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 9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 11 **COUNTY OF RIVERSIDE**  
 12

13  
 14 ROCHELLE SAENZ, on behalf of herself  
 and all others similarly situated and in her  
 15 representative capacity pursuant to  
*California Business and Professions Code*  
 16 section 17204,

17 Plaintiff,

18 vs.  
 19

20 VERIZON CALIFORNIA INC., a  
 California corporation; AT&T CORP., a  
 21 New York corporation; and DOES 1 through  
 22 20, inclusive,

23 Defendants.  
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) Case No.

) **CLASS ACTION**

) **COMPLAINT FOR:**

- ) **(1) VIOLATIONS OF THE UNFAIR**  
 ) **BUSINESS PRACTICES ACT;**  
 ) **(2) BREACH OF CONTRACT;**  
 ) **(3) UNJUST ENRICHMENT; and**  
 ) **(4) DECLARATORY RELIEF**

) **DEMAND FOR JURY TRIAL**

1 All allegations made in this Complaint are based upon information and belief except those  
2 allegations which pertain to Plaintiff, which are based on personal knowledge. Plaintiff's  
3 information and belief are based upon, *inter alia*, Plaintiff's own investigation and the investigation  
4 conducted by Plaintiff's attorneys. Each allegation in this Complaint either has evidentiary support  
5 or is likely to have evidentiary support after a reasonable opportunity for further investigation or  
6 discovery.

### 7 NATURE OF THE ACTION

8 1. This is a consumer class action and representative action for, *inter alia*, violations of  
9 common law and California state law arising out of defendants' unfair, deceptive and misleading  
10 business practice of billing consumers, who contracted with AT&T for the provision of long distance  
11 telephone service at specified rates ("AT&T contract rates"), at rates in excess of the AT&T contract  
12 rates for long distance telephone calls that were initiated by the use of an AT&T calling card.  
13 Plaintiff brings this action in her own right, on behalf of the class defined herein of other consumers  
14 similarly situated, and in her representative capacity pursuant to *California Business and Professions*  
15 *Code* section 17204.

### 16 JURISDICTION AND VENUE

17 2. This Court has jurisdiction over this action pursuant to *California Code of Civil*  
18 *Procedure* section 410.10.

19 3. Venue is proper in this Court pursuant to *California Code of Civil Procedure* sections  
20 395 and 395.5 because one or more of the defendants is registered to do business in the State of  
21 California and doing business within the County of Riverside, because the Plaintiff resides within  
22 the County of Riverside, and because many of the acts giving rise to this litigation took place within  
23 the County of Riverside.

24 4. There are no federal claims alleged in this action, and relief is not sought under any  
25 federal law. The individual amount in controversy as to Plaintiff and each class member is not  
26 greater than \$75,000.00, including interest and a pro rata share of any award of attorneys' fees and  
27 costs, restitution or exemplary damages.

1 **PARTIES**

2 5. Plaintiff Rochelle Saenz ("Plaintiff"), formerly known as Rochelle Nicholas, is a  
3 resident of Riverside County, California.

4 6. Defendant Verizon California Inc. ("Verizon") is, and at times relevant hereto was,  
5 a California corporation with its principal place of business located in Ventura County, California.  
6 During times relevant to the claims alleged herein, Verizon provided local telephone service for  
7 customers located within portions of the states of California, Arizona and Nevada. In addition,  
8 Verizon acted as the billing agent for long distance telephone service providers such as AT&T, MCI  
9 and Sprint and, as such, billed to and collected from its customers charges for long distance  
10 telephone calls carried by these entities.

11 7. Defendant AT&T Corp. ("AT&T") is, and at times relevant hereto was, a New York  
12 corporation with its principal place of business located in Bedminster, New Jersey. During times  
13 relevant to the claims alleged herein, AT&T provided long distance telephone service to customers  
14 located throughout the United States.

15 8. The true names and capacities, whether individual, corporate, associate or otherwise,  
16 of the defendants sued herein under *California Code of Civil Procedure* section 474 as Does 1  
17 through 20, inclusive, are unknown to Plaintiff, who therefore sues said defendants by such fictitious  
18 names. Plaintiff will amend this complaint to insert the true names and capacities of said defendants  
19 when the same have been ascertained. Each of the defendants designated herein as a "Doe" is legally  
20 responsible in some manner for the wrongdoing alleged herein.

21 9. As used herein, the term "Defendants" shall mean and refer to Verizon, AT&T and  
22 Does 1 through 20, inclusive, collectively.

23 10. Whenever, in this Complaint, reference is made to any act, deed or conduct of  
24 Defendants, the allegation means that Defendants engaged in the act, deed or conduct by or through  
25 one or more of their officers, directors, agents, employees or representatives who was actively  
26 engaged in the management, direction, control or transaction of the ordinary business and affairs of  
27 Defendants.

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1           16. For the first month of her service through AT&T, Plaintiff was billed as represented  
2 by AT&T. That is, Plaintiff was not charged for her long distance telephone calls during the month  
3 of May of 2000 and the first half of the month of June of 2000. However, beginning with her  
4 telephone bill dated September 4, 2000, Plaintiff was charged for long distance telephone calls made  
5 during the second half of the month of June – one of the two months in which she was supposed to  
6 receive free long distance telephone service. Moreover, beginning with calls made on June 19, 2000  
7 and continuing for each long distance call thereafter which was initiated with the use of her AT&T  
8 calling card, Plaintiff was charged exorbitant per-minute rates which were far in excess of the rates  
9 for which Plaintiff had contracted under her AT&T plan.

10           17. By way of example, for one minute calls that were initiated with her calling card,  
11 Plaintiff was charged on her September 4, 2000 bill from Verizon: \$1.88 per call for various one  
12 minute calls to Palm Springs; \$1.94 per call for various one minute calls to Los Gatos; and \$2.14 per  
13 call for various one minute calls to New Haven, Connecticut. Due to the exorbitant rates which she  
14 was charged, Plaintiff's September 4, 2000 bill from Verizon totaled \$637.47 – just for calls initiated  
15 with her AT&T calling card.

16           18. The exorbitant overcharges continued on Plaintiff's next monthly bill from Verizon.  
17 On her October 4, 2000 bill from Verizon, for one minute calls that were initiated with her calling  
18 card, Plaintiff was charged: \$1.58 per call for various one minute calls to Palm Springs; and \$2.14  
19 per call for various one minute calls to several different locations in Connecticut. Plaintiff's October  
20 4, 2000 bill from Verizon totaled \$1051.40 – just for calls initiated with her AT&T calling card.

21           19. In addition, on both her September 4, 2000 and her October 4, 2000 bills from  
22 Verizon, Plaintiff was charged excessive rates for long distance telephone calls carried by AT&T  
23 which were initiated at her home. Due to the excessive rates which she was charged for long  
24 distance telephone calls initiated from her home, Plaintiff's September 4, 2000 bill from Verizon for  
25 such calls totaled \$189.71. Plaintiff's October 4, 2000 bill from Verizon for long distance telephone  
26 calls initiated from her home totaled \$172.91.

27           20. In an effort to correct the errors on her two bills, Plaintiff first contacted Verizon –  
28 the company which had billed her and to which she was expected to make payment. However,

1 Plaintiff was informed by the Verizon customer service representative with whom she spoke that  
2 Plaintiff should call AT&T if she wished to dispute the charges on her bills.

3 21. Plaintiff then contacted AT&T. The AT&T customer service representative with  
4 whom Plaintiff spoke claimed that Plaintiff was not even a customer of AT&T and that, accordingly,  
5 Plaintiff was being charged by AT&T at its "non-subscriber" rates. AT&T refused to refund the  
6 overcharges or make any other accommodation to satisfy Plaintiff.

7 22. Since it was apparent to Plaintiff that neither Verizon nor AT&T was going to remedy  
8 the overcharges on her bills, Plaintiff cancelled her long distance telephone service with AT&T.

9 23. Plaintiff refused to pay for the overcharges that had been billed to her by Defendants  
10 on her September 4, 2000 and October 4, 2000 bills. As a result, Defendants assessed Plaintiff with  
11 penalties and interest for her non-payment of the overcharges and have maintained that Plaintiff  
12 owes approximately \$2700 to them. Defendants also reported Plaintiff's non-payment of the  
13 overcharges to various credit reporting agencies and/or collection bureaus. Although Plaintiff has  
14 continuously disputed the bills in an effort to clear her credit, the non-payment of the overcharges  
15 on these two bills continues to appear on her credit reports and has caused problems for Plaintiff any  
16 time a third party runs a credit check on her.

17 24. Plaintiff is informed and believes that the overcharges for long distance telephone  
18 calls initiated from her home (as opposed to those initiated with the use of her AT&T calling card)  
19 were the subject of a separate class action lawsuit (*Roark, et al. v. Verizon California, et al.*, Santa  
20 Barbara Superior Court Case No. 01035862) which Verizon settled by agreeing to refund  
21 overcharges to its customers. Prior to opting out of that class action in order to pursue relief for all  
22 of her overcharges in this action, Plaintiff was a member of the class in the *Roark* action.

### 23 CLASS ACTION ALLEGATIONS

24 25. Plaintiff brings this action, on behalf of herself and all others similarly situated, as  
25 a class action pursuant to *California Code of Civil Procedure* section 382. The class which Plaintiff  
26 seeks to represent is defined as follows: all persons residing in any area code serviced by Verizon  
27 who, at any time within the four-year period of time predating the filing of this action: (a) contracted  
28 with AT&T for the provision of long distance telephone service at specified rates ("AT&T contract

1 rates”); (b) were billed by Verizon for long distance telephone calls carried by AT&T; and (3) as to  
2 long distance telephone calls that were initiated by the use of an AT&T calling card, were billed by  
3 Verizon at rates in excess of the AT&T contract rates.

4 26. While the exact number of members of the Class is unknown to Plaintiff at this time  
5 and can only be determined by further discovery, membership in the Class is ascertainable based  
6 upon the records maintained by Defendants. Plaintiff believes that the Class likely includes at least  
7 many hundreds, if not many thousands, of members. Therefore, the Class is sufficiently numerous  
8 that joinder of all members of the Class in a single action is impracticable and the resolution of the  
9 claims alleged through the procedure of a class action will be of benefit to the parties and the Court.

10 27. Plaintiff will fairly and adequately represent and protect the interests of the members  
11 of the Class. Plaintiff is an adequate representative of the Class, as she has no interests which are  
12 adverse to the interests of the members of the Class. Plaintiff is committed to the vigorous  
13 prosecution of this action and, to that end, Plaintiff has retained counsel who are competent and  
14 experienced in handling class action litigation on behalf of consumers.

15 28. Plaintiff’s claims are typical of the claims of the other members of the Class because  
16 Plaintiff and each member of the Class have been subjected to the same improper billing practices  
17 and have been damaged in the same manner thereby.

18 29. Common questions of law and fact exist as to all members of the Class and  
19 predominate over the questions, if any, which affect only individual members of the Class.

20 30. The common questions of fact shared by each of the members of the Class include,  
21 but are not limited to, the following:

22 a. Whether the members of the Class contracted with AT&T for the provision of long  
23 distance telephone service at specified rates (“AT&T contract rates”);

24 b. Whether the members of the Class were billed by Verizon for long distance  
25 telephone calls carried by AT&T;

26 c. Whether, as to long distance telephone calls that were initiated by the use of an  
27 AT&T calling card, the members of the Class were billed by Verizon at rates in excess of the AT&T  
28 contract rates;

1 d. Whether the overcharges incurred by the members of the Class resulted from errors  
2 in Defendants' billing system(s); and

3 e. Whether the members of the Class have been damaged as a result of errors in  
4 Defendants' billing system(s) and, if so, the proper measure of such damages.

5 31. The common questions of law shared by each of the members of the Class include,  
6 but are not limited to, the following:

7 a. Whether the actions and conduct of AT&T and/or Does 1 through 5 constituted  
8 a breach of their contracts with the members of the Class;

9 b. Whether Verizon and/or Does 6 through 10 were unjustly enriched at the expense  
10 of the members of the Class; and

11 c. Whether declaratory relief is necessary and appropriate under the circumstances  
12 presented.

13 32. Plaintiff is aware of no difficulty which will be encountered in the management of  
14 this litigation which should preclude its maintenance as a class action.

15 33. The names and addresses of the members of the Class are available from Defendants'  
16 records. Notice can be provided to the members of the Class via first class mail or otherwise using  
17 techniques and a form of notice similar to those customarily used in consumer class actions arising  
18 under California law. Specifically, notice can be provided to the members of the Class by including  
19 a notice in the monthly telephone bills sent to Defendants' customers, with the minimal cost of such  
20 notice to be borne by Defendants.

### 21 REPRESENTATIVE ACTION ALLEGATIONS

22 34. In addition to asserting class action claims in this action, Plaintiff asserts claims in  
23 her representative capacity pursuant to *California Business and Professions Code* section 17204 in  
24 order to enjoin Defendants from engaging in the unfair business practices alleged in this Complaint  
25 and to require Defendants to disgorge and restore to the affected residents of the State of California  
26 all monies wrongfully obtained by Defendants through their unfair and unlawful business practices.  
27 A representative action is necessary and appropriate because Defendants have engaged in, and  
28 continue to engage in, the wrongful acts described herein as a general business practice.

1 **FIRST CAUSE OF ACTION**

2 (Against Defendants For Violations Of The Unfair Business Practices Act -  
3 *California Business & Professions Code § 17200, et seq.*)

4 35. Plaintiff repeats and incorporates herein by reference each and every allegation in  
5 paragraphs 1 through 24 and 34, inclusive, as though fully set forth herein.

6 36. Plaintiff brings this cause of action in her representative capacity on behalf the  
7 residents of the State of California effected by Defendants' wrongdoing.

8 37. Defendants' acts, as alleged herein, violated and continue to violate *California*  
9 *Business and Professions Code* section 17200, which prohibits unlawful, unfair or fraudulent  
10 business practices, in that:

11 a. Defendants are billing consumers, who contracted with AT&T for the  
12 provision of long distance telephone service at specified rates ("AT&T contract rates"), at rates in  
13 excess of the AT&T contract rates for long distance telephone calls that were initiated by the use of  
14 an AT&T calling card;

15 b. When and if a customer contests the overcharges, Defendants refuse to remedy  
16 the overcharges and, instead, assert and maintain the right to collect the overcharges; and

17 c. When and if a customer refuses to pay the overcharges, Defendants assess  
18 penalties and interest for the non-payment of the overcharges and report the nonpayment of the  
19 overcharges to one or more credit reporting agencies and/or collection bureaus.

20 38. Defendants' practices have deceived and are likely to deceive members of the public.

21 39. Unless Defendants are enjoined from continuing to engage in these unfair, unlawful  
22 and deceptive business practices, Plaintiff and other residents of the State of California will continue  
23 to be injured by the wrongful actions and conduct of Defendants.

24 40. So as not to be unjustly enriched by their own wrongful actions and conduct,  
25 Defendants should be required to disgorge and restore to Plaintiff and all other affected residents of  
26 the State of California all monies wrongfully obtained and retained by Defendants as a result of their  
27 unfair, unlawful and deceptive business practices, together with interest thereon.

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1 c. when and if a customer refuses to pay the overcharges, assessing penalties and  
2 interest for the non-payment of the overcharges and reporting the nonpayment of the overcharges to  
3 one or more credit reporting agencies and/or collection bureaus.

4 56. Defendants contend that their actions and conduct are lawful and proper.

5 57. A judicial declaration is necessary and appropriate at this time, under the  
6 circumstances presented, in order that Plaintiff and the other members of the Class may ascertain  
7 their rights and duties with respect to the actions and conduct of Defendants as described herein.

8 **FIFTH CAUSE OF ACTION**

9 (Against AT&T And Does 1 Through 5 For Breach Of Contract)

10 58. Plaintiff repeats and incorporates herein by reference each and every allegation in  
11 paragraphs 1 through 24, inclusive, as though fully set forth herein.

12 59. Plaintiff brings this cause of action solely on behalf of herself.

13 60. In or about May or June of 2000, Plaintiff entered into the Rate Contract. The  
14 substantive terms of the Rate Contract provided, *inter alia*, that Plaintiff would be charged seven  
15 cents per minute for each in-state long distance telephone call made from her home and ten cents per  
16 minute for each out-of-state long distance telephone call made from her home.

17 61. Plaintiff has performed all conditions, covenants and promises required of Plaintiff  
18 under the Rate Contract in accordance with the terms and conditions of the Rate Contract, except  
19 to the extent that such performance was excused, released or waived by the actions, conduct or  
20 agreement of AT&T and/or Does 1 through 5.

21 62. AT&T and Does 1 through 5 breached the Rate Contract by charging Plaintiff for  
22 long distance telephone calls made from her home at rates in excess of those specified under the Rate  
23 Contract.

24 63. As a direct and proximate result of the breach of the Rate Contract by AT&T and  
25 Does 1 through 5, Plaintiff has been damaged in an amount according to proof at trial.

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1 maintaining the right to collect the overcharges; and (3) when and if a customer refuses to pay the  
2 overcharges, assessing the customer with penalties and interest for the non-payment of the  
3 overcharges and reporting the nonpayment of the overcharges to one or more credit reporting  
4 agencies and/or collection bureaus;

5 For disgorgement and restitution to Plaintiff and each effected resident of the State of  
6 California of all monies wrongfully obtained and retained by Defendants;

7 For prejudgment interest on the monies wrongfully retained from the date of nonpayment of  
8 the monies through the date of entry of judgment in this action; and

9 For the reasonable attorneys' fees and expenses incurred by Plaintiff in connection with the  
10 commencement and prosecution of this action pursuant to *California Code of Civil Procedure*  
11 §1021.5.

12 **On The Second Cause Of Action**

13 For compensatory damages in an amount according to proof at trial; and

14 For prejudgment interest commencing on the date of nonpayment of the amounts due.

15 **On The Third Cause Of Action**

16 For disgorgement and restitution to Plaintiff and the other members of the Class of all monies  
17 wrongfully obtained and retained by Verizon and Does 6 through 10; and

18 For prejudgment interest on the monies wrongfully retained from the date of nonpayment of  
19 the monies through the date of entry of judgment in this action.

20 **On The Fourth Cause Of Action**

21 For a judicial declaration that Defendants' actions and conduct, as alleged therein, are unfair,  
22 unlawful and improper as a matter of law.

23 **On The Fifth Cause Of Action**

24 For compensatory damages in an amount according to proof at trial; and

25 For prejudgment interest commencing on the date of nonpayment of the amounts due.

26 **On The Sixth Cause Of Action**

27 For a judicial declaration that Defendants' actions and conduct, as alleged therein, are unfair,  
28 unlawful and improper as a matter of law.

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**On All Causes Of Action**

For all attorneys' fees, expenses and recoverable costs of suit reasonably incurred in connection with the commencement and prosecution of this action; and

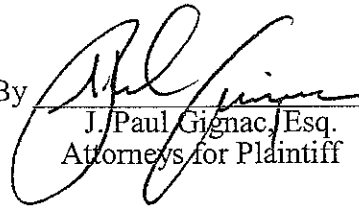
For such other and further relief as the Court deems just and proper.

Dated: October ~~31~~<sup>31<sup>st</sup></sup>, 2003

**FOLEY & BEZEK, LLP**

**ARIAS, OZZELLO & GIGNAC, LLP**

By



J. Paul Gignac, Esq.  
Attorneys for Plaintiff

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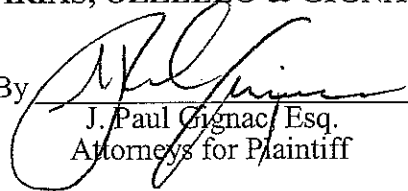
**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all issues so triable in this action.

Dated: October 3<sup>rd</sup>, 2003

**FOLEY & BEZEK, LLP**

**ARIAS, OZZELLO & GIGNAC, LLP**

By   
\_\_\_\_\_  
J. Paul Gignac Esq.  
Attorneys for Plaintiff

# SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

## NOTICE TO DEFENDANT: (Aviso a Acusado)

VERIZON CALIFORNIA INC., a California corporation;  
AT&T CORP., a New York corporation; and DOES 1  
through 20, inclusive,

## YOU ARE BEING SUED BY PLAINTIFF: (A Ud. le está demandando)

ROCHELLE SAENZ, on behalf of herself and all others  
similarly situated and in her representative  
capacity pursuant to California Business and  
Professions Code section 17204,

You have **30 CALENDAR DAYS** after this  
summons is served on you to file a typewritten  
response at this court.

A letter or phone call will not protect you; your  
typewritten response must be in proper legal form  
if you want the court to hear your case.

If you do not file your response on time, you may  
lose the case, and your wages, money and  
property may be taken without further warning  
from the court.

There are other legal requirements. You may want  
to call an attorney right away. If you do not know  
an attorney, you may call an attorney referral  
service or a legal aid office (listed in the phone  
book).

Después de que le entreguen esta citación judicial usted  
tiene un plazo de **30 DIAS CALENDARIOS** para presentar  
una respuesta escrita a máquina en esta corte.

Una carta o una llamada telefónica no le ofrecerá  
protección; su respuesta escrita a máquina tiene que  
cumplir con las formalidades legales apropiadas si usted  
quiere que la corte escuche su caso.

Si usted no presenta su respuesta a tiempo, puede perder  
el caso, y le pueden quitar su salario, su dinero y otras  
cosas de su propiedad sin aviso adicional por parte de la  
corte.

Existen otros requisitos legales. Puede que usted quiera  
llamar a un abogado inmediatamente. Si no conoce a un  
abogado, puede llamar a un servicio de referencia de  
abogados o a una oficina de ayuda legal (vea el directorio  
telefónico).

The name and address of the court is: (El nombre y dirección de la corte es)  
Riverside County Superior Court, Indio Branch  
46-200 Oasis Street  
Indio, California 92201

CASE NUMBER (Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)  
J. Paul Gignac, CSB #125676 Telephone: (805) 892-5500 Fax: (805) 564-8885  
ARIAS, OZZELLO & GIGNAC, LLP  
1231 State Street, Suite 206  
Santa Barbara, California 93101

DATE:  
(Fecha)

Clerk, by \_\_\_\_\_, Deputy  
(Actuario) (Delegado)

[SEAL]

### NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (individual)  
 other:

- by personal delivery on (date):

**PROOF OF SERVICE - SUMMONS**  
(Use separate proof of service for each person served)

1. I served the
- a.  summons  complaint  amended summons  amended complaint  
 completed and blank Case Questionnaires  Other (specify):
- b. on defendant (name):
- c. by serving  defendant  other (name and title or relationship to person served):
- d.  by delivery  at home  at business  
(1) date:  
(2) time:  
(3) address:
- e.  by mailing  
(1) date:  
(2) place:
2. Manner of service (check proper box):
- a.  **Personal service.** By personally delivering copies. (CCP 415.10)
- b.  **Substituted service on corporation, unincorporated association (including partnership), or public entity.** By leaving, during usual office hours copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a))
- c.  **Substituted service on natural person, minor, conservatee, or candidate.** By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b)) **(Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)**
- d.  **Mail and acknowledgment service.** By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP 415.30) **(Attach completed acknowledgment of receipt.)**
- e.  **Certified or registered mail service.** By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP 415.40) **(Attach signed return receipt or other evidence of actual delivery to the person served.)**
- f.  Other (specify code section):  
 additional page is attached.
3. The "Notice to the Person Served" (on the summons) was completed as follows (CCP 412.30, 415.10, and 474):
- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (specify):
- c.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  other:  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (individual)
- d.  by personal delivery on (date):
4. At the time of service I was at least 18 years of age and not a party to this action.
5. Fee for service: \$
6. Person serving:
- a.  California sheriff, marshal, or constable.
- b.  Registered California process server.
- c.  Employee or independent contractor of a registered California process server.
- d.  Not a registered California process server.
- e.  Exempt from registration under Bus. & Prof. Code 22350(b).
- f. Name, address and telephone number and, if applicable, country of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

**(For California sheriff, marshal, or constable use only)**  
I certify that the foregoing is true and correct.

Date:

(SIGNATURE)

(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): J. Paul Gignac, CSB #125676 ARIAS, OZZELLO & GIGNAC, LLP 1231 State Street, Suite 206 Santa Barbara, California 93101 TELEPHONE NO.: 805-892-5500 FAX NO.: 805-564-8885	FOR COURT USE ONLY
ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 46-200 Oasis Street MAILING ADDRESS: 46-200 Oasis Street CITY AND ZIP CODE: Indio, California 92201 BRANCH NAME: Indio Branch	
CASE NAME: SAENZ, et al. v. VERIZON CALIFORNIA INC., et al.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)
	CASE NUMBER:  JUDGE: DEPT.:

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <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-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</b> <input 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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 1800 of the California Rules of Court. If 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 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 checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input checked="" type="checkbox"/> Substantial post-judgment judicial supervision

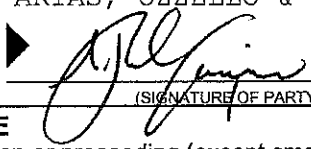
3. Type of remedies sought (check all that apply):  
 a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive

4. Number of causes of action (specify): six (6)

5. This case  is  is not a class action suit.

Date: October 31, 2003

ARIAS, OZZELLO & GIGNAC, LLP

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

J. Paul Gignac, CSB #125676  
(TYPE OR PRINT NAME)

**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, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) 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 1800 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 complex case, this cover sheet shall be used for statistical purposes only.

**SUPERIOR COURT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

- BANNING** 155 E. Hays, Banning, CA 92220
- BLYTHE** 265 North Broadway, Blythe, CA 92225
- HEMET** 880 N. State St., Hemet, CA 92543
- INDIO** 46-200 Oasis St., Indio, CA 92201

- MURRIETA** 30755-D Auld Road, Murrieta, CA 92563
- RIVERSIDE** 4050 Main St., Riverside, CA 92501
- RIVERSIDE** 4175 Main St., Riverside, CA 92501
- TEMECULA** 41002 County Center Dr., #100, Temecula, CA 92591

**Name and Address**

J. Paul Gignac, CSB #125676  
ARIAS, OZZELLO & GIGNAC, LLP  
1231 State Street, Suite 206  
Santa Barbara, California 93101  
Telephone: (805) 892-5500 Fax: (805) 564-8885

**Attorney for Plaintiff  
or Party without Attorney**

ROCHELLE SAENZ, on behalf of herself  
and all others similarly situated and  
in her representative capacity  
pursuant to *California Business and  
Professions Code* section 17204,

Plaintiff(s)

vs.

VERIZON CALIFORNIA INC., a California  
corporation; AT&T CORP., a New York  
corporation; and DOES 1 through 20,  
inclusive,

Defendant(s)

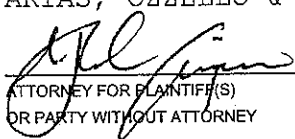
CASE NO.

**CERTIFICATE OF COUNSEL**

The undersigned certifies that this matter should be tried or heard in the  
Indio Branch, Riverside County Court for the following reason:

- The action arose in this judicial district.
- The action concerns real property located in this judicial district.
- The defendant resides in this judicial district.

Dated: October 31, 2003

ARIAS, OZZELLO & GIGNAC, LLP  
Signed by:   
ATTORNEY FOR PLAINTIFF(S)  
OR PARTY WITHOUT ATTORNEY  
J. Paul Gignac, CSB #125676