

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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PA. P.U.C.
SECRETARY'S BUREAU

Vernon Robinson CB-3895

v.

Global Tel Link Corporation

Docket No.: C-2013-2343289

REPLY BRIEF FOR
COMPLAINANT

I. INTRODUCTION

Pursuant to the Commission's March 25, 2015 Briefing Order, Complainant Vernon Robinson ("Robinson") hereby respectfully submits this Reply Brief in response to Respondent Global Tel Link's ("GTL") Main Brief ("GTL Br") that was filed on or about April 14, 2015.

II. REPLY ARGUMENTS

- I. GTL's claim that Robinson's testimony consisted of "assertions, opinions or perceptions" is a gross mischaracterization.

GTL's attempt to have Robinson's testimony seen as Robinson's own perceptions is wrong. Robinson's testimony should be considered evidence to support his case.

Robinson testified, under oath, in his hearings in the Pennsylvania Public Utility Commission. Robinson's testimony constituted eyewitness testimony. He spoke about what he saw and endured, not about what he heard from another party. Absence of hearsay, Robinson's testimony has to be considered testimony, evidence, from an eyewitness.

GTL had ample opportunity to impeach the veracity of Robinson's statements. GTL cross-examined Robinson and elicited no testimony that hinted at any untruth in Robinson's statements.

Robinson's testimony is actually supported by other evidence presented throughout the hearing. So his testimony should not be characterized as "assertions, opinions or perceptions." It should be viewed as evidence in support of his claim.

2. GTL's claim that Robinson failed to prove that GTL was responsible for the disconnections is false.

Robinson testified about mass shutoffs that cut off 16 of 18 phones on the unit at the same time. To attribute that type of problem to the inmates is ludicrous. After listening to two of Robinson's phone calls, Tom Fulton (GTL's Field Service Technician) testified that the dropped calls were not the fault of the parties whom Robinson called.

GTL claims that Robinson "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." (GTL Br at 7). GTL also goes on to say, "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." (GTL Br at 8). GTL's own words validate Robinson's point.

It was established by Tom Fulton's testimony that the problems from those calls that were played at the hearing were not caused by the party whom Robinson called. So that leaves only one party to accept the blame—GTL.

In *Feigley v. Verizon Select Services, Inc.*, Docket No. C-20043621, (Order issued April 24, 2006)("Feigley") the Commission stated that the inmate service provider: "may not merely

either defer or rely on the requirements of the DOC contract and the private-line side AITS system for its disconnection of inmate telephone calls.” (*Feigley* at 23). If the Commission doesn’t allow for an inmate service provider to blame the DOC for disconnections, that same reasoning should apply to other carriers whom GTL has contracted. Those carriers are essentially working for GTL, therefore GTL is liable for their work pertaining to this institution.

Along with the fact that GTL is responsible for its employees and equipment, GTL has proven they were responsible disconnections by their actions.

GTL continually, on one hand, speaks about problems with the system not being their fault; but on the other hand, they tout the fact that they give refunds, even when it’s not their fault.

“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.” (GTL Br at 9).

“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.” (GTL Br at 10).

First of all, GTL should make a greater attempt to “ascertain the cause of the premature terminations” instead of arbitrarily claiming they are not required to pay refunds. Without figuring out who is at fault, you cannot proclaim that you are not at fault.

In spite of that, GTL’s refunds—which were very far and in between—are an implicit acknowledgment of responsibility. Unless GTL has an unwritten policy of occasionally exhibiting altruistic behavior, they haven’t shown, from previous denials, that they’d pay a refund for something that’s not their fault. The refunds were given because GTL knew they were at fault. GTL just hasn’t given enough refunds to cover the wide scope of their faults. While

Robinson contends GTL has yet to accept full responsibility for their actions. Robinson has proven that GTL was responsible for the disconnections.

3. GTL's contention that Robinson is not entitled to the relief he seeks is contrary to the evidence.

In Robinson's complaint, Robinson requested relief in the form of, among other things, GTL being "ordered to pay for interrupted phone calls that are clearly not the fault of the consumer." *See, Complaint, generally.*

GTL claims that Robinson's claims are moot because they fixed problems in March of 2014, and they've also lost the contract to another company. But Robinson filed his complaint in January of 2013 and alleged problems as far back as 2010. So even if the problems were accounted only from the filing of the complaint, there were many calls made, and disrupted, from January of 2013 to March of 2014.

But Robinson would like to use GTL's words as evidence that relief is required. GTL says, "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." (GTL Br at 13). GTL also says, "If GTL did not respond within two hours, there were specific damages and penalties payable to DOC for not achieving service level agreements." (GTL Br at 13). After speaking at length about their speedy response to problems, in the very next paragraph GTL explains: "In the past couple of years, GTL identified an issue with an increase in call volumes because of a reduction in rates." (GTL Br at 13).

GTL admitted to identifying an issue in "the past couple years." A couple of years seems far from the two-hour window they claimed they were allotted to fix problems. It's also much

longer than the 2-week frame Thomas Fulton was questioned about on cross-examination at the hearing. This is direct evidence GTL had knowledge of an issue with the phones.

GTL is trying to hide behind the fact that they've never paid fines for "an issue that is catastrophic or service-impacting," and "there were specific damages and penalties payable to DOC for not achieving service level agreements." (GTL Br at 13). Robinson never claimed that GTL's technical glitches consisted of hours without service. Robinson averred that the glitches were disruptions that caused an inmate to have to call back and incur, yet, another connection fee. So while GTL's glitches didn't put them in violation contractually, that did not mean they provided adequate service. The loss of monies by the inmates was not considered "catastrophic or service-impacting" to GTL. But that does not mean Robinson is not entitled to the relief he seeks.

III. CONCLUSION

For the foregoing reasons, Complainant Vernon Robinson submits that he should receive the redress that he requests.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Vernon Robinson", written in a cursive style.

Vernon Robinson

CERTIFICATE OF SERVICE

I, Vernon Robinson CB-3895, certify that on this date, I served a true and correct copy of Complainant Vernon Robinson's Reply Brief For Complainant upon the parties named below in accordance with 52 Pa. Code § 1.54:


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