

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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JUN 21 2010
FCC Mail Room

In the Matter of)
)
The Application of COMCAST)
Corporation, General Electric) MB Docket No. 10-56
Company and NBC Universal)
Inc., For Consent to Assign)
Licenses or Transfer Control of)
Licensees)

PETITION TO DENY COMCAST ACQUISITION OF NBC UNIVERSAL
DUE TO COMCAST'S FAILURE TO SERVE THE PUBLIC INTEREST,
CONVENIENCE AND NECESSITY

(MB Docket No. 10-56)

The following petition to deny ("Petition") is filed in accordance with the FCC's Public Notice DA 10-636, released May 5, 2010, against the Application for the proposed transfer of broadcast licenses to COMCAST CABLE HOLDINGS, LLC and COMCAST CABLE COMMUNICATIONS HOLDINGS ("COMCAST").

Section 309(k) (1) of the Federal Communications Act allows the FCC to grant a license application if:

- (A) the station has served the public interest, convenience and necessity;
- (B) there have been no serious violations by the licensee of this Act or the rules and regulations of the Commission; and
- (C) there have been no other violations by the licensee of this Act or the rules and regulations of the Commission which, taken together, would constitute a pattern of abuse.

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Section 310(d) precludes transfers absent a finding of public interest, and makes sections 308 & 309 applicable to license transfers. However, the inquiry concerning an Applicant's fitness for renewal includes examination into an Applicant's 'character,' as well as financial, technical, and other qualifications of the applicant. See 47 USC § 308(b). Misconduct which violates the Communications Act or a Commission rule or policy is among the factors considered when evaluating a licensee's character.¹

This Petition directs the Commission's attention to COMCAST's conduct in certain specifically enumerated instances (discussed below) and Petitioner's personal, firsthand experience with COMCAST corporate ethics. Overall, the evidence presented in this Petition should demonstrate that COMCAST has breached the trust currently vested in broadband providers by Congress, that COMCAST has violated, among other statutes, the Federal Communications Act as well as other state and federal statutes, and

¹ *Policy Re: Character Qualifications*, 102 FCC 2d at 1109-91; *Contemporary Media Inc vs. FCC*, 214 F.3d 187, 192 (DC Dir 2000), cert.denied 532 US 920 (2001); See *Policy Regarding Character Qualifications in Broadcast Licensing*, 102 F.C.C.2d 1179 (1986) [hereinafter 1986 Character Policy Statement]. The statement announced that the FCC's character analysis would focus on "misconduct which violates the Communications Act or a Commission rule or policy, and ... certain specified non-FCC-misconduct which demonstrate[s] the proclivity of an applicant to deal truthfully with the Commission and to comply with [its] rules and policies." *Id.* at 1190-91. The relevant non-FCC-misconduct was limited to adjudicated cases involving: fraudulent representations to government agencies, criminal false statements or dishonesty, and broadcast-related violations of antitrust laws or other laws concerning competition. See *id.* at 1195-1203. **The FCC noted, however, that "there may be circumstances in which an applicant has engaged in non-broadcast misconduct so egregious as to shock the conscience and evoke almost universal disapprobation." *Id.* at 1205 n. 60. "Such misconduct," the Commission stated, "might, of its own nature, constitute prima facie evidence that the applicant lacks the traits of reliability and/ or truthfulness necessary to be a licensee, and might be a matter of Commission concern even prior to adjudication by another body." *Id.* Other courts have further noted that Petitions to Deny are an integral part of the FCC procedure for determining if the grant of a license to a tentative selectee is in the public interest; by bringing to the FCC's attention pertinent facts and problems these petitions are said to play a role similar to that of briefs and legal memoranda in court cases. [Citations and internal quotations omitted.]**

that, as a result, the transfer in question categorically would not serve the public interest, convenience or necessity.

The Petition illustrates COMCAST's near total lack of corporate ethics in contexts private and public, civil and criminal; COMCAST has exhibited a blatant, reckless and unconscionable disregard vis-à-vis private property rights of the property owner as well as vis-à-vis the virtual immunity from state regulation presently enjoyed by licensee COMCAST. This transfer will only fuel a range of anti-competitive and socially detrimental corporate objectives via licensee COMCAST's proposed merger transaction with NBCU.

Point 1: COMCAST's Utter Failure of Corporate Ethics When Dealing with the Public and State and Local Governmental Entities.

I submit that the progressive erosion of the right to address grievances via the forum of the FCC is a particularly alarming prospect in light of the licensee corporation's capacity for morally questionable and potentially illegal conduct as exhibited by COMCAST's conduct during multiple trespasses upon private property, both my own and that belonging to other Florida residents. (See attached Affidavits).

In my particular case, COMCAST's trespass² resulted in extensive property damage and serious physical injury to my employee. COMCAST then compounded these injuries with a series of actions calculated to at once silence my complaints and disclaim any meaningful responsibility for the personal injuries my company and I sustained, all

² This is not an allegation but an established fact. See Exhibit #1, which sets forth details of an onsite investigation by the Miami police and Exhibit #2 (a pair of letters from COMCAST's attorneys to the contractor who performed the unauthorized installation on their behalf: **COMCAST indisputably admits therein that the cables belonged to COMCAST, that they were placed without permission, and that the faulty installation of the cables resulted in the damage to the roof.**

while employing tactics that would have made Machiavelli blush. Based upon my involvement with COMCAST and its counsel, it is my information and belief that all actions were taken with the full and expressed knowledge and complicity of COMCAST's CEO, Brian Roberts, and executive V.P. David Cohen.

I own a small air conditioning company in Miami, and COMCAST used the roof of our premises as a shortcut to supply service to subscribers in the neighborhood, trespassing upon and damaging extensive portions of my personal and real property while running their cables.³ COMCAST's illegal installation on the roof of my business initially damaged and weakened the roof's structure. The weakened portion of the roof gave way during Hurricane Katrina, resulting in a fall in which one of my employees broke through a weakened section of the second floor damaged by COMCAST's installation and suffered permanent and debilitating bodily injuries, including, among other life-threatening conditions, a fractured spine.

More importantly, COMCAST's deliberate evasive actions to act on their liability for this incident and extensive legal gamesmanship, have literally "broken the back" of an honest family-owned American small business and its workers. COMCAST ultimately could not be forced off my premises by me, as state law and local ordinances (both the City of Miami and Miami Dade County) prevented my cutting the utility cable myself and/or made it a criminal offense to interfere with COMCAST's cables even when they constituted a trespass. According to City of Miami Police report 003910, I was the victim of a felony "criminal mischief" ("Fl Statues --Title XLVI Crime Section 806.13"). thus, I am abandoned in a regulatory and legal vacuum, with absolutely no legal remedy or recourse as the City of Miami, Miami Dade County, the State of Florida and the

Commission each in turn disclaimed any jurisdiction to intercede on my behalf.⁴ My subsequent good-faith efforts to negotiate and cooperate with COMCAST in the resolution of this problem were met with stonewalling, outright deceit, and in the context of an agreement on the *undisputed* amount for the damages, an unreasonable demand by COMCAST that I immediately sign release waivers *before they would even consider removing their cables from my property.*

COMCAST continued their heedless and unusually unethical course of conduct by making a series of misrepresentations regarding their ownership of the telecommunications wires at my property, first disclaiming ownership, then asserting that the damage done to my property was the work of non-affiliated cable pirates. Additional misrepresentations as to their insurance coverage followed. COMCAST then sent out a selected appraiser from a carrier with whom COMCAST had no insurance policy under the presumable pretext that his job was to process a claim. COMCAST's attorneys then proceeded to conduct elaborate ostensible "settlement negotiations", initially delaying the provision of requested insurance information by supplying auto liability policies and insisting they supplied me their insurance policies and ignoring policies of the contractors, notwithstanding their unambiguous discovery obligations under Section 627.4137 of the Florida Statute, which requires that they disclose the name and coverage of each known insurer to claimants within 30 days. COMCAST refused and ignored that demand, and, in the end, admitted to vicarious liability both orally and in writing, but nonetheless still

⁴ As to Exhibit #1, at the time of his investigation, the police officer notified me of the criminal liability that I would incur were I to disturb COMCAST's cables placed on my property without my permission. Exhibit #3 is a Letter from Nancy Murphy of the FCC to the state of Florida disclaiming the authority of the FCC in this matter. #4 is an e-mail from Richard Otway disclaiming the authority of the state of Florida. Furthermore the affidavits from others also show Florida Disclaiming authority.

refused to repair and/or pay for the damages assessed by COMCAST's own chosen appraisers after being supplied with a signed release.

Now COMCAST'S latest method of evading accountability is to allege fault on the part of their contractor yet to whom they refused to supply insurance. 627.4137 of the Florida Statute require within 30 days that they shall disclose the name and coverage of each known insurer to the claimant. Comcast refused and ignored that demand. In the course of this purely tactical conduct, the ethical oblivion of COMCAST's counsel spurred them to defame my personal reputation to local Dade county officials by implying that I was in the midst of insurance fraud⁵ -- even as they resorted to the stratagem of disposing of any and all rights I might have as an owner of private property and as a member of the public. Their unethical and potentially illegal actions, upon information and belief, were taken with the full knowledge of COMCAST officers David Cohen and Brian Roberts. In the course of their representation of COMCAST these same attorneys exhibited a total lack of integrity, truthfulness or reliability and a willful and continuous evasion of liability.

Section 621 (a) (2) [47 U.S.C. 541] of the Communications Act of 1934, as amended by the Telecom Act of 1996 limits the "construction of a cable system over public rights-of-way, and through easements, which is within the area to be served by the cable system and which have been dedicated for compatible uses" by requiring "that in using such easements the cable operator shall ensure—

⁵ See Exhibit #5 is a report from Dade County reflecting that COMCAST's attorney implied to the county that I was committing insurance fraud, an allegation that COMCAST never formalized or retracted in any manner.

(A) that the safety, functioning, and appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities necessary for a cable system;

(B) that the cost of the installation, construction, operation, or removal of such facilities be borne by the cable operator or subscriber, or a combination of both; and

(C) That the owner of the property be justly compensated by the cable operator for any damages caused by the installation, construction, operation, or removal of such facilities by the cable operator.

COMCAST violated this provision of the Act and further displayed a real-world corporate character that may not be said to be highly likely to maintain the public interest as a corporate priority. Pursuant to the more direct wording of the FCC's 1986 Character Policy Statement, COMCAST manifestly "lack[s] the character traits of 'truthfulness' and 'reliability' that [the Commission] found relevant to the qualifications to operate a broadcast station in accordance with the requirements of the Communications Act and of [Commission] rules and policies." Based on its conduct, COMCAST's acquisition of NBCU should be blocked by the Commission, at least until COMCAST's capacity for acting as a law-abiding citizen of the communities it purports to serve can be more closely examined by the Commission.

In other words, by approving the transfer at this juncture the FCC would be indiscriminately expanding the reach of a broadband provider that the Commission already has a demonstrably diminished ability to govern or police. The FCC would, in essence, be partnering with a licensee who is willing to endanger long-established property rights without recompense that are no less than sacred to private citizens. As Jim Harper, Director of Information Policy Studies at the Cato Institute has opined, "Regulatory intervention is the outgrowth of companies doing underhanded and unethical

behavior on a consistent and long term basis. So if we don't want regulation why are there no calls for these companies to act ethically to begin with?⁶

FCC rulemakers have failed to date to exploit the window of time to pass minimal regulation to reasonably supervise and monitor entities resembling the proposed merged entity. In the meantime, private suffering as was caused by the incident described in this Petition is not an isolated incident, as evidenced by the sworn statements of private parties who have experienced other, surprisingly similar instances of inaction by the authorities and failure to curb broadband and telecommunication company limbo of authority over Comcast. (See attached Affidavits)

The experience of each of these citizens reflects that my personal nightmare was far from an isolated occurrence of COMCAST's hubris. The common thread underlying our grievances is the right to redress granted under the First, Fifth and Fourteenth Amendments.⁷ While COMCAST trespassed and refused to vacate, refused to uninstall, rejected insurance umpiring and willfully sat on their hands for four years, refusing even an informal meeting with myself and Miami-Dade Cable Telecommunications whom requested this meeting, the right to redress went by the wayside. Even in the context of a practical admission of fault, subscribers and non-subscribers alike were left with nowhere to turn but an ineffectual and pro-industry civil process. Do we law-abiding owners who

⁶ See Harper, *On the COMCAST Kerfuffle: The Market Meme*, October 23, 2007, available at <http://techliberation.com/2007/10/23/on-the-COMCAST-kerfuffle-the-market-meme/>.

⁷ I remind the commission of rural American Mona Shaw, an elderly patriot with an aging husband suffering from a chronic heart condition who was so frustrated when COMCAST left her without telephone service (in an underserved area without any cellular network) and the loss of her telephone number that she took it upon herself to break a keyboard belonging to COMCAST with own hands and a hammer. Based on the damage to the keyboard, Mona served a jail sentence and was ordered to pay damages to COMCAST.

play by the rules of the game have equal protection under the law? The law amply protects COMCAST's rights. Now who is protecting ours?

Point 2: COMCAST's breach of a public trust and three-prong violation of the law.

Both in public and in court, the FCC has proclaimed a mandate to treat broadcast licenses as a form of public trust. It should not be such a huge leap from the Commission's public stance to infer that this goal should apply to cable licensees, as well. The virtual vacuum created by the FCC's regulatory schema and the state's inability to supervise COMCAST's operations render broadband providers in COMCAST's shoes relatively immune from any kind of accountability to the consumer or to the non-subscribing public. It is therefore not surprising that today's cable lobby's basic proposal for FCC reform implicitly or explicitly involves gutting the agency.

In a June 16, 2006 letter from the Chairman of the Florida Cable Telecommunications Association (FCTA) to the Florida Public Service Commission, the FCTA formally extended support for the Commission's undertaking to address the damage to electrical utilities resulting from recent hurricanes and to enforce the necessary means to minimize future storm damages and customer outages (See June 2006 Agenda Item 3, Docket Nos. 060172-EU and 060173-EU), at the same time the FCTA sent the overall message that it and representatives of other industries would be substantially prejudiced by the proposed rulemaking given a lack of sufficient notice or opportunity to fully participate in the rulemaking process.

Citing to abundant recent caselaw, the FTCA expresses the firm conviction that the FCC has, and does exercise, direct jurisdiction over pole safety issues:

There is abundant precedent for the FCC's jurisdiction over safety issues. The FCC routinely considers allegations that Exhibits will pose safety

problems ... The FCC has also affirmatively considered specific safety requirements in rulemaking proceedings, such as the impact of overlashing by attaching entities and third parties, including the impact on wind and weight load burdens ... Accordingly, the FCC has, and does exercise, jurisdiction over pole safety issues.

COMCAST continues to enjoy the fruits of immunity from state and federal regulation and arguably owes a correspondingly heightened responsibility to citizens not to violate their basic property rights. With none authorized to govern in this area, any attempt to impose the slightest accountability inevitably amounts to finger-pointing.

It is unclear that COMCAST has remotely lived up to this heightened responsibility. Instead, they have abused the trust placed in them by the public. At the very least, the state is in a limbo of authority to enforce such property rights in a criminal matter (See Footnote 5, Exhibit 1). At one time or another, the State of Florida, Dade County and this Commission each disclaimed any authority to address the injuries incurred by me and by my fellow Floridians, begging the question once again, if COMCAST is above the law, how can anyone predict how COMCAST will conduct itself when wielding their newly merged and expanded influence over network airwaves? Should we expect that the silence of the law will be sufficient to preclude COMCAST from someday determining the winners in our political elections and charging us a fee to watch the Super Bowl?

Point 3: COMCAST's Acquisition of NBCU Will Only Enlarge COMCAST's Unsupervised Monopoly Power.

COMCAST continues to exploit the regulatory vacuum created despite the FCC's mandate under the Telecommunication Act and the virtual immunity COMCAST enjoys from state or federal governance under the present statutory framework. Ancillary

jurisdiction (an FCC-created doctrine to permit the agency to regulate services within its subject matter jurisdiction over interstate wire and radio communications)⁸ has essentially been a statutory gap-filler, judicially upheld only on rare occasions.

On April 6, in *COMCAST Corp. v. F.C.C.* — F.3d —, 2010 WL 1286658 (C.A.D.C. 2010), the United States Court of Appeals sitting for the D.C. Circuit overruled an earlier finding by a lower court that this Commission may use its powers under its “ancillary jurisdiction” in order to prohibit COMCAST from discriminating against certain varieties of Internet data and thereby contravening fundamental principles of Net Neutrality.⁹

What remains critically “up for grabs” after *COMCAST v. F.C.C.* is the increasingly inescapable issue of whether or not the FCC is left with sufficient authority to execute the mission so explicitly articulated by its National Broadband Plan (the “Plan”) and supervise corporate licensee conduct of this nature.¹⁰

That COMCAST pointlessly slowed its customers’ IP traffic is not an issue in dispute; the only issue before the D.C. Circuit was whether or not the FCC has the power to act to do anything about COMCAST’s conduct. Testimony given by Mr. David Cohen, a COMCAST corporate officer before the Committee on the Senate Judiciary about blocking struck a stark and curious cognitive dissonance with the undisputed facts of the aforementioned litigation: *“We have a proven track record. We have never blocked our customer’s access to lawful content and repeatedly have committed that we will not block our customers ability to access any lawful content, application, or service*

⁸ (where such regulation is “reasonably ancillary” to its statutory responsibilities under the Act)

⁹ See full text of the April 6, 2010 decision in *COMCAST vs. FCC*, available at <http://pacer.cadc.uscourts.gov/common/opinions/201004/08-1291-1238302.pdf>.

¹⁰ The Plan states over 200 recommendations for bringing high-speed service to underserved communities and promoting socially beneficial goals of the agency via broadband.

available over the internet.” Did Cohen contradict the facts of the FCC litigation in his characterization of COMCAST’S “track record” before the U.S. Senate?¹¹ In the wake of the controversy that ensued, an FCC meeting regarding this problem was ordered and COMCAST may actually have paid to fill seats so that its critics would be denied entry; the hearing was filled up well before the beginning of the hearing, conveniently for COMCAST, leaving the American public out of what should have been an open forum; the FCC was thereafter forced to call a new meeting at the expense of American taxpayers. Did COMCAST serve the public interest, convenience and necessity; and is this a serious violation by the licensee, the blocking of the people’s right to redress their grievances? (1st amendment of United States Constitution)

Given my personal experience with COMCAST’s policies, I believe that granting transfer to an entity like COMCAST would leave the lofty aims of the Plan and the FCC Open Internet proceeding in a regulatory twilight zone inconsistent, if not directly hostile to, its stated mission to increase consumer privacy and public safety while promoting cybersecurity and transparency, accelerating access in underserved, low-income and rural

¹¹ In frustration I dwell on COMCAST’s public statements on the subject of blocking and the possibility that COMCAST lied before the Senate for the purpose of hindering the implementation of unfavorable net neutrality rules. If so, it would beg the question whether COMCAST will be permitted to so deceive the public in such a manner when it comes to other parallel, equally contentious questions, including but not limited to issues such as content censorship and manipulation of the airwaves to unlawfully promote political candidates in the eyes of the viewing customer. On the topic of blocking, dare I state that COMCAST does have a proven track record that cannot be ignored? If COMCAST is to purchase NBC how can the meager competition survive in the face of such a powerful gatekeeper? A reasonable speculation is that the general public will be abandoned to a maze of unenforceable and ill-defined legal rights and a virtual limbo of responsibility to protect the property interests of the ordinary citizen. To require a property owner to permit another to exercise such complete dominion at odds with his possession clearly adds insult to injury. See Michelman, *Property, Utility and Fairness; Comments on the Ethical Foundation of Just Compensation Law*, 80.

U.S. areas, and lowering barriers that preclude the deployment of broadband technology. Approving this transfer would arguably have the opposite effects.

It has been noted that short of Congress delegating new powers to the Commission (or reclassifying all of Internet broadband as governed by a different set of statutory provisions), the agency will be seriously ill-equipped to regulate the likes of COMCAST, much less a merged COMCAST-NBCU entity.¹² Whether as a result of recent trends or the culmination of more remote deregulatory events, the FCC now finds itself with diminished enforcement powers, armed with only limited investigatory authority and the power to make recommendations. While the manager and shareholders of COMCAST may welcome this decision, how are the interests of the public served by a slow-down of their network traffic for the sole purpose of increasing COMCAST's profitability? According to the panel of experts before this month's Senate hearing, what makes federal inertia on the NBCU-COMCAST merger particularly hazardous given

¹² See Klassen, *FCC's Open Internet Defeated: Commission Undergoes Uncomfortable Neutering Procedure*, April 8, 2010, available at <http://www.thetelecomblog.com/2010/04/08/fcc%E2%80%99s-open-internet-defeated-commission-undergoes-uncomfortable-neutering-procedure/>

potential denial of access to regional programmers¹³, reduction in consumer choice¹⁴, foreclosure of timely FCC rulemaking in the future.¹⁵

In the meantime, with Comcast FCC lawsuit the FCC is forced to be enabled in a neutral stance, one which relies on ad-hoc, voluntary capitulation by the telecommunication industry itself regarding major issues like net neutrality. The “muscling-in” of growing interests like COMCAST should not simply be allowed to continue to prevent the Commission from properly acting and protecting.

In the regulatory vacuum that now exists, it is not at all clear what mechanisms, judicial or otherwise, have or will be effective in preventing COMCAST from acting with impunity in all areas.

Based on the foregoing, I respectfully request that the Federal Communications Commission reject COMCAST’s NBCU license transfer applications based on COMCAST’s lack of truthfulness, honesty, reliability and its documented failure to conduct its operations in keeping with public safety and the property rights of private homeowners. If for any reason it is determined that this filing does not fulfill all

¹³ This merger allows COMCAST to take profits by “stealing eyeballs” and usurp the lion's share of the local video market - up to 60% according to the recent U.S. Senate Hearing on the merger (a deceptively underreported figure compared with COMCAST’s oft-disclosed national market share numbers.) COMCAST no doubt hopes that the public will fail to notice that exclusively referencing national market share figures would amount to obfuscation at worst and, at best, missing the point.

¹⁴ Notwithstanding the merger's touted benefits to consumers as proclaimed by COMCAST before the U.S. Senate (via increased speeds, expanded creative content and new generation platforms), the tempering of synergies between CNBU and COMCAST (in that COMCAST owns no film studios, theme parks or news channels), and the presumably low-to-moderate national market concentrations facilitated by this merger, proponents have omitted the single most compelling argument against media consolidation: the diminishment of consumer choice via predatory levels of leveraged bundling.

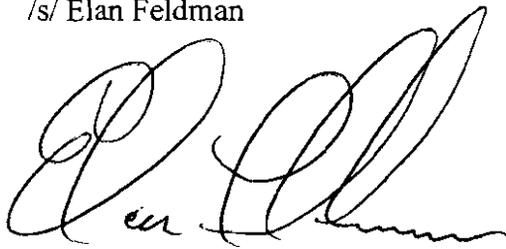
¹⁵ Ideally, the FCC should engage in thoroughly researched, industry-wide practices-based rulemaking in order to lay the groundwork for a usable regulatory framework governing merged entities such as the one proposed before this merger.

requirements for a Petition to Deny it is requested that its substance be considered as if it were comments.

Thank you, in advance, for your attention to this Petition.

I state under penalty of perjury under the laws of the United States that I Elan Feldman have read the foregoing on 6/18/2010 , petition to Deny Comcast Acquisition of NBC Universal and that it is true and correct executed 6/18/2010

/s/ Elan Feldman

A handwritten signature in black ink, appearing to read 'Elan Feldman', written in a cursive style.

License Information: See Exhibit

Legal Name of Applicant: COMCAST

City/State: Multiple Broadcast Locations, COMCAST Headquarters: Philadelphia, PA.

MB Docket Number: 10-56

June 14, 2010

Elan Feldman
1050 NW 21 Street
Miami, Fl 33127
(305) 545 6680
fx(305) 325 1966

ATTACHMENT A – LICENSE INFORMATION

Part 25 – Satellite Communications Licenses

<u>File No.</u>	<u>Licensee/Registrant</u>	<u>Call Sign(s)</u>
Satellite Earth Stations		
SES-ASG-20100201-00147	TGC, Inc.	E050133
SES-ASG-20100201-00148	E! Entertainment Television, Inc.	E080069 E020009
SES-T/C-20100201-00149	The Comcast Network, LLC	E000423 E000360 E090030 E050129 E020281
SES-ASG-20100202-00150	NBC Telemundo License Co.	E020152
E870542		E980370 E980090 E980067 E960289 E940360 E940216 E060346 E873926 E870840 E870839 E870838 E870837 E860946 E860725 E860347 E860231 E090133 E090033 E070259 E070252 E070167 E070133 E070047 E060397 E990553 E060347 E060345 E060344 E060330 E060329

E060328
E060327
E060326
E060325
E060324
E060008
E060006
E050280
E050139
E4288
E040464
E040167
E040097
E020194
E020193
E020062
E020061
E010336
E010105
E000668
E000667
E000226
E000129
E000099
E060193
E873608

SES-T/C-20100201-00151 New England Cable News

E050107
E940292
E970108

SES-T/C-20100201-00152 Station Venture Operations, LP

E890143
E030334
E050232

Part 73 – Radio Broadcast Services Licenses

<u>File No(s).</u>	<u>Licensee</u>	<u>Call Sign</u>
BTCCDT-20100128AAG BTCCDT-20100128AAH BTCCDT-20100128AAI BTCCDT-20100128AAJ BTCCDT-20100128AAK BTCTT-20100128AAL BTCCDT-20100128AAM BTCCDT-20100128AAN BTCCDT-20100128AAO BTCCDT-20100128AAP BTCCDT-20100128AAQ BTCCDT-20100128AAR BTCCDT-20100128AAS BTCCDT-20100128AAT BTCCDT-20100128AAU BTCTT-20100128AAV BTCCDT-20100128AAW BTCCDT-20100128AAX BTCTT-20100128AAZ BTCTT-20100128AAZ BTCTTL-20100128ABA BTCTTA-20100128ABB BTCDTL-20100128ABC BTCTVL-20100128ABD BTCCDT-20100128ABE BTCCDT-20100128ABF BTCCDT-20100128ABG BTCCDT-20100128ABH BTCCDT-20100128ABI BTCTT-20100128ABJ BTCCDT-20100128ABK	NBC Telemundo License Co.	WCAU(TV) WMAQ-TV WNBC(TV) WRC-TV WTVJ(TV) W58BU WVIT(TV) KNBC(TV) KNTV(TV) WNEU(TV) WNJU(TV) WSCV(TV) WSNS-TV KDEN-TV KHRR(TV) K28EY KNSO(TV) KSTS(TV) K15CU K46GF K52FF KEJT-LP KEJT-LP KMAS-LP KTAZ(TV) KTMD(TV) KVDA(TV) KVEA(TV) KWHY-TV K47GD KXTX-TV
BTCCDT-20100128ABL BTCCDT-20100128ABM	Station Venture Operations, LP	KNSD(TV) KXAS-TV
BTCCDT-20100128ABN BTCTTV-20100128ABO BTCTT-20100128ABP BTCTT-20100128ABQ	Telemundo of Puerto Rico	WKAQ-TV W09AT W32AJ W68BU
BTCCDT-20100128ABR	Telemundo Las Vegas License LLC	KBLR(TV)
BALCDT-20100128ABS BALCDT-20100128ABT BALCDT-20100128ABU BALCDT-20100128ABV BALCDT-20100128ABW	NBC Telemundo License Co.	WCAU(TV) WMAQ-TV WNBC(TV) WRC-TV WTVJ(TV)

BALTT-20100128ABX
BALCDT-20100128ABY
BALCDT-20100128ABZ
BALCDT-20100128ACA
BALCDT-20100128ACB
BALCDT-20100128ACC
BALCDT-20100128ACD
BALCDT-20100128ACE
BALCDT-20100128ACF
BALCDT-20100128ACG
BALTT-20100128ACH
BALCDT-20100128ACI
BALCDT-20100128ACJ
BALTT-20100128ACK
BALTT-20100128ACL
BALTT-20100128ACM
BALTTA-20100128ACN
BAPDTL-20100128ACO
BALTVL-20100128ACP
BALCDT-20100128ACQ
BALCDT-20100128ACR
BALCDT-20100128ACS
BALCDT-20100128ACT
BALCDT-20100128ACU
BALTT-20100128ACV
BALCDT-20100128ACW

W58BU
WVIT(TV)
KNBC(TV)
KNTV(TV)
WNEU(TV)
WNJU(TV)
WSCV(TV)
WSNS-TV
KDEN-TV
KHRR(TV)
K28EY
KNSO(TV)
KSTS(TV)
K15CU
K46GF
K52FF
KEJT-LP
KEJT-LP
KMAS-LP
KTAZ(TV)
KTMD(TV)
KVDA(TV)
KVEA(TV)
KWHY-TV
K47GD
KXTX-TV

MIAMI POLICE DEPARTMENT

12BC

050795

1 REPORT SIGNAL		2 INC. DATE		3 LOCATION OF INCIDENT		INCIDENT NUMBER	
29		07/25/05 2:00 PM		NON-1050 NW 26 ST		003910	
4 DATE OF DISPATCH		5 TIME DISPATCH		6 ON SCENE		7 IN SERVICE	
07/25/05		16:18		16:25		4124	
9 OFFICER		10 PIN #		11 OFFICER ASSAULTED			
5503		SGT. DE LA MILERA		YES			
12 TYPE OF OFFENSE/INCIDENT		13 COPY TO		14 CROSS REF. INC. #		15 INV. PIN #	
CRIMINAL HOMICIDE							
18 ATTEMPTED		19 FORCED ENTRY (structure only)		20 NO. OF STRUCTURES ENTERED			
COMMITTED		YES		NO			
21 STATUTE #1		22 STATUTE #2		23 STATUTE #3			
806-1B							
24 LOCATION TYPE		25 TYPE OF OFFENSE		26 TYPE OF OFFENSE		27 TYPE OF OFFENSE	
1 RESIDENCE-SINGLE		20 COMMERCIAL		21 AIRPORT		22 SUBURBAN TERRACE	
2 APARTMENT-CONDO		3 SUPERMARKET		23 CONSTRUCTION SITE		24 OTHER MOBILE	
3 RESIDENCE-OTHER		4 HOTEL/MOTEL		24 OTHER MOBILE		25 OTHER KNOWN	
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10 BANK/FINANCIAL INST.		11 DRUG STORE-HOSPITAL		31 OTHER KNOWN			
11 DRUG STORE-HOSPITAL		12 LIQUOR SALES		32 OTHER KNOWN			
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050725

INCIDENT NUMBER 003910		OFFICER ASSIGNMENT (OFFICER #1, 2, 3)		PIN #
1 INCIDENT TYPE		2 OFFICER ACTIVITY		
<input type="checkbox"/> OFFICER KILLED/RETIRED <input type="checkbox"/> OFFICER KILLED/ACCIDENT OR NEGLIGENCE <input type="checkbox"/> OFFICER ASSAULTED NO INJURY <input type="checkbox"/> OFFICER ASSAULTED MINOR INJURY <input type="checkbox"/> OFFICER ASSAULTED SERIOUS INJURY		<input type="checkbox"/> RESPONDING TO DIST. REQUEST <input type="checkbox"/> BREAKING AND ENTERING IN PROGRESS OR PURSUING 3 AND 5 SUSPECT <input type="checkbox"/> ROBBERY IN PROGRESS OR PURSUING ROBBERY SUSPECT <input type="checkbox"/> ATTEMPTING OTHER ARREST <input type="checkbox"/> CIVIL DISORDER		<input type="checkbox"/> DEFENDANT DIST. HEAR. T. <input type="checkbox"/> HANDLING TRANSPORTING OR CUSTODY OF PRISONERS <input type="checkbox"/> INVESTIGATING SUSPICIOUS PERSONS OR CIRCUMSTANCES <input type="checkbox"/> AMBUSH NO WARNING <input type="checkbox"/> ASSAULT MENTALLY DEFICIENT <input type="checkbox"/> TRAFFIC PURSUIT OR STOP <input type="checkbox"/> OTHER
3 TYPE OF ASSIGNMENT		4 (ANSWER ALL QUESTIONS)		
<input type="checkbox"/> ONE PERSON VEHICLE ALONE <input type="checkbox"/> ONE PERSON VEHICLE ASSISTED <input type="checkbox"/> TWO PERSON VEHICLE <input type="checkbox"/> DETECTIVE OR SPECIAL ASSIGNMENT ALONE <input type="checkbox"/> DETECTIVE OR SPECIAL OTHER ASSISTED		<input type="checkbox"/> DETECTIVE OR SPECIAL ASSIGNMENT ASSISTED <input type="checkbox"/> TRAFFIC MOTORCYCLE OFFICER <input type="checkbox"/> OTHER ALONE <input type="checkbox"/> OTHER ASSISTED		<input type="checkbox"/> WAS OFFICER WEARING BODY ARMOR? <input type="checkbox"/> DID ARMOR PREVENT SERIOUS INJURY OR FATALITY? <input type="checkbox"/> WAS OFFICER AWARE OFFENDER HAD WEAPON? <input type="checkbox"/> DID OFFENDER USE OFFICER'S WEAPON? <input type="checkbox"/> WAS A FIREARM DISCHARGED BY OFFENDER? <input type="checkbox"/> DISTANCE FROM OFFICER IN FEET ESTIMATE <input type="checkbox"/> WAS A FIREARM DISCHARGED BY THE OFFICER?
5 WAS OFFICER INJURED? EXTENT OF INJURIES TO OFFENDER		6 OFFICER EXPERIENCE (IN YEARS)		AGE
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NA <input type="checkbox"/> MINOR <input type="checkbox"/> MODERATE <input type="checkbox"/> SERIOUS <input type="checkbox"/> FATAL		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> JUV		
7 OFFICER ASSAULTED BY OFFENDER/SUSPECT #		8 PROPERTY RECEIPT #		
PROP. CODE		RECEIVED FOR		
<input type="checkbox"/> 1 - STOLEN <input type="checkbox"/> 2 - FOUND <input type="checkbox"/> 3 - DAMAGE VIC. VALUE <input type="checkbox"/> 4 - PERSONAL		<input type="checkbox"/> 5 - EVIDENCE/SEIZED <input type="checkbox"/> 6 - MPO STOLEN & RET. <input type="checkbox"/> 7 - ARSON (NO VALUE)		

2 PROP. CODE	3 VIC #	4 QUAN.	5 DESCRIPTION OF ARTICLE SERIAL #, MODEL, BRAND NAME, ETC.	6 VALUE	2 PROP. CODE	3 VIC #	4 QUAN.	5 DESCRIPTION OF ARTICLE SERIAL #, MODEL, BRAND NAME, ETC.	6 VALUE
D	1	1	ROOF - DAMAGE	\$3000.00					

1 WEAPON TYPE USED		2 WEAPON FEATURES					
<input checked="" type="checkbox"/> 00 - NA <input type="checkbox"/> 01 - HANDGUN <input type="checkbox"/> 02 - RIFLE <input type="checkbox"/> 03 - SHOTGUN <input type="checkbox"/> 04 - FIREARM <input type="checkbox"/> 05 - KNIFE <input type="checkbox"/> 06 - OTHER	<input type="checkbox"/> 07 - BLUNT OBJECT <input type="checkbox"/> 08 - HANDS/FISTS/FEET <input type="checkbox"/> 09 - POISON <input type="checkbox"/> 10 - EXPLOSIVES <input type="checkbox"/> 11 - FIRE/INCENDIARY <input type="checkbox"/> 12 - THREAT/INTIMIDATION <input type="checkbox"/> 13 - SIMULATED <input type="checkbox"/> 14 - DRUGS <input type="checkbox"/> 15 - UNKNOWN <input type="checkbox"/> 16 - OTHER INARR 1	<input type="checkbox"/> 01 - CHROME/NICKEL <input type="checkbox"/> 02 - BLUE STEEL <input type="checkbox"/> 03 - AUTOMATIC <input type="checkbox"/> 04 - REVOLVER <input type="checkbox"/> 05 - SHORT BARREL <input type="checkbox"/> 06 - LONG BARREL	<input type="checkbox"/> 07 - DOUBLE BARREL <input type="checkbox"/> 08 - SINGLE BARREL <input type="checkbox"/> 09 - SAWED OFF <input type="checkbox"/> 10 - PUMP <input type="checkbox"/> 11 - BOLT ACTION <input type="checkbox"/> 12 - ALTERED STOCK <input type="checkbox"/> 13 - 12 BORE <input type="checkbox"/> 14 - 14 BORE <input type="checkbox"/> 15 - OTHER DESCRIBE				
3 CALIBER/GAUGE	4 MAKE	5 SERIAL #	6 BARREL LENGTH	7 MODEL #	8 COLOR	9 TYPE OF GRIPS	10 BUTT #

NARRATIVE:
 The victim stated that Comcast company put a wire on top of his business and caused the above listed damage to his roof. According to the victim Comcast denied putting the wire. However the victim got information from his neighbor that proved they are making payments to Comcast and the wire is collecting to their business.

PROPERTY RECEIPT
 THIS IS A COPY
 FILED IN
 POLICE DEPARTMENT

Miami-Dade Cable Telecommunications Licensing

FILENUMBER 13993	DATE 2/14/200	TIME 9:01 AM	COMPANY Comcast (Miami)
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SALUT. Mr.	FIRSTNAME Elan	LASTNAME Feldman	HOMEPHONE (305) 324-8555
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ADDRESS 1050 NW 21 Street	BUSPHONE
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CITY Miami	STATE FL	ZIPCODE 33127
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CODE1 b1	CODE2 c3	CODE3	DISTRICT 3
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DATE2 4/27/200	JUSTIFY Justified	CREDIT
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PROBLEM
Your roof was damaged by a Comcast cable going over your private property. You have been working with Comcast's insurance company and they want you to sign a release that doesn't cover the damages and allows them to continue to be on your private property. Since it is a violation of County Code to be on your private property without your consent, you want Comcast to remove the cable immediately. You also want Comcast to provide fair compensation for all of the damages they have caused with their illegal cable placement.

RESPONSE
02/14/06 - Cables have been removed from roof.

COMMENTS
02/14/06-Complaint came from Manager's office via email. Gave to Wesley for response. Gave to Duran to issue warning for cable placement. Also gave to Kersi at the City for follow-up. See hard copy for more information...Dave.
02/14/06-12:50:04 PM-Louis advises that the cable is now off of his roof. I advised Jon...Duve.
2/21 Mr F lft msg on 2/17 about comcast; I called him back and left a msg w/ his secretary...duran
02/28/06 09:54:32 AM L. Duran advised cons was helped by us the same day of complaint, however, this is now an insurance issue with comcast and an attorney is contacting and dealing with customer regarding his claim. ab
03/05/06 - Contacted consumer regarding repairs. No progress. He does not want to hire an attorney. CSD should fine Comcast...JW
03/06/06 - Contacted Comcast regarding repairs to building. Left message. JW
03/30/06 - Left message for Feldman regarding repairs.JW
03/31/06 - Left message for Comcast regarding repairs.JW
04/19/06 - Spoke with Feldman regarding repairs - No progress with Comcast. Why can't we help him by putting pressure on Comcast?JW
04/20/06 - Left message with Comcast. JW
04/27/06 - Consumer faxed contact information for Comcast's attorney.
04/27/06 - Spoke with Comcast's attorney. He specializes in insurance fraud and will not discuss any details of Feldman case.

Dorina Gortman

From: Bill Johnson
Sent: Monday, November 09, 2009 3:16 P.M.
To: 'steven@wachterman.com'
Subject: Elzn Feldman

Dear Mr. Lechterman:

I appreciate you speaking with me concerning Florida Sol. I have now spoken with my client representatives, and they have asked me to prepare a packet to send to you about this claim.

The very short version of the facts is that your client, pursuant to a service agreement with Comcast, ran the cable across a warehouse in order to service a Comcast customer (a Mexican restaurant). Florida Sol attached the cable directly to this warehouse roof and did so without permission. Ultimately, winds whipped the cable around causing the attachments to impact the integrity of the roof resulting in what the owner describes as severe property damage. I will freely admit that the value of this claim tends to vary somewhat based on when you speak with Mr. Feldman (the owner of the warehouse), but I have seen values of over \$1.5 million claimed.

I am going to prepare you a packet of information on this claim. I am not really sure why this was not followed up on after the initial contact, but I certainly need to do so at this point. Given the length of this claim to involve that Mr. Feldman wants this put "on the front out of" is an extreme understatement.

Thank you for your kind attention to this matter.

Thanks,

Bill Johnson

William R. Johnson
Kobre Ingram Johnson & Steele, LLP.
150 Anderson Street
Marietta, GA 30060
770-419-1499 (phone)
770-419-8631 (fax)
<http://www.wrjis.com>

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Danna Gorman

From: Bill Johnson
Sent: Monday, November 08, 2010 8:18 P.M.
To: stevan@vaohamman.com
Subject: Sean Feldman

Dear Mr. Lachtermann:

I appreciate you speaking with me concerning Florida Sol. I have now spoken with my client representatives, and they have asked me to prepare a packet to send to you about this claim.

The very short version of the facts is that your client, pursuant to a service agreement with Comcast, ran the cable across a warehouse in order to service a Comcast customer (a Mexican restaurant). Florida Sol attached the cable directly to this warehouse roof and did so without permission. Ultimately, winds whipped the cable around causing the attachments to impact the integrity of the roof resulting in what the owner describes as severe property damage. I will freely admit that the value of this claim tends to vary somewhat based on when you speak with Mr. Feldman (the owner of the warehouse), but I have seen values of over \$1.5 million claimed.

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Thank you for your kind attention to this matter.

Thanks,

Bill Johnson

William R. Johnson
Moore Ingram Johnson & Steele, LLP.
182 Anderson Street
Macon, GA 30060
770-429-1499 [phone]
770-429-8621 [fax]
<http://www.mifs.com>

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MOORE INGRAM JOHNSON & SPOFFORD

Steven J. Lichtenman
November 9, 2007
Page 2

copy of documents supporting the claim that Florida Sol performed this work is attached as Exhibit "A".

DAMAGES INCURRED BY MR. FELDMAN

As a result of Florida Sol's improper anchoring of the cable wire to Mr. Feldman's roof, Mr. Feldman and his business suffered significant damage to the structure and contents of the building. Ultimately, the anchor loosened causing the cable wire to whip in high winds causing the roof to tear and become structurally unsound. Unfortunately, much of this damage was caused just prior to heavy rains and winds associated with multiple hurricanes that came through the Miami area, further exacerbating the problem.

Mr. Feldman has provided an appraisal of the cost of repairing and/or replacing the damaged roof, as well as an estimate for the replacement cost of damaged or destroyed property contained within the building. A copy of this appraisal is attached as Exhibit "B" for your review. The total estimate for replacement value comes to \$554,843.28.

DUTY TO INDEMNIFY

The Master Construction Agreement entered into between Comcast of Miami, Inc. and Florida Sol Systems, Inc. on June 1, 2003, provides that Florida Sol shall indemnify and hold harmless Comcast from any and all claims, judgments, liabilities, and damages arising out of or in connection with the performance, negligence or other wrongdoing on the part of Florida Sol, its employees, agents, servants or representatives. Section 15 of the Contract entitled "Indemnification", lays out Florida Sol's indemnification duties in detail. A copy of this contract is attached to this correspondence as Exhibit "C" for your reference.

It is clear that any and all damages sustained by Mr. Feldman and his business is the result of the work performed by Florida Sol and, as such, Florida Sol owes a duty to Comcast of Miami, Inc. to indemnify it for the claims now being asserted by Mr. Feldman.

According to our records, Florida Sol has been put on notice of this claim and Comcast's intent to request indemnification. A copy of previous correspondence regarding this matter is attached as Exhibit "D".

MOORE INGRAM JOHNSON & STEELE

Sorwan J. Lachterman
November 3, 2007
Page 3

CONCLUSION

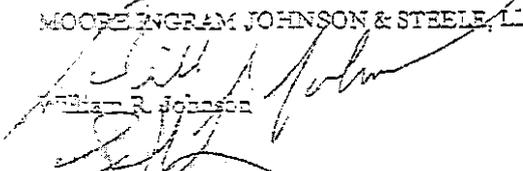
Mr. Feldman is becoming increasingly persistent that we resolve this issue. It is our belief that a formal lawsuit is imminent, complete with claims for punitive damages. It is not our intent to unduly burden your client with this matter; however, our investigation confirms that the installation of the cable wire was done without permission and damage was caused as a result. It may very well be that Mr. Feldman's claim that he sustained damages in excess of \$500,000.00 is exaggerated, but it is clear that he is entitled to some recovery in this matter.

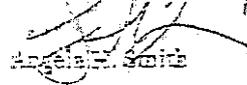
In truth, we likely should have pursued your client for indemnification much more vigorously in the past. Nevertheless, we have now put this matter on the front burner in an attempt to protect our client, and ask that you do likewise. At this time, we respectfully request that Florida Sol provide indemnification to Comcast of Miami, Inc. for the full and total amount of Mr. Feldman's claims against Comcast of Miami, Inc. We further request that you reply to our demand within ten (10) days of the date of this correspondence.

We look forward to hearing from you and hope that we can reach an amicable resolution of this matter.

Sincerely yours,

MOORE INGRAM JOHNSON & STEELE, LLP


William R. Johnson


Angela H. Smith

WRJ/AHS:pag
Encl.

F:\Client Files\Library Mutual Group 96840 & T98641 -Library Mutual 96840\Feldman vs. Comcast\Lachterman Jtr.doc

AFFIDAVIT

COUNTY OF DADE
STATE OF FLORIDA

I, Teresa Horner, whose address is 8825 SW 165th Terrace, Miami, Florida, 33157, do attest to the following facts:

1. On or about March 7, 2007, Comcast and/or subcontractors hired by them, entered my property to install underground fiberoptic cables for their infrastructure.
2. In the process, my property was damaged, which caused an unusually high water bill, as well as damage to the plumbing system.
3. Comcast and/or their subcontractors installed underground cables on the non-easement side of my property without my permission. They trespassed upon my property and transmitted cable to their customers through the illegal use of my property and without my permission. This was not cable for my personal use. It was for their own infrastructure.
4. Comcast refused to compensate me for the damages.
5. Comcast performed this work without a permit. To date, there remains an open after-the-fact permit which has expired and is listed under my property address.
6. Comcast was cited for work without a permit, as well as myself since I owned the property. I endured the additional expense of hiring an attorney to fight the citation.
7. This work was performed by an unlicensed contractor.
8. I have attempted to file several complaints and each time am told that no government entity has jurisdiction over Comcast.
9. The underground fiberoptic cable still remains on my property illegally.



Teresa M. Horner
02-4/2009

Name of person you speak to at the company: Robert Bell

Other information:

Is this a direct vehicle repair complaint (clean sheet):

Name of Vehicle:

Year:

Model:

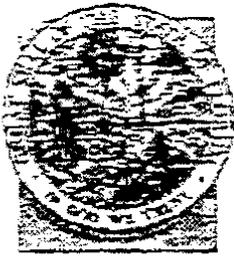
Do you wish to receive Consumer Protection Information and services? No

State your complaint briefly: In April, 2007, Comcast contracted with Paul Telecommunications Services, Inc., to lay underground cable for their infrastructure. This is not an individual service stop - it is for Comcast's infrastructure, which services the entire neighborhood. Their subcontractor is K&K Technologies, Inc., Martin King, is on the job.

While laying the cable in easement, they cut down an easement, hit my septic treatment tank and hit the water line. They then decided to leave the easement open, and proceed to lay the cable on other side of my property, where there is no easement, and without my permission. When the water line was repaired, they did not flush the lines and dirt and debris entered the plumbing system in my home causing damage to plumbing fixtures. Also, Comcast and K&K would not pay me for my sewage or excess water bill (\$200). During my investigation, no permit was ever applied for, plans were never submitted and the subcontractor, K&K Technologies, is not licensed. I notified Telematic by Code Compliance, who in turn cited Comcast, K&K and K&K for work without a permit in the easement. They also caused another situation for the work done on my property illegally, without my permission, and put my home on the situation, as well. I appealed the situation, which states a fine of \$150 per day. The special magistrate has not continued it for 90 days. K&K is now asking that I pay my portion of the penalties and permit the fine work in the easement. They want to be able their application without showing me the plans or entering into any contract or proceeding to end my property from charges they say cause would amounting this illegal cable. K&K was found to have into a contract with K&K, when K&K was not licensed.

Comcast knew a permit was never applied for, because they would have had to sign the permit application. Had they gotten a permit and the required surveys, they would have known there was no utility easement on the west side of my property. In addition, Comcast has had the benefit of using my private property, without my permission, to transmit cable services throughout the neighborhood and billing the people for these services - all while their equipment is trespassing on my property.

How would you like your complaint resolved? I want Comcast to compensate me for any and all damage to my property and plumbing system, and expenses arising out of this incident. I want Comcast fined for performing work without a permit. I want to be compensated for the use of my private property for the transmission of cable services. I want K&K/Comcast to be prevented from entering into a contract with an unlicensed contractor.



Florida Department of Agriculture and Consumer Services
 CHARLES H. HASKINS, Commissioner
 Tallahassee, Florida

May 4, 2008

Division of Consumer Services
 2000 Apalachee Place
 Tallahassee, FL 32309-3500
 Phone: 904-201-7414
 TDD: 904-201-3000

Refer To: 0804-11165-JD

TERRY HORNER
 1815 SW 16TH TER
 VILLAGE OF PALMETTO BAY, FL 33137-5364

Subject: COMCAST CABLE TV

Dear TERRY HORNER:

From a review of your complaint, your problem appears to involve a private controversy rather than a violation of Florida consumer law.

Florida law designates the Department as a clearinghouse for matters relating to consumer protection and information, and grants authority to seek settlements using informal mediation. This agency does not have authority to order refunds or reimbursements for damaged, force a settlement, or provide legal services. To further pursue this matter, you may consider contacting an attorney for legal advice.

In the future, if we may assist you with a consumer related matter, please contact our office.

Sincerely,

Joan Davis

Joan Davis
 Regulatory Specialist III
 904-201-3666
 Fax: 904-201-3601
 Email: joand@fdacs.state.fl.us

Comcast trespassed on my property without right, easement or request permission. Comcast damaged my property, refused to pay just compensation. We have no protection or authority over such complaints. We ask you to investigate if these allegations are true.

Signed Mark H. Dodd Date 2-4-09
Address of 2484 Talco Hills Drive
City Tallahassee, FL 32303
Phone 850-383-4170

2-4-09

Mary H. Dodd

Copies of Relevant Documents Attached

Comments:

- 1) Case was closed by FIDACS in Nov. '07 because contact had been made, Comcast responded, and action had been promised.
- 2) What I wanted was the driveway of sealed pea gravel that I had before Comcast damaged it. What I got was a layer of cement spread over the damaged pea gravel driveway, and this was clearly presented to me as my last opportunity for satisfaction, take it or leave it.
- 3) I never recovered the cost of the water lost when the water-line (pipe) beneath my driveway was cut during Comcast's operations on the day driveway was damaged in Feb. 2007.
- 4) Final work (last resort) on my driveway was not completed until Feb. 2008.
- 5) Copy of utility bill showing anomaly (exponential increase in water use on one day in Feb. '07 when all other days were 0), and situating my original complaint, available.

Mary H. Dodd



Florida Department of Agriculture and Consumer Services
Division of Consumer Services

CONSUMER COMPLAINT FORM
FD-300 (Rev. 11/07)

CHARLES H. BROWN
COMMISSIONER

Please return completed complaint form to:
Florida Department of Agriculture and
Consumer Services
Division of Consumer Services
2008 Appleway Parkway
Tallahassee, Florida 32304

FD-300 (REV. 11/07) - Form may be obtained from:
800-485-2221 - Calling from outside FL
www.fdot.com/FL300

This information MUST be provided for the Department to expedite your complaint, as we correspond via U.S. Mail. Incomplete forms CANNOT be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Ms. Mrs. Mr. Dodd, Mary H.
Last Name, First Name, Middle Initial

Comcast Cable/RCM Communications, Inc.
Name of Business

2484 Talco Hills Drive
Mailing Address

3760 Hartsfield Rd. #1382 Blountstown Hwy.
Mailing Address

Tallahassee, FL 32303
City, State, Zip Code and County

Tallahassee, FL 32309 Tallahassee, FL 32304
City, State, Zip Code

850-383-4170

850-574-4016/850-576-9272

Home and Business Phone, including Area Code

Business Phone, including Area Code

mdodd27@comcast.net

Business Email and/or Web Address

Email Address

Please check if you would like to receive our Florida Consumer Newsletter. Our newsletter provides monetary consumer tips and information and is distributed by email.

Product or Service Involved: Cable Installation

Amount Paid:

Date of Transaction: Feb 2007 to present

was contacted by: Telephone Mail Other

What would satisfy your complaint? Restoration of service to original condition - same quality of service as well, sealed in similar manner. Payment equal to cost of restoration. Cash services (currently have Basic Cable and High Speed Internet) without charge for 20 months. The Department cannot require businesses to take a particular action other as repeating or repeating a product, or returning money. The Department may act as a mediator to attempt dispute resolutions; however, at mediation, the only recourse is to seek legal remedy through the court system.

Have you retained an attorney? Yes No
If yes, you should rely on the advice of your attorney.

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

Please circle your age group (Optional): Under 25 25 - 35 36 - 45 46 - 55 Over 55
Enhanced penalties may be available based upon your age.

PLEASE ATTACH COPIES, DO NOT SEND ORIGINALS.

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, F.S.
- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, F.S.

Subject: Re: comcast problem, dep agriculture,city county ,fcc no authority
From: jrefrigeration
Date: Thursday, August 14, 2008 3:22 AM
To: Charlie.Crist@eog.myflorida.com

Warren Davis
Office of Citizen Services

August 13, 2008

Thank you for the letter Mr. Warren.
But I address this letter again to Governor Christ.

I assure you that if I entered your property without right ,refused to leave and damaged your property Governor Christ I would not be enjoying the freedom to go home to my family . Also you would not be told that your only redress of this grievance would be to get a lawyer. In Florida the only place to redress our grievances against Comcast is the Department of Agriculture. I enclose their response. You yourself defended property rights and implied the creation of the Office of Open Government within the Executive Office of the Governor .

I am defending the liberties that I enjoyed for over 50 years so my children will not be deprived of them. *We the people* clearly are not equal before the law with Comcast ,do not have the right to protect property under state statute ,and allowed to be stripped by them of our reward for industry. I do not stand alone as victim in Florida. Dade County Cable and Department of Agriculture records will show this. No company or person should be above the law.. Yet, they are.

Regarding the FCC, Chairman Kevin Martins office made it clear that this is a state issue and do not have authority over Comcast.

I kindly beg you again for a meeting so that my children will have the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property;

Elan Feldman
& nbsp; Phone 305 324 8555

Mr. Feldman, I did read your complaint and it was sent to Comcast to be address. We only have the authority to informally mediate cable complaints. If Comcast response is still not satisfying to you then the last alternative would be to consult an Attorney. Please visit www.800helpfla.com for more information on DOACS.

Thank you.

Richard20M. Otway

Regulatory Consultan Florida Department Of Agriculture and Consumer Services Division Of Consumer Services

-----Original Message-----

From: Governor Charlie Crist <Charlie.Crist@eog.myflorida.com>
To: jrefrigeration@aol.com
Sent: Wed, 13 Aug 2008 1:24 pm
Subject: RE: comcast problem, dep agriculture,city county ,fcc no authority

From: "Nancy Murphy" <Nancy.Murphy@fcc.gov>
Date: Tue, 22 Jul 2008 16:25:04 -0400
To: <hunterb1@doacs.state.fl.us>
CC: <erica.farago@gmail.com>; Monica Desai<Monica.Desai@fcc.gov>
Subject: RE: Comcast/FCC/ LFA

This email got kicked back because there isn't enough memory in your mailbox. I have removed the attachments and hope this message is small enough for you to receive. You should be able to get Ms. Farago to fax the relevant documents to you.

From: Nancy Murphy
Sent: Tuesday, July 22, 2008 4:13 PM
To: 'hunterb1@doacs.state.fl.us'
Cc: 'erica.farago@gmail.com'; Monica Desai
Subject: FW: Comcast/FCC/ LFA

Thank you for taking the time to speak with me this afternoon. As discussed, I am providing you with the complainant's information – Erica Farago (see Cc for email address) - which is highlighted below in her email so that you or other appropriate state representative may contact her directly. The documents attached include a copy of their 2008 FCC complaint (by Mr. Elan Feldman who is the owner of the property and Ms. Farago's father) and a copy of their 2006 complaint that was filed with Miami-Dade Cable Telecommunications Licensing before Florida enacted their state legislation covering cable television services.

Property damage complaints fall outside of the jurisdiction of the FCC, but under Section 621(a)(2)(C) of the Communications Act of 1934, as amended, it falls squarely within the jurisdiction of the franchising authority – in this case, the State of Florida. Section 621 is entitled *General Franchise Requirements* and subsection (C) states:

that the owner of the property be justly compensated by the cable operator for any damages caused by the installation, construction, operation, or removal of such facilities by the cable operator.

Ms. Farago has been trying to get this issue resolved for over two years now and we would like to see this matter resolved in a timely and equitable manner. Your efforts in this regard will be greatly appreciated!

Nancy Murphy

Associate Chief, Media Bureau

Federal Communications Commission

445 12th Street, S.W.

Washington, D.C. 20554

ph: (202) 418-1043

e-mail: nancy.murphy@fcc.gov

From: Erica Farago [<mailto:erica.farago@gmail.com>]
Sent: Friday, July 11, 2008 3:59 PM
To: Nancy Murphy
Cc: Monica Desai
Subject: Re: Comcast/FCC/ LFA

I have attached a copy of the formal complaint made on January 28. I hope this helps to clarify everything for the two of you. Thank you so much, I very much appreciate all of your help.

Erica Feldman Farago

CERTIFICATE OF SERVICE

I, Elan Feldman, hereby certify that on this 18th day of June, 2010, copies of the foregoing "PETITION TO DENY COMCAST ACQUISITION OF NBC UNIVERSAL" are being served by overnight service, and or email*, upon the following:

The Commission's Secretary
Office of the Secretary,
Federal Communications Commission
9300 East Hampton Drive,
Capitol Heights, Maryland 20743

Kathryn A Zachem esq
Comcast corp.
2001 Pennsylvania Ave. NW
Suite 500C.
Washington DC 20006
202 379 7134
Kathy_Zachem@Comcast.com

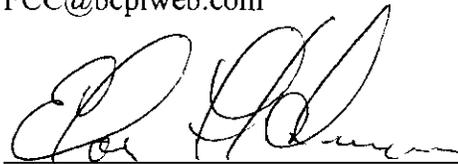
David Cohen esq
Comcast Corporation
1 Comcast Center
Philadelphia Pa. 19103-2838
david_cohen@comcast.com
215 286 1700

William D Freedman
Associate Chief Media Bureau
Federal Communications Commission
9300 East Hampton Drive,
Capitol Heights, Maryland 20743

Jessica Almond
Legal Advisor
Office of the Bureau
Federal Communications Commission
9300 East Hampton Drive,
Capitol Heights, Maryland 20743
Jessica.Almond@fcc.gov

Vanessa Lemme'
Industry Analysis Division
Media bureau, room 2-c313.
9300 East Hampton Drive,
Capitol Heights, Maryland 20743
Vanessa.lemme@fcc.gov

Best copy and Printing, Inc.,
Portals II,
445 12th ST, S.W.,
Room CY-B402
Washington. DC 20554
FCC@bcpiweb.com

A handwritten signature in black ink, appearing to read 'Elan Feldman', written over a horizontal line.

Elan Feldman