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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Check Virginia's required form and notice period before sending.
- Pre-suit notice requirements (form, content, notice period, delivery method) and the cure window and cure offer contents are marked [VERIFY] in the letter. Also confirm whether a class claim is available under any consumer statute you plan to invoke. The Virginia Consumer Protection Act is named generally, with no section cited, and is marked [VERIFY].
- The registered agent address, delivery method, letter date, firm address, phone and email are placeholders. The firm notes say the agent address is still needed.
- The client's account number is not in the sources (statements show only the last four digits). It is left as a placeholder per the privacy rule.
- Demand amount, relief, response deadline and class definition are left blank for the attorney.
- Total network access fee is "as read" from the statement summary ($61.92). Our addition of the eight monthly fees gives the same figure. Please check against the original statements.
- Section 7.3 of the Residential Service Terms mentions a "network access fee." The client says she never opened the link or saw the terms during checkout. The sources do not say who captured the terms excerpt "as posted on August 19, 2025." Confirm the source, and decide how to handle the disclosure argument.
- The monthly statements file is a summary, not images of the bills. Confirm the layout facts (fee in "Other charges," same font size as taxes, no explanation) against the actual statements.
- The online complaints are anonymous or initials only and unverified. The client's neighbor is unnamed. Confirm how much to rely on either.
- The sources do not say whether the $5.00 courtesy credit was ever applied. The statements show no credit. The client cancelled autopay on April 30, 2026 and still has service, so charges after the April 25, 2026 statement are not covered.

Pemberton Nakamura LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Clearwave Home Broadband LLC
Attn: Registered Agent
[ADD: address or registered agent for notice] [VERIFY]
[ADD: city, state ZIP]

Re: Pre-Suit Notice on Behalf of Denise R. Holloway and All Others Similarly Situated; Clearwave "Network Access Fee"; Account No. [ADD: account number]; Order No. CW-0819-55271 [advertisement_and_order_page.pdf p.1]

Dear Sir or Madam:

Introduction

This firm represents Denise R. Holloway, individually and on behalf of all others similarly situated. This letter is notice before suit concerning the monthly "network access fee" that Clearwave Home Broadband LLC ("Clearwave") charges its residential customers.

Required notice

This letter is sent as the notice that may be required before a consumer claim is brought, including any claim under the Virginia Consumer Protection Act [VERIFY]. [VERIFY: Virginia rule on pre-suit notice before a consumer class claim: required form, content, notice period and delivery method]

We invite Clearwave to correct the practice described below and to make our client and those similarly situated whole. [VERIFY: Virginia rule on the cure window and what a cure offer must include]

The practice

Clearwave mailed our client an advertisement postmarked August 11, 2025. Its headline reads: "Fiber-Fast 500. $49.99 a month. Price locked through 2027." The body states: "No hidden fees. No equipment charges. What you see is what you pay." The only qualification in the small print is: "Taxes extra. Offer for new residential customers in eligible areas." [advertisement_and_order_page.pdf p.1]

On August 19, 2025, our client ordered through Clearwave's website. The order page listed the Fiber-Fast 500 plan at a "Monthly price" of $49.99, "Equipment: Included," "Installation: $0.00 (online offer)," and an "Estimated first bill: $49.99 plus taxes." [advertisement_and_order_page.pdf p.1] Clearwave's confirmation email of the same date (Order No. CW-0819-55271) stated that the plan "is $49.99 per month, price locked through December 31, 2027." [advertisement_and_order_page.pdf p.1] The mailer, the order page and the confirmation email do not name a network access fee. [advertisement_and_order_page.pdf p.1]

The order page offered only a checkbox reading "I agree to the Residential Service Terms," with a link. Our client did not open that link and was not shown the terms on any screen during checkout. [monthly_statements.pdf p.1] Section 7.3 of the terms, as posted on August 19, 2025, states that Clearwave "may assess a network access fee to recover costs of maintaining and upgrading its network" and that the fee "is not part of the advertised plan price and may change." [advertisement_and_order_page.pdf p.1]

Service began September 2, 2025. [monthly_statements.pdf p.1] Every statement since has included a network access fee. It appears in the "Other charges" section, below the plan price, in the same font size as the taxes, and the statement does not explain it. The "Plan summary" box at the top of each statement reads "Fiber-Fast 500, $49.99/mo, price locked." [monthly_statements.pdf p.1] The fee was $6.99 per month on the first four statements. A January 2026 bill insert announced: "Starting this month, the network access fee will be $8.49 to support continued investment in our network." [monthly_statements.pdf p.1]

On February 27, 2026, our client contacted Clearwave support, noted that the advertisement promised "no hidden fees" and $49.99 a month, and asked that the fee be removed and refunded. The agent responded that the fee "applies to all residential internet accounts," that he was "not able to remove the fee, since it's charged to every customer," and offered a one-time $5.00 courtesy credit. [customer_service_chat.pdf p.1] Our client declined that offer and asked for escalation (Reference ESC-226841). On March 9, 2026, Clearwave Customer Relations replied that the fee "was billed correctly under the Residential Service Terms" and that "[n]o further credit is available." [customer_service_chat.pdf p.1]

Our client's purchase and harm

Our client paid a network access fee on each of the eight statements below, by autopay from her checking account. [monthly_statements.pdf p.1]

Item	Date	Amount	Source
Network access fee	09/25/2025	$6.99	[monthly_statements.pdf p.1]
Network access fee	10/25/2025	$6.99	[monthly_statements.pdf p.1]
Network access fee	11/25/2025	$6.99	[monthly_statements.pdf p.1]
Network access fee	12/25/2025	$6.99	[monthly_statements.pdf p.1]
Network access fee	01/25/2026	$8.49	[monthly_statements.pdf p.1]
Network access fee	02/25/2026	$8.49	[monthly_statements.pdf p.1]
Network access fee	03/25/2026	$8.49	[monthly_statements.pdf p.1]
Network access fee	04/25/2026	$8.49	[monthly_statements.pdf p.1]

Total (as read from the bills): $61.92 [monthly_statements.pdf p.1]

Our client cancelled autopay on April 30, 2026 and still has service. [customer_service_chat.pdf p.1] Charges after the April 25, 2026 statement are not included above, and our client reserves

her claim for them.

The proposed class

Our client seeks to represent a class of Clearwave customers who were charged the network access fee. The proposed class definition is: [ADD: proposed class definition]. Clearwave's own support agent stated that the fee applies to all residential internet accounts and is charged to every customer. [customer_service_chat.pdf p.1] Other Clearwave customers have also publicly reported being charged the fee after seeing a $49.99 price. [customer_service_chat.pdf p.1]

Demand and cure

On behalf of our client and the proposed class, we demand that Clearwave:

- Stop charging the network access fee, or otherwise correct its advertising, ordering and billing so that the price advertised is the price charged.
- Refund the network access fee to our client and to all other affected customers.
- Provide our client the relief set out here: [ADD: demand amount or relief demanded].

Please respond in writing by [ADD: response deadline].

We also ask that Clearwave preserve all documents and electronically stored information relating to this matter. This includes advertising and mailers, website order pages and checkout flows (and their version histories), the Residential Service Terms in every version, customer billing records, communications about the network access fee, customer complaints and escalations, and records of the fee's adoption and increase.

This letter is not a complete statement of the facts or of our client's claims. Our client and the proposed class reserve all rights and remedies.

Sincerely,

Julian K. Pemberton
Pemberton Nakamura LLP