

November 12, 2015

FILED ELECTRONICALLY

Ms. Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *In the Matter of Applications of Charter Communications, Inc. ("Charter"), Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to Transfer Control of Licenses and Authorizations*, MB Docket No. 15-149

Dear Ms. Dortch,

I respectfully submit the accompanying Reply to Responses/Oppositions and Appendices in connection with the applications in the above-referenced proceeding.

Please let me know if you have any questions.

Sincerely,



Shawn Sheridan
Turlock, California

Attachments

cc: Vanessa Lemmé	Media Bureau	Vanessa.Lemme@fcc.gov
Ty Beam	Media Bureau	Ty.Bream@fcc.gov
Elizabeth McIntyre	Wireline Competition Bureau	Elizabeth.McIntyre@fcc.gov
Adam Copeland	Wireline Competition Bureau	Adam.Copeland@fcc.gov
Jim Bird	Office of General Counsel	TransactionTeam@fcc.gov
John L. Flynn	Jenner & Block LLP	JFlynn@jenner.com
Matthew A. Brill	Latham & Watkins LLP	Matthew.Brill@lw.com
Steven J. Horvitz	Davis Wright Tremaine LLP	SteveHorvitz@dwt.com

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
Applications of)	MB Docket No. 15-149
)	
Charter Communications, Inc.,)	
Time Warner Cable Inc., and)	
Advance/Newhouse Partnership)	
For Consent To Transfer Control of)	
Licenses and Authorizations)	

REPLY TO RESPONSES/OPPOSITIONS

November 12, 2015

Shawn D. Sheridan
151 20th Century Blvd, Apt. 1
Turlock, CA 95280-2346
sheridan3398@yahoo.com

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DECLARATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

- My status as an indigent consumer (my gross monthly income is less than 300% of federal poverty guidelines).
- My sole authorship of documents filed electronically at fcc.gov that contain my signature.
- My personal experiences expressed in my Reply to Responses/Oppositions submitted to the Federal Communications Commission dated November 12, 2015.
- The appendices included in my Reply to Responses/Oppositions dated November 12, 2015 are exact copies of the originals filed electronically at fcc.gov, absent the signature images and original page numbering formats (i.e., 1 of #).

Date executed: November 12, 2015

Place: Turlock, California; County of Stanislaus

Signature: */s/ Shawn D. Sheridan*
Shawn D. Sheridan

INTRODUCTION

I am an indigent consumer. I am the author of my comment to the Commission consisting of the initial 31-page submission dated September 27, 13-page supplement dated October 4, and 15-page addition dated October 9, 2015.

I am a on-going victim of well-documented corporate bullying by many representatives of Charter Communications, Inc. (“Charter”), spanning 18 months, amidst two insatiable quests to acquire Time Warner Cable Inc. (“TWC”). Although I have not located a direct reference of response by the Applicants, neglecting me is in line with Charter’s on-going handling of my communications for more than 575 days.

I have not attended college, university or vocational school. My school has been on-the-job training in diverse capacities, in a variety of industries, and experiences with a broad array of decision-makers in military, government, not-for-profit, grocery, restaurant and small, medium and large corporate environments.

I am a private, past-employee witness to corporate collusion against customers in more than one setting, involving thousands of dollars, millions and more than ten million dollars. For the latter, my employment was terminated in a traumatic fashion upon taking a personal stand against involvement. In that setting, I witnessed many co-workers privately concede, not from an oppressive environment, but confidingly in the face of substantial benefits.

I know firsthand what it feels like to earn a wage of more than \$80,000 a year, and I know firsthand what it is like to live at a homeless shelter. I know what it is like to travel the world in 27 countries and territories, and I know what it is like to travel to a local county office to apply for food stamps.

Now that I am poor, it seems conspicuous to me that Charter has stated intentions to help low-income consumers while being neither willing nor ready to commit to a nationwide offering that would be implemented within six months of the close of the Transaction.¹

There are portions of this Reply that pertain to Charter's Responses² to the Commission's Information and Data Request. An unusual situation and circumstance has afforded me certain insights that may be valuable to the Commission.

¹ See Charter's Response to Information and Data Request 86 of October 13 at page 288.

² Response and Supplemental Responses of Charter of October 13, 23 and November 3, 2015.

I. COLLUSION

A. Responses of Charter to Information and Data Request 73(c)

Although responses to the Commission’s Information and Data Request are not directed toward public comments or opposition to petitions, Charter’s Responses³ were submitted after my 31-page comment of September 27, 13-page supplement of October 4, and 15-page addition of October 9; and my 9-page Demand for Arbitration dated October 15, 2015.⁴

The Commission partially defined “Highly Confidential Information” as some of the Submitting Party’s most sensitive business data which, if released to competitors or those with whom the Submitting Party does business, would allow those persons to gain a significant advantage in the marketplace or in negotiations; and “Confidential Information” as information that is not otherwise available from publicly available sources.⁵

Charter’s November 3, 2015 Response states: “In 2011, Charter’s Internet service prices were as follows, [BEGIN HIGHLY CONFIDENTIAL INFORMATION]”.⁶ Two blank pages later, it concludes with [END HIGHLY CONFIDENTIAL INFORMATION].

At page 24, it states: “When Charter introduced NPP in July 2012, it offered its base Internet service for [BEGIN HIGHLY CONFIDENTIAL INFORMATION]...” Almost a full blank page later, it concludes with “[END HIGHLY CONFIDENTIAL INFORMATION] There have been no other changes to Charter’s NPP pricing for its standalone or bundled Internet service at either speed tier.”

³ Response and Supplemental Responses of Charter dated October 13, 23 and November 3, 2015.

⁴ See Appendices A, B, C and D.

⁵ FCC 15-110 at 29.

⁶ At 21.

In the Introduction of Charter's October 13, 2015 Response, it states: "Per discussions with Commission Staff, Charter is submitting these responses on a Highly Confidential basis under the Joint Protective Order in effect in this proceeding." Discussions can not supersede the Commission's explicit definitions established by the Protective Order.

Charter's November 3, 2015 Response is revealing, because Charter's October 13, 2015 Response provides non-redacted pricing for January 2011 to February 2012; March 2012 to June 2012; July 2012 to January 2013; February 2013 to December 2014; and from January 2015.⁷

Charter deliberately did not provide to the Commission "promotional offerings" pricing,⁸ but instead presented certain "standard" pricing details and deemed it Highly Confidential. Prices for services to consumers are neither kept strictly confidential nor most-sensitive business data. Consumer-based pricing can not qualify as Highly Confidential.

Charter indirectly colluded, if for no one else, against my billing dispute initiated in 2014. When my dispute began,⁹ the Agreement posted at Charter.com for standalone Internet service was defined as "Customer Agreement, Effective April 2008, Version 8.2".¹⁰

There are colluding Charter representatives who kept certain pricing details from being easily available, because—according to the definition of Highly Confidential—it could "...allow those persons to gain a significant advantage in the marketplace or in negotiations...." Charter is fully aware that a consumer class action lawsuit remains viable, and that certain details of pricing provided publically by Charter at this time could be incriminating. Pricing can not be confined to Charter's definitions, but rather all prices applied should be provided, such as the very prevalent legacy pricing of "The Charter Bundle[®] with 24-month Price Guarantee Package".

⁷ At 231; and at 157.

⁸ See note 190 at 231 of Charter's October 13 Response and note 22 at 21 of November 3 Response.

⁹ April 8, 2014 via a Priority Mail letter addressed to Charter's CEO, Tom Rutledge.

¹⁰ At "https://www.charter.com/browse/content/hsi_cust" prior to October 1, 2014.

In the Highly Confidential sections of Charter’s November 3, 2015 Response, was it mentioned that a webpage of 39 publically-available price variations continue to be part of the Terms of Service? The following is a list of active PDF links still maintained at Charter.com:¹¹

Terms of Service/Policies

Price Guarantee Service Agreement Details

1. \$29.98 (mo 1-12) / \$39.98 (mo 13-24) Price Guarantee Package
2. \$34.99 Price Guarantee Package
3. \$34.99 Price Guarantee Package (Preview)
4. \$39.98 (mo 1-12) / \$49.98 (mo 13-24) Price Guarantee Package
5. \$39.99 Price Guarantee Package
6. \$44.98 (mo 1-12) / \$54.98 (mo 13-24) Price Guarantee Package
7. \$59.98 Price Guarantee Package
8. \$59.98 (mo 1-12) / \$99.98 (mo 13-24) Price Guarantee Package
9. \$64.97 (mo 1-12) / \$109.97 (mo 13-24) Price Guarantee Package
10. \$64.98 Price Guarantee Package
11. \$69.98 (mo 1-12) / \$89.98 (mo 13-24) Price Guarantee Package
12. \$79.98 Price Guarantee Package
13. \$79.98 (mo 1-12) / \$89.98 (mo 13-24) Price Guarantee Package
14. \$89.97 Price Guarantee Package
15. \$89.97 (mo 1-12) / \$109.97 (mo 13-24) Price Guarantee Package
16. \$89.97 (mo 1-12) / \$109.97 (mo 13-24) Price Guarantee Package
17. \$89.98 Price Guarantee Bundle Package
18. \$94.97 Price Guarantee Package
19. \$99.97 (mo 1-12) / \$109.97 (mo 13-24) Price Guarantee Package
20. \$99.97 (mo 1-12) / \$119.97 (mo 13-24) Price Guarantee Package
21. \$114.97 Price Guarantee Package
22. \$114.97 Price Guarantee Package (Preview)
23. \$124.97 Price Guarantee Package
24. \$124.98 Price Guarantee Bundle Package
25. \$139.97 Price Guarantee Package
26. \$154.97 Price Guarantee Package
27. \$224.97 Price Guarantee Package
28. \$29.99 Price Guarantee Package
29. \$79.98 Price Guarantee Package (includes Digital View)
30. \$109.97 Price Guarantee Package
31. \$118.97 Price Guarantee Package
32. \$119.97 Price Guarantee Package
33. \$119.98 Price Guarantee Package
34. \$133.97 Price Guarantee Package
35. \$144.97 Price Guarantee Package
36. \$149.97 Price Guarantee Package
37. \$179.97 Price Guarantee Package
38. \$189.97 Price Guarantee Package
39. \$239.96 Price Guarantee Package

¹¹ At <https://www.charter.com/browse/content/policies-resi-pric-guarn>.

Though Charter's November 3, 2015 Response mentions New Price Packaging ("NPP"), and that there are active customers who have not switched to NPP,¹² there are key components of pricing that Charter has not mentioned—most conspicuously promotions, as though irrelevant.

Charter presented current offerings as NPP, when standalone service can not be defined as a package—concurrently both singular and plural services—because there are connotations. In November 2013, Charter's CEO was quoted in an article¹³ by Business Insider:

Tom Rutledge, the CEO of cable TV company Charter Communications, told Wall Street this week he was "surprised" that 1.3 million of his 5.5 million customers don't want TV. They just want broadband internet. They're actively NOT subscribing to TV in addition to the web. "Our broadband-only growth has been greater than I thought it would be," he added.

Prior to October 1, 2014 Charter's Terms of Service contained an Agreement for bundled services and a *whole* Agreement for standalone Internet service. That is the basis for my recent Demand for Arbitration. The Internet-only Agreement applied to 1.3+ million customers.

Charter has defined standalone service as a package, though customers with standalone Internet service prior to October 1, 2014 were bound by a separate Agreement than customers receiving bundled services. Before Charter's newly re-written and re-structured Terms effective October 1, 2014, there was an Agreement for standalone Internet service defined as "Customer Agreement, Effective April 2008, Version 8.2." After October 1, 2014, "The current version of the Terms of Service" rendered that Agreement obsolete—in the midst of my billing dispute.¹⁴

¹² At 3.

¹³ At <http://www.businessinsider.com/charter-cable-ceo-surprised-that-customers-want-internet-not-tv-2013-11>.

¹⁴ See Appendix A at 5 (Comment for Denial; September 27, 2015). ¶ 3 of General Terms And Conditions For Charter Residential Services states: "The current version of the Terms of Service...."

It may be inconsequential, but something peculiar occurred with that webpage of pricing. When screenprinting to PDF, the PDF header provides the date and webpage description. Using personal screenprints, the following figures show a progression where the webpage description changed from “Charter Communications” to “Charter Authorized Reseller” to “Charter Spectrum – Price Guarantees”:

Figure 1. As of 9/27/2014¹⁵

The screenshot shows the Charter Communications website interface as of 9/27/2014. The page title is "Charter Communications". The navigation menu includes "Bundles", "TV", "Internet", "Voice", "Support", and "Business". There is a search bar and "Sign Up" and "Log In" buttons. A "Our Best Offers" section is visible, containing a form for "Street Address", "Apt/Unit", and "Zip Code" with a "GO" button. The main content area is titled "Terms of Service/Policies" and "Price Guarantee Service Agreement Details". It lists 12 different price guarantee packages with their respective monthly rates and terms.

Package Description
• \$29.98 (mo 1-12) / \$39.98 (mo 13-24) Price Guarantee Package
• \$34.99 Price Guarantee Package
• \$34.99 Price Guarantee Package (Preview)
• \$39.98 (mo 1-12) / \$49.98 (mo 13-24) Price Guarantee Package
• \$39.99 Price Guarantee Package
• \$44.98 (mo 1-12) / \$54.98 (mo 13-24) Price Guarantee Package
• \$59.98 Price Guarantee Package
• \$59.98 (mo 1-12) / \$99.98 (mo 13-24) Price Guarantee Package
• \$64.97 (mo 1-12) / \$109.97 (mo 13-24) Price Guarantee Package
• \$64.98 Price Guarantee Package
• \$69.98 (mo 1-12) / \$89.98 (mo 13-24) Price Guarantee Package
• \$79.98 Price Guarantee Package

¹⁵ Portion of PDF screenprint of <https://www.charter.com/browse/content/policies-resi-pric-guarn>.

Figure 2. As of 1/8/2015

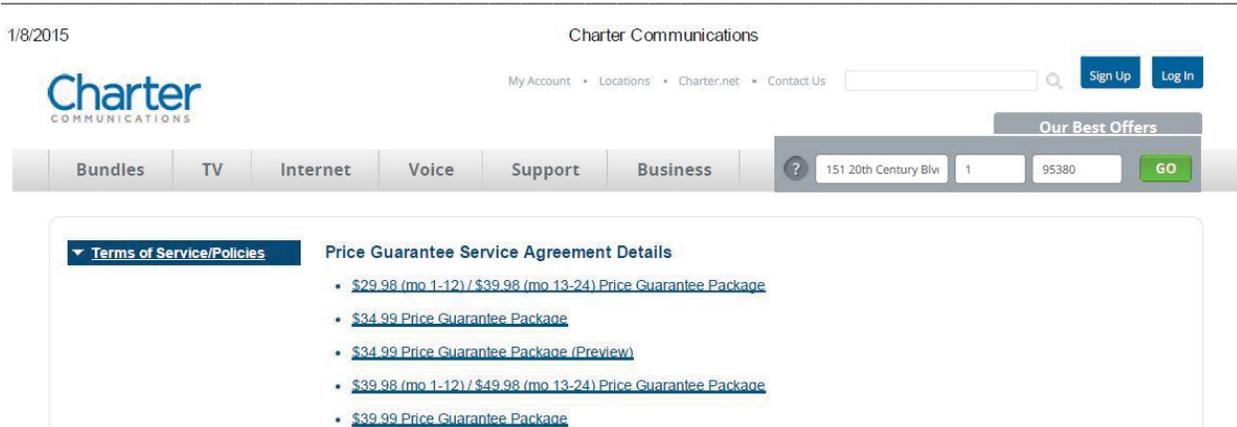


Figure 3. As of 3/8/2015; new Charter Spectrum logo; “Bundles” link changed to “Offers”

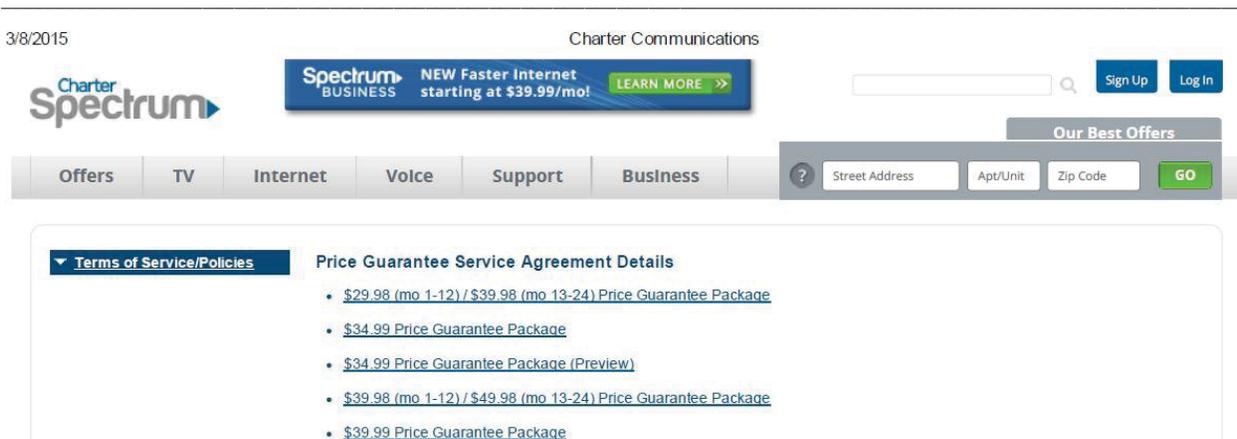


Figure 4. As of 5/22/2015; webpage description changed to “Charter Authorized Reseller”



Figure 5. As of 8/17/2015; new webpage description; “Offers” link changed to “Packages”

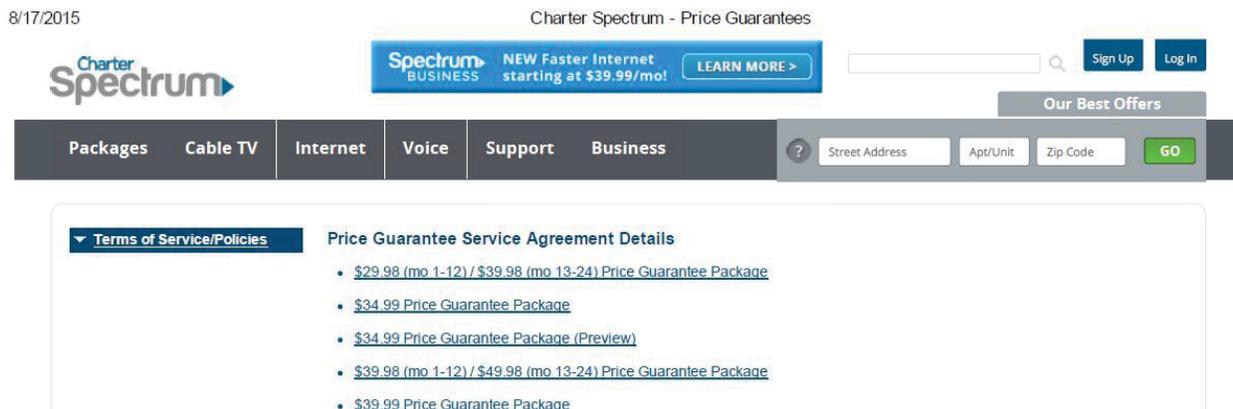
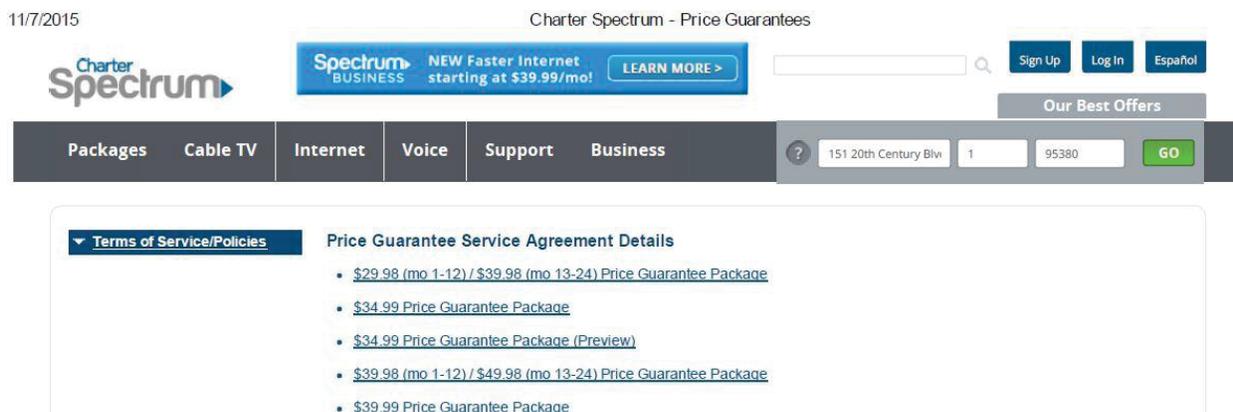


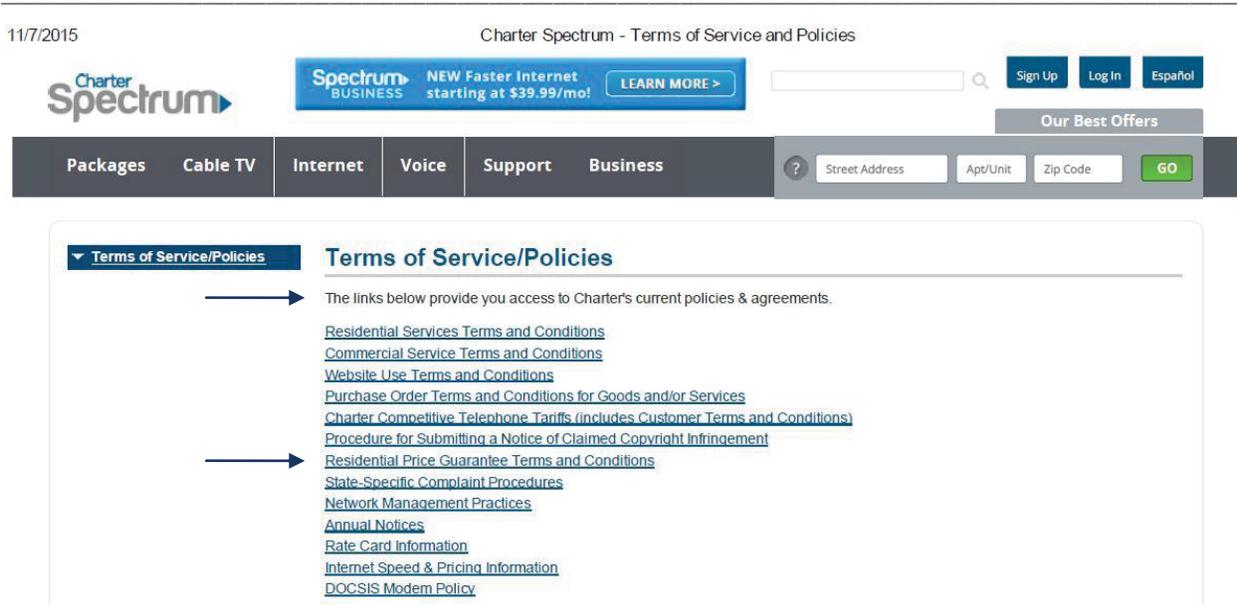
Figure 6. As of 11/7/2015; “Charter Spectrum – Price Guarantees”



That webpage has remained part of Charter’s Terms of Service,¹⁶ but there is collusion behind Charter’s menu bar changes from a “Bundles” link to an “Offers” link to a “Packages” link, all in 2015, as Charter representatives have strategized for defense. However, packages for standalone service are not exclusive to Charter’s NPP, because legacy pricing also included the “Charter Internet™ Express with 24-month Price Guarantee Package” for standalone service.

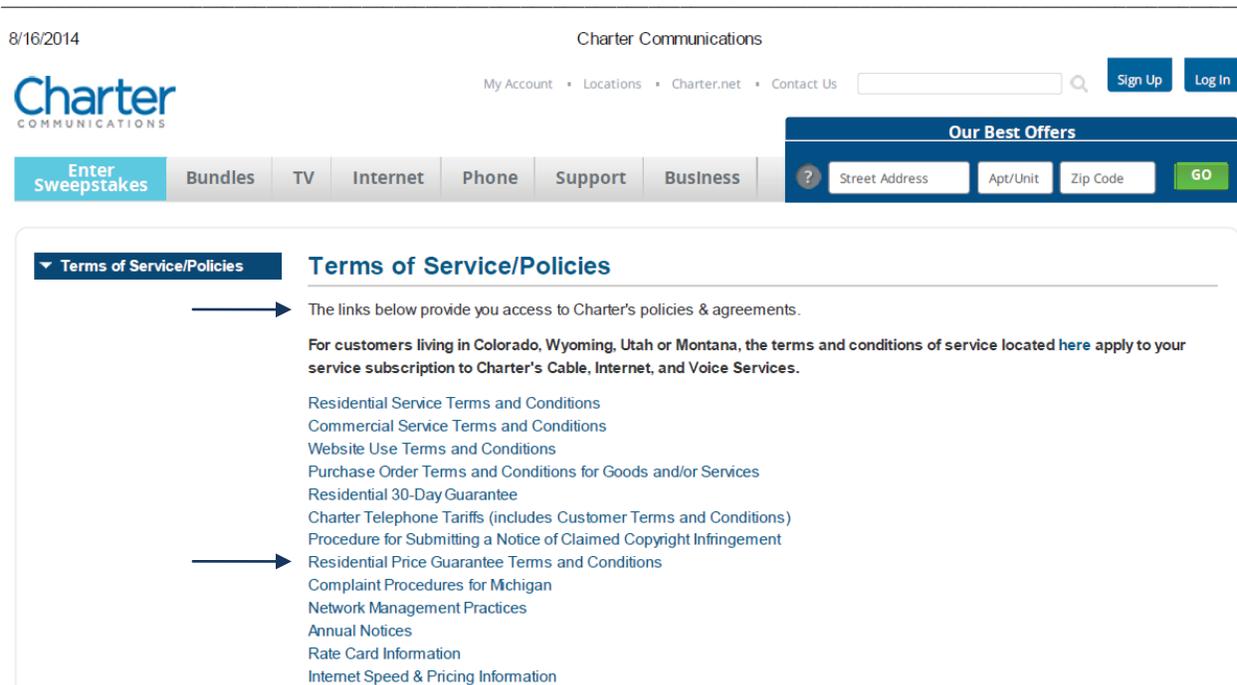
¹⁶ See <https://www.charter.com/browse/content/services>; see Figure 7 and 8 on the next page.

Figure 7. Terms of Service menu as of 11/7/2015



The seventh on the list, Residential Price Guarantee Terms and Conditions, is the link to the webpage presented. It was also included in Charter's menu prior to October 1, 2014:

Figure 8. Terms of Service menu as of 8/16/2014



Via opening each of 39 PDF links at Charter.com for Price Guarantee Packages, I present Charter’s publically available pricing information. Charter did not present this information to the Commission.¹⁷ Most PDF file names end with ...11.29.11.pdf, but some end with ...12.1.10.pdf. The file names for the \$189.97 and \$239.96 prices end with ...FINAL(Revised 9.2.11).pdf.

Figure 9. “The Charter Bundle[®] with 24-month Price Guarantee Package”

Table 1. 24 months at the guaranteed price for months 1-24

Price	Charter Internet [®]	Charter Phone [®]	Charter Wire Maintenance	Charter TV [®] or Charter Digital Cable [®] etc.	(Qty) Premium Movie Pkg	Code ¹⁸
\$29.99 ¹⁹	Express	n/a	n/a	n/a	n/a	3534
\$34.99 ¹⁹	Express	n/a	n/a	n/a	n/a	3534
\$39.99 ²⁰	n/a	n/a	n/a	choice of HD or Digital	1 ²¹	4705
\$59.98	Plus	n/a	n/a	choice of HD ²²	3	4705
\$64.98	Express	n/a	Included	choice of HD or Digital	1 ²¹	3534
\$79.98	n/a	Unlimited ²³	Included	Digital	n/a	4705
\$79.98	n/a	Unlimited ²³	Included	Digital with Digital View	n/a	3534
\$89.97	Plus ²⁴	n/a	Included	choice of HD or Digital	1	3534
\$89.98	Express	n/a	Included	Digital	n/a	3534
\$94.97	Express	Unlimited	Included	choice of HD or Digital	1	4705
\$109.97	Express	Unlimited	Included	HD	n/a	3534
\$114.97	Express	Unlimited	Included	choice of HD or Digital	n/a	4705
\$118.97	Express	Unlimited	Included	Digital	1	3534
\$119.97	High-Speed ²⁵	Unlimited ²⁶	Included	Digital ²⁷	n/a	2901
\$119.98	High-Speed	n/a	Included	Digital with Digital View Plus ²⁸	3	2901
\$124.97	Express	Unlimited	Included	Digital	1	4705
\$124.98	Express	n/a	Included	Digital with Digital View Plus	3	3534
\$133.97	Express	Unlimited	Included	Digital with Digital View	2	3534
\$139.97	Express	Unlimited	Included	Digital with Digital View Plus	2	4705
\$144.97	High-Speed	Unlimited ²⁶	Included	Digital ²⁹	3	2901
\$149.97	High-Speed	Unlimited ²⁶	Included	Digital ³⁰	3	2901
\$154.97	Express	Unlimited	Included	HD with DVR, Digital View Plus	3	4705

¹⁷ See note 190 at 231 of Charter’s October 13 Response and note 22 at 21 of November 3 Response.

¹⁸ Code contained on each downloaded PDF.

¹⁹ provided as “Charter Internet[™] Express with 24-month Price Guarantee Package”

²⁰ provided as “Charter TV[®] with a 24-month Price Guarantee Package”

²¹ “1 Premium Movie Package consisting of HBO[®]/Cinemax[®]”

²² “choice of Charter TV[®] in HD or Charter TV[®] in HD with DVR or Multi-Room DVR (standard rates apply for additional multi-room DVR receivers)...Digital View Plus, Sports View”

²³ “Charter Phone[®] Unlimited with Unlimited Local and Long Distance Calling”

²⁴ “Charter Internet[®] Plus with Home Networking”

²⁵ “Charter High-Speed[®] Internet”

²⁶ “Charter Telephone[®] with Unlimited Long Distance”

²⁷ “Charter Digital Cable[®]—Bigger Value Package”

²⁸ “Charter Digital Home, Digital View Plus”

²⁹ “Charter Digital Home...Total View Package, HD Service, DVR Service”

³⁰ “Charter Digital Home...Digital View Plus Package, HD Service, DVR Service”

Table 1. [continued] 24 months at the guaranteed price for months 1-24

<i>Price</i>	<i>Charter Internet[®]</i>	<i>Charter Phone[®]</i>	<i>Charter Wire Maintenance</i>	<i>Charter TV[®] or Charter Digital Cable[®] etc.</i>	<i>(Qty) Premium Movie Pkg</i>	<i>Code</i>
\$179.97	High-Speed ³¹	Unlimited ²⁶	Included	Digital ³²	3	2901
\$189.97	Max	Unlimited	Included	HD with DVR ³³	3	4705
\$224.97	Plus ³⁴	Unlimited ³⁵	Included	choice of HD ³⁶	3 ³⁷	4705
\$239.96	Max ³⁸	Unlimited	Included	choice of HD ³⁹	3 ³⁷	4705

Table 2. 24 months at the guaranteed prices for months 1-3 and months 4-24

<i>Price</i>	<i>Charter Internet[®]</i>	<i>Charter Phone[®]</i>	<i>Charter Wire Maintenance</i>	<i>Charter TV[®]</i>	<i>Premium Movie Pkg</i>	<i>Code</i>
\$19.99/ ⁴⁰						
\$34.99	Express	n/a	n/a	n/a	n/a	3534
\$104.97/ ⁴¹						
\$114.97	Express	Unlimited	Included	choice of HD or Digital	n/a	4705

Charter’s October 13, 2015 Response states:⁴² “In 2011, and through June 2012, Charter provided five tiers of Internet service (Lite, Base, Plus, Max, and Ultra) at different price points.” Of the 39 price guarantee packages maintained at Charter.com, only two packages—at \$224.97 and \$239.96—mention Ultra (i.e., Ultra60 and Ultra100) as alternatives “where available”. Three PDFs regard “Charter Internet[™] Express with 24-month Price Guarantee Package” but Charter’s Responses⁴³ did not include Express in the list of tiers, nor Charter High-Speed[®] Internet. None of the 39 PDFs downloaded at Charter.com mention Base as a tier.

³¹ “Charter High-Speed[®] Internet Max (20Mbps)”

³² “Charter Digital Home...Digital View Plus, Sports View Plus, HD Service, DVR Service”

³³ “Charter TV[™] in HD with DVR...Digital View Plus, Sports View”

³⁴ “Charter Internet[®] Plus or, where available, Charter Internet[®] Ultra100, WiFi (optional), Charter Cloud Drive[™]”

³⁵ “Charter Phone[®] Unlimited with Three Way Calling”

³⁶ “Charter TV[®] in HD service for up to 2 receivers including your choice of HD only, HD/DVR, Tivo[®], or Multi-room receivers (standard rates apply for any additional receivers). Offer also includes Digital View Plus, Sports View, HD Ultra View, [...Internet, phone, wire maintenance, premium movie packages, etc.]”

³⁷ with Epix[™]

³⁸ “Charter Internet[®] Max or, where available, Charter Internet[®] Ultra60, Wi Fi, Charter Cloud Drive[™]”

³⁹ “Charter TV[®] in HD service up to 3 receivers including your choice of HD only, HD/DVR, Tivo[®], or Multi-room receivers (standard rates apply for any additional receivers). Offer also includes Digital View Plus, Sports View, HD Ultra View, [...Internet, phone, wire maintenance, premium movie packages, etc.]”

⁴⁰ provided as “Charter Internet[™] Express with 24-month Price Guarantee Package”

⁴¹ provided as “The Charter Bundle[®] with 24-month Price Guarantee Package”

⁴² At 231.

⁴³ Charter’s November 3, 2015 Response at 21: “...five speed tiers (Lite, Base, Plus, Max, and Ultra)...”

Table 3. 24 months at the guaranteed prices for months 1-12 and months 13-24

<i>Price</i>	<i>Charter Internet[®]</i>	<i>Charter Phone[®]</i>	<i>Charter Wire Maintenance</i>	<i>Charter TV[®]</i>	<i>Premium Movie Pkg</i>	<i>Code</i>	⁴⁴ <i>Incr.</i>
\$29.98 / \$39.98	Lite	Local Plus	Included	n/a	n/a	4705	\$10
\$39.98 / \$49.98	Express	Unlimited	Included	n/a	n/a	4705	\$10
\$44.98 / \$54.98	Lite	Unlimited	Included	n/a	n/a	4705	\$10
\$59.98 / \$99.98	Plus ⁴⁵	n/a	Included	choice of HD or Digital	1	3534	\$40
\$64.97 / \$109.97	Express	Unlimited	Included	choice of HD or Digital	1	4705	\$45
\$69.98 / \$89.98	Plus	n/a	Included	choice of HD or Digital	1 ⁴⁶	3534	\$20
\$79.98 / \$89.98	Express	n/a	n/a	choice of HD ⁴⁷	n/a	4705	\$10
\$89.97 / \$109.97	Express	Unlimited	Included	HD	1 ⁴⁶	4705	\$20
\$89.97 / \$109.97	Express	Unlimited	Included	choice of HD or Digital	1 ⁴⁶	4705	\$20
\$99.97 / \$109.97	Express	Unlimited ⁴⁸	n/a	choice of HD ⁴⁷	n/a	4705	\$10
\$99.97 / \$119.97	Plus	Unlimited	Included	HD	1 ⁴⁶	4705	\$20

Charter’s October 13, 2015 Response states:⁴⁹ “From January 2011 until February 2012, tier pricing stayed constant, ranging from \$19.99 for Internet Lite to \$99.99 for Ultra Internet.” On that same page, Charter footnoted: “Prices discussed herein do not reflect promotional offerings.” Charter’s October 13, 2015 Response states at 157 that the cost of Charter Internet[®] Lite was \$19.99. However, none of the 39 PDFs at Charter.com support that price, as none of the packages relate to standalone Charter Internet[®] Lite service. As for WiFi, it is mentioned only for the \$224.97 and \$239.96 packages in Table 1 and the \$59.98/\$99.98 package in Table 3.

⁴⁴ Amount of increase from months 1-12 to months 13-24.

⁴⁵ “Charter Internet[®] Plus, Charter WiFi”

⁴⁶ “includes your choice of Showtime[®]/The Movie Channel[®] or Starz[®]/Encore[®]”

⁴⁷ “Charter TV[®] in HD or Charter TV[®] in HD with DVR or Multi-Room DVR (standard rates apply for additional multi-room DVR receivers)”

⁴⁸ “Charter Phone[®] Unlimited with Three Way Calling”

⁴⁹ At 231.

If the Commission asked Charter to state at what price I was provided standalone Internet service as a new customer in April 2013, what would be said? According to Charter's Response: "In February 2013, Charter increased the price for its standalone Internet service by \$5.00/month to \$54.99/month."⁵⁰

If you asked me, I would tell you what Charter's Director and Senior Counsel-Litigation wrote to me in a letter dated August 11, 2014:

"You were informed on April 15, 2013 that the then general rate for Internet service was \$49.99 which has since increased to the now general rate of \$54.99....You were offered and received Internet service at an agreed upon rate of \$29.99 per month for 24 months, ending in April 2015."⁵¹

According to Charter's Director and Senior Counsel-Litigation, Barry W. King, the rate of \$49.99 did not change in February 2013 as presented to the Commission. An alleged offer of "\$29.99 per month for 24 months" in April 2013 is also not in line with Charter's Responses. Of course, one reason is that Charter did not discuss promotions. Charter's October 13 Response:

"In 2012, Charter adopted NPP to provide consumers with high-quality service offerings, at competitive prices, without additional fess common in the industry. Under NPP, Charter offered simple, uniform pricing across its service area...."⁵⁰

If Charter offered uniform pricing beginning in 2012, then every new customer obtained standalone Internet service for "\$29.99 per month for 24 months". The compact disc I provided to the Commission presents a behind-the-scenes look at true corporate bullying. As an example for the Commission's review of the Transaction, Charter's initial billing statement to me in 2013 stated the following:

⁵⁰ At 231, Charter's October 13, 2015 Response.

⁵¹ This letter was included in my compact discs submitted to the Commission dated 10/4/2015. I have no recollection of receiving a 24-month offer. My memory is quite contrary, but Charter has refused to provide any transcript of when allegedly "...the rate and term was repeated to you on three separate occasions during the placement of the order..." Charter repeated this to the offices of the California and Missouri Attorney Generals.

Figure 10. Personal billing statement issued by Charter on April 16, 2013.

Page 1 of 2

Summary	
<i>Service from 04/16/13 through 05/15/13 details on following pages</i>	
Previous Balance	0.00
Payments Received	0.00
Remaining Balance	0.00
 Charter Internet®	29.99
One-Time Charges	29.99
Current Charges	59.98
Total Due by 05/07/13	\$59.98

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Charge Details	
Previous Balance	0.00
Remaining Balance	\$0.00
Payments received after 04/16/13 will appear on your next bill.	
Service from 04/16/13 through 05/15/13	
 Charter Internet®	
Internet Service	29.99
Internet Plus	0.00
Free Internet Modem	0.00
	\$29.99
Charter Internet Total	\$29.99
One-Time Charges	
Install Service	04/16 49.99
Install Promo	\$29.99 -20.00
One-Time Charges Total	\$29.99
Current Charges	\$59.98
Total Due by 05/07/13	\$59.98

Charter Internet® Plus at a rate of \$29.99 for 24 months can not be found in the 39 PDFs, but as collusion Charter could have provided a “free upgrade to Plus” just like I received a “free upgrade to Charter Spectrum” in October 2014. Also, in the Charge Details section, it was stated “Free Internet Modem \$0.00” which, according to the standalone Internet service Agreement at that time, afforded me the right to declare the modem no longer belonged to Charter.⁵²

⁵² See Appendix A at 25.

The October 13, 2015 Response: “[END HIGHLY CONFIDENTIAL INFORMATION]

These results confirm that both legacy and new Charter customers have recognized the benefits of NPP, including simplified billing practices and better services at discounted pricing.”⁵³ *Discounted pricing* is mentioned even though footnote 190 states: “Prices discussed herein do not reflect *promotional offerings*.” What is the difference?

I received a letter from a vice president of Charter, Ashok K. Kuthyar, dated July 2, 2015. He provided a carefully-written explanation about *promotional pricing* I allegedly received:

“As our new customer, one-year promotional pricing was extended to you for an additional year in response to your understanding that the pricing would remain in effect for two-years. At the conclusion of that second year (April 2015), your rates were adjusted to reflect second year promotional pricing. That promotional rate will expire in one year (April 2016). In total, you will have enjoyed three years of promotional pricing.”⁵⁴

Just three months later, Charter unilaterally terminated my account on October 28, 2015, after disconnecting the service on October 2, 2015. That letter from the vice president was the last I have heard from any Charter representative. I simply received a final statement in the mail.

There are secrets that certain people don’t want to be public. One of the secrets is that I presented to Charter the lack of legality in the way standalone Internet service accounts were structured. Prior to October 1, 2014, the standalone Internet service fee could not be defined as discounted or promotional. There was binding obligation to define the fee as “standard” only.

Evidence of collusion abounds with my personal dispute with Charter. In a letter dated April 24, 2014, Charter’s Senior Director, Outsourced Customer Care Centers, wrote:

“...we would also like to inform you that your account has been updated to reflect the \$29.99 internet rate for the next 12 months.”⁵⁴

⁵³ At 234.

⁵⁴ This letter was included in my compact discs submitted to the Commission dated 10/4/2015. Not at any time had I requested promotional pricing, discounted pricing, termed pricing, or any other type of price reduction.

The “promotional offerings” have been foundational to the business model for standalone Internet pricing. In 2013, new customers did not pay a rate of \$54.99 (or \$49.99) for Year 1 or Year 2 due to an ambiguous and arbitrary pricing scheme using the disguise of tiered discounted pricing for months 1-12 and 13-24 without a Term Contract.

Charter’s October 13, 2015 Response states: “As will be discussed at greater length in response to Request 73, bundles were and continue to be offered at a greater promotional value....” It should be known to the Commission that in April 2013, I was provided standalone Internet service for the exact same price as advertised nationwide for bundled services—\$29.99. In my letter to Charter dated May 25, 2015—copied to Gregory B. Maffei, President and CEO of Liberty Broadband—I stated:

“[California Civil Code, Title 1.5, Chapter 3] Section 1770 (a) (9): “Advertising goods or services with intent not to sell them as advertised.”

Alleged violation:

In April 2013, Charter advertised \$29.99 per month each for 12 months when bundling video, voice and/or Internet services via both digital and printed media when at the same time offered Internet-only non-Term Contract service at the same monthly rate. Charter represented an Internet service rate obtained only by securing a minimum subscription to services that could simultaneously be obtained without a minimum subscription.

The California Business and Professions Code Section 17200 et seq. may also apply. Customers like myself responded to Charter’s advertisements about low rates for bundled services and were then provided the same rate without bundling. My experience of that is detailed in my letter to Charter dated August 16, 2014.”⁵⁵

Charter’s Response alludes to pricing *strategy* versus pricing *practices*,⁵⁶ which could just as well have been stated as “we strategized to do the right thing, but what we actually did evolved from doing the wrong thing.” Charter’s current culture at various leadership levels is *not* ethically sound.

⁵⁵ These letters were included in my compact discs submitted to the Commission dated 10/4/2015.

⁵⁶ At 21, Charter’s November 3, 2015 Response.

Earlier this year my sister obtained new standalone service from Charter, which reveals how they defined the uniform starting-at-60Mbps service. Charter’s Response stated Base as a tier, but the initial billing statement my sister received displayed Base as a promotional offer.

Figure 11. Billing statement issued by Charter on May 3, 2015 for my sister’s new service.

Charge Details		
Previous Balance		0.00
Remaining Balance		\$0.00
Payments received after 05/03/15 will appear on your next bill.		
Service from 05/03/15 through 06/02/15		
Charter Spectrum Internet™		
Internet Service		59.99
Internet Base \$39.99 12m		-20.00
		\$39.99
Charter Spectrum Internet™ Total		\$39.99
One-Time Charges		
Install Service	05/03	29.99
One-Time Charges Total		\$29.99
Current Charges		\$69.98
Total Due by 05/23/15		\$69.98

Service provided month-by-month, without a Term Contract can not be subject to price periods increasing to an ambiguous, arbitrary price. While Charter expressed to the Commission that a “uniform” standalone Internet price is \$59.99, the fact is that my sister does not pay that price, and is not bound by any contract that stipulates the price of \$59.99. Two months before her “12 months” is over, she could be subject to a “standard” rate of \$64.99. While her “12 months” is guaranteed, the “standard” rate is not.

The Commission should understand the *entire* picture of Charter’s billing practices, the relationship between Charter’s pricing and charging, and review the legality of all methods.

B. The \$2 Billion Fee

In my September 27, 2015 Comment and October 4, 2015 Supplement, I referenced news articles⁵⁷ that reported the creation of a \$2 billion fee contingent upon close of the Transaction. I quoted Reuters: “It won such an insurance policy on Tuesday, when Charter included as part of its \$56 billion takeover agreement a pledge to pay Time Warner Cable a \$2 billion breakup fee if the deal goes south. Comcast, by contrast, had made no such pledge and was able to walk away scot-free when its bid collapsed.”

I quoted TheStreet: “The Charter deal has none of those complications. For that reason, Charter was willing to include a \$2 billion payment to Time Warner Cable in the event that this deal would be rejected by regulators.”

I quoted the Wall Street Journal: “If regulators block the deal, Charter could owe Time Warner Cable about \$2 billion, or Time Warner Cable could be responsible for the breakup fee if it accepts an offer from a rival suitor, people familiar with the matter said.”

Throughout corporate America, has there ever been an arrangement of a suitor providing a \$2 billion payment via governmental disapproval? Such an arrangement should be made public to identify who allegedly solidified the agreement, both persons who offered and accepted.

If I were an investor impacted by the Transaction, such as California Public Employees Retirement System, TIAA-CREF Investment Management LLC, Principal Financial Group, or United States Steel & Carnegie Pension Fund,⁵⁸ I would be concerned about such a ridiculously audacious breach of fiduciary duty meant directly or indirectly to pressure government officials. If true, the purpose(s) and arrangement(s) of such a fee would undoubtedly involve collusion.

⁵⁷ At 29, Appendix A; at 4 and 9, Appendix B.

⁵⁸ See Appendix C at 14.

C. Statement of Dr. Fiona Scott Morton re the Merger of Charter, TWC, and BHN, November 2, 2015

Charter's November 3, 2015 Response included Exhibit A, a statement of Dr. Fiona Scott Morton ("Dr. Scott Morton") dated November 2, 2015. As an interested person, who submitted a public comment involving collusion by Charter representatives, and having personal experiences with corporate collusion, Dr. Scott Morton's multi-page elaboration on recognizable collusion deserves a reply. I present three personal experiences as a preface.

1. Personal experience: Collusion by postponement

Many years ago I worked for a company in the oil and gas industry, and was handed a special project. The project was to locate thousands of owners⁵⁹ of ten million dollars worth of funds, held mostly by unknown address codes dating back as far as twenty-five (25) years. The company became aware of a multi-state escheat amnesty, where funds could be handed over to the appropriate states without penalty. The collusion against such accounts would be difficult to detect, because the tactic was to ignore, handle it later and utilize/draw interest from the funds.

I personally verified more than one thousand account holders, several of which were owed more than \$100,000. Many had a correct mailing address, but the funds were held by an improper or outdated code in the system. At least one owner was owed more than \$750,000.

At one point a vice president of the company was standing behind me speaking with someone for about 15 minutes. Coincidentally, during that time I made three easy phone calls, releasing more than \$600,000 to three owners. I whipped around and informed the vice president of what happened and how easy it was to locate these owners, and he entered my cubicle.

⁵⁹ Common term for those who receive revenue interest via an oil and gas mineral lease or similar agreement.

He said, “Really? You seem to be going too fast with this. We don’t need to be releasing that kind of money too quickly. You need to pace yourself. For the big dollars, space it out a bit.” Shortly after, I was called into the department director’s office and asked to bring the bulky list of accounts I was researching. She asked for the list, said a few words, opened the bottom drawer of her desk, placed it inside and calmly closed the drawer. The project was effectively postponed.

2. Personal experience: Collusion by dereliction

At another company in the oil and gas industry, I was assigned the task of “getting a handle” on understanding certain binding agreements that came through a company acquisition ten years prior. I was up for the task and slowly but surely began to understand that my employer had assumed I was inept, without formal education, young and easily controllable. At one point my supervisor informed me in a closed-door meeting: “I had no idea you were working on this (i.e., inter-department relations regarding the agreements) or that you would uncover all of this (i.e., the very broad-reaching implications of ignoring the agreements).”

Ten years prior, the company had acquired more than one thousand uniquely-written agreements involving landowners throughout half of a U.S. state—many or most of whom did not know the aged agreements existed. As the matter was coming to light and spreading among many managers due to my emails, conversations and reports, the director of the department held a nearby townhall meeting to inform landowners of the situation and that the company was going to “do the right thing.” I did not attend the townhall meeting. The director simply informed the department that that is what he conveyed to the attendees. What happened internally, however, was anything but the right thing. By that point, the legal department and vice presidents had become involved and I reminded my supervisor of what I stated in my interview: “If I am ever

asked to do something illegal, I will immediately say no. If I am personally asked to participate in anything that is wrong, I will not do it.”

Months later a department-wide “training” meeting was scheduled and I among all of my co-workers were directly and specifically instructed to collude against landowners related to the agreements. As detailed in the meeting, the collusion was “squeaky wheels get the grease; if they don’t squeak, we don’t grease.” We were instructed that if any owner called concerning one of the agreements that we were to make payments going forward for that landowner but not back-date or pay past monies that were owed. This issue was so great, so deep, and so broad, that it probably involved greater than fifty (50) million dollars.

One example was a company that owned animal farms (e.g., chickens or turkeys, etc.) at many locations in the northern part of the state that was owed almost \$50,000 a month, and had never been paid until my discovery. When they were paid, it was for the present and future only.

I was ousted from that company in a traumatic fashion that still leaves scars on me today. As mentioned in my introduction, after that meeting I witnessed many co-workers concede to the training; not due to oppressive management, but confidingly in the face of job-related benefits.

3. Personal experience: Multi-faceted, multi-state collusion

There was a corporation in which I was a customer. One day the corporation surprised me with a billing statement containing an unexpected increase in the price for the service I received. I notified the corporation’s CEO, which initiated multi-faceted, multi-state collusion to deceive, defraud and silence me. The name of that corporation is Charter Communications, Inc., and this collusion was partially detailed in my September 27, 2015 Comment.⁶⁰

⁶⁰ See Appendix A at pages 2 and 10.

4. Tacitly colluding with enforceable collusive agreements

My Webster's New Collegiate Dictionary defines collusion as "A secret agreement and co-operation for a fraudulent or a deceitful purpose"; collude as "To have secretly a joint part in an action"; tacit as "3. *Law*. Arising without express contract or agreement; arising by operation of law"; and enforce as "6. To put in force; to execute with vigor; as, to *enforce* the laws."

I present as follows regarding Charter's November 3, 2015 Exhibit A. Dr. Scott Morton's November 2, 2015 Statement is both nonsensical and highly diversionary regarding collusion:⁶¹

At page 53: "144. As I explain below, it is very unlikely that New Charter and Comcast will be able to tacitly collude to disadvantage OVDs. Firstly, because the two firms do not compete for customers, basic theories of collusion do not even apply."

Again at 56: "155. ...The traditional reason for collusion does not apply because New Charter and Comcast will not compete for customers."

The presentation narrowly addressed the issue of collusion by focusing on OVDs, but obviously collusion manifests in many ways, in many areas, for many reasons.

At 53: "144. ...Secondly, without evidence of a specific mechanism that would allow the two firms to reach a collusive agreement, monitor that agreement, and punish any deviations from that agreement, any conclusion that collusion is likely is mere speculation."

At 63: "181. ...This means that monitoring any collusive agreement based on these types of interactions would be very difficult. New Charter and Comcast would both have great difficulty verifying that the other took particular actions that resulted in the desired benefits. This means they would not be able to determine if the other deviated from the putative collusive agreement, and they would not know if they needed to punish or not. This would increase the benefit from deviation and make collusion very unlikely."

At 63: "183. When demand is growing, there is a greater future benefit to collusion. When demand is stagnant or declining, there is less to lose from future punishment due to a deviation from a collusive agreement...."

⁶¹ At 53, VIII. Analysis of Facilitating Factors for Coordinated Foreclosure of OVDs (Online Video Distributors).

The suggestion that collusion is speculation without evidence of a mechanism, agreement that can be monitored, and punishment to bestow is both false and diversionary. The writer used the phrase “tacitly collude” then stated the opposite. My Webster’s New Collegiate Dictionary defines tacit as “...arising without express contract or agreement; arising by operation of law.” Tacit collusion is an oxymoron. It is illusive to formalize collusion as the writer presented.

At 53: “144. ...Thirdly, New Charter and Comcast have different assets and strategies; this means they are very unlikely to share the same goals in the first place.”

The writer’s conclusion is not credible. New Charter and Comcast could offer similar services, providing to similar consumers. The same result can come from different strategies and assets. $C = X$, $C + E = X$, and $C + E + O = X$ can result the same depending on the variables.

At 53: “144. ...Lastly, a range of other characteristics of the market work against the ability to collude. Therefore, I conclude that such collusion is both speculative and very unlikely.”

At 59: “173. Considering the formidable obstacles to be overcome and the lack of evidence as to how it could be achieved, I believe that any concern that collusion between New Charter and Comcast is speculative at best. Without a specific mechanism to consider, I proceed in the traditional manner by considering the presence of different complicating facilitating factors. I turn now to the other factors required for collusion—and why a range of factors makes it unlikely the two parties would collude.”

Collusion was presented as if it either fits in a logical mold or it is speculation. Collusion is not always detectable, not always reasonable or logical, and can not be confined to a formula.

At 56: “154. These factors help us understand when collusion is more likely, provided one other condition holds: there must be a mechanism by which the tacitly colluding parties will be able to reach a collusive agreement, monitor that agreement, and punish deviations from that agreement.”

The scandal of the energy giant Enron disproves Dr. Scott Morton’s conclusion. Given certain leaders, personal ambitions, shrewdness, connections and business factors, collusion can

manifest externally, as well as internally. The multi-faceted, multi-state collusion originating at Enron involved many varied accomplices, assets, strategies and countless victims.⁶²

For the merger-specific transaction, New Charter and Comcast would definitely be placed in nearly equal bountiful positions, which could facilitate collusion in many ways: to accomplish something without government knowledge or oversight, to accomplish something excluding or to exclude another, or to do something unethical with horizontal and/or vertical consequences.

Collusion is conducted by flesh-and-blood. There is always probability employment will be terminated if a low-level employee of a major corporation acts unethically. If an executive or member of a board of directors initiates an unethical act, there is far less probability that that person will be “punished” in any way, if carried out with necessary consent.

At 65: “191. ...When a firm has a high level of debt, it needs immediate cash flow to make the payments on the debt. Such a firm is “impatient.” This means that the firm is very unwilling to invest in a long term risky project such as tacit collusion that is costly now but might have a payoff in a few years, compared to realizing revenue today. Charter is therefore not likely to value the future in the same way as Comcast—and, moreover, it wants a different future—and this will make it difficult for them to agree on any strategy to affect that future.”

At 66: “194. Recall that collusion requires firms to reach, monitor, and enforce a collusive agreement.”

At 66: “195. The traditional methods of enforcing a collusive agreement...”

The language used by Dr. Scott Morton here is unreal. Entities do not conduct collusion. A “firm” will never be impatient, but a Board of Directors can be both impatient and cunning.

A thorough presentation on the unlikelihood of collusion was given to the Commission, but it failed to elaborate on likelihood of collusion with associations, such as with John Malone influenced Liberty-related companies.

⁶² There is a documentary of the Enron scandal titled “The Smartest Guys In The Room”.

At 66: “193. These various asymmetries between New Charter and Comcast are fundamental and create enormous difficulties for New Charter and Comcast to reach any type of collusive agreement.”

At 67: “196. ...When punishments are expensive, any collusive agreement between New Charter and Comcast becomes harder to enforce and therefore less likely.”

These statements were written as though collusion is a business term. The writer used the phrase “enforce a collusive agreement” which is an unethical suggestion. Prompting to recall that collusion requires firms to enforce collusion and to suggest there are traditional methods to enforce collusion should be dismissed as originating from an unethical standpoint. Unlawful enforcement of an unlawful agreement as a requisite for the existence of collusion is perverse.

I suggest that Dr. Scott Morton’s presentation, no matter how elaborate, fundamentally suggests that an auditor should be able to walk in a door and ask: “Where is the file containing the company’s collusive agreements? Oh, it’s not here? How about in the other states where the company has offices? Any there? Oh, you don’t have any at any location? Okay, there must not be any collusion here!”

D. TruePosition and other Liberty-related companies

There can be a single thread to connect Charter and Liberty-related company operations: covert access to consumers and consumer data. And New Charter would become a treasure trove.

TruePosition, the wholly-owned subsidiary of Liberty Broadband Corporation, states at TruePosition.com:

“The accuracy of Wi-Fi solutions should only improve as more Wi-Fi access points are brought online, especially for providers with a large user base.”⁶³

“TruePosition’s TrueFix™ location platform offers a secure, private and robust source to locate wireless phones and devices using multiple location methods including our flagship Wi-Fi location solution that accurately locates phones and devices indoors.”

“In 2002, we acquired our first commercial customer in Cingular Wireless, and from 2003 through 2009 we deployed our U-TDOA system throughout the nationwide U.S. GSM networks of Cingular, AT&T and T-Mobile USA, as well as several smaller regional operators. In 2009, we acquired and deployed our first international customer. In 2014, TruePosition acquired Skyhook Wireless, a commercial Wi-Fi location provider to provide a low cost alternative to locating cell phones indoors.”

At a glance, that may seem harmless. As the FCC, that information may be well known, especially pertaining to U.S. E9-1-1 Mandate [(PS Docket No. 07-114, Fourth Report and Order, January 29, 2015)]. However, the website SkyhookWireless.com describes operations that may not be well realized:

“Skyhook’s massive global network powers billions of location requests in all of the places that they happen. Our customers include giants like Apple, Samsung, Sony and Mapquest. Our coverage is monumental and constantly growing.”

“Skyhook’s Personas unlock mobile consumer behavior – their demographics, interests, and intents – based on location history. Our out-of-the-box Personas are market-ready for you to customize content or pass anonymized user data to your advertisers or other 3rd party partners.”

⁶³ At 14, TruePosition’s downloadable Location Technology Guide.

“Geospatial Insights is a view into consumer foot traffic around the world based on hundreds of billions of location samples. Analyze quantifiable data from our 100-by-100-meter tiles that cover the globe, delivered in hourly buckets. Our customers monitor mobile activity levels in areas they select for financial intelligence, media planning, and retail strategy.”

Liberty Broadband owns a subsidiary that conducts global consumer-based operations. A March 2015 article reveals:⁶⁴

“Skyhook Wireless, a worldwide leader in mobile location, and beacon technology company Footmarks, announced today that they are partnering to provide the most complete solution to optimize the *customer journey* across the entire location spectrum.”

“The two companies recognize that app owners and device makers as well as their stakeholders like brands and marketers need more precise contextual insights about their customers fused with the ability to provide the most relevant experience at every possible interaction point whether they are inside a venue they control or somewhere else.”

The mention of “the entire location spectrum” in that article can take on a new meaning when linking it to the newly named Charter Spectrum, as though a broader agenda exists. It is not far-fetched to assume TruePosition has partners providing access to every major electronic access point to a person, let alone a consumer. TruePosition’s downloadable factsheet contains a timeline, which reveals:

2009—Acquired first International customer for national security U-TDOA deployment.

2010—Released Location Intelligence Management System (LIMS) platform to help intelligence and security agencies collect and analyze data for security applications.

⁶⁴ *Skyhook Wireless Partners With Footmarks To Provide Full Spectrum Location Context Solution* at <http://www.prnewswire.com/new-sreleases/skyhook-wireless-partners-with-footmarks-to-provide-full-spectrum-location-context-solution-300044497.html>

I am not daring to hinder the U.S. government regarding security. My reply relates to the merger-specific transaction that will indirectly connect to TruePosition with global capabilities, connections and offerings. This can not be denied, because TruePosition was shifted to become Liberty Broadband's wholly-owned subsidiary along with the entire ownership stake in Charter, when Liberty Media completed the spin-off last year. As mentioned in my October 9, 2015 Comment:⁶⁵

In my supplementary comment to the FCC of October 4, I provided an excerpt of a news article that stated: "Liberty Broadband is making another \$5 billion investment in Charter as part of the transaction. And another Malone entity, Liberty Interactive, is making a \$2.4 billion investment in Liberty Broadband "in support" of the Charter deal." John Malone's Liberty companies plan to inject billions "in support" of Charter's merger plans.

If consumer benefit is at the forefront, then why is 'New Charter' necessary with funds like that available for investment today? What's wrong with just investing billions in a broadband service provider that operates across 60% of the continental U.S. today?

Why does the "Liberty Broadband Corporation" contain the word "Broadband"?

Liberty Broadband Corporation owns 100% of TruePosition, which is not a broadband service provider. Therefore, the corporation consists of TruePosition and investments in providers. What could be the answer but that John Malone and Gregory Maffei have big plans for 'New Charter'?

There is a critical purpose as to why this was made part of my reply under the section regarding collusion. Unless the Commission is aware of a clandestine government agenda involving the Malone-backed TruePosition—even utilizing capabilities of SiriusXM vehicle data and satellite connections—it should be very alarming that New Charter would be directed by John Malone, Greg Maffei and Balan Nair. Liberty companies could have access to consumer data by vehicle, phone, television, tablet, laptop, desktop and other wi-fi, cellular and satellite devices so that no one could be absent surveillance or from being located for arbitrary reasons.

⁶⁵ At 10, Appendix C.

I have been under surveillance since at least October 9, 2015. For more than one month, morning, afternoon and evening, small and medium-sized planes have been flying directly over my residence, the nearby FedEx Office (with free AT&T wi-fi), the nearby McDonald's (with free AT&T wi-fi), and my sister's residence about a mile away.

Once, I deliberately connected to a neighbor's wi-fi (with permission) while one of the planes was directly above me. Immediately the plane began to circle around and around above me. A few minutes after I went to FedEx one night to access the Internet, my mother looked outside and a dark-colored helicopter showed up and hovered over the building and circled it for five minutes.

My mother and I both witnessed what looked to be a law enforcement helicopter in broad daylight fly directly over our residence to the FedEx Office location I had just returned from, circle around twice, then fly in a straight line only hundreds of feet above the ground all the way down the street and all the way back slowly, then go to my sister's house and circle several times there before departing.

With binoculars I have not been able to identify any tail numbers of the white planes, but a few days ago I got a good look at two of them that flew one behind the other. The first one had a black half-globe underneath that I could clearly see. The plane that came about a minute later had a larger black device attached to the bottom of one wing.

On the night of November 2, 2015 my mother and I witnessed that planes flew over our residence at a very low altitude throughout the night. I stopped watching them at 3:30 a.m.

At first I thought I could be smarter and "go dark" with my device settings, but that's not what happened. Something is on my laptop that when I turn it on or restart it, my file sharing setting changes to On. After I have saved the setting as Off, the next time I turn on the laptop or

restart it, the setting changes so that my files are shareable. Today, November 12, 2015, I started my laptop just before 8:30 a.m. and suddenly I could hear a plane coming. It flew very slow and very low. While it flew overhead my hard drive began to surge until I restarted the laptop.

There was nothing else I could do, because my WLAN (wi-fi) card was already disabled, my file sharing settings had already been saved as Off, and I was not in any way connected to the Internet. I had recently discovered that for the laptop microphone, Windows 7 has a checkbox setting that reads: “Allow applications to take exclusive control of this device.” With everything “Off” the plane was still able to connect to my laptop. That could only mean that Dell and/or Microsoft are silent partners with those who have that type of capability.

Once, before I really learned my iPad settings, I coincidentally was laying in bed with the light off looking in the direction of my iPad when it suddenly came on. More recently, I changed every setting I could find to stop location services, including “Find my iPad.” The next day, I checked my settings and “Find my iPad” had been turned back on, even though I had checked it several times the day before.

A few days ago, my mother was shaken by two incidents of her being following via satellite. Her car is equipped with Sirius XM. As she and I walked out of the apartment, a twin-engine white plane was flying directly overhead in the direction of the nearby post office to which we were about to go. When we arrived at the post office, immediately the same plane flew directly over us heading in the same direction as before. The next day, the same thing happened when my mother went to the library. She got out of her car and a plane flew low directly above. These events and others not mentioned are in addition to Appendix E.

My mother has been prompted many times both by mail and at the local 99¢ Store about obtaining a free mobile phone through Assurance Wireless in which she would have to forfeit the

California Lifeline credit for her landline phone. With most public payphones now gone across the U.S. and now low-income consumers being offered free mobile phones to get them away from having a landline phone, it could easily be assumed there exists an agenda to get everyone linked to wireless networks with anywhere-you-go trackable devices.

Behind-the-scenes associations such as with Apple, Samsung, Live Nation Entertainment, Sony, SiriusXM, TripAdvisor, Mapquest, and law enforcement and other governmental agencies would provide great avenues for Liberty-related companies to partner with New Charter, or vice versa, adverse to basic privacy. New Charter would become far more than a broadband provider.

There are conspicuous inserts in Dr. Scott Morton's November 2, 2015 Statement at 70:

“205. Some of the products and services that New Charter will invest in will create new or increased competition in adjacent markets. For example, the post-merger firm will have an increased incentive to invest in wi-fi technology and deployments that will allow it to compete on a facilities basis with current cellular providers. Wi-fi provides customers alternative access to data services for tablets and other devices from those offered by cellular providers.

206. Moreover, the effects of scale are amplified in this case by the synergies between the two firms. One potential technology called Home as a Hotspot makes home wireless routers act as wireless hotspots, enabling customers to easily get online from locations away from their own homes....With a large network of hotspots, New Charter would be in a position either to rent its network, or launch its own wireless service that requires less additional coverage from a wireless carrier partner.”

The premise that John C. Malone will lack incentive to restrict or not have ability to exert influence in business is a fallacy.⁶⁶ As detailed in my comment,⁶⁷ the fundamental catalyst to the Applications are the influences of John Malone and Gregory Maffei. The transaction increases shareholder value for Liberty Broadband and enriches Mr. Malone very significantly. It increases a broad array of both national and international corporate influence through many companies to which there are heavy ties by investment and board directions.

⁶⁶ At 4, Opposition to Petitions to Deny and Response to Comments, November 2, 2015.

⁶⁷ At 29, Appendix A; at 3, Appendix B.

II. INCENTIVES

Dr. Scott Morton's November 2, 2015 Statement expounds on 3-year commitments that the FCC will enforce. To commit to such short timeframes suggests New Charter's intentions to be free from those commitments in short timeframes. However, the conclusion extends beyond that: "These binding commitments provide further assurance beyond the economic reasoning I describe below—assurance that New Charter will not engage in these types of conduct...."⁶⁸

Dr. Scott Morton elaborated:

At 48: "131. New Charter is willing to make these binding commitments because New Charter does not have an incentive to engage in these actions, or any other actions meant to disadvantage OVDs, because doing so would reduce New Charter's profits.

132. The fact that these commitments have a finite life (3 years) should not be a cause for concern...."

At 57: "160. As I have stated elsewhere, I conclude that actions such as charging interconnection fees, imposing usage based billing or data caps, or degrading network performance are very unlikely, both because New Charter has no incentive to undertake them, and because the FCC will enforce New Charter's commitments."

Dr. Scott Morton's statement regarding broadband speed is misleading:

At 76: "219. Note that the value of increased broadband speed to subscribers is almost certainly enormous, and greatly exceeds any amount subscribers are currently willing to pay for increased speed."

Charter already allegedly offers a minimum broadband speed of 60 Mbps. If that speed were actually experienced by customers, there would be no need for higher speeds for common consumers.⁶⁹

⁶⁸ At 48, Item 129.

⁶⁹ At 7, Appendix A.

At 73: “212. The post-merger firm’s increase in geographic scope will make the per-subscriber advertising cost of mass market advertising fall. As such, the post-merger firm will have an increased incentive to advertise, which will intensify competition with rivals and benefit consumers.”

In the context of consumer benefit, that statement is misleading. Customers of Charter are neither enriched nor harmed by advertising costs. For example, Charter advertises throughout California. Advertising costs would still be costs even with increased customers in California.

Dr. Scott Morton concludes that significantly improved economies of scale would incentivize to invest in higher quality and more innovative technology and speed. With millions of customers, operations in 28 states, advertisements of broadband speeds of 60 Mbps across the U.S., the question remains: “Why is New Charter needed for Charter to become better?” Today Charter can improve, affecting millions of consumers. The notion that Charter needs economies of scale for consumer benefit is diversionary, while likely there are hidden agendas and personal ambitions.

In Dr. Scott Morton’s Statement, the word incentive can be found more than sixty times, but incentives can be postponed or never implemented. As my comment mentioned, there has been much ado about New Charter’s anticipated speed increases for consumers, while Charter’s current Terms of Service do not guarantee *any speed or any bandwidth* whatsoever.⁷⁰

Michael L. Latz’s November 2, 2015 analysis and declaration⁷¹ stated:

At 4: “9. ...The lower marginal costs resulting from the proposed transactions will benefit consumers by generating economic incentives for the combined firm to offer better and cheaper video services. Moreover, the lower prices and higher quality of the combined firm’s services can be expected to create competitive pressures for rival service providers to reduce prices and improve their services in response, further benefiting consumers.”

⁷⁰ At 8, Appendix A.

⁷¹ Charter’s Exhibit B: Charter-TWC-BHN: Efficiencies Analysis, Reply Declaration.

Incentives can be ignored or delayed, and rivals do not need to respond to incentives that never materialize. Mr. Latz stated: “...As the Commission has recognized, marginal cost savings create incentives for merging parties to lower the prices they charge to consumers....”⁷² The truth of the matter is that New Charter would simply be positioned to out-match rivals who became competitively-priced, but in no way would there be a *requirement* to lower prices. For example, Apple still sells iPhones and iPads at price points that bring great profit, though at any time those same offerings could be at a much lower price.

Mr. Latz stated: “When any rational firm concerned with profitability enjoys a reduction in its marginal costs of providing output, that firm has economic incentives to charge lower prices than it would have absent the cost reduction.”⁷³ That statement omits the ambition of mergers and acquisitions and the drive for consolidation. Mergers, acquisitions and expansions all require monetary resources that could be diverted from trimming costs to consumers.

At 9: “12. The proposed transactions will reduce the merging parties’ marginal costs by generating programming cost savings that could not be realized absent the proposed transactions. As the Commission has recognized—most recently in its AT&T-DIRECTV order—reductions in the marginal cost of programming will be substantially passed through to consumers in the form of lower service prices and are cognizable efficiencies.”

Mr. Katz changed from referencing lower cost *incentive* to “*will be substantially passed through to consumers*” without merger-specific evidence. Charter does not need the transaction to offer lower rates to consumers, but chooses not to benefit consumers when consistent lower prices are feasible today. Why does Charter need to charge \$59.99 for standalone broadband service when customer begin with a lower rate? Charter lures consumers with a competitive rate, then strips them of benefit by increasing it to a significantly higher rate.

⁷² At 5.

⁷³ At 7.

In the section “The Programming Cost Savings Can Be Expected To Be Substantially Passed Through To Consumers”⁷⁴ Mr. Latz emphasized expectations through textbook theory, then concluded by stating consumers will benefit as fact. Mr. Katz’s analysis does not point to evidence that the Transaction will benefit consumers with lower prices. The Transaction *may* benefit consumers with lower prices.

At 31: “41. To the extent that any profit-maximizing firm experiences a reduction (increase) in its marginal cost of production, the firm will re-optimize and reduce (increase) its price, which then induces other firms in the market to react by changing their prices.

That statement is not true for many instances. Starbucks is an example where cost savings do not translate to consumer savings, while McDonald’s offers similar McCafé drinks at half the price. Economic theory is not necessary to realize Sam Walton offered low prices at low profit margins and became very, very rich while others follow the path of higher prices at higher profit margins. Whole Foods Market is an example of charging customers much more than cost. Apple is an example, making exuberant profits. Conversely, the founders of Google and Facebook are now multi-billionaires even though their business model is based on supreme consumer benefit: core services offered free of charge.

Keeping costs low and maximizing prices is common practice. Keeping profits for a rainy day, or a sunny day to invest or acquire is also common practice. Mr. Katz’s statement simply speculates what New Charter *could* do with savings based on theory, but in no way should that evidence what course of action New Charter would actually take after the Transaction.

⁷⁴ At 31.

At 41: “55. ...Prices have been held down, in part, through a transition to a new pricing and packaging strategy. Economic principles indicate that, in the longer run, Charter may be commercially compelled to raise its prices to a greater degree to reflect future increases in programming costs.”

These statements contradict or oppose statements of providing consumers lower costs. Could it be that Charter has strategically planned to wait for New Charter before raising prices after the competitive landscape has changed?

At 43: “58. ...It is a well-established principle taught in freshman economics courses that even a monopolist—which the merged entity manifestly would not be—has incentives to pass through marginal cost savings to consumers in whole or in part.”

Again, as with Dr. Scott Morton, Mr. Katz refers to incentives, which can be ignored or postponed. Mr. Katz assumes New Charter would be headed by economists rather than persons with ambitions, corporate interests and influences that create factors not based on economics.

At 45: “62. ...A pro-consumer public policy properly favors innovation and seeks to protect competition.”

Mr. Katz concedes that pro-consumer public policy properly seeks to protect competition. That is a reason why the Applications should be denied, because the competition is protected by the Applicants remaining separate entities. In conclusion:

At 103: “131. Based on my analysis of the relevant facts and economic theories, and for the reasons described above, I find that consummation of the proposed transactions will generate substantial consumer benefits due to the pass through of programming cost savings.”

Mr. Katz relied on theory that New Charter’s leadership will make economically sound decisions that will benefit consumers based on programming cost savings, but failed to invoke real situations that offer other options of utilizing savings and maintaining or increasing profits. Theory is not evidence. Evidence would be a binding commitment that New Charter *will* lower

all consumer pricing due to consolidating benefits, and *will remain* lower in the long-term due to continued consolidating benefits.

Incentives are motivating ideas, nothing more.

III. LOW-INCOME HOUSEHOLDS

Surely Charter can commit to a minimum Internet speed for a low-income offering before receiving approval that would be implemented upon close of the Transaction. Charter has not provided any specific commitment—not even providing general details for public inspection, such as a range of broadband speed(s) and pricing. To say competition is a factor in keeping silent and non-committal is irrelevant, because Charter’s Response states: “Charter will...offer it across the New Charter footprint within three years of closing.”⁷⁵ The way Charter mentioned the “low-income program” is telling:

“Charter is still developing the details of the low-income program as it collects input from a diverse range of stakeholders in order to develop a strong, consumer-focused offering.”

Charter today is not willing to offer speed at 15 Mbps at a low price for the general public because too many consumers would likely choose that option, reducing profits. If now Charter revealed an offer of extremely less speed to low-income households, that would not be favorable in the eyes of the public, but very low speed would covertly be to make it undesirable.

Providing low-income consumers with crumbs from the table with significantly lower Internet speed would facilitate a class of consumers identified as less than equal to common consumers, entitled to less benefit simply because of income. Low household income should not be a factor to provide extremely less speed as though it were a hand-out. Charter advertises Internet speed starting at 60 Mbps. A low-income offering should not be less than 15 Mbps for any consumer—a fair 75% speed reduction. And with that, the offering could be commensurate so that the general public could choose that speed, benefiting from a lower price point.

⁷⁵ At 28, Charter’s November 2 Opposition to Petitions to Deny and Response to Comments

CONCLUSION

In Charter's November 2, 2015 Response, in the Table of Contents, one section is titled: "THE TRANSACTION SERVES THE PUBLIC INTEREST, AND CHALLENGES TO ITS BENEFITS ARE MERITLESS."⁷⁶ That reminded me of what I was told via an August 7, 2014 email from Charter's Director and Senior Counsel–Litigation, Barry W. King:

"I have also been provided copies of complaints from the South Carolina Department of Justice, the Missouri Attorney General, and presumably will see one from the California Agency you referenced in your complaint. They will be responded to with the evidence that your complaint is without merit, whether that is because you fail to recall ordering the services provided and agreed to when it was repeated to you three times and confirmed by you to Charter's agent, or for whatever reason you have."⁷⁷

That title also reminded me of the article mentioned where Alex Dudley, Charter's Senior Vice President of Communications, was quoted as saying, "In general we don't want to find that we're in a crucial part of the process and find that we don't have the resources to do what we need to do....We'll make our case, and we'll make it as loudly as we think we need to," he said, before noting in an email that "we don't want to be overbearing."⁷⁸

Charter's leaders will be in position to assimilate the merged entities. Therefore, it is Charter's culture and Terms of Service that will transfer into New Charter, and that is what is most concerning to me as a consumer who has experienced the face of Charter only seen when opposed. If a collusive culture exists, which it does, how much more with great enlargement? The public would benefit from smarter, ethical business and investment practices, which would afford tangible improvements at Charter.

⁷⁶ Table of Contents, I. A., Charter's November 2 Opposition to Petitions to Deny and Response to Comments

⁷⁷ This email is contained in the compact discs provided to the Commission dated October 4, 2015.

⁷⁸ See Appendix B at 11.

Appendix A

Comment by Shawn Sheridan

September 27, 2015

Shawn D. Sheridan
sheridan3398@yahoo.com

September 27, 2015

FILED ELECTRONICALLY AND VIA PRIORITY MAIL

Ms. Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *In the Matter of Applications of Charter Communications, Inc. (“Charter”), Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to Transfer Control of Licenses and Authorizations*, MB Docket No. 15-149

Dear Ms. Dortch,

I respectfully comment to the Commission for the denial of the Applications referenced above. The primary basis for my comment is that Directors of Charter Communications, Inc.—including the Chief Executive Officer—have not provided vital knowledge concerning the probable impact of resolving my comprehensive billing dispute that has been knowingly and willingly held in an open, unresolved status for more than 520 days. All, most or some of Charter’s Directors and executive leadership are untrustworthy in expressing Charter’s past, present and future intentions regarding consumer benefit.

A secondary basis for this comment to support denial of the joint Applications is that from 2013 to June 2015—at least 1-1/2 years—Charter was knowingly non-compliant with a policy of the American Arbitration Association (“AAA”), so all consumer claims presented were declined by the AAA, including my demand for arbitration dated October 31, 2014. After multiple contacts, Charter representatives have repeatedly and entirely refused to acknowledge my filing.

A third basis for this comment is that Charter did not present to customers the true implications of the new residential terms of service that became effective October 1, 2014. While my dispute with Charter had been open for four months, Charter significantly re-structured and re-wrote terms for customers like myself who received solely Internet service, adversely impacting and limiting more than one million customers—more than 20% of Charter’s customer base.

A fourth basis for this comment is that Charter knowingly presented a caliber of Internet speed available for consumers to “surf the Internet” that was and is not true in practical instances.

A fifth basis for this comment is that Charter has continued to maintain terms of service that contains an unconscionable provision pertaining to billing disputes. Charter uses termination of service as an exclusive remedy, when termination is neither redress nor corrective.

A sixth basis for this comment is that Charter has continued to grossly mishandle resolving or denying my personal billing dispute for a period of more than 520 days, revealing a fact-based, deeply unscrupulous culture at key leadership levels as it pertains to customer dispute resolution. Due to the fact that my individual dispute involves at least one business model and established Charter had not legally prohibited class action or mandated arbitration for certain customers prior to October 1, 2014, and more, I present to the FCC evidence of long-term coordinated bullying.

A seventh basis for this comment to support the denial of the Applications is that I presented a legally-based dispute to Charter that there was no legal basis prior to October 1, 2014 to impose pricing terms and conditions on non-Term Contract, month-to-month accounts related solely to Internet service. Resolved, this may very significantly impact Charter's accounts for customers who began Internet service without bundling video and/or voice services prior to October 1.

An eighth basis for this comment is that Liberty Broadband Corporation owns more than 25% of Charter's shares, directed by very wealthy members of Charter's Board of Directors, having the most to gain financially and influentially, that are conflicted regarding consumer benefit.

A ninth basis for this comment is that it is likely Charter influenced at least one public official to submit a comment in favor of the Applications. From my city mayor, I received a handwritten note that evidences Charter's involvement with his official comment submitted.

► *Lack of providing vital knowledge to the FCC related to my comprehensive billing dispute.*

It is improbable Charter's Board of Directors can prove ignorance of my business-critical dispute that remains entirely unresolved. I have contacted Charter's Board by the following methods:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>Delivered</i>
04/08/2014	Tom Rutledge	Priority Mail	940550369930027...0768	04/10/2014
04/29/2014	Tom Rutledge	Certified Mail	7013263000011...7079	05/02/2014
07/19/2014	Tom Rutledge	First Class	n/a	n/a
08/11/2014	John Malone	Fax	(720) 875-5. .2	08/11/2014
		Priority Mail	940590369930023...4181	08/13/2014
09/23/2014	John Malone	Priority Mail	940590369930025...6211	09/25/2014
	Tom Rutledge	Priority Mail	940590369930025...6242	09/25/2014
	Michael Huseby	Priority Mail	940590369930025...6266	09/25/2014
	Eric Zinterhofer	Priority Mail	940590369930025...6273	09/25/2014
01/09/2015	Gregory Maffei	Priority Mail	940590369930033...4560	01/12/2015
03/09/2015	Gregory Maffei	Priority Mail	940780369930001...2654 *	03/11/2015
05/25/2015	Gregory Maffei	Priority Mail	940780369930001...1516 *	05/28/2015
06/22/2015	Michael Huseby	Priority Mail	940780369930001...6037 *	06/24/2015
08/14/2015	Jay Markley	Priority Mail	940780369930001...0867 *	08/17/2015
08/14/2015	Balan Nair	Priority Mail	940780369930001...0874 *	08/17/2015

* Signature Confirmation delivery

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Email</i>	<i>Delivered</i>
08/17/2015	Balan Nair	Email	b...@libertyglobal.com	08/17/2015
09/03/2015	Balan Nair	Email	b...@libertyglobal.com	09/03/2015
09/10/2015	Craig Jacobson	Priority Mail	940780369930001...6149 *†	09/23/2015
		Email	c...@hjth.com	09/15/2015
09/14/2015	Gregory Maffei	Email	g...@libertymedia.com	09/14/2015
09/18/2015	Craig Jacobson	Email	c...@hjth.com	09/18/2015
	Gregory Maffei	Email	g...@libertymedia.com	09/18/2015
	Balan Nair	Email	b...@libertyglobal.com	09/18/2015
09/20/2015	Jay Markley	Email	j...@nagrowth.com	09/20/2015
	Tom Rutledge	Email	t...@charter.com	09/20/2015
	Eric Zinterhofer	Email	e...@searchlightcap.com	09/20/2015

* Signature Confirmation delivery † USPS delivered almost two weeks after shipping date

My letter dated September 23, 2014 was addressed to John Malone. That letter was sent to Board members in Colorado, Connecticut and New York with an explicit confidentiality notice on each of the three pages. Charter replied to that letter via the Director and Senior Counsel–Litigation in Missouri, by stating: “I am in receipt of a copy of your correspondence to Mr. John Malone dated September 23, 2014 and am responding to that letter.” Technically, only a Board member could have directed a copy to be forwarded to a representative in Missouri. So, I comment to the FCC that the Board is knowledgeable of a potentially business-crippling matter due to that reply and other traceable correspondence containing confidentiality notices to the Board’s individual mailing and email addresses. No email mentioned in this comment was returned undeliverable.

On September 23, 2014 I had already received correspondence from Charter’s Senior Director of Outsourced Customer Care Centers, the Corporate Customer Escalation Department and Director and Senior Counsel–Litigation. For emphasis, I have also received a letter via FedEx overnight from a Charter vice president, who wrote as though totally unaware of the details of my dispute.

I have contacted Charter’s executive leadership:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Email Address</i>	<i>Delivered</i>
04/08/2014	Tom Rutledge	Priority Mail	940550369930027...0768	04/10/2014
04/29/2014	Tom Rutledge	Certified Mail	7013263000011...7079	05/02/2014
07/19/2014	Tom Rutledge	First Class	n/a	n/a
08/08/2014	Rick Dykhouse	Priority Mail	940780369930001...2523 *	08/11/2014
08/16/2014	Rick Dykhouse	Priority Mail	940590369930023...2203	08/18/2014
	Kathleen Mayo	Priority Mail	940590369930023...2197	08/18/2014
08/18/2014	Kathleen Mayo	First Class	n/a	n/a
08/27/2014	Rick Dykhouse	Priority Mail	940590369930024...6690	08/29/2014
09/09/2014	Kathleen Mayo	Certified Mail	7013302000018...8724	09/12/2014
09/23/2014	Tom Rutledge	Priority Mail	940590369930025...6242	09/25/2014
09/24/2014	Rick Dykhouse	Priority Mail	940590369930025...2830	09/29/2014
01/17/2015	Rick Dykhouse	Priority Mail	940590369930034...1480	01/20/2015
	Kathleen Mayo	Priority Mail	940780369930001...5439 *	01/20/2015
07/22/2015	Kathleen Mayo	Email	k...@charter.com	07/22/2015
08/08/2015	Rick Dykhouse	Priority Mail	940780369930001...2303 *	08/10/2015

* Signature Confirmation delivery

<i>Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Email Address</i>	<i>Delivered</i>
09/18/2015	Kathleen Mayo	Email	k...@charter.com	09/18/2015
	Rick Dykhouse	Email	r...@charter.com	09/18/2015
09/20/2015	Tom Rutledge	Email	t...@charter.com	09/20/2015

I note that on August 7, 2015 Charter’s executive vice president Jonathan Hargis disposed of almost three million dollars worth of Charter shares. The transaction occurred after my complaint to the FCC (Ticket No. 367139) was received by Charter on July 7, 2015. It is noteworthy that two weeks after the delivery of my letter of August 8 to Richard R. Dykhouse, Mr. Dykhouse disposed of more than one million dollars worth of Charter shares. It is also noteworthy that Director John (Jay) D. Markley, Jr., disposed of almost five million dollars worth of Charter shares four days after my letter of August 14 was delivered to his office. [Sources: SEC Form 4 dated August 7, 21 and 27, 2015.] The leaders of Charter have withheld damaging information.

► *Known non-compliance to policy/protocol inhibiting consumer claims for at least 1-1/2 years.*

On October 31, 2014 I submitted an arbitration demand to the American Arbitration Association and Charter, which was declined by the AAA and has not been acknowledged by Charter. Upon inquiry last week I received several email responses from the AAA as to the reason why my case was declined, which revealed the following:

“Between 2013 and June 2015, the AAA declined to administer all Charter Communication’s consumer arbitrations, including the one you filed in November 2014.”

“They [Charter] were notified in November of 2013 [of non-compliance].”

“The requirement to register was imposed in September 2014. While the business technically hadn’t complied with the registry requirement at that time, it was not the reason for the AAA’s refusal to administer their consumer arbitration cases.”

“The business had failed to pay fees on a prior case and that is the only reason the case was declined.”

I note the date Charter’s consumer arbitration clause became registered at the AAA’s Consumer Clause Registry: June 5, 2015; even though the AAA required registration effective September 1, 2014. At www.adr.org, there is provided a Microsoft Word document containing the text of the registered clause. I downloaded the document to know the creation date in the file properties. The document was created on May 14, 2015.

I addressed a letter to Charter’s Customer Care Center (Attn: Customer Complaint) dated May 8, which was delivered with signature confirmation on May 11, 2015. In the Priority Mail envelope I provided a compact disc which also included PDFs of my email exchanges with the AAA.

Via email on May 7, 2015 I asked Tara Parvey, director at the AAA: “At the very least, did your office receive any response from any Charter representative to AAA’s letter mailed to them in November 2014 regarding my case number?” She replied with one word: “No.” Three days after Charter representatives received my compact disc, the Microsoft Word document was created.

The non-compliance time period existed when Charter significantly re-wrote and re-structured residential terms of service that became effective October 1, 2014. Importantly, my demand for arbitration (AAA case no. 01-14-0001-8. .4) directly pertained to whether or not an arbitration clause was linked to my account prior to October 1, 2014 and if an arbitration clause was linked to my open dispute when the new terms of service became effective. Charter has not responded.

► *Charter did not exhibit interest in customer benefit when imposing new residential terms of service effective October 1, 2014.*

This comment to the FCC should not be considered a complaint, but rather providing substantive information that reveals pertinent behind-the-scenes details relating to one of the Applicants.

It is probable that Charter's new terms of service, effective in October 2014, was a result of my dispute which began in April 2014, with my first letter addressed to Tom Rutledge, CEO.

According to an online report by Business Insider in November 2013[†], Charter had 1.3 million customers that received solely Internet service. My dispute, which began in April 2014, claimed that Charter misinterpreted and/or misused the Terms of Service for customers that receive solely Internet service (i.e., not "bundled" with video and/or voice services). I presented to Charter that the Service Agreement posted online for Internet-only service was different and not linkable to the Service Agreement relating to customers that receive two or more services. Importantly, the Agreement for Internet-only customers contained no reference to arbitration or class action, and contained strict language regarding the monthly service fee.

[†] <http://www.businessinsider.com/charter-cable-ceo-surprised-that-customers-want-internet-not-tv-2013-11>

The reason Charter did not exhibit interest in customer benefit is that upon imposing a previously non-imposed arbitration clause and prohibition of class action, it was done while knowing they were at risk of a business-critical class action lawsuit pertaining to pricing of Internet service. In part, the following is a brief summary:

Including myself, common damage to residential customers has been that Charter acted without legal basis in applying pricing terms and conditions to month-to-month, Internet-only accounts whereby Charter masked the scheme of individual-based rate increases by defining termed discount periods against an arbitrary and ambiguous "standard" pricing. Prior to October 2014, Charter's Terms of Service provided strict legal obligation for the month-to-month, Internet-only rate charged to be defined as "standard monthly fee for the Service". Instead, after termed periods of time non-Term Contract customers like myself unduly received a rate increase using the disguise of a baseless "promoted" fee.

Charter knowingly and deliberately limited more than one million customers, including myself, from causing corporate harm in the face of a valid, on-going dispute regarding customer harm. In my letter to Charter's legal department dated October 21, 2014 I stated:

Charter did not simply modify the Terms of Service for all residential customers, but very significantly altered the agreement between Charter and Internet-only customers by shifting the "Entire Agreement" clause away from the *Charter Internet Residential*

Customer Agreement and creating a wholly new agreement, with an “Entire Agreement” clause, *General Terms And Conditions For Charter Residential Services*. This was not the agreement I agreed to when I obtained service in April 2013 nor during my billing dispute in April 2014.

The “Charter Internet Residential Customer Agreement” was posted at www.charter.com with a specific identifier: “Customer Agreement, Effective April 2008, Version 8.2.” After October 1, it no longer existed. More than one million customers were impaired by this maneuver.

On August 6, 2014 my billing statement contained the following in the ‘Charter News’ section:

Residential Terms and Conditions of Service – Charter’s Residential Terms and Conditions of Service have changed. The modifications shall be effective October 1, 2014. The restructured Residential Terms and Conditions of Service may be viewed at charter.com/termservice.

\$29.99 Triple Play – Enjoy all the great services Charter has to offer. Upgrade to the Charter Triple Play and watch over 125 channels including tons of FREE HD, surf with super-fast Internet speeds at up to 30 Mbps and call your family and friends with unlimited calling from \$29.99 per month each for 12 months when bundled (excludes equipment). To upgrade call 1-844-849-5029.

Tip of the Month: Understanding your Bill – Need help understanding your statement? We’ve got the answers. You can view the “Charter Statement” video at charter.com/statementinfo, press the On Demand button on your remote or go to channel 1 and click “Self-Help” or visit charter.net/tips to learn more.

On September 6, 2014 my statement contained only the following in the Charter News section:

\$39 TV – Experience the best in TV entertainment with Charter TV®. Enjoy crystal clear HD that won’t go out in bad weather like satellite. With Charter TV, you’ll get over 100 FREE HD channels available, instant access to thousands of movies and shows On Demand and advanced sound and picture that’s up to 6x sharper resolution than standard TV. Call 1-844-207-9423 to add Charter TV for \$39.99 per month for 12 months (excludes equipment).

More than one million customers were about to be prohibited from class action, an arbitration clause was about to be imposed, an “Entire Agreement” clause was about to be shifted to a new Agreement, and Charter chose to publish news about enjoying the experience of Charter TV®. After the new terms became effective, my billing statement of October 6, 2014 read as follows:

Welcome to a bigger, faster, more powerful world! – We’ve transformed your Internet into a high-powered information cannon and doubled your Internet speeds to 60 Mbps, 20x faster than DSL. There is no action required by you to enjoy these new speeds. Just sit back, surf and blast your way through the Web. Plus, add Charter Spectrum TV to your existing service and watch over 200 HD channels, the most HD you can get. Upgrade to Charter Spectrum TV at charterspectrum.com. Welcome to Charter Spectrum.™

\$39.99 Spectrum TV – Experience the best in TV entertainment with Charter Spectrum TV™. Enjoy crystal clear HD that won’t go out in bad weather like satellite. With Charter TV, you’ll get over 200 FREE HD channels available, instant access to thousands of movies and shows On

Demand and advanced sound and picture that's up to 6x sharper resolution than standard TV. Call 1-866-517-6136 to add Charter Spectrum TV for \$39.99 per month for 12 months (excludes equipment).

On October 12, TurlockCityNews.com (my city) reported online: "It's not too often something for nothing comes along, but by the end of this year all Charter Communications customers in Turlock will get a free speed upgrade to their internet service from 30 Mbps to 60 Mbps."

[Source: <https://www.turlockcitynews.com/life-social/item/3679-charter-to-double-internet-speeds-for-free>]

Eleven months later, on September 12, I wrote to Charter's VP and Associate General Counsel, Litigation: "This is a follow-up to my letter to you dated December 26, 2014. Today I noticed for the first time that the service details information for my account online has consistently stated "Internet Plus 30/4" through to this month. That is either an error or contradictory to what was published on my billing statement dated October 6, 2014." I had saved PDF screenshots of my account information every month and hadn't noticed that detail. But, as before, no response.

► *Charter has knowingly presented a caliber of Internet speed available for consumers to "surf the Internet" that is not true in practical instances.*

From June 2014 to September 2015 Charter advertised in the Charter News section of my billing statements speeds at which to I could surf the Internet:

06/2014: ...surf with super-fast Internet speeds at up to 30 Mbps...[†]
07/2014: ...surf with super-fast Internet speeds at up to 30 Mbps...[†]
08/2014: ...surf with super-fast Internet speeds at up to 30 Mbps...
12/2014: ...surf the Internet with speeds starting at 60 Mbps...
02/2015: ...surf with super-fast Internet speeds at up to 60 Mbps...
03/2015: ...surf the web with Internet speeds starting at 60 Mbps...
04/2015: ...surf the web with Internet speeds starting at 60 Mbps...[†]
05/2015: ...surf the web with Internet speeds starting at 60 Mbps...
06/2015: ...surf the web with Internet speeds starting at 60 Mbps...
08/2015: ...surf the web with Internet speeds starting at 60 Mbps...
09/2015: ...surf the web with Internet speeds starting at 60 Mbps...

[†] Disclaimer: "Available Internet speeds may vary by address."

A disclaimer was found in three statements. In my letter to Charter dated May 25, 2015, I stated:

Charter Communications advertised that Charter Spectrum Internet™ provides speeds starting at 60 Mbps, which is false in practical instances. The advertisements contained no reference to common factors that affect surf speed, such as use of a wireless router, the quality of technology of the router, the use of various computing devices, and quality of technology of those devices. So, customers like myself were persuaded to expect speeds starting at 60 Mbps that would not occur with commonly used technologies.

Even though I have a newer model router and both it and the modem have been reset, the highest speed obtained by my third-generation iPad was 47 Mbps on January 6, 2015. Recently my iPad tested at 13 Mbps. My Dell laptop obtained a speed of 38 Mbps at <http://speedtest.charter.com>

on April 24, 2015. On March 8, only 31 Mbps. On January 3, only 26 Mbps. In my letter dated December 26, 2014, I provided Charter a copy of a recent speed test, which was only 18 Mbps.

California Civil Code, Title 1.5, Chapter 3, Section 1770 (a) (7): “Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another” and Section 1770 (a) (5): “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have....”

Alleged violation:

An iPad and similar mobile devices are not designed to connect via ethernet. Therefore, a wireless router is required when using Charter Internet service with those type of devices. Charter represented a specific standard of Internet starting speed without a disclaimer of any kind, when wireless routers (of varying qualities) are commonly required and devices used can substantially depreciate the caliber of speed experienced by common customers.

The grandiose plans presented via the Applications have the backdrop of Charter providing zero guarantee to consumers regarding Internet speed today. The current terms of service are explicit:

Charter’s Residential Internet Service Agreement:

10. Disclaimer of Warranties and Limitation of Liability.

e. Bandwidth.

i. Subscriber understands and agrees that Charter does not guarantee that any particular amount of bandwidth on the Charter network or that any speed or throughput of Subscriber’s connection to the Charter network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber’s site will vary depending upon a number of factors, including Subscriber’s computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Charter’s control, and system failures, modifications, upgrades and repairs.

Do I need to know all of the ins and outs of New Charter’s offerings when Charter today gives customers a legally-binding guarantee that there is absolutely no guarantee “that any particular amount of bandwidth...any speed or throughput...will be available to Subscriber”? Charter has promoted consumer benefit to the Commission while the fine print is contradictory and does not guarantee any type of “promise” of Internet speed mentioned by the Applicants whatsoever.

► *Charter continues to impose an unconscionable provision pertaining to valid billing disputes, accompanied by malicious-type language on monthly billing statements.*

Effective prior to October 1, 2014, Section 6.1 of the Charter Internet Residential Customer Agreement stated: “Customer’s sole and exclusive remedies under this Agreement are as set forth in this Agreement.” 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." Charter's new Terms of Service incorporated new terminology, naming consumers subscribers rather than customers, but the language of the new Residential Internet Service Agreement remained nearly identical regarding exclusive remedy:

Residential Internet Service Agreement: [current]

10. Disclaimer of Warranties and Limitation of Liability.

e. Bandwidth.

iv. Subscriber's sole and exclusive remedies under this Agreement are as set forth in this Agreement.

11. Limitation of Liability/Exclusive Remedy: Charter's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Charter of any obligation Charter may have under this Agreement, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Charter to Subscriber.

Termination is neither redress nor corrective, but "Exclusive Remedy" and "Subscriber's ability to terminate the Internet Service" are conjoined. Charter implies and imposes what can not be academically defined as remedy, creating an unconscionable provision which allows evasion of any and all customer billing disputes by limiting responsibility to processing closed accounts or replacement/repair of defective software/equipment. This remedy is provided while accompanied by malicious-type language contained in monthly billing statements:

Complaint Procedures – If you disagree with your charges, you have 30 days from the billing date to register a complaint. During the dispute period, we will not terminate service provided you pay the undisputed portion of your bill.

Charter mentions a "dispute period" in billing statements, and promises not to terminate service while a subscriber contemplates terminating service due to no other remedy for billing disputes. Prior to October 1, 2014 the notice was different:

Complaint Procedures – If you disagree with your charges, you have 30 days from the billing date to register a complaint. Charter will provide an initial response within 3 days and a written response, if necessary, within 15 days. You will have 10 days to respond to our written response. During the entire period, we will not terminate service provided you pay the undisputed portion of your bill.

The language was changed from "During the entire period" to "During the dispute period" and customers are still instructed to "register a complaint" all while maintaining exclusive remedies that have nothing to do with ethical billing dispute resolution.

► *Charter has a fact-based, deeply unscrupulous culture at key leadership levels as it pertains to customer dispute resolution.*

Representatives of Charter Communications have grossly mishandled resolving my on-going comprehensive billing dispute, which remains open after more than 520 days. I comment so the Commission is aware of Charter's true culture as it pertains to customer dispute resolution. Thus far, I have communicated to non-executive Charter representatives via the following methods:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
04/08/2014	Customer Service	Phone	888-438-2427	SC
04/08/2014	Customer Service	First Class Mail	n/a (copy of letter to CEO)	SC
– 04/08/2014	Customer Service	First Class Mail	n/a (copy of letter to CEO)	WI
– 04/29/2014	Cust. Care Center	First Class Mail	n/a	SC
– 05/21/2014	General Counsel	Certified Mail	7013263000011...8078	MO
– 07/05/2014	General Counsel	Certified Mail	7014015000012...3940	MO
07/19/2014	General Counsel	Fax	314-909-0. .9	MO
		Certified Mail	7014015000012...4801	MO
07/22/2014	General Counsel	Fax	314-909-0. .9	MO
– 07/29/2014	Barry King ¹	Certified Mail	7013302000018...5227	MO
–		Fax (x2)	314-909-0. .9	MO
– 08/01/2014	Barry King	Fax	314-909-0. .9	MO
08/05/2014	Barry King	Email	b...@charter.com	MO
		Fax	314-909-0. .9	MO
08/06/2014	Barry King	Email	b...@charter.com	MO
		Fax	314-909-0. .9	MO
– 08/06/2014	Jamall Wright ²	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	SC
–	Barry King	First Class Mail	n/a (copy of ltr to Wright)	MO
08/08/2014	Barry King	Fax	314-909-0. .9	MO
– 08/16/2014	Barry King	First Class Mail	n/a	MO
– 08/18/2014	Barry King	Fax (x2)	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 08/27/2014	Barry King	Fax	314-909-0. .9	MO
– 08/29/2014	Barry King	Fax	314-909-0. .9	MO
– 09/09/2014	Barry King	Fax	314-909-0. .9	MO
–	Larry Christopher ³	Certified Mail	7013302000018...8779	MO
– 09/24/2014	Barry King	Priority Mail	940590369930025...2823	MO
– 09/26/2014	Barry King	Fax	314-909-0. .9	MO
– 10/08/2014	General Counsel	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 10/21/2014	VP and Assoc GC ⁴	Fax	314-909-0. .9	MO
–		Certified Mail	7014182000017...4029	MO
– 10/31/2014	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	VP and Assoc GC	Fax	314-909-0. .9	MO
– 01/20/2015	Travis Rygg ⁵	Priority Mail	940780369930001...5556 *	SC

* Signature Confirmation delivery

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
– 01/26/2015	Hunt Brown ⁶	Fax	314-909-0. .9	MO
– 01/26/2015	Larry Christopher	Fax	314-909-0. .9	MO
– 02/04/2015	Larry Christopher	Priority Mail	940780369930001...8713 *	MO
– 03/08/2015	VP and Assoc GC-L ⁷	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 04/08/2015	Cust. Care Center	Priority Mail	940780369930001...3549 *	SC
– 05/08/2015	Cust. Care Center	Priority Mail	940780369930001...5561 *	SC
– 05/25/2015	Cust. Care Center	Priority Mail	940780369930001...1509 *	SC
– 06/08/2015	Cust. Care Center	Priority Mail	940580369930000...0236	SC
– 06/22/2015	Cust. Care Center	Priority Mail	940580369930001...4212	SC
– 06/24/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 07/08/2015	Ashok Kuthyar ⁸	Email ⁹	m...@charter.com	SC
–		Email ¹⁰	SVC...@charter.com	SC
– 07/22/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 08/31/2015	David Oldani ¹¹	Priority Mail	940580369930006...2300	MO
– 09/03/2015	Ashok Kuthyar	Email	a...@charter.com	CT
– 09/12/2015	VP and Assoc GC-L	Email ³	l...@charter.com	MO
–		Email ⁶	h...@charter.com	MO
– 09/12/2015	David Oldani	Email	d...@charter.com	MO
– 09/18/2015	Larry Christopher	Fax	314-909-0. .9	MO
–		Email	l...@charter.com	MO
–	Hunt Brown	Email	h...@charter.com	MO
–	Ashok Kuthyar	Email	a...@charter.com	CT
–	Michael Henry ¹²	Email	m...@charter.com	SC
– 09/22/2015	Michael Henry	Email	m...@charter.com	SC

* Signature Confirmation delivery

¹ Barry King, Director and Senior Counsel–Litigation

² Jamall Wright, Corporate Customer Escalation Department (title unknown)

³ Larry Christopher, Vice President and Associate General Counsel–Litigation

⁴ Vice President and Associate General Counsel (letters addressed to ‘Dear Sir or Madam’)

⁵ Travis Rygg, Corporate Customer Escalation Advocate

⁶ Hunt Brown, Vice President and Associate General Counsel–Legal Operations

⁷ Vice President and Associate General Counsel–Litigation (letters addressed to ‘Dear Sir or Madam’)

⁸ Vice President; at the time, LinkedIn.com stated “Vice President, Service Delivery & Support”

⁹ Letter addressed to Mr. Kuthyar sent via Michael Henry, sender of the unsigned letter from Mr. Kuthyar

¹⁰ Email address for Charter’s “Corporate Customer Escalation Department”

¹¹ David Oldani, Regulatory Specialist; responded on behalf of Charter to FCC complaint ticket number 367139

¹² Corporate Customer Escalation Department (title unknown)

To grasp the magnitude of what is presented, Charter Communications has not acknowledged and/or directly addressed my correspondence marked with a dash, and the list contains *all* of my correspondence addressed to Charter’s non-executive representatives. This should be considered in conjunction with the correspondence addressed to Charter’s Board and executive leadership, of which almost all of my correspondence in those lists could also be marked with a dash. There can be no doubt that Charter decisively and collectively ignored me as an active customer. With that in mind, these are the responses I have received from Charter:

<i>Letter/Email</i>	<i>From</i>	<i>Via</i>	<i>Tracking/Email</i>	<i>State</i>
04/15/2014?	unknown male	Phone	n/a	n/a
04/17/2014	unknown male	Phone	caller ID: 636-686-0. .5	MO
04/23/2014	Peggy Goodew ¹	Phone ²	caller ID: 203-905-7. .1	CT
04/24/2014	Peggy Goodew	First Class Mail	received 04/29/2014	CT
06/26/2014	Peggy or Pam	Phone ³	caller ID: 855-880-1. .8	n/a
07/23/2014	Barry King ⁴	First Class Mail	received 07/29/2014	MO
08/05/2014	unknown male	Phone	caller ID: 855-880-1. .8	n/a
08/06/2014	Barry King	Email ⁵	s...@gmail.com	MO
08/06/2014	Jamall Wright ⁶	Email	s...@gmail.com	SC
08/07/2014	Barry King	Email	s...@gmail.com	MO
08/11/2014	Barry King	FedEx ⁷	77080...4471	MO
08/11/2014	Barry King	First Class Mail ⁸	received copy 10/14/2014	MO
08/11/2014	Barry King	First Class Mail ⁹	received copy 09/24/2014	MO
09/16/2014	Barry King	First Class Mail ¹⁰	received copy 09/24/2014	MO
10/03/2014	Barry King	FedEx	77137...4996	MO
01/20/2015	Travis Rygg ¹¹	Email ¹²	s...@yahoo.com	SC
01/23/2015	Travis Rygg	Email	s...@yahoo.com	SC
01/26/2015	Travis Rygg	Email	s...@yahoo.com	SC
07/02/2015	Ashok Kuthyar ¹³	FedEx overnight ¹⁴	77398...3077	n/a
07/22/2015	Michael Henry	Email ¹⁵	s...@gmail.com	SC
09/15/2015	“Sincerely, Charter”	First Class Mail ¹⁶	received 09/21/2015	WI
09/18/2015	Michael Henry	Email ¹⁷	s...@gmail.com	SC

¹ Senior Director, Outsourced Customer Care Centers

² Charter contacted me using a mobile number not associated with my account, provided by a third party.

³ The caller mentioned the purpose of the call was due to “an executive escalation”.

⁴ Director and Senior Counsel–Litigation

⁵ Charter contacted me using the email address associated with my account.

⁶ Corporate Customer Escalation Department (no title given)

⁷ FedEx tracking information shows that the shipping label was generated at 3:13 p.m. CST. Earlier in the day, at 9:28 a.m. PST, I had sent an unsolicited fax to John Malone’s legal department office in Colorado and a fax to Paul G. Allen, founder of Vulcan Capital and former major shareholder of Charter, in Seattle, Washington. Also on this day my Priority Mail envelope to Richard Dykhouse, Exec VP, was delivered at 12:27 p.m. CST.

⁸ Mr. King responded to the Missouri Attorney General’s office regarding my complaint dated July 23, 2014.

⁹ Mr. King replied via letter to the California Department of Consumer Affairs regarding me, when I had not contacted that agency. I filed a complaint with the California Attorney General’s office dated July 22, 2014. His action could not have been a mistake, because he should not have received anything from that agency about me and my letter to Charter’s General Counsel dated July 22 specifically mentioned that Charter’s Terms of Service referenced the wrong agency for California residents—at the time, in Section 10.10 (b).

¹⁰ Mr. King replied to the California Attorney General’s office follow-up letter, which stated: “Charter received a copy of the complaint directly from Mr. Sheridan, and unfortunately we directed our response to the California Department of Consumer Affairs instead of your office.” I had not directly provided the complaint.

¹¹ Corporate Customer Escalation Advocate

¹² Charter contacted me using an email address *not* on file as an authorized point of contact.

¹³ Vice President; at the time, LinkedIn.com stated “Vice President, Service Delivery & Support”

¹⁴ Unsigned letter mailed via Michael Henry in South Carolina (the name on the FedEx label); Internet research suggested Mr. Kuthyar did not reside in S.C.; Mr. Henry at LinkedIn.com: “Executive Escalation Manager”.

¹⁵ Automated out-of-office reply—I emailed to Mr. Henry my letter to the Vice President and Associate General Counsel, Litigation, dated July 22, 2015.

¹⁶ First late fee notice, though my account had accrued a disputed unpaid balance for four months.

¹⁷ Automated out-of-office reply—I emailed to Mr. Henry my letter to the Vice President and Associate General Counsel, Litigation, dated September 18, 2015.

When viewed as a whole, these facts prove my experience of long-term coordinated bullying by Charter. I have spent hundreds of dollars in postage, facsimiles, photocopies, etc., because I felt my position was right, and with discoveries, learned that my position was solid. I did not, however, anticipate the breadth and depth of opposition by so many at so many levels.

The single, most oppositional act committed by Charter against me, an active customer, was that Barry W. King, Director and Senior Counsel—Litigation in Missouri, wrote to me stating that Charter had no record of receiving any communications from me prior to July 19, 2014. According to that pretense, Charter had not received my traceable correspondence to the CEO, to the Customer Care Center, or twice to General Counsel. That declaration became the unwavering basis by which Charter has proceeded to this day regarding my dispute.

I present to the Commission the following facts that may signify Charter deliberately utilizes and maintains a customer care center in the state of South Carolina adverse to consumers:

1. On April 23, 2014 Peggy Goodew—Senior Director, Outsourced Customer Care Centers—called me from Connecticut wanting to speak with me regarding my dispute. I immediately declined stating that all communications regarding my dispute had to be in writing.

The next day, Charter's South Carolina office mailed a letter on South Carolina letterhead containing an unsigned letter from Ms. Goodew with her phone number in Connecticut as the contact number. In her letter she stated: "...Charter has attempted to contact you but has been unable to reach you...it is difficult for us to provide further assistance without being able to speak directly with you...Please contact my office directly at 203-905-7. .1 at your earliest convenience....." That was the last time I heard from Ms. Goodew.

2. On August 8, 2014 I mentioned to Mr. King by letter that I was inclined to report him to the Missouri Bar Disciplinary Counsel due to his actions (which I did on May 11, 2015). I had been researching Mr. King on the Internet and discovered an email address for him. On August 5, 2014 a representative of Charter had called my mother's home phone and she reiterated her written statement to Charter that she did not authorize her phone number to be used to contact me. The representative told her to inform me: "Someone from your local chapter is going to call him..." I then emailed Mr. King using the address recently found to notify him not to conduct verbal communication regarding my dispute. He replied, and the email contained a note at the end of his message:

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from sender to recipient, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passes through. I am communicating to you via email because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please advise me AT ONCE.

This email reply from Mr. King informed me that the phone numbers listed for my account were removed—in accordance with letters from my mother and myself, although he neither acknowledged receipt nor addressed the contents of those letters—and that my email address was added as a point of contact, though my email address had been on file for more than a year. He ended with, “Please let me know if you have any additional questions” when he had been made aware that most of my correspondence had not been acknowledged.

Concerned about the footnote in his email, and Charter being an Internet service provider that could potentially access my devices, I responded as follows:

After reading the Note at the bottom of your email message, I have decided to no longer consent to communicating with you or your office via this medium. I choose to opt out of communicating with you and your office further via this medium.

At this point, you have received everything needed to properly respond to my correspondence mailed to Charter in April, May and July. I look forward to hearing from you or a representative at any level that will now applicably and appropriately respond to my correspondence dated April 8 and 29, May 21, July 5, 19, 22 and 29, 2014.

Three hours after sending my reply, a non-titled “representative at any level” employee from a Corporate Customer Escalation Department in South Carolina emailed the following:

I am contacting you to acknowledge we have received your recent correspondence to Charter regarding your billing concern. To ensure I am able to assist you fully, please contact me at 864-286-5. .7 at your earliest convenience. I am in the office from the hours of 8:30am-5:30pm Sunday- Thursday. Once I am able to speak with you to acquire all information needed, we will work diligently towards finding a resolution. I look forward to hearing from you.

The subject was “Charter Communications - Department of Justice Inquiry”. I wrote a short letter to the representative and faxed it to Missouri before mailing it to South Carolina. The next morning Mr. King emailed me, stating: “I am responding via email as you specifically agreed to this in your acceptance of services pursuant to the Customer Service Agreement...I have also been provided copies of complaints from the South Carolina Department of Justice, the Missouri Attorney General, and presumably will see one from the California Agency you referenced in your complaint.”

Mr. King’s email included the email string from the previous day where I stated my opt-out choice per his note (also in the string) regarding Missouri lawyers. Mr. King conveyed that a copy of a complaint to the South Carolina Department of Justice had been provided to him, which did not exist. He later replied it was a mistake. However, the representative in South Carolina stated “Charter Communications - Department of Justice Inquiry” just three hours after I had emailed Mr. King to opt out of email and “I look forward to hearing from you or a representative at any level....” I heard from the South Carolina representative only one time.

3. In Mr. King’s letter dated July 23, 2014 he confirmed: “Lastly, you have communicated with representatives that all communications with you must be in writing.”

4. On October 3, 2014 Mr. King communicated on behalf of Charter in direct response to my letter addressed to a member of the Board of Directors stating: "Charter has fully...responded to your numerous communications. There is nothing further for us to resolve." No evidence existed of Charter addressing my correspondence of April 29, May 21, July 5, August 16, 18, 27, September 9 and 24, 2014. The bulk of my correspondence regarding my unresolved dispute was issued on those dates. Fourteen pages of non-repetitious correspondence had not been acknowledged by Charter whatsoever. That was the last time I heard from Mr. King.
5. On January 17, 2015 I wrote a letter to Kathleen Mayo, Executive Vice President, Customer Operations, and chose to copy only Richard R. Dykhouse, Executive Vice President, General Counsel and Corporate Secretary, containing an explicit confidentiality notice. The original and copy were sent in separate Priority Mail envelopes addressed to Charter's Connecticut office, one with signature required and the other without. Ms. Mayo's envelope was signed for at 12:55 p.m. EST. About three hours later, at 4:13 p.m., a representative of the Corporate Customer Escalation Department in South Carolina emailed me at an address not provided to Charter as a point of contact. This person's title: Corporate Customer Escalation Advocate. The subject of email: "In response to your letter to Charter's Executive Team". The message was almost identical to the one sent to me five months earlier:

I am contacting you to acknowledge we have received your recent correspondence to Charter regarding your billing and response concerns. To ensure I am able to assist you fully, please contact me at 864-286-5. .0 at your earliest convenience. I am in the office from the hours of 10:00am-6:30pm EST Monday-Friday. Once I am able to speak with you to acquire all information needed, we will work diligently towards finding a resolution. I look forward to hearing from you.

Charter was unaware that I shipped a Priority Mail envelope to the second representative in South Carolina, which contained a compact disc similar to what I am providing to the FCC. It was mailed on a Tuesday, the same day I received the representative's email. On Friday, the representative sent a second email with the same subject to the same private email address:

I wanted to reach out to you again to see if you still need assistance with this issue. If you do wish to discuss this issue with us please feel free to contact me at 864-286-5. .0. My office hours are 10:00am-6:30pm EST Monday-Friday. I hope this finds you well and look forward to working with you.

On Monday morning, the representative sent a third email with the same subject and message to the same private email address. Later that day, my Priority Mail envelope was delivered. That was the last time I heard from Mr. Rygg.

6. On June 22, 2015 I wrote the following via Priority Mail to Charter's Customer Care Center:

Attention: Customer Complaint

I have not received a response from Charter's South Carolina office since January of this year. Perhaps my letters have been too broad for your office to respond.

Since my unresolved billing dispute began last year, more than 425 days have passed. I request to be informed if Charter’s office in Simpsonville has at the very least received each and every one of my communications listed below:

<i>Letter</i>	<i>USPS Tracking Number</i>	<i>Arrived</i>	<i>Time</i>	<i>Location</i>	<i>Addressee</i>
04/14/2014	None; via regular mail			Simpsonville	Customer Care Center ^C
04/29/2014	None; via regular mail			Simpsonville	Customer Care Center
08/06/2014	None; via regular mail			Simpsonville	Jamall Wright
01/20/2015	94078036993000....5556	01/26	01:27p ^{SC}	Simpsonville	Travis Rygg
04/08/2015	94078036993000....3549	04/10	12:49p ^{SC}	Simpsonville	Customer Complaint
05/08/2015	94078036993000....5561	05/11	02:09p ^{SC}	Simpsonville	Customer Complaint
05/25/2015	94078036993000....1509	05/29	01:19p ^{SC}	Simpsonville	Customer Complaint
06/08/2015	94058036993000....0236	06/10	01:47p	Simpsonville	Customer Complaint

^{SC} Signature confirmation delivery ^C Copy of letter addressed to another [04/08/14 letter to CEO]

Regards,

On July 8, 2015 I received a FedEx envelope via overnight service containing a six-sentence, unsigned letter on Charter letterhead, dated July 2, 2015, from a representative with the title Vice President. According to the label, the sender was Michael Henry from South Carolina. I searched LinkedIn.com and discovered the vice president’s title was “Vice President, Service Delivery & Support” and Michael Henry’s was “Executive Escalation Manager”. But more surprising—or rather, not surprising at all—Internet research showed that the vice president did not reside in South Carolina but in the Connecticut/New York area. That was not the last time I heard from Charter, though, because in both July and September 2015, I received an automated out-of-office reply when sending emails to Michael Henry.

7. Backtracking a few months, on May 8, 2015 I submitted a complaint to the South Carolina Department of Consumer Affairs (“SCDCA”), ending my letter with the following:

As an active customer, I expect Charter to acknowledge receipt of my traceable, non-repetitious correspondence directly related to my individual billing dispute. With that, I complain to your office because Charter has ignored me. Although you cannot resolve my billing dispute, I seek your office’s intervention concerning the behavior of Charter representatives in South Carolina.

What transpired at SCDCA in response to my letter may have been the result of a conspiracy deeply embedded against consumers—specifically customers of Charter Communications. I received a noticeably odd letter from Lauren B. Aguilar, Complaint Analyst I; but even more odd were her email responses.

With online research, I came across an SCDCA press release dated May 2, 2011, excerpted:

During calendar year 2010, SCDCA received nearly 5,500 consumer complaints. Debt Collection was the number one complaint category accounting for 13% of overall complaints, followed by Vehicles (10%); Utilities (8%); Financial Institutions (8%) and Real Estate (6%). Complaints received are classified under one of forty-one complaint categories. Debt Collection has consistently held a spot as one of the top three complaint categories over past years.

SCDCA's mediation of the thousands of complaints received in 2010 resulted in the return of approximately \$580,000 back to consumers in the form of refunds, credits and adjustments. "Although the agency's resources have diminished, SCDCA staff continues to mediate complaints effectively, negating the need to litigate and helping ease the burden on our state's court system," said SCDCA Acting Administrator Carri Grube Lybarker.

"SCDCA's voluntary mediation process allows consumers and businesses to resolve disputes for free, an important resource in the current economy," said Complaint Analyst Lauren Aguilar, who assisted in securing the highest consumer refund/credit for 2010. During the last 5 years, SCDCA staff processed over 30,000 written consumer complaints resulting in refunds, credits and adjustments exceeding \$6.1 million.

SCDCA aims to protect consumers from inequities in the marketplace through advocacy, complaint mediation, enforcement and education. To file a complaint or get information on consumer issues, visit www.sconsumer.gov or call toll-free, 1.800.922.1. .4.

Lauren Aguilar replied to me as one with many years of experience as a level-one analyst, so much so that she was quoted in a press release four years prior. Her reply was very specific:

...We regret the problems that you have experienced in this matter. However, our agency does not have any jurisdiction in this situation. This agency works towards the voluntary resolution between a business and a consumer.

...This Department does not have the authority to investigate the behavior of Charter representatives. The cable/satellite industry is a non-regulated industry. The Cable Communications Acts of 1984 and the Telecommunications Act of 1996 are two acts that Congress passed to promote competition and deregulation of this market. Your complaint will be kept on file with the Department.

Thank you for contacting this Department.

Sincerely,

Analytically, what first caught my eye with Ms. Aguilar's letter was the date *perfectly* printed between the letterhead words at the top, while the body of the letter was placed down below; and at the bottom, it read:

/wp
Enclosure
cc:

On May 18, 2015 I emailed Ms. Aguilar the following:

I received your letter today and I appreciate the thorough response. At the end the letter includes "cc:" without a name mentioned. Please confirm whether or not Charter Communications was notified of my complaint.

She replied:

They were NOT carbon copied in the letter. I should have deleted the “CC.” A copy of the complaint was sent to them as information but they are not required to respond to our Department as we would not handle the complaint.

Two minutes later she replied with an attached Microsoft Word document, stating:

I have attached another copy for your records without the “CC.”

The bottom of the letter, without letterhead, was changed from “/wp” to “lp/wpsa” and I was able to view the file properties to discover the creation date and editing time. It was created on the date of the letter with “Total editing time: 00:01:00” (one minute), even though almost half of the sentences in the letter were customized to my complaint. I replied:

Wow. You stated your office has no authority to handle my complaint then provided Charter with a copy? I don’t mean to prolong this, but if Charter responds will your office provide me notice of that response? Also, did you write them a similar letter stating your office was unable to facilitate the complaint?

She replied:

I sent a copy of the letter as a courtesy to you. I apologize for doing so. If, they respond I will send you a copy. No, I wrote them no such letter.

There were several back-and-forths, but I’m highlighting key facts in this comment. I wrote a letter to Valerie Rankin, Program Coordinator and Ms. Aguilar’s supervisor, who responded by letter. Here is the bulk of her response:

(1) Statement on Regulatory Authority over Charter Communications. In responding to complaints, the analysts of this Department have discretion to provide the complainant with information pertaining to the relevant regulatory statutes.

(2) Sending a Copy of the Complaint to Charter Communications. Although this Department lacks regulatory authority over Charter Communications, we are able to seek a voluntary resolution between a complainant and the company at issue. One way to reach a voluntary resolution is to inform the business that a problem exists. For this reason, we send copies of complaints to the businesses against whom they are filed.

(3) Copy of a Letter Stating Department’s Conclusions to Charter Communications. The letter to which you refer in your third item does not exist. Our complaint system automatically forwards approved complaints to businesses who have registered with our office to utilize the system.

Though the system was automated, Ms. Aguilar stated that she both sent a copy as a *courtesy* to me and *apologized* for doing so. After further research I concluded to Ms. Rankin:

...The analyst provided me information about federal non-regulation, state lack of jurisdiction and authority, and no mention of the Department becoming involved other than the issued reply.

The Department's response to my complaint involved: (1) direct dissuasion and indirect intimidation by specifically detailing non-regulation that does not pertain in any way to the Department's mandate, and (2) impropriety by knowingly providing privileged information to a third party with no consumer notification, having no legal jurisdiction whatsoever.

Your letter infers that my complaint was approved. My complaint to SCDCA did not qualify to be defined as approved because my matter was outside of the Department's jurisdiction. The moment it was determined the Department lacked jurisdiction regarding my correspondence, legal right did not exist to control my correspondence, which accompanied the Complaint Form, by exposing its contents to a non-governmental party.

According to your letter, Charter is allowed to monitor incoming consumer complaints provided by an agency absent of jurisdiction free of legal obligation. Fundamentally, SCDCA facilitates corporate suppression of consumer disputes by volunteering information as a government agency as though it were the nonprofit organization, Better Business Bureau...

My initial letter of May 8 stated that SCDCA could not resolve my dispute. What I sought from SCDCA was intervention for Charter to respond to my correspondence, but what happened was like Julie complaining to Jill about Jane, and Jill says, "I exercised my right to tell Jane what you said even though it's none of my business, I can't do anything about it, oops, I forgot to tell you, and, oh, I hope it all works out."

Charter Communications has its customer care center placed snugly in a state that deals strictly with volunteerism. SCDCA was just another avenue by which Charter blatantly ignored me.

► *Charter had no legal basis prior to October 1, 2014 to impose pricing terms and conditions on non-Term Contract, month-to-month accounts related solely to Internet service.*

What I am about to present could be construed as a complaint, but there is a high probability that my open dispute with Charter is correct, and therefore impactful to many consumers. I suggest to the Commission that one of the Applicants, Charter, has knowingly and deliberately misused and misinterpreted terms of service for a category of customers, and should be denied approval at this stage of its corporate history.

In April 2013 I began receiving Charter Internet service. Thoroughly detailed in correspondence to Charter, I was not informed of any type of promotional rate for the service and I was told the month-to-month rate would remain consistent. When I received my first billing statement, it did not suggest in any way that I was receiving a promotional rate, nor did it suggest a pricing period (i.e., 12 months). As previously conveyed by phone, it also stated the modem was free.

One year later, to my complete surprise, the April 2014 billing statement showed a rate increase from \$29.99 to \$44.99, with the following in the Charter News section:

Promotion Discount – Thank you for being a Charter customer. This is just a reminder as you review this month's statement that the discounted rate for the first part of your promotion period has ended, but Charter is pleased to continue to provide you a discount off standard pricing for an additional 12 months. Thank you again for your business. It is our pleasure to serve you.

Charter lacked legal basis within the relevant terms of service to impose a promotion period. The most revealing detail is that Charter used “the first part of your promotion period” together with the non-solicited imposing of a second period before increasing to an ambiguous “standard” rate, for a “No Contract” (non-Term Contract) month-by-month account.

I note that the word subscriber generally means a homeowner, apartment dweller, business, etc., that pays a monthly charge to be connected to a television cable service. When I obtained service from Charter in 2013, I was referred to in the terms of service as a customer, not subscriber. But more importantly, I did not commit to subscribe to Internet service for a minimum term.

In my demand for arbitration to Charter dated October 31, 2014, I detailed the disconnect of the two Agreements within the Terms of Service that related to customers receiving Internet service: one pertained to customers receiving Internet service *and* additional service, and the other more obscure Agreement pertained to those receiving solely Internet service. *All* customers receiving *solely* Internet service could not be described as having a Term Contract (i.e., minimum term).

If my position is correct, it is plain and simple: Charter wooed consumers with low advertised rates with later behind-the-scenes rate increases using a backdoor that did not legally exist. The Agreement relating solely to Internet service contained strict language regarding what type of monthly service fee could be applied to the account:

Charter Internet Residential Customer Agreement: [as of July 2014]

4. Customer Payment Obligations

- 4.1 Service Fees: Charter will bill Customer a standard monthly fee for the Service...
Charter may change the amount of the standard monthly fee....

My position has been that when Charter first charged \$29.99 for a month of Internet service, that became the “standard” rate. Instead, Charter treated my account as though it was subject to an existing ambiguous rate that would come into full force after 12-month promotion periods (i.e., months 1-12 and 13-24, with the first “discounted” rate being more tolerable than the second).

Among many other points communicated to Charter, I presented the following:

[California Civil Code, Title 1.5, Chapter 3,] Section 1770 (a) (13): “Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.”

Charter is unable to reference any text within the Terms of Service pertaining to Internet-only residential customers active prior to October 1, 2014, that mentioned the reason for, existence of, or period of months involved for the first part, second part, or any part of a termed period of a discounted/reduced month-to-month service rate. As detailed in prior correspondence, Charter was legally bound to charge me a standard fee for the service.

Prior to October 1, 2014 Charter’s terms for my account posted online ended as follows:

Charter Internet Residential Customer Agreement: [as of July 2014]

10. Miscellaneous

10.1 Entire Agreement: This Agreement and the schedules referenced in this agreement constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

...

10.10 Information For California Residents Only:

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

(a) Contact Information. Customers can contact Charter at:

Charter Communications
Attn: Customer Care
12405 Powerscourt Drive
St. Louis, Missouri 63131-3660
1-888-GET-CHARTER

(b) Complaints. California residents with complaints may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at: State of California, Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, CA 95834 or by telephone at: (916) 445-1254.

(c) Charges. Charges to Customer imposed by Charter for use of the Service are as follows: Current rates for using the Service are in Charter's Pricing Schedule, which is provided to Customer with the installation kit, may be included in Charter's Services Guide and may be posted at Charter's website (www.Charter.com). Charter reserves the right to change fees, surcharges, and monthly fees or to institute new fees at any time, all pursuant to Section 4 of this Agreement.

For information regarding notification of the sharing of certain personal information with third parties, under California Civil Code Sections 1798.82 – 1798.84 click here: [Your Privacy Rights \[hyperlink\]](#).

Customer Agreement, Effective April 2008

Version 8.2

I presented to Charter that section 10.1 made it clear that the Agreement superseded and nullified all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties, so that any verbal communication given during an initial order call could not supersede the Agreement.

I presented to Charter that 'Pricing Schedule' was mentioned in only one location: Information For California Residents Only. I detailed in correspondence that I was not given the installation kit, which was to provide the Pricing Schedule. I communicated to Charter by fax that 10.10 (b)

was incorrect due to the online notice concerning Internet service providers at the website for the California Department of Consumer Affairs. And, I presented to Charter that 10.10 (c) explicitly stated a reservation for the right to change fees, surcharges, and monthly fees or to institute new fees at any time was “all pursuant to Section 4 of this Agreement.”

Effective October 1, Charter’s terms no longer contained the word kit in reference to a Pricing Schedule being given to a customer on the day of installation. Here is proof that Charter knew of my detailed dispute, recognized it, ignored it, then imposed the following on customers:

Effective October 1, this is how the entirely new agreement began:

GENERAL TERMS AND CONDITIONS FOR CHARTER RESIDENTIAL SERVICES

In addition to these Residential General Terms and Conditions of Service (“General Terms”), You (“Subscriber”) agree to be bound by the terms of service applicable to the residential Charter service(s) to which You subscribe (hereafter, “Service” or “Services”)...In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control.

...

Subscriber’s signature on the work order presented upon installation of Services and/or Subscriber’s use of Services are evidence of Subscriber’s agreement to the Terms of Service. Charter may change its prices, fees, the Services, and/or the Terms of Service. Subscriber’s continued use of the Services after notice of the change, shall be considered Subscriber’s acknowledgement and acceptance of the changes. The current version of the Terms of Service may be found at “www.charter.com” under “Terms of Service/Policies.” Subscriber may not modify the General Terms below, the Service-specific Terms of Service, or the Charter Subscriber Privacy Notice [hyperlink] by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document.

These General Terms and the Terms of Service do not apply to services sold under the Charter Business® brand.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 24, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS SUBSCRIBER’S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

It is important to note that prior to October 1, my account was not subject to a general terms and conditions agreement. Charter, however, created this agreement then stated subscribers were *also* bound to a Service-specific agreement (“Service-specific Terms of Service”), shifting the “Entire Agreement” clause previously in force. The new terms removed “Version 8.2” from the previous Agreement related to Internet customers, placing all residential customers under the umbrella of “The current version of the Terms of Service....”

The text above conspicuously states “Charter may change its prices, fees, the Services, and/or the Terms of Service.” Prior to October 1, Charter was bound by explicit, restrictive language.

The text also informs that “Subscriber’s signature on the work order presented upon installation of Services and/or...[is] evidence of Subscriber’s agreement to the Terms of Service.” Earlier this year, I documented the following:

Conversation with onsite Charter technician on May 23, 2015:

Two Charter vans parked directly in front of my mother’s apartment, installing new service(s) in a nearby apartment. As they were about to leave standing directly in front of my mother’s door, I walked outside and asked several questions. The driver of the van with license plate number 7U3. 21 (vehicle reference number 27. CH) confirmed that new Internet service had been installed in a nearby apartment and that the signal speed had not been tested though installation was complete. I asked three different ways to confirm that the speed had not been verified when installing service, and the technician kept redirecting to the fact that the customer didn’t have a computer or laptop available to test the speed. I asked if the technician had a laptop with him and he replied “No.”

I mentioned that the speed through my modem—not wirelessly—was not at least 60 Mbps even though that’s what Charter advertises. I mentioned that my sister in town recently had Charter Internet service installed (May 3, 2015) and I was standing there with the technician in her house as he witnessed that the speed directly from the modem using an ethernet-plugged laptop did not reach 60 Mbps at Charter’s website for Internet speed tests.

Today, the technician first mentioned that the speed “does not always reach that” but changed his comment to “I would say 9 out of 10 installations reach that speed” when he offered to check the speed directly from my modem, using my laptop, and I declined commenting that there simply seems to be a trend of speeds less than 60 Mbps when Charter has clearly advertised that their speed STARTS at 60 Mbps, even on the monthly statement. The other tech did not engage in the conversation (license plate number 758. J1). [See photos on the next page.]

On a similar note, I was actively involved in the recent installation of my sister’s Charter Internet service. She was provided a “month-to-month, no contract” rate of \$39.99 with a 12-month term discount of \$20.00. The technician who installed her service mentioned to me that the speed does not always reach 60 Mbps from the modem. Although my sister was provided a different model of modem, the installer confirmed that the model I was provided was also newer technology (I showed him an image of my modem and model number). When the installation was complete, after he and I had witnessed the speed tested at less than 60 Mbps well within the city limits in a residential neighborhood, he proceeded to leave without comment or providing any paper or information other than that my sister should expect to receive a statement in the mail. He did not require a signature to confirm the installation occurred. When I asked him to at least provide her account number so she could register at www.charter.com, he became visibly inconvenienced, provided the account number and left.

Regarding the waiver of class actions, I presented to Charter in May 2015 the alleged violation of subverting California Civil Code, Title 1.5, Chapter 4, Section 1781 (a) that grants provision:

Chapter 4, Section 1781 (a): “Any consumer entitled to bring an action under Section 1780 may, if the unlawful method, act, or practice has caused damage to other consumers similarly situated, bring an action on behalf of himself and such other consumers to recover damages or obtain other relief as provided for in Section 1780.”

Alleged violation:

Charter's Terms of Service for California residential customers contradicts California law pertaining to class action.

I presented the following to Charter that describes the "wooning" of consumers:

[California Civil Code, Title 1.5, Chapter 3,] Section 1770 (a) (9): "Advertising goods or services with intent not to sell them as advertised."

Alleged violation:

In April 2013, Charter advertised \$29.99 per month each for 12 months when bundling video, voice and/or Internet services via both digital and printed media when at the same time offered Internet-only non-Term Contract service at the same monthly rate. Charter represented an Internet service rate obtained only by securing a minimum subscription to services that could simultaneously be obtained without a minimum subscription.

The California Business and Professions Code Section 17200 et seq. may also apply. Customers like myself responded to Charter's advertisements about low rates for bundled services and were then provided the same rate without bundling. My experience of that is detailed in my letter to Charter dated August 16, 2014.

Rather than seeking for the Commission to resolve my individual dispute, I urge for Charter to provide a response to the issues mentioned in a non-confidential manner.

With the background of what has been mentioned in my comment, here is how Charter reacted in April 2014 to my initial billing dispute via a letter to Charter's CEO: The first letter I received was from the Senior Director, Outsourced Customer Care Centers in Connecticut, that declared, "Mr. Sheridan we would also like to inform you that your account has been updated to reflect the \$29.99 internet rate for the next 12 months." They had had my letter to the CEO and my repeated refusals to verbally discuss the matter by phone, and they decided to reverse the increase with no explanation whatsoever.

On the same day I received that letter, I continued with the 500+ day journey of disputing with Charter, and in July, more than one year later, I received a letter via FedEx overnight service:

Dear Mr. Sheridan,

...

...

While we value your business, we cannot continue to provide you with promotional pricing as you have requested.

Very truly yours,

[unsigned]

Ashok K. Kuthyar
Vice President

At a glance, the vice president's ending statement may seem innocent, but it was malicious. I am in my *third* year of service and Charter refuses to remove promotional pricing from my account.

Additionally, it was my understanding that the modem provided for Internet service was free. I communicated the following details to Charter both in August 2014 and May 2015:

Charter conveyed by letter on August 11, 2014: "You misinterpret the billing statement as to the modem. It is still Charter owned and must be returned upon termination of service. The zero balance on the bill reflects that there is no monthly modem lease fee...."

At that time, Section 4.1 of the Charter Internet Residential Customer Agreement declared: "If Customer leases equipment from Charter, additional monthly charges will apply." Since the beginning of my month-to-month service, Charter did not include additional monthly charges per the Agreement other than the one-time installation charge, thereby strictly confirming the modem has not been leased.

At that time, Section 1.1 of the Charter Internet Residential Customer Agreement stipulated: "Charter may supply equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Service." Since the beginning of my month-to-month service, of more than two years, Charter has not presented a fee for the modem.

At that time, Section 6.4 of the Charter Internet Residential Customer Agreement declared: "All equipment provided by Charter shall remain its sole property throughout the term of this Agreement, unless expressly stated otherwise." Charter's month-to-month statement of April 2013 contained in the Charge Details section "Free Internet Modem ... 0.00" as an individual line item. Later, the Charge Details section stated "Internet Service (includes modem)" and beginning October 2014, the month-to-month statements ceased from mentioning the modem.

Alleged violation: [of California Civil Code, Title 1.5, Chapter 3, Section 1770 (a) (14)]

According to the strict language of the Charter Internet Residential Customer Agreement effective prior to October 1, 2014, Charter represented a right of ownership pertaining to modems provided to customers for Internet service which it did not have for statements initially issued containing "Free Internet Modem ... 0.00" in the Charge Details section.

In conclusion to this part of my comment, I can only hope the Commission will discover the true face of Charter as this information has been kept hidden in Connecticut, Missouri and elsewhere.

► *Charter's Board of Directors is conflicted by John Malone and Gregory Maffei.*

On June 2, 2015 it was reported online that John Malone spoke to Liberty company shareholders regarding Charter's planned mergers: "Malone adds that government approval will "happen faster than people think... There's very little dirty underwear that people can find at the bottom of the suitcase. It's all out there.'" [Source: <http://deadline.com/print-article/1201436299/>]

I suggest to the Commission that it is not mere opinion that Charter's Board is conflicted as it pertains to the Applications. Mr. Malone's interests in the relevant mergers have little to do with the public's benefit.

In November 2013, the New York Times published the article, *Once Cable's King, Malone Aims to Regain His Crown*, in which excerpts reveal explicit intentions of two powerful individuals:

John C. Malone made a fortune wiring American homes for cable television in the 1980s and 1990s. Known as the King of Cable, he sold TCI—once the country's largest cable operator—to AT&T for \$48 billion in 1999.

Today, Mr. Malone, 72, is back on the prowl in the industry he helped create. Now chairman of Liberty Media, he is working behind the scenes to gain control of Time Warner Cable, the country's second-largest cable operator by subscribers, behind Comcast.

"John looks out and says, 'That's an industry that I helped shape, that made me a lot of money, but more importantly that I care a lot about, and I want to see that industry set right,'" Gregory B. Maffei, Liberty Media's chief executive, said in a recent interview.

"We have expressed a view that consolidation is helpful," Mr. Maffei said, adding, "Time Warner Cable is appealing."

Liberty Media's efforts to generate a deal for Time Warner Cable began in March, when it acquired 27 percent of Charter Communications, the fourth-largest cable operator in the United States. With influence over Charter in hand, Mr. Malone and Mr. Maffei now want to see Charter make a bid for Time Warner Cable. Charter's chief executive, Thomas M. Rutledge, is on board with the plan.

Now that Mr. Malone has surfaced, however, a deal of some kind is almost inevitable. "We're always looking at how Malone gets a path to control," said Jason Bazinet, a media analyst with Citigroup. "Malone is patient. He'll sit there like a snake in the weeds for five years and then he'll pounce."

Regardless of how the pursuit of Time Warner Cable turns out, Liberty Media's early efforts to secure a deal provide a look at the tactics and priorities of one of the media industry's most mercurial investors. "Some media companies are in it for generational control," Mr. Maffei said. "That's not Liberty. We're in it for shareholder returns."

"We spend an awful lot of time trying to avoid corporate-level income tax," said Mr. Maffei, who joined Liberty Media in 2006 after stints as chief financial officer at Oracle and Microsoft. One way it does this is by spinning out companies in its portfolio, rather than selling stakes to other companies. In doing so, Liberty Media avoids paying corporate taxes, instead passing along stock in newly public companies to its shareholders. "The mother ship, Liberty Media, has spun out a ton," Mr. Maffei said. "Why do we do that? Because if you put those securities in shareholders' hands, you avoid corporate-level tax." This strategy is so much a part of Liberty Media's DNA that the company Mr. Maffei oversees today contains precisely zero of the assets it held when he took over seven years ago. Among the companies and stakes it has sold or spun out in recent years are Discovery Communications, Starz and DirecTV.

Liberty Media's strategy of relentlessly acquiring and shedding assets traces its roots to the time when Mr. Malone ran TCI. Liberty Media was originally a spinoff from TCI that held small stakes in lots of cable channels that it helped finance....“Liberty ended up owning stakes in everything,” Mr. Maffei said. “We’ve spent the last years trying to get out of that stuff to try and avoid corporate-level taxes.”

A favored disposal tactic is the tax-free spinoff known as a 355 transaction, which allows Liberty to exchange shares in a company for cash and assets without being taxed. For example, Liberty Media owned about \$1.7 billion of Time Warner stock. It exchanged that stake for \$1.3 billion in cash and the Atlanta Braves. Similarly, Liberty Media wound up with a stake in CBS because it helped finance Black Entertainment Television. When it returned the stake to CBS, it received cash and a TV station in Green Bay, Wis. “It was a terrible TV station, but it was better than paying the government,” Mr. Maffei said.

And Mr. Malone also continues to employ a variety of complex tactics such as tracking stocks and deals known as reverse Morris trusts. “He is as much a financial engineer as a media mogul,” said Mr. Bazinet of Citigroup. Like most companies, Liberty Media was battered during the financial crisis. But while others panicked, Liberty Media went shopping.

When the opportunity to buy a stake in Charter came earlier this year, Mr. Malone saw it as a chance to get back into the cable game. Indeed, he has publicly lamented his sale of TCI to AT&T. “I’m not sure John thinks it was the right thing to sell it back in 1999,” Mr. Maffei said.

Over the years, the deal machine that is Liberty Media has made both Mr. Malone and Mr. Maffei very rich. According to Forbes, Mr. Malone is worth at least \$6.7 billion. He is also the largest private landowner in the country, with vast swaths of wilderness from Maine to Colorado. Mr. Maffei made \$391 million in 2012 alone, mostly through stock options.

Today, Mr. Malone is looking to expand his empire. While his title at Liberty is chairman, he is the driving force behind the quest to combine Charter and Time Warner Cable. “John has tongue-in-cheek described himself as a philosopher and investor, and suggested I had to do all the heavy lifting,” Mr. Maffei said. “But nothing of consequence gets done at Liberty without John being on board.”

[Source: <http://dealbook.nytimes.com/2013/11/24/once-cables-king-malone-aims-to-regain-his-crown/>
A version of this article appeared in print on 11/25/2013, on page B1 of the New York edition with the headline: Once Cable’s King, Malone Aims to Regain His Crown.]

Less than one year after this article was published, the Liberty Broadband Corporation became a spin-off, with Mr. Maffei positioned as President and CEO of Liberty Broadband and Liberty Media. Liberty Broadband’s annual report to the Securities and Exchange Commission this year stated that John Malone beneficially owns shares representing the power to direct 47% of the aggregate voting power in the company—a major beneficiary if the Applications are approved.

In 2010, the New York Daily News published the article, *Yowza! Most compensated U.S. CEO Gregory Maffei earned a whopping \$87M in 2009*, excerpted:

Liberty Media Corp.’s head honcho Gregory Maffei hit a \$87.1 million compensation jackpot last year, making him the most-rewarded CEO on the Wall Street Journal’s 10 highest paid executives list. [Source: <http://www.nydailynews.com/news/money/...article1.455292>]

In July 2014, Forbes published the article, *When Directors (Like Gregory Maffei) Serve on Too Many Boards*, excerpted:

Maffei, however, does have a character flaw that has potentially devastating consequences well beyond the walls of Liberty Media. He can't say no when it comes to corporate board opportunities. In addition to his board position at Liberty Media, he serves on the boards of Zillow, TripAdvisor, Starz, Live Nation, Sirius XM, and Charter Communications. If you're keeping count, that is seven corporate directorships of publicly traded corporations. I could understand six, but seven (insert sarcastic tone)? Oh, and in his spare time he serves on the board of trustees of his alma mater, Dartmouth College.

Now of course, to be fair, several of Maffei's board positions are associated with Liberty Media equity stakes, specifically in Charter Communications, TripAdvisor, Sirius XM, and Live Nation. Such appointments are often part of negotiations when an investment firm takes a significant equity position in a company. However, the consistency of today's corporate world is instability. Where is Maffei's attention directed in the midst of disorder, toward those boards where Liberty Media has an equity stake or those where it does not (Zillow and Starz)?

Under no circumstances can you convince me that an individual can simultaneously serve on the boards of seven publicly traded corporations (as well as be the CEO of one of those companies) and effectively represent the interests of the shareholders of all of them.

According to Intrabond Capital U.S., a strategy execution and management firm, the average board member spends at least 10 hours a month on board-related activities per corporation (including board and committee meetings and preparation and review of materials). In the case of Gregory Maffei, that would translate to 70 hours a month, beyond serving as CEO of Liberty Media....Looking for good news in all this? Ask the shareholders of Barnes & Noble and Electronic Arts. Maffei stepped down from those boards over the past two years.

[Source: <http://www.forbes.com/sites/forbesleadershipforum/2014/07/31/when-directors-like-gregory-.../>]

In November 2014, Fierce Cable published the article, *'Hell, yes!' Malone will go after TWC if Comcast can't close the deal*, stating:

Liberty Global Media Chairman John Malone hasn't given up on acquiring Time Warner Cable. Asked during Liberty's investor day event Wednesday if he'd go after the MSO if its proposed acquisition by Comcast was scuttled by regulators, Malone responded with an emphatic "Hell, yes." Not that he sees that prospect as likely—he put the chances of the FCC and Department of Justice approving the \$45 billion deal at 80 percent. "I probably would have said 90 percent when it was announced," Malone told CNBC's Chris Faber in a separate speaking engagement...

[Source: <http://www.fiercecable.com/node/75331/print>]

In June 2015, the Hollywood Reporter published the article, *John Malone: Charter-Time Warner Cable Deal Won't Face "Material" Regulatory Issues*, excerpted:

Malone also said that some shareholder groups have criticized that he and Liberty Media CEO Greg Maffei are sitting on too many corporate boards. "It's kind of silly," he said. People with a controlling vote in a company should sit on the respective board. "We do represent the various

Liberty groups,” Malone said. “To do otherwise, would be silly.” He quipped that he didn’t want to call shareholder groups silly, but “if it fits, they should wear it.”

[Source: <http://www.hollywoodreporter.com/print/799465>]

In June 2015, the Denver Post published the article, *Liberty Media pushes up executive pay in Colorado*, stating:

Gregory Maffei runs four companies and oversees billions of dollars of assets at the Liberty Media family of companies. Overworked, yes. Underpaid, not so much. Maffei reclaimed the title of Colorado’s highest-paid executive in 2014, a spot he also held in 2009 and 2012, with total compensation of \$124.1 million across four separate firms.

[Source: http://www.denverpost.com/business/ci_28391271/liberty-media-pushes-up-executive-pay-...]

In May 2015, Reuters published the article, *Charter’s Time Warner Cable bid faces \$2 billion regulatory question*, which is astonishing:

Time Warner Cable, entering into talks to be acquired by Charter Communications Inc just a month after regulators killed a proposed takeover by Comcast Corp’s, was determined not to get burned a second time. It won such an insurance policy on Tuesday, when Charter included as part of its \$56 billion takeover agreement a pledge to pay Time Warner Cable a \$2 billion breakup fee if the deal goes south. Comcast, by contrast, had made no such pledge and was able to walk away scot-free when its bid collapsed.

[Source: <http://mobile.reuters.com/article/topNews/idUSKBN0OB2P420150526?irpc=932>]

If correct, Charter’s Board flouted fiduciary duty by approving a significantly adverse position if government approval is not secured. If correct, and the Applications are denied, this audacious act could impair Charter and become unnecessarily adverse to consumers.

In June 2015, the Los Angeles Times published the article, *To sway regulators, Charter pledges to play nice on Internet*, which begins with a common perspective: “Charter is trying to convince the government that consumers will benefit if it is allowed to create a cable giant....” I suggest to the Commission that Charter’s key Directors, John Malone and Gregory Maffei, are not capable in their positions to focus on consumer benefit but rather increasing monetary value and a broad array of both national and international corporate influence. Charter’s Board must be swayed by John Malone’s and Gregory Maffei’s highly-influential non-consumer goals and intentions, and that swaying is the catalyst of the Applications.

► *Probable tainted public comment submitted to the FCC in favor of the Applications.*

With a letter dated September 4, 2015 the mayor of Turlock, California submitted a comment to the FCC in favor of the Applications. I discovered this on September 14 as I was reviewing submitted public comments listed at the FCC website. Of approximately 200 at that time, I chose to view one last comment before leaving the site, and the last was from my mayor. Immediately, I felt that it was not a coincidence, the mayor had not composed the letter, nor was it initiated by anyone at his office. I wrote Mayor Gary Soiseth and ended my letter with “No, you didn’t

compose the letter you signed on behalf of Charter, nor did anyone in your office initiate it.” He replied on September 18 using an official mayoral blank card containing a handwritten note:

Dear Shawn—

Thank you very much for reaching out to me regarding my stance on Charter Communications. While I’m sorry for your dispute with them, I believe this merger will be beneficial to consumers as a whole. My stance is based on a personal contact with staff at Charter and based on my own independent research. I would be happy to put you in contact with someone there regarding this topic and/or your dispute. Again, thank you for reaching out. I’m sorry you have lost faith in the electoral process—I’ll work hard to change that. Gary

According to the mayor, his comment to the FCC is based in part on a personal contact with staff at Charter. He is even happy to put me in contact with “someone there” at Charter. However, that note does not reveal the extent of influence in the mayor’s submitted comment.

According to information posted at LinkedIn.com, Mayor Soiseth is a third generation almond farmer focused on sustainable solutions to Turlock’s current diminishing groundwater resources, neglected local roadways, and inadequate highway interchanges. Located in central California, Turlock is surrounded by almond, peach and walnut orchards.

In his note, the mayor stated his stance was partly “based on my own independent research.” The official comment to the FCC, however, contains these very specific considerations:

“It would also promote diversity in its industry by building upon Time Warner Cable’s hiring and mentoring programs, external partnerships and programming options. These initiatives would cover major areas of concern in an industry where cultural diversity is often lacking.”

It is improbable for an untainted mayor focused on agricultural and road issues to originate such specific language about Time Warner Cable. His letter consists of twelve sentences and only the first two relate to Turlock. I suggest to the Commission that Charter and/or Time Warner Cable have infiltrated the public comment submissions process via chambers of commerce, mayors and others through unfair advantage and/or clandestine pressure subversive to the public.

Sincerely,

/s/ Shawn Sheridan

Shawn Sheridan
Turlock, California

cc: Vanessa Lemmé	Media Bureau	Vanessa.Lemme@fcc.gov
Ty Beam	Media Bureau	Ty.Bream@fcc.gov
Elizabeth McIntyre	Wireline Competition Bureau	Elizabeth.McIntyre@fcc.gov
Adam Copeland	Wireline Competition Bureau	Adam.Copeland@fcc.gov
Jim Bird	Office of General Counsel	TransactionTeam@fcc.gov

cc: Gary Soiseth Office of the Mayor, Turlock GSoiseth@turlock.ca.us
John L. Flynn Jenner & Block LLP JFlynn@jenner.com
Eric L. Zinterhofer Searchlight Capital Partners, LLC
Thomas M. Rutledge Charter Communications, Inc.
John C. Malone Liberty Broadband Corporation
Gregory B. Maffei Liberty Broadband Corporation
Craig A. Jacobson Hansen, Jacobson, Teller, et al., LLP
John D. Markley, Jr. New Amsterdam Growth Capital
Balan Nair Liberty Global, Inc.

Note: The backup related to this comment is too extensive and detailed to file electronically in a public format. Additional to the electronic filing, I will mail three identical compact discs which contain relevant PDFs of letters, emails, referenced articles, mailing labels, tracking information, historical billing statements, etc.

Appendix B

Comment Supplement by Shawn Sheridan

October 4, 2015

Shawn D. Sheridan
sheridan3398@yahoo.com

October 4, 2015

FILED ELECTRONICALLY

Ms. Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *In the Matter of Applications of Charter Communications, Inc. (“Charter”), Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to Transfer Control of Licenses and Authorizations*, MB Docket No. 15-149

Dear Ms. Dortch,

I respectfully submit this supplement to my comment dated September 27 to the Commission for the denial of the Applications referenced above. This supplement is not intended to present new issues, but rather clarify certain statements made and provide new information directly linked to my comment of September 27, 2015.

I presented in my comment to the Commission fact-based bullying, non-compliance, avoidance, maliciousness, withholding information from the FCC and more. On October 2—four days after my submission was posted and Directors of Charter and Charter’s counsel received a copy of my comment via direct email addresses—Charter disconnected my Internet service.

I note that with a letter dated October 2, 2015 John L. Flynn, of Jenner & Block LLP and counsel to Charter, submitted a comment that on September 30, 2015 representatives of Charter met via telephone with Federal Communications Commission staff, and that one of the two Charter staff involved was Larry Christopher, Vice President and Associate General Counsel, Litigation/Chief Compliance Officer. As noted by Mr. Flynn, “During the meetings, the Charter representatives discussed clarifications regarding the Commission’s data-related information requests....”

The following details were provided in my comment of September 27, but I now highlight only the communications that relate to Charter’s General Counsel and Larry Christopher:

<i>Letter</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking</i>	<i>State</i>
– 05/21/2014	General Counsel	Certified Mail	7013263000011...8078	MO
– 07/05/2014	General Counsel	Certified Mail	7014015000012...3940	MO

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
07/19/2014	General Counsel	Fax	314-909-0. .9	MO
		Certified Mail	7014015000012...4801	MO
07/22/2014	General Counsel	Fax	314-909-0. .9	MO
- 09/09/2014	Larry Christopher	Certified Mail	7013302000018...8779	MO
- 10/08/2014	General Counsel	Fax	314-909-0. .9	MO
-		First Class Mail	n/a	MO
- 10/21/2014	VP and Assoc GC	Fax	314-909-0. .9	MO
-		Certified Mail	7014182000017...4029	MO
- 10/31/2014	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	VP and Assoc GC	Fax	314-909-0. .9	MO
- 01/26/2015	Larry Christopher	Fax	314-909-0. .9	MO
- 02/04/2015	Larry Christopher	Priority Mail	940780369930001...8713 *	MO
- 03/08/2015	VP and Assoc GC-L	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

* Signature Confirmation delivery

VP and Assoc GC: Vice President and Associate General Counsel

VP and Assoc GC-L: Vice President and Associate General Counsel-Litigation

To grasp the magnitude of what is presented, Charter Communications has not acknowledged in any fashion my correspondence marked with a dash, addressed to Vice President and Associate General Counsel; General Counsel; Vice President and Associate General Counsel-Litigation; Larry Christopher, VP; Larry Christopher, Vice President and Associate General Counsel; or Larry Christopher, Vice President and Associate General Counsel-Litigation. There can be no doubt that Charter representatives decisively and collectively ignored me as an active customer.

Further evidence of Larry Christopher's direct involvement with my dispute can be realized by comparing Charter's arbitration clauses before and after October 1, 2014. Before October 1, the clause in the service agreement pertaining to "bundled" customers instructed that any "Notice of Intent to Arbitrate" should be attentioned to "General Counsel." After October 1, however, the attention was changed to "VP and Associate General Counsel, Litigation." Larry Christopher has been central in Charter inhibiting my unresolved billing dispute of almost 550 days.

* * *

In my comment of September 27, I stated: "Charter Communications has its customer care center placed snugly in a state that deals strictly with volunteerism. SCDCA was just another avenue by which Charter blatantly ignored me." To clarify, I refer to the fact that all customers, except for

Michigan residents, are directed to register complaints via Charter's office in South Carolina. Also, Charter's "Corporate Customer Escalation Department" is based in South Carolina.

* * *

In my comment of September 27, I stated: "Charter's Board must be swayed by John Malone's and Gregory Maffei's highly-influential non-consumer goals and intentions, and that swaying is the catalyst of the Applications." As a supplement, I present the following substantiation:

In May 2015, Bloomberg published the article, *John Malone to Reclaim Cable Throne With Time Warner Deal*, excerpted:

John Malone has returned to the U.S. cable industry with a vengeance.

Just two years ago, the man who made a fortune building Tele-Communications Inc. into a U.S. broadcasting titan was spending much of his time trying to repeat the trick in Europe through London-based Liberty Global Plc.

Yet Tuesday's \$55 billion bid by Malone's Charter Communications Inc. for Time Warner Cable Inc. shows the 74-year-old billionaire remains eager to grab a leading role in the industry consolidation taking place on both sides of the Atlantic.

"There's been no one as instrumental as Malone in this business," said Neil Campling, a senior analyst at Aviate Global in London. "He's also a banker at heart and does these deals not because he loves the industry, or there's a romance there, but because he's a shrewd businessman."

[Source: <http://www.bloomberg.com/news/articles/2015-05-26/john-malone-to-reclaim-cable-king-...>]

In May 2015, Variety published the article, *John Malone Reclaims Cable Crown with Charter-TW Cable Deal (Analysis)*, excerpted:

More than a year after getting outfoxed by Comcast's Brian Roberts in the hunt for Time Warner Cable, patience and perseverance have paid off for media giant John Malone.

Charter Communications' three-way deal to acquire TW Cable and Bright House Networks promises to create a cable and broadband footprint that will rival Comcast's size and scope and put Charter in the prime real-estate territory of New York and Los Angeles. Malone's Liberty Broadband, through its investment in Charter, will be able to exert meaningful influence again in the MVPD marketplace thanks to this bigger footprint. Assuming the transactions are approved by regulators, Liberty Broadband will be Charter's largest shareholder, owning about 20% of the equity and controlling 25% of the voting shares.

Malone has yet to publicly comment on the Charter transactions, but industry observers note he was a facilitator of the talks that led to a rich deal, valuing TW Cable at nearly \$57 billion, barely four weeks after Comcast pulled its \$45.2 billion offer. Liberty Broadband is making another \$5 billion investment in Charter as part of the transaction. And another Malone entity, Liberty Interactive, is making a \$2.4 billion investment in Liberty Broadband "in support" of the Charter deal.

[Source: <http://variety.com/2015/biz/news/john-malone-charter-time-warner-cable-deal-analysis-...>]

In May 2015, TheStreet published the article, *Charter Shareholders Are the Real Winners in Time Warner Cable Deal*, excerpted:

Time Warner Cable shareholders likely feel as though they won the lottery with Tuesday's takeover offer from Charter Communications. But the real winners may be those holding Charter stock.

...The Charter deal has none of those complications. For that reason, Charter was willing to include a \$2 billion payment to Time Warner Cable in the event that this deal would be rejected by regulators. Approval is "highly probable," said Macquarie analyst Amy Yon in an investor note on Tuesday.

[Source: <http://www.thestreet.com/print/story/13162718.html>]

In May 2015, TheStreet published the article, *John Malone Rides High as Cable Cowboy Remakes Pay TV, Again*, excerpted:

A deal to buy Time Warner Cable, the country's second-largest cable-TV operator, is quite a coup, even by Malone's standards.

"There is no one better able to come back in right now, take the reins over, than this guy," Leo Hindery, who headed Malone's Tele-Communications Corp before it was sold to AT&T in 1999, said in a phone interview from New York. "You want Edison around when you come up with a new light bulb, and he's no different for the cable-TV business."

Two years ago, Malone's Liberty Media took a 27% stake in Charter, a pay-TV operator that held just 4.2 million subscribers. Since then, Charter has increased its size to 5.9 million subscribers. The Charter investment, Hindery said, fulfilled Malone's desire to have a vehicle to re-enter a cable-TV industry.

"John is a shareholder's CEO," Hindery said. "He has done right by his shareholders again and again and again. He's also the greatest visionary of the multi-channel industry."

If regulators approve Charter's deal for Time Warner Cable, and a separate agreement to acquire privately-held Bright House Communications, it stands to grow to 23 million customers nationwide, well within striking distance of industry leader Comcast at 27 million.

The Time Warner Cable transaction, said Matthew Harrigan, a media analyst at Wunderlich Securities, is likely to be seen as a "career capping deal."

With Malone, though, you never know when he'll be back for more.

[Source: <http://www.thestreet.com/print/story/13163056.html>]

In February 2015, the New York Post published the article, *John Malone building assets to create a media empire*, excerpted:

Darth Vader is back—and he looks to be building the Death Star.

John Malone, whose byzantine cable-TV deals earned him the moniker, has Hollywood buzzing about a new plot to build Starz and his other far-flung assets into a powerful media empire.

After years of buying cable operators and other companies that distribute content, Malone is now targeting companies that own or produce programming.

The billionaire investor set tongues wagging last week when he bought a stake in Lionsgate, the force behind “The Hunger Games” film franchise and AMC’s hit “Mad Men.”

The stock-swap deal gives the Liberty Media chairman, who is also Starz’ largest shareholder, a seat on the board of the independent studio and a 3.4 percent ownership interest. In exchange, Lionsgate gets a 4.5 percent stake in Starz.

Malone could use Lionsgate’s movies and TV programming as a global content springboard to feed his pay-TV assets, including cable operator Charter Communications and Virgin Media in the UK.

“John likes the Lionsgate guys. He’s always been a scale player and an aggregator of assets,” said one source.

[Source: <http://nypost.com/2015/02/20/john-malone-building-assets-to-create-a-media-empire/>]

In April 2015, the Wall Street Journal published the article, *Media M&A May Soon Have Its Day*, excerpted:

Investors also speculate that Liberty Media Chairman John Malone may be trying to build a media giant, much as he has begun to do with cable via his investment in Charter Communications. Mr. Malone owns major voting stakes in Discovery Communications and Starz, as well as a smaller stake in studio Lions Gate Entertainment.

One thing he lacks is a broadcast network. These have benefited from rapidly growing, high-margin retransmission fees and are considered must-haves, even for smaller online TV bundles. Mr. Malone also is missing deals with the major sports leagues.

CBS would offer both of these, one reason some think Mr. Malone has his eye on the broadcaster. At a recent conference, Liberty Media Chief Executive Greg Maffei may have signaled his company’s appetite for a big deal. Responding to a question about his plans for the \$2.8 billion in cash held by Liberty Ventures, he said he was interested in “scaling up the capital” and that “all the money has been made in a couple of big deals when we swung for the right pitch.”

Gaining control of CBS would require buying the 79.7% voting stake held by Sumner Redstone’s National Amusement. Mr. Redstone, who is 91 years old, hasn’t shown interest in a sale but control of that stake will pass to a trust after he dies. The trust is likely more open to a sale of CBS or its sister company Viacom.

Other sellers could include smaller media companies such as AMC Networks, Scripps Networks Interactive or Madison Square Garden, which may be looking to combine forces or merge with a bigger company to gain more leverage in affiliate-fee negotiations. One

possibility is that Viacom could sell its Paramount Pictures movie studio and merge its cable networks with one of these firms.

And regulators might yet reject Comcast's deal. Even that won't necessarily derail consolidation, though. Charter announced recently it would buy Bright House Networks for \$10.4 billion. And Mr. Malone has said Charter would try to buy Time Warner Cable if the Comcast deal founders. Comcast's cliffhanger has yet to be resolved, but media matchmaking may be just getting started anyway.

[Source: <http://www.wsj.com/articles/media-m-a-may-soon-have-its-day-heard-on-the-...1428866918>]

In May 2015, the New York Times published the article, *For the Highest-Paid C.E.O.s, the Party Goes On*, excerpted:

It pays to work for John C. Malone.

The billionaire who built a cable and communications empire is 74, and no longer a chief executive himself. But Mr. Malone still exerts sway from various boardrooms, and the C.E.O.s at the companies he oversees are routinely among the best compensated managers on the planet. Last year, the largess was particularly notable.

Take Discovery Communications, the cable group behind Shark Week and shows like "Cake Boss." Mr. Malone spun Discovery out of his media group and still sits on the board. His choice for chief executive, David M. Zaslav, received total compensation worth \$156 million last year, making him the highest-paid chief of an American public company, according to the Equilar 200 Highest-Paid CEO Rankings, conducted for The New York Times.

Just behind Mr. Zaslav on the list of the highest-paid chief executives is Michael T. Fries of Liberty Global, an international cable and wireless group that Mr. Malone presides over as chairman. And while Mr. Fries made considerably less than Mr. Zaslav—\$44 million less—he still got a package worth \$112 million.

Gregory B. Maffei, one of Mr. Malone's closest lieutenants, was paid twice in 2014. As chief of Liberty Media, which owns the Atlanta Braves baseball team and a big stake in the satellite radio provider SiriusXM, Mr. Maffei received compensation of \$41.3 million. As chief of Liberty Interactive, a related company that owns stakes in home shopping networks, he received \$32.4 million. Mr. Malone, the chairman of both companies, awarded his friend a total of \$74 million last year, placing him sixth on the list.

Thomas M. Rutledge, another Malone confidant who oversees the regional cable operator Charter Communications, where Mr. Malone and Mr. Maffei are board members, was given a \$16 million package last year, an increase of 259 percent over 2013. Though Mr. Malone is not on the compensation committee that sets executive pay, Mr. Maffei is.

Taken together, the four C.E.O.s were awarded more than \$350 million last year, occupying three of the top six spots of the study conducted by Equilar, an executive compensation data firm.

"At John Malone's companies, there's still a great deal of inside baseball in setting executive pay," said Robert Jackson Jr., a professor of corporate governance at Columbia Law School.

“When you think about \$350 million among four men, it’s hard to see how that’s what they need to be paid competitively.”

“Media executives have perpetuated the myth that there is something so unique about success in this industry that C.E.O.s cannot be judged or paid by conventional standards,” said Michael Pryce-Jones, director of corporate governance at the CtW Investment Group, which pushes for shareholder rights. “Malone is an exponent of this fantasy, so it isn’t surprising to see it perpetuated at the companies he influences.”

While the package that placed [Mr. Zaslav of Discovery Communications] atop this year’s list reflected a new multiyear employment agreement (as did that of Mr. Fries), Mr. Zaslav has routinely made more than his corner office peers. The chief of Discovery since 2007, he reaped \$52.4 million in 2011, \$49.3 million in 2012, \$33.3 million in 2013 and now \$156 million last year, for total compensation of \$291 million since 2011.

Such sustained lavishness is enabled, in part, by the closely controlled structure of Mr. Malone’s companies. In each case, Mr. Malone and his allies heavily influence voting shares, while ordinary investors typically hold stock with fewer rights.

[Source: <http://www.nytimes.com/2015/05/17/business/for-the-highest-paid-ceos-the-party-goes-on...>]

In March 2015, the New York Post published the article, *‘King of Cable’ making waves ahead of TWC merger decision*, excerpted:

Don’t count out John Malone, the king of cable, just yet.

The Liberty boss is making a play to win whether or not Comcast’s \$45 billion deal to acquire Time Warner Cable gets a rubber stamp or gets KO’d by the Feds.

Liberty-backed Charter Communications, Malone’s so-called “horizontal acquisition machine” moved into acquisition mode Thursday.

Bloomberg reports that the Connecticut-based cable operator is holding talks to acquire Syracuse-based Bright House Networks to tuck another 2.5 million subscribers under its wing.

Independent telecom sector analyst Craig Moffett said the news sheds little light on whether Comcast’s big deal is kaput, but it is a significant chess move.

[Source: <http://nypost.com/2015/03/12/king-of-cable-making-waves-ahead-of-twc-merger-decision/>]

In March 2015, the Tampa Bay Times published the article, *If Bright House Networks sells to Charter, it’s a new cable TV world in Tampa Bay*, excerpted:

Cable TV times are a-changing, fast, in the Tampa Bay market.

On the heels of Verizon selling its FiOS TV, Internet and landline phone businesses in this metro area to Frontier Communications, we now hear Bright House Networks—the other major cable player here—might soon be bought.

Bright House looks to be worth \$10 to \$12 billion, reports say. The cable company also runs the Bay News 9 local news channel and has its name on the Philadelphia Phillies spring training complex in Clearwater.

If reports of the Charter negotiations are on target and a Bright House deal does happen, then the bulk of the Tampa Bay TV and Internet market will be in the hands of two new players to the metro area.

Frontier has grown by expanding its cable holdings in rural parts of the country, making Tampa Bay a strategic leap to enter larger markets. Its purchase last month of Verizon's TV, Internet and landline phone businesses in Florida, California and Texas was pegged at \$10.5 billion.

The larger Charter Communications operates in 28 states.

Curiously, both Frontier and Charter happen to be headquartered in the same city: Stamford, Conn.

Charter's market value is \$21.7 billion. Frontier's value is just over \$7 billion.

Media reports, citing J.D. Power surveys of customer satisfaction of their cable TV operators, generally give below-average marks to both Charter and Frontier.

That might not bode well for the Tampa Bay market.

Why is there such turnover in our cable TV companies? The industry seems to be consolidating, a possible sign that smaller companies see tougher cable TV times ahead and larger companies are looking for greater size to seek economies of scale.

[Source: <http://www.tampabay.com/news/business/charter-communications-eyeing-deal-.../2221134>]

Back in August 2014, The Hollywood Reporter published the article, *John Malone: Combined Fox-Time Warner Would Be 'Very Powerful'*—which seems quite revealing—excerpted:

Liberty Media chairman John Malone on Monday discussed the planned Comcast-Time Warner Cable deal and a possible 21st Century Fox deal for Time Warner.

Asked about the entertainment conglomerates' potential combination at the annual shareholder meeting of Liberty Media, which was webcast, Malone said it would create "a very powerful programming enterprise with lots of market power." He also described the possible deal as an issue, "which clearly raises all kinds of consolidation, [monopoly] and market power issues for both [the Justice Department] and the FCC."

Discussing Charter's deal, Malone reminded investors that Charter originally had gone after all of TWC. He argued that the deal Charter got in the end was "superior to the one they started with," saying "shareholders are better off" than if Charter had bought all of TWC.

[Source: <http://www.hollywoodreporter.com/news/malone-talks-fox-time-warner-723092>]

In November 2014, Deadline published the article, *Does John Malone Lust After TW Cable? "Hell, Yes!" (If Comcast Deal Tanks)*, excerpted:

Liberty Media Chairman John Malone hasn't lost his lust for Time Warner Cable. That's the unmistakable message he delivered today at Liberty's Investor Day gathering when he was asked whether Charter—where he's the top shareholder—would take another run at TWC if its current \$45 billion deal with Comcast falters. "Hell yes," Malone said, reaffirming his reputation as one of media's most reliable straight shooters.

Malone quickly added, though, that he's "totally happy" with Charter's current system swap agreements with Comcast that would make Charter a strong No. 2 cable operator, dominant in 10 states mostly in the mid-West. "In many ways, from our point of view, it's a better deal than going after 100%" of TWC, Malone says.

[Source: <http://deadline.com/2014/11/liberty-media-john-malone-comcast-time-warner-...1201289131/>]

In November 2014, Market Insider published the article, *Malone Says Charter Will Try to Buy Time Warner Cable if Comcast Deal Falls Through*, excerpted:

Malone told shareholders at Liberty's investor day that he would pursue "an outright purchase" of Time Warner Cable if regulators don't approve the Comcast deal.

[Source: <http://www.marketsinsider.com/malone-says-charter-will-try-to-buy-time-warner-.../317874/>]

If Charter's counsel or other representatives attempt to construe my comment(s) to the FCC as an attempt to tarnish John Malone's character, that would be an incorrect assessment. As previously suggested, Mr. Malone's business interests are not founded upon consumer benefit, meaning that the catalyst of the Applications is not based upon consumer benefit. There can be no doubt that John Malone and Gregory Maffei played fundamental roles in the Applications. As reported in so many ways, their fundamental interests are shareholder benefits and corporate influence.

As news articles have mentioned, a deal with Time Warner Cable occurred in which Charter is liable for a \$2 billion fee if the Commission denies the Applications. How can that adverse act be considered anything other than a flagrant breach of fiduciary duties adverse to Charter? What was the purpose of that arrangement? To confirm seriousness or to thoroughly pressure the FCC?

* * *

In May 2015, the Wall Street Journal published the article, *Charter to D.C.: We're No Comcast*, excerpted:

The deal will be the first test of this magnitude for Charter's modest D.C. lobbying operation headed by executive vice president of government affairs Catherine Bohigian. She was hired from Cablevision Systems Corp. two years ago by Mr. Rutledge to start and staff Charter's D.C. office from scratch—right about when Charter began courting TWC.

If regulators block the deal, Charter could owe Time Warner Cable about \$2 billion, or Time Warner Cable could be responsible for the breakup fee if it accepts an offer from a rival suitor, people familiar with the matter said.

Ms. Bohigian, Charter's point person in Washington, spent seven years at the FCC earlier in her career, serving as an advisor to former Chairman Kevin Martin and head of the agency's office of strategic planning and policy. Her small internal team will get outside help from outside lawyers who will focus on the reviews by the Federal Communications Commission and antitrust regulators.

A major factor will be whether any major resistance develops from media companies and public interest groups—as it did in the case of Comcast's deal.

FCC Chairman Tom Wheeler issued a statement on Tuesday reiterating that the companies must prove the deal would benefit consumers.

Some of the analysts said eventually Charter may need to raise broadband prices for consumers to recoup its pricey investment on the deal, since the traditional pay TV business is under pressure.

“Broadband pricing is almost an insurance policy for cable operators in that if all else fails, you've always got the option to raise broadband rates,” said Craig Moffett, analyst at MoffettNathanson. But he noted that there's an “obvious danger” to that on the regulatory front, so Charter is likely to be cautious in the near term.

[Source: <http://www.wsj.com/articles/charter-positioning-twc-merger-for-washington-1432656619>]

Charter did not present an easy sell to the Commission with clear consumer benefit, but instead prepared for battle and elaborately-woven intrigue. In January 2015, CED Magazine published the article, *Charter adds 3 to government affairs team*—which blatantly mentions a nationwide campaign to influence local, state and federal level officials—excerpted:

Charter Communications announced this morning that it had hired three executives for the company's government affairs team.

Adam Falk was named senior vice president, government affairs while Waldo McMillan and Tamara Lipper Smith were hired to the roles of vice president, government affairs. All three will report to Catherine Bohigian, executive vice president of government affairs at Charter.

Falk will be tasked with working on Charter's legislative and regulatory goals at the local and state level and will manage the company's local and state government affairs team. McMillan will oversee Charter's federal legislative efforts while working with Paul Cancienne who shares the same title.

“We are pleased to welcome these three highly respected new leaders to our team,” said Bohigian. “Their wide-ranging expertise and overall knowledge of the industry and government affairs will serve our team well as we work to advance Charter's regulatory priorities at the local, state and federal levels.”

Smith most recently served as a special advisor in the FCC's Office of Strategic Policy and Planning, where she was responsible for communicating key agency initiatives, directing outreach, media relations and communications strategy for the Incentive Auction Task Force. Upon her arrival at the agency in 2006, Smith served as the chief spokeswoman and communications adviser for the agency's chairman.

[Source: <http://www.cedmagazine.com/news/2015/01/charter-adds-3-to-government-affairs-team>]

In January 2015, Fierce Cable published the article, *Charter beefs up government relations team with 3 exec hires*, excerpted:

Charter Communications has added three executives to its government relations team, highlighted by the addition of former Cablevision operative Adam Falk as senior VP, government affairs. According to a company announcement released Thursday, Falk will be responsible for achieving Charter's legislative and regulatory goals at the local and state level and will manage the MSO's local and state government affairs team.

[Source: <http://www.fiercecable.com/node/76936/print>]

In July 2015, The Hill published the article, *Charter lobbies up in merger bid*, excerpted:

The hires bring the company's total number of outside lobbyists to nine.

"In general we don't want to find that we're in a crucial part of the process and find that we don't have the resources to do what we need to do," said Alex Dudley, Charter's Senior Vice President of Communications, when asked about the hires.

Charter made the lobbying hires to better allow it to respond to the intense scrutiny that comes with a deal of this size, according to Dudley.

"When we contemplate running a transaction like this through the Washington approval process, we have a staff in D.C. of less than ten," he said. "When you start to think about how do you go about telling your story to all of the different people who can have an impact on its success inside the Beltway, you look at 10 people and say there is no way we can do that. So we have to get help."

For its part, Dudley indicated that Charter's tactics will be calibrated as the deal moves forward but said that the company does not intend to begin its efforts by running a "political style campaign."

"We'll make our case, and we'll make it as loudly as we think we need to," he said, before noting in an email that "we don't want to be overbearing."

[Source: <http://thehill.com/policy/technology/248410-charter-lobbies-up-in-merger-bid>]

Mr. Dudley stated, "...you look at 10 people and say there is no way we can do that. So we have to get help." I suggest to the Commission that Charter has knowingly and deliberately withheld the knowledge of the breadth and depth of the "help" initiated at local, state and federal levels.

In my comment of September 27, I stated: "I suggest to the Commission that Charter and/or Time Warner Cable have infiltrated the public comment submissions process via chambers of commerce, mayors and others through unfair advantage and/or clandestine pressure subversive to the public." After submitting my comment, I decided to learn more about my mayor. I searched YouTube and discovered that "Charter Communications Local Edition" interviewed the mayor of Turlock (my city) and posted it on July 27, 2015[†], three weeks after a Charter vice president

wrote to me via FedEx overnight service as though totally unaware of the details of my dispute that had been on-going for 15 months.

† http://youtu.be/dx_SJccf6Qg ‘California Edition with Turlock Mayor Gary Soiseth’ posted by CharterLocalEdition

I could hardly watch the interview as a Charter representative asked the mayor one question after another about local groundwater issues. I kept thinking, “Why would a cable and Internet service provider based outside of California care about local groundwater resource issues, so much so that an interview with the mayor is produced and posted on YouTube as a ‘Local Edition’? What interest is it of Charter than to sway local officials for corporate benefits and work to gain favor for such a time as the FCC’s public comments process?” Is a nationwide broadband provider really interested in Turlock area groundwater resource issues? As a consumer, it was sickening.

The Commission’s Public Notice DA 15-1010, released September 11, 2015, states:

We seek comment from interested persons to assist the Commission in its independent review of all proposed transfers of licenses and authorizations....

I suggest to the Commission that there is a significant difference between accepting comments from the general public and accepting comments from public officials. I am one voice. When a public official, such as a mayor or congressional member submits a comment as an interested person, the representation is different, and immediately becomes both unfair and unproven in representing the public at large. Those in political positions that present a comment on behalf of the Applicants can not prove that those they represented were agreeable. Representatives have not and can not prove prevailing agreement with his or her position—if evidenced, perhaps 80% of those represented would agree, perhaps 8%, or perhaps only 0.8%.

Allowing the weight of comments from public officials in the same process as the general public conduces an unfair advantage. Public officials are inherently political; and it is well documented that politicians can be swayed behind-the-scenes by major corporate donors, major contributors to local economies, major influence to local voters, etc., in favor of interests adverse to consumer benefits, whether intentional or not.

Do public officials represent local businesses in the public comments process? If yes, then why would “represented” businesses be allowed to submit opposing comments? Of course a business is allowed to submit a comment on behalf of its own interests that may not be the position of any relevant public official, so it should be with all consumers. The mayor of Turlock, California presented a favorable comment on behalf of my city when my position was not favorable. Mayor Gary Soiseth does not represent my position in this matter, and he did not provide proof that he accurately or faithfully represented the position of any resident of Turlock whatsoever, though he presented his comment on official letterhead as the mayor.

As I suggested previously, the public comments process has been overrun by unfair advantage and/or clandestine pressure via unproven representations. Those who have commented to the Commission using official letterhead in their elected capacity should not be considered interested persons but rather interested constituencies, which is not what was stated in the Public Notice.

I suggest to the Commission that commenters presented as representative of particular groups of the public—constituencies—should either be disqualified in the process or considered with the same weight as a single consumer, which should generate inquiries as to how they became so informed of New Charter’s benefits. It is offensive to me as an interested person that a plethora of public officials have representatively commented in the Applicants’ corporate favor, as though coordinated lobbyist efforts have occurred at local, state and federal levels to feign the public.

I urge the Commission to require Charter Communications to provide a detailed explanation as to why my Internet service was disconnected on October 2, 2015.

Sincerely,

/s/ Shawn Sheridan

Shawn Sheridan
Turlock, California

cc: Vanessa Lemmé	Media Bureau	Vanessa.Lemme@fcc.gov
Ty Beam	Media Bureau	Ty.Bream@fcc.gov
Elizabeth McIntyre	Wireline Competition Bureau	Elizabeth.McIntyre@fcc.gov
Adam Copeland	Wireline Competition Bureau	Adam.Copeland@fcc.gov
Jim Bird	Office of General Counsel	TransactionTeam@fcc.gov
Gary Soiseth	Office of the Mayor, Turlock	GSoiseth@turlock.ca.us
John L. Flynn	Jenner & Block LLP	JFlynn@jenner.com
Eric L. Zinterhofer	Searchlight Capital Partners, LLC	
Thomas M. Rutledge	Charter Communications, Inc.	
John C. Malone	Liberty Broadband Corporation	
Gregory B. Maffei	Liberty Broadband Corporation	
Craig A. Jacobson	Hansen, Jacobson, Teller, et al., LLP	
John D. Markley, Jr.	New Amsterdam Growth Capital	
Balan Nair	Liberty Global, Inc.	

Note: The backup related to my comment, in the form of three identical compact discs containing relevant PDFs of letters, emails, articles, mailing labels, tracking information, billing statements, etc., has been sent via Priority Mail. However, I will mail three identical updated compact discs as replacements.

Appendix C

Comment Addition by Shawn Sheridan

October 9, 2015

Shawn D. Sheridan
sheridan3398@yahoo.com

October 9, 2015

FILED ELECTRONICALLY

Ms. Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *In the Matter of Applications of Charter Communications, Inc. (“Charter”), Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to Transfer Control of Licenses and Authorizations*, MB Docket No. 15-149

Dear Ms. Dortch,

I respectfully submit the following, which is an addition to my comment dated September 27 and partly a continuation of my supplement dated October 4, 2015, submitted to the Commission for the denial of the Applications referenced above.

I suggest to the Commission that conducting an independent analysis of the comments received from the public for MB Docket 15-149 would reveal a nationwide campaign to improperly affect the Commission’s independent review of the Applications, and reveal unique characteristics of who has and has not commented publicly.

As an interested person, I viewed the public submissions from 258 unique commenters for this matter, and of those the following summarizes the submitters who presented as a state or local level representative, chamber of commerce representative, or not-for-profit representative:

	<i>State-level rep.</i>	<i>Local-level rep.</i>	<i>Chamber of Commerce</i>	<i>Not-for-profit rep.</i>	<i>Total</i> [sorted by]
California	9	19	7	22	57
Texas	9	-	18	4	31
New York	-	4	12	14	30
Michigan	3	9	2	3	17
Tennessee	9	4	1	2	16
Florida	3	-	5	5	13
Montana	1	-	4	2	7
Wisconsin	1	-	1	5	7

	<i>State-level rep.</i>	<i>Local-level rep.</i>	<i>Chamber of Commerce</i>	<i>Not-for-profit rep.</i>	<i>Total [sorted by]</i>
Colorado	3	2	1	-	6
Missouri	1	-	-	5	6
Ohio	-	-	3	2	5
North Carolina	2	-	1	1	4
Louisiana	-	1	-	3	4
Maine	-	-	-	2	2
Kansas	-	-	2	-	2
Wyoming	1	-	-	-	1
Minnesota	-	-	1	-	1
Nebraska	-	-	1	-	1
South Carolina	-	-	-	1	1
Totals	42	39	59	71	211

Much can be noteworthy from this information.

- With a total of 31 representative-type comments from the state of Texas, not one came from a local official. Without a single comment from a local-level official, 18 chambers of commerce in Texas presented a favorable comment.
- With a total of 30 representative-type comments from New York, none were from a state-level representative.
- Of the 28 states in which Charter operates, one-third did not make the list.
- Of the representative-type comments from Missouri, Charter’s home base, not one came from a local level or chamber of commerce representative. And nothing from Connecticut.
- From Charter’s base of South Carolina—sales and address for customer complaints—not one came from a state level, local level, or chamber of commerce representative.
- Of 258 unique commenters, 82% (211) represent interested groups of the public or interested constituencies without proof of consensus. All 211 are unproven representations.

At Charter.com the About Us webpage reads: “Charter today employs approximately 23,000 and provides services to more than 6 million customers in 28 states.” How is it that of 6 million Charter customers, about 30 unique consumers submitted a public comment? That’s 0.000005%.

I suggest to the Commission that the current public comments process has been infiltrated to purposely influence the independent review process; and this can be further realized by viewing a trend in the comments submitted by chambers of commerce and others across the U.S.:

The Minnesota Chamber of Commerce represents over 2,300 businesses throughout the state of Minnesota. As the voice of Minnesota businesses on statewide policy issues....The Minnesota Chamber of Commerce respectfully requests that the FCC approve all matters related to this merger promptly.

The Missoula Area Chamber of Commerce is the voice of business in Missoula County...We are excited by New Charter's commitment to invest \$2.5 billion into networks in commercial areas.

* * *

As a member-driven organization, the Montana Chamber of Commerce represents the interests of business, ranging from small mom-and-pop operations to large companies...The new company would commit \$2.5 billion to the commercial sector and would build out residential lines, improving both industry competition and local infrastructure.

* * *

With nearly 700 members that employ more than 12,000 people, the Fremont Chamber of Commerce represents a vibrant, regional business community in eastern Nebraska... Specifically, we are told, the greater financial strength of the unified operations would lead to investment of at least \$2.5 billion to upgrade commercial lines to fiber-optics....Therefore, based on their assurances to us, we believe New Charter would be a great partner....

* * *

The Florida Chamber of Commerce is pleased to support Bright House Network's merger with Charter Communications and Time Warner Cable into New Charter....New Charter would be committed to infrastructure investment. It would devote at least \$2.5 billion towards commercial networks, contributing important upgrades and competition into this influential market.

* * *

[Clearwater Regional Chamber of Commerce:] We understand that New Charter plans to invest \$2.5 billion toward commercial networks, contributing important upgrades and competition into this influential market and to provide substantial investment throughout the entire State.

* * *

[Polson Chamber of Commerce:] New Charter would make investments in infrastructure. It would set aside at least \$2.5 billion for upgrading commercial networks.

* * *

[Lakeland Area Chamber of Commerce:] For example, New Charter has committed to \$2.5 billion in commercial networks and would build out one million residential line extensions.

* * *

[San Diego Regional Chamber of Commerce:] The proposal promises to bring in at least \$2.5 billion in new commercial infrastructure investment, much of which will be invested in areas where the Charter Communications currently does not operate.

* * *

With more than 10,000 members, the Greater Cleveland Partnership (GCP) is a membership association of Northeast Ohio companies and organizations and one of the largest metropolitan chambers of commerce in the nation....Specifically, it would commit at least \$2.5 billion to build out commercial network lines and put up one million new residential lines....

* * *

On behalf of the Greater Riverside Chambers of Commerce and its more than 1,300 members representing over 100,000 jobs in Inland Southern California, I am writing to support a proposed merger....New Charter would invest \$2.5 billion in building out commercial networks, contributing to necessary improvements and encouraging competition.

* * *

The Buffalo Niagara Partnership is the region's private sector economic development organization and regional chamber of commerce....In the near future, our state will benefit from a \$2.5 billion expansion in the build-out of networks into commercial sectors.

* * *

At the Finger Lakes Chamber of Commerce, we serve as the voice of our local business community....We have [been] made aware of a major change in the cable broadband industry. The potential merger of Charter Communications, Time Warner Cable, and Bright House Networks into New Charter....

* * *

[Capital Region Chamber:] Today, we are writing to share with you a major proposal in the cable broadband industry that we believe would positively impact our region....New Charter would also invest at least \$2.5 billion in the building-out of networks into commercial areas, creating additional, much-needed competition in the commercial sector.

* * *

[Ulster County Regional Chamber of Commerce:] New Charter would also invest at least \$2.5 billion in the building-out of networks into commercial areas, creating additional, much-needed competition in the commercial sector.

* * *

[Adirondack Regional Chamber of Commerce:] New Charter plans to also invest at least \$2.5 billion in the building-out of networks into commercial areas, creating additional, much-needed competition in the commercial sector, vital to our continued economic growth in the region.

* * *

[Rockwall Chamber of Commerce:] As noted in the merger proposal, it would invest \$2.5 billion in commercial network lines and would build out one million residential lines.

* * *

[Texas Association of Business:] The merging companies have already agreed to commit \$2.5 billion to commercial lines and invest in building out one million residential lines.

* * *

[Granbury Chamber of Commerce:] It would contribute \$2.5 billion to commercial networks and build out one million residential line extensions.

* * *

[Rio Grande Valley Partnership:] Specifically, it would commit at least \$2.5 billion to build out commercial network lines and put up one million new residential lines.

* * *

[Fort Worth Chamber of Commerce:] ...New Charter plans to build out one million residential network lines. It would also invest at least \$2.5 billion in the building of commercial networks.

* * *

[Southlake Chamber of Commerce:] Bandwidth is critical to a fast-paced office, with businesses that effectively harness bandwidth growing at a rate three times their competitors, according to The Boston Consulting Group. Knowing these facts, we are increasingly engaged in the telecommunications industry.

* * *

I suggest that whoever is responsible for the language used by many chambers of commerce that submitted favorable comments as though independent and spontaneous should be exposed. As an example, the following came from the South San Antonio Chamber of Commerce:

The company would offer consumers the latest innovations by committing to investing in products that will drive the future of technology. This would include bringing all customers to full digitization and providing a cloud-based guide....Each of these commitments ensure all customers would have access to the latest innovations, allowing them to leverage the Internet in their personal and professional lives.

* * *

The trend of mentioning the \$2.5 billion investment did not stop at chambers of commerce:

[Lexington Medical Center Foundation:] New Charter has also committed to build out one million line extensions into residential areas and invest at least \$2.5 billion into commercial areas.

* * *

[Greater Ridgewood Youth Council:] The merger proposal outlines substantial goals, including investing \$2.5 billion dollars in commercial networks and building out one million residential line extensions.

[Montana Rural Education Association:] New Charter's investments would include at least \$2.5 billion for commercial networks and a promise to build out one million residential line extensions.

* * *

[Western Upper Peninsula Planning and Development Region:] Their plan to invest \$2.5 billion across their footprint supports the electrical infrastructure needed to do business in today's marketplace.

* * *

[Salvadori Center:] One type of infrastructure that needs consistent upgrading is in the broadband sector. We're impressed with New Charter's commitment to investing \$2.5 billion to build-out networks into commercial areas. The merger would also result in one million line extensions into residential areas beyond where Charter currently operates.

* * *

[Inland Empire Economic Partnership:] Dependable broadband is essential for businesses to be successful, Charter is committed to build out 1 million line extensions of our network into residential areas within our footprint beyond where they are currently operating.

* * *

[Mayor Pro Tem, City of Grand Junction, Colorado:] New Charter will build out one million line extensions beyond their current operating area, to bring high speed internet to more families and businesses.

* * *

[Business Council of New York State, Inc.:] Moreover, New Charter will invest \$2.5 billion in commercial areas beyond where they currently operate, adding competition to the commercial sector, and build out one million line extensions into residential areas....

* * *

[City Manager, Hudsonville, Michigan:] It is my understanding that the proposed merger will lead to these and other investments and service enhancements by Charter Communications:

- \$2.5 billion in investment to build-out networks in commercial areas within Charter's region of service.
- Buildout of a million line extensions of Charter's networks to homes within its franchise areas.

* * *

[Bienvenidos Community Health Center:] Additionally, New Charter will invest \$2.5 billion for commercial networks and the build out of one million residential line extensions, particularly focused in underserved regions.

* * *

[Mohawk Valley Economic Development Growth Enterprises Corp.:] This would include building out one million line extensions of its networks into residential areas and investing \$2.5 billion in building commercial networks, thereby adding competition in the commercial sector.

* * *

[Central Florida Partnership:] This substantial commitment includes investing at least \$2.5 billion in commercial networks and promising to build out one million residential line extensions. In Central Florida, we know that this type of investment is rare, but also desperately needed.

* * *

On behalf of the Associated Industries of Florida, I am writing today in regard to MB Docket No. 15-149 and to show our organization's support of the proposed New Charter merger that has the potential to bring in at least \$2.5 billion in new commercial infrastructure investment and thousands of jobs back in from overseas.

* * *

What can be more of an unfair advantage against consumers than the commenter who submitted a comment as the Executive Director of the New York State Snowmobile Association and a separate comment as Supervisor of the Town of Poestenkill, both containing identical paragraphs and other similar sentences?

[New York State Snowmobile Assoc.:] We also look forward to New Charter's commitment to invest heavily in our region's infrastructure with their pledge to build out one million residential line extensions. They would also invest at least \$2.5 billion in the building-out of networks into commercial areas, injecting much-needed competition into the marketplace.

* * *

There are at least two comments submitted that use the same language with inserted differences:

[Business Council of New York State, Inc.:] We recognize that the information and communications sector is an increasingly critical component of a healthy economy....The Business Council understands that access to a reliable 21st Century communications infrastructure—with competitive options for service—is essential for New Yorkers in their homes, schools and workplaces.

* * *

[Orange County Partnership:] The Partnership recognizes that the information and communication sector is an increasingly critical component of a healthy economy....We also understand that access to reliable 21st Century communications infrastructure, with competitive options for service, is a necessity for Orange County residents in their homes, schools and workplaces.

* * *

[City Council President, City of Cohoes:] It is our understanding that New Charter recognizes these factors and has committed to invest \$2.5 billion in commercial areas to create additional, much needed competition in the commercial sector.

* * *

[Retail Council of New York State:] It is our understanding that New Charter recognizes these factors and has committed to invest \$2.5 billion in commercial areas to create additional, much needed competition in the commercial sector.

* * *

[District Supervisor, Stanislaus County:] Additionally, New Charter will invest in California's technology and infrastructure, pledging to spend at least \$2.5 billion building out commercial networks as well as building out one million residential line extensions.

* * *

[San Bernardino County's Fourth District:] As part of its proposal, New Charter pledged to spend at least \$2.5 billion on building out commercial networks as well as building one million residential line extensions.

* * *

[Riverside City Councilman:] It would spend at least \$2.5 billion on commercial networks and would build out one million residential line extensions.

* * *

[Grand Junction City Council:] New Charter, the company that will be formed from the merger, has agreed to invest in the build out of 1 million line extensions of their networks into residential areas that have previously been without service. They are also committed to a \$2.5 billion investment in the build out of networks into commercial areas.

* * *

[Mayor Pro Tem of Anaheim, California:] These advanced services will be offered at a low market price tag, allowing residents of all backgrounds access to the latest technology. With regard to the business community, New Charter will extend its commercial network which is much needed by small business owners.

* * *

[Mayor of Montebello, California:] For the business community, there will be \$2.5 billion invested in extending the services to commercial areas.

* * *

[Mayor Pro Tem of Apple Valley, California:] ...a pledge to spend at least \$2.5 billion on commercial networks, an undertaking to build out one million residential line extensions....

[Rebuilding Together Long Beach:] In addition, New Charter would invest in community development by committing to building out one million residential line extensions and investing \$2.5 billion in building out commercial networks.

* * *

[State Representative Mike Kuglitsch:] Additionally, Charter has committed to build-out one million line extensions in residential areas and plans to invest at least \$2.5 billion in the build-out of networks into commercial areas.

* * *

[Senator Rick Gunn:] For example, New Charter's commitment to invest at least \$2.5 billion in commercial networks would contribute to a much more competitive commercial space.

* * *

[State Representative Brandt Iden:] Building on the legacies of Charter Communications, Time Warner, and Bright House Networks, New Charter would invest heavily in several areas, including an investment of at least \$2.5 billion in commercial networks and a build out of one million residential line extensions.

* * *

[Senator Kerry Donovan:] The company is planning to build out one million line extensions into residential areas that will help provide better service to rural regions of the country.

* * *

[State Representative Mille Hamner:] The company is planning to build out one million line extensions into residential areas that will help provide better service to rural regions of the country.

* * *

[State Representative Angela Williams:] Recognizing the need for modern fiber-optic networks, New Charter would invest \$2.5 billion into commercial networks and would build out one million residential line extensions.

* * *

[State Representative Jose Felix Diaz:] It would spend at least \$2.5 billion on commercial lines and would build out one million residential extensions.

* * *

[State Representative Alan Williams:] For example, New Charter would spend at least \$2.5 billion on commercial networks and would build out one million residential line extensions.

* * *

[Senator Bob Huff:] They have pledged to spend at least \$2.5 billion on building out commercial networks as well as building one million residential line extensions.

* * *

[Chairman, California State Board of Equalization:] New Charter's pledge to spend at least \$2.5 billion on building out commercial networks as well as building one million residential line extensions....

* * *

[State Representative Giovanni Capriglione] The work would include a \$2.5 billion investment into commercial networks and a build out of one million additional residential lines.

* * *

[State Representative Col. Rocky Chavez:] They have committed to spend at least \$2.5 billion on building out commercial networks.

* * *

[Senator Becky Massey:] New Charter's commitment is more than just talk; it has agreed to contribute at least \$2.5 billion to build out commercial lines across its national footprint.

* * *

[San Diego North Economic Development Council:] Moving forward, New Charter would inject at least \$2.5 billion in new commercial networks and would build out one million residential lines. Our nation's broadband is quickly falling behind the pace of technology.

In my supplementary comment to the FCC of October 4, I provided an excerpt of a news article that stated: "Liberty Broadband is making another \$5 billion investment in Charter as part of the transaction. And another Malone entity, Liberty Interactive, is making a \$2.4 billion investment in Liberty Broadband "in support" of the Charter deal." John Malone's Liberty companies plan to inject billions "in support" of Charter's merger plans.

If consumer benefit is at the forefront, then why is 'New Charter' necessary with funds like that available for investment today? What's wrong with just investing billions in a broadband service provider that operates across 60% of the continental U.S. today?

Why does the "Liberty Broadband Corporation" contain the word "Broadband"? At the website LibertyBroadband.com, the About Us page states:

Liberty Broadband Corporation holds ownership interests in Charter Communications, Inc. and TruePosition, Inc., as well as a minority equity interest in Time Warner Cable Inc. Charter Communications, Inc. is one of the largest providers of cable services in the United States, and TruePosition, Inc. develops and markets technology for locating wireless phones and other wireless devices on a cellular network.

This week the Dakota Financial News mentioned the following in an article:

TruePosition is a provider of mission-critical location based solutions enabling wireless carriers and government agencies to provide public safety E-9-1-1 services domestically and services in support of national security and law enforcement across the world.

[Source: <http://www.dakotafinancialnews.com/insider-selling-liberty-broadband-corp-...486308/>]

Liberty Broadband Corporation owns 100% of TruePosition, which is not a broadband service provider. Therefore, the corporation consists of TruePosition and investments in providers. What could be the answer but that John Malone and Gregory Maffei have big plans for ‘New Charter’?

In my comment of September 27, I stated: “It is probable that Charter’s new terms of service, effective in October 2014, was a result of my dispute which began in April 2014, with my first letter addressed to Tom Rutledge, CEO.” It is also probable that the special shareholder meetings of September 21 and 23 were used to deflect focus from the personal ambitions of John Malone, Gregory Maffei and Tom Rutledge.

On May 25, 2015 I sent a letter to Charter, which detailed alleged violations of California Civil Code, Title 1.5, Chapter 3, Section 1770 (a) (3), (7), (9), (13), (14), (19), and Chapter 4, Section 1781 (a); and I copied only one person, “Gregory Maffei, a Director of Charter Communications, President and CEO of Liberty Broadband.” On May 31, 2015, the New York Times published the article, *Capturing a Prize in Cable*, which shielded Mr. Malone and Mr. Maffei, excerpted:

From a corporate takeover standpoint, Charter had publicly battled for control of Time Warner Cable for the last two years. For Mr. Rutledge, Charter’s chief executive, it was the conclusion of a personal quest that goes back more than a decade.

“People think that idea came to me from other people,” Mr. Rutledge said about the latest deal, alluding to news articles about the behind-the-scenes influence of John C. Malone, the billionaire media executive who is the primary backer of Charter. “But it is actually something that I have been pursuing for a long time.”

[Source: http://www.nytimes.com/2015/06/01/business/media/capturing-a-prize-in-cable.html?_r=0]

On June 25, 2015 I submitted the following complaint to the Commission online:

The attached letters I am providing to the FCC could be considered whistleblower information if it were not for the fact that it pertains to me personally as a California consumer actively receiving Internet-only, non-Term Contract service from Charter Communications, Inc. My Internet service began in April 2013, and April 2014 is when I initiated a billing dispute that has remained open and unresolved for more than 425 days. Today I read online that Charter submitted a 362-page Public Interest Statement to the FCC dated June 25. Exactly one month ago, on May 25, I submitted to Charter the attached letter and copied it to a key member of Charter’s Board of Directors. This letter is the tip of the iceberg compared to the amount of correspondence involved in my on-going individual dispute with Charter that has the potential to affect more than one million similar customers. It is very safe to say that the most influential members of Charter’s Board of Directors are aware of my dispute and have forgotten to mention it in their communications with the FCC about how wonderful they plan to be as New

Charter....This complaint is not submitted to resolve my individual dispute with Charter but rather in direct connection to Charter's unscrupulous Public Interest Statement.

Within the May-July 2015 window, I communicated to the following:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
05/08/2015	Cust. Care Center	Priority Mail	940780369930001...5561 *	SC
05/25/2015	Cust. Care Center	Priority Mail	940780369930001...1509 *	SC
	Gregory Maffei	Priority Mail	940780369930001...1516 *	CO
06/08/2015	Cust. Care Center	Priority Mail	940580369930000...0236	SC
06/22/2015	Cust. Care Center	Priority Mail	940580369930001...4212	SC
	Michael Huseby	Priority Mail	940780369930001...6037 *	NY
06/24/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
07/08/2015	Ashok Kuthyar	Email	SVC...@charter.com	SC
		Email	m...@charter.com	SC
07/22/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
	Kathleen Mayo	Email	k...@charter.com	CT
	Ashok Kuthyar	Email	a...@charter.com	CT?
	Michael Henry	Email	m...@charter.com	SC

* Signature Confirmation delivery

Note: Michael Huseby Director of Charter; CEO, Barnes & Noble
 Kathleen Mayo Executive Vice President, Customer Operations, at Charter
 VP and Assoc GC-L Vice President and Associate General Counsel–Litigation, at Charter
 Ashok Kuthyar Vice President (Service Delivery & Support) at Charter
 Michael Henry (Executive Escalation Manager) at Charter

On July 29, BusinessWire published the notice, *Liberty Broadband Corporation Announces Special Meeting of Stockholders*, excerpted:

Liberty Broadband Corporation will be holding a Special Meeting of Stockholders on Wednesday, September 23, 2015, at 8:30 a.m., M.D.T., at the corporate offices of Starz, 8900 Liberty Circle, Englewood, Colorado 80112.

[Source: <http://www.businesswire.com/news/home/20150729006266/en/#.VbsfSPIViko>]

In August 2015, I communicated to the following:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Email</i>	<i>Delivered</i>
08/08/2015	Rick Dykhouse	Priority Mail	940780369930001...2303 *	08/10/2015
08/14/2015	Jay Markley	Priority Mail	940780369930001...0867 *	08/17/2015
08/14/2015	Balan Nair	Priority Mail	940780369930001...0874 *	08/17/2015
08/17/2015	Balan Nair	Email	b...@libertyglobal.com	08/17/2015

* Signature Confirmation delivery

Note: Rick Dykhouse Executive Vice President, General Counsel and Corporate Secretary, at Charter
 Jay Markley Director of Charter; Co-founder of New Amsterdam Growth Capital LLC
 Balan Nair Director of Charter; Exec VP and Chief Technology Officer for Liberty Global, Inc.

On August 20, Multichannel News published the article, *Charter, TWC Set Special Shareholder Meeting Date*, excerpted:

Charter shareholders of record as of July 28 will be eligible to vote on the merger as well as the plan to allow Liberty Broadband—the spinoff of Liberty Media that holds its 25.7% stake in Charter—to buy additional shares of the new company. The proceeds from that share purchase will be used in part to finance the TWC acquisition. The Charter meeting will be held in Stamford, Conn., at 10 a.m. on Sept. 21.

At the same time on that same day, TWC shareholders will meet in New York at the New York Institute of Technology to vote on the merger. TWC shareholders of record as of July 28 will be eligible to vote.

[Source: <http://www.multichannel.com/news/cable-operators/charter-twc-set-special-.../393166>]

I suggest to the Commission that my correspondence during that timeframe caused or impacted the timing of Liberty Broadband’s special shareholder meeting of September 23, as well as the scheduling three weeks later of Charter’s and TWC’s special meetings of September 21.

The date of September 23 had a private meaning. Exactly one year prior, on September 23, 2014, I wrote a letter to John Malone, excerpted:

This letter is not an appeal but rather a straight reminder of your responsibility as a significantly influential member of Charter’s Board of Directors. Charter’s key leaders have no authority to ignore the business-critical nature of my unresolved billing dispute.

Enclosed is a copy of the letter I sent to Mr. King dated September 9, and I add to that a stark consideration. The way I have been mishandled, distracted, diverted, delayed and lied to by Charter representatives reminds me of Enron and the cunning Jeffrey Skilling, who now lives at a prison camp. He was big. He was powerful. He was wealthy. And now he lives with inmates.

Do you want to know what’s harsh? Executives who knowingly and willingly avert potentially business-crippling decisions to end wrongful application of pricing terms to non-Term Contract accounts for Internet-only customers, leaving unsuspecting customers in their ongoing losses.

Of course, considering your personal investments, it could be argued that you have conflicts of interest as a director for Charter. An article published by the New York Times last year seems particularly blunt: “...With influence over Charter in hand, Mr. Malone and Mr. Maffei now want to see Charter make a bid for Time Warner Cable...Over the years, the deal machine that is Liberty Media has made both Mr. Malone and Mr. Maffei very rich...Today, Mr. Malone is looking to expand his empire. While his title at Liberty is chairman, he is the driving force behind the quest to combine Charter and Time Warner Cable.”

I wonder, do Berkshire Hathaway, Vulcan Capital and Liberty Broadband Corporation simply see Charter as a cash cow to be milked or chopped up and sold? The problem is that this is not about you. This is not about corporate bank accounts.

No, my matter isn’t about you, Mr. Maffei, Mr. Buffett, Mr. Allen, Mr. Rutledge or any other investor. It’s about Charter Communications, Inc., treating Internet-only residential customers rightfully and openly—and I’m one of them. It’s about finding a way to rectify that Charter has had no legal basis to apply rate periods to non-Term Contract, Internet-only accounts.

I'm tired of dealing with this, and I'm certainly tired of being mistreated. Charter's legal team has everything needed to properly address my demand of May 21; and Charter has everything and everyone needed to preclude a viable class action. Among others, you are a key leader.

That is the letter Charter directly responded to stating there was nothing to resolve. Leading up to the September 21 and 23, 2015 meeting dates, I contacted the following Directors of Charter:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Email</i>	<i>Delivered</i>
09/03/2015	Balan Nair	Email	b...@libertyglobal.com	09/03/2015
09/10/2015	Craig Jacobson	Priority Mail	940780369930001...6149 *†	09/23/2015
		Email	c...@hjth.com	09/15/2015
09/14/2015	Gregory Maffei	Email	g...@libertymedia.com	09/14/2015
09/18/2015	Balan Nair	Email	b...@libertyglobal.com	09/18/2015
	Craig Jacobson	Email	c...@hjth.com	09/18/2015
	Gregory Maffei	Email	g...@libertymedia.com	09/18/2015
09/20/2015	Eric Zinterhofer	Email	e...@searchlightcap.com	09/20/2015
	Jay Markley	Email	j...@nagrowth.com	09/20/2015
	Tom Rutledge	Email	t...@charter.com	09/20/2015

* Signature Confirmation delivery † USPS delivered almost two weeks after shipping date

On September 21, Multichannel News published the article, *TWC Shareholders Approve Charter Deal*, excerpted:

As expected, Time Warner Cable shareholders approved its \$78.7 billion merger with Charter Communications in a special meeting of shareholders.

Charter shareholders voted on the deal at the same time in Stamford, Conn., with more than 98% of the votes cast in favor of the transaction.

[Source: <http://www.multichannel.com/news/cable-operators/twc-shareholders-approve-charter.../39394>]

On September 27, I submitted a public comment to the FCC. On October 2, Charter disconnected my Internet service. There is more that I could include in this public comment, but the FCC has received all backup to my comment and supplement via compact discs.

On August 21, 22 and 23, 2015, after researching to determine the primary investors of Charter Communications and Liberty Broadband Corporation, I addressed identical letters to contacts of 56 investors regarding the special shareholder meetings that would occur one month later. On August 24, Multichannel News perhaps coincidentally published the article, *Cable Stocks Plunge in Market Rout*, excerpted:

In the cable sector, no stock was spared—even SVOD pioneer Netflix opened the session down 15%. On the distribution side, Cablevision Systems led decliners, falling 9.4% (\$2.22 each) in early trading to \$21.52 per share, followed by Charter Communications (down 7.1%), Time Warner Cable (down 4.3%) and Comcast (down 4%).

[Source: <http://www.multichannel.com/news/cable-operators/cable-stocks-plunge-market-rout/393197>]

Later, CNBC published, *After-hours buzz: SolarCity, Charter Communications & more*, adding:

Charter Communications' stock rose about 1 percent after Director David Merritt sold 2,500 shares of its class A common stock after the bell.

[Source: <http://www.cnn.com/2015/08/24/after-hours-buzz-solarcity-charter-comm...-more.html>]

On September 9, 2015 the New York Times published the article, *Justice Department Sets Sights on Wall Street Executives*, excerpted:

“Corporations can only commit crimes through flesh-and-blood people,” Sally Q. Yates, the deputy attorney general and the author of the memo, said in an interview on Wednesday. “It’s only fair that the people who are responsible for committing those crimes be held accountable. The public needs to have confidence that there is one system of justice and it applies equally regardless of whether that crime occurs on a street corner or in a boardroom.”

[Source: <http://www.nytimes.com/2015/09/10/us/politics/new-justice-dept-rules-aimed-at-prosecuting...>]

I suggest to the Commission that at the least breaches of fiduciary duties have been committed in the insatiable quest for the approval of the Applications.

In conclusion, the Orange County Business Council submitted a comment as an interested person like so many other commenters who deliberately used broad unproven representation as weight:

Orange County Business Council (OCBC) represents nearly 300 of Southern California’s largest businesses that employ over 250,000 men and women in our region and more than two million employees globally....OCBC supports the FCC’s approval of license transfers arising from Charter’s proposed merger with TWC and acquisition of BHN.

With a relative 0.000005% of Charter’s customers submitting a comment, favorable or not, that should weigh very heavily against the weight of the 82% representative-type submitters.

Thank you for your time and consideration.

Sincerely,

/s/ Shawn Sheridan

Shawn Sheridan
Turlock, California

cc: Vanessa Lemmé	Media Bureau	Vanessa.Lemme@fcc.gov
Ty Beam	Media Bureau	Ty.Bream@fcc.gov
Elizabeth McIntyre	Wireline Competition Bureau	Elizabeth.McIntyre@fcc.gov
Adam Copeland	Wireline Competition Bureau	Adam.Copeland@fcc.gov
Jim Bird	Office of General Counsel	TransactionTeam@fcc.gov

Appendix D

Demand for Arbitration to Charter

(filed electronically via fcc.gov)

October 15, 2015

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 ¹	Larry Christopher	Certified Mail	7013302000018...8779	MO
10/21/2014	VP and Assoc GC ²	Fax	314-909-0. .9	MO
		Certified Mail	7014182000017...4029	MO
10/31/2014 ³	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 ⁴	VP and Assoc GC	Fax	314-909-0. .9	MO
01/26/2015 ⁵	Larry Christopher	Fax	314-909-0. .9	MO
02/04/2015 ⁶	Larry Christopher	Priority Mail	940780369930001...8713 *	MO
03/08/2015	VP and Assoc GC-L ⁷	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 ⁸	Larry Christopher	Email	l...@charter.com	MO

* Signature Confirmation delivery

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

² Vice President and Associate General Counsel

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

⁴ Copy of letter addressed to Tara Parvey, director at American Arbitration Association

⁵ Copy of letter to Travis Rygg, Corporate Customer Escalation Advocate, at Charter

⁶ 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

⁷ Vice President and Associate General Counsel, Litigation

⁸ 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, 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, and the link for the Agreement pertaining to my account was unknowingly posted at 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,

/s/ Shawn Sheridan

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

cc: Consumer Filing	American Arbitration Association	consumerfiling@adr.org
Eric L. Zinterhofer	Searchlight Capital Partners, LLC	e...@searchlightcap.com
Thomas M. Rutledge	Charter Communications, Inc.	t...@charter.com
Richard R. Dykhouse	Charter Communications, Inc.	r...@chartercom.com
Balan Nair	Liberty Global, Inc.	b...@libertyglobal.com
John D. Markley, Jr.	New Amsterdam Growth Capital	j...@nagrowth.com
Gregory B. Maffei	Liberty Broadband Corporation	g...@libertymedia.com
Craig A. Jacobson	Hansen, Jacobson, Teller, et al., LLP	c...@hjth.com
John L. Flynn	Jenner & Block LLP	jflynn@jenner.com
Matthew A. Brill	Latham & Watkins LLP	matthew.brill@lw.com
Steven J. Horvitz	Davis Wright Tremaine LLP	stevehorvitz@dwt.com

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.”

Appendix E

Letter to Charter from Shawn Sheridan

(filed electronically via fcc.gov)

October 17, 2015

October 17, 2015

Larry Christopher
Vice President and Associate General Counsel, Litigation
and Chief Compliance Officer
Charter Communications, Inc.
12405 Powerscourt Drive
Saint Louis, Missouri 63131

Via: Email to l...@charter.com and other addresses

Re: Account number 8203130010...031

Mr. Christopher,

In written format, why don't you or someone else from Charter explain what's been going on?

- Why did my mother receive a call via her mobile phone today (Saturday) at 10:39 a.m. PST from a Connecticut number (caller ID: 203-989-9246)? Her phone rang one time. And, as has been the case in recent days, the moment it rang a small white plane was slowly flying directly over the apartment.
- My mother received a call yesterday on her landline phone while speaking to someone else. She clicked over to accept the call and the man said, "Hi Dianne, my name is Steve...." He went on and she ended the call. Unknown callers don't use her middle name.
- On October 15, the date I emailed to you the Demand for Arbitration in the morning, I was standing outside in the afternoon and watched a dark-colored helicopter come into Turlock at a high speed, wrap around to my direction, lean toward the apartment in the back, wrap around to the front, and lean toward the front. The pilot and passenger(s), however, didn't expect to see my mother and I standing outside in the front with me pointing at them. The helicopter immediately leaned the other direction and in a straight path, at a high speed, left the city limits in the same direction it came (east).
- Twice on October 15, 2015 my mother received a phone call via her landline number from an unknown caller. At 1:02 p.m. PST, the caller ID was "Unknown Name 209-362-3. .0" and at 3:30 p.m. the caller ID changed to "Wireless Caller 209-362-3. .0" without a word. When trying to call back using her landline phone—for days—it has stated: "We're sorry. Your service has been interrupted. For fire, medical and police emergencies, dial 911. To discuss your account, please contact your local service provider. Thank you." However, when dialing the same number using a mobile phone, an unknown business-type voicemail greeting is reached. Today, it stated: "Thank you for calling. Please leave a message." The other day it prompted to leave a message regarding "your account."

- On October 14, my mother was driving her car equipped with SiriusXM (a John Malone-related company) and one of her overhead lights suddenly came on, which has not occurred at any time while driving the car for several years. Her subscription to SiriusXM is not active, but this raised a serious question as to the extent to which information may be obtained by Malone-related entities, including the elusive capabilities of TruePosition. She had to push the overhead light to turn it off, but for the concerned, the microphone in her car is now covered.
- On Friday October 9, 2015 the FCC posted Acknowledgment of Confidentiality forms for Catherine Bohigian and yourself—both mentioned unfavorably in the supplement to my public comment to the Commission for MB Docket 15-149. That evening, as I was standing outside at 8:30 p.m. PST, three small planes flew in a circular formation over me multiple times. This occurred while another small plane flew slowly and very quietly a few hundred feet directly over my residence—three times flying the same altitude, speed and direction.
- A few days ago I accessed free AT&T wi-fi service without signing into Google, and the Google News “News Near You” suddenly changed to Centennial, Colorado—one day only, after I traced at that time to the IP address in Colorado to discover more information.

Since last Friday, and perhaps earlier, small white planes and a larger white plane from time to time have systematically been flying over my residence, in the morning, afternoon and evening. Several times in the past few days I have accessed the Internet at a nearby location and a small white plane has flown directly above me, slowly, perhaps a thousand feet in altitude. Let me be very clear. Unless my mother and I become permanently harmed and what little I own is taken, Charter is going to respond to me without malice whether anyone likes it or not. I have nothing to hide. I am a simple consumer who has been mistreated by a behemoth corporation.

Post Edward Snowden, post the former CBS reporter who discovered her laptop contained deep embedded spyware revealed by a former CIA agent, and the very real reasons for me to believe my devices have been hacked, I have become keenly aware that New Charter could become a behemoth of far more than providing Internet, video, voice and entertainment services. With data collection on vehicles equipped with SiriusXM, TruePosition’s capabilities of locating devices on wireless networks, and services connecting to computing devices nationwide—and ultimately worldwide via association with Liberty Global—it seems that New Charter coming to fruition is a gravely serious matter, and likely the reason why a single customer in Turlock is being targeted as a threat beyond my understanding or comprehension, rather than handling me as a simple paying customer with a strong, valid billing dispute.

Regards,

/s/ Shawn Sheridan

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

cc: Gary Soiseth Office of the Mayor, Turlock gsoiseth@turlock.ca.us
Eric L. Zinterhofer Searchlight Capital Partners, LLC e...@searchlightcap.com
Thomas M. Rutledge Charter Communications, Inc. t...@charter.com
Richard R. Dykhouse Charter Communications, Inc. r...@chartercom.com
Kathleen Mayo Charter Communications, Inc. k...@charter.com
John D. Markley, Jr. New Amsterdam Growth Capital j...@nagrowth.com
Craig A. Jacobson Hansen, Jacobson, Teller, et al., LLP c...@hjth.com
Gregory B. Maffei Liberty Broadband Corporation g...@libertymedia.com
Balan Nair Liberty Global, Inc. b...@libertyglobal.com
John L. Flynn Jenner & Block LLP jflynn@jenner.com
Matthew A. Brill Latham & Watkins LLP matthew.brill@lw.com
Steven J. Horvitz Davis Wright Tremaine LLP stevehorvitz@dwt.com