Reply to comments of OpenBand Multimedia, LLC:

While most of the comments of OpenBand were directed toward the Southern Walk at Broadlands development in Virginia, they also apply to many other residents around the country.

While disputing pricing claims from the residents of Southern Walk, OpenBand points out "no resident has ever attempted to utilize the remedy available to them under the contract with OpenBand." I wonder how many residents living under this and similar contracts have any idea how to get a copy of such contracts and then how to wade through all the legalese to read pertinent items such as this remedy. I'm also sure the developer-controlled HOA that set up this and similar contracts are also not much help.

In addressing questions of service, OpenBand states "there are occasions when service disruptions occur which are beyond the control of the company." The company that serves my development, has these frequent outages (as with every rain storm) and not once have I received a refund check for the time the company did not provide service. How many times have the residents of Broadlands received refunds from OpenBand for the times they have service disruptions?

But high on the OpenBand agenda is the idea that the contract is held in such distain by the residents of Southern Walk. OpenBand points out "The contract between OpenBand and the HOA was a carefully negotiated agreement." And "stated differently, they feel entitled to abrogate THEIR contract." Also "the contract that was disclosed and agreed to by each resident prior to the purchase of their property."

First of all, it is my understanding that the CONTRACT was negotiated between the DEVELOPER and OpenBand as is the case for many of these exclusive, bulk billing agreements. That is why, it sounds like, from previous posts, the residents of Southern Walk do not consider the contract as THEIR contract. And finally, how many residents of Southern Walk and in other developments, are like me, when I state that, when I bought my current house, this was the

first time I have ever lived under an exclusive, bulk billing contract. I had never heard of such a thing until about a year after I moved into the house. I had subscribed to cable TV for over 35 years and never knew that customers could be bound to cable service for 15, 60 even 75 years. And, not until I started reading FCC 07-51 did I learn that a cable company could actually bill an empty house for service (I assume the walls watch the cable sans TV). The cable service was way down on the list of priorities for house hunting. That is until you have to live with over-priced, sub-standard service and products under an exclusive bulk billing contract. Now, at least to me, the absense of bulk billing contracts IS the number one priority if and when I look for a new house.

Commissioners, please listen to the people of Southern Walk and all of the other developments across this country and give them relief from the OpenBands, Century Communications and many other MVPDs who use exclusive, bulk billing as a tool to entrap residents with unwanted services.