

JS 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

(a) PLAINTIFFS
 Keven Danow, as Trustee of The Morris Hitzig Recov.Liv. Trust, on behalf of himself and all others similiary situated.

(b) County of Residence of First Listed Plaintiff New York County
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Ryan & Maniskas, LLP
 Richard A. Maniskas ,995 Old Eagle School Rd., Ste. 311, Wayne, PA 19087, 484-588-5516

DEFENDANTS
 Comcast Corp. and Comcast Cable Communications, LLC

County of Residence of First Listed Defendant Phildelphia
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Acts <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC Sec. 1693

Brief description of cause:
violations of Electronic Fund Transfer Act.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 11/17/2016 SIGNATURE OF ATTORNEY OF RECORD: Richard A. Maniskas (85942)

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 275 Madison Ave #1711, New York, NY 10016

Address of Defendant: 1701 John F Kennedy Blvd, Phila, PA 19103

Place of Accident, Incident or Transaction: New York, NY
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No

Does this case involve multidistrict litigation possibilities? Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases
(Please specify) 15 U.S.C. § 1693, et seq.

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases
(Please specify) 15 U.S.C. § 1693, et seq.

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Richard A. Maniskas, counsel of record do hereby certify:
 Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
 Relief other than monetary damages is sought.

DATE: 11/17/16

Richard A. Maniskas
Attorney-at-Law

85942
Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 11/17/16

Richard A. Maniskas
Attorney-at-Law

85942
Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Keven Danow, as trustee of the Morris Hitzig
Rev Liv Trust, on behalf of himself and others
v.

CIVIL ACTION

Comcast Corp and Comcast Cable Comm., LLC

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. (X)
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

11/17/16

Date

Richard A. Maniskas

Attorney-at-law

Keven Danow, Trustee, et al.

Attorney for

484-588-5516

Telephone

484-450-2582

FAX Number

rmaniskas@rmclaw.com

E-Mail Address

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

-----X
KEVEN DANOW, AS THE TRUSTEE OF
THE MORRIS HITZIG REVOCABLE
LIVING TRUST,
on behalf of himself and all others similarly situated,

Plaintiff,

v.

COMCAST CORP. and COMCAST CABLE
COMMUNICATIONS, LLC,

Defendants.
-----X

Civil Action No.

**CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff Keven Danow, as the trustee of the Morris Hitzig Revocable Living Trust, on behalf of himself and all others similarly situated, through his undersigned attorneys, files this Class Action Complaint against Defendants and alleges on actual knowledge as to his own acts and on information and belief after due investigation as to all other allegations:

NATURE OF THE ACTION

1. Plaintiff brings this class action against Defendants Comcast Corp. and Comcast Cable Communications, LLC (collectively, "Comcast") on behalf of all former Comcast customers whose bank accounts have been illegally accessed and funds withdrawn subsequent to the termination of the service contract between the parties, and where the former customer owed Comcast no unpaid legitimate charges. The Complaint asserts common law and certain statutory claims, including violations of the Electronic Fund Transfer Act, 15 USC § 1693 *et seq.*, and the New York General Business Law, § 349.

2. Defendants' method of operation and business model includes engaging in unfair conduct aimed at its customers. Comcast's actions have included, *inter alia*, overbilling, misrepresenting the basis of charges it has imposed on customers, and assessing phantom charges which it illegally imposes on its customers.

3. Comcast service has prompted thousands of complaints to the Company, many of which go unresolved. Complaints include the failure to honor advertised deals; switching customers to higher cost services without their consent; cancelling customers without their knowledge and then failing to reinstate them; charging for bogus or non-existent service calls and then refusing to delete the charges. Customers often find it impossible to get any satisfaction. Customer service at Comcast's walk-in facilities is generally plagued by long-lines. Many consumer complaint websites are filled with complaints over Comcast's wrongful business practices. (See, <https://comcast.pissedconsumer.com/>).

4. So also, a recent class action has been filed against Comcast in the United States District Court for the Northern District of California, entitled *Adkins v. Comcast Corporation*, Case No. 3:16-cv-05969-EDL, alleging that Comcast engages in a pattern of misrepresenting fees it charges as taxes or as government mandated, when in fact they were not.

5. In *In the Matter of Comcast Corporation*, before the Federal Communications Commission, File No. Eb-IHD-15-00018079 (October 11, 2016) the FCC found and Comcast agreed to a Consent Decree prohibiting the Company from further violating the Commission's long-standing rule on negative options. Comcast had been loading up its customers with expensive unordered cable programming and hardware, refusing to cancel the unordered items and refusing to refund payments made for the unordered items. This conduct was coupled with a customer support culture which could only be described as uncaring and hostile.

6. On August 1, 2016, the Washington Attorney General filed suit against Comcast.

The press release announcing the suit stated:

AG ANNOUNCES LAWSUIT AGAINST COMCAST FOR MORE THAN \$100 MILLION

First-of-its-kind suit alleges nearly 2 million Consumer Protection Act violations; seeks refunds for more than 400,000 Washingtonians

SEATTLE — Attorney General Bob Ferguson filed a lawsuit today against cable television and Internet giant Comcast Corporation in King County Superior Court, alleging the company's own documents reveal a pattern of illegally deceiving their customers to pad their bottom line by tens of millions of dollars.

The lawsuit accuses the company of more than 1.8 million violations of Washington state's Consumer Protection Act (CPA), including misrepresenting the scope of its Service Protection Plan, charging customers improper service call fees and improper credit screening practices.

The lawsuit also accuses Comcast of violating the CPA to all of its nearly 1.2 million Washington subscribers due to its deceptive "Comcast Guarantee."

The lawsuit is the first of its kind in the nation — though the Service Protection Plan is a nationwide program and many of the improper practices are used in all of Comcast's markets. The Attorney General's Office brought these issues to Comcast over a year ago, but the company didn't begin to make changes until recently — on the verge of this litigation.

"This case is a classic example of a big corporation deceiving its customers for financial gain," Ferguson said. "I won't allow Comcast to continue to put profits above customers — and the law."

7. The Washington AG lawsuit describes classic Comcast deceptive business dealings. In an effort to get its customers to sign up for its Service Protection Plan (the "SPP") the Company claimed that one would not pay for any service call related to any wiring issues inside one's home, labelling the coverage "comprehensive". Actually, the coverage was very limited and did not apply to wiring inside the walls of a home. Nor did it cover any repairs to customer owned

equipment. The Company claimed it also covered a tech visit to address any Comcast equipment outside the home, although this was already covered under the basic agreement. Approximately 500,000 Washington customers bought the plan, paying Comcast \$73 million. In addition, Comcast charged many customers fees for the repair of Comcast equipment, when it had no right to do so. Finally, the Company demanded deposits from new customers to avoid a credit check but wrongfully ran credit checks anyway. The AG seeks restitution from Comcast of \$100 million.

8. Having engaged in deceptive and unfair trade practices as a core component of its business, Comcast has now targeted former customers, who no longer have any business relationship with Comcast. Comcast has illegally accessed former customers' bank accounts months or years after the end of any business relationship between the parties and absconded with funds on deposit.

9. In the Plaintiff's case, his step-father was a Comcast customer who died in 2014. The Comcast account was cancelled shortly thereafter. However, in 2016 Comcast illegally began to make recurring automatic fund withdrawals from the subject trust bank account (that had been used to pay the Comcast bill up until 2014), despite the fact that the business relationship between the parties had ended *years before* and the decedent owed nothing to Comcast.

10. When Plaintiff called Comcast to complain of the charges made in 2016 to the aforementioned bank account, Comcast refused to address Plaintiff's grievance, on the ground that there was no active account for years, and therefore no business relationship.

11. Plaintiff seeks damages for himself and the Class as defined below and an injunction to prevent Comcast from absconding with further funds from former customers.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the subject matter of this action as to the Electronic Fund Transfer Act (“EFTA”) claims pursuant to 15 U.S.C. § 1693m(g) and 28 U.S.C. § 1331. Jurisdiction also exists under 28 U.S.C. § 1332(d), the Class Action Fairness Act. Plaintiff’s citizenship (New York) is different from that of Comcast Corp. which is incorporated in Pennsylvania and has its corporate headquarters there as well, and different from that of Comcast Communications, LLC, which is wholly-owned by Comcast Corp., is headquartered in Philadelphia, Pennsylvania, and is a citizen of Pennsylvania. The amount in controversy exceeds the sum of \$5,000,000, as Comcast has over 22 million cable TV subscribers, of whom millions have discontinued service during the relevant period(s), and (as may be inferred from the widespread nature of defendants’ previous billing schemes) have been subjected to unauthorized post-contract billings in amounts totaling many millions of dollars.

13. There is complete diversity between Plaintiff and Defendants and in addition, Plaintiff’s request for injunctive relief has a value or cost in excess of \$75,000, exclusive of fees or costs.

14. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2) because Defendants reside in this district, and this is the District in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated. The Defendants regularly transacted and continue to transact business in this district.

15. This Court has *in personam* jurisdiction over the Defendants because, *inter alia*, Defendants have continuously transacted business in this district over many years; maintained continuous and systematic contacts in this district prior to and during the class period; and purposefully availed itself of the benefits of doing business in this district.

PARTIES

16. Plaintiff Keven Danow is an individual and a resident and citizen of New York. He is the Trustee of the Morris Hitzig Revocable Living Trust. Morris Hitzig, (the “Decedent”) died in 2014. Decedent had a contract with Comcast to deliver television services to Decedent. Upon Decedent’s death, that contract was duly terminated. Plaintiff has not been able to recoup money subtracted from the account at issue, and has suffered real and concrete harm.

17. Defendants operate as media and technology companies providing cable television, telephone and internet services. Their executive offices are located at One Comcast Center, 1701 JFK Boulevard, Philadelphia, PA 19103.

FACTUAL ALLEGATIONS

18. This lawsuit concerns Defendants’ unlawful and improper deductions of money from non-customers by charging their bank accounts long after any business dealings between the parties had terminated. Decedent’s contact with Comcast was terminated by Plaintiff shortly after Decedent’s death in 2014. Yet in 2016 Comcast began automatically deducting funds from the trust account on a recurrent basis illegally.

19. Defendant routinely engages in deceptive and unfair business conduct to extract money from customers to which it is not entitled. Comcast is now targeting former customers who have no business relationship with Comcast. Further, Comcast attempts to insulate itself from addressing the wrongdoing by refusing to assist anyone who is not a current customer, despite the fact that Comcast is absconding with funds from former customers.

20. Many complaints and reports about billing former customers show that Plaintiff is not alone in being victimized in this way, and these create an inference that this unfair practice is widespread and of long duration. These complaints and reports include:

a. An article in *The Consumerist* as early as 2009 entitled, “What, You Expect Comcast To Stop Billing You Just Because You Canceled Your Account?”

b. In 2015, one customer complained: “***After I cancelled***, and received a voicemail back from one representative confirming so this past February, ***the company continued to bill us for monthly service for several more months*** although we'd already cancelled, already switched to Dish Internet via satellite. Comcast took a \$19.95/month service arrangement with us and managed to run it up several hundred dollars in wrongful Internet data usage charges, ***then continued months after cancellation***. When they were done, they placed it in collection and on my credit, which has damaged my credit rating and caused me difficulty. I want to get this matter resolved with Comcast once and for all.”

c. Another customer related a similar distressing story in late 2015: “Cancelled service 11/2/2012, as we moved; I have emails to/from Comcast rep regarding our move and cancellation of services. Comcast rep instructed me where to return equipment, which I did on 11/8/2012 (I have receipt for return). ***We continued to receive bills***, which entailed a slew of emails & phone calls back & forth with Comcast...”

d. Yet another customer reported in October 2015: “I have had difficulty getting Comcast to cancel my service and to stop billing me for service three months after I requested cancellation and turned in their equipment.”

e. A Washington state consumer lamented in 2014 that she could not escape Comcast billing: “2 accounts were active to the same apartment (room mates). ***I closed out in June and equipment was returned but Comcast is still billing for service*** and equipment even though service was canceled and equipment returned. Comcast employees are very rude and unhelpful customer service reps that refuse to do anything or even get a supervisor and then hang up on you.”

f. An article in Philly.com in 2015 entitled, “Comcast & The Attack of the Zombie Bills” reported similar practices, with one customer complaining: “I returned all my Comcast equipment and cancelled all of my service in November. ***Comcast owes me money. Instead, I am billed monthly and Comcast now believes that I owe them more than \$600.***”

21. This is but a small sample of the multitude of complaints that show Plaintiff is only one of many customers being victimized.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings this action as a class action pursuant to Rules 23(a) and (b)(2) and 23(b)(3) of the Federal Rule of Civil Procedure, seeking actual and statutory damages under federal law, specifically the EFTA; relief under state consumer protection statutes; injunctive relief; and relief under the common law on behalf of himself and all members of the Class.

23. The “Class” consists of all former Comcast customers who have had their bank accounts accessed by Comcast and were charged fees, when the former customers had no outstanding balance owed to Comcast. The class period is the longest permissible by law under the various statute(s) setting limitations. The New York Sub-Class consists of all New York

residents who had their bank accounts so charged and asserts claims pursuant to the New York General Business Law, § 349.

24. The Class for whose benefit this action is brought are so numerous that joinder of all members is impracticable. While the exact number and identities of the persons who fit within each proposed class are presently unknown, given Comcast's over 22 million subscribers, and the millions who have terminated contracts in recent years, it may well number in the many thousands of persons; the exact number can be ascertained from Defendants' records.

25. Common Questions Predominate: This action involves common questions of law and fact to the Class because each Class Member's claim derives from the same allegedly unlawful action. The common questions of law and fact involved predominate over questions that affect only Plaintiff or individual Class Members. Thus, proof of a common or single set of facts will establish the right of each member of the Class to recover.

26. Among the questions of law and fact common to the Class are:
- a. Whether Defendants' actions violated the EFTA;
 - b. Whether Defendants unlawfully accessed and charged the accounts of non-customers' fees to which it was not entitled;
 - c. Whether Defendants refused to address the complaints of such non-customers;
 - d. Whether Defendants engaged in common course of conduct complained of herein;
 - e. Whether Defendants' actions constitutes a deceptive or unfair practice; and

f. Whether, and to what extent, injunctive relief should be imposed on Defendants to prevent such conduct in the future.

27. Typicality: Plaintiff's claims are typical of the Class because Defendants' allegedly unlawful actions concern the same business practices described herein. Thus, Plaintiff and Class Members sustained the same injuries and damages arising out of Defendants' conduct in violation of law. The injuries and damages of each Class Member were caused directly by Defendants' wrongful conduct in violation of law as alleged herein.

28. Adequacy: Plaintiff will fairly and adequately protect the interests of all Class Members because it is in his best interests to prosecute the claims alleged herein to obtain full compensation he is due for the illegal conduct of which he complains. Plaintiff also has no interests that conflict with or are antagonistic to the interests of Class Members. Plaintiff has retained highly competent and experienced class action attorneys to represent their interests and that of the Class. No conflict of interest exists between Plaintiff and Class Members because all questions of law and fact regarding liability of Defendants are common to Class Members and predominate over the individual issues that may exist. Plaintiff and his counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware of their fiduciary responsibilities to the Class Members and are determined to diligently discharge those duties by seeking the maximum possible recovery for the Class Members.

29. Superiority: There is no plain, speedy, or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by members of the Class will tend to establish inconsistent standards of conduct for Defendant, and result in the impairment of Class Members' rights and disposition of their interests through actions to which they were not parties. Class action treatment will permit a large number of similarly situated persons to prosecute

their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the Class may be relatively small, the expenses and the burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action.

30. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

31. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

CLAIMS ALLEGED

COUNT I VIOLATION OF THE ELECTRONIC FUND TRANSFER ACT (EFTA) (15 USC § 1693 *et seq.*) (On Behalf of All Class Members)

32. Plaintiff realleges and incorporates by reference all previous allegations of the Complaint as if they were set forth in full herein.

33. The EFTA is federal consumer law aimed at “provid[ing] a basic framework [to] establish the rights, liabilities, and responsibilities of participants in electronic fund transfer systems.” 15 U.S.C. § 1693e. An “electronic fund transfer” is defined as “any transfer of funds . . . which is initiated through an electronic terminal, telephonic instrument, or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account.” 15

U.S.C. § 1693a(6). Electronic fund transfers include, *inter alia*, point-of-sale transfers, automated teller machine transactions, direct deposits or withdrawals of funds, and transfers initiated by telephone. *Id.*

34. A “[f]inancial institution” is defined as “a bank, savings association, credit union, or any other person that directly or indirectly holds an account belonging to a consumer, or that issues an access device and agrees with a consumer to provide electronic fund transfer services.” 15 U.S.C. § 1693a.

35. Pursuant to section 1693m “any person who fails to comply with any provision of this title with respect to any consumer . . . is liable to such consumer . . .” 15 U.S.C. § 1693m.

36. An “unauthorized electronic fund transfer” is defined by the statute as “an electronic fund transfer from a consumer's account *initiated by a person other than the consumer without actual authority to initiate such transfer and from which the consumer receives no benefit.*” 15 U.S.C. § 1693a(11) (emphasis added).

37. The statute's implementing regulations, known as “Regulation E” and codified at 12 C.F.R. section 205 *et seq.*, note that “the person that obtains the authorization” for a preauthorized electronic funds transfer *is required to obtain a signed or similarly authenticated authorization from the consumer* and is required to provide a copy of this authorization to the consumer. 12 C.F.R. § 205.10(b) (emphasis added).

38. The Official Staff Interpretations (“OSI”) of Regulation E expressly state that for “authorization obtained by a third party . . . the account-holding financial institution does not violate the regulation when a third-party payee fails to obtain the authorization in writing or fails to give a copy to the consumer, *rather it is the third-party payee that is in violation of the regulation.*” (emphasis added). Regulation E, Supp. I, Part 10(b).

39. Defendants failed to secure authorization from Plaintiff for the recurring deductions, in violation of the EFTA and its implementing regulations. The same misconduct affected all class members.

40. In light of the above, Plaintiff asserts a claim for himself and all similarly affected class members under the private civil action provisions of the EFTA, 15 U.S. Code § 1693m

COUNT II
UNJUST ENRICHMENT AND RESTITUTION
(On Behalf of All Class Members)

41. Plaintiff realleges and incorporates by reference all previous allegations of the Complaint as if they were set forth in full herein.

42. This claim asserts that it is unjust to allow Defendants to retain profits from their deceptive, misleading, and unlawful conduct alleged herein.

43. As a result of the of the actions by Defendants, Defendants received benefits under circumstances where it would be unjust to retain those benefits.

44. Defendants have knowledge or an appreciation of the benefit conferred upon them by Plaintiff and the Class Members.

45. Equity demands disgorgement of Defendants' ill-gotten gains. Defendants will be unjustly enriched unless Defendants are ordered to disgorge those profits for the benefit of Plaintiff and the Class.

46. Plaintiff and the class members are entitled disgorgement of the unjust benefits received by Defendants.

COUNT III
VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW FOR DAMAGES, AN
INJUNCTION, A DECLARATORY JUDGMENT AND ATTORNEYS' FEES

(On Behalf of the New York Sub-Class)

47. Plaintiff realleges and incorporates by reference all previous allegations of the Complaint as if they were set forth in full herein.

48. Defendants' conduct as alleged herein violated the New York General Business Law, § 349. Among other things, Section 349 prohibits conduct that tends to deceive consumers, and unsuspecting consumers may well be deceived by an unexpected bill, and may not even notice it in time to seek its cancellation by their banks. An act or practice may be deceptive or unfair under Section 349, irrespective of a defendant's good faith or intent to deceive.

49. Section 349 authorizes a private action by Plaintiff and the Sub-Class for damages. Plaintiff and the Sub-Class seek compensatory damages for their injuries.

50. In addition, the Section 349 authorizes Plaintiff and the Sub-Class to seek injunctive relief to stop this practice where the Defendants abuse innocent non-customers by unlawfully absconding with their funds. Accordingly, Plaintiff seeks to permanently enjoin these unlawful, deceptive practices on behalf of himself and the Sub-Class.

51. In addition, Section 349 authorizes Plaintiff and the Class to seek a declaratory judgment that the unlawful actions alleged herein where the Defendants deceive innocent non-customers violates the statute. Accordingly, Plaintiff seeks a declaratory judgment declaring that these unlawful, deceptive practices on behalf of himself and the Sub-class are violative of the statute.

52. Under Section 349, Plaintiff and the Sub-Class are entitled to: (1) damages; (2) an injunction; (3) a declaratory judgment; and (4) attorney's fees and the costs of this action as provided by the New York General Business Law.

COUNT IV
CONSUMER STATUTES OF THE OTHER STATES
(On Behalf of the Nationwide Class)

53. Plaintiff realleges and incorporates by reference all previous allegations of the Complaint as if they were set forth in full herein.

54. In taking the actions that Defendants took, it has violated the consumer laws of the all states in which Class members reside. Such consumer laws substantially resemble each other.

55. As a result of Defendants' wrongful conduct, Plaintiff and the Class were damaged.

56. Plaintiff and the Class are entitled to damages in an amount to be proved at trial.

REQUEST FOR RELIEF

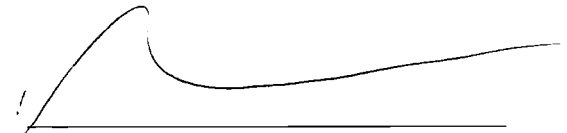
WHEREFORE, Plaintiff requests that the Court:

1. certify this action as a class action; and that Plaintiff be designated the class representative; and his counsel as class counsel;
2. award plaintiff and the class compensatory and statutory damages as proved at trial with pre-judgment interest as appropriate;
3. award punitive damages as appropriate;
4. award the costs of the action, including counsel fees;
5. compel the Defendants to disgorge the amounts by which they were unjustly enriched;
6. declare that that the Defendants' conduct violates the New York General Business Law and the consumer laws of the other states which are similar or identical to New York;
7. enter an injunction preventing Defendants from effecting any further violations of the law;
8. award attorneys' fees and reimbursement all costs incurred in the prosecution of this action; and
9. grant such other relief as this Court deems just and proper.

Dated: _____

Dated: 11/17/16

RYAN & MANISKAS, LLP



RICHARD A. MANISKAS
KATHARINE M. RYAN

995 Old Eagle School Road, Suite
311
Wayne, PA 19087
Telephone: (484) 588-5516
Facsimile: (484) 450-2582
E-mail: rmaniskas@rmclasslaw.com

Of Counsel:

Laurence D. Paskowitz
THE PASKOWITZ LAW FIRM P.C.
208 East 51st Street, Suite 380
New York, New York 10022
212- 685-0969
212-685-2306 (fax)
classattorney@aol.com

Roy L. Jacobs
ROY JACOBS & ASSOCIATES
420 Lexington Avenue Suite 2440
New York, NY 10170
212- 867-1156
212-504-8343 (Fax)
rjacobs@jacobsclasslaw.com

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Comcast Illegally Accessed Customers' Bank Accounts](#)
