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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 JOEL MILNE AND JOSEPH
13 STRAZZULLO, On Behalf of
14 Themselves And All Others Similarly
15 Situated,

16 Plaintiffs

17 vs.

18 GOGO INC.,

19 Defendant.

Case No.: **CV 12-8412**

PA (FPMK)

CLASS ACTION

COMPLAINT

DEMAND FOR JURY TRIAL

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NATURE OF THE ACTION

1. Plaintiffs Joel Milne (“Milne”) and Joseph Strazzullo (“Strazzullo”) (collectively, “Plaintiffs”), by and through their undersigned counsel, hereby bring this action on behalf of themselves and all other similarly situated persons in the United States who, during the Class Period defined herein, have purchased inflight internet access services on domestic commercial airline flights within the United States from Defendant Gogo Inc. (“Defendant” or “Gogo”). Plaintiffs seek monetary, equitable, declaratory, and injunctive relief, as well as attorneys’ fees and costs, as redress for Gogo’s violations of federal antitrust laws and pertinent California statutes. As detailed herein, Gogo has unlawfully obtained and/or maintained monopoly market power in the United States market for inflight internet connectivity on domestic commercial aircraft by resort to anti-competitive conduct that includes a series of long-term exclusive contracts with the major domestic airlines in the United States. These exclusive contracts have the purpose and effect of thwarting competition on the merits and on price, and have permitted Gogo to charge supra-competitive prices on consumers like Plaintiffs and the members of the class they seek to represent.

JURISDICTION AND VENUE

2. Count I of this Class Action Complaint states a claim for unlawful agreements in restraint of trade in violation of Section 1 of the Sherman Antitrust Act (the “Sherman Act”), 15 U.S.C. Section 1. This Court, therefore, has subject-matter jurisdiction over this count pursuant to 28 U.S.C. Sections 1331 and 1337.

3. Counts II and III of this Class Action Complaint state claims for unlawful acquisition and maintenance of monopoly market power, respectively, in violation of Section 2 of the Sherman Act, 15 U.S.C. §2. This Court, therefore, has subject-matter jurisdiction over these counts pursuant to 28 U.S.C. Sections 1331 and 1337.

1 repeatedly purchased from Gogo, an inflight internet access session that allowed
2 him to access the internet during his flights. Due to Gogo's unlawful actions in
3 violation of the federal antitrust and California statutes, Milne was subject to a
4 supra-competitive overcharge for his inflight internet access purchases from Gogo.

5 9. Plaintiff Joseph Strazullo is a resident of Los Angeles County in the
6 State of California. During the Class Period, Strazullo flew on commercial flights
7 within the United States on American Airlines, Virgin America, and Delta
8 Airlines, and purchased Gogo inflight internet access services for those flights.
9 Due to Gogo's unlawful actions in violation of the federal antitrust and California
10 statutes, Strazullo was subject to a supra-competitive overcharge for his inflight
11 internet access purchases from Gogo.

12 10. Defendant Gogo is a corporation organized under the laws of the State
13 of Delaware, and having its principal place of business at 1250 North Arlington
14 Heights Road, Suite 500, Itasca, Illinois 60143. Gogo, formerly known as Aircell,
15 touts itself on its website as "the world's leading provider of inflight connectivity."
16 Since August 2008, Gogo has been providing broadband internet access to
17 passengers on commercial aircraft. Currently, Gogo internet is the exclusive
18 internet access connectivity provider along domestic commercial airlines routes
19 flown by AirTran, Alaska Airlines, American Airlines, Delta, Frontier Airlines,
20 United Airlines, US Airways, and Virgin America. Gogo currently provides
21 internet access connectivity to nine out of the ten domestic U.S. airlines. Gogo-
22 equipped planes represent approximately 85% of the North American aircraft that
23 provide internet connectivity to its passengers. Approximately 95% of Gogo-
24 equipped planes, moreover, are contracted under ten-year exclusive agreements.

1 **THE RELEVANT MARKET FOR DOMESTIC COMMERCIAL**
2 **AIRCRAFT INFLIGHT INTERNET CONNECTIVITY**

3 11. For purposes of this Class Action Complaint, the relevant antitrust
4 market is defined as the United States market for inflight internet access services
5 on domestic commercial airline flights. The geographic antitrust market is
6 nationwide.

7 12. Many passengers on commercial aircraft within the United States
8 demand or desire access to the internet while in flight. The demand from these
9 passengers has created and supports a market for on-plane internet access
10 connectivity. For these passengers, there are no readily available substitutes to
11 which they can turn. Traditional internet service providers cannot provide internet
12 service to plane passengers, both because traditional cellphone towers or
13 underground wires relied upon by such providers are not capable of transmitting a
14 signal to commercial aircraft in flight, and also because current federal legislation
15 or regulations prohibit the transmission of cellphone communication signals in
16 flight.

17 13. Defendant is a provider of in-flight internet access. It does so by
18 employing its Air-to-Ground (“ATG”) network, which is comprised of nationwide
19 cellular towers. Instead of being designed to transmit signals from land-based
20 tower to land-based tower or to land-based cellular telephones or computers,
21 however, the ATG towers are designed to beam their transmissions in a general
22 vertical direction so that they can communicate with a commercial aircraft in the
23 sky that is equipped with a corresponding ATG antenna and communications unit
24 within the plane.

25 14. While Gogo is a provider, indeed the leading provider with
26 approximately 90% market share, of on-plane internet access connectivity, it is not
27 the only such provider. For example, a rival company, known as Row 44, also
28 provides on-plane internet connectivity to commercial passengers within the
United States. Unlike Gogo, which relies on its ATG network of land-based

1 cellular towers to provide its service, Row 44 relies on a satellite-based in-flight
2 broadband platform to provide commercial airline passengers with in-flight
3 internet connectivity at broadband speeds.

4 15. Row 44's competing offering has several key technological
5 advantages over the service offered by rival Gogo. Row 44's service is faster,
6 offering broadband speeds of 11 Mbps TCP/IP, and 28 Mbps UDP to the plane. In
7 addition, Row 44's satellite-based system allows airlines to offer uninterrupted
8 broadband service across national boundaries, over oceans, and even in more
9 remote regions of the world. By contrast, Gogo's service, being dependent on
10 land-based cellular towers is limited in its coverage to the region where Gogo has
11 land-based towers installed. Gogo has admitted that it will be unable to offer
12 worldwide coverage until at least 2015.

13 16. Row 44's competing offering also has a significant price advantage
14 over Gogo's current service. During the Class Period, Gogo charged on average
15 \$12.95 for passengers wishing to obtain internet access on domestic flights of at
16 least three hours' duration. On some domestic airline carriers, it has recently
17 increased this price to \$17.95 for flights of 3 hours' duration or more in which
18 passengers purchase inflight internet access through their laptops, while charging
19 \$9.95 for this same flight duration on domestic airline carriers when the inflight
20 internet access is purchase for use on the passenger's mobile device. By contrast,
21 Row 44, which is offered on domestic flights operated by Southwest Airlines,
22 offers its service for a price of merely \$5.00, regardless of the flight's duration.

23 17. Besides Row 44, other providers exist that, but for Gogo's actions
24 more fully described below, would offer competing service that would pose price-
25 constraining competition to Gogo's offering. For example, ViaSat is yet another
26 provider offering a satellite-based system capable of providing inflight broadband
27 internet access to commercial airline passengers. Recently, JetBlue, a U.S. low-
28 cost domestic airline carrier announced that it will be offering inflight internet
broadband access to its passengers through its partnership with ViaSat, and expects

1 to launch the system in its aircraft in late 2012, pending Federal Aviation
2 Administration certification.

3 18. Despite the existence of competing offerings and the potential for
4 competing offerings from other providers, Gogo has managed to deny consumers
5 the benefits of this actual and potential competition that would exist but for the
6 actions that Gogo has taken and that are detailed below.

7 **GOGO'S MONOPOLY MARKET POWER AND ANTI-COMPETITIVE**
8 **ACTIONS TO OBTAIN OR MAINTAIN IT**

9 19. Late last year, Gogo filed registration papers required by the
10 Securities and Exchange Commission in connection with its planned Initial Public
11 Offering ("IPO"). Those publicly filed papers document that Gogo claimed to
12 possess an 85% share of the market for on-plane internet connectivity within the
13 United States. In fact, by now, and since the time that those papers were filed, it is
14 likely that Gogo's market share has risen to approximately 90% because, upon
15 information and belief, additional airplanes that were contracted to be outfitted
16 with Gogo's equipment have been so equipped. Further, given the disparity in
17 pricing charged by Gogo for an internet session (i.e., \$17.95 per session on flights
18 of at least a three-hour duration) as compared to the lower price charged by Row
19 44 on Southwest Airlines-equipped flights (i.e., \$5.00 per session regardless of
20 flight duration), it is likely that if market share were measured in terms of
21 revenues, as opposed to units of sessions sold, Gogo's market share would
22 significantly exceed 90%.

23 20. Regardless, whether the market share figure of 85% referenced in
24 Gogo's IPO papers or the still higher 90% plus figure is credited, Gogo has more
25 than sufficient market power to exclude competition, reduce output, and increase
26 price. In fact, it has done so.

27 21. The United States market for inflight internet connectivity on
28 domestic commercial flights is characterized by high barriers to entry. Among
these high entry barriers are the high cost of infrastructure required to build a

1 network capable of offering inflight internet connectivity. Further, the market is
2 characterized by restrictive legal and regulatory hurdles that serve to limit
3 competitive entry. For land-based systems, such as Gogo's ATG network, the
4 Federal Communications Commission ("FCC") must provide and approve the
5 required frequency spectrum for such transmissions to take place. No further
6 auctioning of ownership or use rights of frequency spectrums capable of
7 transmitting broadband signals to aircraft are planned to be auctioned off by the
8 FCC until at least the year 2016, thereby making Gogo the exclusive holder of an
9 aircraft-capable frequency spectrum for the foreseeable future. Resort to a
10 satellite-based system is costly and requires partnering with a satellite launching
11 company, as has been done by Row 44. Moreover, Gogo's use of long-term
12 (typically ten-year) exclusive contracts that legally prevent contracting airline
13 carriers from employing any inflight internet connectivity provider, other than
14 Gogo, during the ten-year duration of Gogo's contract, poses another high entry
15 barrier. In the face of this long-term exclusivity that Gogo has secured with
16 respect to the 95% of the commercial aircraft it currently serves, few would-be
17 entrants would find it financially feasible to incur the costs and clear the legal
18 hurdles required for entry into the market when they know that, even upon doing
19 so, the existence of these long-term, exclusive contracts, would prevent these new
20 would-be entrants from being able to take business away from Gogo in the
21 foreseeable future.

22 22. With the exception of Southwest Airlines, Gogo has managed to
23 secure contracts to provide internet access to all other major U.S. airlines that
24 currently offer in-plane internet access, including: AirTran, Alaska Airlines,
25 American Airlines, Delta, Frontier Airlines, United Airlines, US Airways, and
26 Virgin America.

27 23. Rather than achieving or maintaining its monopoly market power
28 through innovation or competition on the merits, however, Gogo has achieved or
maintained its dominant market power by resorting to anti-competitive agreements

1 with the airlines on whose planes Gogo's equipment is placed. These agreements
2 take the form of long-term exclusive agreements of ten years' duration during
3 which the contracting airline agrees to contract only with Gogo for inflight internet
4 connectivity services, to the exclusion of any and all competitors that currently
5 exist or that may exist during the duration of these exclusive ten-year contracts.

6 24. With Gogo's service first having launched in August 2008, the first of
7 these Gogo exclusive contracts is not set to expire until the year 2018. Until that
8 time, planes equipped with Gogo's equipment cannot turn to a competing provider,
9 even if that competitor were to offer (as Row 44 currently does) either more
10 attractive technological features, better pricing, or both to the airline's passengers.

11 25. Gogo, itself, has admitted in its IPO papers, that its long-term
12 exclusive contracts are a key weapon that allows it to maintain what it calls its
13 "strong incumbent position." Therein, Gogo touts to potential investors that:

14 ***Strong Incumbent Position.*** We are the world's leading
15 provider of in-flight connectivity to the commercial aviation market
16 and a leading provider of in-flight internet connectivity and other
17 voice and data communications equipment and services to the
18 business aviation market. In our CA [commercial aviation] business,
19 we currently provide Gogo Connectivity to passengers on nine of the
20 ten North American airlines that provide internet connectivity to their
21 passengers. As of September 30, 2011, Gogo-equipped planes
22 represented approximately 85% of North American aircraft that
23 provide internet connectivity to their passengers. ***Approximately 95%***
24 ***of Gogo-equipped planes, representing approximately 42% of our***
25 ***consolidated revenue for the nine months ended September 30,***
26 ***2011, are contracted under ten-year agreements. Our market***
27 ***leading position also benefits from the exclusive nature of a number***
28 ***of our contracts*** and the significant expense and inefficiencies that an
airline would incur by switching to another provider.

1 Gogo's IPO Form S-1 Registration Statement (emphasis added).

2 26. As a provider with 85%-90% market share, Gogo's resort to long-
3 term (ten-year) exclusive contracts forecloses a significant portion of the market
4 for a significant period of time, thereby thwarting competition. The net result is
5 that Gogo's knowledge that it is protected from losing business to competitors on
6 planes on which it has entered into long-term exclusive agreements insulates it
7 from price-constraining competition. These anti-competitive effects are not
8 justified or offset by overriding procompetitive benefits. Further, to the extent that
9 any such procompetitive benefits arise from Gogo's resort to long-term, exclusive
10 contracts, those benefits could be achieved through less restrictive means.

11 27. If Gogo was not insulated from competition by the terms of the long-
12 term exclusive contracts that it has put in place with many of its airlines, it would
13 face the real prospect that if it attempted to raise or maintain prices for its inflight
14 internet connectivity services above a competitive level, it would lose business to
15 competing inflight internet connectivity providers that the airlines would be free to
16 turn to but presently cannot as a result of the Gogo exclusive contracts that are in
17 effect.

18 28. The real nature of that prospect of Gogo, in the absence of its long-
19 term exclusive contracts, losing business to a competing, lower-priced inflight
20 internet connectivity provider, is borne out by the fact Gogo, itself, underscores
21 that, "[o]ur in-flight connectivity and entertainment systems can generally be
22 installed overnight." Thus, an airline that was presented with a more competitive
23 offering for internet service connectivity aboard its aircraft could readily switch to
24 such a provider without incurring inordinate aircraft downtime or switching costs.
25 Gogo's long-term and exclusive contracts, however, prevent any of that from
26 happening because, as Gogo boasts in its IPO papers, "[w]e generally have the
27 exclusive right to provide passenger internet connectivity services on Gogo
28 installed aircraft throughout the term of the agreement."

1 29. Of course, in a world devoid of Gogo's long-term exclusive contracts,
2 an airline need not decide to actually switch providers in order to constrain Gogo's
3 pricing of its services to passengers. Rather, the mere prospect that Gogo could
4 lose business to such lower-priced competitors would serve to constrain Gogo's
5 ability to charge supra-competitive pricing and maintain or increase its market
6 share. This is particularly so given that the competitive offerings now in the
7 market (but unavailable to most domestic airline flights due to Gogo's restrictive
8 agreements) are of superior technological quality than Gogo's ATG-based service,
9 both in terms of the reach of the connectivity (nationwide versus worldwide) and
10 the speed of the connection. In the face of these more advanced and lower-priced
11 competitive offerings, had Gogo not been shielded by the long-term exclusive
12 contracts it employed, it would not be able to maintain or increase its market share,
13 while continuing to charge supra-competitive prices, as it has done.

14 30. Gogo's use of long-term, exclusive contracts serves to insulate it from
15 competition, and to cement and protect its monopoly market power. The net result
16 of Gogo's resort to long-term exclusive contracts is that consumers like Plaintiffs
17 and the members of the class they seek to represent have been denied the benefits
18 of competition, have been left with an inferior product offering, and been subject to
19 a supra-competitive overcharge on their purchases of inflight internet connectivity
20 services.

CLASS ACTION ALLEGATIONS

21 31. Pursuant to Federal Rule of Civil Procedure 23(b)(2)-(3), Plaintiffs
22 bring Counts I-III of this action as a class action on behalf of themselves and all
23 similarly situated consumers who, during the Class Period, purchased inflight
24 internet access connectivity services from Defendant Gogo on domestic flights
25 within the United States. In addition, Plaintiffs bring Counts V and VI of this
26 Class Action Complaint on behalf of a subclass of California consumers of Gogo
27 inflight internet services during the Class Period. Specifically and explicitly
28 excluded from the class and subclass definitions are Defendant Gogo, as well as

1 any of its employees and relatives, affiliates and agents, as well as all federal, state,
2 and local governmental entities, and the judicial officers assigned to this case. The
3 Class Period for purposes of this Class Action Complaint spans from September
4 30, 2008 until such date as the Court enters a ruling on whether to certify this
5 action as a class action. Plaintiffs reserve the right to amend this class and subclass
6 definition as case circumstances warrant.

7 32. The class is so numerous that joinder of all putative class members as
8 parties would be impracticable. Although Plaintiffs are not presently aware of the
9 exact size of the class, Gogo has documented in its IPO registration papers that
10 “[f]rom the inception of our service in August 2008 to September 30, 2011, we
11 provided more than 15 million Gogo sessions to more than 4.4 million registered
12 unique users.” Because the Class Period asserted in this Class Action Complaint
13 goes beyond September 30, 2011, this 4.4 million number of unique registered
14 users is substantially higher. In any event, the number of purchasers of Gogo’s
15 inflight internet services on commercial flights within the United States is so large
16 that joinder would be impracticable, thereby satisfying the numerosity requirement.

17 33. The claims of the named Plaintiffs are typical of the claims of the
18 absent class members. Specifically, during the Class Period, Plaintiffs purchased
19 inflight internet connectivity services from Gogo on domestic airline flights within
20 the United States. Plaintiffs allege, as is alleged on behalf of the absent class
21 members, that due to Gogo’s unlawful and anti-competitive conduct described
22 herein, they were subject to and paid a supra-competitive price for their purchases
23 from Gogo. Plaintiffs, therefore, raise the same claims for redress under the
24 Sherman Act and state law, as is typical of the claims of the absent class members.

25 33. There are common questions of law and fact that predominate over
26 individual issues applicable to the individual Plaintiffs and class members. Among
27 these common questions of fact and law are the following:

- 28 • the definition of the relevant market(s);
- Defendant’s market power within these relevant market(s);

- 1 • whether Defendant resorted to unlawful, anti-competitive
- 2 exclusive contracts to either achieve and/or maintain its monopoly
- 3 market power in the alleged relevant antitrust market;
- 4 • whether Defendant's practices amounted to an unlawful restraint of
- 5 trade in violation of Section 1 of the Sherman Act;
- 6 • whether Defendant's practices amounted to unlawful
- 7 monopolization in violation of Section 2 of the Sherman Act;
- 8 • whether Plaintiffs and the class members sustained injury to their
- 9 business and/or property caused by reason of Defendant's alleged
- 10 violations; and
- 11 • the proper measure of damages and any other remedy.

12 34. Plaintiffs are adequate representatives of the interests of the class.
13 Plaintiffs are members of the proposed class and subclass and have agreed to bring
14 this action on behalf of the interests of the class. Plaintiffs also have retained
15 competent counsel, experienced in antitrust and class action litigation to zealously
16 and diligently protect the interests of the class members.

17 36. A class action is a superior and manageable means of adjudicating this
18 action over individual litigation by each class member, given that the amount at
19 issue for each individual class member is low relative to the cost of bringing suit,
20 such that classwide litigation provides the only realistic alternative for class
21 members to seek judicial redress. The class action is also manageable in that, by
22 definition, the identity of each Gogo purchaser is known to Gogo, as each such
23 user would be required to complete a registration form online as part of that user's
24 purchase.

25 37. Gogo has also acted or refused to act on grounds generally applicable
26 to the class. Gogo has entered into and adhered to exclusive long-term contracts
27 with its contracting airlines that have the purpose and effect of preventing class
28 members, who have been passengers on these airlines, from obtaining their inflight
internet connectivity services on the domestic flights of these carriers within the

1 United States, from a source other than Gogo.

2 **COUNT I**

3 **Violation of Section 1 of the Sherman Act, 15 U.S.C. Section 1**

4 **(on Behalf of a Nationwide Class)**

5 38. Plaintiffs hereby incorporate by reference paragraphs 1-37 of this
6 Class Action Complaint with the same force and effect as if these paragraphs had
7 been restated here.

8 39. At various times during the Class Period, while passengers on
9 commercial domestic flights within the United States, Plaintiffs purchased inflight
10 internet connectivity services from Gogo.

11 40. Gogo provides inflight internet connectivity services to aircraft
12 operated by nine out of the ten major North American commercial airlines. In 95%
13 of the commercial aircraft in which Gogo provides such services, it does so subject
14 to long-term, exclusive contracts, of ten years' duration.

15 41. Gogo's market share in the relevant market defined herein is at least,
16 and has at all relevant times, been at least 85%. Gogo's resort to long-term,
17 exclusive agreements, pursuant to which participating airlines cannot offer inflight
18 internet connectivity services from a provider other than Gogo during the life of
19 the ten-year exclusive agreement, therefore, foreclose competition in a substantial
20 portion of the relevant market for a significant period of time.

21 42. The proximate result, purpose, and effect of Gogo's long-term,
22 exclusive agreements is to foreclose competition in the relevant market, insulate
23 Gogo from actual and potential price-constraining competition, and thereby allow
24 Gogo to charge supra-competitive prices for its inflight internet connectivity
25 services on domestic U.S. flights, as Gogo has, in fact, done.

26 43. Because Gogo's long-term, exclusive agreements unreasonably
27 restrain trade by thwarting competition in a significant share of the market for a
28 significant period of time, they are unlawful agreements in restraint of trade within
the meaning of Section 1 of the Sherman Act.

1 44. As direct purchasers from Gogo, Plaintiffs and the members of the
2 class they seek to represent have been injured in their business or property by
3 Gogo's anti-competitive conduct by, *inter alia*, being subjected to and paying
4 supra-competitive pricing for their inflight internet connectivity purchases from
5 Gogo during the Class Period.

6 45. Under Section 4 of the Clayton Act, 15 U.S.C. §15, Plaintiffs and the
7 members of the class they seek to represent, as direct purchasers from Gogo, have
8 standing to and do hereby seek monetary (including treble damages), injunctive
9 and declaratory relief, as well as attorneys' fees and costs, as redress for Gogo's
10 violations of Section 1 of the Sherman Act.

11 **COUNT II**

12 **Violation of Section 2 of the Sherman Act, 15 U.S.C. Section 2**
13 **(on Behalf of a Nationwide Class for Unlawful Acquisition of Monopoly**
14 **Power)**

15 46. Plaintiffs hereby incorporate by reference paragraphs 1-45 of this
16 Class Action Complaint with the same force and effect as if these paragraphs had
17 been restated here.

18 47. At various times during the Class Period, while passengers on
19 commercial domestic flights within the United States, Plaintiffs purchased inflight
20 internet connectivity services from Gogo.

21 48. Gogo provides inflight internet connectivity services to aircraft
22 operated by nine out of the ten major North American commercial airlines. In 95%
23 of the commercial aircraft in which Gogo provides such services, it does so subject
24 to long-term, exclusive contracts, of ten years' duration.

25 49. Gogo's market share in the relevant market defined herein is at least,
26 and has at all relevant times, been at least 85%. Gogo, however, acquired that
27 market share and concomitant market power, not through superior business
28 acumen or industry, but rather by resort to long-term, exclusive agreements of ten
years' duration, pursuant to which participating airlines cannot offer inflight

1 internet connectivity services from a provider other than Gogo during the life of
2 the ten-year exclusive agreement.

3 50. Because Gogo was the first inflight internet connectivity provider to
4 launch such service in the United States in August 2008, Gogo was then able to
5 insist upon and employ long-term, exclusive contracts of ten years' duration to
6 shield itself from competition from later entrants that came along after Gogo's
7 initial launch, even when these subsequent entrants provided superior service and
8 more attractive pricing to the consumer. The exclusive contracts of ten-years'
9 duration that Gogo put in place with the majority of the airlines and aircraft it
10 serviced has prevented and continues to prevent these actual and potential
11 competitors from being able to participate in a significant segment of the market
12 for a period of several years, and thereby insulated Gogo from price-constraining
13 competition that would exist but for Gogo's adoption of ten-year exclusive
14 contracts in a market in which it has at least an 85% share of the market.

15 51. The proximate result, purpose, and effect of Gogo's long-term,
16 exclusive agreements is to have allowed Gogo to accrue a monopoly market share
17 and monopoly market power in the relevant market, foreclose competition in the
18 relevant market, insulate Gogo from actual and potential price-constraining
19 competition, and thereby allow Gogo to charge supra-competitive prices for its
20 inflight internet connectivity services on domestic U.S. flights, as Gogo has, in
21 fact, done.

22 52. Because Gogo's monopoly market power was acquired not by resort
23 to superior industry or business acumen, but rather by resort to these anti-
24 competitive agreements, Gogo has engaged in unlawful acquisition of monopoly
25 market power in violation of Section 2 of the Sherman Act.

26 53. As direct purchasers from Gogo, Plaintiffs and the members of the
27 class they seek to represent have been injured in their business or property by
28 Gogo's anti-competitive conduct by, *inter alia*, being subjected to and paying
supra-competitive pricing for their inflight internet connectivity purchases from

1 Gogo during the Class Period.

2 54. Under Section 4 of the Clayton Act, 15 U.S.C. § 15, Plaintiffs and the
3 members of the class they seek to represent, as direct purchasers from Gogo, have
4 standing to and do hereby seek monetary (including treble damages), injunctive
5 and declaratory relief, as well as attorneys' fees and costs, as redress for Gogo's
6 unlawful acquisition of monopoly power and corresponding supra-competitive
7 pricing in violation of Section 2 of the Sherman Act.

8 **COUNT III**

9 **Violation of Section 2 of the Sherman Act, 15 U.S.C. Section 2**

10 **(on Behalf of a Nationwide Class for Unlawful Maintenance of Monopoly)**

11 55. Plaintiffs hereby incorporate by reference paragraphs 1-54 of this
12 Class Action Complaint with the same force and effect as if these paragraphs had
13 been restated here.

14 56. At various times during the Class Period, while passengers on
15 commercial domestic flights within the United States, Plaintiffs purchased inflight
16 internet connectivity services from Gogo.

17 57. Gogo provides inflight internet connectivity services to aircraft
18 operated by nine out of the ten major North American commercial airlines. In 95%
19 of the commercial aircraft in which Gogo provides such services, it does so subject
20 to long-term, exclusive contracts, of ten years' duration.

21 58. Gogo's market share in the relevant market defined herein is at least,
22 and has at all relevant times, been at least 85% – a market share that, along with
23 the structure of the market, the barriers to entry, and actions taken by Gogo – has
24 granted Gogo monopoly market power. As is detailed in paragraphs 46-54, *supra*,
25 Gogo is alleged to have acquired this monopoly market power not through superior
26 business acumen or industry, but rather by resort to resort to long-term, exclusive
27 agreements of ten years' duration, pursuant to which participating airlines cannot
28 offer inflight internet connectivity services from a provider other than Gogo during
the life of the ten-year exclusive agreement. Regardless of whether Gogo actually

1 acquired its monopoly market power lawfully or unlawfully, Gogo has continued
2 to maintain its monopoly market power by resort to these long-term exclusive
3 contracts that are still in place, and the earliest of which is not set to expire at least
4 until the year 2018.

5 59. Because Gogo was the first inflight internet connectivity provider to
6 launch such service in the United States in August 2008, Gogo was then able to
7 insist upon and employ long-term, exclusive contracts of ten years' duration to
8 shield itself from competition from later entrants that came along after Gogo's
9 initial launch, even when these subsequent entrants provided superior service and
10 more attractive pricing to the consumer. The exclusive contracts of ten-years'
11 duration that Gogo put in place with the majority of the airlines and aircraft it
12 serviced has prevented and continues to prevent these actual and potential
13 competitors from being able to participate in a significant segment of the market
14 for a period of several years, and thereby insulated Gogo from price-constraining
15 competition that would exist but for Gogo's adoption of ten year exclusive
16 contracts in a market in which it has at least an 85% share of the market. Now that
17 Gogo has monopoly market power in the relevant market alleged herein, these
18 long-term, exclusive contracts that are still in place now serve to allow Gogo to
19 maintain its monopoly market power, even at a time when rival providers are
20 offering superior products at more attractive pricing to the consumer.

21 60. Regardless of how Gogo acquired its monopoly market power, the
22 proximate result, purpose, and effect of Gogo's long-term, exclusive agreements is
23 to have allowed Gogo to maintain the monopoly market share and monopoly
24 market power in the relevant market, and thereby foreclose competition in the
25 relevant market, insulate Gogo from actual and potential price-constraining
26 competition, and to allow Gogo to charge supra-competitive prices for its inflight
27 internet connectivity services on domestic U.S. flights, as Gogo has, in fact, done.

28 61. Because Gogo's monopoly market power, however, acquired, has
been maintained not by resort to superior industry or business acumen, but rather

1 by resort to these anti-competitive agreements, Gogo has engaged in unlawful
2 maintenance of monopoly market power in violation of Section 2 of the Sherman
3 Act.

4 62. As direct purchasers from Gogo, Plaintiffs and the members of the
5 class they seek to represent have been injured in their business or property by
6 Gogo's anti-competitive conduct by, *inter alia*, being subjected to and paying
7 supra-competitive pricing for their inflight internet connectivity purchases from
8 Gogo during the Class Period.

9 63. Under Section 4 of the federal Clayton Act, Plaintiffs and the
10 members of the class they seek to represent, as direct purchasers from Gogo, have
11 standing to and do hereby seek monetary (including treble damages), injunctive
12 and declaratory relief, as well as attorneys' fees and costs, as redress for Gogo's
13 unlawful maintenance of monopoly power and corresponding supra-competitive
14 pricing in violation of Section 2 of the Sherman Act.

15 COUNT IV

16 **Violations of the California Cartwright Act, Cal. Bus. & Prof. Code Section** 17 **16720, *et seq.* (on Behalf of a California Subclass)**

18 64. Plaintiffs hereby incorporate by reference paragraphs 1-63 of this
19 Class Action Complaint with the same force and effect as if these paragraphs had
20 been restated here.

21 65. The same conduct alleged in Count I of this Class Action Complaint
22 as stating a claim for an unlawful agreement in restraint of trade in violation of
23 Section 1 of the Sherman Act also states a claim under the California Cartwright
24 Act.

25 67. The same conduct alleged in Counts II and III of this Class Action
26 Complaint through which Gogo used long-term exclusive contracts to foreclose
27 competition and thereby unlawfully acquire and/or maintain its monopoly market
28 power, respectively, in violation of Section 2 of the Sherman Act also states a
claim under California's Cartwright Act.

1 (a) engaging in conduct where the utility of such conduct, if any, is
2 outweighed by the gravity of the consequences to Plaintiff and Class Members;

3 (b) engaging in conduct that is immoral, unethical, oppressive,
4 unscrupulous, or substantially injurious to Plaintiff and Class Members; and

5 (c) engaging in conduct that undermines or violates the spirit or
6 intent of the antitrust consumer protection laws alleged in this Complaint.

7 (d) engaging in conduct that threatens competition at its incipiency
8 by thwarting competition among rival and/or would-be competing inflight internet
9 access service providers within the United States because it forbids airlines subject
10 to Gogo's long-term exclusive contracts from contracting with these actual or
11 would-be competitors of Gogo during the effective term of these long-term
12 exclusive contracts.

13 74. Gogo's conduct described herein was undertaken as part of a business
14 practice, and is still ongoing.

15 75. Plaintiffs and members of the class, as direct purchasers of Gogo's
16 inflight internet access services, conveyed money to Gogo in the form of the
17 purchase prices paid to Gogo for the inflight internet services they purchased from
18 Gogo.

19 76. Plaintiffs and the class members have standing to and do seek
20 equitable relief against Gogo, including an order of equitable restitution that would
21 restore to Plaintiffs and the class members the interest or moneys conveyed to
22 Gogo during Gogo's unlawful and/or unfair business practices within the Class
23 Period.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs and the class and subclass pray for judgment from
3 this Court against Defendant, as follows that:

4 A. The Court determine that: this action may be maintained as a class
5 action; Plaintiffs and their counsel be designated as class representatives and class
6 counsel, respectively; and reasonable notice of this action be given to the members
7 of the class;

8 B. Defendant be permanently enjoined from continuing in any manner
9 the violations alleged in this Class Action Complaint;

10 C. Damages be awarded according to proof, that Plaintiffs and the class
11 and subclass be awarded compensatory and treble damages as well as their
12 reasonable attorneys' fees, costs of suit, and disbursements;

13 D. Plaintiffs and the class and subclass be awarded pre- and post-
14 judgment interest;

15 E. Plaintiffs and the class and subclass obtain such other and further
16 injunctive and declaratory relief as allowed under the Sherman and Clayton Acts,
17 the California Cartwright Act, California UCL, or other statutes applicable to this
18 Class Action Complaint; and

19 F. Plaintiffs and the class and subclass obtain such other and further
20 relief as the Court may deem just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs demand a trial by jury on all counts.
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1 DATED: October 1, 2012
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THE KATRIEL LAW FIRM


ROY A. KATRIEL
(SBN 265463)

12707 High Bluff Drive, Suite 200
San Diego, CA 92130
Telephone: (858) 350-4342
Facsimile: (858) 430-3719
E-mail: rak@katriellaw.com

Counsel for Plaintiffs

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E-mail: azram@themehdifirm.com

Additional Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> JOEL MILNE AND JOSEPH STRAZZULLO, On Behalf Of Themselves And All Others Similarly Situated,	DEFENDANTS GOGO INC.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Roy A, Katriel, The Katriel Law Firm, 12707 High Bluff Drive Suite 200, San Diego, CA 92130; Telephone: (858) 350-4342	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. 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 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No
 MONEY DEMANDED IN COMPLAINT: \$ > \$5,000,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

15 U.S.C. Sections 1 and 2; class action for anticompetitive practices regarding sales of inflight internet services

VII. NATURE OF SUIT (Place an X in one box only.)

<input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISON <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition PERMITS <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

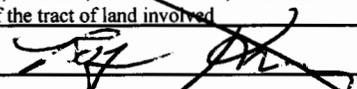
County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Illinois	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 10/01/2012

Notice to Counsel/Parties: The CV-71 (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. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

UNITED STATES DISTRICT COURT

for the

Central District of California

JOEL MILNE and JOSEPH STRAZZULLO, On
Behalf Of Themselves And All Others Similarly
Situated,

Plaintiff(s)

v.

GOGO INC.

Defendant(s)

Civil Action No. **CV12-8412** PA (FFMx)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* GOGO INC.
1250 North Arlington Heights Road
Suite 500
Itasca, IL 60143

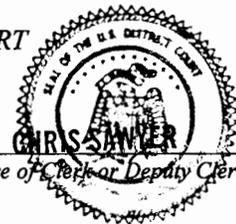
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,

whose name and address are: Roy A. Katriel, Esq.
THE KATRIE LAW FIRM
12707 High Bluff Drive, Suite 200
San Diego, CA 92130

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT



CHRIS SAWYER
Signature of Clerk or Deputy Clerk

Date: 10/01/2012

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Percy Anderson and the assigned discovery Magistrate Judge is Frederick F. Mumm.

The case number on all documents filed with the Court should read as follows:

CV12- 8412 PA (FFMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.