

**ROBERT FROMER**

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Chairman, Co-chairman and Members  
Energy and Technology Committee  
Legislative Office Building, Room 2100  
Hartford, CT 06106

**Re: S.B. No. 890. An Act Concerning Telecommuting**

Dear Chairman, Co-chairman and Members:

Several years ago, American Telegraph and Telephone (AT&T) Broadband provided my Internet, cable television and telephone services. At the time, AT&T provided a free modem for the Internet. In 2001, Comcast purchased AT&T Broadband. After the purchase, I continued using the modem until it developed problems. Upon calling Comcast, the company requested that I exchange the AT&T modem for its modem, which I did at the Comcast Service Center. The public can purchase this modem in the market place. At no time did any Comcast representative inform me that it leased the modem nor did the Center have any posted notice of such modem leasing.

In July 2007, I involuntarily converted to Comcast Digital Voice because the company would no longer offer regular (analog) telephone service after converting to digital voice telephone. As an inducement to the conversion, Comcast offered a package of bundled services with Comcast High-Speed Internet and Digital Cable at a special offer price. Again, Comcast representatives provided neither statement nor notice of its leasing policy nor subscription agreement for this new bundled service requiring a combined modem for digital telephone and the Internet. I cannot purchase this combined modem in the marketplace; it is Comcast proprietary equipment.

After installing the new service, the installer provided a copy of his Work Order and a Letter of Agency. Comcast provided no written agreement for the new bundled service at the time of subscription at its local service center. I received an "adhesion" Subscription Agreement the week of March 17, 2008 because the company dictated the terms of the quasi-contract without bargaining. Since the installation, I have been billed a \$3.00 per month leasing charge, which equals \$36.00 per year. Comcast representatives claimed in recent conversations at the Service Center that the leasing fee applies for as long as it provides the service; in

other words, there is no duration for termination of the leasing fee. Hence, if I retain the service, Comcast will unfairly profit far beyond its cost or sale price for the modem.

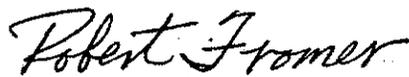
According to the Connecticut's Uniform Commercial Code, a "Lease" means the transfer of the right to possession and use of goods for a period in return for consideration. The term includes a sublease unless the context clearly indicates otherwise. The term does not include a sale, including a sale on approval or a sale or return, or retention or creation of a security interest." Connecticut General Statutes, § 42a-2A-102(18). Therefore, the absence of a fixed period for the lease constitutes an unfair and deceptive trade practice pursuant to the Connecticut General Statutes § 42-110a and b.

In a recent letter, the Connecticut Department of Public Utility Control claimed no jurisdiction for this matter, and the Connecticut Department of Consumer Protection has jurisdiction but refuses to enforce its statutes because I have been the sole complainant. The Federal Trade Commission and Federal Communications Commission dismissed my complaint for lack of jurisdiction.

I recommend that this Committee include in the subject legislation a provision limiting equipment rental to a lease to purchase contract including a fixed profit to the company for the combined modem. This provision would only apply to proprietary equipment not commercially available to the public.

Also, I suggest the legislation include requirements that cable companies prominently place notices at their Service Centers informing the public of its leasing policies, and a failure to provide such notice should entitle the subscriber to triple the overcharges of the fixed cost plus fixed profit set by the Department of Public Utility Control.

Cordially,



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Robert Fromer