

Marilyn Castro
P.O Box 64002
Virginia Beach, VA 23467

June 27th, 2008

VIA ELECTRONIC FILING

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

RE: EX PARTE MEETING
Exclusive Service Contracts for the Provision of Video Services in Multiple Dwelling Units and Other Real Estate Developments, MB Docket No. 07-51
Further Notice of Proposal Rulemaking

Dear Ms. Dortch:

On June 27, 2008 Hector Castro and the undersigned met with Mr. Rudy Brioché Legal Advisor to Commissioner Jonathan S. Adelstein. The purpose of this meeting was to provide consumer feedback on the business activities of our telecommunications providers, and how it pertains to MB Docket No. 07-51.

Specifically, we discussed the need of consumer protection from the Federal Communication Commission. Based on our discussions, we are respectfully asking the commission to prohibit any type of bulk services and exclusive marketing agreements. We believe these corporations (MVPD, PCO, DBS or Special Purpose Entities) provide telecommunication services to a large number of customers using monopolies with prevailing or new service providers, under unregulated conditions, and with disregard to consumers' rights¹. Our discussions were based on previous Notices of Ex Parte.

http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520030829

http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520030754

http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520030755

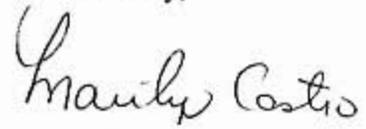
http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520031280

¹ 47 U.S.C. 151, Communication Act of 1934

http://www.law.cornell.edu/uscode/47/uscode/47_00000151----000-.html

A copy of the materials distributed at the meeting is attach

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Castro". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Marilyn Castro

CONSUMERS ARE RESPECTFULLY ASKING THE COMISSION TO BAN BULK SERVICE AND EXCLUSIVE MARKTETING AGREEMENT

1. Bulk service agreements are worst on consumers than exclusivity clauses:

- Bulk service agreements typically include cable, internet and telephone.
- They are marketed under the false pretense of getting a special price or a discount.
- Consumers end up paying standard market rates or worse with no option to opt-out from services they don't need or want.
- The creator or special purpose entity profits from the contract.
- Providers get around regulation and close competition in the MDU ambiguity.

2. These arrangements are contrary to Congressional efforts to advance broadband technology:

- Telecommunications providers are able to eliminate competition by locking communities into long term bulk service agreements.

3. There is sufficient evidence of market failure under bulk service agreements

- Consumers are paying twice to get freedom of choice. This is in direct contradiction with the commission principle of "*reasonable charges*". 47 U.S.C. 151, Communication Act of 1934.
- Consumers locked in a bulk service agreement are not receiving an itemized bill. This is in direct contradiction of The Cable Television Consumer Protection and Competition Act of 1992 Sec 14.
- Bulk service agreements limit telecommunication advances for the communities affected. There is no incentive for upgrades due to steady revenue generated. This in direct contradiction of the Communication Act of 1934 section 628 (b).
- Conflict of interest from developer controlled HOA entering in contract with the developer owned special purpose entity, and profiting from the bulk service agreement. This in direct contradiction of the Communication Act of 1934 section 628 (b).
- Liens against property for cable service debt (potential lost of home for a non-essential service).
- Private easements, in the case of Lexington, VA the developer granted a private easement for the exclusive provision of communication services to the Lexington Infrastructure Management a developer affiliated. This impedes other carriers access to the property. This in direct contradiction of the Communication Act of 1934 section 628 (b).
- Close competition by long term contracts with the HOA. Overbuilders need a reasonable prospect of market penetration. Tying up MDUs with long term bulk services contracts is another way to disincentive competition. This is in direct contradiction of the Communication Act of 1934 section 628 (b).

- Bulk service agreements create a financial burden to the HOA as the responsible party for all payments.
- The provider receives payment for services not provided. In some cases HOA have to pay for empty or foreclosed unit. Homeowner association fees are last on the debt list when a home goes into foreclosure.

4. We believe the only effective means to improve our current arrangements is to:

- Create open competition markets to MDU residents.
- Ask the FCC to provide consumer protection
 - MDU residents should not have to review hundreds of pages of contracts or spend thousands of dollars to hire a lawyer to obtain or change telephone, cable or internet services.
- We request the FCC to regulate any company whose end purpose is to provide telecommunication or cable services, regardless of industry sector.

5. The wiring or fiber to the home cost: The argument is that, state of the art fiber to the home cannot be attained without bulk services agreements.

- This same infrastructure is placed on single homes without additional contractual restrictions.
- We expect that any company pay for the cost of infrastructure required for delivery of services.

6. The amenity:

- Amenities are for the common enjoyment of the community. Our homes are not common areas and telecommunication services are not amenities.
- Telecommunication services are private services provided to our private dwellings.

7. How some companies could not exist without bulk service agreements?

- Consumers are not required to subsidized outdated business models.

Need for regulation

- We ask the Federal Communication Commission (FCC) to:
 - Intervene and protect all citizens, especially those living in MDUs who do not have state laws to prevent these types of agreements.
 - Provide us the ability to select the level of service of choice in our private homes.

Our Rights

First Amendment

Freedom of expression is also understood to protect any act of *seeking, receiving* and *imparting information* or ideas, *regardless of the medium used.*

- If we want the freedom of speech given by the First Amendment we will have to pay twice for telecommunication services.

- Bulk Service Agreements dictate what line of programming we watch on our private homes.
- We believe each MDU resident should have the opportunity to decide what type of services he or she will need or afford in their property.

Bulk service agreement create third party infringement on private property:

- Binding privately owned MDU deed to a telecommunication contract.
- Creating compensation for the creator of the agreements and not the homeowner.
- Degrading our ability to sell because, we have to find a buyer that agrees with the financial liability of a bulk service agreement.

Bulk services agreements could be discriminatory to disable citizens.

- These citizens may need special devices and services.
- If the citizen live in a MDU by definition, the contract established by a developer or homeowners board of directors require these citizens to pay for services they may not be able to use.

Conclusion

MDUs residents are requesting the FCC to intervene, and to protect consumer rights with a ban on exclusive marketing and bulk service agreements.

- We request open competition in telecommunications markets.
- We reject financial monopolies and bulk service agreements.
- We request adequate disclosure of contract terms.
- We reject tying communications agreements to real state transactions.
- We request quality, reasonably priced, up to date telecommunications services.
- We reject not being able to opt-out of HOA telecommunication bulk service agreements and threats of liens against our properties.
- We request consumer protection against corporation and their lawyers
- We reject legal action in court as our only recourse to bulk service agreements.

The only way to protect our consumer rights is through intervention by the FCC and a ban on exclusive marketing and bulk service agreements. We need the FCC to give MDU residents the benefits of fair competition without paying double for services or have a lien against our properties.