

CHAMBER OF COMMERCE  
OF THE  
UNITED STATES OF AMERICA

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January 9, 2017

**VIA ELECTRONIC FILING**

Ms. Marlene Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, NW  
Washington, DC 20554

**Re: In the Matter of Truth-In-Billing Format (CC Docket No. 98-170).**

Dear Ms. Dortch:

The U.S. Chamber of Commerce (“Chamber”), the world’s largest business federation representing the interests of more than three million businesses of all sizes, sectors, and regions, as well as state and local chambers and industry associations, and dedicated to promoting, protecting, and defending America’s free enterprise system, respectfully submits these comments to the Federal Communications Commission (“FCC” or “Commission”) in response to its Public Notice of December 9, 2016, concerning a Petition for Declaratory Ruling seeking to regulate the time limitations for customer redress within wireless customer contracts.<sup>1</sup>

The Petitioner in the above-mentioned proceeding seeks a declaratory ruling that Verizon Wireless is engaging in behavior violating Section 201(b) and Section 415<sup>2</sup> of the Communications Act by requiring in its customer agreement that consumers must dispute charges within a 180-day service period.<sup>3</sup> Verizon’s customer agreement informs consumers in bold distinguishable type about its terms that limit disputes to within 180 days.<sup>4</sup> The customer agreement reads<sup>5</sup>:

If you're a Postpay customer, you can dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. If

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<sup>1</sup> See Public Notice, *In the Matter of Truth-in-Billing Format* (Dec. 9, 2016) available at [http://transition.fcc.gov/Daily\\_Releases/Daily\\_Business/2016/db1209/DOC-342539A1.pdf](http://transition.fcc.gov/Daily_Releases/Daily_Business/2016/db1209/DOC-342539A1.pdf).

<sup>2</sup> 47 U.S.C. §§ 201(b), 415

<sup>3</sup> See Petition for Declaratory Ruling (Sept. 26, 2016) available at <https://ecfsapi.fcc.gov/file/10926116778918/Petition%20for%20Declaratory%20Ruling%20-%20VZW.pdf>.

<sup>4</sup> See Verizon Wireless Customer Agreement (last visited Jan. 5, 2017) available at <https://www.verizonwireless.com/legal/notices/customer-agreement/>.

<sup>5</sup> *Id.*

you're a Prepaid customer, you can dispute a charge within 180 days of the date the disputed charge was incurred. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR SEND US A COMPLETED NOTICE OF DISPUTE FORM (AVAILABLE AT VERIZONWIRELESS.COM), WITHIN THE 180-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.**

The Petitioner claims that Section 215(b) of the Communications Act should legally bar the customer agreement at issue because the statute makes unlawful unfair and unjust practices by carriers for communications services.<sup>6</sup> The Petitioner alleges that Section 415 of the Communications Act sets a two-year statute of limitations for actions regarding erroneous consumer charges and should be the standard in determining an unjust and unreasonable practice by wireless carriers.<sup>7</sup>

The Chamber asserts that consumers should be given fair redress mechanisms for disputes arising with companies with whom they do business. Fair treatment encourages trust and growth in commerce. However, federal regulators should avoid overzealously intervening in the market, particularly action that relates to the terms of a contract. In fact, numerous federal courts have followed this principle by upholding contracts that *unambiguously* shorten the timeframe for when a lawsuit may be brought beyond what is provided in a statute of limitations.<sup>8</sup>

Given the weight that courts give contractual provisions limiting the period in which a party may file suit, the Commission should refrain from unnecessarily intervening in contracts made between companies and their consumers. Overregulating wireless carrier contractual relationships would adversely affect many other businesses in the telecommunications sector and could set a negative precedent for other industries.

Thank you for the opportunity to participate in this proceeding. If you have any follow up questions, I may be reached at (202) 463-5457 or by e-mail at [wkovacs@uschamber.com](mailto:wkovacs@uschamber.com).

Sincerely,



William L. Kovacs

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<sup>6</sup> See n. 2 *supra* at 4.

<sup>7</sup> *Id.*

<sup>8</sup> See, e.g., *Maxess, Inc. v. Lucent Techs., Inc.*, 433 F.3d 1337, 1343 (11th Cir. 2005); *Masco Cabinetry Middlefield LLC v. Cefla North America, Inc.*, No. 1:11-cv-2197 (N.D. Ohio Mar. 31, 2014); *Infinity Energy Res. v. St. Paul Fire & Marine Ins. Co.*, No. 12-2685 (Kan. July 19, 2013).