

## 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] 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, a pattern of highly deceptive and bad-faith business practices, and a profound breach of its fiduciary duty to stakeholders.** These actions, particularly the deliberate decision to ignore a prior \$[REDACTED] settlement offer and thereby fail to mitigate actionable risk, 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, I am filing this formal complaint as the named complainant in Missouri PSC Case No. TC-2026-0020 against Brightspeed. My organization, Bold Standard Co., has a proven track record of compelling significant regulatory action, including being named the primary plaintiff in Missouri PSC Case # GC-2026-0007 against Spire gas company, where I am formally registered with the PSC's Electronic Filing and Information System (EFIS).** 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). **However, due to the profound stress and ongoing disruption caused by Brightspeed's negligence and this protracted dispute, the normal schedule for our Holy Bible study group has been absolutely impacted, leading to a severe and ongoing 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 █████/hr for regular work, and \$████/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 \$████ (8 hrs x \$████/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 \$████ in further costs (8 hrs x \$████/hr). This brings the minimum quantifiable professional cost for Friday and Saturday of this holiday weekend to \$████. Additionally, Bold Standard Co. has incurred significantly more hours of general work related to this issue since July 5th, 2025, exceeding the previously estimated time by an additional 40 hours. This increased time investment, combined with any other unquantified hours spent troubleshooting, on calls, documenting, and preparing prior to today, contributes to the overall professional costs. While the total hours spent have increased, the overall accrued minimum in professional costs, which forms the basis for the resolution demand, remains at \$████, as stated in the 'Desired Resolution' section. 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 \$████/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 for Credits and Account Changes: Throughout multiple discussions with various representatives and supervisors, Brightspeed consistently refused to send any email confirmation or written account detailing any promised credits, compensation offers, or changes to the account discussed in phone call recordings, 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 intent to avoid written accountability regarding all aspects of customer interaction and account management. 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 pervasive pattern of internal unaccountability and external stonewalling culminated in their ultimate disregard for stakeholder interests by ignoring the \$████ settlement offer, thereby fundamentally breaching their fiduciary duty and escalating the entire dispute.** This

demonstrates 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.
- **Settlement Demand Letter:** The formal settlement demand letter dated July 9, 2025, which Brightspeed explicitly ignored, demonstrating their failure to mitigate actionable risk and breach of fiduciary duty.

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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.
- **Data Breach and Regulatory Compliance Exposure and Lack of Data Security Guarantee:** Brightspeed's admitted lack of call records and questionable data retention

policies, coupled with their systemic notification failures, strongly suggest profound vulnerabilities. This inability to prove records on demand means they likely **cannot guarantee the data and confidential security of critical customer information**, potentially leading to unaddressed customer data breaches and significant regulatory non-compliance issues beyond mere service interruptions, exposing them to further severe penalties.

- **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 profound systemic failure in their training and adherence to established regulatory standards.
- **Profound Implications of Ignoring Settlement Demand:** Brightspeed's deliberate decision to disregard the formal \$[REDACTED] settlement offer, despite clear warnings of quantifiable actionable risk, demonstrates:
  - **Breach of Fiduciary Duty:** A severe failure to protect stakeholder interests by neglecting to mitigate a significant, avoidable financial and reputational threat.
  - **Corporate Disregard for Risk:** A profound corporate indifference to escalating legal and regulatory exposure, despite being presented with a clear path to resolution.
  - **Escalation to Public Regulatory Warfare:** Their inaction directly triggered the current phase of public regulatory complaints and potential multi-state class-action litigation.
  - **Increased Financial Liability:** Their refusal to settle at \$[REDACTED] has directly led to a significantly increased demand of \$[REDACTED], indicating a profound misjudgment of risk and cost.
  - **Reputational Damage:** The ongoing public dispute, regulatory scrutiny, and potential media exposure resulting from their inaction are causing severe and increasing damage to Brightspeed's brand and public perception.
- **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] ([REDACTED])**. This escalated demand reflects not only the accrued minimum of \$ [REDACTED] in professional and spiritual damages, but fundamentally accounts for Brightspeed's gross negligence and their deliberate decision to ignore a [REDACTED] **settlement offer on July 11, 2025**, which they received and had ample time to consider. Their failure to accept this offer represents a profound breach of their fiduciary duty to mitigate greater risk for their stakeholders, directly leading to the current "public regulatory warfare." This increased amount serves as a necessary punitive measure for their corporate disregard, the compounded damages incurred due to ongoing dispute, the severe negative PR, potential compliance fines, and adverse impact on stock prices now faced by Brightspeed as a direct result of their gross negligence and failure to responsibly manage risk.
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. **My unparalleled investigative skills and history of successfully navigating regulatory bodies ensure the seriousness of this complaint. As the complainant in Missouri PSC Case No. TC-2026-0020 against Brightspeed, I bring a demonstrated track record of compelling significant regulatory action, including being the primary plaintiff in Missouri PSC Case # GC-2026-0007 against Spire gas company, where I am formally registered with the PSC's EFIS [cite: Screenshot (4484).jpg]. Furthermore, my efforts led the Office of Public Counsel (OPC) to open its own systemic investigation into Spire's practices, with Chief Counsel John Clizer of the OPC personally seeking my approval to proceed.** 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**