**THE FAILURE OF THE**

**FEDERAL COMMUNICATIONS COMMISSION**

**TO REGULATE COMCAST**

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*To*:FCC Chairman Ajit V. Pai

Federal Communications Commission

445 12th Street, S.W.

Washington, D.C. 20554

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*From*: Billy Ray Kidwell

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Contents

[I. INTRODUCTION 4](#_Toc51920243)

[II. COMPLAINANT, BILLY KIDWELL’S MEDICAL NOTICE 5](#_Toc51920244)

[III. COMCAST IS THE MOST HATED COMPANY IN AMERICA 5](#_Toc51920245)

[IV. THE DISHONEST BUSINESS PRACTICES OF THE TOP EXECUTIVES OF COMCAST, *BRIAN L. ROBERTS*, *DAVID N. WATSON*, AND *ARTHUR R. BLOCK* 6](#_Toc51920246)

[(a) The Comcast Introductory Offer Con-Game 7](#_Toc51920247)

[V. HOW COMCAST EXECUTIVES, CEO, *BRIAN L. ROBERTS*, COMCAST CABLE PRESIDENT, *DAVID N. WATSON*, AND COMCAST GENERAL COUNSEL, *ARTHUR R. BLOCK*, ARE PROFITING OFF THE PANDEMIC, BY VICTIMING, AND ABUSING, THEIR CUSTOMERS, THEIR EMPLOYEES, AND TARGETING THE ELDERLY, THE DISABLED, AND DISABLED VETERANS TO CHEAT 12](#_Toc51920248)

[(a) American with Disabilities Act Violations 12](#_Toc51920249)

[(b) Comcast Obstructs the Elderly, the Disabled, and Disabled Veterans from Exercising “*Meaningful*” Access to Comcast 13](#_Toc51920250)

[VI. HOW COMCAST EXECUTIVES, CEO, *BRIAN L. ROBERTS*, COMCAST CABLE PRESIDENT, *DAVID N. WATSON*, AND COMCAST GENERAL COUNSEL, *ARTHUR R. BLOCK*, ROBBED, TERRORIZED, AND KNOWINGLY, AND INTENTIONALLY, CAUSED, *BILLY R. KIDWELL*, AN ELDERLY, DYING, 100% SERVICE-CONNECTED, DISABLED VIETNAM COMBAT VETERAN TO SUFFER FIVE (5) SUSPECTED HEART ATTACKS 15](#_Toc51920251)

[*(a) Comcast Executives were Notified Billy Kidwell is Elderly, Dying, Severely Disabled, and Medically Unable to Stand Stress* 20](#_Toc51920252)

[*(b) Billy Kidwell Made Comcast CEO, Brian L. Roberts, Comcast President, David N. Watson, and Comcast General Counsel, Arthur R. Block, fully aware that it is a Felony in Florida for Anyone to knowingly, and intentionally, Aggravate an Elderly, or Disabled Person’s Disabilities, Inflicting Physical, and/or, Psychological Injury, According to Florida Law, F.S. §825.102* 22](#_Toc51920253)

[*(c) Comcast Says No Disability Coordinator, or Reasonable Disability Accommodations for the Disabled* 26](#_Toc51920254)

[VII. BILLY KIDWELL, AND COMCAST, ENTERED INTO A COMCAST PAYMENT PLAN CONTRACT, COMCAST REFUSES TO HONOR, OR ABIDE BY 27](#_Toc51920255)

[VIII. COMCAST VIOLATED THEIR E-MAIL PAYMENT PLAN AGREEMENTS, AND ADVERTISING, AND TWO DAYS AFTER BILLY KIDWELL MADE A PAYMENT OF SIXTY DOLLARS ($60) ON A FLEXABLE PAYMENT PLAN COMCAST TURNED OFF KIDWELL’S INTERNET 34](#_Toc51920256)

[IX. RETALIATION STARTS 35](#_Toc51920257)

[(a) Comcast Retaliates and Turns off Billy Kidwell’s Internet 36](#_Toc51920258)

[(b) Comcast Uses One of their Internet Hot Spots to Fraudulently Broadcast to Kidwell’s Neighborhood that Kidwell Owes Comcast Money 36](#_Toc51920259)

[(b) Comcast Infects Billy Kidwell’s Computer with a “*Pop-Up Virus*” 38](#_Toc51920260)

[(c) Comcast Executives Refuse to Respond to *Kidwell’s Letters* Demanding that Comcast Immediately Stop Aggravating *Kidwell’s Disabilities* by Stalking, and Harassing Him 38](#_Toc51920261)

[(d) Title 18 §1341 Mail Fraud by Comcast Executives 38](#_Toc51920262)

[(e) A Second Comcast Mail Fraud Scheme 40](#_Toc51920263)

[X. SUMMARY 42](#_Toc51920264)

[XI. RELIEF 43](#_Toc51920265)

# I. INTRODUCTION

This document is a Complaint about the failure of the FCC to regulate the Internet Companies in America, and especially the failure of the FCC to regulate, and/or, oversee Comcast, the largest Internet Company in America, which has resulted in substantial harm being inflicted on the Elderly, the Disabled, and Disabled Veterans in America, whom are “*Targeted*”, Defrauded, Cheated, and Arbitrarily, and Capriciously, denied Internet Services by Comcast.

The lawlessness of Comcast, which was allowed, *and encouraged*, by the lack of any FCC oversight, resulted in Comcast intentionally aggravating my Service-Connected Disabilities, and inflicting so much harm on me that I am now nearly completely bedbound, unable to walk, *passing out when I try to sit up*, and I cannot see doctors because Comcast cut off my Internet during the Pandemic.

Without **ESSENTIAL** Internet Services I am not able to see my doctors, or able to get Needed Medical Care, because my doctors have closed their offices, and only provide care by means of the internet, *during the Pandemic*.

Without **ESSENTIAL** Internet Services I cannot *safely* stay home during the Pandemic, *safely* shop from my home, *safely* contact family on the internet, *safely* watch TV, or *safely* get Medical Care, because Comcast cut off my Internet to retaliate against me for exposing Comcast defrauding Disabled Veterans.

The FCC is endangering my life by allowing Comcast to abuse its Employees, cheat its Customers, and Arbitrarily and Capriciously, deny Internet Services to the Elderly, Disabled, and Veterans, during this Pandemic.

# II. COMPLAINANT, BILLY KIDWELL’S MEDICAL NOTICE

The Complainant, *Billy Ray Kidwell* is an Elderly, 100% Service-Connected, Severely Disabled Vietnam Combat Veteran, dying from Heart Failure, as a result of Stress-Caused Heart Attacks that caused substantial damage to his heart.

*Billy Kidwell* has a Severe Stress Disorder, called P.T.S.D., that has caused him to suffer Life-Threatening, Stress-Caused, Heart Problems, Severe Stress-Caused Stomach Problems, Stress-Caused Bleeding Ulcers, a Severe Sleeping Disorder, all sorts of Nerve-Related Problems, and *Kidwell* an Aortic Aneurysm that can quickly kill *Kidwell*.

Stress causes *Billy Kidwell* to suffer P.T.S.D. Anxiety Attacks, an intense Aggravation of his Stress Disabilities, his Stress-Caused Bleeding Ulcers, and Stress-Caused Heart Problems, and Stress-Caused Heart Attacks, and caused other Stress-Caused Nerve Problems.

Billy Kidwell is Medically Unable to Stand Stress.

# III. COMCAST IS THE MOST HATED COMPANY IN AMERICA

Comcast is known as the most hated company in America, because of:

1. “*Dishonest Introductory Offer Con-Games*”.

2. “*Dishonest Equipment Rental Charges, and at least twelve (12) Hidden Fees*”.

3. Overcharging Customers and “*Dishonest Business Practices*” of all kinds.

4. The worst Customer Service in America.

5. Comcast’s complete lack of any caring, or concern, for established Comcast Customers, once Comcast has hooked the Customer with one of its Dishonest Introductory Offer Con Games.

Comcast gets by with this wrongful, and often illegal conduct, by being a Monopoly, and by Government Watchdog Agencies, *like the FCC*, being too close to Comcast, *and Comcast Lobbyists*, and closing their eyes, and covering their ears, to the many Crimes of Comcast, *while not providing any oversight*.

# IV. THE DISHONEST BUSINESS PRACTICES OF THE TOP EXECUTIVES OF COMCAST, *BRIAN L. ROBERTS*, *DAVID N. WATSON*, AND *ARTHUR R. BLOCK*

Comcast CEO, *Brian L. Roberts*, is a billionaire, and one of the richest, and most powerful, persons in America controlling America’s Internet, with his Monopoly, the largest Internet Company in America, Comcast.

Instead of earning a fair, honest profit, *Brian L. Roberts*, turned his dad’s business into a Monopoly by various Dishonest Schemes, the most famous, and noted Dishonest Scheme being the “*Comcast Dishonest Introductory Offer Scheme*”.

Comcast’s Dishonest Introductory Offer Scheme has an extremely low “*Introductory Offer Price for Comcast Services*” that seems like a good deal, because Comcast is not honest, and Comcast hides the real costs of their services, *the victim will pay after Comcast hooks them, and gets Comcast Equipment put in their house*.

From the start Comcast Prospective Customers are carefully deceived, and denied the truth by Comcast CEO, *Brian L. Roberts*, Comcast President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*.

## (a) The Comcast Introductory Offer Con-Game

The Comcast Dishonest Introductory Offer Scheme *deceives* New Prospective Customers by fraudulently claiming an Introductory Offer is a “*Plan*” intended to help the poor, or the Elderly, the Disabled, or a Veteran, when Comcast doesn’t care one speck about the Elderly, the Disabled, or Veterans.

Despite massive advertising by Comcast claiming they have all types of “*Plans*” to help people, **there are no “*Plans*”**, it is all Introductory Offer Con-Games, that are only available to New Customers, so Comcast can get New Customers to cheat, defraud, and massively profit off of.

The sole intent of Comcast is to unjustly make massive amounts of money dishonestly, **NOT to help anyone**.

In this Comcast Scheme the Dishonest Comcast Introductory Offer claims Comcast wants to “*help*” the Elderly, or the Disabled, or the Military, Military Families, and Veterans, with a New Comcast Program that only charges $9.95 to $25 a month.

Comcast advertises, and issues News Releases, claiming these are Comcast PROGRAMS intended to help some kind of victim, usually the Elderly, the Disabled, the Poor, the Military, and Military Families, or America’s Veterans.

These Comcast Introductory Offer Schemes use what seems like a low Introductory Offer Price of usually around $9.95 to $25 a month, during an Introductory Period, to entice Victims into Ordering Comcast Services.

During this “*Introductory Period*” Comcast hides, and doesn’t charge for the twelve (12), “*Secret*” additional charges, and/or, fees that Comcast will add to the victim’s bill, *once the Introductory Offer time period expires*.

Comcast carefully words their Dishonest Introductory Offer Schemes to make them appear to be legal, when they are really Comcast Fraud Schemes, that completely deceive the Potential Comcast Customer with a kind of Bait, and Switch Scheme, *as explained below*:

1. The Advertising, News Releases, and “*Story*” by Comcast that these are “*Plans to Help Some Group of Customers*”, usually the Elderly, the Poor, the Disabled, or Veterans, and Military Families, is all lies, and an out, and out Carefully-Planned Intentional Fraud on the New Comcast Customer.

2. In reality there is no Program.

Just a **Dishonest Introductory Offer Scheme** to draw New Customers to Comcast, that Comcast can cheat, and massively profit off of, with Comcast’s Twelve (12) Secret, Hidden Charges, Fees, and Equipment Rental Costs, that “*Magically Appear on the Victim’s Bill*” as soon as the Introductory Offer Time Period Ends.

3. Prospective Comcast Customers are never told the truth about the Actual Cost of the Dishonest Comcast Introductory Offers, once the Introductory Time Period Expires.

They are never told the truthful cost of Comcast Services *after* the Introductory Offer Time Period Ends, such as the actual cost of the Comcast Hidden Fees, Charges, and Equipment Rentals, and the **total cost of the Comcast Services, they are baited into taking, with the small Introductory Offer Price**.

4. Prospective Comcast Customers are knowingly, and intentionally, deceived in the “*Comcast Introductory Offer Fraud Scheme*”.

 These Comcast Introductory Offer Fraud Schemes are usually advertised as costing $9.95 to $25 a month for Comcast Internet Services, however they usually end up costing the Comcast Victim anywhere from $150 to $300 a month, after the Fraudulent Introductory Offer Time Period Ends.

***Let’s be honest*….**

 How many people would take Comcast Services if they knew the $9.95 a month cost would “*Magically*” become $150 or maybe even Three Hundred Dollars ($300), once the Introductory Offer Time Period Expired?

 How many people would take Comcast Services if they knew as soon as the Introductory Time Period Expires their bill would “*Magically*” have:

1. Charges for a “*Universal Connectivity Charge.*

2. Charges for a “*Regulatory Recovery Fee*”.

3. A “*Franchise Fee*”.

4. “*Franchise Related Costs*”.

5. A “*FCC Regulatory Fee*”.

6. A “*911 fee*”.

7. A “*Regional Sports Fee (*Paid to a Sports Channel Comcast owns*)*”.

8. A “*Broadcast TV Fee (*for local stations Comcast advertises are included*)*”.

9. A “*DVR Fee*.

10. A “*Set Top Box Fee/Cable Card Fee (*usually Fifteen dollars ($15.00) for each room Comcast is in*)*”.

11. A “*Cable Modem Rental Fee*”.

12. A “*HD Technology Fee*”.

And that the cost of their Comcast “*Plan*” had substantially increased?

The answer is that Nobody would take Comcast Internet Services if they were told the truth about the Hidden Fees, Hidden Charges, and Hidden Equipment Rental Costs of Comcast.

Nobody would take Comcast if they knew how horrific Comcast Service to its customers is, or how horrible Comcast treats its customers that it has already hooked.

This is **WHY** there needs to be some kind of oversight, and regulation of Comcast by the FCC, Congress, and Agencies authorized to do oversight.

The Public deserves, and is entitled to honesty from the FCC, and from Internet Companies that operate in the United States.

And it is the DUTY of the FCC to make sure those Internet Companies are operating honestly, and legally.

# V. HOW COMCAST EXECUTIVES, CEO, *BRIAN L. ROBERTS*, COMCAST CABLE PRESIDENT, *DAVID N. WATSON*, AND COMCAST GENERAL COUNSEL, *ARTHUR R. BLOCK*, ARE PROFITING OFF THE PANDEMIC, BY VICTIMING, AND ABUSING, THEIR CUSTOMERS, THEIR EMPLOYEES, AND TARGETING THE ELDERLY, THE DISABLED, AND DISABLED VETERANS TO CHEAT

As soon as the COVID-19 Pandemic hit Comcast CEO, *Brian L. Roberts*, started scheming to use the Pandemic to Boost Comcast Profits.

## (a) American with Disabilities Act Violations

This scheme consisted of Comcast intentionally violating the Americans with Disabilities Act by not providing ADA Disability Coordinators for the Disabled, and by Comcast not accepting, or granting, any “*Reasonable Disability Accommodation Requests*”, disabled customers need to exercise “Meaningful” access Comcast, like the non-disabled enjoy.

Comcast is REQUIRED by the Americans with Disabilities Act to Grant “*Reasonable Disability Accommodation Requests*” unless Comcast can prove the request is “*Cost Prohibitive*”. [*Kidwell’s request for Low-Stress Access to Comcast would not have cost Comcast a single penny*.]

The intentional violations of the ADA by Comcast effectively denied the Disabled, *including Billy Kidwell, who is ADA Qualified*, “*Meaningful*” Access to Comcast, the Largest Internet Provider in America, and in many places the ONLY Internet Provider.

## (b) Comcast Obstructs the Elderly, the Disabled, and Disabled Veterans from Exercising “*Meaningful*” Access to Comcast

Comcast, without having any valid reason to do so, laid off Thousands, and Thousands, of Comcast Employees, closing Comcast Call Centers, and closing Comcast Local Stores, when the Call Centers, and Local Stores, would be needed the most, *during the Pandemic*.

This created a Massive Hardship on the Elderly, and Disabled, many of whom are unable to travel, who now had no place local to pay their bills, no place local to reduce Comcast Services, no place local to return, or exchange, defective Comcast Equipment, or turn in Equipment.

All the local grocery stores stayed open.

Walmart, Publix, Winn Dixie, 7-11s, Circle K’s, nearly every business, and even the small stores, and all the gas stations stayed open, including the food sections at Gas Stations.

Walmart, and Sam’s Club stayed open to sell everything in the world, *just about*, and all the restaurants kept drive-throughs open, and most restaurants delivered food to homes.

And yet despite Comcast, and the internet being essential to nearly everyone during the Pandemic, especially to the Elderly, the Disabled, and Disabled Veterans, like Billy Kidwell staying home, Comcast cut off all means for its customers to contact, or receive help, from Comcast.

**The Internet is a Medical Necessary for the Elderly, and Disabled, during the Pandemic** since most doctor’s offices are closed, and doctors use the internet, during the Pandemic, to provide medical care.

The local Comcast Stores, and Call Centers, should have been the last thing to close, because most of the Elderly, Disabled, and Disabled Veterans, need the internet for Life-Saving Medical Care, Paying Bills, Using their Bank, Buying Food, Contacting Family, and Getting Help.

Instead Comcast cut the Elderly, the Disabled, and Disabled Veterans, off from Comcast, and the internet, by Comcast closing their call centers, as well as their stores, all to make Massive, Undeserved, Dishonest Profits by not providing services to Comcast Customers, that Comcast Customers PAID FOR, and were entitled to, and by not allowing Comcast Customers to reduce Comcast Services, or reduce Comcast Charges, or use any of those “*Help Plans*” Comcast fraudulently claimed to have during the Pandemic.

To make sure Comcast Customers were completely cut off from any Comcast Services, Comcast’s Internet Website has been non-responsive since the Pandemic started, and the Comcast Internet Website ***will not allow*** Comcast Customers to change their current Comcast Plan, to a cheaper “*Plan*”, or to reduce their Comcast Services.

Comcast is using the Pandemic to **force** Unwanted Comcast Services on their customers, denying their customers the right to reduce services, and reduce their Comcast Bill, as Comcast fires thousands, and thousands, of Comcast Employees at Call Centers, and Comcast Stores, denying Comcast Customers “*Meaningful*” Access to the Internet during the Pandemic, while Comcast inflicts massive harm to the economy.

# VI. HOW COMCAST EXECUTIVES, CEO, *BRIAN L. ROBERTS*, COMCAST CABLE PRESIDENT, *DAVID N. WATSON*, AND COMCAST GENERAL COUNSEL, *ARTHUR R. BLOCK*, ROBBED, TERRORIZED, AND KNOWINGLY, AND INTENTIONALLY, CAUSED, *BILLY R. KIDWELL*, AN ELDERLY, DYING, 100% SERVICE-CONNECTED, DISABLED VIETNAM COMBAT VETERAN TO SUFFER FIVE (5) SUSPECTED HEART ATTACKS

When the COVID-19 Pandemic hit *Billy Kidwell’s* wife got less hours to work, while *Billy Kidwell*, an Elderly, 100% Service-Connected, Disabled Veteran, is on a small Military, and Social Security Disability Income, and the *Kidwell* Family could no longer afford the exorbitant Comcast Charges.

Comcast quoted, and sold, the *Kidwell* Family an Internet Plan the *Kidwell Family* thought they could afford, however Comcast added “*Secret Fees, Taxes, and Equipment Rentals*” raising the cost of Comcast to an Unaffordable Price.

Especially with the *Kidwell Family* having less income during the Pandemic because of *Kidwell’s* Wife having less hours to work.

*Kidwell* went to the Port Charlotte Comcast Office to get a cheaper Plan, reducing the cost of Comcast to an amount his family could afford.

*Billy Kidwell*, while deathly-ill, had his wife drive him to the Comcast Store in Charlotte Harbor on at least six (6) separate occasions as *Kidwell* tried to pay his Comcast Bill, tried to reduce his Comcast Services, and tried to return the old Comcast Router that Comcast was renting to him.

The Charlotte Harbor Comcast Store was always closed even though a drive through store next to Comcast was open, and businesses all around Comcast were open, such as two gas stations, a bait store, Kentucky Fried Chicken, a large Publix, an auto parts store, and a large number of other businesses.

The sign in the window (Exhibit A) didn’t say why Comcast was closed, when it would re-open, and the closed sign had an internet address that didn’t work for exchanges.

There were a large number of Comcast Modems on the sidewalk that frustrated Comcast Customers had just left on the sidewalk since there was no place to return them to Comcast.

A search on the internet revealed that the real reason the Port Charlotte Comcast Office was secretly closed during the Pandemic was to reduce labor costs, and maximize profits during the Pandemic, denying *Kidwell* the means to reduce his Comcast Services, and Charges, during the Pandemic, and yet Walmart, and other stores, remained open. [See Exhibit A attached hereto which is the sign by Comcast saying their store was closed.]

*Billy Kidwell* got on the internet and went to the Comcast Internet Website to return Comcast Equipment he no longer wanted, and to reduce his Comcast Services so he could afford Comcast[[1]](#footnote-1).

Comcast had rigged their Comcast Internet Website so that Comcast Customers *could not change to a cheaper plan*, or reduce the cost of their Comcast Services, *during the Pandemic*, and *Kidwell* was unable to contact Comcast at their Internet Website.

*Billy Kidwell* sat at his computer, sick as a dog, having heart pains, and occasionally throwing up blood from his stomach, because Comcast did not care enough about its customers to open a Drive Through, or post a WORKING phone number, or Internet Address, where customers could contact Comcast to pay bill, reduce services, or solve problems they had with Comcast.

Billy Kidwell spent over a month on the internet, while extremely sick and in great pain, trying to contact Comcast, *before he got too sick*, and gave up.

*Billy Kidwell*, who is severely disabled, and Medically Unable to Stand Stress called Comcast on the phone and waited over two (2) hours, after which Comcast hung up on *Kidwell* without even letting *Kidwell* talk to a human[[2]](#footnote-2).

*Billy Kidwell* suffered P.T.S.D. Anxiety Attack, after P.T.S.D. Anxiety Attack, after P.T.S.D. Anxiety Attack, shaking from his nerves, being unable to sleep, throwing up blood from his Stress-Caused Bleeding Ulcers, and having Shortness of Breath, Heart Pains, Dizziness, and Passing-Out, due to his Stress-Caused Heart Disability, and the Massive Undue Stress caused by Comcast making it impossible for the disabled to contact Comcast, or to reduce Comcast Services, and Costs, during the Pandemic.

After trying to call Comcast for at least a month, and finding contacting Comcast by phone during the Pandemic to be impossible for the disabled, who are Medically Unable to Stand Stress, *Billy Kidwell* gave up.

It was clear that Comcast had rigged every means for Comcast Customers, *with extreme hardships during the Pandemic*, to contact Comcast during the Pandemic to reduce their Comcast Services, and costs, so that Comcast could continue to bleed its customers out of every penny they could, and profit greatly during the Pandemic.

Comcast did not care how much harm, or pain, it inflicted on its Elderly, Disabled Customers during the Pandemic to keep them from exercising their **RIGHT** to decide what Comcast Services they wanted, and to reduce services.

*Billy Kidwell* started searching on the internet trying to find some way to contact Comcast to cancel his Comcast Phone, and Comcast TV Services, and to only pay for a fast internet connection, which is all the *Kidwell* Family could now afford, ***and all the Kidwell Family wanted***. [Emphasis added.]

*Billy Kidwell* was shocked to find Comcast, while making itself completely inaccessible to its customers, was advertising all over the internet that it cared about its customers during the Pandemic, and that Comcast had claimed that it had put in force all kinds of “*Plans*” to help the most vulnerable during the Pandemic.

Comcast had sent a News Release to Military.com, which posted an Article on April 30, 2020, fraudulently claiming that during the Pandemic Comcast was providing two (2) months of FREE Comcast Services to members of the Military, to Military Families, and to Disabled Military Veterans, *to help them*, and that after two (2) months the total cost to Members of the Military, and Disabled Veterans, would be $9.95 a month.

*Billy Kidwell* got excited since he is a 100% Service-Connected Disabled Vietnam Combat Veteran, and therefore with a 100% rating *Kidwell* would be entitled to the Comcast “*help*” for Disabled Veterans.

While searching on the internet *Billy Kidwell* found that Comcast also advertised that in an effort to “*help*” the most vulnerable during the Pandemic, Comcast also claimed it had a Plan to give $14 a month Comcast Services to Comcast Customers, that could not afford to pay their Comcast Bill, to allow those customers to make “*flexible payments they could afford*”.

Comcast stated that they had a **Payment Plan Contract**, where Comcast Customers could make small payments they could afford on their outstanding bill, ***while Comcast continued Comcast Service Internet Services for only $14 a month***. [Emphasis added].

Those programs would be a lifesaver to *Billy Kidwell* and his family, the only problem was that Comcast had cut off Customer Access to Comcast during the Pandemic, to maximum Comcast’s already outrageous profits, making it impossible for customers in need of those Comcast Plans, to contact Comcast to use those programs, that Comcast lied, and said were intended to “*help*” Comcast Customers during the Pandemic.

The Comcast Business Office was closed. Comcast didn’t answer its phones, and the Comcast Internet Website wouldn’t operate, or allow Comcast Customers to reduce costs, change to a cheaper “*Plan*”, or contact Comcast.

Not knowing how any Comcast Customer could actually contact Comcast during the Pandemic to use the *alleged* Comcast Programs, *that Comcast fraudulently claimed were intended to help Comcast Customers during the Pandemic*, *Billy Kidwell* sent Complaint Letters to the CEO, the President, and the General Counsel of Comcast.

## *(a) Comcast Executives were Notified Billy Kidwell is Elderly, Dying, Severely Disabled, and Medically Unable to Stand Stress*

*Billy Kidwell* wrote at least four (4) letters to Comcast CEO, *Brian L. Roberts*, Comcast Cable President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*, making them fully aware that *Kidwell* is Elderly, and Severely Disabled, and **Medically Unable to Stand Stress**, that *Kidwell* is dying from Stress-Caused Heart Failure, and that all the undue Stress from trying to deal with Comcast was substantially aggravating *Billy Kidwell’s* Stress Disabilities.

Those letters were sent to the Comcast Center in Philadelphia Pennsylvania making those Named Executives aware that *Billy Kidwell* wanted to be put in those “*Plans*” Comcast Advertised, while making those Comcast Executives fully aware that Comcast was inaccessible to Comcast Customers, like *Billy Kidwell*, during the Pandemic.

*Billy Kidwell* made *Brian L. Roberts*, *David N. Watson*, and *Arthur R. Block*, fully aware of *Kidwell’s* Medical Disabilities, and his Medical Inability to Stand Stress.

In his letters *Billy Kidwell* explained to *Brian L. Roberts*, *David N. Watson*, and *Arthur R. Block*, that *Kidwell* is an Elderly, severely Disabled, 100% Service-Connected, Vietnam Combat Veteran, with a well-documented Medical History of Stress-Caused P.T.S.D. Anxiety Attacks, Stress-Caused Bleeding Ulcers, and Stress-Caused Heart Attacks, and that *Billy Kidwell* is dying from Heart Failure, caused by the Stress-Caused Heart Attacks.

*Billy Kidwell* made sure Comcast Executives knew *Kidwell* is Elderly, Disabled, and Medically Unable to Stand Stress, and that stress causes *Kidwell* to suffer Stress-Caused Bleeding Ulcers, and Stress-Caused Heart Attacks.

*Billy Kidwell* made sure Comcast Executives knew that he is Elderly, Severely Disabled, Dying, that he is a 100% Service-Connected Disabled Vietnam Veteran, and the he cannot afford Comcast, and wanted to reduce Comcast Services, and take the Military, and Disabled Veteran Plan Comcast advertised, and that *Kidwell* wanted to take the Comcast Payment Plan, and that *Kidwell* could pay Fifty Dollars ($50) a month on his bill during the Pandemic.

## *(b) Billy Kidwell Made Comcast CEO, Brian L. Roberts, Comcast President, David N. Watson, and Comcast General Counsel, Arthur R. Block, fully aware that it is a Felony in Florida for Anyone to knowingly, and intentionally**, Aggravate an Elderly, or Disabled Person’s Disabilities,* *Inflicting Physical, and/or, Psychological Injury, According to Florida Law, F.S. §825.102*

Comcast CEO, *Brian L. Roberts*, Comcast Cable President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*, received numerous letters from *Billy Kidwell*, and were made fully aware, that *Billy Kidwell*, is a citizen of the State of Florida, and is both an Elderly Person, and a Disabled Person, as described in F.S. §825.102, and *Kidwell* is fully entitled to the protections of F.S. §825.102.

*Billy Kidwell* made it extremely clear to Comcast CEO, *Brian L. Roberts*, and Comcast President, *David N. Watson*, *in letters delivered by the U.S. Mail*, that he cannot stand Undue Stress caused by lies, or arguing with Comcast, and that Undue Stress can be avoided by Comcast merely being truthful about Comcast Services, truthful about the Actual Cost of Plans, and truthful about any Programs, and/or, Options available for *Kidwell* to get an affordable Comcast Plan.

For nearly two (2) months Comcast CEO, *Brian L. Roberts*, Comcast Cable President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*, did not respond to *Billy Kidwell’s* Letters, and then on June 26, 2020 *Seth L.*, a CENFLR Team-Exec in Florida, called *Billy Kidwell* stating that Comcast Executives in Philadelphia had asked him to call *Kidwell*.

*Seth L.* stated that he was sorry *Billy Kidwell* had suffered so many problems trying to contact Comcast to reduce his monthly Comcast Services, and costs, and that because Comcast had made it impossible for *Kidwell* to reduce his Comcast Services, and Costs, he was giving *Kidwell* a credit of Two-Hundred Dollars ($200) on his bill.

Comcast did not make any offer to compensate *Kidwell* for the months Comcast had denied him an ADA Coordinator, and intentionally inflicted Massive, Undue Stress on *Kidwell* that aggravated *Kidwell’s* Disabilities, and caused *Kidwell* to throw Up Blood, suffer severe Heart Pains, Loss of Breath, Dizziness, Passing out, and at least three (3) suspected Life-Threatening, Stress-Caused, Heart Attacks. [*Comcast would cause Billy Kidwell to suffer two (2) more Stress-Caused, Heart Attacks*.]

Nor did Comcast offer to compensate *Kidwell*, and his wife, for the gas, the time traveling in pain, and the months *Kidwell* spend working, and searching, on the internet, dying, and in extremely pain, with a bad heart, and Medically Unable to Stand Stress, trying to find a way to contact Comcast to reduce his Comcast Services, and Cost, and to return unwanted Comcast Equipment.

No human being should be treated the way Comcast treats its Disabled, Dying Customers.

*Kidwell* had found that Comcast was also advertising a “*Gamer’s Internet*” for Fifty Dollars ($50) that Comcast advertised was extremely fast.

*Seth L.*, despite being a top executive with Comcast stated that he had seen some of the Comcast National Advertising about the Military “*Help*” Program, and the Comcast Pandemic “*Help*” Program, with “*Flexible Payments the Customer can Afford*”, but despite being a Comcast Customer Service Executive *Seth* didn’t know anything about those highly advertised Comcast Programs.

*Billy Kidwell* then stated that he had seen a super-fast “*Gamer’s Internet*” that Comcast was advertising everywhere, and that *Kidwell* could find a way to afford the $50 Gamer’s Internet, if the Military, and Veteran Comcast Internet couldn’t be found.

*Seth* said he would have someone at Comcast that knew about those programs call *Kidwell* and get him on one of the programs so *Kidwell* could afford Comcast Internet, and have a fast internet service for his daughter’s games.

For two (2) months Comcast Official, after Comcast Official, after Comcast Official, called *Billy Kidwell*, who is **Medically Unable to Stand Stress**, and not one Comcast Official knew anything about the Programs Comcast was Nationally Advertising, or knew anything about the Comcast Payment Plan Contract.

During those two (2) months Comcast sent *Billy Kidwell*, **who is Medically Unable to Stand Stress**, thirty-three (33) Dishonest, Contradictory E-Mails, many of which threatened to cut off *Kidwell’s* Comcast Service, while other Comcast E-mails stated *Kidwell’s* Comcast Service couldn’t be cut off because of the advertised Comcast Military, and Pandemic Help Plans.

Comcast Officials constantly called *Kidwell* on the phone, saying they didn’t know anything about those Plans, despite Comcast advertising those Plans Nationally, and on Military, and Veterans, Internet Websites.

 How in the world could Comcast Executives, *tell a Comcast Customer Medically Unable to Stand Stress*, that Comcast Executives **DO NOT KNOW** about the Comcast Plans that they were Nationally Advertising?

There were so many blatant lies, and direct contradictions, in E-Mails, and on the phone with Comcast, the Non-Stop Comcast Lies caused *Kidwell*, who is Medically Unable to Stand Stress, to suffer Massive Amounts of Undue Stress, and to suffer numerous Post-Traumatic Stress Disorder Anxiety Attacks, and Stress-Caused Heart Problems.

The P.T.S.D. Anxiety Attacks *Billy Kidwell* suffered Violent Stress-Caused vomiting, throwing up blood from *Kidwell’s* Stress-Caused Bleeding Ulcers, while *Kidwell* suffered the symptoms of having Stress-Caused Heart Attacks, with *Kidwell* suffering Heart Pains, a Pressure on his Chest, Shortness of Breath, and Trouble Breathing, Dizziness, and Passing Out.

*Billy Kidwell* was too disabled to handle the Constant Comcast Lies, the Non-Stop Comcast Contradictions, and the Massive Stress, and Inhuman Abuse Dishonest Comcast Executives were Intentionally Inflicting on him.

This Intentional Abuse, Aggravated *Kidwell’s* Stress Disabilities, while Inflicting Massive Physical, and Psychological Injury to *Billy Kidwell* is a Direct Violation of F.S. §825.102, which is a First-Degree Felony.

## *(c) Comcast Says No Disability Coordinator, or Reasonable Disability Accommodations for the Disabled*

 *Billy Kidwell*, being unable to stand the Non-Stop Intentional Lies, and Stress by Comcast, repeatedly requested access to a Comcast Disability Coordinator, and to “*Low Stress Access to Comcast*”, because of *Kidwell’s* Life-Threatening Stress Disability(s).

 With *Billy Kidwell’s* Life-Threatening, Stress Disability, and documented Medical History of Stress- Caused Bleeding Ulcers, and Stress-Caused Heart Attacks, *Kidwell’s* Disability Accommodation Request was extremely reasonable.

 To provide “*Low Stress*” would only have required that the Comcast Official(s) contacting *Kidwell* be trained, and familiar, with Comcast’s OWN programs affecting *Billy Kidwell*, and for Comcast Officials to be honest about the programs Comcast has, and for Comcast to not engage in the intentional harassment of *Billy Kidwell*, as constantly occurred in this case.

*Billy Kidwell’s* Disability Accommodation Request for “*Low Stress*” access to Comcast was extremely Reasonable and was NOT cost Prohibitive.

Comcast knowingly, and intentionally, violated the Americans with Disabilities Act, by refusing to even consider *Billy Kidwell’s* extremely reasonable Disability Accommodation Request for Low Stress Access to Comcast.

Comcast knowingly, and intentionally, aggravated *Billy Kidwell’s* Stress Disabilities, inflicting Massive Physical, and Psychological Injury to *Billy Kidwell* in Direct Violation of F.S. §825.102, by not GRANTING *Billy Kidwell’s* Reasonable Disability Accommodation Request.

# VII. BILLY KIDWELL, AND COMCAST, ENTERED INTO A COMCAST PAYMENT PLAN CONTRACT, COMCAST REFUSES TO HONOR, OR ABIDE BY

**On June 26, 2020** in a Phone Call with Seth of *Comcast Billy Kidwell* stated that he accepted the Comcast Flexible Payment Plan Contract advertised by Comcast, and offered to *Kidwell*, in numerous E-Mails to *Kidwell* from Comcast.

The Comcast Flexible Payment Plan Contract stated that any customer that entered into a Payment Plan would not have their internet cut off.

*Billy Kidwell* stated he could afford to pay the amount of $25 a month on his outstanding Comcast Bill.

On July 7, 2020 in an E-mail to *Seth* with Comcast in Florida *Billy Kidwell* put in writing that he accepted the Comcast Payment Plan Contract, that Comcast offered to him in an E-Mail, and *Kidwell* confirmed that he could afford payments of $25 a month. [See Exhibit B].

About two (2) weeks later a woman called *Billy Kidwell* saying she was with Comcast in Arizona and that Comcast Executives in Philadelphia has asked her to call to get *Billy Kidwell* in the Comcast Payment Plan Contract.

The Comcast Lady in Arizona had no idea why Comcast Officials in Philadelphia wanted Arizona Comcast Officials to contact *Kidwell* when *Kidwell* is in Florida, but she stated she could solve *Kidwell’s* Request for a Payment Plan from her Arizona Office, just like a Florida Comcast Officials could.

*Billy Kidwell* stated that he had agreed to the Comcast Payment Plan Contract on July 7, 2020 in an E-Mail with *Seth L*. in Florida, however Florida Comcast Executives would not respond to *Kidwell’s* E-mails, or tell him how to make his payments, or where to send his payments.

The Comcast Woman in Arizona stated Comcast in Florida had not talked to her, and she didn’t know what they were doing, but that *Billy Kidwell* could make a payment with her, and the payment would be proof *Kidwell* was accepted in the **Comcast Payment Plan Contract**.

The Arizona Comcast Woman stated that Comcast had changed the terms it advertised, and would no longer accept a payment amount the Comcast Customer could afford, and would not accept the $25 a month that *Kidwell*, and Comcast in Florida had agreed to, because Comcast Executives had decided that they wanted payments of at least $50 a month.

*Billy Kidwell* stated that he had to check his bank accounts and make sure he had that much money in the bank because he is a Disabled Veteran, on a Fixed Government VA Disability Income, and it was the middle of the month when most Disabled Veterans are broke.

Billy Kidwell stated that he had made sure he kept the twenty-five ($25) payment that he had AGREED to with Seth L. an Executive with Florida Executive Customer Relations, Comcast Cable Communications, LLC., but that he would need a day to get an extra $25 to pay the increased $50 payment that she said Comcast now demanded, in spite of the Agreement with *Kidwell*, and *Seth*.

The Arizona Comcast Lady stated that it would be no problem for her to call the next day and have *Billy Kidwell* make a Fifty Dollar ($50) Flexible Payment Plan Payment then.

The next morning *Billy Kidwell* went to Bank of America’s Teller Machine and found that he only had $40 left in his Bank Account which would have been plenty to pay Comcast if Comcast was honest, and honored their Original $25 a month Comcast Payment Agreement Contract.

Not having enough money, because a very dishonest Comcast had broken their agreement, and raised the payment prices, *Billy Kidwell* drove to Walmart where his daughter worked, and borrowed $50 from her, that he put in his Bank of America Checking, to make sure he had at least $50 for Comcast.

*Billy Kidwell* then went home and started waiting by the phone for the Comcast Lady from Arizona two hours before her call was due.

*Kidwell* waited, and waited, and waited, and the Arizona Comcast Lady never called, like she had promised.

*Billy Kidwell* continued to wait by the phone until it was four (4) hours past the time the Comcast Lady was supposed to call, and *Billy Kidwell* only quit waiting because the stress of Comcast lying again, and not calling, **for over four (4) hours**, caused *Kidwell* to get extremely sick to his stomach, *from his nerves*, and *Kidwell* started throwing up blood, while having Heart Pains, and *Kidwell* passed out, falling from his computer chair, and hitting his head, because of the Non-Stop Habitual Lies, and Intentional Abuse by Comcast.

It was now clear that all this Inhuman Comcast harassment of the Disabled Complainant, *Billy Kidwell*, was being directed by Comcast Executives in the Philadelphia Pennsylvania Comcast Headquarters.

On August 9, 2020 *Billy Kidwell* received another E-Mail from Comcast titled “*How to Stay Connected*” that threatened to cut off Kidwell’s Comcast Service unless Kidwell called 1-800-xfinity to make “*flexible payment options*”.

*Kidwell* called the 1-800-xfinity number and couldn’t get a human to talk to.

Again, *Billy Kidwell* suffered Stress-Caused severe Stomach, and Heart Problems, thinking he was going to die as he threw up blood, and passed out with his heart hurting, unable to breathe.

*Billy Kidwell* needs the internet because of his advanced age, and Life-Threatening Disabilities, and how *Kidwell* is dying from Heart Failure.

During the Pandemic Doctor’s Offices are closed, and the disabled, like *Billy Kidwell*, need the internet for doctor’s visits, for paying bills, for dealing with Bank of America, the Electric Company, the Water Company, and other necessaries of life.

The internet is the *Kidwell* Family’s sole source of entertainment during the Pandemic because *Kidwell* streams TV from YouTube TV.

Relieving stress watching TV is a Medical Necessary for Disabled Veterans with Combat Stress Disorders, especially during the Pandemic when entertainment places are closed.

Four (4) days later on August 13, 2020 *Kidwell* received another Threatening E-Mail from Comcast stating in the first paragraph that if Comcast didn’t receive the $156.57 payment in full that Comcast would turn off *Kidwell’s* Comcast Services in three (3) days, on August 16, 2020.

The second paragraph in the very same E-Mail directly contradicted the first paragraph and stated in **BOLD** that **“*Comcast is here to support you during this challenging time, and that Kidwell could explore flexible payment options that work best for Kidwell*”**.

*Again*, Comcast had the 1-800-xfinity phone number on the E-Mail as a contact number, *where it is impossible to speak to a human*, and Comcast did not provide any way to make a payment, or talk to a human at Comcast.

*Billy Kidwell* had received an E-mail four (4) days earlier on August 9, 2020 stating that if he made Flexible Payments there would be no interruption to Internet Services.

*Billy Kidwell*, who is Medically Unable to Stand Stress, received Twelve (12) E-Mails, and at least ten (10) Phone Calls from Comcast offering Kidwell a flexible Payment Plan, that *Kidwell* AGREED to, and then Comcast would not respond, or honor their advertising, and flexible Payment Plan, which is an Inhuman Way to treat a Dying Veteran, Medically Unable to Stand Stress.

Comcast sent *Billy Kidwell* E-mails on August 2, 2020, July 26, 2020, July 17, 2020, July 8. 2020, July 7, 2020, July 6, 2020, July 5, 2020, June 27,2020, June 26, 2020, and June 12, 2020, stating that if *Kidwell* agreed to a Flexible Payment Plan he could afford that Comcast Services would not be suspended.

Two (2) days later on August 14, 2020 a woman from Comcast in Florida called *Billy Kidwell* and stated that she was from the billing department and that she was calling about *Kidwell’s* **AGREEMENT**, and **CONTRACT**, with Comcast to make monthly payments on his bill, while his Comcast Services continued.

*Billy Kidwell* stated that he had tried every way possible to make monthly payments after Comcast AGREED to a $25 a Month Payment Plan, but that Comcast had kept harassing *Kidwell* intentionally aggravating *Kidwell’s* Bleeding Ulcers, and Heart Problems, as Comcast refused to provide a means, a valid phone number, with a human to talk to, or an address, for *Kidwell* to make the $25 Monthly Payment.

The Comcast Lady asked *Kidwell* if he wanted to pay $25 now, and *Kidwell* stated that he was so tired of the harassment by Comcast, and how Comcast is killing him because of a bill, and that instead of $25 that *Kidwell* would pay $60 a month to get rid of the $150 *Kidwell* owes Comcast *as fast as possible*.

*Billy Kidwell* informed the Comcast Lady that he had received an E-Mail saying his Comcast would be turned off in two (2) days, and that he is Elderly, and Severely Disabled, and needs the Internet to see doctors, and pay bills, and that Kidwell had received twelve (12) E-Mails from Comcast stating that if a customer agreed to make payments on their past bill that Comcast Internet Services would continue.

The lack of internet would endanger *Kidwell’s* Life since he is dying from Heart Problems and doctors only take Internet Medical Appointments because of the Pandemic.

The Florida Comcast Lady said to ignore the threatening E-Mail, that if *Kidwell* paid right now there would be no interruption in service in two (2) days, and that $60 would be automatically charged to his Credit Card each month, which would pay his bill in full in just two (2) more payments.

*Billy Kidwell* paid the $60 and received an E-Mail titled “*Here’s a recap of today’s conversation*” with a receipt for the $60 monthly payment on the **Comcast Flexible Payment Plan**. [See Exhibit D.]

It should be noted that Comcast had sent *Billy Kidwell* twelve (12) separate E-Mails stating that if he made “*Flexible Payments on his Comcast Bill*” that Comcast Services would **NOT** be interrupted.

# VIII. COMCAST VIOLATED THEIR E-MAIL PAYMENT PLAN AGREEMENTS, AND ADVERTISING, AND TWO DAYS AFTER BILLY KIDWELL MADE A PAYMENT OF SIXTY DOLLARS ($60) ON A FLEXABLE PAYMENT PLAN COMCAST TURNED OFF KIDWELL’S INTERNET

On July 7, 2020 *Billy Kidwell* entered into a Flexible Payment Plan AGREEMENT, verbally, and in writing in an E-Mail, with *Seth*, a Customer Service Executive with Comcast in Florida for *Billy Kidwell* to make $25 a month payments on his Comcast Bill, and for Comcast to continue his Internet Services.

Comcast violated that AGREEMENT and CONTRACT.

On August 14, 2020 a woman from Comcast in Florida called *Billy Kidwell* and stated that she was from the billing department and that she was calling about *Kidwell’s* **AGREEMENT**, and **CONTRACT**, with Comcast to make monthly payments on his bill, while his Comcast Services continued.

*Billy Kidwell* again fully complied with the Contract and paid Comcast Sixty Dollars ($60) on his Comcast Bill.

Two (2) Days later Comcast, *for no lawful reason*, again violated this Flexible Payment Contract, and shut off *Billy Kidwell’s* Internet Services, knowing *Kidwell* is an Elderly, Dying, Severely Disabled Veteran, Medically Unable to Stand Stress, and knowing that Comcast, by violating the Payment Contract is intentionally inflicting Massive, Irreparable Harm on *Billy Kidwell*.

*Billy Kidwell’s* Comcast Internet has been off for Thirty-Eight (38) Days, irreparably aggravating *Billy Kidwell’s* Disabilities, as Comcast intentionally violates *Billy Kidwell’s* Medical Prohibition against suffering Stress.

It should be noted that Comcast is also intentionally harming *Billy Kidwell’s* wife, son, and daughter.

# IX. RETALIATION STARTS

On August 4, 2020 *Billy Kidwell* sent a Notice to ten (10) top Comcast Executives, that *Kidwell*, a life-time Veterans Activist, had posted an article at [www.VetsForJustice.com](http://www.VetsForJustice.com) exposing a fraud scheme against Disabled Veterans, and the Military, by Comcast during the Coronavirus Pandemic. [The Notice was E-Mailed to Comcast Executives *John Demming*, *Charlie Douglas*, *Kristen Gohr*, *Sena Fitzmaurice*, *Jennifer Khoury*, *Sue Kwon*, *Kristie Fox*, *Matt Helmke*, *Joel Shadle*, *Daniel Friedman*, *Elaine Wong*, and *Christina Wiskowski*.]

## (a) Comcast Retaliates and Turns off Billy Kidwell’s Internet

Twelve (12) days later Comcast violated a Flexible Payment Plan Contract Comcast made with *Billy Kidwell* and illegally shut off his internet.

## (b) Comcast Uses One of their Internet Hot Spots to Fraudulently Broadcast to Kidwell’s Neighborhood that Kidwell Owes Comcast Money

The same day Comcast started broadcasting at a Comcast Hotspot by Kidwell’s House that *Billy Kidwell* had lost his Comcast Services, because he owes Comcast Money.

This claim by Comcast is an out, and out lie.

*Billy Kidwell* made a Flexible Payment Plan Agreement with Comcast, in which Comcast AGREED in E-Mails to accept Payments, that *Billy Kidwell* could afford, and Comcast stated that it would **NOT** turn off Kidwell’s Internet.

Billy Kidwell made a Flexible Payment of $60 on August 14, 2020, and gave his Credit Card Information, to be used when the next payment would be due on September 14, 2020.

Two (2) days later on August 16, 2020 Comcast violated their Flexible Payment Agreement and turned off *Billy Kidwell’s* Internet to Retaliate against Kidwell for posting the article at [www.VetsForJustice.com](http://www.VetsForJustice.com) exposing the Comcast Fraud against the Military, and Disabled Veterans.

Comcast sought to “*chill*” *Billy Kidwell* in the exercise of his First Amendment Rights to write articles, and post them online, to advocate for Veterans, when the article is unfavorable to Comcast.

*Billy Kidwell* was paid up on his Flexible Payment Contract with Comcast, and *Billy Kidwell* did not owe Comcast another Payment for a month.

And yet Comcast turned off *Billy Kidwell’s* Internet to keep him from posting Unfavorable Articles about how Comcast abuses Disabled Veterans.

There was NO LAWFUL REASON for Comcast to turn off *Kidwell’s* Internet, and Comcast had stated in twelve (12) e-mails Comcast sent to *Kidwell* that if *Kidwell* made Flexible Payments his Internet **WOULD NOT BE TURNED OFF**.

Comcast knew *Billy Kidwell* is Dying, and Medically Unable to Stand Stress.

Comcast fraudulently broadcast all over *Billy Kidwell’s* Neighborhood that *Billy Kidwell’s* Internet was turned off because *Kidwell* owed Comcast money to destroy *Kidwell’s* good name, and wrongly inflict so much undue stress on *Kidwell* that it substantially damages *Billy Kidwell’s* Heart Disability.

Comcast Executives wanted to severely Retaliate against *Billy Kidwell* by aggravating his Stress Disability, and severely harming *Kidwell*.

## (b) Comcast Infects Billy Kidwell’s Computer with a “*Pop-Up Virus*”

 Comcast then infected *Billy Kidwell’s* Computer with a Pop-Up Virus that comes up with Kidwell starts his Computer, and when he starts programs like Microsoft Word, which makes it difficult for *Billy Kidwell* to use his own Computer.

## (c) Comcast Executives Refuse to Respond to *Kidwell’s Letters* Demanding that Comcast Immediately Stop Aggravating *Kidwell’s Disabilities* by Stalking, and Harassing Him

Billy Kidwell has sent Letter Complaints, that were served on CEO, *Brian L. Roberts*, Comcast Cable President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*, demanding that the Retaliation, and the intentional aggravation of Billy Kidwell’s Stress Disabilities by Comcast Executives Immediately Cease.

CEO, *Brian L. Roberts*, Comcast Cable President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*, did not respond, refusing to stop Retaliating against *Billy Kidwell*.

## (d) Title 18 §1341 Mail Fraud by Comcast Executives

Mail Fraud consists of devising a scheme to defraud and using the United States Mail for the purpose of executing that scheme. [See Laura A. Eilers & Harvey B. Silikovitz, Mail and Wire Fraud, 31 Am. Crim. L. Rev. 703, 704 (1994) (cases cited).

Comcast Executives devised a scheme to defraud Comcast Customers with fraudulent ten dollar $10 late fees during the Pandemic.

The scheme works like this.

*First*, Comcast closed local Comcast Offices during the Pandemic, so that Comcast Customers, especially the Elderly, the Disabled, and Disabled Veterans, whom are unable to travel, would not have their regular place to timely pay their Comcast Bills.

Then Comcast closed their Call Centers so that there would not be a working phone number for Comcast Customers to call to find out how to timely pay their Comcast Bills.

Comcast then made sure their Comcast Internet Website was not working, and that the “*Chat*” part of the Comcast Website took such long times to get a person to help that most customers would give up waiting.

Please keep in mind that the long wait times made the Chat feature unbailable to Disabled Comcast Customers unable to stand stress, like Complainant, *Billy Kidwell*.

Comcast made sure that they places so many obstacles in front of the Comcast Customer that Comcast would make the customer late paying their Comcast Bill.

Comcast then used the United States Mail to send a Comcast Bill with a ten dollar ($10) Late Charge, when Comcast knowingly, and intentionally, schemed to make the Comcast Customer pay his bill late.

This constituted one Comcast Mail Fraud Scheme Comcast used on the Complainant, *Billy Kidwell*.

## (e) A Second Comcast Mail Fraud Scheme

The dishonest Executives at Comcast devised a Second Comcast Mail Fraud Scheme they also used on the Complainant, *Billy Kidwell*.

As explained in the first scheme Comcast shut down their local store, closed their Call Centers, and made the Comcast Internet Website so defective it was unusable to reduce Comcast Services, *or locate where to pay a Comcast Bill* without excessive work, and substantial time.

Comcast made it next to impossible to return Comcast Equipment the Comcast Customer didn’t want, and as a result a lot of Comcast Customers simply left Comcast Modems on the steps at the closed Comcast Store in Charlotte Harbor Florida.

*Billy Kidwell* made it clear that there was no place Comcast had open for *Billy Kidwell* to turn in his old slow Comcast Modem on his June 26, 2020 conversation with Seth the Customer Relations Executive with Comcast in Florida.

*Billy Kidwell* told Seth that he did not want the Comcast Modem in his house, and he wanted to know what New Fast Modems, that were on sale in stores like Best Buy, or Walmart, were compatible with Comcast because *Kidwell* wanted the old, slow Comcast Modem out of his house, *so he wouldn’t have to pay rent on it anymore*, and that *Kidwell* was going to purchase his own personal Fast Modem.

Seth told *Kidwell* not to worry about the Comcast Modem, and said that *Kidwell* wouldn’t be charged for the Comcast Modem during the Pandemic, and that *Kidwell* could return the modem, when Comcast opened its local store again.

On September 4, 2020 *Billy Kidwell* received a One Hundred Dollar ($100) bill for the old Comcast Modem that Comcast wouldn’t let him return.

These Comcast Modems sell New on E-Bay for $32, *on the rare occasions that people will buy them*, therefor Comcast knew it was engaging in Mail Fraud by claiming that the old, heavily used Comcast Modem that sells for $32 new, is worth $100, and Comcast is engaging in Mail Fraud using the Mail to try to extort One Hundred Dollars ($100) from *Billy Kidwell* with the Comcast Modem Scheme.

Comcast knows it is obstructing *Billy Kidwell* from returning his old junk modem, and Comcast knows they are engaging in fraud to use the United States Mail in a scheme to steal One Hundred Dollars ($100) from *Billy Kidwell*, for an old, junk modem Comcast knows most people wouldn’t give ten dollars ($10) for.

# X. SUMMARY

What started as Comcast trying to steal money from an Elderly, Dying, Disabled Combat Veteran, *during the Pandemic*, snowballed into exposing that Comcast, the largest Internet Company in America, has secretly become a Monopoly, with a Culture of Corruption, that makes its profits dishonestly, by deceiving, and cheating, its customers.

The corruption, dishonesty, and intentional harm to the public, and especially the harm to the most vulnerable, such as the Elderly, the Disabled, and Disabled Veterans, *that Comcast targets because they are easier for Comcast to cheat, defraud, and steal from*, is so massive it can’t be dealt with in just one Complaint.

This is what happens when an Internet Company, Comcast, is a Monopoly, and so large, and powerful, that it is above the law, while Comcast’s CEO, *Brian L. Roberts*, Comcast President, *David N. Watson*, and Comcast General Counsel, *Arthur R. Block*, are greedy beyond human understanding, and completely lack any ethics, morals, or **OVERSIGHT by the F.C.C.**, as is the case with Comcast.

Because the Complainant, *Billy Kidwell*, is an Elderly, Frail, Dying, Disabled Veteran, Medically Unable to Stand Stress, whom Comcast Executives are Intentionally, Irreparably Harming, this Complaint shall only seek needed **Emergency Relief** to protect the health, and life of the Elderly, Dying, Disabled Veteran, however after the life of the Dying Veteran has been protected there needs to be an intensive investigation of Comcast, to protect the public.

# XI. RELIEF

The life of the Elderly, Dying, Severely Disabled Veteran, *Billy Kidwell*, is endangered, and *Kidwell* has suffered at least five (5), Intentionally Inflicted, Stress-Caused Heart Attacks at the hands of Comcast Executives.

*Billy Kidwell* is being wrongly denied **ESSENTIAL**, Life-Saving Internet, *during a Pandemic*, by Comcast as Retaliation for posting a truthful article exposing the abuse of the Military, Military Families, and Disabled Veterans, by the Executives at Comcast.

Because *Billy Kidwell* is dying, and in dire need of Medical Care, and needs the internet to obtain needed Medical Care during the Pandemic, it is **ESSENTIAL** that *Billy Kidwell* immediately get Internet Services during the Pandemic.

Therefore, I request:

1. That the FCC take Immediate Emergency Action to require, and **ORDER**, Comcast to RESTORE Billy Kidwell’s Internet, to comply with Comcast’s highly advertised Flexible Payment Plan **AGREEMENT**, and to **NOT** illegally terminate *Billy Kidwell’s Internet* again, while he is making payments on his past bill.

Comcast has had my internet illegally turned off for Forty (40) days now.

This is an Emergency because Billy Kidwell’s Agent Orange Pre-Cancer sores on his head, face, and arms now appear to have worsened to full blown skin cancer, needing Immediate Life-Saving Medical Care.

*Billy Kidwell’s* Aortic Aneurysm, that can quickly kill him, is a year and a half past time for being checked, *Kidwell’s* Bleeding Ulcers have gotten so bad he gets sick just drinking water, and it is extremely likely *Billy Kidwell* has suffered Five (5), Intentional, Stress-Caused Heart Attacks, at the hands of Comcast Executives, since *Kidwell’s* recent Comcast Stress-Caused P.T.S.D. Anxiety Attacks had all the Symptoms of being Massive, Stress-Caused Heart Attacks, that *Kidwell* has a Medical History of.

The turning off of Kidwell’s Internet for Forty (40) Days by Comcast, *in direct violation of Comcast’s Flexible Payment Plan’s National Advertising*, was a First Degree Felony according to Florida Law, F.S. §825.102, and the F.C.C. has a **DUTY** to IMMEDIATELY ORDER Comcast to strictly comply with their Flexible Payment Plan Contract, ***to protect the life of Billy Kidwell***, by providing *Kidwell* Internet while *Kidwell* is making payments on his past Comcast Bill.

The internet provided should be fast, and dependable.

**Each day the F.C.C. does not act endangers the life of Billy Kidwell**.

2. Comcast Executives have intentionally aggravated the disabilities of *Billy Kidwell*, an Elderly, Dying, Disabled Combat Veteran, by mocking, and refusing to comply with Florida Statute §825.102, and/or, the American’s with Disability Act by Comcast refusing to provide the Disabled needing Reasonable Disability Accommodations from Comcast, a Disability Coordinator, and by refusing to even consider Reasonable Disability Accommodation Requests from ADA Qualified Individuals.

 The F.C.C. needs to ORDER Comcast to Immediately start complying with the Americans with Disabilities Act by hiring, and training Disability Coordinators, to provide the disabled “*Meaningful*” Access to Comcast, and to **ORDER** Comcast to consider, *and grant when appropriate*, Reasonable Disability Accommodation Requests, and to provide the disabled person the specific reason any Disability Accommodation Request is denied.

3. *Billy Kidwell* is Frail, Elderly, and Dying, because of the intentional wrongful acts of Comcast described herein.

 If Comcast Nationally Advertises a Plan to help Veterans, or the Elderly, or the Disabled then the F.C.C. should **ORDER** Comcast to actually have such a Plan, and for the alleged Plan to actually be a Plan to help the Veteran, or Elderly Person, and not be a Dishonest Introductory Offer Scheme.

 An Introductory Offer by Comcast should be honestly advertised as an Introductory Offer, and the truthful cost of the Plan, *AFTER* the Introductory Offer Time Limits expire, must be told to the New Prospective Comcast Customer.

 *Simply put*, the F.C.C. must ORDER Comcast to start being honest with customers and stop using Dishonest Introductory Offer Schemes.

4. The F.C.C. must **ORDER** Comcast to stop endangering the lives of the Elderly, the Disabled, and Disabled Veterans by arbitrarily, and capriciously, denying then Needed, and Possibly Life-Saving Internet during the Pandemic.

5. Congress, and the F.C.C. need to have hearings on the many Dishonest Business Practices of Comcast, and its targeting the most vulnerable, the Elderly, the Disabled, and Disabled Veterans to cheat, and defraud, during the Pandemic.

There needs to be a full, honest, impartial investigation of the Business Practices of Comcast, as described herein, to find out how many other Elderly, Disabled, and Disabled Veterans, are being denied access to the internet, during the Pandemic, or otherwise abused by Comcast.

I request that you investigate each of the allegations made herein and *start* providing oversight of Comcast.

XII. NOTICE OF INTENT TO PROMPTLY FILE A PETITION FOR AN EMERGENCY INJUNCTION, AND/OR RESTRAINING ORDER

If the F.C.C. does not immediately **ORDER** Comcast to stop terrorizing *Kidwell*, aggravating his disabilities, and denying *Kidwell* Internet during the Pandemic, to save *Billy Kidwell’s* Life an Emergency Petition for an Injunction, and/or, Restraining **ORDER** shall promptly be filed to force the F.C.C. to do its duty, while forcing Comcast to obey the law.

You may contact the Complainant, *Billy Kidwell*, if you need additional information, or evidence.

Thank you for your time in this matter,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ September 25, 2020

Billy Kidwell

5064 Silver Bell Drive

Port Charlotte, Florida 33948

Copy: File

 National Veterans Organizations

 News Media

 Honorable, *Maria Cantwell*, Ranking Member, Committee on Commerce,

 House Committee on Energy and Commerce

 U.S. Department of Justice

1. Billy Kidwell made videos of the Comcast Internet Website being “fixed” so Comcast Customers can’t reduce Comcast Services, or Comcast Charges that Kidwell would be glad to provide to the FCC or Congress. [↑](#footnote-ref-1)
2. Billy Kidwell has phone records, and eye-witnesses of his many attempts to contact Comcast by phone, and it is in many newspapers about how Comcast closes its Call Centers. [↑](#footnote-ref-2)