

EDWIN J. & KATHLEEN M. VALANT  
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EDWIN J. VALANT STATE BAR #3739

ARIZONA SUPERIOR COURT  
IN AND FOR THE COUNTY OF PIMA

EDWIN J. & KATHLEEN M.	)	No. C20154052
VALANT, husband and wife,	)	
	)	COMPLAINT - TORT
Plaintiffs,	)	(NON-MOTOR VEHICLE)
	)	
vs.	)	
	)	HON. RICHARD FIELDS
The DIRECTV GROUP, INC., a	)	
Delaware Corporation; et al.,	)	
	)	
Defendants.	)	
_____	)	

COME NOW the Plaintiffs, and allege:

1. That they are EDWIN J. & KATHLEEN M. VALANT, husband and wife; that they are residents of Pima County, Arizona, and were both married and resident at all times relevant herein; that the acts complained about were committed in said jurisdiction; EDWIN J. VALANT, Esq. an Officer of the Arizona Supreme Court, has given notification of the claim to and made demand of Defendant as representative of the marital community;

2. That Defendant The DIRECTV GROUP, Inc., is a Delaware corporation with its principal place of business being 2711 Centerville Rd. #400, Wilmington DE 19808; DIRECTV, LLC, is a foreign company whose address is 2230 W. Imperial Highway, El Segundo CA 90245; and CenturyLink Communications LLC, a foreign company whose address is 1801 California St., Denver CO 80202, all doing business in Arizona, at all

relevant times herein, acting alone and in concert with others, or through its subsidiaries doing business in said jurisdiction, and was at all times relevant herein; and includes its employees, agents representatives, designees, and anyone else empowered to act on its behalf; CenturyLink, LLC. is a foreign company acting as the billing and collections agent for the Defendants; Plaintiffs are informed and believe that CenturyLink is not liable hereunder, but reserves the right to serve it as additional facts are disclosed.

3. The DIRECTV Group, Inc. has advertised, marketed, distributed, or sold direct-to-home digital television services throughout the state; Defendants typically require consumers to agree to mandatory 24-month contract to receive programming. Defendants typically assess an 'early cancellation fee' against customers who cancel their subscription before the end of 24 months. Defendant's early cancellation fee is typically \$20.00 per month for each month remaining on a subscriber's agreement. After 24 months, Defendant's customers may become month-to-month subscribers. After the initial 24 month subscription period, Defendant substantially increase the monthly charges of their programming packages as much as 50 to 75 percent, and imposes an additional \$3 to \$5 per month increase in the cost of the programming package during the second year of the contract.

4. That the Defendants committed acts constituting violations of ARS Sec. 44-1521 et seq., consumer fraud, to wit: after KATHLEEN M VALANT had established a studio separate from the community residence in Sept., 2014, she contacted Defendant DIRECTV asking for the installation of basic television service. Defendant ignored her order and instead provided a CHOICE package. Thereafter, Defendant coerced KATHLEEN M VALANT into a contract of adhesion, representing that her electronic

signature was necessary to have the service initiated; that thereafter Defendant failed to bill KATHLEEN M. VALANT monthly, rather issuing two disconnect notices before billing arrived, while she made regular payments; to the present, KATHLEEN M. VALANT had varying television programming packages for 6 months before Defendants provided a basic programming package that she had ordered; the Defendant collected an early cancellation charge of \$167.00 against a deceased prior customer with whom she had a bank account; in doing so, Defendant lacked express informed consent, simply taking the money from a bank account which been previously paid by Debit ; and enrolled her in a negative option continuity plan with additional charges. Defendant has made clear its intention to pursue her for early cancellation charges from a later, arbitrary date, when she never agreed to any such early cancellation fee.

5. Defendants entered into an agreement with EDWIN J. VALANT to set a fee for a period of twenty-four months and then unilaterally raised the fee without advice, consent, or additional consideration Defendant DIRECTV repeatedly called EDWIN J. VALANT by phone after he had filed a consumer complaint with the Arizona Attorney General on behalf of KATHLEEN M. VALANT, until he instructed them to refrain, thereafter calling him in violation of ARS Sec. 13- 2918 et seq., even calling after written complaint and instruction to stop calls to discuss the written instruction to cease calling!

6. Neither Defendant's advertising, promotions nor contracts conveyed to Plaintiffs that customers are automatically enrolled in a negative option continuity plan with additional charges; that customers must affirmatively cancel the negative option

continuity plan to avoid additional charges; Defendant use customers' credit, debit and charge authorizations without specific authority for any charge they care to make; and Defendant is free to increase a monthly charge unilaterally during a supposed 'contract period.'

7. In short, Defendant acts unilaterally, as though no contract exists, and create whatever rule or condition it may wish to impose, while holding Defendants to a strict contract, alterable at Defendant's whim;

8. Plaintiffs have been financially damaged by Defendant's intentional torts and have suffered great emotional pain and suffering thereby.

9. The Federal Trade Commission (hereinafter FTC) has filed suit against DIRECTV et al. in United States District Court, Northern District of California, San Francisco Division, #3:15-cv-01129; the FTC is complaining about violation of the FTC Act and the ROSCA for injunctive relief; the FTC alleges that many of the same acts complained of by Plaintiffs herein are illegal under cited United States Federal law as well as explicitly cited by ARS Sec. 44-1523(C), 15 U.S.C. Sec. 45,52, and55(a)(1).

WHEREFORE, PLAINTIFFS DEMAND:

1. That Defendant pay damages for the additional amounts obtained in violation of law by Defendants and paid by Plaintiffs during their terms of service with the Defendant;

2. That the court assess punitive damages under ARS Sec. 44-1531, \$10,000.00 for each count of consumer fraud, in an amount to be set by the court as reasonably calculated to deter any other service provider situated similarly to Defendant from similar to those of Defendant, but in no case less than \$6,000.00 or

more than \$50,000.00;

3. For their costs incurred herein.

4. To cancel their respective arrangements with Defendant;

5. That the Court take judicial notice of the FTC proceedings in United States District Court on behalf of all citizens of the United States to apply *a fortiori* to the Plaintiffs and violations of United States Federal laws constitute forbidden acts and thereby violations of The Arizona Consumer Protection Act as a matter of collateral estoppel against Defendants.

6. For such other and further relief as may seem just and equitable in the premises.

RESPECTFULLY SUBMITTED this \_1st\_\_\_ day of \_Sept\_\_\_\_\_, 2015.

\_\_\_\_\_/s/\_\_\_\_\_  
KATHLEEN M. VALANT  
Plaintiff Pro Per

\_\_\_\_\_/s/\_\_\_\_\_  
EDWIN J. VALANT, Esq.  
Plaintiff Pro Per