

American Arbitration Association

Case # 01-14-0002-1931

Connie Mehlbauer

V

Time Warner Cable

Award

This matter came on for a Hearing on the pleading and documents submitted by the parties and counsel and the Arbitrator having been duly sworn and having considered the pleading, evidence, briefs and arguments of counsel finds as follows:

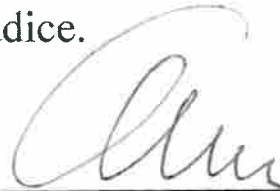
The Respondent, Time Warner, sent the Claimant a \$300.00 gift card only after she obtained counsel to assist her. This made the Claimant whole on that part of the claim for \$300.00.

The Claimant's counsel is entitled to a fee for that portion of his services and efforts the amount of which will be addressed later.

The Respondent's Counter Claim is dismissed with prejudice as it did not offer any evidence in support of it. Paragraph 6 of John Melveney's affidavit states: "Timely payment of the monthly balance due is necessary in order for Ms. Melhbauer to maintain her Time Warner Cable account in *good standing* during the ninety day promotion." Exhibit A tendered with the Affidavit of John Melveney (**RETENTION - \$150.00 & \$300.00 Gift Card offer**) states that the "Customer must remain active, in good standing and must maintain all services for a minimum of 90 days." It does not state that paying the full monthly bill on time is required to "remain active and in good standing."

The Claimant's counsel was forced to defend the Counter Claim which is not supported by any evidence. Argument of counsel is not evidence. Claimant's counsel, A. Blake Thomas, Consumer Fraud Legal Services LLC is awarded an attorney's fee and judgment against the Respondent, Time Warner Cable in the sum of \$4,500.00 and the Claimant, Connie Mehlbauer is awarded her filing fee and judgment against Time Warner Cable in the sum of \$200.00.

This Award is in full settlement of all claims submitted to this arbitration. All other matters are dismissed with prejudice.



September 2, 2015

Allan Weiss, Arbitrator