

DECLARATION OF RON MAIER

I, Ron Maier, declare as follows:

1. Since July 15, 2002, I have been an employee of Starpower Communications, LLC, where I work as a direct sales representative.

2. For approximately 12 ½ years prior to coming to work for Starpower, I worked for Cable TV Montgomery and, after that company was acquired by Comcast in 2000, for Comcast Corporation. I worked as a direct sales representative throughout that time.

3. As a direct sales representative, my job is to acquire customers for the cable company for which I work.

4. As a direct sales representative for Comcast, I was authorized to offer Starpower customers six (6) months of all of the movie channels on Comcast's digital cable service – approximately sixty-four (64) channels – for free, in order to win those customers back to Comcast.

5. This win-back promotion had a specific, unique designation within the Comcast system, and was not published in any Comcast sales literature. Comcast's sales representatives were instructed to make this offer only to Starpower customers and never to put the offer in writing on any sales flyers. It was put in writing on the customer's sales application only.

6. Although it is my understanding that non-Starpower customers could receive this promotion if they specifically requested it from customer service, the direct sales representatives were not authorized to offer it to non-Starpower customers. To my knowledge, no non-Starpower customers ever requested the promotion, because it was not publicized and, therefore, customers were not aware of it.

7. Direct sales representatives who acquired a customer through this campaign were entitled to an additional bonus commission, if the representative could meet certain conditions to show that the customer was switching from Starpower to Comcast.

8. In another Comcast campaign targeted to Starpower potential customers, I and about 25 other direct sales representatives were assigned to contact as many Comcast customers as possible in a logistical area of Takoma Park, Maryland in an effort to retain their business. This occurred at the time that Starpower was "firing up" a node in that specific logistical area of Takoma Park. Substantial bonuses were offered to representatives who succeeded in contacting 100% of the customers they were assigned. For two to five days, we went door-to-door in Takoma Park attempting to contact every Comcast customer personally. Individual bonuses were paid from 50 to 100 percent contact. It was left to the discretion of the sales representative to determine how much "cost benefit" could be derived by working additional days to achieve 100 percent.

9. The Takoma Park campaign involved a so-called "club plan," in which direct sales representatives contacted Comcast customers in person to thank them for their continued business and provided each customer a set of coupons good for discounts on future bills, as an incentive for the customer to stay with Comcast's service.

10. Each customer we contacted in Takoma Park was given a set of coupons (I believe there were 18 coupons given to each customer) each good for \$6 off of one month's service. At that time, \$6 was approximately the difference between Starpower's basic monthly cable rate, and Comcast's rate, so the coupons made Comcast's service competitive with Starpower's.

11. We were not to leave the coupons if we were unable personally to contact the customer, and, at the end of the campaign, all of the remaining coupons were destroyed to ensure that the direct sales representatives would not give them to customers outside of Takoma Park. Although, again, it is my understanding that customers outside of Starpower's Takoma Park service area could receive the \$6 per month coupon promotion if they specifically requested it from customer service, the direct sales representatives were not authorized to provide the promotional rate to customers outside of Takoma Park, and the promotional rate was not published or advertised to customers generally.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

A handwritten signature in cursive script, appearing to read "Ron Maier", is written over a solid horizontal line.

Ron Maier

Dated: August 2, 2002.