

Elan Feldman  
1050 NW 21<sup>st</sup> Street  
Miami, FL 33127

November 8, 2010

*Via Electronic Filing*  
Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, SW  
Washington, DC 20554

**Re:** *Notice of Oral Ex Parte Communication in Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc. For Consent to Assign Licenses or Transfer Control of Licenses, MB Docket No. 10-56*

Dear Ms. Dortch:

Pursuant to section 1.1206(b) of the Commission's rules, I, Elan Feldman ("Feldman"), hereby submit this notice regarding an *ex parte* communication in MB Docket 10-56, *Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc. for Consent to Assign Licenses or Transfer Control of Licenses.*

On November 5, 2010, I, an individual member of the public and small business owner in Miami, Florida, and my son-in-law Paul Farago ("Farago"), met with William Freedman, Marcia Glauberman and Judith Herman of the Media Bureau. In the meeting we discussed the Commission's pending review of the Comcast/NBCU merger applications. Consistent with my previous submissions in this record opposing approval of the merger, including but not limited to my "Reply to Comcast's Opposition to Feldman's Petition to Deny Comcast's Acquisition of NBC Universal" filed August 19, 2010 ("Reply"), Farago and I stressed that:

- A transfer applicant's character, and whether it has conducted itself in the public interest, are always in issue in a transfer proceeding and are directly related to the proposed transaction and whether its approval would serve the public interest in the future.
- Comcast had admitted in writing that it unlawfully and without authorization trespassed on a building owned by my family business in Miami, unlawfully installed cable wiring which weakened the roof which later collapsed in a hurricane, causing significant property damage to me and my business and fracturing the spine of my employee Tony Martinez, who fell through a floor to a

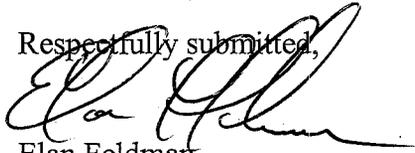
lower floor due to the damage from Comcast's trespass. This Comcast admission is in the record of the proceeding in my pleadings, and I also provided a copy of it at the Nov. 5 meeting.

- Comcast was cited by the Miami Police Department for criminal mischief, a felony, for this trespass. Evidence of that is also in my Petition to Deny filed in this docket.
- Communications Act Section 621 makes it crystal clear that a cable operator "shall ensure that the safety, functioning, appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities. . . ."; that the cost of removal of facilities be borne by the operator, and that the "owner of the property be justly compensated for any damages caused by the installation . . . or removal of such facilities by the cable operator." Yet for the last five years Comcast has refused to comply with Section 621 despite its written admission of liability.
- Comcast has exploited a gap in enforcement of Section 621. I have sought that enforcement from the FCC and the franchise authority, the state and county, and they have all claimed they lack jurisdiction to enforce the Section. The FCC has major authority over cable television under the Communications Act. This should be remedied by denying approval of the merger or conditioning it upon Comcast's certification of its satisfaction of Section 621 within a year or less of approval of the merger, if any. A similar approach has been employed in other merger approvals, examples of which are cited in my Reply.
- Comcast's misconduct toward me, my family, employee and business has been willful, frequent, serious and has involved top management, which increases the gravity of the conduct per the FCC's 1990 Character Policy Statement.
- By delaying Section 621 compliance and all other alleviation of the damage it caused until the statute of limitations for seeking relief in Florida courts, Comcast forced me to file suit in Florida. In fact, Comcast wrote to me encouraging me to so file. In this docket Comcast now invokes that suit to support its claim that the misconduct toward me is not related to the merger. That is false – the misconduct demonstrates Comcast's lack of good character and unfitness to be granted control of legions of additional FCC licenses. The Commission has ample authority under its public interest mandate, and has exercised it in prior transfers cited in my Reply, to address this in the merger context, and the public interest requires that the FCC do so. I am not asking the FCC to become involved in any way in the assessment of just compensation, only in the impact on Comcast's fitness to become the transferee of the NBCU licenses given its complete disregard of its public interest responsibilities, encoded in Section 621 and elsewhere, in its misconduct over the past five years.

Attached to this ex parte filing are copies of material I provided during the Nov. 5 meeting that were not previously filed in the docket record.

In accordance with the Commission's rules, this *ex parte* notice is being filed electronically in the above referenced docket. If you have any questions regarding this filing, please do not hesitate to contact me.

Respectfully submitted,



Elan Feldman

305-545-6680

Comcastwent2far@gmail.com

Attachments (3)

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July 13, 2009

Mr. Elan Feldman  
J&J Refrigeration Supply Company  
1050 N.W. 21st Street  
Miami, FL 33133

Re: Claim of Elan Feldman d/b/a J&J Refrigeration Supply Company

Dear Mr. Feldman:

It has been some time since we spoke. As you know, I represent Comcast in the captioned matter.

The purpose of my letter is simply to notify you that legal claims such as the one you have asserted against Comcast are governed by a statute of limitations. A statute of limitations is a time period after which a claim cannot be brought and instead is barred by the passage of time.

While Comcast is not required to alert you to this fact, it was felt that it would be prudent to inform you that the claims you have asserted against Comcast are governed by a four-year statute of limitations, which is rapidly approaching, after which time your claims will be barred by law. In order to preserve such claims, it would be necessary for you to begin a legal proceeding against Comcast prior to the expiration of the statute.

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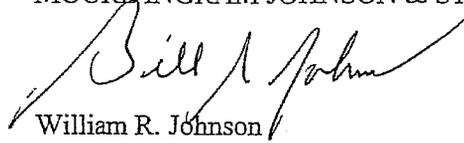
Mr. Elan Feldman  
J&J Refrigeration Supply Company  
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Thank you for your attention to this matter.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP



William R. Johnson

WRJ:dg

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November 9, 2007

Steven J. Lachterman, Esq.  
848 Brickell Avenue, Suite 750  
Miami, Florida 33131

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

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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.

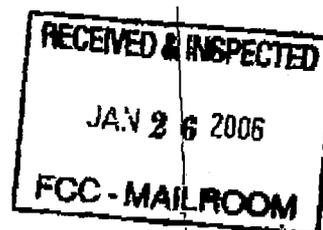
**DUTY TO INDEMNIFY**

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".

**Warehouse 1050 Corp.**  
1050 N.W. 21<sup>st</sup> Street Miami, FL. 33127  
(O) 305.324.8555 (F) 305.325.1966



January 18, 2006

Dear Michael Copps,

We at Warehouse 1050 Corp., a Florida Corporation with principle offices 1050 N.W. 21<sup>st</sup> Street Miami, FL. 33127 are the owners of this real estate property. Comcast is a telecommunications company with the power of eminent domain. Comcast negligently and/or intentionally allowed and caused its cable to occupy and invade Warehouse 1050 Property without permission and without exercising its power of eminent domain, to condemn and easement on Warehouse 1050 Property.

Comcast has failed and refused to remove its cable from Warehouse 1050 Property after having received notice that the cable occupies and invade Warehouse 1050 Property. Comcast has trespassed on Warehouse 1050 Property by invading and occupying Warehouse 1050 Property without permission. As a direct and proximate cause of Comcast's trespass, Warehouse 1050 Corp has been damaged.

As a governmental body, we believe you were created to protect the rights of the people. Therefore, we ask for help to correct this terrible wronging, and in an attempt to resolve this in a friendly manner we called many times and even went to go see Brian Roberts at the corporate office in Philadelphia. Where I was told to leave the building and go home back to Florida. I was escorted by securities and threatened not to reenter the premises.

A handwritten signature in black ink, appearing to read "Elan Feldman". To the right of the signature, the date "1/18/06" is written.

Elan Feldman President  
Warehouse 1050 Corp.