

1 **I. INTRODUCTION**

2 1.1 Comcast has violated Washington’s Consumer Protection Act, RCW 19.86 (the
3 “CPA”) over 1.8 million times through unfair and deceptive acts and practices relating to its
4 Service Protection Plan (“SPP”), service call fees it charges consumers, and deposits it obtained
5 from consumers.

6 **A. Service Protection Plan CPA Violations**

7 1.2 Comcast markets and sells its SPP to its customers as a product that will allow
8 them to avoid all service call fees should customers ever experience a service problem that
9 requires an on-site Comcast technician visit. Comcast currently charges \$5.99 per month for the
10 SPP. There were over half a million Comcast accounts in Washington subscribed to the SPP
11 since 2011. Washington subscribers paid at least \$73 million to Comcast for the plan from
12 January 2011 – November 2015, and Comcast continues to collect more every month.

13 1.3 Many of the supposed “sales” of the SPP by Comcast never occurred. Rather,
14 Comcast deceptively added the SPP to many of its Washington customers’ accounts without
15 their knowledge or consent. On many occasions, the SPP was not even mentioned by Comcast
16 to the customer on the telephone call where the SPP sale allegedly occurred. On other occasions,
17 the customer was offered the SPP and refused it, yet Comcast deceptively added the SPP to the
18 customer’s account. These types of deceptive practices occurred **in over 50%** of a random
19 sample of SPP enrollments reviewed by the State.

20 1.4 For those customers that actually were told that the SPP was being added to their
21 account, Comcast employees frequently engaged in deception by not disclosing that the SPP has
22 a recurring monthly charge – i.e., a negative option – when added to the customer account.
23 Instead, Comcast employees frequently told Washington customers that Comcast was adding the
24 SPP to the customer’s account for free without mentioning any recurring charge, the amount of
25 the charge, when the charge would occur, minimum subscription term requirements, or how the
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1 charge could be removed. This type of deception occurred in over 19% of a random sample of
2 SPP enrollments reviewed by the State

3 1.5 Deception formed the core of Comcast's Service Protection Plan sales pitch.
4 Through June 2016, Comcast claimed the SPP was "comprehensive," and "cover[s] all
5 chargeable service calls for your XFINITY services without additional service fees." It further
6 claimed that when the customer signs up for the SPP, customers will:

7 [E]njoy worry-free maintenance of all inside wiring for your cable TV, high-speed
8 Internet and phone services. In addition, you'll enjoy knowing you're covered for service
9 calls related to customer-owned equipment connected to Comcast services and on-site
education about your products.

10 Comcast routinely made these representations through its website, and they formed the basis of
11 sales scripts Comcast representatives used in marketing the SPP to consumers.

12 1.6 Comcast grossly misrepresented the SPP to consumers to induce them to purchase
13 the SPP. Contrary to Comcast's claims that the SPP provides "comprehensive" coverage, the
14 SPP covers only a narrow scope of repairs. For example, despite advertising to consumers that
15 the SPP covers all "inside wiring," the SPP does not include any wiring inside the walls of a
16 residence, which constitutes most of the wiring inside the majority of customers' homes. Rather,
17 the "inside wiring" covered by the SPP is at times only 12 inches of wiring outside of a
18 customer's house. Once the wire is more than 12 inches from the demarcation point outside a
19 customer's house, Comcast will repair the wire outside of the customer's house for free
20 regardless of whether a customer has the SPP. Comcast did not tell consumers this before signing
21 them up for the SPP.

22 1.7 Likewise, although Comcast claimed the SPP covers all service calls related to
23 customer-owned equipment, it does not cover any actual repairs relating to customer equipment.
24 It simply covers the technician visiting the customer's house and declaring that the customer's
25 equipment is broken. Comcast also marketed the SPP as covering service calls relating to
26 Comcast equipment, wires from a wall outlet to Comcast and/or customer equipment, and wiring

1 outside a customer's house. However, these issues are already covered for free by Comcast's
2 Customer Guarantee promises. The SPP does not cover installations or reconfigurations. The
3 result was that the SPP provided "coverage" for services that Comcast already agreed to do for
4 free:

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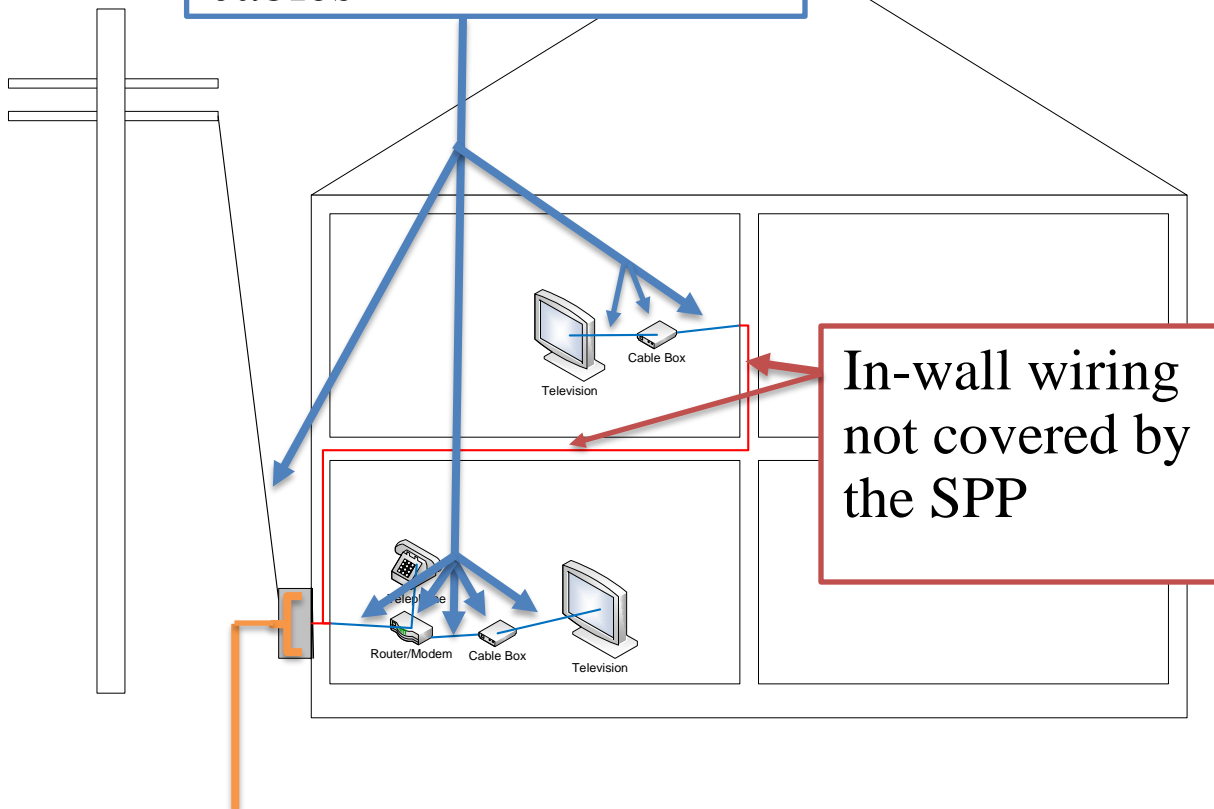
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Covered by Comcast
Guarantee at no cost to
customer for Comcast
provided equipment and
cables



In-wall wiring
not covered by
the SPP

The “inside wiring”
covered by the SPP
covers wire that is
within 12 inches of the
outside of the
customer’s house

1 **B. Service Call CPA Violations**

2 1.8 Comcast deceives consumers through the Customer Guarantee it makes to all 1.17
3 million-plus Washington customers. Comcast's Customer Guarantee promises: "We won't
4 charge you for a service visit that results from a Comcast equipment or network problem."
5 Comcast discloses no limitations on this guarantee.

6 1.9 Contrary to this promise, Comcast charged thousands of Washington customers
7 for service calls that resulted from a Comcast equipment or network problem, including issues
8 with Comcast HDMI and component cables; Comcast cable cards; and the installation of drop
9 amplifiers, which fix Comcast signal problems. In addition, until approximately June 2015,
10 Comcast provided its technicians with a service call fix code that expressly allowed them "to
11 add service charges to a normally not charged fix code." (Emphasis added). Comcast even
12 charges Washington customers for service calls that technicians specifically designate as non-
13 chargeable for their primary task if customer education is also provided during the visit.

14 1.10 Internal Comcast documents make clear that Comcast has known for years that it
15 was improperly billing its customers for service calls. Indeed, Comcast used internal estimates
16 that it would have to credit and remove 30% of its service call charges because so many of its
17 customers would call in to complain about those charges. Another internal Comcast document
18 noted that an astounding 49% of customers would call Comcast's billing department within 30
19 days of a service charge to complain.

20 1.11 Year after year, Comcast work groups highlighted the fact that Comcast engaged
21 in improper service call billing practices, yet Comcast still has yet to cease its unfair and
22 deceptive conduct. For instance, in March 2015, Comcast began a "Trouble Call Charges
23 Initiative" that identified the problem as follows:

24 **Problem Statement:**

- 25 • **Customer are being charged for trouble calls when they should not be or**
26 **are unaware of potential charges.** Impacting the customer experience, and
call in and credit and revenue.

1 (Emphasis added).

2 1.12 The 2015 “Trouble Call Charges Initiative” and earlier Comcast initiatives and
3 work groups did not solve the problem, and the pattern of deception continued at Comcast. In a
4 February 23, 2016 “Trouble Call Assessment,” Comcast identified continued problems,
5 including:

6 After a customer invests time and energy and is unsuccessful
7 troubleshooting service and is still experiencing service not working
8 properly, the customer is then required to schedule a trouble call truck roll.
9 **Due to the current trouble call process many of these customers are
unexpectedly seeing a charge on their account when they were not at
fault for the service disruption.** These customers then need to call back
(often multiple times) to get the charge adjusted. (Emphasis added).”

10 (emphasis added.)

11 1.13 Comcast did have one “solution” for its pattern of deceptively billing its
12 customers – encourage its customers to purchase the SPP. An October 31, 2013 Comcast
13 document on the Trouble Call Charges explained, “The more customers are driven to SPP the
14 less Care/Tech Ops will have to worry about educating the customer on charges.” Additionally,
15 Comcast would “[i]ncrease recurring revenue with SPP push” and “[d]ecrease credit
16 adjustments.”

17 1.14 Similarly, the 2015 Trouble Call Charges Initiative by Comcast recommended
18 that employees use the removal of Comcast’s improper service call charge as a bargaining chip
19 to cause the customer to enroll in the SPP:

20 Trouble call credits: Continue to be a high driver of credits into the center.
21 Challenges involve no documentation that the customer was advised, agents in
22 the repair centers educating there would be no charge, and field techs saying there
23 would be no charge. Actions: Have worked with the centers to reinforce that they
24 are valid charges because the customer does not have SPP. **Working to get
agents to sign up the customers for SPP before crediting.** The \$70 change that
went through last year continues to significantly impact our CPC.

25 (emphasis added.)

1 **C. Credit Check CPA Violations**

2 1.15 Comcast also improperly obtained a deposit from over 6,000 Washington
3 consumers in violation of the CPA. New Comcast customers must undergo a credit screening
4 prior to obtaining services unless they pay Comcast a deposit to avoid the screening. Comcast
5 also requires customers to pay a deposit if the credit screening process reveals the customer has
6 a low credit score. However, Comcast obtained a deposit from thousands of Washington
7 customers with high credit scores, revealing that they improperly ran credit checks on
8 customers who paid a deposit to avoid the credit check, and/or improperly collected deposits
9 from customers who were not required to pay a deposit. Comcast also ran credit checks on at
10 least 3,286 Washington consumers a day or more after they paid a deposit to avoid the running
11 of a credit check.

12 **II. JURISDICTION AND VENUE**

13 2.1 This Complaint is filed and these proceedings are instituted under the provisions
14 of the Unfair Business Practices – Consumer Protection Act, RCW 19.86.

15 2.2 The violations alleged in this Complaint have been made and are being committed
16 in whole or in part in King County, Washington, by Defendants named herein.

17 2.3 The violations alleged in this Complaint are injurious to the public interest.

18 2.4 Authority of the Attorney General to commence this action is conferred by RCW
19 19.86.080 and RCW 19.86.140.

20 **III. FACTS**

21 **A. Comcast**

22 3.1 Defendant Comcast Cable Communications, LLC is a subsidiary of Comcast
23 Corporation that operates in Washington. It is a Delaware limited liability company with its
24 principal place of business located in Philadelphia, Pennsylvania.

1 3.2 Defendant Comcast Cable Communications Management, LLC is a subsidiary of
2 Comcast Cable Communications, LLC that operates in Washington. It is a Delaware limited
3 liability company with its principal place of business located in Philadelphia, Pennsylvania.

4 3.3 Defendant Comcast of Colorado/Florida/Michigan/New
5 Mexico/Pennsylvania/Washington, LLC is a subsidiary of Comcast Cable Communications,
6 LLC that operates in Washington. It is a Colorado limited liability company with its principal
7 place of business located in Philadelphia, Pennsylvania.

8 3.4 Comcast Corporation is the largest cable television and home internet service
9 provider in the United States and one of the largest home telephone service providers. It serves
10 residential and commercial customers in forty states and the District of Columbia. Comcast
11 Corporation earned approximately \$80.4 billion in revenue, had a net income of approximately
12 \$8.7 billion, and had total assets of approximately \$180 billion in fiscal year 2016. Comcast has
13 over 1.17 million customers in Washington.

14 **B. Most SPP Sales Occur on Inbound Telephone Calls**

15 3.5 Comcast advertised its Service Protection Plan as a method of avoiding all service
16 call charges. It promotes the SPP to Washington customers when they first sign up for Comcast
17 services, during technical support and service calls, and via its online description of the service.

18 3.6 Over 75% of its SPP sales occur on inbound telephone calls, and Comcast's
19 "inbound repair" personnel make the majority of those inbound SPP telephone sales as part of
20 an internal upsell. Less than 1% of SPP sales occur when a technician visits a customer's house.
21 A Comcast customer cannot enroll in the SPP online, but can sign up for the SPP via a chat
22 session. Less than 3% of SPP sales occur via a chat session.

23 3.7 When selling the SPP over the telephone, Comcast does not instruct its employees
24 to send the customer any information about the SPP via email, text message, mail, or to refer the
25 customer to Comcast's website while the call is occurring and the customer is considering
26 whether to enroll in the SPP. Rather, the only information that Comcast instructs its employees

1 to present to its Washington customers about the SPP on the telephone call is the Comcast
2 employee's oral representations regarding the SPP.

3 3.8 Comcast does not require Washington customers to sign any agreement or
4 confirm they have read the SPP Terms and Conditions before they subscribe to the SPP. Instead,
5 Washington customers can subscribe over the phone or through an oral request made to an on-
6 site technician. Comcast does not train or require its representatives to email or mail a copy of
7 the SPP Terms and Conditions to Washington consumers at or near the time of their enrollment.

8 3.9 Comcast telephone representatives that sold the SPP to Washington residents are
9 located throughout the world in call centers in Washington, Colorado, Minnesota, Texas, the
10 Philippines, Mexico, and Guyana. Comcast paid its inbound repair and billing telephone
11 representatives \$3 to \$5 per SPP sale, while Comcast's inbound sales representatives received
12 less.

13 **C. Comcast Enrolls Customers in the SPP without their Knowledge or Consent**

14 3.10 Many of the supposed "sales" of the SPP by Comcast never occurred. Rather,
15 without obtaining the customer's permission and without the customer's knowledge, Comcast
16 deceptively added the SPP to many of its Washington customers' accounts.

17 3.11 In call recordings associated with a random sample of 150 customers that
18 Comcast produced as representative of its SPP "sales" practices, Comcast representatives made
19 no reference to the SPP when Comcast added it to 74 of the customers' accounts. As the
20 customers were not told of the SPP on these telephone calls with Comcast, the customer did not
21 consent to the SPP being added to their account nor did the customer even have knowledge that
22 the SPP was being added to their account. Two additional customers from the sample declined
23 the SPP offer and were then enrolled without their consent, which means that the SPP was added
24 to 76 of the 150 customer accounts without the customers' consent. In other words, at least
25 50.67% of the SPP sales call recordings were for accounts where no SPP "sale" occurred. This
26 random sample of 150 call recordings can be extended to the greater, similarly situated

1 Washington SPP subscriber population with a margin of error of eight points, at a 95%
2 confidence level.

3 3.12 Comcast placed the SPP on the following accounts without the customer's
4 consent or knowledge.

	<u>Customer ID</u>	<u>Date</u>	
5			
6	1	#.....0921	2/29/2016
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8	2	#.....6802	2/29/2016
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10	3	#.....9179	3/2/2016
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12	4	#.....3008	3/3/2016
13			
14	5	#.....4718	3/5/2016
15			
16	6	#.....9850	3/10/2016
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18	7	#.....7171	3/10/2016
19			
20	8	#.....2914	3/10/2016
21			
22	9	#.....5744	3/10/2016
23			
24	10	#.....3504	3/10/2016
25			
26	11	#.....0182	3/10/2016
	12	#.....6721	3/10/2016
	13	#.....7851	3/10/2016
	14	#.....8154	3/10/2016
	15	#.....4487	3/10/2016
	16	#.....9108	3/10/2016
	17	#.....1250	3/10/2016

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18	#.....5243	3/10/2016
19	#.....4281	3/10/2016
20	#.....4863	3/10/2016
21	#.....0322	3/10/2016
22	#.....8148	3/10/2016
23	#.....2406	4/4/2016
24	#.....2684	4/15/2016
25	#.....4103	4/15/2016
26	#.....7273	4/15/2016
27	#.....8586	4/15/2016
28	#.....5077	4/15/2016
29	#.....7259	4/18/2016
30	#.....6535	4/18/2016
31	#.....0370	4/18/2016
32	#.....3805	4/18/2016
33	#.....5869	4/18/2016
34	#.....3458	4/18/2016
35	#.....7633	4/18/2016
36	#.....8221	4/18/2016
37	#.....2886	4/18/2016
38	#.....9766	4/19/2016
39	#.....3185	4/21/2016

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40	#.....8490	4/21/2016
41	#.....4872	4/19/2016
42	#.....05998	4/19/2016
43	#.....1179	4/19/2016
44	#.....9486	4/19/2016-4/20/2016
45	#.....09110	4/19/2016
46	#.....7015	4/19/2016
47	#.....7291	4/19/2016
48	#.....3025	4/19/2016
49	#.....2705	4/19/2016
50	#.....7372	4/19/2016
51	#.....1006	4/7/2016
52	#.....1111	4/7/2016
53	#.....1016	4/14/2016-4/16/2016
54	#.....5697	4/15/2016-4/16/2016
55	#.....6011	4/16/2016-4/17/2016
56	#.....1136	4/16/2016
57	#.....9639	4/19/2016
58	#.....7632	4/22/2016
59	#.....1506	5/31/2016
60	#.....4508	3/10/2016
61	#.....2470	3/18/2016

62	#.....5713	3/18/2016
63	#.....7410	3/18/2016
64	#.....8380	3/24/2016, 3/26/2016, 3/27/2016
65	#.....4318	3/27/2016-3/30/2016
66	#.....1265	4/18/2016
67	#.....6785	4/18/2016
68	#.....7166	5/11/2016-5/12/2016
69	#.....2884	5/11/2016
70	#.....7467	5/11/2016
71	#.....0925	5/11/2016
72	#.....4193	5/12/2016
73	#.....0878	5/11/2016-5/12/2016
74	#.....4605	3/10/2016
75	#.....8974	3/10/2016
76	#.....5654	4/19/2016

3.13 This sample of SPP sales calls is representative of Comcast’s SPP sales practices. Comcast deceptively added the SPP to many of its Washington customers’ accounts. The unauthorized addition of the SPP to customer accounts was not a restructuring or division of existing maintenance or repair service provided by Comcast. The SPP was a new service offering for these customers, as Comcast did not provide the maintenance or repair service plan covered by the SPP prior to the SPP being added to the customers’ accounts. The unauthorized addition of the SPP to customer accounts was a fundamental change in the nature of existing service on

1 the accounts. The deceptive SPP “sales” where the SPP was added to a Washington customer’s
2 account without the customer’s permission or knowledge have been occurring for years. For
3 instance, one customer complained to Comcast and the FCC that he never purchased the SPP,
4 but it appeared on his bill since 2008. Comcast investigated and determined that the customer
5 “never authorized service protection plan” and refunded him the amount he paid for the SPP.

6 **D. Comcast Deceptively Failed to Disclose that Enrollment in the SPP Results in**
7 **Recurring Charges**

8 3.14 The SPP is a recurring monthly charge that has increased from \$1.99 per month
9 in 2011 to \$5.99 per month currently.

10 3.15 When Comcast actually mentioned the SPP on a telephone sales call with a
11 customer before adding the SPP to the customer’s account, Comcast continued to engage in
12 deception by failing to disclose to numerous consumers the monthly recurring charges SPP
13 subscribers must pay, the amount of the charge, when the charge would occur, minimum
14 subscription term requirements, or how the charge could be removed. Rather, Comcast often told
15 its customers that the SPP was being added for “free” to their account.

16 3.16 As mentioned above, the State has reviewed the SPP sales call recordings
17 associated with 150 customer accounts. Comcast deceptively failed to disclose that the SPP was
18 a recurring monthly charge to 19.33% of its customers:

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	<u>Customer ID</u>	<u>Date</u>
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21	1 #.....1462	3/10/2016
22	2 #.....8117	2/29/2016
23	3 #.....5973	3/10/2016
24	4 #.....9019	3/10/2016
25	5 #.....9491	3/10/2016
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6	#.....9694	3/10/2016
7	#.....2381	3/10/2016
8	#.....5895	3/10/2016
9	#.....7654	3/10/2016
10	#.....3316	3/10/2016
11	#.....1541	3/17/2016
12	#.....1108	3/18/2016
13	#.....2182	3/27/2016
14	#.....4554	4/14/2016
15	#.....8972	4/15/2016
16	#.....3404	4/15/2016
17	#.....5666	4/19/2016
18	#.....3719	4/19/2016
19	#.....6036	4/19/2016
20	#.....3115	4/19/2016
21	#.....4333	4/19/2016
22	#.....4182	4/19/2016
23	#.....0479	4/19/2016
24	#.....1300	4/19/2016
25	#.....3819	4/19/2016
26	#.....5214	4/19/2016
27	#.....3460	4/16/2016

28	#.....1589	4/22/2016
29	#.....8116	4/23/2016

3.17 This sample of SPP sales calls is representative of Comcast’s SPP sales practices. Comcast deceived many of its Washington customers by failing to disclose to numerous consumers the monthly recurring charges SPP subscribers must pay, the amount of the charge, when the charge would occur, minimum subscription term requirements, or how the charge could be removed.

E. The Extremely Limited Coverage Provided by the SPP

3.18 Comcast tells customers that the SPP covers repairs to the cable and telephone wiring inside their home. Comcast’s SPP Terms and Conditions initially defines “inside wiring” as “wiring within the point just on your side of the terminating equipment or box located at or about twelve (12) inches outside of your unit or residence and extending to the individual phone jacks and cable and internet outlets and extensions in your home.” The Terms and Conditions also states: “The Plan is optional and covers all inside-wiring related service calls, pursuant to the Plan’s terms, for as long as the customer subscribes to the Plan.”

3.19 Although the SPP Terms and Conditions broadly defines “inside wiring” and claims the SPP covers “all inside-wiring related service calls,” Comcast buries a significant limitation on coverage deep within its last paragraph: “The Plan does not cover the repair of wire concealed within a wall (i.e. wire that is wall fished.)”

3.20 The SPP contains additional limitations. The SPP Terms and Conditions provides that the SPP does not cover service calls involving installations and outlet and phone jack reconfigurations.

3.21 The SPP Terms and Conditions also contains the following limitation: “The Plan does not cover repair to customer premise equipment (i.e. TV, DVD player, surround sound,

1 faxes, scanners, printers, external devices, telephones, etc.); however, customers subscribing to
2 the Plan will not pay for a service visit even if the Comcast technician discovers that the trouble
3 is within the customer's equipment.”

4 3.22 Even if a customer does not have the SPP, Comcast does not charge customers
5 for many of its service calls. Comcast promises customers in its Customer Guarantee: “[W]e
6 won't charge you for a service visit that results from a Comcast equipment or network problem.”
7 The “Comcast equipment” covered by the Customer Guarantee is identified in the Comcast
8 Agreement for Residential Services and includes a variety of items, including “any equipment
9 provided by Comcast such as gateways, routers, cable modems, voice-capable modems, wireless
10 gateway/routers, CableCARDS, converters, digital adapters, remote controls, and any other
11 equipment provided or leased to you by us or our agents, excluding equipment purchased by you
12 from Comcast and Customer Equipment.” The Comcast Guarantee also covers outside wiring as
13 that is part of Comcast's network.

14 3.23 Due to limitations in the SPP Terms and Conditions and the free service calls and
15 repair work provided by the Comcast Guarantee, the SPP often ends up failing to cover any
16 repairs at all. The short coaxial cable running from a customer's outlet to the cable box is
17 typically Comcast Equipment that is covered by the Comcast Guarantee rather than the SPP, as
18 are the HDMI cables provided by Comcast, and in many houses, all of the remaining wiring is
19 wall fished. The SPP also does not cover repairs to Comcast equipment or outside wiring because
20 Comcast's Customer Guarantee already covers these repairs. And as noted above, the SPP does
21 not cover repairs to customer equipment, installations, or reconfigurations.

22 3.24 The coverage provided to those SPP customers that reside in apartments and
23 condominiums (MDUs) is even less than those living in a house. MDUs are typically covered
24 by bulk agreements between Comcast and landlords that make all wiring the responsibility of
25 Comcast or the landlord rather than the tenant. The MDU dweller is not responsible for the 12
26 inches of wiring outside the building that the SPP covers for a house. Due to limitations in the

1 Terms and Conditions, the SPP often ends up failing to cover any repairs at all for those residing
2 in a MDU.

3 3.25 Comcast's "Service Protection Plan – Policy (National) Published 4/8/08 –
4 4/9/13" provided that "This plan is not available to Comcast customers living in an MDU,
5 Examples of MDU's include condominiums of more than two (2) units or apartment buildings."
6 Nonetheless, Comcast sold the SPP to many Washingtonians that lived in MDUs.

7 3.26 Since late 2016, Comcast's website SPP terms and conditions has provided that
8 those living in a MDU are not eligible for the SPP: "If you live in a multiple dwelling unit
9 (MDU), such as an apartment or condominium, you are not eligible for the Service Protection
10 Plan." <https://www.xfinity.com/support/account/service-protection-plan/#dte>. However,
11 Comcast continues to bill at least some MDU residents for the SPP.

12 **F. Comcast Deceptively Claimed the Service Protection Plan Provides Comprehensive**
13 **Coverage**

14 3.27 Comcast deceptively made broad claims regarding the SPP's scope in its online
15 advertisements, sales scripts, SPP sales, and chat sessions with customers. With these broad
16 claims, Comcast deceptively failed to disclose the SPP's concealed wiring, customer-equipment
17 repair, and installation limitations.

18 3.28 In the SPP sales call recordings reviewed by the State, Comcast consistently did
19 not mention the SPP's material terms, conditions, and limitations to the 76 sample customers
20 who were informed of the SPP. This type of deception occurred on SPP sales both where
21 Comcast did and did not tell the customer that the SPP had a recurring monthly charge. These
22 call recordings are consistent with Comcast's deceptive advertising, sales scripts, and training
23 material.

24 3.29 **Sales Scripts.** Through mid-June 2016, Comcast directed its sales representatives
25 to make the following claims when promoting the SPP to consumers:

26 [S]ubscribing to [the SPP] will cover service call charges that require repairs to cable
TV, high speed internet or telephone wiring inside your home.

1 ...
2 Comcast is now offering a comprehensive service protection plan, eliminating any
3 concerns about being charged additional fees for service calls related to inside wiring.
4 For a low monthly fee, our Comcast Service Protection Plan (SPP) will cover all
5 chargeable service calls for all 3 lines of business.

6 ...
7 The plan provides you with the confidence that should you have a problem with any
8 Comcast service, we will be able to take care of this for you without additional service
9 fees.

10 ...
11 Subscribing to the plan will cover service call charges that require repairs to twisted
12 telephone wiring, Comcast cable television wiring and/or Comcast cable internet service
13 wiring located inside your home.

14 ...
15 Without the SPP, you will be charged a fee for repairs to the wiring located inside your
16 home.

17 3.30 The sales scripts deceptively did not include any reference to limitations on the
18 SPP's coverage. Nor did Comcast's training manuals instruct its employees to disclose the
19 limitations to Washington consumers. Nor did the sales script include any reference to the items
20 and services that Comcast would repair at no cost to the customer pursuant to its Comcast
21 Guarantee, even if a customer did not have the SPP.

22 3.31 If asked by a customer, Comcast directed its representatives to define "inside
23 wiring" as: "wiring that begins at the 'Demarcation Point', which begins 12 inches outside of
24 the customer's residence and extends to the individual phone jacks, the back of the computer,
25 and cable outlets and extensions." Comcast did not tell representatives to disclose to consumers
26 that in-the-wall wiring is excluded from the "inside wiring" definition. The Comcast Agreement
for Residential Services also does not define "Inside Wiring" as excluding concealed wires.

 3.32 Email and Chat Transcripts. Comcast representatives made similar promises to
consumers in emails and chat sessions:

 Just one more thing, R, I would also like to let you know that I have added the Service
Protection Plan for \$1.99/month. It covers in-home visits for the diagnosis of video/data
reception problems and the repair of in-home wiring. If you have the Service Protection
Plan, you will automatically avail free of charge any wire-related service calls in the
future. . . . For a small monthly fee, SPP provides the security of knowing you're covered
for all inside wiring needs and for chargeable technical service.

1 [http://forums.xfinity.com/t5/Billing/RESOLVED-Misled-About-Service-Protection-Plan-](http://forums.xfinity.com/t5/Billing/RESOLVED-Misled-About-Service-Protection-Plan-Huge-Service-fees/td-p/861517)
2 [Huge-Service-fees/td-p/861517.](http://forums.xfinity.com/t5/Billing/RESOLVED-Misled-About-Service-Protection-Plan-Huge-Service-fees/td-p/861517)

3 I suggest that you also get the SPP (service protection plan), it is an optional
4 comprehensive plan that is offered to all Comcast residential customers which only costs
5 around \$4.99 per month. This covers problem with wiring connections inside your home
6 or with your owned equipment, thus avoid you from being charged for the service call
7 and any future service calls for as long as you are on the plan.

8 COMCAST-WALIT-000090260 at 261.

9 I can give you our Service Protection Plan. For only \$4.99 per month this will provide
10 you with a wealth of coverage including any technician service call charges and provide
11 protection for all of the wiring in your home.

12 COMCAST-WALIT-000090263 at 264.

13 Would you like to save some money on trouble calls. I'd like to recommend to sign up
14 for our Service Protection Plan. This plan will provide you peace of mind by eliminating
15 any problems for being charged on inside wire related problems and customer equipment
16 trouble calls. The plan is at \$4.99 per month.

17 COMCAST-WALIT-000090462.

18 Would you like to add our Service Protection Plan to your account? It insures all wiring
19 and Comcast equipment in your house and any technician visits will be free.

20 COMCAST-WALIT-000090300

21 They also claimed that the SPP covers outside wiring, which already is Comcast's
22 responsibility:

23 The Fee for outside wirings is valid since there is no Service Protection Plan in your
24 account. There is a fee for technician service since it is considered as special request.

25 <http://forums.xfinity.com/t5/Customer-Service/Service-Call-Charges/td-p/1476159>

26 I'm sorry for the frustrations we've caused you. I have applied a 1 time courtesy credit to
your account. Without the Service Protection Plan SPP you will incur a service fee when
a technician has to make repairs in or outside your residence.

Id. (transcript provided by a different customer than the above, but on the same webpage).

3.33 **Online Description.** Through mid-June 2016, Comcast's website claimed the
SPP "eliminate[es] any concerns about being charged additional fees for service calls related to
inside wiring, [and] cover[s] all chargeable service calls for your XFINITY services without
additional service fees." It further stated the SPP provides:

- 1 • Unlimited covered service calls with no contracts.
- 2 • Troubleshooting and diagnosis of XFINITY TV, XFINITY Voice, XFINITY
- 3 Internet and XFINITY Home service problems.
- 4 • Hassle-free replacement and repair of defective customer inside wiring.
- 5 • Hassle-free replacement and repair of cable jumpers, cable connectors, splitters
- 6 and phone jacks due to normal wear and tear.
- 7 • Service calls due to customer education or customer owned equipment connected
- 8 to your XFINITY services.
- 9 • Confidence that if there is a problem with any XFINITY service, Comcast will
- 10 take care of it without charging a service fee.

11 3.34 The online description did not identify or allude to any limitations on the coverage
12 described above. In fact, it did just the opposite. It claimed the list represented examples of items
13 covered by the SPP and “is not all-inclusive.” Comcast’s website deceptively described the SPP
14 since at least January 2011.

15 **G. Additional SPP Misrepresentations by Comcast about the SPP**

16 3.35 In addition to failing to disclose the SPP’s concealed wiring, customer-equipment
17 repair, and installation limitations, Comcast representatives made a variety of misrepresentations
18 overstating the SPP’s scope of coverage. For instance, on the SPP sales call recordings produced
19 by Comcast, a number of customers such as customer #.....8616 were specifically told the
20 SPP would cover installations when it does not.

21 3.36 Another example is that a number of customers, such as #.....7114, were
22 deceptively told that the SPP covers customer equipment when it does not.

23 3.37 Additional customers, including customer #.....4287, were deceptively told
24 that all service calls are chargeable without the SPP. This is plainly incorrect, as the Comcast
25 Guarantee provides that many service calls are not chargeable.

1 3.38 Comcast representatives also frequently told customers they could cancel the SPP
2 at the end of the month or they could cancel any time, without disclosing that a customer must
3 subscribe to the SPP for at least 60 days after a service call for the call to be covered.

4 **H. Comcast Obtains Millions of Dollars from Washington Consumers Through Its**
5 **Deceptive Service Protection Plan**

6 3.39 Comcast earned substantial profits in Washington by deceptively advertising the
7 SPP. The Plan currently costs customers \$5.99 per month, and over half a million Washington
8 consumers accounts had SPP subscriptions at some point since January 2011. Washington
9 consumers paid Comcast over \$73 million in SPP subscription fees from January 2011 through
10 November 2015. In the narrower time frame of January 2013 through July 2015, Washington
11 consumers paid Comcast \$41.6 million in subscription fees for the SPP. During that time,
12 Washington consumers avoided only approximately \$5 million in service call charges by
13 subscribing to the SPP. Thus, Comcast earned approximately \$36.6 million in profits from
14 Washington consumers over a two-and-a-half year period by deceptively advertising the SPP.

15 3.40 Between October 2013 and September 2015, Comcast charged 2,007 SPP
16 subscribers for service calls it claimed were covered by the SPP, and numerous additional
17 individuals were forced to pay for their own repairs because of the SPP's lack of coverage.

18 **I. Comcast's Service Call Fees**

19 3.41 Comcast does not charge customers for all service calls as many are covered by
20 the Comcast Customer Guarantee: “[W]e won’t charge you for a service visit that results from a
21 Comcast equipment or network problem.” Comcast charges customers a fee when a technician
22 visits the customer’s premises to diagnose and/or resolve a service issue that is not covered by
23 the Customer Guarantee such as when the problem originates from the customer’s equipment,
24 inside wiring, or improper customer use. Comcast charged Washington customers between
25 \$36.50 and \$70.00 for service call visits.

1 3.42 Comcast directs its customer support representatives to inform customers there
2 may be a charge if a technician visits for a service call. However, Comcast’s customer support
3 representatives failed to disclose the service call fees to numerous Washington consumers.
4 Comcast also claims it discloses the service call fees on its rate cards. The rate cards, however,
5 do not fully disclose the service call rates. Comcast does not mention a fee for internet or
6 telephone service calls.

7 **J. Comcast Service Call “Fix” Codes**

8 3.43 Comcast determines whether a service call is chargeable or covered by the
9 Customer Guarantee based on “fix” codes applied by the technician who visits the customer’s
10 house. Technicians can select from approximately 200 fix codes, approximately 80 of which are
11 chargeable. If a customer enrolls in the SPP, some of those chargeable fix codes are “covered”
12 by the SPP. However, as noted above, Comcast charged numerous SPP subscribers for service
13 calls.

14 3.44 A technician can select up to six fix codes for each service call. The first code
15 applied is considered the primary task performed on the service visit, and additional codes are
16 secondary tasks. Comcast charges the customer for a service call if any one of the fix codes
17 applied is chargeable. For instance, if a technician selects five non-chargeable fix codes and one
18 chargeable code, Comcast charges the customer for the service call even if the chargeable code
19 is in a secondary position. Thus, if a technician fixes a broken Comcast cable box but also
20 provides “customer education” during the service call, the customer will be unfairly and
21 deceptively charged for the service call if the technician applies the customer education code
22 because customer education fix codes are chargeable. With respect to customer education codes,
23 this deceptive practice occurred 2,078 times between June 2014 and June 2016.

24 3.45 Technicians receive little training on proper application of fix codes. Comcast
25 supervisors tell them to apply the most relevant fix codes available so that Comcast has a log of
26 the problem in case a follow-up call is necessary. However, Comcast does not formally train the

1 technicians on what each fix code means. The technicians are expected to understand them based
2 on their general knowledge of the repair and customer education services they provide.

3 3.46 Technicians do not always apply the correct fix codes, and neither the
4 technicians' supervisors nor anyone else reviews the fix codes applied by technicians for
5 accuracy. This can result in Comcast charging customers for non-chargeable service calls.

6 **K. Comcast Does Not Honor Its Customer Guarantee Because It Improperly**
7 **Designates Certain Fix Codes as Chargeable**

8 3.47 Comcast deceives its 1.17 million-plus consumers when it promises them in its
9 Customer Guarantee that they will not be charged for issues with Comcast equipment or the
10 Comcast network. In truth, many of Comcast's chargeable fix codes improperly apply to repairs
11 that should fall within the Comcast Customer Guarantee's scope. Examples include the
12 following:

13 a. Until approximately June 19, 2015, Comcast technicians could apply a
14 chargeable fix code titled "T43 CUST-CCG-REF BY CUST," which applied "when customer
15 refuses customer guarantee." This code recognized that the service call was covered by the
16 Customer Guarantee but charged the consumer anyway. Technicians did not receive any training
17 on proper application of this fix code, and no customer would intentionally refuse the Customer
18 Guarantee.

19 b. Until Approximately June 19, 2015, Comcast technicians could apply chargeable
20 resolution codes titled "U52 Charge TC" and "U53 Charge TC-Adv-SCVS." Technicians
21 applied these fix codes specifically "to add service charges to a normally not charged fix code."
22 The U53 fix code also added the Service Protection Plan to the customer's account. These fix
23 codes' descriptions openly acknowledged that they applied when a service was not normally
24 chargeable. Comcast applied Resolution Code U52 almost 1,000 times between December 2013
25 and December 2015.

1 c. Comcast charges for the repair or replacement of cat5 jumpers, coax jumpers,
2 HDMI cables, and component cables (four different codes cover these repairs). In the
3 overwhelming majority of households, these items are Comcast equipment that should be
4 covered under the Customer Guarantee. Comcast claims it does not charge customers for repairs
5 to these items unless the customer purchased and/or installed them. But its fix codes contradict
6 this claim. In Washington, Comcast applied chargeable fix codes to non-SPP subscriber's
7 accounts 4,204 times for service visits relating to these repairs between December 2013 and
8 December 2015.

9 d. Comcast charges customers when a technician applies a fix code titled "T86 CC-
10 Other." This is a blanket resolution code that applies to any cable card issue not covered by four
11 other standard cable card resolution codes (two chargeable codes for customer cable cards and
12 two non-chargeable codes for Comcast cable cards). Although some customers own their cable
13 cards, many lease them from Comcast, making them Comcast equipment. Comcast's resolution
14 code does not distinguish between the two, so application of Fix Code T86 can result in service
15 call charges for Comcast equipment issues.

16 e. Until approximately January 2015, Comcast charged customers when it installed
17 a drop amplifier. Drop amplifiers boost the cable signal's strength within a house. Comcast
18 initially sends the same strength signal to all houses, but the signal can deteriorate before it
19 reaches a house if the "tap," which is the cable running from the telephone pole to the house, is
20 degraded. Comcast's signal strength and the "tap" is Comcast's responsibility and repairs to it
21 should not be charged to the customer. Comcast technicians, however, frequently install a drop
22 amplifier to fix the tap problem rather than climb the telephone pole and fix the tap itself.
23 Notably, technicians received extra time credit for installing drop amplifiers, incentivizing them
24 to install them when no real signal problem existed. In Washington, Comcast applied the
25 chargeable drop amplifier resolution code 7,687 times to non-SPP subscribers between
26 December 2013 and December 2015.

1 f. Comcast charges customers when a technician replaces Comcast equipment that
2 the technician believes is not broken. Sometimes the customer demands that unbroken equipment
3 be replaced. However, a Comcast telephone representative—not the customer—often insists that
4 the functioning equipment is broken and must be replaced. Comcast does not distinguish between
5 circumstances in which a customer requests replacement of functioning equipment and
6 circumstances in which a Comcast representative requests the replacement. In Washington,
7 Comcast applied the “swap equipment” resolution code 2,087 times to non-SPP subscribers
8 between December 2013 and December 2015.

9 3.48 In addition to designating fix codes covering Comcast equipment and network
10 problems as chargeable, Comcast’s deceptively charged customers for service calls when the
11 primary fix code was designated non-chargeable, and deceptively charged customers for repeat
12 service calls (including service calls for installations), where the follow-up call was due to a
13 failure to fully fix the customer’s issue during the first call.

14 **L. Comcast has Long Known that it is Deceptively Billing its Customers for Service**
15 **Calls**

16 3.49 Comcast has long known it improperly bills its customers for service calls. In a
17 2013 Process Improvement Status Report, Comcast identified the Problem Statement as follows:

18 **Problem Statement:**

19 As of May 2013, 49% of customers charged with a trouble call fee in the West Division
20 end up calling the West Division Billing queue within 30 days of the completed trouble
21 call. Those phone calls correlate to 20% of all charged trouble calls being credited in the
22 West Division. The Q2 Comcast goal for agent contact rate is 24% and the goal for
23 issuing credits is 10%.

24 Washington is Comcast’s West Division.

25 3.50 While most companies would be appalled to have 49% of customers calling in
26 about their bills after a service call, Comcast used its improper billing of its customers for service
calls as a marketing opportunity to sell the SPP. An October 31, 2013 Comcast document on the
Trouble Call Charges explained, “The more customers are driven to SPP the less Care/Tech Ops

1 will have to worry about educating the customer on charges.” Additionally, Comcast would
2 “[i]ncrease recurring revenue with SPP push” and “[d]ecrease credit adjustments.” Another
3 Comcast document listed “Best Solutions” to the huge number of customers calling about and
4 being credited for service calls was “Calling out charges and selling SPP in the email reminder
5 for the appointment.”

6 3.51 Instead of improving, the improper billing practices got worse at Comcast. In a
7 spreadsheet with a Chargeable Trouble Call analysis of September 2014, Comcast determined
8 that 30% of its customers that were charged for a trouble call were issued a credit for that trouble
9 call within 30 days due to customer complaints. See COMCAST-WALIT 000014781. In
10 September 2014, due to Comcast’s pattern of deception, only 51% of chargeable trouble calls
11 were actually charged and collected by Comcast.

12 3.52 The spreadsheet also highlighted other issues for Comcast. SPP revenues were up
13 over 56% in the West Region, which included Washington, from 2010 to 2015 due to increases
14 in the monthly price of the SPP. However, the percentage of customers enrolled in the SPP fell
15 in the West region from 27.8% in 2010 to 15.8% in 2015.

16 3.53 Even though the enrollment rate was falling, Comcast’s West Division
17 consistently had a SPP enrollment rate over 50% higher than Comcast’s other regions. Comcast’s
18 West Division also had a more deceptive service call billing practice than Comcast’s other
19 regions. In Comcast’s other regions, a service call was chargeable only if the first (primary) code
20 entered was chargeable – the other secondary charge codes were ignored. In the West Division,
21 a service call was chargeable even if the technician identified the primary reason for the service
22 visit as non-chargeable so long as an ancillary task performed during the visit involved a
23 chargeable fix code. This led to many deceptive billing practices including but not limited to the
24 deception related to the “customer education” charge. “Customer education” is a chargeable
25 resolution code. However, Comcast technicians are directed to provide “customer education” on
26 every service call as part of Comcast’s customer satisfaction efforts. In the West Division, if a

1 technician performed “customer education” as he or she was required to do, this made the service
2 call chargeable even if all of the other resolution codes were not chargeable. No other Comcast
3 division had this policy and practice.

4 3.54 Comcast’s West Division knew it was far more aggressive in billing its customers
5 for service calls than the other Comcast regions. Comcast’s West Division refused to change
6 because it would mean less money for the West Division. As a December 1, 2014 email indicates,
7 “We believe about 25% of our total TC [Trouble Call] revenue is generated from codes outside
8 of slot 1 [the primary slot] based on October data.” Comcast’s West Division did not change its
9 deceptive ways, and the other divisions did not change their practices. Instead, the West Division
10 continued its deceptive billing practices and encouraged more customers to enroll in the SPP.

11 3.55 In March 2015, Comcast began a “Trouble Call Charges Initiative” that identified
12 more of the same problems with improperly billed service charges:

13 **Problem Statement:**

- 14 • Customer are being charged for trouble calls when they should not be or are
15 unaware of potential charges. Impacting the customer experience, and call in and
16 credit and revenue.
 - 16 ▪ *Group agreed upon problem statement*

17 Comcast selected a number of “impacted metrics to measure” as part of its Trouble Call Initiative
18 including “SPP Penetration % (i.e. greater the % customers on SPP, the less trouble calls are
19 charged/credited).”

20 3.56 In an April 3, 2015 email, Comcast executives continued to recognize that there
21 were problems with service calls and credits. To solve this problem, Comcast proposed
22 encouraging more SPP sales by having its agents tie a credit for an improperly billed service call
23 to the customer signing up for the SPP:

24 Trouble call credits: Continue to be a high driver of credits into the center. Challenges
25 involve no documentation that the customer was advised, agents in the repair centers
26 educating there would be no charge, and field techs saying there would be no charge.
Actions: Have worked with the centers to reinforce that they are valid charges because
the customer does not have SPP. Working to get agents to sign up the customers for SPP

1 before crediting. The \$70 change that went through last year continues to significantly
2 impact our CPC.

3 3.57 The 2015 “Trouble Call Charges Initiative” did not solve the problem. Instead,
4 Comcast performed another “Trouble Call Assessment,” dated February 23, 2016. This
5 assessment recognized there were continued improper billing problems. Its Problem Statement
6 identified three problems including:

7 After a customer invests time and energy and is unsuccessful
8 troubleshooting service and is still experiencing service not working
9 properly, the customer is then required to schedule a trouble call truck roll.
10 Due to the current trouble call process many of these customers are
11 unexpectedly seeing a charge on their account when they were not at fault
12 for the service disruption. These customers then need to call back (often
13 multiple times) to get the charge adjusted.

14 3.58 Comcast’s February 23, 2016 “Trouble Call Assessment” identified numerous
15 structural problems:

- 16 • “Trouble calls automatically charge 100% of the time no matter the completion
17 code for non-chargeable work performed if one or more chargeable codes are also
18 used.”
- 19 • “If the trouble call is at no fault to the customer (i.e. bad equipment, outside work
20 on the line etc.) the customer will be assessed a fee if chargeable work was
21 completed as well.”
- 22 • “Customer education is a chargeable resolution code yet should be done on every
23 trouble call in order to create the best possible customer experience.”
- 24 • “The current trouble call process charges customer on a trouble call that occurs
25 within 30 days of a initial install of service/service upgrade or 7 days after another
26 trouble call if the completion code has a chargeable reason code used.”

For these trouble call charges, 42% were resulting in Comcast crediting the service call expense
and reversing the bill to its customer after the customer called in to complain.

1 3.59 As part of its 2016 Trouble Call Assessment, Comcast calculated that process
2 changes to attempt to address its pattern of deceptive billing would lead to a loss of \$7.7 million
3 per year for the West Division.

4 3.60 Tom Karinshak, Senior Vice President of Customer Service, Comcast Cable
5 testified to the United States Senate on June 23, 2016, in the Hearing Before the Senate
6 Permanent Subcommittee on Investigations:

7 At Comcast, we understand why we are here. We and the industry as a whole have
8 not always made customer service the high priority it should have been. We regret
9 that history and have committed to our customers that we will lead the way with
initiatives to change it; we are committed to making every part of our customers'
experience better, and we have already begun to do so.

10 3.61 Despite repeated internal meetings, work groups, and assessments to address its
11 deceptive service call billing practices, Comcast does not fulfill its Customer Guarantee.
12 Comcast continues its deceptive service call billing practices to date.

13 **M. Comcast's Credit Screening Policy**

14 3.62 For all services other than Limited Basic Cable and Internet Essentials, all new
15 Comcast customers must either pay a deposit prior to receiving services, or undergo a credit
16 screening to determine if a deposit is necessary. In some circumstances, existing Comcast
17 customers must pay a deposit or have a credit check run when adding new services or upgrading
18 their services.

19 3.63 Washington customers pay a \$50.00 to \$150.00 deposit to avoid a credit check,
20 with the amount depending on how many services the customer received from Comcast. Comcast
21 credits customer deposits toward the customer's monthly account balance after six months as
22 long as the customer has a clean payment history for the prior six months.

23 3.64 As part of the credit screening process, Comcast asks a commercial credit
24 company like Equifax to perform a credit check on the consumer and provide Comcast with a
25 credit risk assessment analysis. The credit check results in a "hard hit" on the consumer's credit
26

1 profile that can negatively affect the consumer's credit score when future credit inquiries are
2 performed.

3 3.65 From January 2013 through January 2016, Comcast obtained a deposit from over
4 6,000 Washington customers with credit scores that were sufficient to avoid Comcast's deposit
5 requirement. These Customers either paid a deposit to avoid having Comcast run a credit check
6 and had a credit check run on them contrary to Comcast's promises, or were improperly required
7 to pay a deposit despite having a sufficient credit score to avoid the deposit requirement.

8 3.66 In addition, Comcast ran credit checks on at least 3,286 Washington consumers a
9 day or more after they paid a deposit to avoid the running of a credit check.

10 **IV. CLAIM – VIOLATION OF THE CONSUMER PROTECTION ACT, RCW**
11 **19.86.020**

12 4.1 Plaintiff realleges paragraphs 1.1 through 3.66 and incorporates them as if fully
13 set forth herein.

14 4.2 Comcast has made numerous implied and express deceptive statements in trade
15 or commerce to over one million Washington consumers, including but not limited to the
16 following:

17 4.2.1 Comcast unfairly and/or deceptively guarantees its over 1.17 million
18 Washington customers that they will not be charged for any service visit that results from a
19 Comcast equipment or network problem. However, Comcast has repeatedly failed to honor its
20 guarantee and charged its Washington customers for Comcast equipment and network
21 problems, including the following:

22 4.2.1.1 Instances in which a technician applies chargeable
23 resolution codes U52 Charge TC and U53 Charge TC-Adv-SCVS, which expressly "add
24 service charges to a normally not charged fix code;"

25 4.2.1.2 Repair or replacement of cat5 jumpers, coax jumpers,
26 HDMI cables, and component cables provided by Comcast;

1 4.2.1.3 Cable card problems, designated as“T86 CC-Other,”
2 which does not distinguish between customer and Comcast cable cards;

3 4.2.1.4 Installation of drop amplifiers to correct a weak Comcast
4 signal being sent to the customer’s house;

5 4.2.1.5 Replacement of unbroken Comcast equipment that a
6 Comcast telephone representative (rather than the customer) claims is broken and directs the
7 technician to replace.;

8 4.2.1.6 Instances when a customer—according to an untrained
9 technician—refuses the customer guarantee, even though no customer would willingly pay
10 Comcast money for repairs that should be free;

11 4.2.1.7 Instances when a service call relates to both a Comcast
12 equipment or network issue, and a customer education, equipment, or inside wiring issue;

13 4.2.1.8 Improperly billing a customer for a service call that
14 should not have been charged;

15 4.2.1.9 Comcast technicians applying the wrong fix code; and

16 4.2.1.10 Instances where a repeat trouble call was charged when
17 the follow-up call was due to Comcast’s failure to completely fix the customer’s problem on
18 the first call.

19 Comcast failed to clearly disclose any of these limitations to the consumer. Comcast’s
20 Customer Guarantee is deceptive, and it gives the consumer the net impression that they will
21 not be charged for anything relating to a Comcast equipment or network problem in violation
22 of the CPA.

23 4.2.2 Comcast unfairly and/or deceptively represented the scope of the SPP’s
24 coverage to hundreds of thousands of consumers by:

25 4.2.2.1 Claiming it covers repairs to all inside wiring, when it
26 does not cover repairs to any concealed wires;

1 4.2.2.2 Claiming it covers service calls relating to customer
2 equipment without clearly and conspicuously disclosing it does not cover repairs to customer
3 equipment;

4 4.2.2.3 Claiming it covers the repair of customer equipment
5 when it does not;

6 4.2.2.4 Claiming it covers installations when the SPP does not
7 cover installations;

8 4.2.2.5 Claiming the SPP covers repairs to Comcast equipment
9 and network problems, when these problems are already covered by the Comcast Guarantee;
10 and

11 4.2.2.6 Claiming the SPP covers all service calls while failing to
12 disclose all of the SPP's limitations.

13 Comcast's online and oral advertisements to the consumer regarding the SPP were
14 deceptive because they contained both blatantly false statements and because they gave the
15 consumer the net impression that the SPP covers all repairs a customer may require for the
16 cable, phone, or internet services, when it frequently does not cover any repairs a consumer
17 requires at all.

18 4.2.3 Comcast deceptively added the SPP to many of its Washington
19 customers' accounts without obtaining the customer's permission and without the customer's
20 knowledge.

21 4.2.4 Comcast deceptively did not disclose to customers that the SPP required
22 a recurring monthly charge when the customers were enrolled in the SPP.

23 4.2.5 Comcast obtained a deposit from over 6,000 Washington customers with
24 high credit scores, revealing that they unfairly and deceptively ran credit checks on customers
25 who paid a deposit to avoid a credit check, and/or unfairly and deceptively collected deposits
26 from customers who were not required to pay a deposit. In addition, Comcast ran credit checks

1 on at least 3,286 Washington consumers a day or more after they paid a deposit to avoid the
2 running of a credit check.

3 4.3 Comcast's actions affect the public interest because it repeatedly engaged in the
4 conduct described above. Comcast improperly obtained deposits from and/or ran credit checks
5 on over 6,000 Washington consumers. Comcast deceptively advertised the SPP to hundreds of
6 thousands of Washington consumers and subscribed hundreds of thousands of Washington
7 consumers to the SPP through deceptive acts or practices. Comcast deceptively represented the
8 scope of its Customer Guarantee to over 1.17 million Washington consumers. In total, Comcast
9 has violated the CPA over 1.8 million times.

10 4.4 The conduct described in paragraphs 1.1 through 4.3 constitutes unfair and
11 deceptive acts or practices in trade or commerce and unfair methods of competition in violation
12 of RCW 19.86.020 and is contrary to the public interest.

13 **V. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, STATE OF WASHINGTON, prays that this Court grant the
15 following relief:

16 5.1 That the Court adjudge and decree that Defendants have engaged in the conduct
17 complained of herein.

18 5.2 That the Court adjudge and decree that the conduct complained of in the
19 Complaint constitutes unfair or deceptive acts or practices and unfair methods of competition
20 in violation of the Consumer Protection Act, Chapter 19.86 RCW.

21 5.3 That the Court issue a permanent injunction enjoining and restraining
22 Defendants and their representatives, successors, assigns, officers, agents, servants, employees,
23 and all other persons acting or claiming to act for, on behalf of, or in active concert or
24 participation with Defendants from continuing or engaging in the unlawful conduct complained
25 of herein.

1 5.4 That the Court assess civil penalties, pursuant to RCW 19.86.140, of up to
2 \$2,000 per violation against Defendants for each and every violation of RCW 19.86.020
3 alleged herein.

4 5.5 That the Court make such orders pursuant to RCW 19.86.080 as it deems
5 appropriate to provide for restitution to consumers of money or property acquired by
6 Defendants as a result of the conduct complained of herein.

7 5.6 That the Court order such other relief as it may deem just and proper to fully
8 and effectively dissipate the effects of the conduct complained of herein, or which may
9 otherwise seem proper to the Court.

10 DATED this 21st day of December, 2017.

11 Presented by:

12 ROBERT W. FERGUSON
13 Attorney General

14 */s/ Daniel T. Davies*

15 DANIEL T. DAVIES, WSBA #41793

16 SEANN C. COLGAN, WSBA #38769

17 Assistant Attorneys General

18 JEFFREY G. RUPERT, WSBA #45037

19 Senior Assistant Attorney General

20 Attorneys for Plaintiff State of Washington

CERTIFICATE OF SERVICE

I certify that I served a copy of the foregoing on the following parties via the following methods:

Ross Siler Mark N. Bartlett Davis Wright Tremaine LLP 1201 Third Avenue, Suite 2200 Seattle, WA 98101 Email: ross.siler@dwt.com markbartlett@dwt.com	<input type="checkbox"/> Legal Messenger <input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> E-service King County
David Gringer Ariel E. Hopkins Matthew T. Martens Howard M. Shapiro Wilmer Cutler Pickering Hale and Dorr LLP 1875 Pennsylvania Ave. NW Washington, DC 20006 Email: david.gringer@wilmerhale.com ariel.hopkins@wilmerhale.com matthew.martens@wilmerhale.com howard.shapiro@wilmerhale.com matthew.thome@wilmerhale.com	<input type="checkbox"/> Legal Messenger <input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> E-service King County
Gregory Boden Wilmer Cutler Pickering Hale and Dorr LLP 350 South Grand Ave., Ste. 2100 Los Angeles, CA 90071 Email: gregory.boden@wilmerhale.com	<input type="checkbox"/> Legal Messenger <input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Certified Mail, Receipt Requested <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input type="checkbox"/> E-service King County

I certify, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

DATED this 21st day of December, 2017, at Seattle, Washington.

/s/ Michelle Baczkowski
MICHELLE BACZKOWSKI
Legal Assistant