

Babatunde Olubanjo
3033 Bardin Road, Apt 1110
Grand Prairie, TX 75052.

September 13, 2010.

File Ref: C-2009-2123326

Commonwealth of Pennsylvania,
Pennsylvania Public Utility Commission,
P. O. Box 3265, Harrisburg, PA 17105-3265.

RECEIVED

SEP 13 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Babatunde Olubanjo v. Verizon Pennsylvania Inc. C-2009-2123326

Comments and Clarifications on Initial Decision of Administrative Law
Judge : John H. Corbett Jr.

The following comments and/or clarifications will focus on each complaint I raised against Verizon and use the exhibits, notes to testimony, technical clarifications and analogies to establish my claims and proof my cases against them.

References to exhibits with alphabets are in respect of Olubanjo's and exhibits with numbers are for Verizon's.

A. DUPLICATE BILLING / IMPROPER PLACEMENT OF CHARGE OF \$106.80 FOR INTERNET SERVICE IN PHONE BILL.

This issue is treated as item 1 under "*DISCUSSION*" in the initial decision of the honorable judge. My complaint is that Verizon deliberately duplicates charges to customers with the hope that customers will not detect and pay thereby accumulating fraudulent incomes. It so happens that in my case, the evidence on hand is that of duplication of Internet Services charges. I am not complaining about Verizon Internet Service here but that Verizon manually inserted a charge of \$106.80 which is not for phone service in my phone bill with fraudulent intention. The comments and clarifications to the relevant sections of Notes of Testimony, Exhibits and burden of proof are as follows:

1. Item no 32, of Findings of Fact .. “On *November 19, 2007... Verizon paid that bill*”. This statement is not correct as I paid the bill twice in error.

Exh. C dated Nov. 19, 2007 shows a summary of the bill at the top portion and a breakdown of its composition at the lower portion. Note that the details show the bill covers the period from Oct 22 through Dec 18, 2007 (almost two months). Exh. D now details the account as at Dec 19, 2007 with the second line of the top portion showing total receipt in the sum of \$213.60 (**106.80x2**), confirming Verizon online received payment twice from Babatunde Olubanjo with each payment being in the sum of \$106.80. That is why the next months charge in the sum of \$22.71 was deducted from my credit balance of \$106.80 and the difference (\$84.09) returned to me. This is captured in Item no 34 of Findings of Fact:

2. On the issue of whether the placement of Verizon online charge of \$106.80 in my phone bill was a mistake, I contend that it was deliberate with fraudulent intentions for the following reasons:
 - i. As at the time Verizon started billing me for their services in Nov 2007, Verizon had set up two separate accounts for each of the services [A/C #:0073918319951 for DSL/Online services, (exh. C) and A/C #:215 675-4947 519 51Y for Phone services, (exh. 1 tab V)]. Both exhibits are dated Nov 2007 covering usage from Oct. to Nov. and Nov. to Dec. as Verizon bills for basic services in advance. Note also that exh. 1 tab V (the first bill automatically generated for phone service) does not include any foreign charges in compliance with codes or regulation.
 - ii. Rather, it is in the second bill for phone services dated Nov. 25, 2007 (exh. 1 tab U) that Verizon manually inserted the charge of \$106.80 from their online service. Recollect the testimony and response of Verizon’s witness Ms Angela Elliot when asked why DSL/Online charge was included in my phone bill, she said that the charge is input “.. **by default**”. That testimony should not be misinterpreted to imply that in setting up Payables Accounts, the information technology specialist(s) deliberately set up the system to duplicate charges to customers. That is definitely not the case but provision is made for manual adjustment of bills in the setup. The conclusion to be drawn from Ms Elliot’s testimony and reference to “.. **by default**” in her testimony is that she was telling the honorable court that “**it is usual for Verizon to**

- duplicate and/or include extraneous charges in bills for customers". The emphasis is mine.
- iii. Let us also consider the time period for which the extraneous charge was left floating in my account without any positive action to remove it despite my complaints through numerous phone calls, letters and account reconciliations. I had been complaining since January 2008 and it was not until June 2008 that I had a partial relief through a \$90.84 credit adjustment. In a normal situation where such charges are erroneously input in a customer's account, the organization involved will take action to reverse the situation within one or two billing cycles (one to two months) and apologize for the error. That is not the case with Verizon. Rather Verizon, reported me to Credit Collection Agencies to collect debt that I did not owe.
 - iv. On this issue, Verizon gave me credit for only \$90.84 in June 2008 as against well over \$106.80 which had been fraudulently introduced into my account. This is against Generally Accepted Accounting Principles (GAAP) that a wrong entry is corrected by a reversal of at least the charge that was wrongly inserted in the first instance. When interest and taxes are added to the \$106.80, the amount in the account had risen to over \$140.00 by June 2008 when the adjustment was effected. I wrote Verizon to bring this anomaly to their notice as per Exh. D but received no attention or response as usual till today. Verizon has certified accountants in her employment that know this but chose her own way of fraudulent accounting to operate.
3. On the issue of jurisdiction raised by the honorable judge in section A under "*DISCUSSION*" of the Initial Decision, I am aware that issues for internet services are beyond the scope of the Commission. But my complaint here is not about Verizon's Internet Service. Rather it is about Verizon placing an irregular and unauthorized charge in my phone bill with fraudulent intention. It is my understanding that issues relating to phone services including charges etc are within the scope of the Commission. If I have issues with Internet service from any provider, I will approach the Federal Communications Commission or such other responsible authority for redress.

B. DELIBERATE DISCONNECTION / DISRUPTION OF INTERNET SERVICE BY VERIZON TECHNICIAN.

1. First, I need to emphasize that the complaint as written down in section 2 under "*DISCUSSION*" that is "*whether Respondent's technician, during a repair visit on January 16, 2008, deliberately disrupted Complainant's Internet service after Complainant refused to pay an additional charge for the technician to repair an inside wiring problem in his apartment;*" and repeated in section C, first sentence is **not correct**. My complaint is that Verizon through her agent(s) deliberately disconnected my internet service to give me the impression of a major fault that will require me to engage their services for repairs at some fee. Please refer to 2ii of my basic complaint. I never claimed nor insinuated that there was a fault in the wiring in my apartment and/or that I refused to pay an additional charge for the technician to repair an inside wiring problem. It was the Verizon technician who opined that there could be wiring problem in my apartment that may need to be fixed to necessitate a maintenance charge. But I know from experience that his opinion is both wrong and unsustainable as I will prove later. He (Verizon technician) made that claim as part of Verizon's usual "**script**" of telling lies to customers to extort money from them for non-existing faults and/or faults created by them. In fact, there was no fault in my inside wiring for the following obvious reasons:
 - i. Once I removed the short introduced by the Verizon technician from my terminal pair in Verizon's pedestal outside, my internet service was restored immediately without me having to tamper with my internal wiring.
 - ii. Also, when Verizon finally sent some other technician on February 28, 2008 to restore phone service, the re-connection was done outside my apartment and there was no recourse to tampering with my internal wiring to restore phone service.
 - iii. It will take an earthquake, major construction work, fire or similar occurrence for all the cable pairs feeding an apartment in a building to suddenly go bad. And there was no such major occurrence. Design and installation for telecommunications wiring usually incorporates provision for redundancy in case of fault in a pair of cables.

2. The sequence of events is as follows:

- i. I noticed lack of dialing tone in the phone on January 14, 2008 and reported same by phone call to Verizon on January 15, 2008.
- ii. Verizon sent the technician on January 16, 2008. Before and up till the time the technician came and requested me to power down for him to test the line, my internet service was available. (Exh. E1-2).
- iii. By the time he left around 4:00pm on January 16, 2008 claiming there could be problems with the internal wiring in the apartment and that I had to pay for fixing, both the phone and internet services were not available. (Exh. E1-2). Note that he was outside the apartment most of the time working on their pedestal. It was after he left that I called back Verizon intimating them that the problem was not fixed and subsequently wrote the letter of January 18, 2008 (Exh. E1) as a follow-up.
- iv. While I suspected the Verizon technician tampered with my line by virtue of my experience as an Electrical Engineer, I could not just go into Verizon's pedestal/terminal box/cabinet to start checking without authorization from Verizon. I got that authorization from the third Verizon Customer Service representative I spoke to, when he said I could check their pedestal/terminal box/cabinet.
- v. I checked Verizon's pedestal/terminal box/cabinet on Saturday January 19, 2008, discovered and removed the bridge shorting out my terminal pair on one side of the pedestal/terminal box/cabinet. On removal of the short, my internet service was restored confirming that it was the short that made me lose internet service. Then I wrote the letter of January 21, 2008. (Exh. E).
- vi. To my knowledge, there was no reason for any other person to work with my terminal pair in Verizon's pedestal between January 16 and 19, 2008 except Verizon personnel. I know for certain and there is evidence to support the fact that the Verizon technician sent worked on the pedestal on January 16 and my internet service was not available from the time he left on January 16 up till the time I removed the bridge creating the short on January 19, 2008. It is thus safe and logical to conclude that he was the one who introduced the short for a purpose.
- vii. There is justification (even if selfish and improper) for the Verizon technician to short my terminals. The idea is to claim that there is a major fault with my cable pairs that caused both

internet and phone not to work and that restoring services would require my engaging Verizon at \$85/hr. That is part of the "script" played out.

- viii. Note that as of January 21, 2008 when I wrote Exh. E, although I was shocked and annoyed by the actions of the Verizon technician, I had to be careful in reporting the issue as I was not yet sure whose "script" was being played out, the technicians personal script, or Verizon's approved script.
- ix. I can conclude the "script" is Verizon's for the following reasons:
- a) My letters of January 18 and 21, 2008 (Exh. E1 and E respectively) deliberately fell short of indicting Verizon for the actions of the technician they sent to my place on January 16, 2008. A reasonable and expected reaction from Verizon if she did not approve of and to dissociate herself from the unethical act, would include contacting me immediately with apology and remedying the fault. But I have not been contacted till date on the issue. In addition, it took Verizon well over six (6) weeks to consider restoring the phone line. One can conclude with certainty that Verizon considered restoring the phone line to minimize their losses after it became obvious to them I was not going to pay for restoring the phone line, (I already had another phone line commissioned and in use) and I had also given notice that I would not pay a dime for the phone line as long as it was not available.
 - b) The testimony of Dave Hardnock (the Technical Supervisor of Verizon) at the hearing is of relevance here. He specifically dissociated himself from responsibility for the technician that was sent to my place on January 16, 2008 right from the beginning of his testimony. It seems obvious he did that to distance himself from the unethical act of the technician. That implies he has prior knowledge that Verizon acts such "scripts" and would not like to be the fall guy. When asked who was responsible for the technician, he claimed that the technician was sent by some of Verizon's external contractors. One thing is certain though, whether the technician was sent from within Verizon or outside from Verizon's contractor pool, the ultimate responsibility for the actions and inactions of the technician lies with Verizon.

3. Let me now detail a sample “script” played out by Verizon in such circumstances of deliberate disconnection to extort money from customers. The “script” is as follows:
- i. Disconnect the customer as my phone line was disconnected.
 - ii. Customer calls Verizon to report loss of service.
 - iii. Verizon sends technician out there ostensibly to remedy fault but compounds the problem by inducing more faults through such as acts as shorting customers’ terminals to give the customer the impression of serious problems. The technician then advises customer to sign up Verizon (at \$85/hr) to remedy the fault(s) to restore services. He can claim that there is internal wiring problem or that the cable pairs are bad to the customer.
 - iv. The gullible, inexperienced, non-electrical savvy and/or desperate customer falls prey and gives the go-ahead for the restoration services.
 - v. Verizon through the technician removes the short(s) and reconnects the line from disconnection and service is restored.
 - vi. The customer gets billed at least \$170.00 representing two hours of labor charge boosting the financial base of Verizon.
 - vii. The technician does not render the “service” for free. He gets compensated via incentives and bonuses for bringing in more income into the organization. Thus the technician is happy that he has a job, and has additional income from incentives for such “services”.
 - viii. Verizon is very delighted that the financial bottom-line is boosted
 - ix. The unsuspecting customer (about 90% of the population) is partially happy that at least he has his services restored and working. That is because he does not know he has just been scammed by Verizon.
 - x. The suspecting customer like me is punished and intimidated with reports to collection agencies including reports to credit reporting agencies if customer does not drop complaint on time.
 - xi. As close-up for the suspecting customer who reports to the Commission, Verizon is quick to “write off” the charges (which by the way were fraudulently imposed) and send the customer a settlement form to sign. If he does not sign the form, he has Verizon’s lawyers to contend with.

4. Let me use this opportunity to provide some details on how faults are expected to be traced and isolated in electrical circuits and sub-circuits

such as exist in telecommunications installations. I will also use this section to correct some of the wrong conclusions listed in the Findings of Fact section of the Initial Decision of the Administrative Law Judge: John H. Corbett Jr.

- i. It is true that both internet and phone service ride the same cable pairs from the Exchange/Office to the distribution point which in this case is the pedestal/terminal box/cabinet.
- ii. From the distribution point (pedestal/terminal box/cabinet), different pairs of cables now carry into the apartment services like Internet/DSL, Phone and other telecommunications services as may be desired. These different pairs of cables can be referred to as sub-circuits.
- iii. When there is a complaint about a particular service not being available, effort should naturally be concentrated on the sub-circuit providing that service in the first instance unless there is compelling reason to think otherwise.
- iv. When I complained of the phone service not being available while internet was, effort should have been on the phone sub-circuit. It is not likely that the internet service circuit is involved since the fault is confined to the phone service only. Thus, the technician should ideally have no business tampering with the internet service sub-circuit except for some ulterior motives. Verizon's opinion as stated in item 46 of findings of fact that "*.. the problem existed with his inside wiring N.T. 76*) is wrong and cannot be supported technically.
- v. A simple example will illustrate the logic. If there is a complaint about the brake lights of a vehicle, it will be stupid for the electrician to be tampering with the signal lights sub-circuit of the vehicle. Both sub-circuits for brake and signal lights in a vehicle originate from the same terminal board, but concentrating on the signal-light sub-circuit for a problem existing and affecting only the brake lights is certainly a waste of time unless the electrician has ulterior motives like charging extra for time spent to locate and remedy the problem.
- vi. When I checked Verizon's pedestal/terminal box/cabinet on January 19, 2008, I saw a number of loose phone cable pairs that were not connected. I guess the cable pair supplying my apartment was included but it was not my responsibility to reconnect. That is what Verizon charges me for and in any case I was already shocked and infuriated by the discovery of the bridge on my terminal pair planted by the Verizon technician.

- vii. I believe that the cable pair serving my apartment was one of those loose pairs and that it was purposely disconnected to make the phone service unavailable in line with the "script" detailed in section 3 above.
- viii. This is because as of the time only the phone line was dead, it was ringing to disconnection which is evidenced by the fact that when the phone number is dialed, it is ringing in the ears of the dialer but not in the apartment. On the contrary, while the short existed on my terminal pair, a call to the phone line gave the engaged tone to the dialer.

C. ATTEMPTS TO TERMINATE SERVICE / DISREGARD OF DISCONNECTION NOTICES.

1. Paragraph 2 of section D under "*DISCUSSION*" expresses doubt as to the effectiveness of a letter sent to a Post Office Box in Annapolis, Maryland for terminating a service in Pennsylvania. It is not unusual for organizations receiving large volumes of mails to designate Post Office Boxes in certain locations outside the geographic location of service for collection of mails. The idea is to consolidate and confine certain functions to that post office box. Dallas, TX for example has a post office box address for all payments to Verizon, notwithstanding the fact that services are in Pennsylvania and other locations. In the case of termination notice, complaint or billing question, Verizon listed P. O. Box 1900 Annapolis, MD 21401-9000 as the proper mail box. This is found under "**For Your Information**" page 3 of all bills sent out by Verizon. (Exh. 1).
2. By the time I was relocating from Pennsylvania to Texas in September 2008, I had already determined that Verizon was basically fraudulent in operations and would most likely pretend not to receive termination notices to justify continuous billing for services beyond September. That is why I preempted them by taking the trouble and expense of contacting them through all three means possible (phone, email and regular mail with delivery confirmation) and keeping copies of relevant communication information.
3. Notwithstanding the evidence to the contrary, Verizon still claimed non-receipt of termination notices in their filing for response to the complaints I raised against them. This further confirms the extent to which Verizon can go to lie to collect money fraudulently from customers.

4. Irrespective of the methods of communicating termination notices, it is Verizon's practice to disregard such notices on flimsy excuses and keep billing. Reference can be made to the response of Daniel Novak in his testimony at the hearing to the question of why Verizon Online chose December 2008 for stoppage of billings to my online account. He responded that "Verizon stopped billing when they could no longer access funds from my credit card". This response is simply appalling to put it mildly.
5. Verizon is good at billing and collecting money fraudulently without remorse or consideration. For example, charges for basic services are usually billed in advance, such that when a customer pays a bill for say September, that bill already includes the basic charge for October (the next month). (Exh. 1, tab V). Verizon should ideally have refunded to me the charges for basic services against October 2008 like AT&T did in November 2008. Rather Verizon kept on billing me till June 2009 just to accumulate more funds illegally.


D. AGGREGATE EFFECT OF UNETHICAL PRACTICES AND ADDITIONAL DEVELOPMENTS.

1. I made mention of the aggregate effect of unethical practices by Verizon in my basic complaint. The situation has not changed. Rather, one is shocked by the amount of money involved if Verizon is allowed to continue extorting money from customers through these various unethical practices.
2. Verizon is not only fraudulent but practices fraud aggressively. I came to these conclusions because in the course of defending my hard earned cash against paying for fraudulent charges, Verizon has harassed me with three (3) different collection agencies on four different occasions. These are:
 - i. I. C System Inc.
 - ii. C. B. E Group Inc.
 - iii. Collection Company of America
3. I also found out recently that Verizon entered a negative report against me with the Credit Reporting Agencies in January 2009. That is the only negative report in my Credit Report.

4. Verizon operates as if they are above the law as some of their Customer Service Personnel claimed on the phone that Verizon cannot be moved and they do not read or take action in respect of correspondences.
5. I believe Verizon should not be allowed to become a law unto itself, harassing and milking customers fragrantly, thus this complaint.

I rest my case.

Yours Truly,


Babatunde Olubanjo.

Email: babatundeolubanjo@yahoo.com

RECEIVED

SEP 13 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Cc: William E. Lehman (Counsel for Verizon Pennsylvania Inc.)

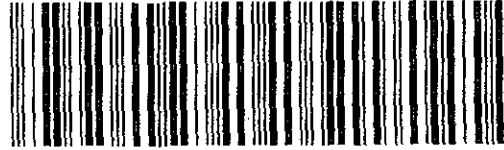
Hawke McKeon & Sniscak LLP

100 North Tenth Street,

P. O. Box 1778, Harrisburg. PA 17105-1778

Babatunde Oluwalajo
3033 Bardin Road, Apt 1110
Grand Prairie, TX 75052.

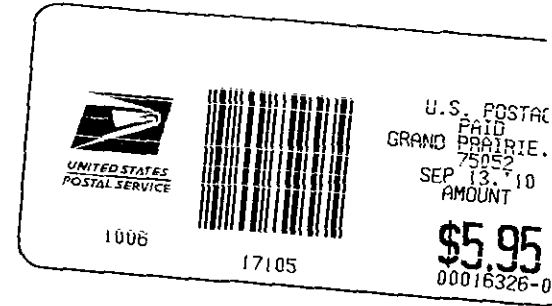
United States Postal Service®
DELIVERY CONFIRMATION™



0308 0660 0000 7259 9353

THIS HAS BEEN SCANNED

Attempted
 Delivered



 **PRIORITY®
MAIL**

UNITED STATES POSTAL SERVICE

Visit us at usps.com

Label 107R, January 2008

The Secretary,
Commonwealth of Pennsylvania,
Pennsylvania Public Utility Commission,
P. O. Box 3265, Harrisburg, PA 17105-3265.