

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LAW OFFICES OF SHIMSHON)
WEXLER, P.C., a New York)
professional company, individually)
and as the representative of a class)
of similarly-situated persons,)
)
Plaintiff,)

v.)

Case No.)

AICOM SOLUTIONS LLC d/b/a)
AICOM CORPORATION; TIME)
WARNER CABLE LLC d/b/a)
SPECTRUM; TIME WARNER)
CABLE MEDIA LLC; CHARTER)
COMMUNICATIONS INC.;)
CHARTER COMMUNICATIONS)
OPERATING LLC; and JOHN DOES)
1-10,)
)
Defendants.)

CLASS ACTION

CLASS ACTION COMPLAINT

Plaintiff, Law Offices of Shimshon Wexler, P.C. (“Wexler” or “Plaintiff”), brings this action on behalf of itself and all other persons similarly situated and, except for those allegations pertaining to Plaintiff or its attorneys, which are based upon personal knowledge, alleges the following upon information and belief against defendants

AICOM Solutions, LLC d/b/a AICOM Corporation (“AICOM”), Time Warner Cable LLC d/b/a Spectrum, Time Warner Cable Media LLC, Charter Communications Inc., Charter Communications Operating LLC (collectively “Time Warner” or “Defendants”), and John Does 1-10:

PRELIMINARY STATEMENT

1. Defendants have sent advertisements by facsimile in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, and the regulations the Federal Communications Commission (“FCC”) has prescribed thereunder, 47 C.F.R. § 64.1200 (collectively, the “TCPA”).

2. Defendants sent Plaintiff at least one advertisement by facsimile and in violation of the TCPA. Exhibit A.

3. Plaintiff brings this action on behalf of itself and a class of all similarly-situated persons, and against Defendants, seeking statutory damages for each violation of the TCPA, trebling of the statutory damages if the Court determines the violations were knowing or willful, injunctive relief, compensation and attorney fees (under the conversion counts), and all other relief the Court deems appropriate under the circumstances.

4. Unsolicited advertising faxes cause damage to their recipients. A junk fax recipient loses the use of its fax machine, paper, and ink toner. Unsolicited advertising faxes tie up the telephone lines, prevent fax machines from receiving authorized faxes, prevent their use for authorized outgoing faxes, cause undue wear and tear on the recipients' fax machines, and require additional labor to attempt to discern the source and purpose of the unsolicited message. Moreover, a junk fax interrupts the recipient's privacy. An unsolicited fax also wastes the recipient's valuable time that would have been spent on something else.

5. The TCPA prohibits the use of "any telephone facsimile machine, computer or other device to send, to a facsimile machine, an unsolicited advertisement...." 47 U.S.C. § 227 (b)(1)(C). The TCPA defines an "unsolicited advertisement" as "any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission...." *Id.*, § 227 (a)(5) (emphasis added).

6. Defendants' fax advertises Defendants' Business Class services, including digital telephone, voicemail, and internet services.

Exhibit A.

7. Defendants are for-profit businesses.

PARTIES, JURISDICTION, AND VENUE

8. Plaintiff is a New York professional company located in Decatur, Georgia.

9. On information and belief, AICOM Solutions LLC is a Delaware limited liability company with its principal place of business in Iselin, New Jersey.

10. On information and belief, Time Warner Cable LLC d/b/a Spectrum and Time Warner Cable Media LLC, are Delaware limited liability companies with their principal places of business in New York, New York. In May 2016, Time Warner merged with Charter Communications and began rebranding under the name Spectrum.

11. On information and belief, Charter Communications Inc. and Charter Communications Operating LLC are Delaware entities with their principal places of business in New York, New York.

12. John Doe Defendants 1-10 are persons yet unknown to Plaintiff that actively participated in the transmission of fax advertisements to the class, benefitted from those transmissions, or are

successors in interest to Defendants. When Plaintiff discovers their identities, it will seek leave to amend this complaint to add allegations regarding such person's activities and liabilities in this action.

13. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 47 U.S.C. § 227.

14. Personal jurisdiction exists over AICOM in Georgia because Defendants have transacted business and committed tortious acts within the State.

15. Personal jurisdiction exists over the Time Warner Defendants in Georgia because Defendants' have transacted business and committed tortious acts within the State.

16. Venue is proper in the Northern District of Georgia, because Defendants committed statutory torts within this District and a significant portion of the events took place here.

FACTS

17. The Time Warner Defendants are national providers of cable television, internet, and digital telephone services.

18. AICOM is a Channel Partner and Authorized Agent of Time Warner Cable, which provides sales, marketing and account

management for Time Warner Cable. Exhibit B.

19. Defendants sent at least one advertisement by facsimile to Plaintiff and a class of similarly-situated persons. Whether Defendants did so directly or with the assistance of a third party (yet unknown to Plaintiff), Defendants are directly liable for violating the TCPA.

20. Plaintiff has received at least one of Defendants' advertisements by facsimile. A true and correct copy of the fax received on or about December 14, 2016 is attached as Exhibit A.

21. In this action, Plaintiff intends to discover the total number of advertisements Defendants sent to Plaintiff and all others by fax. Exhibit C, a Demand for Preservation of All Tangible Documents Including Electronically Stored Information.

22. Exhibit A is a five-page document Defendants sent by fax advertising "an exclusive offer of bundled solutions" including digital telephone services and internet services. Exhibit A. The fax advertises the commercial availability or quality of property, goods, or services. Exhibit A. The fax promotes the quality of Defendants' services and provides a promotional price proposal. Exhibit A. Exhibit A promotes Defendants' digital telephone service as "RELIABLE, INEXPENSIVE,

ADVANCED TECHNOLOGY, FUTURE READY.” Exhibit A. Exhibit A lists the free features included with Defendants’ service plans and the benefits of using Defendants’ services. Exhibit A. Each of the five pages contains Defendants’ name and logo. Exhibit A.

23. Defendants’ fax provides a telephone number, fax information, and an email address to order Time Warner’s services by contacting AICOM, a Time Warner Authorized Agent. Exhibit A.

24. Exhibit A indicates that an AICOM employee, John Martin, contacted Plaintiff prior to sending Defendants’ advertisement by facsimile. However, Exhibit A does not indicate that Martin requested or received express permission to send the subject facsimile to Plaintiff.

25. Plaintiff did not expressly invite or give permission to anyone to send Exhibit A or any other advertisement from Defendant to Plaintiff’s fax machine.

26. Exhibit A does not include the mandatory opt-out notice required by 47 C.F.R. § 64.1200 (a) (4).

27. On information and belief, Defendants sent similar advertisements by facsimile to Plaintiff and more than 39 other persons in violation of the TCPA.

28. Plaintiff and the other class members owe no obligation to protect their fax machines from Defendants. Their fax machines are ready to send and receive their urgent communications, or private communications about clients' needs, not to receive Defendants' unlawful advertisements.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action as a class action on behalf of itself and all others similarly situated as members of a class, initially defined as follows:

Each person that was sent one or more telephone facsimile messages from "Time Warner Cable" after February 24, 2013 promoting the commercial availability of digital telephone or internet services but not stating on its first page that the recipient may make a request to the sender not to send any future ads and that failure to comply with such a request within 30 days is unlawful.

Plaintiff expressly reserves the right to modify the proposed class definition or propose subclasses after discovery about Defendants' fax advertising program.

30. Excluded from the class are Defendants, each of Defendants' officers, directors, legal representatives, heirs, successors, and assigns, any entity in which any Defendant has a controlling interest, any

parent, subsidiary or affiliated company of Defendants', and any Judge assigned to this action, including his or her immediate family.

31. On information and belief, Defendants' fax advertising campaigns involved other, substantially-similar advertisements also sent without the opt-out notice required by the TCPA. Plaintiff intends to locate those advertisements in discovery.

32. This action is brought and may properly be maintained as a class action pursuant to Fed. R. Civ. P. 23. This action satisfies Rule 23 (a)'s numerosity, commonality, typicality, and adequacy requirements. Additionally, prosecution of Plaintiff's claims separately from the putative class's claims would create a risk of inconsistent or varying adjudications under Rule 23 (b) (1) (A). Furthermore, the questions of law or fact that are common in this action predominate over any individual questions of law or fact making class representation the superior method to adjudicate this controversy under Rule 23 (b) (3).

33. **Numerosity/impracticality of joinder.** On information and belief, the class consists of more than 39 persons and, thus, is so numerous that individual joinder of each member is impracticable. The precise number of class members and their identities are unknown to

Plaintiff, but will be obtained from Defendants' records or the records of third parties.

34. **Commonality and predominance.** There is a well-defined community of interest and there are common questions of law and fact that predominate over any questions affecting only individual members of the class. These common legal and factual questions, which do not vary from one class member to another, and which may be determined without reference to the individual circumstances of any class member, include, but are not limited to the following:

a. Whether Defendants sent facsimiles promoting the commercial availability or quality of property, goods, or services;

b. Whether Exhibit A and other yet-to-be-discovered facsimiles sent by or on behalf of Defendants are "advertisements" under the TCPA;

c. The manner and method Defendants used to compile or obtain the list(s) of fax numbers to which they sent the advertisements contained in Exhibit A and other similar fax advertisements;

d. Whether Defendants' fax advertisements contained

opt-out notices compliant with the TCPA;

e. Whether the Court should award Plaintiff and the other class members statutory damages;

f. If it finds that Defendants willfully or knowingly violated the TCPA, whether the Court should exercise its discretion to increase the amount of the statutory damages award to an amount equal to not more than 3 times the amount;

g. Whether the Court should enjoin Defendants from faxing advertisements in the future; and

h. Whether Defendants' conduct as alleged herein constituted conversion.

35. **Typicality of claims.** Plaintiff's claims are typical of the claims of the other class members, because Plaintiff and all class members were injured by the same wrongful practices. Plaintiff and the members of the class received Defendants' advertisements by facsimile and those advertisements did not contain the opt-out notice required by the TCPA. Under the facts of this case, because the focus is upon Defendants' conduct, if Plaintiff prevails on its claims, then the other putative class members will prevail as well.

36. Adequacy of representation. Plaintiff is an adequate representative of the class because its interests do not conflict with the interests of the class it seeks to represent. Plaintiff has retained counsel competent and experienced in complex class action litigation, and TCPA litigation in particular, and Plaintiff intends to vigorously prosecute this action. Plaintiff and his counsel will fairly and adequately protect the interest of members of the class.

37. Prosecution of separate claims would yield inconsistent results. Even though the questions of fact and law in this action are predominantly common to Plaintiff and the putative class members, separate adjudication of each class member's claims would yield inconsistent and varying adjudications. Such inconsistent rulings would create incompatible standards for Defendants to operate under if/when class members bring additional lawsuits concerning the same unsolicited fax advertisements or if Defendants choose to advertise by fax again in the future.

38. A class action is the superior method of adjudicating the common questions of law or fact that predominate over individual questions. A class action is superior to other available methods for the

fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all class members is economically unfeasible and procedurally impracticable. The likelihood of individual class members prosecuting separate claims is remote, and even if every class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. Relief concerning Plaintiff's rights under the laws herein alleged and with respect to the class would be proper. Plaintiff envisions no difficulty in the management of this action as a class action.

COUNT I
TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227

39. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

40. Plaintiff brings Count I on behalf of itself and a class of similarly situated persons against Defendants.

41. The TCPA prohibits the “use of any telephone facsimile machine, computer or other device to send an unsolicited advertisement to a telephone facsimile machine....” 47 U.S.C. § 227 (b) (1).

42. The TCPA defines “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s express invitation or permission.” 47 U.S.C. § 227 (a) (4).

43. Exhibit A advertises Defendants’ commercially available digital telephone and internet services.

44. Defendants sent Exhibit A and other similar advertisements to Plaintiff and the fax machines of other businesses to promote the purchase of Defendants’ digital telephone and internet services.

45. The TCPA provides a private right of action as follows:

3. Private right of action. A person may, if otherwise permitted by the laws or rules of court of a state, bring in an appropriate court of that state:

(A) An action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation,

(B) An action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or

(C) Both such actions.

47 U.S.C. § 227 (b) (3).

46. The Court, in its discretion, may treble the statutory damages if it determines that a violation was knowing or willful. 47 U.S.C. § 227 (b) (3).

47. Here, Defendants violated 47 U.S.C. § 227 (b) (1) (C) by sending advertisements by facsimile (such as Exhibit A) to Plaintiff and the other class members without their prior express invitation or permission.

48. The TCPA requires that every advertisement sent by facsimile must include an opt-out notice clearly and conspicuously displayed on the bottom of its first page. 47 U.S.C. § 227 (b) (2) (D) and (E); 47 C.F.R. § 64.1200 (a) (4).

49. The TCPA expressly mandates the form and content of an opt-out notice. 47 U.S.C. § 227 (b) (2) (D) & (E), in relevant part, states:

In implementing the requirements of this subsection, the Commission ...

(D) shall provide that a notice contained in an unsolicited advertisement complies with the requirements under this subparagraph only if...

(i) the notice is clear and conspicuous and on the first page of the unsolicited advertisement;

(ii) the notice states that the recipient may make a request to the sender of the unsolicited advertisement not to send any future unsolicited advertisements to a telephone

facsimile machine or machines and that failure to comply, within the shortest reasonable time, as determined by the Commission, with such a request meeting the requirements under subparagraph (E) is unlawful;

(iii) the notice sets forth the requirements for a request under subparagraph (E);

(iv) the notice includes—

(I) a domestic contact telephone and facsimile machine number for the recipient to transmit such a request to the sender; and

(II) a cost-free mechanism for a recipient to transmit a request pursuant to such notice to the sender of the unsolicited advertisement; the Commission shall by rule require the sender to provide such a mechanism and may, in the discretion of the Commission and subject to such conditions as the Commission may prescribe, exempt certain classes of small business senders, but only if the Commission determines that the costs to such class are unduly burdensome given the revenues generated by such small businesses;

(v) the telephone and facsimile machine numbers and the cost-free mechanism set forth pursuant to clause (iv) permit an individual or business to make such a request at any time on any day of the week; and

(vi) the notice complies with the requirements of subsection (d) of this section;

(E) shall provide, by rule, that a request not to send future unsolicited advertisements to a telephone facsimile machine complies with the requirements under this subparagraph only if—

(i) the request identifies the telephone number or numbers of the telephone facsimile machine or machines to which the request relates;

(ii) the request is made to the telephone or facsimile number of the sender of such an unsolicited advertisement provided pursuant to subparagraph (D)(iv) or by any other method of communication as determined by the Commission; and

(iii) the person making the request has not, subsequent to such request, provided express invitation or permission to the sender, in writing or otherwise, to send such advertisements to such person at such telephone facsimile machine;

50. The FCC's regulations at 47 C.F.R. § 64.1200 (a) (4) (iii) &

(v) expressly require the following:

(iii) The advertisement contains a notice that informs the recipient of the ability and means to avoid future unsolicited advertisements. A notice contained in an advertisement complies with the requirements under this paragraph only if

(A) The notice is clear and conspicuous and on the first page of the advertisement;

(B) The notice states that the recipient may make a request to the sender of the advertisement not to send any future advertisements to a telephone facsimile machine or machines and that failure to comply, within 30 days, with such a request meeting the requirements under paragraph (a)(4)(v) of this section is unlawful;

(C) The notice sets forth the requirements for an opt-out request under paragraph (a)(4)(v) of this section;

(D) The notice includes -

(1) A domestic contact telephone number and facsimile machine number for the recipient to transmit such a request to the sender; and

(2) If neither the required telephone number nor facsimile machine number is a toll-free number, a separate cost-free mechanism including a Web site address or email address, for a recipient to transmit a request pursuant to such notice to the sender of the advertisement. A local telephone number also shall constitute a cost-free mechanism so long as recipients are local and will not incur any long distance or other separate charges for calls made to such number; and

(E) The telephone and facsimile numbers and cost-free mechanism identified in the notice must permit an individual or business to make an opt-out request 24 hours a day, 7 days a week.

...

(v) A request not to send future unsolicited advertisements to a telephone facsimile machine complies with the requirements under this subparagraph only if -

(A) The request identifies the telephone number or numbers of the telephone facsimile machine or machines to which the request relates;

(B) The request is made to the telephone number, facsimile number, Web site address or email address identified in the sender's facsimile advertisement; and

(C) The person making the request has not, subsequent to such request, provided express invitation or permission to the sender, in writing or otherwise, to send such advertisements to such person at such telephone facsimile

machine.

51. Here, Defendants violated 47 U.S.C. § 227 (b) (1) (C) by sending advertisements by facsimile (such as Exhibit A) to Plaintiff and the other class members without their prior express invitation or permission.

52. Furthermore, Defendants violated 47 U.S.C. § 227 (b) (2) (D) and (E) and 47 C.F.R. § 64.1200 (a) (4) (iii) & (v) by failing to include a compliant opt-out notice. Exhibit A.

53. In violation of the TCPA, Defendants' faxes do not inform recipients that Defendants' failure to comply with an opt-out request within 30 days is unlawful.

54. Furthermore, Defendants' fax does not inform its recipients of the requirements to opt-out of future facsimiles, as explained by 47 C.F.R. § 64.1200 (a) (4) (v). Specifically, Defendants' fax does not inform Plaintiff and other putative class members that they must identify the telephone number of the telephone facsimile machine to which their opt-out request relates. Additionally, Defendants' fax fails to inform Plaintiff and the putative class that a request must be made to the telephone number, facsimile number, Web site address or email address

identified in the sender's facsimile advertisement. Finally, Defendants' fax fails to inform recipients that an opt-out request will be valid until the recipient subsequently provides express invitation or permission to the sender, in writing or otherwise, authorizing advertisements by fax.

55. Contrary to the TCPA, the Defendants' fax fails to provide recipients two methods for opting out of future facsimile advertisements. 47 U.S.C. § 227 (b) (2) (D) (iv) (I).

56. Facsimile advertising imposes burdens on recipients that are distinct from the burdens imposed by other types of advertising. The required opt-out notice provides recipients the necessary information to opt-out of future fax transmissions, including a notice that the sender's failure to comply with the opt-out request will be unlawful. 47 C.F.R. § 64.1200 (a) (4) (iii).

57. Defendants' failure to include a compliant opt-out notice on their fax advertisements makes irrelevant any express consent or established business relationship ("EBR") that otherwise might have justified Defendants' fax advertising campaigns. 47 C.F.R. § 64.1200 (a) (4).

58. The TCPA is a strict liability statute and Defendants are

liable to Plaintiff and the other class members even if Defendants' actions were negligent. 47 U.S.C. § 227 (b) (3).

59. If Defendants' actions were knowing or willful, then the Court has the discretion to increase the statutory damages up to three times the amount. 47 U.S.C. § 227 (b) (3).

60. Defendant AICOM is liable for the fax advertisements at issue because it sent the faxes, caused the faxes to be sent, participated in the activity giving rise to or constituting the violation, the faxes were sent on Defendant's behalf, Defendant AICOM benefitted from the sending of the faxes by the receipt of payment for its sales of Time Warner's services, hired and paid a fax broadcaster to transmit the advertisements by facsimile, directed that the faxes be sent, approved the design and recipients of the faxes, or under general principles of vicarious liability, including actual authority, apparent authority and ratification.

61. The Time Warner Defendants are liable for the fax advertisements at issue because they sent the faxes, caused the faxes to be sent, participated in the activity giving rise to or constituting the violation, hired and paid AICOM to promote their services, hired and

paid a fax broadcaster to transmit the advertisements by facsimile, directed that the faxes be sent, approved the design and/or recipients of the faxes, AICOM is an authorized agent of the Time Warner Defendants, or under general principles of vicarious liability, including actual authority, apparent authority and ratification.

62. Defendants knew or should have known that Plaintiff and the other class members had not given express invitation or permission for Defendants or anybody else to fax advertisements about Defendants' goods, products, or services, that Plaintiff and the other class members did not have an established business relationship with Defendants', that Exhibit A was an advertisement, and that Exhibit A does not display a compliant opt-out notice as required by the TCPA.

63. Defendants' actions damaged Plaintiff and the other class members. Receiving Defendants' junk faxes caused the recipients to lose paper and toner consumed in the printing of Defendants' faxes. The subject faxes used the fax machines of Plaintiff and the other class members. The subject faxes wasted Plaintiff's valuable time, requiring receipt and review of Defendants' unlawful fax. Defendants' faxes unlawfully interrupted Plaintiff and the other class members' privacy

interests in being left alone. Finally, the injury and property damage sustained by Plaintiff and the other class members from the sending of unlawful fax advertisements occurred outside Defendants' premises.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Plaintiff as the representative of the class, and appoint Plaintiff's counsel as counsel for the class;

B. That the Court award \$500.00 in statutory damages for each of Defendants' violations of the TCPA;

C. That, if it finds Defendants willfully or knowingly violated the TCPA, the Court exercise its discretion to increase the amount of the statutory damages award to an amount equal to not more than three times the amount (Plaintiff requests trebling);

D. That the Court enter an injunction prohibiting Defendants from violating the TCPA; and

E. That the Court award costs and such further relief as the

Court may deem just and proper.

COUNT II
CONVERSION

64. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

65. Plaintiff brings Count II on behalf of itself and a class of similarly situated persons and against Defendants.

66. By sending advertisements to their fax machines, Defendants improperly and unlawfully converted the class's fax machines to Defendants' own use. Where printed, Defendants also improperly and unlawfully converted the class members' paper and toner to Defendants' own use. Defendants also converted Plaintiff's time to Defendants' own use, as they did with the valuable time of the other class members.

67. Immediately prior to the sending of the unsolicited faxes, Plaintiff and the other class members each owned an unqualified and immediate right to possession of their fax machines, paper, toner, and employee time.

68. By sending them unsolicited faxes, Defendants permanently misappropriated the class members' fax machines, toner, paper, and

employee time to their own use. Such misappropriation was wrongful and without authorization.

69. Defendants knew or should have known that their misappropriation of paper, toner, and employee time was wrongful and without authorization.

70. Plaintiff and the other class members were deprived of the use of the fax machines, paper, toner, and employee time, which could no longer be used for any other purpose. Plaintiff and each class member thereby suffered damages as a result of their receipt of unsolicited fax advertisements from Defendants.

71. Defendants' unsolicited faxes effectively stole Plaintiff's employees' time because persons employed by Plaintiff were involved in receiving, routing, and reviewing Defendants' illegal faxes. Defendants knew or should have known employees' time is valuable to Plaintiff.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Plaintiff as the

representative of the class, and appoint Plaintiff's counsel as counsel for the class;

- B. That the Court award appropriate damages;
- C. That the Court award punitive damages;
- D. That the Court award attorney's fees;
- E. That the Court award costs of suit; and
- F. That the Court award such further relief as it may deem just

and proper under the circumstances.

Respectfully submitted,

LAW OFFICES OF SHIMSHON WEXLER,
P.C., a New York professional company,
individually and as the representative of a
class of similarly-situated persons,

By: /s/ Julia L. Titolo

Julia L. Titolo
Attorney Bar Number: 716091
Phillip A. Bock (*pro hac vice* admission to be
requested)
Attorneys for Law Offices of Shimshon Wexler
Bock, Hatch, Lewis & Oppenheim, LLC
134 N. La Salle St., Ste. 1000
Chicago, IL 60602
Telephone: 312-658-5500
Email: Julia@classlawyers.com
service@classlawyers.com

EXHIBIT A



Good Day!

I am writing to enlighten you about the inevitable demise of the analog landline phone. This technology since when the telephone was first invented 100 years ago-- it is obsolete, lacking in features, too expensive predates to maintain, operate and upgrade which ultimately gets charged back to customers like you with expensive pricing and poor service quality.

Consider the following news articles:

Wall St. Journal: Telecom Providers Want an End to the Landline.

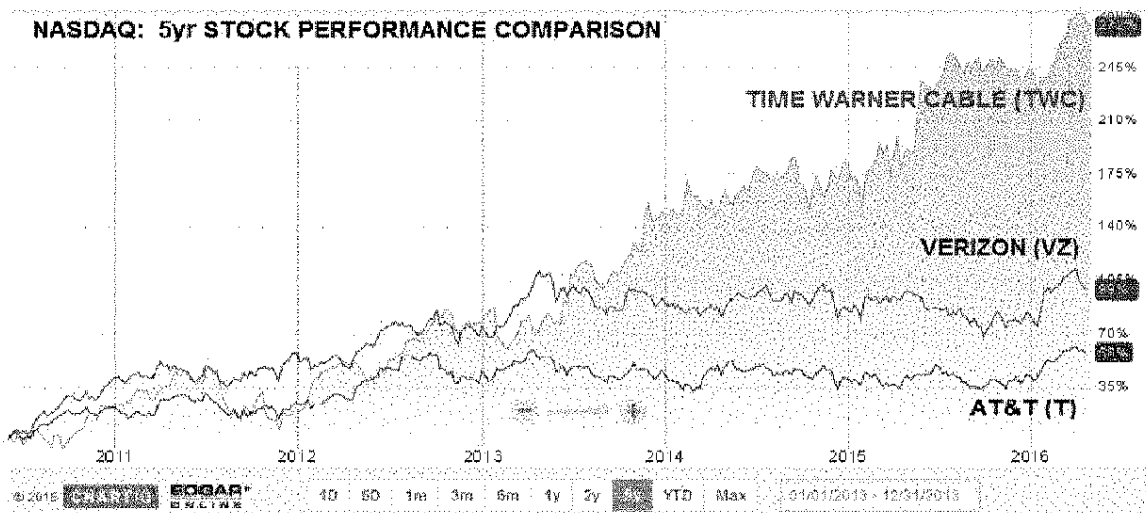
New Yorker:Verizon's Strikers' Shrinking World -- Verizon is stuck in a business for which it has no enthusiasm and its workers are stuck in a company to which there is no alternative

Utility: Verizon to exit Wireless Business

FCC.GOV: New York State Attorney General Eric Schneiderman is convinced Verizon Communications is abandoning quality landline service for millions of New Yorkers

TIME WARNER CABLE offers you a way out from this dead-end technology of analog landline phones to an ALL DIGITAL VOIP Phones -- feature rich, flat rate unlimited calling across USA. Phones that are RELIABLE, INEXPENSIVE, ADVANCED TECHNOLOGY, FUTURE READY.

Consider how the Stock Market is behaving to support these:





And compare pricing by technology platform:

Time Warner Cable	Verizon	AT&T
All Digital VOIP Phones Flat rate unlimited calling USA Standard feature set included	Landline Analog Phone (Twisted Copper Pair) Flat rate unlimited long distance Usa Feature set add-on	Landline Analog Phone (Twisted Copper Pair) Flat rate unlimited long distance Usa Feature set add-on
\$29.99/mo	\$52.99/mo	\$65/mo

Based on my initial call to your office, I have attached an exclusive offer of bundled solutions for your business for your review and approval.

This proposal comes with a 30-day satisfaction guarantee that allows you to try and cancel within 30-days at no charge if you are not satisfied.

Enlightened about the eventual end of the landline phone services and the disruption to business it is causing now, it is to your advantage to act promptly and not get caught in the stampede who switch over late – when prices would have gone up by then. I have customers already signing up for longer 7-year terms just to lock-in these promotional prices.

Let me know how else I can assist you. I would be more than happy to switch you to Time Warner Cable as your Account Manager.

Thank you and best regards,

John Martin

Account Manager - Time Warner Cable Business Class

PHONE:(908) 888-6046

Fax:(908) 206-7024

John.lene@twc-bizclass.aicomcorp.com



December 15, 2016

SERVICE PROPOSAL

The Law Office of Shimshon Wexler, PC

Attn: Owner Shimshon Wexler

PHONE: (212) 760-2400

ADDRESS: 2710 Broadway, 2nd Floor New York NY 10025

We are excited about the opportunity to earn your business and provide a solution tailored to meet your exact needs. Since your office is within our network for Time Warner services, we wanted to offer you a competitive price for your phone and Internet services compared to your current provider.

I have attached the proposal with new bundle rates that includes your:

- 1 Business Class Phone Line with Unlimited Nationwide Calling
Free Business Class Phone Line for Unlimited Local Calling
15Mbps Internet Connection
for a total of **\$69.98** per month.

I also have attached a feature list which shows you all the features that are included for FREE on every business class phone line. Keep in mind that there's no change in numbers or features and most importantly NO installation charges. I will touch base with you later in the week if I haven't heard from you before then.

If you would like a side-by-side comparison to your current provider, please fax a recent bill and I can send back a true price comparison. Thank you for your time.

John Martin

Account Manager - Time Warner Cable Business Class

PHONE: (908) 888-6046

FAX: (908) 206 - 7024

John@twc-bizclass.aicomcorp.com



The Law Office of Shimshon Wexler, PC

Location Address	Service	QTY	MRC	Total MRC	Install Charge	Service Term
2710 Broadway, 2nd Floor New York NY 10025	Business Class Phone Line	1	\$29.99	\$29.99	WAIVED	3 Year
	Business Voicemail		FREE	FREE		
	Free Phone Line for Unlimited Local Calls		FREE	FREE		
	15Mbps Internet Connection	1	\$39.99	\$39.99	WAIVED	3 Year
	WiFi LAN		FREE	FREE		
	10 standard email addresses		FREE	FREE		
	Free WiFi Hotspot access		FREE	FREE		

Monthly Cost for Service -----> **\$69.98**

Benefits of Time Warner Business Class Services

*** No need to monitor long distance usage. Unlimited calling anytime, anywhere within the United States, all U.S. Territories, and Canada at no additional charge.**

- * Competitive International calling rates with NO reoccurring monthly fees
- * Additional Discounts offered for bundling of services
- * Keep current telephone numbers and existing telephone equipment
- * Crystal-clear digital connections for all voice communications
- * Local, dedicated 24/7/365 customer support
- * Free Toll Free numbers with a flat per minute calling rate

Free Features Included on every Business Class Phone Line

- | | |
|------------------------------------|--|
| * Call Forward/Cancel Call Forward | * Block Inbound / Outbound Calls |
| * Call Waiting | * Three Way Calling |
| * Caller ID | * Three Way Call Transfer |
| * Call Waiting ID | * Call Forwarding w/ Remote Activation |
| * Caller ID Blocking/Unblocking | * Speed Dial |
| * Hunting / Rollover Sequences | * Anonymous Call Reject |
| * Business Voicemail | ** Additional features also available |

If you would like a side-by-side proposal with all of your current services, please fax a recent invoice to (908) 206-7024 and I can send back a true price comparison.



Time Warner Cable Business Class Solutions

Dedicated Internet Access (Fiber)	Dedicated Internet Connection A fast, reliable, high-bandwidth, symmetrical, and dedicated Internet access link over TWCBC fiber. Speeds range from 5Mbps to 10Gbps.	Industry-Leading SLAs Service Level Agreements (SLAs) ensure high performance and availability for your mission-critical applications	Scalability Speeds are dynamically scalable up to 10Gbps to meet your evolving business needs
Broadband & Wideband Internet (Cable Modem)	Runs Data-Intensive Apps Tiered service levels with speeds up to 50Mbps. Large capacity for efficient downloads and transmissions.	Security Includes Personal Security Suite at no extra charge for protection against spam, viruses, and spyware.	Powers Multiple Users Supports simultaneous use of the Internet for multiple workstations with a single Internet connection.
Ethernet	Ethernet Topologies Connect your locations with a secure, point to point, point-to-multi-point, or multi-point to multi-point Ethernet connection. A cost-effective alternative to legacy systems.	Industry-Leading SLAs Service Level Agreements (SLAs) ensure high performance and availability for your mission-critical applications.	Bandwidth Grows with You Increase your bandwidth within 2-5 days (no CPE changes) at: - up to 512Kbps-2Mbps (coax) - 5Mbps-1Gbps (fiber) - 1Gbps-10Gbps (fiber)
Cable TV and Music	Variety of Channel Lineups Select from lineups tailored to meet the needs of Businesses, Healthcare, Hospitality, Bars & Restaurants, and Colleges.	Series of TV Packages Target programming to your audience with options like Sports Pass, International, Premium Channels, and Music Choice.	Video Service Options for Hospitality Pro:Idiom: 60+ HD channels. Set-Back Box: 100+ HD channels and free On Demand.
Phone*	Business Class Phone Unlimited local and nationwide long-distance: Call anytime, anywhere within the U.S., Canada, Puerto Rico U.S. Virgin Islands, Guam and Saipan for a flat monthly rate.	Voice Manager Portal Improve call handling by using the Voice Manager portal to activate and deactivate features, such as Call Forwarding and Hunt Groups, 24/7 from any Internet connection	Features Key business features, such as Caller ID, Call Forwarding, Hunt Groups and Call Waiting included. Upgrade to value-added features such as Auto Attendant, Voice Mail, and Toll-Free.
Trunks*	PRI Available as both fractional and full (23 B+D) service for customers with PBXs. Available in several trunk configurations.	Long Distance Plans Every full and fractional PRI can include free 3,000 LD minutes. Additional 5,000 or 10,000 minute packages are available.	Availability Voice delivered across the TWCBC wholly-owned network. Voice traffic prioritized through our network.
Value-Added Service Upgrades	Managed Security A comprehensive suite of fully-managed security services that includes management, configuration, implementation and 24/7 support.	Online Backup Automatic, scheduled backup of your files for safe off-site storage, with the extra advantage of secure, remote file access from anywhere.	Web Hosting Website set up and maintenance. Storage options from 5Gb-40Gb. Domain registration and virtual storefront packages are also available.
Hosted Email, Collaboration, and Data Management	Microsoft® Hosted Exchange Provides anywhere, anytime access to communication features such as email, calendars and contact lists via Microsoft Outlook.®	Microsoft SharePoint® Easy, reliable method to share and manage business files from a central location.	Secure and Robust Email security through anti-spam protection and anti-virus filtering. Enterprise-grade data centers provide high availability with robust business continuity.

* Time Warner Cable Business Class Phone and Trunk (PRI) customer premise equipment is electrically powered and, in the event of a power outage or network failure, Enhanced 9-1-1 ("E911") services may not be available. Additional charges apply for taxes, fees, Directory Assistance, Voicemail, Special Calling Features, Operator Services and calls to international locations.

EXHIBIT B



Solution Showcase

OVERVIEW

SERVICES

CONTACT

AICOM provides sales, marketing, and national accounts management function to Time Warner Cable Business Class across United States. As a Channel Partner and Authorized Agent, AICOM leverages on TWCBC's full suite of product lines from small-business VOIP phones to Enterprise grade SIP Trunks and all-digital fiber optics Internet access, AICOM offers **discounted pricing, unadvertised promotions, and rebates not available to general public.** We deliver personalized account management providing responsive, caring, and quality services to TWC Business Class customers from pre-sales to post-sales support nationally.



Time Warner Cable Business Class Showcase

Time Warner Cable Business Services, a division of Time Warner Cable, offers a full complement of business communications tools to small, medium and enterprise-sized companies under its Time Warner Cable Business Class brand. Its Internet, voice, television, network and cloud services are enhanced by award-winning customer service and local support teams. Through its NaviSite subsidiary, Time Warner Cable Business Services also offers scalable



managed services, including application services, enterprise hosting, and managed cloud services primarily in the U.S. and U.K. Time Warner Cable Business Services, founded in 1998, serves approximately 675,000 business customers throughout Time Warner Cable's service areas.

Mirazon: Customer Success Story

[Watch Video](#)

Services

Internet

Get the bandwidth and network connectivity needed in today's demanding environment from a proven partner. We provide reliable and secure business Internet service to help you increase your productivity.

[DETAILS >](#)

Network Services

Businesses with multiple locations need secure, reliable network services to stay connected. Our Ethernet configurations provide dedicated connections to seamlessly deliver applications and transfer data between locations.

[DETAILS >](#)

NaviSite Cloud and Managed Solutions

Simplify your IT while enhancing security, performance and resiliency with NaviSite Cloud and Managed Solutions.

[DETAILS >](#)

Voice

Stay connected with our crystal-clear digital business phone service. We offer a variety of voice services and calling plans to fit your business needs, with key business phone features at low or no extra cost.

[DETAILS >](#)

TV

Your business needs to stay up-to-date on local, national and business news and trends. We offer news coverage and Entertainment packages including digital cable TV, HD programming, movies, sports, and music.

[DETAILS >](#)

Price and speeds vary by market. All services may not be available in all areas.

Related Resources

- [Network of Possibility](#)

Contact us for more information.

Contact us today if you have questions about our products and services. A representative from AICOM CORP. will respond as soon as possible with answers to your questions.

CONTACT US

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EXHIBIT C

BOCK, HATCH, LEWIS & OPPENHEIM, LLC

134 North La Salle Street, Suite 1000

Chicago, IL 60602

312-658-5500 (Phone) • 312-658-5555 (Fax)

March 24, 2017

In re: *Law Offices of Shimshon Wexler, P.C.. v. AICOM Solutions LLC d/b/a AICOM Corporation; Time Warner Cable LLC d/b/a Spectrum; Time Warner Cable Media LLC; Charter Communications Inc.; Charter Communications Operation LLC; and John Does 1-10* (ND Georgia).

Demand for Preservation of All Tangible Documents Including Electronically Stored Information

As part of the Class Action Complaint against AICOM Solutions LLC d/b/a AICOM Corporation; Time Warner Cable LLC d/b/a Spectrum; Time Warner Cable Media LLC; Charter Communications Inc.; Charter Communications Operation LLC; and John Does 1-10 (“Defendants”), plaintiff, Law Offices of Shimshon Wexler, P.C., hereby issues a demand for Defendants to preserve all tangible documents, including electronically stored information.

As used in this document, “you” and “your” refers to each Defendant, and its predecessors, successors, parents, subsidiaries, divisions or affiliates, and its respective officers, directors, agents, attorneys, accountants, employees, partners or other persons occupying similar positions or performing similar functions.

You should anticipate that much of the information subject to disclosure or responsive to discovery in this matter is stored on your current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories and cell phones).

Electronically stored information (hereinafter “ESI”) should be afforded the broadest possible definition and includes (by way of example and not as an exclusive list) potentially relevant information electronically, magnetically or optically stored as:

- Digital communications (e.g., e-mail, voice mail, instant messaging);
- Word processed documents (e.g., Word or WordPerfect documents and drafts);
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data files);

- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);
- Video and Animation (e.g., .AVI and .MOV files);
- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, Yahoo, blog tools);
- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and,
- Back Up and Archival Files (e.g., Zip, .GHO)

ESI resides not only in areas of electronic, magnetic and optical storage media reasonably accessible to you, but also in areas you may deem not reasonably accessible. You are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you do not anticipate producing such ESI.

The demand that you preserve both accessible and inaccessible ESI is reasonable and necessary. Pursuant to amendments to the Federal Rules of Civil Procedure that have been approved by the United States Supreme Court (eff. 12/1/05), you must identify all sources of ESI you decline to produce and demonstrate to the court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that you deem reasonably inaccessible must be preserved in the interim so as not to deprive the plaintiffs of their right to secure the evidence or the Court of its right to adjudicate the issue.

A. Preservation Requires Immediate Intervention

You must act immediately to preserve potentially relevant ESI regarding the time period of March 2013 to the date You receive this letter. Potentially relevant ESI includes, but is not limited to information:

1. Regarding the events and causes of action described in Plaintiff's Class Action Complaint; and
2. Regarding Your claims or defenses to Plaintiff's Class Action Complaint.

Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due to routine operations and employ proper techniques and protocols suited to protection of ESI. Be advised that sources of ESI are altered and erased by continued use of your computers and other devices. Booting a drive, examining its contents or running any application will irretrievably alter

the evidence it contains and may constitute unlawful spoliation of evidence. Consequently, alteration and erasure may result from your failure to act diligently and responsibly to prevent loss or corruption of ESI. Nothing in this demand for preservation of ESI should be understood to diminish your concurrent obligation to preserve document, tangible things and other potentially relevant evidence.

B. Suspension of Routine Destruction

You are directed to immediately initiate a litigation hold for potentially relevant ESI, documents and tangible things, and to act diligently and in good faith to secure and audit compliance with such litigation hold. You are further directed to immediately identify and modify or suspend features of your information systems and devices that, in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations include:

- Purging the contents of e-mail repositories by age, capacity or other criteria;
- Using data or media wiping, disposal, erasure or encryption utilities or devices;
- Overwriting, erasing, destroying or discarding back up media;
- Re-assigning, re-imaging or disposing of systems, servers, devices or media;
- Running antivirus or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories;
- Using metadata stripper utilities;
- Disabling server or IM logging; and,
- Executing drive or file defragmentation or compression programs.

C. Guard Against Deletion

You should anticipate that your employees, officers or others may seek to hide, destroy or alter ESI and act to prevent or guard against such actions. Especially where company machines have been used for Internet access or personal communications, you should anticipate that users may seek to delete or destroy information they regard as personal, confidential or embarrassing and, in so doing, may also delete or destroy potentially relevant ESI. This concern is not one unique to you or your employees and officers. It's simply an event that occurs with such regularity in electronic discovery efforts that any custodian of ESI and their counsel are obliged to anticipate and guard against its occurrence.

D. Preservation by Imaging

You should take affirmative steps to prevent anyone with access to your data, systems and archives from seeking to modify, destroy or hide electronic evidence on network or local hard drives (such as by deleting or overwriting

files, using data shredding and overwriting applications, defragmentation, re-imaging or replacing drives, encryption, compression, steganography or the like). With respect to local hard drives, one way to protect existing data on local hard drives is by the creation and authentication of a forensically qualified image of all sectors of the drive. Such a forensically qualified duplicate may also be called a bitstream image or clone of the drive. Be advised that a conventional back up of a hard drive is not a forensically qualified image because it only captures active, unlocked data files and fails to preserve forensically significant data that may exist in such areas as unallocated space, slack space and the swap file.

With respect to the hard drives and storage devices of each of the persons named below and of each person acting in the capacity or holding the job title named below, as well as each other person likely to have information pertaining to the instant action on their computer hard drive(s), demand is made that you immediately obtain, authenticate and preserve forensically qualified images of the hard drives in any computer system (including portable and home computers) used by that person during the period from March 2013 to today's date as well as recording and preserving the system time and date of each such computer.

Once obtained, each such forensically qualified image should be labeled to identify the date of acquisition, the person or entity acquiring the image and the system and medium from which it was obtained. Each such image should be preserved without alteration.

E. Preservation in Native Form

You should anticipate that certain ESI, including but not limited to spreadsheets and databases, will be sought in the form or forms in which it is ordinarily maintained. Accordingly, you should preserve ESI in such native forms, and you should not select methods to preserve ESI that remove or degrade the ability to search your ESI by electronic means or make it difficult or burdensome to access or use the information efficiently in the litigation. You should additionally refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible.

F. Metadata

You should further anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location and dates of creation and last modification or access. Application metadata is

information automatically included or embedded in electronic files but which may not be apparent to a user, including deleted content, draft language, commentary, collaboration and distribution data and dates of creation and printing. Be advised that metadata may be overwritten or corrupted by careless handling or improper steps to preserve ESI. For electronic mail, metadata includes all header routing data and Base 64 encoded attachment data, in addition to the To, From, Subject, Received Date, CC and BCC fields.

G. Servers

With respect to servers like those used to manage electronic mail (e.g., Microsoft Exchange, Lotus Domino) or network storage (often called a user's "network share"), the complete contents of each user's network share and e-mail account should be preserved. There are several ways to preserve the contents of a server depending upon, e.g., its RAID configuration and whether it can be downed or must be online 24/7. If you question whether the preservation method you pursue is one that we will accept as sufficient, please call to discuss it.

H. Home Systems, Laptops, Online Accounts and Other ESI Venues

Though we expect that you will act swiftly to preserve data on office workstations and servers, you should also determine if any home or portable systems may contain potentially relevant data. To the extent that officers, board members or employees have sent or received potentially relevant e-mails or created or reviewed potentially relevant documents away from the office, you must preserve the contents of systems, devices and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R disks and the user's PDA, smart phone, voice mailbox or other forms of ESI storage.). Similarly, if employees, officers or board members used online or browser-based email accounts or services (such as AOL, Gmail, Yahoo Mail or the like) to send or receive potentially relevant messages and attachments, the contents of these account mailboxes (including Sent, Deleted and Archived Message folders) should be preserved.

I. Ancillary Preservation

You must preserve documents and other tangible items that may be required to access, interpret or search potentially relevant ESI, including logs, control sheets, specifications, indices, naming protocols, file lists, network diagrams, flow charts, instruction sheets, data entry forms, abbreviation keys, user ID and password rosters or the like.

You must preserve any passwords, keys or other authenticators required to access encrypted files or run applications, along with the installation disks,

user manuals and license keys for applications required to access the ESI. You must preserve any cabling, drivers and hardware, other than a standard 3.5” floppy disk drive or standard CD or DVD optical disk drive, if needed to access or interpret media on which ESI is stored. This includes tape drives, bar code readers, Zip drives and other legacy or proprietary devices.

J. Paper Preservation of ESI is Inadequate

As hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for, or cumulative of, electronically stored versions. If information exists in both electronic and paper forms, you should preserve both forms.

K. Agents, Attorneys and Third Parties

Your preservation obligation extends beyond ESI in your care, possession or custody and includes ESI in the custody of others that is subject to your direction or control. Accordingly, you must notify any current or former agent, attorney, employee, custodian or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

L. System Sequestration or Forensically Sound Imaging

We suggest that, with respect to Defendant removing their ESI systems, media and devices from service and properly sequestering and protecting them may be an appropriate and cost-effective preservation step. In the event you deem it impractical to sequester systems, media and devices, we believe that the breadth of preservation required, coupled with the modest number of systems implicated, dictates that forensically sound imaging of the systems, media and devices is expedient and cost effective. As we anticipate the need for forensic examination of one or more of the systems and the presence of relevant evidence in forensically accessible areas of the drives, we demand that you employ forensically sound ESI preservation methods. Failure to use such methods poses a significant threat of spoliation and data loss.

By “forensically sound,” we mean duplication, for purposes of preservation, of all data stored on the evidence media while employing a proper chain of custody and using tools and methods that make no changes to the evidence and support authentication of the duplicate as a true and complete bit-for-bit image of the original. A forensically sound preservation method guards against changes to metadata evidence and preserves all parts of the electronic evidence, including the so-called “unallocated clusters,” holding deleted files.

M. Preservation Protocols

We are desirous of working with you to agree upon an acceptable protocol for forensically sound preservation and can supply a suitable protocol, if you will furnish an inventory of the systems and media to be preserved. Else, if you will promptly disclose the preservation protocol you intend to employ, perhaps we can identify any points of disagreement and resolve them. A successful and compliant ESI preservation effort requires expertise. If you do not currently have such expertise at your disposal, we urge you to engage the services of an expert in electronic evidence and computer forensics. Perhaps our respective expert(s) can work cooperatively to secure a balance between evidence preservation and burden that's fair to both sides and acceptable to the Court.

N. Do Not Delay Preservation

I'm available to discuss reasonable preservation steps; however, you should not defer preservation steps pending such discussions if ESI may be lost or corrupted as a consequence of delay. Should your failure to preserve potentially relevant evidence result in the corruption, loss or delay in production of evidence to which we are entitled, such failure would constitute spoliation of evidence, and we will not hesitate to seek sanctions.

O. Confirmation of Compliance

Please confirm that you have taken the steps outlined in this letter to preserve ESI and tangible documents potentially relevant to this action. If you have not undertaken the steps outlined above, or have taken other actions, please describe what you have done to preserve potentially relevant evidence.

Respectfully,

Phillip A. Bock
Bock, Hatch, Lewis & Oppenheim, LLC
134 N. LaSalle St., Suite 1000
Chicago, IL 60602
512-739-0390 (cell)
312-658-5515 (direct)
todd@classlawyers.com

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Law Offices of Shimshon Wexler, P.C.

DEFENDANT(S)

Aicom Solutions LLC d/b/a Aicom Corporation; Time Warner Cable LLC d/b/a Spectrum; Time Warner Cable Media LLC; Charter Communications Inc.,; Charter Communications Operating LLC; and John Does 1-10

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF DeKalb County, Georgia (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Bock, Hatch, Lewis & Oppenheim, LLC
134 N. La Salle St., Ste. 1000
Chicago, IL 60602
Telephone: 312-658-5500
service@classlawyers.com

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 ORIGINAL PROCEEDING
2 REMOVED FROM STATE COURT
3 REMANDED FROM APPELLATE COURT
4 REINSTATED OR REOPENED
5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

47 U.S.C. § 227. Violation of the Telephone Consumer Protection Act.

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex.
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence.
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395(f))
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

Julian L. Nislov
SIGNATURE OF ATTORNEY OF RECORD

3/24/17
DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cable Companies Hit with TCPA Class Action Over Alleged Junk Faxes](#)
