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Attorneys for the People	GOVERNMENT CODE § 6103
SUPERIOR COURT OF TH	E STATE OF CALIFORNIA
COUNTY OF SA	AN FRANCISCO
PEOPLE OF THE STATE OF CALIFORNIA,	Case No.
Plaintiff,	COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF
v.	(BUS. & PROF. CODE, §§ 17200 et seq.;
AT&T MOBILITY, LLC; CRICKET	17500 et seq.)
WIRELESS, LLC,	
Defendants.	
COMPLAINT FOR INJUNC	TIVE AND OTHER RELIEF
1. Plaintiff, the PEOPLE OF THE STA	TE OF CALIFORNIA ("Plaintiff" or "the
People"), by and through Rob Bonta, Attorney G	General of the State of California, brings this
action against Defendants, AT&T Mobility, LLC	C, and Cricket Wireless, LLC, ("AT&T" or
"Defendants"), for violating the California Unfai	r Competition Law ("UCL") (Bus. & Prof. Code
§ 17200 et seq.) and the California False Adverti	sing Law ("FAL") (Bus. & Prof. Code § 17500
et seq.), and alleges the following on information	
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#### JURISDICTION AND VENUE

2. Defendants have transacted business within the State of California, including in the County of San Francisco, at all times relevant to this complaint. The violations of law described herein occurred in the County of San Francisco and throughout the State of California.

#### **DEFENDANT**

3. Defendants are AT&T Mobility, LLC, a corporation, and CRICKET WIRELESS, LLC, a corporation and wholly owned subsidiary of AT&T Mobility, LLC, and their respective brands, their subsidiaries, and their successors and assigns.

#### AT&T'S DECEPTIVE ACTS AND PRACTICES

- 4. AT&T and its subsidiary Cricket Wireless are some of the largest providers of wireless cellphone and data service in the United States. The wireless industry is intensely competitive, and major wireless carriers such as AT&T aggressively advertise their wireless offerings in search of customers. This advertising spans a wide variety of media, including television, radio, print, and the internet.
- 5. In an effort to remain competitive, AT&T has misrepresented its wireless offerings in the following ways:
  - Unlimited Data Claims: AT&T has advertised that it offers plans with "unlimited" data, meaning that there is no limit to the wireless data consumers may use when calling, texting, surfing the internet, or engaging in other activities that require data use. "Unlimited" plans, however, may feature caps on consumer data usage. Where a consumer breaches a set threshold of data use, the carrier may throttle the speed at which it provides data service to the consumer, serving as a very real limit on the consumer's data use. For example, a consumer who exceeds their "unlimited" data threshold may experience a decline in data speed that hinders their ability to stream high quality video or quickly navigate the internet during periods where the carrier throttles the consumer's data speeds, even if the consumer may still use other functions that require less data.

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- Switch-and-Save Claims: AT&T has also made switch-and-save claims, promising to pay early-termination fees charged by rival carriers if a consumer switches to AT&T. Taking advantage of switch-and-save claims, however, can be complicated. Consumers may be required to fill out transfer paperwork or to submit documentation from their prior wireless provider to take advantage of the savings, which some consumers fail to do because they do not understand these steps. In other circumstances, the consumer must shoulder the cost of cancellation or termination fees for many weeks until they receive the rebate from their new carrier, or receive credits that they can only apply toward products and services provided by their new carrier.
- Free or Discounted Device Claims: AT&T has run promotions promising a "free" device when a consumer signs up for a certain service. However, in order to receive a "free" device, consumers may be required to pay hidden fees, purchase a qualifying predicate device before they can receive the free device, or stay enrolled in a plan for a predetermined period of time.

### VIOLATIONS OF LAW

#### FIRST CAUSE OF ACTION: CALIFORNIA UNFAIR COMPETITION LAW

- 6. The People reallege and incorporate each and every allegation contained in the preceding paragraphs 1 through 5, inclusive, as though set forth here in full.
- 7. Defendants have engaged in business acts or practices that were unlawful, unfair, deceptive, or misleading, and therefore violated Business and Professions Code section 17200. These acts and practices include material misrepresentations and/or omissions regarding the wireless services provided by AT&T, including but not limited to, statements regarding: unlimited data claims, switch-and-save claims, and free or discounted device claims. These misrepresentations and/or omissions were material and likely to deceive a reasonable AT&T customer or prospective customer.

#### SECOND CAUSE OF ACTION: CALIFORNIA FALSE ADVERTISING LAW

8. The People reallege and incorporate each and every allegation contained in the preceding paragraphs 1 through 7, inclusive, as though set forth here in full.

Attorneys for the People