

290 W Mt Pleasant Ave. 01 Floor Room 1 Livingston, NJ USA 07039

November 17, 2016

Complaint

Sharon Wright
Acting Division Chief
Consumer Inquiries & Complaints Division
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

RE: (b) (6)

New York NY 10011 Telephone: (b) (6) ICNumber: 1293799

Received: November 09, 2016

Dear Ms. Wright,

Thank you for referring the complaint of (b) (6) to our office for review. We appreciate this matter being brought to our attention. (b) (6) expressed concern requesting additional credits for internet service including interest.

According to our records, on April 8, 2015, telephone number (b) (6) was disconnected. At that time the account had an outstanding balance of \$231.03 with the last payment received \$76.18 on March 4, 2015. The April 10, 2015, bill was rendered for a total \$221.31 and reflected \$11.21 in credits for service billed in advance for March 25, 2015 – March 9, 2015., when the non basic services were suspended. The bill at the time services were disconnected was not paid in full and there is no record that it reflected that it was paid in full at the time of disconnect. The customer did receive credit totaling \$221.31 (\$130.98 for all internet service charges and \$90.33 for the voice service) on October 25, 2016. This credit cleared the final bill. The customer has received all the necessary credit and would not receive any credit for interest. The customer had not paid the disputed charges and the account reflected a balance owing until the credit was issued on October 25, 2016. The credit of \$90.33 for the voice service was issued as a courtesy to bring the account to a zero balance. Verizon was unsuccessful in attempts made to reach (b) (6) on November 10, 2016, and November 16, 2016, with messages left providing contact information. A please call letter was sent November 17, 2016.

We trust that this information will assist you in closing this complaint. We apologize for any inconvenience that (b) (6) has experienced as a result of the above matter. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file.

Sincerely,

Joyce Dulee Verizon Executive Relations Team



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 10/28/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6)
File No.: 1283196

Response Type: Billing Service Date: 10/24/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission (FCC) on behalf of (b) (6) regarding U-verse TV billing concerns. AT&T records confirmed (b) (6) was authorized on the account information provided.

On 10/25/2016, AT&T contacted (b) (6) via voicemail to acknowledge receipt of her complaint and to confirm any additional details pertaining to her issue.

AT&T investigated and determined that (b) (6) 's U-verse TV service was canceled as of 09/13/2016. AT&T spoke with (b) (6) oOn 10/27/2016 and 10/28/2016. A credit has been applied to (b) (6) 's U-verse account in the amount of \$223.66, addressing her billed U-verse TV charges for 06/06/2016 through 09/13/2016 and a late payment charge billed on her 07/16/2016 statement.

(b) (6) 's issues have been addressed and AT&T provided contact information should she have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Roger Pereira at rp2389@att.com or (925) 365-3720.

Sincerely,

Roger Pereira

Manager - Office of the President AT&T Services Inc.

cc: (b) (6)

Date Printed: 10/28/2016

Page: 1 of 1



November 22, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Indianapolis, Indiana 46254

FCC IC File Number: 1283217

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 26, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (b) (6) regarding XFINITY service.

On October 27, 2016, I contacted (b) (6) via electronic mail to discuss all concerns and an explanation regarding the billing issue was provided. After a detailed review of his claim, it was verified that due to a system error, (b) (6) received an incorrect eco-bill discount in the amount of \$10.00 effective May 5, 2016 through July 29, 2016. Appropriately, Comcast auditing department made the correction on July 29, 2016 and replaced it with a monthly discount in the amount of \$5.00. The change of service appears on the bill printed on August 14, 2016.

Upon further review, (b) (6) 's package was verified as Limited Basic Cable service with Blast internet at a monthly rate of \$59.99, plus a modem rental fee in the amount of \$10.00. In addition to the self-service discount in the amount of \$10.00, an increased loyalty discount in the amount of \$15.00 was added by a representative on September 21, 2016 to honor the rate promised. The promotional offer is effective August 21, 2016 through August 29, 2017. The change of service appears on the bill statement printed on October 14, 2016. (b) (6) was advised that the current monthly rate and billing amount generated on his account is deemed as accurate, with no further credits being warranted. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Avery H. Executive Customer Care Specialist (866) 642-4868 ext. # 3693792



November 16, 2016



Re:

(b) (6)

FCC File: #1283247

Response Due Date: November 30, 2016

Dear (b) (6)

This letter is in response to the above-referenced complaint that you filed on October 24, 2016 regarding your rate for services you were subscribed to, issues disconnecting your account and outstanding bills owed.

A member of our Executive Escalations team reached out to you on October 31 and November 9, 2016 to no avail. Even though we were not able to speak to you, we thoroughly reviewed your account. Our investigation concluded that there was no indication that you requested to voluntarily disconnect your account before it was disconnected for non-payment. Please know that your account is currently closed with no balance owed.

We hope this information has been helpful to you. Please contact our Executive Escalations department at (844) 233-3044 should you have additional questions or concerns regarding this complaint.

RESPONDING ON BEHALF of Cox Arizona Telcom, LLC and Cox Communications Arizona, LLC:

**Douglas Garrett** 

Executive Director, Regulatory Affairs

cc: Federal Communications Commission

Consumer & Governmental Affairs Bureau Consumer Inquiries and Complaints Division

1270 Fairfield Road

Gettysburg, Pennsylvania 17325-7245



290 W Mt Pleasant Ave. 01 Floor Room 1 Livingston, NJ USA 07039

November 10, 2016

Complaint

Sharon Wright
Acting Division Chief
Consumer Inquiries & Complaints Division
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

RE: (b) (6)

Philadelphia PA 19104 Telephone: (5) (6) ICNumber: 12832/3

Received: October 31, 2016

Dear Ms. Wright,

Thank you for referring the complaint of (b) (6) to our office for review. We appreciate this matter being brought to our attention. (b) (6) expressed concern about his Verizon monthly bill.

Upon receipt of this complaint, Verizon referred this matter to our Customer Service department. According to our records, (b) (6) — complained of charges for a partial month of service from September 16 through September 27, 2016 in which phone and internet service was not activated yet. (b) (6) — also expressed concern about being charged for a Modem/ Router combo not needed and activation charges which were promised to be waived for his initial inconveniences. After review, Customer Service issued a goodwill adjustment in the amount of \$30 for one month for the inconvenience of services. Customer Service also issued an activation fee adjustment in the amount of \$29.99 and a partial monthly adjustment for the dates mentioned above in the amount of \$18.74. Verizon has advised (b) (6) — that the total amount of the credit is in the amount of \$78.73 to be applied no later than the November 2016 billing statement. (b) (6) — has also been advised that he would receive credit for the modem/router once it was received. (b) (6) — was satisfied with our response. Furthermore, I have given him my personal work number should he have any additional questions or concerns.

We trust that this information will assist you in closing this complaint. We apologize for any inconvenience that (b) (6) has experienced as a result of the above matter. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file.

Sincerely,

Olan Olude Verizon Executive Relations Team



November 2, 2016



Re:

FCC File#: 1283281

Response Due Date: November 23, 2016

Dear Mr. Lee,

This letter is in response to your above-referenced complaint filed on October 24, 2016 in regards to our current rate increase for your subscribed level of internet service.

A member of our Executive Escalations team contacted you on October 29, 2016 to discuss your complaint and concerns. During this conversation, we went over your concerns with the recent rate changes. We offered you a promotion which gives you a rate of \$69.99 for 24 months for your current level of internet, of which you accepted. The promotion was added on October 29, 2016 and will expire on October 28, 2018.

Additionally, you advised us that you occasionally have issues with your service in the middle of the night when you are online. We offered to have a field technician come out to your home to address the service issues you have been experiencing. You declined our offer to have a field technician out to your home and said you would call another time to schedule. When you are ready to schedule your service, call please call our friendly Customer Care agents at 623-594-1000. For your convenience our technical support department is available 24 hours a day 7 days a week.

We hope this information has been helpful to you. Please contact our Executive Escalations department at (844) 233-3044 should you have additional questions or concerns regarding this complaint.

RESPONDING ON BEHALF of Cox Communications Arizona, LLC:

**Douglas Garrett** 

Executive Director, Regulatory Affairs

cc: Federal Communications Commission via Zendesk



November 23, 2016

## **SUBMITTED VIA FCC WEB PORTAL**

Ms. Sharon Bowers, Chief Consumer Inquiries and Complaints Division FCC – Consumer & Governmental Affairs Bureau 445 12<sup>th</sup> Street SW Washington, DC 20554

> RE: (b) (6) Serve Ticket # 1283328

Dear Ms. Bowers:

Time Warner Cable ("TWC") hereby submits its response in the above-referenced matter. Please note that TWC is now part of Charter Communications, Inc.

A representative contacted (b) (6) to discuss his concerns. The representative informed him that his services were repackaged when his promotional rate expired. The representative apologized that the agent did not make that clear when he visited the local Retail Store. (b) (6) understood and was satisfied with the explanation. He may contact Customer Care at 888-892-2253 with any further concerns.

We regret any inconvenience (b) (6) may have experienced. Please do not hesitate to contact us if you have any questions.

Respectfully submitted, /s/ Jamie Boggio Paralegal, Regulatory

cc: (b) (6)
Simi Valley, CA 93065



November 14, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Houston, TX 77025

FCC IC File Number: 1283338

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 24, 2016

### Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) regarding XFINITY service.

I attempted to contact (b) (6) several times to discuss all concerns. Unfortunately, my attempts were unsuccessful. In order to resolve this matter, contact with (b) (6) is necessary. However, our records indicate that on October 24, 2016, (b) (6) accepted our XFINITY Performance Pro Internet only package for \$49.99 per month for 12 months, effective through October 23, 2017. At the conclusion of this promotion, everyday rates will apply. Additional equipment charges, taxes and fees are not included in this promotion.

I apologize for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Fabian R. Executive Customer Relations 1-888-966-7794 Ext. 3025549



November 22, 2016

Federal Communications Commission 445 12<sup>th</sup> Street, SW 5-A847 Washington, D.C. 20554

Re: Suddenlink Communications ("Suddenlink")

Ticket number: 1283361 Complainant: (b) (6)

Dear Sir or Madam:

We are in receipt of Ticket Complaint Number 1283361 ("Complaint") regarding a billing issue for (b) (6)

In his complaint, (b) (6) states that when he disconnected his Suddenlink services, he was informed that he will be charged for the remainder of the month despite the termination of his services.

(b) (6) is displeased with Suddenlink's recent modification to its Terms of Service, which provides that service subscriptions are renewable on a monthly basis with no refunds provided for partial months.

Suddenlink, like many other entertainment, telecommunications and subscription services, makes its services available on a monthly basis; providing customers access to our high-quality products for the entirety of their monthly service period. We take customer communication of policy changes very seriously, and communicated to our customers prior to the change.

In addition, when a customer calls to disconnect their service, our representatives are instructed to remind the customer of the monthly period, and provide the option to schedule their disconnection date at the end of the monthly service period. For customers who choose to disconnect their service early and return their equipment, they can still continue to use our out-of-home services, such as Suddenlink2Go to view online programming and Suddenlink e-mail.

On November 17, 2016, a Suddenlink representative contacted (b) (6) in response to the complaint. The representative educated (b) (6) on the new Terms of Service and answered his questions.

Please feel free to contact me if you have any additional questions. Thank you for bringing this matter to our attention.

Sincerely,

Michael J. Zarrilli Vice President

Michael South

Government Relations & Senior Counsel

cc: (b) (6) Pioneer, CA 95666



November 4, 2016



Southington, Connecticut 06489

Re: (b) (6)

FCC File #: 1283515

Response Due Date: November 25, 2016

Dear (b) (6)

This letter is in response to your complaint as referenced above and filed with the Federal Communications Commission on October 26, 2016.

Periodically, Cox Communications adjusts rates for various services. The recent increase you experienced for Cox High Speed Internet was announced via a bill message in September 2016. The change took effect on October 6, 2016, and was reflected in your October statement. Please note it was not in 'retaliation' for dropping your cable service.

In Connecticut, late fees on Cox Internet service are assessed on any outstanding balance that is 30 days past due, with a minimum assessment of \$10.00. The fee is calculated as 8% of the past due amount and is applied on the bill cycle date. Late fees can be avoided by assuring Cox receives payment by the due date printed on your monthly statement.

If you have any additional questions regarding this matter, please feel free to contact your designated Executive Customer Escalation Representative, Mark Brown, directly at 877-269-9566 extension 3427. We thank you for your continued patronage and look forward to providing you with exceptional customer experiences.

RESPONDING ON BEHALF of CoxCom, L.L.C.

**Douglas Garrett** 

**Executive Director, Regulatory Affairs** 

cc: Federal Communications Commission via Zendesk



November 16, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Naples, FL 34110

FCC IC File Number: 1283547

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 26, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (b) (6) regarding XFINITY service.

On October 27, 2016, I spoke with (b) (6) and attempted to provide a detailed explanation of the overall bill which included prorates. (b) (6) declined speaking about her concerns. I reviewed the account and confirmed that the account was prorated for modem rental fees from February 10, 2016 through May 10, 2016 totaling \$140.71.

A refund request was processed and should be received within 7-10 business days. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Olga V. Executive Customer Relations (561) 881-3260



November 18, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

San Ramon, CA 94582

Case Number: 1283588

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) (6)

I made several attempts to contact (b) (6) using all available contact methods. While my attempts were unsuccessful, our records indicate (b) (6) currently subscribes to the HD XFINITY Home Premiere Triple Play package at \$234.95 per month effective from April 6, 2013 with no agreement. (b) (6) service related issues were resolved on October 24, 2016 after a degraded service outage was resolved. In order to address any additional billing or service concerns, contact is necessary. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (6) (6) should there be additional questions or concerns.

Sincerely,

Timothy P. Executive Customer Relations (888) 966-7794 Ext. 3025533



P.O. Box 3190 Chandler, AZ 85244

December 14, 2016

Sharon Wright Acting Division Chief Consumer Inquiries & Complaints Division Consumer & Governmental Affairs Bureau Federal Communications Commission 445 12th Street, S.W. Washington DC 20554

Re: Name and address:

Washington DC 20001 Serve ticket#: 1283609 Service date: 12/07/2016

Dear Ms. Wright,

This letter is in response to the above-referenced complaint. Thank you for referring it to our office for review. (b) (6) states he would like confirmation that his Verizon Wireless account has a zero balance. (b) (6) states he has been getting collection calls and would like them to be stopped.

In an effort to provide a satisfactory agreement the Executive Relations Office spoke with (b) (6) on December 8, 2016. I did confirm there was a balance on his Verizon Wireless account that was sent to a collection agency. I let (b) (6) know he would need to contact the collection company to make any payments. I also let Mr. Mcleod know that Verizon Wireless is not contacting him but Sunrise is. (b) can contact Sunrise at 888-707-1422 to make any payment arrangements.

Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file. Should Michael Mcleod have any questions or concerns, I may be reached at 800-779-2067 ext. 2221260 between 7:30 AM - 4:30 PM MST, Monday - Friday.

Sincerely,

Ashley Q. Executive Relations



December 9, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re: (b) (6

Bloomfield Hills, MI 48304

FCC IC File Number: 1283613

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 26, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) regarding service issues and her claim of unauthorized charges on her XFINITY account.

We initiated an investigation into her claim. On November 1, 2016, I spoke with (b) (6)—to discuss her concerns and review her account with her. During our discussion, I scheduled a service visit for November 5, 2016 for a Comcast technician to visit (b) (6)—'s residence and investigate her service issues. During the visit, the technician found that the services were working according to specifications. A credit in the amount of \$50.00 was applied to (6)—'s account to waive the service visit fee, which was reflected on (5) (6)—'s billing statement dated November 16, 2016.

also referenced billing concerns. Our records reflect that (b) (6) is enrolled in a 24-month transitional promotion for the Preferred Video/Blast with HBO, which had a monthly rate of \$99.99 from August 15, 2015 through August 15, 2016 and transitioned to a monthly rate of \$119.99 effective August 16, 2016 through August 15, 2017. (b) (6) is also enrolled in a promotion for digital video service, which was provided at no charge from August 15, 2015 through August 15, 2016 and transitioned to a monthly rate of \$5.00 effective August, 15, 2016 through August 15, 2017. (b) (6) is account also includes free High Definition Service that is valid from July 20, 2016 through July 29, 2017, two additional Digital Outlets at a monthly rate of \$9.95 each, a Digital Transport Adapter in at the monthly rate of \$3.99, and a modem lease fee in the amount of \$10.00.

also referenced a concern with regard to reconnection fees that have applied to her account. Our records reflect the reconnection fees are valid. (b) (6) 's services were interrupted for non-payment on October 11, 2016 and October 25, 2016. The services were restored on October 12 and 26, 2016 causing reconnection fees in the amount of \$12.00 to apply to the account on each of the two days. I explained to (b) (6) that her billing cycle is from the 30<sup>th</sup> through the 29<sup>th</sup> and her monthly due date is the 6<sup>th</sup> of each month. In the interest of good customer service, on November 1, 2016, I applied a credit in the amount of



\$24.00 to waive the reconnection fees that previously applied. This credit was reflected on (b) (6) 's billing statement dated November 16, 2016.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (6) (6) should there be additional questions or concerns.

Sincerely,

Avery Huckaby Executive Customer Care Specialist (866) 642-4868 ext. 3693792



November 15, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Glenolden, PA 19036

FCC IC File Number: 1283633

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 26, 2016

Dear Sir/Madam:

On November 2, 2016, I spoke with (b) (6) through a relay interpreter, and provided an explanation regarding the current promotional rate and duration of the promotion. Our records indicate on October 16, 2014, a 24 month transitional promotional rate for the Preferred Internet service was added to the account, which was effective until October 15, 2016. The first year promotional rate was \$29.99 per month effective October 16, 2014 through October 15, 2015, and the second year promotional rate was \$44.99 per month effective October 16, 2015 through October 15, 2016. On October 16, 2016, the promotion expired and the retail rate of \$69.95 per month applied to the account. Please be advised the billing on the account is accurate.

On October 24, 2016, a 12 month promotional rate for the Performance Internet service at \$49.99 per month was applied to the account effective October 24, 2016 through October 23, 2017. In addition, a 12 month free promotional rate for the Blast Speed service was applied to the account effective November 2, 2016 through November 1, 2017. At the conclusion of the promotions, standard retail rates will apply. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information; to (b) (6) should there be additional questions or concerns.

Sincerely,

Kimberly Luke Executive Customer Relations (302) 731-3727

cc:

) (6)



November 22, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (b) (6) - IC # 1283731

Notice of Informal Complaint, Serve Date 10/26/2016

Ms. Bowers:

CenturyLink has completed a review of the informal complaint filed by complaint, (b) (6) wrote "I was a promised the price of 29.95 with out the usual autopay & paperless billing, as I had several issues with repeated or wrong autopay amounts on a previous customer experience with Centurylink. Now I am being told that it is impossible for them to honor that agreement. They argue that it can not be found anywhere in the notes, and so this must simply not be so. Cancelling means a 200. cancellation fee; and I have already purchased the modem which makes it an additional financial burden should I decide to cancel. How do these companies get away with just lying to customers about their offers."

(b) (6) s CenturyLink Internet account was established September 12, 2016. The base rate for the Internet service is \$74.00 per month. The first bill included a term commitment discount of \$44.05 with AutoPay and Paperless bill. (6) (6) did not sign up for AutoPay and Paperless bill and therefore the discount changed to \$34.05 on the October and November bills.

In order to resolve this matter, a request has been submitted to apply a \$10.00 Loyalty discount for the next twelve months. With the addition of the \$10.00 discount, the Internet rate will be \$29.95 before applicable taxes, fees and surcharges. I will follow up and review the December 14, 2016 bill to confirm the discount is applied.

CenturyLink appreciates the opportunity to review this matter.

Sincerely.

Ann Anderson

CenturyLink Customer Advocacy

CC:

(b) (6)

930 15<sup>th</sup> Street
Denver, CO 80202
FAX: 888.634.0013



November 22, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re: (b) (6)
Chicago, Illinois 60621

FCC IC File Number: 1283751

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 26, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by Vanasha Little (authorized on the account) regarding XFINITY service.

On November 9, 2016, I spoke with (b) (6) and confirmed that we have no record of three unauthorized active accounts under her name or (b) (6) are 's name. (b) (6) confirmed that no billing statements have been received for other accounts outside of their active account.

The user ID under their account was suspended on November 10, 2016, per (b) (6) 's request. There were no additional name changes or password changes on their active account. Additionally, I confirmed their account is active with video and digital voice service; there is no active internet service on the account. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

David S. Executive Care Specialist 888-736-6711 ext. 1351063



Verizon Executive Relations Team 290 W. Mt. Pleasant Ave FLR 1 Livingston, NJ 07039

November 29, 2016

Complaint

Sharon Wright
Acting Division Chief
Consumer Inquiries & Complaints Division
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

RE: (b)(6)

Fairfax VA 22030 Telephone: (b) (6) ICNumber: 1283766

Received: November 18, 2016

Dear Ms. Wright,

Thank you for referring the complaint of (b) (6) to our office for review. We appreciate this matter being brought to our attention. (b) (6) expressed concern about an Early Termination Fee billed to the account when he discontinued service.

On November 23, 2016, our billing representative spoke with (b) (6) and explained on January 11, 2016 he spoke with our business office and was issued an additional savings of \$30.00 a month which put him in a new contract. He would not have been eligible for the \$30.00 discount without being in a contract. In addition, an email confirmation was sent outlining the details of the new contract. (b) (6) expressed he left Verizon due to technical issues which he spent a lot of time on the phone attempting to resolve. We offered to adjust half of the Early Termination Fee billed to the account totaling \$75.00 due to his service experience and (b) (6) accepted. The new balance due for the account is \$285.52 and the customer advised he will pay the balance.

We trust that this information will assist you in closing this complaint. We apologize for any inconvenience that (b) (6) has experienced as a result of the above matter. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file.

Sincerely,

Nyree White Verizon Executive Relations Team (973) 533-4405



November 22, 2016

(b) (6)
Santa Barbara, California 93111

Re:

(b) (6)

FCC File#: 1283769

Response Due Date: November 25, 2016

Dear (b) (6)

This letter is in response to the above-referenced complaint.

Your complaint states that Cox consistently raises prices without increasing service for your Cox High Speed Internet service. On October 24, 2016, Cox increased internet rates for customers who subscribe to internet service only. Customers were notified 30-days prior to the effective date of the increase. While we prefer not to do so, from time to time, it is necessary for us to increase our rates in order to cover operational costs that allow us to continue to provide the best possible service to our customers. The market for video, phone and Internet services is competitive. For instance in Santa Barbara, you can select Frontier or Cox to provide internet services. Having this choice helps keep our rates competitively priced compared with other providers.

We do appreciate your being our customer and we hope the overall value, high quality service and customer support that Cox provides will cause you to continue to be a Cox customer.

RESPONDING ON BEHALF of Cox Communications California, LLC

**Douglas Garrett** 

Executive Director - Regulatory Affairs

cc: Federal Communications Commission via Zendesk



Verizon Executive Relations Team 290 W. Mt. Pleasant Ave FLR 1 Livingston, NJ 07039

November 18, 2016

Complaint

Sharon Wright
Acting Division Chief
Consumer Inquiries & Complaints Division
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

RE: (b)(6)

Philadelphia PA 19145

Telephone: (b) (6) ICNumber: 1283772

Received: October 26, 2016

Dear Ms. Wright,

Thank you for referring the complaint of (b) (6) to our office for review. We appreciate this matter being brought to our attention. (b) (6) expressed concern about charges for services that he had not accepted.

According to our records, Verizon reviewed the customers account billing and showed HBO NOW and Tech Support Pro were added to the customer account on 8/08/16 and was shown on the 9/08/16 billing statement. There was no charge for the HBO NOW; this was on a free trial promotion and a \$5.00 fee for the Tech Support Pro. The 10/08/16 billing statement shows a charge of \$14.99 for HBO NOW and a \$5.00 fee for the Tech Support Pro. Our records show the customer did not authorize these services. An order was submitted on 10/24/16 that removed both services. Verizon has issued a credit of \$48.59 to the account for the services, taxes and inconvenience. This information has been forwarded to the appropriate Management for further review.

Verizon has not been successful in our attempts to contact the customer via phone to discuss this matter. We have provided the information to the customer via voicemail messaging.

We trust that this information will assist you in closing this complaint. We apologize for any inconvenience that (b) (6) has experienced as a result of the above matter. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file.

Sincerely,

Monica Belmar Verizon Executive Relations Team (804) 772-7822

### November 28, 2016



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Mobile, AL 36607

FCC IC File Number: 1283779

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

## To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

Effective June 1, 2016, all of the data usage thresholds in the markets where we have implemented data usage plans were increased from 300 GB to 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold.\(^1\) If the threshold is exceeded a third time, no further courtesy months will be provided.

When the data usage plan launched, affected customers were notified of the data usage plan policy via U.S.P.S. mail and/or email approximately one month prior to its implementation and a reminder email was sent the day of launch. New customers receive a link to the data usage policy via email during the first week of their XFINITY Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

 $<sup>^{1}\,\</sup>underline{\text{http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion}}$ 

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

- An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>
- Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

A Comcast Customer Security Assurance technician attempted to contact (b) (6) to advise him of the aforementioned information and address any other concerns. Unfortunately, the attempt was unsuccessful. The technician left a message with her direct contact information should (b) (6) have further questions regarding this matter.

I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to (6) (6) so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Acton, MA 01720

FCC IC File Number: 1283826

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

## To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

Effective June 1, 2016, all of the data usage thresholds in the markets where we have implemented data usage plans were increased from 300 GB to 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold.\(^1\) If the threshold is exceeded a third time, no further courtesy months will be provided.

When the data usage plan was implemented, affected customers were notified of the change via U.S.P.S. mail and/or email approximately one month prior to its implementation and a reminder email was sent the day of launch. New customers receive a link to the data usage policy via email during the first week of their XFINITY Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

• An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx

• Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

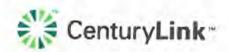
I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to Mr. Feeley so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

cc:





November 29, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (b) (6)

- IC 1283875

Notice of Informal Complaint Service Date 10/31/2016

Dear Ms. Bowers:

Please be advised that CenturyLink has completed a review of the informal complaint filed by (b) (6). In the complaint, (b) (6) states that CenturyLink says he's paying for, and receiving, 7mbps. He's only getting 1.5mbps, and was told that is the only speed available at his address.

CenturyLink technical support records show that (b) (6) s connectivity is at 100-140% of his provisioned speed of 3mbps, with a stable connection.

CenturyLink apologizes for any inconvenience (b) (6) has experienced while resolving this matter.

Sincerely,

Joni L. Duran

cc. (b) (6)

930 15<sup>th</sup> St, 11<sup>th</sup> Flr Denver, CO 80202 844 840-3532 www.centurylink.com



December 8, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6) Shirley, MA 01464

FCC IC File Number: 1283893

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 31, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) regarding his XFINITY service.

On November 2, 2016, I spoke with (b) (6) regarding the above referenced concerns.. Due to the age of the prior account, there were no records retained pertaining to any ongoing service issues. A credit in the amount of \$106.34 was applied to the account on November 1, 2016 for the prior account balance. The credit appeared on the next billing statement, which was issued on November 1, 2016. Internet service was installed at the above referenced location on November 2, 2016. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (6) (6) should there be additional questions or concerns.

Sincerely,

Janice Falzone Greater Boston Region Executive Customer Relations



November 3, 2016

Wendy Chambers, Deputy Division Chief Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street, SW, 5-A847 Washington, DC 20554

Re: (b) (6) - Serve ticket: 1283920

Dear Ms. Chambers,

Thank you for forwarding the complaint of (6) (6) to our attention. Please accept this letter as Bright House Networks' (BHN) reply to that inquiry. BHN is now part of Charter Communications, Inc.

BHN contacted (b) (6) and, after reviewing the account, advised him that the charges were valid. (b) declined our offer to send a repair team when he reported the service issue. We have his sig(c) installation order on file, and (b) (6) acknowledged the charges for the installation of additional outlets. The balance reflects the charges for services rendered and work performed. (b) (6) did not make a payment on his account, and he was subsequently disconnected for non-payment. (b) (6) may contact Customer Care at 855-222-0102 with any further concerns.

Please feel free to contact us with any questions or concerns.

Sincerely,

Jennifer L Parkhurst Specialist- CCED Bright House Networks

cc:

Kenneth City, FL 33709



November 16, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
Washington, DC 20554

Re:

(b) (6) – IC# 1284003

Notice of Informal Complaint filed 10/24/2016

Dear Ms. Bowers:

Please be advised that CenturyLink has completed a review of the complaint filed by states that he originally called to order just the internet. He says he bought his modem from CenturyLink but they billed him for a lease. He says his first bill was incorrect with the modem lease and installation fee, and he was told to pay the bill and they would make the adjustments on the next bill. They did, but they were not the adjustments that he was told he would get. He says he spent hours on the phone and put in a letter in with the bill, paying what he should have been charged every month. He says he did not receive a bill in July or August and then he got a message on the computer saying he was being shut off for non-payment. He called; they insisted they sent the bills out and to check the bills online, which he could not because the service was off. He says they turned it back on so he could view the bills and four days later the same message came up on the TV. He says he has been shut off since September 29<sup>th</sup> and still not received the bills. He wants service back on, and the bills straightened out. He was told \$29.95 a month and was told it was contingent on auto pay, which he would not set up until they get the bill correct.

CenturyLink regrets any inconvenience (b) (6) experienced while trying to resolve his CenturyLink bill. He received a \$19.95 credit for the activation fee March 2, 2016. His leased modem was converted to a purchased modem; however it was not set up in three payments. Since he did not pay in full each month, the account was billed late fees. It appears that the lot number was missing on the address which caused him not to receive his bills after June. CenturyLink contacted the Post Office and re-mailed the bills with the lot number, yet they still were returned.

The account is disconnected at this time. CenturyLink has adjusted the \$96.07 final balance in full as it was primarily late fees (\$42) and missing autopay discounts (\$54.07). If (b) (6) wishes to reactivate service he may call 800-244-1111.

Sincerely,

Brenda Spence

 $C_{C'}(b)(b)$ 

930 15<sup>th</sup> St. 11<sup>th</sup> Flr Denver, CO 80202 Tel 877-440-8959 Fax 888-634-0013



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Loveland, OH 45140

FCC IC File Number: 1284034

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

### To the Commission:

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. In the markets where we have implemented a usage-based approach, the standard XFINITY Internet data plan is set at 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month are provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

I trust this letter provides your office with the information required in this matter. Please contact us directly if you have any questions or require additional information.

Sincerely,

Customer Security Assurance 720-616-7739

cc:

b) (6)



December 7, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re: (b) (6)

Doraville, Georgia 30340

FCC IC File Number: 1284055

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (b) (6) regarding her claim of unauthorized charges on her XFINITY account.

We initiated an investigation into her claim. I attempted to contact (b) (6) several times to discuss all concerns. While my attempts were unsuccessful, our records indicate (b) (6) activated service on September 30, 2016, and currently subscribes to a 12-month bundled rate including Digital Starter Double Play service at a rate of \$99.99 monthly. To clarify, the bundled rate includes the BLAST! High-Speed Internet with speeds of up to 75 mbps. The promotion was activated September 30, 2016, and expires September 30, 2017. Pricing does not include equipment charges, taxes, or fees. At the conclusion, regular retail rates will apply.

Comcast's records indicate (b) (6) received an order confirmation via e-mail on September 23, 2016, and again on September 30, 2016, confirming the services as subscribed. In addition, (b) (6) made contact with customer service on September 30, 2016, and received an explanation of the current promotion. The offer originally suggested is unavailable, and therefore the requested changes were not made. I was unable to reach (b) (6) to further discuss resolution to this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (6) (6) should there be additional questions or concerns.

Sincerely,

James G. Executive Customer Relations (256) 922-6535



Diane L. Peters

Senior Regulatory Affairs Manager 200 Meridian Centre Boulevard, Suite 130 Rochester, NY 14618

**TEL:** (585) 255-1425 Diane.Peters@Level3.com

December 2, 2016

(b) (6)

Plano, TX 75093

Re:

(b) (6)

1284072

Dear (b) (6) :

This letter acknowledges receipt by Level 3 Communications, LLC of correspondence forwarded to the Federal Communications Commission (FCC). The FCC has directed us to investigate your concerns under its informal complaint process.

Your individual file number is specified in the reference block above. You should reference this number if you contact the FCC about your complaint.

We have investigated the situation you describe. In line with Section 1.717 of the FCC's rules and regulations our written investigation report is included with this letter.

Sincerely,

Diane L. Peters

Drane & Rte

Enclosure

### RESPONSE TO FCC INFORMAL COMPLAINT

Carrier: Level 3 Communications, LLC

Complainant: (b) (6)

Serve Ticket No.: 1284072

Date of Response: December 2, 2016

Nature of Complaint: (b) (6) contacted the Federal Communications Commission concerning

disconnection for nonpayment on Level 3 Communications Billing Account

477535.

Response: Our investigation determined that Level 3 Communications, LLC provided

Internet service to (b) (6)

Delhi, NY, under the terms of a Service Order signed by the customer on June 9,

2015. The initial billing date was October 19, 2015.

Per Section 4 of the Service Order:

"Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 "Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request."

Per Section 4 of the standard Master Service Agreement:

"If (i) Customer fails to pay Level 3 any undisputed charges when due and such failure continues for 5 business days after written notice from Level 3 or (ii) either party fails to observe any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may terminate this Agreement or any Order, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If Customer cancels or terminates Service for convenience or Level 3 terminates Service for cause, Customer will pay Level 3 a

termination charge equal to the sum of: (A) if prior to delivery of a Connection Notice, (i) for "off-net" Service, third party termination charges for the cancelled Service; (ii) for "on-net" Service, 1 month's monthly recurring charges for the cancelled Service; (iii) the non-recurring charges for the cancelled Service; and (iv) Level 3's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery or (B) following delivery of a Connection Notice, (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges (if any) for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) to the extent not recovered by the foregoing, any termination liability payable to third parties by Level 3 resulting from the termination and any out of pocket costs incurred in constructing facilities to the extent such construction was undertaken to provide the Services.

It may be seen in the attached aging that a partial payment was made on May 27, 2016, leaving a balance due. No further payments were received, so Level 3 sent the attached disconnection notice to the customer on August 5, 2016.

Ms. Koch of Level 3 contacted (b) (6) by phone on August 17, 2016, to discuss the need for payment on Billing Account 477535. (b) (6) advised that she would submit payment that day through Level 3's online portal. No payment was received. The account was suspended on August 24, 2016.

The End Billing Date was August 31, 2016. Early Termination Liability charges of \$10,428.61 were applied to the account on September 6, 2016. Payment was received on September 14, 2016, but at this point the process was too far advanced to restore service. As explained to (6) (6) (6) (6) (7), once an account is permanently disconnected, the service can only be reactivated by initiating a new agreement.

A credit of \$846.76 was applied to the account on the final October 1, 2016 invoice to cover charges billed on the September 1, 2016 invoice. Although the billing reflected an August 31, 2016 termination date, for internal reasons the physical disconnection was delayed until October 21, 2016.

Level 3's legal team is discussing the matter directly with (b) (6) legal counsel and hopes to reach a resolution.

Preparer:

Diane L. Peters Sr. Manager Regulatory Affairs Level 3 Communications, LLC (585) 255-1425 diane.peters@level3.com



## <u>Customer Information and Contract Specifications</u>

Customer Name: (b) (6)

## **Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
40236 STATE HIGHWAY 10, DELHI, NY 13753 USA	Internet Access - 1.5 Mbps	New	36	1	\$210.00	\$0.00	\$210.00	\$0.00
	- Primary DNS (up to 10)							
	- Secondary DNS (up to 50)							
	Internet Transport			1	\$543.77	\$0.00	\$543.77	\$0.00
	Site Readiness			1	\$0.00	\$0.00	\$0.00	\$0.00
	- Transport = T-1							
	- Standard Delivery - To the MPoE (Customer Provided)							
	Subtotal						\$753.77	\$0.00
	Totals						\$753.77	\$0.00

Additional charges may be assessed and billing may otherwise commence if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

# **Terms and Conditions Governing This Order**

- 1. This confidential Customer Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
- 2. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer (which may be via e-mail) of price increases due to price changes by off-net suppliers. Customer has 2 business days following such notice to terminate this Customer Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
- 3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Customer Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
- 4. Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Commit Date ("CCD") (i.e. the



projected installation date) or Level 3's delivery of the requested Service. If the Order is to renew or modify the Services, Level 3's acceptance will be evidenced by its implementation of the renewal or modify rates or other changes set forth herein.

- 5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
- 6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
- 7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <a href="https://www.level3.com/taxes">www.level3.com/taxes</a>.
- 8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at <a href="https://MyLevel3.net">https://MyLevel3.net</a>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.
- 9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

### **Additional Order Terms**

As used herein, "Level 3" includes Level 3's affiliates, including but not limited to tw telecom holdings, llc ("TWTC"), where such affiliates are providing the Services identified in the Order.

#### <u>Invoices</u>

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

### **Activation Support**

If requested by Customer, and for an additional charge (see the then prevailing Time and Materials rates posted at <a href="https://www.twtelecom.com">www.twtelecom.com</a>), assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

### **CPNI** Disclosure Authorization

By placing this order through a third-party sales organization participating in an applicable Channel Sales program ("Authorized Sales Rep"), Customer authorizes and directs Level 3 to disclose to the Authorized Sales Rep, through which Customer has ordered services, confidential information about Customer's services including, without limitation, all Customer Proprietary Network Information ("CPNI"), as defined under federal law in in 47 U.S.C. 222 (as amended), the regulations at 47 C.F.R. 64.2001 *et seg.* (as amended), and all state regulations addressing CPNI and/or confidentiality of

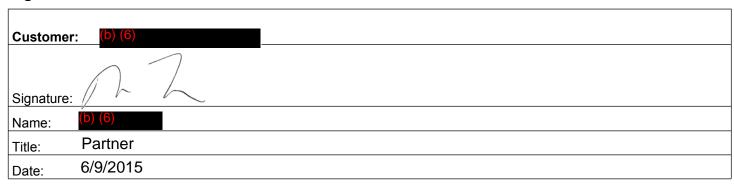


customer information. Customer waives all claims of any kind against Level 3 arising from or related to the disclosure of CPNI or other confidential information to the Authorized Sales Rep.

#### **Equipment Recovery**

Upon termination of a Service for any reason, Level 3 or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Level 3 Equipment located on Customer's premises. Alternatively, Level 3 may request that Customer package Level 3 Equipment and return it, at Level 3's cost, to a location identified by Level 3. If Customer does not provide Level 3 with access to its premises to allow Level 3 to recover the Level 3 Equipment within thirty (30) days following Level 3's contact, or if Customer does not ship the Level 3 Equipment to Level 3 within the thirty (30) days, then Level 3 may charge Customer and Customer shall pay for the replacement cost of such Equipment.

#### Signature Block



Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

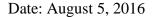
## Level(3)

#### MASTER SERVICE AGREEMENT

This Agreement contains the general terms and conditions applicable to purchases of services ("Services") from Level 3.

- 1. Service Delivery. Requests for Services will be on Level 3 orders ("Orders") stating the pricing and term ("Service Term") for which Services are requested. The Service will continue on a month to month basis at the expiration of the Service Term at Level 3's then current rates. Level 3 will notify Customer electronically or in writing (a) of acceptance of the Customer Order by delivering the date by which Level 3 will install Service (the "Customer Commit Date") and (b) when Service is installed (a "Connection Notice"), at which time billing will commence ("Service Commencement Date"). Unless Customer notifies Level 3 within 3 days of the Service Commencement Date that Service is not working properly, the Service will be deemed accepted and billing will commence on the Service Commencement Date. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date. Customer will at its expense timely provide suitable access to non-Level 3 facilities and power for the installation, maintenance, upgrade and/or removal of Level 3 network and equipment. If third party local access services are obtained by or for Customer, Customer will cooperate with Level 3 by providing: (i) information (including firm order commitments (FOC)) to enable cross-connects to Level 3 Service(s), (ii) necessary authorizations and other information respecting circuit grooming, and (iii) written third party disconnection FOCs where a related Service is disconnected. Title to all equipment and software provided by Level 3 remains with Level 3. Level 3's then current Acceptable Use and Privacy Policies (available at <a href="https://www.level3.com">www.level3.com</a>) apply to Customer's use of Service.
- 2. Charges. Invoices are delivered monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears, partial months being prorated. Level 3's standard charges apply to moves, adds or changes agreed to by Level 3. Past due amounts bear interest at the lesser of 1.5% per month or the highest rate allowed by law. Customer agrees to pay all Service charges, even if incurred as the result of unauthorized use. If Customer disputes an invoice, Customer will pay the undisputed amount by the due date and submit written notice of the disputed amount detailing the nature of the dispute and the invoices disputed. Disputes must be submitted within 90 days of the date of the invoice or the right to dispute is waived. If a dispute is resolved against Customer, Customer will pay the disputed amounts plus interest from the due date within 30 days. Level 3 may require a security deposit of up to 2 months estimated charges as a condition to accepting an order or, for a) usage-based Services at any time; or b) non-usage based Service if Customer fails to timely pay Level 3 hereunder or Level 3 reasonably determines that Customer has had an adverse change in financial condition. If any change in applicable law or regulation affects the delivery of Service, Level 3 may pass any increased costs through to Customer and Customer may terminate the affected Service without termination liability by delivering written notice to Level 3 within 30 days.
- 3. Taxes and Tax Like Fees. Except for Level 3's net income tax, Customer is responsible for all taxes, fees, surcharges, license fees, foreign withholding (which will be grossed up) and other tax like charges imposed on or incident to the provision, sale or use of Service (whether imposed on Level 3 or its affiliates). Level 3 may recover taxes, fees, and certain costs of administering the same through a percentage surcharge(s) on the Services. Valid exemption certificates will be given prospective effect upon receipt by Level 3.
- 4. Termination. If (i) Customer fails to pay Level 3 any undisputed charges when due and such failure continues for 5 business days after written notice from Level 3 or (ii) either party fails to observe any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may terminate this Agreement or any Order, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If Customer cancels or terminates Service for convenience or Level 3 terminates Service for cause, Customer will pay Level 3 a termination charge equal to the sum of: (A) if prior to delivery of a Connection Notice, (i) for "off-net" Service, third party termination charges for the cancelled Service; (ii) for "on-net" Service, 1 month's monthly recurring charges for the cancelled Service; (iii) the non-recurring charges for the cancelled Service; and (iv) Level 3's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery or (B) following delivery of a Connection Notice, (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges (if any) for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) to the extent not recovered by the foregoing, any termination liability payable to third parties by Level 3 resulting from the termination and any out of pocket costs incurred in constructing facilities to the extent such construction was undertaken to provide the Services. In lieu of installation Service Level credits, if installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Level 3, provided (i) such notice is delivered prior to delivery of a Connection Notice for the affected Service and (ii) this right
- 5. LIABILITY LIMITATIONS. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ORDER. LEVEL 3 WILL HAVE NO LIABILITY FOR ANY CLAIMS RELATING TO 911 OR OTHER EMERGENCY REFERRAL CALLS. LEVEL 3 MAKES NO WARRANTIES OR REPRESENTATIONS RESPECTING THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **6. Service Levels.** The Service level commitments ("Service Levels") for Services are stated in the applicable Service Schedules for each Service. Maintenance of the Service may, but ordinarily will not, result in limited Service interruptions. Periods of force majeure and maintenance are "Excused Outages". If Level 3 does not meet a Service Level (based on Level 3's records) applicable service credits will be issued upon Customer's request to Level 3 Customer Service. Credits must be requested within 60 days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any).
- 7. Assignment. Customer may not assign its rights or obligations under this Agreement or any Order without the prior written consent of Level 3, not to be unreasonably withheld. Customer may not resell Service provided pursuant to this Agreement but Customer may use such Service in the normal course of its business. Customer will indemnify and defend Level 3, its affiliates and their agents against any claims arising from or related to Customer's use of the Service. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under this Agreement.
- 8. Miscellaneous. The terms of this Agreement and all information of a confidential nature acquired in performing this Agreement is confidential and shall not be disclosed to third parties. Notices will be made in writing to the address below. If no Customer address is provided below, Level 3 may provide notices under this Agreement to any address identified in an Order. Services may be provided by Level 3 or its affiliates and Level 3 may use third parties to provide Services. This Agreement is the entire agreement between the parties respecting the subject matter hereof and can only be modified in a writing signed by both parties. Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure to perform due to causes beyond such party's reasonable control. If either party fails to enforce any right or remedy under this Agreement, such failure will not waive the right or remedy. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. Each party shall comply with all applicable laws, rules and regulations associated respectively with Level 3's delivery or Customer's use of the Services under the Agreement. With respect to Services provided in Latin America, Customer agrees that it (or its local affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 affiliate which provides the local Service(s), and such Level 3 affiliate will invoice the Customer (or its local affiliate) party to the LCA for the respective local Service(s).







IF YOU HAVE ALREADY MADE FULL PAYMENT, THANK YOU AND PLEASE DISREGARD THIS NOTICE.

#### Dear Sir or Madam:

This notice is being provided by Level 3 Communications, LLC. Our records indicate that there is a total past due amount of \$2,485.92 on your account. This balance is net of disputes totaling \$. As a valued customer, your business is appreciated and we want you to continue to enjoy our services. Therefore, to avoid disconnection of your services, full payment or payment arrangements satisfactory to us must be received by 5:00 p.m. Mountain Standard Time, August 19, 2016.

If you have any questions, please contact Mera Koch at (636) 625-7037.

Please remit payment via overnight mail to:

Wells Fargo Lockbox 1700 Lincoln Street Lower Level Three Denver, CO 80274

Be sure to include your account number, (477535-TW) and invoice numbers on your check to ensure proper handling.

Your prompt attention to this matter is appreciated and will prevent service interruption. Thank you for your continued business.

#### Sincerely,

Level 3 Communications Mera Koch Collections Specialist II (636) 625-7037 Mera.Koch@level3.com



## Account 477535 - IP Living (INDIRECT)

				Payment	Payment	Credits/A	Amt Past	Current	Late Payment	Total Amt
Invoice #	Invoice Date	Due Date	Prev. Bal	Rec'd	Date	dj	Due	Charges	Charge	Due
					9/14/16,					
47229351	10/1/2016	10/31/2016	4181.68	-4132.6	9/30/16	-846.76	-797.68	10497.96	0	9700.28
46483083	9/1/2016	10/1/2016	3298.2	0		0	3298.2	846.76	36.72	4181.68
45783641	8/1/2016	8/31/2016	2461.38	0		0	2461.38	812.28	24.54	3298.2
45126566	7/1/2016	7/31/2016	1636.74	0		0	1636.74	812.28	12.36	2461.38
44392643	6/1/2016	7/1/2016	2449.02	-1624.56	5/27/2016	0	824.46	812.28	0	1636.74
43787882	5/1/2016	5/31/2016	1624.56	0		0	1624.56	812.28	12.18	2449.02
43198767	4/1/2016	5/1/2016	1624.56	-812.28	3/2/2016	0	812.28	812.28	0	1624.56
42630532	3/1/2016	3/31/2016	1566.02	-753.74	2/3/2016	0	812.28	812.28	0	1624.56
41954000	2/1/2016	3/2/2016	3168.76	-2390.47	1/15/2016	0	778.29	812.28	-24.55	1566.02
9344286	1/1/2016	1/31/2016	2390.47	0		0	2390.47	753.77	24.55	3168.79
8963352	12/1/2015	12/31/2015	1636.7	0			1636.7	753.77	0	2390.47
8771006	11/1/2015	12/1/2015	0	0		0	0	1636.70	0	1636.70



November 14, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6) Crown Point, IN 46307

FCC IC File Number: 1284080

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: November 2, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) regarding XFINITY service.

On November 9, 2016 I spoke with (b) (6) and explained our records confirm the installation fees assessed were chargeable. As a courtesy, on November 9, 2016 I applied \$100.00 for the installation fees and informed (b) (6) the credits will appear on the billing statement to be issued on November 12, 2016. I apologize for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Tiffany H. Executive Care Specialist 888-736-6711 Ext. 1351097



December 2, 2016

#### **SUBMITTED VIA FCC WEB PORTAL**

Ms. Sharon Bowers, Chief Consumer Inquiries and Complaints Division FCC – Consumer & Governmental Affairs Bureau 445 12<sup>th</sup> Street SW Washington, DC 20554

> RE: (b) (6) Serve Ticket # 1284082

Dear Ms. Bowers:

Time Warner Cable ("TWC") hereby submits its response in the above-referenced matter. Please note that TWC is now part of Charter Communications, Inc.

A representative contacted (b) (6) and advised him that his promotion expired. As a result, our standard rates applied. The representative applied a new twelve-month promotion to the customer's account that lowered his monthly billing rate. Standard rates will apply once this promotion expires. (6) may contact Customer Care at 888-892-2253 with any further concerns.

We regret any inconvenience (b) (6) may have experienced. Please do not hesitate to contact us if you have any questions.

Respectfully submitted, /s/ Jamie Boggio Paralegal, Regulatory

cc:

Harlingen, TX 78552-2007



November 11, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

Albuquerque, NM 87114

FCC IC File Number: 1284196

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) (6)

On November 10, 2016, I contacted (b) (6) via e-mail to discuss all billing concerns and provided an explanation about the monthly rate. It was explained to (b) (6) that Comcast was not charging the associated taxes correctly in certain jurisdictions. We have now corrected this and the charges are correct going forward. The taxing jurisdiction sets the tax rates for residents and businesses located within its boundaries. These taxes can vary from jurisdiction to jurisdiction. Comcast applies the tax that has been approved and mandated by the jurisdiction and passes it through to our customers. We extend our apologies to (b) (6) for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (6) (6) should there be additional questions or concerns.

Sincerely,

Liz V. Comcast | Executive Customer Relations 1-888-966-7794 Ext. 3025518



November 17, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(D) (D)

Redwood City, CA 94061

FCC IC File Number: 1284234

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

#### Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (b) (6) and (b) (6) account, regarding XFINITY service.

On October 31, 2016, I spoke with (b) (6) and provided an explanation regarding the current and previous internet speed tiers. On October 19, 2016, (b) (6) agreed to our XFINITY Performance 25 internet only package. He was quoted a download speed of 10 Megabytes per second, however the correct download speed is 10 Megabits per second. On October 23, 2016, (b) (6) called and spoke with our Loyalty Department at which time they upgraded (b) (6) to our Performance Pro internet speed tier with a hardwired download speed of up to 75 Megabits per second. They applied a credit in the amount of \$89.99 to (b) (6) account to waive the install fees on October 23, 2016. On October 31, 2016, I applied a \$49.99 courtesy credit on (b) (6) account. Both credits will reflect on the November 23, 2016 billing statement.

I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Fabian R. Executive Customer Relations (888) 966-7794 Ext. 3025549



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Dillsburg, PA 17019

FCC IC File Number: 1284276

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

#### To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose

to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

Effective June 1, 2016, all of the data usage thresholds in the markets where we have implemented data usage plans were increased from 300 GB to 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold. If the threshold is exceeded a third time, no further courtesy months will be provided.

When the data usage plan was implemented, affected customers were notified of the change via U.S.P.S. mail and/or email approximately one month prior to its implementation and a reminder email was sent the day of launch. New customers receive a link to the data usage policy via email during the first week of their XFINITY Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

• An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx

• Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

Please be advised that Comcast has not implemented the XFINITY Terabyte Internet Data Usage Plan in (b) (6) are 's area. A list of locations that have this plan is available on our website.<sup>4</sup>

A Comcast Customer Security Assurance Technician attempted to contact (b) (6) to advise him of the aforementioned information and address any other concerns. Unfortunately, the attempt was unsuccessful. The technician left a message with his direct contact information should (b) (6) have further questions regarding this matter.

I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to (b) (6) so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

<sup>&</sup>lt;sup>4</sup> https://dataplan.xfinity.com/faq/

November 23, 2016



Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (b) (6) - IC # 1284287

Notice of Informal Complaint, Serve Date 10/25/2016

Ms. Bowers:

CenturyLink has completed a review of the informal complaint filed by (b) (6) wrote "3.5 years ago I enacted a contract with century link for phone/internet/web hosting. At that time I was told that there would be a one time charge to set up my domain for my website, after which I was not billed for my domain. I renewed my contract last august, at which point I received a bill for a one time charge for my domain, which now seems to be an annual charge from a subsidary Sivage Co. After several calls which had me transferred to various departments, put on hold for extended periods of time, disconnected, given various explanations of dubious veracity, and basically just fed up with the whole process I am at a loss. I have been promised a whole range of things to go with century link, most of which are just total fabrications. From being told that I would receive total assistance setting up my website( that I solely set up) to internet speeds of 7 mb(which does'nt even exist in their system, I currently have 2.61) among other assurances. Living in a rural location my options for service are limited, so just put me in with the other millons of dissatisfied customers."

CenturyLink regrets any inconvenience this matter caused (b) (6) . CenturyLink appreciates (b) (6) feedback and his comments have been documented.

I apologize if (b) (6) was told that he has 7 Mbps Internet service. CenturyLink records indicate (b) (6) subscribes to 3 Mbps and he has had that speed since the Internet service was installed in July 2013. However, I referred (b) (6) concern regarding Internet speed to CenturyLink Broadband Escalations for review. I have been advised that the address qualifies for VDSL2 Bonded 4 Mbps downstream with 1 Mbps upstream. If (b) (6) s interested in upgrading his Internet service, he can contact CenturyLink Small Business Sales and Service at 1-800-603-6000 to place an order.

With regard to the domain, the contact number for Savvis Web Hosting and Technical Support is 855-459-6121 and the contact number for Savvis Billing is 877-720-3429 or 866-614-5166.

930 15<sup>th</sup> Street Denver, CO 80202 FAX: 888.634.0013 CenturyLink appreciates the opportunity to review this matter.

Sincerely,

Ann Anderson

CenturyLink Customer Advocacy

CC:





November 21, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12th Street, SW CY-B523
Washington, DC 20554

Re: (b) (6) - IC# 1284290 Notice of Rebuttal filed 11/08/2016

Dear Ms. Bowers:

Please be advised that CenturyLink has completed a review of the rebuttal filed by (b) (6) states that Centurylink did not give him a proper refund back. He says they cancelled his final bill incorrectly, so the customer service agent had to manually credit the account so that the final bill would be finalized. He says he paid for the month of August and only used about a week of that so he is due a refund of 20 dollars and change. He says the \$91 refund is irrelevant; it was a chargeback and since he was charged for the full amount, the refund and the charge cancel each other out.

CenturyLink appreciates the opportunity to review (b) (6) s account and rebuttal. A review of the bill shows that credit was applied for service not used back to July 28, 2016, the day of disconnection:

Credit for Internet Cost Recovery Fee Previously Billed at \$3.99 from Jul 28 to Aug 22 - 3.06 Credit for Internet Previously Billed at \$49.00 from Jul 28 to Aug 22- 37.56.

Since (b) (6) cancelled the \$91 payment, he was not billed for August as he claims. The charges were for an early termination fee billed because the customer did not maintain services for 12 months as required. Although valid, the agent applied a manual credit to the final bill as a courtesy credit to zero out the account. No additional credit is due.

Sincerely,

Brenda Spence

Cc: (b) (6)

930 15<sup>th</sup> St. 11<sup>th</sup> Flr Denver, CO 80202 Tel 844-268-0164 Fax 888-634-0013



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Peoria, IL, 61614

FCC IC File Number: 1284315

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

#### To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

Effective August 1, 2016, Comcast implemented a data usage plan that establishes a usage threshold of 1 TB per month for all of its residential XFINITY Internet customers in (5) (6) 's area. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold.¹ If the threshold is exceeded a third time, no further courtesy months will be provided.

Affected customers were notified of the data usage plan policy via U.S.P.S. mail and/or email approximately one month prior to its implementation and a reminder email was sent on the day of launch. New customers receive a link to the data usage policy via email during the first week of their XFINITY

<sup>&</sup>lt;sup>1</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

- An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>
- Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to (b) (6) so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx



December 8, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Frederick, Maryland 21702

Re: (b) (6)

FCC IC File Number: 1284379

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

#### Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (b) (6) a billing concern.

On October 27, 2016, I spoke with (b) (6) and confirmed that her rate increased due to her Performance Internet promotional rate of \$39.99 expiring on October 21, 2016. The rate rolled over into a new promotional rate of \$54.99 a month for Performance Internet Services.

As a courtesy, a credit in the amount of \$120.00 was applied to the account on October 27, 2016, for the Performance Pro Internet speed upgrade (b) (6) was billed for at \$10.00 a month for twelve months. (b) (6) no longer wants the internet speed upgrade. The monthly rate is \$39.99 a month, plus a \$10.00 modem rental fee plus applicable taxes and fees. The credit will appear on (b) (6) show is billing statement, dated November 21, 2016. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Darlene Pierre Executive Customer Relations (410) 931-5213

November 18, 2016

Robin McCullough Consumer Inquiries & Complaints Division Federal Communications Commission 445 12<sup>th</sup> Street, SW, 5-A847 Washington, D.C. 20554

Re: Your reference: (b) (6), Complaint ID 1284413

Dear Ms. McCullough:

We are in receipt of your letter dated October 25, 2016, regarding the informal complaint filed by (b) (6) . We have had the opportunity to investigate this Complaint and offer the following information.

Armstrong has provided a fast, reliable broadband experience for more than 15 years. Throughout that time, Armstrong has annually invested millions of dollars into its network to ensure that Zoom customers continue to experience a consistent, reliable Internet connection. Armstrong has increased the speed and enhanced the value of Zoom many times since its inception. Additionally, Armstrong provides 24 / 7 technical support and service at no additional charge.

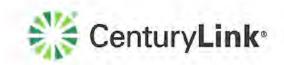
Armstrong introduced data allowance plans to ensure that the Zoom experience continues to meet customer expectations while requiring customers who use more to pay their fair share. At this time, more than ninety three percent (93%) of Armstrong's customers are not affected by this change. Armstrong updated its Terms/Conditions on the company's website on April 30, 2013. It began notifying customers of the change in their May 2013 statements. Armstrong provides a mobile app and online usage meter to help customers to monitor their usage. Customers are also encouraged to contact our support team to better understand their usage and receive guidance on how to adjust applications using the greatest amount of data. Since the new policy became effective, Armstrong has been automatically crediting the first overage of every customer to ensure that all customers are well informed of the new policy and their options to purchase additional data capacity. Our records indicate that (b) (6) is allotted 500 GB per month and Armstrong has credited (b) (6) is account for two overages, once in August 2014 and again in October 2015.

When the FCC enacted the Open Internet Order in 2010, Chairman Julius Genachowski openly acknowledged that it was fair and reasonable for Internet Service Providers to establish usage limits to continue promoting investment in the country's broadband infrastructure as well as to ensure efficient use of existing networks. The FCC reaffirmed the use of bandwidth caps as a reasonable bandwidth management tool in its Open Internet Order adopted on February 26, 2015. With that in mind, please note that Armstrong is not the first Internet Service Provider to establish data usage limits. In fact, many of the largest Internet Service Providers in the country have established such limits in the last few years and such policies are rapidly becoming industry standard.

Armstrong encourages (b) (6) to contact our Customer Service Center if he has any additional questions about this program or if he has any internet issues. Thank you for your attention to this matter. Please feel free to contact me should you have any questions or require further information.

Sincerely,

Agency Complaints Response Team



November 30, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (b) (6) - IC# 1284432

Notice of Informal Complaint Service Date 10/31/16

Dear Ms. Bowers:

Please be advised that Century Link has completed a review of the complaint filed by (b) (6). In the complaint, (b) (c) stated he was quoted a price of \$25.99 per month when he called to have service installed in March. (b) (c) stated a temporary line was installed in July after his installation had been delayed three times due to a line needing to be run under the road. (b) (c) also stated he was billed for service before it was installed and is being charged \$34.99 instead of \$25.99.

CenturyLink regrets any frustration experienced by (b) (6) regarding this issue. Our records show that an order was placed to install service on 4/8/16. However, it was determined that a road bore would need to be done before service could be installed. (b) (6) s service was activated on 7/13/16 after a temporary line was placed. This issue was escalated to the Plant Supervisor in (b) (6) s area. The supervisor advised that the road bore would be completed this week (November 28<sup>th</sup> – December 2<sup>nd</sup>). The line will then be buried.

(b) (6) is currently being billed a package price of \$63.95 minus \$29.00 in discounts. The package price does not include taxes, fees, or surcharges. There are no notes on the account indicating that (b) (6) was quoted a price of \$25.99 per month. However, due to the delay in getting service and having the line buried, an additional discount in the amount of \$10.00 has been added to (b) (6) account for the next 12 months. With the additional discount, (b) (6) will be charged a monthly recurring charge in the amount of \$24.95 plus taxes, fees, and surcharges.

CenturyLink apologizes for the inconveniences (b) (6) has experienced in regards to this issue. Please let me know if you have any questions.

Sincerely,

Michelle Curtis

CenturyLink Customer Advocacy

Cc: (b) (6)

100 CenturyLink Drive Monroe, LA 71203 Tel: Customer Care:1-800-201-4099 Fax: 318.388.3369

www.centurylink.com



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 11/7/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6)

File No.: 1284450

Response Type: Billing

Service Date: 10/31/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission on behalf of (b) (6) regarding billing concerns. AT&T records confirmed (b) (6) was authorized on the account information provided.

On 11/01/2016, AT&T attempted unsuccessfully to contact (b) (6) to acknowledge receipt of her complaint and to confirm any additional details pertaining to her issue.

AT&T investigated and determined that the promotional offer applied to (b) (6) 's U-verse account expired on 09/11/2016 causing the price difference. AT&T's attempts to contact (b) (6) between 11/01/2016 – 11/04/2016 were unsuccessful therefore voicemail messages were left to explain the findings and requested a return call to discuss her concerns.

AT&T provided contact information should (b) (6) have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to AL1863@att.com or (317) 265-2044.

Sincerely,

Annette Lane

Manager - Office of the President AT&T Services Inc.

cc: (b) (6)

Date Printed: 11/7/2016

Page: 1 of 1



November 3, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6) Broadview IL 60155

FCC IC File Number: 1284483

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 31, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) regarding XFINITY service.

On November 1, 2016, I contacted (b) (6) to discuss all concerns, as a courtesy I applied an adjustment towards the account in the amount of, \$120.00 to cover the EcoBill discount on October 24, 2016. The adjustment will reflect on the November 17, 2016 bill statement. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information; to (b) (6) should there be additional questions or concerns.

Sincerely,

Tiffany H. Executive Customer Relations 888-736-6711 Ext. 1351097



#### Response to Notice of Informal Complaint (NOIC)

November 08, 2016

Federal Communications Commission Consumer & Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street

Washington, D.C. 20554

Complainant's Name: (b) (6)
Agency's File Number: 1284521

Response Type: Other

Due Date: November 30, 2016

Company's File Number: CM20161101\_119472606

AT&T Mobility ("AT&T") is in receipt of the above-referenced customer's complaint and appreciates the opportunity to respond. (b) (6) claims that she was not aware that a Transfer of Billing Responsibility was processed and a new account was created in her name when her husband called customer service to add her as an authorized user on his account. Because she was unaware of this new account, she ignored those bills which led to service interruption. She is requesting for her account to be reactivated and late fees waived. As a matter of record the account name reflects (b) (6)

Research shows that (b) (6) 's services were already restored. I spoke with (b) (6) on November 1, 2016 and apologized for any possible misinformation that was provided to her at the time of Transfer of Billing Responsibility. As a one time courtesy, financial consideration was offered which was accepted by (b) is satisfied with this resolution and has my direct number if she has any additional questions or concerns in this matter.

Please feel free to contact me directly at 425-288-3489 if you have any additional questions or concerns in this matter.

Respectfully,

Amrita Hogg Manager Executive Response AT&T



290 W Mt Pleasant Ave. 01 Floor Room 1 Livingston, NJ USA 07039

November 29, 2016

Complaint

Sharon Wright
Acting Division Chief
Consumer Inquiries & Complaints Division
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

RE:(b) (6)

Pottsville PA 17901 Telephone: (b) (6) ICNumber: 1284563

Received: October 31, 2016

Dear Ms. Wright,

Thank you for referring the complaint of (b) (6) to our office for review. We appreciate this matter being brought to our attention. (b) (6) expressed concern about being promised a credit adjustment for a modem charge but the credit was never applied to her account.

Upon reviewing the Twitter Chat (b) (6) had with Verizon, it indicated she did not have to return the modem and if she was billed for it, we would adjust the charges. On November 21, 2016, a credit adjustment for the modem charge was applied to the final bill totaling \$63.59 after taxes. The credit will reflect on the December 19, 2016 revised final bill statement. (b) (6) will receive a refund check of the credit balance. I spoke with the customer and provided this information along with my direct number should she have any further questions or concerns regarding this matter in the future.

We trust that this information will assist you in closing this complaint. We apologize for any inconvenience that (b) (6) has experienced as a result of the above matter. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file.

Sincerely,

Nyree White Verizon Executive Relations Team



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Las Cruces, NM 88005

FCC IC File Number: 1284570

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

On November 1, 2016, Comcast implemented a data usage plan that establishes a usage threshold of 1 TB per month for all of its residential XFINITY Internet customers in (b) (6) 's area. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold. If the threshold is exceeded a third time, no further courtesy months will be provided.

Affected customers were notified of the data usage plan policy via U.S.P.S. mail and/or email approximately one month prior to its scheduled implementation. New customers receive a link to the data usage policy via email during the first week of their XFINITY Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

 $<sup>^{1}\,\</sup>underline{\text{http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion}}$ 

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

- An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>
- Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

On November 8, 2016, a Customer Service Representative spoke with (b) (6) and a credit in the amount of \$100.00 was applied to the account on November 8, 2016 for receiving conflicting information concerning his promotion. The credit will appear on the next billing statement, which will be issued on December 3, 2016.

subscribes to the XFINITY Blast Pro internet service priced at \$69.99 with a 12 month agreement effective October 24, 2016 through October 23, 2017 and after October 23, 2017 standard retail rates will apply. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to (b) (6) so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx



December 8, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Brentwood, TN 37027

FCC IC File Number: 1284573

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 31, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (b) (6) regarding XFINITY service.

On November 19, 2016, a Comcast Executive Customer Relations specialist spoke with (b) (6) to confirm the equipment was changed to customer owned status in the billing system on October 26, 2016. The modem was changed to customer owned in the warehouse system on November 19, 2016. Our records indicate a credit in the amount of \$10.00 for the modem charges and a billing adjustment of \$11.93 for the change of equipment was applied to the account on September 30, 2016. Both the credit and the billing adjustment appeared on the next billing statement, which was dated October 22, 2016. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Rodney G. Executive Customer Relations 615-231-7756

cc:

b) (6)



November 25, 2016

#### SUBMITTED VIA FCC WEB PORTAL

Ms. Sharon Bowers, Chief Consumer Inquiries and Complaints Division FCC – Consumer & Governmental Affairs Bureau 445 12<sup>th</sup> Street SW Washington, DC 20554

RE: (b) (6)

Serve Ticket # 1284591 (in rebuttal to Serve Ticket # 1070021)

Dear Ms. Bowers:

Time Warner Cable ("TWC") hereby submits its rebuttal response in the above-referenced matter. Please note that TWC is now part of Charter Communications, Inc.

Our previous response made the following statement:

Additional monthly credits will be placed on the customer's account until December 1, 2016, when his promotion expires in order to keep her monthly billing rate at \$116.86.

We have honored this agreement. Her base monthly billing rate on the latest statement is as follows:

Bundled Services \$99.99
Addtl Video Services \$28.00
TOTAL \$127.99
ADJUSTMENT -\$11.25
TOTAL FOR SVCS \$116.74

The charges above the base rate that was agreed upon by (b) (6) is for equipment, taxes, fees, and surcharges. We are billing (b) (6) accurately.

Please do not hesitate to contact us if you have any questions.

Respectfully submitted, /s/ William C. Wesselman Regulatory Compliance

cc: (b) (6)
Austin, TX 78754



October 19, 2016

Account: 8260 16 158 0782900

Phone Number:

Security Code: 5539 Service At: (b) (6

AUSTIN TX 78754-4524

#### **Contact Us**

Visit us at twc.com/support

Or, call us at 855-70-SPECTRUM (855-707-7328)

Previous Balance	144.00
Payments Received -Thank You!	-144.00
Adjustments	-11.25
Remaining Balance	-11.25
Bundled Services	99.99
TV Services	28.00
Internet Services	10.00
Additional Discounts	-10.00
Other Charges	8.75
Taxes, Fees and Charges	18.47
Current Charges	155.21

#### SPECTRUM NEWS

Important Rate Update. In an effort to align pricing for service fees, effective December 15, 2016 pricing will be adjusted for:

- Late Fee from \$7.00 to \$8.95
- New Agent Assisted Payment will be established at \$5.00 Unreturned Equipment
- Digital Receiver \$123.00
- WiFi Modem/Extender/Router/Gateway \$78.00
- Access Point \$172.00

Our on-screen TV Guide is getting even better! Preview new features at twc.com/newguide or soon take the Feature Tour from the Guide's new Menu.

Thank you for choosing Spectrum.

We appreciate your prompt payment and value you as a customer.



P.O. BOX 85100 AUSTIN, TX 78708-5100 8260 1600 NO RP 19 10202016 NNNNYYN 01 022482 0098



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October 19, 2016



Account: 8260 16 158 0782900

Phone Number: Service At:



AUSTIN TX 78754-4524

Total Due by 11/08/16

Amount you are enclosing

\$

\$143.96



Page 2 of 6

October 19, 2016

Account: Security Code:

Adjustments

11/01/16-11/30/16 - Adjustment

(b) (6) 8260 16 158 0782900

5539



#### **Contact Us**

Visit us at twc.com/support

Or, call us at 855-70-SPECTRUM (855-707-7328) 8260 1600 NO RP 19 10202016 NNNNNYYN 01 022482 0098

Charge Details				
Previous Balance		144.00		
Credit Card Payment	10/10	-144.00		

07/07

-11.25

\$39.34

#### Payments received after 10/19/16 will appear on your next bill.

Adjustments To	-\$11.25	
Remaining Balance		
Service from 11/0	01/16 through 11/30/16	
Bundled Ser	vices	
	referred TV (with Variety Pass), Standard ome Phone National and Voicemail	139.99
Service Discount		-40.00
Bundled Services Total		
TV Services		
HD Set-Top Box 8	Remote	11.75
HD Dta A/O		4.50
Qty 3 @ \$1	.50 Each	
HD Set-Top Box, I	11.75	
and Add'l O	utlet Service	
		\$28.00
Taxes	State and Local Sales Tax	6.17
Fees & Charges	Franchise Fee	3.90
	TWC Regulatory Recovery Fee	0.08
	PEG Capital Fee	0.83
	TWC State Cost Recovery Fee	0.36
		\$11.34

Internet Ser	vices	
Internet Modem Le	ease	10.00
		\$10.00
Taxes	State and Local Sales Tax	0.96
Fees & Charges	TWC State Cost Recovery Fee	0.17
		\$1.13
Internet Service	es Total	\$11_13
Phone Servi	ices	
Taxes	State and Local Sales Tax	2.13
Fees & Charges	TWC Regulatory Recovery Fee	0.23
	TWC PUC Recovery Fee	0.03
	Municipal Right Of Way Fee	1.39
	E911 Fee	0.50
	State Universal Service Fund	0.55
	E911 Equalization Surcharge	0.06
	Federal Universal Service Fund	0.99
	TWC State Cost Recovery Fee	0.12
		\$6.00
	For additional call details, please visit two.com/account.	
Phone Services	s Total	\$6.00
Additional Di	iscounts	
Value Discount		-10.00
Additional Disc	ounts Total	-\$10.00
Other Charge	es	
Broadcast TV a	and Sports Programming Surcharges	8.75
Other Charges		\$8.75
Current Charg	es	\$155.21
Total Due by 11/08/16		\$143.96

Continued on the next page....

### Simplify your life with Auto Pay!

TV Services Total

Spend less time paying your bill and more time doing what you love.

It's Easy - No more checks, stamps or trips to the post office It's Secure - Powerful technology keeps your information safe It's Flexible - Use your checking, savings, debit or credit card It's FREE - And helps save time, postage and the environment

Set up easy, automatic bill payments with Auto Pay! Visit: twc.com/account (My Account login required)



#### **Payment Options**

Pay Online - Sign up at twc.com/account. Have your account number and security code ready, found on the top of this page.

Pay by Phone - Make a credit card payment free of charge using our automated payment option at 1-512-485-5555; simply say "pay my bill". Use your Visa, MasterCard, Discover or American Express card.

For questions or concerns, please call 1-855-707-7328.





Page 3 of 6 October 19, 2016

Account: 8260 16 158 0782900

Security Code: 5539



#### **Contact Us**

Visit us at **twc.com/support**Or, call us at 855-70-SPECTRUM (855-707-7328)
8260 1600 NO RP 19 10202016 NNNNNYYN 01 022482 0098

#### **Billing Information**

**Tax and Fees** - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice.

**Recovery Fee** - TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWCs Texas Margins Tax liability.

Basic TV tier (Starter TV) - is \$28.00

TV Equipment Charges (before discount and per device) - Set-Top Box \$11.75; CableCARD \$2.50; Digital Adapter \$3.25

Video Closed Captioning Issues - Experiencing technical issues with closed captioning? Call 1-800-892-2253, email closedcaption@twcable.com, or fax 1-877-430-1386. Address written complaints to W. Wesselman, Legal, 13820 Sunrise Valley Dr., Herndon, VA 20171, email ccissues@twcable.com, or fax 1-704-697-4935. To follow up on a written submission only, call 1-877-276-7432.

**Programming Changes** - For information on any upcoming programming changes please consult the Legal Notices published in Austin American-Statesman on the 1st and 3rd Wednesday each month and on twc.com.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Authorization to Convert your Check to an Electronic Funds
Transfer Debit - If your check is returned, you expressly authorize your
bank account to be electronically debited for the amount of the check plus
any applicable fees. The use of a check for payment is your
acknowledgment and acceptance of this policy and its terms and
conditions.



October 19, 2016

Account: Security Code: 8260 16 158 0782900

5539

CHANNELS (1-99)

ENTERTAINMENT

#### **Contact Us**

Visit us at twc.com/support

Or, call us at 855-70-SPECTRUM (855-707-7328) 8260 1600 NO RP 19 10202016 NNNNNYYN 01 022482 0098

## Your Annual Channel Lineup Notification

YC	bur Annuai Channe
	125 Doctination America
	135         Destination America           136         Science Channel           137         Crime & Investigation           138         Investigation Discovery*           139         Cloo           040         American Heroes Channel           143         NASA TV           145         El Rey
	138Investigation Discovery*
	140American Heroes Channel
	143 NASA TV 145El Rev
	LIFE&STYLE
	160HGTV 161HGTV
	162 Food Network
	165 Travel Channel
	167
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	170 Liletime 171 Oxygen
	172
	1/4 Lifetime Real Women 177GSN
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	180Discovery Life 181BET
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	185 ASPIRE
	Company   Comp
₽	200TWC News
	202. Fox News Channel
	203. WISINGC 204
	206 CNBC
	207Bloomberg TV 208CNBC World
	209 BBC World News 211 The Weather Channel
	212TWC Weather 213 TWC Weather Radar
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	227
	230Texas Senate
	TWC News   CNN
	251 Disney Channel West
	253Boomerang
	255Sprout
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	318 Fox Sports Southwest
	330TWC SportsChannel
	331I WC SportsNet LA 370ESPNU
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I 400FOX Sports1
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402 Velocity HD*
405Golf Channel
406Tennis Channel
409 Sportsman Channel
413TVG
416GolTV
417 Delin SPORTS
420-424 Additional Sports Programming
(Overflow 1-5)
440 ESPN Deportes
441
443belNSPORTS Espanol
444Univision Deportes
400
460 EWTN 461 INSP 462 The Word Network 463 Daystar 464 TBN 465 BYUTV
461INSP
462 The Word Network
464 TBN
465BYU TV
SHOPPING
480OVC
481QVC Plus
482Shop Zeal 1
SHOPPING
485 Shop Zeal 3 - Lifest vie
486 Shop Zeal 4 - Lifestyle
48/EVINE Live
400
490 America's Auction Network
492Liquidation Channel
493Gem Shopping Network
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506 Movies On Demand Hits
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510 HBO On Demand
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523HBO Zone West
524HBO Latino West
530Cinemax On Demand
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533ActionMax
534ThrillerMax
535OuterMax
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538MovieMax
539Cinemax West
540 MoreMax West
542 ThrillerMax West
550 Showtime On Demand
551 Showtime
553 Showtime Showcase
554Showtime Extreme
555Showtime Beyond
556Snowtime Next
558Showtime Family Zone
570 TMC On Démand
571
580 Starz On Demand
581Starz
582 Starz In Black
584 Starz Kids & Family
585StarzCinema
595 Epix Con Demand
596 Epix West
59/Epix 2
599 Epix Hits
MOVIE CHANNELS
PREMIUMS
601Starz Encore On Demand
603 Starz Encore
604 Starz Encore Action
605Starz Encore Classic
607 Starz Encore Suspense
608 Starz Encore Family
609 Starz Encore West

	625.         Sundance TV           627.         JFC           629.         Hallmark Movies & Mysteries           630.         LMN           631.         TCM           632.         FX Movie Channel           633.         MGMHD           634.         Universal HD
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	807MundoMAX
	811KVUE Estrella
_	825Canal De Tejas
•	927 TWC Weather on Econol
!	03ZI WC Wedther en Espanol
	836 Canal 24 Horas
	841Mexico 22
i	842Estudio Cinco
	843Multimedios
	844Once Mexico
	045 Teleformula
l	847 FOROty
	878 TVF Internacional
	881KLRU V-me
	890TeleN
	895 Univision tinovelas
	898NBC Universo
	099 II35
	913 Video Rola
!	920 Boomerang Espanol
!	921 Cartoon Network Espanol
	923iSorpresal
,	924Discovery Familia
	925DISTIEV XUESPATION
	920 Alles series
	932 History en Español
	933 HITN
:	945EWTNEspanol
	946TBN Enlace
	950ESPNDeportes
i	951IWC Deportes
	958 helNSPORTS Espanol
	959 Univision Deportes
	960GolTV
	962AYMSports
	971Cine Latino
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	962 Vielido Movies
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SA6GF0ZQ

VARIETY PASS
Additional Sports Programming
(Overflow 1-5)
America's Auction Network
American Heroes
ASPIRE
BabyFirstTV
BBC America
BBC World News
belNSPORTS
belNSPORTS Español
Bloomberg TV
Boomerang
BYU TV
C-SPAN3
Canal de Tejas

C-SPAN 2
C-SPAN 3
Canal de Tejas
C-SPAN 3
Canal de Tejas
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C-SPAN 3
Centric
Chiller
Diaystar
Destination America
Dissippoor James
Dissippoor James
Disney Life
Disney Channel West
Disney AD
DIY Network
E IRey
ESPN Deportes
ESPNU
E SUITE
EWTM
FAX Deportes
FRAN
FAX Deportes

Fox Deportes FOX Sports 2

QVC Plus Reelz Revolt RLTV

Revolt
RTV
Science Channel
RTV
Science Channel
RTV
Shop Zeal 2 - Inspiration
Shop Zeal 3 - Inspiration
Shop Zeal 3 - Inspiration
Shop Zeal 4 - Inspiration
Shop Zeal 4 - Inspiration
Shop Zeal 5 - News & Info
Smithsonian Channel
Sprout
Sundance TV
TRN
Tennick
Tennic Channel
Texas House of Representatives
Tennic Channel
Texas House of Representatives
Texas Senate
The Word Network
Traftic
TWC Sprout
TYC Traffic
TWC Weather
TWC Weather
TWC Weather
TWC Weather Radar
Univision Deportes
Univision Deportes
Viceland
HD PASS

**HD PASS** 

belN SPORTS MAV TV MGM HD Smithsonian Channel Universal HD

VARIETY PASS

Account: 8260 16 158 0782900

Security Code: 5539

INTERNATIONAL

4. TV8E
5. TV8E
6. Set Asia
6. Star India Gold
7. Life OK
7. NDTV 24X7
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L Willow
NDTV 24X7
ADULT
D. Adult On Demand
Hustler TV On Demand
4. Penthouse On Demand
5. Penthouse On Demand
6. REAL On Demand
7. REAL
9. TEN On Demand
9. TEN On Demand
9. Playboy On Demand
9. Playboy On Demand
Playboy TV
Playboy On Demand
Playboy TV
Playboy On Demand
Wild On Demand
Vivid On Demand
TEN
Demand
Dema

**TWCINFO** 

1999 ...... TWC How-to On Demand

#### October 19, 2016

#### **Contact Us**

#### Visit us at twc.com/support

Spectrum>

Or, call us at 855-70-SPECTRUM (855-707-7328) 8260 1600 NO RP 19 10202016 NNNNNYYN 01 022482 0098

Fox College Sports- Atlantic
Fox College Sports- Atlantic Fox College Sports- Centra Fox College Sports- Pacific Fox Soccer Plus
Fox College Sports-Pacific
Fox Soccer Plus
FX Movie Channe
Hallmark Channe
HGT\
HGT\ INSF
Investigation Discovery
investigation discovery
Logo MTV2
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Nat Geo Wild
nicktoons
OWN
Science Channe
TCM
The Weather Channe
Tr3s
Travel Channe
TWC SportsChanne
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Includes Starter TV, Music Choice and these following channels: A&E AMC American Heroes Animal Planet BET Boomerang
Bravo
Cartoon Network
Centric
CNN
Cooking Channel
Discovery Life
Disney Channel
ESPNews
EVINE Live
FYI
GAC GSN
Hallmark Channel
HGTV
History
HLN
INSP
Jewelry Television
Lifetime MTV Nick Jr Nickelodeon pivot TeenNick TVOne Up USA VH1

TWCSPORTS PASS	Fox College Sports- Atla
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Big Ten Network	Fox Soccer I
CBS Sports Network	FX Movie Char
ESPN Classic	Hallmark Char
ESPN College Extra 1-8	H
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NBA TV	Science Cha <u>r</u>
NFL Network	··· · · · · · ·
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Outdoor Channel	T1 (*1
Pac-12 Arizona	TravelChar
Pac-12 Bay Area	TWC SportsChar
Pac-12 Los Angeles	
Pac-12 Mountain	ESSENTIAL TV
Pac-12 National	Includes Starter TV. Music Choice
Pac-12 Oregon	these following chanr
Pac-12 Washington	triese following charil
Tennis Channel	Á
TVG	Amorican Hor
TWC SportsNet	American Her

# TWC SportsNet TWC SportsNet LA TWC MOVIE PASS

FX Movie Channel IFC Starz Encore Action
Starz Encore Action
Starz Encore Black
Starz Encore Classic
Starz Encore Classic
Starz Encore on Demand
Starz Encore Suspense
Starz Encore West Starz Encore Westerns
TWC Movie Pass On Demand
TVEN FSPAÑOI

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Atres Series
belNSPORTSE spañol
Boomerang Español
Canal 24 Horas
Carloon Network Español
Discovery en Español
ESPN Deportes
Estudio Cinco
EWTN Español
FOROV
FOX Deportes
Galavision
GOITV
History en Español
HITN
KEYE Telemundo
Mexico 22
Multimedios
NBC Universo
Once Mexico
ISorpresal
TBN Enlace
TVE Internacional
TVC Weather en Español
Univision Deportes
Univision Deportes
Video Rola
EN ESPAÑOL MAS
AMS DAYS

AYM Sports CBTV CBTV Cine Mexicano Teleformula Viendo Movies

#### **EL PAQUETAZO**

#### TV EN ESPAÑOL MAS

Includes Starter TV, TV en Español, TV en Español Mas, Music Choice and these following channels. Animal Planet BBC America Boomerang Canal de Tejas CMT COMT Cooking Channel Destination America Discovery Family Disney Channel Disney XD DIY Network ESPN2 ESPN2 Esquire EWTN Food Network

#### **TV PLANS**

Starter TV
Standard TV
(includes Starter TV)

Digital Adapters provide Starter TV and Standard TV tiers, except when indicated by an \*.

Programming is subject to availability in your area and the video package to which you subscribe. Not all equipment supports all services. To receive all services, Remote and lease of a Set-Top Box required. As a condition of service you may be required to have equipment for every TV in your home. Depending on your reception device, you may need additional equipment provided by Time Warner Cable to access certain channels to which you subscribe. Some channels require a digital Set-Top Box, Digital Adapter, or a CableCARD installed in a customer-owned Uniciprectional Digital Cable Product (\*UDCP\*), others require a CableCARD-equipped UDCP used in conjunction with a tuning adapter. Only certain Starter and Standard TV channels are accessible with the Digital Adapter, visit two common for more information. Some services are not available to CableCARD customers. Not all equipment supports all services may not be available to the CableCARD customers. Not all equipment supports all services may not be available to a betain the Digital Adapter. TWC TV\* requires Starter TV or higher, current generation Roku 2.3, or 4, IPad or iPhone with 10S & Kindle Fire HD/HDX, Xbox 360°, Xbox One, Samsung Smart TV (2012-2015 models) and/or Android 2.3 smartphone or Android 4.0 tablet and WiFi connection. TWC authorized modern required for in home viewing and minimum ISMbps connection recommended for out of home eviewing. Some functions require to rope 80 or 10 NR. Programming is subject to availability in your area and the video package to which you subscribe. Not all equipment supports all services. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc., used under license. ©2016 Time Warner Cable Enterprises LLC, all rights reserved.

Page 6 of 6

October 19, 2016

Account: Security Code: (b) (6) 8260 16 158 0782900 5539



#### **Contact Us**

Visit us at twc.com/support
Or, call us at 855-70-SPECTRUM (855-707-7328)
8260 1600 NO RP 19 10202016 NNNNYYN 01 022482 0098

# Introducing your New Spectrum Billing Statement





- Statement date, Account number and Security code in upper left corner of each page.
- 2 How to reach us.
- At a glance: your charges, payments and credits for this bill.
- Payment due date.

- Payment coupon for your convenience. Simply tear it off and mail.
- Important messages, reminders and offers. You'll find special events, savings opportunities, news and promotions.
- Be sure our address shows in the return envelope window.
- 8 Itemized details of transactions during this period.
- Required telecommunications Taxes, Fees and Charges. For information, please see the Billing Information section of your bill.
- Broadcast TV surcharge A pass through reflecting charges assessed to Charter Communications by the local broadcasters, or local "network affiliated" TV stations.





November 22, 2016

#### **SUBMITTED VIA FCC WEB PORTAL**

Ms. Sharon Bowers, Chief Consumer Inquiries and Complaints Division FCC – Consumer & Governmental Affairs Bureau 445 12<sup>th</sup> Street SW Washington, DC 20554

> RE: **(b) (6)** Serve Ticket # 1284650

Dear Ms. Bowers:

Time Warner Cable ("TWC") hereby submits its response in the above-referenced matter. Please note that TWC is now part of Charter Communications, Inc.

A representative contacted (b) (6) and apologized for any issues he experienced when transferring services. Feedback was submitted to the original agents' supervisors for additional training and coaching. Credits for the transfer fees and prorated charges were applied to his account. (b) (6) should contact Customer Care at 888-892-2253 with any further concerns.

We regret any inconvenience (b) (6) may have experienced. Please do not hesitate to contact us if you have any questions.

Respectfully submitted, /s/ Jamie Boggio Paralegal, Regulatory

cc:

0) (6)

Canoga Park, CA 91303



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 11/2/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6)
File No.: 1284659

Response Type: Internet Service Date: 10/25/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission on behalf of (b) (6) regarding obtaining Internet service through the ACCESS discount broadband program. AT&T records confirmed (b) (6) was authorized on the account information provided.

On 10/25/2016, AT&T contacted (b) (6) to acknowledge receipt of his complaint and to confirm any additional details pertaining to his issue.

AT&T investigated and determined that (b) (6) currently subscribes to Fast Access DSL Xtreme service. On 10/25/2016, AT&T spoke with (b) (6) to review his account and advised him that he needs to complete the online application for the ACCESS discount Broadband service. AT&T provided (b) (6) with the website address and confirmed he completed the application. On 11/02/2016, AT&T spoke with (b) (6) who confirmed his service through the ACCESS program is established effective 10/31/2016.

(b) (6) 's issues have been addressed and AT&T provided contact information should he have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Scott Sims at ss754x@att.com or (404) 541-4223.

Sincerely,

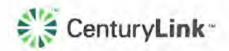
Scott Sims

Manager - Office of the President AT&T Services Inc.

cc: (b) (6)

Date Printed: 11/2/2016

Page: 1 of 1



November 21, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (b) (6) - IC # 1284666

Notice of Informal Complaint, Serve Date 10/25/16

Ms. Bowers:

This letter is in response to the informal complaint filed by (b) (6). In the complaint, (b) (6) states that she signed up with Centurylink for a promotional offer of \$29 per month, and a modern rental of \$11 per month. She was billed installation charges, and she was not told she'd have to pay for a technician to activate the line. CenturyLink refused to adjust the charge, or honor the advertised rate. She had auto pay, but it was not done correctly.

CenturyLink records show that the representative who placed (6) (6) are 's order for new service correctly put the installation charges on the order. CenturyLink does not do technician installs at no charge, and it is standard procedure to quote installation charges.

had auto pay on her account, however we show that when attempting to electronically debit her account for payment, the transactions were rejected by her financial institution. Therefore, auto pay was removed, and (b) (6) no longer receives the auto pay discount. If she wishes to set it back up, the discount would apply.

Currently (b) (6) s monthly rate is \$39.95 per month before taxes, surcharges or fees. She's also billed a modern lease fee of \$9.99 per month.

In view of the difficulties (b) (6) describes, CenturyLink is willing to waive the early termination fee if she chooses to discontinue her service with us.

CenturyLink regrets any inconvenience (b) (6) has experienced while resolving this matter.

Sincerely,

Joni L. Duran

ec. (b) (6)

930 15th St, 11th Flr Denver, CO 80202

844 840-3532 800-366-2382 fax www.centurylink.com



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 11/3/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6)

File No.: 1284677

Response Type: Billing

Service Date: 10/25/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission on behalf of (b) (6) regarding U-verse billing concerns. AT&T records confirmed (b) (6) was authorized on the account information provided.

On 10/25/2016, AT&T contacted (b) (6) to acknowledge receipt of his complaint and to confirm any additional details pertaining to his issue.

AT&T investigated and determined that (b) (6) requested disconnection of his U-verse service on 07/12/2016, however; due to error, it was not disconnected until 09/16/2016. On 10/28/2016, AT&T contacted (b) (6) service is now disconnected and an adjustment of \$235.25 has been issued. AT&T explained via voicemail that the adjustment amount is to cover the extended billing and September bill payment.

(b) (6) 's issues have been addressed and AT&T provided contact information should he have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Barbara Langhorne at bl7824@att.com or (404) 986-0870.

Sincerely,

Barbara Langhorne

Manager - Office of the President

AT&T Services Inc.

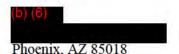
cc: (b) (6)

Date Printed: 11/3/2016

Page: 1 of 1



November 8, 2016



Re:

(b) (6)

FCC File #1284681

Response Due Date: November 22, 2016

Dear (b) (6)

This letter is in response to your above-referenced complaint regarding your refund request for the \$938.98, as well as the \$75.00 service call fee charged to send a technician to your home to switch out your equipment.

Due to the complaint filed with the FCC, a Customer Relations Specialist contacted you to advise you that a request was sent to our Accounting Department to expedite your refund. We have confirmed that your refund has been processed and will be sent overnight to you. Due to the weekend, you should receive your refund by November 9th. Should you have any questions specific to the refund, you are welcome to contact our Specialist at 844-233-3044.

To address your request for credit towards the \$75.00 service call fee, our Specialist advised you that we do not have support to waive the call fee. Our service call fees for upgrading or downgrading services are currently \$75.00. Without cause or reason for an error on our end, we cannot validate a waiver of this fee.

For future questions regarding your service or billing, we can always be reached toll free at 866-867-7644, or locally at 623-594-1000. You may also contact us via our website at <a href="www.cox.com">www.cox.com</a>. Simply click on "contact us" under Residential Services. Our agents are always happy to assist you.

RESPONDING ON BEHALF of Cox Communications LLC.

**Douglas Garrett** 

Executive Director, Regulatory Affairs

cc: Federal Communications Commission via Zendesk



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6) Glassport, PA, 15045

FCC IC File Number: 1284714

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

# To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

Effective June 1, 2016, all of the data usage thresholds in the markets where we have implemented data usage plans were increased from 300 GB to 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold.\(^1\) If the threshold is exceeded a third time, no further courtesy months will be provided.

When the data usage plan was implemented, affected customers were notified of the change via U.S.P.S. mail and/or email approximately one month prior to its implementation and a reminder email was sent the day of launch. New customers receive a link to the data usage policy via email during the first week of their XFINITY Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

• An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx

• Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

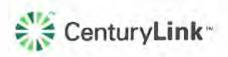
I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to (b) (6) so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

cc:

(b) (6)



November 17, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (b) (6) - IC# 1284732

Notice of Informal Complaint Service Date 10/25/2016

Dear Ms. Bowers:

Please be advised that CenturyLink has completed a review of the informal complaint filed by (6) (6) In the complaint, (6) (6) It states that CenturyLink keeps sending him bills, even though he canceled their service months ago.

CenturyLink records show that (b) (6) s account number 719 632-0686 was disconnected on September 29, 2016. His final bill was dated September 30, 2016, and payment was received on October 25, 2016. This account now reflects a zero balance.

CenturyLink regrets any inconvenience (b) (6) may have experienced while resolving this matter.

Sincerely,

Joni L. Duran

cc: (b) (6)

930 15<sup>th</sup> St, 11<sup>th</sup> Flr Denver, CO 80202

844 840-3532 800-366-2382 fax www.centurylink.com



November 10, 2016

Sharon Bowers, Chief, Consumer Inquiries and Complaint Division Federal Communications Commission 445 12<sup>th</sup> Street, S.W. Washington, D.C. 20554

(b) (6) Huntigton Beach, CA 92649 Rebuttal No.: 1284748 Received: November 8, 2016

Dear Ms. Bowers:

Frontier Communications has received notification of a rebuttal from the above individual.

According to the rebuttal:

• (b) (6) advises that Frontier stated his account was credited \$79.99 for the time that he was out of service. (b) (6) advises that he did not receive the credit of \$79.99.

Frontier has investigated the above statements and offers the following response:

- Frontier reviewed (b) (6) 's account and determined that a credit of \$79.99 was requested on July 7, 2016 and approved, but never posted to the account balance.
- Frontier reissued the \$79.99 credit on November 9, 2016.
- Frontier spoke to (b) (6) on November 9, 2016 to confirm the credit has posted to his account balance. He was pleased with the outcome.

If **(b)** (6) has any additional questions, please contact the undersigned.

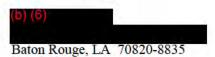
We trust that this information will assist the Commission in closing this complaint.

Sincerely,

Deron Ebersole 844.320.4445, Ext# 1122519



November 22, 2016



Re:

D) (b)

FCC File #: 1284792

Response Due Date: November 24, 2016

Dear (b) (6)

This letter is in response to your complaint regarding Cox High Speed Internet service and the monthly data usage allowance associated with your plan.

As background, Cox offers a variety of High Speed Internet plans to meet the particular needs of its customers. These plans offer speeds ranging from 5mbps download/1mbps upload to 300 mbps download/30mbps upload service. All plans above have a data usage allowance of one terabyte (1TB). Monthly data usage calculations are based on the amount of the customer's downloads, uploads and other Internet activity within their individual monthly billing cycle.

As Internet usage is currently doubling every two years due to evolving customer needs, we continue to strive to provide the optimal residential broadband experience for all our customers. Cox also provides the tools customers need to monitor and manage their data usage. For example, Cox provides a data usage meter on cox.com and on the Cox Connect mobile app that allows customers to track their household's data usage and amount of data remaining for the monthly billing period. This is an easy way to check your household's total monthly usage. Cox will also provide browser alerts when you reach 85% and 100% of your monthly plan and a grace period of two billing cycles when billing begins in your market. Other online tools are also available to help you better understand and estimate your household's monthly Internet usage, so that you can proactively manage your activity. Less than one percent of customers will exceed the monthly amount of data included in their service plan. For more information on these tools, data usage and plans, please visit <a href="https://www.cox.com/datausage">www.cox.com/datausage</a>.

While monthly usage allowances are not new for our Internet service plans, Cox, like many Internet service providers in the industry, has, in a few markets, made changes to bill for blocks of data used by customers in excess of 1TB. However, we expect minimal to no impact for the vast majority of our customers, with less than one percent likely to be impacted by this change.

We trust that the tools referenced above will be of help to you in managing and understanding residential broadband usage. In any event, Cox does not currently charge customers in Louisiana for exceeding their data usage plans. We hope this information alleviates your expressed concerns. You are a valued Cox customer and if you have any additional questions concerning data allowances or usage billing, please feel free to contact Cox at (888) 269-0574. Thank you.

RESPONDING ON BEHALF of COX COMMUNICATIONS LOUISIANA, LLC,

Douglas Garrett

Executive Director, Regulatory Affairs

cc: Federal Communications Commission Consumer & Governmental Affairs Bureau Consumer Inquiries and Complaints Division 1270 Fairfield Road Gettysburg, Pennsylvania 17325-7245



November 23, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Grosse Pointe Park, Michigan 48230

FCC IC File Number: 1284823

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: November 1, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) (6) (6)

On November 4, 2016, I contacted (b) (6) to discuss all billing issues and explained that the current Comcast promotional offer had expired on October 1, 2016 and standard rates were in effect. In an effort to reach a satisfactory resolution, on November 4, 2016, I placed (b) (6) 's account into a new promotional offer at a monthly rate of \$39.99, plus applicable taxes and fees. The promotional offer is effective from November 4, 2016 through November 4, 2017, at which time standard rates will apply.

Additionally, (6) (6) advised he did not wish to enroll in auto-payment so he did not qualify for the \$10.00 a month self-service discount. As a courtesy, On November 4, 2016, I applied a credit in the amount of \$120.00 to (6) (6) account for 12 months of the self-service discount. The change of service and credit will reflect on the next billing statement dated November 18, 2016. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Bethany A. Executive Customer Care Specialist (866) 642-4868 ext. # 3693794



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Berlin, CT 06037

FCC IC File Number: 1284827

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

#### To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6). Please be advised that (b) (6) is not a Comcast customer, and his complaint does not raise any redressable issues concerning XFINITY Internet service or Comcast's application of its usage-based billing policy.

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. In the markets where we have implemented a usage-based approach, the standard XFINITY Internet data plan is set at 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month are provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

Pursuant to Comcast's Agreement for Residential Services (Agreement) and Comcast's Acceptable Use Policy, it is the responsibility of the subscriber to manage their personal devices and home network. Comcast provides a list of compatible cable modems to subscribers wishing to purchase their own equipment for use on Comcast's network.

I trust this letter provides your office with the information required in this matter. Please contact us directly if you have any questions or require additional information.

Sincerely,

 $<sup>^{1}\,\</sup>underline{\text{http://www.comcast.com/Corporate/Customers/Policies/SubscriberAgreement html}}$ 

<sup>&</sup>lt;sup>2</sup> http://mydeviceinfo.comcast net/

# Customer Security Assurance 720-616-7739

cc:

(b) (6)



December 1, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

Chicago Ridge, IL 60415

FCC IC File Number: 1284832

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: November 1, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) regarding XFINITY service.

I made several attempts to contact (b) (6) using all available contact methods. While my attempts were unsuccessful, our records indicate (b) (6) 's account was not disconnected properly on August 9, 2016 due to an order entry error. Due to this error, (b) (6) was billed incorrectly until the account was disconnected on September 2, 2016. On October 13, 2016, the account was sent to collections for an unpaid balance of \$245.48.

On October 25, 2016, a credit in the amount of \$245.48 was applied to the account for the disconnection billing error and the early termination fee, leaving a zero balance. The credit reflected on November 14, 2016 billing statement. The collection agency was notified of the cleared balance on October 26, 2016. Accordingly, (6) (6) should receive a confirmation letter from the collection agency within 30 business days. The Comcast equipment on (6) (6) account has not been returned and in order to avoid any further collection notices regarding the unreturned equipment, the Comcast equipment must be returned. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Rashea C. Executive Care Specialist (888) 736-6711 ext. 1351006



November 22, 2016

Sharon C. Bowers
Deputy Division Chief
Consumer Inquiries & Complaints Division
Federal Communications Commission
445 12th Street, SW, 5-A847
Washington, D.C. 20554

Response via FCC Electronic Response Program

Re: (b) (6) Complaint Ticket No. 1284896

Dear Ms. Bowers:

Thank you for bringing (6) (6) so so somplaint to our attention. We apologize for any issue he may have experienced with ViaSat.

produced ViaSat's Internet service through DirecTV an authorized ViaSat sales agent, and had service installed on October 5, 2016. (6) (6) was receiving ViaSat's Liberty 12 GB service plan with Boost25 at \$79.99 a month, plus applicable taxes and a \$9.99 monthly equipment lease fee. (7) (6) service plan was subject to ViaSat's Data Allowance Policy, which limits the total amount of data a customer can use each month. This service plan provides 12 GB of monthly Priority Data allowance for use at regular download speeds up to 25 Mbps, and upload speeds up to 3 Mbps. The Liberty plans also come with a Liberty Pass, which allows customers to continue using more data at download speeds up to 1-5 Mbps once they have exceeded their monthly Priority Data and until their monthly Priority Data resets pursuant to ViaSat's Data Allowance Policy.

At the time of sale, customers are made aware of ViaSat's Data Allowance Policy, 24-month minimum service term commitment, and the early termination fees. Each of these points is also addressed in the Customer Agreement signed by (6) (6) on October 5, 2016.

ViaSat's records show that (b) (6) contacted ViaSat on October 21, 2016 stating that the DirecTV rep misrepresented the service that he purchased. (b) (6) stated that he was not told about the Data Allowance Policy. ViaSat's Customer Care agent advised (b) (6) of the Data Allowance Policy and educated him on how it applies to his service plan.

On October 24, 2016 (b) (c) contacted ViaSat and requested that his service be disconnected. ViaSat disconnected the services and reminded (b) (d) (e) of the 24-month minimum service term and the early termination fees.

Sincerely,

ViaSat Satellite Service Consumer Affairs Department

CC:(b) (6)



HIGH-SPEED SATELLITE INTERNET SERVICES FROM VIASAT



October 26, 2016

Sharon Bowers, Chief, Consumer Inquiries and Complaint Division Federal Communications Commission 445 12<sup>th</sup> Street, S.W. Washington, D.C. 20554



Complaint No.: 1284933 Received: October 26<sup>th</sup>, 2016.

Dear Ms. Bowers:

Frontier Communications has received notification of a complaint from the above individual.

According to the complaint:

• (b) (6) advises she is contesting the balance on her account of \$104.25.

Frontier has investigated the above statements and offers the following response:

• Frontier has issued credits to (b) (6) 's account to clear the balance of \$104.25. (b) (6) now has a \$0.00 balance.

• Frontier advises that (b) (6) will receive a final bill on November 13<sup>th</sup>, 2016 for \$0.00 showing confirmation that credits have been issued.

If (b) (6) has any additional questions, please contact the undersigned.

We trust that this information will assist the Commission in closing this complaint.

Sincerely,

Austin Bailey 1-877-433-3806, Ext: 0071



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 11/1/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6) File No.: 1284945

> Response Type: Billing Service Date: 10/25/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission on behalf of (b) (6) regarding the monthly U-verse equipment fee. AT&T records confirmed Complainant Name was authorized on the account information provided.

On 10/25/2016, AT&T contacted (b) (6) to acknowledge receipt of his complaint and to confirm any additional details pertaining to his issue.

AT&T investigated and determined that (b) (6) subscribes to U-verse HSIA 18 Internet service and uses his own equipment that he purchased. On 10/28/2016, AT&T contacted (b) (6) to review his account. AT&T left (b) (6) a detailed voicemail message offering a discount promotion offsetting the additional charge. On 11/01/2016, AT&T placed an order adding the new 12-month promotion to (b) account and waiving the monthly equipment fee. AT&T contacted (b) (6) via voicemai(d) advise him of the new promotion and informed him of the new monthly rates.

(b) (6) 's issues have been addressed and AT&T provided contact information should he have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Bruce Bankston at bb9392@att.com or (404) 986-9171.

Sincerely,

**Bruce Bankston** 

Manager - Office of the President AT&T Services Inc.

cc: (b) (6)

Date Printed: 11/1/2016

Page: 1 of 1



November 21, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

Fairfield, CA 94533

(b) (6)

FCC IC File Number: 1284981

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 26, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by Charles Stokes regarding XFINITY service.

On November 4, 2016, I communicated with (b) (6) via e-mail and provided a detailed explanation of the overall bill. Our records reflect (b) (6) reconnected his Comcast services on September 9, 2016 and made a payment in the amount of \$221.30 for the past due balances. Prior to the disconnection request, the October billing statement was generated and mailed on October 4, 2016 for next billing cycle. On October 7, 2016 (b) (6) requested to disconnect his service which was completed effective as of September 9, 2016. However, due to an order processing error, the 30 day money back guarantee was not properly applied to the account.

On October 11, 2016, a credit in the amount of \$56.80 was applied to the account to honor the 30 day money back guarantee, leaving a zero balance. A final billing statement was generated on November 7, 2016 reflecting the zero balance. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Toby O. Executive Customer Relations (888) 966-7794 Ext. 3025547



October 27, 2016

Sharon Bowers, Chief, Consumer Inquiries and Complaint Division Federal Communications Commission 445 12th Street, S.W. Washington, D.C. 20554



Complaint No.: 1285027 Received: October 26th, 2016.

#### Dear Ms. Bowers:

Frontier Communications has received notification of a complaint from the above individual.

According to the complaint:

advises he is contesting the balance on his account.

advises he disconnected the service due to slow speeds and was not advised of charges.

Frontier has investigated the above statements and offers the following response:

- Frontier finds (6) (6) only requested Internet service but was billed for Internet and phone service.
- Frontier has issued a credit totaling \$39.43 to the account for all phone services billed from date of activation (August 12th, 2016) to date of disconnection (September 13th, 2016).
- Frontier indicates (b) (6) was advised on September 9, 2016 that there would be an early termination fee of \$157.54 upon disconnection. However, as a courtesy, Frontier has removed the early termination charge from the account.
- Frontier issued an additional \$25.00 credit towards the router charge. This leaves with a balance of \$35.56 that is valid and will be sustained.

has any additional questions, please contact the undersigned.

We trust that this information will assist the Commission in closing this complaint.

Sincerely,

Austin Bailey

1-877-433-3806, Ext: 0071



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 10/27/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6)

File No.: 1285037
Response Type: Internet
Service Date: 10/26/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission on behalf of (b) (6) regarding concerns with data usage. AT&T records confirmed (b) (6) was authorized on the information provided.

On 10/27/2016, AT&T contacted (b) (6) via voicemail to acknowledge receipt of her complaint and to confirm any additional details pertaining to her issue.

AT&T investigated and determined that the monthly data plans have been in place for all AT&T high-speed internet customers since 2011. The new program is designed to help keep internet service affordable for AT&T's broad base of customers given the rapidly increasing volume of data-rich internet traffic. AT&T has implemented data usage tracking as technology has evolved to the point where we can now measure and track IP data usage. AT&T anticipates that most customers will rarely go over their monthly data plan. AT&T sends multiple email notifications to advise when 65%, 90% and 100% of the data allowance is used. AT&T sent notification of the changes via email. AT&T verified that a credit was issued on 10/24/2016 in the amount of \$30.00 for the data charges. AT&T advised (b) (6)

(b) (6) 's issues have been addressed and AT&T provided contact information should she have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Cindy Munoz at cb7731@att.com or (210) 283-1293.

Sincerely,

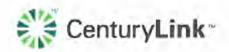
Cindy Munoz

Manager - Office of the President AT&T Services Inc.

cc: (b) (6)

Date Printed: 10/27/2016

Page: 1 of 1



November 22, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (6) (6) —— IC 1285083

Notice of Informal Complaint Service Date 10/27/2016

Dear Ms. Bowers:

Please be advised that CenturyLink has completed a review of the informal complaint filed by (b) (6). In the complaint, (b) (6) states that CenturyLink is billing them for a leased modem, even though they are not leasing a modem. They've contacted CenturyLink and don't understand why they continue to be charged.

CenturyLink records show that the modem lease fee has been stopped, and did not appear on (b) (6) and so October bill. Credit has been applied to her account for the modem lease charges billed in error on her August and September bills, and she'll see the remaining credit on her November bill.

CenturyLink apologizes for the billing error, and also for (b) (6) since inconvenience while resolving this matter.

Sincerely,

Joni L. Duran

cc: (b) (6)

930 15<sup>th</sup> St, 11<sup>th</sup> Flr Denver, CO 80202 844 840-3532 www.centurylink.com



October 28, 2016

Sharon Bowers, Chief, Consumer Inquiries and Complaint Division **Federal Communications Commission** 445 12<sup>th</sup> Street, S.W. Washington, D.C. 20554



Complaint No.: 1285119 Received: October 27, 2016

Dear Ms. Bowers:

Frontier Communications has received notification of a complaint from the above individual.

According to the complaint:

• (b) (6) is disputing his bills from Frontier.

Frontier has investigated the above statements and offers the following response:

- Frontier reviewed (b) (6) 's account and determined that the applicable promotion code for the service (b) (6) was quoted was not activated on his account.
   Frontier advises that the account has been disconnected.
- Frontier has issued \$87.51 in credits to the account for the overbilled Internet charges and a late fee on the October 7, 2016 bill statement.
- Frontier advises that credits for service after the date of disconnection of October 24, 2016 will appear on the November 7, 2016 bill statement.

If (b) (6) has any additional questions, please contact the undersigned.

We trust that this information will assist the Commission in closing this complaint.

Sincerely,

Austin Bailey 1-877-433-3806, Ext# 0071



P.O. Box 3190 Chandler, AZ 85244

November 07, 2016

Sharon Wright Acting Division Chief Consumer Inquiries & Complaints Division Consumer & Governmental Affairs Bureau Federal Communications Commission 445 12th Street, S.W. Washington DC 20554

Re: Name and address:

Glen Allen VA 23059 Serve ticket#: 1285142 Service date: 10/25/2016

Dear Ms. Wright,

This letter is in response to the above-referenced complaint. Thank you for referring it to our office for review. In his complaint, (b) (6) states that his sons' data usage has increased in recent months and there has been no usage change. He believes the billing is inaccurate.

Upon receipt of (b) (6) and 's concern, we performed a thorough investigation on his two son's phone numbers: 804-543-2336 and 804-543-7697. (b) (6) and was on the MORE Everything 20GB plan until July 25, 2016, when he changed to the NEW Verizon Plan XXLarge 24GB. (b) (6) would remain on this plan until September 29, 2016, when he changed to the New Verizon Plan 30GB. The chart below shows his monthly account usage, broken down by each line:

Bill Cycle	804-240-4586	804-385-7415	804-543-2336	804-543-7697	804-678-8167	All MDNs
03/29-04/28	0.950	2.287	6.176	3.634	6.091	19.138
04/29-05/28	0.115	2.474	7.280	2.749	4.648	17.266
05/29-06/28	1.131	3.070	5.087	4.534	4.515	18.337
06/29-07/28	0.567	3.135	5.910	4.235	7.108	20.955
07/29-08/28	1.444	2.093	8.320	8.253	6.952	27.062
08/29-09/28	1.979	1.855	4.731	16.593	3.282	28.432

As shown above, the usage for phone number (b) (6) fluctuates on a month to month basis. The usage begins to decrease on the June bill before increasing on the August bill, and decreasing again on the September bill. The usage for phone number (b) (6) begins to increase starting with the August bill and continues to increase on the September bill.

After a deeper level of investigation, we were able to confirm the top three sources of data utilization on are from EdgeCast Networks, Facebook (including Instagram), and Google. For phone number (b) (6) they are from Facebook (including Instagram), Datacamp S.R.O., Highwinds Network Group. A large amount of the content available today for mobile users is transmitted through CDNs; this includes e-commerce, live and on-demand video streaming, and popular social networking sites. Unfortunately, CDN records available to Verizon do not display the name of the specific app that a customer is using on his or her device, but common examples include Netflix, Snapchat, Facebook, and Amazon.

As mobile Internet sites and applications continue to evolve, customers may consume significantly more data. This is caused primarily by better quality images, high definition video, auto-play features, and the like. As a result, a similar usage habits may incur substantially more data.

I discussed the findings with (b) (6) on November 2, 2016, and he understood what contributed to the increased data usage. We discussed the New Verizon Plan he is currently on and the new features available such as Safety Mode and Carryover Data. We also discussed FamilyBase, an additional tool that would allow him to set data caps on his lines of service to help prevent data overage.

Customers who elect Safety Mode are not charged for overage. Instead, Safety Mode customers who use up their monthly data allowance see reduced data speeds but can continue using their mobile devices. Customers in Safety Mode who want faster connection speeds are able to purchase a "Data Boost" for \$15/GB for the remainder of their bill cycles. Any unused portion of the Data Boost carries over to the next month.

In addition to limiting (6) 's use of apps that drive data usage, I recommended that he may reduce his data usage even further by taking the following steps:

- Decrease live or on-demand video streaming when not connected to WiFi.

- Turn off WiFi Assist, which is a device setting in Apple devices that automatically switches to cellular network data when there is a poor WiFi connection.
- Sign up through My Verizon to be alerted when 50 percent and 75 percent of his monthly data allowance has been used.
- Optimize installed apps:
  - Facebook Disable auto play for video
     Twitter Disable autoplay for video

  - Instagram Disable preloading pics and videos click the "use less cellular data"
    YouTube Make sure "play HD video only on WiFi option is clicked"
    SnapChat Enable Travel mode

The Executive Office of Verizon Wireless appreciates the opportunity to research and address (6) have any additional questions or concerns, or if he is interested in making any concerns. Should (b) (6) changes to his service plan, he may call 800-922-0204.

Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file. Should (b) (6) have any questions or concerns, I may be reached at 800-779-2067 ext. 2220207 between 10:00 AM - 7:00 PM MST, Monday - Friday.

Sincerely,

Jason R. **Executive Relations** 



FCC Appeals Bureau AT&T Room 1110.E3 308 S. Akard St. Dallas, TX 75202 F: 281-664-5370 P: 1-800-288-2020

Response to Notice of Informal Complaint (NOIC)

Date: 11/21/2016

Federal Communications Commission Consumer & Government Affairs Bureau Consumer Complaints Division 445 12th Street Washington, D.C. 20554 Complainant's Name: (b) (6)

File No.: 1285143
Response Type: Billing
Service Date: 10/26/2016

#### INVESTIGATION SUMMARY:

AT&T received a notice from the Federal Communications Commission on behalf of (b) (6) regarding DIRECTV promotion and billing concerns. AT&T records confirmed (b) (6) was authorized on the account information provided.

On 11/9/2016, AT&T contacted (b) (6) to acknowledge receipt of this complaint and to confirm any additional details pertaining to this issue.

DIRECTV investigated and determined records did not support a \$200.00 Visa prepaid card was included in (b) (6) PIRECTV order. However, as a courtesy in recognition of any possible misunderstanding that may have occurred, DIRECTV offered to order a \$200.00 card or provide a \$200.00 bill credit toward the DIRECTV account to honor the offer. (b) (6) accepted the \$200.00 bill credit, which was applied to the DIRECTV account on 11/10/2016 and sent to AT&T for inclusion on a bundled statement on 11/12/2016. DIRECTV reviewed (b) (6) PIRECTV billing and confirmed the new customer offer is being honored and the billing is accurate. AT&T also contacted (b) (6) to address her AT&T billing, and on 11/16/2016, an order was placed to separate the bundled DIRECTV and AT&T billing. Please allow up to one to two bill cycles for this to be completed.

(b) (6) 'issues have been addressed and AT&T provided contact information should she have any further questions or concerns. AT&T regrets any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Deborah Kitto at 1-866-785-5535 extension 26394.

Sincerely,

Deborah Kitto Manager - Office of the President AT&T Services Inc.

cc: (b) (6)

Date Printed: 11/21/2016

Page: 1 of 1



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Blue Springs, MS, 64015

FCC IC File Number: 1285162

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 25, 2016

# To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

On November 1, 2016, Comcast implemented a data usage plan that establishes a usage threshold of 1 TB per month for all of its residential XFINITY Internet customers in (b) (6) area. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month will be provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. Under this policy, which is described in detail online, customers are given two courtesy months during which they will not be billed for exceeding their data usage threshold. If the threshold is exceeded a third time, no further courtesy months will be provided.

Affected customers were notified of the data usage plan policy via U.S.P.S. mail and/or email approximately one month prior to its implementation. New customers receive a link to the data usage policy via email during the first week of their XFINITY Internet service. The policy and frequently asked questions are available for review online.<sup>2</sup> Comcast also provides customers with the following methods of data tracking and notification:

 $<sup>^{1}\,\</sup>underline{\text{http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion}}$ 

<sup>&</sup>lt;sup>2</sup> http://customer.comcast.com/help-and-support/internet/data-usage-plans-expansion

- An individualized data usage meter for every XFINITY Internet account is available online upon log in.<sup>3</sup>
- Automatic notification will be sent to customers who have reached 90, 100, 110 and 125 percent of their data usage allotment.

A Comcast Customer Security Assurance Technician attempted to contact (b) (6) to advise him of the aforementioned information and address any other concerns. Unfortunately, the attempt was unsuccessful. The technician left a message with her direct contact information should (b) (6) have further questions regarding this matter.

I trust this letter provides your office with the information required in this matter. I am providing a copy of this letter to (b) (6) so we can be contacted with any further questions or concerns.

Sincerely,

Customer Security Assurance 720-616-7739

<sup>&</sup>lt;sup>3</sup> https://customer.comcast.com/secure/usagemeterdetail.aspx



November 22, 2016

# **SUBMITTED VIA FCC WEB PORTAL**

Ms. Sharon Bowers, Chief Consumer Inquiries and Complaints Division FCC – Consumer & Governmental Affairs Bureau 445 12<sup>th</sup> Street SW Washington, DC 20554

> RE: (b) (6) Serve Ticket # 1285183

Dear Ms. Bowers:

Time Warner Cable ("TWC") hereby submits its response in the above-referenced matter. Please note that TWC is now part of Charter Communications, Inc.

A representative contacted (b) (6) and downgraded his account to Internet service only per his request. (b) (6) 's new monthly base billing rate is \$39.99. He should contact Customer Care at 888-892-2253 with any further concerns regarding his account.

We regret any inconvenience (b) (6) may have experienced. Please do not hesitate to contact us if you have any questions.

Respectfully submitted, /s/ Jamie Boggio Paralegal, Regulatory

cc: (b) (6)
Anaheim, CA 92806



November 22, 2016

Sharon C. Bowers
Deputy Division Chief
Consumer Inquiries & Complaints Division
Federal Communications Commission
445 12th Street, SW, 5-A847
Washington, D.C. 20554

Response via FCC Electronic Response Program

Re: (b) (6), Complaint Ticket No. 1285228

Dear Ms. Bowers:

Thank you for bringing (b) (6) s complaint to our attention. We apologize for any frustration he may have experienced with ViaSat.

(5) (6) Is currently receiving ViaSat's Exede 15 GB plan at \$79.99 a month. This service plan provides download speeds up to 12 Mbps, upload speeds up to 3 Mbps, and a 15 GB monthly data allowance.

(b) (6) 's service plan is subject to a Data Allowance Policy, which limits the total amount of data a customer can use each month. Customers are made aware of ViaSat's Data Allowance Policy at the time of sale and it is also addressed in the Customer Agreement signed by (b) (6) on July 21, 2012. Pursuant to the Data Allowance Policy, speeds may be slowed or restricted for a period of time when customers use 100% or more of their monthly data allowance. This means that web pages and email will take significantly longer to load and most other internet activities will not work.

The most common causes for high data usage are typically downloading or streaming media content (e.g. online videos, music, and internet radio), downloading full-length movies, and downloading or uploading large files (e.g. viewing pictures on Facebook or through SnapChat). Customers have the choice to purchase additional data under ViaSat's Buy More option at \$10.00 per 1 GB on an as-needed basis, but are not required to do so. Alternatively, customers may utilize ViaSat's Late Night Free Zone from 12:00 AM to 5:00 AM, local time, during which unmetered service is provided at no extra cost.

Since his installation on July 21, 2012, (b) (6) has called in multiple times in regards to his monthly data usage. Each time, he has been educated on his data usage and the Data Allowance Policy.

The following service plans are available in (6) (6) s area

- Liberty 12 GB: \$69.99 a month
- Liberty 12 GB Boost 25 + Wi-Fi: \$79.99 a month
- Liberty 18 GB: \$99.99 a month
- Liberty 18 GB Boost 25 + Wi-Fi: \$109.99 a month
- Liberty 30 GB: \$149.99 a month
- Liberty 30 GB Boost 25 + Wi-Fi: \$159.99 a month
- Essential 10 GB: \$49.99 a month
- Essential 10 GB Boost 25 + Wi-Fi: \$59.99 a month

If D) (G) would like to transition to a service plan that better meets his needs, he may contact ViaSat's 24-hour Customer Service Department at 1-855-463-9333 to have his request processed. Alternatively, he may do so online by accessing his account management portal at my.exede.net.

Thank you for the opportunity to respond.

Sincerely,

ViaSat Satellite Service Consumer Affairs Department





HIGH-SPEED SATELLITE INTERNET SERVICES FROM VIASAT



Verizon Executive Relations Team 290 W. Mt. Pleasant Ave FLR 1 Livingston, NJ 07039

November 01, 2016

Complaint

Sharon Wright
Acting Division Chief
Consumer Inquiries & Complaints Division
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

 $RE: \qquad \qquad \text{(b) (6)}$ 

Fairfax VA 22030 Telephone: (b) (6) ICNumber: 1285278

Received: October 26, 2016

Dear (b) (6)

Thank you for referring the complaint of (b) (6) to our office for review. We appreciate this matter being brought to our attention. (b) (6) to be expressed concern about his billing address not being changed as he requested.

Please be advised the billing address was updated on October 26, 2016 to 10627 Jones St 201A Fairfax VA 22030.

We trust that this information will assist you in closing this complaint. We apologize for any inconvenience that (b) (6) has experienced as a result of the above matter. Should the Federal Communications Commission have any questions, please contact S. Kashif using the contact information you have on file.

Sincerely,

Lisa Morse Verizon Executive Relations Team (301) 282-9212



DISH Network L.L.C. P.O. Box 9040 Littleton, CO 80120

October 27, 2016



Greenfield, MO 65661

Re:

FCC Complaint # 1285324 8255909262104208-3562083

Dear (b) (6)

On October 26, 2016, we received your complaint, dated October 25, 2016, filed with the Federal Communications Commission.

You indicated that you did not receive the monthly rate of \$59.99 that was promised when you added internet service.

Your concerns were addressed on October 24, 2016, through the Missouri Attorney General's Office. Enclosed is a copy of my correspondence.

If there are further questions or concerns about this issue, please feel free to contact me at (720) 514-7291.

Sincerely,

Ana Vigil
Dispute Resolution Specialist
Executive Escalations Team
DISH Network, L.L.C.
Phone Hours: Monday-Friday, 6:30 am – 3:00 pm MDT
(720) 514-7291

### Enclosure

cc:

Federal Communications Commission

1270 Fairfield Road Gettysburg, PA 17325-7245

David Laslo



P.O. Box 9040 Littleton, CO 80120

October 24, 2016

Ms. Lesha Bommel Investigator Consumer Protection Division Office of the Attorney General State of Missouri PO Box 899 Jefferson City, MO 65102

Re:

b) (6)

File No. CC-2016-10-001773 Issue Number: 3561389

Dear Ms. Bommel:

On October 19, 2016, we received your correspondence, dated October 18, 2016, regarding (b) (6)

(b) (6) maintains that she was promised a monthly rate of \$59.99 when she added internet service; however, she was billed \$148.00.

was enrolled in a 24-month commitment on October 5, 2016, for the addition of internet service to her existing television service. At that time, the monthly rate for her television service was \$87.56. The internet service (\$59.99 a month) increased her total monthly rate to \$147.55.

Our records show that the term commitment was waived and (a) (b) 's internet service was canceled on October 19, 2016.

When I spoke with (b) (6) by phone on October 20, 2016, I advised her that because we value her as a customer, I applied a monthly credit of \$25.00 to her account for the next 12 months.

We appreciate that (b) (6) brought her concerns to our attention so that we may address them internally with the appropriate personnel.

If there are further questions or concerns about this issue, please feel free to contact me at (720) 514-7291.

Sincerely,

Ana Vigil
Dispute Resolution Specialist
Executive Escalations Team
DISH Network, L.L.C.
Phone Hours: Monday-Friday, 6:30 am – 3:00 pm MDT
(720) 514-7291

cc:

(p) (p)

Greenfield, MO 65661

David Laslo



November 28, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6) Chester, VA 23831

FCC IC File Number: 1285367

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 27, 2016

Dear Sir/Madam:

This letter is in response to the above-referenced complaint submitted to the Federal Communications Commission by (6) (6) (6) (6)

On October 28, 2016, I spoke with (b) (6) and a credit in the amount of \$80.00 was applied to the account due to the loss of internet service experienced. This credit appears on the next billing statement, which was issued on November 14, 2016. I confirmed with (b) (6) the internet issue was resolved on October 22, 2016 after the technical team replaced the outside cable line causing the concern.

I apologized for any inconvenience and overall experience while attempting to resolve this matter.

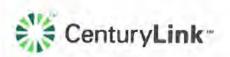
I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (b) (6) should there be additional questions or concerns.

Sincerely,

Jacqulyn Smith Executive Customer Relations (410) 931-5231

cc:

(b) (6)



November 21, 2016

Ms. Sharon Bowers
Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12<sup>th</sup> Street, SW CY-B523
Washington, DC 20554

Re: (6) (6) - IC# 1285422

Omar

Notice of Informal Complaint Service Date 10/25/2016

Dear Ms. Bowers:

Please be advised that CenturyLink has completed a review of the complaint filed by

CenturyLink records indicate that it previously received and investigated this dispute in response to a complaint filed with CenturyLink Media Relations.

A CenturyLink Executive Office manager has been in contact with (b) (6) and has issued a credit on his account for \$279.14, which will appear on his December bill.

CenturyLink is working to meet the price point that (b) (6) was quoted, and he should see these changes no later than his January bill.

CenturyLink regrets any inconvenience that (b) (6) has experienced while resolving this matter.

Sincerely,

Joni L. Duran

cc: (b) (6)

930 15<sup>th</sup> St, 11<sup>th</sup> Flr Denver, CO 80202

844 840-3532 800-366-2382 fax www.centurylink.com



Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division Consumer Services Division 445 12th Street, S.W. Washington, D.C. 20554

Re:

(b) (6)

Mitchell\, IN, 47446

FCC IC File Number: 1285440

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: October 27, 2016

#### To the Commission:

This letter is in response to the above-referenced complaint submitted to the Commission by (b) (6)

Please be advised that (b) (6) is not a Comcast customer, and this complaint does not raise any redressable issues concerning XFINITY Internet service or Comcast's application of its usage-based billing policy.

In certain markets, Comcast has implemented a usage-based billing approach that relieves users who use less Internet data from paying the same price as heavier end users, while enabling those heavier end users to continue using as much data as they want without being subjected to a hard cap. In the markets where we have implemented a usage-based approach, the standard XFINITY Internet data plan is set at 1 TB. Our typical XFINITY Internet customer uses only 60 GB or 6 percent of 1 TB per month. Those very few customers who wish to use more than 1 TB per month are provided additional buckets of 50 GB for \$10 each, with total overage charges capped at \$200 per month, or if they prefer to avoid unexpected overages, they can sign up for an unlimited data plan for an additional \$50 per month. This pro-consumer policy helps to ensure that Comcast's customers are treated fairly, such that those customers who choose to use more Internet data can pay more to do so, and those customers who choose to use less, pay less.

I trust this letter provides your office with the information required in this matter. Please contact us directly if you have any questions or require additional information.

Sincerely,

Customer Security Assurance 720-616-7739

cc:

(b) (6)

#### **VIA Mail**

United States Government Federal Communications Commission Consumer and Government Affairs Bureau Consumer Inquiries and Complaints Division 445 12<sup>th</sup> Street, SW Washington D.C., 20554

Re: (b) (6) , #1334381

We are in receipt of your letter dated 11/30/2016 regarding the above customer of WOW! Internet, Cable and Phone.

Following each issue is the resolution or the attempt, from WOW!, to resolve. According to the complaint received from your department, the customer has the following issues.

Complaint: Cable, internet & phone bundle provider has gone to paperless billing. I have registered to receive an email for monthly billing. My first email has been received for the bill, however I am not able to view the bill. The message states I must have my email address registered with the FCC for 30 days. The company cannot correct this problem. I would like to see a detailed statement in order to make the appropriate payment.

**Findings:** In a continued effort to go green and save on resources, WOW! has implemented a Paper Statement Fee for mailing a paper bill. The 1\$ per month fee for the paper statements is effecting all of our customers- new and existing alike. WOW's goal is to eliminate paper dependency by the end of 2017. Customers can avoid that fee by setting up paperless statements.

Sincerely,

Ashley Smith Executive Response Team WOW! Internet, Cable and Phone 866-740-0119 719-388-1038 – FAX



December 27, 2016

Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street SW Washington, DC 20554

Re:

(b) (6)

Ipswich, Massachusetts

FCC IC File Number: 1334415

Response Type: NOIC-Notice of Informal Complaint

Date of Notice: December 1, 2016.

Dear Sir/Madam:

On December 15, 2016, I contacted (b) (6) to discuss all billing issues and explained that the current Comcast promotional offer had expired and regular rates were in effect. However after a review of her account we have decided as a courtesy to add the promotional offer for the Performance Internet Service back to her account for 12 months. (b) (6) accepted this offer which was added to the account on December 15, 2016, but was backdated to August 15, 2016. The promotional offer has a monthly price rate of \$49.99 per month, effective August 15, 2016 through August 14, 2017. (b) (6) is aware that the change of service, and prorated adjustments of \$99.80 will be reflected on her billing statement dated January 8, 2017. I apologized for any inconvenience and overall experience while attempting to resolve this matter.

I trust this letter provides your office with information required for resolution in this matter. I am providing a copy of this letter, which includes my contact information, to (6) (6) should there be additional questions or concerns.

Sincerely,

James Collins Executive Customer Relations (978) 848-5348

cc:

(b) (6)