

In response to Miller & Van Eaton, P.L.L.C on behalf of the National Multi Housing Council.

“There is no evidence in the record of a market failure that would justify regulation of exclusive marketing agreements, and little support in the record for such regulation. The record shows that exclusive marketing agreements do not deter competitive entry.”

Once again, like every other Bulk Billing Lobbyist, you appear to be more boxed in than a death row inmate. Take a look at Lexington Park in Virginia Beach. Tell that neighborhood why their bulk billing package actually costs them more per month than the customers living in the same area, but not the same community. Also tell them why they are not privileged enough (as a paying customer) to see the contract that includes them as a third party. Come over to my house in Remington Park---tell me why the Bulk Billing Agreement is more important than the safety of 70+ good hard working Americans **THAT STILL HAVE NO PHONE LINES!** That’s right---L.M. Sandler & Son’s is still hanging us out to dry over their Bulk Billing Agreement.
http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520034138

In regards to not deterring competition; two extra cents at the gas pump deters competition for a middle class American. You’re trying to feed us the idea that having to pay double for Telecommunications to use the service of our choice doesn’t deter competition? I fail to see the logic in that argument. If you truly feel that this concept is sound---you certainly shouldn’t hesitate to reply to me and tell me why.

“As the Commission has previously found, smaller competitors benefit from exclusivity. The record makes it very clear that the ability of such providers to finance new systems or upgrades of existing ones would be severely harmed by extending the ban on exclusive access provisions.”

Sacrificing freedom of choice to cushion competitors that have no business being in the technology race---good idea! Small businesses have a niche in America---it’s not in telecommunications. If they cannot keep up with the leading giants like Cox, Time Warner, and Verizon, why is it our responsibility to sacrifice our freedom of choice to keep them floating? Once again, this is an incredibly generalized statement that clearly shows how little you look at the COMPLETE consumer spectrum when writing to the FCC.

“The Commission has no authority over such agreements under Section 628 or any other provision of the Communications Act. Even if Section 628 applied, marketing agreements do not “prevent” or “hinder significantly” the distribution of programming, nor are they unfair or deceptive.”

Well, what about the Condominium Act? No contracts longer than 2 years while the BOD is controlled by the developer. Remington Park's contract is 75 years long---and I'm not sure how strong your mathematical skills are, but that's 73 years too many to be legal.

"Hinder Significantly"---interesting for you to point this out. Define significantly. Would you considering having to pay double fees for a service significant? Who are you to define what is financially significant for anything other than your own household? **IF YOU FORCE ME TO PAY DOUBLE BILLS FOR A SERVICE THAT IS NOT UNDER THE BULK AGREEMENT, YOU ARE HINDERING ME FINANCIALLY. THIS IS A DETERENCE TO COMPETITION.**

Waiting to hear your logic,

Casey Taylor
1113 Teton Circle
Suffolk, VA 23435
757-328-1079 (Cell---because I'm not important enough to deserve a land line)