

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

2014CP400

Don Boyd,
Doe User,
Plaintiffs,

Verizon Wireless,
Verizon Wireless Telecom,

Defendants.

Civil Action No.: (to be assigned)

VERIFIED
COMPLAINT

RECEIVED

AUG 08 2014

SC Court of Appeals

FILED
AUG 11 11 59 AM '14
CLERK OF COURT
SOUTH CAROLINA
RICHLAND COUNTY

I, DON BOYD, AFFIRM, DEPOSE AND STATE that I am the Plaintiff in the above-entitled case, and that the following is based upon my personal knowledge and is true and correct.

VERIFIED COMPLAINT

I. STATEMENT OF JURISDICTION

I, Don Boyd, Plaintiff, reside in the county of Richland within the state of South Carolina ("SC") and entered contract with Defendant Verizon Wireless or Verizon Wireless Telecom located and conducting business within the county of Richland. Defendant Verizon Wireless or Verizon Wireless Telecom also breached same contract and otherwise injured Don Boyd Plaintiff through fraud within the county of Richland

(“Richland County”). Richland County having jurisdiction, I, Don Boyd Plaintiff, respectfully demand a trial by jury in a court of Richland County. I consent to Richland County Magistrate Judge presiding.

II. STATEMENT OF PREVIOUS LAWSUITS

Plaintiff has not before sued Defendants for described claims.

III. STATEMENT OF PARTIES

PLAINTIFFS

Don Boyd

WITHHELD
COLUMBIA, SC
TRANSMISSION

Doe User*
Columbia, SC

DEFENDANTS

Verizon Wireless
c/o
C.T. Corporation
2 Office Park Court
Suite 103
Columbia, SC 29223

Verizon Wireless Telecom
c/o
C.T. Corporation
2 Office Park Court
Suite 103
Columbia, SC 29223

*identity undisclosed at time of filing Verified Complaint

IV. STATEMENT OF CLAIM

1. On or about December 7, 2007, I entered mobile telephone service agreement with Verizon Wireless or Verizon Wireless Telecom (“Verizon”) at Verizon store located in the 7000 block of Two Notch Road, Columbia, SC 29223.
2. Agreement was a “Family Share” calling plan providing a primary service number and two to three alternate mobile telephone lines chargeable to the primary under contract.
3. Circa January to February 2008, user of alternate telephone line (“User”) incurred hidden fees for downloaded products due to misrepresentation and fraudulent concealment on part of Verizon as to the *actual*–“megabyte-adjusted”–cost of downloaded products.
4. Verizon’s misrepresentations and fraudulent concealment resulted in hidden charges of \$1,186.28 on \$150.00 of merchandise, due March 2, 2008 (Exhibit **1.01**).
5. February 2008 statement listed a number of downloaded items and their prices, the total of which was approximately \$150.00 and not \$1,186.28 (or “\$1200.00” for a round figure), (Exhibit **1.21, 1.22**).

6. Never having downloaded products from Verizon personally and not yet having spoken with User, I promptly contacted Verizon billing department in writing, (a) pointing out Verizon's non-disclosure of true prices in the monthly statement (Exhibit **1.10, 1.21, 1.22**) *after-the-fact* (b) led me to suspect Verizon's concealment *prior* to purchase, and (c) stating I would promptly contact Verizon after inquest with User (Exhibit **2.2**).

7. **Upon furnishing** User with the monthly statement **and observing User**, User immediately claimed error and impossibility, and demonstrated disbelief and outrage that Verizon apparently was trying to cheat and scam me

8. (User subsequently demonstrated shame and hurt for Verizon having brought hurt on *me* by tricking User.) as having scammed and made a fool of User, and,

9. unwittingly, User described to me exactly what I had already surmised from the monthly statement without need of User inquest:

10. That is, before and at purchase, Verizon disclosed to User only the prices listed in the monthly statement (causing User to rely and believe each was the total price of each item) and did not disclose any additional charges before and at purchase:

11. IN FACT, February statement itself declares the prices stated for the items are the “total” prices for them (Exhibit 1.21, 1.22).

12. **Upon my investigation with User**, User explained to me there also were no disclaimers else User would not have purchased the nonessential entertainment products.

13. User also stated to me that User understood the posted costs were the total costs of the items and User had every intention of paying the posted value of the items (which essentially was \$150.00)

14. but could in no wise pay for \$1200.00 worth of product

15. and that User never would have purchased \$1200.00 in downloads under somebody else’s account for an amount User could not possibly pay

16. and furthermore would not have purchased advertised items at all—or

would not have purchased more than \$150.00 worth—had the true (total) prices been disclosed at or before purchase

17. [i.e., “but for” Verizon having misrepresented the cost of the items].

18. As I eyed User navigation through the phone screens from item descriptions unto purchase/check out screen, it was obvious there were no postings of additional charges: The only prices shown were the prices listed on February statement (Exhibit 1.21, 1.22), the relatively low purchase prices for each item totaling approximately \$150.00 for them all—as I had figured all along,

19. as I have never known User to run up bills User cannot pay; that is simply not the type of person I know User to be.

* * * * *

20. Soon after investigation, I wrote Verizon a second time, stating what I found upon investigation of User (¶18), stating I agree to pay the \$150.00 (Exhibit 3.0).but no more and in no wise would pay- and had no intention of paying- \$1200.00 for items sold by

concealment and misrepresentation and fraud and trickery and advantage of a trusting, face-value User.

21. Having set the record straight, I reasonably believed Verizon would remove charges exceeding posted cost,
 22. but, instead, circa March 17, 2008, Verizon representative telephoned me to “muscle” and intimidate \$1200.00 from me, although Verizon’s own “total” February statement belied representative’s falsehoods (Exhibit **1.21**, **1.22**).
 23. And, instead, Verizon arrived to me, circa April 15, 2008, an April 10 2008 letter stating I must pay the full amount incurred and induced by Verizon’s fraudulent representations and fraudulent concealment
 24. else suffer termination of Verizon service as well as damage to my credit reputation (Exhibit **4.1**, **4.2**).
-

25. That being an unreasonable demand, Verizon therefore breached the contract for mobile services or coerced me to breach the contract, either of which constitutes a breach of contract accompanied by a

fraudulent act, as well as fraud, misrepresentation, fraudulent concealment, negligent misrepresentation, unfair trade practice, etc.

26. And rather than receiving a monthly statement (April) reflecting the charges removed or a letter stating *upon our investigation we, too, found that User reasonably would have understood to owe no more than the clearly posted charges* or the like...

27. Verizon cut off my cellular service circa **April 17, 2008** (Exhibit 5.1);

28. Verizon subsequently reported nonpayment on my credit report,

29. damaging my credit and reputation,

30. knowing full well that Verizon had trumped or fabricated the charges, rather, from Verizon's attempt to gouge me through fraud.

31. Ere contracting, Verizon intended to: breach or induce it; defraud:

32. Further, the price switching is a scheme of Verizon and Verizon employees for scamming customers and increasing Verizon profits.

33. Further, February statement charged the correct and "total" price all along, and the additional charges are of an after-the-fact scam on

part of opportunists within Verizon.

34. Further, same Verizon employee scam is known and authorized and incentivized if not coerced by Verizon and Verizon management
35. and is deceptive, immoral, unethical, offends public policy, etc.,
36. and is and was repeated over and again,
37. and constitutes an unfair trade practice.

* * * * *

38. As a result of Verizon's scam, hurt and embarrassed User ever since has stayed away, avoids my company and telephone calls,
39. and, all words and phrases related to telephony—"cell phone" especially, or "call" even—thereafter have become charged and heavy and emotional words whose mention creates User anxiety (and more avoidance),
40. regardless that User and I still live in visiting proximity,
41. regardless of my outreach or explanations to User that I never blamed User but early perceived what Verizon did against blameless User,
42. and that none of it ever changed my friendship and faith in User.

V. STATEMENT FOR RELIEF

I ask Court to award me relief for fraud, misrepresentation, breach of contract accompanied by fraudulent act, breach of contract, fraudulent concealment, fraud in the inducement, negligent misrepresentation, unfair trade practices, loss of companionship/camaraderie, negligence, negligent supervision, and other herein described offenses, and for all other relevant offenses and deprivations and breaches of statutes and ordinances and laws that I a non-lawyer have not herein named.

VI. DEMAND

43. I respectfully demand a jury trial and awards trial by jury.

44. I am demanding judgment and monetary award for damages, pain and suffering, punitive remuneration etc. and any other compensations—monetary, in property and in real property—that I am entitled to by law that I, a lay person unskilled in matters of law, have not mentioned.

45. Considering immeasurable loss of friendship and camaraderie;


Considering that Verizon's odious and fraudulent profit scam

is a lucrative unfair trade practice perpetrated repeatedly by Verizon employees under sanction of Verizon and Verizon management, it is fair that Plaintiff respectfully demand award of at least \$11,860,000.00; as well as choice and change of Verizon mobile service plan and equipment at no charge to Plaintiff, heir and assignee ("They"), for as long as Plaintiff then They shall live, through all evolution (mergers, etc.) and incarnations and vestiges of Verizon and "Verizon."

46. I respectfully demand treble and other multiple damages.

47. This judgment award is to be expanded for multiple counts of claims.

In the interest of Justice, Sincerely,


Don Boyd, pro se

WITHHELD
FOR INTERNET
TRANSMISSION
Columbia, SC

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

FURTHER AFFIANT SAYETH NOT.

Signed this 11th day of April, 20 14.


Signature of Plaintiff

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account	Account Number	Date Due
		03/02/08
	Invoice Number	

DON
COLUMBIA, SC 292

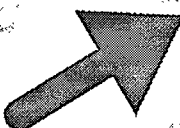
Quick Bill Summary

Jan 08 - Feb 07

Previous Balance (see back for details)	\$167.73
Payment - Thank You	-\$173.00
Credit Balance	-\$5.27
Monthly Access Charges	\$147.95
Usage Charges	
Voice	\$2.98
Data	\$1,185.29
Verizon Wireless' Surcharges and Other Charges & Credits	\$4.41
Taxes, Governmental Surcharges & Fees	\$11.66
Total Current Charges	\$1,352.29

Total Charges Due by March 02, 2008 \$1,347.02

Pay from Wireless	Pay on the Web	Questions:
	My Account at www.verizonwireless.com	1 800 922 0204 or *611 from your wireless



Bill Date
Account Number
Invoice Number

February 07, 2008

DON
COLUMBIA, SC 292

Total Amount Due by March 02, 2008

Make check payable to Verizon Wireless
Please return this remit slip with payment

\$1,347.02

\$

PO BOX 660108
DALLAS, TX 75266-0108

Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

Exhibit 1.01

Summary for Don [redacted]: 803-6[redacted]-[redacted]

Your Calling Plan

Nationwide Select Family Share Pri 1400 Any
 Uni N&W+In+Msg \$110 S4975-1107
 (see pg.3)

Natl IN Calling-Unlim
 Unlimited IN Calling minutes

Uni Night & Weekend Min
 Unlimited OFFPEAK

Uni Text Messaging
 Unlimited IN TXT
 Unlimited TXT Message

Pay As You Use Megabyte Data
 \$1.99 per megabyte

Uni Picture/Video MSG
 Unlimited monthly PIX-FLIX

Charges

Monthly Access Charges

Current Calling Plan Add'l Line 02/08 - 03/07 9.99
 TEC Insurance - Asurion 02/08 - 03/07 5.99
\$15.98

Usage Charges

Voice 2.98
 Data 1,183.30
\$1,186.28

Verizon Wireless' Surcharges

Fed Universal Service Charge .28
 Regulatory Charge .07
 Administrative Charge .70
\$1.05

Taxes, Governmental Surcharges and Fees

SC State E911 Fee .61
 SC State Sales Tax .90
 Richland Cnty Sales Tax .15
\$1.66

Total Current Charges for 803-6[redacted]-[redacted] **\$1,204.97**

Usage Charges

Voice	Allowance	Used	Billable	Cost
SharePlan	minutes 1400 (shared)	657	--	--
IN Calling	minutes unlimited	175	--	--
Night/Weekend	minutes	575	--	--
411 Connect	calls	2	2	2.98
Total Voice				\$2.98

Data

Unbilled Usage from Previous Months

Get It Now Downloads	downloads			
	--	1	1	--

Current Data Usage

TXT Messaging	messages	unlimited	149	--	--
Unlimited IN TXT	messages	unlimited	525	--	--
PIX-FLIX Messaging	messages	unlimited	25	--	--
Get It Now Downloads	downloads	--	22	22	80.84
V CAST Music Purchases	purchases	--	35	35	69.65
Megabyte Usage	megabytes	--	519	519	1,032.81
Total Data					\$1,183.30

Total Usage Charges \$1,186.28

Detail for Don [Redacted]: 803-6[Redacted]-201

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/07	6:12P	803-3 [W]	Peak	PlanAllow	Columbia SC	Columbia SC	6	--	--	--
2/07	6:39P	803-3 [W]	Peak	PlanAllow	Columbia SC	Columbia SC	1	--	--	--
2/07	6:40P	803-6 [W]	Peak	IN Allow	Columbia SC	Mobile CL	6	--	--	--
2/07	6:47P	803-6 [W]	Peak	IN Allow	Columbia SC	Mobile CL	5	--	--	--
2/07	8:47P	803-3 [W]	Peak	PlanAllow	Columbia SC	Columbia SC	2	--	--	--

Data

Date	Time	Usage Type	Description	Min.	Application Price	Total
1/07	9:39P	Get It Now Download	V CAST Music Player	--	--	--
1/08	11:38A	Get It Now Download	VZW Tone Deluxe	--	--	--
1/09	3:21P	Get It Now Download	VZW Tone Deluxe	--	--	--
1/09	3:23P	Get It Now Download	VZWTONE VZW Tone	--	5.49	5.49
1/09	3:28P	Get It Now Download	VZWTONE	--	2.99	2.99
1/09	3:31P	Get It Now Download	VZWTONE	--	2.99	2.99
1/09	3:36P	Get It Now Download	VZWTONE	--	2.99	2.99
1/09	3:38P	Get It Now Download	VZWTONE	--	2.99	2.99
1/09	3:39P	Get It Now Download	VZWTONE	--	2.99	2.99
1/09	5:50P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:00P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:04P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:28P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:37P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:45P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:47P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:54P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	6:57P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	7:00P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	7:12P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	7:17P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/09	8:59P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	1:15P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	5:57P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	6:02P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	6:04P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	6:08P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	6:09P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/11	6:14P	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/14	6:27P	Get It Now Download	Mobile IM	--	--	--
1/15	12:46P	Get It Now Download		--	7.99	7.99
1/15	12:47P	Get It Now Download		--	5.99	5.99
1/16	3:09A	Get It Now Download		--	3.99	3.99
1/16	12:59P	Get It Now Download		--	--	--
1/19	5:21P	Get It Now Download		--	3.49	3.49
1/19	5:29P	Get It Now Download		--	2.99	2.99
1/20	6:15A	Get It Now Download		--	--	--
1/21	10:42A	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/21	10:44A	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/21	10:46A	V CAST Music Purchase	AUDIO	--	1.99	1.99
1/21	11:22A	Get It Now Download		--	3.99	3.99
1/21	4:13P	Get It Now Download		--	7.99	7.99
1/21	4:18P	Get It Now Download		--	7.99	7.99
1/21	4:43P	Get It Now Download		--	7.99	7.99

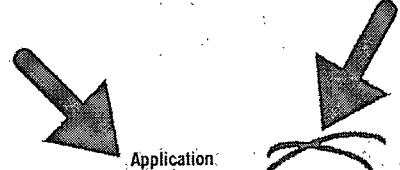
Exhibit 1.21

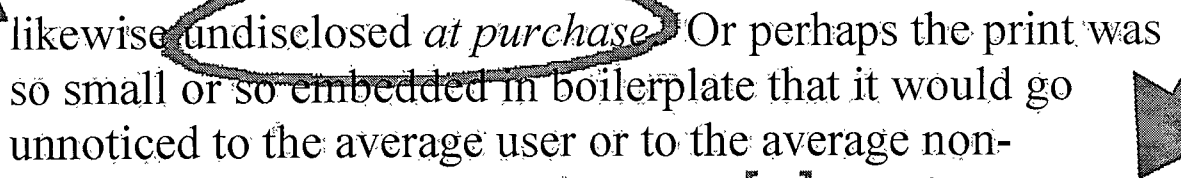
Detail for Don: 803-6-201

Data, continued

Date	Time	Usage Type	Description	Min.	Application Price	Total
1/23	8:55P	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/23	8:57P	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/23	8:59P	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/25	4:45P	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/25	4:47P	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/26	1:44A	Get It Now Download	VZ Navigator	---	---	---
1/26	3:56P	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/27	12:03A	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/27	12:12A	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/27	12:17A	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/27	12:46A	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/27	12:49A	V CAST Music Purchase	AUDIO	---	1.99	1.99
1/27	12:59A	V CAST Music Purchase	AUDIO	---	1.99	1.99
2/05	7:33P	Get It Now Download		---	7.99	7.99

DUPLICATE





likewise undisclosed at purchase. Or perhaps the print was so small or so embedded in boilerplate that it would go unnoticed to the average user or to the average non-computer/web-savvy user, which my [w] user is. At any rate, that is a very important disclosure, since the megabyte-adjusted price is the “real price” of the item.

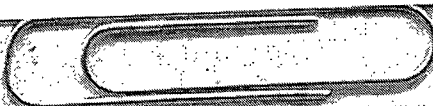
I will surely pay the application prices, as [w] user acknowledges he knew he was being charged those prices. I am still investigating the disclosure matter at this time and will have user walk me through the sites where he got the downloads so I can observe him and see from his perspective, and, I will get back with you.

I am looking forward to continued business with Verizon Wireless.

Sincerely,



Don Boyd



UNITED STATES
POSTAL SERVICE

CUSTOMER'S RECEIPT

KEEP THIS
RECEIPT FOR
YOUR RECORDS

PAY TO

Boyp Daw

ADDRESS

~~WITTINGTON~~

C.O.D. OR
USED FOR

~~WIRE TRANSFER~~
applications

SEE BACK OF THIS RECEIPT
FOR IMPORTANT CLAIM
INFORMATION

NOT
NEGOTIABLE

SERIAL NUMBER

11468587702

YEAR, MONTH, DAY

2008-03-29

POST OFFICE

292 [W]

AMOUNT

\$ 150.00

CLERK
0018



UNITED STATES
POSTAL SERVICE

POSTAL MONEY ORDER

SERIAL NUMBER

11468587702

YEAR, MONTH, DAY

2008-03-29

POST OFFICE

292 [W]

U.S. DOLLARS AND CENTS

150.00

AMOUNT ONE HUNDRED FIFTY DOLLARS & 00/100 *****

PAY TO

VERIZON WIRELESS

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
SEE REVERSE WARNING

ADDRESS

FROM

CLERK
0018

C.O.D. NO. OR
USED FOR

applications/downloads

ADDRESS

1:000000800 21:

1146858770 211



26935 Northwestern Hwy Ste 100 - CFS
Southfield MI 48033

FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
VERIZON
WIRELESS

BILLING STATEMENT ENCLOSED

00
DON
COLUMBIA SC 29

WYLLIETHIP
BOYS
COLUMBIA SC 29

14.508

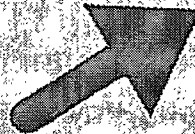


Exhibit 4.1

verizonwireless

26935 Northwestern Hwy Ste 100 - CFS
Southfield MI 48033

04/10/08

00
11
DON BOYD
COLUMBIA SC 29

ACCOUNT NUMBER: 0-2-[w] 00 BALANCE DUE: \$1,343.66

URGENT DISCONNECT WARNING!

Dear Verizon Wireless Customer:

This is formal notification that your Verizon Wireless service will be permanently disconnected unless the seriously past-due balance on this account is paid in full immediately.

Your service was previously suspended when your account became seriously past-due. Now if your account is permanently disconnected, you may lose your wireless number and be responsible for additional costs, including any applicable early termination fees.

In addition, your credit rating may be negatively impacted.

To avoid this action you must pay the above amount or call us immediately at 1-866-266-1445.

For your convenience, you can pay by phone by dialing our toll free number below. We accept checks, debit cards and most major credit cards. Payments can be made 24 hours a day, free of charge.

The past due balance must be paid in full to re-activate your account.

Verizon Wireless Customer Financial Services
1-866-266-1445

DETACH HERE AND RETURN FOR TIMELY PAYMENT PROCESSING

Please include your account number(s) on your check:

Account Number: 0-2-[w] 00
Market Code: 0009
Total Balance: \$1,343.66 Amount of Payment _____

Electronic Fund Transfer (EFT): Your check authorizes us either to make a one-time EFT from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1-866-544-0401. If payment is returned unpaid, you authorized us to collect an additional \$25 fee through EFT from your account.

DON BOYD
COLUMBIA SC 29

P. O. Box 660108
Dallas, TX 75266-0108



[withheld]

[withheld]

Exh'b't 4.2

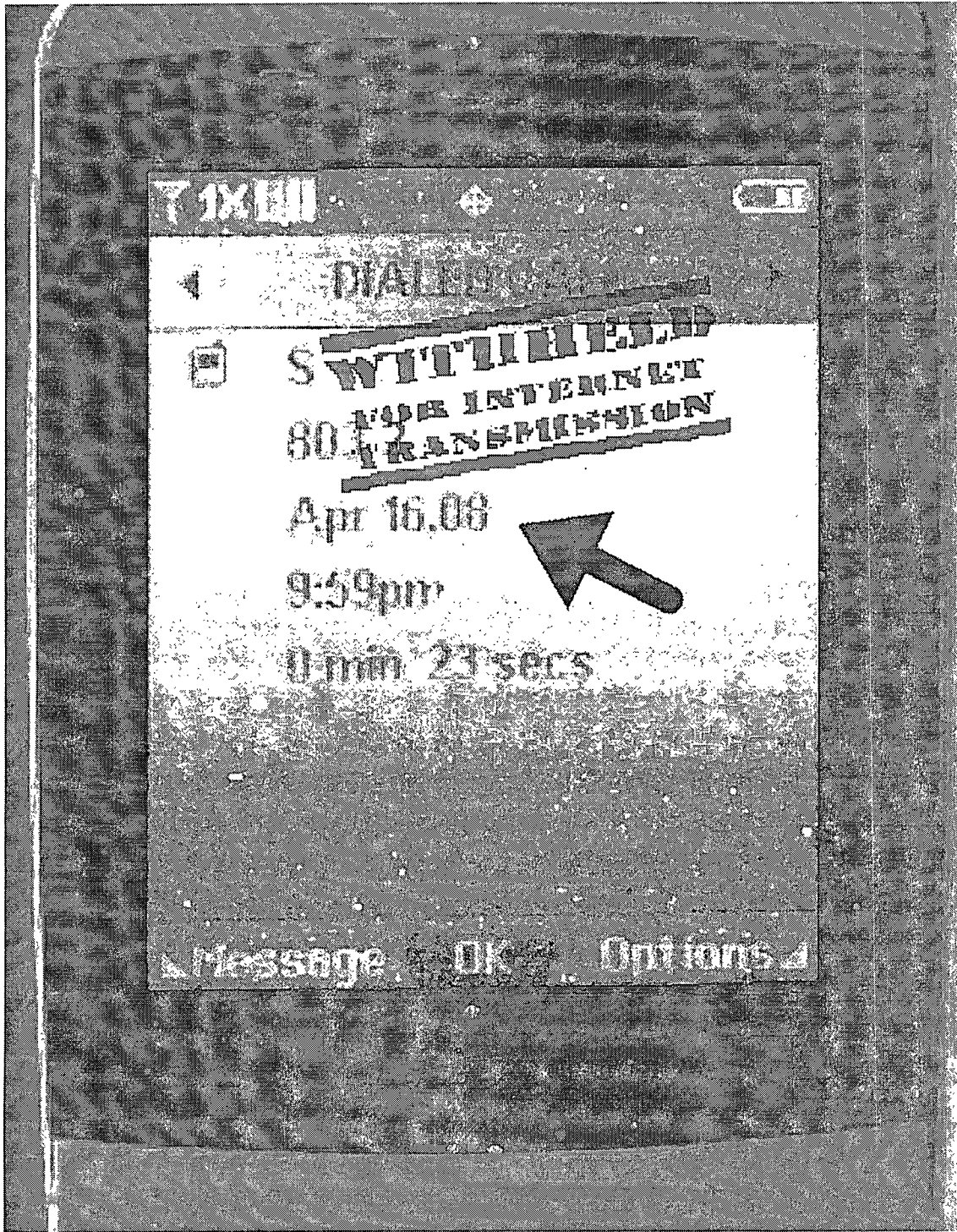


Exhibit 5.1



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

July 30, 2014

Don Boyd



Re: Don Boyd v. Verizon Wireless
Appellate Case No. 2014-001420

RECEIVED

AUG 08 2014

SC Court of Appeals

Dear Mr. Boyd:

You must send a copy of your proposed complaint within 10 days of the date of this letter or your appeal will be dismissed.

Very truly yours,

V. Claire Allen, Deputy

CLERK