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

In the Matter of	)	
	)	
Applications of Comcast Corporation, Time Warner Cable Inc., Charter Communications, Inc. and Spinco to Assign and Transfer Control of FCC Licensees and Other Authorizations	)	MB Docket No. 14-57
	)	
To: The Transaction Team Office of General Counsel and the Media and Wireline Competition Bureaus	)	

PETITION TO DENY

EXECUTIVE SUMMARY

The Petitioner was damaged as a result of Comcast's failure to adhere to Section 541(a)(2) of the Communications Act of 1934, as amended. This statute limits the construction of cable television networks to public rights of way and easements. It further mandates that reimbursement be made by any cable television operator to persons that have suffered damages as a result of the construction of cable systems.

This Petitioner has spent nearly an entire decade seeking recompense from Comcast Corporation ("Comcast") for damages resulting from the willful and repeated violation of Section 541(a)(2). Petitioner believes there may be other persons similarly aggrieved throughout the Comcast service footprint and that, as to the matter affecting the Petitioner, such violation has been flagrant, willful, ongoing and repeated. Accordingly, the Commission should DENY the above-referenced pending applications for transfer of control of cable systems and assets to Comcast until the Commission can satisfy itself that the company is in compliance with Section 541(a)(2). Granting the requested authority without first accomplishing such review would be against the public interest. This would negate the necessary public interest finding that must precede the grant of the requested authority.

At a minimum, the Commission should condition the requested authorization on a compliance showing by Comcast that it is adhering to the requirements of Section 541(a)(2) of the Communications Act of 1934, as amended. Further, questions are raised herein regarding Comcast's candor that also bear consideration prior to any grant of authority for transfer.

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PETITION TO DENY

ELAN FELDMAN hereby respectfully submits this Petition to Deny the above-captioned applications that seek to effectuate the sale of certain cable systems and assets of Time Warner Cable, Inc. ("TWC") to Comcast Corporation ("Comcast") and to make certain additional and ancillary transfers and assignments in support of the Comcast-TWC sale of systems and assets. This Petition is being submitted pursuant to the rules of the Commission and the procedures and time line requirements set forth in Public Notice, DA 14-986, released July 10, 2014. The Public Notice stated that the proposed transfers must be in the public interest pursuant to Section 310(d) of the Communications Act of 1934, as amended. [1]

WHEREFORE, the following is stated:

[1] Section 310 (d) of the Communications Act of 1934, as amended, states: "No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby. Any such application shall be disposed of as if the proposed transferee or assignee were making application under section 308 for the permit or license in question…" Among other things, this requires that in the case of Title III licenses (such as are some of those included in the proposed transfer) that character be considered as an issue.

BACKGROUND

1. This Petitioner owns and operates J&J Refrigeration Supply, Inc., a small business in Miami, Florida. I am a person aggrieved and damaged by Comcast's failure to adhere to Section 541(a)(2) of the Communications Act and am therefore filing this Petition. At some point during or prior to June, 2005, the resident of a property adjacent to my place of business ordered cable service from Comcast. This service order required Comcast to extend cables to the adjacent property. I myself was not then a Comcast subscriber. Without seeking my permission or even informing me, Comcast caused cable wires to be extended from a utility pole approximately 300 feet from the building that houses my business, laying the cable unsecured on the surface of the roof of my building for a distance of about 150 feet. So placed, the cables were subject to being easily moved about by wind, rain and the elements, creating a foreseeable potential hazard.

2. Due to the fact this unauthorized trespass on my property occurred during the high heat of the summer months in Miami, the cables meshed with my roof; sinking into the tar on the roof, directly inflicting much damage. Although the damage was extensive, no remedial action was taken by the cable company. Thereafter, Hurricane Katrina hit South Florida in late August, 2005. Specifically because of the weakened condition of my roof caused by Comcast's non-responsiveness to requests to remove their wires, much additional damage was caused.

3. I first became aware of this damage in July, 2005 and immediately informed Comcast. I personally visited Comcast offices located nearby and explained the situation. Two Comcast representatives accompanied me back to my business premises and denied that Comcast had anything to do with the installation on my roof, claiming instead that it was the work of cable pirates who were stealing Comcast's programming. They concluded this because they asserted that Comcast did not do the type of shoddy work that they observed. This was both perplexing and infuriating. Subsequent efforts to obtain relief from Miami police and the Miami-Dade Cable Telecommunications Licensing Division were also ineffective as shown below.

4. During the period of "stonewalling" by Comcast, a further bad storm, Hurricane Wilma, passed by Miami in October, 2005, resulting in even greater damage to the South Florida area than did Katrina. Due to its already weakened state, caused by Comcast's initial intrusion and exacerbated by its non-responsiveness, rain poured into my building during Wilma, causing immense damage to my roof and to offices located in the building. Office equipment, computers and important documentation were irretrievably lost in the wake of Wilma and the continuation of Comcast's refusal to remedy the situation it had triggered as a result of its unauthorized

trespass upon my roof. It is well known in Miami that during hurricane season, property is subject to a heightened risk of damage and this fact was known by Comcast as well, yet no action was taken by Comcast to remedy or assist the situation.

5. Also during this period, one of my employees suffered a spinal injury due to the collapse of the roof. My business was seriously disrupted and hampered, resulting in interference with commercial relationships between my business and my customers. And all efforts to seek the assistance of Miami authorities to remedy the situation failed, resulting in much frustration and a sense of helplessness before Comcast, whose "sovereignty" appeared to me to supersede all lawful authority. This experience left in my mind a profound question: to whom can a mere citizen and taxpayer turn when faced with the brute force of power and money that can be amassed by corporate monoliths such as Comcast? Another way of stating it is: to whom is Comcast accountable? The following paragraphs demonstrate that it appears to me that the answer to this question is: Comcast is accountable to no one.

FAILURE OF AUTHORITIES TO HOLD COMCAST ANSWERABLE

6. I am a law-abiding citizen. I go to work every day and try my best to follow the laws and regulations that control the operation of my business and that regulate my personal conduct. I raised my five children to respect the law and to obey it. I have always felt that in the event some harm should befall me due to the violation of laws by another, that I would be able to rely on duly constituted authorities to defend and protect me from such wrongful acts. So when I first realized that Comcast's cables were placed on and over my roof, I naturally turned to the Miami police to report it, as I would in the case of any other unlawful trespass upon my property.

7. But not only was law enforcement of no avail, I was also warned by them that I could not take certain remedial actions against Comcast as I would against any other trespasser. Specifically, I was advised by the Miami police that due to law, (verified by Florida law Section 806.13 of the Florida Statutes, 8aa-64 of Dade County Ordinance and others) I was prohibited from removing Comcast's cables on my own, even though those cables were not located on any easement (but rather were located on my roof) and Comcast had no lawful right to be there. So I was warned by the police not to engage in self-help or mitigation and directed by them to work things out with Comcast, an undertaking I have been unsuccessfully involved in for the past nine years. Indeed, while its conduct violated both federal and local law, it took Comcast seven months after having actual knowledge of the problem to remove the cables from my roof. And

even this took the direct intervention of the Office of the Governor of the State of Florida, which has no formal role to play in the regulation of cable, but nonetheless readily recognized the untenable position of Comcast's continuing refusal to remove its cables from my roof.[2]

8. Upon obtaining legal advice from a lawyer, I was further informed that the Code of the City of Miami, Part II, Chapter 37, Section 37-2 and the Code of Miami-Dade County, Part III, Chapter 8AA, Article 1, Section 8AA-64 both make it unlawful to interfere with any cable, wire or other device used to distribute cable television services. This had the effect of placing me in a situation where by exercising my own property rights, I'd be violating a City ordinance. This was a Hobson's choice that no citizen should ever be faced with. And to make matters worse, this was occurring at the very time that the damage to my property was worsening daily. It was only much later when I learned that at the very time I was being dissuaded by Miami authorities from removing the cables on my own, that the City itself was failing to enforce its own ordinances against Comcast. The Miami Code of Ordinances at Chapter 11, Section 11-5(a) states that cable television licensees are expressly not authorized to "*...install cables, wires*, lines,...or any other equipment or facilities *upon private property without owner consent...*" (Emphasis added.) Discussions with the office of the Franchise Authority Miami-Dade County to resolve the deteriorating situation were equally unfruitful because their offer to mediate was refused by Comcast.[3] In every case, I was referred back to Comcast where I continually encountered stonewalling and obstruction. Is Comcast answerable to no one? Will every lawful authority continue to pass the buck?

FEDERAL CONSTRUCTION LIMITATIONS ON CABLE OPERATORS

9. As is the case with the Miami City Code of Ordinances, Federal law also places limits on where cable operators may construct their cable networks. Such construction is limited to take place within "...public rights of way and through easements..." *Section 541(a)(2) of the*

[2] A letter dated February 6, 2006, addressed to me from Rex T. Newman in the Office of the Governor responding to my appeal for help, was, I believe, the final factor resulting in Comcast's removal of its cables from my rooftop. Up until that time, I believe that Comcast had been using the continuing unauthorized presence of the cables on my roof to force a monetary settlement that would not otherwise have been acceptable. I simply wanted the cables off my roof, the trespass to stop and just compensation. But Comcast did not end the trespass until after I received the letter from the Governor's Office.

[3] At a sworn Deposition conducted in Philadelphia, Pennsylvania on May 8, 2013, Comcast Senior Counsel Marna Salimena explained why Comcast would not sit down at the mediation table with me when she said, "We [Comcast] would be happy to mediate the case, but Dade County doesn't have jurisdiction over the matter. So we're not going to mediate with an agency or any entity that doesn't have jurisdiction to oversee the matter." Which again poses the question I raise throughout this Petition: to whom is Comcast accountable? (*See,* Case Reference in Para. 12 infra.)

Communications Act of 1934, as amended. But if no one is willing to enforce these limitations, of what effect are they? Surely when Comcast affixed its wires to my roof, they did so in the face of certain knowledge that no easement was present and that my rooftop in no way qualified as a public right of way. And yet, Comcast willfully and repeatedly violated Section 541(a)(2) of the Communications Act *each and every day during the seven months they knew of the presence of the cable on my roof and refused to do anything about it.* Further, the Communications Act specifically calls for the reimbursement by the cable operator of all damages resulting from the construction of its cable network. *Section 541(a)(2)(C)* expressly states that "...the owner of the property [damaged] 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." The explanation and importance of the Act is clarified by the FCC themselves stating ***"the law requires just compensation to property owners who have suffered damages as a result of a cable operator's construction, operation, installation, or removal of its cable television facilities"*** [4] Again, the last nine years have clearly shown me that Comcast does not take this requirement seriously. Is there a governmental authority out there that does? Does the FCC?

10. There is no dispute between Comcast and me regarding the underlying facts of the trespass to my property or even in the fact that Comcast is responsible for it.[5] It is therefore astounding to me that nine years after this damage was inflicted, I am still "on my own" against Comcast, without a single regulator or authority willing to enforce the federal law requiring compensation for damages occurring from cable installations, namely, Section 541(a)(2)(C) of the Communications Act, a duly enacted law of the United States of America that appears to be wanting in only one regard: there is no governmental agency to enforce it![6] As the FCC points

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[4] http://www.fcc.gov/encyclopedia/evolution-cable-television, FCC Fact Sheet June 2000 cable television information bulletin , FCC October 1995 Fact Sheet Cable television information .

[5] In a letter to Comcast's construction sub-contractor from Comcast counsel William R. Johnson dated November 9, 2007, Mr. Johnson stated that Comcast's own internal investigation "...confirms that the installation of the cable wire was done without permission and damage was caused as a result." The letter contained the further conclusion that "...it is clear that he [Feldman] is entitled to some recovery in this matter..." and goes on to set forth particulars as to how the damage occurred, referencing the "...improper anchoring of the cable wire to Mr. Feldman's roof..." and that "...Mr. Feldman and his business suffered significant damage to the structure and contents of the building...[because]...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." *See,* Exhibit A, *Letter of William R. Johnson to Steven J. Lachterman, Esq., Counsel to Comcast's Subcontractor Florida Sol Systems, Inc.*

[6] In February 2009, I filed a Formal Complaint concerning this matter with the Commission. In response, the Media Bureau informed me that my problems with Comcast "are not matters that are within the jurisdiction of the Commission." Letter from Steven A. Broeckaert, Senior Deputy Chief, Policy Division, Media Bureau, to Elan Feldman (Mar. 10, 2009). Similarly, I filed a Petition during Comcast's last application before the Commission for

their fingers to the Franchise Authority telling them to enforce Federal law, the franchise authority looks up in the air with no jurisdiction. And all of this goes on while Comcast makes a game of peoples' livelihoods and properties. This matter is an FCC issue under the Communications Act and need not be first adjudicated to finality in another jurisdiction like an issue arising under a statute not administered by the Commission.

11. In point of fact, there is no void of authority by the FCC but rather an absence of will on the part of the authorities to engage in the time consuming process of adjudication. Congress and the FCC leave industry players in a playground where self-policing[7] is the order of the day and the players are left on their honor to obey State and federal regulations. In this great land, our forefathers sought to protect the public with a Constitution and property rights. In fact, the right to exclude is the epitome of private property ownership. The forefathers also sought to protect our right to freedom of speech, and if harmed, to redress grievances. America prides itself that no one person is better under the law than another, declaring equal rights under the law and liberty and justice for all. I beg the Commission: don't leave the public to fend for ourselves.

SETTLEMENT EFFORTS STONEWALLED; COMCAST'S WAR OF ATTRITION

12. Over the nine years since the damage to my property was originally done, several different property damage assessments were performed by assessors and agents who had all been selected and designated by Comcast in an attempt to reach a monetary settlement of damages, yet, even now Comcast refuses to recompense me for the damage caused by its trespass on my

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Commission for approval to assume control of NBC Universal (Docket No. 10-56) and was rebuffed. The present Petition, however, focuses as the grounds for the requested relief specifically on those violations by Comcast of Section 541(a)(2)(C) of the Communications Act of 1934, as amended, occurring subsequent to consummation of the Comcast – NBC Universal merger and leading up to the present date. These constitute violations of the clear statutory requirement that "...the owner of the property [damaged] 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." These violations, as occurring between the time of the consummation of the Comcast-NBC Universal merger and the present date present a case of first impression before the Commission. Further, these violations are continuing, willful and repeated in nature. Finally, the cited violations should be considered against the backdrop of Section 541(a)(2) of the Act limiting construction of cable systems to public rights of way and easements.

[7] But it was Comcast's obligation to correct this wrong, ignoring their responsibility to be self-policing. The FCC relies on the honesty of applicants because it has neither the staff nor the budget to verify the representations made by license applicants or its licensees. In *Contemporary Media, Inc., et.al. v F C C* 214 F.3d 187, 193 (2000), cert. denied 532 US 290, 121 S. Ct. 1355 (2001), the court recognized, "The FCC relies heavily on the honesty and probity of its licensees in a regulatory system that is largely self-policing."

property. I signed and delivered liability releases based on Comcast's representations in furtherance of settlement but Comcast remains intransigent. And so, with no available remedies at the federal or local levels where cable television rules and regulations are supposed to be enforced and with Comcast continuing to stonewall I was left with no alternative but to launch a civil lawsuit (11th Circuit-Miami-Dade County-Case 09-36802 CA (11)). Since this is an arena where Comcast's formidable pool of resources enable it to wage a war of attrition, "outspending and outlasting" a private citizen such as myself, I assure the Commission this was my very last resort.[8] But why should I have been forced to resort to this? I can accurately describe the legal environment I find myself in now as a most asymmetrical playing field.

13. Comcast has refused to pay for damages to my roof unless I were to sign a release ***of all claims asserted or which could be asserted in any criminal action***. Knowing I would not sign, they didn't even agree to allow that meager offer to go forward although I was willing to pass any such payment over to my employee who had suffered spinal injury from the roof damage resulting from the Comcast trespass. (*See*, Paragraph 5, above.). Comcast blatantly refused.

SCALING UP COMCAST MAKES EACH SUBSCRIBER LESS CONSEQUENTIAL

14. So now is the time for the FCC to determine whether the public interest will be served by spreading the Comcast web ever wider to encompass nearly 30% of the subscribers in the country. The question is: do multi-channel video subscribers have any place at the table when the FCC has a merger like the one now before it? *Consumerist*, a not-for-profit subsidiary of Consumer Reports, has concluded Comcast to be the Worst Company in America for 2014.[9] This dubious distinction was last attained by Comcast in 2010, which ironically, was the last time the Commission was considering the company's request for its Comcast-NBC Universal megamerger. Could it be that there is a correlation between Comcast achieving the status of "Worst Company in America" and the likelihood of its obtaining a Commission approval to proliferate the Comcast footprint? At what point does a regulator that has paid lip service to the public interest benefit of having a multiplicity of multi-channel video program distributors,

[8] At least, in the case of the travesty I've endured from Comcast, I've been able to draw upon the resources of my small business to help wage the fight (because the harm was done to my commercial property). God help the individual private residence owner who would suffer from a similar unauthorized trespass. They would surely be putty in the hands of Comcast. Regulators must recognize this. It is the job of the regulator to look out for the subscriber; not run interference for the cable oligarchs.

[9] Consumerist Website, http://consumerist.com/2014/04/08/congratulations-to-comcast-your-2014-worst-company-in-america

actually apply that principle to public policy when confronted with mergers like this one? It is confusing to consumers why the Commission's stated public policy is so quickly shunted to the side in the face of lobbyists pushing agendas that call for the direct opposite of what the public policy is purported to be.[10] As the number of players in the market decreases through the corrosive and seemingly endless series of mergers and acquisitions, each subscriber becomes a smaller and smaller fish in a vast consolidated sea of subscribers. This has the effect of attenuating the effective voice of each subscriber to the point where people like me are left to fend for ourselves against a consolidated leviathan like Comcast. Comcast chose to use the roof of my business as if it were an easement. When damage resulted from this unlawful intrusion a great deal of financial harm came to me as a result. The action violated, among other things, a federal statute.

THE FCC SHOULD ENFORCE FEDERAL CABLE TELEVISION STATUTES

15. The matter here is simple. The Federal Communications Commission is the independent agency authorized by Congress to enforce the laws contained in the Communications Act of 1934, as amended. That the Commission chose to previously turn away from this responsibility has only worsened things, in effect rewarding Comcast's dilatory strategy. Regulatory inaction by the Commission and others has lengthened the period during which Comcast has been allowed to violate Section 541(a)(2)(C) of the Act, making more urgent than ever the need for the Commission to act now. It creates an insufferable situation when every regulator simply shrugs its shoulders and points to another forum as "the place to go". Nine years of this is enough. The Commission should deny the applications pending in this Docket until Comcast remedies the problem outlined in this Petition. Further, the Commission should undertake an investigation to determine whether there have been any other failures by Comcast to comply with Section 541(a)(2)(C).[11] If there are, these other matters should also be satisfactorily resolved

[10] Sadly, the infamous revolving-door between industry and regulator creates perverse incentives for regulators to sometimes be inclined to justify what is inconsistent with the stated policy of the Commission. For example, while Commission policy is to promote diversity in the ranks of the multi-channel video programming distribution industry, in recent years it is clear that there's been a trend toward approving greater and greater consolidation in the MVPD industry. The revolving door syndrome endemic in Washington between government and industry may unfortunately cloud the judgment of some and can certainly undermine public confidence in government.

[11] I strongly suspect that my experience with Comcast is not a one of a kind occurrence. I have direct knowledge of at least one other private citizen having been given the bum's rush by Comcast. He is my next door neighbor. In 2013, Comcast, without his permission, went on his private property to run a cable to the same place they'd been serving by means of the earlier trespass on my roof. Comcast dug trenches, damaged the landscaping and ignored my neighbor's property rights as if they had the right of eminent domain. Are we expected to ignore our constitutionally protected property rights and declare that this is the new cost of living in an America with broadband? Where is the remedy for this kind of conduct?

prior to approving the contemplated transaction. The Communication Act was written, among other things, for the purpose of promoting safety of life and property[12]. Congress placed the words ***that the cable operator "shall ensure"*** within the Act. This is both a demand and a guarantee. The FCC has allowed Congress's mandate within the Act be ignored. Yet, this Act empowers the FCC.

COMCAST BLOCKING AND LACK OF CANDOR

16. Another area of special concern to me involving the operations of Comcast is the company's widely reported capability to block or slow down the speed of internet traffic. Call it blocking, censoring, impeding, it still deprives the public the free speech guaranteed by our First Amendment as the internet has become the preeminent public method of communication. This issue, now documented in the Congressional library, confirms past Comcast misbehavior. This lack of candor and misrepresentation is verified by The Congressional Research Service (CRS), known as Congress's think tank.[13] In *Net Neutrality: The FCC's Authority to Regulate Broadband Internet Traffic Management R40234.* ***"The FCC determined that Comcast had violated the agency's Internet Policy Statement when it blocked certain applications on its network and that Comcast's practices were not reasonable network management. The Commission was particularly troubled by what it determined to be Comcast's lack of transparency regarding the company's network management practices. The Commission found that Comcast was less than forthcoming about its network management practices and that only after independent evidence emerged that Comcast was not being truthful did the corporation admit to its true methods of traffic management related to P2P programs."*** This CRS report made after the NBC merger made a specific finding and clarifies the cost to the American people, Comcast's lack of candor to the FCC and the consumer, causing that issue to be revisited. This lack of candor and concealment shown in this CRS Report is concerning and provides a further reason to deny the requested transfer authority. The larger the footprint of the

[12] SEC. 1. [47 U.S.C. 151] Purposes of Act, Creation of Federal Communications Commission.

[13] The Congressional Research Service (CRS), a public policy research arm of the United States Congress reported that the FCC conducted an investigation regarding Comcast. As a legislative branch agency within the Library of Congress responsible for policy review and analysis, CRS has been a valued and respected resource on Capitol Hill for nearly a century. CRS is well-known for analysis that is authoritative, confidential, objective and nonpartisan.

Comcast network, the greater the potential for harm that can be caused by improper network management practices.

THE FCC SHOULD, AT A MINIMUM, IMPOSE CONDITIONS ON THE MERGER

17. It is commonplace for the Commission to grant merger requests, while imposing certain conditions to such mergers that it finds to be in the public interest. For example, the FCC approved the transaction consolidating Sirius Satellite Radio Holdings, Inc. and XM Satellite Radio Holdings while imposing conditions.[14] Similarly, conditions were compelled by the Commission in the matter of the transfer of control of DirecTV from News Corp. and DirecTV Group, Inc. to Liberty Media Corporation.[15] Among other terms that were set in the DirecTV merger was the requirement that attributable ownership interests connecting DirecTV-Puerto Rico and Liberty Cablevision of Puerto Rico, Ltd. be terminated within one year of the closing. At the one year point, certifications were then required to be filed with the FCC, attesting to the fact that the required divestitures had taken place. Likewise here, the Commission can compel Comcast, as a condition of the merger authority it seeks, to certify on a date one year after the proposed closing (or any other date certain deemed appropriate by the Commission) that it is meeting all of its then present obligations under Section 541(a)(2)(C) of the Communications Act. Such certification should contain verifications that all persons who had been damaged by Comcast resulting from the installation, construction, operation or removal of cable TV facilities by that company from incidents occurring six months or more from the date of the certification and that involve substantial claims[16] had been justly compensated for. As to any matters meeting the threshold requirements but not yet resolved, Comcast should be required to report with specificity the status of all such claims and set forth the particular actions it has taken to proactively resolve them.[17] I look forward to the opportunity of further presenting my case in appropriate meetings with the Commission.

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[14] *See*, Sirius-XM Docket, http://hraunfoss.fcc.gov/edocs_public/attachment/DOC-284108A1.pdf

[15] *See*, Media Bureau Docket No. 07-18

[16] So as not to be unduly burdensome, the floor of such reportable claims could be set at an amount such as $25,000 or more. An important public benefit would flow from such a reporting requirement. Comcast would be incentivized to negotiate and cover such claims expeditiously, reducing foot-dragging and stonewalling.

[17] Such certification would not only address the situation affecting this Petitioner for the past nine years, but other persons who have undoubtedly suffered from the type of corporate described in this petition.

WHEREFORE, the undersigned respectfully requests that the Commission DENY the captioned applications seeking to effectuate the sale of certain cable systems and assets of TWC to Comcast and to make certain additional and ancillary transfers and assignments in support of the Comcast-TWC sale of systems and assets; or, in the alternative and in the event the Commission grants the requested assignments and transfers, to CONDITION SUCH GRANT on Comcast meeting the post-closing conditions and a method that Comcast will be accountable when they violate set forth in Paragraph 17, above.

The undersigned declares under penalty of perjury that the facts referenced in the foregoing Petition are true and correct to the best of my knowledge, information and belief.

Executed on August 22, 2014

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EXHIBIT "A"

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November 9, 2007

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Re: Claim of Elan Feldman d/b/a J&J Refrigeration Supply Co.; Claim No.: P50514307301

Dear Mr. Lachterman:

Please let this correspondence serve as a request for indemnification of our client, Comcast of Miami, Inc., from your client, Florida Sol Systems, Inc., for property damages incurred at 1050 N.W. 21st Street, Miami, Florida 33127, as a result of work performed by Florida Sol. We appreciate you taking the time in speaking with us about the matter earlier this week. We understand that you have had very little involvement with this situation up until now outside of our "voucher" letters requesting indemnification. Unfortunately, given recent developments and the history of this matter, we believe your client is at a significant risk of major exposure. As such, we would like to take this opportunity to lay out the "bare bones" of this matter and attempt to resolve the case before it takes a turn for the worse.

WORK PERFORMED BY FLORIDA SOL

On June 2, 2004, your client, Florida Sol, undertook to install an aerial cable wire at 1025 N.W. 20th Street, Miami, Florida 33127. This work was done pursuant to the Master Construction Agreement in place between Comcast of Miami, Inc. and Florida Sol Systems, Inc.

During installation, not only did Florida Sol run the cable wire physically across and touching the roof of J&J Refrigeration Supply Company located at 1050 N.W. 21st Street, Miami, Florida 33133, without the consent or knowledge of the owner of that establishment, Elan Feldman, it actually anchored the wire to the roof of building. A

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".

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.

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CERTIFICATE OF SERVICE

I, Elan Feldman, do hereby certify that a copy of the foregoing Petition to Deny was served on the following persons by the means set forth below on the 25th day of August, 2014.

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Elan Feldman