

A Communication from the Chief Legal Officers
of the Following States and Territories:

American Samoa ▪ Arizona ▪ Arkansas ▪ Connecticut ▪ Delaware ▪ Florida ▪ Illinois ▪ Iowa
Maine ▪ Maryland ▪ Massachusetts ▪ Michigan ▪ Mississippi ▪ Nevada ▪ New Hampshire
New Jersey ▪ Ohio ▪ Oregon ▪ Rhode Island ▪ Tennessee ▪ Utah
Vermont ▪ Washington ▪ West Virginia ▪ Wyoming

October 13, 2009

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

Re: In the Matter of Consumer Information and Billing, Truth in Billing and
Billing Format, and IP-enabled Services; CG Docket No. 09-158, CG
Docket No. 98-170 and WC Docket No. 04-36

Dear Ms. Dortch:

We, the undersigned Attorneys General, submit the enclosed Comments and
Recommendations for filing in the above matter. We thank you for the opportunity to comment
regarding the protection and empowerment of consumers by ensuring sufficient access to
relevant information about communications services.

If you or Commission staff has questions or comments with respect to these Comments
and Recommendations, please feel free to contact Andrew Shull, Oregon Assistant Attorney
General, at (503) 934-4419 or at andrew.shull@doj.state.or.us.

Respectfully,



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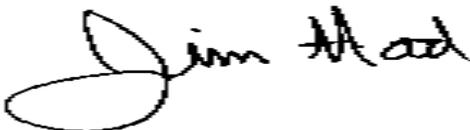
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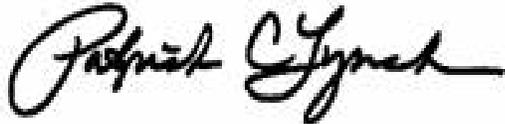
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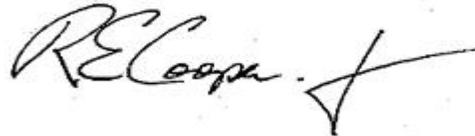
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Attachment

**Before the
Federal Communications Commission
Washington, D.C. 205544**

In the Matter of)	
)	
Consumer Information and Disclosure)	CG Docket No. 09-158
)	
Truth-in-Billing and Billing Format)	CC Docket No.98-170
)	
IP-Enabled Services)	WC Docket No. 04-36

**COMMENTS OF THE
ATTORNEYS GENERAL OF
AMERICAN SAMOA, ARIZONA, ARKANSAS, CONNECTICUT, DELAWARE,
FLORIDA, ILLINOIS, IOWA, MAINE, MARYLAND, MASSACHUSETTS,
MICHIGAN, MISSISSIPPI, NEVADA, NEW HAMPSHIRE, NEW JERSEY,
OHIO, OREGON, RHODE ISLAND, TENNESSEE, UTAH, VERMONT,
WASHINGTON, WEST VIRGINIA, AND WYOMING.**

October 13, 2009

I. INTRODUCTION:

The Attorneys General of American Samoa, Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Iowa, Maine, Maryland, Massachusetts, Michigan, Mississippi, Nevada, New Hampshire, New Jersey, Ohio, Oregon, Rhode Island, Tennessee, Utah, Vermont, Washington, West Virginia, and Wyoming submit these comments in response to the Federal Communications Commission's ("FCC" or "Commission") *Consumer Information and Disclosure and Truth-in-Billing and Billing Format NOTICE OF INQUIRY*, regarding the protection and empowerment of consumers by "ensuring sufficient access to relevant information about communications services." We appreciate the Commission's interest in these areas of great concern to the Attorneys General, who serve as chief law enforcement officers of their respective states. We recognize that this is an initial stage in an extensive proceeding, and therefore submit these brief, general preliminary concerns and recommendations for the Commission's consideration, regarding some of the issues raised by the Commission in this *NOTICE OF INQUIRY*.

II. BACKGROUND:

As the Commission acknowledged in its Notice of Inquiry, the Commission addressed growing consumer and marketplace confusion related to carrier abuses in billing for telecommunications services by releasing its *First Truth in Billing Order* in 1999.¹ There, the general principles the Commission espoused were: (1) that consumer telephone bills be clearly organized, clearly identify the service provider, and highlight any new provisions; (2) that bills contain full and non-misleading descriptions of all charges; and (3) that bills contain clear and conspicuous disclosure of any information that the consumer may need to make inquiries about, or contest charges on the bill.² The Commission left the details of compliance with these requirements to the carriers; also, Commercial Mobile Radio Service carriers ("CMRS carriers" or "wireless providers") were exempt from that Order.

In 2005, the Commission revisited those truth-in-billing requirements. The Commission abolished the exemption for brief, clear, non-misleading, and plain-language bills for CMRS carriers.³ The Commission also tentatively ruled that "government mandated charges must be placed in a section of the bill separate from all other charges," and that "carriers must disclose the full rate * * * to the consumer at the point of sale * * * before the customer signs any contract for the carrier's services."⁴ The Commission

¹ *Truth-in-Billing and Billing Format*, CC Docket No. 98-170, First Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd 7492 (1999) (*First Truth-in-Billing Order*).

² *Id.* at 7496, para. 5.

³ *Truth-in-Billing and Billing Format*, CC Docket No. 98-170, Second Report and Order, Declaratory Ruling, and Second Further Notice of Proposed Rulemaking, 20 FCC Rcd 6456, para. 16 (2005) (*Second Truth-in-Billing Order*).

⁴ *Id.* at 6468, para. 39; 6477, *Id.* at para. 55-56, emphasis in original.

changed these rules largely because the increase in consumer complaints in the wireless industry was “demonstrative of consumer confusion and dissatisfaction with current billing practices.”⁵

Several Attorneys General participated in these proceedings through prior comments to the Commission, including extensive comments in response to the Commission’s 2005 Order and Further Notice of Proposed Rulemaking. Many of those previous comments remain pertinent and informative today and we encourage the Commission to revisit those prior responses.

III. RULES SHOULD APPLY TO ALL PROVIDERS:

As the Commission noted in this Notice of Inquiry, the number of consumer complaints in the telecommunications area has continued to rise.⁶ Telecommunications-related complaints were again in the top ten most common complaints for 2008, according to the National Association of Attorneys General.⁷

The Commission’s truth-in-billing rules and consumer-information-related rules that might develop from this proceeding should be applied to other telecommunications and communications-related services, such as broadband internet, subscription video services/cable and satellite television, and Voice over Internet Protocol (“VoIP”) services. Given the current trend of offering some of these “other services” alongside traditional landline or wireless telephone services in a single “bundled” package, now more than ever the rules that apply to some should apply to all, to the extent applicable.

The Commission has already found that, with respect to truth-in-billing requirements for CMRS carriers, “one of the fundamental goals of the truth-in-billing principles is to provide consumers with clear, well-organized, and non-misleading information so that they will be able to reap the advantages of competitive markets.”⁸ Additionally, “[i]t is critical for consumers to receive accurate billing information from their carriers to take full advantage of the benefits of a competitive marketplace.”⁹ The same is true for all communications services, including broadband internet, subscription video/cable and satellite television, and VoIP.

This is particularly true with VoIP. When it comes to the fundamental goals of truth-in-billing principles, there exists no inherent reason to treat VoIP differently than

⁵ *Id.* at 6456, para. 16.

⁶ *Consumer Information and Disclosure*, CG Docket No. 09-158, *Truth-in-Billing and Billing Format*, CC Docket 98-170, *IP-Enabled Services*, WC Docket No. 04-36, Notice of Inquiry, __ FCC Rcd at __, para. 15 (2009) (*NOI*).

⁷ <http://www.naag.org/top-10-list-of-consumer-complaints-for-2008-aug.-31-2009.php>

⁸ *Second Truth-in-Billing Order*, 20 FCC Rcd 6457, para. 17.

⁹ *Id.* at 6457, para. 18.

traditional landline or wireless telephone services, since many VoIP consumers merely substitute VoIP for those traditional telephony services they utilized in the past. As such, consumers deserve the same standards for and clarity of information when choosing and paying for the services of VoIP providers.

The Commission has a firm legal basis to extend these rules to the various “other services” without violating any freedom of speech protections. Inaccurate commercial speech — such as misrepresentations, non-truths, and misleading implications — can often result from mere omissions of pertinent, material information. As the Commission noted, it is well-settled that “[t]he State and the Federal Government are free to prevent the dissemination of commercial speech that is false, deceptive, or misleading[.]”¹⁰ Additionally, under the standard *Central Hudson* test for regulating non-misleading commercial speech, the Commission has previously determined that it has a substantial interest in “ensuring that consumers are able to make intelligent and well informed decisions in the increasingly competitive telecommunications market that the 1996 Telecommunications Act is intended to foster.”¹¹ Thus, the Commission may mandate clear, accurate, true, and full disclosures without running afoul of freedom-of-speech principles.

Consumers need information displayed in a consistent format that allows them to compare their current services with the new and increasing number of offerings regarding similar services from other providers. Basic marketplace principles have always dictated that consumers cannot formulate informed decisions by comparing what they perceive as the same or similar services, if — in reality — the services are distinctly different. For example, wireless telephone plans advertised by competing providers at the same low monthly rate, where only one of the providers’ plans drastically limits monthly text messages and monthly minutes, are distinctly different. Such differing plans are unlikely to result in the same or similar monthly charges to consumers. This problem may arise when comparing traditional landline telephone services to VoIP services as well. Information displayed in consistent formats would allow consumers to effectively compare one provider’s offerings with another’s, and determine reasonably estimated costs.

IV. DISCLOSURES:

The Commission’s tentative conclusion in 2005 that disclosures should occur before any contract is signed remains valid.¹² In 2004, 32 states obtained agreements

¹⁰ *Zauderer v. Office of Disciplinary Counsel of Supreme Court of Ohio*, 471 U.S. 626, 638 (1985); accord, *Central Hudson Gas & Elec. Corp. v. Public Service Commission of New York*, 447 U.S. 557 (1980) (“there can be no constitutional objection to the suppression of commercial messages that do not accurately inform the public about lawful activity. The government may ban forms of communication more likely to deceive the public than to inform it.”).

¹¹ *First Truth-in-Billing Order*, 14 FCC Rcd 7531, para. 61.

¹² *Second Truth-in-Billing Order*, 20 FCC Rcd 6477, para 56.

with three major CMRS carriers requiring rate disclosures at the point-of-sale. In addition, the CTIA Consumer Code for Wireless Service provides that signatories to the Code will provide rate information at the point-of-sale, but only to the extent of making the information available to consumers in collateral or other disclosures at point-of-sale and on web sites.¹³ Requiring adequate disclosures before entering into a contract remains a very important necessity in the marketplace. As the Commission noted, “a disclosure after contract signing, when most CMRS carriers lock customers into long-term contracts subject to significant early termination fees, may thwart our pro-competition goal of enabling consumers to make informed comparisons of different carriers’ plans before subscribing.”¹⁴ To be fair, today most CMRS carriers now provide consumers with reasonable trial periods to cancel services without early termination fees or other penalties. However, other communications services also use long-term contracts with early termination fees today, and many do not provide reasonable trial periods or clear disclosures of early-termination fees.¹⁵ Given the increasing rate of “bundling” services, proper advertising and point-of-sale disclosures for all communications-related services are necessary for a competitive marketplace. Furthermore, even reasonable trial periods do not always extend past receipt of the consumers’ first bills, and thus may serve little actual notice of overall costs and fees.

The same is true where long-term contracts are renewed with consumers’ current providers. Many consumer complaints and investigations indicate that consumers often feel “trapped” into contract extensions, where a contract renewal has occurred without their knowledge or express approval.¹⁶ Whether due to an automatic-contract-renewal trigger, or due to actions by consumers, providers must make adequate disclosures in order to ensure that renewals of long-term contracts are the result of the consumers’ own choices. The effect of “trapping” a consumer in a long-term contract for another term serves only to weaken competition in the marketplace and to weaken consumers’ abilities to “shop around” for the best provider to serve their needs.

Information necessary for consumers to formulate purchasing decisions changes from stage-to-stage of the process. Necessary disclosures in an advertisement are obviously different from what is needed at the point-of-sale. In turn, information that is required at the point-of-sale may be different from what is necessary at or after the consummation of a long-term contract. Nonetheless, certain general, basic information

¹³ See http://files.ctia.org/pdf/The_Code.pdf

¹⁴ *Second Truth-in-Billing Order*, 20 FCC Rcd 6477, para 56.

¹⁵ For example, one satellite television provider offers, or has offered in the past, 24 hours for consumers to fully rescind contracts. When the satellite television provider’s services are sold as part of a bundle by landline telephone providers, it is not clear that all landline telephone providers disclose the 24-hour window to consumers purchasing the bundled services.

¹⁶ Two types of renewal provisions are common. In the first, so-called “evergreen” clauses ensure that the contract automatically renews, unless the consumer notifies the provider (often by mail) a specific number of days in advance of termination. In the second, long-term contracts are automatically renewed when the consumer alters the telecommunications “plan” or orders new equipment. Many complaints and investigations suggest that these provisions are not meaningfully disclosed to consumers.

must always be disclosed prior to consummation of a long-term contract in order to ensure consumers can properly weigh the benefits and drawbacks of that contract. This general, basic information includes overall costs or a reasonable estimate of overall costs, recurring monthly charges, usage-based charges, contract lengths, initiation or startup or installation costs (including equipment costs and requirements), applicability and amount of early termination or other fees or penalties, and coverage limits and charges on plan features. Particularly with the increasing popularity of satellite television, digital cable, and broadband internet, items such as installation costs and equipment requirements are becoming more important to disclose and make clear to consumers upfront.

When this information and other material terms are not provided in some static form to consumers before they contemplate execution of a long-term contract, consumer complaints and investigations often indicate that there exists an inherent gap between what the consumers believe they are agreeing to and what the providers plan to hold the consumers responsible for. This simple truism is the cause of much consumer confusion and frustration. Too often we hear from consumers that they do not understand the commitments they are making, or the costs they will incur, when choosing providers because clear and full disclosures of contractual provisions — including total costs for initiating services, total costs for equipment required in order to receive services, and early termination fees in the event they cancel services — are not made prior to consummation of long-term contracts.

Two specific problem areas regarding appropriate disclosures are wireless service coverage maps and broadband internet service speeds. We encourage the Commission to evaluate technologies available to wireless providers for more accurate determinations and disclosures in respective coverage maps of “weak spots” and “dropped call zones” to better apprise consumers of potential problem areas. As consumers become more reliant upon their “smart phones” for a myriad of communications services, this coverage information becomes more critical. Such weak spots and dropped call zones known widely to existing customers often show up on current coverage maps as “full” or “best” coverage, when that is not what consumers are experiencing. Within covered areas on maps it would not be difficult — perhaps through the use of hash marks, varying shades of the same color, or other symbols — to show intermittent service, strength of service, or other potential service issues. We also encourage the Commission to evaluate broadband internet speeds, particularly in regard to providers’ advertising. Speeds advertised as “up to” a certain amount are often not regularly realized by consumers. It would appear that a better hallmark to both empower consumers and simplify comparisons of various providers’ plans, as well as more accurately describing the services provided, would be a requirement to list average speeds during peak hours of use in any advertisement referencing maximum speeds.

V. ADVERTISING:

Regarding advertisement disclosures, consumer complaints and investigations often indicate there continues to be a disconnect between advertised prices and clear, conspicuous disclosures of all costs and fees. This discrepancy in wireless providers’

advertising was part of the motivation behind the 2004, 32-state agreements with three major CMRS carriers mentioned above, requiring rate disclosures at the point-of-sale. However, when advertising specific prices, and particularly when advertising promotional monthly prices, all services referenced in this proceeding should be required to disclose additional costs and fees in order to avoid running afoul of many generally-applicable consumer protection laws.¹⁷ Disclosure of these costs and fees at the point-of-sale, while necessary does not rectify potentially misleading advertised prices.¹⁸ The need for clear and conspicuous disclosure of costs and fees in advertising is particularly important today, given the trend towards “bundled services” advertising. Where a low-monthly-bundled-package price relies on additional after-sale rebates or other discounts consumers are required to procure, the failure of the provider to clearly and conspicuously disclose this information likely makes the advertised low monthly price misleading. Further, it may result in consumers paying providers more each month than they would have paid to those providers’ competitors. Similar problems may arise when short-term promotional prices are offered by providers. If appropriate costs and fees associated with the advertised promotional price are not adequately disclosed in a clear and conspicuous manner, the advertised promotional price is likely misleading. The misleading nature of those promotional prices may be exacerbated when associated with long-term contractual obligations mandating higher subsequent payments.

Some problems created for consumers by misleading advertisements may be partially resolved with clear and conspicuous disclosures at the point-of-sale.¹⁹ Nonetheless, consumer complaints and investigations often indicate point-of-sale disclosures are also sometimes lacking sufficient information for consumers.²⁰ This is particularly a problem where one provider is essentially performing the point-of-sale duties for another provider in a “bundled services” package. One example would be a traditional landline telephone provider that bundled its services together with an independent satellite television provider’s services for the convenience of the landline telephone provider’s customers. All costs and fees, and other material information mentioned throughout this comment, are not always disclosed in an adequate or clear and conspicuous manner in these circumstances — no doubt in part because the landline

¹⁷ See, e.g.: Oregon Unlawful Trade Practices Act ORS 646.605 *et seq.*; Texas Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. and Com. Code 17.41, *et seq.*; Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, *et seq.*

¹⁸ For example, a “shortfall charge” has appeared on some consumers’ telephone bills for long-distance telephone plans advertised for a low monthly fee. However, that low monthly fee cannot be realized by consumers due to a higher minimum spend level. Consumers are assessed the “shortfall charge” if their long-distance usage does not result in the higher minimum spend level.

¹⁹ We stress that where this is the case, it does not change the unlawful nature of the misleading advertisement or potential legal ramifications for the unlawful conduct. Subsequent point-of-sale disclosures cannot “cure” unlawful advertising.

²⁰ For example, one internet provider advertises a “30-day trial period,” and consumers have complained that they thought they would not have to pay for the service, when in actuality the “trial period” only means that the consumer can cancel during that time without incurring the early-termination fee.

telephone provider's staff are, for all intents and purposes, selling another provider's services as opposed to the services they're most familiar with. These bundling problems are becoming more frequent with regards to certain early termination fees. When buying bundled services, determining which of the bundled services may have early termination fees, and which may not, is resulting in noticeable consumer confusion and frustration.²¹

VI. INITIAL GENERAL RECOMMENDATIONS:

We encourage the Commission to evaluate the benefits of general requirements for clear and conspicuous disclosures, both in advertising and at the point-of-sale, of the above-mentioned material terms, conditions, costs, and fees. We request that the Commission also consider more specific rules for disclosures pertaining to bundled communications services.

One additional area of concern and confusion for consumers involves the purchase or lease of equipment from communications providers. Recent information has indicated consumers often don't even know whether they are purchasing or leasing equipment. In given transactions, consumers may believe they have purchased equipment required to receive certain services, when in reality they are leasing the equipment, or vice versa. Just as with installation costs and fees mentioned previously, with the increasing popularity of satellite television, digital cable, and broadband internet, it is becoming increasingly important to disclose aspects regarding ownership of necessary equipment. We submit that the Commission could help resolve these concerns through the use of specific advertising and point-of-sale disclosure requirements regarding the purchase or lease of equipment.

We also encourage the Commission to take into consideration the long history of effective consumer protection by the states and their respective Attorneys General. As set forth in past comments to the Commission, we reiterate the unique position Attorneys General and state regulatory entities play in keeping the marketplace lawful, through the enforcement of state laws and regulations which compliment, as opposed to contradict, federal law and regulations. In September of 2006 a letter was sent to Congress, signed by 41 Attorneys General, regarding the potential harm of preemption in the regulation and oversight of wireless carriers. The Attorneys General stressed that the Commission could not protect consumers alone, that "[s]tate oversight is needed to monitor practices...[.]" and that "states need to be free to discern and deal with unfair business practices that may be unique to an industry by passing specific laws designed to protect their consumers."²² These arguments ring true regarding many telecommunications and communications-related services, not just wireless services. Further, the Commission should evaluate the success of certain state and federal regulatory cooperative authority,

²¹ Complaints have indicated that some consumers are confused about which provider they are using, and often feel that neither provider is accountable for the consumer's issues with the bundled services.

²² September 14, 2006, letter to Members of Congress from the National Association of Attorneys General regarding opposition to Sections 1006 and 1008 of H.R. 5252, the "*Advanced Telecommunications and Opportunity Reform Act*."

such as the success of state-federal authority exercised for many years to help combat cramming and slamming.

VII. CRAMMING:

Unfortunately, despite both the success of state-federal regulatory cooperation in fighting cramming and Attorneys General lawsuits against crammers for violations of consumer protection laws, cramming remains a problem.²³ The profitability of cramming and the ease with which crammers can submit unauthorized charges continues to make it an attractive business model, and complaints are once again on the rise.²⁴

Cramming is profitable in part because, even with regulations and state-federal regulatory cooperative authority to help consumers identify and reverse unauthorized charges on their telephone bills, unauthorized charges often still go overlooked by consumers for a variety of reasons. A reason often given by consumers, when asked why they did not detect an unauthorized charge, is that they did not know that third parties could even put charges on their telephone bills. Complaints and investigations indicate consumers regularly miss these charges simply because they do not know to look for them.²⁵ While most consumers know to closely guard their credit card number and closely monitor their credit card bills, consumers may be less wary of giving out their telephone numbers, because they are unaware that unscrupulous individuals may use telephone numbers to extract money through their telephone bills. Since consumers may not know that entities which are not their provider can put charges on their telephone bills, consumers may have no reason to be suspicious when they see those types of charges, and may assume that the charges are properly authorized by their provider.

Another reason often given by consumers for not detecting unauthorized charges is the low dollar amount of the charges. Complaints and investigations indicate crammers often charge nominal monthly fees on consumers' phone bills, in an attempt to avoid drawing attention to the charges. Consumers may not question the relatively small increase in their bill the first month it occurs, which then becomes a reoccurring and therefore "normal" fee from month-to-month. This minimal discrepancy is especially problematic for non-profit entities, government agencies, and businesses that usually pay for several lines, where bills can often range in the hundreds, if not thousands of dollars. In addition, consumers sometimes encounter difficulty in removing unauthorized charges, either because telephone providers refer them to the third parties responsible for the charge or because consumers encounter resistance in getting either the providers or the third parties to accept responsibility for determining whether the charge is proper.

²³ See e.g.: *People of the State of Illinois v. LiveDeal, Inc.*, and *People of the State of Illinois v. Minilec ISP Warranty, LLC*. Illinois alone has filed 30 cramming related lawsuits since 1996.

²⁴ For example, in Illinois consumers filed 27 complaints in 2005, 45 in 2006, 82 in 2007, 277 in 2008, and there have been 203 complaints in 2009 through September.

²⁵ *State of Oregon ex rel John R Kroger, Attorney General v. Simple.net Inc., f/k/a Dial-Up Services, Inc., d/b/a Simple.Net, an Arizona Corporation*; In the Circuit Court for the State of Oregon, County of Lincoln, 082810.

We encourage the Commission to evaluate the benefits of giving consumers more authority over which, if any, third-party entities may place charges on consumers' telephone bills. Requiring providers to obtain "opt-in" consent from consumers before third-party charges can be placed on their bills, or requiring providers to allow consumers to "opt-in" for blocking third parties from placing charges on their bills, should be considered.

Although we acknowledge that prohibiting third parties from placing charges on telephone bills may be a difficult step, we believe that the harm to consumers caused by this practice heavily outweighs any benefits derived from remaining with the status quo. We believe this is especially true when analyzing the current trend of non-telecommunication-related entities, such as credit-repair services, warranty services, or online services submitting charges on consumers' telephone bills. A telephone bill is simply not the proper billing method for such charges.

An "opt-in" model would enable consumers to control access to their telephone bills and prevent unlawful and unauthorized charges. Consumers who wish to be billed for third-party services on their telephone bills could have an option to lift the block, to "opt-in" — although we encourage the Commission to evaluate the benefits of requiring providers to allow consumers to "opt-in" for specified third-party charges, as opposed to an "all or nothing" requirement. Even if opt-in consent is not realistic as the default option for consumers upon signing up for telephone services, we encourage the Commission to evaluate the benefits of at least requiring providers to make available to consumers the option of blocking such third-party charges.

As stated above, the vast majority of consumers may simply not understand how vulnerable their telephone bills are to unlawful and unauthorized charges. In addition to the above recommendations, we encourage the Commission to evaluate the benefits of potential educational efforts to better apprise consumers of the nature of telephone bills. If consumers were educated to protect their telephone numbers like they do their credit card numbers, it is likely that unlawful and unauthorized charges would be identified and reversed at a higher rate.

VIII. UNIFORM "Schumer Box"-TYPE DISCLOSURES:

Finally, we believe that the Commission's suggestion of a "Schumer Box"-type disclosure requirement would be of great benefit to consumers. As the Commission is already aware, all credit card companies are required to provide the same basic information on rates and charges, in the same format, to all potential customers.²⁶ Requiring standardized disclosures for each communications market would increase every consumer's ability to compare services and therefore enhance competition and efficiency in the overall marketplace. Though consumers may require different information for the various communications services, there are certain "basics" that

²⁶ *NOI*, __ FCC Rcd __, para. 47.

should be required across-the-board. As set forth previously in this comment, every service provider should be required to disclose: an accurate monthly fee (including estimated fees and taxes where applicable); all usage fees that may apply, including usage limits for particular features and associated overage charges; the contract length, if any; the amount of any early termination fee and the circumstances under which it will apply; any up-front equipment or installation costs or requirements; if a promotional price is being offered, the length of the promotion, the monthly promotional fee, and the monthly fee and usage charges after the promotion period ends; and, the minimum total costs or estimated minimum total costs to consumers of the contract in its entirety.²⁷ Given the confusion created by the increasingly popular bundling of services, it is important to also evaluate the benefits of mandating this basic information to consumers in similar formats across the various types of communications services being offered in bundles, to the extent practicable. Requiring additional information particular to the type of service should also be considered (*e.g.*, wireless companies should disclose the amount of minutes plans provide, etc), and we encourage the Commission to evaluate the benefits of mandating similar formats for other such specified disclosures.

²⁷ Requiring the disclosure of these basic terms is akin to the requirements under the Truth-in-Lending Act that every credit and charge card issuer must disclose: 1, the annual percentage rate; 2, any fees for issuance or availability; 3, the minimum finance charge; 4, any transaction charges; 5, the grace period; 6, the balance computation method; 7, a statement on charge card payments; 8, any cash advance fee; 9, any late payment fee; 10, any over-the-limit fee; and 11, any balance transfer fee. 12 C.F.R. § 226.5a(b).