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10 **UNITED STATES DISTRICT COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

12 CONAL O'ROURKE, an individual;

13 Plaintiff,

14 v.

15  
16 COMCAST CORPORATION, a Pennsylvania  
Corporation; LAWRENCE SALVA, an  
17 individual; and DOES 1-20, unknown  
18 individuals;

19 Defendants.  
20  
21

Case Number: 5:14-cv-4637

**COMPLAINT  
(DEMAND FOR JURY TRIAL)**

- 1. **Violation of the Cable Communications Policy Act [47 U.S.C. §§ 551(c), 551(f)]**
- 2. **Defamation Per Se [Civ. Code § 44 et seq.]**
- 3. **Defamation Per Quod [Civ. Code § 44 et seq.]**
- 4. **Breach of Contract**
- 5. **Intentional Infliction of Emotional Distress**
- 6. **Unfair Business Practices [Bus. & Prof. Code § 17200 et seq.]**

22  
23 Conal O'Rourke ("Mr. O'Rourke" or "Plaintiff"), by and through his attorneys, Dhillon  
24 Law Group Inc., files this Complaint against Comcast Corporation ("Comcast"), Lawrence Salva  
25 ("Salva"), and DOES 1-20 ("Does") (collectively, "Defendants"), and alleges as follows:

26 **INTRODUCTION**

27 1. Conal O'Rourke brings this lawsuit because Comcast made deliberately false  
28 allegations about him to his employer, PricewaterhouseCoopers ("PWC"), in violation of state



1 and federal laws. Comcast's false and malicious allegations caused Mr. O'Rourke to lose his job,  
2 and suffer tremendous economic and emotional damages.

3         2. Mr. O'Rourke's story is both simple and chilling. After being overcharged by  
4 Comcast for months on end, receiving a shipment of almost \$2,000 worth of equipment that he  
5 had never ordered, and failing to get any help from Comcast's notoriously poor customer service,  
6 Mr. O'Rourke contacted the office of Comcast's top accountant, Controller Lawrence Salva. Mr.  
7 Salva's office had yet another customer service representative call him, who simply berated Mr.  
8 O'Rourke instead of helping him. Mr. O'Rourke called Mr. Salva's office back and complained  
9 about the "customer service" representative and the fact that Comcast had repeatedly failed to  
10 correct Mr. O'Rourke's billing issues. Mr. O'Rourke told Comcast that he was concerned that  
11 Comcast was suffering from accounting failures, and that Comcast should perhaps be  
12 investigated by the Public Company Accounting Oversight Board (PCAOB).

13         3. Within an hour after this second call, Mr. Salva personally called Joe Atkinson, a  
14 principal at Mr. O'Rourke's employer, PWC. Because Comcast pays more than \$30 million a  
15 year to PWC for consulting services, Mr. Atkinson took the call. Salva demanded that Mr.  
16 O'Rourke be fired from PWC, falsely claiming that Mr. O'Rourke had violated accounting ethics  
17 standards by using PWC's name as "leverage" in his "negotiations" with Comcast. At no point  
18 had Salva himself even spoken to Mr. O'Rourke, and at no point had Mr. O'Rourke mentioned  
19 his employment with PWC. Mr. O'Rourke believes that the Controller's office performed an  
20 online search after Mr. O'Rourke stated that Comcast should be investigated by the PCAOB, and  
21 learned that Mr. O'Rourke worked for PWC. Mr. O'Rourke was immediately subjected to an  
22 ethics investigation by his employer PWC. He was interviewed only once for about twenty  
23 minutes over the phone, and although he asked PWC repeatedly to obtain the recordings of his  
24 calls with Comcast, PWC did not. Instead, PWC fired him at the conclusion of the  
25 "investigation" and was not even permitted to read the internal Comcast email that contained the  
26 "proof" of his alleged ethics violation. Comcast destroyed Mr. O'Rourke's professional life.

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**THE PARTIES**

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2 4. Plaintiff Conal O'Rourke is an individual who, at all times relevant to the  
3 Complaint, lived and worked in San Jose, California.

4 5. Defendant Comcast is a corporation that, at all times relevant to the Complaint,  
5 was incorporated under the laws of the state of Pennsylvania, with its principal place of business  
6 in Philadelphia, Pennsylvania. Comcast is registered with the California Secretary of State and  
7 transacts business in California.

8 6. Defendant Salva is an individual who, at all times relevant to the Complaint,  
9 worked for Defendant Comcast in Philadelphia, Pennsylvania as Senior Vice President, Chief  
10 Accounting Officer, and Controller of Comcast. Upon information and belief, Defendant Salva  
11 lives in Pennsylvania.

12 7. Upon information and belief, Defendants Does 1-20 are individual employees of  
13 Comcast. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does  
14 1-20, inclusive, and therefore sues these defendants by these fictitious names. Plaintiff will  
15 amend this Complaint to allege their true names and capacities when ascertained.

16 8. Plaintiff is informed and believes and thereon alleges that at all times material to  
17 this Complaint, Defendants and each and every one of them, in addition to acting for himself,  
18 herself or itself, and on his, her or its own behalf individually, is and was acting as the agent,  
19 servant, employee and representative of, and with the knowledge, consent and permission of, and  
20 in conspiracy with, each and all of the Defendants and within the course, scope and authority of  
21 that agency, service, employment, representation and conspiracy. Plaintiff further alleges on  
22 information and belief that the acts of each Defendant were fully ratified by each and all of the  
23 other Defendants. Specifically, and without limitation, Plaintiff alleges on information and belief  
24 that the actions, failures to act, tortious conduct, and misrepresentations alleged herein and  
25 attributed to one or more of the specific Defendants were approved, ratified and done with the  
26 cooperation and knowledge of each and all of the Defendants.

27 9. The allegations of this Complaint stated on information and belief are likely to  
28 have evidentiary support after a reasonable opportunity for further investigation and discovery.

**JURISDICTION**

10. This court has federal question jurisdiction under 28 U.S.C. § 1331, because Plaintiff pleads a claim that arises under the laws of the United States, namely the Cable Communications Policy Act, 47 U.S.C. § 521 *et seq.* The court also has federal question jurisdiction under 47 U.S.C. § 551(f)(1) which explicitly provides that Plaintiff may sue in federal district court for any violation of that section.

11. This court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over Plaintiff's state law claims, because they form part of the same case or controversy under Article III of the United States Constitution as Plaintiff's federal claim.

12. This court has diversity jurisdiction of the state law claims under 28 U.S.C. § 1332(a), because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and all parties to this action are citizens of different states. Plaintiff is a citizen of California domiciled in San Jose, California. Defendant Comcast is a corporation that maintains business operations in Pennsylvania. Defendant Salva, on information and belief, is a citizen of Pennsylvania domiciled in Pennsylvania.

**VENUE**

13. Venue is proper in the United States District Court for the Northern District of California pursuant to 28 U.S.C. §§ 1391(b)-(c), because Plaintiff has resided in this district at all times relevant to these claims such that a substantial part of the events or omissions giving rise to the claims occurred in this judicial district. Furthermore, venue is proper because Defendants are subject to the Court's jurisdiction within this district, as they have sufficient minimum contacts within the district to subject them to personal jurisdiction.

**INTRADISTRICT ASSIGNMENT**

14. This Complaint is assigned to the San Jose Division pursuant to Civil Local Rules 3-2(c) and 3-2(e), because a substantial part of the events or omissions giving rise to the claims occurred in San Jose, Santa Clara County, California.

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1 **FACTUAL ALLEGATIONS**

2 **Conal O'Rourke was an Accomplished and Successful Professional**  
3 **Before Comcast's Misconduct**

4 15. Conal O'Rourke is an established and well-regarded professional with more than  
5 twenty years of experience in his profession. Until recently, Mr. O'Rourke had a job he loved at  
6 the prestigious accounting firm PricewaterhouseCoopers ("PWC"). Also until recently, Mr.  
7 O'Rourke was a Comcast subscriber. Although these two facts would appear at first to be  
8 unrelated, it was Mr. O'Rourke's business relationship with Comcast that led to the abrupt and  
9 wrongful termination of his employment with PWC.

10 16. In 2012, Mr. O'Rourke moved to California to begin working for PWC in San  
11 Jose. He had dreamed of moving to California for years, and was excited to begin a new job with  
12 such a prestigious and well-regarded firm.

13 17. Prior to his involvement with Comcast, Mr. O'Rourke was held in high regard by  
14 his employers and colleagues alike. Beginning in 2012, Mr. O'Rourke worked as a Senior  
15 Associate in the Learning and Development division at PWC. Mr. O'Rourke's reviews were  
16 overwhelmingly positive—he received an "exceeds expectations" rating on his last two reviews,  
17 and he looked forward to a long career with PWC. In the two years he worked at PWC, Mr.  
18 O'Rourke received several special bonus awards, and more than half-a-dozen commendations.

19 18. Before working at PWC, Mr. O'Rourke had remained at his last major employer,  
20 Accenture, for almost twenty years, where he worked in corporate controllership. Mr.  
21 O'Rourke's career at Accenture was similarly distinguished. Mr. O'Rourke received multiple  
22 awards for excellence, contribution and performance.

23 19. Mr. O'Rourke had never received any negative performance evaluations from  
24 PWC until Comcast interfered with his employment by making deliberately and maliciously  
25 false statements about Mr. O'Rourke to PWC.

26 **Mr. O'Rourke Becomes a Comcast Customer and is Routinely Overbilled**

27 20. Mr. O'Rourke's problems with Comcast began in February of 2013—the very  
28 month and year in which Mr. O'Rourke initially began receiving Comcast TV and internet

1 services at his home. From the very beginning, although Mr. O'Rourke was promised a nine-  
2 month promotional discount for premium channels, Mr. O'Rourke was overcharged for these  
3 services, and was also charged unauthorized fees for unactivated outlets and set-top boxes.

4 21. Comcast habitually misspelled Mr. O'Rourke's name as Mr. O'Kourke, making it  
5 difficult for him to receive his Comcast bills in a timely fashion, because the postal service  
6 would fail to deliver them. Ultimately, Mr. O'Rourke convinced the postal service to deliver  
7 mail to him that was addressed to "Mr. O'Kourke," after he was unable to convince Comcast to  
8 even correct the spelling of his name.

9 22. After Comcast failed to address Mr. O'Rourke's concerns over the phone, on May  
10 20, 2013, Mr. O'Rourke met with Comcast Assistant Manager Ryan Delerosa for the first time to  
11 address Comcast's pattern and practice of overcharging him. Although Delerosa assured Mr.  
12 O'Rourke that his billing problems would be addressed, they never were. Mr. O'Rourke  
13 followed up with Mr. Delerosa by leaving a voicemail message for him on August 14, 2013, but  
14 Mr. Delerosa never called him back, and Mr. O'Rourke continued to be overcharged by  
15 Comcast.

16 23. On October 28, 2013, frustrated with Comcast's ongoing billing issues, lack of  
17 responsiveness, and slow internet speed, Mr. O'Rourke attempted to cancel his Comcast service.  
18 As is true for many Comcast subscribers, his efforts proved fruitless. Instead, a Comcast  
19 representative promised that his billing issues would be resolved, and Mr. O'Rourke was  
20 provided with the Movie Channel for three months and a free DVR to compensate him for prior  
21 inconveniences. Despite the promises made by customer service, the billing department never  
22 followed up with Mr. O'Rourke to correct the prior errors on his bill, and he continued to be  
23 overcharged.

24 24. In addition to Comcast's continual failure to address Mr. O'Rourke's billing  
25 issues, in late November or early December of 2013, when Mr. O'Rourke was out of town,  
26 Comcast shipped Mr. O'Rourke twelve random pieces of Comcast equipment. Comcast then  
27 proceeded to charge Mr. O'Rourke almost \$2,000 in fees for equipment that he had neither  
28 requested nor wanted.

1           25.     On December 30, 2013, Mr. O'Rourke personally returned all twelve pieces of  
2 equipment to a Comcast office in San Jose. Comcast refunded Mr. O'Rourke the almost \$2,000  
3 in charges. On that same day, while at the San Jose office, Mr. O'Rourke also provided Comcast  
4 with a detailed spreadsheet summarizing the dozens of billing errors on his account. Mr.  
5 O'Rourke discussed the billing errors with an agent named Janet, and her manager, a Mr. Matt  
6 Dobilas. Despite the fact that Mr. O'Rourke discussed the billing errors and the spreadsheet with  
7 Mr. Dobilas in detail, and subsequently emailed Mr. Dobilas a copy of the spreadsheet and a  
8 total amount of money by which he was overcharged, the matter was never resolved.

9           26.     On January 11, 2014, Mr. O'Rourke forwarded by email a draft letter he intended  
10 to mail to Comcast's Controller to Comcast manager Matt Dobilas. Mr. O'Rourke obtained the  
11 Controller's contact information from Hoover.com, a website operated by Dun & Bradstreet that  
12 aggregates information about publically-traded companies and their executives. In the draft  
13 letter, he detailed his issues with poor Comcast customer service, hoping that Mr. Dobilas would  
14 appreciate the seriousness of the situation, and respond. Mr. Dobilas never did.

15           **Mr. O'Rourke is Shunted to Collections and Contacts Comcast's Controller**

16           27.     Curiously, shortly after Mr. O'Rourke sent Mr. Dobilas the letter of complaint he  
17 intended to send to Comcast's controller, he was contacted by Comcast's collections division on  
18 February 5, 2014, for allegedly being two months past due on his account. Mr. O'Rourke's  
19 account was not past due. Mr. O'Rourke patiently explained his account history to the Comcast  
20 collections employee to clarify that the account was not two months past due. However, the  
21 Comcast employee informed Mr. O'Rourke that he could not resolve the matter, and that Mr.  
22 O'Rourke would need to contact customer service again. Fearing that his credit would be  
23 damaged, Mr. O'Rourke resolved to contact Comcast's Controller.

24           28.     On February 6, 2014, the very next day, Mr. O'Rourke contacted the Comcast  
25 Controller's office and requested assistance with his account. He spoke to a Ms. Susan Pillar, and  
26 detailed his lengthy customer service and billing complaints, and Comcast's failure to remedy  
27 them despite promising to do so on more than a dozen occasions. By this time, Mr. O'Rourke  
28 had been a Comcast customer for almost a year, and had not received a single bill in which he

1 was correctly charged. Mr. O'Rourke also complained that Comcast representatives had failed to  
2 show up for several scheduled service appointments, without any explanation. Ms. Pillar offered  
3 to provide Mr. O'Rourke with a direct phone number for a person who could address his  
4 complaints, or to arrange for someone to call him. Mr. O'Rourke opted to have the representative  
5 contact him.

6 29. Instead of being contacted by a representative who could solve his problems, later  
7 on February 6, 2014, Mr. O'Rourke received a bizarre call from a woman named Evelyn, who  
8 eventually identified herself as being from Comcast. The call was similar to the various Comcast  
9 customer service calls that have been reported on extensively in 2014 in that it was hostile,  
10 unhelpful, and inappropriately aggressive.

11 30. Evelyn initiated the call by asking Mr. O'Rourke "How can I help you?" without  
12 introducing herself, explaining where she was calling from, or why she was calling. Mr.  
13 O'Rourke asked her why she was calling, and she then told him that she was calling about a  
14 missed appointment. Comcast had missed so many appointments with Mr. O'Rourke by that  
15 time that he had no idea which appointment Evelyn was referring to. When he began trying to  
16 explain the situation, and that his main concern was with billing problems, Evelyn began to  
17 berate him, claiming that the technician had kept "the appointment" (the date and time of which  
18 she never specified) and bizarrely demanding that Mr. O'Rourke tell her the color of his house  
19 (incidentally, he lives in an a condominium).

20 31. When Mr. O'Rourke tried to redirect her by pointing out that he had called with  
21 regard to billing complaints, Evelyn began to act even more agitated and angry. Instead of  
22 listening to Mr. O'Rourke, Evelyn demanded that Mr. O'Rourke "just answer the question"—  
23 about the color of his house. Mr. O'Rourke declined to do so, informed her that he was going to  
24 call the Controller's office again, and requested that Comcast "do its homework" before  
25 contacting Mr. O'Rourke again.

26 32. True to his word, also on February 6, 2014, Mr. O'Rourke called the Controller's  
27 office again. In addition to his prior complaints, he expressed frustration over Evelyn's  
28 unprofessional, unhelpful and angry diatribe.



1           33.     During this February 6, 2014 call to Comcast's Controller's office, Mr. O'Rourke  
2 raised concerns that Comcast had systemic accounting failures that prevented it from billing any  
3 of its customers properly. Mr. O'Rourke stated that because he had become aware from  
4 performing research online that many other customers were facing the exact same problems with  
5 being overcharged that he was, perhaps the best way to address Comcast's accounting was to  
6 contact the Public Company Accounting Oversight Board ("PCAOB") so that it could investigate  
7 Mr. O'Rourke's and other customers' concerns. The PCAOB, as both Mr. O'Rourke and  
8 Comcast's Controller's office knew, is a post-Enron non-profit corporation established by  
9 Congress that is responsible for overseeing the accounting of public companies such as Comcast.

10           **Comcast's Controller Defames Mr. O'Rourke in Retaliation for his Complaints Regarding**  
11           **Customer Service and Faulty Accounting**

12           34.     For the first time in Mr. O'Rourke's year of being a Comcast customer, Comcast  
13 reacted swiftly and efficiently to the February 6, 2014 call. Unfortunately, instead of redressing  
14 Mr. O'Rourke's grievances, Comcast initiated a scorched-earth assault against him for  
15 expressing concerns over the legality of its conduct and the integrity of its accounting. On  
16 information and belief, Defendants undertook these actions because they were concerned that  
17 Mr. O'Rourke would report them to the PCAOB, were angry that he had accused them of shoddy  
18 accounting practices, and wished to punish and destroy him for his temerity.

19           35.     Within less than an hour after Mr. O'Rourke's second call, a Comcast employee  
20 from the Controller's office, Doe Defendant No. 1, researched Mr. O'Rourke's background and  
21 learned that he worked for PWC. Doe No. 1 suspected that Mr. O'Rourke worked in the financial  
22 services industry, because he had known to contact the Controller's office regarding accounting  
23 irregularities, and had threatened to report such irregularities to the PCAOB.

24           36.     Upon learning the identity of Mr. O'Rourke's employer, Doe No. 1  
25 communicated this information to Defendant Salva, the Controller for Comcast. Because  
26 Comcast was a major consulting services client of PWC's, as Mr. O'Rourke has since learned,  
27 Defendant Salva, himself a former partner at PWC, contacted Mr. Joseph Atkinson, a principal in  
28 the Philadelphia office of PWC, and defamed Mr. O'Rourke by accusing him of an ethics

1 violation. Defendant Salva falsely and maliciously told Mr. Atkinson that Mr. O'Rourke had  
2 invoked his employment with PWC in an attempt to somehow obtain leverage in his customer  
3 negotiations with Comcast.

4 37. On information and belief, Defendant Salva either directly asked for Mr.  
5 O'Rourke's termination, or implicitly requested and caused it by making the knowingly false,  
6 defamatory, and malicious accusation that Mr. O'Rourke had violated accounting ethics rules by  
7 attempting to use his employment with PWC as leverage in his "negotiations" with Comcast.

8 38. Less than an hour after Mr. O'Rourke's second call with Comcast's Controller's  
9 office, Mr. O'Rourke received a call from Mr. Atkinson. Mr. O'Rourke was shocked to receive  
10 the call—he had never before had occasion to deal with Mr. Atkinson. An angry Atkinson  
11 informed Mr. O'Rourke that he had received a call from Comcast's Controller about Mr.  
12 O'Rourke. Mr. Atkinson told Mr. O'Rourke that the client was very angry, very valuable, was in  
13 fact the Philadelphia office's largest client with billings exceeding \$30 million per year, and that  
14 Mr. O'Rourke was not to speak with anyone from Comcast.

15 39. Immediately after he received the instructions not to communicate with Comcast,  
16 Comcast continued to communicate sporadically and ineffectively with Mr. O'Rourke, setting up  
17 two service appointments that it missed without explanation on February 7, 2014 and February  
18 11, 2014.

19 40. On February 7, 2014, for the first time in his career, Mr. O'Rourke was subjected  
20 to an ethics investigation as a result of the false and defamatory allegations levied against him by  
21 one or more Defendants. Mr. O'Rourke learned that Defendants had accused him of referencing  
22 his employment with PWC in a call or calls with Comcast, and attempting to use it as leverage in  
23 his negotiations with Comcast.

24 41. Mr. O'Rourke explained that he had never mentioned his employment with PWC  
25 in his phone calls with Comcast and that he had never attempted to use his employment as  
26 leverage. Furthermore, Mr. O'Rourke explained that because Comcast was a major consulting  
27 client of PWC's, he had no leverage; and that he was not negotiating with Comcast or attempting  
28 to obtain any special treatment. Instead, he simply requested that billing errors that had sent him

1 to collections be fixed.

2 42. Mr. O'Rourke was only interviewed once by PWC Human Resources and an  
3 Ethics investigator, on February 7, 2014, over the telephone. Mr. O'Rourke repeatedly requested  
4 that PWC obtain recordings of his calls with Comcast to prove his innocence, but PWC failed  
5 and refused to do so. Instead, on February 18, 2014, during an in-person meeting, Mr. O'Rourke  
6 was informed that he was being terminated for an ethics violation for using PWC's name as  
7 "leverage" in his communications with Comcast. He was also told that this termination was  
8 based on a Comcast internal email summarizing his conversations with Comcast employees.  
9 Although Mr. O'Rourke requested the email, he was never permitted to see it.

10 **Mr. O'Rourke is Terminated as a Result of Comcast's Defamation**

11 43. PWC terminated Mr. O'Rourke on February 18, 2014 as a result of the knowingly  
12 and maliciously false and defamatory statements Comcast employees made about Mr. O'Rourke.  
13 Mr. O'Rourke was shocked, humiliated and ashamed based on the unjustified loss of his job. He  
14 sought counseling, and was prescribed medication to address his emotional distress.

15 44. On March 10, 2014, Mr. O'Rourke finally succeeded in terminating his service  
16 with Comcast. Comcast never refunded Mr. O'Rourke the money he was overcharged, and also  
17 refused to give him the two \$20 credits he was entitled to, as per Comcast advertisements, as a  
18 result of Comcast's failure to attend the two service calls it unilaterally scheduled for Mr.  
19 O'Rourke in February of 2014. On June 16, 2014, Mr. O'Rourke requested a copy of his  
20 February bill (which he had never received) in a phone call to Comcast. After initially promising  
21 to email the bill to him, Comcast ultimately denied this request. Mr. O'Rourke was informed that  
22 if he wanted a copy of the bill, he would have to visit a Comcast location. Mr. O'Rourke  
23 declined to do so.

24 45. Due to the false ethics charges, despite diligently seeking employment, Mr.  
25 O'Rourke has been unable to obtain a new job since being terminated by PWC in February of  
26 2014. Mr. O'Rourke has also been forced to republish Comcast's false and defamatory  
27 allegations against him in order to explain his termination from PWC during his job search.

28 46. Mr. O'Rourke has requested, publically and through his attorneys, that PWC

1 and/or Comcast release the Comcast internal email and any other communications that led to his  
2 termination and the recordings of his calls with Comcast, so that he may clear his name. Both  
3 Comcast and PWC have continued to conceal these communications. Mr. O'Rourke has formally  
4 requested these communications from PWC under California Labor Code section 1198.5.

5 **FIRST CAUSE OF ACTION**

6 **Violation of the Cable Communications Policy Act [47 U.S.C. §§ 551(c), 551(f)]**

7 **(Against all Defendants)**

8 47. Plaintiff incorporates herein every allegation contained in the preceding  
9 paragraphs, as though set forth fully herein.

10 48. Mr. O'Rourke was a "subscriber" within the meaning of 47 U.S.C. § 551(c), and  
11 Comcast was a "cable operator" within the meaning of 47 U.S.C. § 522(5).

12 49. Mr. O'Rourke did not provide prior (or any) written or electronic consent to  
13 Defendants' disclosure of "personally identifiable information" concerning him to his employer,  
14 PWC.

15 50. Despite Mr. O'Rourke's lack of consent, Defendants disclosed personally  
16 identifiable information concerning Mr. O'Rourke to PWC—including his name, his employer,  
17 and the nature of his complaints against Comcast.

18 51. Defendants' conduct as described above was a substantial factor in causing Mr.  
19 O'Rourke's harm—namely, the loss of his job, and severe emotional distress.

20 52. As a direct and proximate result of Defendants' actions, Plaintiff has suffered  
21 damages in a sum according to proof at trial.

22 53. Defendants' conduct as described above was willful and malicious, such that  
23 Plaintiff is entitled to an award of punitive damages under 47 U.S.C. § 551(f)(2)(B) in an amount  
24 to be proven at trial.

25 54. Plaintiff also requests reasonable attorneys' fees and litigation costs, as permitted  
26 by 47 U.S.C. § 551(f)(2)(C).

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1 **SECOND CAUSE OF ACTION**

2 **Defamation Per Se [Civ. Code § 44 *et seq.*]**

3 **(Against all Defendants)**

4 55. Plaintiff incorporates herein every allegation contained in the preceding  
5 paragraphs, as though set forth fully herein.

6 56. Defendants, including but not limited to Defendant Salva, falsely stated to PWC  
7 Principal Joe Atkinson and other PWC employees that Mr. O'Rourke had, among other things:

- 8 a. Mentioned his employment with PWC in his conversations with Comcast  
9 employees;
- 10 b. Attempted to use his employment with PWC as leverage in his negotiations  
11 with Comcast; and
- 12 c. Violated accounting ethics in his interactions with Comcast.

13 57. Mr. Atkinson and the other PWC employees knew that Defendants' statements  
14 were about Mr. O'Rourke.

15 58. Mr. Atkinson and the other PWC employees reasonably understood that  
16 Defendants' statements about Mr. O'Rourke accused him of a lack of ethics and dishonesty.

17 59. Mr. Atkinson and the other PWC employees reasonably understood that  
18 Defendants' statements about Mr. O'Rourke tended to directly injure him with respect to his  
19 profession, trade, or business, by imputing to him general disqualification in those respects  
20 which his occupation peculiarly requires and by imputing to him a lack of ethics with reference  
21 to his profession, trade or business that has a natural tendency to lessen its profits.

22 60. Defendants knew that the statements were false, and/or took no steps to ascertain  
23 whether the statements they made about Mr. O'Rourke were true or false.

24 61. PWC terminated Mr. O'Rourke based on these statements, causing him to lose his  
25 job, income, and benefits. Because the termination was for cause and based on an alleged ethics  
26 violation, Mr. O'Rourke has been forced to republish these statements, and has been unable to  
27 find work.

28 62. Defendants' conduct as described above was a substantial factor in causing Mr.

1 O'Rourke's harm—namely, the loss of his job, and severe emotional distress.

2 63. As a direct and proximate result of Defendants' actions, Plaintiff has suffered  
3 damages in a sum according to proof at trial.

4 64. Defendants' statements about Mr. O'Rourke were wanton, willful and intentional,  
5 and committed with malicious and reckless disregard for Mr. O'Rourke's reputation. Mr.  
6 O'Rourke is therefore entitled to an award of punitive damages in an amount to be proven at  
7 trial.

8 **THIRD CAUSE OF ACTION**

9 **Defamation Per Quod [Civ. Code § 44 *et seq.*]**

10 **(Against all Defendants)**

11 65. Plaintiff incorporates herein every allegation contained in the preceding  
12 paragraphs, as though set forth fully herein.

13 66. Defendants, including but not limited to Defendant Salva, falsely stated to PWC  
14 Principal Joe Atkinson and other PWC employees that Mr. O'Rourke had, among other things:

- 15 a. Mentioned up his employment with PWC in his conversations with Comcast  
16 employees;
- 17 b. Attempted to use his employment with PWC as leverage in his negotiations  
18 with Comcast; and
- 19 c. Violated accounting ethics in his interactions with Comcast.

20 67. Mr. Atkinson and the other PWC employees knew that Defendants' statements  
21 were about Mr. O'Rourke.

22 68. Mr. Atkinson and the other PWC employees reasonably understood that  
23 Defendants' statements about Mr. O'Rourke accused him of being unethical and dishonest.

24 69. Because of facts and circumstances perceived by Mr. Atkinson and the other  
25 PWC employees—that Mr. O'Rourke had behaved unethically by mentioning his employment  
26 with PWC to Comcast, attempting to use his employment as leverage in his negotiations with  
27 Comcast, and violating accounting ethics in his interactions with Comcast—Defendants'  
28 statements tended to injure Mr. O'Rourke in his occupation; to expose him to hatred, contempt,

1 ridicule and shame; and to discourage Mr. Atkinson and the other PWC employees from working  
2 with or associating with Mr. O'Rourke.

3 70. Defendants knew that the statements were false, and/or took no steps to ascertain  
4 whether the statements they made about Mr. O'Rourke were true or false.

5 71. PWC terminated Mr. O'Rourke based on these statements, causing him to lose his  
6 job, income, and benefits. Because the termination was for cause and based on an alleged ethics  
7 violation, Mr. O'Rourke has been forced to republish these statements, and has been unable to  
8 find work.

9 72. Defendants' conduct, as described above, was a substantial factor in causing Mr.  
10 O'Rourke's harm—namely, the loss of his job, and severe emotional distress.

11 73. As a direct and proximate result of Defendants' actions, Plaintiff has suffered  
12 damages in a sum according to proof at trial.

13 74. Defendants' statements about Mr. O'Rourke were wanton, willful and intentional,  
14 and committed with malicious and reckless disregard for Mr. O'Rourke's reputation. Mr.  
15 O'Rourke is therefore entitled to an award of punitive damages in an amount to be proven at  
16 trial.

17 **FOURTH CAUSE OF ACTION**

18 **Breach of Contract**

19 **(Against Defendant Comcast)**

20 75. Plaintiff incorporates herein every allegation contained in the preceding  
21 paragraphs, as though set forth fully herein.

22 76. Mr. O'Rourke entered into a contract with Comcast, for Comcast to provide  
23 agreed-upon internet and cable services for an agreed-upon price for Mr. O'Rourke's benefit (the  
24 "Agreement").

25 77. There is an implied covenant of good faith and fair dealing in every contract that  
26 neither party will do anything which will injure the right of the other to receive the benefits of  
27 the agreement.

28 78. Mr. O'Rourke performed all obligations required of it under the Agreement that

1 were not excused or discharged by Comcast's conduct.

2 79. Comcast breached the Agreement when it engaged in the conduct described  
3 above, including overcharging Mr. O'Rourke, failing to show up for service appointments,  
4 sending Mr. O'Rourke to collections, and failing to repair his internet service.

5 80. As a direct and proximate result of Defendant Comcast's actions, Plaintiff has  
6 suffered damages in a sum according to proof at trial.

7 **FIFTH CAUSE OF ACTION**

8 **Intentional Infliction of Emotional Distress**

9 **(Against all Defendants)**

10 81. Plaintiff incorporates herein every allegation contained in the preceding  
11 paragraphs, as though set forth fully herein.

12 82. Defendants' conduct described above, including berating Mr. O'Rourke over the  
13 phone, making false and defamatory statements about Mr. O'Rourke to his employer, lobbying  
14 for his termination, and causing him to lose his job, was extreme, outrageous and despicable  
15 conduct.

16 83. Defendants intended to cause Mr. O'Rourke emotional distress, and at all times  
17 during which Defendants engaged in the wrongful conduct as described, Defendants acted with  
18 reckless disregard of the probability that Mr. O'Rourke would suffer emotional distress.

19 84. Defendants were aware that there was a substantial certainty that Mr. O'Rourke  
20 would be severely embarrassed, humiliated, upset, distressed and physically and emotionally  
21 damaged if he were subjected to such humiliating and degrading conduct.

22 85. As a proximate result of Defendants' acts, Mr. O'Rourke suffered severe  
23 emotional distress including, but not limited to anxiety, shame, mood swings, difficulty sleeping,  
24 frustration, humiliation, worry, and indignity.

25 86. As a direct and proximate result of Defendants' actions, Plaintiff has suffered  
26 damages in a sum according to proof at trial.

27 87. Defendants' conduct towards Mr. O'Rourke was wanton, willful and intentional,  
28 and committed with malicious intent. Mr. O'Rourke is therefore entitled to an award of punitive



1 damages in an amount to be proven at trial.

2 **SIXTH CAUSE OF ACTION**

3 **Unfair Business Practices [Bus. & Prof. Code §17200]**

4 **(Against all Defendants)**

5 88. Plaintiff incorporates herein every allegation contained in the preceding  
6 paragraphs, as though set forth fully herein.

7 89. Defendants engaged in unfair, unlawful and fraudulent business practices against  
8 Mr. O'Rourke, in violation of California Business & Professions Code § 17200 *et seq.*, by  
9 violating his privacy, defaming him to his employer, unfairly and persistently overcharging him,  
10 and retaliating against him for questioning the legality and propriety of its billing and collections  
11 practices, which violated state and federal laws including but not limited to: 47 U.S.C. §§ 551(c),  
12 551(f) and Civ. Code § 44 *et seq.*

13 90. As a direct and proximate result of Defendants' unfair, unlawful and fraudulent  
14 practices described above, Mr. O'Rourke has suffered and will continue to suffer harm. Mr.  
15 O'Rourke is entitled to such relief as may be necessary to restore to him all lost profits and other  
16 monies owed and belonging to him, including interest thereon, that Defendants wrongfully  
17 withheld from him and retained for themselves.

18 91. Pursuant to Business & Professions Code § 17204, Plaintiff seeks an order of this  
19 Court enjoining Defendants, and each of them, from continuing to engage in the following acts,  
20 which acts constitute violations of Business & Professions Code § 17200 *et seq.*:

- 21 a. Providing Mr. O'Rourke and other cable subscribers' personal information to
- 22 third parties without their consent;
- 23 b. Defaming cable subscribers to third parties;
- 24 c. Overbilling of consumers; and
- 25 d. Retaliating against consumers.

26 Plaintiff and the public will be irreparably harmed if such an order is not granted.

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**PRAYER**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 1. For all damages legally and/or proximately caused to Plaintiff by Defendants totaling more than \$1 million;
- 2. For punitive damages;
- 3. For injunctive relief barring Comcast from
  - a. Providing Mr. O'Rourke and other cable subscribers' personal information to third parties without their consent;
  - b. Defaming cable subscribers to third parties;
  - c. Overbilling of consumers; and
  - d. Retaliating against consumers;
- 4. For prejudgment interest;
- 5. For costs of suit incurred herein;
- 6. For attorneys' fees under 47 U.S.C. § 551(f)(2)(C); and
- 7. For such further relief as the court considers proper.

Date: October 16, 2014 DHILLON LAW GROUP INC.

By: \_\_\_\_\_  
 Harmeet K. Dhillon  
 Maureen Pettibone Ryan  
 Krista L. Baughman  
 Attorneys for Plaintiff Conal O'Rourke

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial of all issues by jury.

Date: October 16, 2014 DHILLON LAW GROUP INC.

By: \_\_\_\_\_  
 Harmeet K. Dhillon  
 Maureen Pettibone Ryan  
 Krista L. Baughman  
 Attorneys for Plaintiff Conal O'Rourke

