

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

-----X
JEREMY ZIELINSKI,

Plaintiff,

-against-

TIME WARNER CABLE, INC.,

Defendant
-----X

VERIFIED COMPLAINT

Gen. Bus. L. § 349

Gen. Bus. L. § 350

JURY TRIAL DEMANDED

Index. No. 5697-14

Plaintiff JEREMY ZIELINSKI alleges:

 **COPY**

INTRODUCTION

1. This is an action brought under NY General Business Law ("GBL") § 349, which prohibits "deceptive acts or practices," and GBL § 350, which prohibits "false advertising." Defendant TIME WARNER CABLE, INC. ("TWC") has engaged and continues to engage in conduct which violates these prohibitions in connection with the sale and provision of Internet access lines to consumers in New York State, including but not limited to:

- A. Printing and stating prices for products and services in advertising and promotional materials which are false and materially misleading because they do not reflect the actual prices which will ultimately be charged to consumers for those services;
- B. Overbilling consumers for services and products not ordered or not received and failing to have adequate control and response procedures to deal with billing errors;
- C. Falsely printing and stating that a much smaller number of "cable modems" are technologically compatible with TWC Internet access lines than actually are, in order to deceive consumers into believing they cannot purchase or use personally-owned, low-price, technologically-compatible modems so that they will instead "lease"



modems from TWC at exorbitant rates, often the very same ones which TWC says "will not work;" and

- D. Publicly promoting high quality customer service as a valuable selling point while actually failing to properly train, supervise, and discipline customer service representatives at various levels, resulting in mass incompetence and intransigence amongst consumer-facing staff so difficult to deal with that many consumers with legitimate grievances about overcharging, billing errors, and service failures are unable to resolve their disputes or simply give up out of sheer frustration.

By this action, Plaintiff seeks declarations that TWC's practices are unlawful, to enjoin those practices, and to recover treble damages, costs, and fees.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to GBL § 349(h) and GBL § 350-e(3). Venue is proper in the County of Albany because Plaintiff resides in, and the defendant does business in, the county and because the events giving rise to this action occurred in this county and are believed to be consistent across New York State.

PARTIES

3. Plaintiff is a New York State resident and consumer.
4. TWC is a Delaware corporation, headquartered at Time Warner Cable, Inc., 60 Columbus Circle, New York, NY 10023, which does business in New York State. TWC is the second largest cable television and Internet access line provider in the United States, with approximately 14 million customers nationwide.

FACTS

5. On or about June 18, 2014 Plaintiff moved into a new apartment in Watervliet, NY. Like many consumers who live in areas lacking any real broadband Internet access line provider competition, for Plaintiff, defendant TWC is the only provider of high-speed Internet access lines at his address.

TWC CONSISTENTLY PUBLISHES FALSE AND MISLEADING ADVERTISEMENTS

ABOUT THE PRICES FOR ITS VARIOUS SERVICES

6. Lacking any alternative providers, Plaintiff set out to identify the best Internet access line package he could afford from TWC. Browsing through the TWC website, Plaintiff encountered an advertisement for a "Standard" Internet access line. While the rest of the modern world, and even otherwise-third world countries, enjoy substantially faster and better-value Internet access lines,¹ TWC's "Standard" Internet access line package was advertised at \$34.99 per month for "up to" 15Mbps downstream speeds and "up to" 1Mbps downstream speed. TWC's *fastest* available upstream speed advertised is a paltry "up to" 5Mbps.

7. There were no qualifiers, asterisks, provisos, or anything else visible on the advertisement or anywhere else on the page Plaintiff was viewing indicating that Plaintiff would be paying anything more than \$34.99 per month for his Internet access line, so he began the process of signing up for "Standard" Internet service. At no time during the entire process of signing up and scheduling an installation of a "cable modem," a necessary component for

¹ See http://en.wikipedia.org/wiki/Internet_in_South_Korea#Internet_speed (South Koreans get 1Gbps Internet for \$20/month, more than 100 times faster than average US speeds); <http://www.netindex.com/download/allcountries> (the Republic of Moldova is the poorest country in Europe according to the CIA World Factbook, yet nevertheless enjoys average Internet access speeds of 47.84Mbps).

receiving the advertised service, did anything appear to disclose additional fees beyond the advertised \$34.99.

8. On or about June 20, 2014 two technicians showed up at Plaintiff's address to install a "cable modem" at Plaintiff's address. The defendant's technicians, who upon information and belief were not actually employed by TWC but were subcontracted to install modems for TWC customers, installed a DOCSIS 2.0 Motorola Surfboard 5101N modem. In short order, the modem was up and running, the technicians left, and Plaintiff was enjoying a slow (by world standards) but tolerable Internet access experience.

9. On or about the next day, Plaintiff went again to the TWC website, created a customer login profile, and logged in to TWC's system, intending to set up automatic billing and payment arrangements for his account.

10. After logging in, Plaintiff was able to view an online statement for his account. Plaintiff expected as a result of the advertising that his bill would be \$34.99, plus perhaps some small amount in taxes.² To his shock, however, the bill was nearly three times that amount – it was \$94.45. Although the Internet service was advertised at \$34.99 per month, Plaintiff was billed \$39.99 for it. There was an unexplained "Internet modem lease" fee of \$5.99 added to the bill, and an "Internet, Install service" fee of \$47.99 added as well. The bill also included charges for services not yet rendered. *Exhibit A.*

11. At no time during the entire process of viewing the advertisements on TWC's website, scheduling an installation, speaking with the technicians, or setting up his account did Plaintiff agree to any "Internet modem lease" with TWC, nor did he agree to an "Internet, Install service" fee of any kind.

² Although TWC did not disclose that there would be any taxes, Plaintiff reasonably did expect that there would be some amount of tax as there is with just about any product or service.

12. On or about the next day, Plaintiff called the defendant's customer service number to complain about the overbilling. Plaintiff specifically informed TWC that the prices and services billed for were neither advertised, explained, nor agreed to. After waiting on hold for some time, a representative claimed that the \$34.99 was a "promotional price" that should not have been on the website anymore and that the "modem lease" fee and installation fee were "standard" and could not be taken off. Inexplicably, the representative nevertheless agreed to remove the \$47.99 "Internet, Install fee" from the bill.

13. Because neither the \$39.99 monthly fee nor the \$5.99 "modem lease" fee were advertised nor agreed to, Plaintiff did not pay the overly-high bill.

14. On June 23, 2014, anticipating future problems with TWC, Plaintiff opted to not agree to resolve disputes through arbitration. *Exhibit B.*

15. On or about July 11, 2014, TWC issued another bill. While the \$47.99 installation fee was removed, TWC still billed Plaintiff \$39.99 for Internet access line service and another \$5.99 for the "modem lease" fee. Also, like the previous month's bill, the July 11, 2014 bill billed for services which had not yet been rendered. Combined with the previous month's overbilling, Plaintiff's bill was \$92.92. *Exhibit C.*

16. Plaintiff again called and complained to TWC customer service about the overbilling, and was eventually promised that the price would be reduced to what was advertised. While Plaintiff did not track the exact dates and times of these calls, upon information and belief the dates, times, representatives involved, and recordings of said calls are maintained in the records of TWC.

17. On or about August 11, 2014, TWC issued a third bill, *still* charging \$39.99 per month plus a \$5.99 "modem lease" fee. This bill was identical in all respects to the first two bills, including charges for services not yet rendered, and totaled \$139.38. *Exhibit D*.

18. Over this time period, Plaintiff made numerous calls to various customer service representatives, and received several calls back. All of these conversations were fruitless. Eventually, after complaining all the way up the TWC chain of command, Plaintiff spoke with someone in its Executive offices, and laid out the entire chain of events. Only when Plaintiff threatened to file a lawsuit for violations of GBL § 349 did TWC finally relent and remove the overbillings. In an apparent attempt to appease Plaintiff, TWC agreed to temporarily reduce his bill to \$19.99 per month plus a \$5.99 per month "modem lease" fee.

19. Upon information and belief, TWC has perpetrated similar and identical false, misleading, and deceptive acts and practices against numerous consumers across New York State. TWC's practices are so widespread that they have attracted national media attention. In a recent Huffington Post article entitled *Time Warner Cable's Advertised \$89.99 Triple Play: Now \$190.77. What the F@#\$X\$!?*, available at http://www.huffingtonpost.com/bruce-kushnick/time-warner-cables-advert_b_6009364.html (last visited November 6, 2014, pseudo-expletives in original), the author publicly laid out how TWC systematically overcharges consumers by: billing for services not yet rendered; including false statements of "savings;" billing for non-advertised fees for equipment necessary to receive the services advertised; billing various "pass through" fees under which TWC bills customers for taxes and fees that TWC is responsible for; billing for "public access" fees which are not, but are deceptively crafted to appear as if they are, government-mandated fees; miscalculating government-mandated charges; and arbitrarily

increasing prices without notice. The article generated nearly 1,000 comments from consumers who have experienced similar problems, many of whom are in New York State. *Exhibit E*.

20. Thus, upon information and belief, TWC's practices of advertising prices for services which do not clearly disclose the total cost to the consumer, charging consumers higher prices than advertised, adding arbitrary, fictitious and deceptive fees, and making it extremely difficult for consumers to resolve these disputes are its standard operating practices in New York State.

TWC MAKES PLAINLY AND DEMONSTRABLY-FALSE STATEMENTS
ABOUT WHICH DEVICES ARE TECHNOLOGICALLY-COMPATIBLE
WITH ITS INTERNET ACCESS LINE NETWORKS

21. In the course of attempting to resolve the dispute with TWC over the unadvertised "modem lease" fees, several TWC customer service representatives suggested to Plaintiff that he could personally purchase a "cable modem" and use it to receive the TWC service. TWC's customer service representatives directed Plaintiff to the TWC website to identify which modems are "compatible" with TWC service.

22. TWC publishes on its website a list of modems which are "approved" for purchase and use by consumers. That list contains, as of November 6, 2014, a total of 17 different models of "cable modem." *Exhibit F*.

23. In the online version of TWC's "Residential Services Subscriber Agreement," available at http://help.twcable.com/twc_sub_agreement.html (last visited November 6, 2014) and attached in relevant part as *Exhibit G*, TWC links to that modem list and unambiguously

states "If you attempt to use a modem that is not on the list, the [High Speed Data] Service *will not work*." (emphasis added).

24. TWC's statements that modems other than those on the "approved" list "will not work" with TWC's Internet access lines are plainly and demonstrably false. TWC's high-speed hybrid fiber-coax network uses DOCSIS 2.0 and 3.0 modems, and numerous modems other than those on the "approved" list are technologically-compatible with TWC's network.

25. Another page on TWC's site, taken down at an unknown point in the last few months, contained a list of which modems TWC will "approve" if owned by a consumer and which modems TWC will "lease" to consumers. The list of modems which are compatible with its services is substantially larger than the "approved" list. Many modems which TWC falsely claims "will not work" because they are not on the "approved" list are the very same ones that TWC "leases" to consumers and charges them non-advertised fees for. *Exhibit H*.

26. For some modems, the only distinction between whether consumers can use it to receive TWC services is whether TWC or the consumer owns the modem. If the consumer owns it, TWC will not allow the consumer to use it, but if TWC owns it—and can charge the consumer a monthly "modem lease" fee for it—the modem is perfectly acceptable to TWC. There is no legitimate technological reason for this distinction.

27. Many of the modems which TWC falsely claims "will not work" with its services are substantially cheaper than the ones on the "approved" list. TWC's false statements about which modems are compatible with its services, and its refusal to "approve" consumer-owned modems which are actually compatible with its network, have no legitimate technological justification, and are intended to deter consumers from purchasing compatible modems and to coerce them into paying exorbitant and unnecessary "modem lease" fees.

28. Plaintiff desires to purchase and use a personally-owned, low-price, technologically-compatible modem with his TWC Internet access line. However, due to TWC's arbitrary and unjustified refusal to "approve" any modems other than ones which are not cost-effective to purchase, he has not been able to.

29. As with its deceptive billing practices, TWC's deceptive practices with its modems have attracted national media attention. In a Gizmodo article entitled *How to Beat Time Warner's Bullsh*t Modem Rental Fee*, available at <http://gizmodo.com/5948616/how-to-beat-time-warners-bullsht-modem-rental-fee> (last visited November 6, 2014, pseudo-expletive in original), the author publicly laid out that "the list of 'approved for retail' modems list is much shorter than the 'approved for rental list. . . .'" The article attracted more than 500 comments from consumers complaining of TWC's practices in this regard, many of whom are in New York State. *Exhibit I*.

30. Thus, upon information and belief, TWC's practices of deceiving consumers into paying unnecessary "modem lease" fees for TWC-owned equipment by making false statements as to which modems are technologically compatible with its network and arbitrarily refusing to "approve" technologically-compatible modems are its standard operating practices in New York State.

TWC ADVERTISES AND BILLS CONSUMERS

FOR SERVICES IT IS INCAPABLE OF PROVIDING

31. On or about November 1, 2014, Plaintiff grew frustrated with the abysmally slow speeds provided by TWC. After speaking with a TWC representative, who assured Plaintiff that he was receiving "good speeds," Plaintiff decided to see if an upgrade was available. Plaintiff visited TWC's website and was presented with an advertisement which said that for \$10 per

month more, he could receive a "Turbo" Internet access line which would provide "up to" 20Mbps downstream and "up to" 2Mbps upstream speeds.

32. After speaking with a customer service representative and being assured that the "Upgrade" path would only add \$10 per month to his service and would not affect the special rate that the TWC executive team had previously given, Plaintiff proceeded through the upgrade process on November 2, 2014 to purchase "Turbo" service and received a confirmation email that evening. *Exhibit J*. The next morning, he received an email stating "Your order is now complete. You can now begin enjoying your new Time Warner Cable services." *Exhibit K*.

33. Despite TWC's email, Plaintiff observed that his upload and download speeds did not seem to have improved in any noticeable way. He began conducting a series of speed tests and discovered that his upstream and downstream speeds were the same as they were before the upgrade, even though he was now being charged \$10 per month more for TWC services.

34. Plaintiff then contacted TWC customer service using its online chat portal and spoke with several representatives attempting to resolve the problem.

35. The first representative revealed after checking Plaintiff's account that the modem TWC had previously provided was not compatible with the higher speeds. According to that representative, in order to receive the services advertised, Plaintiff would have to travel at his own expense to the local TWC office and swap out the modem for a newer one.

36. The second representative proposed the preposterous solution of giving Plaintiff a one-day credit for the services TWC was apparently incapable of providing, then canceling the upgrade and going back to the lower speeds.

37. When Plaintiff requested to speak to a third representative, that person initially said the first representative was wrong and that the modem *was* compatible with a "Turbo"

Internet access line, then after a speed test showed the same sub-advertised performance it had a few minutes before, changed his mind and said the modem *was not* compatible. Again, the solution was for Plaintiff to travel, at his own expense, to the local office to swap out the modem for a new one. When Plaintiff complained that TWC had not advertised at any point that there would need to be an at-his-own-expense equipment exchange trip and that it was TWC's obligation to actually deliver the services it advertises and charges for, the representative directed Plaintiff to telephone customer service.

38. At no point during the advertising or upgrade process did TWC disclose that Plaintiff's equipment was not capable of delivering the services TWC had advertised, nor did it make any efforts whatsoever after the sale to inform Plaintiff that alternative equipment was necessary. TWC was aware at the time it advertised and sold the "Turbo" upgrade to Plaintiff that the equipment he had was incapable of delivering "Turbo" speeds; indeed that information was readily available to TWC's live chat representatives.

39. Had Plaintiff not proactively conducted his own speed test and complained to TWC customer service, TWC would have simply continued billing Plaintiff for a service it knew it was incapable of providing and, in fact, knew it was not providing.

40. Exasperated at TWC's failure to respond to Plaintiff's complaint, Plaintiff instead gave the representative an ultimatum: TWC could either provide a modem which was capable of delivering the services TWC had advertised and sold to Plaintiff within 72 hours (i.e. by the afternoon of November 5, 2014), or Plaintiff would sue TWC for false advertising and deceptive business practices. The representative agreed to "escalate" Plaintiff's complaint and "assured" Plaintiff that it would be resolved. However, no representative from TWC contacted Plaintiff before the close of business November 5, 2014.

PLAINTIFF'S EXPERIENCES ARE TYPICAL OF CONSUMER EXPERIENCES
WITH TWC EVERYWHERE IT DOES BUSINESS

41. As a result of the foregoing, Plaintiff has been injured in the form of lost time attempting to resolve the foregoing disputes, has lost sleep, and experienced severe and continued humiliation, frustration, and anger. Plaintiff has also been injured by being billed for services not rendered and at prices not advertised or agreed to.

42. So far as Plaintiff is aware, his experiences are typical of consumer experiences with TWC. A simple Google search reveals tens of thousands of consumer complaints of similar problems with TWC across New York State and elsewhere. In recent FCC proceedings evaluating the propriety of TWC's proposed merger with Comcast and "Net Neutrality," nearly 4 million consumers filed comments opposing the merger and in favor of reclassifying companies such as TWC as "common carriers," a substantial number of which were based upon their own personal experiences with TWC's consistently deceptive practices and abysmal service.

43. As a company which enjoys a total monopoly on the provision of high-speed Internet access lines in many areas of New York State and elsewhere, TWC has a heightened duty to ensure that it does not deceive or abuse customers who rely on its services. Internet access is essential to many aspects of modern life, and TWC has utterly failed to live up to its duties to not abuse its monopoly.

44. Upon information and belief, TWC maintains numerous records, including emails, chat transcripts, recorded telephone calls, and internal communications which will demonstrate that Plaintiff's experiences and injuries and those of similarly-situated consumers are the result of TWC's standard operating procedures.

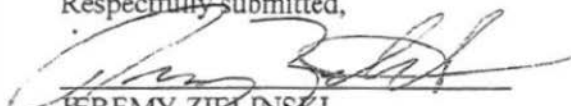
PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court enter judgment:

- A. Declaring that the foregoing practices are unlawful;
- B. Enjoining TWC from engaging in the foregoing unlawful practices;
- C. Directing TWC to prominently disclose in all advertisements and other promotional materials the total cost of receiving each and every advertised service after inclusion of all fees which will or reasonably can be expected to be charged;
- D. Awarding Plaintiff treble damages, costs, and fees; and
- E. Granting such other and further relief as may be determined to be just and proper under all the circumstances.

Date: 11/7/2014

Respectfully submitted,

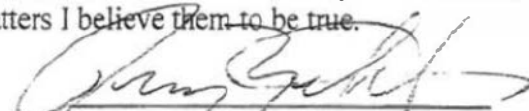

JEREMY ZIELINSKI
Plaintiff, Pro Se



VERIFICATION

I, Jeremy Zielinski, being first duly sworn, do hereby declare that I am the plaintiff in the foregoing complaint and that the matters alleged therein are true and correct, except as to matters alleged upon information and belief and as to such matters I believe them to be true.

Date: 11/7/2014


JEREMY ZIELINSKI

Sworn to before me on this
7 day of November, 2014.



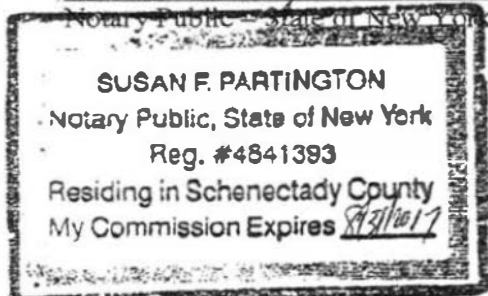


EXHIBIT A



Customer service
Call us anytime 1-866-321-2225
Visit us at twc.com

Account number

Due date	Service period	Amount due
Jul 2, 2014	06/20-07/19	\$94.45

Service address

Partial month charges	45.98
Current month	
One time charges	47.99
Taxes, fees & surcharges	.48
Total due on Jul 2, 2014	\$94.45

ENJOY TWC BETTER

Watch Live TV on any device, at home or on-the-go, with the TWC TV® app.

Win FREE tickets to sports, concerts, premieres and more. Visit twc.com/exclusives for access.

Access over 200,000 FREE WiFi hotspots with our WiFi Finder app.

Manage your account online at My Account (formerly known as MyServices) and go paperless.

Start Over® shows already in progress by clicking SELECT while on a particular channel, no DVR needed.

Welcome to Time Warner Cable! We are proud to have you as a customer and look forward to serving you.



3140 W ARROWOOD RD CHARLOTTE NC 28273-0001

Please detach and enclose this coupon with your payment.



** Please allow 7 - 10 days for delivery and payment processing. See reverse side for more convenient payment options.

Payment due date
Jul 02, 2014

Total amount due
\$94.45

Account number

Amount enclosed

TIME WARNER CABLE
P.O. BOX 70872
CHARLOTTE, NC 28272-0872

Jermy Ziellinski

Amount due on Jul 02, 2014: \$94.45

Account number [REDACTED]

Customer code [REDACTED]

Statement date June 21, 2014



Partial month charges/credits		
06/20-07/19	Standard Internet	39.99
	Internet Modem Lease	5.99
	Total partial month charges/credits	45.98
Current monthly services		
	Standard Internet Includes: (promotional offer expires 06/19/2015)	
	Total current monthly services	.00
One time charges		
06/20	Install, Internet Service	47.99
	Total one time charges	47.99
Taxes, fees & surcharges		
	State and Local Sales Tax	.48
	Total taxes, fees & surcharges	.48
	Total due on July 2, 2014	\$94.45

Continued from previous column

On twc.com

Visit twc.com/account to pay your bill online, view FAQs/self-help options and chat with a live agent. Just have your customer code above on hand.

Through your mobile device

With our free My TWC® app.

Over the phone

Call us anytime at 1-866-321-2225 and simply say "pay my bill" to pay your bill for free. Or you can speak to someone live with any questions about your bill.

Reach us at your convenience**In person**

Colonie Center
2nd Floor near Sears
131 Colonie Center
Albany, NY 12205
Monday through Saturday 10am - 9:30pm
Sunday 11am - 6pm

Continued on next column

Pay online

Go green with online bill payment.
Sign up at twc.com/account
Have your account number and customer code ready, found on the top of this page.

Pay by phone

Make a credit card payment free of charge using our automated payment option at **1-866-321-2225**; simply say "pay my bill".
Use your Visa, MasterCard, Discover or American Express card.

Customer Information

Experiencing technical issues with closed captioning? Call 1-800-TWCABLE, email closedcaption@twcable.com, or fax to 1-877-430-1386. Address written complaints to H. Dudash, Administrator, 13820 Sunrise Valley Dr., Herndon, VA 20171, email twc.closedcaptioningissues@twcable.com, or fax to (704) 697-4935. To follow up on a written submission only, call (877) 276-7432.

If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

Visit twc.com/careers for career opportunities at Time Warner Cable.

TWC imposes surcharges to recover costs of complying with its governmental obligations.

Franchising Authority: City of Watervliet City Hall, Watervliet NY 12189 ID#: NY0340 Phone: 1-518-270-3810
Unresolved Inquiries:
NYS Public Service Commission
1-800-342-3377

EXHIBIT B



Search bar containing the text "section 14" and a magnifying glass icon.

Form for zip code entry with the text "Enter Your Zip Code" and a "GO" button. Below it are links for "Check Email" and "My Account Sign In".

Residential Services Subscriber Agreement Arbitration Opt-Out

Your request has been received and your records will be updated. Thank you.

Arbitration Opt Out Q&As

Q: What happens if I "opt out" of the arbitration provision contained in the Residential Services Subscriber Agreement?

A: You will remain a Time Warner Cable customer and continue to enjoy all the same services you received before you opted out. Your opt-out only applies to the arbitration provision contained in Section 15 of the Time Warner Cable's Residential Services Subscriber Agreement and not to any other aspect of your relationship with Time Warner Cable.

Q: How long do I have to opt out?

A: If the agreement containing the "opt out" right was in effect when you became a Time Warner Cable customer, then the 30-day period begins on the date you began to receive our services. If you were an existing customer when the arbitration provision or any material change to it became effective, then you have thirty days from the effective date in which to opt out. The effective date is 30 days after you are provided notice of any changes to the arbitration provision either through a bill message or any other means.

[*]
Site Feedback

Products

- Packages
- Digital Cable TV
- Internet
- Home Phone
- IntelligentHome

Services

- Pay Your Bill Online
- Ways to Pay Your Bill
- Moving?
- My Account Login
- TWC Apps
- Check Email

Support

- Browse Support
- Program Your Remote
- Channel Lineup
- Closed Captioning
- Welcome to TWC
- TV Parental Controls
- Internet Safety
- Accessibility

Contact Us

- TWC Forums
- Contact Us
- TWC Stores
- Investor Relations
- Careers
- Email Offers

Other Sites

- TWC Conversations
- TWC Media
- Community Solutions
- Connect a Million Minds
- Mi Cultura
- TWC SportsNet
- TWC Exclusives
- Español

Follow Us

- Facebook
- Twitter
- YouTube
- Untangled Blog

EXHIBIT C

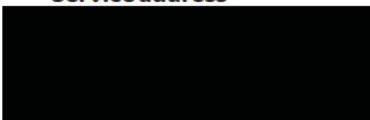


Customer service
Call us anytime 1-866-321-2225
Visit us at twc.com

Account number

Due date	Service period	Amount due
Aug 1, 2014	07/20-08/19	\$92.92

Service address



Previous balance & payments

Previous balance 94.45

Current month

Current monthly services	45.98
Adjustments/credits	-47.99
Taxes, fees & surcharges	.48

Total due on Aug 1, 2014 \$92.92

ENJOY TWC BETTER

Watch Live TV on any device at home or on-the-go with our Free TWC TV® app.

Win free tickets to sports, concerts, premieres and more. Visit twc.com/exclusives to see what's waiting for you.

Access over 250,000 free TWC WiFi® hotspots nationwide. Use our WiFi Finder app to easily get online.

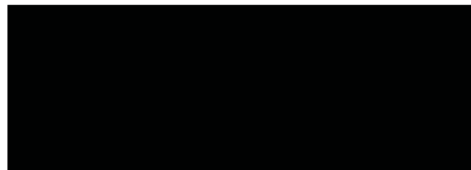
Sign up for free paperless billing at twc.com/account - just use your customer code on this bill.

Thank you for being a Time Warner Cable customer.

Please detach and enclose this coupon with your payment.



3140 W ARROWOOD RD CHARLOTTE NC 28273-0001



** Please allow 7 - 10 days for delivery and payment processing. See reverse side for more convenient payment options.

Payment due date
Aug 01, 2014

Total amount due
\$92.92

Account number

Amount enclosed

TIME WARNER CABLE
P.O. BOX 70872
CHARLOTTE, NC 28272-0872



Jeremy Ziellinski
 Amount due on Aug 01, 2014: \$92.92
 Account number [REDACTED]
 Customer code [REDACTED]
 Statement date July 11, 2014



Previous balance		
06/21	Balance last statement	94.45
Total previous balance		94.45
Current monthly services		
07/20-08/19	Standard Internet	39.99
	Includes: Standard Internet (promotional offer expires 06/19/2015)	
	Internet Modem Lease	5.99
Total current monthly services		45.98
Adjustments/credits		
06/23	Installation Charge Adjustment	-47.99
Total adjustments/credits		-47.99
Taxes, fees & surcharges		
	State and Local Sales Tax	.48
Total taxes, fees & surcharges		.48
Total due on August 1, 2014		\$92.92

Continued from previous column

On twc.com

Visit twc.com/account to pay your bill online, view FAQs/self-help options and chat with a live agent. Just have your customer code above on hand.

Through your mobile device

With our free My TWC® app.

Over the phone

Call us anytime at 1-866-321-2225 and simply say "pay my bill" to pay your bill for free. Or you can speak to someone live with any questions about your bill.

Reach us at your convenience

In person

Colonie Center
 2nd Floor near Sears
 131 Colonie Center
 Albany, NY 12205
 Monday through Saturday 10am - 9:30pm
 Sunday 11am - 6pm

Continued on next column

Pay online

Go green with online bill payment.
 Sign up at twc.com/account
 Have your account number and customer code ready, found on the top of this page.

Pay by phone

Make a credit card payment free of charge using our automated payment option at **1-866-321-2225**; simply say "pay my bill". Use your Visa, MasterCard, Discover or American Express card.

Customer Information

Experiencing technical issues with closed captioning? Call 1-800-TWCABLE, email closedcaption@twcable.com, or fax to 1-877-430-1386. Address written complaints to H. Dudash, Administrator, 13820 Sunrise Valley Dr., Herndon, VA 20171, email twc.closedcaptioningissues@twcable.com, or fax to (704) 697-4935. To follow up on a written submission only, call (877) 276-7432.

If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

Visit twc.com/careers for career opportunities at Time Warner Cable.

TWC imposes surcharges to recover costs of complying with its governmental obligations.

Franchising Authority: City of Watervliet City Hall, Watervliet NY 12189 ID#: NY0340 Phone: 1-518-270-3810
 Unresolved Inquiries: NYS Public Service Commission 1-800-342-3377

EXHIBIT D



Customer service
Call us anytime 1-866-321-2225
Visit us at twc.com

Account number

Due date	Service period	Amount due
upon receipt	08/20-09/19	\$139.38

Service address



Previous balance & payments

Previous balance 92.92

Current month

Current monthly services 45.98
Taxes, fees & surcharges .48

Total due upon receipt \$139.38

ENJOY TWC BETTER

Watch Live TV on any device at home or on-the-go with our Free TWC TV® app.

Win free tickets to sports, concerts, premieres and more. Visit twc.com/exclusives to see what's waiting for you.

Access over 250,000 free TWC WiFi® hotspots nationwide. Use our WiFi Finder app to easily get online.

Sign up for free paperless billing at twc.com/account - just use your customer code on this bill.

Your account is now 30 days past due. Please call us at 1-800-892-2253 to make a payment at your earliest convenience.



3140 W ARROWOOD RD CHARLOTTE NC 28273-0001



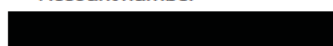
Please detach and enclose this coupon with your payment.

** Please allow 7 - 10 days for delivery and payment processing. See reverse side for more convenient payment options.

Payment due date
upon receipt

Total amount due
\$139.38

Account number



Amount enclosed

TIME WARNER CABLE
P.O. BOX 70872
CHARLOTTE, NC 28272-0872



Jeremy Ziellinski

Amount due upon receipt: \$139.38

Account number

Customer code

Statement date August 11, 2014



Previous balance		
07/11	Balance last statement	92.92
Total previous balance		92.92
Current monthly services		
08/20-09/19	Standard Internet	39.99
	Includes: Standard Internet (promotional offer expires 06/19/2015)	
	Internet Modem Lease	5.99
Total current monthly services		45.98
Taxes, fees & surcharges		
	State and Local Sales Tax	.48
Total taxes, fees & surcharges		.48
Total due upon receipt		\$139.38

Continued from previous column

Through your mobile device

With our free My TWC® app.

Over the phone

Call us anytime at 1-866-321-2225 and simply say "pay my bill" to pay your bill for free. Or you can speak to someone live with any questions about your bill.

Reach us at your convenience**In person**

Colonie Center
2nd Floor near Sears
131 Colonie Center
Albany, NY 12205
Monday through Saturday 10am - 9:30pm
Sunday 11am - 6pm

On twc.com

Visit twc.com/account to pay your bill online, view FAQs/self-help options and chat with a live agent. Just have your customer code above on hand.

Continued on next column

Pay online

Go green with online bill payment.
Sign up at twc.com/account
Have your account number and customer code ready, found on the top of this page.

Pay by phone

Make a credit card payment free of charge using our automated payment option at **1-866-321-2225**; simply say "pay my bill". Use your Visa, MasterCard, Discover or American Express card.

Customer Information

Experiencing technical issues with closed captioning? Call 1-800-TWCABLE, email closedcaption@twcable.com, or fax to 1-877-430-1386. Address written complaints to A. Long, Legal, 13820 Sunrise Valley Dr., Herndon, VA 20171, email twc.closedcaptioningissues@twcable.com, or fax to (704) 697-4935. To follow up on a written submission only, call 877-276-7432.

If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

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Unresolved Inquiries:
NYS Public Service Commission
1-800-342-3377

EXHIBIT E



Alex From Target Not Quite What He Seemed, Viral Marketing Company Takes Credit (Update)



Guy Dresses Up As A CVS Receipt, Wins Halloween



Kmart Black Friday Shopping Will Start At 6 A.M. On Thanksgiving

THE BLOG

Featuring fresh takes and real-time analysis from HuffPost's signature lineup of contributors

HOT ON THE BLOG

Ruby Wax Eugene Jarecki

Laurie David Pras Michel



Bruce Kushnick Executive Director, New Networks Institute

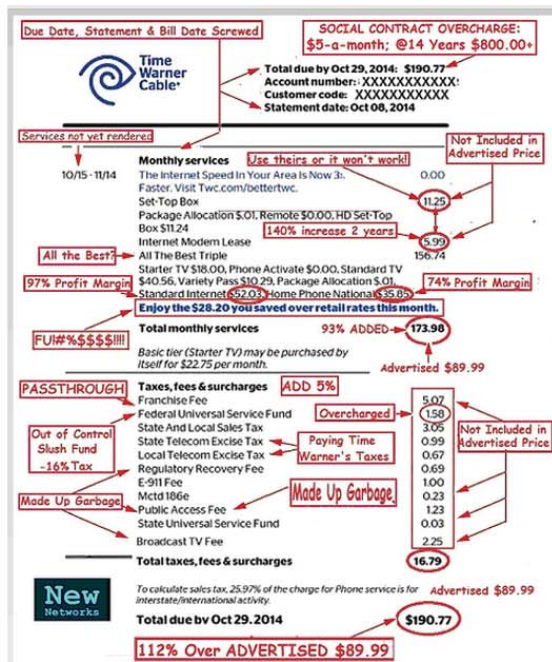
Time Warner Cable's Advertised \$89.99 Triple Play: Now \$190.77. What the F@#\$X\$!?

Posted: 10/18/2014 10:01 pm EDT Updated: 10/19/2014 3:59 pm EDT

Like 590, Share 220, Tweet 148, LinkedIn 0, Email 27, Comment 29

From: "The Book of Broken Promises: \$400 Billion Broadband Scandal & Free the Net"

This is my October 2014 Time Warner "Triple Play" bill. When I signed up, less than two years ago, it was advertised at \$89.99 and today, less than two years later, the actual price is 110% more -- now \$190.77. Click for Full Size.



Fact is -- you can never, ever get the advertised price because it doesn't include many of the fixed costs, like the set top box, not to mention it is littered with pass-throughs of the company's taxes and fees, including the cable franchise fees. To add insult to injury, there are a bunch of garbage, made up charges, and let us not forget the increases on all services -- the 'Internet modem' fee went up 140 percent.

Not to mention I was overcharged as the Universal Service Fund calculation is wrong by \$.07 -- not in my favor.

I know most of you reading this "feel mv pain."

SUGGESTED FOR YOU

Teens Suspended Over Controversial Homecoming Photo



Archeologists Make Incredible Discoveries In Tunnel Sealed 2,000 Years Ago



Pilot Killed After Military Jet Crashes In Southern California



NOPE, NOPE, NOPE: Eel-Like Fish Removed From Man's Bowels



Mexico Is Looking For 43 Missing Students. What Has Been Found Is Truly Terrifying



9 Halloween Costumes That Need To End Right Now



This bill is like going to a restaurant and ordering the \$20.00 dinner 'special' only to get a bill of \$38.68, not counting the allowable taxes. When you ask the wait-person about the extras, they respond -- *Well, there is a "silverware rental" fee -- you could have brought your own utensils, right? A "garbage disposal fee"-- someone had to clean off your plates and take out the trash. And, of course, a "no smoking" fee, because if people could smoke in here, we'd make more money.*

Why Are We Putting Up with This?

First, there should be immediate rate reductions on all services as Time Warner Cable, Comcast, et al, have a monopoly over the cable wire -- I can not simply go somewhere else with my business if I'm unsatisfied. There is no competition for fundamental services, such as 'cable service' or 'high-speed Internet', with a bundle to 'save money', except for, in my case, Verizon, who also uses the exact same, deceptive billing practices.

Because AT&T and Verizon never upgraded most of their territories for cable, over 50% don't have a second 'triple play' choice.

And don't think that the companies can't afford rate reductions. Time Warner Cable showed a 97% profit margin on 'high-speed Internet', as told by their own 2013 annual report - i.e., the company's internal costs to offer the service was \$1.32 and they made \$43.92 on average. In my case, the price is \$52.03 (not counting the applicable taxes, fees and surcharges) and I have the standard, basic package.

Second, there should be an investigation of the Social Contract and the extra \$800.00+ per household that may have been charged to customers. In 1995, the FCC allowed Time Warner (and Comcast) to add up to \$5.00 a month to pay for network upgrades (like high speed Internet) and the wiring of schools. There is no proof that this additional charge was ever taken off the bill or that the schools were wired.

Third, every ridiculous, made up charge should be immediately removed. Period. These charges are part of the cost of doing business for the company. Period! Add them to the advertised price or remove them.

Fourth, every tax, fee and surcharge added to this bill that has been 'passed through' should now be paid by the company. I.e., there is a tax or fee that is supposed to be paid by the company, but they get to pass it on to you, the lucky customer.

Fifth, clean up this deception. This is not a 'promotional price'; it is a deceptive practice that has been allowed to continue for too long. All "must pay to get service charges" should be part of the advertised price. This includes the set top box, which Time Warner's 'agreement' states that other boxes may not work with the Time Warner system.

Finally, the merger of Time Warner and Comcast...? You got to be kidding me! Allowing Time Warner Cable to merge with Comcast, where both have been rated as 'the most hated companies in America', is not in the Public Interest. This is just another version of this bill. Rotten to the core.

Let's examine some of the charges. I note that New Networks Institute & Teletruth's marked up Verizon local service bill is almost always in the Top 5 of any image search for the words 'phone bill'.

This Time Warner Cable bill is just more of the same.

How Do They Abuse Thee? Let Me Count the Ways:

- **Due Date, Statement & Bill Are Screwed** -- This bill is for 'services not yet rendered' from October 15-November 14. The "statement date", Oct 8, doesn't match the timeframe given. This is just one of many truth-in-billing, truth-in-advertising issues.
- **The Set Top Box is now \$11.25** and the agreement states that other set top boxes may not work. This charge is not included in the advertised price.

"Features and Functionality May Differ. Our Services may operate differently depending on the equipment you use to receive them. For instance, if you choose not to lease a set-top box from us, you may be unable to view all available channels for the tier of Service you receive or to perform certain two-way operations."

- **The \$89.99 package increased 93% in hard dollars to \$173.98** (without the taxes, fees and surcharges) in less than 2 years. I never changed the original service.

Personal favorite:

"Enjoy the \$28.20 you saved over retail rates this month.

I feel so much better.

From the New York State Public Service Commission, NY taxing authority and the FCC

Yet Another Reason To Douse Ourselves In Coconut Oil



Aasif Mandvi Opens Up On His 'Complicated Relationship' With His Faith



WATCH: Muslim Students Defend Petition To Revoke Bill Maher's Campus Invite



The Shrimp You Buy May Not Be What



The Shrimp You Buy May Not Be What You Think It Is



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- **Cable Franchise Fee** -- "State regulations do not require that there be a franchise fee for cable television service." Most of the cable companies claim that they pay franchise fees when in fact most of it is passed through.
- **Regulatory Recovery Fee** -- "These charges are not mandated by state or federal authorities and are therefore not charged separately by all telephone companies."
- **Universal Service Fund** -- FCC: "This line item appears when a company chooses to recover its USF contributions directly from its customers by billing them this charge. The FCC does not require this charge to be passed on to customers."
- **Telecom Excise Tax** -- "Unlike the sales tax, the excise tax is imposed on the telecommunications provider, but it may be passed through to the consumers of the service and appear on their monthly bill."

Time Warner Cable's definitions: Understand Taxes on Your Bill.

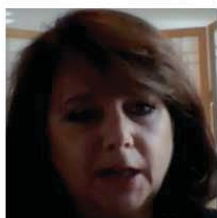
CONCLUSION: The Emperor has no clothes. We've all been had. This is an abuse of all customers and it needs to end now.

In the next few weeks I will be writing more about this topic and what we can do to fix these problems.

MORE: Time Warner, Comcast, Merger, Cable Tv, Broadband, Internet, Fcc, Taxes , Fees, Surcharges, Franchise, Universal Service, Overcharging, Social Contract, Phone Bill

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FiveFingers Maker Will Pay Millions To Suckers Who Bought...

Conversations

29 comments ▾

Add a comment



Phil Liu - Top Commenter

That's what you get when corporations are allowed to write the legislation they abide by. In my opinion, not only should comcast and TWC NOT BE ALLOWED TO MERGE, they should be broken up just like Ma Bell was broken up.. It's clearly a monopoly and the public interest is not being served. In Addition, internet providers in this day and age should be considered common carriers and be forced to provide equal access to everyone for reasonable prices... When is the last time you actually looked something up in a phone book or encyclopedia... Our laws are 2 to 3 decades behind our technology... and with the ridiculous partisanship that exists in politics today, the laws wont be adjusted to meet today's regulatory needs for another 2 decades. Couple all this with the head of the FCC being clearly and unarguably in the pocket of big the big cable providers, and you get a very dismal outlook for the common subscriber.

Reply · Like · 8 · October 20 at 6:21am



Talena Fowler

Give them another year and they will have your bill cranked up to 250 a month. And when you turn it off, they tack a 450 fee to your bill for a "HD receiver" that I never had in my home.

Reply · Like · 7 · October 19 at 8:56pm



Urni Jonz - Columbus, Ohio

\$62 a month for high speed internet and another \$15 for Hulu and Netflix. You could save over \$1,365 a year.

Reply · Like · 6 · October 20 at 6:30am



Joe Hochstuhl - Top Commenter

Except that the \$62 a month you pay for internet service is throttled down for these streaming services to the point that they are almost unusable.

Reply · Like · 2 · October 20 at 7:08am



Otha Lee A Stubblefield - Top Commenter - UCLA Extension

Joe Hochstuhl TWC doesn't throttle Hulu which is why I don't have Netflix.

Reply · Like · October 20 at 7:38am



Donald DeGross - Oswego High School

All those extra taxes and fees are most likely paid to politicians to not step in and control what they charge - All the big companies do it - that's why you have to pay so much - so they can donate millions to politicians campaign funds to get them to vote against regulations

Reply · Like · 4 · October 20 at 5:24am



James Sumitra

That's why it's a promotional price. Read the terms.

Reply · Like · 3 · October 20 at 6:01am



The Angry Consumer

How long you work for them. James?

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Reply · Like · 1 · October 20 at 2:32pm



James Sumitra

The Angry Consumer Use to work for them for less than a year, but a customer for 4. The terms are pretty clear.

Reply · Like · October 20 at 5:19pm



Max Lincoln · Drexel

Not very clear. You will be charged "applicable taxes and fees, surcharges, equipment, non-standard installation, activation fee, Directory Assistance, Operator Services, International calls and other one-time charges". How much of those are mandatory, monthly charges? A few years ago advertising regulations were changed so airlines can no longer exclude mandatory fees from advertised prices. You can't claim "we're 10% cheaper than our competitors" if you're charging 30% more in mandatory fees.

Also, once the promotion ends then "regular rates in effect at that time apply". How much is that? Where does TWC even list the regular rates in effect "today"?

The total fine print on their pricing page is probably 10k words and doesn't even estimate my price.

Reply · Like · October 21 at 7:16am



Mark Salmon · Top Commenter · University of Phoenix

dude, you are whining as if you are being forced to take the service, if you are unhappy with it, TURN IT OFF. I am sure you will be able to function just nicely without cable etc service. Maybe you could read a book (yeah I know horrors of horrors). Plus you can actually get plenty of over the air choices. With HD in all markets many local channels have split off their main channels to offer additional movies etc. You can go to cellular for high speed internet or even low speed. What we now take for granted 20 years ago did not exist. We were quite "happy" with 9600 dial up Internet. So chill out. if you dont like the service, cancel it.

Reply · Like · 2 · October 20 at 4:48am



Kent Freeland · University of Southern California

Do people still have cable? With internet, Skype and other IP-based telecom, plus you can beam internet from your router to TV with free content from Hulu, YouTube etc., for the price of your internet connection, I can't see talking to a cable company anymore.

Reply · Like · 1 · October 20 at 5:46am



Dale Durbin · Top Commenter · Warrenville, Illinois

How many people purchased thinking they'd pay \$90 but expecting to pay double? It's called truth in advertising which cable companies like to avoid.

Reply · Like · 1 · October 20 at 6:55am



Rich Benoit

Soon cable co's will be scratching their heads wondering where everybody went. I for one will be laughing all the way to the bank. Over air antenna and internet is the way to go. Teach these guys a lesson people.

Reply · Like · 2 · October 20 at 7:30am

View 2 more



Mike Turnbaugh

I just recently reduced my TW bill from 150/mo to 35/mo. I got rid of my phone service years ago and I just gave up cable TV. Now I pay only for internet service. Sure I miss some TV programming but an amplified rooftop antenna brings in several channels like FOX, ABC, CBS, NBC and a few PBS offerings. Overall it's a deal I can live with. Sure I would consider going back but only after TW offers service at a reasonable rate. I'm not holding my breath.

Reply · Like · 2 · October 20 at 8:24am



Georgia Lynn · Top Commenter

You aren't missing much, about 1/4 of it is commercials.

Reply · Like · October 20 at 1:19pm



Rich Benoit

Many of us are too stuck into what we watch on TV. So we get too comfortable with the programming we like, thus we keep our cable, with nowhere else to go. But we do have options that we can take, if we so choose. Get an antenna that pulls in HD signals and just get internet service for other programming. I know it will be tough to lose some favorites that we have, but teach the cable company's that we don't need them.

Reply · Like · 1 · October 20 at 7:37am



Ken Lyons · Top Commenter · Castleton-on-Hudson, New York

In my little Service Business, I try to treat my customers exactly like the Companies they work for treat me. Time Warner employees, like most utility company employees never get the little extras that I do for most people for free. We always try to work the bill up 20 or 30 bucks for them. I don't charge them more . . . I simply don't do the little extras for free.

Reply · Like · October 23 at 8:18pm



Douglas Brent · Top Commenter · University of Kentucky

You could supply your own set-top and use a cablecard. You could buy your own modem. You could switch to satellite. You have other options to lower your monthly expense.

Reply · Like · October 23 at 7:47am

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Captured at 03:02:17, 2014-11-05.

http://www.huffingtonpost.com/bruce-kushnick/time-warner-cables-advert_b_6009364.html

Due Date, Statement & Bill Date Screwed

SOCIAL CONTRACT OVERCHARGE:
\$5-a-month; @14 Years \$800.00+



Total due by Oct 29, 2014: \$190.77
Account number: XXXXXXXXXXXXX
Customer code: XXXXXXXXXXXXX
Statement date: Oct 08, 2014

Services not yet rendered

Not Included in Advertised Price

10/15 - 11/14

Monthly services

Use theirs or it won't work!

The Internet Speed In Your Area Is Now 3x Faster. Visit Twc.com/bettertwc.
Set-Top Box
Package Allocation \$.01, Remote \$0.00, HD Set-Top Box \$11.24
Internet Modem Lease
All The Best Triple
Starter TV \$18.00, Phone Activate \$0.00, Standard TV \$40.56, Variety Pass \$10.29, Package Allocation \$.01, Standard Internet \$52.03, Home Phone National \$35.85

0.00

11.25

140% increase 2 years

5.99

156.74

All the Best?

97% Profit Margin

74% Profit Margin

Enjoy the \$28.20 you saved over retail rates this month.

Total monthly services

93% ADDED

173.98

FUI!#%\$\$\$\$!!!!

Basic tier (Starter TV) may be purchased by itself for \$22.75 per month.

Advertised \$89.99

PASSTHROUGH

Taxes, fees & surcharges

ADD 5%

Franchise Fee
Federal Universal Service Fund
State And Local Sales Tax
State Telecom Excise Tax
Local Telecom Excise Tax
Regulatory Recovery Fee
E-911 Fee
Mctd 186e
Public Access Fee
State Universal Service Fund
Broadcast TV Fee

Overcharged

5.07

158

3.05

0.99

0.67

0.69

1.00

0.23

1.23

0.03

2.25

Not Included in Advertised Price

Out of Control Slush Fund -16% Tax

Paying Time Warner's Taxes

Made Up Garbage

Made Up Garbage

Total taxes, fees & surcharges

16.79



To calculate sales tax, 25.97% of the charge for Phone service is for interstate/international activity.

Advertised \$89.99

Total due by Oct 29, 2014

\$190.77

112% Over ADVERTISED \$89.99

EXHIBIT F

Purchase your own Internet modem

Search twc.com

[Need More Help?](#) [PRINT](#)

Buy your own modem or modem/WiFi router combo

Related FAQs

- Can I purchase a modem directly

Share Website Feedback

We strive to offer our Time Warner Cable customers with the fastest and most reliable internet, every step of the way. That's why you have the option of leasing your modem from us or buying your own. When you lease your modem, we work to ensure that you have the right equipment for your internet service level and speed. We will also provide you with technical support for your equipment. A small monthly charge will apply if you select this option.

If you prefer to buy your own modem, please refer to the instructions below to learn which modems are best for your TWC internet service and how to activate your modem once you've purchased it. You can also download the list of modems (PDF, download Adobe Reader) that have been tested and approved for use with TWC internet service.

Choose the right modem

It's important that you purchase a modem that is appropriate for your internet service level. The following modems have been tested and approved for use with TWC internet service.

Modems approved for Internet plans up to 50Mbps download

All modems in the "up to 100Mbps" and "up to 300Mbps" categories, plus:

Motorola	SB6121 View details	User guide (PDF)
Netgear	CMD31T View details	User guide (PDF)

Modems approved for Internet plans up to 100Mbps download

Note: Ultimate 100 plan is currently available in limited areas.

All modems in the "up to 300Mbps" category, plus:

D-Link	DCM301 View details	User guide (PDF)
Motorola	SB6141 View details	User guide (PDF)
Motorola	SBG6580 View details	User guide (PDF)
Motorola	SBG6782AC View details	User guide (PDF)
Netgear	C3000-100NAS View details	User guide (PDF)
Netgear	C3700-100NAS View details	User guide (PDF)
Netgear	CM400 View details	User guide (PDF)
Netgear	N450 CG3000Dv2 View details	User guide (PDF)
Zoom	5341J View details	User guide (PDF)
Zoom	5350 View details	User guide (PDF)
Zoom	5352 View details	User guide (PDF)
Zoom	5363 View details	User guide (PDF)
ZyXEL	CDA30360 View details	User guide (PDF)

Modems approved for Internet plans up to 300Mbps download

Note: Ultimate 200 and Ultimate 300 plans are currently available in limited areas.

ARRIS/Motorola	SB6183 View details	User guide (PDF)
Netgear	C6300 View details	User guide (PDF)

- Step 1: Buy your modem.
- Step 2: Connect your modem.
- Step 3: Activate your modem.
- Step 4: Return your TWC leased modem.

not on the tested and approved list?

- What price will I be charged to lease a modem from TWC-EarthLink?
- All Internet FAQs

TWC Community Forum

I want to buy my own modem, which one should I get?

[Find out now >](#)



Packages
Review our current offers and deals.
[See all packages >](#)



Shop Now
Order TV, Internet and Home Phone services that fit you.
[Get started >](#)



TWC Stores
Shop, pay your bill, experience in-store demos at select locations.
[Find a location near you >](#)



Contact TWC
Find answers to common questions, chat online or call us.
[Contact us >](#)

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- TV
- Internet
- Phone
- IntelligentHome

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- Ways to Pay Your Bill
- Moving?
- My Account Login
- TWC Apps
- Check Email

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- Browse Support
- Program Your Remote
- Channel Lineup
- Closed Captioning
- Welcome to TWC
- TV Parental Controls
- Internet Safety
- Accessibility

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- Contact Us
- TWC Stores
- Channel Feedback
- Investor Relations
- Careers
- Email Offers

Other Sites

- TWC Conversations
- TWC Media
- Community Solutions
- Connect a Million Minds
- NI Culture
- TWC SportsNet
- TWC Exclusives
- Español

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- Facebook
- Twitter
- YouTube
- Unstaged Blog

EXHIBIT G

service issues, and in those instances you will not be able to use the Home Phone Service to call 911.

(d) Directory Listing Errors. If we do not comply with your requests regarding directory listing information (for example, list the wrong number or list a number you requested be unlisted), you may be entitled to a credit under our policies or, if greater, an amount prescribed by applicable regulatory requirements. Please contact your local TWC office for more information. Other than these credits, we have no liability with respect to directory listings.

5. Special Provisions for HSD Subscribers

(a) Network Management and Monitoring. We may use Network Management Tools to make our Services operate efficiently. We may monitor your bandwidth usage and patterns and your compliance with our Customer Agreements.

(b) HSD Service Level Limits. Each HSD Service level may have a Maximum Throughput Rate, a Usage Limit or other characteristics. We can set or change the Maximum Throughput Rate, Usage Limit or other characteristics of any HSD Service level. If we do, we may put in place additional terms to address usage that is not consistent with the resulting HSD Service level. For example, if we set or change the Usage Limit that applies to your HSD Service level and you exceed the limit, we may suspend your HSD Service, reduce your Maximum Throughput Rate or charge you for your excess usage. You may need to subscribe to a more expensive HSD Service level or pay for additional bandwidth to avoid suspension or slower HSD Service. We will notify you of any new or changed Usage Limit (or any material reduction in the previously published Maximum Throughput Rate) for your HSD Service level and any related terms.

(c) Throughput Rates. We do not guarantee that you will obtain the Maximum Throughput Rate for the level of HSD Service to which you subscribe at any given time or on a continuous basis. The Throughput Rate you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of our Equipment or Customer-Owned Equipment at your location, whether you use an in-home wi-fi network (which can significantly limit the Throughput Rate obtained by devices attached to it), our use of Network Management Tools, data volume and congestion on our network and the Internet, the time of day you are using the HSD Service, the performance of the website servers you try to access, and the priority we give to our business subscribers' data traffic and specialized services we deliver using our Equipment as described in our Network Management Disclosures..

(d) Your Transmissions. If you send or post materials through the HSD Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Customer Agreements, we may (but have no duty to) delete the materials, block access to them or cancel your account.

(e) Cable Modems. The HSD Service requires the use of a cable modem. You may lease a cable modem from us for a monthly fee or purchase one from a list of modems authorized for

use on our systems. For a list of TWC-authorized modems, see <http://www.timewarnercable.com/en/residential-home/support/topics/internet/buy-your-modem.html>. If you attempt to use a modem that is not on the list, the HSD Service will not work. In addition, if you use a modem we do not supply, or if you do not replace the modem we provide when we increase speeds, you may not be capable of obtaining our Maximum Throughput rate.

(f) Addresses. Use of the HSD Service does not give you any ownership or other rights in any Internet Protocol, email or Internet addresses that may be provided to you as part of the Service. We may modify or change these addresses at any time without notice to you. Upon termination of an HSD Service account, we reserve the right to permanently delete or remove any or all addresses associated with such account.

6. Objectionable Material and Parental Controls

Our Services make available some material that may offend you or be inappropriate for members of your household. TWC provides parental controls and other tools that can filter or block access to certain video programming and Internet content. Parental controls for Internet can be downloaded at <http://www.timewarnercable.com/en/residential-home/internet/cable-internet-features/internet-security-parental-controls.html>. In order to use our parental controls for video programming, you generally must lease a set-top box from us or use a TWC App that has such capabilities. The availability and effectiveness of these tools may vary. Even if you use the parental controls we provide and they work as intended, you may be exposed to materials you find objectionable.

7. If You Have Service Problems, You May Be Entitled to a Credit

(a) Service Problems. We will attempt to correct service problems caused by our Equipment or Software but we are not required to install, service or replace Customer-Owned Equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact your local TWC office.

(b) Outages and Credits. TWC has no liability for service interruptions except that, if you lose all Video, HSD or Home Phone Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control (excluding service suspensions resulting from your failure to pay amounts you owe us or for violations of our Customer Agreements), we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Service(s) interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).

(c) Force Majeure. We have no responsibility for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or

governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

(d) Applicable Laws. Applicable law may impose other outage credit requirements with respect to some or all of the Services. If this is the case, we will follow the law.

(e) Non-TWC Equipment. Our Services may not work with Customer-Owned Equipment, or other equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD™ as may be recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

8. We May Change our Customer Agreements

(a) Changes May be Made Online. We may change our Customer Agreements by amending the online version of the relevant document.

(b) Effectiveness. Any change to a Customer Agreement will only become binding on you 30 days after we make that change. If you continue to use the Services following such 30-day period, you will have accepted (in other words, agreed to be legally bound by) the change. If you do not agree to the change, you will need to contact your local TWC office to cancel the Services you receive from us.

(c) Notice as to Certain Changes. We will provide you at least 30 days' notice of any material change to the provisions that limit the time to commence a legal action contained in Section 14 or the arbitration provisions contained in Section 15 of this Agreement and any such change will become effective only after such notice period has run.

(d) Changes are Prospective Only. Any change to a Customer Agreement is intended to be prospective only. In other words, the amended version of the relevant document begins to apply only as of the end of the 30-day period noted above.

9. If You Violate our Customer Agreements

(a) We Can Suspend or Terminate the Service. If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of the Services we provide to you (including your rights to use any Software) without prior notification.

(b) Charges While Service Suspended. If we choose to suspend your Service, we may do so electronically and we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Service during the suspension. Service restoration fees are available from your local TWC office.

(c) We Can Pursue other Remedies. If we think you have violated our Customer Agreements, we have the right to seek compensation from you through arbitration or, if you have opted out of this Agreement's arbitration provisions as permitted under Section 15, or if we are seeking a court order that requires you to take or cease taking any action, by suing you in court.

EXHIBIT H



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Please enter your ZIP Code to see what's available in your neighborhood.

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Please enter your ZIP Code to see what's available in your neighborhood.

12189

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[Support](#) >> [Internet](#) >> [Buy or Lease Your Modem](#)

[Buy or Lease Your Modem](#)

Customers may lease a modem directly from Time Warner Cable or purchase their own from Best Buy, Amazon, or another retailer. [If you plan to lease, refer to the chart below.](#)

If You Choose to Purchase Your Modem

It is important to use the right DOCSIS version.
Below is a list of tested and approved devices.

[Step 1: Use the right DOCSIS modem for your Internet service](#)

[Step 2: Purchase a modem from the approved list below](#)

[Step 3: Connect your modem using the steps below](#)

Step 1

Choose the Right DOCSIS Modem Version to Buy

My Internet Plan	Minimum DOCSIS Modem Version
Lite	2.0
Basic	2.0
Standard	2.0
Turbo	3.0
Extreme	3.0
Ultimate	3.0

We recommend you buy a DOCSIS 3.0 device to take advantage of future services.

Step 2

Purchase a Modem from the Approved List Below

Click on the model number for more information and user manuals.

APPROVED DOCSIS 3.0 MODEMS FOR RETAIL PURCHASE		
Vendor	Model	IPv6
Motorola	SBG6580	<input type="checkbox"/>
Motorola	SB6141	<input type="checkbox"/>

APPROVED DOCSIS 2.0 MODEMS FOR RETAIL PURCHASE		
Vendor	Model	IPv6
Motorola	SB5101	<input type="checkbox"/>
Motorola	SB5101U	<input type="checkbox"/>
Motorola	SBG901	<input type="checkbox"/>

Step 3

Connect Your Modem Using the Steps Below

[How to Connect Your Own Modem](#)

[How to Connect your own Modem if you have both Internet and Home Phone](#)

Information If You Plan to Lease

When you lease from Time Warner Cable, you should receive one of these modems. Click on the model number for more information and user manuals.

APPROVED MODEMS LEASED FROM TWC				
Vendor	Model	DOCSIS 2.0	DOCSIS 3.0	IPv6
ARRIS	TM608G	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	TM604G	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	TM602G	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	TM512A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	TM402-P/G	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	TC663C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ARRIS	100020	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	DG860A	<input type="checkbox"/>	<input type="checkbox"/>
ARRIS	CM820A	<input type="checkbox"/>	<input type="checkbox"/>
Cisco/SA	DPX2203C	<input type="checkbox"/>	
Cisco/SA	DPX2203	<input type="checkbox"/>	
Cisco/SA	DPX2100	<input type="checkbox"/>	<input type="checkbox"/>
Cisco/SA	DPC2203C2	<input type="checkbox"/>	
Cisco/SA	DPC2203C	<input type="checkbox"/>	
Cisco/SA	DPC2203	<input type="checkbox"/>	
Cisco/SA	DPC2100	<input type="checkbox"/>	
Motorola	SBV5322	<input type="checkbox"/>	
Motorola	SBV5222	<input type="checkbox"/>	
Motorola	SBV5220	<input type="checkbox"/>	
Motorola	SBG941	<input type="checkbox"/>	
Motorola	SBG940	<input type="checkbox"/>	
Motorola	SBG901	<input type="checkbox"/>	
Motorola	SBG900	<input type="checkbox"/>	
Motorola	SB5120	<input type="checkbox"/>	
Motorola	SB5101U	<input type="checkbox"/>	<input type="checkbox"/>
Motorola	SB5101	<input type="checkbox"/>	<input type="checkbox"/>
Motorola	SB5100	<input type="checkbox"/>	
Motorola	SBG6580	<input type="checkbox"/>	<input type="checkbox"/>
Motorola	SB6141	<input type="checkbox"/>	<input type="checkbox"/>
Netgear	CGD24G	<input type="checkbox"/>	
Netgear	CG814WG	<input type="checkbox"/>	
SMC	8014WG	<input type="checkbox"/>	
SMC	8014	<input type="checkbox"/>	
Thomson/RCA	DCM315	<input type="checkbox"/>	
Thomson/RCA	DWG855	<input type="checkbox"/>	
Thomson/RCA	DCW725	<input type="checkbox"/>	
Thomson/RCA	DCM425	<input type="checkbox"/>	<input type="checkbox"/>
Ubee/Ambit	U10C034	<input type="checkbox"/>	
Ubee/Ambit	U10C022	<input type="checkbox"/>	
Ubee/Ambit	U10C018	<input type="checkbox"/>	<input type="checkbox"/>
Ubee/Ambit	DDW2600	<input type="checkbox"/>	
Ubee/Ambit	DVW3201B	<input type="checkbox"/>	<input type="checkbox"/>
Ubee/Ambit	DDW3611	<input type="checkbox"/>	<input type="checkbox"/>
ZyXEL	974HW	<input type="checkbox"/>	
ZyXEL	974H	<input type="checkbox"/>	

[Did you know?](#)
[Related FAQs](#)
[Related Issues](#)

[Learn what can affect the speed of your Time Warner Cable modem and how to improve it.](#)

[Find out how Internet speed is measured.](#)
[Internet Connectivity](#)
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Three easy ways to get the answers you need:

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EXHIBIT I

TRENDING ON KINJA

- 

Did Jessa Duggar Get Caught Fucking In Church After Her Wedding?
on Gawker
- Ubisoft's Big New Games Have Disappeared From Steam
on Kotaku
- A Hollaback Response Video: Women of Color on Street Harassment
on Jezebel

WRITTEN BY MARIO AGUILAR



Pixar Is Making Toy Story 4. Huzzah



Amazon Echo: An Intelligent Speaker That Listens to Your Commands



HIDDEN SITE HAS BEEN SHUT DOWN
Silk Road 2.0 Shut Down By the FBI, Operator Charged In Federal Court

GIZMODO

+ FOLLOW

How to Beat Time Warner's Bullsh*t Modem Rental Fee



Mario Aguilar

Filed to: FIXCABLE 7/30/13 2:24pm

487,062 🔥 10 ★



The only thing worse than paying out the tuchus for **unreliable** Time Warner Cable service is being forced pay \$4 (NOW \$6) per month to rent the cable modem necessary to use this crappy internet. Here's how to buy your own modem and stick it to the man, no matter where you live. Because screw you, Time Warner.



Twitter Reacts to the Great Williamsburg Internet Outage of 2012

Confession: The majority of Gizmodo staff lives in Williamsburg, so we count ourselves in this mass ...

Read more

Every so often, Time Warner sends us a "Greetings From One-Percent Mountain" message informing us of new fees—but in the case of modem rental, this postcard isn't an irrevocable death sentence. You can buy your own modem as long as it's on the company's **pre-approved list** of which modems work in your region. Just head over to **this portal**, punch in your zip code, and Time Warner will give you a list of modems you can buy yourself.

You'll notice that the list of "approved for retail" modems list is much shorter than the "approved for rental list," which means that, as per usual corporate fuckery, Time Warner will rent you an older, outmoded POS, but they won't approve it for use if you bring your own hardware to the party.

Here are the five modems approved for purchase in New York, San Diego, and Los Angeles (It should be correct for most Time Warner markets.):

DOCSIS 3.0

- Motorola SBG6580 (\$131)
- Motorola SB6141 (\$115)



ARRIS / Motorola SURFboard SBG6580 DOCSIS 3.0 Cable Modem and Wi-Fi N...

Amazon.com: \$116.56

Buy now

DOCSIS 2.0

- Motorola SB5101 (\$50)
- Motorola SB 5101U (\$42)
- Motorola SBG901 (\$82)

Motorola Surfboard SB5101 Cable Modem

Amazon.com: \$31.99

Buy now

The top two modems are DOCSIS 3.0 compliant—basically, they're future-proofed against the latest Data Over Cable Service Interface Specification version. If you're going for long-term compatibility, the cheaper of the two, [Motorola SB6141](#), is more than enough.

But! Currently, all you need is DOCSIS 2.0, and given the glacial rate at which Time Warner upgrades its infrastructure, don't expect a DOCSIS 2.0 modem to be out of date anytime soon.

In fact, the cheapest modem above, the [Motorola SB5101](#), is rated for up to 30Mbps upstream capacity—way way more than the whopping 5Mbps maximum in New York City. Not to mention that it's infinitely better than the RCA piece of crap some clueless technician installed in your house anyway. So go for it.


If you buy your own modem, it'll likely pay for itself (compared to equivalent rental fees) in less than a year. And you'll likely use it way longer than that; you're going to have Internet forever—no matter how bad Time Warner sucks. Best of all? The money doesn't go to a money-sucking corporate scum brigade.

Like 2k

10 ★ 515 🗨 Reply

Mario Aguilar's Discussions

All replies

 [phutnick](#) · Mario Aguilar
10/03/12 1:00pm

I highly recommend that you buy a DOCSIS 3.0 modem. Even if your desired speed tier is well within the capabilities of a D2.0 modem, you're at the mercy of the CMTS' load balancing. The fact that D3.0 modems bond channels (both on upstream and downstream) mean that you will be much less likely to feel the hurt if your service group suffers from poor capacity planning, and you don't have to worry about being load balanced to a less than ideal channel.

It's worth noting that upstream channels WIDELY vary in capacity, and you can only use one with a 2.0 modem. (They vary both in bandwidth — 3.2 or 6.4 MHz — and configured modulation scheme(s).)

Incidentally, I'm posting this over the WiFi at CableLabs ;-)

8 🗨 22 ★ | Reply

 [cmdtacos](#) · phutnick
10/03/12 1:07pm

A million times this. The advantages of DOCSIS 3.0 aren't so much in speed (right now, at least) as they are in load balancing and smooth quality of service. For the minimal amount of extra money, go for 3.0 modems.

3 ★ | Reply

 [Brent Rose](#) · cmdtacos
10/03/12 1:43pm

Thanks for adding this. Cheers.

★ | Reply

 [Mario Aguilar](#) · Brent Rose
10/03/12 2:58pm

I second. Thanks very much. This is great information.


★ | Reply

 [The_Red_Mage](#) · Mario Aguilar
10/03/12 1:24pm

OK REALLY! can we talk about this for a second?!? I got this post card in the mail on saturday, and I am still pissed off... seriously WTF? They can change and charge what ever


the hell they want??? How is that apart of a contract?? But if I want to jump ship off the contract to FIOS once its in my building soon (they are hooking up the building now yay!) I bet I will be charged up like crazy too!

17  5  | Reply

 [GalacticMouse86](#) ▶ [The_Red_Mage](#)
10/03/12 1:31pm

I've been paying to rent a modem (\$7/month btw) from Comcast for YEARS. Last year, I ponied up \$100 and bought a nice modem (definitely nicer than what they were renting to me) and I haven't looked back. It's not like you're left without options here...

3  3  | Reply

 [Marlo Agullar](#) ▶ [GalacticMouse86](#)
10/03/12 3:12pm

That's what we're saying man. Everyone go buy your own modem. This is bullshit.

2  | Reply

Captured at 19:33:18, 2014-11-06.
<http://gizmodo.com/5948616/how-to-beat-time-warners-bullshit-modem-rental-fee>


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EXHIBIT J

Subject: Your Time Warner Cable order confirmation
From: Time Warner Cable <timewarnercable@email.timewarnercable.com>
Date: Saturday, November 01, 2014 6:38 PM
To: jdzielny@gmail.com

[Thank you for ordering Time Warner Cable.](#)

[View Web Version](#)

 Time Warner Cable® | ENJOY BETTER

ORDER

PACKAGES

TV

INTERNET

PHONE

Thank you for ordering Time Warner Cable

Thank you for placing your Time Warner Cable order. We will follow-up within 24 hours confirming that your order has been processed.

Please take this time to review your order details below. If you have any questions or need assistance, please visit us at twc.com/support.

Your Address

JEREMY ZIELILINSKI

[REDACTED]

Order Overview

Order Number:

[REDACTED]

Order Summary

Your Products & Services

Turbo (Up to 20Mbps)

Thank you for being a valued Time Warner Cable customer.



Need Help?

Let's chat. We're always here!

[Chat Now >](#)



Go Paperless

Take advantage of Paperless Billing and make the world a greener place.

[Sign Up Now >](#)

Need to Change Your Order?

Please call **1-855-889-4113** and have your order number and four-digit PIN available.

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CONNECT WITH US



This is not an installation confirmation. We will confirm a single installation date and time via a separate email after we have processed your order.

Please do not reply to this email as this email address is not monitored. To ensure delivery to your inbox (not bulk or junk folder) please add timewarnercable@email.timewarnercable.com to your address book.

For additional information please review our most Frequently Asked Questions at any time.

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EXHIBIT K

Subject: Your new Time Warner Cable service has been activated
From: Time Warner Cable <timewarnercable@email.timewarnercable.com>
Date: Sunday, November 02, 2014 8:29 AM
To: jdzielny@gmail.com

Your service has been activated



Your service has been activated.

JEREMY ZIELILINSKI,

Your order is now complete. You can now begin enjoying your new Time Warner Cable services.

If you have additional questions or need assistance, please visit us at twc.com/help or call us at **1-855-889-4113**. Be sure to have your order confirmation number **3002449794** and the four-digit PIN you created during your online order ready when you call.

Order Overview

Order Number:

Thank you for being a valued Time Warner Cable customer.



Need Help?

Let's chat.
We're always here!

[Chat Now >](#)



Go Paperless

Take advantage of Paperless Billing and make the world a greener place.

[Sign Up Now >](#)



MyServices

Enjoy live TV on any device – View up to 250 channels wherever you are in your home.

[Register Now >](#)

twc.com | [Terms and Conditions](#) | [Privacy Policy](#) | [Contact us](#)

CONNECT WITH US



Please do not reply to this email as this email address is not monitored. To ensure delivery to your inbox (not bulk or junk folder) please add

timewarnercable@email.timewarnercable.com to your address book.

For additional information please review our most [Frequently Asked Questions](#) at any time.

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