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9 *Counsel for Plaintiff*

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

12
13 SOHAIL MAHBOUBIAN, individually and
14 on behalf of all others similarly situated,

Case No. 2:20-cv-01255

CLASS ACTION COMPLAINT

15
16 Plaintiff,

17 v.

18 FRONTIER COMMUNICATIONS
19 CORPORATION, a Delaware Corporation,
20 and FRONTIER COMMUNICATIONS OF
21 AMERICA, INC., a Delaware Corporation,

JURY TRIAL DEMANDED

22 Defendants.

1 Plaintiff Sohail Mahboubian (“Plaintiff”), by and through his counsel, bring this
2 Class Action Complaint against Defendants Frontier Communications Corporation
3 (“Frontier”) and Frontier Communications of America, Inc. (“FCA”) (collectively,
4 “Defendants”), individually and on behalf of all others similarly situated, and allege,
5 upon personal knowledge as to his own actions and his counsel’s investigations, and
6 upon information and belief as to all matters, as follows:

7 **SUMMARY OF THE ACTION**

8 1. Defendant Frontier Communications Corporation is one of the largest
9 telecommunications providers in the United States. Frontier provides high-speed
10 Internet, video, TV & phone services (the “Services”) to residential and business
11 customers.

12 2. Defendant Frontier Communications of America, Inc. operates as a
13 subsidiary of Frontier. FCA provides long distance and Internet services. FCA executed
14 a contract with Plaintiff for provision of high-speed internet and telecommunications
15 services.

16 3. Upon information and belief, Defendants are alter egos of each other.
17 Frontier, as the parent corporation, owns all or most of the stock of FCA. Frontier and
18 FCA have common directors, officers, and employees. For example, the CEO of
19 Frontier is Daniel McCarthy, located at 401 Merritt 7 Norwalk, CT 06851.¹ The CEO of
20 FCA was also Daniel McCarthy, located at 401 Merritt 7 Norwalk, CT 06851.²

21 4. In an effort to induce consumers to avail of or continue to avail of its
22 Services, Defendants orally offer consumers certain promotions, deals or discounts, in
23 the form of “bundles” with respect to the Services.

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26 ¹ California Secretary of State, Business Entity Database, *available at*
27 <https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=03303507-26539386>.

28 ² *Id.*

1 5. Defendants represent that Services will be provided at a particular price
2 when this is in fact false.

3 6. Defendants repeatedly fail to honor such promotions, deals or discounts,
4 and instead charge consumers prices for Services which are different, and which are
5 much higher than what Defendants originally offer, and what consumers agree to. As a
6 result, consumers who avail of Defendants' Services incur charges over and above what
7 they expected and consented to.

8 7. Consumers are unaware of Defendants' practice unless and until after the
9 fact, when they recognize billing errors or discrepancies in their billing statements.

10 8. And where consumers attempt to resolve such billing errors or
11 discrepancies, Defendants routinely engage in the practice of intentionally failing to
12 resolve consumer complaints about their billing statements.

13 9. Plaintiff is a consumer harmed by Defendants' failure to honor the terms of
14 such promotions, deals or discounts, and Defendants' practice of intentionally failing to
15 resolve billing errors or discrepancies. Plaintiff seeks to represent himself as well as a
16 class of all other nationwide consumers similarly situated to whom Defendants offered
17 promotions, deals or discounts at a particular price, which Defendants did not honor. On
18 behalf of all similarly situated nationwide consumers, Plaintiff seeks declaratory and
19 injunctive relief requiring Defendants to cease offering consumers promotions, deals or
20 discounts, which Defendants do not intend to honor, and an award of damages to the
21 Class members, together with costs and reasonable attorneys' fees.

22 **PARTIES**

23 10. Plaintiff Sohail Mahboubian is an individual and a resident of Los
24 Angeles, California.

25 11. Defendant Frontier Communications Corporation is a Delaware
26 corporation with its principal place of business located and headquartered in 401 Merrit
27 7 Norwalk, CT 06851.

1 12. Defendant Frontier Communications of America, Inc. is a subsidiary of
2 Defendant Frontier, with its principal place of business also located and headquartered
3 in 401 Merrit 7 Norwalk, CT 0685.

4 13. Plaintiff is informed and believes, and thereon alleges, that each and all of
5 the acts and omissions alleged herein were performed by, or is attributable to,
6 Defendants and/or Defendants' employees, agents, and/or third parties acting on their
7 behalf, each acting for the agent for the other, with legal authority to act on the other's
8 behalf. Any acts of any and all of Defendants' employees, agents, and/or third parties
9 acting on its behalf, were in accordance with, and represent, the official policy of
10 Defendants.

11 14. Plaintiff is informed and believes, and thereon alleges, that Defendants are
12 in some manner intentionally, negligently, or otherwise responsible for the acts,
13 omissions, occurrences, and transactions of each and all its employees, agents, and/or
14 third parties acting on its behalf, in proximately causing the damages alleged herein.

15 15. At all relevant times, Defendants ratified each and every act or omission
16 complained of herein. At all relevant times, Defendants aided and abetted the acts and
17 omissions as alleged herein.

18 **JURISDICTION AND VENUE**

19 16. This Court has subject matter jurisdiction over this action under 28 U.S.C.
20 § 1332(d)(2), in that the matter is a class action wherein the amount in controversy
21 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and members of
22 the Class are citizens of states different from Defendants.

23 17. This Court has personal jurisdiction over Defendants because Defendants
24 provided Services to Plaintiff in the Central District of California and because
25 Defendants conduct substantial business in the Central District of California.

26 18. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because
27 a substantial part of the events and omissions giving rise to this action occurred in this
28 District.

1
2 **FACTUAL BACKGROUND**

3 19. In April 2016, Frontier Communications Corporation announced
4 completion of its acquisition of Verizon Communications, Inc.’s (“Verizon”) wireline
5 operations that provided services to residential, commercial and wholesale customers in
6 California, Texas, and Florida for an astounding \$10.54 billion.³

7 20. The acquired businesses included approximately 3.3 million voice
8 connections, 2.1 million broadband connections, and 1.2 million FiOS® video
9 subscribers, as well as related incumbent local exchange carrier businesses.

10 21. While the deal to acquire Verizon was made final in early 2016, many
11 customers say they’re still having trouble with the handoff—many months later.

12 22. Prior to April 2017, Plaintiff contracted with Verizon for the provision of
13 telecommunication services.

14 23. On or around April 26, 2017, before Plaintiff’s contract with Verizon was
15 set to expire, Defendants orally offered to provide Plaintiff with the same services that
16 were provided to Plaintiff in his contract with Verizon.

17 24. Specifically, Defendants orally offered Plaintiff a 2-year deal for the
18 provision of high-speed internet and two telephone lines at a price of \$89.99/month.
19 Defendants represented that this new price would be effective as of Plaintiff’s new
20 billing cycle.

21 25. Defendants represented that Plaintiff’s main telephone line would be
22 “unlimited” (*i.e.*, Plaintiff would be billed a fixed rate regardless of the number and
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24

25 _____
26 ³ “Frontier Communications Completes Acquisition of Verizon Wireline Operations in
27 California, Texas and Florida,” *available at*
28 <https://www.businesswire.com/news/home/20160401005508/en/Frontier-Communications-Completes-Acquisition-Verizon-Wireline-Operations> (last visited, January 30, 2020)

1 length of calls made) and that Plaintiff's other telephone line would be charged on a per
2 call basis.

3 26. Based on Defendants' representations, Plaintiff executed a contract
4 between himself and Defendant FCA, for provision of high-speed internet and
5 telephone services on or around April 28, 2017. The contract consisted of a standard
6 form contract called the Frontier Services Agreement ("Agreement") with an attached
7 Frontier FiOS Data Schedule ("Schedule"). The Agreement *does not* contain an
8 arbitration provision. *See* Exhibit ("Ex.") A, attached hereto.

9 27. Despite Defendants' representations, Plaintiff was charged a price that was
10 different, and much higher than what Defendants originally offered, and what Plaintiff
11 agreed to.

12 28. Plaintiff was unaware that Defendants deliberately switches assignment of
13 the default position of the telephone lines so that the main line, which Plaintiff and all
14 others similarly situated automatically use before using alternate back up phone lines,
15 would be charged on a per call basis, as opposed to being charged on the promotion that
16 was originally promised. As a result, Plaintiff incurred costs over and above what he
17 originally agreed to.

18 29. Upon learning that the services were priced higher than Plaintiff
19 anticipated, Plaintiff began to try to resolve the issue with Defendants. However, even
20 after Plaintiff brought the overcharges to Defendants' attention through multiple phone
21 calls and e-mails with Defendants' representatives, Defendants have refused to correct
22 billing errors and discrepancies.

23 30. The Agreement requires disputes between the parties to first be resolved
24 through good faith negotiation. After negotiating in good faith for a period of ninety
25 days, "each party may seek resolution by exercising any rights or remedies available to
26 either party at law or in equity." *See* Ex. A.

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1 31. After Defendants' representatives refused to correct billing errors and
2 discrepancies in Plaintiff's billing statements, Plaintiff sent Defendants a demand letter
3 on February 15, 2018.

4 32. In response, Defendants asked Plaintiff for his account number, which
5 Plaintiff provided *via* e-mail on March 5, 2018 per Defendants' request.

6 33. Plaintiff has not heard back from Defendants since.

7 **CLASS ACTION ALLEGATIONS**

8 34. Plaintiff seeks relief in his individual capacity and as a representative of all
9 other who are similarly situated. In accordance with Fed. R. Civ. P. 23, Plaintiff seeks
10 to certification of a Nationwide Class (the "Class"), defined as follows:

11 All persons residing in the United States who, between the applicable
12 statute of limitations and the present, are current and former customers of
13 Defendants, who were offered a particular price to avail of Defendants'
14 telephone and/or internet services (the "Services"), but who were charged a
15 price that was different from what was promised.

16 35. Excluded from the Class are Defendants, including any entity in which
17 Defendants have a controlling interest, is a parent or subsidiary, or which is controlled
18 by Defendants, as well as the officers, directors, affiliates, legal representatives, heirs,
19 predecessors, successors, and assigns of Defendants. Also excluded are the judges and
20 court personnel in this case and any members of their immediate families.

21 36. Plaintiff reserves the right to modify or amend the definition of the
22 proposed Class if necessary before this Court determines whether certification is
23 appropriate.

24 37. Numerosity. Fed. R. Civ. P. 23(a)(1). The members of the Class are so
25 numerous that joinder of all members is impractical. Upon information and belief, and
26 subject to class discovery, the Class consists of thousands of members or more, the
27 identity of whom are within the exclusive knowledge of and can be ascertained only by
28 resort to Defendants' records. Defendants have the administrative capability through
their computer systems and other records to identify all members of the Class, as such
information is not otherwise available to Plaintiff.

1 38. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of
2 law and fact common to the Class, which predominate over any questions affecting only
3 individual Class members. These common questions of law and fact include, without
4 limitation:

- 5 a. Whether Defendants engaged in unlawful, unfair or deceptive business
6 practices in offering Services to Plaintiff and other Class members;
- 7 b. Whether Defendants made misrepresentations with respect to their
8 Services offered to Class members;
- 9 c. Whether Defendants profited from the Services they offered to Class
10 members;
- 11 d. Whether Defendants violated California Bus. & Prof. Code § 17200, *et*
12 *seq.*;
- 13 e. Whether Plaintiff and Class members are entitled to equitable and/or
14 injunctive relief;
- 15 f. Whether Defendants' unlawful, unfair, and/or deceptive practices harmed
16 Plaintiff and Class members; and
- 17 g. The nature of the relief, including equitable relief, to which Plaintiff and
18 the Class members are entitled.

19 39. Ascertainability. All members of the proposed Class are readily
20 ascertainable. Defendants have access to addresses and other contact information for all,
21 or substantially all, members of the Class, which can be used for providing notice to
22 many Class members.

23 40. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of those
24 other Class members because the claims of Plaintiff and other Class members' claims
25 are based on the exact same legal theories.

26 41. Adequacy of Representation. Fed. R. Civ. P. 23 (a)(4). Plaintiff will fairly
27 and adequately represent and protect the interests of the members of the Class.
28 Plaintiff's counsel are competent and experienced in litigating class actions.

1 42. Superiority of Class Action. A class action is superior to other available
2 methods for the fair and efficient adjudication of this controversy since joinder of all
3 members of the Class is impracticable. Furthermore, the adjudication of this
4 controversy through a class action will avoid the possibility of inconsistent and
5 potentially conflicting adjudication of the asserted claims. There will be no difficulty in
6 the management of this action as a class action.

7 43. Damages for any individual class member are likely insufficient to justify
8 the cost of individual litigation, so that in the absence of class treatment, Defendants’
9 violation of law inflicting substantial damages in the aggregate would go un-remedied
10 without certification of the Class.

11 44. Class certification is also appropriate under Fed. R. Civ. P. 23(a) and
12 (b)(2), because Defendants have acted or have refused to act on grounds generally
13 applicable to the Class, so that final injunctive relief or corresponding relief is
14 appropriate as to the Class as a whole.

15 **FIRST CLAIM FOR RELIEF**

16 **Violation of California Unfair Competition Law**

17 **Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”) – Fraudulent Prong**

18 45. Plaintiff incorporates the substantive allegations above as if fully set forth
19 herein.

20 46. Defendants engaged in unfair, fraudulent and unlawful business practices
21 in violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 1720, *et seq.*

22 47. Defendants’ conduct described herein violates the UCL’s “fraudulent”
23 prong in the following respect, among others:

24 Defendants’ practice of making misrepresentations and untrue statements
25 about the price of their Services, namely, Defendants offered Plaintiff
26 Services at a particular price, which was different from the price Plaintiff
 was actually billed, and made false representations to Plaintiff and other
 putative Class members in order to solicit these transactions.

27 48. The acts, omissions, and conduct of Defendants as alleged constitutes a
28 “business practice” within the meaning of the UCL.

1 49. Plaintiff suffered injury in fact and lost money or property as a result of
2 Defendants' alleged violations of the UCL.

3 50. As a result of Defendants' violations of the UCL's "fraudulent" prong,
4 Plaintiff and members of the Class have paid, and will continue to pay, unreasonably
5 excessive amounts of money for Defendants' Services, and thereby have suffered and
6 will continue to suffer actual damages.

7 51. Plaintiff seeks class-wide restitution and a public injunction under the
8 UCL, which will prohibit Defendants from offering and then charging the excessive and
9 unjust fees alleged herein.

10 **SECOND CLAIM FOR RELIEF**

11 **Violation of California Unfair Competition Law**

12 **Cal. Bus. & Prof. Code § 17200 *et seq.* – Unfair and Unlawful Prongs**

13 52. Plaintiff incorporates the substantive allegations above as if fully set forth
14 herein.

15 53. California Business & Professions Code § 17200 prohibits acts of "unfair
16 competition," including any "unlawful, unfair or fraudulent business act or practice."
17 Defendant's conduct violates each of this statute's three prongs.

18 54. Defendants committed an unlawful business act or practice in violation of
19 Cal. Bus. & Prof. Code § 17200, *et seq.*

20 55. Defendants committed an unfair business act or practice by charging
21 consumers much higher prices than it represented and offered to consumers.

22 56. As a direct and proximate result of the foregoing unlawful practices,
23 Plaintiff and Class members suffered and will continue to suffer actual damages.

24 57. Plaintiff and the Class further seek an order enjoining Defendants' unfair
25 or deceptive acts or practices, and an award of attorneys' fees and costs under Cal. Code
26 of Civ. Proc. § 1021.5.

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1 58. Plaintiff seeks class-wide restitution and a public injunction under the
2 UCL, which will prohibit Defendants from offering consumers Services for a particular
3 price and then later charging a different, much higher price.

4 **THIRD CLAIM FOR RELIEF**

5 **Violation of the California Consumers Legal Remedies Act**

6 **Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”)**

7 59. Plaintiff incorporates the substantive allegations above as if fully set forth
8 herein.

9 60. The CLRA proscribes “unfair methods of competition and unfair or
10 deceptive acts or practices undertaken by any person in a transaction intended to result
11 or which results in the sale of goods or services to any consumer.”

12 61. Defendants are “persons” within the meaning of the CLRA. Cal. Civ. Code
13 §§ 1761(c).

14 62. Defendants provide “services” within the meaning of the CLRA. Cal. Civ.
15 Code §§ 1761(a), (b).

16 63. Plaintiff and members of the Class are “consumers” within the meaning of
17 the CLRA. Cal. Civ. Code §§ 1761(d).

18 64. Plaintiff and Class members are engaged in “transactions” with Defendants
19 within the meaning of the CLRA. Cal. Civ. Code §§ 1761(e).

20 65. Defendants engaged in deceptive and unfair acts and practices,
21 misrepresentations, and the concealment, suppression, and omission of material facts in
22 connection with the sale of Defendants’ Services.

23 66. Defendants’ intended that Plaintiff and the Class rely on its deceptive and
24 unfair acts and practices, misrepresentations, and the concealment, suppression, and
25 omission of material facts, in connection with Defendants’ offers of Services at
26 particular price but later charging for Services for a different price, which more often
27 that not, is much higher.

28

1 67. Defendants' wrongful practices violated the CLRA in the following
2 manner:

3 a. In violation of Section 1770(a)(7), Defendants represented that the
4 Services were of a particular standard, quality, or grade . . . if they are of another (by
5 representing that Services would be discounted, when they were not);

6 b. In violation of Section 1770(a)(16), Defendants represented that the
7 Services have been supplied in accordance with previous representations, when they
8 were not (by representing that Services were discounted because discounts, deals or
9 promotions would supposedly be applied);

10 c. In violation of Section 1770(a)(17), Defendants represented that the
11 consumer will receive a rebate, discount, or other economic benefit, if the earning of the
12 benefit is contingent on an event to occur subsequent to the consummation of the
13 transaction (by representing that the consumer receives a discount if it avails of the
14 discounts, deals or promotions).

15 68. Defendants' wrongful practices occurred in the course of trade or
16 commerce.

17 69. Defendants' wrongful practices were and are injurious to the public interest
18 because those practices were part of a generalized code of conduct on the part of
19 Defendants that applied to all Class members and were repeated continuously. All Class
20 members have been adversely affected by Defendants' conduct and the public was and
21 is at risk as a result thereof.

22 70. As a result of Defendants' wrongful conduct, Plaintiff and Class members
23 lost property that they would not have lost had they been informed or knew that
24 Defendants would not honor the oral representations they made.

25 71. Plaintiff sent a demand letter to Defendants *via* certified mail pursuant to
26 the requirements of the CLRA on February 15, 2018, providing the notice required by
27 Cal. Civ. Code § 1782(a).

28

1 72. Plaintiff seeks monetary damages against Defendants pursuant to Cal. Civ.
2 Code §§ 1781 and 1782, as well as an order awarding costs of court and attorneys' fees
3 under Cal. Civ. Code § 1021.5.

4 **FOURTH CLAIM FOR RELIEF**

5 **Unjust Enrichment**

6 73. Plaintiff incorporates the substantive allegations above as if fully set forth
7 herein.

8 74. Defendants have crafted a scheme of orally offering consumers certain
9 promotions, deals or discounts to induce consumers to avail or continue to avail of
10 Defendants' services for a particular price, but later charging consumers prices that are
11 different and are much higher than what Defendants originally offer.

12 75. Throughout this scheme, Defendants have been knowingly and unjustly
13 enriched at the expense of and to the detriment of Plaintiff and Class members.

14 76. Plaintiff and the Class have conferred benefits upon Defendants through
15 payment of overcharges. Defendants knowingly obtained these benefits without
16 providing any value in exchange. Defendants' retention of these benefits is inequitable.

17 77. Plaintiff and the Class seek disgorgement of all monies received by
18 Defendants as a result of overcharges.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of the Class set forth herein,
21 respectfully request that the Court order relief and enter judgment against Defendants as
22 follows:

- 23 A. An order certifying the proposed Class, appoint Plaintiff as class
24 representative of the proposed Class and their undersigned counsel as Class counsel;
- 25 B. A judgment declaring Defendants' conduct unlawful as alleged above;
- 26 C. A judgment enjoining Defendants from continuing to offer promotions,
27 deals and discounts that they do not intend to honor;
- 28 D. Attorneys' fees, expenses, and the costs of this action; and

1 E. All other and further relief as the Court deems necessary, just, and proper.
2

3 **JURY TRIAL DEMANDED**

4 Plaintiff hereby demands a jury trial of his claims to the extent authorized by law.
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6 Dated: February 7, 2020

7 Respectfully submitted,

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