

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)	
FEBRUARY 2019	000814
E-Filing Number: 1902021252	

PLAINTIFF'S NAME COMMONWEALTH OF PENNSYLVANIA, ATTORNEY GENERAL JOSH SHAPIRO	DEFENDANT'S NAME VERIZON COMMUNICATIONS INC.
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PLAINTIFF'S ADDRESS 1600 ARCH STREET THIRD FLOOR PHILADELPHIA PA 19103	DEFENDANT'S ADDRESS 1095 AVENUE OF THE AMERICAS NEW YORK NY 10036
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PLAINTIFF'S NAME	DEFENDANT'S NAME
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PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
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PLAINTIFF'S NAME	DEFENDANT'S NAME
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PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
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TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
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AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____
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CASE TYPE AND CODE E1 - EQUITY - NO REAL ESTATE
--

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	<p style="text-align: center;">FILED PRO PROTHY FEB 11 2019 A. SILIGRINI</p>	IS CASE SUBJECT TO COORDINATION ORDER? YES NO
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TO THE PROTHONOTARY:
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: COMMONWEALTH OF PENNSYLVANIA, ATTORNEY GENERAL JOSH SHAPIRO
Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY THOMAS J. BLESSINGTON	ADDRESS PA OFFICE OF ATTORNEY GENERAL BUREAU OF CONSUMER PROTECTION 1600 ARCH ST 3RD FLOOR PHILADELPHIA PA 19103
PHONE NUMBER (215) 560-2414	FAX NUMBER (215) 560-2494

SUPREME COURT IDENTIFICATION NO. 36674	E-MAIL ADDRESS tblessington@attorneygeneral.gov
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SIGNATURE OF FILING ATTORNEY OR PARTY THOMAS BLESSINGTON	DATE SUBMITTED Monday, February 11, 2019, 12:07 pm
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Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Philadelphia

County

For Prothonotary Use Only:

Docket No:

Filed and Attested by the
Office of Judicial Records
11 FEB 2019 12:07 pm
A. SILLIGRINI

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name:
Commonwealth of PA - Office of Attorney General

Lead Defendant's Name:
Verizon Communications Inc.

Are money damages requested? Yes No

Dollar Amount Requested: (check one)
 within arbitration limits
 outside arbitration limits

Is this a Class Action Suit? Yes No

Is this an MDJ Appeal? Yes No

Name of Plaintiff/Appellant's Attorney: Sarah A.E. Frasch; John M. Abel; Thomas J. Blessington

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

 Employment Dispute: Discrimination
 Employment Dispute: Other

 Other: _____

CIVIL APPEALS

- Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

 Zoning Board
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: _____

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations Restraining Order
 Quo Warranto
 Replevin
 Other: Equity - Consumer Protection Action.

PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

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Attorney I.D. #47313
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THOMAS J. BLESSINGTON
Senior Deputy Attorney General
Attorney I.D. #36674
tblessington@attorneygeneral.gov

Office of Attorney General
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA	:	
BY Attorney General JOSH SHAPIRO	:	
Plaintiff	:	Term _____
	:	
v.	:	Case No. _____
	:	
VERIZON COMMUNICATIONS INC.	:	
1095 Avenue of the Americas	:	
New York, New York 10036	:	
	:	
Defendant	:	
	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and notice are served, by entering an appearance personally or by attorney and filing in writing with the

court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Philadelphia Bar Association
Lawyer Referral and Information Service
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
Telephone: (215) 238-6333**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede

decider a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

**Asociacion De Licenciados De Filadelfia
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
Telephone: (215) 238-6333**

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1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
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Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA
BY Attorney General JOSH SHAPIRO
Plaintiff

v.

VERIZON COMMUNICATIONS INC.
1095 Avenue of the Americas
New York, New York 10036

Defendant

:
:
: **Term** _____
:
: **Case No.** _____
:
:
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COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, through the Bureau of Consumer Protection ("Commonwealth" or "Plaintiff"), and brings this action pursuant to the Pennsylvania *Unfair Trade Practices and*

Consumer Protection Law, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law") to restrain, by temporary or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. 73 P.S. §§ 201-4, 201-3. In support of this action, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code. 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(b) and 2179(a)(2).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, through the Bureau of Consumer Protection, which has offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania, 19103.

4. Defendant, Verizon Communications Inc. ("Defendant Verizon," "Verizon" or "Defendant") is a Delaware for profit company with a principal place of business located at 1095 Avenue of the Americas, New York, New York 10036. Verizon regularly conducts business in Philadelphia, Pennsylvania.

FACTS

5. Verizon engages in trade or commerce in the Commonwealth of Pennsylvania by, among other things, advertising, marketing, offering and selling telecommunication services, without limitation, cable and internet services to Pennsylvania residents.

6. On or around the beginning of November, 2018, Verizon began offering an Echo (and in some cases Amazon Prime) “on us”¹. A true and correct copy of one of the offers from Verizon’s website (www.verizon.com) is attached hereto and incorporated herein as Exhibit A.

7. Consumers signed up for one of the offers.

8. According to the terms of the offers, the consumers had to enroll in a 2-year contract with Verizon, where an early termination fee would apply if the contract was terminated prior to expiration of the 2-year term and after Verizon’s 30 day “Worry-Free Guarantee”.² A true and correct copy of the terms is attached hereto and incorporated herein as Exhibit B.

9. According to the terms of the offer, the consumers were to receive an email with instructions on claiming the Echo after the account with Verizon had been active for 31 days and in good standing. *See* Exhibit B.

10. Verizon represented to consumers that they only have 60 days to redeem their free Echo and Amazon Prime membership, where applicable. *See* Exhibit B.

11. In those cases where Amazon Prime was included, the consumers are required to enroll with Amazon Prime before claiming their free Echo.

12. The only way to claim the free Echo and/or Amazon Prime was through a hyperlink contained in that email, which re-directed to the consumers to log into their Verizon accounts.

13. After logging in, the consumers were instructed to click on the button to redeem the offer, taking the consumers to Amazon.com, a third party’s website.

14. Verizon sent the email to the consumers with the referenced hyperlink to log into their Verizon accounts to claim the free Echo; however, in certain instances, once logged into the

¹ New customers were offered the Echo plus Amazon Prime and renewing customers were offered the Echo only.

² The “Worry-Free Guarantee” allows the purchaser up to 30 days to cancel without early termination fees.

Verizon account, there was no hyperlink to re-direct the consumers to Amazon.com and redeem the items.

15. In such instances, the consumers were unable to claim the free Echo, or the free Amazon Prime Membership where applicable.

16. In certain instances, consumers contacted Verizon to inquire about the missing redemption hyperlink.

17. After long hold times on the phone and being transferred to multiple agents of Verizon, the consumers were told that Verizon was aware of the issue, and that the hyperlink issues would be addressed. However, the hyperlink issues remained unresolved for more than a month after Verizon was put on notice of the problem.

18. In some instances, the hyperlink issues were not corrected for more than a month after the consumers received the email with instructions to redeem the free items. Those consumers were put in the position that they had not received their free Echo or Amazon Prime Membership as promised by Verizon, yet they were enrolled in and were paying for Verizon's services, while the clock was ticking closer to the expiration of the redemption period.

19. The consumers were locked in with Verizon for the remainder of the 2 year contract at that point, beyond the 30 day "Worry-Free Guarantee," and in order to cancel, the consumers would have had to pay Verizon an early termination fee. The consumers who cancel beyond the 30 day "Worry-Free Guarantee" must pay Verizon an early termination fee, which in some cases could be as high as \$350.00.

20. Even though Verizon was aware of the issue with the hyperlink, and was aware that certain consumers had no ability to claim their free Echo and/or Amazon Prime Membership, Verizon continued to offer this enticement.

21. The Commonwealth believes the public interest is served by seeking before this Honorable Court an injunction to restrain the operations, methods, acts, and practices of Verizon as hereinafter set forth, as well as seeking restitution for consumers, civil penalties and other equitable relief for violations of the law.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

VERIZON FAILED TO PROVIDE CERTAIN CONSUMERS WITH THEIR FREE ECHO AND/OR AMAZON PRIME MEMBERSHIP AS PROMISED AND CREATED AN UNREASONABLY BURDENSOME PROCESS TO CLAIM THE FREE ECHO AND/OR AMAZON PRIME MEMBERSHIP

22. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

23. With the intent to entice consumers to commit to a 2-year contract, Verizon offered consumers a free Echo and Amazon Prime membership, where applicable.

24. After consumers accepted Verizon's offer, Verizon sent emails to the consumers with instructions to claim their free Echo and/or Amazon Prime Membership.

25. The consumers could only claim their items by logging into their Verizon accounts and clicking on a button with a hyperlink to Amazon.com.

26. Consumers were not able to claim their free Echo or Amazon Prime Membership once logged into their Verizon accounts, as the button to redeem the items was not present.

27. Given Verizon's responses to consumers who did not receive what was promised, Verizon was and is aware of the issue with the redemption of the items.

28. Verizon did not timely correct the issue.

29. Certain consumers were not able to claim the promised free Echo or Amazon Prime Membership through the procedures represented to them by Verizon.

30. Upon information and belief, Verizon did not provide certain consumers with the free Echo or Amazon Prime Membership as promised in the offer.

31. For those consumers who had difficulty in redeeming their Echo and/or Amazon Prime Membership, not only did the 60 day window continue to run, but also those consumers who called Verizon to inquire about their inability to claim their items were placed on hold, were transferred to multiple Verizon representatives, were told someone from Verizon would call back, did not receive a call back, and were forced to call Verizon again and go through the same cycle, in order to receive the items that Verizon promised in its offer. Additionally, these consumers were and are locked in to a 2-year contract with the requirement to pay an early termination fee to cancel prior to the expiration of the term without the safeguard of Verizon's 30 day "Worry-Free Guarantee".

32. Consumers were enticed into entering into a 2-year contract by Verizon and relied on the promises and representations of Verizon in entering into a contract for 2 years. Upon information and belief, consumers would have not committed to a 2-year contract, if they knew they would have to go through this experience in order to receive the free items promised by Verizon.

33. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, benefits, uses or quantities that they do not

have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have; and

(b) Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(v) and (xxi).

34. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by Verizon.

35. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

36. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the Defendant's conduct as described in the Complaint to be in violation of the Consumer Protection Law;
- B. Directing the Defendant to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

- C. Permanently enjoining the Defendant, and its officers, agents, employees and all other persons acting on its behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- D. Directing the Defendant to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Directing the Defendant to disgorge and forfeit all monies it has received as a result of its unfair and deceptive acts and practices as set forth in this Complaint;
- F. Requiring the Defendant to pay the Commonwealth's investigative and litigation costs in this matter; and
- G. Granting such further relief as this Court may deem appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

VERIZON WAS AWARE OF THE REDEMPTION ISSUES OF ITS OFFER FOR MORE THAN A MONTH BEFORE THE END OF THE PROMOTION, YET IT CONTINUED TO OFFER THE FREE ECHO AND/OR AMAZON PRIME MEMBERSHIP ON ITS WEBSITE

37. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

38. Consumers contacted representatives at Verizon to inquire about the hyperlink and the free Echo.

39. Consumers were put on hold, transferred to multiple representatives and were told that Verizon is aware of the problem and is working on it.

40. As of January 30, 2019, Verizon was still offering the free Echo and Amazon Prime Membership. *See* Exhibit A.

41. Even though Verizon was aware of the issue with the hyperlink, and was aware that certain consumers had no ability to claim their free Echo and/or Amazon Prime Membership, Verizon continued to offer this enticement.

42. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, benefits, uses or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have; and
- (b) Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(v) and (xxi).

43. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by Verizon.

44. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

45. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the Defendant's conduct as described in the Complaint to be in violation of the Consumer Protection Law;
- B. Directing the Defendant to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Permanently enjoining the Defendant, and its officers, agents, employees and all other persons acting on its behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- D. Directing the Defendant to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Directing the Defendant to disgorge and forfeit all monies it has received as a result of its unfair and deceptive acts and practices as set forth in this Complaint;
- F. Requiring the Defendant to pay the Commonwealth's investigative and litigation costs in this matter; and

G. Granting such further relief as this Court may deem appropriate.

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL


JOSH SHAPIRO
ATTORNEY GENERAL

SARAH A. E. FRASCH
Chief Deputy Attorney General
Attorney I.D. Number 203529
sfrasch@attorneygeneral.gov

JOHN M. ABEL
Senior Deputy Attorney General
Attorney I.D. #47313
jabel@attorneygeneral.gov

Date: 2-11-2019

By:

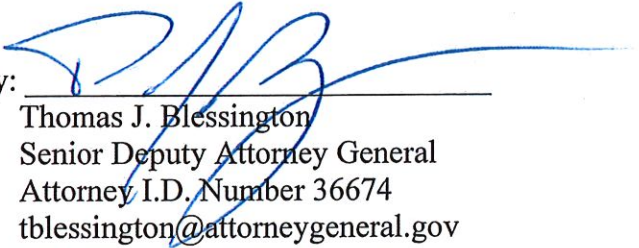

Thomas J. Blessington
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tblessington@attorneygeneral.gov

Pennsylvania Office of Attorney General
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: (215) 560- 2494
Attorneys for Plaintiff

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 2-11-2019

By: 
Thomas J. Blessington
Senior Deputy Attorney General
Attorney I.D. Number 36674
tblessington@attorneygeneral.gov

Pennsylvania Office of Attorney General
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: (215) 560- 2494
Attorneys for Plaintiff

VERIFICATION

I, Zachery Everidge, hereby state, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Commonwealth in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, or information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

DATE: 2/06/2019

By: Zachery Everidge
Zachery Everidge
Consumer Protection Agent

Filed and Attested by the
Office of Judicial Records
11 FEB 2019 12:07 pm
A. SILIGRINI



EXHIBIT "A"

Verizon Shop My Verizon Support Watch Fios I am looking for

Last Chance Get a \$50 Amazon.com Gift Card or Amazon Prime and an Echo (2nd Gen) on us when you order a qualifying Fios plan. Offer ends in: **2 10 19 45** DAYS HOURS MINS SECS

The best internet meets the best things to do on the internet.

Sign up for Fios Triple Play with a 2-year agreement and get 1 year of Amazon Prime and an Amazon Echo (2nd Gen) on us. Already have Prime? We'll cover another year.

Watch video >



2-Year Price Guarantee
 Fios Gigabit Connection
 with Custom TV & Phone
\$79.99/mo

W/ Auto Pay & 2-yr agmt. Taxes, equip. charges & other fees. Up to \$499.99. Offer details.

+1 Year Amazon Prime & Amazon Echo (2nd Gen) on us



Last chance. Offer ends January 30th.

Check availability

Enjoy all the benefits that Amazon Prime offers.

- Stream** With Prime Video, you'll have access to thousands of movies and TV shows. [Include Amazon on and](#)
- Game** Get free games and in-game loot for some of the most popular games with Twitch Drops.
- Shop** Finish all your holiday shopping on Amazon with access to fast, free [shipping on all orders](#).

Filed and Attested by the
Office of Judicial Records
11 FEB 2019 12:07 pm
A. SILIGRINI



EXHIBIT "B"

Wireless Residential Business

Contact Us Enter Your Location Español Sign In/Register

verizon Shop My Verizon Support Watch Fios

I am looking for

 Existing user?
Sign in to manage & troubleshoot your services.

Sign In

Support Billing & Account Amazon Redemption FAQs

Amazon Prime + Echo 2nd Generation on us Promotion (11.1.18 to 1.31.19)

If your recent Fios purchase included an Amazon Echo (2nd Gen) and/or a year of Amazon Prime on us, here's what you need to know:

- To qualify, your services must be active for 31 days.
- On Day 31 after your service is installed, you'll receive an email from Verizon when it's time to redeem your Prime membership or Amazon Echo (2nd Gen) offer directing you to sign into your [My Verizon](#) account or the My Fios app. Once signed in, you will see Redeem Amazon Prime or Redeem Amazon Echo (2nd Gen) tiles for both your Prime Membership as well as your Amazon Echo (2nd Gen).
- **Important:** You need to redeem your 1 Year Prime Membership first, and then redeem your Amazon Echo (2nd Gen). Once you click the simple on-screen instructions, you will be guided through the entire redemption process. (If you do not have an Amazon account already and you try to redeem the Amazon Echo (2nd Gen) first, you may not be qualified for some of the benefits that come with your Prime Membership).
- It is important to note that you need to access this website from your [My Verizon](#) account or the [My Fios App](#). This will ensure you always visit the right website to redeem your Prime + Amazon Echo (2nd Gen) offer.
- Please be sure to redeem your Prime + Amazon Echo (2nd Gen) offer within 60 days from the eligibility date to avoid expiration.

Haven't created a My Verizon Account yet?

[Register](#) with your telephone number, account number or order number.

Redeeming your promotion

- Verizon created a unique online experience just for you to redeem your Prime + Amazon Echo (2nd Gen) offer. You must click Redeem Now in your [My Verizon](#) account on your computer or tablet, or access the [My Fios App](#) on your smartphone to redeem you offer.
- When you're redeeming your 1 year Prime membership, or selecting your Amazon Echo (2nd Gen), the Promotion Code section of your Amazon Shopping Cart will automatically apply the code to your purchase so you will not be billed for the redemption.
- Your Prime + Amazon Echo (2nd Gen) offer is a single use code and is valid for a one-time redemption only.
- Once you have redeemed your Prime + Amazon Echo (2nd Gen) offers, visit [Amazon Prime Central](#) for more information.

Invalid Promotional Code / Code does not work

There are a few things to check first:

- **Did you access the offer through your [My Verizon](#) Account or the [My Fios App](#)?** We will automatically apply your Prime or Amazon Echo (2nd Gen) benefits, but you may need to authenticate (sign-in) your Verizon account as the first step.
- **Don't see your Prime + Amazon Echo (2nd Gen) offer information when you access My Verizon or the My Fios App?** This is one of the most common scenarios. Ensure you are accessing your newest account from your most recent Fios order. Some customers have 2 accounts with Verizon and some customers may have a previous account that has been disconnected and re-established with Verizon. All of your promotions are tied to your Verizon ID, and you can only access your rewards by logging into the proper account.
- **Where do I go for help? We made this one easy!**
 - For assistance redeeming your reward or questions regarding the Prime + Amazon Echo (2nd Gen) offer, Verizon is your one-stop shop. Your quickest route for information is to use the chat function on this page where our agents are ready to assist. Once you have redeemed your offer, or if you have specific questions regarding your Amazon account, please visit [Amazon Help](#)

If you have not yet placed an order for Fios services and are interested in taking advantage of this great promotion, visit verizon.com and complete your order today.

Black Friday weekend BONUS Offer (11.23.18 to 11.26.18)

Customers who ordered with the Amazon Prime and Amazon Echo (2nd Gen) promotion during the date range of 11.22.18 to 11.26.18 may also have chosen a Black Friday Weekend bonus reward of either a \$100 Amazon.com gift card, 1 year membership in XBOX Game Pass, or a Ring Video Doorbell 2. Unlike the above promotions, you are able to redeem these bonus rewards within 24 hours of your order installation. Please see instructions below for claiming your reward:

Redeeming your promotion:

Amazon.com gift card

- Sign into your [My Verizon](#) account or [My Fios App](#) account, select the Amazon.com gift card image
- Click the Redeem Now link on the next page
- Verify your email address, and that's it. Your gift card will arrive in your email box within 24-48 hours.

Year Membership Xbox Game Pass

- Sign into your [My Verizon](#) account and select the Xbox Game Pass image
- On the next screen, you will be directed to sign into an existing Microsoft account, OR create a new one
- Follow the onscreen directions for each, and copy/paste your redemption code when prompted.

Ring Video Doorbell 2

- Sign into your [My Verizon](#) account or [My Fios App](#) account and select the Ring Video Doorbell 2 image
- On the next screen, choose your free Ring Video Doorbell 2.0 from the Verizon Accessories store
- The first one is free, but you can add up to 3 additional Ring Video Doorbell 2 items (regular charges apply for additional items)
- Complete the checkout process, you will be advised of shipping dates.

Need more support?

Verizon forums	Order status	Repair status	Contact Us	
Shop	My Verizon	Support	Watch Fios	Tools
Fios Internet	Pay Bill	TV	Watch TV Shows	Remote Assistance
Fios TV	Add or Change Plan	Internet	Watch Movies	Report a Security Vulnerability
Build My Bundle	Apps	Phone	Check TV Listings	Announcements
Accessories		Account Billing	Program My DVR	Accessibility
Moving		Order Status	Rent or Buy Movies	Consumer Education
Fios Availability		Repair Status	View Pay Per View	Speed Test
Special Deals		Community Forums		
High Speed Internet (DSL)		Contact Us		
Discount Programs		Troubleshooter		

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