@hattislaw.com

6 *Attorneys for Plaintiff Nick Vasquez*
and the Proposed Class
 7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 COUNTY OF HUMBOLDT
 10 UNLIMITED CIVIL

11 NICK VASQUEZ,
 For Himself,
 12 As A Private Attorney General, and/or
 On Behalf Of All Others Similarly Situated,
 13

14 Plaintiff,

15 v.

16 CEBRIDGE TELECOM CA, LLC (D/B/A
 17 SUDDENLINK COMMUNICATIONS);
 ALTICE USA, INC.; AND
 18 DOES 1 THROUGH 10, INCLUSIVE,
 19

20 Defendants.

Case No. _____

**DECLARATION OF
 NICK VASQUEZ
 PURSUANT TO THE CALIFORNIA
 CONSUMERS LEGAL REMEDIES
 ACT
 (CAL. CIVIL CODE § 1780(d))**

**[FILED CONCURRENTLY
 WITH COMPLAINT]**

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I, NICK VASQUEZ, hereby declare and state as follows:

1. I am over the age of 18 years, and am the plaintiff in the above-referenced civil action.

2. The facts contained herein are based on my personal knowledge except as to facts stated upon information and belief and, as to those, I believe it to be true.

2. This civil action pleads a cause of action for violation of the California Consumers Legal Remedies Act (“CLRA”) against Defendants Cebridge Telecom CA, LLC (D/B/A Suddenlink Communications) and Altice USA, Inc. (collectively “Defendants” or “Suddenlink”). This civil action has been commenced in a county described in Section 1780(d) of the California Civil Code as a proper place for the trial of the action.

3. This action is being commenced in the County of Humboldt because that is a county in which each of the Defendants is doing business. Each of the Defendants is doing business in the County of Humboldt by, without limitation, advertising and selling its internet services in the County of Humboldt including in its retail store located in Eureka, California.

4. This action is being commenced in the County of Humboldt because I subscribed to and received Suddenlink internet services, and was charged the Network Enhancement Fee which is the subject of this Complaint, at my home in Arcata, California, which is in the County of Humboldt.

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

Executed in Humboldt County, California.

Date: 5/3/2021

DocuSigned by:
Nick Vasquez
CEBAYC733FEF426
NICK VASQUEZ

EXHIBIT G



Daniel M. Hattis, Esq.
425.233.8628
dan@hattislaw.com

HATTIS & LUKACS
Attorneys at Law

400 108th Ave NE, Ste 500
Bellevue, WA 98004
Phone: 425.233.8650
www.hattislaw.com

May 3, 2021

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Dexter Goei, CEO
Altice USA, Inc.
Cebridge Telecom CA, LLC
One Court Square
Long Island City, New York 11101

Agent for Cebridge Telecom CA, LLC
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice of Violation of California Consumers Legal Remedies Act
My Client: Nick Vasquez

Dear Mr. Goei:

This law firm represents Nick Vasquez, who purchased a Suddenlink internet service plan in Arcata, California. We send this letter pursuant to the California Consumers Legal Remedies Act, California Civil Code Section 1750 *et seq.* (“CLRA”) to notify Cebridge Telecom CA, LLC (d/b/a Suddenlink) and Altice USA, Inc. (collectively, “Suddenlink”) that its practice of advertising monthly rates for its internet service plans and then deceptively and unfairly charging customers higher monthly rates through the imposition of a so-called “Network Enhancement Fee” and increases thereto, violates the CLRA. We demand that Suddenlink rectify its violations within 30 days of receipt of this letter.

Suddenlink prominently advertises particular flat monthly rates for its internet service plans and plans bundled with internet service. Then, after customers sign up, Suddenlink actually charges higher monthly rates than the customers were promised and agreed to pay. Suddenlink covertly increases the actual price by padding customers’ bills each month with a bogus so-called “Network Enhancement Fee” (currently \$3.50 per month) on top of the advertised price. The Network Enhancement Fee (the “Fee”) is not disclosed to customers before or when they sign up, and in fact it is never adequately and honestly disclosed to them. The so-called Network Enhancement Fee is not a bona fide fee, but rather is simply a means for Suddenlink to charge more per month for the service itself without having to advertise the higher prices, and to covertly raise the cost of internet service at any time, even during promised fixed-rate promotional periods.

Suddenlink also deliberately hides and obfuscates the Fee in its billing statements. Suddenlink intentionally buries the Fee in a portion of the statement that makes it likely

May 3, 2021
Page 2

customers will not notice it and misleadingly suggests that the Fee is a tax or government pass-through fee over which Suddenlink has no control.

Mr. Vasquez is a Suddenlink internet customer in Arcata, California. His Suddenlink account number is [REDACTED]. He signed up for his service on Suddenlink's website in late August 2020 in reliance on Suddenlink's advertisements and promises regarding the monthly rate for the service. Suddenlink did not disclose to him that the Network Enhancement Fee would be charged, nor did it disclose to him that the true monthly price for his service would be higher than what Suddenlink advertised. Mr. Vasquez has been subjected to Suddenlink's bait-and-switch scheme. Mr. Vasquez, like all Suddenlink internet customers in California, has suffered harm because Suddenlink has charged him higher monthly prices than he was promised, via Suddenlink's covert imposition of the bogus Network Enhancement Fee.

Suddenlink's material misrepresentations, omissions, and failures to disclose violated the CLRA in the following manner:

1. Suddenlink advertised its internet service plans with an intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9));
2. Suddenlink misrepresented that its internet service plans were supplied in accordance with previous representations when they were not (Cal. Civ. Code § 1770(a)(16)); and
3. Suddenlink inserted unconscionable provisions in its consumer agreements, including an arbitration clause which waives the right to seek public injunctive relief in any forum, in violation of California law.

We demand that within thirty (30) days of receiving this letter, Suddenlink agree to (1) refrain from engaging in the deceptive practices described above at any time in the future; and (2) return all money that Suddenlink's California customers have paid in "Network Enhancement Fees." If Suddenlink refuses to provide the demanded relief within thirty (30) days, we will seek compensatory and punitive damages, restitution, and any other appropriate equitable relief under the CLRA.

I can be reached at (425) 233-8628 or dan@hattislaw.com.

Very truly yours,



Daniel M. Hattis

FILED

CIN

JUL 19 2021

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

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6 *Attorneys for Plaintiff Nick Vasquez
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF HUMBOLDT**
10 **UNLIMITED CIVIL**

11 NICK VASQUEZ,
12 For Himself,
As A Private Attorney General, and/or
13 On Behalf Of All Others Similarly Situated,

14
15 **Plaintiff,**

16 v.

17 CEBRIDGE TELECOM CA, LLC (D/B/A
SUDDENLINK COMMUNICATIONS);
18 ALTICE USA, INC.; and
DOES 1 THROUGH 10, INCLUSIVE,
19

20 **Defendants.**

Case No. CV2100639

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- 14 **(1) VIOLATION OF CAL. CIVIL CODE § 1750;**
- 15 **(2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500;**
- 16 **(3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200**

JURY TRIAL DEMANDED

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1 Plaintiff NICK VASQUEZ, individually, as a private attorney general, and on behalf of
2 all others similarly situated, alleges as follows, on personal knowledge and investigation of his
3 counsel, against Defendant Cebridge Telecom CA, LLC (d/b/a Suddenlink Communications),
4 Defendant Altice USA, Inc., and Defendants Does 1 through 10, inclusive, (collectively,
5 “Suddenlink”):

6 **INTRODUCTION AND SUMMARY**

7 1. Plaintiff Nick Vasquez, individually, as a private attorney general to protect the
8 general public, and on behalf of all others similarly situated, brings this action under California
9 law to challenge a bait-and-switch scheme whereby Suddenlink charges customers more for its
10 internet service plans¹ than Suddenlink advertised and promised. Suddenlink advertises and
11 promises to consumers a promotional flat monthly rate for its internet service plans for a
12 specified time period, but then actually charges them higher monthly rates during that period
13 via a disguised and fabricated extra charge on the bill (which Suddenlink calls the “Network
14 Enhancement Fee”). Suddenlink also uses the Network Enhancement Fee as a way to covertly
15 increase customers’ rates, including during their advertised and promised fixed-rate
16 promotional period.

17 2. In February 2019, Suddenlink began padding its bills with a new \$2.50 per
18 month disguised double-charge for internet service, which it buried in a section of the bill with
19 taxes and government fees, and which it called the Network Enhancement Fee. The Network
20 Enhancement Fee was not included in the advertised and quoted service plan price and was not
21 defined or explained in the monthly bill. Suddenlink has increased the Network Enhancement
22 Fee such that it is now \$3.50 per month for California subscribers.

23 3. Suddenlink did not disclose the Network Enhancement Fee (the “Fee”) to
24 Plaintiff and to other Suddenlink customers before or when they agreed to receive internet
25 services from Suddenlink.

26 4. The first time Suddenlink ever mentions the Network Enhancement Fee is on

27 _____
28 ¹ The term “internet service plan” as used in this Complaint includes a service plan that
“bundles” internet with other services such as television or telephone.

1 customers' monthly billing statements, which customers begin receiving only after they sign up
2 for the service and are committed to their purchase. Making matters worse, Suddenlink
3 deliberately hides the Fee in its billing statements. Suddenlink does not list or include the
4 Network Enhancement Fee in the "Current Monthly Charges" section of the bill. Instead,
5 Suddenlink intentionally buries the Network Enhancement Fee alongside taxes and government
6 fees in the "Taxes, Fees & Other Charges" section of the bill that: (a) makes it likely customers
7 will not notice it; and (b) misleadingly indicates that the Fee is a tax or government pass-
8 through fee over which Suddenlink has no control. Thus, by Suddenlink's very design, the
9 printed monthly statements serve to further Suddenlink's scheme and keep customers from
10 realizing they are being overcharged.

11 5. In the event that a customer happens to notice the Network Enhancement Fee
12 has been charged on their monthly statement and contacts Suddenlink to inquire about the Fee,
13 Suddenlink agents falsely tell the customer that the Fee is a tax or government fee or is
14 otherwise out of Suddenlink's control.

15 6. In actuality, the Network Enhancement Fee is not a tax or government fee.
16 Rather, the so-called fee is a completely fabricated and arbitrary charge invented by Suddenlink
17 as a way to covertly charge more per month for its internet service without having to advertise
18 higher prices.

19 7. Suddenlink charges every one of its California internet service customers the
20 Network Enhancement Fee. Plaintiff estimates that Suddenlink has extracted approximately
21 \$1.8 million from over 19,000 California internet subscribers in Network Enhancement Fee
22 payments since Suddenlink began sneaking the Fee onto customer bills in February 2019.

23 8. Plaintiff Nick Vasquez brings this lawsuit individually and as a private attorney
24 general seeking public injunctive relief to protect the general public by putting an end to
25 Suddenlink's unlawful advertising scheme. Plaintiff also seeks declaratory relief, declaring
26 Suddenlink's practices alleged herein as unlawful under California law. Finally, Plaintiff seeks
27 restitution and/or damages on behalf of himself and on behalf of a class of California
28 Suddenlink internet subscribers to obtain a refund of the approximately \$1.8 million in

1 Network Enhancement Fee payments they suffered as a result of Suddenlink’s misconduct.

2 **THE PARTIES**

3 9. Plaintiff Nick Vasquez is a citizen and resident of Humboldt County, California.

4 10. Defendant Altice USA, Inc., is a corporation chartered under the laws of
5 Delaware, with its principal place of business in New York.

6 11. Defendant Cebridge Telecom CA, LLC is a limited liability company chartered
7 under the laws of Delaware, with its principal place of business in New York.

8 12. Without formal discovery, Plaintiff is unable to determine exactly which other
9 entities, if any, engaged in or assisted with the unlawful conduct pled herein or which
10 instructed, approved, consented, or participated in the unlawful conduct pled herein.

11 “Suddenlink Communications” is the business entity that is referenced in Plaintiff’s Suddenlink
12 billing statements, in the Suddenlink Residential Service Agreement, and is listed as holding
13 the copyright on the Suddenlink website at www.suddenlink.com. However, “Suddenlink
14 Communications” does not appear to be an actual business entity. Based on counsel’s research,
15 Defendant Altice USA, Inc., is the parent and holding company that provides, through its
16 subsidiaries, broadband communications and video services under the brand “Suddenlink.”
17 Defendant Altice USA, Inc.’s most recent 10-K report lists several dozen subsidiaries—none of
18 which is named “Suddenlink Communications.” The relevant operating company in California
19 appears to be Defendant Cebridge Telecom CA, LLC, which is a subsidiary of Altice USA, Inc.

20 13. Defendants Does 1 through 10 are business entities of unknown form which
21 engaged in or assisted with the unlawful conduct pled herein or which instructed, approved,
22 consented, or participated in the unlawful conduct pled herein. Plaintiff is presently ignorant of
23 the names of these Doe Defendants. Plaintiff will amend this Complaint to allege the true
24 names and capacities of these defendants when they have been determined.

25 **JURISDICTION AND VENUE**

26 14. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over
27 this civil action in that Plaintiff brings claims exclusively under California law, including the
28 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising

1 Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition
2 Law, California Business & Professions Code § 17200 *et seq.*

3 15. **Personal Jurisdiction.** This Court has personal jurisdiction over Suddenlink
4 pursuant to, among other bases, California Code of Civil Procedure Section 410.10 because:
5 (1) Suddenlink is authorized to do business and regularly conducts business in the State of
6 California; (2) the claims alleged herein took place in California; and/or (3) Suddenlink has
7 committed tortious acts within the State of California (as alleged, without limitation,
8 throughout this Complaint).

9 16. **Venue.** Venue is proper in Humboldt County because Plaintiff Nick Vasquez is
10 a California citizen who resides in Arcata, California, which is in Humboldt County, and the
11 services at issue were purchased for, and provided to, Plaintiff Nick Vasquez's home in Arcata,
12 California.

13 **FACTUAL ALLEGATIONS OF SUDDENLINK'S BAIT AND SWITCH SCHEME**

14 17. Defendants provides internet, television, and telephone services to
15 approximately 19,000 households in California under the "Suddenlink" brand name. Virtually
16 all of Suddenlink's customers subscribe to internet; many also subscribe to television and/or
17 telephone services as part of a "bundled" internet service plan. (The term "internet service
18 plan" as used in this Complaint includes a service plan that "bundles" internet with other
19 services such as television or telephone.)

20 18. Suddenlink advertises all of its internet service plans at specific, flat monthly
21 prices that are locked-in for a promotional period. Suddenlink typically promises its customers
22 a one-year fixed-price promotional period, but Suddenlink also regularly advertises a "Price
23 For Life" promotion where it offers and promises its customers a fixed price for an internet
24 service plan for life.

25 19. Suddenlink has aggressively advertised its internet service plans through
26 pervasive marketing directed at the consuming public in California. This marketing has
27 included advertisements on its website; other internet advertising; materials and advertising at
28 its California retail stores including in the cities of Eureka, Truckee and Bishop where

1 customers can sign up for Suddenlink services; and video advertisements via YouTube,
2 Facebook, and Twitter.

3 20. Prior to February 2019, Suddenlink *included* in the advertised and quoted
4 monthly internet service plan price all monthly internet service costs that would be charged on
5 the monthly bill.

6 21. But beginning in February 2019, Suddenlink began padding its bills with a
7 newly invented and disguised \$2.50 extra charge for internet service (which was not included
8 in the advertised and quoted service plan price) which it called the “Network Enhancement
9 Fee.” Suddenlink buried the Network Enhancement Fee alongside taxes and government fees in
10 the “Taxes, Fees & Other Charges” section of the bill. Suddenlink provided no definition or
11 explanation of the Network Enhancement Fee in its monthly bills or on its website.

12 22. In February 2020, Suddenlink increased the Network Enhancement Fee by
13 \$1.00, to \$3.50 per month.

14 23. Suddenlink has utilized this fabricated and arbitrary Network Enhancement Fee
15 as part of a “bait-and-switch” scheme whereby Suddenlink (a) advertises and promises a lower
16 monthly price for its internet service plans than it actually charges, and then (b) surreptitiously
17 increases the monthly service rate for its customers, including in the middle of a promised
18 fixed-rate promotional period, by increasing the amount of the Network Enhancement Fee.

19 24. Based on Plaintiff’s calculations, through this bait-and-switch scheme
20 Defendants have extracted approximately \$1.8 million in Network Enhancement Fee payments
21 from their California subscribers.²

22
23
24 ² These estimated damages suffered by California consumers (who comprise the proposed
25 Class) are calculated as follows:

26 Assumptions:

- 27 • Approximately 19,000 California subscribers at any one time during the class period
- 28 • 12 months where subscribers were charged a \$2.50 Network Enhancement Fee (February 2019 – January 2020)
- 18 months where subscribers were charged a \$3.50 Network Enhancement Fee (February 2020 – July 2021)

Calculation: $19,000 * ((12 * \$2.50) + (18 * \$3.50)) = \$1.77 \text{ million.}$

A. Suddenlink’s Website Advertising and Online Purchase Process Made False and Misleading Statements About the Prices Suddenlink Charged for Its Internet Service Plans.

25. Suddenlink explicitly represented in its website advertising and representations to consumers like Plaintiff that the advertised price for the internet service plan included all of the monthly service charges, and that the monthly rate would be fixed during the specified promotional period.

26. For example, **Exhibits A-D** are screenshots taken on March 16, 2021, that show Suddenlink’s online order process for the Internet 100 Unlimited Data and Value TV bundle available in California. As **Exhibits A-D** show, Suddenlink’s online order process consists of four webpages: (1) the “Choose Services” webpage (**Exhibit A**); (2) the “Customize” service package webpage (**Exhibit B**); (3) the “Customer Info” webpage (**Exhibit C**); and (4) the “Schedule Installation” and order submittal webpage (**Exhibit D**).

27. On the “Choose Services” webpage (see the screenshot below and at **Exhibit A**), Suddenlink advertised the Internet 100 Unlimited Data and Value TV bundle plan (second from the right) at a flat \$70.00 a month for one year.

The screenshot shows the Suddenlink website interface for selecting services. At the top, there is a progress bar with five steps: 1. Choose Services, 2. Customize, 3. Customer Info, 4. Schedule Installation, and 5. Order Confirmation. Below this, the heading "SHOW ME BUNDLES WITH:" is followed by checkboxes for "Internet", "Television", and "Home Phone". Four service bundles are displayed in a row:

- Internet 75 and Basic TV:** \$40.00 mo./1 yr. Includes a "Select" button and a \$200 Suddenlink Reward Card.
- Internet 75 and Value TV:** \$50.00 mo./1 yr. Includes a "Select" button and a \$200 Suddenlink Reward Card.
- Internet 100 Unlimited Data and Value TV:** \$70.00 mo./1 yr. Includes a "Select" button and a \$200 Suddenlink Reward Card.
- Internet 150 Unlimited Data and Value TV:** \$90.00 mo./1 yr. Includes a "Select" button and a \$200 Suddenlink Reward Card.

Below each bundle, there is a "FREE INSTALL" label. The \$70.00 bundle is the second from the right.

28. Below the \$70.00 price was smaller text reading: “Plus taxes, fees and other charges.” There was no adjacent link or additional text specifying what taxes, fees and other charges would apply. A reasonable consumer would assume that any “taxes, fees and other

1 charges” would be legitimate government or pass-through charges outside of Suddenlink’s
 2 control, as opposed to a fabricated and arbitrary fee which was a disguised double-charge to
 3 provide the same internet service that Suddenlink advertised as included in the \$70.00 price.

4 29. After selecting the \$70.00 plan, the consumer was then taken to the “Customize”
 5 webpage (see the screenshot below and at **Exhibit B**) where the consumer could customize the
 6 services and add-ons.

7 Choose Services — **2 Customize** — 3 Customer Info — 4 Schedule Installation — 5 Order Confirmation

8 **CUSTOMIZE YOUR SERVICE** **YOUR PACKAGE**

9 **SET UP YOUR EQUIPMENT**

10 Modem ⓘ **\$10.00/MO.**

11 • Smart Router

12 • In-home WiFi

13 • 24/7 Tech support

14 Use my own Modem & WiFi Router

15 • Requires a Suddenlink certified modem

16 • Wireless router, in-home Smart WiFi, and free modem upgrades not included

17 How many TVs would you like service on? +

18 I would like TiVo Any Room DVR ⓘ

19 TV 1 High Definition Cable Box **\$11.00/MO.**

20 • New outlet installations are not covered and will require additional charges.

21 **INTERNET EXPERIENCE**

22 Internet 150 Unlimited Data for **\$20.00 more per month**

23 **TV EXPERIENCE**

24 Suddenlink Select TV for **\$15.00 more per month**

25 • 290 channels including NFL Network [View Channels](#)

26 Suddenlink Premier TV for **\$35.00 more per month**

27 • 340 channels including HBO Max & NFL Network [View Channels](#)

28 **Add Channels**

HBO Max ⓘ **\$14.99/MO.**

Showtime and The Movie Channel **\$10.99/MO.**

Starz and Starz Encore **\$9.99/MO.**

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total **\$81.00**

Monthly Charges:

Internet 100 Unlimited Data and Value TV **\$75.00**

Auto Pay and Paperless Billing Discount **-\$5.00**

High Definition Cable Box **\$11.00**

Use my own Modem & WiFi Router **\$0.00**

One Time Charges:

\$200 Gift with Purchase Promotion **\$0.00**

Free TV Installation **\$0.00**

Promo Code:

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

30. In this example, a high definition cable box was added for \$11.00 per month. On
 the right side of the “Customize” webpage Suddenlink prominently stated that the “Monthly
 Total” including the cable box was \$81.00. Directly below that, Suddenlink listed a breakdown
 showing that the “Monthly Charge” for the “Internet 100 Unlimited Data and Value TV”

1 service plan was \$75.00 (prior to the application of a \$5.00 discount for enrolling in “Auto
2 Pay”). There was no asterisk or disclosure language adjacent to the prices indicating that there
3 would be an additional monthly internet service charge of \$3.50 such that the true monthly cost
4 of the Internet 100 Unlimited Data and Value TV service plan would be \$78.50, not \$75.00
5 (prior to applying the \$5.00 Auto Pay discount), or that the true “Monthly Total” for the
6 “package” would be \$84.50, not \$81.00.

7 31. There was no disclosure language indicating that the service price could be
8 raised at any time during the purported fixed-rate period. Below the list of charges, there was
9 small print reading: “For residential customers only. Additional taxes, fees, surcharges and
10 restrictions apply.” There was no link or additional text explaining what additional taxes, fees,
11 and surcharges would apply. A reasonable consumer would assume that “taxes, fees,
12 surcharges” referred to legitimate government or pass-through charges outside of Suddenlink’s
13 control, as opposed to a bogus fee which was in fact a disguised double-charge for the same
14 internet service above and beyond the quoted service price.

15 32. Next, the customer was taken to the “Customer Info” webpage (**Exhibit C**).
16 Again, the right side of the webpage continued to state that the “Monthly Total” was \$81.00
17 and that the “Monthly Charge” for the Internet 100 Unlimited Data and Value TV service plan
18 was \$75.00.

19 33. The final page in the online order process was the “Schedule Installation” and
20 order submission webpage (**Exhibit D**). On this webpage, which contained a “Place Order”
21 button, Suddenlink again stated that the “Monthly Total” was \$81.00 and that the “Monthly
22 Charge” for the Internet 100 Unlimited Data and Value TV service plan was \$75.00.

23 34. On none of these order process webpages was there any mention of the
24 additional Network Enhancement Fee or its amount.

25 35. In fact, the advertised price for the internet service plan was false, because it did
26 not include the additional \$3.50 for the so-called Network Enhancement Fee which Suddenlink
27 automatically charged to all internet customers, and which was in fact a fabricated and
28 disguised double-charge for the promised internet service.

1 36. Any disclosures which Suddenlink made about the Network Enhancement Fee
 2 were themselves part and parcel of Suddenlink’s deceptive practice, whereby Suddenlink
 3 advertises and quotes the lower-than-actual internet service price and then deceptively presents
 4 the Network Enhancement Fee as something separate even though it is a bogus fee for the same
 5 internet service quoted in the internet service plan price. For example, the only way the
 6 existence of the Network Enhancement Fee could be found in this purchase process as of at
 7 least March 16, 2021, was if the consumer scrolled to the bottom of the initial “Choose
 8 Services” webpage and noticed and clicked on a tiny “Disclaimer” hyperlink. (*See Exhibit A*,
 9 screenshot of “Choose Services” webpage).

10 37. If the consumer clicked this small “Disclaimer” hyperlink, a pop-up box would
 11 appear with pages of fine print for various Suddenlink service plans (see *Exhibit E*). Buried
 12 deep in this fine print was the sentence: “EQUIP, TAXES & FEES: Free standard installation
 13 with online orders. visit suddenlink.com/installation for details. . . . A \$3.50 Network
 14 Enhancement Fee applies. Surcharges, taxes, plus certain add’l charges and fees will be added
 15 to bill, and are subject to change during and after promotion period.” Nowhere in this tiny print
 16 (which only displayed after clicking a small “Disclaimer” hyperlink at the bottom of the page)
 17 does Suddenlink define or explain what the Network Enhancement Fee is.³

18 38. Even if a consumer saw this hidden disclaimer, the disclaimer simply reinforces
 19 and furthers Suddenlink’s deception that the (undefined) Network Enhancement Fee is to pay
 20 for something separate from the internet service itself, even though the Fee is in fact an
 21 invented double-charge for the same internet service quoted in the internet service plan price.
 22 Even worse, the disclaimer is additionally misleading because by listing the Network
 23 Enhancement Fee in the fine print under “TAXES & FEES,” Suddenlink is falsely and
 24 intentionally indicating to the consumer that the Network Enhancement Fee is a legitimate

25 _____
 26 ³ As of at least December 21, 2020, a definition of the Network Enhancement Fee could not be
 27 found anywhere on the entire Suddenlink website. Even if a customer clicked on a tiny link in
 28 the footer of the homepage for “Online help,” and then did a search for “Network Enhancement
 Fee” in the search bar, zero results were displayed. Likewise, on the sample internet service bill
 which was posted in the “Online help” section of the Suddenlink website as of December 21,
 2020, the Network Enhancement Fee was listed nowhere.

1 government fee outside of Suddenlink’s control.⁴

2 39. Meanwhile, Suddenlink’s form terms of service (the “Residential Services
3 Agreement”⁵) posted on the Suddenlink website does not name or disclose the existence of the
4 Network Enhancement Fee, despite listing and naming numerous other specific charges and
5 fees that customers need to pay.

6 **B. Suddenlink’s Sales Agents Make False and Misleading Statements About**
7 **the Prices Suddenlink Charges for Its Cable Television Service Plans.**

8 40. Suddenlink also engages in this bait-and-switch scheme with consumers who
9 sign up for Suddenlink internet service plans over the phone, via internet chat, or at one of
10 Suddenlink’s brick-and-mortar stores. When a consumer signs up for services through a
11 Suddenlink sales agent, the agent presents the consumer with the same menu of internet service
12 plans and prices that are on Suddenlink’s sales website. The offers are exactly the same,
13 including the advertised monthly rate which excludes the Network Enhancement Fee.

14 41. Suddenlink’s uniform policy and practice is for its sales agents (including
15 telesales agents and in-store sales staff) to: (1) not disclose or mention the existence of the
16 Network Enhancement Fee; and (2) quote prices for its internet service plans which *exclude* the
17 amount of the Network Enhancement Fee.

18 42. When Suddenlink agents quote customers the total order price (which excludes
19

20 ⁴ Days before the Complaint was filed, it appears that Suddenlink slightly revised part of the
21 online purchase process to now mention the existence and amount of the Network
22 Enhancement Fee. However, this additional disclosure does not bring Suddenlink’s current
23 practices in compliance with California law, even with regard to the online purchase process.
24 Suddenlink continues to advertise and quote the lower-than-actual internet service price and
25 then deceptively present the Network Enhancement Fee as something separate even though it is
26 in fact an invented and arbitrary double-charge for the same internet service quoted in the
27 internet service plan price. The online advertised service plan prices and plan descriptions still
do not include or mention the Network Enhancement Fee; the “Choose Services” webpage still
does not mention the Fee; nowhere in the online purchase process is the Fee explained or
defined; and nowhere in the online purchase process is it disclosed that the Fee may be
increased in the middle of the supposedly fixed-price promotional period. Meanwhile, all other
deceptive practices, misrepresentations and omissions described in the Complaint remain
unchanged.

28 ⁵ Available at <https://www.suddenlink.com/residential-services-agreement>, last accessed July
13, 2021.

1 the amount of the Network Enhancement Fee), the most they say, if anything, about any
2 additional charges is that the quoted price is the total “plus taxes” or “plus taxes and fees.” A
3 reasonable consumer would interpret the phrase “taxes and fees” to mean government or
4 regulatory charges, as opposed to an invented and arbitrary double-charge to provide the same
5 internet service that was quoted in the internet service plan price.

6 43. Discovery will show that Suddenlink has a uniform, standard policy of directing
7 its sales agents to not mention or disclose the existence of the Network Enhancement Fee or its
8 amount, and to at most mention (if at all) that the advertised price is the total monthly service
9 price plus “taxes” or “taxes and fees.”

10 44. Suddenlink sales agents are likewise trained to push promotional offers by
11 promising customers that the advertised service rates are guaranteed not to increase during the
12 promotional period. Suddenlink regularly advertises 12-month fixed-price promotions.
13 Suddenlink also often advertises “Price For Life” promotions, where Suddenlink promises that
14 the monthly service plan rate will not increase during the life of the customer’s service with
15 Suddenlink. These representations of fixed internet service rates are false because Suddenlink
16 in fact reserves the right to, and does, increase its service prices during the promotional period
17 by increasing the Network Enhancement Fee.

18 **C. Suddenlink Continues To Deceive Customers After They Sign Up.**

19 45. Suddenlink continues to deceive its customers about the Network Enhancement
20 Fee and the true monthly price of its internet services even after they have signed up and are
21 paying for the services.

22 46. Suddenlink first began sneaking the Network Enhancement Fee onto all of its
23 customers’ bills in February 2019, at a rate of \$2.50 per month. For customers who signed up
24 prior to February 2019, the first time they could have possibly learned about the existence of
25 the Fee was on their bill after the Fee was introduced. This could have been months or years
26 after the customer had signed up with Suddenlink, and it could have also been while the
27 customer was still under a promised fixed-price promotion (including a “Price For Life”
28 promotion).

1 47. For customers who signed up after Suddenlink began imposing the Network
2 Enhancement Fee, the billing statements were the first possible chance they could have learned
3 about the Fee, and by the time they received their first statement they were already committed
4 to their purchase.

5 48. Moreover, far from constituting even a belated disclosure, the monthly billing
6 statements serve to further Suddenlink’s scheme and deception. The bill deceptively presents
7 the Network Enhancement Fee as something separate from the service, even though it is in fact
8 an invented and arbitrary double-charge for the same internet service quoted in the internet
9 service plan price. Suddenlink does not list the Network Enhancement Fee in the “Current
10 Monthly Charges” section of the bill, even though it is an ongoing monthly (bogus) extra
11 charge for internet service. Instead, Suddenlink buries the Fee in the “Taxes, Fees & Other
12 Charges” section of the bill, lumped together with purported taxes and government charges.
13 This misleadingly tells Suddenlink’s customers that the Network Enhancement Fee is a tax or
14 other legitimate government fee, when in fact it is a bogus double-charge for the same internet
15 service quoted and promised at the advertised lower rate.

16 49. Suddenlink does not define or explain the Network Enhancement Fee anywhere
17 on its billing statements. Even worse, the only explanation about “fees” on the customer bill
18 that Suddenlink does provide indicates that all fees on the bill are government related. In the
19 fine print of the bill, under “Billing Information,” Suddenlink states: “Your bill includes all
20 government fees.” Moreover, for internet-only subscribers, such as Plaintiff Nick Vasquez, the
21 only “fee” that is typically on their bill is the Network Enhancement Fee.

22 50. Thus, even if a customer noticed the existence of the hidden Network
23 Enhancement Fee on the bill, the customer would reasonably assume—just as Suddenlink
24 intends—that the Fee is a legitimate government tax or fee outside of Suddenlink’s control.

25 51. However, the Network Enhancement Fee is not a tax or government fee. The
26 Fee is not even a third-party pass-through charge. Suddenlink invented the so-called “Network
27 Enhancement Fee” out of whole cloth, and the existence of the Fee and its amount are arbitrary
28 and entirely within Suddenlink’s control. Suddenlink concocted the Fee as a way to deceptively

1 charge more for its internet service without advertising a higher rate and to covertly increase
2 customers' rates, including during their promised fixed-rate promotional period.

3 52. Many, if not most, customers will not read the printed monthly statements
4 described above at all because Suddenlink encourages its customers to sign up for electronic
5 billing and automatic payment in lieu of receiving paper statements.

6 53. If a customer happens to notice the Network Enhancement Fee has been charged
7 on the customer's monthly statement and contacts Suddenlink via phone or online to inquire
8 about the Fee, Suddenlink agents falsely tell the customer that the Fee is a tax or a pass-through
9 government charge over which Suddenlink has no control.

10 **D. Suddenlink Intentionally Makes It Difficult for Customers to Cancel**
11 **Service.**

12 54. If customers realize that their actual total monthly bill is higher than promised
13 when they receive their monthly billing statements, they cannot simply back out of the deal
14 without penalty or cost, even if they notice the Network Enhancement Fee overcharge on their
15 very first statement.

16 55. First, Suddenlink's 30-Day Money Back Guarantee *excludes* the Network
17 Enhancement Fee. According to Suddenlink's website: "30-day money back is only on the
18 monthly service fee," i.e., only on the base price of the service.⁶

19 56. Second, most customers, including Plaintiff Nick Vasquez, were required to pay
20 a one-time non-refundable "Standard Installation" charge on sign-up. When Mr. Vasquez
21 signed up for services in September 2020, he was billed and paid a \$59.00 "Standard
22 Installation" charge.

23 57. Third, Suddenlink's Residential Services Agreement has an "Early Termination
24 Fees" provision, which states at Section 5: "If you cancel, terminate or downgrade the
25 Service(s) before the completion of any required promotional term to which You agreed
26 ('Initial Term'), you agree to pay Suddenlink any applicable early cancellation fee plus all
27

28 ⁶ See <https://www.suddenlink.com/promotion-offer-disclaimers> (last accessed July 13, 2021).

1 outstanding charges for all Services used and Equipment purchased for which you have not
2 paid us prior to termination.”⁷ This indicates to customers that if they terminate service prior to
3 end of their promotional fixed-price period, they may be subject to a “cancellation fee.”

4 58. Fourth, Suddenlink does not pro-rate cancellations. Thus, customers are
5 charged for the cost of the *entire* month even if they cancel on the very first day of the service
6 month.⁸

7 59. Fifth, customers may also rent or purchase equipment to use exclusively with
8 Suddenlink’s services, such as internet and telephone modems and wireless routers, and digital
9 cable converter boxes.

10 60. Suddenlink’s installation fee, refusal to provide a full refund despite the
11 purported 30-day money back guarantee, refusal to pro-rate cancellations, and early termination
12 fee are designed by Suddenlink to penalize and deter customers from cancelling after signing
13 up. And Suddenlink’s policies are deliberately and knowingly designed by Suddenlink to lock
14 customers in if and when they deduce that they are being charged more per month than
15 advertised for Suddenlink’s internet services.

16 61. Because the initial amount of the Network Enhancement Fee (\$2.50 in February
17 2019) and the subsequent increase of \$1.00 approximately a year later were relatively small in
18 proportion to Suddenlink’s total monthly charges, Suddenlink knew that its customers were
19 unlikely to notice the increased charge on the total price on their monthly bills. Given that
20 legitimate taxes and other government-related charges can already vary by amounts of a dollar
21 or so from month to month, Suddenlink knows that its customers reasonably expect small
22 changes in the total amount billed each month. Suddenlink knows that its customers would not
23 be readily able to tell that Suddenlink increased the service price via the Network Enhancement
24 Fee by merely comparing the total amount billed in a particular month to the total amount

25 _____
26 ⁷ See <https://www.suddenlink.com/residential-services-agreement> (last accessed July 13, 2021).

27 ⁸ The Residential Services Agreement states: “PAYMENTS ARE NONREFUNDABLE AND
28 THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIODS. ... Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period.”

1 billed in the prior month or months. And even if customers did notice, they would be fooled
2 into thinking the increase was due to a change in a tax or government fee because the Network
3 Enhancement Fee was hidden in the “taxes” section of the bill and “fees” are only described as
4 “government fees” on the bill.

5 62. When Suddenlink increased the Network Enhancement Fee in 2020, Suddenlink
6 hid the increase by providing no disclosure or explanation whatsoever anywhere on the first
7 billing statement containing the increase, other than listing the increased Fee itself (buried in
8 the “Taxes, Fees & Other Charges” section). Even a customer who read the entire bill would
9 have zero notice that Suddenlink had increased the Fee, or whether or why the customer’s new
10 monthly bill was higher than the prior month’s total.

11 **PLAINTIFF’S FACTUAL ALLEGATIONS**

12 63. Plaintiff Nick Vasquez is, and at all relevant times has been, a citizen and
13 resident of Humboldt County, California.

14 64. On or around August 28, 2020, Mr. Vasquez went to the Suddenlink website to
15 learn about Suddenlink’s internet service offerings for his residence in Arcata, California.

16 65. After browsing Suddenlink’s internet service plan offerings, Mr. Vasquez
17 selected Suddenlink’s Internet 100 service plan, which Suddenlink advertised would be fixed in
18 price for a one-year promotional period.

19 66. Mr. Vasquez was then brought to the “Customize Your Service” webpage.
20 Suddenlink displayed on the right side of the webpage that the “Monthly Charges” for the
21 Internet 100 service plan would be \$40.00, minus a \$5.00 discount if he enrolled in “Auto Pay.”
22 Suddenlink repeated these representations of the “Monthly Charges” for the internet service
23 plan on the following “Customer Info” and “Schedule Installation” webpages. Suddenlink
24 made no mention of the additional Network Enhancement Fee or its amount on any of these
25 webpages.

26 67. On the order submission webpage, Mr. Vasquez chose not to select the option to
27 enroll in “Auto Pay.” Suddenlink indicated again on the webpage that without the “Auto Pay”
28 discount, the “Monthly Charges” for the Internet 100 service plan would be \$40.00. Suddenlink

1 made no mention of the additional Network Enhancement Fee or its amount.

2 68. Based on these representations, Mr. Vasquez submitted his order by clicking on
3 the “Place Order” button.

4 69. At no point was Mr. Vasquez aware that Suddenlink would bill him any
5 additional monthly internet service charges above the \$40.00 promised rate. At no point did
6 Mr. Vasquez view any mention of the existence of additional monthly internet service charges
7 such as the Network Enhancement Fee.

8 70. When Mr. Vasquez purchased his internet service plan, he also paid Suddenlink
9 a one-time installation fee of \$59.00.

10 71. During his first several months of service, Mr. Vasquez did not notice the
11 additional \$3.50 monthly Network Enhancement Fee on his bills. Rather than listing or
12 including the Fee in the “Current Monthly Charges” section of the bill, Suddenlink listed the
13 Fee in a separate “Taxes, Fees & Other Charges” section. On Plaintiff’s first bill (September
14 2020), the \$3.50 Network Enhancement Fee was grouped together with an \$0.85 Sales Tax. On
15 his next bill (October 2020), the Fee was grouped with a - \$0.60 Sales Tax. For Plaintiff’s
16 subsequent bills, the Network Enhancement Fee was the only charge under the “Taxes, Fees &
17 Other Charges” section. The only explanation of “fees” on Mr. Vasquez’s bill was in the fine
18 print, which stated: “Your bill includes all government fees.” Even if Mr. Vasquez had noticed
19 the Fee, he would have reasonably assumed that the Network Enhancement Fee—which was
20 the only “fee” on his bill—was a government fee.

21 72. Suddenlink’s billing statements did not inform or adequately disclose to Mr.
22 Vasquez that Suddenlink was adding a bogus double-charge for internet service which it
23 disguised in the form of the “Network Enhancement Fee” each month. Suddenlink never
24 adequately or accurately disclosed the true nature of the Network Enhancement Fee.

25 73. Mr. Vasquez did not know, nor could he have known, that the Network
26 Enhancement Fee was invented by Suddenlink as part of a scheme to covertly charge a higher
27 price for internet service than advertised and as a way to raise the monthly rate at any time,
28 even during Mr. Vasquez’s 12-month fixed-price promotional period.

1 Suddenlink has a controlling interest, Suddenlink’s agents and employees, the bench officers to
2 whom this civil action is assigned, and the members of each bench officer’s staff and
3 immediate family.

4 81. **Numerosity.** The number of members of the Class are so numerous that joinder
5 of all members would be impracticable. Plaintiff does not know the exact number of Class
6 members prior to discovery. However, based on information and belief, there are between
7 19,000 and 25,000 Class members. The exact number and identities of Class members are
8 contained in Suddenlink’s records and can be easily ascertained from those records.

9 82. **Commonality and Predominance.** Common legal or factual questions affect the
10 members of the Class. These questions predominate over questions that might affect individual
11 Class members. These common questions include, but are not limited to:

- 12 a. Whether California law applies to the claims of Plaintiff and the Class;
- 13 b. Whether Suddenlink employs a uniform policy of charging the Network
14 Enhancement Fee to its California customers;
- 15 c. Whether the Network Enhancement Fee is a bogus or made-up fee;
- 16 d. Whether the amount of the Network Enhancement Fee is arbitrary;
- 17 e. Whether the Network Enhancement fee is a disguised double-charge for
18 internet service;
- 19 f. What is the nature and purpose of the Network Enhancement Fee;
- 20 g. What costs does the Network Enhancement Fee pay for and how are the
21 revenues from the Network Enhancement Fee spent;
- 22 h. Why did Suddenlink decide to start charging the Network Enhancement
23 Fee;
- 24 i. Why does Suddenlink not include the amount of the Network
25 Enhancement Fee in the advertised and quoted service plan price;
- 26 j. Whether Suddenlink’s policy and practice of advertising and quoting the
27 prices of its internet service plans without including the amount of the Network Enhancement
28 Fee is false, deceptive, or misleading;

1 k. Whether Suddenlink’s policy and practice of advertising and
2 representing that the prices of its internet service plans are fixed and will not increase during a
3 specified promotional period, when in fact Suddenlink reserves the right to increase service
4 prices during that period by increasing the Network Enhancement Fee, is false, deceptive, or
5 misleading;

6 l. Whether Suddenlink employs a uniform policy and practice of listing the
7 Network Enhancement Fee in the “Taxes, Fees & Other Charges” section of the customer bill;

8 m. Why did Suddenlink decide to list the Network Enhancement Fee in the
9 “Taxes, Fees & Other Charges” section of the bill, and to not list the Fee in the “Current
10 Monthly Charges” section of the bill;

11 n. Why does Suddenlink not define or explain the Network Enhancement
12 Fee in its monthly billing statements;

13 o. Whether Suddenlink deliberately hides and obscures the nature of the
14 Network Enhancement Fee in its billing statements;

15 p. Whether Suddenlink adequately or accurately disclosed the existence of
16 the Network Enhancement Fee, its nature, or its amount, to the Class;

17 q. Whether Suddenlink’s misrepresentations and misconduct alleged herein
18 violate California Civil Code § 1750 *et seq.* (CLRA), California Business & Professions Code §
19 17500 *et seq.* (FAL), and California Business & Professions Code § 17200 *et seq.* (UCL); and

20 r. Whether Plaintiff and the Class are entitled to an order prohibiting
21 Suddenlink from continuing to charge them the Network Enhancement Fee.

22 83. **Typicality.** Plaintiff’s claims are typical of Class members’ claims. Plaintiff and
23 Class members all sustained injury as a direct result of Suddenlink’s standard practices and
24 schemes, bring the same claims, and face the same potential defenses.

25 84. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.
26 Plaintiff has no interests antagonistic to Class members’ interests. Plaintiff has retained counsel
27 with considerable experience and success in prosecuting complex class action and consumer
28 protection cases.

1 85. *Superiority*. Further, a class action is superior to all other available methods for
2 fairly and efficiently adjudicating this controversy. Each Class member's interests are small
3 compared to the burden and expense required to litigate each of their claims individually, so it
4 would be impractical and would not make economic sense for class members to seek individual
5 redress for Defendants' conduct. Individual litigation would add administrative burden on the
6 courts, increasing the delay and expense to all parties and to the court system. Individual
7 litigation would also create the potential for inconsistent or contradictory judgments regarding
8 the same uniform conduct. A single adjudication would create economies of scale and
9 comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
10 difficulties in managing a class action trial.

11 86. By their conduct and omissions alleged herein, Defendants have acted and
12 refused to act on grounds that apply generally to the Class.

13 87. The prosecution of separate actions by individual Class members would create a
14 risk of inconsistent or varying adjudications.

15 88. A class action is the only practical, available method for the fair and efficient
16 adjudication of the controversy since, inter alia, the harm suffered by each Class member is too
17 small to make individual actions economically feasible.

18 89. Common questions will predominate, and there will be no unusual
19 manageability issues.

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

1 actual or potential buyer or customer.

2 **CAUSES OF ACTION**

3 **COUNT I**

4 **Violation of the Consumers Legal Remedies Act (“CLRA”)
California Civil Code § 1750 *et seq.***

5 91. Plaintiff Nick Vasquez realleges and incorporates by reference all paragraphs
6 previously alleged herein.

7 92. Plaintiff brings this claim in his individual capacity, in his capacity as a private
8 attorney general seeking the imposition of public injunctive relief to protect the general public,
9 and as a representative of the Class.

10 93. Each Defendant is a “person,” as defined by Cal. Civ. Code § 1761(c).

11 94. Plaintiff and Class members are each “consumers,” as defined by Cal. Civ. Code
12 §1761(d).

13 95. Suddenlink’s internet service plans—including service plans that “bundle”
14 internet with other services such as television and telephone—are “services,” as defined by Cal.
15 Civ. Code § 1761(b).

16 96. The purchase of a Suddenlink internet service plan by Plaintiff and Class
17 members is a “transaction,” as defined by Cal. Civ. Code § 1761(e).

18 97. Plaintiff and Class members purchased Suddenlink’s internet service plans for
19 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

20 98. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
21 of the transactions at issue occurred in this county. Plaintiff’s declaration establishing that this
22 Court is a proper venue for this action is attached hereto as **Exhibit F**.

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

27 100. Suddenlink intentionally deceived Plaintiff and the Class, and continues to
28 deceive the general public, by:

1 a. Misrepresenting the prices of Suddenlink’s internet service plans by
2 advertising or quoting an internet service plan price that does not include applicable monthly
3 service charges such as the Network Enhancement Fee;

4 b. Inventing a bogus “Network Enhancement Fee” out of whole cloth and
5 not including that Fee amount in the advertised and quoted price of the internet service plan,
6 when in fact the Fee is an arbitrary and disguised double-charge for the internet service
7 promised in the plan;

8 c. Misrepresenting that the prices of its internet service plans are fixed and
9 will not increase during a specified promotional period, when in fact Suddenlink reserves the
10 right to increase service prices during that period by increasing discretionary monthly service
11 charges such as the Network Enhancement Fee;

12 d. Misrepresenting the nature of the Network Enhancement Fee, including
13 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
14 fee, or charge over which Suddenlink has no control; and

15 e. Misrepresenting the nature of the Network Enhancement Fee on the
16 customer bill by burying it alongside taxes and government fees in the “Taxes, Fees & Other
17 Charges” section of the bill.

18 101. Suddenlink’s conduct alleged herein has violated the CLRA in multiple respects,
19 including, but not limited to, the following:

20 a. Suddenlink represented that its internet service plans had characteristics
21 that they did not have (Cal. Civ. Code § 1770(a)(5));

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

24 c. Suddenlink made false or misleading statements of fact concerning
25 reasons for, existence of, or amounts of, price reductions. (Cal. Civ. Code § 1770(a)(13));

26 d. Suddenlink misrepresented that its internet service plans were supplied
27 in accordance with previous representations when they were not (Cal. Civ. Code
28 § 1770(a)(16)); and

1 e. Suddenlink inserted unconscionable provisions in its consumer
2 agreements, including an arbitration clause which waives the right to seek public injunctive
3 relief in any forum, in violation of California law (Cal. Civ. Code § 1770(a)(19)).

4 102. With respect to any omissions, Suddenlink at all relevant times had a duty to
5 disclose the information in question because, inter alia: (a) Suddenlink had exclusive
6 knowledge of material information that was not known to Plaintiff and Class members; (b)
7 Suddenlink concealed material information from Plaintiff and Class members; and (c)
8 Suddenlink made partial representations, including regarding the supposed monthly rate of its
9 internet service plans, which were false and misleading absent the omitted information.

10 103. Suddenlink's misrepresentations deceive and have a tendency to deceive the
11 general public.

12 104. Suddenlink's misrepresentations are material, in that a reasonable person would
13 attach importance to the information and would be induced to act on the information in making
14 purchase decisions.

15 105. Plaintiff and Class members reasonably relied on Suddenlink's material
16 misrepresentations, and would not have purchased, or would have paid less money for,
17 Suddenlink's internet services had they known the truth.

18 106. As a direct and proximate result of Suddenlink's violations of the CLRA,
19 Plaintiff and Class members have been harmed and lost money or property in the amount of the
20 Network Enhancement Fees they have been charged and paid. Moreover, Suddenlink continues
21 to charge Plaintiff and Class members the Network Enhancement Fee and may continue to
22 increase its service prices via Fee increases.

23 107. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
24 and the general public.

25 108. Plaintiff lacks an adequate remedy at law to prevent Suddenlink's continued
26 misrepresentations. Suddenlink's conduct is ongoing and is likely to continue and recur absent
27 a permanent injunction.

28 109. Plaintiff, on behalf of himself and as a private attorney general, seeks public

1 injunctive relief under the CLRA to protect the general public from Suddenlink’s false
2 advertising and misrepresentations.

3 110. In accordance with California Civil Code § 1782(a), on May 3, 2021, Plaintiff,
4 through counsel, served Defendants with notice of their CLRA violations by USPS certified
5 mail, return receipt requested. Defendants did not respond whatsoever to Plaintiff’s notification
6 letter. Defendants failed to give, or to agree to give within a reasonable time, an appropriate
7 correction, repair, replacement, or other remedy for their CLRA violations within 30 days of
8 their receipt on May 11, 2021, of the CLRA demand notice. Accordingly, pursuant to Sections
9 1780 and 1782(b) of the CLRA, Plaintiff and the Class are entitled to recover actual damages
10 (currently estimated to be approximately \$1.8 million), attorneys’ fees and costs, and any other
11 relief the Court deems proper for Suddenlink’s CLRA violations.

12 **COUNT II**
13 **Violation of California’s False Advertising Law**
California Business and Professions Code § 17500 et seq.

14 111. Plaintiff realleges and incorporates by reference all paragraphs previously
15 alleged herein.

16 112. Plaintiff brings this claim in his individual capacity, in his capacity as a private
17 attorney general seeking the imposition of public injunctive relief to protect the general public,
18 and as a representative of the Class.

19 113. By its conduct alleged herein, Suddenlink has committed acts of untrue and
20 misleading advertising, as defined by and in violation of California Business & Professions
21 Code § 17500, *et seq.*, also known as California’s False Advertising Law (“FAL”). These acts
22 include but are not limited to:

23 a. Misrepresenting the prices of Suddenlink’s internet service plans by
24 advertising or quoting an internet service plan price that does not include applicable monthly
25 service charges such as the Network Enhancement Fee;

26 b. Misrepresenting that the prices of its internet service plans are fixed and
27 will not increase during a specified promotional period, when in fact Suddenlink reserves the
28 right to increase service prices during that period by increasing discretionary monthly service

1 charges such as the Network Enhancement Fee; and

2 c. Misrepresenting the nature of the Network Enhancement Fee, including
3 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
4 fee, or charge over which Suddenlink has no control.

5 114. Suddenlink committed such violations of the FAL with actual knowledge that its
6 advertising was misleading, or Suddenlink, in the exercise of reasonable care, should have
7 known that its advertising was misleading.

8 115. Suddenlink's misrepresentations deceive and have a tendency to deceive the
9 general public.

10 116. Suddenlink intentionally deceived Plaintiff and Class members, and continues to
11 deceive the public.

12 117. Suddenlink's misrepresentations are material, in that a reasonable person would
13 attach importance to the information and would be induced to act on the information in making
14 purchase decisions.

15 118. Plaintiff and Class members reasonably relied on Suddenlink's material
16 misrepresentations, and would not have purchased, or would have paid less money for,
17 Suddenlink's internet services had they known the truth.

18 119. By its conduct alleged herein, Suddenlink received more money from Plaintiff
19 and Class members than it should have received, and that money is subject to restitution.

20 120. As a direct and proximate result of Suddenlink's violations of the FAL, Plaintiff
21 and Class members have been harmed and lost money or property in the amount of the
22 Network Enhancement Fees they have been charged and paid. Moreover, Suddenlink continues
23 to charge Plaintiff and Class members the Network Enhancement Fee and may continue to
24 increase its service prices via Fee increases.

25 121. Suddenlink's conduct has caused substantial injury to Plaintiff, Class members,
26 and the general public.

27 122. Plaintiff lacks an adequate remedy at law to prevent Suddenlink's continued
28 false advertising practices. Suddenlink's conduct is ongoing and is likely to continue and recur

1 absent a permanent injunction. Accordingly, Plaintiff seeks an order enjoining Suddenlink from
2 committing such practices.

3 123. Plaintiff, on behalf of himself and as a private attorney general, seeks public
4 injunctive relief under the FAL to protect the general public from Suddenlink's false
5 advertising.

6 124. Plaintiff further seeks an order granting restitution to Plaintiff and Class
7 members in an amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees
8 and costs under Cal. Code Civ. Proc. § 1021.5.

9 **COUNT III**
10 **Violation of California's Unfair Competition Law**
11 **California Business and Professions Code § 17200 *et seq.***

12 125. Plaintiff realleges and incorporates by reference all paragraphs previously
13 alleged herein.

14 126. Plaintiff brings this claim in his individual capacity, in his capacity as a private
15 attorney general seeking the imposition of public injunctive relief to protect the general public,
16 and as a representative of the Class.

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

20 128. Suddenlink has violated the UCL by engaging in the following **unlawful**
21 business acts and practices:

22 a. Making material misrepresentations in violation of Cal. Civ. Code §§
23 1770(a)(5, 9, 13 & 16) (the CLRA);

24 b. Inserting unconscionable provisions in its consumer agreements in
25 violation of Cal. Civ. Code § 1770(a)(19) (the CLRA), including an arbitration clause which
26 waives the right to seek public injunctive relief in any forum in violation of California law;

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

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

1 129. Suddenlink has violated the UCL by engaging in the following unfair and
2 fraudulent business acts and practices:

3 a. Misrepresenting the prices of Suddenlink’s internet service plans by
4 advertising or quoting an internet service plan price that does not include applicable monthly
5 service charges such as the Network Enhancement Fee;

6 b. Inventing a bogus “Network Enhancement Fee” out of whole cloth and
7 not including that Fee amount in the advertised and quoted price of the internet service plan,
8 when in fact the Fee is an arbitrary and disguised double-charge for the internet service
9 promised in the plan;

10 c. Misrepresenting that the prices of its internet service plans are fixed and
11 will not increase during a specified promotional period, when in fact Suddenlink reserves the
12 right to increase service prices during that period by increasing discretionary monthly service
13 charges such as the Network Enhancement Fee;

14 d. Misrepresenting the nature of the Network Enhancement Fee, including
15 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
16 fee, or charge over which Suddenlink has no control; and

17 e. Misrepresenting the nature of the Network Enhancement Fee on the
18 customer bill by burying it alongside taxes and government fees in the “Taxes, Fees & Other
19 Charges” section of the bill.

20 130. Suddenlink’s misrepresentations were likely to mislead reasonable consumers.

21 131. Suddenlink’s misrepresentations deceive and have a tendency to deceive the
22 general public.

23 132. Suddenlink’s misrepresentations are material, in that a reasonable person would
24 attach importance to the information and would be induced to act on the information in making
25 purchase decisions.

26 133. Suddenlink intentionally deceived Plaintiff and Class members, and continues to
27 deceive the public.

28 134. Plaintiff and Class members reasonably relied on Suddenlink’s material

1 misrepresentations, and would not have purchased, or would have paid less money for,
2 Suddenlink's internet services had they known the truth.

3 135. By its conduct alleged herein, Suddenlink received more money from Plaintiff
4 and Class members than it should have received, and that money is subject to restitution.

5 136. As a direct and proximate result of Suddenlink's unfair, unlawful, and
6 fraudulent conduct, Plaintiff and Class members lost money in the amount of the Network
7 Enhancement Fees they have been charged and paid. Moreover, Suddenlink continues to
8 charge Plaintiff and Class members the Network Enhancement Fee and may continue to
9 increase its service prices via Fee increases.

10 137. Suddenlink's conduct alleged herein is immoral, unethical, oppressive,
11 unscrupulous, unconscionable, and substantially injurious to Plaintiff, Class members, and the
12 general public. Perpetrating a years-long scheme of misleading and overcharging customers is
13 immoral, unethical, and unscrupulous. Moreover, Suddenlink's conduct is oppressive and
14 substantially injurious to consumers. By its conduct alleged herein, Suddenlink has improperly
15 extracted approximately \$1.8 million dollars from the Class. There is no utility to Suddenlink's
16 conduct, and even if there were any utility, it would be significantly outweighed by the gravity
17 of the harm to consumers caused by Suddenlink's conduct alleged herein.

18 138. Plaintiff lacks an adequate remedy at law. Suddenlink's conduct is ongoing and
19 is likely to continue and recur absent a permanent injunction.

20 139. Plaintiff, on behalf of himself and as a private attorney general, seeks public
21 injunctive relief under the UCL to protect the general public from Suddenlink's false
22 advertisements and misrepresentations.

23 140. Plaintiff further seeks an order granting restitution to Plaintiff and Class
24 members in an amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees
25 and costs under Cal. Code Civ. Proc. § 1021.5.

1 **PRAYER FOR RELIEF**

2
3 **Public Injunctive Relief:**

4 A. In order to prevent injury to the general public, Plaintiff Nick Vasquez
5 individually and as a private attorney general, requests that the Court enter a public injunction
6 against Suddenlink under the CLRA, FAL, and UCL as follows:

7 1. Permanently enjoin Suddenlink from advertising or quoting an internet
8 service plan⁹ price if that price does not include any applicable monthly service charges such as
9 the Network Enhancement Fee;

10 2. Permanently enjoin Suddenlink from advertising or representing that the
11 prices of its internet service plans are fixed and will not increase during a specified promotional
12 period, when in fact Suddenlink reserves the right to increase the service price during that
13 period by increasing discretionary monthly service charges such as the Network Enhancement
14 Fee;

15 3. Permanently enjoin Suddenlink, including Suddenlink’s sales and
16 customer service agents, from stating to members of the public that the Network Enhancement
17 Fee is any of the following: (a) a tax; (b) a government fee; (c) a regulatory fee; or (d) a charge
18 over which Suddenlink has no control;

19 4. Permanently enjoin Suddenlink from inventing a bogus internet service
20 fee (such as, but not limited to, the “Network Enhancement Fee”) out of whole cloth and then
21 not including that fee amount in the advertised and quoted price of the internet service plan,
22 when in fact the fee is an arbitrary and disguised double-charge for the internet service
23 promised in the plan; and

24 5. Retain jurisdiction to monitor Suddenlink’s compliance with the
25 permanent public injunctive relief.

26
27 _____
28 ⁹ The term “internet service plan” as used in this Complaint includes a service plan that
“bundles” internet with other services such as television or phone.

1 **Public Declaratory Relief:**

2 B. On behalf of the general public, Plaintiff Nick Vasquez as a private attorney
3 general requests that the Court declare that the following practices by Suddenlink are unlawful
4 under California law:

5 1. Misrepresenting the prices of Suddenlink’s internet service plans by
6 advertising or quoting an internet service plan price that does not include applicable monthly
7 service charges such as the Network Enhancement Fee;

8 2. Misrepresenting that the prices of its internet service plans are fixed and
9 will not increase during a specified promotional period, when in fact Suddenlink reserves the
10 right to increase service prices during that period by increasing discretionary monthly service
11 charges such as the Network Enhancement Fee;

12 3. Misrepresenting the nature of the Network Enhancement Fee, including
13 by stating or indicating that the Network Enhancement Fee is a tax, government fee, regulatory
14 fee, or charge over which Suddenlink has no control; and

15 4. Inventing a bogus internet service fee (such as, but not limited to, the
16 “Network Enhancement Fee”) out of whole cloth and not including that fee amount in the
17 advertised and quoted price of the internet service plan, when in fact the fee is an arbitrary and
18 disguised double-charge for the internet service promised in the plan.

19
20 **Individual and Class Relief:**

21 C. On behalf of himself and the proposed Class, Plaintiff Nick Vasquez requests
22 that the Court order relief and enter judgment against Suddenlink as follows:

23 1. Order Suddenlink to discontinue charging Plaintiff and Class members
24 the Network Enhancement Fee;

25 2. Order disgorgement or restitution, including, without limitation,
26 disgorgement of all revenues, profits and/or unjust enrichment that Suddenlink obtained,
27 directly or indirectly, from Plaintiff and Class members as a result of the unlawful conduct
28 alleged herein;

1 3. Declare that the following practices by Suddenlink are unlawful under
2 California law:

3 (a) Misrepresenting the prices of Suddenlink’s internet service plans
4 by advertising or quoting an internet service plan price that does not include applicable monthly
5 service charges such as the Network Enhancement Fee;

6 (b) Misrepresenting that the prices of its internet service plans are
7 fixed and will not increase during a specified promotional period, when in fact Suddenlink
8 reserves the right to increase service prices during that period by increasing discretionary
9 monthly service charges such as the Network Enhancement Fee;

10 (c) Misrepresenting the nature of the Network Enhancement Fee,
11 including by stating or indicating that the Network Enhancement Fee is a tax, government fee,
12 regulatory fee, or charge over which Suddenlink has no control;

13 (d) Misrepresenting the nature of the Network Enhancement Fee on
14 the customer bill by burying it alongside taxes and government fees in the “Taxes, Fees &
15 Other Charges” section of the bill; and

16 (e) Inventing a bogus internet service fee (such as, but not limited to,
17 the “Network Enhancement Fee”) out of whole cloth and then not including that fee amount in
18 the advertised and quoted price of the internet service plan, when in fact the fee is an arbitrary
19 and disguised double-charge for the internet service promised in the plan.

20 4. Order Suddenlink to pay damages in the amount of the Network
21 Enhancement Fee charges paid by Plaintiff and Class members, which is currently estimated to
22 total \$1.8 million;

23 5. Order Suddenlink to pay court attorneys’ fees, costs, and pre-judgment
24 and post-judgment interest to the extent allowed by law; and

25 6. Grant such other relief as this Court deems just and proper.
26
27
28

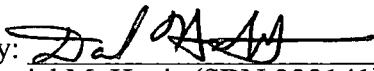
DEMAND FOR JURY TRIAL

1
2 Plaintiff Nick Vasquez, individually, as a private attorney general to protect the general
3 public, and as a class representative on behalf of all others similarly situated, demands a trial by
4 jury on all issues so triable.

5
6 DATED this 19th day of July, 2021.

7 Presented by:

8 HATTIS & LUKACS

9 By: 
10 Daniel M. Hattis (SBN 232141)
11 Paul Karl Lukacs (SBN 197007)
12 HATTIS & LUKACS
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19 Attorneys for Plaintiff Nick Vasquez
20 And the Proposed Class
21
22
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

“Choose Services” Webpage

Offer Unlocked: Use code VIDEO10 for \$10 off your TV bundle ✕


11844 ATWOOD RD, AUBURN, CA 95603

1 Choose Services
2 Customize
3 Customer Info
4 Schedule Installation
5 Order Confirmation

SHOW ME BUNDLES WITH:


Internet
 Television
 Home Phone

Internet 75 and Basic TV

\$40⁰⁰ mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

75

MBPS

50+ Channels

50+ Channels: All major networks including local programming

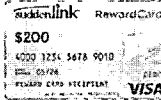
[More Details](#) [Disclaimer](#)

Internet 75 and Value TV

\$50⁰⁰ mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

75

MBPS

225+ Channels
[View all channels](#)

210+ favorite channels including TNT, HGTV, & ESPN

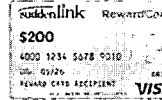
[More Details](#) [Disclaimer](#)

Internet 100 Unlimited Data and Value TV

\$70⁰⁰ mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

100

MBPS

225+ Channels
[View all channels](#)

210+ favorite channels including TNT, HGTV, & ESPN
More power for multi-device streaming and game play

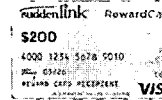
[More Details](#) [Disclaimer](#)

Internet 150 Unlimited Data and Value TV

\$90⁰⁰ mo./1 yr

Plus taxes, fees and other charges
Includes Auto Pay and Paperless Billing

[Select](#)



FREE INSTALL

UP TO

150

MBPS

225+ Channels
[View all channels](#)

210+ favorite channels including TNT, HGTV, & ESPN
Our fastest speed available

[More Details](#) [Disclaimer](#)

Wired connection speeds. WiFi speeds may vary.

Financing terms and conditions subject to change and discontinuation without notice. All credits, bills, and fees made in the property of their respective carriers. All services subject to network. © 2021 Suddenlink

Apple App Store

TV & Home

Cart ID: LBS4AHMJ

Terms & Policies





EXHIBIT B

EXHIBIT C

EXHIBIT C

“Customer Info” Webpage

Offer Unlocked: Use code VIDEO10 for \$10 off your TV bundle ✕


11844 ATWOOD RD, AUBURN, CA 95603

✓ Choose Services
✓ Customize
● Customer Info
④ Schedule Installation
⑤ Order Confirmation

CUSTOMER INFORMATION

11844 Atwood Rd, Auburn, Ca 95603

First Name *

Phone *

Last Name *

Email *

Date of Birth*

Month DD YYY


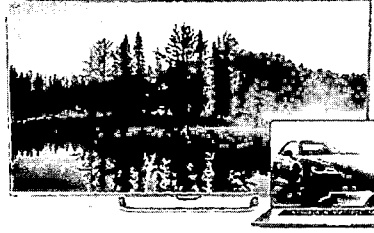
Click here to receive text messages regarding your installation appointment and order

Click here to receive Suddenlink email communications

By selecting "continue" you agree to having a customer service agent call the number above and you represent the number is your phone number

[Back to Previous Page](#)
Continue

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

Promo Code:

Apply

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

Pricing, terms and offers subject to change and discontinue without notice. All trademarks and service marks are the property of their respective owners. All sources not available all year. © 2021 Suddenlink LLC

 Cart ID: LBS4AHM3

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[Terms & Conditions](#)
[Site Map](#)





EXHIBIT D

EXHIBIT D

“Schedule Installation” and Order Submission Webpage

Offer Unlocked: Use code VIDE010 for \$10 off your TV bundle ✕


11844 ATWOOD RD, AUBURN, CA 95603

✓ Choose Services
✓ Customize
✓ Customer Info
4 Schedule Installation
 5 Order Confirmation

SCHEDULE INSTALLATION

Please select when you would like your services installed

I would like to choose my date and time for installation



I would like the next available installation time

6524446787 ✓

Special Instructions

You have 35 characters remaining

YOUR PACKAGE

Internet 100 Unlimited Data and Value TV

Monthly Total	\$81.00
Monthly Charges:	
Internet 100 Unlimited Data and Value TV	\$75.00
Auto Pay and Paperless Billing Discount	-\$5.00
High Definition Cable Box	\$11.00
Use my own Modem & WiFi Router	\$0.00
One Time Charges:	
\$200 Gift with Purchase Promotion	\$0.00
Free TV Installation	\$0.00

For residential customers only. Additional taxes, fees, surcharges and restrictions apply. First month's service, installation charge, activation fee (if required) and any past due balances with Suddenlink are due prior to installation. Internet includes monthly data plan.

ENROLL IN AUTO PAY

Auto Pay Information

Enroll in Auto Pay and Paperless Billing to keep your \$5.00 discount?

Yes No

By enrolling in Auto Pay and Paperless Billing, you are agreeing to the Bill Pay and Paperless Billing Terms of Service.

Place Order

By selecting 'Place Order': (i) you agree to having our automated phone system call the number entered above to confirm your appointment; (ii) you agree when our technician is on the way to your home and to follow up on your satisfaction with our service; (iii) you represent that you are the Customer or Customer's authorized agent; (iv) you acknowledge that you have been given an opportunity to review the Residential Service Agreement found here and the Suddenlink Privacy Policy found here and agree to the terms; and (v) you acknowledge that THE RESIDENTIAL SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Pricing, terms and offers subject to change and discontinuation without notice. All trademarks and service marks are the property of their respective owners.
Cart ID: LBS4AHMJ

About Atire USA
Privacy Policy
Terms & Policies
Disclaimer




EXHIBIT E

INTERNET, VALUE TV & PHONE WITH ALTICE ONE

INTERNET, SELECT TV & PHONE WITH ALTICE ONE

INTERNET, PREMIER TV & PHONE WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY: Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET, VALUE TV & PHONE

INTERNET, SELECT TV & PHONE

INTERNET, PREMIER TV & PHONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected svcs within past 30 days or for seasonal move not eligible. Must maintain all svcs at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of svcs, and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. SUDDENLINK PHONE: Unlimited Long Distance includes the 50 states as well as Guam, Puerto Rico, and the U.S. Virgin Islands and applies only to direct-dialed person-to-person calls from home phone. Phone usage must be consistent with typical residential voice usage. Phone service will not function in the event of battery backup failures or network or electrical outages. Phone service may not be compatible with all security and medical monitoring systems. BASIC TV: HD TV & HD content box req'd for HD service. # of TV ch's HD ch's & features depend on package & location. Some on Demand titles available at add'l charge. All svcs' & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a

MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc., which is licensed as a Money Transmitter by the New York State Department of Financial Services. SUDDENLINK AMPLIFY: Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Alexa is a service of Amazon and is operated on Amazon's systems. Your use of Alexa and the Altice One Skill is subject to your agreements with Amazon and Amazon's privacy policy. Altice is not affiliated with Amazon and is not a party to or responsible for your agreements with Amazon or for its products and services. Speeds, availability, pricing, offers, and terms vary by area and subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

INTERNET & VALUE TV WITH ALTICE ONE

INTERNET & SELECT TV WITH ALTICE ONE

INTERNET & PREMIER TV WITH ALTICE ONE

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srvc within past 30 days or for seasonal move not eligible. Must maintain all srvc's at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of srvc., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. BASIC TV: Req's all TVs have an HDMI input. Not all content delivered through Altice One is in 4K Ultra HD. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All srvc's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. A \$20 Altice One (AI) Pak monthly fee applies. AI Mini boxes avail for add'l \$10/mo. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after

INTERNET & PREMIER TV

OFFER for new Suddenlink residential customers. As of the 13th mo. service will be billed at regular rate and is subject to change. Advertised price reflects \$5 discount for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. Former Suddenlink accts. prev. not in good standing or have disconnected srvc within past 30 days or for seasonal move not eligible. Must maintain all srvc's at req'd level and be in good standing to maintain promo pricing. Offer is not transferrable, may not be combined w/other offers, is limited to advertised level of srvc., and is not available in all areas. Other terms, restrictions & conditions apply. SUDDENLINK INTERNET: Speeds, prices & availability vary by area. Suddenlink 75 Internet has speeds up to 75 Mbps downstream/5 Mbps upstream. Suddenlink 100 Internet has speeds up to 100 Mbps downstream/7.5 Mbps upstream. Suddenlink 150 Internet has speeds up to 150 Mbps downstream/7.5 Mbps upstream. Many factors affect speed. Advertised speed for wired connection. Actual speeds may vary & are not guaranteed. In select markets with data caps, \$15 will be charged automatically for each additional 50 GB of data if initial data cap, or any previously applied data add on amount, is exceeded. The speed of Internet packages with unlimited data will reduce during periods of local network congestion. Wireless speed, performance & availability sbjct to factors beyond Suddenlink's control. BASIC TV: HDTV & HD set-top box req'd for HD service. # of TV ch's, HD ch's & features depend on pkg type & location. Some on Demand titles available at add'l charge. All srvc's & channels may not be available in all areas. TV package and channel lineup availability vary by market. For details on what's available in your area, visit suddenlink.com/tvlineup. EQUIP, TAXES & FEES: Free standard installation with online orders. visit suddenlink.com/installation for details. Cable boxes needed for each TV & will be billed at reg. monthly rate. A \$10 monthly modem lease fee applies. Free Smart Router available with leased modem. Limit 1 router per household. In select markets with Smart WiFi, WiFi extender(s) may be needed in order to connect wirelessly throughout Subscriber's residence. A \$3.50 Network Enhancement Fee applies. Surcharges, taxes, plus certain add'l charges and fees will be added to bill, and are subject to change during and after promotion period. Min system req's & equip configs apply. Phone is optional for add'l \$10/mo. VISA REWARD CARD: Offer is not available to individuals who have previously participated in a Suddenlink Visa® Reward Card promotion within the past 12 months. Visa Reward Card will be mailed to customers who maintain promotion and remain in good standing with no past due or returned payments throughout first 90 days after account activation. Allow 4-6 weeks for delivery. Limit 1 per customer. Visa Reward Card cannot be used to pay Suddenlink monthly bill. Card value expires in 12 mos. Visa Reward Card may be used when making purchases from merchants in the U.S. and District of Columbia everywhere Visa debit cards are accepted. No ATM access. Terms and Conditions apply to Reward Cards. See Cardholder Agreement for details. Visa Reward Card is Issued by MetaBank®, N.A., Member FDIC pursuant to a license from Visa U.S.A. Inc. This optional offer is not a MetaBank product or service nor does MetaBank endorse this offer. Card is distributed and serviced by InComm Financial Services, Inc. subject to change and discontinuance w/o notice. All trademarks and service marks are the property of their respective

owners. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

CORE TV & PHONE

VALUE TV & PHONE

Free 60-day Altice Advantage Internet is available for new residential Internet customers who do not have Suddenlink internet service and share a household with a student (K-12) or a college student only. Former Suddenlink accounts previously not in good standing are not eligible. Terms, conditions and restrictions apply. Where available. At end of 60-day period, service will be billed at \$14.99 per month until canceled. New student Altice Advantage Internet customers can benefit from a \$5/mo. discount for 3 months for enrolling in Auto Pay & Paperless Billing, must maintain both to keep discount. As of 4th month, price will increase to normal rate of \$14.99 per month. TAXES & FEES: \$20 installation fee applies and will appear on initial bill. May not be combined with other offers. Other add-on options may be available. Minimum system requirements and equipment configurations apply. Advertised speed for wired connection. Many factors affect speed. Actual speeds may vary and are not guaranteed. Unlimited data subject to reasonable network management practices employed to minimize congestion or service degradation. Wireless speed, performance and availability subject to factors beyond Suddenlink's control. Limit 1 gateway per household. All rights reserved. Pricing, offers and terms is not transferable and is subject to change and discontinuance without notice. For system requirements or limitations, offer details, restrictions, terms and conditions, see AlticeAdvantageInternet.com/terms. ©2021 Suddenlink Communications, a subsidiary of Altice USA, Inc.

MBP

50+ Cha

50+ Cha

MBP

50+ Cha

50+ Channels. All n
including local pro

Up to 75Mbps dow

Enough speed to p
devices at once

Monthly Data Plan

Fewer Details

MBP

Channels

Channels

Channels

Channels

Channels including TNT

Available

Up to 75Mbps dow

Enough speed to p
devices at once

Monthly Data Plan

Fewer Details

Cart ID: LBS4AHM1



EXHIBIT F

DocuSign Envelope ID: 55EDC319-FCB6-42DB-B1C9-9D5E4F3AE478

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Paul Karl Lukacs (SBN 197007)
2 HATTIS & LUKACS
400 108th Ave NE, Ste 500
3 Bellevue, WA 98004
Telephone: (425) 233-8650
4 Facsimile: (425) 412-7171
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5 Email: pkl@hattislaw.com

6 *Attorneys for Plaintiff Nick Vasquez*
and the Proposed Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF HUMBOLDT
10 UNLIMITED CIVIL

11 NICK VASQUEZ,
For Himself,
12 As A Private Attorney General, and/or
On Behalf Of All Others Similarly Situated,

14 Plaintiff,

15 v.

16 CEBRIDGE TELECOM CA, LLC (D/B/A
17 SUDDENLINK COMMUNICATIONS);
ALTICE USA, INC.; AND
18 DOES 1 THROUGH 10, INCLUSIVE,

19 Defendants.
20

Case No. _____

**DECLARATION OF
NICK VASQUEZ
PURSUANT TO THE CALIFORNIA
CONSUMERS LEGAL REMEDIES
ACT
(CAL. CIVIL CODE § 1780(d))**

**[FILED CONCURRENTLY
WITH COMPLAINT]**

DocuSign Envelope ID: 55EDC319-FCB6-42DB-B1C9-9D5E4F3AE478

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I, NICK VASQUEZ, hereby declare and state as follows:

1. I am over the age of 18 years, and am the plaintiff in the above-referenced civil action.

2. The facts contained herein are based on my personal knowledge except as to facts stated upon information and belief and, as to those, I believe it to be true.

2. This civil action pleads a cause of action for violation of the California Consumers Legal Remedies Act ("CLRA") against Defendants Cebridge Telecom CA, LLC (D/B/A Suddenlink Communications) and Altice USA, Inc. (collectively "Defendants" or "Suddenlink"). This civil action has been commenced in a county described in Section 1780(d) of the California Civil Code as a proper place for the trial of the action.

3. This action is being commenced in the County of Humboldt because that is a county in which each of the Defendants is doing business. Each of the Defendants is doing business in the County of Humboldt by, without limitation, advertising and selling its internet services in the County of Humboldt including in its retail store located in Eureka, California.

4. This action is being commenced in the County of Humboldt because I subscribed to and received Suddenlink internet services, and was charged the Network Enhancement Fee which is the subject of this Complaint, at my home in Arcata, California, which is in the County of Humboldt.

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

Executed in Humboldt County, California.

Date: 5/3/2021

DocuSigned by:
Nick Vasquez
CLBA7C733FF426
NICK VASQUEZ

CM-010

MAX FILE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel M. Hattis, Esq. (SBN 232141) HATTIS & LUKACS 400 108th Ave NE, Ste 500 Bellevue, WA 98004 TELEPHONE NO.: (425) 233-8650 FAX NO.: (425) 412-7171 ATTORNEY FOR (Name): Nick Vasquez		FOR COURT USE ONLY <h1 style="margin: 0;">FILED</h1> MAY 03 2021 SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT C/N
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Humboldt STREET ADDRESS: 421 I Street MAILING ADDRESS: 421 I Street CITY AND ZIP CODE: Eureka, California 95501 BRANCH NAME: County Courthouse Building		
CASE NAME: Nick Vasquez v. Cebridge Telecom CA, LLC 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)
CASE NUMBER: <h2 style="margin: 0;">CV 2100639</h2>		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:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/PD/W/D (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 P/PI/PD/W/D (23) Non-P/PI/PD/W/D (Other) Tort <input checked="" 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-P/PI/PD/W/D 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 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 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): (1) CLRA; (2) False Advertising Law; (3) UCL
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: 5/4/2021
 Daniel M. Hattis, Esq., Counsel for Plaintiff
(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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): TELEPHONE NO.: _____ FAX NO. (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): _____ ATTORNEY FOR (<i>Name</i>): _____	FOR COURT USE ONLY <p style="text-align: center;">FILED</p> <p style="text-align: center;">MAY 03 2021</p> <p style="text-align: center;">SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT</p> <p style="text-align: right; font-size: small;">N/C</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT STREET ADDRESS: 825 Fifth St. MAILING ADDRESS: 825 Fifth St. CITY AND ZIP CODE: Eureka, CA 95501	
Plaintiff: Nick Vasquez Defendant: Cebridge Telecom	
<p style="text-align: center;">NOTICE OF INCLUSION IN DELAY REDUCTION PROGRAM AND NOTICE OF CASE MANAGEMENT CONFERENCE</p>	Case Number: CV2100639

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that the above-entitled action has been included in the Delay Reduction Program of the County of Humboldt. You are required to comply with the guidelines for Program cases as set forth in California Rules of Court, Title 3, Division 7, Chapters 1, 2, and 3, and Humboldt County Local Rules, 2.8 through 2.8.6.

You are further advised that a CASE MANAGEMENT CONFERENCE in the above action has been scheduled for September 17, 2021, at 8:30 AM in Courtroom Four of the above entitled Court. Initial CASE MANAGEMENT STATEMENT on Judicial Council form CM-110 shall be filed with the Court and exchanged among the parties no later than 15 days before the Case Management Conference.

DATE: May 3, 2021

CLERK, By _____
, Deputy


**CINDY C.
KIM M. BARTLESON**

HM301

NOTICE OF INCLUSION IN DELAY REDUCTION PROGRAM AND
NOTICE OF CASE MANAGEMENT CONFERENCE

EXHIBIT 2

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*

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
EUREKA DIVISION**

11 NICK VASQUEZ,
12 For Himself, As a Private Attorney
13 General, and/or On Behalf of All Others
14 Similarly Situated,

15 Plaintiff,

16 v.

17 CEBRIDGE TELECOM CA, LLC
18 (D/B/A SUDDENLINK
19 COMMUNICATIONS); ALTICE USA,
20 INC.; AND DOES 1 THROUGH 10,
21 INCLUSIVE,

22 Defendants.

Case No. 1:21-cv-06400

California Case No.: CV2100639

**DECLARATION OF LAYTH TAKI IN
SUPPORT OF DEFENDANTS' NOTICE OF
REMOVAL**

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

1 I, Layth Taki, hereby declare as follows:

2 1. I am employed by Altice USA, Inc.—the ultimate parent company of Cebridge
3 Telecom CA, LLC, d/b/a Suddenlink—as Senior Vice President and Chief Accounting Officer. In
4 that role and as part of my regular job functions, I have worked with and am familiar with
5 Suddenlink’s corporate records regarding billing for Suddenlink broadband internet services. The
6 facts contained in this declaration are based on my review of Suddenlink corporate records, and I
7 can testify competently to them if called to do so.

9 2. According to Suddenlink’s records, from February 2019 to July 2021, Suddenlink
10 generated over \$5 million in revenue from the collection of the Network Enhancement Fee from
11 California internet customers. On average, Suddenlink generates over \$2.5 million of revenue per
12 year from the Network Enhancement Fee. Further, Suddenlink provided services to more than 100
13 customers in California during that time period.

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

16
17 August 18, 2021



Layth Taki

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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 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF HUMBOLDT**
11 **UNLIMITED CIVIL**

12 NICK VASQUEZ,
13 For Himself, As a Private Attorney
14 General, and/or On Behalf of All Others
15 Similarly Situated,

16 Plaintiff,

17 v.

18 CEBRIDGE TELECOM CA, LLC
19 (D/B/A SUDDENLINK
20 COMMUNICATIONS); ALTICE USA,
21 INC.; AND DOES 1 THROUGH 10,
22 INCLUSIVE,

23 Defendants.

Case No.: CV2100639

**DEFENDANTS CEBRIDGE
TELECOM CA, LLC'S AND ALTICE
USA, INC.'S NOTICE OF FILING OF
NOTICE OF REMOVAL**

24 TO THE CLERK OF THE SUPERIOR COURT OF HUMBOLDT COUNTY,
25 CALIFORNIA:

26 PLEASE TAKE NOTICE that Defendants Cebridge Telecom CA, LLC, and Altice USA,
27 Inc., removed this case to the United States District Court for the Northern District of California,
28 Eureka Division on August 18, 2021. A copy of the Notice of Removal, and the exhibits thereto,
is attached as **Exhibit 1**.

1 Dated: August 19, 2021

Respectfully submitted,

2
3 */s/ Archis A. Parasharami*

4 ARCHIS A. PARASHARAMI (SBN 321661)

5 aparasharami@mayerbrown.com

6 MAYER BROWN LLP

7 1999 K Street, N.W.

8 Washington, D.C. 20006-1101

9 Telephone: (202) 263-3000

10 Facsimile: (202) 263-3300

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ATTORNEY FOR DEFENDANTS

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Vasquez, Nick

(b) County of Residence of First Listed Plaintiff Humboldt, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Hattis & Lukacs, 400 108th Ave. NE, Suite 500, Bellevue, Washington 98004

DEFENDANTS

Cebridge Telecom CA, LLC (d/b/a Suddenlink Communications); Altice USA, Inc.; Does 1 through 10.

County of Residence of First Listed Defendant Queens, NY (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Mayer Brown, 1999 K St. N.W., Washington, D.C. 20006-1101, 202-263-3000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332, 1441, 1446, 1453

Brief description of cause:

Plaintiff alleges Defendants charge and collect fees in violation of California law

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE X EUREKA-MCKINLEYVILLE

DATE 08/18/2021

SIGNATURE OF ATTORNEY OF RECORD

/s/Archis A. Parasharami

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [‘Completely Fabricated’: Lawsuit Claims Suddenlink Operated Bait-and-Switch Scheme in Calif.](#)
