**BEFORE THE AMERICAN ARBITRATION ASSOCIATION**

 **­**

NAME: CLAIMANT

v.

SUDDENLINK COMMUNICATIONS RESPONDENT

**STATEMENT OF CLAIM**

 Claimant complains against Respondent Suddenlink Communications (“Suddenlink”) and demands arbitration as follows:

1. Claimant entered an agreement with Suddenlink for the provision of internet services.
2. Suddenlink advertised and promised certain levels of internet service speeds to me. Suddenlink has failed to deliver these services as advertised and promised. For example, Suddenlink promised certain download speeds while using their internet services, but has failed to provide those speeds while I have used their services. I have consistently not experienced the advertised and promised speeds at my service address.
3. Suddenlink advertised services that I believed I was purchasing when I entered my agreement with Suddenlink and began to pay Suddenlink. However, I received a different type and lower quality of service than that advertised and promised by Suddenlink. I never received the services that Suddenlink promised me.
4. Suddenlink advertised, and Suddenlink and I agreed on, a specified monthly rate for internet and/or other services. However, Suddenlink has charged far more than that rate in providing internet and/or other services to me. For example, Suddenlink had charged fees and other costs to me that were hidden or generally not disclosed when I entered my agreement for the provision of internet services with Suddenlink.
5. Suddenlink has failed to timely repair outages and/or failed to do so during the window of time in which they promised to.
6. I have paid Suddenlink consistently and as required by our agreement(s).
7. Suddenlink has breached our agreement(s) and/or otherwise failed to provide the speeds and service I purchased.
8. Suddenlink has improperly charged me for fees and costs it did not advertise or disclose to me.
9. Suddenlink improperly induced me to enter an agreement(s) for the provision of internet and/or other services based on false and/or misleading statements.
10. Based on Suddenlink’s actions, I demand a refund of all service fees and all other charges or fees I paid Suddenlink over the last 12 months.

Respectfully submitted,

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 Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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