

October 15, 2015

Demand for Arbitration

Laurence (Larry) G. Christopher  
Vice President and Associate General Counsel, Litigation  
Charter Communications, Inc.  
12405 Powerscourt Drive  
Saint Louis, Missouri 63131

Via: Email to l...@charter.com and First Class Mail

Re: Charter Communications, Inc. ("Charter") account number 8203130010...031

Mr. Christopher,

Pursuant to my Demand for Arbitration submitted to Charter last year, I re-submit the following Demand for Arbitration per Charter's Terms of Service effective October 1, 2014. As you are well aware, Charter has not acknowledged my Demand for Arbitration submitted last year, even though the American Arbitration Association ("AAA") created a case number.

The AAA's letter dated November 19, 2014, addressed to both myself and Charter, clearly stated: "As Charter Communications Inc. has previously not complied with our request to adhere to our policy regarding consumer claims, we must, at this time, decline to administer this claim and any other claims between this business and its consumers." On September 18, 2015, via an email from the AAA, I learned for the first time: "Charter Communications was deemed non-compliant in 2013. In June 2015, Charter Communications registered its clause and paid the registry fee, returning it to good standing. Between 2013 and June 2015, the AAA declined to administer all Charter Communication's consumer arbitrations, including the one you filed in November 2014."

On October 2, 2015, after ignoring every communication attentioned to you and/or your position from September 2014 to September 2015, Charter disconnected my Internet service. Indeed, the list of unanswered communications is noteworthy.

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
09/09/2014 <sup>1</sup>	Larry Christopher	Certified Mail	7013302000018...8779	MO
10/21/2014	VP and Assoc GC <sup>2</sup>	Fax	314-909-0. .9	MO
		Certified Mail	7014182000017...4029	MO
10/31/2014 <sup>3</sup>	VP and Assoc GC	Priority Mail	940590369930028...7473	MO
12/03/2014	VP and Assoc GC	Fax	314-909-0. .9	MO
12/26/2014	VP and Assoc GC	Fax	314-909-0. .9	MO
		Priority Mail	940590369930032...6311	MO
01/16/2015 <sup>4</sup>	VP and Assoc GC	Fax	314-909-0. .9	MO
01/26/2015 <sup>5</sup>	Larry Christopher	Fax	314-909-0. .9	MO
02/04/2015 <sup>6</sup>	Larry Christopher	Priority Mail	940780369930001...8713 *	MO
03/08/2015	VP and Assoc GC-L <sup>7</sup>	Fax	314-909-0. .9	MO
		First Class Mail	n/a	MO
06/24/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
		First Class Mail	n/a	MO
07/22/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
		First Class Mail	n/a	MO
09/12/2015	VP and Assoc GC-L	Email	l...@charter.com	MO
09/18/2015	Larry Christopher	Fax	314-909-0. .9	MO
		Email	l...@charter.com	MO
10/02/2015 <sup>8</sup>	Larry Christopher	Email	l...@charter.com	MO

\* Signature Confirmation delivery

<sup>1</sup> Copy of letter addressed to Barry W. King, Director and Senior Counsel, Litigation, at Charter

<sup>2</sup> Vice President and Associate General Counsel

<sup>3</sup> Demand for Arbitration (AAA Case Number 01-14-0001-8. .4)

<sup>4</sup> Copy of letter addressed to Tara Parvey, director at American Arbitration Association

<sup>5</sup> Copy of letter to Travis Rygg, Corporate Customer Escalation Advocate, at Charter

<sup>6</sup> Compact disc enclosed, partially marked "For Larry Christopher, VP and Assoc. G.C., Litigation" which contained PDF images of dispute-related correspondence, receipts and other details spanning ten months

<sup>7</sup> Vice President and Associate General Counsel, Litigation

<sup>8</sup> Copy of letter addressed to Ashok K. Kuthyar, Vice President (Service Delivery & Support), at Charter

I provided a compact disc to you with my letter dated February 4, 2015, excerpted:

With this evidence you have everything necessary to conduct an internal investigation as to why Barry W. King, Director and Senior Counsel–Litigation, issued a letter to me in July 2014 stating, "...Charter has no record of receiving any communication from you prior to these two recent letters [July 19 and 22]." You have everything necessary to respond to me pertaining to my substantive, traceable correspondence.

- 1) My account with Charter is not subject to any type of Term Contract pricing structure.
- 2) Charter remains non-compliant to the American Arbitration Association's consumer claims policy, thereby prohibiting administration of any and all consumer claims. [*At the time, I did not know the true reason why 'any and all consumer claims' were declined.*]
- 3) The modem provided to me by Charter for Internet service is not Charter's property.
- 4) Charter has not acknowledged receipt of my correspondence of April 29, May 21, July 5, August 16, 18, 27, September 9, 24, October 8, 21, 31, December 3 and 26, 2014.

Willingly and deliberately, you ignored all of my communications addressed to Vice President and Associate General Counsel; Vice President and Associate General Counsel, Litigation; Larry Christopher, VP; Larry Christopher, Vice President and Associate General Counsel; Larry Christopher, Vice President and Associate General Counsel, Litigation; and emails sent to you directly. This occurred concurrently as many Charter representatives have knowingly and deliberately abstained from responding to my communications, from April 2014 to October 2015.

Prior to Charter's Terms of Service effective October 1, 2014, I submitted a "Notice of Intent to Arbitrate" dated May 21, 2014, which is traceable. As previously communicated, I properly submitted the Notice based on a misunderstanding of which Agreement within the Terms of Service pertained to my account. I later learned that the Agreement linked to the Service I received from Charter did not contain an arbitration clause. Notwithstanding, Charter has not acknowledged receipt of that Notice, provided more than once with proof of delivery. After Charter's re-written and re-structured Terms of Service became effective, my account was then subject to an arbitration clause, and I submitted a Demand for Arbitration dated October 31, 2014.

With Internet research, I discovered a publicly-available document signed by you in June 2014 as Laurence G. Christopher, Vice President and Associate General Counsel, Litigation. The entirely unrelated document was a Montana Property Tax Settlement Agreement posted online. This is noteworthy, because until I viewed that information I had no confirmation that you held that position at Charter. In October 2015, John L. Flynn, of Jenner & Block LLP and counsel to Charter, posted letters at the Federal Communications Commission's website that linked you with your title, so I communicated to you for more than one year based on Internet research as to who held your position at Charter, and you have thoroughly ignored me.

I received by mail the most recent billing statement from Charter that details my unpaid balance of \$139.74, but that does not compare to the hundreds of dollars spent in facsimiles, traceable mailings, photocopies, compact discs, etc., due to your involvement of inhibiting my dispute from being formally resolved or denied. The balance of \$139.74, though seemingly insignificant, represents accrual beginning in April 2015 while my dispute remained open and unresolved beginning in April 2014. Now, Charter has taken the Service from me altogether.

Charter Communications, Inc., has no legal basis to dismiss my Demand for Arbitration due to the details mentioned. The Service was disconnected by Charter, but my comprehensive billing dispute remains, which includes resolving the current ownership of the modem provided in 2013. As mentioned, this Demand is pursuant to the previous Demand for Arbitration, which did not directly pertain to an arbitrated resolution of my dispute with Charter.

This Demand serves as a demand for arbitration to specifically and solely determine whether my billing dispute is bound to an arbitration clause within Charter's present and past Terms of Service. This is not a demand for arbitration to resolve the dispute, but rather formally establish my rights in resolving the dispute of which Charter representatives have evaded in well-documented form.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. I am indigent, and have been since before I began receiving Internet service from Charter in 2013. I reserve any right to request a pro bono arbitrator.

The issues to resolve with this Demand are whether Charter's Terms of Service before October 1, 2014 bound my account for residential Internet-only service to an arbitration clause

and whether my unresolved comprehensive billing dispute is bound to an arbitration clause per Charter's Terms of Service effective October 1, 2014. My position: the answers are no and no.

**Basis for the Demand—Part 1:**

Charter has persisted in ignoring my traceable correspondence after repeated mentions and requests for applicable and appropriate responses—thoroughly expressed in my letter to your office dated October 21, 2014. On May 21, 2014, I mailed to Charter a “Notice of Intent to Arbitrate.” This was based on the text at that time in the *Charter Communications Terms and Conditions of Residential Service (“Agreement”)* posted at Charter.com, which read:

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled “Notice of Intent to Arbitrate” (“Notice”). The Notice to Charter should be addressed to: General Counsel, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 (“Arbitration Notice Address”). The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Charter may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Agreement.

My “Notice of Intent to Arbitrate” was correctly addressed and traceable. You among others at Charter were provided a copy of the stamped Certified Mail receipt—as well as the Post Office payment receipt—proving the date, zip code and addressee to which it was mailed. Via a letter dated July 23, 2014 Barry W. King, Director and Senior Counsel, Litigation, stated that Charter had no record of receiving any communications from me prior to July 19, 2014, which was immediately false and remains today Charter's unwavering position.

In May 2014 at Charter.com, the Terms of Service menu webpage contained a link in the list named “HSI Agreement” which was not listed under a “Residential Service Terms and Conditions” link in the menu. The name of the Agreement for “High Speed Internet” customers was not named “Charter Internet Residential Customer Agreement.” It was mentioned in my

letter dated July 22, 2014 that I didn't initially perceive the "HSI Agreement" link as pertaining to me because I didn't recognize the acronym. I was also confused as to why the Web address, [www.charter.com/browse/content/residential-video](http://www.charter.com/browse/content/residential-video), depicted only video service. At that time, the *Charter Communications Terms and Conditions of Residential Service* ("Agreement") was posted at [www.charter.com/browse/content/residential-video](http://www.charter.com/browse/content/residential-video), and the link for the Agreement pertaining to my account was unknowingly posted at [charter.com/browse/content/hsi\\_cust](http://charter.com/browse/content/hsi_cust).

Charter chose to disregard my Notice of May 2014 and my Demand of October 2014 altogether, relentlessly neglecting to clarify if my dispute was bound by an arbitration clause. In November 2014 the AAA declared to me by email: "Since we have declined to administer this claim, our rules state that your other option is small claims court." In September 2015, though, the AAA declared: "Charter Communications is in good standing with AAA now as they have registered with us and agreed to comply with AAA's policy. If you would like to file a claim, we are administering claims for this business."

### **Basis for the Demand—Part 2:**

Charter's new "General Terms and Conditions for Charter Residential Services" states "...the arbitrator shall be bound by the terms of this Agreement." This Agreement became effective in October 2014 and bound my account to an arbitration clause upon significant re-writing and re-structuring of terms for residential customers receiving solely Internet service. Previous to this new Agreement, my account was bound by the "Charter Internet Residential Customer Agreement"—formerly "HSI Agreement"—defined online as "Customer Agreement, Effective April 2008, Version 8.2"; and that Agreement contained an exclusive and explicit "Entire Agreement" clause.

As an Entire Agreement, the *Charter Internet Residential Customer Agreement* did not contain an arbitration clause, nor did it reference another Agreement. Separately, customers who received video and/or voice services were bound by the *Charter Communications Terms and Conditions of Residential Service (“Agreement”)*, which also applied to customers who subscribed to Internet service as part of a package of services:

1) According to the strict language of the *Charter Communications Terms and Conditions of Residential Service (“Agreement”)* effective prior to October 2014, the Agreement was not applicable to residential customers like myself who subscribed solely to Internet service.

a) The first sentence of the Agreement stated: “Following are the terms and conditions that govern the relationship between you (“you,” “your,” or “customer”) and the subsidiary of Charter Communications® that operates the cable system in your area (“Charter,” “we,” “us,” or “our”) regarding your cable service (“Video Service” or “TV Service”).” The first sentence did not mention Internet service, and the second and third sentences pertained to phone service.

b) The fourth and fifth sentences stated: “If you receive Charter Internet service (“HSI”), you will also be bound by the Charter Internet Subscriber Agreement and Acceptable Use Policy, both located at “www.charter.com” under “Terms of Service/Policies.” Each of the Video Service, Phone and HSI are a “Service” and collectively the “Services.”” The words ‘also’ and ‘collectively’ contextually described Internet service subscription as part of a package of services (i.e., video and Internet, voice and Internet, or all three).

c) The fourth sentence could not be binding to Internet-*only* customers due to exclusivity of Sections 6.1, 6.2 and 10.1 of the *Charter Internet Residential Customer Agreement*.

- 1) Section 10.1 stated: “Entire Agreement: This Agreement and the schedules referenced in this agreement constitute the entire agreement with respect to the Service.”
  - 2) Section 6.2 stated: “Charter’s entire liability and Customer’s exclusive remedy with respect to the use of the Service or its software and equipment, or any breach by Charter of any obligation Charter may have under this Agreement, shall be Customer’s ability to terminate the service or to obtain the replacement or repair of any defective software or equipment provided by Charter to Customer.” Nonetheless, termination is neither redress nor corrective, though both implied and imposed as remedy—allegedly violating California Civil Code, Title 1.5, Chapter 3.
  - 3) Section 6.1 stated: “Customer’s sole and exclusive remedies under this Agreement are as set forth in this Agreement.” This Agreement did not contain an arbitration clause.
- 2) Charter’s new *General Terms and Conditions for Charter Residential Services* states: “The current version of the Terms of Service....” This reference specifically shifted Internet-only customers from “Version 8.2” of the *Charter Internet Residential Customer Agreement*, which contained a strictly-written Entire Agreement clause and no mention of arbitration, to an encompassing Agreement for all residential customers. Instead of a version number and effective date for the Agreement exclusive to customers like myself, Charter’s entire Terms of Service became “the current version” while my matter remained unresolved for months.

In conclusion, Charter grossly mishandled me as a customer through and through. At any time, Charter should have been able to conclusively address the details of my presented dispute and either formally deny or formally resolve that presentation. Instead, Charter chose to act unscrupulously—causing me much emotional distress and financial loss—because of grand

plans of mergers and acquisitions, reputations to protect, and the fact that Charter's position against my dispute has never been true and honest nor based on legality. The only way I will rescind this Demand is if Charter makes a formal decision to resolve my dispute and reinstate my Internet service without malice by November 1, 2015.

Regards,



Shawn Sheridan  
151 20th Century Blvd, Apt 1  
Turlock CA 95380-2346

cc: Consumer Filing	American Arbitration Association	consumerfiling@adr.org
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Note: When the AAA has created a case number the following will be provided once again, which are the relevant Agreements posted at Charter.com as of July 21, 2014 and October 1, 2014 respectively:

“Charter Communications Terms and Conditions of Residential Service (“Agreement”)

“Charter Internet Residential Customer Agreement”

“General Terms and Conditions for Charter Residential Services”

“Charter Residential Internet Service Agreement”

Separately I will submit to the AAA a declaration under oath regarding monthly income and the number of persons in my household to qualify for the provision in Section 1284.3 of the California Code of Civil Procedure. However, Charter's registered clause states, “Charter shall bear the cost of any arbitration filing fees and arbitrator's fees for claims of up to \$75,000.”