

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Vernon Robinson CB-3895	:	
	:	
v.	:	Docket No. C-2013-2343289
	:	
Global Tel* Link Corporation	:	

**MAIN BRIEF OF RESPONDENT
GLOBAL TEL*LINK CORPORATION**

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I. INTRODUCTION

Pursuant to Section 5.101 of the regulations of the Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101 and in accordance with the Briefing Order of Administrative Law Judge Mark A. Hoyer (“ALJ” or “Presiding Officer”) issued on March 25, 2015, Respondent Global Tel*Link Corporation (“GTL” or “Respondent”) hereby submits its Main Brief in the above-captioned proceeding.

Respondent respectfully submits that the Formal Complaint in this matter must be dismissed and the relief requested by the Complainant denied. The Complaint fails to identify a statute, regulation or order of the Commission that the Respondent has violated. In addition, the Complainant has failed to satisfy his burden of proof and has neglected to put forth a *prima facie* case against Respondent such that the Commission would be able to grant him any relief. Lastly, The issues raised by the Complaint relating to rates, technical problems and refunds are either outside of the Commission’s jurisdiction or have been resolved and are, therefore, moot. For the reasons set forth in more detail below, the Commission must dismiss the subject Complaint.

II. FACTUAL BACKGROUND

Complainant is an inmate at the State Correctional Institution at Graterford, where he has been incarcerated since 1993. TR 211. At Graterford, Mr. Robinson enjoys phone privileges and makes multiple calls daily to numbers on a pre-approved list. *See*, GTL Exh. B. Inmates are allowed to make as many phone calls as they would like as long as they have funds in their debit account, or if they make collect calls, the called party has the money in their account to accept and pay for those calls. TR 26. Each time Mr. Robinson makes a local phone call, \$1.60 is deducted from his debit account at the prison. TR 28. In his Complaint, Mr. Robinson claims that a number of the calls he placed were disconnected prematurely. *See*, Complaint, Table 1,

below. According to Mr. Robinson, he filed a number of discrepancy forms at Graterford seeking a refund for disconnected calls, and many of his requests were denied. TR 214.

Mr. Robinson testified to a number of problems he experienced with the phone system at Graterford. He described instances where he would have to dial a number multiple times to get a connection, mass shutoffs and glitches that would prevent parties on the phone from hearing each other. TR 211-15. He filed forms to request refunds, but the requests were almost always denied. TR 214.

GTL is a Commission-licensed interexchange carrier that provides phone service to Graterford under a contract with the DOC.¹ At the times in question, GTL served 26 facilities and 60,000 inmates throughout the Commonwealth. TR 57. When an inmate submits a discrepancy form regarding GTL's phone service at Graterford, the document is handled by a phone coordinator at the facility, who is a subcontractor to GTL. TR 127. The authority and discretion to issue refunds rests with GTL. TR 124. If the phone coordinator is unable to ascertain the source of an issue reported in a discrepancy form, a trouble ticket is created and GTL reviews the refund request. TR 128-129. Discrepancies are investigated and GTL will issue credits to inmates if it is warranted. TR 36.

GTL personnel rely on a Department of Corrections (DOC) policy that denies refunds for calls to cell phones to determine whether a refund should be issued. *See*, GTL Exhibit A; TR 32, 35, 37. GTL has the discretion to issue a credit to an inmate's account even where DOC policy would permit denial of a refund. TR 85. GTL oftentimes issues credits for disconnected calls even when the cause of the disconnection is unexplained. TR 35. Mr. Robinson has received

¹ "GTL is authorized to provide interexchange toll reseller telecommunications services pursuant to an Order issued on August 16, 1994 at Docket No. A-310152. On December 8, 2009, the Commission approved GTL's request to detariff." *Joint Application of PCS and GTL*, Docket Nos. A-2010-2194392 and A-2010-2194393 (Order issued October 21, 2010) at 3.

refunds for calls that were prematurely disconnected. TR 129, 178. GTL issued credits to Mr. Robinson even where the cause of the disconnection could not be determined. TR 80, 60-61, 90.

A summary of the calls that Mr. Robinson claims were disconnected prematurely appears below:

Table 1 – Robinson Alleged Disconnected Calls

Date	Time	Number	Duration	Cell No.	Discrepancy	Refund
11/13/12	7:35 pm	2677520267	12 min.	Yes	No	No
12/5/12	8:33 pm	2678719367	5 min.	No	No	No
2/26/13	8:18 pm	2158441263	1 min.	No	Yes	Yes
2/26/13	8:26 pm	2158441263	4 min.	No	Yes	Yes
4/30/13	5:04 pm	2158441263	10 min.	No	No	No
5/14/13	5:03 pm	2158441263	7 min.	No	No	No
5/14/13	7:00 pm	2672667567	10 min.	Yes	No	No
8/6/13	8:14 pm	2158441263	10 min.	No	Yes	No
8/7/13	8:20 pm	2154027032	5 min.	Yes	Yes	No
8/13/13	8:40 pm	2677520267	4 min.	Yes	Yes	No
8/20/13	8:33 pm	2672667567	4 min.	Yes	Yes	No
8/29/13	7:53 pm	2672667567	6 min.	Yes	No	No
8/29/13	8:18 pm	2677520267	8 min.	Yes	Yes	No
9/17/13	5:02 pm	2157581424	2 min.	Yes	No	No
9/17/13	7:05 pm	2677520267	4 min.	Yes	No	No
10/4/13	8:34 pm	2673267498	9 min.	Yes	No	No
10/8/13	8:35 pm	2154001944	11 min.	Yes	Yes	No
1/7/14	6:30 pm	2677520267	9 min.	Yes	No	No
1/14/14	10:25 am	2678881238	8 min.	Yes	Yes	No
1/14/14	6:12 pm	2677520267	6 min.	Yes	No	No
3/1/14	11:33 am	2672667567	11 min.	Yes	No	No
3/26/14	8:01 am	2672667567	12 min.	Yes	Yes	No
3/26/14	8:16 pm	2672667567	12 min.	Yes	Yes	Yes
4/11/14	7:47 pm	2672667567	6 min.	Yes	No	No
5/7/14	3:11 pm	2154001944	9 min.	Yes	Yes	No

TR 220-240; *see also*, GTL Exhibit B.

III. PROCEDURAL HISTORY

On or about January 7, 2014, Vernon Robinson (“Complainant”) filed a Formal Complaint with the Commission alleging that there was a reliability, safety or quality problem

with the telephone service provided by GTL at the State Correctional Institution at Graterford (“Graterford”). Complainant claims that GTL employs practices designed to “gouge” the Complainant and other inmates at Graterford, and that the company neglects to fix technical “glitches” with the inmate telephone system at the institution. Mr. Robinson also complains that GTL refuses to issue refunds when calls are disconnected. Complainant seeks Commission review of GTL’s billing methods, a fix to the glitches and a refund of all monies lost.

The Commission’s Secretary served the Complaint on January 16, 2013, and GTL responded by letter on January 31, 2013. The parties engaged in discovery and GTL provided documentation requested by Mr. Robinson. In addition, Mr. Robinson filed a Motion to Compel and a Request for Subpoena, both of which were denied. Respondent objected to certain discovery requests, and the disputes were resolved by the Presiding Officer.

The parties participated in evidentiary hearings where testimony was taken and hearing exhibits were duly admitted into the record. Telephonic hearings were held on June 26, 2013, June 11, 2014, January 15, 2015 and February 25, 2014. Mr. Robinson proceeded *pro se*, testified on his own behalf and offered two (2) documents as Complainant’s Exhibits 1 and 2. Complainant’s Exhibit 1 is an inmate request to staff and Exhibit 2 is a telephone service discrepancy form. GTL offered two (2) exhibits which were marked as GLT Exhibits A and B. GTL’s exhibits consisted of Policy DOC-ADM-818 and Mr. Robinson’ inmate call log for 2012-14, respectively. After the hearings, the Presiding Officer issued a Briefing Order requiring the parties to file Briefs and Reply Briefs in support of their respective positions.

IV. LEGAL ARGUMENT

The Commission must deny or dismiss Mr. Robinson’ Formal Complaint because he has not met the applicable burden of proof, he has failed to present a *prima facie* case, and he is not

entitled to the relief he seeks. To the extent that he sought legitimate relief, in the form of justified refunds and improvements to the phone system at Graterford, the same has been granted, and therefore, his demands are moot.

A. COMPLAINANT FAILED TO MEET HIS BURDEN OF PROOF

Section 332(a) of the Public Utility Code (“Code”) provides that the party seeking a rule or order from the Commission has the burden of proof in that proceeding. 66 Pa. C.S. § 332(a). The burden of proof in a Formal Complaint proceeding is on the Complainant. It is axiomatic that “[a] litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). A preponderance of the evidence means evidence which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. PUC*, 623 A.2d 6 (Pa. Cmwlth. 1993). More information is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dep’t. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

The Complainant has the burden of proof to establish by a preponderance of the evidence that the Respondent violated the Public Utility Code or Commission regulations. *Griffith v. GTL*, Docket No. C-2008-2081244, 2011 Pa. PUC LEXIS 1861 (Initial Decision, ALJ Salapa,

May 5, 2011). Also, the Complainant has the burden to establish by a preponderance of the evidence the amount that the Respondent has improperly billed him. *Id.* Where the Complainant's statements regarding how much he paid for telephone service or how much the Respondent improperly billed him are inadequate, the Complaint must be dismissed. *Id.*

In his Complaint, the Complainant makes a general statement that there is a “reliability, safety or quality problem” with his service. Complaint at ¶ 4.A. He goes on to claim that GTL employs practices designed to “gouge” the Complainant and other inmates and that GTL provides “inadequate and inept” service and fails to fix problems. Complaint at ¶ 4.B. Mr. Robinson claims that the phone system at the prison has “glitches” and “technical difficulties” that “pilfer accounts daily.” *Id.* Also, Mr. Robinson claims that refunds requests are routinely denied and that he is “robbed” when he is not refunded for interrupted calls. *Id.* Nowhere in his Complaint does Mr. Robinson point to a single statute, regulation or order of the Commission that GTL has violated. In the course of lengthy testimony over four (4) days of hearing, Mr. Robinson again failed to point to a single instance where, either by an act or omission, GTL has violated the Public Utility Code or any Commission regulation or order. The failure of the Complainant to meet his burden of proof requires that his Complaint be dismissed.

Mr. Robinson failed to prove that GTL was responsible for the alleged disconnections. Complainant offered testimony to the effect that, at times, inmates had trouble making calls and would have to redial repeatedly to get connected. TR 212. He testified that this occurred during high volume nights. *Id.* Mr. Robinson went on to say that this issue was resolved and a new problem emerged, namely, mass shutoffs of all the phones at the prison. TR 213. According to Mr. Robinson, “these shutoffs would affect 16 of the 18 phones on the five major blocks.” TR 213. Although Complainant has offered evidence that he experienced issues with his phone

calls, and some of his calls lasted less than the allotted 15 minutes, he has failed to present evidence to prove that GTL was responsible for the problems he experienced. He failed to show that the problems he experienced were caused by GTL and were not simply an issue with call volumes or some other technical issue in the long path of a typical phone call. The Complainant has failed to show how GTL has violated the Commission's rules and regulations, and therefore, the Complaint should be denied.

B. COMPLAINANT FAILED TO ESTABLISH A PRIMA FACIE CASE

A complainant alleging that a telecommunications carrier wrongly terminated a telephone call between an inmate and an outside party must present evidence regarding three elements in order to establish a *prima facie* case. A complainant must (a) present evidence that the inmate connected a call between the prison and a pre-approved number, (b) present evidence that the call was disconnected for no reason that was caused by the inmate's use of the telephone, and (c) show that the recipient of the telephone call had no custom calling features, such as three-way calling or call waiting and that the recipient's telephone is not a portable or cellular one. *Fegley v. Verizon Select Services, Inc.*, Docket No. C-20043621, (Order issued April 24, 2006). As explained in greater detail below, the Complainant may be able to show that he connected a call between himself and a pre-approved number. Also, in some instances, he may be able to show that a particular call ended before a full 15 minutes expired, and that the call was terminated through no fault of his own. However, the record clearly establishes that most of the disconnected calls he complains about were placed to cell phone numbers outside the prison. In instances where the disconnected calls were made to a landline phone, Mr. Robinson either failed to request a refund or was given a refund by GTL. Because, in most cases, Complainant has failed to produce evidence to satisfy all three element enumerated in the *Fegley* case, the

Commission must conclude that he has not established a *prima facie* case that entitles him to any relief.

In support of his Complaint, Mr. Robinson presented evidence regarding what he believed were instances in which he experienced premature disconnections or dropped calls. The Complainant submitted into evidence two exhibits: (1) an Inmate Request to Staff Member dated March 10, 2010, and (2) a Telephone Discrepancy Form dated December 16, 2010. *See*, Exhibits 1 & 2; TR 210. With regard to Exhibit 1, Mr. Robinson stated that, “[i]n March of 2010, I experienced four shutoffs in succession and I lost almost seven dollars in the process.” TR 214. Exhibit 1 shows a notation indicating that a refund request was denied “per DOC policy.” Exh. 1. There is no indication in this exhibit that GTL was responsible for the disconnection or was even made aware of the problem that Mr. Robinson allegedly experienced. This appears to be a form that is internal to the prison and may not have been brought to the Company’s attention. As Tom Fulton testified, on behalf of GTL, some inmate complaints never make it to GTL and are reviewed and handled by DOC personnel according to DOC policies. TR 37. This appears to be what happened in this instance.

For its part, GTL offered evidence to show that something other than GTL’s system could have been responsible for the problems Complainant experienced. Tom Fulton, GTL’s Field Service Manager, testified that it is not correct to say that if just because a cell phone is not responsible for a dropped, that it was automatically GTL’s system’s fault. TR 88. An issue can arise as a result of a variety of factors, not just GTL’s system. *Id.* The call is initiated on GTL’s system, but the call is handed off to other carriers. There are a lot of pieces to any one call, and any one of those pieces along the line could cause a disconnect. TR 89. As Mr. Fulton stated, “[t]here are a lot of different components to a call and a lot of different hands that touch the call

to get it from point A to point B.” TR 90. The fact that a call disconnected does not mean that GTL’s system was responsible for the problem.

Exhibit 2 is a Telephone Discrepancy Form dated March 10, 201 indicating a problem with the phone system. The exhibit describes a situation where Mr. Robinson says all phones in the area disconnected simultaneously. *See*, Exh. 2. Again, there is no indication from the Exhibit or Mr. Robinson’s testimony that the problem is attributable to GTL’s system. However, and perhaps more importantly, Mr. Robinson was reimbursed for the disconnected call as notated on Exhibit 2 itself. As Mr. Fulton testified, sometimes it is impossible to ascertain what caused a disconnection, and in those situations, GTL has used its discretion to issue credits to inmates. TR 80. Again, in this situation, there is no evidence that the problem was caused by GTL’s system, but the Company issued Mr. Robinson a refund anyway.

In addition to the his two exhibits, the Complainant offered testimony regarding other shortened calls to suggest that GTL is somehow responsible for the alleged problem. *See*, Table 1, above. This evidence should be viewed in the context of DOC’s policy regarding reimbursement for dropped calls. Policy DC-ADM 818 clearly states that calls to cell phones “may be automatically terminated” and there will be “no reimbursement” for the call set-up fee if the call is terminated prematurely. GTL Exh. A, pg. 2-3. All inmates are made aware of the policy, and both DOC and GTL rely on this policy in deciding whether to issue refunds requested by inmates for dropped calls. TR 32, 35, 37. In other words, inmates are not entitled to refunds for dropped calls made to cell phones, and both DOC and GTL can deny refunds for terminated calls made to cell phones under the DOC policy.

The vast majority of the calls identified in Table 1 are calls made to cell phones. Mr. Robinson is not entitled to a refund for these calls because of DOC policy but also, in part,

because calls to cell phones are less reliable, and it is more difficult to ascertain whether the dropped call is a result of a bad cell connection or some other issue. *See*, TR 122-123. Of the 25 calls listed in Table 1, only six (6) were made to landline phones; all other calls were made to cell phones. In addition, of the six calls to landlines, only two resulted in Complainant requesting a refund by filing a discrepancy form. Lastly, two of the three calls to landlines where Mr. Robinson filed a discrepancy form were refunded. Simply put, the calls for which Mr. Robinson may have been entitled to a refund and where he made GTL aware of a problem resulted in refunds.

Only one landline call where Complainant filed a discrepancy resulted in a denial of a refund at the time of the complaint. That call was placed on August 6, 2013 at 8:14 p.m. The call lasted 10 minutes and was then disconnected. After listening to a recording of the call, GTL agreed to refund Mr. Robinson \$1.60 for that disconnected call. TR 60-61. Mr. Robinson also received a refund for a four-minute call on August 6, 2013 at 8:41 p.m. TR 90. The Complainant has received the refunds he requested even where he was not entitled to a refund. GTL has reimbursed Mr. Robinson even in situations where Company staff could not ascertain the cause of the premature termination of the call or whether GTL was responsible for the dropped call.

In cases where calls were made to cell phones and the call ended prematurely, GTL was fully justified in denying Mr. Robinson' refund request for the calls based on DOC's telephone policy and GTL's discretion. Mr. Robinson admitted that a vast majority of the allegedly dropped calls he identified were made to cell phones. *See*, Table 1; TR 220-240. Mr. Robinson acknowledged in testimony that the reason most of his refund requests were denied was because the calls he complained about were made to cell phones. TR 244. Under the DOC policy, that is

one of the reasons for denial of a refund. *See*, GTL Exh. A. Mr. Fulton testified that there is a strict DOC policy (DC-ADM 818), which is given to all inmates, that states that there will be no refunds for phone calls made to cell phone numbers. TR 30-33; GTL Exh. A. The DOC telephone policy clearly states:

Warning: calls placed to cell phones, or phones of inferior quality may be automatically terminated due to static, adverse weather conditions, weak signals, or activation of the call waiting feature. If this occurs, there will be no reimbursement for the call set-up fee that is incurred when the number is re-dialed. Likewise, if someone at the called number picks up an extension phone or the all waiting feature has been activated, the call may be automatically terminated, and you will not be reimbursed for the call set-up fee that will be incurred when the number is re-dialed.

DC-ADM 818 at 2-3; GTL Exh. A.

Although DOC's policy warns that there will be no refunds for terminated calls made to cell phones, GTL has the discretion to issue credits for call to cell phones. GTL has discretion to issue refunds based on its own policy. Thus, it is possible for an inmate discrepancy to result in a refund even if inmate called a cell phone. TR 161. GTL could override the DOC policy on refunds and determine that a call has been disrupted because of GTL's system, make an exception to DOC's policy and issue a refund. TR 92. The policy does not preclude GTL from issuing refunds, and in fact, GTL has issued refunds even for calls made to cell phones. *Id.*

The detailed evidence presented above demonstrates plainly that Mr. Robinson has failed to put forth a *prima facie* case, and he is not entitled to the refunds he seeks or any other relief. The vast majority of the calls he complained of, and listed on Table 1, were made to cell phones, and that means that he has failed to establish one of the three crucial elements he needs to prove his case. In addition, where a call was made to a landline and the inmate requested a refund, a credit was issued. In fact, credits were issued even for shortened calls made to cell phones.

Based on the Commission's precedent established in *Fegley*, the Complainant has not presented a *prima facie* case and his Complaint should be denied.

C. COMPLAINANT IS NOT ENTITLED TO THE RELIEF HE SEEKS

The Complainant asks the Commission to investigate GTL's billing methods and the Company's "monopoly." In addition, he wants GTL to fix alleged "glitches" and perceived technical problems with its system. *See, Complaint, generally.* The relief that Mr. Robinson demands must be denied because the problems he identifies are either non-existent or moot. He asks that the Commission look into GTL's billing practices and rates, but GTL charges contract rates over which the PUC has no jurisdiction.² TR 28. Mr. Robinson claims that GTL is a monopoly, but the Company serves prisons through competitively bid contracts, and in fact, it no longer serves Graterford because it was outbid for the contract to serve DOC facilities. TR 131, 136. Lastly, Mr. Robinson asks the Commission to compel GTL to fix alleged glitches with the phone system at Graterford, but the evidence shows that the Company has addressed issues it has identified and the system as a whole is exceedingly reliable. TR 133

The Complainant has failed to point to a statute, regulation or order that GTL has violated or failed to follow. Where a complainant fails to show an act or omission by a regulated public utility that constitutes a violation of a statute, regulation or order of the Commission, the Complaint is properly dismissed. *Daskalakis v. Verizon PA, Inc.*, Docket No. C-2010-2172222, 2011 Pa. PUC LEXIS 2042, (Order issued Apr. 4, 2011) (*Pro se* Formal Complaint dismissed without a hearing). More to the point, Mr. Robinson has failed to show that there are reliability problems that the Commission should address.

² Contract rates approved by DOC are reflected in GTL's tariffs filed with the Commission. TR 131.

As set forth in greater detail above, the Complainant has failed to show that GTL was responsible for the alleged dropped or disconnected calls that he has identified. On the contrary, Tom Fulton testified that “overall the system is extremely reliable.” TR 133. Mr. Fulton went on to explain that under its DOC contract, the goal of service availability was 99.59 percent, and GTL achieved the goal throughout the course of the contract. TR 133. Although service was not perfect, when GTL is aware of an issue that is catastrophic or service-impacting, it is always treated as a top priority. TR 134. Under the contract, there were service level agreements requiring GTL to respond within two hours to a priority one issue. *Id.* If GTL did not respond within two hours, there were specific damages and penalties payable to DOC for not achieving service level agreements. *Id.* In the eight years that Mr. Fulton service the Graterford contract, GTL has never had to pay a penalty for not responding to an issue. TR 136.

When GTL identified an issue with its system, it moved quickly to resolve it. In the past couple of years, GTL identified an issue with an increase in call volumes because of a reduction in rates. TR 135. The system experienced trunk blocks that prevented inmates from calling out, so GTL made adjustments to system configuration and added trunks and circuits to accommodate that additional usage. *Id.* The issue was addressed at Graterford specifically by adding additional outbound trunks and by adjusting how GTL treats the allocation of trunks in the system. TR 135, 144. Complainant acknowledged that when trunks were opened, the problem of inmates having to dial a number multiple times was eliminated. TR 213. In addition, Mr. Robinson admitted that the mass shutoff problem that he complained about was resolved. TR 242. This evidence shows that the technical issues raised by the Complaint are not indicative of a major reliability problem, and that when issues have been identified, GTL has made changes to improve the system.

The Complainant's claims regarding GTL's rates and charges are equally baseless. In his Complaint, Mr. Robinson claims that GTL "gouges" him and other inmates. In reality, GTL rates are established through a competitive Request for Proposal (RFP) and bid procurement that the DOC issues through the Office of Administration in the Commonwealth. TR 130-31. The RFP asks for rate options, and DOC chooses the rates they want GTL to implement for that contract. TR 131. The rates that DOC approved are reflected in GTL's tariffs filed with the Commission. *Id.* In fact, GTL lowered rates about four years ago, and two years ago, GTL reduced cost to in-callers on advanced prepaid accounts. TR 132. As of the first week of December, 2014, GTL matched its competitor's reduced rate, so that the cost for all call types decreased to 5.9 cents per minute from December 6, 2014 to January 11, 2015. TR 132-133. At that point, GTL's contract with the DOC for service at Graterford ended. TR 132. Again, the evidence shows that Mr. Robinson's claims with regard to GTL's rates are unsubstantiated.

D. THE FORMAL COMPLAINT MUST BE DENIED

Mr. Robinson's Formal Complaint purports to seek a fix to perceived glitches in GTL's telephone system at Graterford and a refund of monies he allegedly lost. *See*, Complaint, *generally*. As thoroughly demonstrated above, the Complainant has failed to point to a single statute, regulation or order of the Commission that Respondent has supposedly violated. He has failed to present sufficient evidence to establish a *prima facie* case that could entitle him to some kind of relief. He has failed to show that he is entitled to the relief he demands. Where he has offered traces of evidence, they do not support his case. The Complainant's testimony in support of his Complaint consisted mostly of assertions, opinions or perceptions which he seems to believe in very strongly. "These assertions, regardless of how honest or strong, cannot form the basis of a finding in his favor." *Griffith v. GTL*, Docket No. C-2008-2081244, 2011 Pa. PUC

LEXIS 1861 (Initial Decision, ALJ Salapa, May 5, 2011). Assertions, personal opinions or perceptions do not constitute evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). “Even a *pro se* Complainant must provide relevant and necessary information.” *Griffith, supra*. The Complainant who chooses to represent himself bears the risk of proceeding *pro se*. *Groch v. Unemployment Comp. Bd. of Review*, 472 A.2d 286 (Pa. Cmwlth. 1984); *Vann v. Unemployment Comp. Bd. of Review*, 494 A.2d 1081 (Pa. 1985). The Complainant, proceeding *pro se*, has failed to provide the type of relevant information that may lead the Commission to agree with his view of the case and to sustain his Complaint.

Furthermore, the issues Complainant identifies as problematic (glitches and refunds) have been addressed by GTL. The Company has refunded Mr. Robinson for the calls to landlines that may have been disconnected prematurely. He received \$3.20 for two disconnected calls on August 6, 2013 in spite of the fact that the reason for the dropped call was not definitively determined, and one of the calls was to a cell phone. He also received refunds for two of the calls detailed in Table 1 and Exhibit 2. *See also*, TR 178. In addition, GTL has endeavored to remedy issues that its technical staff has identified as a source of possible disconnections. Mr. Fulton testified that in March 2014, GTL took measures to alleviate line congestion. TR 138-39. GTL opened up all of the trunks at the facility for all call types and the system was reconfigured to alleviate congestion. *Id.* The Complaint should be denied because the actions that GTL has taken address the only legitimate issues Mr. Robinson raised in his Complaint, and those particular grievances are now moot.

V. CONCLUSION

Based on the foregoing, Respondent Global Tel*Link Corporation respectfully submits that the Formal Complaint of Vernon Robinson must be denied.

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GLOBAL TEL*LINK CORPORATION
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Date: April 14, 2015

Respectfully submitted,



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CERTIFICATE OF SERVICE

I, Edward G. Lanza, certify that on this date, I served true and correct copies of Respondent Global Tel*Link Corporation's Main Brief upon the parties named below in accordance with 52 Pa. Code § 1.54:

Via regular mail:

Vernon Robinson CB-3895
P.O. Box 244
Graterford, PA 19426

Via regular and/or electronic mail:

Hon. Mark A. Hoyer
Administrative Law Judge
Pennsylvania Public Utility Commission
Office of Administrative Law Judge
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