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May 19, 2016

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street – Filing Room (2 North)  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Neil & Gilda Altman v. Verizon Pennsylvania LLC;  
Docket No. **C-2015-2515583; REPLY BRIEF OF VERIZON PENNSYLVANIA LLC**

Dear Secretary Chiavetta:

Enclosed please find Verizon Pennsylvania LLC's Reply Brief in connection with the above-referenced case, which was electronically filed today.

If you have any questions with regard to this filing, please direct them to me. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva".

Suzan D. Paiva  
Counsel for Verizon Pennsylvania LLC

SDP/slb  
Enclosures

**Via U.S First Class Mail**  
cc: Darlene Heep, Administrative Law Judge  
Certificate of Service

**CERTIFICATE OF SERVICE**

I, Suzan D. Paiva, hereby certify that I have this day served a copy of the Reply Brief of Verizon Pennsylvania LLC, upon the participants listed below.

Dated at Philadelphia, Pennsylvania, this 19<sup>th</sup> day of May, 2016.

**VIA USPS FIRST CLASS MAIL**

Neil and Gilda Altman  
819 Hampshire Rd.  
Drexel Hill, PA 19026



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Suzan D. Paiva  
Verizon Pennsylvania LLC  
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Philadelphia, PA 19103

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

NEIL AND GILDA ALTMAN,	:	
	:	
Complainants	:	
	:	
v.	:	Docket No. C-2015-2515583
	:	
VERIZON PENNSYLVANIA LLC	:	
	:	
Respondent	:	

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**REPLY BRIEF OF  
VERIZON PENNSYLVANIA LLC**

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*Counsel for Respondent  
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Date: May19, 2016

Neil and Gilda Altman failed to demonstrate any legal or factual basis to require Verizon Pennsylvania LLC (“Verizon”) to serve them indefinitely over copper facilities. They live in a wire center where Verizon is retiring the copper and migrating services to fiber optic facilities. Having ported their service to a competitor, they are not currently Verizon customers. If they wish to subscribe to Verizon telephone service in the future, that service will be provided over fiber.

As explained in Verizon’s main brief, Pennsylvania law does not require Verizon to use copper facilities to provide telephone service. The choice of facilities in its network is solely Verizon’s, so long as Verizon is able to provide “adequate, efficient, safe, and reasonable” service that is “reasonably continuous and without unreasonable interruptions or delay,” which fiber optic facilities are clearly able to do. 66 Pa. C.S. § 1501; VZ Main Brief (“MB”) at 15-16. Federal law offers a process for copper retirement and Verizon followed the FCC’s copper retirement rules in effect at the time to retire the copper facilities that serve the Altmans’ address. VZ MB at 13-15.<sup>1</sup>

The record also shows that in low copper use wire centers, such as Kirklyn, migrating service from copper to fiber optics is better for all concerned -- even those few customers who wish to purchase nothing more than plain landline service. VZ MB at 3. The Altmans’ claim that copper facilities are “beneficial to many customers that prefer copper landlines” (Altman MB at 7) is unsupported by the facts; it also was rejected by the FCC. Fiber-to-the-premises “upgrades represent a significant improvement to the U.S. broadband

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<sup>1</sup> The Altmans suggest that FCC rules required 90 days’ notice to retail customers of impending copper retirement. Altman MB at 3. That is true under the FCC’s *new* rules, but those rules only took effect March 24, 2016, following publication in the Federal Register and approval by the Office of Management and Budget. This was announced via Federal Register publication at 81 FR 15647. The rules in effect at the time of the events of this case did not require notice to retail customers, although, regardless, Verizon provided multiple notices to customers about the migration. VZ MB at 13-14.

infrastructure.”<sup>2</sup> Fiber facilities provide better and more reliable telephone service for the customer because fiber is more reliable and resilient than copper. Fiber does not corrode when wet, is less susceptible to damage from lightning, is less prone to static and outages, and is much easier to repair, all of which lead to a much lower rate of trouble than copper. Tr. at 111-113. An all-fiber network is more efficient to operate and provides environmental benefits because it requires less power to run, does not use a metal that has to be mined, and runs on lines that are smaller and lighter so that the support infrastructure is smaller and less susceptible to weight wear and tear. Tr. at 112-113. Fiber also allows for advanced broadband, television and other services for those customers who wish to purchase them.

Importantly, the Altmans do not dispute – because they cannot – that Verizon has not required any change to the underlying telephone service when a customer migrates to fiber in a network transformation contact such as that offered to the Altmans. Customers may retain the same Verizon voice services at the same price and functionality that they received over copper and the regulatory status of the service does not change. Tr. at 114.

As discussed in more detail below responding to specific issues raised by the Altmans, Verizon complied with applicable law and regulations and provided courteous communications in connection with its network transformation program.

*1. Alleged harassment:* The Altmans claim that they were “intimidated and threatened” by Verizon’s communications with them relating to the need to migrate to fiber facilities. Altman MB at 1. Verizon’s standard letters and other communications were introduced into the record. VZ Ex. 6, 7 and 10. They are courteous and attempt to explain

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<sup>2</sup> FCC, *Connecting America: The National Broadband Plan* 42 (2010); see also *Ensuring Customer Premises Equipment Backup Power for Continuity of Communications*, Notice of Proposed Rulemaking and Declaratory Ruling, 29 FCC Rcd 14968, ¶ 15 (2014) (noting the “many benefits of fiber-based service” and emphasizing the Commission’s “support and encourage[ment] [of] these and other fiber deployments” as well as its “commit[ment] to maintaining the incentives for providers to deploy fiber”).

clearly the need for fiber migration and the available options for consumers. Verizon continues to work with Commission staff to adapt and refine its communications with Pennsylvania customers to make the transition as easy and seamless as possible for them. Customers receive multiple communications, including an initial letter, telephone calls explaining the migration process, automated messages, and follow-up postcards and letters. VZ MB at 4-8. In the Altmans' case, in response to their informal complaint, Verizon made additional attempts to explain the need to migrate to fiber and the options available. Verizon's director of the network transformation project in the Altmans' area spoke with the Altmans for over an hour and provided them with his direct mobile telephone number for any questions (the Altmans never called). VZ MB at 6-7. The facts show that Verizon was willing to explain the circumstances of the planned migration to the Altmans on multiple occasions and to discuss their concerns. Responding to their questions is neither harassing nor intimidating.

2. ***Porting number to AT&T Wireless:*** The Altmans assert that they had no choice but to port their number to AT&T Wireless. But the record shows that they had several other options. First, they always had the choice to place an order to migrate their Verizon service to fiber facilities, which would have offered superior reliability, a free battery backup with batteries, and the ability to use a fax machine -- all advantages over the AT&T Wireless service based on the needs expressed by the Altmans. That service over fiber could have been cancelled at any time if the Altmans subsequently decided to go to a competitor. Further, following the filing of this complaint, Verizon agreed not to suspend their service while the litigation proceeded. That would have given the Altmans additional time to explore other options for their service. However, once the Altmans initiated the order

with AT&T, only they could direct AT&T to stop the order. Verizon could not cancel the order to port the number to AT&T. The Altmans did not instruct AT&T to stop the order at any time before it completed on December 1.<sup>3</sup> While the brief states that they believed they had to leave Verizon immediately to keep their telephone number, the testimony is clear that Verizon's representative, Kevin Organ, specifically explained to Mr. Altman that even if the Verizon service was suspended, the telephone number would not be lost. Tr. at 179-80. If the Altmans chose not to believe Mr. Organ, that was not reasonable on their part.<sup>4</sup>

3. **Medical certification:** To the extent their brief implies that Mr. Altman's medical condition entitles him to service over copper facilities forever, that belief is not correct. First, the doctor's letter attached to the complaint does not say that "copper" facilities are essential for Mr. Altman's service. It simply states that he "must maintain continuous telephone access from his home." VZ Ex. 11. A fiber telephone line provides the same continuous telephone access as a copper line, over more reliable facilities that are not susceptible to outages or static such as that experienced with the copper line. As Verizon explained in its main brief, the medical certification regulations do not apply here because Verizon does not propose to cease service or to refuse to restore service, as it would in a

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<sup>3</sup> The Altmans now complain that Verizon did not tell them directly that service would not be suspended on December 1. Altman MB at 2. But the request not to suspend service in light of the formal complaint was made by an attorney for the Office of Consumer Advocate ("OCA") on the Altmans' behalf, and Verizon reasonably responded to the OCA lawyer. VZ MB at 8. Given that the OCA even relayed a request from the Altmans to double-check that the suspension was postponed, this reasonably indicated to Verizon that OCA was transmitting Verizon's messages to the Altmans. Tr. at 188. Therefore it was reasonable under the circumstances for Verizon to communicate this information through the OCA's attorney. And in any event the Altmans had Mr. Organ's direct cell phone number and could have triple checked the fact that the suspension was postponed with him at any time, but they did not do so. They also never told him that they had placed the order with AT&T, which Verizon only discovered after the number was ported.

<sup>4</sup> The Altmans also complain that following the switch to AT&T Wireless they could no longer use their fax machine. Altman MB at 3. But they could have continued to use their fax machine had they remained with Verizon and migrated to a fiber line. Customer equipment such as faxes, alarms and medical devices work the same over fiber as they did over copper. Tr. at 131 ("We have customers every day who use fax machines"); Tr. at 157 (technician will make sure fax is hooked up and works); Tr. 132 ("We haven't found anything that we haven't been able to support on our fiber network.")

nonpayment situation. And even if service were ultimately suspended because the customer refused access to install the ONT necessary for the migration to fiber facilities, the customer retains “access to emergency services by telephone” because the customer still has “the ability to dial 911 in the event of emergency.” Tr. at 179; 52 Pa. Code § 64.101. But even if the presentation of a medical letter automatically entitled Mr. Altman to a 30 day extension of the suspension date, as the Altmans argue, Verizon had already agreed to an extension when the letter was presented to it as an attachment to the complaint. That does not mean that the Altmans can use this medical letter as an entitlement to receive service over copper facilities forever. To the contrary, even under the Commission’s nonpayment disconnection rules, following a period of 30 days (or at most a total of 70 days if the doctor renews the certification), if the original grounds for suspension and disconnection are not remedied, service will be suspended and terminated. It proved unnecessary to determine how much of an extension the doctor’s letter warranted because the Altmans ported their number and disconnected their Verizon service. Verizon did not suspend or disconnect it.

4. **Battery backup:** The Altmans complain that customers should not bear the “cost and burden” of buying D cell batteries to keep the Power Reserve battery backup unit operating. Altman MB at 4. But the FCC rules permit a provider to charge the customer for the back-up unit, which would necessarily include paying for the battery replacements.<sup>5</sup> Verizon goes above and beyond what the FCC’s rules require because it provides network transformation customers like the Altmans with a Power Reserve unit free of charge and also provides the first set of batteries for free. Tr. at 122. To its witness’s knowledge, Verizon is the only company that provides the battery backup for free. Tr. at 142. There is no legal

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<sup>5</sup> Report and Order, *In the Matter of Ensuring Continuity of 911 Communications*. PS Docket 14-174, FCC 15-98, released August 6, 2015 (“Battery Backup Order”) ¶ 45 (“Accordingly, we conclude that providers of covered services may charge subscribers for the backup power capabilities provided under our rules.”)

basis for the Altmans' demand for a "better economic alternative" for battery backup.

Altman MB at 7. The Altmans misconstrue the FCC's Battery Backup Order statement that subscribers "should not have to pay for backup power they do not want." That language does not mean that the customer can demand the battery backup for free; it means that customers are free to choose not to have a battery backup at all. And to the extent the Altmans suggest that service over copper facilities is "more environmentally beneficial" because back-up batteries are not needed, (Altman MB at 4) that is not correct. Voice service, whether provided over copper or fiber facilities, requires power to operate. In the traditional copper network, service is powered at Verizon's central office by commercial power, with back-up batteries at the office to continue power in the event of a commercial power outage. VZ MB at 19.

5. *Service issues and credit request:* The Altmans claim that in early 2015 the quality of telephone service "suddenly deteriorated and became unreliable," but the record does not support that conclusion. Altman Br. at 1. As explained in Verizon's main brief, the service outage in February of 2015 was due to an accident where the serving cable became flooded with water, which required a time consuming repair of matching and splicing copper strands. Verizon MB at 10-11. Once the damage was repaired, the Altmans did not report any more service issues for almost nine months, and they concede that Verizon provided out-of-service credits for the February incident.

As to the claim of static on the line in November, when Verizon tested the line at that time it was clear with no trouble. VZ MB at 11. The Altmans concede that a technician responded to their report of static and offered to migrate the line to fiber (which is not susceptible to static) but they refused. Altman MB at 2. The Commission's regulation

(which was waived for the Kirklyn wire center in any event) only requires credit “[w]hen main telephone service is interrupted for a period of at least 24 hours.” 52 Pa. Code § 63.24. The record does not show that they were out of service. As to December 1 and 2, the revised final bill shows an adjustment giving them a credit so they were not charged for those dates. VZ Ex. 13.

6. *Additional requests for relief:* The additional requests for relief listed on page 7 of the Altmans’ main brief are also unsupported. Penalties are not warranted because the Altmans have not demonstrated that Verizon violated any applicable statute, order or regulation. An “impact study” is not required; Verizon has the right to retire copper facilities following proper procedures and only a tiny and still shrinking number of customers are left on copper facilities in these areas. Indeed, the Altmans are the only customers out of more than 5,000 migrated to fiber facilities in Pennsylvania’s network transformation program to file a formal complaint.

And Verizon continues to refine and modify its customer communications based on its experiences and staff input. Going forward, Verizon has designed a special communication initiative for its elderly customers served over copper facilities intended to avoid the type of perception described by the Altmans. Verizon would be willing to report back to Commission staff on the specific changes and results of this modification. There is also no evidence in the record to support the broad assertion that Verizon is “neglect[ing]” the “copper landlines.” Altman MB at 7. In fact, the record shows that when the Altmans experienced a repair issue with their copper cable in February of 2015, Verizon diligently repaired the copper cable, even though it was an expensive and labor intensive process. So

while Verizon plans to retire and remove copper facilities in the Kirklyn wire center, it is doing so in an orderly manner in compliance with FCC rules.

### CONCLUSION

For the foregoing reasons, the formal complaint of Neil and Gilda Altman should be dismissed and denied.

Respectfully submitted,



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