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Attorneys for Plaintiffs FLOR BARRAZA and NIKOLE HENSON, individuals, on behalf of themselves and others similarly situated,

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**FLOR BARRAZA and NIKOLE  
HENSON, individuals, on behalf of  
themselves and others similarly  
situated,**

Plaintiffs,

v.

**CRICKET WIRELESS, LLC and  
LEAP WIRELESS  
INTERNATIONAL, INC.,**

Defendants.

) Case No. 3:15-CV-2471-WHA

) **AMENDED COMPLAINT**  
) **CLASS ACTION**

) 1. Consumer Legal Remedies Act (Cal.  
) Civ. Code § 1750 et seq.)  
) 2. Untrue or Misleading Advertising (Cal.  
) Bus. & Prof. Code §§ 17500 et seq.)  
) 3. Negligence/Negligence Per Se  
) 4. Unconscionability and Unconscionable  
) Conduct  
) 5. Unjust Enrichment  
) 6. Unlawful, Unfair, and Fraudulent  
) Business Acts and Practices (Cal. Bus. &  
) Prof. Code §§ 17200 et seq.)  
) 7. Various State Consumer Protection  
) Acts

) **DEMAND FOR JURY TRIAL**

1 Plaintiffs, FLOR BARRAZA and NIKOLE HENSON, on behalf of  
2 themselves and all others similarly situated, sue Defendants Cricket Wireless, LLC  
3 and Leap Wireless International, Inc. for selling 4G/LTE phones that had no  
4 4G/LTE capabilities on their system and alleges as follows:

5 **NATURE OF THE ACTION**

6 1. Beginning in 2012, Leap Wireless International, Inc. (“LEAP”), by and  
7 through its affiliated entities including, but not limited to, Cricket Wireless, LLC  
8 (“Cricket Wireless”), marketed **UNLIMITED 4G/LTE** services throughout the  
9 United States (LEAP and its affiliated entities, including Cricket Wireless, LLC  
10 will be referred to hereinafter, collectively, as “Cricket”, which is the commonly  
11 known brand name).

12 2. Based on the representations made by Cricket, Plaintiffs and thousands  
13 of other consumers seeking better call connectivity and faster Internet and data  
14 speeds purchased high-end, expensive 4<sup>th</sup> Generation Long Term Evolution  
15 (“4G/LTE”) capable mobile cellular phones (“4G/LTE-Capable Phones”), such as  
16 the iPhone and Samsung Galaxy, in an attempt to take advantage of Cricket’s  
17 advertised **UNLIMITED 4G/LTE** services throughout the United States.

18 3. Contrary to Cricket’s advertisements of **UNLIMITED 4G/LTE**,  
19 Cricket did not have the capability to provide unlimited 4G/LTE services to its  
20 customers; indeed, no (or very limited) service was available in the major metro  
21 areas where Cricket sold its goods.

22 4. LEAP’s own documents filed with the SEC confirm the limited  
23 coverage of Cricket’s 4G/LTE: “to date, we [LEAP] covered approximately 21  
24 million POPs <sup>1</sup> with next-generation LTE network technology. However, given the  
25

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26 <sup>1</sup> POPs is a term that refers to the potential customers that a network could cover.  
27 Specifically, LEAP Wireless International, Inc., in its 10-K/A filed for the period  
28 ending December 31, 2012, refers to this as “information relating to population and

*Footnote continued on next page*

1 significant decrease in the size of our customer base in recent quarters, our high  
2 level of indebtedness, and the high cost of LTE deployment, **we have generally**  
3 **determined not to deploy LTE network technology in additional markets at**  
4 **this time.**<sup>2</sup> For comparison, the U.S. Census Bureau estimates that on May 1,  
5 2015, there were just under 321 million residents of the United States.<sup>3</sup>

6 5. Despite LEAP's admissions that Cricket's current 4G/LTE could only  
7 cover a maximum of 21 million potential consumers and that it had no plans to  
8 expand its 4G/LTE coverage, it continued to advertise and market to consumers  
9 nationwide that it had **UNLIMITED 4G/LTE**.

10 6. Defendant's advertisements and representations to consumers that it  
11 had **UNLIMITED 4G/LTE** without limitation were false.

12 7. Based on LEAP's own statements to the SEC and FCC, Defendants  
13 made such advertisements and representations to consumers with full knowledge  
14 that they were false.

15 8. As such, Defendants' advertisements and representations to consumers  
16 were willful, malicious, and unconscionable.

17  
18 potential customers, or POPs, is based on 2012 population estimates provided by  
19 Claritas Inc., a market research company." Leap Wireless International, Inc.,  
20 Securities and Exchanges Commission Form 10-K for the period ending December  
21 31, 2013, filed March 6, 2014, at page 44,  
22 <https://www.sec.gov/edgar/searchedgar/companysearch.html> (then "Fast Search" for  
23 LEAP's CIK #0001065049, Filter results by Filing Type 10-K/A, click on Document  
24 for Filing Date 2013-10-28).

25 <sup>2</sup> Leap Wireless International, Inc., Securities and Exchanges Commission Form 10-  
26 K for the period ending December 31, 2013, filed March 6, 2014, at page 44,  
27 <https://www.sec.gov/edgar/searchedgar/companysearch.html> (then "Fast Search" for  
28 LEAP's CIK #0001065049, Filter results by Filing Type 10-K, click on Document  
for Filing Date 2014-03-06).

<sup>3</sup> U.S. CENSUS BUREAU, *Monthly Population Estimates for the United States: April 1,  
2010 to December 1, 2015: 2014 Population Estimates*,  
<http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>  
(last visited July 6, 2015).

9. Recently, the Chairman of the FCC stated that “**consumers deserve to get what they pay for. Broadband providers must be upfront and transparent about the services they provide.** The FCC will not stand idly by while consumers are deceived by misleading marketing materials and insufficient disclosure”.<sup>4</sup>

10. Plaintiffs bring this lawsuit against the named Defendants on behalf of themselves, individually, and all other similarly situated consumers.

## JURISDICTION AND VENUE

11. Plaintiffs, on behalf of themselves and those similarly situated, re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs as though alleged in full herein.

12. On May 1, 2015, Plaintiff Flor Barraza filed a putative class action in the Superior Court of the State of California for the County of San Francisco, Case Number CGC 15-545624.

13. On June 3, 2015, Defendants Cricket Wireless, LLC and Leap Wireless International, Inc. filed a Notice of Removal pursuant to 28 U.S.C. §§ 1332, 1441 and 1446.

14. In the Notice of Removal, Defendants Cricket Wireless and LEAP asserted that this Court has jurisdiction pursuant to 28 U.S.C. § 1332(d).

15. At all times mentioned in this Amended Complaint, Defendants were, and are, entities doing business in California.

16. LEAP's principal place of business is in California.

17. Cricket's principal place of business is also in California.

18. This Court has personal jurisdiction over Defendants because a substantial portion of the wrongdoing alleged in this Complaint took place in

<sup>4</sup> Press Release, Federal Communications Commission, FCC Plans to fine AT&T \$100 Million for Misleading Consumers (June 17, 2015), <https://www.fcc.gov/document/att-mobility-faces-100m-fine-misleading-consumers>.

1 California, Defendants were authorized to do business in California, Defendants  
2 have sufficient minimum contacts with California, and/or Defendants intentionally  
3 availed themselves of the markets in California through the promotion, marketing,  
4 and sale of mobile cellular products and services in California.

5 19. In addition, venue is proper pursuant to 28 U.S.C. 1391(b)(1) and (d)  
6 because the Defendants are residents of this District.

7 **PARTIES**

8 20. Plaintiff Flor Barraza is a resident of the State of California.

9 21. Plaintiff Nikole Henson is a resident of the State of Missouri.

10 22. Defendant LEAP Wireless International, Inc. is a wholly owned  
11 subsidiary of AT&T, Inc. (“ATT”) which, at all times relevant prior to the Merger  
12 Agreement described below, directly owned and controlled various entities  
13 including, but not limited, to Cricket Wireless, LLC.

14 23. In July of 2013, ATT and LEAP entered into an Agreement and Plan of  
15 Merger (“Merger Agreement”).

16 24. In March of 2014, the Merger Agreement was formally consummated  
17 after approval by the Federal Communications Commission (“FCC”).

18 25. Pursuant to the Merger Agreement, Mariner Acquisition Sub, Inc. (a  
19 Delaware corporation and a wholly owned subsidiary of ATT) merged with and  
20 into LEAP, with LEAP surviving as a wholly owned subsidiary of ATT.<sup>5</sup>

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21  
22 <sup>5</sup> On March 23, 2014, LEAP made the following statement to the Securities and  
23 Exchanges Commission (“SEC”) in its Form 8-K: “Pursuant to the Agreement and  
24 Plan of Merger dated July 12, 2013 (the “Merger Agreement”), by and among Leap  
25 Wireless International, Inc., a Delaware corporation (the “Company”), AT&T Inc.,  
26 a Delaware Corporation (“AT&T”), Laser, Inc., a Delaware corporation (the  
27 “Stockholder’s Representative”), and Mariner Acquisition Sub Inc., a Delaware  
28 corporation and a wholly owned subsidiary of AT&T (“Merger Sub”), on March  
13, 2014, Merger Sub merged with and into the Company with the Company  
surviving as a wholly owned subsidiary of AT&T (the “Merger”). LEAP Wireless

*Footnote continued on next page*

26. Defendant Cricket Wireless, LLC is a Delaware corporation doing business in California.

**THE AT&T – LEAP MERGER: TIMELINE AND FACTS**

27. On or about August 1, 2013, Cricket License Company, LLC, LEAP Wireless International, Inc. and AT&T, Inc. filed an Application for Assignments and Transfers of Control (“the Application”) with the FCC.

28. In the Application, ATT seeks permission to take over Cricket and LEAP’s wireless communication rights and licenses.

29. Included in the Application were the following statements made by the joint applicants ATT and LEAP:

- a. “LEAP’S financial resources and limited spectrum depth make it uneconomic to upgrade its current 3G CDMA platform to LTE throughout its network; **to date it has deployed LTE technology in only 11 metropolitan areas** covering approximately 21 million people and has little prospect today of financing significant upgrades to cover the remainder of its network footprint”;

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International, Inc., Securities and Exchanges Commission Form 8-K, filed on March 14, 2014, <https://www.sec.gov/edgar/searchedgar/companysearch.html> (“Fast Search” for LEAP’s CIK # 0001065049, Filter Results by Filing Type “8-K”, click on Document for Current Report, item 5.03, click on “body.htm”). AT&T described the merger to the SEC as follows: ***ATT acquired all of LEAP including its stock and wireless properties, including licenses, network assets, retail stores, approximately 5 million subscribers and debt.*** AT&T, Inc., Securities and Exchanges Commission Form 10-Q, dated Sept. 30, 2013, <https://www.sec.gov/edgar/searchedgar/companysearch.html> (then “Fast Search” for AT&T’s CIK #732717, Filter Results by Filing Type “10-Q”, click on Document for Filing Date 2013-11-01) (see NOTE 7. ACQUISITIONS, DISPOSITIONS AND OTHER ADJUSTMENTS).

b. “LEAP had deployed LTE technology in only 11 metropolitan areas...offers only slower, less spectrally efficient 3G CDMA EVDO elsewhere to 65 percent of its subscribers”; and

c. “LEAP primarily deployed its spectrum to support CDMA EVDO technology, which is far less spectrally efficient than AT&T’s 4G network. To the extent that LEAP has deployed LTE, it has done so in 3x3 MHz and 5x5 MHz block configurations. In contrast, AT&T is typically deploying spectrum to support LTE in 10x10 MHz blocks, with 5x5 MHz configuration as a minimum”.

30. In March of 2014, the FCC approved the merger.

31. On or about May 18, 2014, the “New Cricket” re-launched under ATT.

### **PLAINTIFFS’ EXPERIENCES**

#### **Plaintiff Flor Barraza**

32. Plaintiff Flor Barraza (“Flor”) has been a customer of Cricket for approximately the past eight years.

33. Flor’s then-current 3G phone and services would not allow her to stream videos, load web pages, or use her GPS system reliably.

34. In August of 2013, Flor was in the market for a mobile, wireless telephone that was 4G/LTE-Capable because her then-current Cricket phone had poor and unreliable Internet and data service.

35. Flor visited a full-service Cricket retail store in Carlsbad, California.

36. Cricket prominently displayed signs advertising **UNLIMITED 4G/LTE** throughout the store.

37. On August 22, 2013, Flor purchased a 4G/LTE-Capable Phone, the Samsung Galaxy S4 from Cricket for \$599.99 plus taxes.

38. The Samsung Galaxy S4 was fully capable of connecting to a 4G/LTE network. In addition, Flor purchased a monthly service plan that was supposed to provide her with access to 4G/LTE services.

1           39. The 4G/LTE capability was noted on the box that contained the  
2 Samsung Galaxy S4, the materials inside the box, and the SIM Card.

3                                   **Plaintiff Nikole Henson**

4           40. Plaintiff Nikole Henson (“Nikole”) was a customer of Cricket for  
5 approximately five or six years.

6           41. Nikole’s then-current 3G services and phone would not allow her to  
7 stream videos, load web pages, or use her GPS system reliably.

8           42. In January of 2013, Nikole was in the market for a new mobile,  
9 wireless telephone with 4G/LTE service because her then-Cricket phone had poor  
10 and unreliable Internet and data service.

11           43. Nikole visited a Cricket store in Roeland Park, Kansas.

12           44. Cricket prominently displayed signs advertising **UNLIMITED**  
13 **4G/LTE** throughout the store.

14           45. Nikole ultimately purchased a 4G/LTE-Capable Phone, the Samsung  
15 Galaxy S3 from Cricket for approximately \$499.99 plus taxes.

16           46. The Samsung Galaxy S3 was fully capable of connecting to a 4G/LTE  
17 network. In addition, Nikole purchased a monthly service plan that was supposed  
18 to provide her with access to 4G/LTE services.

19           47. The 4G/LTE capability was noted on the box that contained the  
20 Samsung Galaxy S3, the materials inside the box, and the SIM Card.

21                                   **COMMON FACTUAL ALLEGATIONS**

22                           **Cricket’s 4G/LTE Advertising and Marketing to Consumers**

23           48. Cricket describes itself as providing “innovative, high-value wireless  
24 services to a fast-growing, young, and ethnically diverse customer base.”<sup>6</sup>  
25

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26  
27 <sup>6</sup> News Release, PR Newswire, Leap Announces Expanded Availability of Cricket  
28 <http://www.prnewswire.com/news-releases/leap-announces-expanded-availability-of->



1           49. Since 2012, Cricket has advertised to thousands of consumers across  
2 the United States the opportunity to purchase a 4G/LTE-Capable Phone with  
3 4G/LTE services without distinction, clarification or disclosure that such 4G/LTE  
4 coverage was extremely limited in size, scope and strength and, in most cities,  
5 nonexistent (“4G/LTE Misrepresentations”).

6           50. Cricket advertised its 4G/LTE services in a variety of methods  
7 including, but not limited to: in-store advertising, printed marketing materials,  
8 radio, television, billboards, and the Internet.

9           51. Such advertisements included statements that Cricket’s 4G/LTE  
10 services provided **UNLIMITED 4G/LTE** in the United States without noting any  
11 areas of limited or nonexistent coverage.

12           52. 4G/LTE is the most advanced type of network currently available to the  
13 general public.

14           53. 4G/LTE has several significant advantages over conventional 3G  
15 service.

16           54. This includes, but is not limited to: a significantly higher quality  
17 cellular service for making phone calls, faster text messaging, and exponentially  
18 faster data and Internet/data services (approximately eight times faster than 3G).

19           55. Cricket’s own current “Acceptable Use Policy” describes data speeds as  
20 follows (updated as of May 18, 2014 <sup>7</sup>):

- 21           a. Cricket’s 4G LTE service currently offers download speeds up to 8  
22 Mbps <sup>8</sup>; and  
23  
24

25 cricket-products-and-services-through-key-national-retail-outlets-130327813.html  
26 (quoted source no longer available).

27 <sup>7</sup> CRICKET WIRELESS, *Acceptable Use Policy*, <https://www.cricketwireless.com/legal-info/acceptable-use-policy.html> (Revised May 18, 2014).

28 <sup>8</sup> “Mbps” = Mega bytes per second

- 1           b.     3G service as providing download speeds from 700 Kbps up to 1.7  
2               Mbps.

3           56.   4G/LTE services allow a consumer to get the best and highest use of  
4   the 4G/LTE-Capable Phone. This includes, but is not limited to:

- 5           a.     Ability to download or stream music and videos;  
6           b.     Greatly enhanced speed of downloading or streaming music and  
7               video;  
8           c.     Ability to use mobile applications that have practical, safety-  
9               enhancing features such as turn-by-turn GPS directions;  
10          d.     The use of other mobile applications that would require 4G/LTE  
11               services as advertised by Cricket (such as MUVE); and,  
12          e.     In general, the ability of a consumer to have the full functionality of  
13               a 4G/LTE-Capable Phone.

14          57.   From 2012 to the present, Cricket offered a variety of monthly wireless  
15   cell phone plans (talk, text, and data) on either or both a 3G and 4G network,  
16   including the following:

- 17          a.     3G Basic Plans starting at approximately \$35.00 or \$45.00 per  
18               month; and,  
19          b.     4G/LTE plans starting at approximately \$50.00 to \$60.00 per month.

20                       **Cricket's 4G/LTE-Capable Phones**

21          58.   To access Cricket's 4G/LTE services, Cricket requires consumers to  
22   purchase a 4G/LTE- Capable Phone from Cricket.

23          59.   From 2012 to the present, Cricket offered a variety of high-end,  
24   4G/LTE-Capable Phones, such as various versions of the Apple iPhone and the  
25   Samsung Galaxy.

26          60.   Cricket offered these high-end 4G/LTE-Capable Phones for sale at full  
27   retail price, generally between \$399.99 and \$599.99.

61. 4G/LTE-capable phones were the most expensive kind of mobile wireless phones that Cricket offered for sale and were purchased by Plaintiffs and the putative class.

62. During that same time period, Cricket also offered 3G-capable wireless mobile smart-phones.

63. 3G-capable smart-phones were significantly cheaper than Cricket's 4G/LTE-Capable Phones and could generally be purchased between \$99.99 and \$269.99.

### **Cricket's Packaging of its 4G/LTE-Capable Phones**

64. The 4G/LTE-Capable Phones offered for sale by Cricket and purchased by Plaintiffs and the putative class members were branded with "4G/LTE" symbol.

65. These measures were so significant and widespread that an objectively reasonable consumer, having purchased a 4G/LTE-Capable Phone from Cricket, would believe that the phone would receive 4G/LTE coverage; this is especially true when coupled with Cricket's advertisements of **UNLIMITED 4G/LTE** without any disclaimer indicating that such 4G/LTE coverage was extremely limited and, in most cases, nonexistent.

66. Such 4G/LTE branding included the packaging of the phone itself, for example:



1           67. Such 4G/LTE branding also included in the “Quick Start Guide”, for  
2 example:



13           68. Such 4G/LTE branding also included the Subscriber Identification  
14 Module (“SIM”) card holder contained in the box provided by the Defendants. The  
15 SIM card holder had a large moniker stating “4G/LTE” and a notation stating  
16 “4G/LTE Technology – Lets you live, work, and play faster than with 3G”. For  
17 example:



25           69. Such 4G/LTE branding also included the 4G/LTE-Capable Phone itself.

26           70. This type of branding (SIM card, Phone, Booklet, etc.) is not typically  
27 found with any other major carrier that has 4G/LTE coverage.  
28

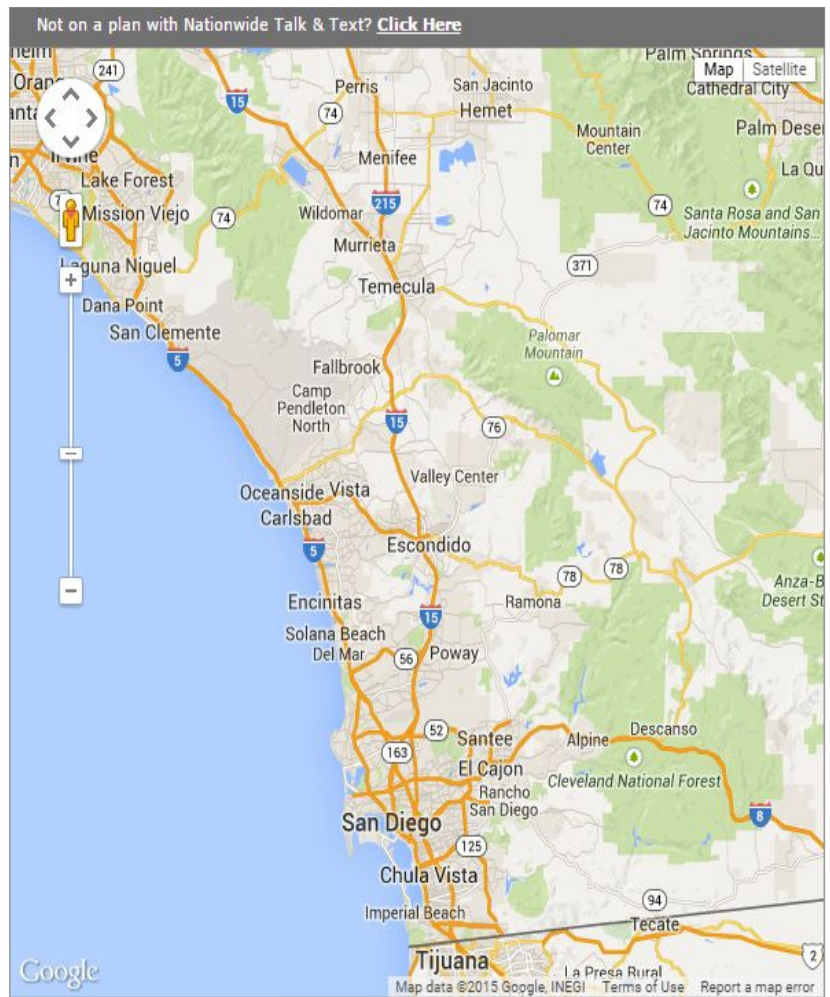
71. Upon information and belief, Cricket took these actions to intentionally deceive and confuse Plaintiffs and the putative class members that after purchasing a 4G/LTE-Capable Phone, Cricket would provide 4G/LTE coverage.

### **The True Scope of Cricket's 4G/LTE Services**

72. Despite advertising **UNLIMITED 4G/LTE** across the United States, Cricket did not have a network that was capable of providing 4G/LTE services to the vast majority of 4G/LTE phone purchasers across the country.

73. For example, coverage maps taken from Cricket's own website show that Cricket did not have 4G/LTE coverage in Southern California. (Note that potential consumers are notified that "*a 4G device is required for 4G/LTE service*"):

The screenshot shows the 'search cricket coverage' interface. At the top, it says 'My home zip code: 92081 (Change)'. Below that, it prompts to 'Check coverage for a specific location:' with fields for 'Street:', 'City:', 'State:', and 'Zip:'. The 'City' field is filled with 'Vista', 'State' is a dropdown menu showing 'CA', and 'Zip' is '92081'. A red 'show coverage' button is at the bottom right of the form. Below the form is a 'coverage map legend' section. It says 'Select the coverage type to display' and has three radio buttons: 'Talk & Text Coverage', '3G Data Coverage', and '4G LTE Data Coverage'. The '4G LTE Data Coverage' option is selected. Below the legend, there are three color-coded boxes: a purple box for 'Cricket 4G LTE Data Coverage (4G device required for 4G LTE service)', a pink box for 'Partner 4G LTE Data Coverage', and a white box for 'No Coverage'. Each box has a green question mark icon to its right.





74. In contrast, coverage maps from Cricket's own website show that there is abundant 3G coverage throughout all of the major metropolitan areas of Southern California:

My home zip code: 92101 (Change)

Check coverage for a specific location:

Street:

City:  State:  Zip:

San Diego CA 92101

show coverage

coverage map legend

Select the coverage type to display

► Talk & Text Coverage

▼ 3G Data Coverage

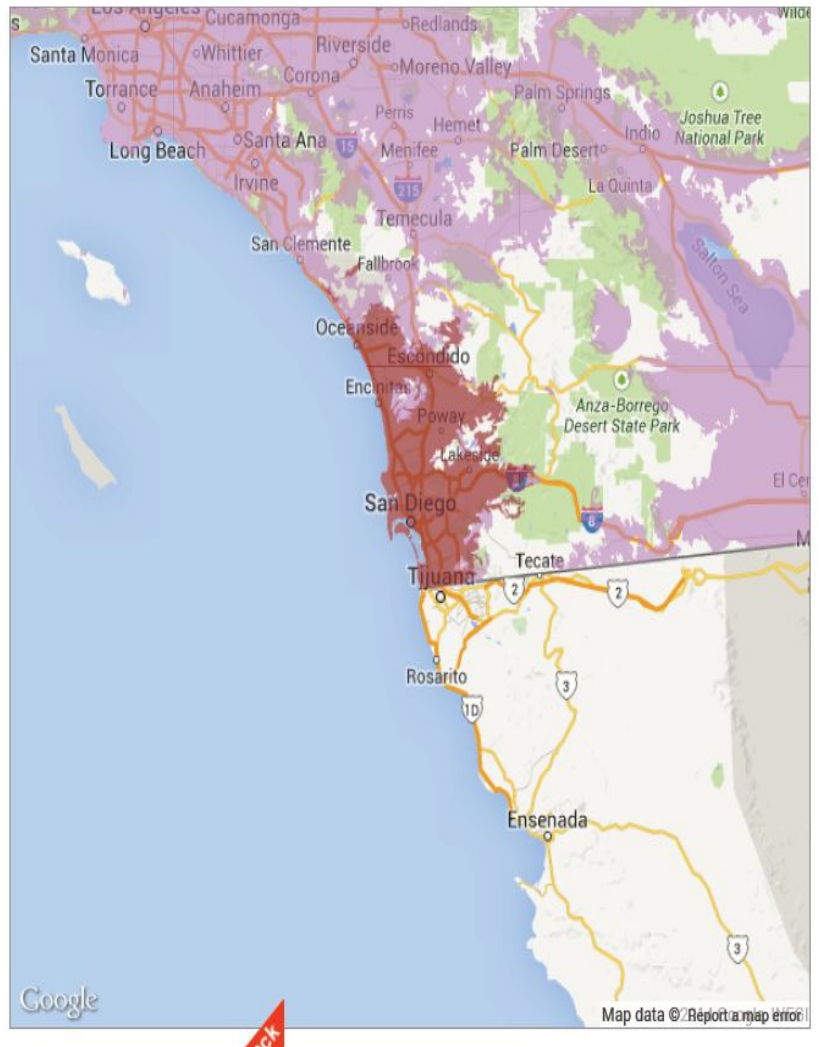
Cricket 3G Data Coverage

Partner 3G Data Coverage

Additional Partner Data Coverage (Phones only)

No Coverage

► 4G LTE Data Coverage



75. As of December 31, 2013, Cricket service was offered in 48 states and the District of Columbia across an extended area covering approximately 292 million POPs.

76. As discussed, *supra*, LEAP's SEC filings admit that 4G/LTE coverage extends to only approximately 21 million POPs (population and potential customers) in the entire United States.

1           77. Further, LEAP's SEC Filings as recent as March 5, 2014 made the  
2 following public statements concerning its lack of 4G/LTE capabilities and its lack  
3 of ability to expand its 4G/LTE capabilities<sup>9</sup>:

4           a. "Many of our competitors also offer LTE services over a  
5 significantly larger geographic area than we do";

6           b. "Given the significant decrease in the size of our customer base in  
7 recent quarters, our high level of indebtedness, and high cost of LTE  
8 deployment, **we have generally determined not to deploy LTE**  
9 **network technology in additional markets at this time**"; and

10          c. "Our ability to remain competitive will depend, in part, on our  
11 ability to anticipate and respond to various competitive factors, to  
12 provide LTE-based services, and meet increasing customer demand  
13 for high data throughput speeds..."

14          78. By Cricket's own admissions, it made a conscious decision not to  
15 expand their 4G/LTE coverage—none of which was divulged in its nationwide  
16 advertising campaign for **UNLIMITED 4G/LTE SERVICES**.

17          79. Despite admitting that to "remain competitive" it had to "meet  
18 increasing customer demand for high data throughput speeds", Cricket continued on  
19 its course of advertising and marketing to consumers that it had **UNLIMITED**  
20 **4G/LTE SERVICES** and failed to inform customers that its 4G/LTE services were  
21 (and would continue to be) only available in very limited geographic regions.

22          80. Essentially, Cricket told one story to the SEC and FCC ("we have a  
23 very limited 4G/LTE network, cannot and will not expand our 4G/LTE network,  
24

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25 <sup>9</sup> LEAP Wireless International, Inc., Securities and Exchanges Commission Form  
26 10-K for the period ending December 31, 2013, filed March 6, 2014,  
27 <https://www.sec.gov/edgar/searchedgar/companysearch.html> (then "Fast Search" for  
28 LEAP's CIK #0001065049, Filter results by Filing Type 10-K, click on Document  
for Filing Date 2014-03-06).

etc.”), but continued to engage in a mass advertising campaign that told a very different story to its consumers (“we have and provide **UNLIMITED 4G/LTE**”).

**NO CONTRACT OR AGREEMENT WAS OR EVER COULD HAVE BEEN FORMED; THUS, ANY PURPORTED AGREEMENT TO ARBITRATE IS UNENFORCEABLE AS A MATTER OF LAW**

81. Any purported arbitration clause that Defendants may allege exists is unenforceable because no contract or agreement between Cricket and consumers was ever formed.

82. **Cricket’s “No Contract” Representations.**

- a. During all relevant time periods in this Amended Complaint, Cricket marketed itself to all consumers, including Plaintiffs and the putative class, as the “Home of the No Contract, No Hassle Wireless Carrier”.
- b. For example, the “Quick Start Guide” that Defendants provided to Plaintiffs and the putative class members welcomed them to Cricket Wireless, the “Home of No Contract, No Hassle Wireless”:





1 c. In addition, from approximately May 1, 2012 to June 1, 2014,  
2 Cricket advertised on its website that its services had Unlimited  
3 Data, Talk, Text & Music with “**No Contracts**”.

4  
5 i. For example, Cricket made the following representation on its  
6 website in 2013:



15 d. Significantly, after ATT finalized its acquisition of LEAP/Cricket  
16 (on or around May 18, 2014), the marketing and advertising  
17 messages conveyed to consumers changed to “No *Annual* Contract”  
18 instead of its prior message of “No Contract”. The clear implication  
19 is that ATT knew the “No Contract” advertisement campaign was  
20 problematic and changed the advertising message accordingly.

21 e. Thus, Defendants cannot enforce an arbitration clause or other  
22 contractual provision against any class member consumers in this  
23 case since no contract or agreement, including any arbitration  
24 provision, was ever offered or formed due to Defendants’ prior  
25 representations to consumers (through marketing, advertisements,  
26 printed materials, etc.) that Cricket’s 4G/LTE services have “No  
27 Contract”.

1           83.    **Cricket’s Failure to Meaningfully Disclose the Arbitration.**

- 2           a.     Upon information and belief, Defendants provided the same or
- 3                 similar “Quick Start Guide” to all consumers that purchased
- 4                 4G/LTE-Capable Phones from 2012 to mid-2014.
- 5           b.     The arbitration clause was included in a booklet titled “Quick Start
- 6                 Guide” with the subtitle “A Simple Guide to Activating Your
- 7                 Phone”<sup>10</sup> (herein, “Quick Start Guide: Simple Activation Guide”).
- 8           c.     There is no mention or description on the front of the booklet about
- 9                 anything in the “Quick Start Guide: Simple Activation Guide”
- 10                relating to additional “agreements”, “contracts”, “terms of service”,
- 11                or arbitration clauses.
- 12           d.     Because Cricket failed to meaningfully and conspicuously notify
- 13                 consumers of the existence of any “terms of service” which
- 14                 contained an arbitration provision, no contract or agreement was or
- 15                 could have been formed due to the following:
- 16                 i.    First, the “Quick Start Guide: Simple Activation Guide” can only
- 17                     be accessed *after* the deal to purchase a 4G/LTE phone.
- 18                 ii.   Second, Cricket included the arbitration clause in a “Quick Start
- 19                     Guide: Simple Activation Guide” described as a “*simple way of*
- 20                     *activating your phone*”, a misnomer designed to mislead
- 21                     consumers about what was contained therein.
- 22                 iii.   Third, the arbitration clause was buried on the final pages of the
- 23                     “Quick Start Guide: Simple Activation Guide”.
- 24                 iv.   Fourth, the entire “Terms of Service” included in the “Quick
- 25                     Start Guide: Simple Activation Guide” is printed in extremely
- 26                     small font (either 5 or 6-point character size) that is very

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28           <sup>10</sup> See *supra*, paragraph 67.

[illegible]

AMENDED COMPLAINT – CLASS ACTION, Case No. 3:15-CV-2471-WHA

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1 the Class is unknown, Defendants Cricket Wireless, LLC and Leap Wireless  
2 International, Inc. submitted to this Court that over 10,000 Samsung Galaxy S4s  
3 were sold to California consumers from June 1, 2012 to May 18, 2014. The  
4 identifying information of the group that purchased Samsung Galaxy S4s, as well as  
5 all other 4G/LTE-Capable Phones during the Class Period is unknown to Plaintiffs;  
6 however, that information is readily available from the Defendants.

7 88. **Commonality and Predominance.** This action involves common  
8 questions of law or fact, which predominate over any questions affecting individual  
9 class members, including, but not limited to, the following:

- 10 a. Whether Defendants advertised “No Contract”;
- 11 b. Whether Defendants advertised and/or provided “4G/LTE-Capable  
12 Phones”;
- 13 c. Whether Defendants advertised and/or provided “4G/LTE  
14 Services”.
- 15 d. Whether Plaintiffs and Class members purchased 4G/LTE-Capable  
16 Phones from Defendants;
- 17 e. Whether Plaintiffs and Class members purchased 4G/LTE wireless  
18 cellular phone plans from Defendants;
- 19 f. Whether and to what extent Defendants failed to provide 4G/LTE  
20 services;
- 21 g. Whether Defendant’s Terms of Service were adequately disclosed to  
22 and were consented to by the Plaintiffs and class members;
- 23 h. Whether Defendants acted in bad faith in falsely advertised the  
24 scope of their 4G/LTE coverage;
- 25 i. Whether Defendants’ claims of “No Contract” was likely to mislead  
26 objectively reasonable consumers;

- j. Whether Defendants' 4G/LTE advertisements and marketing were likely to mislead an objectively reasonable consumer;
- k. Whether Defendant engaged in deceptive and unfair business and trade practices;
- l. Whether Plaintiffs and class members are entitled to restitution, damages, and/or other equitable relief; and
- m. Whether Defendants should be enjoined from engaging in this type of conduct.

89. **Typicality.** The named Plaintiffs' claims are typical of the claims of the Class because, among other things, Plaintiffs, like all members of the class, purchased 4G/LTE-Capable Phones anticipating to receive 4G/LTE Services. Cricket never provided 4G/LTE Services or provided only extremely limited 4G/LTE Services in cities across the United States. In addition, named Plaintiffs have the same or similar remedies as the members of the putative class.

90. **Adequacy of Representation.** Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the Class that they seek to represent; they have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

91. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy, including, but not limited to, the following reasons:

- a. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims

1 against Cricket, so it would be impracticable for the members of the  
2 Class to individually seek redress for Cricket's wrongful conduct;

3 b. Even if the members of the Class could afford individual litigation,  
4 the court system could not. Individualized litigation creates a  
5 potential for inconsistent or contradictory judgments, and increases  
6 the delay and expense to all parties and the court system. By  
7 contrast, a class action presents far fewer management difficulties,  
8 and provides the benefits of single adjudication, economy of scale,  
9 and comprehensive supervision by a single court; and

10 c. No unusual difficulties are likely to be encountered in the  
11 management of this class action.

12 92. **Ascertainability.** Defendants are in possession of the necessary  
13 records in the form of receipts and billing statements to identify members of the  
14 class; as such, the class will be easily ascertainable.

### 15 **CAUSES OF ACTION**

16 93. Plaintiff does not plead, and hereby disclaims, any causes of action  
17 under the Federal Communications Act and regulations promulgated by the FCC.

### 18 **CHOICE OF LAW**

19 94. At all times relevant to this Amended Complaint, Leap Wireless  
20 International, Inc.'s principal place of business and principal executive offices were  
21 located in California; in addition, LEAP owned and controlled Defendant Cricket  
22 Wireless, LLC and various other Cricket entities.

23 95. On information and belief, all business and marketing decisions,  
24 including decisions to not expand 4G/LTE coverage and continue to market  
25 "Unlimited 4G/LTE", were made at LEAP and Cricket Wireless' offices in  
26 California.

96. As such, California law applies to Plaintiffs' and the putative class members' claims because:

a. A substantial part of the alleged misleading and deceptive conduct emanated from California; and

b. The bad faith, unfair, and unlawful conduct occurred in California.

97. In the alternative, the laws of the states in which each Plaintiff and each class member resides apply. In that case, Plaintiffs and the putative class members hereby incorporate every state's laws relating to consumer protection, unconscionability, false advertising, unjust enrichment, negligence, and negligence per se.

**COUNT ONE:**  
**VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT**  
**Cal. Civ. Code § 1750, et. seq.**  
(As to All Defendants)

98. Plaintiffs, on behalf of themselves and those similarly situated, re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs as though alleged in full herein.

99. This cause of action is brought pursuant to the California Consumers Legal Remedies Act, California Civil Code § 1750, et seq. (“CLRA”).

100. Plaintiff and other proposed class members purchased from Defendants “goods”, specifically Cal. Civ. Code § 1761(a) and “services”, specifically Cal. Civ. Code § 1761(b).

101. Defendants' actions, representations and conduct have violated the CLRA because they extended to transactions that are intended to result, or which have resulted in, the sale or lease of goods or services to consumers.

102. Plaintiffs and other class members are “consumers” as that term is defined by the CRLA, specifically, Cal. Civ. Code § 1761(d).



1           103. By engaging in the conduct described above, Defendants violated the  
2 CLRA as follows:

- 3           a. By representing that goods or services have sponsorship, approval,  
4 characteristics, etc. which they do not have, in violation of Cal. Civ.  
5 Code § 1770(a)(5);
- 6           b. By representing that goods or services are of a particular standard,  
7 quality, or grade if they are of another, in violation of Cal. Civ.  
8 Code § 1770(a)(7); and
- 9           c. By advertising goods or services with intent not to supply them as  
10 advertised, in violation of Cal. Civ. Code § 1770(a)(9).

11           104. Specifically, Defendants' acts and practices led customers to falsely  
12 believe that their "goods" and "services" would allow consumers to have access to a  
13 4G/LTE network when they knew such representations to be false and/or  
14 misleading.

15           105. On or about May 1, 2015, Plaintiff Flor Barraza, upon filing this action  
16 in the Superior Court of the State of California for the County of San Francisco,  
17 Case Number CGC 15-545624, put Defendants on notice of her allegations and  
18 demanded that Defendants correct, repair, replace, or otherwise rectify the  
19 unlawful, unfair, false, and deceptive practices complained of herein within (30)  
20 days.

21           106. Defendant Leap Wireless International, Inc. was served on May 5,  
22 2015.

23           107. Defendant Cricket Wireless, LLC and former Defendant AT&T Inc.  
24 were served on May 8, 2015.

25           108. On or about May 15, 2015, Plaintiff Flor Barraza sent each of the  
26 Defendants a separate letter, in compliance with CLRA § 1782, demanding that  
27 they take appropriate action to correct, repair, replace, or otherwise rectify the  
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1 unlawful, unfair, false, and deceptive practices complained of herein. In addition,  
2 on June 4, 2015 counsel for Defendants was served with and accepted a copy of  
3 Plaintiff Flor Barraza's CLRA demand letter via e-mail.

4 109. Defendants have refused to correct, repair, replace, or otherwise rectify  
5 the unlawful, unfair, false, and deceptive practices complained of herein.

6 110. Because Defendants have failed to take corrective action as required  
7 under the CLRA, Plaintiff and the putative class are now permitted to amend this  
8 Amended Class Action Complaint to seek, pursuant to Cal. Civ. Code § 1780(a)(3),  
9 compensatory damages, punitive damages, and restitution for any ill-gotten gains  
10 due to Defendants' acts and practices.

11 111. Plaintiffs also request that this Court award her costs and reasonable  
12 attorneys' fees pursuant to Cal. Civ. Code § 1780(d).

13 **COUNT TWO:**  
14 **FALSE ADVERTISING, BUSINESS AND PROFESSIONS CODE,**  
15 **Business Professions Code § 17500, et. seq.**  
16 (As to All Defendants)

17 112. Plaintiffs, on behalf of themselves and those similarly situated, re-  
18 allege and incorporate by reference each and every allegation set forth in the  
19 preceding paragraphs as though alleged in full herein.

20 113. Beginning at an exact date unknown to Plaintiffs, but within three (3)  
21 years preceding the filing of this Class Action Complaint, Defendants made untrue,  
22 false, deceptive, and/or misleading statements in connection with the advertising  
23 and marketing of their products and services.

24 114. Defendants made representations through advertisement (through a  
25 variety of mediums) and product labeling/branding (the cellular phones purchased  
26 by Plaintiffs and others similarly situated were branded/labeled with the "4G"  
27 branding and the instruction booklet contained "4G" branding), that led reasonable  
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1 customers to believe that they were purchasing a 4G/LTE-Capable Phone that  
2 would receive 4G/LTE Services in their respective geographic regions.

3 115. Defendants deceptively failed to inform Plaintiffs, and those similarly  
4 situated, that their goods and services did not actually provide for 4G/LTE Services  
5 in their respective geographic areas.

6 116. Defendants' acts and omissions were likely to deceive the general  
7 public.

8 117. Defendants engaged in these false, misleading, and deceptive  
9 advertising and marketing practices to increase their profits. Accordingly,  
10 Defendants have engaged in false advertising, as defined by Cal. Business and  
11 Professions Code § 17500.

12 118. The aforementioned practices, which Defendants used, and continue to  
13 use, to their significant financial gain also constitute unlawful competition and  
14 provide an unlawful advantage over Defendants' competitors and result in injury to  
15 the general public.

16 119. Plaintiffs seek, on behalf of those similarly situated, full restitution of  
17 monies as necessary and according to proof, to restore any and all monies acquired  
18 by Defendants from Plaintiff, the general public, or those similarly situated by  
19 means of the false, misleading, and deceptive advertising and marketing practices  
20 complained of herein, plus interest.

21 120. Plaintiffs and those similarly situated are further entitled to and do seek  
22 both a declaration that the above-described practices constitute false, misleading,  
23 and deceptive advertising.

24 121. As a direct and proximate result of such actions, Plaintiffs and the other  
25 members of the Class have suffered, and continue to suffer, injury in fact and have  
26 lost money and/or property as result of such false, deceptive, and misleading  
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1 advertising in an amount which will be proven at trial, but which is in excess of the  
2 jurisdictional minimum of this Court.

3  
4 **COUNT THREE:**  
5 **NEGLIGENCE/NEGLIGENCE PER SE**  
6 (As to All Defendants)

7 122. Plaintiffs, on behalf of themselves and those similarly situated, re-  
8 allege and incorporate by reference each and every allegation set forth in the  
9 preceding paragraphs as though alleged in full herein.

10 123. Cricket, for the relevant time period, owed Plaintiffs and the class a  
11 duty to be forthcoming and inform Plaintiffs and the class of the current and  
12 projected limits of its “**UNLIMITED**” 4G/LTE Services.

13 124. During the Class Period, Cricket represented – through in-store  
14 materials and various advertising mediums – to Plaintiffs and the Class that it had  
15 4G/LTE Services, in breach of its duty.

16 125. Cricket’s violations of California’s Business and Professionals Code §  
17 17200 et seq. and § 17500 et seq. constitute negligence per se.<sup>12</sup>

18 126. Cricket’s intentional breach of this duty constitutes gross negligence.

19 127. Cricket knew that its 4G/LTE Services were very limited and that its  
20 customers would rely upon their representations and advertisements, thus its actions  
21 were voluntary.

22 128. Plaintiffs and the proposed class did not know, and could not have  
23 known, that such representations and/or advertisements were false.

24 129. As a direct and proximate result of Defendants conduct, Plaintiffs and  
25 the class have been damaged.

26 130. Defendant’s negligence was a substantial factor of the harm Plaintiffs  
27 and the class suffered.

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28 <sup>12</sup> See Count Two and Count Six.

1 131. Plaintiffs and the class seek restitution and disgorgement of profits  
2 related to the false advertisement and offer and/or declaratory relief as may be  
3 appropriate.

4 **COUNT FOUR:**  
5 **UNCONSCIONABILITY and UNCONSCIONABLE CONDUCT**  
6 (As to All Defendants)

7 132. Plaintiffs, on behalf of themselves and those similarly situated, re-  
8 allege and incorporate by reference each and every allegation set forth in the  
9 preceding paragraphs as though alleged in full herein.

10 133. Defendants' conduct, including advertising 4G/LTE Services while  
11 knowing Cricket could not provide such services to most California consumers  
12 (including Plaintiff), is unfair and unconscionable.

13 134. As a result of Defendants' unconscionable acts and/or omissions,  
14 Plaintiffs and the proposed class sustained damages in an amount to be determined  
15 by this Court, including interest on all liquidated sums and reasonable attorneys'  
16 fees. Plaintiffs also seek restitution and disgorgement of profits relating to the false  
17 advertisement and offer and/or declaratory relief as may be appropriate.

18 **COUNT FIVE:**  
19 **UNJUST ENRICHMENT**  
20 (As to All Defendants)

21 135. Plaintiffs, on behalf of themselves and those similarly situated, re-  
22 allege and incorporate by reference each and every allegation set forth in the  
23 preceding paragraphs as though alleged in full herein.

24 136. Defendants knowingly retained a benefit at the expense of Plaintiffs and  
25 the putative class members.

26 137. Defendants derived this benefit at the expense of Plaintiffs and the  
27 putative class members, in the form of substantial revenue from Plaintiffs' and the  
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1 putative class members' purchase of 4G/LTE-Capable Phones and 4G/LTE  
2 Services, from Defendants' 4G/LTE Misrepresentations.<sup>13</sup>

3 138. Plaintiffs' and the putative class members' detriment and Defendants  
4 enrichment are traceable to, and resulted directly and proximately from, the conduct  
5 alleged in this Amended Complaint including, but not limited to, Defendants'  
6 4G/LTE Misrepresentations.

7 139. It would be inequitable for Defendants to retain the benefits they  
8 received and continue to receive from Plaintiffs and the putative class members  
9 without payment to Plaintiffs and the putative class members.

10 140. Plaintiffs and the class have no adequate remedy at law.

11 141. Plaintiffs and the class seek disgorgement and/or a constructive trust on  
12 all of the inequitable payments and profits Defendants retained from Plaintiffs and  
13 Class Members.

14 **COUNT SIX:**  
15 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
16 **California Business & Professions Code § 17200 et seq.**  
17 (As to All Defendants)

18 142. Plaintiffs, on behalf of themselves and those similarly situated, re-  
19 allege and incorporate by reference each and every allegation set forth in the  
20 preceding paragraphs as though alleged in full herein.

21 143. Section 17200 of the California Business & Professions Code ("UCL")  
22 prohibits any unlawful, unfair, or fraudulent business practice.

23 144. Defendants violated the "unlawful" prong of the UCL by making  
24 material misrepresentations that they offered **UNLIMITED 4G/LTE** when, in fact,  
25 such 4G/LTE coverage was extremely limited in size and strength and, in most  
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27  
28 <sup>13</sup> See *supra*, paragraph 49.

1 cities, nonexistent, in violation of California's Consumer Legal Remedies Act, Cal.  
2 Civ. Code §1750 *et seq.*

3 145. Defendants' practice of advertising **UNLIMITED 4G/LTE** nationwide  
4 without regard for whether or not Defendants could actually provide such 4G/LTE  
5 coverage violated the "unfair" prong of the UCL because it was immoral, unethical,  
6 oppressive, unscrupulous, unconscionable, and/or substantially injurious to  
7 Plaintiffs and the putative class members. Defendants' practices were also contrary  
8 to legislatively declared and public policy and the harm it caused to consumers  
9 outweighed its utility (if any).

10 146. Defendants violated the "fraudulent" prong of the UCL by making  
11 material misrepresentations that they had **UNLIMITED 4G/LTE** when they did  
12 not, and by failing to disclose and actively concealing material information  
13 regarding their lack of 4G/LTE coverage. These material misrepresentations and  
14 nondisclosures were likely to mislead consumers.

15 147. As a direct and proximate result of Defendants' unfair, unlawful, and  
16 fraudulent conduct, Plaintiff (and the class members) lost money or property.

17 148. Defendants' conduct caused substantial injury to Plaintiffs and the  
18 putative class members. Accordingly, Plaintiffs seek an order enjoining  
19 Defendants.

20 **COUNT SEVEN:**  
21 **STATE CONSUMER PROTECTION STATUTES**  
22 (As to All Defendants)

23 149. Plaintiffs, on behalf of themselves and those similarly situated, re-  
24 allege and incorporate by reference each and every allegation set forth in the  
25 preceding paragraphs as though alleged in full herein.

26 150. Plaintiffs, on behalf of themselves and those similarly situated, allege  
27 that Defendants' conduct, as set forth herein, violates the following consumer  
28 protection statutes:

- a. Code of Ala. § 8-19-1, et seq.;
- b. Alaska Stat. § 45.50.471, et seq.;
- c. A.R.S. § 44-1522, et seq.;
- d. A.C.A. § 4-88-101, et seq.;
- e. Cal. Bus. & Prof. Code § 17200, et seq.;
- f. C.R.S. § 6-1-105, et seq.;
- g. Conn. Gen. Stat. § 42-110a, et seq.;
- h. 6 Del. C. §§ 2511, et seq. and 2531, et seq.;
- i. D.C. Code § 28-3901, et seq.;
- j. Fla. Stat. § 501.201, et seq.;
- k. O.C.G.A. §§ 10-1-372, et seq, 10-1-392 and 10-1-420;
- l. HRS § 480-1, et seq.;
- m. Idaho Code § 48-601, et seq.;
- n. 815 ILCS § 505/1, et seq.;
- o. Burns' Ind. Code Ann. § 24-5-.05-1, et seq.;
- p. Iowa Code § 714.16, et seq.;
- q. Kan. Stat. Ann. § 50-623, et seq.;
- r. KRS § 367.170, et seq.;
- s. La. R.S. § 51:1401, et seq.;
- t. 10 M.R.S. § 1211, et seq.;
- u. Md. Com. Law Code § 13-101, et seq.;
- v. Mass. Gen. L. Ch. 93A § 1, et seq.;
- w. MCLS § 445.901, et seq.;
- x. Minn. Stat. §§ 325D.43, et seq., 325F.67, et seq., and 325F.68, et seq.;
- y. Miss. Code Ann. § 75-24-1, et seq.;
- z. § 407.010 RSMo., et seq.;



1 aa. Mont. Code Ann. § 30-14-101, et seq.;  
2 bb. Neb. Rev. Stat. § 59-1601, et seq.;  
3 cc. Nev. Rev. Stat. Ann. § 598.0903, et seq.;  
4 dd. N.H. Rev. Stat. §385-A:1, et seq.;  
5 ee. N.J. Stat. § 56:8-1, et seq.;  
6 ff. N.M. Stat. Ann. § 57-12-1, et seq.;  
7 gg. N.Y. Gen. Bus. Law §§ 349, et seq. and 350, et seq.;  
8 hh. N.C. Gen. Stat. § 75-1.1, et seq.;  
9 ii. N.D. Cent. Code, §§ 51-12-01, et seq. and 51-15-01, et seq.;  
10 jj. Ohio Rev. Code Ann. § 1345.01, et seq.;  
11 kk. 15 Okl. St. §751, et seq.;  
12 ll. Or. Rev. Stat. § 646.605, et seq.;  
13 mm. 73 Pa. Stat. § 201-1, et seq.;  
14 nn. R.I. Gen. Laws § 6-13.1-1, et seq.;  
15 oo. S.C. Code Ann. § 39-5-10, et seq.;  
16 pp. S.D. Codified Laws § 37-24-1, et seq.;  
17 qq. Tenn. Code § 47-18-101, et seq.;  
18 rr. Tex. Bus. & Com. Code § 17.41, et seq.;  
19 ss. Utah Code Ann. § 13-11-1, et seq.;  
20 tt. 9 Vt. Stat. Ann. § 2451, et seq.;  
21 uu. Va. Code Ann. § 59.1-196, et seq.;  
22 vv. Rev. Code Wash. § 19.86.010, et seq.;  
23 ww. W. Va. Code § 46A-6-101, et seq.;  
24 xx. Wis. Stat. § 100.20, et seq.; and,  
25 yy. Wyo. Stat. § 40-12-101, et seq.

151. As a result of Defendants' violations of the foregoing state consumer protection statutes, Plaintiffs and the class are entitled to compensatory damages, statutory damages, restitution, and/or any other damages allowed by law.

## **PRAYER FOR RELIEF**

Plaintiffs, on behalf of themselves and those similarly situated request that the Court order relief and enter judgment against the Defendants as follows:

1. Approving of the Class, certifying Plaintiffs as representatives of the Class, and designating their counsel as counsel for the Class;
2. Declaring that Defendants committed the violations alleged herein;
3. Granting damages, restitution, or disgorgement to Plaintiffs and the Class;
4. Granting compensatory damages, the amount of which is to be determined at trial;
5. Granting punitive damages;
6. Granting pre- and post-judgment interest;
7. Granting attorneys' fees and costs; and
8. Granting further relief as this Court may deem proper.

1 Dated: July 8, 2015

2  
3 Respectfully submitted,

4 Attorneys for Plaintiffs

5 

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20 (appearance *pro hac vice*)

/s/ Rex Sharp

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**JURY DEMAND**

Plaintiff on behalf of herself and others similarly situated demands a trial by jury for all issues so triable under the law.

Dated: July 8, 2015

Respectfully submitted,

By: /s/ Bryce B. Bell  
Bryce B. Bell  
Attorney for Plaintiff  
(appearance *pro hac vice*)

## ATTESTATION OF SIGNATURES

Pursuant to Civil Local Rule 5-1(i)(3), I, Bryce B. Bell, hereby attest that I have obtained concurrence in the filing of this document from the other signatories to this document.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 8<sup>th</sup> day of July, 2015 in Kansas City, Missouri.

/s/ Bryce B. Bell  
Bryce B. Bell

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/s/ Bryce B. Bell  
Attorney for Plaintiff  
(appearance *pro hac vice*)