

Act 294

2005 MAR -9 AM 11: 09

SECRETARY'S BUREAU

Case Identification:

C-20043520; Jean Reese v. Verizon North, Inc.

Initial Decision By:

ALJ Ember S. Jandebour

Deadline for Return to OSA:

March 7, 2006

This decision has not been reviewed by OSA.

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3/7/06

Date

Act 294

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Initial Decision By: ALJ Ember S. Jandebeur

Deadline for Return to OSA: March 7, 2006

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Over

Act 294

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C-20043520; Jean Reese v. Verizon North, Inc.

Initial Decision By:

ALJ Ember S. Jandebeur

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Act 294

Case Identification: C-20043520; Jean Reese v. Verizon North, Inc.

Initial Decision By: ALJ Ember S. Jandebaur

Deadline for Return to OSA: March 7, 2006

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X *Kim Sanjivani* _____
Commissioner Date
3-7-06

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March 13, 2006

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PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Jean Reese v. Verizon North Inc.; Docket No. C-20043520; EXCEPTIONS TO INITIAL DECISION

Dear Secretary McNulty:

Enclosed for filing with the Commission are an original and nine (9) copies of the Exceptions of Verizon North Inc. in connection with the above-captioned matter. Copies of the enclosed document have been served in accordance with the attached Certificate of Service.

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

Very truly yours,

Janet L. Miller
Counsel for Verizon North Inc.

JLM/kmg
Enclosures

cc: Honorable Ember S. Jandebaur
Per Certificate of Service

MAILING ADDRESS: P.O. BOX 1778 HARRISBURG, PA 17105

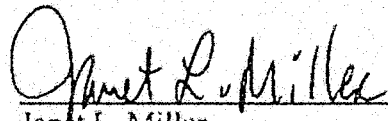
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing document upon the persons and in the manner indicated below.

Service by First Class Mail:

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Janet L. Miller

DATED: March 13, 2006

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Administrative Law Judge
Ember S. Jandebaur

ORIGINAL

JEAN REESE,

Complainant

v.

Docket No. C-20043520

VERIZON NORTH INC.,

Respondent

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EXCEPTIONS OF VERIZON NORTH INC.
TO THE INITIAL DECISION OF
ADMINISTRATIVE LAW JUDGE EMBER S. JANDEBEUR
DATED JANUARY 3, 2006

Verizon North Inc. ("Verizon North" or "Company"), by its counsel in this matter, Hawke McKeon Sniscak & Kennard LLP, hereby files Exceptions to the January 3, 2006 Initial Decision ("ID") issued by Administrative Law Judge ("ALJ") Ember S. Jandebaur in the above-captioned matter. Specifically, Verizon North excepts as follows:

Exception No. 1: Finding of Fact No. 18 (ID at 4).

18. The community of interest of New Tripoli customers includes Schnecksville. NT 39, 42

Verizon North excepts to this Finding of Fact on the basis that the only support for the statement is testimony given by William D. George, II ("Mr. George"), President and CEO of Ironton Telephone Company ("Ironton TC"). While Mr. George may have lived in the area and

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been with Ironton TC for 47 years, he admitted during cross examination that he does not live in and does not receive service in the New Tripoli exchange. NT 37-38, 41. Mr. George based his opinions regarding the existence of a community of interest between Schecksville and New Tripoli on "two previous formal complaints from customers of the New Tripoli area that want EAS to Ironton,¹ and just the general growth . . . over the past 40 years." NT 41-42. Based on this two items, Mr. George concludes that "the community of interest has grown tremendously." NT 42. This is not supported by the facts of this case.

Verizon North first notes that Schnecksville is a town rather than a telephone exchange. Whether a community of interest exists is determined on the basis of telephone exchanges, not on the basis of individual towns with exchanges. Mr. George's statements that a community of interest exists between Schnecksville and New Tripoli are irrelevant to the issue to be decided in this case.

Second, Verizon North points out that the only New Tripoli exchange customer who testified about the need for EAS to the Ironton exchange or with regard to the "community of interest" of the New Tripoli customers was Complainant. No other customer came forward to support her request. Mr. George's statements on this issue are merely his opinion and are based on hearsay statements he claims to have heard over the years. NT 46-47. The ALJ rightly concluded that the petition of New Tripoli customers presented by Complainant to indicate others also were interested in toll-free calling to the Ironton exchange was "unusable as proof of anything." FF 11, ID at 3-4. A determination that a community of interest exists so as to warrant the implementation of EAS cannot be based on the scant and superficial evidence presented by

¹ One of the two complaints referred to by Mr. George, *Mary Jo and Phillip Castrine v. GTE North Incorporated*, Docket No. C-00993015, was withdrawn prior to hearing. Thus, no finding was made in that case with regard to the need for EAS and it cannot be relied upon as a basis for determining EAS is warranted here.

Complainant and the opinions of Mr. George. Finding of Fact No. 18 should, therefore, be stricken.

Even if the Commission were to accept the statements of Complainant and Mr. George as indicating the existence of a community of interest between the New Tripoli and Ironton exchange customers, the extremely low calling volumes produced by the March 2005 traffic study presented by Verizon North do not support a conclusion that these calling needs are shared by the majority of customers in the New Tripoli exchange. WDT - Ryan at 9 Proprietary.

Complainant can only testify as to her calling needs and those needs, by themselves, are not sufficient to warrant the implementation of EAS. No other customer testified (or indicated a desire to testify) with regard to the need to call the Ironton exchange on a toll-free basis and Complainant admitted the calling patterns of other customers in the New Tripoli exchange probably were different than her own. NT 22-23. Mr. George's testimony, if accepted, only shows that he "believes" other residents of the New Tripoli exchange would like to have an expanded toll-free area. For these reasons, the testimony that was presented is insufficient to find that a community of interest exists or that there is a need for the majority of the customers in the New Tripoli exchange to make toll-free calls to the Ironton exchange.

For the reasons set forth above, Verizon North's Exception No. 1 should be granted and Finding of Fact No. 18 should be stricken.

Exception No. 2: Finding of Fact Nos. 20 through 23 (ID at 5).

20. Ironton TC has received complaints from its customers about an extended area of service. NT 46
21. Ironton TC believes if a public hearing had been held in the New Tripoli exchange area "many more customers" would have voiced a need for an extended area of coverage. NT 49

22. Ironton TC believes that the Respondent should implement an extended area of service. NT 54
23. William D. George, II, President of Ironton TC, is 70 years old and has lived in the Schnecksville area his whole life. Ironton TC is a family business and Mr. George has been involved in it his entire working life. Mr. George's opinions regarding the area's community of interests are valid. NT 55-56

Verizon North excepts to each of the Findings of Fact set forth above on the basis that these statements are not based on facts of record presented in this case. Each of these Findings of Fact is based on Mr. George's statement of his opinions. While his opinions may, in fact, be valid, those opinions cannot substitute for facts of record that are sufficient to support a finding that EAS from the New Tripoli exchange to the Ironton exchange is appropriate or warranted as a result of this case.

Complaints that Mr. George may have received from Ironton TC customers "about an extended area of service" are relevant only to decide if EAS FROM the Ironton exchange is warranted. These statements are irrelevant in determining if EAS TO the Ironton exchange is warranted because Ironton TC customers have no standing to seek EAS from the New Tripoli exchange. The standing for such a request lies solely in the New Tripoli exchange customers, only one of whom testified at the hearing held in the proceeding.

Similarly, comments made to Mr. George during social events are hearsay. When questioned, Mr. George testified the statements he made with regard to the existence of a community of interest and the need for EAS were based upon his "personal opinion" and "personal observation." NT 46, 48, 49, 54. Such opinions and observations cannot substitute for facts of record, especially when those opinions and observations were not made by a Verizon North customer from the New Tripoli exchange.

Likewise, Mr. George's "personal assumption" that "many more customers" would have testified about their need for EAS from the New Tripoli exchange if the hearing had been held in the New Tripoli area is without any factual basis. NT 49. Rather, this is unsubstantiated conjecture on his part. The only New Tripoli customer interested enough to appear at the hearing and speak out for the requested EAS was the Complainant herself. No other New Tripoli exchange customer indicated a desire to testify or declared a conflict that prevented such testimony from being given. The testimony of a single customer witness, and the opinions and suppositions of Mr. George who is not a New Tripoli exchange customer, are not a sufficient basis on which to determine that EAS is warranted in this situation.

Mr. George stated he believes Verizon North should implement the requested EAS because "it would be good public relations." NT 54. Again, this is his opinion. He is not in a position to make such a determination on behalf of Verizon North and, although he may believe the activities and consequences of offering EAS are outweighed by the "public relations" gains that might be forthcoming, the Company may not see it in the same light. Mr. George cannot substitute his opinion for the business decisions made by Verizon North.

Finally, the fact that Mr. George is 70 years old, has lived and worked in the Schnecksville area all his life and thinks he has a "pretty good sense" of what the community's needs are, does not make his opinions with regard to the community of interest of the New Tripoli exchange customers turn into facts. FF 23, ID at 5, NT 55-56. While Verizon North has no reason to question the validity of Mr. George's beliefs, even the ALJ recognized in Finding of Fact No. 23 that the statements he made were "opinions" rather than facts. Mr. George's opinions cannot substitute as facts and Complainant did not offer sufficient facts to support the conclusion that EAS is warranted.

For the reasons set forth above, Verizon North's Exception No. 2 should be granted and Findings of Fact Nos. 20 through 23 should be stricken in their entirety.

Exception No. 3: Finding of Fact No. 27 (ID at 5-6).

27. Allentown is not next to New Tripoli. . . . Both Ironton and Schnecksville sit between New Tripoli and Allentown, although one does not necessarily have to traverse them to get to Allentown. All three towns are north and west of Allentown. New Tripoli is the farthest north and west of Allentown. Ironton is the closest to Allentown on both the north/south and the east/west axis.

Verizon North initially excepts to this Finding of Fact on the basis that there is no record evidence to support it. The longitude and latitude coordinates for the four towns mentioned by the ALJ were not included in the testimony of any witness who testified at the hearing, nor is the source of the information stated in the Initial Decision.

Verizon North also excepts to this Finding of Fact on the basis that the physical location of individual "towns" within an exchange is not relevant to a determination of whether EAS is warranted. The Commission's existing EAS Regulations (52 Pa. Code §§63.71-63.77) provide that an EAS poll shall be conducted when "a traffic usage study between contiguous exchanges or between qualified noncontiguous exchanges qualifies for EAS." 52 Pa. Code §63.74. The Regulation does not indicate the validity of an EAS request should be based upon the location of towns within an exchange. The longitude and latitude of individual towns within the originating exchange and/or within the exchanges that comprise the local calling area of the originating exchange has no bearing on this proceeding and should not be considered as a factual basis on which to determine that EAS from the New Tripoli exchange to the Ironton exchange is warranted.

The Commission's Regulation at 52 Pa. Code §63.77 lists six criteria to be examined by the ALJ and the Commission in an EAS case. None of these criteria involve the physical location of towns within the involved exchanges. Verizon North submits that the "demography and the proximity of the exchanges as indicating community of interest"² is not the same evaluation as where individual towns within the exchanges are located in relation to each other and that the latter evaluation is not an appropriate criteria to determine if EAS is warranted.

For the reasons set forth above, Verizon North's Exception No. 3 should be granted and Finding of Fact No. 27 should be stricken.

Exception No. 4: Discussion of Section 63.77 Criteria No. 4 (ID at 10).

In her application of the evidence presented in this case to Criteria 4 set forth at 52 Pa. Code §63.77, the ALJ decided that the filing of a prior complaint seeking this same EAS, coupled with Mr. George's opinions, was sufficient to find that a community of interest exists between the New Tripoli and Ironton exchanges. She further explained that, an inspection of a Pennsylvania map showed that "the local community would be annoyed by the current calling area scenarios." ID at 10. As stated above, Verizon North has no reason to doubt the validity of Mr. George's opinions on the subject of EAS. His testimony is just that – his opinions. Verizon North submits the Commission must not accept the existence of a single prior complaint, the testimony of one customer of the New Tripoli exchange and Mr. George's opinions as being sufficient to support a finding that EAS is warranted as a result of this case.

² Verizon North notes that Schnecksville is not a telephone exchange; therefore, an examination of the proximity of this town with other locations within the New Tripoli exchange or the exchanges in its local calling area has no merit in a determination of whether the requested EAS is warranted.

The ALJ correctly points out that Complainant failed to bring any other customer witness to support her request for EAS. ID at 10. The ALJ also properly pointed out that a determination of EAS is to be based on the needs of the community, not the needs of individual customers. ID at 7 (emphasis supplied), quoting language in the Order entered January 12, 1989 at Docket No. I-80090338 by which the EAS Regulations were adopted by the Commission. However, the ALJ appears to ignore both these facts in deciding that EAS is warranted in this case. No testimony was given to support a finding that the New Tripoli exchange community needs (or even wants) toll-free calling to the Ironton exchange.³ The testimony given by Complainant clearly does not represent the needs of the New Tripoli exchange community; her testimony represents her need to make calls to the Ironton exchange. As noted in the Commission's Order at Docket No. I-8009338, the need of an individual customer is not sufficient to warrant the implementation of EAS. ID at 7. The testimony given in this proceeding regarding the need to make toll-free calls to the Ironton exchange represents no New Tripoli exchange customer other than Complainant. This testimony, by itself, is insufficient to support a finding that EAS is warranted.

Mistake

Finally, the fact that customers of the New Tripoli exchange may be "annoyed" with their current local calling area when they look at a map, is irrelevant. Annoyance is no basis for a conclusion regarding EAS.

For the reasons set forth above, Verizon North's Exception No. 4 should be granted and the Discussion set forth at Page 10 of the Initial Decision with respect to Criteria 4 of Section 63.77 should be disregarded.

³ Obviously, every customer would prefer to make calls without incurring any charge; however, the provision of such service by a local exchange carrier is both unrealistic and unreasonable.

Exception No. 5: General Application of the Criteria of 52 Pa. Code §63.77 (ID at 9-10).

The ALJ evaluates each of the Criteria set forth at 52 Pa. Code §63.77 by applying the evidence presented in this case to each requirement. Based on her evaluation, the ALJ goes on to find that each of the Criteria (with the exception of Criteria 3 – potential increase in local service charge) “is not a barrier to the requested extended area.” ID at 9-10. While it may be true that the mentioned Criteria are not a barrier to the requested EAS, this is not enough. In order for EAS to be warranted, Complainant must present sufficient evidence in this proceeding to permit a finding that each Criteria set forth in 52 Pa. Code §63.77 (or at least a majority of the Criteria) weighs in favor of EAS. Complainant did not do so in this case.

Verizon North submits the application of the evidence presented in this proceeding results in the following evaluation of the Section 63.77 Criteria:

- Criteria 1: The amount of toll charge traffic between the two exchanges. ID at 9. The toll traffic evidence presented by Verizon North clearly weighs against EAS due to the extremely low call volumes demonstrated by that study. WDT - Ryan at 9 Proprietary.
- Criteria 2: The cost to the utility of implementing extended area service. ID at 9. The evidence presented by Verizon North regarding its costs to implement the requested EAS weighs in favor of EAS. WDT - Ryan at 10-11 Proprietary.
- Criteria 3: The potential increase in local service charge due to implementation of EAS versus the current cost to subscribers for inter-exchange toll calls. ID at 9-10. The only evidence presented with respect to the current cost to New Tripoli customers for calling to the Ironton exchange is the toll use of

\$.17/mo.

Complainant. Ms. Ryan testified that her review of Ms. Reese's bills from August 2004 through May 2005 indicated a total amount billed of \$6.72. WDT - Ryan at 12. This clearly is not a substantial cost when spread over a ten-month period.

Although the monthly increase in local service charge to customers of the New Tripoli exchange if the requested EAS is implemented is not great (26¢ per access line for the first year and 9¢ per access line thereafter, WDT - Ryan at 11, NT at 61), the ALJ properly determined that whether customers other than Complainant are willing to incur this additional charge in return for the ability to make toll-free calls to the Ironton exchange cannot be known until a customer poll is conducted. ID at 10. Thus, this Criteria weighs neither in favor of nor against EAS.

Criteria 4: The demography and the proximity of the exchanges as indicating a community of interest. ID at 10. As argued above, Verizon North submits the evidence presented by Complainant and Mr. George in support of the existence of a community of interest between the New Tripoli and Ironton exchanges is insufficient and, therefore, this Criteria weighs neither in favor of nor against the requested EAS.

Criteria 5: The availability of alternatives to EAS. This Criteria states only that the availability of alternatives is to be considered. ID at 10. The Regulation does not require that the evaluation include a finding that customers do or do not, or should or should not have to, take advantage of these

alternatives. Thus, Criteria 5 weighs neither in favor of or nor against EAS.

Criteria 6: The economic effect on the community if the local service area is not extended. ID at 10. The ALJ properly decided that the failure to implement EAS on the requested route will not "cause a calculable impact on the local economy." ID at 10. This Criteria, therefore, weighs against the implementation of EAS.

As the party requesting relief from the Commission, Complainant has the burden to present evidence that is sufficient to carry her burden of proof. Complainant must demonstrate that the evidence presented weighs more in favor of EAS than it does against. It is not enough that the evidence presented weighs neither in favor of nor against EAS. The evidence presented in this case shows that only one of the Section 63.77 Criteria definitively weighs in favor of EAS. The evidence presented on two Criteria weighs against EAS. The evidence presented with respect to the remaining three Criteria is insufficient to weigh for or against EAS. This is not enough to satisfy Complainant's burden of proof that EAS is warranted as a result of this case.

For the reasons set forth above, Verizon North's Exception No. 5 should be granted and the request for EAS from the New Tripoli exchange to the Ironton exchange should be denied.

Exception No. 6: Conclusion of Law No. 3 (ID at 11).⁴

3. The Complainant met her burden of showing that polling the Verizon North Inc. 298 exchange customers to determine if they want to accept the cost of an extended area for local calling is warranted.

For the reasons set forth in its Exception No. 5 (which is incorporated herein in full), Verizon North excepts to this Conclusion of Law. Based on the evidence presented by Complainant, and the application of that evidence to the Criteria set forth in 52 Pa. Code §63.77, Verizon North disputes that Complainant met her burden of proving that the implementation of EAS is warranted in this matter. Without such a finding, there is no proof that polling of the New Tripoli exchange customers for EAS is unwarranted. Verizon North's Exception No. 6 should be granted and Conclusion of Law No. 3 should be stricken.

Exception No. 7: Ordering Paragraph No. 2 (ID at 11-12).

2. Within thirty (30) days of the Commission Final Order, Verizon North Inc. shall conduct a poll (through a separate mailing i.e., not included with one's monthly bill) of their customers in the 298 exchange to determine if they want to accept the monthly charges associated with extending 298 to include the exchanges 769 and 799. The costs are as testified by Verizon North Inc.'s witness, Ms. Ryan.
 - a. The poll shall include a brief explanation that states, "Many 298 exchange customers have expressed an interest in having Verizon North Inc. extend the local calling area. The results of this poll will determine whether the 298 local calling areas will be extended to include the exchanges 769 and 799. Your prompt response is appreciated." Verizon North Inc. shall include a postage prepaid, preaddressed envelope for the customers to return the poll. A postage prepaid, preaddressed post card poll is acceptable.
 - b. Verizon North Inc. shall allow thirty (30) days from the mailing date for all responses to be received and collated.
 - c. If more than 50% of the customers responding to the poll are in favor of the EAS, Verizon North shall implement the EAS within sixty (60) days of the final tally of the poll.

⁴ Verizon North notes that 298, 769 and 799 are not exchanges but are telephone prefixes assigned to a particular telephone exchange.

To the extent the Commission determines that Complainant has presented sufficient evidence in this case to warrant a polling of the New Tripoli exchange customers, Verizon North excepts to the requirement set forth Ordering Paragraph 2.a. that the ballot contain the language "Many 298 exchange customers. . . ." ID at 12. Complainant was the only customer who testified in support of the requested EAS. Her testimony cannot be taken as the testimony of other customers within the New Tripoli exchange. Mr. George's testimony was based on his personal opinions or observations. His testimony, therefore, cannot represent the needs or desires of New Tripoli exchange customers. The "petition" presented by Complainant is hearsay and cannot be used to support a conclusion that anyone other than Complainant seeks local calling to the Ironton exchange. FF 11, ID at 3-4. Even if the Commission were to determine that a polling of the New Tripoli exchange customers is appropriate, it is misleading and inappropriate for the customer letter to include the phrase "Many 298 exchange customers." At the most, the customer ballot letter should read "Some 298 exchange customers." Ordering Paragraph 2.a. should be amended to require the customer letter to state that "some" customers have requested the EAS.

Ordering Paragraph 2.b. assumes that the customer ballots will be returned to Verizon North for tabulation. This is not appropriate. As is the normal procedure in EAS cases, the completed ballots should be returned to the Commission's Bureau of Fixed Utility Services. In order to ensure no questions arise as to the outcome of the tabulations, Verizon North should not receive completed ballots and should not be responsible for tabulating the ballots to determine if the customer poll is valid and in favor of EAS. Ordering Paragraph 2.b. should be

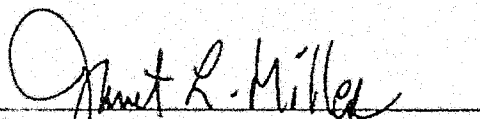
amended to reflect that customer ballots are to be returned to and counted by the Commission's Bureau of Fixed Utility Services or to such other Bureau as the Commission designates.

Ordering Paragraph 2.c. only requires that more than 50% of the returned customer ballots vote in favor of the requested EAS to require implementation. The Commission's Regulation at 52 Pa. Code §63.75 provides for a two-prong assessment of the customer balloting. First, the Regulation requires that at least 50% of the mailed ballots must be returned for a customer poll to be valid. Second, and only if the balloting is valid as set forth above, at least 50% of the returned ballots must vote in favor of the EAS in order for implementation to be required. Ordering Paragraph 2.c. should reflect both Section 63.75 requirements for balloting of New Tripoli exchange customers.

Conclusion.

For all of the foregoing reasons, Verizon North Inc. respectfully requests that the Commission grant these Exceptions and amend or modify the January 3, 2006 Initial Decision of Administrative Law Judge Ember S. Jandebeur as set forth herein.

Respectfully submitted,



Janet L. Miller
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717-236-1300

DATED: March 13, 2006

Counsel for Verizon North Inc.

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March 22, 2006

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MAR 28 2006

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PA PUBLIC UTILITY COMMISSION
REGISTRAR'S OFFICE

RE: Jean Reese v. Verizon North, Inc.
Docket No. C-20043520
REPLY EXCEPTIONS

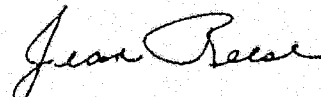
Dear Secretary McNulty:

Enclosed for filing with the Commission are an original and nine (9) copies of my Reply Exceptions in reference to the matter listed above. Copies of the enclosed document have been served in accordance with the attached Certificate of Service..

Should you have any questions, please contact me.

Thank you.

Sincerely,



Jean Reese
Complainant

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Attachment-1

cc: Honorable Ember S. Jandebaur
Per Certificate of Service

75

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing document upon the persons and in the manner indicated below.

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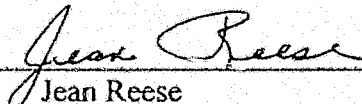
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SECRETARY'S OFFICE

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Jean Reese

DATED March 23, 2006

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Administrative Law Judge
Ember S. Jandebaur

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MAR 28 2006

PA PUBLIC UTILITY COMMISSION
REGULATORY BUREAU

JEAN REESE,

Complainant

v.

Docket No. C-20043520

VERIZON NORTH INC.,

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Respondent

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MAR 28 2006

REPLY EXCEPTIONS OF JEAN REESE
TO EXCEPTIONS OF VERIZON NORTH INC
DATED MARCH 13, 2006
POSTMARKED MARCH 14, 2006
RECEIVED MARCH 18, 2006
TO THE INITIAL DECISION OF
ADMINISTRATIVE LAW JUDGE EMBER S. JANDEBEUR
DATED JANUARY 3, 2006

The question of whether or not Schnecksville is a community of interest to New Tripoli customers was addressed at the hearing and was supported by testimony as to the existence of businesses, doctor's offices, pharmacies, major grocery store and the local community college. Also, the close proximity of Schnecksville to New Tripoli - 10 miles - would support the argument that the area is a community of

interest. Although Verizon North Inc (Verizon) disagrees, the physical location of towns should certainly have some bearing on the local calling area just by definition of the word local¹. Verizon's issue with the reference to Schnecksville - a town - rather than the exchanges of 769 & 799 did not seem to be a problem during testimony. Reference to the two exchanges seemed to be understood by all parties.

While Verizon considers the testimony of Mr. William D. George on behalf of Ironton Telephone Co. to be only opinion, he does reside in the area and would have actual knowledge of what would qualify as a community of interest for New Tripoli customers. On the other hand, Ms. Regina Ryan on behalf of Verizon North Inc. testified that she does NOT reside anywhere near the Schnecksville or New Tripoli areas. She could not possibly have any first-hand knowledge of what would constitute a community of interest for the New Tripoli customers.

Many of Verizon's exceptions are based on the argument that the testimony of myself and that of Mr. George are only opinions and not fact. However, they were given under oath and are credible.²

The argument that the EAS is not warranted due to the low calling volume produced by the March 2005 traffic study conducted by Verizon could also be viewed as ONLY an opinion. As testified by Ms. Ryan, the calculations reflect only Verizon access lines and not all 298 customers. Not knowing what percentage of customers was involved, how could the traffic study possibly be viewed as accurate?

While the withdrawal of two (2) previous, similar complaints, may not be a basis to warrant the EAS, they should certainly indicate that there has been prior interest in the EAS. One of the former complaints also included a petition containing 400 names. And, even though the ALJ concluded that my petition listing 298 customers interested in the EAS was "unusable as proof of anything", it should certainly imply that there IS a community interest in the EAS.

The lack of supporting witnesses at the hearing should in no way be viewed as lack of interest on the part of 298 customers. If anything, it must be viewed as a lack of

¹Of or relating to a place. Pertaining to, existing in, of interest to, peculiar to or serving a locality. Not broad or general, confined.

²Believable, plausible, reliable

knowledge on MY part. Since I was not aware of the need for further witness, thinking that the petition would be viewed as support of the EAS, I never solicited additional witnesses. However, in light of the location and time of the hearing, I sincerely doubt that there would have been a large response. Again, please do not view that as a lack of interest, but rather a matter of priorities - jobs, kids, etc

As Verizon notes, I can only testify to MY calling needs. And, they can only testify to an inaccurate traffic study. My calling needs would certainly not warrant the EAS. Verizon's insinuation that I have instigated this complaint due to my own personal calling needs is, at the least, amusing. My calling costs to the 769 & 799 exchanges are very minimal as testified to by Mrs. Ryan. My time and effort in trying to effect the EAS far outweighs my documented calling needs. As I testified, this complaint came about as a result of a simple inquiry into the absurdity of the situation. I pursued this issue because it seemed to be the right and sensible³ thing to do. Verizon does not seem to know which position to take --- whether I instituted this complaint because of my toll charges to the 769/799 exchanges or in spite of them. Their comments are a bit confusing. Unfortunatly for Verizon, I have not yet been plagued with total apathy.

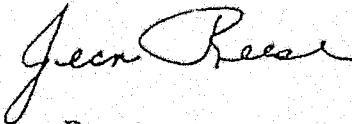
Verizon is also correct in their opinion that every customer would prefer to make calls without incurring any charges. I assume that includes Verizon's attorney and employees! However, as nice as that would be, neither I nor anyone that I know has a problem paying for decent service. No one is requesting anything for free. And, since the 298 customers are already in the highest rate band, covering only five (5) areas including New Tripoli, that is far from the truth. The petition containing 200 plus names was for better service, not free service.

In conclusion, I have to wonder why Verizon has gone to such great lengths to prevent this EAS since no financial burden or loss would be incurred by Verizon. Verizon's Commitment, in part, as listed on their web page (copy attached) "is to put our customers first by providing excellent service".....and "By focusing on our customers and being a responsible member of our communities".....seems a might bogus - **in my opinion.**

³Having or showing good sense, reasonable

I respectfully request that the January 3, 2006 Initial Decision of the Administrative Law Judge Ember S. Jandebour remain as ordered with exception to modifications of the actual polling procedure for the sake of accuracy and/or efficiency.

Respectfully,

A handwritten signature in cursive script that reads "Jean Reese". The signature is written in black ink and is positioned above the printed name.

Jean Reese

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Commitment and Values

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Communities](#)**COMMITMENT****INTEGRITY****RESPECT****FOR OUR CUSTOMERS****AND COMMUNITIES**

We believe deeply in the power of communications to change people's lives for the better. That is why we place customers first in our strategy to be a full-service communications company with the financial strength, geographic reach and breadth of services to meet customer needs in all segments of the marketplace.

We are committed to bringing the benefits of our technology to customers. We will compete and win the right way - with the highest level of integrity and with respect for the rich diversity of our customers. We embrace our obligations to be a responsible and involved corporate citizen.

Great companies earn their reputation by acting in accordance with a firm set of values, and by considering the impact of their actions on customers, investors, employees, policymakers and the communities they serve. The Verizon Commitment and Values are the foundation for our culture and guide our every action.

VERIZON COMMITMENT

The Verizon commitment is to put our customers first by providing excellent service and great communications experiences. This is what we do and this is why we exist. By focusing on our customers and being a responsible member of our communities, we will produce a solid return for our shareowners, create meaningful work for ourselves and provide something of lasting value for society. As a result, Verizon will be recognized as a great company.

In order to keep this commitment, we need to always honor our core values.

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DATE: April 3, 2006

SUBJECT: C-20043520

TO: Cheryl W. Davis, Director
Office of Special Assistants

FROM: James J. McNulty
Secretary
nvl

DOCKETED
APR 04 2006

JEAN REESE
VS
VERIZON NORTH INC

Copies of the Initial Decision have been served upon all parties of interest.

Exceptions have been filed by:

VERIZON NORTH INC

Reply Exceptions have been received from:

JEAN REESE

**DOCUMENT
FOLDER**

cc: Susan Hoffner