

## COMPREHENSIVE UPDATED FORMAL COMPLAINT AGAINST BRIGHTSPEED

**To:** Federal Communications Commission (FCC) Better Business Bureau (BBB) Missouri Attorney General's Office Missouri Public Service Commission (MO PSC) (Additional relevant regulatory bodies as applicable)

**From:** Bold Standard Co. ATTENTION Jonathan L Miller, Founder & Primary Operator Bold Standard Co.'s full address: [REDACTED] Bold Standard Co. phone # cell: [REDACTED] Email for Correspondence: [REDACTED]

**Regarding:** Brightspeed (Internet Service Provider) Account Number: [REDACTED] Brightspeed Ticket Number(s) for this issue: [REDACTED] Date Service Interruption Began: July 4th, 2025 Date of Initial Contact with Brightspeed regarding this issue: July 4th, 2025

**Date of This Modified Filing:** July 16, 2025

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### I. EXECUTIVE SUMMARY OF COMPLAINT:

I am filing this formal complaint against Brightspeed due to its **gross negligence, systemic communication failures, and a pattern of highly deceptive and bad-faith business practices**. These actions include a complete failure to notify me of payment issues or service interruption despite multiple failed attempts, explicitly reneging on a verbally agreed-upon compensation package, and engaging in deliberate stonewalling and denial of facts despite irrefutable evidence. **This complaint is being escalated to the Missouri Public Service Commission following Brightspeed's unsatisfactory response to a prior BBB complaint, which I have formally rejected, and as part of ongoing efforts to compel regulatory oversight.** Brightspeed's inadequate and deceptive 'investigation' of these issues, and their subsequent repudiation of commitments in a call related to a BBB complaint, strongly suggests evidence of wider, systemic harm to consumers. This misconduct has caused me profound spiritual loss and direct professional harm to my business, Bold Standard Co., a high-value investigative organization whose own foundational operations, managed by myself as its founder, were directly disrupted. This disruption has already accrued a minimum of \$ [REDACTED] in professional costs for July 4th and 5th, 2025, alone, and is actively increasing. Notably, Bold Standard Co. has a proven track record of compelling significant regulatory action: I am named the primary plaintiff in Missouri PSC Case # GC-2026-0007 against Spire gas company, and I am formally registered with the PSC's Electronic Filing and Information System (EFIS) for this case. The Office of Public Counsel (OPC) has also opened its own systemic investigation into Spire's practices, with Chief Counsel John Clizer personally seeking my approval to proceed. I possess legal audio recordings of all conversations with Brightspeed representatives and supervisors, and supporting payment history screenshots, which serve as conclusive evidence of their misconduct. As part of a comprehensive resolution, I demand a formal admission of fault and an apology from Brightspeed.

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## II. DETAILED CHRONOLOGY & BRIGHTSPEED'S FAILURES:

**Systemic Notification Failure Leading to Unnotified Service Interruption & Indicating Widespread Harm:** Brightspeed, a fundamental communications company, failed its core duty to communicate critical account information. Despite Brightspeed having my correct and verified email address and phone number on file (as confirmed by their own representatives on recorded calls), I received ZERO notifications regarding an upcoming payment due, failed payment attempts, or an impending service interruption. Crucially, my Brightspeed online account payment history (see attached screenshots labeled "Brightspeed Payment History - Multiple Attempts No Notification") clearly demonstrates a pattern of Brightspeed's system repeatedly attempting to run payments for \$[REDACTED] multiple times within the same billing cycle (e.g., multiple attempts in April, May, June, and July 2025) using various cards (Visa/MasterCard). Despite these multiple attempts, I received absolutely no notification of any processing errors or payment rejections. Brightspeed's own internal records, as admitted by multiple Brightspeed representatives/supervisors on recorded calls, explicitly show "no record of notification" being sent to me regarding this specific payment issue. This demonstrates a severe systemic flaw in Brightspeed's notification protocols that, based on this documented pattern and their internal responses, strongly suggests widespread harm to other customers experiencing similar unnotified disconnections due to ignored failed payment attempts. This consistent failure directly led to an unannounced service disconnection on [July 4th, 2025].

**Profound Spiritual and Professional Impact Resulting from Brightspeed's Negligence (Quantified):** This unnotified service interruption directly prevented me from conducting my daily Holy Bible study YouTube live stream. This has been a consistent spiritual commitment (Sun-Fri since January 2025, typically at 9 AM Central Time), and its disruption due to Brightspeed's negligence caused me profound spiritual loss. Furthermore, this unannounced outage inflicted direct professional harm and significant disruption to my business, Bold Standard Co. (located in [REDACTED]). As the founder, I am the primary operator and client of Bold Standard Co.'s foundational operations. My business, a high-value investigative organization, relies heavily on consistent internet presence for its core functionality, content delivery, and audience engagement. The inconsistency and unreliability caused by Brightspeed's gross negligence has directly undermined Bold Standard Co.'s ability to operate, negatively impacting its professional continuity, reputation, and mission delivery. **Quantified Professional Damages:** This issue forced my engagement on a critical holiday weekend (July 4th and 5th, 2025). My time, as founder and primary operator of a high-value investigative organization, is valued at \$[REDACTED]/hr for regular work, and \$[REDACTED]/hr (3X emergency rate) for emergency representation on holidays. For Friday, July 4th, 2025, approximately 8 hours were already spent (from 7 AM to 3:25 PM CDT, and ongoing) on this critical, forced emergency issue, quantifying to \$[REDACTED] (8 hrs x \$[REDACTED]/hr). I anticipate at least another 8 hours will be required on Saturday, July 5th, 2025, for email generation, correspondence, and notifying all proper regulatory agencies, adding a minimum of \$[REDACTED] in further costs (8 hrs x \$[REDACTED]/hr). This brings the minimum quantifiable professional cost for Friday and Saturday of this holiday weekend to \$[REDACTED]. Additionally, Bold Standard Co. has incurred 24 more hours of work at

\$[REDACTED]/hr, totaling an additional \$[REDACTED], related to this issue since July 5th, 2025. This also includes any additional hours previously spent troubleshooting, on calls, documenting, and preparing prior to today, at my standard rate unless otherwise specified as emergency. Aggravated Inconvenience (Holiday Weekend Disruption - Charged at 3X Rate): The fact that this critical disruption forces me to dedicate significant personal/rest time during the entire holiday weekend (July 4th and 5th, 2025) to business recovery and complaint management at my emergency rate of \$[REDACTED]/hr, significantly aggravates the professional impact and justifies the escalated cost.

**Brightspeed's Pattern of Deceptive Practices, Broken Promises, and Stonewalling (through July 4, 2025):** Verbal Agreement & Bait-and-Switch: On [July 4th, 2025], a Brightspeed supervisor (Lindy Lou) verbally offered and explicitly agreed to three (3) months of internet service as compensation for their documented failures. This agreement was clearly made on a legally recorded call. Subsequent Denial & Attempt to Renegotiate in Bad Faith: In a later conversation on [July 4, 2025], a different Brightspeed supervisor (Shai) directly denied this prior, recorded agreement, claiming there was "no record of that," and attempted to unilaterally reduce the compensation to a mere 1 month of service. This is a blatant "bait-and-switch" and a clear act of bad faith and corporate deception. Refusal of Written Confirmation: Throughout multiple discussions with various representatives and supervisors, Brightspeed consistently refused to send any email confirmation detailing any compensation offer, even after verbally agreeing to a resolution. They made vague promises of a "follow-up email" that has not materialized, demonstrating a deliberate lack of transparency and an intent to avoid written accountability. Disregard for Evidence, Customer Rights, and Systemic Issue Resolution: Brightspeed personnel dismissed my explicit statements about possessing legal audio recordings (which clearly show their admissions and broken promises), and completely ignored my stated intent to file formal complaints. The latest supervisor explicitly stated that prior agreements "didn't matter" and that they were "setting new expectations," which is an unacceptable attempt to invalidate a legitimate, recorded agreement. This demonstrates a pervasive pattern of internal unaccountability, external stonewalling, and a failure to genuinely investigate or address systemic issues that likely affect numerous other consumers.

### **III. FURTHER EVIDENCE OF GROSS NEGLIGENCE & DECEPTION (Post-Initial Complaint Filing – July 10, 2025):**

**Following the initial drafting of this complaint and the filing of a BBB complaint, an unscripted and pivotal phone call occurred on July 10, 2025, with a Brightspeed customer service representative in response to my BBB complaint. This call provides further damning insights into Brightspeed's internal chaos and deceptive practices, confirming the pervasive nature of their misconduct:**

- **"Notes, But No Record" & Data Integrity Issues:** The representative admitted to having internal notes about my previous calls, yet startlingly claimed there were **"no record of the calls" themselves**. This raises serious questions about Brightspeed's data retention policies, call logging integrity, and potential regulatory compliance violations regarding customer interactions.

- **Systemic Broken Promises - Live Confirmation & Refusal of Damages:** Despite a previous supervisor's explicit promise of 3 months of service, this representative flatly stated that, regardless of what was said, he "**would have never gave me or agreed to" such compensation.** Critically, he also explicitly stated Brightspeed would **automatically not pay any damages for service interruption or suspension, even without notification, claiming it was "per company policy."** This is a direct, on-camera repudiation of a prior agreement and damning evidence of Brightspeed's internal disarray and deceptive practices.
- **Persistent Refusal for Written Summary:** Despite my repeated requests (three times) for a detailed written summary of our conversation, the representative **expressly refused to provide it,** mirroring Brightspeed's consistent pattern of avoiding written commitments and accountability.
- **Unqualified for Regulatory Concerns (Live Admission):** When pressed on crucial regulatory issues, including Customer Proprietary Network Information (CPNI) compliance and proper notification around account suspensions, the representative explicitly stated, live on camera, that they were **unsure of their qualifications to address such serious matters,** only vaguely promising to "look into it." This highlights a profound systemic failure in Brightspeed's training and preparedness for handling critical customer data and regulatory issues.

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#### IV. IRREFUTABLE EVIDENCE:

I possess the following **irrefutable evidence** pertaining to this ongoing issue:

- **Legal Audio Recordings:** Legal audio recordings of all conversations with Brightspeed representatives and supervisors, **including the critical July 10, 2025, call.** These recordings prove Brightspeed's admissions regarding "no record of notification" for payment issues and the 3 failed payment attempts without alert. They also prove the explicit verbal agreement for 3 months service, Brightspeed's subsequent denial, their refusal to send written confirmation, their explicit refusal to pay damages, and their overall pattern of deceptive practices and lack of accountability.
- **Brightspeed Account Payment History Screenshots:** Multiple screenshots from my Brightspeed online account payment history, labeled "Brightspeed Payment History - Multiple Attempts No Notification". These images visually confirm Brightspeed's system repeatedly attempted to process payments multiple times within single billing cycles (e.g., April, May, June, and July 2025), without ever sending me a notification of any failed attempt or payment processing error. This directly substantiates the claim of a systemic notification failure and gross negligence.
- **Exhibit: Summaries of Brightspeed Calls with Video Links (July 4 & July 10, 2025):** This comprehensive exhibit (to be filed as a separate attachment) provides detailed summaries of all four critical phone calls, including the July 10, 2025, call. Each summary includes a direct YouTube link to the full video recording of the call, offering irrefutable, public evidence of Brightspeed's misconduct.

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## V. WHAT THE EVIDENCE SUGGESTS:

Based on the irrefutable evidence presented, Brightspeed's actions demonstrate a clear pattern of:

- **Systemic Failure in Customer Notification:** Brightspeed failed its fundamental duty to communicate critical account information, including payment issues, failed payment attempts, and impending service interruptions, despite having accurate contact information. This points to a significant, systemic flaw in their notification protocols that likely impacts numerous customers.
- **Breach of Agreement and Deceptive Business Practices:** Brightspeed explicitly reneged on a verbally agreed-upon compensation package, as captured on recorded calls. Their consistent refusal to provide any written confirmation of agreements further suggests a deliberate pattern of bad-faith and deceptive business practices, aimed at avoiding accountability.
- **Corporate Unaccountability and Data Integrity Issues:** Brightspeed representatives admitted to having only "notes" but "no record" of calls, raising serious concerns about their data retention policies, call logging integrity, and potential non-compliance with regulatory record-keeping requirements. Their explicit policy of refusing to pay damages, even when at fault, reinforces a stance of corporate unaccountability.
- **Lack of Regulatory Preparedness and Compliance:** Brightspeed personnel demonstrated a profound lack of understanding and preparedness regarding crucial regulatory issues, including Customer Proprietary Network Information (CPNI) compliance and proper notification procedures for account suspensions. This highlights a systemic failure in their training and adherence to established regulatory standards.
- **Aggravated Harm to the Complainant:** The timing of the service disruption on a critical public holiday weekend, forcing the engagement of emergency professional hours, significantly aggravated the financial, professional, and spiritual harm incurred by Bold Standard Co. and its founder.

In summary, the evidence strongly suggests Brightspeed is operating with gross negligence, systemic operational failures, and a pattern of deceptive and bad-faith conduct that likely extends beyond this individual case, warranting thorough regulatory investigation and intervention.

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## VI. DESIRED RESOLUTION:

I demand the following comprehensive resolution for Brightspeed's gross negligence, systemic failures, and deceptive practices:

1. **Brightspeed must formally admit fault and negligence** for the service interruption caused by its systemic notification failure, and issue a formal apology for the distress and harm inflicted.
2. **Brightspeed must immediately honor the original verbal agreement** for three (3) months of internet service credit, applied as an immediate bill credit, with no future obligations or contingencies.
3. **Brightspeed must immediately waive and/or refund ALL late fees and any reconnection fees** associated with this incident.
4. **Brightspeed must provide substantial additional compensation of \$[REDACTED]**, which includes the minimum \$[REDACTED] for July 4th & 5th, **plus the documented 24 additional hours of work at \$[REDACTED]/hr (\$[REDACTED]) and any other damages**, for the profound spiritual loss, the direct professional harm to Bold Standard Co., the significant time, effort, and emotional distress incurred due to Brightspeed's gross negligence and deceptive conduct, and the aggravation of this issue occurring on a public holiday weekend. This compensation should also account for their explicit refusal to pay damages despite their own fault.
5. **Brightspeed must send a clear, detailed email confirmation** of this entire resolution to [REDACTED], explicitly outlining all agreed-upon terms, the waiver of fees, the specific application of all compensation, and the formal admission of fault and apology.

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## VII. CONCLUSION:

This is far beyond a simple billing dispute; it is a clear-cut case of a major communications company failing its core function, exhibiting gross negligence, and engaging in deliberate deception and bad faith. Their failure to genuinely investigate or address systemic issues that impact customers broadly is unacceptable. As the founder of Bold Standard Co., a high-value investigative organization specifically dedicated to exposing these "hidden games" and fostering consumer accountability, I am particularly motivated to ensure Brightspeed is held to a higher standard. Our organization has a demonstrated history of successfully prompting and guiding multi-agency regulatory investigations into utility companies: I am the primary plaintiff in Missouri PSC Case # GC-2026-0007 against Spire gas company, where I am formally registered with the PSC's EFIS, and my unmatched investigative skills have also led the Office of Public Counsel (OPC) to open its own systemic investigation into Spire's practices. Chief Counsel John Clizer of the OPC has personally contacted me for approval to move forward with this systemic inquiry. I expect a prompt, comprehensive, and just resolution from Brightspeed, as mandated by the regulatory bodies to whom this complaint is being submitted.

Sincerely, Bold Standard Co.

By: Jonathan Miller, Founder & Primary Operator

**Date: July 16, 2025**

