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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 14 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Orjalva Deputy

8 Counsel To Plaintiffs
James Armstrong, Michael Pourtemour, Vatsana Bilavarn, individually
9 and on behalf of all others similarly situated

D311 Shepard Wiley Jr.
SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

15 JAMES ARMSTRONG, MICHAEL
16 POURTEMOUR, VATSANA BILAVARN,
17 individually, and on behalf of all others similarly
18 situated,

19 Plaintiffs,

21 vs.

22 TIME WARNER CABLE, INC., and DOES 1-10,
23 inclusive,

24 Defendants.

Case No. BC518210

BY FAX

PLAINTIFFS' CLASS ACTION
COMPLAINT FOR:
(1) VIOLATIONS OF SECTION 17200 ET.
SEQ. OF CAL. BUS. & PROF. CODE
(2) UNCONSCIONABILITY PURSUANT
TO CC §§ 1670.5 and 1770 AND
SECTION 17200 ET. SEQ OF CAL.
BUS. & PROF. CODE
(3) BREACH OF CONTRACT
(4) UNJUST ENRICHMENT

JURY TRIAL DEMANDED

CIT/CASE: BC518210
LE/DEF#: RECEIVED:
RECEIPT #: CCH195707055
DATE PAID: 08/14/13 02:52 PM
PAYMENT: \$1,435.00 310
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

1 Plaintiffs James Armstrong, Michael Pourtemour, and Vatsana Bilavarn (Armstrong,
2 Pourtemour, and Bilavarn collectively referred to hereinafter as the "Plaintiffs") individually, and on
3 behalf of a class of similarly situated subscribers of Time Warner Cable, Inc. ("Defendant" or
4 "TWC") and DOES 1 to 10 (collectively, the "Defendants"), file this class action civil complaint
5 (the "Complaint"), demand a trial by jury, and aver as follows:

6 **I.**

7 **NATURE OF THE ACTION**

8 1. This case involves Defendant's failure to provide its cable subscribers, including the
9 named Plaintiffs herein, with CBS, Showtime, Movie Channel, and KCAL broadcast channels, while
10 nonetheless continuing to collect from subscribers, and retain the full monthly service fees for
11 monthly cable subscription.¹ By this action, Plaintiffs and the putative class of subscribers of
12 Defendant's services, seek to recover reimbursement of sums paid to Defendant for subscription
13 services invoiced during the black-out period. Damages continue to accrue as the blackout of these
14 offerings has not been lifted as of August 13, 2013.

15 2. The putative class is comprised of all former and current cable subscribers of TWC in
16 California from August 2, 2013 until the date the CBS/Showtime blackout is lifted.

17 **II.**

18 **JURISDICTION AND VENUE**

19 3. This Court has subject matter of this civil class action pursuant to sections 382 and
20 410.10 of the California Code of Civil Procedure and sections 17203 of the Business & Professions
21 Code.

22 4. This Court has personal jurisdiction over the Defendants because each Defendant has
23 availed itself of the privilege of doing business within the State of California by conducting
24 systematic and continuous business contacts within the State.

25 5. Venue is proper in this judicial district because a substantial part of the events giving rise
26 to the causes of action occurred in this district.

27 _____
28 ^{1/} An unspecified future credit has been promised, but to date, no such credit has been posted to the accounts of
Plaintiffs.

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III.

THE PARTIES

6. Plaintiff James Armstrong is an individual residing in Hermosa Beach, California who is a subscriber of TWC enhanced basic cable services, and Showtime. Upon information and belief, the Movie Channel is also bundled with Armstrong's subscription to Showtime. Plaintiff Armstrong has been a subscriber of TWC since August of 2011. Plaintiff Armstrong also subscribes to TWC's bundled package for internet services.

7. Plaintiff Michael Pourtemour is an individual residing in Hermosa Beach, California who is a subscriber of TWC enhanced basic cable services, and also subscribes to Showtime. Upon information and belief, the Movie Channel is also bundled with Pourtemour's subscription to Showtime. Plaintiff Pourtemour has been a subscriber of TWC since January of 2013. Plaintiff Pourtemour also subscribes to TWC's bundled package for internet services and phone.

8. Plaintiff Vatsana Bilavarn is an individual residing in Van Nuys, California who is a subscriber of TWC enhanced basic cable services. Plaintiff Bilavarn does not subscribe to Showtime, nor the Movie Channel. Plaintiff Bilavarn has been a subscriber of TWC since October of 2012. Plaintiff Bilavarn also subscribes to TWC's bundled package for internet services.

9. Defendant Time Warner Cable is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 60 Columbus Circle, New York, NY. TWC is the second largest operator of cable television systems in the United States, and the largest cable provider for all of Los Angeles and Orange Counties, and parts of Riverside, San Bernardino, and Ventura Counties in the State of California (Southern California) where TWC has millions of subscribers. TWC maintains offices, transacts business, and may be found in this County. The acts alleged in this Complaint giving rise to Plaintiffs' claims occurred in, and were directed in part from, and had effects in this County.

10. Plaintiffs are ignorant of the true names and capacities of the Defendants DOES 1 through 10, inclusive, whether individual, corporate, associate, or otherwise, and therefore have sued them by the foregoing names which are fictitious. Plaintiffs ask that when the true names and capacities of the DOE defendants are discovered, that this Complaint may be amended by inserting

1 their true names and capacities in lieu of said fictitious names, together with apt and proper words to
2 charge them. All references to any named Defendants shall also refer to said Does. When the true
3 names and capacities are ascertained, Plaintiffs will amend this Complaint accordingly. On
4 information and belief, Plaintiff alleges that each of the fictitiously named defendants was
5 responsible in some manner for the acts and omissions alleged herein and are liable to Plaintiff
6 herein.

7 11. Plaintiffs are informed and believe, and thereon allege, that each of the defendants are
8 the agent and/or employee of each and every other defendant, and in doing the things herein alleged,
9 each defendant was acting in the course and scope of said agency and/or employment and that each
10 of the acts of the defendants was ratified and confirmed by each and every other defendant.

11 IV.

12 GENERAL BACKGROUND

13 12. TWC is the primary provider of cable television to consumers in southern California.
14 Although cable television programming can be accessed in certain geographic areas of Southern
15 California through alternate multichannel video programming distributors ("MVPD"), including
16 fiber optics (AT&T U-Verse and Verizon FiOS) and satellite transmission (DIRECTV, Dish) TWC
17 has the largest market share for cable television services in Southern California.

18 13. A subscription to TWC requires installation of cable equipment, which must be returned
19 to a TWC location in the event of cancelation. Plaintiffs Armstrong and Portemour would not have
20 subscribed to TWC if they had known CBS and Showtime were not available as part of the
21 subscription services, or if they had been advised there was a possibility there would be a blackout of
22 this programming. Plaintiff Bilavarn would not have subscribed to TWC if she had been advised
23 that free channels would not be part of the subscription services. Plaintiffs Armstrong and Bilavarn
24 would not have subscribed to TWC for internet services, if cable television services were not offered
25 to their satisfaction. Plaintiff Portemour would not have subscribed to TWC for internet services and
26 telephone services if cable television services were not offered to his satisfaction. Plaintiffs also
27 relied on the common knowledge of typical and essential offerings of MVPD's when they decided to
28 subscribe to TWC. Plaintiffs Armstrong and Pourtemour desired Defendant as their MVPD because

1 Showtime has several critically acclaimed shows. Plaintiffs Armstrong and Portemour also enjoy
2 other programming services of CBS, including but not limited to, National Football League games,
3 television show Big Brother, and the PGA Championship. Plaintiffs Pourtemour and Armstrong,
4 were unable to watch and enjoy the show Dexter® and Ray Donovan during the Blackout.
5 Defendant Armstrong was unable to enjoy the PGA Championship during the Blackout. Every
6 MVPD provides CBS to its customers at the present time, except TWC in Southern California and
7 various markets.

8 14. The promises and inducements contained in advertisements and other statements to
9 the plaintiff class include, but are not limited to the following:

10 a. On or about October of 2012, Defendant induced current and prospective
11 subscription class members through advertisement and marketing materials, to
12 subscribe to TWC, and offered six free months of Showtime in consideration for
13 signing up for TWC basic cable services. Upon information and belief, this
14 advertisement was made through the TWC website, e-mail messages to
15 prospective and current customers, and/or television advertisements. Upon
16 information and belief, TWC was aware of its dispute and/or the potential for a
17 dispute with CBS/Showtime based on amongst other things, the expiration of the
18 contract with CBS/Showtime at the time of these advertisements/offerings. The
19 inducements and promises contained in these marketing materials and
20 advertisements were made to encourage and to invite new subscriptions, to
21 encourage continued subscription by existing customers, and actually had the
22 effect of causing new subscriptions and continued use of TWC services by class
23 members.

24 b. On or about February of 2013, Defendant induced individuals, including class
25 members, to subscribe to TWC, and offered three months of Showtime for
26 existing customers to induce continued subscription. Upon information and
27 belief, the advertisement was previous accessible at
28 www.timewarnercable.com/corporat...showtime. This link now takes a

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subscriber, or potential customer, to an offer for HBO, as an incentive and inducement to subscribe to Defendant's general cable services. The inducements and promises contained in these marketing materials and advertisements were made to encourage and to invite subscriptions, to continue subscriptions of existing customers, and actually had the effect of causing new subscriptions and continued use of TWC services by class members.

c. Plaintiffs Armstrong and Portemour would not have initially subscribed to TWC, and would not have continued under their subscription with TWC for an extended period. had CBS and Showtime been unavailable or had they known CBS and Showt me may be unavailable. Plaintiff Bilavarn would not have initially subscribed to TWC, and would not have continued under subscription for an extended period of time with TWC, if free stations were not available.

15. Prior to the dispute with CBS, Defendant utilized Showtime as a significant incentive to induce Customer subscriptions of general cable services through advertisement and marketing materials. Defendant also utilizes CBS's news content and sports content, including CBS's local affiliate, as a significant inducement to cause general consumers to subscribe to its basic services.

16. No actual notice of the blackout, or impending dispute that might cause a blackout, was received by Plaintiffs so they were in effect, forced to pay for services.

17. On or about August 2, 2013, TWC blacked out its consumers from KCAL, CBS, the Movie Channel, and Show time. Upon information and belief, Defendant and CBS Corporation are presently in a dispute regarding content programming agreements and terms under which the programming will be provided. CBS is the highest rated network on television for the 2012-13 season, taking the top spot in overall viewers, and the 18-49 demographic. *See* Deadline, at <http://www.deadline.com/2013/05/network-tv-final-rankings-2012-2013-season-full-list/> (last visited August 13, 2013). Showtime has the second highest rating for paid channels, only behind HBO.

According to Defendant:

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1 CBS Corporation, the owner of several TV networks and broadcast TV
2 stations, has made outrageous demands for the right to continue
3 delivering their programming to our customers. As a result, several
4 CBS-owned channels have been removed from your lineup, while we
5 continue to negotiate for fair and reasonable terms.

6 Time Warner Cable, Time Warner Cable Conversations, at
7 <http://twccversations.aiprx.com/cbs/?teng=go&geng=s02&aeng=adgs02a&keng=time%20warner%20cable%20%2Bcbs&meng=b&peng=1t1> (last visited August 11, 2013).

8 According to CBS/Showtime:

9 ...the home of Dexter®, Ray Donovan, Homeland and all the other
10 great programming that has made us one of the most acclaimed and
11 popular networks in America—has been dropped by Time Warner
12 Cable. Showtime Networks gave Time Warner Cable the opportunity
13 to keep SHOWTIME on the air—even if an agreement could not be
14 achieved—so viewers would not have to lose the channels they chose
15 and they paid for. Time Warner Cable declined this offer.

16 We take pride in the fact that our networks have never gone dark and
17 that our subscribers have never been deprived of their programming.
18 Time Warner Cable, on the other hand, has taken nearly 50 channels
19 off the air in the last five years in disputes like the one we are having
20 right now.

21 Time Warner Cable's decision to shut SHOWTIME down only serves
22 to hurt the very people they claim they are trying to protect—their own
23 customers.

24 We will continue to work in good faith to work out a mutually
25 agreeable contract with Time Warner Cable. In the meantime, please
26 call 1-888-TW-CABLE or 1-855-222-0102 for Bright House
27 Networks to ask that they restore your service.

28 Official Showtime Website, notices, at
http://www.sho.com/sho/notices/1?source=m_twc_search&utm_source=google&utm_medium=ppc&utm_term=time+warnercable&utm_campaign=twcbrandterms_twcbrandterms (last visited Aug. 11, 2013).

19. Plaintiffs did not actually receive any advanced notice of the blackout. To date, Defendant has not provided any credits to Plaintiffs for subscription services. Upon viewing the Showtime channel, Plaintiff Armstrong viewed the following message:

1 The outrageous demands from CBS, the owner of Showtime and
2 TMC, has forced us to remove it from your lineup while we continue
3 to negotiate for fair and reasonable terms. As a courtesy, we will
4 provide replacement programming from Starz or Encore on a
5 temporary basis, check your guide for channel numbers.... Please visit
6 www.TWCConversations.com/CBS for more information and other
7 ways to watch your favorite shows.

8 *Replacement programming not available in all areas.

9 Showtime Broadcasting Channel message.

10 20. The courtesy replacement programming is not a reasonable substitute for programming
11 blacked out, as it does not include a fungible offering of programs relative to CBS and Showtime.
12 Plaintiff Armstrong subscribes to Starz and Encore prior to receiving the temporary courtesy
13 replacement programming. Plaintiff Armstrong attempted to contact Defendant about the
14 programming blackout. Plaintiff Armstrong called the number provided on the Time Warner Cable
15 website, and received the following recorded message:

16 We have some important information for customers wanting to know
17 about the blackouts of Showtime, the Movie Channel, KCBS, and
18 KCAL. CBS... has demanded an outrageous increase in amount we
19 and our customers pay for their programming requiring us to remove
20 them from your lineup while we continue to negotiate for fair and
21 reasonable terms....

22 21. The blackout continues in effect to this day, and Plaintiffs continue to be damaged in an
23 amount to be proven at trial. Certain politicians have decried the TWC/CBS dispute as "unfair."
24 "California Senators Decry 'Unfair' CBS-Time Warner Dispute, By Brendan Sasso, at
25 [http://thehill.com/blogs/hillicon-valley/technology/316723-california-senators-decry-unfair-cbs-](http://thehill.com/blogs/hillicon-valley/technology/316723-california-senators-decry-unfair-cbs-time-warner-dispute)
26 [time-warner-dispute](http://thehill.com/blogs/hillicon-valley/technology/316723-california-senators-decry-unfair-cbs-time-warner-dispute) (last visited August 12, 2013). On August 12, 2013, eleven days into the
27 dispute with CBS, and with no ability to offer CBS broadcasts and Showtime to customers, whether
28 existing or prospective, Defendant claims to be "America's #1 Provider In Home Entertainment!" on
a Google ad words advertising campaign. See Ex. "B" attached hereto. When the TWC
advertisement is selected by a consumer, Defendant claims that it has "[o]ver 70 popular channels
and a variety of HDTV channels, including free local tv." See Ex. "C" attached hereto. Nowhere in
the face page of the advertisement is the current Showtime/CBS blackout mentioned. In addition,

1 TWC currently does not carry local CBS, despite its representation to consumers that it carries free
2 local TV as of August 12, 2013 (eleven days into the blackout).

3 V.

4 **CLASS ALLEGATIONS**

5 22. **Class Definitions.** Plaintiffs bring this civil class action on behalf of themselves
6 individually, and on behalf of all others similarly situated, as a class action pursuant to section 382
7 of the California Code of Civil Procedure. The two “classes” that Plaintiffs seek to represent are
8 composed of and defined as follows:

9 Class A: “All former and current cable subscribers in California during the time period from
10 August 2, 2013, through the present that were basic cable subscribers of Defendant, but who did not
11 subscribe to Showtime.”

12 Class B: “All former and current cable subscribers in California during the time period from
13 August 2, 2013 through the present that were basic cable subscribers of Defendant, but in addition
14 subscribed to Showtime.” (Class A and B, are collectively referred to hereinafter as the “Classes”).

15 Plaintiffs reserve the right to modify the definition of the Classes (or add one or more
16 subclasses) after further discovery. Specifically excluded from the Classes are Defendants, any
17 entity in which they have a controlling interest, any of their parents, subsidiaries, and/or affiliates of
18 Defendant; any of Defendants officers and directors; and any members of their immediate family.
19 Specifically excluded from the Classes are affected individuals in New York, Wisconsin, or
20 residents of any state outside of California. Additionally excluded, are the attorneys to Plaintiff.

21 This action may be properly brought and maintained as a class action pursuant to section
22 382 of the California Code of Civil Procedure. This class action satisfies the numerosity, typicality,
23 adequacy, predominance, and superiority requirements. Upon application by Plaintiffs’ counsel for
24 certification of the Plaintiffs’ Class, the Court may also be requested to utilize and certify subclasses
25 in the interests of ascertainability, manageability, justice, and/or judicial economy.

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1 23. **Ascertainability.** This action may be properly brought and maintained as a class action
2 because there is a well-defined community of interest in the litigation, and the members of the
3 proposed Class are clearly and easily ascertainable and identifiable. The members of the Class can
4 be readily ascertained from Defendants' subscription and account records. The Class members can
5 be readily located and notified of this class action.

6 24. **Numerosity.** The number of persons within the Plaintiff Class is substantial, believed to
7 amount to several million persons dispersed throughout Southern California. It is, therefore,
8 impractical to join each member of the Class as a named Plaintiff. Utilization of the class action
9 mechanism is the most economically feasible means of determining and adjudicating the merits of
10 this litigation.

11 25. **Typicality.** The claims of Plaintiffs are typical of the claims of the members of the
12 Class, and the Plaintiffs' interests are consistent with and not antagonistic to those of the other Class
13 members Plaintiffs seek to represent.

14 26. **Adequacy.** The Plaintiff class representatives have no interests that are adverse to, or
15 which conflict with, the interests of the absent class members of the Class and are able to fairly and
16 adequately represent and protect the interests of such Classes. Plaintiffs have raised viable statutory
17 claims of the type reasonably expected to be raised by members of the Class, and will vigorously
18 pursue those claims. If necessary, Plaintiffs may seek leave of this Court to amend this Complaint to
19 include additional class representatives to represent the Class or additional claims as may be
20 appropriate.

21 27. **Competency of Class Counsel.** Plaintiffs have retained and are represented by
22 experienced, qualified, and competent counsel who are committed to prosecuting the class action.
23 Counsel has experience in class action litigation, and will assert and protect the rights and interests
24 of Plaintiffs and absent Class Members.

25 28. **Commonality and Predominance.** Common questions of law and fact exist as to all
26 members of the Class that predominate over any questions affecting only individual members of the
27 Class. These common issues can be jointly tried. These common legal and factual liability
28 questions, which do not vary from Class member to Class member, and which may be determined

1 without reference to the individual circumstances of any Class member include, but are not limited
2 to, the following:

3 (a) Whether Defendant's business acts and practices of inducing, through advertisements,
4 marketing materials, statements to the public, and other expressions, new subscriptions to
5 basic cable services, internet, and phone services, and/or inducing continued subscription
6 of existing customers to basic cable services, internet and phone services, by offering and
7 promising, the Showtime channel, and discounts to the Showtime channel, with
8 knowledge TWC may not be able to provide Showtime to class members, or may not be
9 able to provide Showtime channel to customers upon expiration of Defendant's contract
10 with CBS, and then invoicing customer accounts for Showtime, basic cable services,
11 internet services, and phone services, through the blackout period, constitutes a violation
12 of the "unlawful" and/or "unfair" and/or "fraudulent" prongs of Section 17200 et. seq. of
13 the California Business & Professions Code;

14 (b) Whether Defendant's business acts and practices of inducing, through advertisements,
15 marketing materials, statements to the public, and other expressions, new subscriptions to
16 basic cable services, internet, and phone services, and/or inducing continued subscription
17 of existing customers to basic cable services, internet and phone services, by offering and
18 promising, free local stations including KCAL and CBS, with knowledge TWC would
19 foreseeably not be able to provide KCAL and CBS to class members, or would likely not
20 be able to provide KCAL and CBS to customers upon expiration of Defendant's contract
21 with CBS, and then invoicing customer accounts for basic cable services, premium or
22 extra services, internet services, and phone services, through the blackout period,
23 constitutes a violation of the "unlawful" and/or "unfair" and/or "fraudulent" prongs of
24 Section 17200 et. seq. of the California Business & Professions Code;

25 (c) Whether Defendant's business acts and practices of inducing, through advertisements,
26 marketing materials, statements to the public, and other expressions, new subscriptions to
27 basic cable services, internet, and phone services, and/or inducing continued subscription
28 of existing customers to basic cable services, internet and phone services, by offering and

1 promising, free local stations including KCAL and CBS, *during the blackout period*, and
2 then invoicing customer accounts for basic cable services, premium or extra services,
3 internet services, and phone services, through the blackout period, constitutes a violation
4 of the “unlawful” and/or “unfair” and/or “fraudulent” prongs of Section 17200 et. seq. of
5 the California Business & Professions Code;

6 (d) Whether based on the fact CBS is currently the highest rated network on television, a
7 general understanding amongst consumers that all MVPD’s including Defendant, offers
8 CBS, and based on knowledge that Defendant has historically offered CBS, that
9 providing CBS is an essential, customary, and expected part of subscription for cable
10 services, and failure to provide CBS and KCAL, while at the same time invoicing class
11 members for all cable services, internet services, and phone services, constitutes a
12 violation of the “unlawful” and/or “unfair” and/or “fraudulent” prongs of Section 17200
13 et. seq. of the California Business & Professions Code and a breach of the subscription
14 arrangement between Defendant and consumers of Defendant in California;

15 (e) Whether Defendant unjustly and unfairly enriched itself at the expense of its subscribers;

16 (f) The basis on which restitution to all injured members of the class can be computed;

17 (g) Whether the members of the class are entitled to injunctive or other equitable relief.

18 29. **Superpriority.** Class actions serve an important function in the judicial system by
19 providing a vehicle whereby the claims of many individuals can be resolved at the same time. The
20 class action procedure both eliminates the possibility of repetitious litigation and provides claimants
21 who may not have the means to retain counsel but for the mechanism of the class action, with
22 redress. A class action is superior to other available methods for the fair and efficient adjudication
23 of the controversy, since individual litigation of the claims of all Class members is impracticable.
24 Even if every member of the Class could afford to pursue individual litigation, the Court system
25 could not. It would be unduly burdensome to the Courts in which individual litigation of numerous
26 cases would proceed. Individualized litigation would also present the potential for varying,
27 inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties and
28 to the Court system resulting from multiple trials of the same factual issues. By contrast, the

1 maintenance of this action as a class action, with respect to some or all of the issues presented
2 herein, presents few management difficulties, conserves the resources of the parties and of the Court
3 system, and protects the rights of each member of the Class. Plaintiffs anticipate no difficulty in the
4 management of this action as a class action.

5 Additionally, the prosecution of separate actions by individual Class Members may create a
6 risk of multiple adjudications that would, as a practical matter, be dispositive of the interests of the
7 other members of the Class not parties to such adjudications or that would substantially impair or
8 impede the ability of such nonparty Class Members to protect their interests. The prosecution of
9 individual actions by Class members could establish inconsistent results and result in establishing in
10 incompatible standards of conduct for Defendants.

11 VI.

12 **CAUSES OF ACTION**

13 **FIRST CLAIM FOR RELIEF**

14 **Violation Of Cal. Bus. & Prof. Code § 17200 et. seq.**

15 **(Against All Defendants)**

16 30. Plaintiffs reallege and incorporate by reference all allegations in all preceding
17 paragraphs.

18 31. Section 17200 of the Business & Professions Code proscribes “any unlawful, unfair or
19 fraudulent business practice.” This statute is written in the disjunctive and broadly covers the
20 foregoing three varieties of unfair competition. The statute’s purpose is to protect both consumers
21 and competitors in commercial markets for goods and services. California Business and Professions
22 Code §17204 allows an entity injured by such acts or practices to prosecute a civil action for violation of
23 the UCL.

24 32. Each named Plaintiff is a “person” within the meaning of Business & Professions Code
25 Section 17201.

26 33. Defendant’s conduct constitutes an “unfair” and “unlawful” business act or practice. The
27 blackout is not a temporary or isolated act, but is a practice that has been repeated continuously since
28 August 2, 2013, and continues as of this filing of this Complaint. Subscribers are required to pay for

1 promised services, i.e. KCAL, CBS, Showtime, and the Movie Channel, not provided to Plaintiffs,
2 expected by Plaintiffs based on Time Warner's roster of services, and based on the popularity of
3 KCAL, CBS, Showtime and the Movie Channel and an expectation that any such MVPD would
4 include such offerings, and/or induced by Defendant through advertisements. There is no utility to
5 the blackout, nor is their utility to the unlawful and unfair business acts and practices engaged in to
6 effectuate and cause the blackout. Plaintiffs have not received a discount or credit regarding their
7 cable subscription services. Plaintiffs allege that to date, upon information and belief, there is no
8 agreement with CBS/Showtime, and even if there was an agreement in place between Defendant and
9 CBS, such agreement would not cause a change in price of cable subscription services to the class
10 and/or reduce the damage done to Plaintiffs. Defendant's practices have caused cable subscribers in
11 Southern California to part with money they would not have parted with, if given free choice. On
12 the other hand, if subscribers did not pay their bill for cable services to Defendant, their services
13 would be canceled, and Plaintiffs could be sent to collection. Upon information and belief, based on
14 Defendant's dominant or total market power of various geographic locations in Southern California
15 for cable services, the price of cable services is currently set above the market-efficient price for
16 cable services so any favorable agreement between TWC and CBS would not inure to the benefit of
17 consumers. Defendant's conduct is therefore immoral, unethical, unscrupulous, oppressive and
18 substantially injurious to Plaintiffs. There is no practicable way consumers could avoid this injury.
19 Defendant's conduct as it relates to Plaintiffs is also unfair, as this conduct violates the policy and
20 spirit of California consumer law. Plaintiffs were given no notice of the blackout and could not have
21 canceled without being responsible for services in the month of August of 2013. The blackout had
22 the economic effect of changing the terms of the subscription to the disadvantage of Plaintiffs and
23 the class.

24 34. The business practices and acts of Defendant giving rise to the blackout and/or causing
25 the blackout, are also fraudulent, and thus, violative of Section 17200. Defendant has run
26 advertisements and distributed marketing materials that induce members of the public to subscribe to
27 TWC in order to receive local television offerings and Showtime. These advertisements and
28 marketing materials were likely to deceive members of public in general, and in fact deceived

1 Plaintiffs because the bargained for expectation in advertising access to Showtime and local stations,
2 was that Defendant would in fact, have the ability to provide CBS and Showtime to its consumers.
3 In addition to advertising the availability of Showtime, TWC engaged in "fraudulent" practice as
4 contemplated by Section 17200, because it made general statements to the public and to class
5 members that it will have local stations available by subscribing to TWC, and TWC continues to
6 publish advertisements to this effect eleven days into the blackout. All other MVPD's offer CBS.
7 Based upon common knowledge that all MVPD's offer CBS as one of their channels, any reasonable
8 consumer evaluating MVPD options would reasonably presume TWC would include such offerings,
9 and members of Plaintiff Class in fact did believe such channels would be provided. The blackout
10 and unavailability of CBS, KCAL, Showtime and the Movie Channel, thus constitutes a "fraudulent"
11 practice under Section 17200.

12 35. Defendant's conduct results in Defendants making huge profits, much of which is
13 extracted from unwilling consumers who have no opportunity to meaningfully redress the
14 Defendant's conduct on their own. Defendant's inter-contractual disputes with content providers is
15 not something that should be passed on to consumers. The ill-gotten revenues and profits make the
16 TWC practice unlawful and unfair under Section 17200 of the California Business & Professions
17 Code. As a proximate result of Defendant's acts and practices, Plaintiffs have been materially
18 damaged. The gravity of the consequences of Defendant's conduct as described above outweighs any
19 justification, motive or reason therefor.

20 36. As a direct and proximate result of TWC's unlawful and unfair business practices, Plaintiffs
21 have suffered an injury in fact, and have lost money and/or property within the meaning of California
22 Business and Professions Code sections 17203 and 17204, including the cost of subscription services
23 during the blackout, the uncertainty about when the blackout will be lifted, and the lost enjoyment and
24 satisfaction of the offerings class members bargained for.

25 37. Plaintiffs and class members are also entitled to prejudgment interest.

26 38. Plaintiffs' efforts in securing the requested relief will result "in the enforcement of an
27 important right affecting the public interest" for "(a) significant benefit, whether pecuniary or
28 nonpecuniary, has been conferred on ... a large class of persons (b) the necessity and financial

1 burden of private enforcement... are such to make the award appropriate, and (c) such fees should
2 not in the interest of justice be paid out of the recovery, if any.” Cal. Civ. Proc. Code § 1021.5.
3 Accordingly, Plaintiffs request that the Court award attorneys’ fees pursuant to Code of Civil
4 Procedure section 1021.5

5 **SECOND CLAIM FOR RELIEF**

6 **Unconscionability under §§ 1670.5 and 1770**

7 **(All Defendants)**

8 39. Plaintiffs repeat and reallege the prior allegations of this complaint as if fully set forth at
9 length.

10 40. Defendant’s conduct constitutes an unconscionable commercial practice in
11 violation of CC § 1670.5. The work order at issue between Defendant and Plaintiffs, is upon
12 information and belief, used in hundreds of individual transactions by Defendant. The manner in
13 which the work order and subscription is incorporated is unconscionable. The work order provides
14 for consent to an agreement, which is not delivered properly and executed by Plaintiffs. This
15 practice is not fair given the disparity in power between Defendant and Plaintiffs. The attempt to
16 incorporate terms of an agreement not provided to Plaintiffs, except by internet access, constitutes an
17 unconscionable act in violation of CC Section 1770. Prior to installation of cable services, many
18 individuals did not have internet services or were in the process of transitioning to a new residence
19 or apartment and establishing internet service. The installation contractors for TWC, upon
20 completion of installation, are required to move promptly to the next job, offering Plaintiffs and
21 class members an insufficient time and inadequate information to consider the terms from when their
22 internet services are activated, until such time as the installation contractors leave the site. The
23 manner of which the work order incorporates the agreement is also unconscionable because
24 reasonable consumers do not expect substantive agreements to be reached in a work order, when the
25 purpose of a work order, is to facilitate equipment installation.

26 41. The complex language, the small print, size, the format of the “work order” and the
27 incorporation by reference of a substantive agreement, constitutes an unconscionable business
28 practice, and thus, a fraudulent practice under Section 17200.

1 42. As a proximate result of Defendant's conduct, Plaintiff and members of the class
2 were damaged.

3 **THIRD CLAIM FOR RELIEF**

4 **Breach of Contract**

5 **(All Defendants)**

6 43. Plaintiffs repeat and reallege the prior allegations of this complaint as if fully set forth at
7 length.

8 44. On or about October of 2012, Plaintiff Bilavarn executed a work order. A copy of the
9 Bilavarn Work Order, redacted to remove personal information is attached hereto as Ex. "A".

10 Plaintiff Bilavarn did not initial any acknowledgments on the Work Order, including the requested
11 acknowledgment that arbitration would be waived.

12 45. On or about August of 2011, Plaintiff Armstrong executed a work order.

13 46. On or about December of 2012, Plaintiff Pourtemour executed a work order. The
14 work orders executed by Armstrong, Portemour, and Bilavarn are collectively referred to hereinafter
15 as the "Work Orders."

16 47. The Work Orders executed by Bilavarn, Armstrong, and Pourtemour contain
17 reference to a residential services subscriber agreement (the "Subscriber Agreement").

18 48. Bilavarn, Armstrong, and Pourtemour were not contacted by an authorized agent,
19 managing agent, officer, or person of authority for TWC to execute the Work Orders. The Work
20 Orders were presented to the Plaintiff representatives by independent contractor who install
21 equipment on behalf of TWC. Upon information and belief, these independent contractors do not
22 have authority to negotiate terms of any Work Orders or Subscriber Agreements, to discuss terms of
23 the work order or the Subscriber Agreement referenced in the Work Order. The installation
24 consultants did not make representative Plaintiffs aware of the Subscriber Agreement by reference.

25 49. Bilavarn, Armstrong, and Pourtemour have performed (or were excused from
26 performing) their obligations for the subscription services they impliedly agreed to pay by obtaining
27 TWC's services, principally by paying their monthly subscription fees.

28

1 50. During the period August 2, 2013 to current, the plaintiff class as subscribers,
2 incurred an obligation and conferred a benefit upon Defendant in connection with Plaintiffs' implied
3 responsibility for paying a subscription fee for cable services, and internet services, and in the case
4 of Plaintiff Portemour, phone services. Such benefit, in the form of monthly fees and charges,
5 including sums allocable to CBS and Showtime was received and/or will be received, and continue
6 to be retained by Defendant. This benefit continues to accrue to Defendant.

7 51. Retention of that benefit without reimbursement by Defendant to all class members
8 would be unjust and inequitable.

9 52. Retention of that benefit by Defendant at the expense of all class members would be
10 unjust and inequitable.

11 53. Defendant, by not providing CBS and Showtime programming during the relevant
12 period, became indebted to class members for the sums paid by class members to Defendant and/or
13 those amounts in liability they are accruing, allocable to CBS and Showtime programming.
14 Retention of said sums, without reimbursement, would result in the unlawful, unjust and inequitable
15 enrichment of Defendant beyond its lawful rights in connection with the implied contractual
16 arrangement between the parties.

17 54. All monies paid by class members to Defendant allocable to the CBS and Showtime
18 programming, including all interest earned by Defendant on such monies while in wrongful
19 possession thereof, should be disgorged by Defendant and reimbursed to class members under
20 principles of unjust enrichment.

21 55. As a proximate result of Defendant's breaches, Plaintiffs have suffered, and will continue to
22 suffer, general and special damages in an amount to be proven at trial. Plaintiffs seek compensation for
23 all damages and losses proximately caused by these breaches.

24 //

25 //

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27 //

28 //

1 **FOURTH CLAIM FOR RELIEF**

2 **Unjust Enrichment**

3 **(All Defendants)**

4 56. Plaintiffs repeat and reallege the prior allegations of this complaint as if fully set forth at
5 length.

6 57. Defendant was obliged to provide to its subscribers, for a monthly fee, promised cable
7 television programming.

8 58. A component of the monthly fees and charges paid by subscribers to Defendant was
9 allocable to the valuable Showtime, KCAL, and CBS programming provided by Defendant.

10 59. The Plaintiffs performed all obligations on their part, in that they have paid for
11 Defendant's services.

12 60. During the period August 2, 2013 to current, and continuing through the cessation of the
13 blackout, Defendant breached its obligations to the class members at bar by failing to provide
14 promised CBS, KCAL and Showtime programming.

15 61. During the period August 2, 2013 to August 11, 2013 and through the blackout,
16 Defendant, in breach of its obligations to its subscribers, provided a diminished level and diminished
17 scope of services.

18 62. Although promising some future unspecified credit, Defendant failed and refused to
19 adjust its monthly fees and charges so as to compensate its subscribers for a diminished level and
20 scope of services.

21 63. As a proximate result of the foregoing, the class members were damaged.

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1 PRAYER FOR RELIEF

2 WHEREFORE, Plaintiffs on behalf of themselves and all other members of the Class, pray
3 that this Court adjudge and decree as follows:

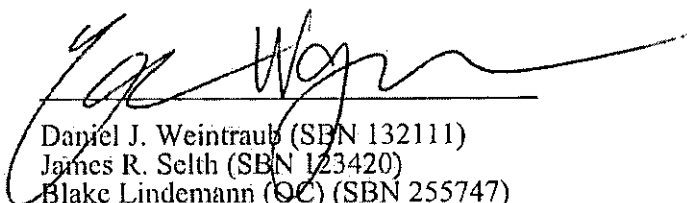
4 1. That this is a proper class action maintainable pursuant to the applicable provisions of
5 section 382 of the California Code of Civil Procedure and that the named plaintiffs are appropriate to
6 be appointed as representatives of the Class;

7 2. That it be adjudged and decreed, as alleged in the first cause of action, that
8 Defendants have engaged in unlawful and or unfair business acts or practices in violation of section
9 17200 et seq. of the California Business & Professions Code, and that the Court award restitution,
10 prejudgment interest to Plaintiff and class members pursuant to section 17203;

11 3. That the Court award reasonable attorneys' fees to Plaintiffs pursuant to Cal. Civ.
12 Proc. Code section 1021.5; and

13 4. That the Court award Plaintiffs and the members of the class such other and further
14 relief as is just and proper.

15
16
17 Dated: August 14, 2013


Daniel J. Weintraub (SBN 132111)
James R. Selth (SBN 123420)
Blake Lindenmann (OC) (SBN 255747)
Elaine Nguyen (SBN 256432)
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170

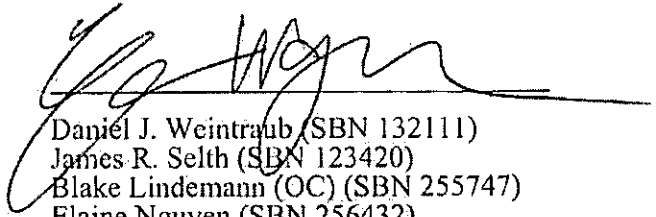
Counsel To Plaintiffs
*James Armstrong, Michael Pourtemour, Vatsana
Bilavarn, individually and on behalf of all others
similarly situated*

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DEMAND FOR JURY TRIAL

Plaintiffs hereby request a jury trial on all issues so triable.

Dated: August 14, 2013



Daniel J. Weintraub (SBN 132111)
James R. Selth (SBN 123420)
Blake Lindemann (OC) (SBN 255747)
Elaine Nguyen (SBN 256432)
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170

Counsel To Plaintiffs
*James Armstrong, Michael Pourtemour, Vatsana
Bilavarn, individually and on behalf of all others
similarly situated*



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EXHIBIT "A"



DATE 10/27/04

www.TimeWarnerCable.com
1-888-TW-CABLE

Customer Account Number [REDACTED]

NAME Leahy, Dana

ADDRESS [REDACTED]

CITY [REDACTED]

Tech# 1465 Job# 6117 214

MY SIGNATURE ON THIS WORK ORDER AND CONSENT TO SUBSCRIBER AGREEMENT INDICATES THAT I HAVE RECEIVED AND AGREED TO BE BOUND BY TIME WARNER CABLE'S RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT PROVIDED TO ME BY TIME WARNER CABLE AT THE TIME OF INSTALLATION AND OTHERWISE AVAILABLE EITHER (i) THROUGH TIME WARNER CABLE'S WEBSITE (HTTP://HELPTWCABLE.COM/HTML/POLICESHTML) OR (ii) UPON REQUEST FROM MY LOCAL TIME WARNER CABLE OFFICE. THE TERMS OF THE TIME WARNER CABLE RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT ARE INCORPORATED BY REFERENCE INTO THIS WORK ORDER AND CONSENT TO SUBSCRIBER AGREEMENT AS IF SET OUT IN FULL HEREIN. I UNDERSTAND AND ACKNOWLEDGE THAT I MAY CANCEL MY SERVICE AND OBTAIN A REFUND OF PREPAID CHARGES AT ANY TIME WITHIN THIRTY (30) DAYS OF THE DATE OF THIS WORK ORDER AND CONSENT TO SUBSCRIBER AGREEMENT. WHEN YOU PROVIDE A CHECK FOR PAYMENT, YOU AUTHORIZE TIME WARNER CABLE TO USE INFORMATION FROM YOUR CHECK TO PROCESS A ONE-TIME ELECTRONIC FUNDS TRANSFER OR PROCESS THE PAYMENT AS A CHECK TRANSACTION.

INITIALS: MY INITIALS TO THE LEFT INDICATE THAT I HAVE AFFIRMATIVELY ORDERED THE SERVICES AND EQUIPMENT LISTED ABOVE.
THE PARTIES AGREE TO RESOLVE CERTAIN DISPUTES RELATING TO THAT AGREEMENT THROUGH ARBITRATION. I ACKNOWLEDGE THAT I HAVE THE RIGHT TO OPT OUT OF THESE ARBITRATION PROVISIONS FOR 30 DAYS FROM THE DATE THEY FIRST APPLIED TO ME AND THAT, IF I DO NOT DO SO, I AM GIVING UP VARIOUS RIGHTS INCLUDING THE RIGHT TO A TRIAL BY JURY.
SIGNATURE OF SUBSCRIBER/SUBSCRIBER'S REP. [Signature] DATE 10/27/04
SIGNATURE OF TIME WARNER CABLE REP. _____ DATE _____

Payment Receipt 4-585201

\$ 57.75 Amount

Payment Type MD Credit Card Check Other

Notes: _____

C.C. Authorization # _____

Equipment: Issue Return

Transaction # _____ Serial # _____

Item #1 _____

Item #2 _____

Item #3 _____

Item #4 _____

Item #5 _____

Item #6 _____

EX A



EXHIBIT "B"



EXHIBIT "C"

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Order Online below or Call 1-855-427-0191
 Business Customers Click Or Call 877-386-4414

Time Warner Cable Plans and Packages: Los Angeles

For Billing, Customer Support, and Tech Support, Please Click Here >

Packages	Internet	TV	Phone
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<h1>\$89.99</h1> <p>per month for 2 months</p>			
+			
Switch and get a \$50 Visa® Reward Card†			
Order Now >			

Internet starting at only \$19.99 a month! See Offers >

Basic TV & Turbo Internet	Extreme Internet + TV	Standard Internet
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ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Elaine V. Nguyen - Bar #256432 WEINTRAUB & SELTH, APC 11766 Wilshire Blvd., Suite 1170 Los Angeles, CA 90025 TELEPHONE NO.: (310) 207-1494 FAX NO.: (310) 442-0660 ATTORNEY FOR (Name): Plaintiffs		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES AUG 14 2013 John A. Clarke, Executive Officer/Clerk BY <u>Cristina Orjales</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District - Stanley Mosk Courthouse		
CASE NAME: James Armstrong et. al v. Time Warner Cable Inc. and Does 1-10		CASE NUMBER: BC518210 JUDGE: DEPT:
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)

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)	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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input checked="" 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)
Other PIPD/WD (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 PIPD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PIPD/WD (Other) Tort <input 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-PIPD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	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)	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 checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input checked="" 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): Four; Section 17200 et. Seq. of Cal. Bus. & Prof. Code.

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: August 14, 2013
 Elaine V. Nguyen
 (TYPE OR PRINT NAME)

[Signature] BY FAX
 (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

ORIGINAL

SHORT TITLE: James Armstrong et. al v. Time Warner Cable Inc. and Does 1-10	CASE NUMBER BC518210
--	------------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort
Other Personal Injury/Property Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

James Armstrong et. al v. Time Warner Cable Inc. and Does 1-10

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No:	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

James Armstrong et. al v. Time Warner Cable Inc. and Does 1-10

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input checked="" type="checkbox"/> A6003 Antitrust/Trade Regulation	①, 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition		2., 3., 4., 8. 2., 9.	

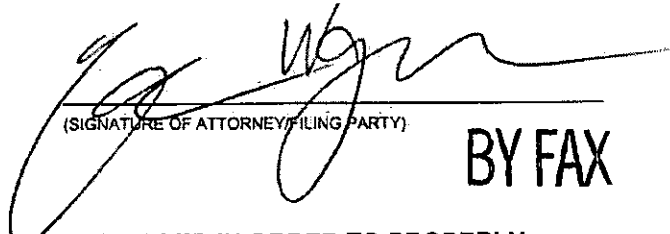
SHORT TITLE: James Armstrong et. al v. Time Warner Cable Inc. and Does 1-10	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: Pacific Coast Highway, Apt. 5
CITY: Hermosa Beach	STATE: CA	ZIP CODE: 90254	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: August 14, 2013


 (SIGNATURE OF ATTORNEY/FILING PARTY)

BY FAX

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.