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8 Attorneys for Plaintiffs,
9 LANCE BAIRD, FABIAN HUERTA, AND KOYAANA REDSTAR individually,
10 and on behalf of a class of others similarly situated

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 LANCE BAIRD, FABIAN HUERTA,
14 AND KOYAANA REDSTAR,
15 individually and on behalf of a class of
16 others similarly situated,

17 Plaintiffs,

18 vs.

19 CHARTER COMMUNICATIONS, INC.
20 dba CHARTER COMMUNICATIONS
21 (CCI), INC., a Delaware Corporation;
22 and DOES 1-100,
23
24 Defendant.

Case No. 2:19-cv-10621-FLA-KS

*Assigned to the Hon. Fernando L.
Aenlle-Rocha in Courtroom 6B*

**SECOND AMENDED CLASS
ACTION**

COMPLAINT

JURY TRIAL REQUESTED

1 Plaintiffs Lance Baird, Koyaana Redstar, and Fabian Huerta (“Plaintiffs”),
2 individually and on behalf of all others similarly situated (“the Class”), alleges, upon
3 personal knowledge as to themselves and upon information and belief as to other
4 matters, as follows:

5 **NATURE OF ACTION**

6 1. Defendant Charter Communications, Inc., dba Charter Communications
7 (CCI), Inc. (hereinafter “Defendant”) provides internet service to customers across the
8 United States and the State of California under the branding name “Spectrum.”

9 2. In steep competition with Comcast and other internet providers,
10 Defendant is forced to reinvent advertising to attract new customers to its service.

11 3. One way Defendant draws in new customers in California is to offer
12 “free” internet modems for use by customers in their homes.

13 4. New customers then have the option for how they would like their new
14 Spectrum internet service to be set up inside their homes. Defendant advertises that
15 customers can either pay a professional to come to their home to install the service –
16 which costs upwards of \$50 – or they can self-install the service. Self-installing
17 Defendant’s internet service is, according to Defendant “quick and easy.” All the
18 customer needs is one of Defendant’s “free” modems, or a modem of their own that
19 will meet the technical specifications required to receive Defendant’s service, and the
20 “step-by-step” instructions included with the modem and available online through
21 Defendant’s website.

22 5. Despite advertising that its modems are “free,” Defendant charges a one-
23 time self-installation “fee” for new customers of its internet service. In addition, many
24 customers are required to physically travel out to Defendant’s stores, pick up the
25 modems, and return back to install the service themselves.

26 6. Defendant also charges the one-time self-installation “fee” for new
27 customers who opt to use their own modems.

28 7. Defendant provides no service or anything of value in exchange for the

1 one-time self-installation “fee.” Defendant misrepresents that the “fee” is being paid
2 in exchange for anything of value – a fact which is not apparent at the point of sale.

3 8. Defendant intentionally misrepresents its modems as being “free” for new
4 customers.

5 9. Defendant intentionally misrepresents that the self-installation “fee” is
6 being paid in exchange for anything of value.

7 10. Plaintiffs and the putative class purchased subscriptions for Defendant’s
8 internet service and paid a one-time self-installation fee in exchange for no service or
9 value from Defendant. Plaintiffs and the putative class were uniformly promised “free”
10 use of Defendant’s internet modems, but it is unclear whether the one-time fee actually
11 went toward paying for use of Defendant’s modem.

12 11. Plaintiffs and the putative class were directly and uniformly damaged by
13 Defendant’s intentional misrepresentations.

14 **PARTIES**

15 12. Plaintiff Lance Baird is an individual resident of Los Angeles County,
16 California.

17 13. Plaintiff Koyaan Redstar is an individual resident of Los Angeles County,
18 California.

19 14. Plaintiff Fabian Huerta is an individual resident of Los Angeles County,
20 California.

21 15. Defendant is a Delaware corporation that is qualified to conduct business
22 in the State of California. Defendant operates dozens of physical stores throughout
23 California, and advertises and markets its services directly to customers in California
24 and in the United States.

25 16. Plaintiffs do not know the true names and capacities of Does 1-100 and
26 therefore uses fictitious names. Plaintiffs will amend the complaint to allege the names
27 and capacities when ascertained.

28 17. Plaintiffs are informed and believe that Defendant, its contractors, agents,

1 directly or else through other persons acting on its behalf, conspired to, agreed to,
2 contributed to, assisted with, and/or otherwise caused all of the wrongful acts, defects,
3 and omissions which are the subject matter of this complaint.

4 **JURISDICTION AND VENUE**

5 18. At all relevant times Plaintiffs were citizens and residents of Los Angeles
6 County, California.

7 19. Defendant is a for-profit corporation organized under the laws of
8 Delaware with its principal place of business in Stamford, Connecticut.

9 20. This Court has jurisdiction over the subject matter of this class action,
10 which is properly filed in Los Angeles County, because Defendant's obligations and
11 liability arose from business activities conducted, in large part, in Los Angeles County.
12 Those business activities include purposefully availing itself of California's markets,
13 including the Los Angeles County market, making false statements to consumers in
14 Los Angeles County, and entering into fraudulent contracts with consumers in Los
15 Angeles County.

16 21. This Court has personal jurisdiction over Defendant because it is
17 authorized to do business in California, which is a sufficient bases to render the
18 exercise of jurisdiction by this Court permissible under notions of fair play and
19 substantial justice.

20 **STATEMENT OF FACTS**

21 22. Plaintiff Lance Baird purchased internet service from Defendant on
22 October 10, 2019, in the state of California.

23 23. Plaintiff Koyaana Redstar purchased internet service from Defendant on
24 August 29, 2019.

25 24. Plaintiff Fabian Huerta purchased internet service from Defendant on
26 August 16, 2019.

27 25. Plaintiffs each made their decision to purchase internet service from
28 Defendant based on Defendant's advertised rate for its service, including that there

1 would be no additional fee for his use of Defendant's internet modem with the internet
2 service.

3 26. Plaintiffs initially understood that the \$9.99 fee for self-installation was
4 being paid in exchange for something of value. Only upon ordering the service,
5 traveling to the store to pick up the modem or having it delivered, and having to set up
6 their service did they understand that they had paid a fee in exchange for nothing of
7 value.

8 27. Defendant uniformly misrepresented to Plaintiffs and the putative class
9 that use of its modems is "free," and that the \$9.99 fee was required to be paid in
10 exchange for something of value from Defendant. If Defendant decided to charge
11 \$9.99 as a one-time rental fee for its modems, then it made a material misrepresentation
12 by simultaneously claiming it was providing its modems for "free" and hiding the true
13 nature of the \$9.99 fee. If Defendant was simply charging \$9.99 for providing no
14 service at all, it was charging a fee not authorized by law and making a material
15 misrepresentation by deceiving Plaintiffs and the putative class that they would receive
16 something of value in exchange for that fee.

17 28. Plaintiffs and the putative class materially relied on Defendant's
18 misrepresentations and were uniformly harmed by Defendant's conduct. This is
19 evident because many of Defendant's competitors did not provide "free" modems to
20 their customers. Thus, making such an offer was an additional value intended to and
21 resulting in attracting additional customers to Defendant's service. Further, the \$9.99
22 fee was – depending on the internet package a customer purchased – as much as 22%
23 of the monthly cost of the service being provided. Thus, the fee was a significant
24 expenditure when compared against the cost of the service itself making it, necessarily,
25 a non-trivial expenditure.

26 29. Defendant intended that customers would rely on its misrepresentations
27 in deciding to purchase internet service for the price paid from Defendant by making
28 misrepresentations at the point of sale. Defendant's intent is manifested by its

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