

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
MICHELLE A. HENRY	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
and	:	
	:	
DAVID DAVIS, individually and as	:	
OWNER of DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
Defendants.	:	

For Plaintiff: Mark W. Wolfe
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 772-3558
Facsimile: (717) 705-3795
Email: mwolfe@attorneygeneral.gov

For Defendant: David Davis
1218 SW 20th Avenue
Cape Coral, Florida 33991

COMPLAINT IN EQUITY
Submitted by the Commonwealth

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION

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DAVID DAVIS, individually and as	:	
OWNER of DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service of
The York County Bar Association
(Attorney Connections)
York County Bar Center
137 East Market Street

York, PA 17401
Telephone No. (717) 854-8755

**EN LA CORTE DE ALEGATOS COMÚN DEL CONDADO DE YORK,
PENNSYLVANIA
DIVISIÓN CIVIL**

Conforme a PA RCP Núm. 1018.1

USTED HA SIDO DEMANDADO EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrado por escrito una apariencia personalmente o pur un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otra reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAMA POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACIÓN ACERCA AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Servicio de Referido a Abogado
Colegio de Abogados del Condado de York
(Abogado Conecciones)
Calle Market #137 Este
York, PA 17401
Teléfono: (717) 854-8755

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
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DAVID DAVIS, individually and as	:	
OWNER of DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
Defendants.	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry (hereinafter “Commonwealth” and/or “Plaintiff”), which brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (hereinafter “Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or

deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law; namely, the disgorgement and forfeiture of all profits which Defendants have derived as a result of their unfair and deceptive acts and practices set forth in this Complaint. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein.

In support of this action, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa.C.S. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1), (2) and (3).

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry, with offices located at Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120.

4. Defendant Davis Communications Internet Incorporated (hereinafter “Defendant Davis Communications” and/or, collectively, one of the “Defendants”) is registered as a Pennsylvania domestic business corporation with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations, Corporations Section (hereinafter “Corporations Bureau”), with a registered business address of 100 Nolan Drive, York, Pennsylvania 17404.

5. Defendant David Davis (hereinafter “Defendant David Davis” and/or, collectively, one of the “Defendants”) is an adult individual with a last known address at 1218 SW 20th Avenue, Cape Coral, Florida 33991.

6. Defendant David Davis is the Owner of Defendant Davis Communications.

BACKGROUND

7. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania, including and especially York County, by advertising, marketing, offering, selling and performing the provision of internet service, including the provision and installation of modems, routers and the like.

8. Defendants conducted this business from a location at 100 Nolan Drive, York, Pennsylvania 17404.

9. During times relevant and material hereto, Defendants also conducted this business or else represented themselves as conducting this business from 212 Barrington Court, Palmyra, Pennsylvania 17078 and 155 Dean Street, Phoenixville, PA 19460.

10. At all times relevant and material hereto, Defendant David Davis approved, endorsed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted as the Owner of the business entity David Davis Communications Internet Incorporated.

11. The unlawful acts and practices complained of herein were carried out pursuant to Defendant David Davis' direction and control, and Defendant David Davis directly participated in such unlawful acts and practices.

12. On or about November 23, 2020, Defendant David Davis established Defendant Davis Communications as a Domestic Business Corporation with the Corporations Bureau.

13. From at least January 2020, Defendants have subscribed to internet plans of large telecommunications companies intended for businesses to provide internet access to their employees.

14. Thereafter, in violation of the terms of these internet plans, Defendants resold internet services to consumers under the name "Davis Communications." True and accurate, redacted copies of Monthly Auto Draft Payment Agreements and an Agreements for Residential Services between Defendants and a Pennsylvania consumer are attached hereto and incorporated herein as **Exhibit A**.

15. Defendants maintained a now-defunct website which they used to advertise their business to consumers searching online for internet service providers in and around York County. Consumers also learned about Defendants via word of mouth.

16. Defendants largely targeted consumers who lived in rural areas, where internet access options are often slower, limited and/or expensive.

17. Consumers were charged between at least \$59.99 and \$105.99 per month for this service.

18. Upon enrolling a consumer as a participant in their internet plan, Defendants would procure equipment including modems, SIM cards and the like, which Defendants would install at consumer's homes for a fee, often totaling several hundreds of dollars.

19. Defendants represented to consumers that they were a legitimate provider of internet services, including but not limited to "LTE high-speed internet" and "Truly Unlimited Service." **See Exhibit A.**

20. On several instances between October 2021 and March 2022, consumers who had enrolled with Defendants experienced internet outages.

21. In many cases, multiple consumers experienced outages on the same day.

22. Despite the failure of Defendants to restore internet access, many of these consumers were automatically billed for services not provided.

23. In many cases, Defendants either ignored requests for refunds or else refused these requests, accusing the consumer of engaging in "data abuse," against the terms of service contained in their Agreement for Residential Services.

24. In actuality, the true cause of these internet outages was Defendants' own impermissible arrangement.

25. Internet service outages experienced by consumers who contracted with Davis Communications did not experience "interruptions" in service through either temporary connectivity issues or so-called "data abuse" by individual consumers.

26. In the Agreements for Residential Services which expressly prohibit "data abuse," this phrase is poorly and imprecisely defined as "purposefully push[ing] limits or conduct[ing] known illegal activity like torrenting etc." [sic] and "consistently burn[ing] through over 500+GBs [gigabytes]/mo." **See Exhibit A.**

27. This prohibition of "data abuse" is, confusingly, contained within a section of the Agreement for Residential Services titled "Truly Unlimited Service Tier 1." **See Exhibit A.**

28. Instead of restoring service to the same account after a temporary interruption, internet service was in certain instances entirely terminated by the telecommunications company, at which point Defendants would either mail consumers a new SIM card, essentially "restoring" internet service by creating an entirely new account, or falsely claiming that Defendants no longer provided services in the consumer's area.

29. Defendants' own Agreements for Residential Services serve as evidence that Defendants' representations about the causes of outages were false: In the section prohibiting "data abuse," Defendants state that consumers who allegedly "abuse" the data limits of Defendants' "Truly Unlimited" service plans "could be asked to split [their] usage between two accounts." **See Exhibit A.**

30. In other instances, Defendants terminated internet service for reasons of personal financial expediency rather than for any violations of their Agreements for Residential Services or for any other legitimate business purpose.

31. The Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter “Bureau”) has received numerous consumer complaints regarding Defendants’ business practices which serve to establish the pattern of unfair and deceptive conduct set forth herein.

32. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and who have also been harmed due to the methods, acts and practices of Defendants, which include, but are not limited to, those as alleged herein.

33. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts and practices of the Defendants, as complained of herein and as hereafter set forth. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

**COUNT I – DEFENDANTS DECEIVED CONSUMERS BY PASSING OFF THE
PRODUCTS OF OTHER COMPANIES AS DEFENDANTS’ OWN**

34. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

35. Defendants have engaged in “trade” and “commerce” within the meaning of the Consumer Protection Law, 73 P.S. § 201-2(3), by entering into contracts with Pennsylvania consumers for the provision of internet services.

36. Defendants represented that internet access was provided and under the control of Defendant Davis Communications.

37. In actuality, Defendants were themselves subscribers to an internet service plan provided by telecommunications companies which were intended to be used by businesses to provide internet access to employees.

38. Contrary to the intended use of such telecommunication company plans and expressly prohibited by its terms, Defendants resold internet access to consumers under the guise of being Defendants’ own services.

39. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, including, but not limited to, the following:

- a. Section 201-2(4)(i), passing off goods or services as those of another;
- b. Section 201-2(4)(ii), causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services; and
- c. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-2(4)(i), (ii) and (xxi) and § 201-3.

40. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

41. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on Defendants' behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;

C. Directing Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices set forth in this Complaint;

D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

F. Permanently enjoining Defendant, in any capacity, from offering for sale the provision of internet services to Pennsylvania consumers;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

**COUNT II – DEFENDANTS MISREPRESENTED THE REASONS FOR
INTERRUPTIONS IN INTERNET SERVICE AND FAILED TO PROVIDE REFUNDS
FOR PERIODS OF INTERRUPTED SERVICE**

42. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

43. In communicating with consumers, Defendants made representations suggesting that interruptions or outages of internet services were within Defendants' control and were the result of either discontinuance of service to the area(s) in which the consumer resided or else a deliberate sanction for "data abuse."

44. In reality, such interruptions or outages of internet services were either not within Defendants' control or else were caused by Defendants for reasons of personal expediency and not a legitimate business purpose.

45. Consumers were enrolled in "auto pay" arrangements with Defendants through which their accounts and/or credit cards would automatically be charged on the first day of each month for the internet services which would be provided during that month. **See Exhibit A.**

46. In certain instances, Defendants would refuse to refund these automatic charges to consumers experiencing interruptions in internet services, accusing the consumers of engaging in "data abuse," an imprecise and confusing phrase.

47. In other instances, Defendants would ignore requests to refund these automatic charges.

48. The aforesaid methods, acts or practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, including, but not limited to, the following:

- a. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and
- b. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-2(4)(v) and (xxi) and § 201-3.

49. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

50. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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C. Directing Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices set forth in this Complaint;

D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

F. Permanently enjoining Defendant, in any capacity, from offering for sale the provision of internet services to Pennsylvania consumers;

G. Requiring Defendants to pay the Commonwealth's investigation and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
Attorney General

Date: 2/23/24

By:

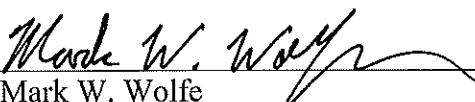

Mark W. Wolfe
Deputy Attorney General
PA Attorney I.D. No. 327807
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Strawberry Square, 15th Floor
Harrisburg, PA 17120
Telephone: 717-772-3558
Email: mwolfe@attorneygeneral.gov
Attorney for Plaintiff

EXHIBIT A



Monthly Auto Draft Payment Agreement

Customer Name: [REDACTED]	Services Ordered: LTE Highspeed Internet	
Account # :	Services Ordered/Pricing: \$59.99 first 24 months, \$59.99 on going plus tax and equipment	
Date of Auto Debit Payment: Auto Debit Begins on the 1st (Day) March (Month) 2020 (Year)		
Name on Card: [REDACTED]		Phone:
Billing Address: [REDACTED] Pa		Zip Code: [REDACTED]
Credit/Debit Card Number: [REDACTED]	Expiration: [REDACTED]	3 Digit Code: [REDACTED]
<p>I hereby authorize Davis Communications to charge my credit card \$59.99 (Promotional Rate) for a term of 24 months + equipment (unless equipment was purchased), fee's and taxes. Ongoing rate of \$59.99 + equipment (unless equipment was purchased) and taxes after promo period has expired. 10 day money back guarantee, Less \$1.00 per gb used.</p> <p>This payment agreement will remain in effect until I give my notice in writing via e-mail to Info@DavisCoPA.com my intent to cancel services. If any equipment is not returned to Davis Communications I understand I will be charged \$250 for the modem & \$115 for router for the un-returned equipment if not within 30 days of canceling service. Unless the equipment was purchased outright and not leased.</p> <p>Any balance on my account will also be charged to this card on file if any balance is owed along with any equipment that is not returned within 30 days of canceling service. Unless equipment was purchased. After 24 months agreement contract goes month-to-month and and if I wish to cancel my services I will do so in writing to info@DavisCoPA.com at least 5 business days prior to my next auto-draft payment.</p>		
Cardholder Signature [REDACTED]		Date: 01/30/2020

Davis Communications
212 Barrington Court, Palmyra, PA 17078
www.DavisCoPA.com
Info@DavisCoPA.com
717-708-7356

DAVIS COMMUNICATIONS AGREEMENT FOR RESIDENTIAL SERVICES

ABOUT THIS AGREEMENT, OUR SERVICES AND YOUR RIGHTS

Davis Communications Service(s) will be provided to you and all persons who use the service and/or Davis Communications equipment ("you" or "your") on the terms and conditions set forth in this agreement (the "agreement") and any applicable tariffs, service guides, posted policies and procedures, by an operating subsidiary or affiliate of Davis Communications providing such service ("Davis Communications" "we" "us" "our"). For purposes of this agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Davis Communications

You may not modify this agreement by making any typed, handwritten or any other changes for any purpose.

Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

GENERAL TERMS AND CONDITIONS

- **ACCEPTANCE OF THIS AGREEMENT**
- If you use or otherwise indicate your acceptance of the service(s) you have accepted this agreement and agree to be bound by its terms.
- **WARRANTY**
- **A. Warranty covers all equipment for the entire term as long as the account is active and paid up to date.**
- **CHARGES AND BILLING**
- **B. Charges, Fees and Taxes You Must Pay.** You agree to pay all charges associated with the service(s), including but not limited to charges for installation, service calls, monthly service, Davis Communications equipment (as defined below), purchases or rentals or other services, measured and per-call charges, applicable federal, state and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, your promotional rate of \$59.99 plus sales tax for the term of life.

By signing below you are agreeing to a 24 month commitment and an early termination fee of \$240 applies for services canceled within 24 months unless moving to non serviceable area. A \$10 reduction of the \$240 early termination fee monthly for account paid and active in good standing. 10 day money back guarantee from installation date minus \$1.00 per GB data used.

Initial

Date

01/30/2020

- **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES, WHETHER IMPOSED ON YOU OR US, THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our rate card or other notice via email. We will provide you with notice of any change in our standard prices or fees or new prices or fees, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law.
 - **Our Internet.** Internet price information and additional terms are available at <https://www.daviscopa.com/home-business-internet>(or an alternative site if we notify you).
 - **For Minimum Term Agreement.** You have agreed to a minimum term agreement, your price for service(s) will be as specified for the duration of the minimum term agreement.
- **C. How We Will Bill You.** Unless you are subject to a minimum term, service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGES, DAVIS COMMUNICATIONS EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES PRIOR TO THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S) TO SECURE INSTALL DATE.** You may be billed for some service(s) individually after they have been provided to you; these may include, but are not limited to, measured and per-call charges (as explained below). If you receive service(s) under a promotion, after the promotional period ends, regular charges for the service(s) will apply. You should consult our office at Info@DavisCoPA.com for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion.
- **D. Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet. You are solely responsible for all such charges payable to third parties, including all applicable taxes.
- **E. Alternative Billing Arrangements.** We may agree to provide billing services on behalf of third parties. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and such third party.
- **F. Payment by Credit/Debit Card.** Use of any credit card to pay for the service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by debit card, you authorize us to collect your funds electronically. You agree that you may not amend or modify this agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying debits or other payments accepted by us and any such notations shall have no legal effect.

Initial

[REDACTED]

Date

01/30/2020

- **G. Our Remedies if You Pay Late or Fail to Pay.** You may be billed fees, charges, and assessments related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date. We require an up to date credit/debit card to be on file.
 - **Late or Non-Payments:**
 - **For Pennsylvania Residents. THERE IS NO LATE FEE. IF YOUR ACCOUNT IS NOT PAID IN FULL VIA AUTO-DEBIT YOUR SERVICES WILL BE TURNED OFF. ONCE ACCOUNT IS PAID IN FULL ARE - CONNECT FEE OF \$25 WILL APPLY. IF PAYMENT IS NOT SUCCESSFUL SERVICES WILL BE TERMINATED UNTIL PAYMENT CLEARS.**
 - **Fees Not Considered Interest or Penalties:** We do not anticipate that you will fail to pay on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
 - **Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls.
 - **Suspension/Disconnect:** If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect your service(s) you receive without a reduction in the fee or charges for the service(s).
- **H. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension as described, we may require you to pay additional installation or activation fee of \$25. These fees are in addition to all past due charges and other fees. Re-connection of the service(s) is subject to this agreement and applicable law.

5G evolution. As 5G becomes more available in select markets, we will roll out 5G modems/routers supplying internet speeds up to 5G peak download speed: 2.5 GB/s (gigabytes per second), or 2,560 MB/s (megabytes per second) 5G peak upload speed: 1.25 GB/s (gigabytes per second), or 1,280 MB/s (megabytes per second) A cost for a router/modem upgrade may be required when 5G network becomes available in your area!

Signature



Date

01/30/2020



Document Reference : 2b2d8358-2911-416a-82f7-38cb523df1f8
Document Title : 4G LTE Home Internet
Document Region : Northern Virginia
Sender Name : David Davis
Sender Email : info@daviscopa.com
Total Document Pages : 4
Secondary Security : Not Required
Participants

1. [REDACTED]

Document History

Timestamp	Description
01/30/2020 03:51AM UTC	Document sent by David Davis (info@daviscopa.com).
01/30/2020 03:51AM UTC	Email sent to David Davis (info@daviscopa.com).
01/30/2020 03:51AM UTC	Email sent to [REDACTED].
01/30/2020 23:26PM UTC	Document viewed by [REDACTED] [REDACTED] [REDACTED] [REDACTED]
01/30/2020 23:30PM UTC	[REDACTED] has agreed to terms of service and to do business electronically with David Davis (info@daviscopa.com). [REDACTED] [REDACTED] [REDACTED]
01/30/2020 23:30PM UTC	Signed by [REDACTED] [REDACTED] [REDACTED] [REDACTED]
01/30/2020 23:30PM UTC	Document copy sent to [REDACTED]



Monthly Auto Draft Payment Agreement

Customer Name: [REDACTED]		Services Ordered: LTE Highspeed Internet	
Account # : [REDACTED]		Services Ordered/Pricing: \$89.99 first 24 months, \$89.99 on going plus tax	
Date of Auto Debit Payment: Auto Debit Begins on the 1st (Day) February (Month) 2021 (Year)			
Name on Card: [REDACTED]		Phone: [REDACTED]	
Billing Address: [REDACTED]		Zip Code: [REDACTED]	
Credit/Debit Card Number: [REDACTED]		Expiration: [REDACTED]	3 Digit Code: [REDACTED]
<p>I hereby authorize Davis Communications to charge my credit card \$89.99 (Promotional Rate) for a term of 24 months, fee's and taxes. Ongoing rate of \$89.99 + taxes after promo period has expired. 10 day money back guarantee, Less \$1.00 per gb used.</p> <p>This payment agreement will remain in effect until I give my notice in writing via e-mail to Info@DavisColInternet.com my intent to cancel services. If any equipment is not returned to Davis Communications I understand I will be charged \$250 for the modem & \$115 for router for the un-returned equipment if not within 30 days of canceling service.</p> <p>Any balance on my account will also be charged to this card on file if any balance is owed along with any equipment that is not returned within 30 days of canceling service. After 24 months agreement contract goes month-to-month and and if I wish to cancel my services I will do so in writing to info@DavisColInternet.com at least 5 business days prior to my next auto-draft payment.</p>			
Cardholder Signature: [REDACTED]			Date: 01/20/2021

Davis Communications
212 Barrington Court, Palmyra, PA 17078
www.DavisColInternet.com
Info@DavisColInternet.com
717-202-2444

DAVIS COMMUNICATIONS AGREEMENT FOR RESIDENTIAL SERVICES

ABOUT THIS AGREEMENT, OUR SERVICES AND YOUR RIGHTS

Davis Communications Service(s) will be provided to you and all persons who use the service and/or Davis Communications equipment ("you" or "your") on the terms and conditions set forth in this agreement (the "agreement") and any applicable tariffs, service guides, posted policies and procedures, by an operating subsidiary or affiliate of Davis Communications providing such service ("Davis Communications" "we" "us" "our"). For purposes of this agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Davis Communications

You may not modify this agreement by making any typed, handwritten or any other changes for any purpose.

Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

GENERAL TERMS AND CONDITIONS

- **ACCEPTANCE OF THIS AGREEMENT**
- If you use or otherwise indicate your acceptance of the service(s) you have accepted this agreement and agree to be bound by its terms.
- **A. WARRANTY**
- Warranty covers all equipment for the entire term as long as the account is active and paid up to date.
- **B. CHARGES AND BILLING**
- **Charges, Fees and Taxes You Must Pay.** You agree to pay all charges associated with the service(s), including but not limited to charges for installation, service calls, monthly service, Davis Communications equipment (as defined below), purchases or rentals or other services, measured and per-call charges, applicable federal, state and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, your promotional rate of \$89.99/month plus sales tax for the term of life.

By signing below you are agreeing to a 24 month commitment and an early termination fee of \$240 applies for services canceled within 24 months unless moving to a non serviceable area. A \$10 reduction of the \$240 early termination fee monthly for accounts paid and active in good standing. 10 day money back guarantee from installation date minus \$1.00 per GB data used.

Initial



Date

01/20/2021

- **B. Continued. YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES, WHETHER IMPOSED ON YOU OR US, THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our rate card or other notice via email. We will provide you with notice of any change in our standard prices or fees or new prices or fees, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law.
 - **Our Internet.** Internet price information and additional terms are available at <https://www.daviscolinternet.com> (or an alternative site if we notify you).
 - **For Minimum Term Agreement.** You have agreed to a minimum term agreement, your price for service(s) will be as specified for the duration of the minimum term agreement.
- **C. How We Will Bill You.** Unless you are subject to a minimum term, service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGES, DAVIS COMMUNICATIONS EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES PRIOR TO THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S) TO SECURE INSTALL DATE.** You may be billed for some service(s) individually after they have been provided to you; these may include, but are not limited to, measured and per-call charges (as explained below). If you receive service(s) under a promotion, after the promotional period ends, regular charges for the service(s) will apply. You should consult our office at Info@DavisColInternet.com for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion.
- **D. Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet. You are solely responsible for all such charges payable to third parties, including all applicable taxes.
- **E. Alternative Billing Arrangements.** We may agree to provide billing services on behalf of third parties. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and such third party.
- **F. Payment by Credit/Debit Card.** Use of any credit card to pay for the service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by debit card, you authorize us to collect your funds electronically. You agree that you may not amend or modify this agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying debits or other payments accepted by us and any such notations shall have no legal effect.
- **G. Our Remedies if You Pay Late or Fail to Pay.** You may be billed fees, charges, and assessments related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date. We require an up to date credit/debit card to be on file.

Initial



Date

01/20/2021

- **G. Continued. Late or Non-Payments:**
 - **For Pennsylvania Residents. THERE IS NO LATE FEE. IF YOUR ACCOUNT IS NOT PAID IN FULL VIA AUTO-DEBIT YOUR SERVICES WILL BE TURNED OFF. ONCE ACCOUNT IS PAID IN FULL ARE - CONNECT FEE OF \$25 WILL APPLY. IF PAYMENT IS NOT SUCCESSFUL SERVICES WILL BE TERMINATED UNTIL PAYMENT CLEARS.**
- **Fees Not Considered Interest or Penalties:** We do not anticipate that you will fail to pay on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
- **Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls.
- **Suspension/Disconnect:** If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect your service(s) you receive without a reduction in the fee or charges for the service(s).
- **H. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension as described, we may require you to pay an additional installation or activation fee of \$25. These fees are in addition to all past due charges and other fees. Re-connection of the service(s) is subject to this agreement and applicable law.
- **I. 5G evolution.** As 5G becomes more available in select markets, we will roll out 5G modems/routers supplying internet speeds up to 5G peak download speed: 2.5 GB/s (gigabytes per second), or 2,560 MB/s (megabytes per second) 5G peak upload speed: 1.25 GB/s (gigabytes per second), or 1,280 MB/s (megabytes per second) A cost for a router/modem upgrade may be required when 5G network becomes available in your area!
- **J. Truly Unlimited Service Tier 1.** Our plan includes unlimited high speed data for normal internet usage such as streaming music, movies, surfing, gaming and more! However, surfing/downloading illegal content as well as data abuse is prohibited. Data abusers are those who purposefully push limits or conduct known illegal activity like torrenting etc. If you consistently burn through over 500+GBs/mo, that is typically considered outside of normal internet usage and in some cases you could be asked to split your usage between two accounts. So just please utilize our devices with regular discretion.

Initial



Date

01/20/2021

- **K. Non Covered Service Calls.** Any service call non related to equipment failure will result in a fee that must be paid at time service call is completed. Confirm with Davis Communications for service call rates. (I.E. Resetting of equipment needing reprogramming.)
- **L. Access to Equipment.** There is no backend access for our equipment. Any changes needed should be done at time of install by Davis Communications certified technicians.

Signature

A black rectangular box redacting the signature.

Date

01/20/2021



Document Completion Certificate

York County Prothonotary Civil E-Filed - 23 Feb 2024 09:18:11 AM
Case Number: 2024-SU-000558

Document Reference : 0309097e-8502-4f66-bb53-877685f646f5
Document Title : 4G LTE Home Internet
Document Region : Northern Virginia
Sender Name : David Davis
Sender Email : info@daviscopa.com
Total Document Pages : 5
Secondary Security : Not Required
Participants

1. [REDACTED]

Document History

Timestamp	Description
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01/20/2021 21:52PM UTC	
01/20/2021 22:13PM UTC	
01/20/2021 22:15PM UTC	
01/20/2021 22:15PM UTC	[REDACTED]

Timestamp	Description
01/20/2021 22:15PM UTC	

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
MICHELLE A. HENRY	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
and	:	
	:	
DAVID DAVIS, individually and as	:	
OWNER of DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
Defendants.	:	

VERIFICATION

I, Mia V. Paone, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 2/22/2023

Mia V. Paone
Mia V. Paone
Consumer Protection Agent

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION

COMMONWEALTH OF PENNSYLVANIA	:	
By ATTORNEY GENERAL	:	Case No.
MICHELLE A. HENRY	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
and	:	
	:	
DAVID DAVIS, individually and as	:	
OWNER of DAVIS COMMUNICATIONS	:	
INTERNET INCORPORATED	:	
	:	
Defendants.	:	

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 2/23/24

By: Mark W. Wolfe
Mark W. Wolfe
Deputy Attorney General
Attorney for Plaintiff