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Attorneys for Defendant Comcast Corporation

UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

BRIAN BAKER, on behalf of himself and all others similarly situated, Plaintiff, vs. **COMCAST CORPORATION,** Defendant.	**NOTICE OF REMOVAL** Civil No. 2:19-cv-00652-HCN Judge Howard C. Nielson, Jr. (Removed from Third Judicial District Court in and for Salt Lake County, State of Utah, Case No. 190906369)

Comcast Corporation ("Comcast") gives this Court notice of removal of the above-captioned action now pending as Civil No. 190906369 in the Third Judicial District Court for Salt Lake County, Utah (the "State Court Action"). In support thereof, Comcast states as follows:

1. On August 14, 2019, Plaintiff Brian Baker filed his complaint in the State Court Action.

2. Plaintiff served Comcast with a summons and the complaint (but not the complaint's exhibits) on August 16, 2019. A copy of the summons and complaint are attached hereto as **Exhibit 1**.[1] No other process, pleadings, or orders have been served on Comcast.

3. The complaint includes one cause of action, for breach of contract. Plaintiff alleges that Comcast offered "'lifetime' contracts to some of its customers . . . especially in cities and neighborhoods where Google was aggressively offering" a competing service. (Compl. ¶ 10.) One of those cities was Salt Lake City. (*Id.* ¶ 9.) "A few years later, Comcast began to renege on the 'lifetime' contracts and increase prices," which was a breach of contract. (*Id.* ¶¶ 36, 38.[2]) Plaintiff seeks to represent a nationwide class of similarly situated Comcast customers. (*Id.* ¶ 38.[3])

4. Comcast now removes the State Court Action to the United States District Court for the District of Utah, which encompasses the Third Judicial District Court for Salt Lake County, Utah, where the State Court Action is pending. 28 U.S.C. § 1441(a). A civil cover sheet is attached as **Exhibit 3**.

5. Removal of the State Court Action to this Court is proper under 28 U.S.C. § 1441(a) and the Class Action Fairness Act of 2005, *id.* § 1332(d) ("CAFA"), because (1) this action "is a class action in which . . . any member of a class of plaintiffs is a citizen of a State different from any defendant," (2) the number of putative class members is not less than 100, and (3) "the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs." *Id.* § 1332(d)(2)(A); *id.* § 1332(d)(5)(B).

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[1] Despite not being served by Plaintiff with the complaint's exhibits, we have obtained copies of the entire case file from the Third District Court and have attached the documents as **Exhibit 2**.

[2] The complaint sometimes repeats paragraph numbers. This cite is to the second ¶ 38, on page 7.

[3] This cite is to the first ¶ 38, on page 6.

6. Plaintiff's allegations satisfy all three of CAFA's requirements. *See McPhail v. Deere*, 529 F.3d 947 (10th Cir. 2008).

7. First, Plaintiff alleges that he and Comcast are citizens of different states. He alleges that he is resident of Utah who arranged for lifetime Comcast service in Utah (Compl. ¶¶ 4, 49), so he is domiciled in Utah and he is a citizen of Utah. *Smith v. Cummings*, 445 F.3d 1254, 1260 (10th Cir. 2006). Plaintiff alleges Comcast "is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania" (Compl. ¶ 5), so Comcast is a citizen of Pennsylvania. 28 U.S.C. § 1332(c)(1).[4]

8. Second, Plaintiff alleges that the class has 100 or more putative class members. Specifically, Plaintiff alleges that "the members of the Class number in the thousands." (Cmplt. ¶ 41.)

9. Third, Plaintiff alleges that more than $5 million is in controversy when "the claims of the individual class members [are] aggregated." *Id.* § 1332(d)(6). Plaintiff alleges that class member damages range from $10 to $50 per month, and he alleges that there are approximately 40,000 class members in Utah alone (Compl. ¶¶ 11, 37), leading to *annual* damages in *Utah alone* of $4.8 million to $24 million. Thus, Plaintiff alleges that damages for *lifetime* contracts in *all states* exceed $5 million.

10. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because it is filed within thirty days after Comcast was served with a copy of the complaint, which was the initial pleading setting forth the claims for relief upon which the State Court Action is based.

11. Comcast will give prompt written notice of the filing of this Notice Removal to counsel for Plaintiff and will file a copy of the Notice of Removal with the Clerk of the Third

[4] The proper defendant in this case is Comcast Cable Communications, LLC rather than Comcast Corporation, which is a holding company and is not involved in the day-to-day operations of its subsidiaries. If Plaintiff had named Comcast Cable Communications, LLC as the defendant, the parties would still have been diverse in citizenship, as all of Comcast Cable Communications, LLC's members are citizens of Pennsylvania.

Judicial District Court for Salt Lake County pursuant to 28 U.S.C. § 1446(d). Attached as **Exhibit 4** is the notice filed with the Clerk of the Third Judicial District Court contemporaneously with this Notice of Removal.

DATED this 13th day of September, 2019.

Snell & Wilmer L.L.P.

/s/ *Michael A. Gehret*
Michael A. Gehret
Scott A. Wiseman
Attorneys for Defendant Comcast Corporation

CERTIFICATE OF SERVICE

I hereby certify that on September 13, 2019, the foregoing **NOTICE OF REMOVAL** was delivered to all counsel for parties at interest in this cause by placing a true and correct copy of the same in the United States mail, postage prepaid, in a properly addressed envelope, and by email, as follows:

Adam Gonnelli, Esq.
THE SULTZER LAW GROUP P.C.
280 Highway 35, Suite 304
Red Bank, NJ 07701
Gonnellia@thesultzerlawgroup.com

and

Brent R. Baker
Christopher B. Snow
CLYDE SNOW & SESSIONS
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111-2216
brb@clydesnow.com
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/s/ Michael A. Gehret

UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

BRIAN BAKER, on behalf of himself and all others similarly situated, Plaintiff, vs. **COMCAST CORPORATION,** Defendant.	**APPENDIX OF EXHIBITS TO NOTICE OF REMOVAL** Civil No. 2:19-cv-00652-HCN Judge Howard C. Nielson, Jr. (Removed from Third Judicial District Court in and for Salt Lake County, State of Utah, Case No. 190906369)

Exhibit 1 Summons and Complaint served on Defendant.

Exhibit 2 Third District Court Case File

Exhibit 3 Federal Court Civil Cover Sheet

Exhibit 4 Notice of Removal filed with the Clerk of the Third Judicial District Court

EXHIBIT 1

Adam Gonnelli, Esq. (*pro hac vice application pending*)
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Server RS
Date 8/16/19 Time ___ : ___ M
P/S Seagull Legal
ANDERSON INVESTIGATIONS, INC #P101391
P.O. BOX 535, SLC, UT 84110 877-619-1110

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Attorneys for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT FOR

SALT LAKE COUNTY, STATE OF UTAH

BRIAN BAKER, on behalf of himself and all other similarly situated, Plaintiff. v. COMCAST CORPORATION, Defendants.	**SUMMONS** Civil No. 190906369 Judge Barry Lawrence

THE STATE OF UTAH TO THE ABOVE-NAMED DEFENDANT:

Comcast Corporation
1701 JFK Boulevard
Philadelphia, PA 19103

You are hereby summoned and required to file an Answer in writing to the attached Complaint ("Complaint") with the Clerk of the above-entitled Court, 450 South State Street, P.O. Box 1860, Salt Lake City, UT 84114-1860 and to serve upon, or mail to Brent B. Baker and

Christopher B. Snow, Plaintiff's attorneys, 201 South Main Street, #1300, Salt Lake City, Utah 84111-2216, a copy of said Answer, within twenty-one (21) days after service of this Summons upon you.

If you fail so to do, judgment by default will be taken against you for the relief demanded in said Complaint, which has been filed with the Clerk of said Court and a copy of which is hereto annexed and herewith served upon you.

Dated this 14th day of August, 2019.

Brent Baker, Esq.
Christopher B. Snow, Esq.

/s/ Christopher B. Snow
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Attorneys for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT FOR

SALT LAKE COUNTY, STATE OF UTAH

BRIAN BAKER, on behalf of himself and all other similarly situated, Plaintiff, v. COMCAST CORPORATION, Defendants.	**CLASS ACTION COMPLAINT** Civil No. _____ Judge _____

INTRODUCTION

1. Comcast Corporation offered certain Utah consumers a monthly "lifetime" rate for its cable, internet and voice services.

2. However, in the past few years Comcast began to renege on these contracts and increased the rates it charged to consumers, breaching these contracts.

3. Plaintiff Mr. Baker, on behalf of his fellow consumers, brings an action for breach

of contract and seeks monetary damages and injunctive relief in the form of specific performance.

PARTIES

4. Plaintiff Brian Baker is a resident of Utah.

5. Defendant Comcast Corporation ("Comcast") is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. Comcast does business as "Xfinity" and provides cable, voice and internet services under that name throughout the State of Utah.

6. This case is Discovery Tier 3 for purposes of Utah Rule of Civil Procedure 26.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this case pursuant to Utah Code 78A-5-102.

8. Venue is proper in this County pursuant to Utah Code 78B-3-307.

SUBSTANTIVE ALLEGATIONS

9. In 2016, Comcast was under intense competitive pressure from Google's high speed fiber-optic data service. Google began an aggressive and public marketing campaign in each of its identified "Google Fiber cities." Salt Lake City was named as a Google Fiber city. Google Fiber expanded neighborhood by neighborhood in each of the Google Fiber cities, including Salt Lake City, by sending out teams of door-to-door salespeople to sign customers up in a particular neighborhood. When initially announced by Google, the Google Fiber cities included, but were not limited to, Atlanta, Austin, Boston, Charlotte, Chicago, Dallas, Denver, Huntsville, Jacksonville, Kansas City, Los Angeles, Louisville, Miami, Nashville, Oakland, Oklahoma City, Orange County, Phoenix, Portland, Provo, San Antonio, San Diego, San

Francisco, San Jose, Salt Lake City, Seattle, and Tampa.

10. In response to Google's marketing campaign, Comcast engaged extra sales staff to try to effectively beat the Google Fiber sales staff as they made their way up and down the streets of each neighborhood. To compete, Comcast sales staff began to offer "lifetime" contracts to some of its customers and sold Comcast's broadband services by using door to door salespeople, especially in cities and neighborhoods where Google was aggressively offering its fiber-optic service.

11. On information and belief, as many as 20% of Comcast's over 200,000 contracts in Utah may be "lifetime" contracts.

12. On July 11, 2016, Mr. Baker arrived home to find a two-sided document (the "Price List", attached as Exhibit A) describing Xfinity's available services and prices.

13. On the top of the Price List near the $120 price for the XFINITY Extreme Triple Play, the salesperson had written:

> "Brian, you are under a promotional program – scheduled to go up $60 to over $200 total…"…

and then, referencing the $120 price for the EXTREME Triple Play,

> "This should be your price – and this is not a promotional – this is a lifetime price."

14. At the bottom of the Price List the salesperson also wrote: "(these are <u>not</u> promotional prices – no yearly increases)" (emphasis in original.)

15. There was also the salesperson's name and phone number on the Price List.

16. Mr. Baker called the number and told the salesperson that he was interested in the lifetime offer.

17. The salesperson arrived at Mr. Baker's house later that day.

18. The salesperson explained that Mr. Baker's existing monthly price of $179.99 was scheduled to increase by $60.

19. The salesperson also explained that Xfinity knew that Google Fiber would soon be available to Mr. Baker, and that Xfinity wanted to make sure that Mr. Baker was happy with Xfinity.

20. The salesperson explained that Mr. Baker could sign up for the Xfinity "Extreme Triple Play" at a cost of $120 per month (plus a $10 per month charge for the cable box).

21. The Triple Play would be an improvement on Mr. Baker's current service and would include all premium channels, high speed internet, and a phone line.

22. The salesperson also emphasized that the Triple Play price was no mere short-term promotion, but was a "lifetime price."

23. Mr. Baker agreed to sign up for the Triple Play at the lifetime price of $120 per month.

24. In response the salesperson checked the appropriate boxes on the Service Order (attached as Exhibit B) and confirmed the components of the Triple Play with Mr. Baker as Mr. Baker reviewed the Price List.

25. Then the salesperson asked Mr. Baker to sign the Service Order where indicated.

26. Mr. Baker did so.

27. The salesperson did not review any other provisions in the Service Order with Mr. Baker or even show it to him except as was necessary to obtain Mr. Baker's signature.

28. The fine print above the Service Order's signature line states:

> I hereby affirm that the foregoing Customer Information is true and correct. I represent that I am 18 or older, and authorized to purchase these services, make

> installation decisions, and change service. The services ordered are subject to the terms and conditions on this order, on the reverse side of this order, and in Comcast's Agreement for Residential Services terms as provided to me at installation or otherwise, which terms I accept by signing or by use of Comcast services…

29. The salesperson also scheduled installation of the new service and equipment.

30. A few days later, a Comcast technician returned to install equipment and activate the Triple Play services.

31. The technician did not provide, or even mention, Comcast's Agreement for Residential Services to Mr. Baker.

32. Comcast never provided Comcast's Agreement for Residential Services to Mr. Baker in any form.

33. Mr. Baker does not know if Comcast's Agreement for Residential Services at the time of his order or installation contained an arbitration clause or class action waiver.

34. On information and belief, Comcast's current Agreement for Residential Services contains an arbitration clause and class action waiver.

35. If Comcast's Agreement for Residential Services at the time of Mr. Baker's order or installation contained an arbitration clause or class action waiver, those clauses are null and void.

36. A few years later, Comcast began to renege on the "lifetime" contracts and increase prices throughout Utah. Many customers, upon seeing the substantial increase in monthly billing, contacted Comcast and were told by Comcast employees or representatives that Comcast's "lifetime" plan does not exist in spite of the previous representations by its sales staff and in spite of the numerous written contracts with the "lifetime" language prominently displayed.

37. In June of 2019, Comcast increased Mr. Baker's bill by $10 per month. Other customers have had their bill unilaterally increased as much as $50 per month over the specified "lifetime" rate.

CLASS ACTION ALLEGATIONS

38. Pursuant to Utah Rule of Civil Procedure 23, Plaintiff brings this suit as representatives of a class of all individuals who, within the relevant statute of limitations periods, entered into a "lifetime" contract with Comcast on which Comcast reneged. All consumers whose "lifetime" contracts have been reneged upon have claims and causes of action which are legally and factually common with Plaintiff such that they are all similarly situated and Plaintiff can serve as an adequate class representative for these consumers.

39. Specifically excluded from the Class are the judge assigned to the case and members of their families within the first degree of consanguinity, and the officers, directors and counsel of record of Defendants.

40. Plaintiff reserves the right to amend or modify the definitions of the Class with greater specificity, further division into subclasses or limitation to particular issues as discovery and the orders of this Court warrant.

41. Members of the Class are so numerous that their individual joinder herein is impracticable. While the exact number of Class members is presently unknown, and can only be ascertained through appropriate discovery, Plaintiff believes the members of the Class number in the thousands.

42. Common questions of law and fact exist as to members of the Class and predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

- whether Comcast entered into "lifetime" contracts with consumers;
- whether the lifetime contacts are valid;
- whether the proper measure of damages is the difference between the price in the "lifetime" contracts and the increased prices;
- whether increasing the price constitutes a breach of the "lifetime" contracts;
- the measure of other types of damages;
- whether Comcast should be enjoined to maintain lifetime prices; and
- whether Comcast breached its duty of good faith and fair dealing.

38. Plaintiff's claims are typical of the claims of Class because Plaintiff entered into a "lifetime" contract with Comcast which Comcast subsequently breached by increasing the price. Plaintiff's claims have the same essential characteristics as the claims of the members of the Class and are based on the course of conduct and similar legal theories. The members of the Class have suffered the same type of injury and possess the same interests as Plaintiff. A single resolution of these claims would be preferable to a multiplicity of similar actions.

39. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class, he has retained competent counsel experienced in prosecuting class actions, and intends to prosecute this action vigorously. The interests of Class will be fairly and adequately protected by Plaintiff and his counsel.

40. This suit is maintainable as a class action under Utah Rule of Civil Procedure 23(b)(3) because the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

41. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the Class. Individual members of the Class may lack the resources to undergo the burden and expense of individual prosecutions of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues. Plaintiff knows of no existing litigation concerning the issues in this case, and concentration of claims in this forum is appropriate. In addition, there are no unusual difficulties inherent in the management of this case as a class action.

42. This suit is maintainable as a class action under Utah Rule of Civil Procedure 23 (b)(2) because Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class in its entirety.

43. The members of the Class can be identified through Defendant's billing records.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(On behalf of Plaintiff and the Class)

43. Plaintiff reasserts and realleges all prior allegations as if fully set forth herein.

44. On July 11, 2016 Plaintiff and Defendant entered into a contract providing that Plaintiff would pay $120 per month for Defendant's "Extreme Triple Play" services for life.

45. At all times Plaintiff satisfied his obligations under the contract.

46. In June of 2019, Defendant raised the monthly rate by $10.

47. Defendant's conduct constituted a material breach of the contract.

48. Plaintiff has been damaged by the breach in the amount equaling the difference between the supposed "lifetime" price and the new price for each month.

49. Plaintiff is also entitled to specific performance and Comcast should reinstate Mr. Baker's and the Class's monthly price to its amount before the breach.

50. Plaintiff requests a trial by jury as to all issues so triable.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and the members of the Class, prays for relief as follows:

A. An Order certifying the proposed Class under Utah Rule of Civil Procedure 23;

B. An Order appointing Plaintiff as the Class representative and his counsel as Class counsel;

C. A Declaration that Comcast breached its "lifetime" contracts by increasing the monthly price;

D. An Order enjoining Comcast from increasing the price on other lifetime contracts and restoring the price to original levels for contracts it has breached;

E. An Order requiring Comcast to disseminate a disclosure and explanation to members of the Class;

F. An award of damages to Plaintiff and the Class;

G. An award of attorneys' fees, expenses and costs, as allowed by law or equity;

H. Leave to amend the pleadings to conform to the evidence presented at trial; and

I. Such Orders granting other relief as the Court deems appropriate.

Dated this 14th day of August, 2019.

Brent Baker, Esq.
Christopher B. Snow, Esq.

/s/ Christopher B. Snow
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EXHIBIT 2

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Attorneys for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT FOR

SALT LAKE COUNTY, STATE OF UTAH

BRIAN BAKER, on behalf of himself and all other similarly situated, Plaintiff, v. COMCAST CORPORATION, Defendants.	**CLASS ACTION COMPLAINT** Civil No. _____ Judge _____

INTRODUCTION

1. Comcast Corporation offered certain Utah consumers a monthly "lifetime" rate for its cable, internet and voice services.

2. However, in the past few years Comcast began to renege on these contracts and increased the rates it charged to consumers, breaching these contracts.

3. Plaintiff Mr. Baker, on behalf of his fellow consumers, brings an action for breach

of contract and seeks monetary damages and injunctive relief in the form of specific performance.

PARTIES

4. Plaintiff Brian Baker is a resident of Utah.

5. Defendant Comcast Corporation ("Comcast") is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. Comcast does business as "Xfinity" and provides cable, voice and internet services under that name throughout the State of Utah.

6. This case is Discovery Tier 3 for purposes of Utah Rule of Civil Procedure 26.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this case pursuant to Utah Code 78A-5-102.

8. Venue is proper in this County pursuant to Utah Code 78B-3-307.

SUBSTANTIVE ALLEGATIONS

9. In 2016, Comcast was under intense competitive pressure from Google's high speed fiber-optic data service. Google began an aggressive and public marketing campaign in each of its identified "Google Fiber cities." Salt Lake City was named as a Google Fiber city. Google Fiber expanded neighborhood by neighborhood in each of the Google Fiber cities, including Salt Lake City, by sending out teams of door-to-door salespeople to sign customers up in a particular neighborhood. When initially announced by Google, the Google Fiber cities included, but were not limited to, Atlanta, Austin, Boston, Charlotte, Chicago, Dallas, Denver, Huntsville, Jacksonville, Kansas City, Los Angeles, Louisville, Miami, Nashville, Oakland, Oklahoma City, Orange County, Phoenix, Portland, Provo, San Antonio, San Diego, San

Francisco, San Jose, Salt Lake City, Seattle, and Tampa.

10. In response to Google's marketing campaign, Comcast engaged extra sales staff to try to effectively beat the Google Fiber sales staff as they made their way up and down the streets of each neighborhood. To compete, Comcast sales staff began to offer "lifetime" contracts to some of its customers and sold Comcast's broadband services by using door to door salespeople, especially in cities and neighborhoods where Google was aggressively offering its fiber-optic service.

11. On information and belief, as many as 20% of Comcast's over 200,000 contracts in Utah may be "lifetime" contracts.

12. On July 11, 2016, Mr. Baker arrived home to find a two-sided document (the "Price List", attached as Exhibit A) describing Xfinity's available services and prices.

13. On the top of the Price List near the $120 price for the XFINITY Extreme Triple Play, the salesperson had written:

> "Brian, you are under a promotional program – scheduled to go up $60 to over $200 total…"…

and then, referencing the $120 price for the EXTREME Triple Play,

> "This should be your price – and this is not a promotional – this is a lifetime price."

14. At the bottom of the Price List the salesperson also wrote: "(these are <u>not</u> promotional prices – no yearly increases)" (emphasis in original.)

15. There was also the salesperson's name and phone number on the Price List.

16. Mr. Baker called the number and told the salesperson that he was interested in the lifetime offer.

17. The salesperson arrived at Mr. Baker's house later that day.

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24. In response the salesperson checked the appropriate boxes on the Service Order (attached as Exhibit B) and confirmed the components of the Triple Play with Mr. Baker as Mr. Baker reviewed the Price List.

25. Then the salesperson asked Mr. Baker to sign the Service Order where indicated.

26. Mr. Baker did so.

27. The salesperson did not review any other provisions in the Service Order with Mr. Baker or even show it to him except as was necessary to obtain Mr. Baker's signature.

28. The fine print above the Service Order's signature line states:

> I hereby affirm that the foregoing Customer Information is true and correct. I represent that I am 18 or older, and authorized to purchase these services, make

> installation decisions, and change service. The services ordered are subject to the terms and conditions on this order, on the reverse side of this order, and in Comcast's Agreement for Residential Services terms as provided to me at installation or otherwise, which terms I accept by signing or by use of Comcast services…

29. The salesperson also scheduled installation of the new service and equipment.

30. A few days later, a Comcast technician returned to install equipment and activate the Triple Play services.

31. The technician did not provide, or even mention, Comcast's Agreement for Residential Services to Mr. Baker.

32. Comcast never provided Comcast's Agreement for Residential Services to Mr. Baker in any form.

33. Mr. Baker does not know if Comcast's Agreement for Residential Services at the time of his order or installation contained an arbitration clause or class action waiver.

34. On information and belief, Comcast's current Agreement for Residential Services contains an arbitration clause and class action waiver.

35. If Comcast's Agreement for Residential Services at the time of Mr. Baker's order or installation contained an arbitration clause or class action waiver, those clauses are null and void.

36. A few years later, Comcast began to renege on the "lifetime" contracts and increase prices throughout Utah. Many customers, upon seeing the substantial increase in monthly billing, contacted Comcast and were told by Comcast employees or representatives that Comcast's "lifetime" plan does not exist in spite of the previous representations by its sales staff and in spite of the numerous written contracts with the "lifetime" language prominently displayed.

37. In June of 2019, Comcast increased Mr. Baker's bill by $10 per month. Other customers have had their bill unilaterally increased as much as $50 per month over the specified "lifetime" rate.

CLASS ACTION ALLEGATIONS

38. Pursuant to Utah Rule of Civil Procedure 23, Plaintiff brings this suit as representatives of a class of all individuals who, within the relevant statute of limitations periods, entered into a "lifetime" contract with Comcast on which Comcast reneged. All consumers whose "lifetime" contracts have been reneged upon have claims and causes of action which are legally and factually common with Plaintiff such that they are all similarly situated and Plaintiff can serve as an adequate class representative for these consumers.

39. Specifically excluded from the Class are the judge assigned to the case and members of their families within the first degree of consanguinity, and the officers, directors and counsel of record of Defendants.

40. Plaintiff reserves the right to amend or modify the definitions of the Class with greater specificity, further division into subclasses or limitation to particular issues as discovery and the orders of this Court warrant.

41. Members of the Class are so numerous that their individual joinder herein is impracticable. While the exact number of Class members is presently unknown, and can only be ascertained through appropriate discovery, Plaintiff believes the members of the Class number in the thousands.

42. Common questions of law and fact exist as to members of the Class and predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

- whether Comcast entered into "lifetime" contracts with consumers;
- whether the lifetime contacts are valid;
- whether the proper measure of damages is the difference between the price in the "lifetime" contracts and the increased prices;
- whether increasing the price constitutes a breach of the "lifetime" contracts;
- the measure of other types of damages;
- whether Comcast should be enjoined to maintain lifetime prices; and
- whether Comcast breached its duty of good faith and fair dealing.

38. Plaintiff's claims are typical of the claims of Class because Plaintiff entered into a "lifetime" contract with Comcast which Comcast subsequently breached by increasing the price. Plaintiff's claims have the same essential characteristics as the claims of the members of the Class and are based on the course of conduct and similar legal theories. The members of the Class have suffered the same type of injury and possess the same interests as Plaintiff. A single resolution of these claims would be preferable to a multiplicity of similar actions.

39. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class, he has retained competent counsel experienced in prosecuting class actions, and intends to prosecute this action vigorously. The interests of Class will be fairly and adequately protected by Plaintiff and his counsel.

40. This suit is maintainable as a class action under Utah Rule of Civil Procedure 23(b)(3) because the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

41. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the Class. Individual members of the Class may lack the resources to undergo the burden and expense of individual prosecutions of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Class treatment of the liability issues will ensure that all claims and claimants are before this Court for consistent adjudication of the liability issues. Plaintiff knows of no existing litigation concerning the issues in this case, and concentration of claims in this forum is appropriate. In addition, there are no unusual difficulties inherent in the management of this case as a class action.

42. This suit is maintainable as a class action under Utah Rule of Civil Procedure 23 (b)(2) because Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class in its entirety.

43. The members of the Class can be identified through Defendant's billing records.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(On behalf of Plaintiff and the Class)

43. Plaintiff reasserts and realleges all prior allegations as if fully set forth herein.

44. On July 11, 2016 Plaintiff and Defendant entered into a contract providing that Plaintiff would pay $120 per month for Defendant's "Extreme Triple Play" services for life.

45. At all times Plaintiff satisfied his obligations under the contract.

46. In June of 2019, Defendant raised the monthly rate by $10.

47. Defendant's conduct constituted a material breach of the contract.

48. Plaintiff has been damaged by the breach in the amount equaling the difference between the supposed "lifetime" price and the new price for each month.

49. Plaintiff is also entitled to specific performance and Comcast should reinstate Mr. Baker's and the Class's monthly price to its amount before the breach.

50. Plaintiff requests a trial by jury as to all issues so triable.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and the members of the Class, prays for relief as follows:

A. An Order certifying the proposed Class under Utah Rule of Civil Procedure 23;

B. An Order appointing Plaintiff as the Class representative and his counsel as Class counsel;

C. A Declaration that Comcast breached its "lifetime" contracts by increasing the monthly price;

D. An Order enjoining Comcast from increasing the price on other lifetime contracts and restoring the price to original levels for contracts it has breached;

E. An Order requiring Comcast to disseminate a disclosure and explanation to members of the Class;

F. An award of damages to Plaintiff and the Class;

G. An award of attorneys' fees, expenses and costs, as allowed by law or equity;

H. Leave to amend the pleadings to conform to the evidence presented at trial; and

I. Such Orders granting other relief as the Court deems appropriate.

Dated this 14th day of August, 2019.

Brent Baker, Esq.
Christopher B. Snow, Esq.

/s/ Christopher B. Snow
Clyde Snow, P.C.
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111
Tel: 801 433 2427
brb@clydesnow.com
cbs@clydesnow.com

Adam Gonnelli, Esq.
The Sultzer Law Group P.C.
280 Highway 35, Suite 304
Red Bank, NJ 07701
Tel: (845) 483-7100
Fax: (888) 749-7747
gonnellia@thesultzerlawgroup.com

EXHIBIT A

xfinity. T.P.V. 871-213-9127

SERVICE ORDER

Address of Seller: 801-502-7624

SERVICE ORDER TYPE

☐ NEW SERVICE ☑ SERVICE UPGRADE ☐ WINBACK Account or Job #: _____

Sales Person: Keith Stinson Sales ID #: 40025 ELOA ☐ Yes ☐ No Verbal Acceptance ☐ Yes ☐ No ☐ N/A

CUSTOMER INFORMATION

Last Name: Baker First Name: Brian MI: __ Email Address: _____

Street Address: 1703 E. Harvard Ave. APT #: _____

City: SLC State: UT Zip: 84108

Home Phone: (801-425-3067) Mobile Phone: _____

SS#: _____ Verified ID ☐ Yes ☐ No Form of ID: _____

Bill To (if different from above): _____ Authorized User: _____

☐ By checking this box, I agree to receive text messages on behalf of Comcast regarding its products and services at my number that I provided. I understand that the messages may be sent using automated technology and that I am not required to give this consent as a condition to order service.

XFINITY TV

Digital Service:
- ☐ Limited Basic
- ☐ Digital Economy
- ☐ Digital Starter
- ☐ Digital Preferred
- ☑ Digital Premier plus
- ☐ Other

System Options:
- ☑ HD Qty 2 $ 10.00 ea.
- ☐ DVR Qty ___ $ ___
- ☑ HD DVR Qty 1 $ Ø
- ☐ DTA Qty ___ $ ___
- ☐ HD DTA Qty ___ $ ___
- ☐ Other ___ Qty ___ $ ___

HD Tech Fee $ _____

Additional Services:
- ☐ HBO
- ☐ STARZ
- ☐ CINEMAX
- ☐ SHOWTIME
- ☐ TMC
- ☐ International
- ☑ Other sports

} all

Latino:
- ☐ TV 150 Latino
- ☐ TV 200 Latino
- ☐ TV 300 Latino
- ☐ TV 450 Latino
- ☐ Other _____

Self-Installation Kit ☐ Yes ☐ No

Serial Number _____

If XFINITY TV only*: Promo Price: $ ___ /per month for ___ months Regular Price: $ ___ /per month

*For multiple services, see below.

XFINITY Internet

Service:
- ☐ Economy Plus
- ☐ Performance Starter
- ☐ Performance Starter 25
- ☐ Performance
- ☐ Performance Pro
- ☐ Blast!®
- ☐ Blast!® Pro
- ☐ Extreme 105
- ☐ Extreme 150
- ☑ Extreme 250
- ☐ Extreme 505
- ☐ Gigabit Pro
- ☐ Other _____

Installation Options:
Self-Installation Kit ☐ Yes ☐ No
Serial Number _____

with high speed X83 Modem

Modem:
- ☐ Rental $ Ø /per month
- ☐ Wireless Router $ Ø /per month
- ☐ Customer Owned _____

If XFINITY Internet only*: Promo Price: $ ___ /per month for ___ months Regular Price: $ ___ /per month

*For multiple services, see below. Not all Internet services available in all areas.

XFINITY Voice

☑ Unlimited ☐ Other _____ Self-Installation Kit ☐ Yes ☐ No

Serial Number _____

Telephone Number(s): ☐ Keep Current Number(s) _____ (Note: Port may take 5-10 business days)

☑ New Telephone Number(s) 801-

☐ Addl. Line #1 _____ Features: ☐ Yes ☐ No ☐ Addl. Line #2 _____ Features: ☐ Yes ☐ No

☐ Published Directory Listing - In ecolisting.com and may also appear in phone book and in Directory Assistance

Print name as it should appear _____

☑ Non-Published Directory Listing – Not in ecolisting.com, phone book, or in Directory Assistance

Additional Charges $ _____ /per month

☐ World Select 300: Regular Price $ _____ /per month Modem $: _____ /per month TPV # _____

☐ Latin America 300: Regular Price $ _____ /per month

If XFINITY Voice only*: Promo Price: $ _____ /per month for ___ months Regular Price: $ ___ /per month

*For multiple services, see below.

MULTIPLE SERVICES PACKAGE

Complete above service tiers for each selected service:

- ☑ XFINITY TV
- ☑ XFINITY Internet
- ☑ XFINITY Voice
- ☐ Starter
- ☐ HD Preferred Plus
- ☐ HD Complete
- ☐ HD Preferred
- ☑ HD Premier plus
- ☐ Latino
- ☐ Other Package: _____
- ☐ Service Protection Plan: $ _____ /per month

Contract Term: 24 (N/A if no minimum term contract)

Early Termination Fee of $ 300.00 applies (N/A if no minimum contract term)

Promo Price: $ _____ /per month for ___ months

If applicable: Promo Price: $ ___ /per month for months __ to __

Current Regular Price: $ _____ /per month

Additional Promo Details _____

Customer Initials BB

INSTALLATION CHARGES AND SCHEDULING INFORMATION

Installation Charges: $ _____

Explanation of Charges: _____

Installation Date: _____ Time: _____

Comments: _____

CHARGES AND COLLECTIONS

One Time Charges:
- Installation $ Ø
- Activation $ Ø
- Deposit $ Ø
- SIK and/or Shipping $ _____
- Past Due Balance

Monthly Charges:
- Monthly Package Price $ 130.00
- Modem $ Ø
- System Charges $ Ø

☐ Latino ☐ HD Latino _____ /per month

If XFINITY Voice only*: Promo Price: $_____/per month for _____ months Regular Price: $_____ /per month

*For multiple services, see below.

MULTIPLE SERVICES PACKAGE

Complete above service tiers for each selected service:

☑ XFINITY TV ☐ Starter ☐ HD Preferred

☑ XFINITY Internet ☐ HD Preferred Plus ☑ HD Premier plus

☑ XFINITY Voice ☐ HD Complete ☐ Latino

☐ Other Package: _____

☐ Service Protection Plan: $_____/per month

Contract Term: 24 (N/A if no minimum term contract)

Early Termination Fee of $ 300.00 applies (N/A if no minimum contract term)

Promo Price: $_____/per month for _____ months

If applicable: Promo Price: $_____/per month for months __ to __

Current Regular Price: $_____/per month

Additional Promo Details _____

_____ Customer Initials

INSTALLATION CHARGES AND SCHEDULING INFORMATION

Installation Charges: $_____

Explanation of Charges: _____

Installation Date: _____ Time: _____

Comments: _____

Some restrictions apply. Wall fishes and custom installation charges are additional.

CHARGES AND COLLECTIONS

One Time Charges:

Installation $ Ø

Activation $ Ø

Deposit $ Ø

SIK and/or Shipping $_____

Past Due Balance (if applicable) $_____

Total One Time Charges $____

Credit Card Confirmation Number

Monthly Charges:

Monthly Package Price $ 130.00

Modem $ Ø

System Charges $ Ø

Addl. Monthly Fees $ Ø

Total Monthly Charges $ 130.00

Plus TAXES & fees

I hereby affirm that the foregoing Customer information is true and correct. I represent that I am age 18 or older, and authorized to purchase the services, make installation decisions, and change service. The services ordered are subject to the terms and conditions on this order, on the reverse side of this order, and in Comcast's Agreement for Residential Services terms as provided to me at installation or otherwise, which terms I accept by signing or by use of Comcast services. This Service and Installation Order is void if residence is determined to be unserviceable by Comcast for any reason in its sole discretion. An equipment charge will be applied to my Comcast account for any equipment which is not returned or collected upon cancellation of installed services, subject to applicable federal or state law.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Date of Transaction: 7/11/16 Customer Signature X _____ Employee Signature: Keith Stum

NOTICE OF CANCELLATION: _____ **(DATE OF TRANSACTION)**

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

_____, **NOT LATER THAN MIDNIGHT OF** _____

(INSERT ADDRESS OF SELLER) **(ENTER DATE THREE BUSINESS DAYS LATER THAN DATE OF TRANSACTION)**

I HEREBY CANCEL THIS TRANSACTION.

_____ _____

DATE **BUYER'S SIGNATURE**

WHITE/GREEN: CUSTOMER YELLOW/PINK: BUSINESS OFFICE GOLD: SALES PERSON SOF.GENERIC

See reverse side for details and restrictions

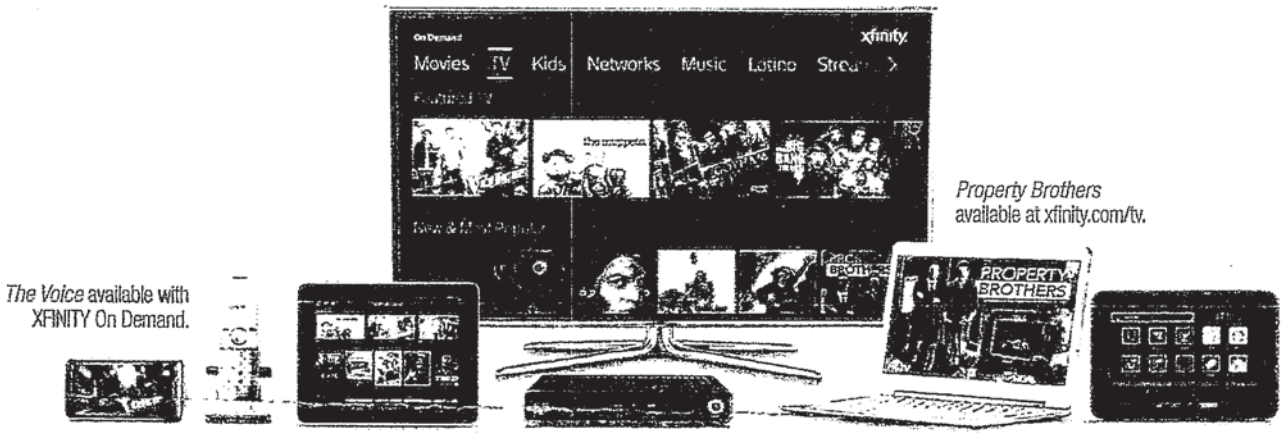
SERVICE ORDER

EXHIBIT B

xfinity
the future of awesome

Now get more entertainment, more speed & more features. **for less money.**

See back



The Voice available with XFINITY On Demand.

Property Brothers available at xfinity.com/tv.

Want to get more for less? Now you can with your choice of 3 entertainment packages featuring XFINITY X1 with an interactive TV experience like no other, 3X faster in-home WiFi speed and the fastest WiFi hotspots across the country. What's more, you'll get it all with a 3-year guaranteed rate.

Choose your package and get So much for a great, low price.

XFINITY® Extreme Double Play	XFINITY Extreme Preferred Double Play	XFINITY Extreme Triple Play
$70	**$100**	**$120**
per month for **3 Full Years** with a 2-year agreement	per month for **3 Full Years** with a 2-year agreement	per month for **3 Full Years** with a 2-year agreement
With $100 cash Card	$150 cash Card	$200 cash card

Turn over to see everything you'll get with these one-of-a-kind offers.

See reverse side for details and restrictions.

Brian, You are on a promotional program – scheduled to go up $60.00 to over $200 total.

How much entertainment do you want?

This should be your price – and this is not a promotional – This is a lifetime price

The choice is yours.

	XFINITY® Extreme Double Play $70 per month for 3 Full Years with a 2-year agreement	XFINITY Extreme Preferred Double Play $100 per month for 3 Full Years with a 2-year agreement	XFINITY Extreme Triple Play $120 per month for 3 Full Years with a 2-year agreement + 10.00 = one T.V. Box (3 total) total $130.00
FREE standard installation	✓	✓	✓
XFINITY X1 FREE	✓	✓	✓
X1 DVR™ service with multi-room viewing and the ability to record 6 shows FREE	✓	✓	✓
XFINITY Internet with extreme download speeds up to 250 Mbps extreme high speed internet		✓	✓
Now 3X the in-home WiFi speeds with the new XFINITY Wireless Gateway FREE	✓	✓	✓
Millions of WIFI hotspots with the most coverage across the country FREE	✓	✓	✓
Streampix™ for unlimited access to thousands of hit movies and entire past seasons of TV shows	✓	✓	✓
XFINITY TV with CBS, NBC, ABC, FOX and more	✓	✓	✓
Over 160 channels including Encore, CNN, MLB Network and more		✓	✓
Includes HD service for one additional TV FREE		✓	✓
HBO,® Cinemax,® STARZ® and SHOWTIME®	includes all of our channels – over 260, all of our movie channels and all of our premium sports channels		✓
Sports Entertainment Package featuring NFL RedZone, ESPN Goal Line and more Pac 12,			✓
Your choice of unlimited nationwide talk and text with XFINITY Voice or the total home security and control solution with XFINITY Home (2-year term agreement required for XFINITY Home)	A FREE Home Security System or a FREE Home Phone is included		✓

call me, Keith 801-502-7624

Contact me, your neighborhood representative, for more details.

Call Keith at 801-502-7624

(these are not promotional prices – No yearly increases)

COMCAST

Restrictions apply. Not available in all areas. Residential customers only. Minimum 2-year contract required. Early termination fee applies. Limited to (1) XFINITY Extreme Double Play with Limited Basic TV, Extreme 250 Internet, X1 DVR™ service, Streampix™ and (2) XFINITY Extreme Preferred Double Play with Digital Preferred TV, Extreme 250 Internet, X1 DVR™ service, Streampix™ or (3) XFINITY Extreme Triple Play with Digital Premier TV, Extreme 250 Internet, X1 DVR™ service, Streampix,™ and your choice of XFINITY Unlimited® Voice or XFINITY Home Secure 300. 2-year minimum term agreement required for XFINITY Home Secure 300 at $39.95 per month for 24 months for monitoring service for monthly recurring charges totaling $958.80, minus applicable discounts. Early termination fee applies. Service and free installation offer limited to one outlet for the Extreme Double Play and to up to two TV outlets and one Internet outlet for the Extreme Preferred Double Play and Extreme Triple Play. Equipment, non-standard installation, taxes, franchise fees and other applicable charges (e.g., per-call or international calling) extra. TV: Limited Basic service subscription required to receive other levels of service. XFINITY On Demand™ selections subject to change indicated at time of purchase. Internet: WiFi claim based on September and November 2014 studies by Allion Test Labs, Inc. Actual speeds vary and are not guaranteed. Voice: Service (including 911/emergency services) may not function after an extended power outage. WiFi hotspots require compatible Wi-Fi-enabled laptop or mobile device. Hotspots available in select locations only. Most live sports available with Digital Preferred TV and WatchESPN. Money-Back Guarantee applies to one month's recurring service and standard installation charges up to $500. Call for restrictions and complete details, or visit comcast.com. License #: AZ: ROC 280515, BTR 18287-0; CA: CSLB 974291, ACO 7118 licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814; MN: TS674412; NM: 373379; OR: CCB 192945, All electrical work is performed by a licensed subcontractor; TX: B-16922,-02571, ACR-1672104,-1818 We are licensed by the Texas Department of Public Safety Private Security Board whose address is: P.O. Box 4087, Austin, TX 78773, (512) 424-7710; UT: 8226921-6501; WA: COMCABS892DS. Valid 9/17/15. See www.xfinity.com/homesecurity for current list. NBCU celebrity endorsement not implied. All networks are divisions of NBCUniversal.

SERVICE ORDER

DETAILS AND RESTRICTIONS:

An adult age 18 or older must be present at the time of installation. If you are not the owner of the residence or are part of a condominium or home owners association, it is your responsibility to secure permission for installation of cable and other equipment that may be installed through or attached to external or internal structures, such as walls, floors or ceilings prior to installation of the service. Pricing and other information contained herein may not apply to service received through commercial accounts, bulk price arrangements with multiple dwelling owners, or similar arrangements. I hereby authorize Comcast to obtain a credit report from a consumer credit agency in connection with the service(s) ordered.

Customer Signature:_____

Offers only available for a limited time and are subject to change. Offers limited to new residential customers. Restrictions apply. Not available in all areas. Requires subscription to services specified on the reverse side. If offer requires a minimum term agreement, if the required service(s) under the minimum term agreement are cancelled or downgraded before the end of the term, an early termination fee applies. Equipment, installation, taxes, and fees, including regulatory recovery fees, Broadcast TV Fee (up to $3.50/mo.) Regional Sports Fee (up to $1/mo.) and other applicable charges extra, and subject to change during and after the promotion. After promotional period, or if any service is cancelled or downgraded, regular charges apply. TV and Internet service limited to a single outlet. Pricing subject to change. May not be combined with other offers. Any installation offer is limited to standard installation to a single outlet. TV: Limited Basic service subscription required to receive other levels of service. Internet: Actual speeds vary and are not guaranteed. Voice: $29.95 activation fee may apply. EMTA required. Unlimited calling applies to direct-dialed calls from home to locations in the U.S., Canada, Puerto Rico and certain other U.S. territories. Local with More applies to direct-dialed local calls from home to locations covered by the plan. Contact Comcast for applicable coverage areas. Service (including 911/emergency services) may not function after an extended power outage. Call for restrictions and complete details or visit www.XFINITY.com.

ANDERSON INVESTIGATIONS, INC.
P.O. BOX 535
Salt Lake City, UT 84110
Phone: (801) 619-1110
Fax: (801) 619-8769
Fin #68-0664844

INVOICE

Invoice #AND-2019003151
8/19/2019

THANK YOU

CHRISTOPHER B SNOW
CLYDE SNOW & SESSIONS
201 SOUTH MAIN STREET
SUITE 1300
SALT LAKE CITY, UT 84111

Case Number: SALT LAKE 190906369

Plaintiff:
BRIAN BAKER, ON BEHALF OF HIMSELF AND ALL OTHER SIMILARLY SITUATED

Defendant:
COMCAST CORPORATION

Received: 8/15/2019 Served: 8/16/2019 2:20 pm CORPORATE - AUTHORIZED
To be served on: COMCAST CORPORATION

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
SERVICE FEE	1.00	98.00	98.00
TOTAL CHARGED:			$98.00
BALANCE DUE:			**$98.00**

CHECK FOR STATUS @ WWW.ANDERSONATTORNEYSERVICES.COM
Thank you for your business!

Adam Gonnelli, Esq. (*pro hac vice application pending*)
THE SULTZER LAW GROUP P.C.
280 Highway 35, Suite 304
Red Bank, NJ 07701
Telephone (845) 483-7100
Fax (888) 749-7747
Gonnellia@thesultzerlawgroup.com

Brent R. Baker (#5247)
Christopher B. Snow (#8858)
CLYDE SNOW & SESSIONS
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111-2216
Telephone (801) 322-2516
Fax (801) 521-6280
brb@clydesnow.com
cbs@clydesnow.com

Attorneys for Plaintiff

Server Richard Scollon Jr.
Date 8-16-19 Time 2:20p office
P/S Brittany Adams Admin.
ANDERSON INVESTIGATIONS, INC #P101391
P.O. BOX 535, SLC, UT 84110 877-619-1110

IN THE THIRD JUDICIAL DISTRICT COURT FOR

SALT LAKE COUNTY, STATE OF UTAH

BRIAN BAKER, on behalf of himself and all other similarly situated, Plaintiff, v. COMCAST CORPORATION, Defendants.	**SUMMONS** Civil No. 190906369 Judge Barry Lawrence

THE STATE OF UTAH TO THE ABOVE-NAMED DEFENDANT:

Comcast Corporation
1701 JFK Boulevard
Philadelphia, PA 19103

You are hereby summoned and required to file an Answer in writing to the attached Complaint ("Complaint") with the Clerk of the above-entitled Court, 450 South State Street, P.O. Box 1860, Salt Lake City, UT 84114-1860 and to serve upon, or mail to Brent B. Baker and

Christopher B. Snow, Plaintiff's attorneys, 201 South Main Street, #1300, Salt Lake City, Utah 84111-2216, a copy of said Answer, within twenty-one (21) days after service of this Summons upon you.

If you fail so to do, judgment by default will be taken against you for the relief demanded in said Complaint, which has been filed with the Clerk of said Court and a copy of which is hereto annexed and herewith served upon you.

Dated this 14th day of August, 2019.

Brent Baker, Esq.
Christopher B. Snow, Esq.

/s/ Christopher B. Snow
Clyde Snow, P.C.
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111
Tel: 801 433 2427
brb@clydesnow.com
cbs@clydesnow.com

Adam Gonnelli, Esq.
The Sultzer Law Group P.C.
280 Highway 35, Suite 304
Red Bank, NJ 07701
Tel: (845) 483-7100
Fax: (888) 749-7747
gonnellia@thesultzerlawgroup.com

RETURN OF SERVICE

State of Utah **County of SALT LAKE** **Third District Court**

Case Number: 190906369

Plaintiff:
BRIAN BAKER, ON BEHALF OF HIMSELF AND ALL OTHER SIMILARLY SITUATED
vs.
Defendant:
COMCAST CORPORATION

For: CHRISTOPHER B SNOW
CLYDE SNOW & SESSIONS

Received by ANDERSON INVESTIGATIONS, INC. on the 15th day of August, 2019 at 8:43 am to be served on **COMCAST CORPORATION, 1701 JFK BLVD., PHILADELPHIA, PA 19103.** I, Richard Scollon Jr., do hereby affirm that on the 16th day of August, 2019 at 2:20 p.m., executed service by delivering a true copy of the **SUMMONS & CLASS ACTION COMPLAINT** in accordance with state statutes in the manner marked below:

(✓) CORPORATE SERVICE: By serving Brittany Adams as Office Admin.

( ) POSTED SERVICE: By attaching a true copy of the above documents to a conspicuous place on the property described within.
( ) POSTED COUNTY: By posting a true copy of the above document at the _____ COUNTY RECORDER'S OFFICE.

( ) NON-SERVICE: As described in the comments below.

COMMENTS: _____

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was executed. Pursuant to Utah Code Annotated 78-B-5-705, I declare under criminal penalty that the foregoing is true and correct.

PROCESS SERVER # N/A
Appointed in accordance with State Statutes

ANDERSON INVESTIGATIONS, INC.
P.O. BOX 535
Salt Lake City, UT 84110
(801) 619-1110

Our Job Serial Number: 2019003151

EXHIBIT 3

JS 44 (Rev. 08/18)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

BRIAN BAKER, on behalf of himself and all others similarly situated.

(b) County of Residence of First Listed Plaintiff Salt Lake
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Brent R. Baker & Christopher B. Snow, Clyde, Snow & Sessions, 201 S. Main St, Ste. 1300, Salt Lake City, UT 84111 & Adam Gonnelli, Sultzer Law Group, 280 Highway 35, Ste. 304, Red Bank, NJ 07701

DEFENDANTS

Comcast Corporation

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

Michael A. Gehret, Snell & Wilmer L.L.P.
15 W. South Temple, Ste. 1200, Salt Lake City, UT 84101

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	☒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
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- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

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- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
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- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
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Habeas Corpus:
- ❒ 463 Alien Detainee
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- ❒ 820 Copyrights
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FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 485 Telephone Consumer Protection Act
- ❒ 490 Cable/Sat TV
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- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ❒ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ❒ 3 Remanded from Appellate Court
- ❒ 4 Reinstated or Reopened
- ❒ 5 Transferred from Another District *(specify)*
- ❒ 6 Multidistrict Litigation - Transfer
- ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. §§ 1332, 1441 and 1446

Brief description of cause:
Breach of contract for services

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
9/13/19

SIGNATURE OF ATTORNEY OF RECORD
/s/ Michael A. Gehret

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT 4

Michael A. Gehret (#11890)
Scott A. Wiseman (#16199)
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101-1004
Telephone: (801) 257-1900
Facsimile: (801) 257-1800
Email: mgehret@swlaw.com
swiseman@swlaw.com

Attorneys for Defendant Comcast Corporation

IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY, STATE OF UTAH

BRIAN BAKER, on behalf of himself and all others similarly situated, Plaintiff, vs. **COMCAST CORPORATION,** Defendant.	**NOTICE OF FILING NOTICE OF REMOVAL** Civil No. 190906369 Judge Barry Lawrence

Please take notice that, pursuant to 28 U.S.C. §§ 1441 and 1446, on this date Defendant Comcast Corporation filed a Notice of Removal in the United States District Court for the District of Utah. A file-stamped copy of the Notice of Removal is attached hereto as Exhibit 1.

DATED this 13th day of September, 2019.

Snell & Wilmer L.L.P.

/s/ *Michael A. Gehret*
Michael A. Gehret
Scott A Wiseman
Attorneys for Defendant Comcast Corporation

CERTIFICATE OF SERVICE

I hereby certify that on September 13, 2019, the foregoing **NOTICE OF FILING NOTICE OF REMOVAL** was delivered to all counsel for parties at interest in this cause by placing a true and correct copy of the same in the United States mail, postage prepaid, in a properly addressed envelope, and by email, as follows:

Adam Gonnelli, Esq.
THE SULTZER LAW GROUP P.C.
280 Highway 35, Suite 304
Red Bank, NJ 07701
Gonnellia@thesultzerlawgroup.com

and

Brent R. Baker
Christopher B. Snow
CLYDE SNOW & SESSIONS
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111-2216
brb@clydesnow.com
cbs@clydesnow.com

/s/ Michael A. Gehret

JS 44 (Rev. 08/18)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

BRIAN BAKER, on behalf of himself and all others similarly situated.

(b) County of Residence of First Listed Plaintiff Salt Lake
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Brent R. Baker & Christopher B. Snow, Clyde, Snow & Sessions, 201 S. Main St, Ste. 1300, Salt Lake City, UT 84111 & Adam Gonnelli, Sultzer Law Group, 280 Highway 35, Ste. 304, Red Bank, NJ 07701

DEFENDANTS

Comcast Corporation

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

Michael A. Gehret, Snell & Wilmer L.L.P.
15 W. South Temple, Ste. 1200, Salt Lake City, UT 84101

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

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Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
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Brief description of cause:
Breach of contract for services

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ❒ No

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(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
9/13/19

SIGNATURE OF ATTORNEY OF RECORD
/s/ Michael A. Gehret

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org