

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street-Second Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

July 12, 2014

**LIDIA SHAN – COMPLAINANT V VERIZON PENNSYLVANIA, INC –
RESPONDENT
Docket No. C-2013-2371560.**

EXCEPTIONS TO THE INITIAL DECISION

CERTIFICATE OF SERVICE.

Dear Ms. Chiavetta,

Attached for filing with the Commission are my Exceptions to the Initial Decision and Request for overturning the Initial Decision in connection with complaint Docket No. C-2013-2371560.

My Exceptions and the request for denying this ID in its entirety was signed by a disqualified ALJ. The Exceptions will be served to your office and the opponent at the same time as required by the Commission's Regulations by the date indicated on this document. This is to verify that I E-filed my Exceptions and Certificate of Service to your attention and to the opponent together. Also please be advised that I am attaching to these Exceptions a letter separately.

Thank you very much for your attention into the above matter.

Respectfully,

Lidia Shan,
301 Byberry Rd, Apt. #F-14,
Philadelphia, PA 19116
215-677-6471
smellsense@aol.com

cc: Steven K. Haas, Esq
Counsel for Verizon Pennsylvania Inc.
Hawke McKeon & Sniscak, LLP
100 North Tenth Street,
Harrisburg, PA 17101

July 12, 2014

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street-Second Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lidia Shan

v.

Verizon Pennsylvania, Inc.

:
:
:
:
:

C-2013-2371560.

:

Before
Administrative Law Judge

EXCEPTIONS TO "INITIAL DECISION"

ID is illegal and must be denied in its entirety due to the following: ALJ was disqualified prior to the hearing and did not recuse himself immediately from this case. ALJ had no legal rights to continue and order new court hearing. ALJ had no legal rights to neither preside on the bench in this case Docket 2013-2371560 nor bring his bias opinions, conclusions or orders.

Verizon admitted in court hearing that there was an issued confirmation number with \$6.0 a month fee for nine months to suspend the services on my line. After this admittance the court

should be adjourned because I proved my burden of proof that the fee I was paying for nine months were the correct fees accepted by Verizon by confirmation number. The impartial competent qualified ALJ should accept Verizon plea and request Verizon to remove from the collection agencies their falsified statement of my delinquency. Docket # 2013-2371560 would be satisfied and resolved. However the bias, incompetent and due to his misconduct disqualified ALJ took seven months and 20 pages of inadequate, incorrect statements in this illegal ID when an impartial ALJ would congratulate Verizon for admitting the truth. Therefore the ID issued on June 24, 2014 in Docket 2013-2371560 is illegal and must be denied in its entirety.

In ID in many places I found an unjustifiable publication of my residence address. ID is a document that is in public domain. This public disclosure may endanger my life. Under what law ALJ and Verizon have the rights to publish my address? I strongly object Verizon and ALJ to publish my address for the records as there is no indication of Verizon's address anywhere to be found in this document. The statements where my address is indicated must be exempt from ID.

HISTORY OF THE PROCEEDING

1. On September 27, 2013 the court was scheduled but cancelled by ALJ being in no position conducting this Order.
2. ALJ was disqualified earlier in September due to the dissatisfaction of his performance in the case during his discovery period.

In my document of September 12, 2013 (Petition) I described many reasons to request from PPUC an impartial ALJ. After September 12, ALJ failed immediately to issue a motion to recuse him nor did he issue a motion to deny my motion; however, ALJ issued an order to cancel the hearing even though he was not in the position to neither issue anything nor reschedule another hearing at the later date. This conduct makes ALJ to be disqualified. Legally ALJ had no rights to reschedule new hearing because he was not part of the case anymore due to his disqualification, poor performance and bias opinions. When one party is dissatisfied with the discovery part of the case by the judge and requests the assignment of an impartial judge the court should not be rescheduled by that judge. If a judge does not disqualify himself, then the judge is in violation of the Due Process Clause of the U.S. Constitution.

3. "Predisposition or a preconceived opinion that prevents a judge from impartially evaluating facts that have been presented for determination makes this judge be disqualified. This judge is considered prejudice. A judge who demonstrates bias in his conduct over which he or she presides has a mental attitude toward a party to the litigation that hinders the judge from supervising fairly the course of the proceeding, thereby depriving the party of the right to a fair trial. A judge may recuse himself to avoid the appearance of bias." "Recusal under Section 455 is self-executing; the judge is obligated to recuse himself under the stated circumstances. Should a judge not disqualify himself as required by law, then the judge has given another example of his "appearance of partiality" which, possibly, further disqualifies the judge."

4. ALJ was bias and had not satisfied my request to subpoena and disclose the necessary Verizon records concerning confirmation number and with it the issuance of flat fee for nine months by Verizon.

5. ALJ denied my "Motions" and my requests without legitimate reasons.

6. ALJ purposely failed to subpoena the necessary documents for the court for me to prove that Verizon had no rights to discredit my financial reputation. Verizon is known as a world's spy. They are spying on people having total control over privacy of telephone conversations. They are collecting all conversations of all the people who subscribes to their services and even in the foreign countries. If the whole world knows that Verizon is spying and collecting all the phone records and ALJ is the only one in the whole world been uninformed and did not request the necessary documents made him incompetent, unqualified to have hearing in this case. This was one of the reasons for disqualification of ALJ.

How could it be possible to keep records of millions of people in the world that have nothing to do with Verizon and not aware that they are being listened to and not have records of the conversation between its own company and their subscriber?

If ALJ did not stop during the discovery period Verizon's lies concerning the disclosure of records then this ALJ should be disbarred to practice law. If Verizon would disclose their records then there would be no need for the useless hearing on November 26, 2013.

7. Prior to the court ALJ ordered the Secretary of PUC not to accept any correspondence from me after I disqualified ALJ.

8. The November 26, 2013 court hearing should have been adjourned prior to the opening because ALJ was disqualified and had no legal rights to preside in the hearing. The outcome of court proceeding has not reflected on the issues raised in my complaint such as an importance of the confirmation number and records related to the number. Nothing had been solved and when I raised the issue of the records of confirmation number I was interrupted by ALJ in hearing. I found the meaning of the word "Confirmation" for the knowledge of ALJ and Verizon. Webster dictionary defines the word "Confirmation" as:

[The act of confirming]

Syn. ratification, proving, authentication, corroboration, verification, support, endorsement, sanction, sanctioning, authorization, substantiation, affirmation, acknowledgment, acceptance, passage, validation, certification, approval, attestation, assent, accord, avowal, admission, recognition, proof, evidence, witness, visa, nod, consent, testimony, agreement, corroborative statement, documentation, backing, circumstantiation, reinforcement, establishment.

Which of these meanings of the word "confirmation" ALJ and Verizon does not understand? ID doesn't mention within 20 pages once the word "confirmation" neither refers as an important part of proper documentation for reference. "Confirmation" was one of the issues that never were addressed during the discovery, discussions, in "Motions" or in hearing made me belief that all the time was wasted again; Verizon and PPUC are not interested to resolve anything, they are using a sham instead of using the law.

9. During my presentation in the hearing I was interrupted several times and ALJ threatened me that he will adjourn the hearing when I was building my case against Verizon concerning confirmation number Verizon issued and concerning records I requested from ALJ to be disclosed by Verizon. Since ALJ was disqualified prior to the hearing and illegally preliminarily blocked my correspondence from the discovery period and did not allow me to mention the words of "confirmation numbers and records" in the presentation, ALJ should not be on the bench conducting his unlawful duties. By interrupting the presenter with threats he made me uncomfortable and I reminded him that he was disqualified prior to the court hearing. ALJ stated that if I have nothing to say he will adjourn the court. ALJ stated that he will

not consider in depth the problem created by Verizon and approved tariff by PPUC they were using for many years to defraud the consumers. I was not able to complete my prepared presentation and my thoughts because ALJ threatened me that he will adjourn the hearing. Why this ALJ was assigned by the Commission if he did not possess competencies to identify the falsified statements of Verizon?

10. ALJ disqualified himself by inappropriately conducting discovery, by knowingly failing to identify and redefine the root of the problem and that is that portion of the tariff No. 1, Section 22C under the name DIAL TONE CONNECTION should not contain a tariff for suspended lines as these are two different types of operation:

A) In Dial tone connection the signal is turned on;

B) In Suspension or disconnection the signal of the dial tone line is switched off;

11. As I predicted in my "Motion to assign impartial judge" I wrote: I will not receive a fair judgment when ALJ is in conflict of interests (financial relationship, influenced by secondary interest) and he is not free from these disabling conflicts.

The secondary interests become objectionable when they are believed to have greater weight than ALJ primary interests of being impartial.

When PPUC doesn't use their power and rules, doesn't represent the interests of the consumers, the consumers have no place to go but asking their elected officials to put pressure on those who voluntarily protects the companies, instead of the consumers, who deliberately allows the fraud.

SB 1226 was introduced in Pennsylvania Senate in January 2014 due to the PAPUC unwillingness to use their power over Verizon and end years of unnecessary court hearings, trove of useless paperwork when it was proven that the suspended telephone line is a disconnected line that doesn't have a signal, doesn't have a dial tone, doesn't have voice service and therefore the tariff for "Dial-tone connection" Verizon refers to is incorrect, unreasonable and must be changed.

SB 1226

1 The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

2 Amending Title 66 (Public Utilities) of the Pennsylvania 4 Consolidated Statutes providing for voluntary suspension 5 of services by adding a section to read:

1 Section 3020. Voluntary Suspension of Service.

2 a)General rule,--At the request of the customer, telephone service providing residential service may be
3 temporarily suspended without loss of the telephone number for a period of one month **up to a maximum**
4 **of one year.**

4 (b)Information.—Prior to the suspension of telephone service under this section, the customer requesting
5 a voluntary suspension of service shall be provided information stating that during the voluntary
6 suspension of service the telephone line will not be operational.

6 c) Telephone number,--The customer's right to retain customer's telephone number during a period of
7 voluntary suspension is subject to the telephone company's right to change numbers under circumstances
8 which would have called for a number change while the telephone service was active.

9 (d) Rate,--

10 (1) A voluntary suspension of service rate may be charged during this period of voluntary suspension.
11 the voluntary **suspension of service rate may not exceed \$5.0 per month as a flat fee and no additional**
12 **taxes.**

12 (2) No other rates, fees or charges may be imposed for a voluntary suspension of services.

13 (3) A voluntary suspension of service rate shall be adopted as a separate tariff.

14 (e) Definitions.--As used in this section, the following words and phrases shall have the meanings given
15 to them in this subsection unless the context clearly indicates otherwise:

16 "Basic service." The transmission of messages or communications by telephone between points within
17 a local calling area as established in the tariff of and LEC.

1 "LEC or local exchange carrier" A public utility which provides basic service either exclusively or in
2 addition to toll service.

3 "Residential service." Telephone service supplied to a dwelling, including service provided to a location
4 used for both residential and commercial purposes if no concurrent commercial service is provided.

5 This term does not include telephone service provided to a hotel or motel.

6 "Telephone company." A public utility which provides telephone service subject to the jurisdiction of
7 the Commission. "Telephone service." Transmission of messages or telecommunications by telephone.

8 The term includes basic service and toll service.

9 "Toll service." The transmission of messages or communications by telephone between points which are
10 not both within a local calling area as established in the tariff of an LEC.

11 Section 2. This act shall take effect in 60 days

I will work tirelessly until SB 1226 will be passed.

Having Bill 1226 in front of you, what is PPUC planning to do?

A. Continue to deny the fact that the tariff they approved over 20 years ago must be revised and changed by including provisions of the SB 1226 and separate this tariff from the tariff concerning Dial-tone connection;

B. Using their power and provide long needed changes in rates for suspended telephones in Pennsylvania as in other states;

C. None of the above allowing Verizon to continue defrauding the consumers of Pennsylvania.

The many exceptions I made to the Docket 2013-2371560 makes the entire ID and Order be taken off the records as ID did not resolve anything. The main question I was asking during the hearing was the meaning of confirmation number issued every time when I asked to suspend my telephone. The issue of confirmation numbers was discussed in 2009, 2011 and 2013. These words of "confirmation number" were eliminated purposely from the 20 pages of the recent ID and never were mentioned in any other documents from Verizon nor ID of the other ALJ. Even though that Verizon admitted that there was a flat rate issued to me for \$6.0 a month for nine months which makes Verizon to admit that I did not owe Verizon additional fees they claimed in filing with collection agencies. The bias ALJ was unable to conclude that admittance of Verizon the truth concerning flat fee should close the hearing and request Verizon to remove their falsifications from the records of collection agencies.

Verizon's burden of proof was not satisfied. The main issues of my complaint were not resolved and that concerned the meaning of suspended line when there is no dial-tone, no signal, and no voice service, the meaning of confirmation number, record keeping and recordings and availability of transcripts of the conversations.

How long will PPUC drag their feet without properly resolving Verizon's unjustifiable tariff for suspended lines when no signal is coming from Verizon's main office at the time when the phone is in suspension?

I am about to file another complaint. On December 18, 2013 I requested to put my phone on suspension from January 9, 2014 and was given by Renee of Virginia a confirmation number PA 1115430188 with a flat fee of \$8.0 per month and no additional fees, taxes nor \$26.0 to suspend my telephone. As usual Verizon "doesn't keep the records of the conversation between their representative and me" and therefore they continue to send me bills of not what was assigned to my account and that was \$8.0 a month and no additional fees. Instead, they continue to bill my account as if the phone is fully operational. I do not have to ask Verizon anymore to provide the records they do not keep; I made my own recordings while on the phone with Verizon.

What was the achievement of the court hearing on November 26, 2013 if Verizon is making another "mistake" in the series of many prior "mistakes"? ID did not resolve the reason for sustainability and validity of confirmation numbers issued by Verizon. The whole intent for ALJ was not to judge and to make the consumers to subsidize Verizon and allow Verizon to continue to defraud the consumers. How many more mistakes is Verizon allowed to make without resolution to stop it? The same mistakes were previously made by Verizon and even in 2014. Therefore the ID ALJ signed is worth nothing. It is not acceptable and therefore must be annulled because Verizon continues the same mistakes and I have to continue to file complaints.

Page 1 of this ID, the text should read as follows except the statements highlighted in yellow:

"This Initial Decision dismisses the Complaint of Lidia Shan for her failure to carry her burden of demonstrating that there are incorrect charges on her bill, or that Verizon provided her with inadequate or unreasonable service."

This Initial Decision has no proof, nor basis to dismiss my complaint. My burden of proof was satisfied when Verizon in court hearing demonstrated by admitting that there was a conversation concerning suspended services with the flat fee of \$6.0 monthly for nine months. These charges were paid in full. The charges Verizon demanded were incorrect due to the confirmation number and flat fee issued in November 21, 20011. Verizon falsely accused me in delinquency when there was no delinquency and these charges were not based on confirmation number issued for my account. Verizon could not provide any services because the services were suspended and therefore the services cannot be qualified adequate or inadequate, reasonable or unreasonable. Verizon doesn't have any documentation to sustain their proof in order to dismiss my complaint. My complaint must be satisfied.

Page 4 of this ID, the text should read as follows except the statements highlighted in yellow:

ID stated that "In addition, respondent noted that to the extent that the complainant is challenging her responsibility for payment of this balance on the basis that the charges for Verizon PA's "vacation" service are somehow improper, this issue was finally resolved by the Commission in the complainant's 2009 proceeding."

Why does Verizon always falsify the evidence and PPUC accepts these fabricated statements? No, it is not "somehow improper" it is illegal to overcharge the consumers for services Verizon doesn't provide. No, I am not challenging my responsibility for payment because I did not have a balance to pay. I paid in full what I owed according to the confirmation number issued to me to suspend the services. The rest was the responsibility of Verizon burden to prove that I owe them any balance but Verizon failed to provide the records, recordings and transcripts failing to satisfy their burden.

This is a deceitful statement. The issues of costs of operational procedures to suspend the services was never disclosed and therefore this issue was never resolved by Commission making more complaints to be initiated in the future until PPUC will use their power to end this fiasco.

"Respondent denied any allegation that the balance owed, or the company's attempt to collect the balance, is in any way illegal or improper."

Of course it is illegal and improper. Verizon insisted in their "Motions" that they do not have any records, recordings or transcripts of the conversation on November 21, 2011 when they collect recordings of all private conversations of the citizens of USA and around the world. This is why the denial of facts is considered illegal and improper not to provide necessary documents to prove otherwise.

Page 5 of this ID, the text should read as follows except the statements highlighted in yellow:

"Complainant's response was due on or before September 4, 2013. Complainant did not file a response to Verizon's Motion."

This statement is deceiving because the response was filed with PPUC but apparently was removed from my file by someone at PPUC without my knowledge or approval and I found about it much later. I personally e-mailed to ALJ the response to Verizon's "Motion".

"On August 9, 2013, complainant filed with the Commission a document that she identified as "New Matter" in response to respondent's Answer to her Complaint at the above referenced docket number.

On August 15, 2013, respondent filed its Motion Of Verizon Pennsylvania LLC To Strike The New Matter Of Lidia Shan. In its

Motion, respondent indicated that, although the Commission's regulations allow for the filing of an answer to a complaint, and also allow for the filing of replies to New Matter contained within an Answer, the regulations do not allow for the filing of New Matter by a complainant in response to an Answer. Respondent indicated that since it's Answer to the complainant's Complaint did not contain New Matter, no further response by the complainant is appropriate or permitted under the Commission's regulations. Respondent maintained that since the Commission's regulations do not allow for a response to an Answer, the complainant's New Matter should be stricken in its entirety. Respondent endorsed its Motion with a Notice to Plead. Complainant's response was due on or before September 4, 2013."

"Complainant did not file a response to Verizon's Motion."

Regardless how the document was named "New Matter" or any other matter the content of the document must be read and accepted because I was objecting to Verizon's "Answer." Verizon had no rights to name their document under the "Answer" where the "Answer" not only did not have any answer; there was nothing in that answer that could be justifiable as answer. ALJ accepted this document and did not interfere by asking Verizon to respond to my complaint appropriately and respond to the important issues raised in the complaint. I considered this inactivity on ALJ's part as a misconduct to not act accordingly with the definition and professional code of ethics to show his impartiality. These were my first impressions of the ALJ's conduct that demonstrated him as a bias judge to decide later to disqualify ALJ.

Regardless of the allowances in the regulations Verizon violates many of them as such Verizon conceals the facts and make belief tariff for suspended services as services they provide but they do not.

"On September 15, 2013, complainant filed with the Commission a document that she identified as "Petition To Assign A New Impartial ALJ For Scheduled Hearing On September 27, 2013."

Page 6 of this ID, the text should read as follows except the statements highlighted in yellow:

"On September 27, 2013, Verizon filed its Answer Of Verizon Pennsylvania LLC To The Motion Of Lidia Shan For Disqualification Of A

Presiding Officer. In the Answer, Verizon requested that the complainant's Motion For Disqualification Of A Presiding Officer be denied in its entirety."

The chronology of events described in ID is missing a portion when ALJ cancelled the hearing on September 27 because he was disqualified. ALJ supposed to reply to my "Motion" immediately and recuse himself after the "Motion to request an impartial ALJ" was issued. Therefore ALJ was disqualified. Regardless what Verizon wrote much later doesn't constitute that ALJ may continue proceeding in this case nor deny my "Motion for disqualification". It was not accepted by me, the opponent, because I was the first one to request the disqualification for reasons described in that "Motion." The reasons were his misconduct and abuse of power, the dissatisfaction with ALJ performance and his negative, bias approach to resolve what was not resolved for four years. By denying the "Motion" in its entirety doesn't qualify ALJ as an impartial judge. In my experience with ALJ at PPUC all of my "Motions" were always denied by Verizon and these denials were accepted by assigned ALJ when my "Motion" had always objections to Verizon unlawful behavior and misinterpretation of facts, I described in my "Motions" however Verizon was never responding to them appropriately and ALJ at PPUC never interfered to stop Verizon from deceitful acts.

What a disaster to ask any ALJ at PPUC to justify their presence on the bench in the court room if they are not qualified to interpret the importance of a confirmation number Verizon issues nor the difference between connection or disconnection of lines. The issue of confirmation numbers and the reasons for issuance was eliminated entirely from the discussion of 2014 ID. In the Docket #2011-2243183 I was questioning the confirmation numbers and their correlation with the rate issued by Verizon. That issue was never resolved by ALJ D. Buckley. He never expressed his interest either to resolve the confusion what Verizon was selling to the consumers. Verizon continues to practice the same sham regardless that regulations do not allow Verizon to defraud the consumers. This was the reason to file another complaint assuming that PPUC will understand that they must use their power to regulate in order for people not to complain. Instead, they appointed ALJ who was not interested to know of ongoing problems, failed to request from Verizon recordings of the conversation between Verizon and me on November 21, 2011, and was not interested to understand that the issues of previous complaints never resulted in satisfaction of the complaints. The complaints were legitimate complaints concerning issues that were

illogical and ambiguous. What a coincident the testimony of Verizon's Ms. Regina Ryan when she stated that when the phone is in suspension there is no dial-tone, no signal, and no voice service. Her statements were also eliminated from discussion in ID 2009-2150021! Are these other erroneous mistakes Verizon and ALJ made during their preparations of concealed evidence in ID?

This is the reason for me to work tirelessly and push SB 1226 to make legislators to vote on this bill. The nuisance of Verizon practices must be stopped!

Time and time again I am faced with the ambiguity of Verizon and their sponsors at PPUC that accepts any incompetent statements Verizon provides. It was proven through the arguments that Verizon disingenuously interpreted their own facts or denied the facts they had by refusing to disclose recordings of my conversation with the company when they are the world's known spies listening to all conversations of their citizens. ALJ accepted these disingenuous statements allowing Verizon not to provide requested information. How could I trust appointed ALJ to judge when his conduct was in question? That was the reason for me to request his disqualification.

Therefore the signed ID of 2014 must not be accepted for ruling by Commission as ID of Docket 2013-2371560 is flawed with many incorrect statements, Verizon's lies, by disqualified ALJ and his bias opinions. This ID must be annulled as it doesn't reveal the true reasons and issues of many complaints I filed, it doesn't disclose the facts and differences between suspended line and the dial tone line correlated with the costs, based on the issuance of confirmation number and the issuance of particular rate assigned. This ID is unacceptable, illegitimate, disingenuous document.

Page 7 of this ID, the text should read as follows except the statements highlighted in yellow:

"on October 8, 2013 I ordered that the pleadings at this Docket be closed, and directed the Secretary's Bureau to not accept any additional pleadings at this Docket number."

ALJ was not interested to resolve impartially this case due to my arguments proving that Verizon deceitful practices were recognized and they could not convince me anymore that they had any legal rights to file with collection agencies. ALJ was incapable to mediate and find the solution; instead he decided to shut me up by closing the

Docket. What did he achieve by doing it? Absolutely nothing! His task was to resolve the continuous complaints but he failed.

ALJ violated my freedom of expression. He ordered the Secretary of PAPUC not to allow me legitimately to stop Verizon from producing their "Motions" without responding to my arguments. ALJ accepted Verizon's fabricated unproven gobble-y-gook as answers where there was not one line that could state the truth.

This was the reason to disqualify him as a bias ALJ.

This ID states that "The hearing convened as scheduled on November 26, 2013."

The hearing was supposed to take place on September 27 not as it states in ID. It was cancelled for the reasons of disqualifications of ALJ and this ALJ had no rights to reschedule new hearing due to his disqualification. But at PPUC everything is possible what is against the law. In the article in Nation magazine "Jad Rakoff's War", he stated that the Regulatory agencies are too cozy with the people they are supposed to regulate. In the society in which the Regulatory agencies place such a huge role, there is a need for greater review and greater oversight than currently exist." Jad Rakoff is a Federal District judge.

"Respondent offered eight exhibits (Verizon Exhs. 1 through 8) during the hearing"

The majority of the exhibits were illegible because there were no explanations of what they meant; they were part of some kind of codes. Although I was asked by ALJ whether I allow these exhibits to be admitted I decided that it will not make any difference as they were irrelevant to the case.

Page 8 of this ID, the text should read as follows except the statements highlighted in yellow:

"Pursuant to Section 27 of Verizon's Tariff Pa.P.U.C.-No. 1 regarding suspension of residential service for a period longer than 30-days, a Verizon customer whose account is suspended will be billed the full monthly rate of the following:

Dial Tone Line Charge (USOC-DTLRX) as specified in Local General Tariffs Pa. P.U.C. -Nos. 180A, 182, 182A, 185B and 185C.

Line Cost Charge (USOC-9ZR11).

Telephone Company Equipment, Charge Listings, Custom Calling Service, Touch-Tone and Wire Maintenance Plans. Federal Universal Service Fund (FUSF). Tr. 36-37; Verizon Exh. 2.

Residential customers who suspend their service are also billed state and federal taxes during the period the account is suspended. Additionally, Verizon assesses a one-time fee of \$26.00 for the suspension. Tr. 37, 39; Verizon Exh. 3.

An account that is voluntarily suspended still belongs to the customer. Verizon holds the number for the customer until it is eventually restored. Tr. 38."

In 1997 Commission approved Tariff 1 that stated:
BELL ATLANTIC -Pa. P.U.C.-No. 1. Section 22C
PENNSYLVANIA, INC. Seventh Revised Sheet 1
Canceling Sixth Revised Sheet 1

DIAL TONE LINE CONNECTION AND MISCELLANEOUS CHARGES

2. REGULATIONS

a.

One Dial Tone Line Connection Charge applies for each line connected or changed, i.e., coin to non-coin, Foreign Exchange to local exchange, etc. This charge includes the normal placement of a NI and/or a protector if necessary. Exceptions are listed in b. following.

b.

Dial Tone Line Connection Charges do not apply under the following conditions:

(1) When dial tone lines or trunks are temporarily suspended or restored.

ISSUED JANUARY 31, 1997 EFFECTIVE (APRIL 1, 1997)
MAY 1, 1997

I question the Commission of the same office of PPUC how could they approve in 1997 the same operation for suspended lines and services for Bell Atlantic and suddenly for the same operation change the statement that consumer have to incur charges? The only difference is the name of the operator; it was Bell Atlantic and then Verizon. What were the conditions and quality of the wires and the signal of dial-tone connection provided by Bell Atlantic in comparison to Verizon? I have not read any disclosure that would differentiate some quality between approved by Commission tariff in 1997 for Bell Atlantic and approve the same operation for Verizon that rips off the consumers. Neither Verizon nor PPUC elaborated on these issues to prove otherwise when I was questioning them. What was the thinking of the Commission in

1997 in comparison to later version of the same tariff to approve continuous fraud for Verizon?

I am complaining about this concealed portion of the tariff for four years. This portion of the tariff is a sham and it doesn't belong to the tariff No 1, section 27 because:

1. The tariff concerns "Dial-tone connection" when the phone is in operation and there is a dial-tone, a signal, or voice service on line and the phone has a ring.
2. The portion that concerns suspension is included in this tariff conceals the information that the line is disconnected which means that the customer is not aware that the line doesn't have a dial-tone, signal or voice service.
3. At the hearing in 2009 I requested Verizon to provide estimated costs for the disconnected lines and suspended lines. Since Verizon has refused to provide this information the question remains open. How was it estimated that the customer must pay full operational cost plus one time assessment of \$26.0 when the phone is not in service? The bottom line is that the customer is being ripped off by Verizon with the help of PPUC.

What this proves is that my complaints were adequate to make PPUC and Verizon change the tariff No 1 and adopt a flat fee for temporarily suspended phones due to the fact that the main services of suspended lines are in non-existence and could not be equal in price to the full operational cost what Verizon bills consumers.

"Since the complainant does not subscribe to a monthly service plan that has a fixed monthly fee, the monthly rate for her plan is the same whether it is in active or suspended status. Tr. 38-39."

This is another Verizon deceptive statement. Why would Verizon make a meaningless statement that have nothing to do with the discussions of this ID concerning the confirmation number and issuance of a flat fee? The only reason for this is to manipulate the facts and to confuse everybody because nobody at PPUC reads what Verizon supplies them with. They are blindfolded by Verizon dollar signs. From my experience dealing with Verizon, they are experts in mastering these techniques. Only ALJ and Commission at PPUC were not able to oversee and recognize what a circus they are agreeing with by signing their Orders to close what was never resolved. Apparently I do subscribe to a monthly service plan that has fixed monthly fee.

In my correspondence with Ms. Thomas of Presidential Escalation Team I questioned this particular statement of ID. According to Ms. Kim Thomas of Presidential Escalation Team in her e-mail she stated that: "Monthly service plan and fixed monthly fee sound like different verbiage for a monthly charge. Just as I explained there is no monthly-recurring fee with the Budget Local Calling Plan...these are all similar terms just referring to what you pay per month for your service."

Thank you,
Kim G. Thomas
Presidential Escalation Team
Verizon"

The tariff No 1 is not indicating how different monthly rates or plans are affecting or correlating with the dial-tone connections or suspension status to make this bogus statement ALJ signed his name under. My question to ALJ and Verizon is: What was the condition of the services my line received while in suspension? Was the dial-tone connection on or off? How ALJ and Verizon could evaluate the quality of services that are being cut off and make a statement that even the Chinese wall will not be able to carry? Were the non-existing services adequate or inadequate, reasonable or unreasonable probably Einstein would not be able to answer? Apparently Verizon and ALJ can, otherwise they would not bring these issues into a different subject matter. I believe the line was disconnected and no services were provided. Whether the services were perfect or imperfect is hard to tell when they are in non-existence.

Page 9 of this ID, the text should read as follows except the statements highlighted in yellow:

"On November 21, 2011, a Verizon Customer Service Representative incorrectly informed the complainant that the rate to suspend service on her telephone line was a flat fee of \$6.00 per month. The representative also informed the complainant about the one-time suspension charge of \$26.00. Tr. 8, 13-14, 39, 42; Verizon Exh. 4; Comp. Exh. 2."

This is an incorrect statement because every year since I began to request a suspension of service, Verizon representatives from around the country were issuing confirmation numbers with a flat fee and no additional taxes or one time assessment of \$26.0. It was not stated at that time of the conversation that assessment of \$26.0 was included. There would be no confusion of what exactly happened on November

21, 2011 if Verizon would provide requested recordings. Otherwise Verizon has no proof as only Verizon representative and I heard what was stated at that time and therefore what is described in this ID is falsification. At the moment when the conversation took place between Verizon and me there were only two people and no witnesses nor recordings of the conversation. How can this conversation become incorrect information? Am I guilty if Verizon makes too many mistakes? The truth of the matter is that they were not mistakes at all; it is another manipulation of facts identified and described by Verizon. Verizon and ALJ have no rights to state that Verizon's representative incorrectly informed me of a flat fee for the suspended services when around the country where Verizon operates only a flat fee is approved for suspended services.

Verizon writes in ID that "On December 19, 2011, a Verizon Customer Service Representative spoke with the complainant and informed her about the erroneous \$6.00 per month quote and informed her that the rate for suspension would be \$7.75 plus taxes and fees, or approximately \$16.00 to \$17.00 per month instead. The Representative offered to honor the \$6.00 per month rate for six months, with the remaining months to be billed at the tariffed rate."

There was no need to make an offer and honor the rate for six months when it was established by confirmation number a rate for nine months with a guarantee! The December 19, 2011 conversation happened because I made a call to Verizon concerning the bill of charges I received that were not reflecting the existence of a confirmation number issued just one month ago. Verizon failed to inform me regarding their sudden offer. What your representative told me is irrelevant because this conversation happened a month later when the confirmation number was already issued and supposed to be recorded in the system a month earlier. That is a guarantee and Verizon cannot overturn their guarantees. I did not have to accept an offer if I had a guarantee for nine months. If ALJ would be impartial he would exclude this statement from the "Motions", from the hearing and from ID because it is Verizon responsibility to honor a confirmation number and not what someone stated a month later. What part of law ALJ doesn't understand? It is illegal to overturn something that was confirmed by a confirmation number. This ALJ misconduct makes him to be disqualified.

How could it be an "erroneous mistake" in November 2011 if in December 2013 the same "erroneous mistake" happened again of exactly the same scenario when I asked Verizon to suspend my

services from January, 2014? The confirmation number was issued, a flat fee was issued, no additional taxes added, no assessment of \$26.0 added, but one month later Verizon sent a bill indicating the suspended line was in full operation and never was suspended. Do I file another complaint just in case this ID will not be denied in its entirety and a new hearing will take place to finally make PPUC to regulate Verizon?

How can it be that Verizon is continuously making erroneous mistakes? Why is this qualified as mistakes instead of a normal rate for suspended lines as it is approved in other states where Verizon operates? How did ALJ resolve this problem when "mistakes" were made by Verizon every year? ALJ eliminated all the previous mistakes Verizon made I was complaining about and decided to separate this complaint from previously filed complaints that have never been resolved due to incompetent ALJ. He did not allow me in this proceeding to make a comparison analysis from year to year to prove that the problem is an ongoing problem and it never received attention from an impartial judge to resolve but only from bias judges that caused me to continuously file complaints. Experiencing other ALJ at PPUC conduct and their off the wall statements disconnected from the issues of the complaints in their ID and Orders I disqualified assigned ALJ in 2013 preliminarily. I could not trust that the assigned ALJ will do any better than previously assigned ALJ in their hearings. ALJ was not interested to identify the reasons of my continuation of complaining about the fraudulent tariff for suspended telephone lines. Only incompetent and bias judge would not want to resolve what is pending at PPUC for 5 years.

"On December 19, 2011, at the complainant's request, Verizon cancelled the complainant's request for suspension of service."

I am aware that Verizon comes up with all kind of shams to defraud the consumers. Only impotent mind can come up with this statement. Why would I on November 21, 2011 suspend the services and on December 19, 2011 cancel the suspension? If I canceled the suspension according to this statement what happened to the services? Were the services restored or the line was continuously disconnected? What was the status of my services? Was the line connected or disconnected? I called my phone number during my absence and the recording stated that at the request of the customer the line is being disconnected. Verizon concealed this information from ID. Was I using the phone while away for another nine months? Can

ALJ answer these questions or consult me prior to writing this nuisance?

Verizon must provide the recordings that this conversation took place; otherwise this statement is a fabricated lie.

Page 10 of this ID, the text should read as follows except the statements highlighted in yellow:

"Subsequent to December 19, 2011, Verizon erroneously applied credits to the complainant's account through March 2012, providing the \$6.00 monthly rate she was initially quoted on November 21, 2011. After March, Verizon billed the complainant at her regular monthly rate. Tr. 46; Verizon Exh. 7."

Verizon should not apply "erroneously credits to my account" but honor what they rated on November 21, 2011 and do not falsely accuse me in delinquency when their bills for disconnected line have charged the full operational cost of non-existing services they do not provide. This was the reason of my complaint as I could not owe Verizon any additional fees. This was the reason to disqualify ALJ for not issuing a subpoena for the recordings from Verizon where Verizon would not be able to constantly conceal and manipulate the facts.

"Verizon informed the complainant that her account was not in suspended status. Tr. 47. Complainant placed an order to suspend her service on August 20, 2012 and to have it restored on September 6, 2012. Tr. 47-48; Verizon Exh. 6."

If Verizon would voluntarily provide recordings they would not bring up this nonsense in ID. This statement is off the wall unless Verizon is meddling behind "cooking the books" in my account without making me aware by notifying me.

In summary to this page according to Verizon's statement described in this ID on November 21, 2011 I suspended the services. On December 19, 2011 I cancelled the suspension. On August 20, 2012 I requested to suspend again the same service that was cancelled on December 19, 2011 and then I requested to restore the service on September 6, 2012? How this incompetence could influence ALJ mind to disclose the absurdity of these proportions? Who read the proofs of this insanity prior to the signing of this ID by disqualified ALJ? Based on these statements Verizon manipulated the truth stating that "I did not satisfy my burden of proof" when there are so many incorrect statements made in this delusional ID by Verizon. Verizon cannot

prove that I owe them any additional fees besides those I paid. How could the disqualified ALJ possibly accept these inconceivable statements? Bias ALJ was disqualified for these reasons.

What was the operational procedure for Verizon to change from disconnected line to suspended line? None! Because in both situations the switch is off on the switchboard in operational office and no other procedures were needed. This was admitted in the court hearing on September 30, 2010 and yet, Verizon still wants to charge full operational cost for suspended line and make false accusations that I am in delinquency.

Page 11 of this ID, the text should read as follows except the statements highlighted in yellow:

"To establish a sufficient case and satisfy the burden of proof, complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint."

Simple arithmetic can prove that by adding all the payments together for nine months was my rate to pay. I provided an exhibit stating that every month I was paying \$6.0 until I requested to connect my telephone. Verizon admitted in court that I paid the full amount I was supposed to pay. How could it happen that I owe an extra \$70.20? I am surprised that the attorneys cannot add and subtract in their heads otherwise they would never bring this issue to the court. I do not know why law offices of Verizon needed in court another legal advisor who was "adding walls together proving that it was the floor of another building." That was how I felt when listening to the statements of Verizon when it was evident from the beginning that they were wrong and they should drop the charges after admitting that I did pay properly and remove their demands from the collection agencies. I am not sure but I believe that Verizon still demands from me the \$70.20.

From reading 20 pages of nuisance in this ID and previously written pages by other ALJ their fabricated IDs I am convinced that all ALJ I had experience to deal should be disbarred from practicing law together with Ms. Janet Miller and Mr. Steven Haas. These people do not represent the law of the land but rather unlawful activities they are practicing. It is inconceivable to read this "bestseller" of lies in one document made available by a Regulatory agency. It was proven that the Tariff 1 Verizon presented in this ID is flawed and fraudulent. It was proven that Verizon was responsible for not providing the recordings to clarify that there was a confirmation number and a flat fee of \$6.0 a month for nine months

issued on November 21, 20011. It was proven that the flat fee issued to my account were paid in full and therefore Verizon is responsible and accountable for falsely accusing me in delinquency by filing falsely with collection agencies and trying to discrediting my financial integrity. Verizon is responsible for forcing me to file this complaint Docket 2013-2371560. Therefore Verizon committed unlawful act by falsifying my delinquency and to discredit my superior credit rating.

DISCUSSION

Page 12 of this ID, the text should read as follows except the statements highlighted in yellow:

"A utility's Commission-approved tariff (list of services, rules for service and rates for service) has the force of law and is binding on the utility and its customers."

Verizon in their Commission-approved tariff doesn't specify the list of services, rules for services and rates for services for suspended telephone lines. This statement is flawed. How can this Commission-approved tariff be in existence if it doesn't provide the information concerning the services and could have "the force of law binding on its customers"? These are the questions I was asking in my complaints but they were omitted from the entire ID signed by different ALJ for five years.

- A.** "Tariff provisions approved by the Commission are *prima facie* reasonable.
- B.** Verizon's Tariff Pa.P.U.C.-No. 1 enjoys all of these legal presumptions.
- C.** The Public Utility Code at 66 Pa.C.S.A. § 1501 requires public utilities to provide reasonable and adequate, not perfect service."

A. Tariff provisions are not "prima facie reasonable." How can these provisions be reasonable if there are no services provided and the tariff conceals this evidence?

B. What audacity Verizon has to make a statement that the tariff they defraud the consumers with "enjoys legal presumptions?"

C. The public utility Code 66 Pa.C.S.A doesn't describe public utility requirements when the utilities do not provide any services adequate or inadequate, perfect or imperfect but are charging the full operational cost for non-existing services when the line is temporarily suspended. These general terms must be exempted from ID and the Code must be revised adding the terms for non-existing services. This statement

doesn't clarify anything in this case or doesn't make Verizon stop from manipulating the facts.

Page 13 of this ID, the text should read as follows except the statements highlighted in yellow:

A. "We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility. (footnote omitted). 478 A.2d at 949.

B. The statutory definition of "service" is to be broadly construed.¹ *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n*, 654 A.2d 72 (Pa.Cmwlt. 1995). In applying the facts to the law, the issue becomes whether Verizon's actions as described in the Complaint rise to the level of inadequate service that constitutes a violation of the Public Utility Code.

C. In the present case, the record demonstrates that when the complainant requested suspension of her telephone service in November 2011, the Verizon representative informed her that the suspension rate would be a flat charge of \$6.00 per month. The complainant argued that by not honoring the \$6.00 rate quoted to her, Verizon charged her incorrectly and also provided her with inadequate and unreasonable service.

A. As a fact PPUC and assigned ALJ purposely did not recognize the violations of Verizon and did not take any actions even though the violations were evident. I requested in my letter of January 27, 2010 and in the court hearing on September 30, 2010 from ALJ to force Verizon to provide the operational procedures and costs related for the non-existent services during the suspension. ID omitted all these requests and up till now I still did not receive any answers. Besides, PPUC and ALJ falsely exempted from ID the testimony of Ms. Regina Ryan of Verizon who stated that when the phone is in suspension there are no services as there are no signal, no dial-tone, and no voice services. If these main services are switched off and the consumers cannot use the telephone, Tariff 1 does not clearly disclose that these services do not exist. The other services are not reflecting on the cost and not important and therefore could not be equal in price of full

operation of the chosen monthly plan and could not be enforced by this Tariff as there is no disclosure of operations included in suspension of services that could substantiate the statement of this Tariff.

B. If service is not provided by utility how can it be qualified whether it is adequate or inadequate? Verizon's Ms. Ryan clearly stated that there are no services during the suspension period. My complaint also questioned the tariff based on my assumption that there should be no costs attached when the phone is not in service. That concludes that Verizon is in violation and PPUC should have taken appropriate action years ago.

C. When the services were not provided during the suspension period and I was still paying the rate under the confirmation number issued to me and accepted by two parties, Verizon and me, during the conversation on November 21, 2011, there should not be any argument on Verizon side especially when they concealed the recordings as evidence. If the services were cut off, how can it be determined whether the services were adequate and reasonable or inadequate and unreasonable? What is the definition in ALJ and Verizon minds to put qualitative analysis on the non-existent services? Can ALJ and Verizon answer this question? Verizon concealed the evidence and falsely accused me in delinquency filing with collection agencies and discrediting my financial integrity. PPUC has power to take actions under the provisions of the code 478 A.2d at 949, E; however, PPUC purposely failed to provide this assurance for the consumers.

Page 14 of this ID, the text should read as follows except the statements highlighted in yellow

Exceptions are made to the entire page 14 of ID as everything is being already discussed on previous pages. Why is it repetitious and boring?

"Although the complainant was correct that a Verizon representative informed her that the rate to suspend service on her telephone line would be a flat charge of \$6.00 per month, the record also demonstrates: that a Verizon Customer Service Representative subsequently informed the complainant that the \$6.00 per month rate quoted to her was a mistake; that the representative informed her that the actual rate for suspension would be \$7.75 plus taxes and fees, or approximately \$16.00 to \$17.00 per month; that the representative offered to honor the \$6.00 per month rate for six months with the

remaining months to be billed at the tariffed rate; and that instead of accepting the offer, the complainant decided to cancel the suspension order and restore her regular plan.² Even though the suspension request was cancelled, between December 2011 and September 2012 the complainant paid only the \$6.00 monthly rate she was mistakenly quoted instead of the amounts she was properly billed by Verizon. These underpayments resulted in the unpaid balance the complainant now carries on her account.

While it is clear that the Verizon representative misinformed the complainant that the rate to suspend her service would be a flat fee of \$6.00 per month, it is also clear that the law requires Verizon to charge each customer in accordance with its Commission-approved tariff. Whether her service is in active or suspended status, pursuant to its tariff, Verizon was required to charge the complainant approximately \$16.00 to \$17.00 per month. I agree that Verizon did bill the complainant incorrectly when it under-billed her for several months before and after the suspension was cancelled. However, Verizon's error clearly benefitted the complainant in that she ultimately saved money she would not have if Verizon had properly billed her. Regardless, to order Verizon to honor the incorrect \$6.00 rate, which is what the complainant is requesting, would be contrary to the Public Utility Code and to the provisions of Verizon's Commission-approved tariff."

Verizon wasn't interested from the beginning to admit to the false accusations when they were lying and denying the facts that there were any records of a conversation between Verizon and me and only after I had to investigate on my own that there were records then Verizon admitted some facts. Until the recordings of all conversations will be provided by Verizon, PPUC, disqualified ALJ and Verizon have no case and must agree with my exceptions of Docket 2013-2371560 and try this complaint again with qualified, competent ALJ. It was irrelevant whether Verizon's representative subsequently explained something if the confirmation number was issued for nine months with a particular rate a month earlier. Verizon with ALJ were missing the point that they must honor what was guaranteed; nobody has legal rights to deny, overturn or change since it was issued by the same company. The reason for that conversation on December 19, 2012 was that I received the bill from Verizon that did not reflect the rate that was established on November 21, 2011. The rest of Verizon's

²The complainant denied ever requesting Verizon to remove the suspension from her account. However, I found Verizon's witness' testimony and supporting documentation (Verizon Exh. 4) demonstrating that the complainant requested removal of the suspension to be credible and convincing. However, this is of no consequence since the complainant's bills are the same whether her service is active or suspended.

testimony is irrelevant and ALJ had no legal rights to support all Verizon's "motions" that were "motionless" since Verizon did not provide recordings of the conversations.

These underpayments resulted in the unpaid balance the complainant now carries on her account."

I am not supposed to carry unpaid balance because it was paid in full within nine months and there was no unpaid balance left over on my account based on the confirmation number and flat fee issued on November 21, 2011. Verizon and ALJ may discuss this issue over and over again but Verizon and ALJ "witness" has no proof that the "witness" was the first to provide for me the offer for six months and I refused to accept. The evidence states that I paid what my account was assigned to pay. Verizon and ALJ "credible witness" cannot state that on November 21, 2011 this witness was speaking with me and offered flat fee for six months instead of nine months. I am not sure what law can be applicable to this dilemma when it is clear that Verizon and ALJ cannot overturn what was issued a month prior to December 19, 2011.

Concerning: "The complainant denied ever requesting Verizon to remove the suspension from her account. However, I found Verizon's witness' testimony and supporting documentation (Verizon Exh. 4) demonstrating that the complainant requested removal of the suspension to be credible and convincing. However, this is of no consequence since the complainant's bills are the same whether her service is active or suspended."

Exceptions are made to this statement from ID Discussion as it is untruthful meaningless and misleading. (read above).

This is a false statement. It is supposed to be based on the fact that my bills must reflect the difference between the services provided and when there are no services. Tariff 1 doesn't indicate the difference between monthly plans and how they influence the total bill when the services are not provided. This portion of the tariff 1 must be revised. It is not that Verizon representative misinformed me concerning the rate when it was issued a confirmation number but rather it is Verizon on this page misinforming me and ALJ that they have witness' testimony and supporting documents of no validity because Verizon is knowingly falsifying the evidence as they can provide any witness who will lie for the money. Only hard evidence should be accepted for discussions and that will be the recordings Verizon is hiding.

Verizon bought every law office in Philadelphia, they bought courts, judges, newspapers, and they donate funds to the elected officials, committees and commissions to control the public.

Am I dealing with the failing second grader that learned how to write but doesn't know how to read and what is it suppose to mean? "and that instead of accepting the offer, the complainant decided to cancel the suspension order and restore her regular plan." What does this suppose to mean? I addressed this nonsense above.

Page 15 of this ID, the text should read as follows except the statements highlighted in yellow:

"Regarding inadequate or unreasonable service, it is clear that Verizon's representative quoted a price of \$6.00 per month when the actual price would be \$16.00 to \$17.00 per month. Complainant relied on this information when she decided to voluntarily suspend her telephone service. However, I found Verizon's witness' testimony credible that Verizon subsequently informed the complainant of this error and offered to honor the incorrect rate for a period of 6 months, with the regular rate applied for the remainder of the voluntary suspension. In the complainant's case, there does not appear to be any benefit in having her telephone service suspended. The charges that Verizon is permitted to charge her under its Commission-approved tariff are equal to what she must pay on a regular monthly basis. In addition to this rate, the complainant must pay the \$26.00 one-time suspension fee. Therefore, not only is there no benefit to the complainant, voluntary suspension ultimately ends up costing her more than she would pay if she just left her service in active status."

Only incompetent or delusional person can make statements of this sort especially when it is written by the government agency who is paid by tax dollars and who supposed to rule and operate accordingly with the codes and laws. It is insulting and shameful for me as an intelligent person to read what this document states.

"While it is clear that Verizon made an error in informing the complainant about the applicable rate, there is nothing in the record to suggest that this was an ongoing problem and it is clear that Verizon attempted unsuccessfully to resolve the problem with the complainant."

I am not going to analyze abilities and competencies of ALJ. I do not understand what is clear in the mind of disqualified ALJ when he states "there is nothing in the record to suggest that this was an ongoing

problem and it is clear that Verizon attempted unsuccessfully to resolve the problem with the complainant”

For the fact ALJ forgot to read his own statements denying the facts that this was an ongoing problem for five years. ALJ stated that he will not allow the ongoing problems to be presented in his hearing being influenced by Verizon interests not to resolve anything by disregarding that previous complaints were never resolved. ALJ denied the records and separated the issues of all the complaints when they were all based on the same problem when the consumers are being defrauded while Tariff 1 is used by Verizon and is not revised as I requested five years ago. All my complaints could not be separated if PPUC, ALJ and Verizon want to find the truth and make a change to resolve ongoing problem. Perhaps this is the reasons why ALJ cannot find the records that would suggest differently. The apparent misconduct in the proceeding of this case made me to disqualify ALJ.

For the facts: Verizon never wanted to resolve the problem with me, they concealed all the evidences I requested from them, they wrote for ALJ their Opinions and Orders, including their wishes to shut me up because of inconvenient truth . ALJ and this ID are misleading, inappropriate; Verizon lied under oath misinforming and concealing from the Commission the facts when PPUC approved Tariff 1.

Moreover, it is important to remember that neither the Public Utility Code nor the Commission’s regulations require public utilities to provide constantly flawless service. Under these circumstances, I cannot conclude that Verizon’s mistake, which it attempted to rectify with the complainant and actually worked to the complainant’s benefit, constituted unreasonable or inadequate service.”

Of course, how can ALJ define the difference between the provided services and cut off services? Commission’s regulations doesn’t require utilities to provide constantly flawless service; however, Public Utility Codes do not indicate anything concerning when the services are not provided at all and that is when the services are switched off from the circuit breaker under suspended mode. How can suspended services have quality when they are in non-existence? How can ALJ make a conclusion based on non-existing services defining them whether they were inadequate, unreasonable or otherwise? Probably Einstein would not be able to make conclusions based on non-existence ALJ made in this ID.

Page 16 of this ID, the text should read as follows except the statements highlighted in yellow:

"While it is clear that Verizon made several mistakes in its dealings with the complainant, I do not agree that their actions were demonstrative of inadequate or unreasonable service. Accordingly, the complainant's Complaint is denied in its entirety. Throughout the duration of this proceeding, it was clear that the complainant wanted to address the issue of the reasonableness of Verizon's rates under its Commission-approved tariff that was addressed in her Complaint at Docket No. C-2009-2150021. As I noted in a prior Order at this Docket, this issue has already been addressed by the Commission on two separate occasions (Commission Orders entered on August 31, 2012 and July 16, 2013). I previously instructed the parties that this issue would not be addressed during the evidentiary hearing at this Docket. However, based on the complainant's testimony it is abundantly clear that she will continue to attempt to revisit this issue until she is satisfied with the outcome"

Based on all the exceptions I made to ID Docket 2013-2371560 this Docket doesn't conclude that the ongoing problem was solved and therefore the complaint cannot be denied in entirety or closed as it states in ID. Twenty pages of false, misleading statements and disqualified ALJ have no legal rights to conclude anything because there are no grounds to deny that I do owe Verizon a balance of \$70. 20. The issues had been addressed but never solved and Verizon continue to defraud the consumers. Being addressed in other Dockets doesn't mean at any extant that my complaints were satisfied.

Nobody can stop me from filing other complaints based on the issues that were closed without any resolution by Commission under Verizon pressure until the issues will be satisfied. I will work tirelessly to make sure that Pennsylvanians will enjoy what other states already have and that is approved by the PPUC Commission flat fees for suspended services.

Page 17 of this ID, the text should read as follows except the statements highlighted in yellow:

"The Commission has on occasion precluded a party from filing further informal and formal complaints when the party has been an abuser of the system"

I cannot be qualified as an abuser of the system because I am not abusing the law. It is Verizon who is abusing the system by defrauding the consumers when they concealed the evidence from the

Commission to approve Tariff 1 for Dial-tone connection. Defrauding the consumers is against the law and Verizon violates the law. Verizon Tariff 1 does not disclose information concerning the suspended services charging consumers for non-existing services. This is an abuse of the system. I have rights to question the approved by PPUC Tariff 1 that does not disclose in details the operational procedures and related costs for suspended services that the Tariff 1 supposed to be based on.

"Similarly, in the instant case, the Complainant should be precluded from filing further informal and formal complaints pertaining to Verizon's tariffs relative to temporarily suspended service or "vacation" service for Complainant's telephone account for the service address of 301 Byberry Road, Apt. F-14, Philadelphia, Pennsylvania."

This cannot preclude me from filing other complaints until Tariff 1 will be revised appropriately.

Verizon and disqualified ALJ have no legal rights to disclose my residence address and this information must be deleted from files and records as I will initiate legal charges against Verizon for disclosing this information in the public domain. This is a violation of privacy act and is considered a punishable offence. It is abuse of the system and abuse of free access to personal information by Verizon.

Page 18 of this ID, the text should read as follows except the statements highlighted in yellow:

Id. at 6-7. By Opinion and Order entered January 12, 2012, the Commission agreed with ALJ Buckley and directed that "Lidia Shan is precluded from filing further informal and formal complaints with identity of issues to the pending complaint, Docket No. C-2009-2150021, for Lidia Shan's telephone account at her current service address."

"Despite the Commission's prior Order, the complainant managed to file the instant Complaint which clearly raised issues from her prior Complaint at Docket No. C-2009-2150021, presumably because she also alleged that incorrect charges were on her bill. However, the complainant's true motive, to once again challenge the reasonableness of Verizon's tariff for suspension service, was evident prior to and during the evidentiary hearing. This resulted in a *considerable waste* of the Commission's and respondent's time. Therefore, the complainant is precluded from filing *any* further informal and formal complaints raising *any issues* pertaining to Verizon's tariffs relative to temporarily suspended service for her telephone account for the

service address of 301 Byberry Road, Apt. F-14, Philadelphia, Pennsylvania. If the complainant attempts to file a complaint that raises these issues in whole or in part, such complaint shall be rejected by the Secretary's Bureau."

According to ALJ refusal to bring the issues of other complaints I filed and not allowing them in the evidentiary hearing the above statement has no validity and must be exempt from the ID of this Docket. I objected to this statement in court and continue to object and request to exclude it from the reading of this ID. Pertaining to the issue of the Tariff 1 and consequential unreasonableness of the decisions made previously in cases which were never resolved to satisfy those complaints this ID must be denied, annulled for not bringing the resolution to revise the Tariff 1. I will agree that indecisive PPUC under Verizon pressure dragging their feet instead of using their power to end the barrage of useless hearings, useless ID, trove of useless paperwork of nuisance as this one is and I have to respond to it is a waste of time. Based on my statement Verizon and disqualified ALJ have no legal rights to preclude me from filing new complaints until they will be satisfied. Again, I must emphasize that the disclosure of my personal information of residence address in public domain will make me bring legal actions against ALJ and Verizon. Disqualified ALJ has no legal rights to make decisions or advises because ALJ has nothing to do with this case. He has no rights to advise the Secretary of Bureau of not accepting additional complaints if ALJ was incapable to resolve what was assigned to him by violating his status to serve the case as an impartial judge.

Page 19 of this ID, the text should read as follows except the statements highlighted in yellow:

CONCLUSIONS OF

LAW

"The complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint. Such a showing must be by a preponderance of the evidence. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. The complainant failed to sustain her burden of demonstrating that respondent has billed her incorrectly for service."

ALJ was disqualified and had no rights to make any conclusions of law in this case. This page is except from read of this ID. I made exceptions to

Verizon statements as the ID was based on no sufficient evidences (Verizon recordings of the conversations were excluded and hidden from evidence) on the Verizon part I requested to present. I warned ALJ that without the recordings as sufficient evidence Verizon doesn't have a case against me and if the recordings will not be disclosed ALJ had no rights to schedule hearing. Based on my request to provide the recordings of the conversations and ALJ denied my request, I disqualified ALJ. Verizon has no legal rights to disclose my personal information in the public domain. However they concealed the facts from the consumers and the Commission that the suspension of services means that the services are not provided and the line is being disconnected. Tariff 1 does not disclose these facts. This concludes that Verizon billed me incorrectly because the confirmation number stated otherwise. Verizon violates the law for selling non-existing services (products) that becomes a rip off of the consumers. It is proven that Verizon is responsible and accountable for discrediting my financial integrity based on falsified statements that Verizon doesn't have records, recordings, and established costs for suspended services.

"The complainant failed to sustain her burden of demonstrating that respondent provided her with inadequate or unreasonable service."

When the services are in non-existence, how can they be measured qualitatively as inadequate or unreasonable because they do not exist? It is Verizon that must prove that non-existing services can be demonstrated in qualitative measurements and supported by cost.

Page 20 of this ID, the text should read as follows except the statements highlighted in yellow:

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Lidia Shan v. Verizon Pennsylvania, LLC at Docket No. C-2013-2371560 is denied;

2. That the Complainant is precluded from filing any further informal and formal complaints raising any issues pertaining to

Verizon's tariffs relative to temporarily suspended service for her telephone account for the service address of 301 Byberry Road, Apt. F-14, Philadelphia, Pennsylvania; and

3. That the docket at Docket No. C-2013-2371560 be marked closed.

This page is except in entirety from this ID.

As it stated above the assigned ALJ was disqualified to initiate an Order to deny my complaint. ALJ was not impartial and was incapable due to his competences to understand the complexity of the case. He refused to accept in entirety the complaint and divided the case in parts that cannot be separated as all the complaints concerns the issues of undisclosed concealed facts in Tariff 1 and consequences that allows Verizon to rip off the consumers by billing inappropriately for undeliverable services. An impartial judge that wants to understand the case would never do what the assigned but timely disqualified ALJ did.

Based on the above exceptions to ID this Order must be denied as it did not qualify the assigned ALJ to issue this Order. The Docket 2013-2371560 cannot be closed based on the fact that it is decided by disqualified ALJ and unjustifiable hearing conducted by disqualified ALJ. I request that my private information concerning my residence address be deleted from all your files and records as it violates my privacy. I request my exceptions to ID be considered as hard evidence that my complaint did not receive proper attention from the assigned ALJ. I request exclude the following portion of Tariff 1 from Dial-Tone Connection Tariff as it has nothing to do with connection of services but rather disconnected services:

"Pursuant to Section 27 of Verizon's Tariff Pa.P.U.C.-No. 1 regarding suspension of residential service for a period longer than 30-days, a Verizon customer whose account is suspended will be billed the full monthly rate of the following:

Dial Tone Line Charge (USOC-DTLRX) as specified in Local General Tariffs Pa. P.U.C. -Nos. 180A, 182, 182A, 185B and 185C.

Line Cost Charge (USOC-9ZR11).

Telephone Company Equipment, Charge Listings, Custom Calling Service, Touch-Tone and Wire Maintenance Plans. Federal Universal Service Fund (FUSF). Tr. 36-37; Verizon Exh. 2.

Residential customers who suspend their service are also billed state and federal taxes during the period the account is suspended. Additionally, Verizon assesses a one-time fee of \$26.00 for the suspension. Tr. 37, 39; Verizon Exh. 3. An account that is voluntarily suspended still belongs to the customer. Verizon holds the number for the customer until it is eventually restored. Tr. 38.”

I reject ID and Order in entirety as it did not satisfy my complaint. Verizon did not satisfy their burden of proof that I owe them any fees. I request Verizon to remove from the records of collection agencies my delinquency. Therefore the ID and Order in the Docket 2013-2371560 must be annulled and an impartial ALJ must be assigned to hopefully resolve what is pending at PAPUC for 5 years.

I am attaching a statement from Senator M. Stack concerning SB 1226.

Lidia Shan

