

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Larry Bettini and Nancy Bettini, on behalf of)
 themselves and all others similarly situated,)
)
 Plaintiffs,)
)
 v.)
)
 Windstream of South Carolina, LLC and)
 DirecTV,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 ELEVENTH JUDICIAL CIRCUIT
 CASE NO.: 2016-CP-

CLASS ACTION COMPLAINT
(Jury Trial Requested)

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 COURT OF COMMON PLEAS
 ELEVENTH JUDICIAL CIRCUIT
 RICHLAND COUNTY, SOUTH CAROLINA

Plaintiffs Larry Bettini and Nancy Bettini, on behalf of themselves and all others similarly situated, complaining of Defendant Windstream of South Carolina, LLC and DirecTV, allege the following:

PARTIES

1. Plaintiffs Larry Bettini and Nancy Bettini are citizens and residents of Lexington County, South Carolina.
2. Defendant Windstream of South Carolina, LLC is a limited liability corporation organized and existing under the laws of State of South Carolina and transacts business in Richland County, South Carolina.
3. Defendant DirecTV is a corporation organized and existing under the laws of State of Delaware and transacts business in South Carolina.

JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in that the most substantial part of Defendants' acts and/or omissions giving rise to the cause of action occurred in Richland County.

PLAINTIFF CLASS

5. Plaintiffs bring this action on behalf of themselves and, pursuant to Rule 23 of the South Carolina Rules of Civil Procedure, as representative of a class defined as follows:

All South Carolina customers of Defendants who are subscribers in the "Price for Life" service plan for any of the services offered by Defendants.

6. The members of the Plaintiff Class are so numerous as to make joinder of all members impractical. The Plaintiffs are informed and believes that class membership will number in the hundreds.

7. There are questions of law and fact that are common to Plaintiffs and to all members of the Class; and these questions predominate over questions, if any, that may affect only individual Plaintiffs or individual members of the Plaintiff Class inasmuch as the unlawful, activity alleged herein is of a character that is generally applicable to the Plaintiffs and Plaintiff Class members. Among the questions of law and fact common to Plaintiffs and the Class they represent are:

- A. Whether Defendant breached its agreement by not honoring the "Price for Life" charged for service;
- B. The amount of damages to which Plaintiff and the Class members are entitled to as a result of the improper conduct of Defendant.

8. Plaintiffs' claims are typical of the claims of the members of the Plaintiff Class that he represents since Plaintiffs and members of the Plaintiff Class have lost clearly ascertainable amounts of money by paying for internet service in excess of the "Price for

- Life” amount to which the parties had agreed.
9. Plaintiffs will fairly and adequately protect the interests of the Plaintiff Class that they represent. The interests of the Plaintiffs are coincident with, and not antagonistic to, those of the Plaintiff Class. Plaintiffs are represented by counsel who are experienced and competent in the prosecution of complex class action litigation.
 10. Class action treatment of the matters in issue in this controversy is superior to the alternatives, if any, for the fair and efficient adjudication of such issues, because such treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that numerous individual actions would entail. Class action treatment in this case will have the added virtue of permitting the adjudication of relatively small claims by certain members of the Plaintiff Class, for whom it otherwise would not be financially feasible to litigate their claims as individual actions against the Defendant.
 11. As to each Class member, the amount in controversy exceeds one hundred dollars.
 12. Plaintiffs are aware of no difficulty in the management of this action that would preclude it from being maintained as a Class action.

GENERAL ALLEGATIONS

13. In November 2015, Plaintiffs Larry and Nancy Bettini had begun having interruptions of service with their internet provider. Plaintiffs decided to change providers for their internet service. Plaintiff Nancy Bettini (“Mrs. Bettini”) contacted DirecTV on November 8, 2015 at 3:39 p.m. Mrs. Bettini spoke for over 30 minutes with a DirecTV

representative named Odell.

14. Odell explained that DirecTV contracted with Windstream to provide internet service and that Mrs. Bettini could receive high-speed internet services for \$39.99, including all taxes and fees (which was \$20.00 off the normal price for such service), for life. The only additional cost would be the initial installation and activation, and the cost of the modem for \$6.99 per month. This service was actually called "Price for Life" and would also provide the Bettinis with \$10 off of their DirecTV bill. Odell explained that this package for internet and tv services would never be increased - it was, as the name states, the "Price for Life."
15. On November 18, 2015 Windstream installed the necessary equipment for the Plaintiffs' internet service.
16. Plaintiffs received from Windstream a bill dated November 24, 2015 for \$150.85 (Exhibit 1) for the activation fee, the installation, and the first days of service. The first bill shows that the Plaintiffs' have the "Price for Life Solo Internet" with the total amount for the service at \$39.99 per month (49.99 for internet + \$10 for high speed - \$20 credit given under the plan).
17. Plaintiffs' second bill (Exhibit 2), dated December 23, 2015, was for \$63.40 and had a notation under the "Price for Life Solo Internet" billing that stated the "promotion expires 11/17/16." Instead of the "Price for Life" agreed to, the \$39.99 per month rate was only for twelve months.
18. Mrs. Bettini contacted Windstream and spoke with a representative named Chanel on December 29, 2015. Chanel informed Mrs. Bettini that the "Price for Life" was a

promotion that would expire in November 2017, and that the internet service price would increase by \$20 at that time.

19. Mrs. Bettini also contacted DirecTV and was told that, despite the name of the service and the representations of Defendants, DirecTV would not honor the \$39.99 per month price that was offered by Defendants and accepted by the Plaintiffs.
20. Defendants never indicated that the "Price for Life" internet services were only a promotion for one year. The fact that Defendants use the name "Price for Life" for their internet services, when in fact Defendants have no intent to honor a price for life, is intentionally misleading.

FIRST CAUSE OF ACTION
(Breach of Contract)

21. Plaintiff realleges and incorporates all preceding allegations as if set forth herein verbatim.
22. Defendants entered an agreement with Plaintiff and the Plaintiff Class in which Defendants agreed to provide internet services for a set "Price for Life".
23. Defendants refuse to honor that agreement and have asserted that the "Price for Life" is not a guarantee, but only a promotional price for one year. After that year, the price of internet service increases by at least \$20 per month.
24. Defendants' actions constitute a breach of contract.
25. As a result of the breach by Defendant, Plaintiff and the Class members have suffered damages in an amount to be proven more specifically at trial.

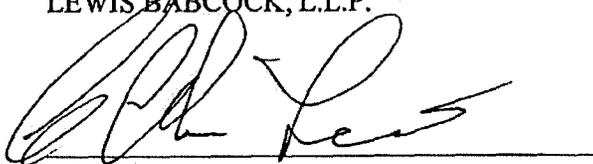
SECOND CAUSE OF ACTION
(Breach of Contract accompanied by a Fraudulent Act)

26. Plaintiffs repeat and reallege each and every previous paragraph of the Complaint as though fully set forth here at length.
27. Defendants entered an contractual agreement with Plaintiff and the Plaintiff Class in which Defendants agreed to provide internet services for a set "Price for Life".
28. Defendants have breached that contract by refusing to honor the "Price for Life." Defendants have asserted that the "Price for Life" is not a guarantee, but only a promotional price for one year. After that year, the price of internet service increases by at least \$20 per month.
29. Defendants' breach is accompanied by a pattern of dishonesty and unfair dealing through the use of an intentionally misleading name -- "Price for Life"-- while Defendants knew that they would not honor any set price for life.
30. There was no way for Plaintiffs to discern that the "Price for Life" plan was actually limited to twelve months.
31. As a result of the Defendants' actions, Plaintiff and the Class members have suffered damages in an amount to be proven more specifically at trial. Furthermore, Defendants' actions entitle Plaintiffs and the Class to punitive damages.

WHEREFORE, Plaintiffs pray that this Court enter judgment certifying the class as described herein; finding for Plaintiffs on all causes of action; awarding Plaintiffs and the Class compensatory and punitive damages; awarding attorney's fees and costs of this action if

permitted by law; and awarding all other relief which this court deems just and proper.

LEWIS BABCOCK, L.L.P.

A handwritten signature in black ink, appearing to read 'A. Camden Lewis', written over a horizontal line.

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Columbia, South Carolina
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