



1 Attorneys General, conducted an investigation and commenced this action pursuant to  
2 Revised Code of Washington (RCW) 19.86, the Consumer Protection Act (CPA). Defendant  
3 WaveDivision Holdings LLC, by and through its attorneys, agree on a basis for the settlement  
4 of the matters subject to Plaintiff's investigation and to the entry of this Consent Decree without  
5 the need for trial or adjudication of any issue of law or fact.

6 The Court finds no just reason for delay.

7 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as  
8 follows:

## 9 II. PARTIES AND JURISDICTION

10 2.1 Plaintiff is the Attorney General of the State of Washington.

11 2.2 Defendant is WaveDivision Holdings LLC, a limited liability company based in  
12 Bothell, Washington;

13 2.3 This Court has jurisdiction of the subject matter of this action, jurisdiction over  
14 the parties to this action, and venue is proper in this Court pursuant to RCW 4.12.

15 2.4 Jurisdiction is proper because Defendant transacted business within Washington,  
16 including King County, with Washington residents, at all times relevant to the claims at issue.

17 2.5 Entry of this Consent Decree is in the public's and WaveDivision Holdings,  
18 LLC's interest and reflects a negotiated agreement between the parties.

19 2.6 This Consent Decree is entered pursuant to and subject to RCW 19.86 *et seq.*

20 2.7 Defendant, by entering into this Consent Decree, does not admit the allegations  
21 of the Complaint other than those solely as necessary to establish the jurisdiction of this Court.

22 2.8 Plaintiff and Defendant agree this Consent Decree does not constitute evidence or  
23 an admission regarding the existence or non-existence of any issue, fact, or violation of any law  
24 alleged by Plaintiff. Defendant expressly denies any liability or wrongdoing and are entering  
25

1 into this Consent Decree as a settlement of disputed claims and to avoid further inconvenience  
2 and costs of potential litigation.

3 2.9 Defendant recognizes and state this Consent Decree is entered into voluntarily  
4 and that no promises, representations, or threats have been made by the Attorney General's  
5 Office or any member, officer, agent, or representative thereof to induce them to enter into this  
6 Consent Decree, except for the promises and representations provided herein.

7 2.10 Defendant waives any right they may have to appeal from this Consent Decree or  
8 to otherwise contest the validity of this Consent Decree.

9 2.11 Defendant further agrees this Court shall retain jurisdiction of this action and  
10 jurisdiction over Defendant for the purpose of implementing and enforcing the terms and  
11 conditions of this Consent Decree.

### 12 III. DEFINITIONS

13 3.1 "Wave" means WaveDivision Holdings LLC; and any other related entity that  
14 participates in the promotion, offering, marketing, or billing of Wave services to Washington  
15 consumers.

16 3.2 "First Invoice" means the first invoice that the consumer receives after placing  
17 an order with Wave. For new consumers, "First Invoice" means the first invoice that the  
18 consumer receives after signing up for Wave's services. For Wave's current consumers, "First  
19 Invoice" means the first invoice the consumer receives that includes the consumer's new or  
20 changed services.

21 3.3 The "Effective Date" of this Consent Decree shall be the date of signature of the  
22 last signatory to this Consent Decree.

#### IV. INJUNCTIONS

4.1 The injunctive provisions of this Consent Decree shall apply to Wave, and its officers, employees, agents, independent contractors, affiliates, and those acting in concert with Wave, shall comply with the following terms and provisions:

4.2 Wave shall not make any false or misleading statement of material fact, nor shall Wave omit any material fact, in connection with Wave's sale of internet, television, and/or telephone service to a Washington consumer. For purposes of this Consent Decree, the term "service" also refers to any goods or equipment purchased or leased in connection with a service.

4.3 For sales of its services, Wave shall accurately and in a clear and conspicuous manner disclose any and all material terms or conditions of its offers to Washington consumers at the time of sale, including, but not limited to, the following, where applicable:

- A. The monthly base price of the service(s) the consumer purchases;
- B. The amount (either the actual amount or, for fees or surcharges that are based on percentage, or that vary by location, the average amount paid by Wave consumers) of each recurring monthly fee or surcharge (except for those fees and surcharges described in paragraph 4.3(c) of this Consent Decree) charged for the service(s) the consumer purchases, in addition to the monthly base price;
- C. For the Access Recovery Charge, the Federal Universal Service Fund, the Property Tax Recovery Fee, and the Federal Regulatory Recovery Fee when applicable, Wave shall disclose the total amount of these fees and surcharges (as an actual amount or, for fees or surcharges that are based on percentage, or that vary by location, the average amount paid by Wave customers) that will appear on the customer's First Invoice. Wave may

1 refer the customer to his or her First Invoice for an itemization of each of  
2 these applicable fees and surcharges;

3 D. The amount of each one-time fee, or fee charged only on the customer's  
4 First Invoice, for the purchased service(s), including, but not limited to,  
5 activation and installation fees and equipment purchases;

6 E. The total amount of the First Invoice (using the actual amount in  
7 paragraph 4.3(a) and the actual or estimated amounts in paragraphs 4.3(b)  
8 through 4.3(d) of this Consent Decree);

9 F. The total monthly cost of the service(s) starting in the month of service  
10 after the First Invoice (using the actual amount in paragraph 4.3(a) and  
11 the actual or estimated amounts in paragraphs 4.3(b) through 4.3(c) of this  
12 Consent Decree);

13 G. Estimated taxes, or if not included that quoted pricing does not include  
14 taxes;

15 H. The time period for which the quoted prices apply;

16 I. Any steps the consumer must take to receive the quoted price(s) and/or  
17 any discount(s);

18 J. Any applicable early cancellation fee(s); and

19 K. If applicable, that the consumer will be charged for failing to return any  
20 leased or rented equipment, and the amount of the charge(s).

21 4.4 Within three business days after the sale, Wave shall send the customer an Order  
22 Confirmation via regular mail, email, or other acceptable electronic communication that sets  
23 forth the pricing and material terms and conditions applicable to the customer's service order,  
24 including the elements set forth in subparagraphs 4.3(a)-4.3(k), above. The communication shall  
25 contain the words "Order Confirmation" in the title, subject line, or at the beginning of the

1 communication. For written disclosures sent by regular mail the phrase “Order Confirmation”  
2 shall be prominently displayed on the envelope. The requirements in paragraphs 4.3 - 4.4 shall  
3 take effect within one hundred eighty (180) days of entry of this Consent Decree. If a customer  
4 makes changes to his/her service order between the date of the customer’s service order and the  
5 service effective date, these changes will be reflected on the customer’s First Invoice.

6 4.5 If Wave advertises an available price and charges any related fees or surcharges  
7 in addition to the advertised price, the existence of those fees or surcharges must be disclosed in  
8 the main text of the advertisement (e.g., “additional fees and surcharges apply” or “excludes fee  
9 and surcharges”). In addition, for Wave fees or surcharges that are mandatory, but are not passed  
10 on to third parties (e.g., taxes paid to government entities), not specifically authorized by law or  
11 regulation (e.g., the Access Recovery Charge, as expressly authorized by the Federal  
12 Communications Commission at the time of this Order), or not for additional services or goods  
13 (e.g., a modem rental fee), additional disclosure requirements apply (collectively, “Specifically  
14 Disclosed Fees and Surcharges”). For any Specifically Disclosed Fees and Surcharges in print  
15 or internet advertisements, Wave shall specifically identify the fee or surcharge by name and  
16 disclose the amount or average amount of the fee or surcharge. The font size of the Specifically  
17 Disclosed Fees and Surcharges will be no smaller than the smallest font in the main text of the  
18 advertisement.

19 A. For internet advertisements, the Specifically Disclosed Fees and  
20 Surcharges shall be placed at the beginning of the verbiage in the  
21 advertisement offer’s details. The advertisement offer’s details must be  
22 on the same page as the advertisement’s main text or must be available by  
23 a hyperlink or “hover over” feature labeled “Additional Taxes and Fees  
24 Apply. See Offer Details” or containing a substantively similar label (the  
25 “Offer Details” hyperlink). The Offer Details hyperlink must be included

1 in the advertisement's main text and the font size of the Offer Details  
2 hyperlink will be no smaller than the smallest font in the rest of the  
3 advertisement's main text. These obligations do not apply to banner  
4 advertisements, side bar advertisements, social media posts or internet  
5 search copy that require consumers to visit another website to order Wave  
6 services, so long as the advertisements, posts or search copy lead  
7 consumers to a webpage that contains the disclosures previously  
8 described in this paragraph.

9 B. For print advertisements, the Specifically Disclosed Fees and Surcharges  
10 shall be placed on the same page of the advertisement as the  
11 corresponding price.

12 C. Video and audio advertisements shall state that additional fees or  
13 surcharges will apply and, with respect to Specifically Disclosed Fees and  
14 Surcharges, shall specifically identify the fee or surcharge by name and  
15 disclose the amount or average amount of the fee or surcharge.

16 D. Wave will continue to maintain a publicly available website that describes  
17 common fees, surcharges, and taxes. Wave currently maintains the  
18 following such website with these descriptions:  
19 <https://residential.wavebroadband.com/understanding-taxes/>.

20 4.6 Other than taxes (if taxes are not quoted), Wave shall not charge any Washington  
21 consumer any amount greater than the amount Wave disclosed to the consumer in accordance  
22 with paragraph 4.3 of this Consent Decree for its service(s), for the time period disclosed in  
23 accordance with paragraph 4.3 of this Consent Decree, unless the consumer orders additional  
24 service(s) or if the consumer stops meeting restrictions or conditions that were disclosed in  
25 accordance with paragraph 4.3 of this Consent Decree at the time of sale. Wave shall not

1 dishonor any offer by claiming that a condition or restriction on the consumer's ability to receive  
2 the quoted price renders the offer void, if that restriction or condition was not disclosed in  
3 accordance with paragraph 4.3 of this Consent Decree.

4 4.7 Wave shall accurately describe its fees and surcharges. It shall not claim or imply  
5 that any taxes, fees, or surcharges that are not directly passed on to government entities are  
6 mandatory or that Wave must charge them.

7 4.8 Wave shall not be deemed to have violated any of the terms of this Consent  
8 Decree if: (i) Wave has implemented reasonable and appropriate policies and procedures to  
9 ensure compliance with this Consent Decree; (ii) the alleged violation is the result of an isolated  
10 or inadvertent error related to technical or coding issues, or systems glitches; (iii) Wave has  
11 reasonable safeguards in place to monitor for, discover and prevent these types of occurrences  
12 from happening; and (iv) Wave takes appropriate steps to investigate and remedy errors or  
13 glitches identified by Wave or otherwise brought to its attention. Such remedy shall address any  
14 adverse or negative customer impact(s) in a way that is consistent with the terms of this Consent  
15 Decree, including but not limited to providing all credits or refunds that are due to customers as  
16 a result of any technical or coding issues, or systems glitches. For a period of 180 days following  
17 entry of this Consent Decree, Wave shall be deemed to be in compliance with subparagraph (i)  
18 of this paragraph 4.8 if Wave is in the process of implementing reasonable and appropriate  
19 policies and procedures to ensure compliance with this Consent Decree.

20 4.9 This Consent Decree shall apply to Wave's initial sale of service to a consumer  
21 and shall apply to any subsequent sale or material change made to the consumer's service. This  
22 Consent Decree applies only to residential and small business customers (that is, businesses with  
23 5 employees or less that are billed less than \$500.00 per month in recurring charges). This  
24 Consent Decree applies to Wave's sale of internet, television, and telephone service (other than  
25 standalone sales of basic home phone service). Except as otherwise specifically stated herein,



1 all provisions of this Consent Decree take effect immediately upon entry of this Consent Decree  
2 and shall remain in effect for ten (10) years.

3 4.10 Wave shall provide a copy of this Consent Decree within thirty (30) days of entry  
4 of this Consent Decree to all members of its board of directors and all members of its leadership  
5 team. Wave shall also provide notice of this Consent Decree to all of its officers, employees,  
6 agents, independent contractors, affiliates, and those acting in concert with Wave who are  
7 reasonably expected to be involved in the implementation or compliance with the requirements  
8 set forth in this Consent Decree.

9 4.11 Wave shall fulfill the terms of this Consent Decree, and any of its parents,  
10 subsidiaries, successors, officers, employees, agents, independent contractors, affiliates, and  
11 those acting in concert with Wave who are reasonably expected to be involved in the  
12 implementation or compliance with the requirements of this Consent Decree shall be bound by  
13 this Consent Decree so as to accomplish the full relief contemplated by this Consent Decree.  
14 Wave shall not effect any change in its form of doing business, organizational identity,  
15 organizational structure, affiliations, ownership, or management composition as a method or  
16 means of attempting to avoid the requirements of this Consent Decree

## 17 **V. MONETARY PAYMENT**

18 5.1 No later than thirty (30) business days after the Court enters this Consent Decree,  
19 Defendant shall pay a total of \$300,000 to the Attorney General's Office for recovery of its costs  
20 and attorneys' fees incurred in investigating this matter, future monitoring and enforcement of  
21 this Consent Decree, future enforcement of RCW 19.86, or for any lawful purpose in the  
22 discharge of the Attorney General's duties at the sole discretion of the Attorney General. No part  
23 of any payment shall be designated as a civil penalty, fine, and/or forfeiture.

24 5.2 The payment referenced in paragraph 5.1 shall be made by wire transfer to the  
25 Washington State Attorney General's Office in accordance with wire transfer instructions

1 provided by the Attorney General's Office to the Defendant. Defendant's failure to timely make  
2 such payment shall be a material breach of this Consent Decree.

3 5.3 No later than one hundred twenty (120) business days after the Court enters this  
4 Consent Decree, Defendant shall pay a total of \$900,000 to its current customers who subscribed  
5 to Wave's television or internet services online. Wave shall make the payment via pro rata direct  
6 bill credits to each current consumer who purchased Wave's television or internet services  
7 online. As of January 1, 2020, the parties estimate these consumers will each receive  
8 approximately \$38.57.

9 5.4 Wave shall notify customers who are receiving a bill credit via a clear and  
10 conspicuous disclosure on their bill. The disclosure shall contain the following language:

11 Following an investigation by the Washington State Attorney General and the  
12 entry of a court order by the parties, Wave must provide credits to certain  
13 customers who purchased services online. A credit in the amount of \$\_\_\_\_ will  
14 be applied to your account and reflected on the next billing statement. Visit  
15 <https://www.atg.wa.gov/pressrelease.aspx> for more information.

## 16 VI. RELEASE

17 6.1 Upon payment of the amount due under paragraph 5.1 of this Consent Decree,  
18 the Plaintiff releases and discharges Defendant and Defendant's current and former officers,  
19 directors, agents, employees, representatives, owners, parents, subsidiaries, affiliates, successors  
20 and assigns, jointly and severally, from all civil claims, causes of action, or proceedings,  
21 including but not limited to civil claims, causes of action or proceedings that the Attorney  
22 General has or could have brought under the Consumer Protection Act, RCW 19.86, and all  
23 injunctions, restitution, damages, penalties, fines, forfeitures, payments, attorneys' fees or costs  
24 of any kind that the Attorney General has or could have sought, arising out of Wave's conduct  
25 related to, and the Attorney General's investigation of: whether Wave adequately disclosed fees

1 and surcharges when advertising and selling its goods and services; whether Wave changed the  
2 amounts of prices, fees or surcharges without adequate notice to or consent by customers;  
3 whether Wave accurately described the fees and surcharges it charged customers; and all other  
4 claims and allegations alleged or arising out of or related to the allegations alleged in the  
5 Complaint up to and through the Effective Date of this Consent Decree. Nothing contained in  
6 this paragraph shall be construed to limit the ability of the Attorney General to enforce the  
7 obligations that Wave has under this Consent Decree. Further, nothing in this Consent Decree  
8 shall be construed to create, waive, or limit any action brought by any state agency other than  
9 the Attorney General's Office.

10 6.2 Unless otherwise noted, nothing herein shall be construed as a waiver of any  
11 private rights, causes of action, or remedies of any person against Wave with respect to the acts  
12 and practices covered by this Consent Decree. Plaintiff is not aware of any claims or causes of  
13 action against Wave contemplated by any governmental entity and believes that this Consent  
14 Decree is in the public's interest. Nothing herein shall be construed as a waiver of any defense  
15 by Wave against any claim or cause of action that could be brought with respect to the acts and  
16 practices covered by this Consent Decree. This Consent Decree also does not create any private  
17 right, cause of action or remedy for any third party with respect to the acts and practices covered  
18 herein.

## 19 **VII. ENFORCEMENT**

20 7.1 Any violation of any injunction contained in this Consent Decree, as determined  
21 by the Court, shall constitute a violation of an injunction for which civil penalties may be sought  
22 by the Attorney General pursuant to RCW 19.86.110 and/or such other remedies as may be  
23 provided by law.  
24  
25

1 **VIII. COMPLIANCE REPORTING**

2 8.1 On the first and third anniversaries of the entry of this Consent Decree, Wave  
3 must submit compliance reports, sworn under penalty of perjury by an individual or individuals  
4 with authority to bind the Defendant, regarding its compliance with the provisions of this  
5 Consent Decree during the period covered by each report. The compliance reports must:

- 6 A. Identify the primary postal and email address and telephone number, as  
7 designated points of contact, which the Attorney General may use to  
8 communicate with Wave in connection with this Consent Decree;
- 9 B. Identify all of Wave’s business entities that offer goods and services to  
10 Washington consumers by their names, telephone numbers, and physical,  
11 postal, email, and internet addresses;
- 12 C. Describe the activities of each such business entity, including the goods  
13 and services offered and the means of advertising, marketing, and sales;
- 14 D. State whether Wave is in compliance with paragraphs 4.3-\_\_ of this  
15 Consent Decree;
- 16 E. Describe the policies, procedures, and controls Wave has instituted that  
17 are designed to ensure that Wave’s advertising and sale of goods and  
18 services do not make any false or misleading statement of material fact or  
19 omit any material fact, including establishment and maintenance of a team  
20 or business group that reviews all of Wave’s advertisements to consumers  
21 prior to dissemination and seeks to ensure that such advertisements do not  
22 make any false or misleading statement of material fact or omit any  
23 material fact;
- 24 F. Describe the policies, procedures, and controls Wave has established that  
25 are designed to ensure that customer service representatives do not make

1 any false or misleading statements to consumers about the price of Wave’s  
2 goods or services, including:

- 3 i. Trainings provided to customer service representatives and their  
4 supervisors; and  
5 ii. The quality assurance measures used by Wave to monitor the  
6 performance of customer service representatives.

7  
8 **IX. RECORDKEEPING**

9 9.1 Wave must create or retain certain records in the course of its business after entry  
10 of this Consent Decree and retain such records for four years from the date of creation, as listed  
11 in paragraph 9.2 below.

12 9.2 Wave must create and retain the following records in connection with the  
13 advertisement and sale of their goods and services to Washington consumers:

- 14 A. All written records of consumer complaints, whether received directly  
15 from a consumer or indirectly from government agencies or the Better  
16 Business Bureau, that are addressed by Wave’s Consumer Advocacy  
17 Group (“CAG”), or any group or department with a similar role to the  
18 CAG established after the entry of this Consent Decree, related to billing  
19 discrepancies or alleged misrepresentation of prices, which shall include,  
20 but not be limited to, available consumer contact information, date of  
21 complaint, source of complaint, category of complaint, and the outcome  
22 of the complaint;  
23 B. All records necessary to demonstrate full compliance with each provision  
24 of this Consent Decree, including all submissions to the State; and  
25

1 C. A copy of each unique advertisement or other marketing material created,  
2 produced or approved by Wave that was disseminated to Washington  
3 consumers.

4 **X. ADDITIONAL PROVISIONS**

5 10.1 This Consent Decree is entered pursuant to RCW 19.86.080. Jurisdiction is  
6 retained for the purpose of enabling any party to this Consent Decree with or without the prior  
7 consent of the other party to apply to the Court at any time for enforcement of or compliance  
8 with this Consent Decree, to punish violations thereof, or to modify or clarify this Consent  
9 Decree.

10 10.2 Under no circumstances shall this Consent Decree, or the name of the State of  
11 Washington, this Court, the Office of the Attorney General, the Consumer Protection Division,  
12 or any of their employees or representatives (collectively the “Washington persons”) be used by  
13 Wave or any of its respective owners, members, directors, successors, assigns, transferees,  
14 officers, agents, servants, employees, representatives, and all other persons or entities in active  
15 concert or participation with Wave, in connection with any selling, advertising, or promotion of  
16 products or services, or as an endorsement or approval of Wave’s acts, practices, or conduct of  
17 business, that are subject to this Consent Decree.

18 10.3 Nothing in this Consent Decree shall grant any third-party beneficiary or other  
19 rights to any person who is not a party to this Consent Decree.

20 10.4 Nothing in this Consent Decree shall be construed to limit or bar any other  
21 governmental entity or person from pursuing other available remedies against Defendant or any  
22 other person nor shall it be construed to limit any of Defendant’s defenses against any claims for  
23 any remedy.

24 10.5 Nothing in this Consent Decree shall be construed as relieving Defendant of the  
25 obligation to comply with all state and federal laws, regulations, and rules, nor shall any of the

1 provisions of this Consent Decree be deemed to be permission to engage in any acts or practices  
2 prohibited by such laws, regulations, and rules.

3 10.6 This Consent Decree in no way limits the Plaintiff from conducting any lawful  
4 non-public investigation to monitor Defendant's compliance with this Consent Decree or to  
5 investigate other alleged violations of the CPA, which may include but, is not limited to,  
6 interviewing customers or former employees of Defendant.

7 10.7 This Consent Decree shall be binding upon and inure to the benefit of Defendant's  
8 successors and assigns. For 10 years after entry of this Consent Decree, Defendant and its  
9 successors and assigns shall notify the Plaintiff within five (5) business days after any change in  
10 control of Defendant that would change the identity of the corporate entity responsible for this  
11 Consent Decree; including, but not limited to, dissolution, assignment, sale, merger, or other  
12 action that results in the emergence of a successor corporation; the creation or dissolution of a  
13 subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the filing  
14 of a bankruptcy petition; or a change in the corporate name or address.

15 10.8 If any portion of this Consent Decree is held invalid by operation of law, the  
16 remaining terms of this Consent Decree shall not be affected and shall remain in full force and  
17 effect.

18 10.9 Any notice or other communication required or permitted under this Consent  
19 Decree shall be in writing and delivered to the following persons or any person subsequently  
20 designated by the parties:

21  
22 For the Plaintiff:

23 Office of the Attorney General  
24 Consumer Protection Division  
25 Attention: Daniel Davies  
26 Assistant Attorneys General  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104-3188

For the Defendant:

Cairncross & Hempelmann  
Attention: Steve VanDerhoef  
524 Second Avenue, Suite 500  
Seattle, WA 98104-2323

1 10.10 The Clerk of the Court is ordered to immediately enter the foregoing Consent  
2 Decree.

3 DONE IN OPEN COURT this \_\_\_\_ day of \_\_\_\_\_, 2021.  
4  
5

6  
7 JUDGE/COURT COMMISSIONER

8 Presented by:

9 ROBERT W. FERGUSON  
10 Attorney General

Notice of Presentment Waived and  
Approved as to Form by:  
CAIRNCROSS & HEMPELMANN, P.S.

11 /s/ Daniel Davies

DANIEL DAVIES, WSBA #41793  
SEANN C. COLGAN, WSBA #38769  
Assistant Attorneys General  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 442-4482  
Attorneys for Plaintiff State of Washington

12 /s/ Stephen VanDerhoef

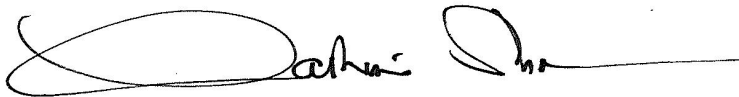
STEPHEN VANDERHOEF, WSBA # 20088  
Cairncross & Hempelmann PS  
524 Second Avenue. #500  
Seattle, WA 98104  
(206) 587-0700  
Attorneys for Defendant



King County Superior Court  
Judicial Electronic Signature Page

Case Number: 21-2-03139-7  
Case Title: State of Washington vs Wave Division Holdings  
Document Title: Order

Signed By: Catherine Shaffer  
Date: March 09, 2021



---

Judge: Catherine Shaffer

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 6C3F24F47D6286C9671F11264F89DF640F7A466A  
Certificate effective date: 7/16/2018 1:49:24 PM  
Certificate expiry date: 7/16/2023 1:49:24 PM  
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Catherine Shaffer:  
CnkDyYr95BGVZstmHl1GsA=="



1 **II. JURISDICTION AND VENUE**

2 2.1 Plaintiff files this Complaint and institutes these proceedings pursuant to the  
3 Consumer Protection Act (“CPA”), RCW 19.86. The Attorney General has statutory authority  
4 to commence this action pursuant to RCW 19.86.080 and RCW 19.86.140.

5 2.2 This Court has personal jurisdiction over Wave pursuant to RCW 4.28.180, RCW  
6 4.28.185, and RCW 19.86.160 because Wave has engaged in the conduct set forth in this  
7 Complaint in King County and elsewhere in the State of Washington.

8 2.3 Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025, and  
9 Court Rule 82 because Wave transacts business in King County and engaged in the conduct set  
10 forth in this Complaint in King County and elsewhere in the State of Washington.

11 **III. FACTS**

12 3.1 Between 2011 and the present, Wave has provided cable or internet services to  
13 over 100,000 Washington consumers.

14 3.2 Wave has charged Washington video customers a monthly Local TV Fee and  
15 Regulatory Recovery Fee since at least 2011.

16 3.3 The Local TV Fee is a pass-through fee reflecting charges assessed to Wave by  
17 the owners of local broadcast or local “network-affiliated” television stations.

18 3.4 The Regulatory Recovery is a fee that covers Wave’s costs relating to maintaining  
19 contracts with Washington cable franchises, but it is not a pass-through of any fee assessed by a  
20 franchise.

21 3.5 The Local TV Fee and Regulatory Recovery Fee are not associated with any taxes  
22 or fees assessed by a government entity.

23 3.6 In addition to the Local TV Fee and Regulatory Recovery Fee, Wave charged  
24 consumers additional taxes and fees, imposed on Wave by government entities.  
25  
26



