

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Cynthia Young-Nelson, |
v. |
Verizon PA Inc. |

Docket No.: C-20042785

Pages: 1 - 119

1400 Spring Garden Street
Philadelphia, PA

**DOCUMENT
FOLDER**

Thursday, March 17, 2005
Commencing at 10:00 a.m.

BEFORE:

CYNTHIA WILLIAMS-FORDHAM, Administrative Law Judge

APPEARANCES:

Cynthia Young-Nelson, Pro Se
For the Complainant

Katherine Lovette, Esquire
100 North Tenth Street
P.O. Box 1778
Harrisburg, PA 17101
For the Respondent

ORIGINAL

REPORTER: DANIEL FLETCHER

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SECRETARY GENERAL

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P R O C E E D I N G S

JUDGE WILLIAMS-FORDHAM:

I'm Administrative Law Judge Cynthia Williams-Fordham. And this is the time and place for a hearing in the matter of Cynthia Young-Nelson versus Verizon Pennsylvania, Inc. at Docket number C-20042785.

On April 6th of 2004 Cynthia Young-Nelson filed a formal complaint with the Public Utility Commission. They responded through Counsel, filed an answer on May 11th of 2004. On May 19th of 2004 the Respondent attorney sent Interrogatories and sent one to the Complainant after the Complainant refused to discuss the complaint with her by telephone on May 11th. The Complainant did not file objections or respond to the Interrogatories.

On June 15th of 2004 the Respondent's attorney filed a motion to compel responses to Interrogatories and for sanctions if Complainant did not file a written answer to the motion to compel. By Notice dated July 2nd, 2004 a hearing was scheduled in this matter for October 13th of 2004. By correspondence dated August 9th of 2004 the Respondent's attorney notified the deciding office of

1 the pending motion to compel.

2 On August 10th of 2004 the Respondent's
3 attorney served Interrogatories set two on the
4 Complainant. On August 13th of 2004 the Respondent's
5 attorney filed a motion to compel responses to
6 Interrogatories set two and for sanctions. This
7 letter provided documentation to show that the
8 Complainant refused to accept delivery of
9 Interrogatories set two from Federal Express.

10 The Complainant did not file an answer to
11 the August 13th, 2004 motion to compel; therefore, by
12 Order dated September 15th, 2004 the motion to compel
13 was granted. The Complainant was ordered to accept
14 delivery of documents sent to her by Respondent's
15 Counsel. She was ordered to respond to the
16 Interrogatories both sets one and two. And the
17 hearing that was scheduled for October 13th, 2004 was
18 changed to a telephonic hearing conference.

19 OFF RECORD DISCUSSION

20 JUDGE WILLIAMS-FORDHAM:

21 The telephonic prehearing conference was
22 held on October 13th of 2004. The Complainant
23 participated Katherine Lovette, Esquire represented
24 the Respondent. During the prehearing we discussed
25 potential witnesses, and it's indicated that there

1 would be a need to subpoena some of those witnesses.
2 On October 25th of 2004 the Presiding Officer received
3 a packet of bills from the Complainant. By
4 correspondence dated October 27th of 2004, Ms. Lovette
5 requested a ruling on the Motion to Dismiss because
6 the Complainant had not sent them marked copies of her
7 bills. Subsequently, Ms. Lovette did receive those
8 copies.

9 On January 10th of 2004 the Complainant
10 requested that subpoenas be issued to Nancy Forbes,
11 Janice Roberts and Robin Spence. And Notices were
12 sent to Ms. Forbes, Ms. Roberts and Ms. Spence and
13 Respondent's counsel, Ms. Lovette, on or about January
14 10th of 2005. No objections were filed by January
15 25th of 2005. Based on the fact that the testimony of
16 those witnesses is deemed to be relevant material, the
17 subpoenas were granted by Order dated February 8th of
18 2005.

19 I received documents from the Complainant
20 indicating that she did send these documents to the
21 three parties named Nancy Forbes, Janice Roberts and
22 Robin Spence. And said that there was a signature
23 obtained for each one of those.

24 Before we begin today's hearing, are
25 there any outstanding issues that we need to address?

1 Ms. Lovette?

2 ATTORNEY LOVETTE:

3 I would just like it noted for the record
4 that there was a third set of Interrogatories served
5 on the Complainant.

6 JUDGE WILLIAMS-FORDHAM:

7 And could you give me the date?

8 ATTORNEY LOVETTE:

9 Yes. You can continue while --- as I try
10 to locate that document.

11 JUDGE WILLIAMS-FORDHAM:

12 I do have a letter from you dated January
13 13th of 2005 about those Interrogatories.

14 ATTORNEY LOVETTE:

15 That would be the date, then.

16 JUDGE WILLIAMS-FORDHAM:

17 Okay. The third set of Interrogatories
18 was sent January 13th of 2005. Do you have anything
19 further before we begin the testimony?

20 ATTORNEY LOVETTE:

21 No, Your Honor.

22 MS. YOUNG-NELSON:

23 Yes, I did respond to her Interrogatories
24 and I sent it back to her. And I also talked to her
25 on the phone about a week after I sent it to her and

1 she asked me can I go over more --- some of the ones
2 from my former phone number that she felt would help
3 her case. And I didn't.

4 JUDGE WILLIAMS-FORDHAM:

5 Okay. Thank you. Let me explain the
6 procedure for today. First the Complainant will
7 either testify herself first or have her witnesses
8 testify. When each witness has a direct testimony,
9 after the direct testimony, then Ms. Lovette will have
10 the opportunity to cross examine them. After cross
11 examination, if there's anything further that Ms.
12 Young-Nelson wants to bring forward, she can ask those
13 questions of her witnesses. After the Complainant has
14 presented her case then the Respondent will present
15 their case. After the direct testimony, the
16 Complainant will have the opportunity to cross examine
17 those witnesses presented by the Respondent.

18 During the testimony if there are any
19 exhibits that need to be presented, they can be
20 presented during the direct testimony. Any questions
21 that I ask are designed to make sure that the record
22 in this case is complete. After today's hearing I'll
23 review all the exhibits that have been entered into
24 evidence and the transcript that's being generated by
25 the court reporter who's seated in front of me. And I

1 will write a decision which will be issued from the
2 Harrisburg office. If either party objects to my
3 decision, you can file Exceptions, and the full
4 commission will review it. If there's no review of my
5 decision, my decision will become final by operation
6 of law, and you will be notified of that. Are there
7 any questions before we begin?

8 ATTORNEY LOVETTE:

9 No, Your Honor.

10 JUDGE WILLIAMS-FORDHAM:

11 Ms. Young-Nelson, are you going to
12 testify for us or have any witnesses?

13 MS. YOUNG-NELSON:

14 Yes, I'm going to testify first, Your
15 Honor.

16 JUDGE WILLIAMS-FORDHAM:

17 Okay. Would you take the stand?

18 -----

19 CYNTHIA YOUNG-NELSON, HAVING BEEN FIRST DULY SWORN
20 TESTIFIED AS FOLLOWS:

21 -----

22 A. Good morning, everyone. My complaint ---.

23 JUDGE WILLIAMS-FORDHAM:

24 Wait, I need you to state your name and
25 address for the record.

1 A. Okay. My name is Cynthia Young-Nelson. My
2 address is 1601 Clinton Avenue, Sharonville,
3 Pennsylvania 19079.

4 JUDGE WILLIAMS-FORDHAM:

5 Okay. You may start.

6 A. My complaint is Your Honor, I have been having
7 high phone bills for a period that I feel as though it
8 begins back in 1999. I kept calling the phone company
9 ---.

10 ATTORNEY LOVETTE:

11 Excuse me, may I interrupt briefly. I'd
12 like to object to this proceeding extending back
13 beyond the statute of limitations period which would
14 go to the year 2000 only. I believe the Complainant's
15 complaint actually only states that high bills were
16 going on for a period of two years, but the statute of
17 limitations only goes back to the year 2000. So I
18 object to any testimony about anything earlier than
19 the year 2000.

20 A. Well, Your Honor, I have to bring it to give an
21 idea of when it had first started because this is part
22 of our complaint. And Mrs. Lovette received a copy of
23 that because you have a certified letter, the receipt,
24 stating that I sent her that letter.

25 It took me almost two years to get here, Your

1 Honor.

2 JUDGE WILLIAMS-FORDHAM:

3 Okay. Let me review your complaint.

4 Ms. Young-Nelson, in the complaint that I have which
5 is dated, there's a letter attached to it dated March
6 19th, 2004. You indicate approximately two years ago
7 I noticed I began getting high phone bills. And then
8 you have presented this document on Bell Atlantic
9 stationary dated December 1st of 1999 and you've given
10 me a U.S. Postal Service certified mail receipt and
11 that's postmarked January 14th of 2005. Is this the
12 letter you're referring to?

13 A. Yes. I've sent everything to Mrs. Lovette. I've
14 tried to work with her with this matter. We never did
15 agree on anything, so that's why I brought the letter
16 in here for evidence. Exactly I didn't know what date
17 until I located that. And once I located that letter
18 from Bell Atlantic before Verizon took over, I
19 immediately was cooperating with Mrs. Lovette and sent
20 her that certified. And I also talked to her on the
21 telephone so I couldn't say exact dates. You can see
22 from my testimony we had telephone hearing, I didn't
23 know an exact date. And once I received that I gave
24 everything to her to cooperate with her. So she can
25 have an idea ---.

1 ATTORNEY LOVETTE:

2 May I see your receipt for the letter
3 that she sent to me?

4 WITNESS COMPLIES

5 ATTORNEY LOVETTE:

6 I would like noted for the record that
7 this receipt doesn't have a return receipt with it
8 with anyone's signature from my office stating that we
9 received it. And I have never seen this letter
10 before. I didn't receive this in my office.

11 JUDGE WILLIAMS-FORDHAM:

12 Okay.

13 ATTORNEY LOVETTE:

14 Not only that but I'll just repeat my
15 objection. That letter is from 1999 and it's beyond
16 the statute of limitations period, and I think it
17 regards a separate dispute.

18 A. It's the same --- it's beyond --- that's when this
19 all began. If you read the letter, you can clearly
20 see in the letter I called the phone company and
21 complained about high phone bills back in '99 and how
22 they came out and did an investigation. This is the
23 same topic, Your Honor, and it was a different phone
24 number, a phone number that she had sent from her
25 second Interrogatory statement that she wanted me to

1 fill out.

2 JUDGE WILLIAMS-FORDHAM:

3 What was your phone number in 1999?

4 A. I can't remember. That's why I brought the
5 letter. I had several different numbers. They
6 couldn't pinpoint --- this is why I'm here. They
7 couldn't pinpoint why my phone bills kept being high.

8 JUDGE WILLIAMS-FORDHAM:

9 Here's a number listed here 610-586-0275.

10 A. Yes, that was one of my numbers back then in '99.

11 JUDGE WILLIAMS-FORDHAM:

12 Okay.

13 A. My number has been changed about four or five
14 times.

15 JUDGE WILLIAMS-FORDHAM:

16 With respect to Ms. Lovette's objection,
17 it is beyond the statute of limitations, however I'll
18 allow you to indicate that's when it began. In terms
19 of any type of relief, I can't give you relief back to
20 1999, but I will let you give limited testimony.

21 A. Okay. May I proceed?

22 JUDGE WILLIAMS-FORDHAM:

23 Yes, you may proceed.

24 A. So I kept getting --- I kept calling the phone
25 company to let them know there's no one here during

1 that time. My son was in school and I was in school
2 around that time, too. No one's using the phone, why
3 are we keep having these high phone bills? They kept
4 offering my different package deals after --- like in
5 2000, 2001 I'm getting different package deal offers.
6 I finally got a break at about a year-and-a-half ago,
7 the exact date, I don't know, Your Honor. The
8 neighbors pulled me to the side to let me know my
9 neighbor, Robin Spence, who lived at 1611 Clifton
10 Avenue about four or five doors from me was illegally
11 tapping into my line. Once I received that
12 information I called the Housing Authority being that
13 me and her are both tenants from the same agency,
14 Delaware County Housing Authority. I talked to Mrs.
15 Roberts and I couldn't get her that same day but she
16 returned my calls. She set up the meeting and she
17 brought in the witness, Mrs. Nancy Forbes, who's also
18 a representative there in the Housing Authority. We
19 had a meeting in January of 2004.

20 Once we had that --- Mrs. Roberts located those
21 folks, she sent a letter out to both of us to me and
22 my neighbor. We came in for the meeting and Mrs.
23 Forbes at that time --- I mean Mrs. Spence at that
24 time admitted that she was illegally hooking up her
25 line to my line. She then stated to us that the

1 person's name was Marvin Jones who was a friend of
2 hers who did this illegal wiring. I called Verizon
3 back and spoke to a representative from Verizon and
4 let them know what I had found out, that we had this
5 meeting. They came out and did an investigation. It
6 was the same investigator guy who's not here now. I
7 showed him the house, I went out the back with him, he
8 never once went to Mrs. Fink's house to look on her
9 roof to look on any part of her residence to see was
10 this set up, was this illegal wiring set up.

11 So I kept getting letters back from Verizon so
12 Verizon said they couldn't find anything wrong. Of
13 course they're not going to find anything wrong with
14 my line because my line was legally hooked up. But my
15 concern is why didn't they --- if I'm giving them this
16 information, I've been a long customer of Verizon, why
17 couldn't they go to this other person's house to see
18 what was set up. So then after we had our October
19 hearing I asked for applications to have Mrs. Roberts
20 and Mrs. Forbes to come in to let you know that this
21 meeting did take place back in January of 2004 and
22 asked them that they bring their notes in from this
23 meeting. And I also have Mrs. Spence subpoenaed to
24 come here, too.

25 So I feel as though she's part of this high bill

1 because that's why Verizon kept asking me, giving me
2 package deals, because the bill kept being high so I
3 could be able to save if I have these package deals.
4 But I don't think it's fair for me to be billed the
5 entire bill when Mrs. Spence is part of this billing,
6 too.

7 JUDGE WILLIAMS-FORDHAM:

8 Now, you mentioned about a year and a
9 half ago you got some relief. Do you now have a
10 package that you're satisfied with or are you still
11 getting high bills?

12 A. I'm no longer with Verizon.

13 JUDGE WILLIAMS-FORDHAM:

14 Okay.

15 A. I have my whole phone shut down for over a month.
16 I'm no longer --- I have another phone but I'm with
17 another carrier. I'm no longer with Verizon, but
18 Verizon took off some of my options when I don't think
19 that was fair because we haven't had --- came to court
20 yet. They took off the package deals like the call
21 waiting and things like that, when they didn't even
22 come out and investigate Mrs. Spence's line. And I
23 don't think that was fair to me.

24 JUDGE WILLIAMS-FORDHAM:

25 Okay. When did you leave Verizon?

1 A. I left Verizon on June 21st of 2004.

2 JUDGE WILLIAMS-FORDHAM:

3 Now, the package deal that you had with
4 the call waiting and other features, were you
5 satisfied with that or were you still getting high
6 bills prior to June of 2004?

7 A. I was still getting high bills. I would call
8 Verizon or my phone company all the time. I was still
9 getting high bills.

10 JUDGE WILLIAMS-FORDHAM:

11 Mrs. Lovette, do you have any cross
12 examination?

13 ATTORNEY LOVETTE:

14 Yes, I do, Your Honor.

15 CROSS EXAMINATION

16 BY ATTORNEY LOVETTE:

17 Q. Ms. Young-Nelson, you've left Verizon and you no
18 longer have Verizon services. Who now provides your
19 telephone service and under what telephone number?

20 A. I don't know what that has to do with the case
21 now.

22 Q. I need a way to contact you and I don't have your
23 telephone number.

24 A. You've been contacting me by mail and I've given
25 you my phone number. I can write it down and give it

1 to you.

2 Q. Could you state it for the record?

3 A. Yes, my phone number is area code 484-953-1338.

4 Q. Did you also use your telephone --- both of your
5 telephone lines to place calls between the year 2000
6 and the year 2004?

7 A. Yes, I did, it's my phone. I had the right to use
8 my phone.

9 Q. When you met with your neighbor, Ms. Spence, did
10 she tell you when she started to tap into your line?

11 A. She never said when. She just admitted that she
12 was the person that was doing it.

13 Q. Do you know when she moved into her address at 611
14 ---?

15 A. No, I do not, no.

16 Q. Did you take any other action in any other form
17 besides the Public Utility Commission? Did you go to
18 any other besides --- you already mentioned you went
19 to the Delaware County Housing Authority. Did you try
20 to go to any other forums?

21 A. Yes, I did, I went to Call for Action. I went to
22 the detective down the street from where I live at, he
23 handled my area. His name was John Lunbell. I
24 believe I gave you his phone number when we had that
25 phone hearing. I don't know if you called him or not,

1 but I did meet him. I went to the District Attorney's
2 office and also filed a claim with the FCC. I went to
3 Attorney Jessup's (phonetic) Department on Sixth
4 Street, 615. Yes, they have records of all these
5 agencies that I went to.

6 Q. Did any of those agencies give you any relief in
7 this matter?

8 A. , Yean, as far as I know Verizon should be hearing
9 from them.

10 Q. Which ones?

11 A. Every one that I went to.

12 JUDGE WILLIAMS-FORDHAM:

13 Ms. Young-Nelson, could you spell the
14 detective's name?

15 A. John Lunbell. I believe he's with the Darby
16 Township Police Department. He's a corporal in rank.
17 His phone number I don't know offhand, but his last
18 name I think is L-U-N-B-E-L-L.

19 JUDGE WILLIAMS-FORDHAM:

20 Thank you.

21 BY ATTORNEY LOVETTE:

22 Q. Could you tell me what relief these agencies gave
23 to you, specifically not what they're going to call
24 Verizon and say to us.

25 A. Well, obviously, the letter back from U.S.

1 Attorney Jessup's office, she referred me to another
2 agency who handled that. The Attorney General's
3 office, I went back to them and I was supposed to
4 receive a letter back from them what they're going to
5 do about that matter.

6 Call for Action called around and spoke to
7 different people such as the detective and the Housing
8 Authority, Mrs. Roberts, I believe. The lady that was
9 handling my case I think was Betty B (phonetic). She
10 called around to see what the agency was going to be
11 able to do from there.

12 Q. Have you received the letter yet from the Attorney
13 General's office?

14 A. No.

15 Q. Have you received any materials following up from
16 any of the other agencies?

17 A. No. Only from the PUC. That's the only written
18 letters that I've received. And also the Department
19 of Justice, they referred me to the FCC and gave me
20 the 800 number.

21 Q. Do you have copies of anything you received from
22 them?

23 A. No, I didn't bring nothing down. I didn't know I
24 needed that.

25 Q. Did Ms. Spence offer to pay you or compensate you

1 in any way?

2 A. Well, when we had the meeting with the Delaware
3 County Housing Authority, the Director, she said that
4 she was willing to pay, but she moved. And how would
5 I determine that, I don't know because you know, I had
6 sex lines on my lines, you know, different states to
7 people I don't know.

8 Q. Did she give you any indication of how many calls
9 she may have made or ---?

10 A. No, you have to ask her. I don't know anything,
11 you'd have to ask her that.

12 Q. Okay. The balance that you owe the company now is
13 \$1,536.14. After reviewing your bills and looking at
14 your materials, how much of this balance do you think
15 Ms. Spence is responsible to pay?

16 A. A great portion. A great portion.

17 Q. Could you give me a rough estimate? The total
18 again is \$1,536.14.

19 Q. Well, Verizon wasn't willing to work with me and
20 they also shut my line down. You know, just going ---
21 you seen the letter goes back to '99. At that time it
22 was \$570 that I had to pay out and make payment
23 arrangements with. So you know, the right amount of
24 figure, I couldn't. It wouldn't be fair. I don't
25 know. I don't know. I want the Judge to make that

1 decision. It's been going on for years.

2 Q. Isn't it true that you stated at the pre-hearing
3 conference that you thought you should be responsible
4 for about \$300 of that total amount?

5 A. Yeah, at that time, yeah. But we're talking about
6 over five or six years. Yes, at that time.

7 Q. Is that still your opinion?

8 A. Somewhat, yes.

9 Q. Do you have any records of who you spoke to at
10 Verizon, Pennsylvania when you called?

11 A. No, I don't remember. I don't have that, I didn't
12 know I needed it. I mean, it should be already in ---
13 you have my bills. It should be there who I talked
14 to. I talked to so many people at Verizon. And so
15 did Call for Action, calling around. They talked to a
16 lot of people.

17 ATTORNEY LOVETTE:

18 I have nothing further.

19 JUDGE WILLIAMS-FORDHAM:

20 Ms. Young-Nelson, do you have anything
21 further at this time?

22 A. No, Your Honor, the only thing I would like to do
23 is a question to Mrs. Forbes to verify that we did
24 have this meeting at their office and what the meeting
25 was about.

1 JUDGE WILLIAMS-FORDHAM:

2 Okay. You may be excused from the stand.

3 A. Okay. Thank you.

4 JUDGE WILLIAMS-FORDHAM:

5 Who would you like to testify first?

6 MS. YOUNG-NELSON:

7 I haven't decided.

8 JUDGE WILLIAMS-FORDHAM:

9 Well, it's ---.

10 MS. YOUNG-NELSON:

11 This is Mrs. Roberts and this is Mrs.

12 Spence (indicating).

13 JUDGE WILLIAMS-FORDHAM:

14 Okay. Well, ladies, you know both of
15 what you have. Which one would give me the overview?

16 MS. ROBERTS:

17 I could give you an overview of what I
18 recall of the meeting.

19 JUDGE WILLIAMSON-FORDHAM:

20 Okay. So would you come forward, please?

21 MS. ROBERTS:

22 Sure.

23 -----
24 JANICE ROBERTS, HAVING BEEN FIRST DULY SWORN TESTIFIED
25 AS FOLLOWS:

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JUDGE WILLIAMS-FORDHAM:

Would you state your name and business address for the record, please?

A. Janice Roberts, 1855 Constitution Avenue, Woodland, PA.

JUDGE WILLIAMS-FORDHAM:

Thank you. Now, you've heard the testimony of Cynthia Young-Nelson and the problems she's having with Verizon, and she mentioned a meeting that took place in January 2004. Did that meeting take place and were you at that meeting?

A. Yes.

JUDGE WILLIAMS-FORDHAM:

And could you describe the meeting for me? The participants and what occurred with respect to Ms. Young-Nelson's problem with Verizon?

A. Sure. The meeting occurred in my office, Ms. Young, Mrs. Forbes and Ms. Spence was present. I do recall Ms. Spence admitting to having a friend of hers who was employed by the telephone company at the time had told her, because her phone would shut off, in case of an emergency, she said, how to go to the rear of her property and plug in and get service. She did admit to doing that and that pretty much was about it,

1 our involvement in it.

2 JUDGE WILLIAMS-FORDHAM:

3 And who arranged the meeting?

4 A. I did at Mrs. Young's request.

5 JUDGE WILLIAMS-FORDHAM:

6 And what is your title with the Agency?

7 A. I'm the Director of Housing Management.

8 JUDGE WILLIAMS-FORDHAM:

9 Mrs. Young-Nelson, is there anything else
10 that ---?

11 MS. YOUNG-NELSON:

12 No, Your Honor. The only thing I'm
13 seeing here, Mrs. Lovette gave me a form to fill out.
14 It's a wrong date, this is not our handle date. Our
15 handle date was the 17th of March, she has down here
16 the 18th.

17 JUDGE WILLIAMSON-FORDHAM:

18 That was my form.

19 MS. YOUNG-NELSON:

20 Oh, okay.

21 JUDGE WILLIAMS-FORDHAM:

22 I didn't realize that I didn't have it.

23 MS. YOUNG-NELSON:

24 Do you want me to bring it to you, Your
25 Honor?

1 JUDGE WILLIAMSON-FORDHAM:

2 But I do need you to write your name and
3 address on there (indicating).

4 A. Okay. Can I ---?

5 OFF RECORD DISCUSSION

6 JUDGE WILLIAMS-FORDHAM:

7 Ms. Lovette, do you have any cross
8 examination?

9 ATTORNEY LOVETTE:

10 Yes, I do.

11 CROSS EXAMINATION

12 BY ATTORNEY LOVETTE:

13 Q. Good morning, Ms. Roberts.

14 A. Good morning.

15 Q. Do you remember if Ms. Spence said anything about
16 when she started to use the phone services this way?

17 A. No, I don't.

18 Q. Do you have any information about when she moved
19 into the address?

20 A. I don't have an exact date, but she'd been there
21 for several years.

22 Q. More than four years?

23 A. I believe so, yes.

24 Q. Do you recall if she said anything about stopping
25 using the line?

1 A. No, I don't. I mean, she only admitted to, you
2 know, that she did.

3 Q. Do you recall if she said anything about how often
4 she used the phone?

5 A. No, I don't believe she said how often. She said
6 the friend told her in case of an emergency. She
7 didn't indicate whether, you know, she used it
8 casually or not.

9 Q. Did your worker at the Housing Authority take any
10 action against Ms. Spence?

11 A. At that time, no, because Ms. Spence agreed to
12 reimburse Ms. Young for whatever her usage was so we
13 didn't get involved in that. We felt it was more of a
14 personal thing between the two of them. We're the
15 landlords so we try not to get involved in that type
16 of situation.

17 ATTORNEY LOVETTE:

18 I have nothing further.

19 JUDGE WILLIAMS-FORDHAM:

20 Do you have anything further for this
21 witness?

22 MS. YOUNG-NELSON:

23 No, Your Honor.

24 JUDGE WILLIAMS-FORDHAM:

25 Thank you very much.

1 A. You're welcome.

2 JUDGE WILLIAMS-FORDHAM:

3 Ms. Forbes?

4 -----
5 NANCY FORBES, HAVING BEEN FIRST DULY SWORN TESTIFIED
6 AS FOLLOWS:
7 -----

8 JUDGE WILLIAMS-FORDHAM:

9 Would you state your name and your
10 business address for the record and please spell your
11 last name.

12 A. Nancy Forbes, F-O-R-B-E-S, 1855 Constitution
13 Avenue and that's in Woodvale, 19094.

14 JUDGE WILLIAMS-FORDHAM:

15 And Ms. Forbes, you've heard the
16 testimony of both Ms. Young-Nelson and Ms. Roberts
17 about the incident, and you were at that meeting; is
18 that correct?

19 A. Yes, Your Honor.

20 JUDGE WILLIAMS-FORDHAM:

21 What can you add to their testimony?

22 A. The only thing that I can recall is Robin, you
23 know, admitting to using the line, but not using it to
24 the amount that the bill was at that time. I don't
25 recall what the amount was at the time.

1 JUDGE WILLIAMS-FORDHAM:

2 So she was saying that she didn't use the
3 entire amount?

4 A. Right. I don't remember what the amount was at
5 the time, but she did admit to using it; how often, I
6 don't recall.

7 JUDGE WILLIAMS-FORDHAM:

8 Did you see her give Ms. Young-Nelson any
9 money?

10 A. No, I did not.

11 JUDGE WILLIAMS-FORDHAM:

12 Did they discuss an amount to be given?

13 A. No.

14 JUDGE WILLIAMS-FORDHAM:

15 Do you agree that this meeting took place
16 in January 2004?

17 A. I do, Your Honor.

18 JUDGE WILLIAMS-FORDHAM:

19 And what was your involvement other than
20 being there?

21 A. The girl that takes care of Ms. Young's case at
22 the time happened to be out that day so Mrs. Roberts
23 asked for me to come into her office to sit in and
24 listen to what the tenants had to say about the
25 situation.

1 JUDGE WILLIAMS-FORDHAM:

2 Okay. And what is your position?

3 A. Occupancy aide.

4 JUDGE WILLIAMS-FORDHAM:

5 Okay. Anything else, Mrs. Lovette?

6 MS. YOUNG-NELSON:

7 Your Honor, the only thing I want to add
8 is that once I received a tip that Mrs. Spence was
9 using my line, I had refused to pay the whole entire
10 bill. Because at that time, the bill kept adding up
11 and adding up. I didn't think it was fair for me to
12 pay the bill.

13 JUDGE WILLIAMS-FORDHAM:

14 Okay. I'll let you say that but do you
15 have anything for her?

16 MS. YOUNG-NELSON:

17 No.

18 JUDGE WILLIAMS-FORDHAM:

19 Ms. Lovette, do you have anything else?

20 ATTORNEY LOVETTE:

21 I have nothing further.

22 JUDGE WILLIAMS-FORDHAM:

23 Thank you very much.

24 A. Thank you.

25 JUDGE WILLIAMS-FORDHAM:

1 Now, I would note for the record that
2 both Ms. Roberts and Ms. Forbes came pursuant to
3 subpoena and I thank them very much for taking the
4 time to do so.

5 Do you have anything further today?

6 MS. YOJNG-NELSON:

7 I would like to know who this person
8 Marvin Johnson was. That's the one that she told that
9 he worked for Verizon Phone Company.

10 JUDGE WILLIAMS-FORDHAM:

11 Okay.

12 MS. YOUNG-NELSON:

13 They weren't able to locate the person.

14 JUDGE WILLIAMS-FORDHAM:

15 Let's go off the record for a minute.

16 OFF RECORD DISCUSSION

17 JUDGE WILLIAMS-FORDHAM:

18 Let's take ten minutes and see whether
19 Ms. Spence comes during that period of time. And if
20 not, we'll decide how to go forward.

21 SHORT BREAK TAKEN

22 ATTORNEY LOVETTE:

23 Your Honor, just two follow-up cross
24 questions to the statements that Ms. Young-Nelson made
25 while she was examining --- after she examined her

1 witnesses?

2 JUDGE WILLIAMS-FORDHAM:

3 Yes, you may.

4 ATTORNEY LOVETTE:

5 Regarding her bills.

6 JUDGE WILLIAMS-FORDHAM:

7 Let's go back on the record. We're back
8 on the record. We had a recess, and during that time
9 I checked with my secretary because she had informed
10 us before we started that Ms. Spence had called and
11 said she would be late. She just indicated to my
12 secretary that she's running late, she didn't give a
13 time period. Therefore, we will go back on the record
14 and Ms. Lovette has asked to have some follow-up cross
15 examination for Ms. Young-Nelson.

16 You're still under oath, Ms.
17 Young-Nelson.

18 -----
19 CYNTHIA YOUNG-NELSON, PREVIOUSLY SWORN, RECALLED TO
20 TESTIFY:

21 -----
22 RECROSS EXAMINATION

23 BY ATTORNEY LOVETTE:

24 Q. You stated earlier that you stopped paying your
25 bills when you found out Ms. Spence had been using

1 your line?

2 A. Yes.

3 Q. Just to clarify, you stopped paying your bills
4 around December 2003?

5 A. The exact date, I don't know, I don't have it in
6 front of me. But I know I didn't think it was fair to
7 me when someone else is using my line and I kept
8 having high phone bills. It's insane. This process
9 took almost two years for me to come here.

10 Q. But it was at the time that you found out she had
11 been using your line?

12 A. Around about that time, yes.

13 Q. And you also stated that you had been using your
14 phone during this time also, so why didn't you pay the
15 portion of the bills that you felt was attributable to
16 your own use during this time?

17 A. Because I didn't know what portion was mine and I
18 wanted a full investigation. And I have the right to
19 use the phone because it's my phone, it's in my name.

20 Q. Don't you feel you had an obligation to pay for
21 that portion -- ?

22 A. Yes, but not when someone else is using my bill,
23 they had no right. I didn't offer her or allow her to
24 use my line. No, I did not feel it was right. And I
25 feel the Agency that you represented didn't do a fair

1 investigation because if they did we would not be
2 here. You made no assumption that you were going to
3 make an offer that was fair to me. They didn't come
4 out and do the investigation and even to see if Mrs.
5 Spence had her lines ---.

6 Q. So it's your opinion that you shouldn't be held
7 accountable for any portion of that bill?

8 A. I did not say that. Whatever I just said to you
9 that's what I said, but I did not say that.

10 ATTORNEY LOVETTE:

11 No further questions.

12 JUDGE WILLIAMS-FORDHAM:

13 Ms. Lovette, you may present your case.

14 ATTORNEY LOVETTE:

15 I would like to call Edward Jones to the
16 stand.

17 -----
18 EDWARD JONES, HAVING BEEN FIRST DULY SWORN TESTIFIED
19 AS FOLLOWS:
20 -----

21 JUDGE WILLIAMS-FORDHAM:

22 You may be seated. Would you state your
23 name and business address for the record?

24 A. Sure. My name is Edward Jones, that's spelled
25 E-D-W-A-R-D J-O-N-E-S and by business address is 2000

1 South Bard Street, Philadelphia, PA 19145.

2 JUDGE WILLIAMS-FORDHAM:

3 Thank you. You may proceed, Ms. Lovette.

4 DIRECT EXAMINATION

5 BY ATTORNEY LOVETTE:

6 Q. Mr. Jones, by whom are you employed and in what
7 capacity?

8 A. I am currently employed by Verizon Communications,
9 I'm a sales consultant for Verizon Communications.

10 Q. How long have you worked for the Verizon Company?

11 A. I've worked for Verizon for five years.

12 Q. Could you describe the nature and scope of your
13 current job responsibilities?

14 A. Yes, my job responsibilities include maintaining,
15 analyzing customer accounts, creating new accounts for
16 customers and also resolving problems and concerns
17 with anything that goes wrong with customer accounts.
18 I'm also an active member of an External Affairs Team
19 that goes out everywhere in Verizon's footprint to try
20 to respond to customer questions and concerns about
21 their telephone bills. I've been doing that between
22 two to four years.

23 Q. Are you authorized to testify on behalf of Verizon
24 Pennsylvania in this proceeding?

25 A. Yes, I am.

1 Q. In the normal course of its business activities,
2 does Verizon Pennsylvania create and maintain records
3 with respect to its customers' telephone accounts?

4 A. Yes, we do. And these records include bills,
5 service orders and also there's notes that's kept from
6 customer contacts on what we call note scrips.

7 Q. In your position at Verizon Pennsylvania do you
8 have access to and use these records?

9 A. Yes, I do.

10 Q. Were you present to hear Ms. Young-Nelson's
11 testimony and the testimony of the other witnesses she
12 presented this morning?

13 A. Yes, I was.

14 Q. Does Verizon Pennsylvania provide telephone
15 service to Ms. Young-Nelson currently?

16 A. Not currently. Currently she has her phone
17 service with a competitive local exchange carrier and
18 the service was switched from Verizon on June the 22nd
19 of 2004.

20 Q. During the time that Verizon Pennsylvania did
21 provide telephone service to Ms. Young-Nelson what
22 were the telephone numbers associated with her
23 account?

24 A. All right. Well, Ms. Nelson established service
25 at 1601 Clifton Avenue in Sharonville, Pennsylvania in

1 September of 1985 and her phone number was
2 610-586-5345. In June of 2002 she had a second line
3 started. That telephone number was 610-586-3191 and
4 in January 2004 she changed that telephone number.
5 The secondary line's telephone number to 610-586-3040.
6 Now, the primary and the secondary line are billed
7 together under the same account which is the primary
8 line and that again is 610-586-5345.

9 Q. Going back to the records, to the year 2000 --- to
10 the beginning of the year 2000, when is the first time
11 the records indicate Ms. Young-Nelson contacted the
12 company in regards to her opinion that her bill seems
13 high?

14 A. The first contact that we had, the first contact
15 that's noted on her account was from November the 25th
16 of 2002. And on that date she questioned her November
17 the 18th bill. Those bills were always sent out on
18 the 18th of each month, that's when the billing cycle
19 was. And on that contact she questioned why the
20 charges on her bill were high. And when the
21 representative tried to explain to her what went
22 wrong, she actually had a guest come to her home and
23 she said she had to call back.

24 Q. And did she call back?

25 A. Yes, she did. She called back that same day and

1 spoke with a representative.

2 Q. And what did the representative do for her on that
3 day?

4 A. Well, the representative just went on and
5 explained what the charges were on the telephone bill
6 and that was it. And that was again on the same date,
7 November 25th.

8 Q. Was Ms. Young-Nelson satisfied with the
9 explanation given at that time?

10 A. It appears as though she was because she did not
11 question the charges any further or have any other
12 action taken with the telephone bill.

13 Q. When was the next time she contacted the company
14 and stated she thought the bills were high?

15 A. The next contact would have been on May the 29th
16 of 2003. And she called that date with the same claim
17 that the telephone bill was too high. Now, on that
18 date the representative tried to explain to her
19 exactly what was going on with the charges on the
20 telephone bill. And once the representative mentioned
21 that the charges were stemming from a secondary line
22 she became angry and over talked the representative
23 and basically said she didn't think that she should
24 have been charged for any calls that were placed
25 because they should have been covered by her package.

1 The representative explained that if the calls
2 were made from her primary telephone line there would
3 not have been any charges to her telephone bill. And
4 since that's the case, all the charges that were on
5 the bill were from the secondary telephone line.

6 Q. And why would the calls be billed if made from one
7 line but not from the other?

8 A. Well, in May of 2003 she set up a package with
9 Verizon that's called the local metropolitan calling
10 plan. And that package allows customers to make
11 unlimited calls everywhere in the local --- in the
12 metropolitan calling area. So therefore, any calls
13 that's made all throughout the metropolitan area is
14 going to be covered and they're limited for the
15 primary telephone number.

16 She also had --- as I stated she had a second
17 telephone line. And on that second telephone line she
18 subscribed to a plan that's called our local package
19 extra. And that plan was \$29.95 and they gave her a
20 specific and unique local calling area that she could
21 make calls to. Any calls that she made outside of
22 that area would have resulted in extra charges for her
23 telephone bill.

24 Q. How is the metropolitan local package billed?

25 A. The Metropolitan Calling Plan is \$39.95.

1 Q. And is there a name for the charges stemming from
2 the second line outside of the local calling area?

3 A. Yes, the plan is called --- well, the charges are
4 called measured usage charges.

5 Q. And how are those charges billed?

6 A. Well, they're billed basically depending upon the
7 time of day that the telephone call is made, the
8 location that the call goes to and only bill --- that
9 there's not a plan on the line that covers that
10 specific calling area.

11 Q. Did the representative notice anything unusual
12 about Ms. Young-Nelson's bills at the time of the
13 conversation on May 29th?

14 A. Well, on May 29th, yes, actually after the contact
15 they realized there was a billing error on that
16 telephone bill. Ms. Young-Nelson made a change on
17 that secondary calling line which was the 610-586-3191
18 from the local package standard to the local package
19 extra. Now, the only different --- well, and that
20 change was noted on the bill and she was advised of
21 that and promised that she would get a credit from the
22 time that the mistake happened to the current billing
23 cycle. And that was from February the 18th of 2003 to
24 May the 18th, 2003.

25 Q. So could you just clarify what that billing error

1 was again?

2 A. Well, the billing error was she was basically
3 being charged for two packages. She had the local
4 package standard on her line and also the local
5 package extra. We were basically charging her for two
6 telephone calling plans.

7 Q. Did the company take any action to correct this
8 billing error?

9 A. Well, yes, there was an immediate order issued to
10 remove the local package from her records and a credit
11 was issued to her account because it was inadvertently
12 billed. The order was just issued on the 29th, May
13 29th, excuse me, of 2003. And we contacted Ms. Nelson
14 and explained the error to her and told her that the
15 error had been corrected and she should see a credit
16 for the improperly billed amounts.

17 Q. What was the date that the company contacted her
18 to explain the error?

19 A. It was the next day, May the 30th, 2004.

20 Q. Did anything else take place during the May 30th
21 conversation?

22 A. Yes, on May 30th of 2003 there was still the
23 question as for why there were charges on her account
24 and she also stated that she didn't make any calls
25 outside of her local calling area on the secondary

1 telephone line.

2 OFF RECCRD DISCUSSION

3 JUDGE WILLIAMS-FORDHAM:

4 You may continue, Mr. Jones.

5 A. Okay. And as the representative that she stated
6 that to decided to give her a courtesy credit on the
7 account for the amount that she felt was wrongly
8 billed. And she was also advised that she should
9 contact the billing office the next month if she saw
10 those same charges on her telephone bill and we would
11 do what we call a measured usage study which would
12 give the exact telephone --- well, it shows all the
13 calls that's being made from her lines in her home and
14 it would show the specific line the actual phone call
15 would have came from.

16 BY ATTORNEY LOVETTE:

17 Q. Was Ms. Young-Nelson satisfied that that billing
18 error had been corrected at that point?

19 A. No, she wasn't. She filed an informal complaint
20 with the Public Utility Commission's Bureau of
21 Consumer Services on June the 6th, 2003 stating that
22 she had been double-billed for calling plans on her
23 two telephone lines.

24 Q. And what was the result of that informal
25 complaint?

1 A. Well, the Bureau investigator verbally closed the
2 complaint on July the 24th of 2003 and Verizon was
3 advised that an investigator contacted Ms.
4 Young-Nelson and stated to her that she was not billed
5 --- or I'm sorry, she was not double-billed for any
6 package on her primary telephone line. He went on to
7 explain to her that Verizon did make an error in
8 billing the second telephone line and that a credit
9 was applied to her account. So our mistake was
10 acknowledged and it was corrected.

11 Q. And what did the investigator advise her that she
12 should do if she didn't see a credit?

13 A. He told her that if the credit wasn't on the next
14 telephone bill to give him a call and he would follow
15 up and get everything taken care of.

16 Q. Did the credits then appear on Ms. Young-Nelson's
17 next bill?

18 A. Yes, the credit appeared on her June the 18th bill
19 and it showed a credit for the amount of \$106.40 and
20 that represented the cost of the misbilled plan from
21 February the 15th of 2003 up until June the 17th of
22 2003. And also there were credits for \$7.09 for the
23 taxes and the surcharges on the account.

24 Q. And did the June bill show that the billing error
25 had stopped, were there still two plans on the bill?

1 A. Yeah. The June bill reflected no longer --- no
2 extra charges being billed to the account.

3 Q. And were there any other credits on that June 18th
4 bill?

5 A. Yes, there was a credit applied to the account for
6 \$24.12 for the measured usage for the calls that she
7 would charge for as a courtesy to her.

8 Q. Was there any further action taken by Ms.
9 Young-Nelson or by the Bureau of Consumer Services
10 related to that billing error?

11 A. No, there wasn't.

12 Q. And when was the next time Ms. Young-Nelson
13 contacted the company to question her bills?

14 A. The next contact was on September the 17th, 2003.
15 And on that date she questioned the amount of toll
16 charges on her account. She felt that the toll
17 charges were again too high. Now, what happened on
18 their account during that time period, she made a
19 change on April the 23rd to a calling plan that's
20 called the Verizon Freedom Plan and that was done on
21 April 23rd of 2003. And the monthly rate, the flat
22 monthly rate for that plan was \$64.95. And the
23 representative explained to her that the Freedom Plan
24 is billed as a tolled service. And since it's billed
25 as a toll service that's where on her bill she'll

1 always see the charges for that plan. And that's why
2 the toll section of her bill would get higher.

3 Q. When was the next time she claimed her bills were
4 high?

5 A. The next time she claimed her bills were high was
6 on December the 31st and that was done with another
7 informal complaint to the Commissions Bureau of
8 Consumer Services. And at that time she claimed that
9 her neighbor, Ms. Robin Spence, had tapped into her
10 line and that her bills over the past two years were
11 high as a result of improper usage.

12 Q. What was the result of the December 31st, 2003
13 informal complaint?

14 A. It was closed without a decision because Ms.
15 Young-Nelson filed a formal complaint making the same
16 allegations of April 2004. And that's the complaint
17 of this proceeding.

18 Q. When was the first time the company's records
19 indicate Ms. Young-Nelson contacted the company
20 alleging that her neighbor was using her telephone
21 line?

22 A. That was on December the 30th, 2003. Ms.
23 Young-Nelson alleged that her neighbor had improperly
24 connected to her telephone line. And she asked the
25 company to investigate.

1 Q. And how did the company respond?

2 A. The company dispatched the technician on December
3 the 30th to investigate whether or not there were any
4 improper connections to Ms. Young-Nelson's telephone
5 line.

6 Q. What was the result of that investigation?

7 A. The technician found no indication of any
8 interference or with no interference or illegal
9 connections to Ms. Young-Nelson's telephone line.

10 Q. Did the company make any further investigations?

11 A. Yes, the company technician checked her facilities
12 again on January the 1st and January the 13th and both
13 times the company found no indication of any type of
14 improper connections to her telephone line.

15 Q. What would the company procedure have been if it
16 had discovered tampering on a customer's telephone
17 line?

18 A. If the company would have discovered any type of
19 illegal tampering or illegal connections they turn the
20 matter over to the company security department or we
21 have a network fraud investigation center that would
22 take over the investigation. If after they did their
23 part, if there were any additional steps they could
24 have taken, the security department would turn it over
25 to the local authorities.

1 Q. Could the neighbor have tapped into and used Ms.
2 Young-Nelson's telephone line even though the company
3 found no evidence when they inspected?

4 A. It's possible that someone could use the
5 customer's telephone line by making a connection to
6 the facilities outside of the customer's premise, at
7 her home at what's called the demarcation point, and
8 we also call that the network interface device.

9 Q. And when would be the --- would there have been
10 any reason to check any other place besides that
11 network or interface device?

12 A. No, there wouldn't.

13 Q. And why is that?

14 A. Because the connection --- well, the only place
15 where the connection to the facility would be made is
16 right outside the customer's premise.

17 Q. And is that where the company did its
18 investigation?

19 A. Yes, it is.

20 ATTORNEY LOVETTE:

21 At this time I would like to have Verizon
22 Pennsylvania Exhibit Number One marked for
23 identification.

24 JUDGE WILLIAMS-FORDHAM:

25 It will be so marked.

1 (Respondent's Exhibit One marked for
2 identification.)

3 BY ATTORNEY LOVETTE:

4 Q. Mr. Jones, do you have a copy of what is marked as
5 Verizon Pennsylvania Exhibit Number One? I'll ask the
6 question again. Do you have a copy of what is marked
7 as Verizon Pennsylvania Exhibit Number One?

8 A. Yes, I do.

9 Q. Was Verizon Pennsylvania Exhibit Number One
10 prepared by you or under your direction?

11 A. Yes, it was.

12 Q. Could you explain the information contained on
13 Verizon Pennsylvania Exhibit Number One?

14 A. Exhibit Number One basically shows Ms.
15 Young-Nelson's telephone account history from January
16 of 2000 to July 21st of 2004.

17 Q. What is the source of the information contained on
18 Verizon Pennsylvania Exhibit Number One?

19 A. The information is taken from copies of Ms.
20 Young-Nelson's bills taken from the company's billing
21 system.

22 Q. To the best of your information and knowledge is
23 the information set forth on Verizon PA Exhibit Number
24 One a true and correct representation of Ms.
25 Young-Nelson's billing account history?

1 A. Yes, it is.

2 Q. What is the total amount of money Ms.
3 Young-Nelson owes the company?

4 A. Referring to the first page of Exhibit Number One
5 the unpaid amount is \$1,536.14 and this bill remains
6 unpaid.

7 Q. If Robin Spence had placed telephone calls from
8 Ms. Young-Nelson's telephone line what effect would
9 this usage have had on Ms. Young-Nelson's telephone
10 bills?

11 A. Well, Ms. Young-Nelson indicated at the prehearing
12 conference that she believed that she is only
13 responsible for approximately \$300 of this balance.
14 The remaining portion of the outstanding amount she
15 apparently believes is attributable to Ms. Spence's
16 use of the telephone line.

17 Q. And if Ms. Spence did use her telephone line what
18 portion could have been --- what effect could this
19 usage have had on Ms. Young-Nelson telephone bills?

20 MS. YOUNG-NELSON:

21 Excuse me, Your Honor. She keeps saying
22 that, we don't have two other testimonies that ---.

23 JUDGE WILLIAMS-FORDHAM:

24 I understand. I understand your
25 objection. You may proceed.

1 BY ATTORNEY LOVETTE:

2 Q. What was the potential effect on the bills? What
3 could it have been?

4 A. Well, the majority of the charges on the telephone
5 bill would be the same because of the calling plans
6 and the features that she subscribed to.

7 ATTORNEY LOVETTE:

8 I'd like to have Verizon Pennsylvania
9 Exhibit Number Two marked for identification.

10 JUDGE WILLIAMS-FORDHAM:

11 It will be so marked.

12 (Respondent's Exhibit Two marked for
13 identification.)

14 BY ATTORNEY LOVETTE:

15 Q. Mr. Jones, do you have a copy of what is marked
16 Verizon Pennsylvania Exhibit Number Two?

17 A. Yes, I do.

18 Q. Was Verizon Pennsylvania Exhibit Number Two
19 prepared by you or under your direction?

20 A. Yes, it was.

21 Q. Please explain the information contained on
22 Verizon Pennsylvania Exhibit Number Two.

23 A. Well, this exhibit shows a summary of the calling
24 plans and features and the associated monthly
25 recurring charges that Ms. Young-Nelson subscribed to

1 on each telephone phone on April 18th of 2000 to July
2 of 2004.

3 Q. What is the source of the information contained on
4 Verizon Pennsylvania Exhibit Number Two?

5 A. Exhibit Number Two was compelled from the
6 company's customer billing records from Ms.
7 Young-Nelson's account.

8 Q. To the best of your information and knowledge is
9 the information set forth on Verizon Pennsylvania
10 Exhibit Number Two a true and correct representation
11 of the calling plans and features and associated
12 charges provided to Ms. Young-Nelson's telephone
13 account?

14 A. Yes.

15 Q. Please explain what is included in a flat rate of
16 each calling plan Ms. Young-Nelson subscribed to and
17 also the rate and the features she subscribed to.

18 A. Sure. Now, referring to Exhibit Number Two, Ms.
19 Young-Nelson had --- I'm going to tell you about the
20 different plans she had on the telephone line at
21 different times. I'm going to start on April the 18th
22 under the primary number of 610-586-5345. On that
23 line during that time she had what's called the
24 Metropolitan Service. And again, the Metropolitan
25 Plan gives her unlimited calls everywhere in the local

1 and metropolitan calling area. On top of that plan
2 she subscribed to a package that's called the Big Deal
3 Package and that's \$17.99 and that gives her optional
4 services from Verizon like call waiting, caller ID and
5 star 69.

6 She also used the service that was \$3 a month
7 that's called Do Not Disturb. And the Do Not Disturb
8 feature basically allows her to stop incoming calls
9 from coming to her home when she felt it was
10 necessary. She paid \$2 a month for a Guardian
11 Maintenance Plan which protected her inside wires and
12 the jacks. It's basically a line insurance plan for
13 her account. and she also used voice mail, home voice
14 mail. And the voice mail service is just your basic
15 answering machine provided by Verizon and that's \$4.50
16 a month. So during that billing cycle the charges
17 were for the Metropolitan Service and also for her
18 non-basic services. And the Metropolitan Service is
19 \$26, the non-basic services was \$27.49.

20 On June the 18th there was actually an increase in
21 the bill. The Guardian plan went up from \$2 a month
22 to \$2.95 a month. And that was done on June the 17th,
23 2000. It's done on that date because that's the last
24 day of her billing cycle and this way she wouldn't
25 have to worry about extra charges going onto her

1 account. And her non-basic services increased from
2 \$27.49 to \$28.44.

3 On June the 18th of 2001 there was a change made
4 on the account. She removed the Big Deal and the Do
5 Not Disturb plan and added what we call the Local
6 Package Metropolitan Premium Service to her account
7 and she also added call intercept. And there was
8 again an increase in the Maintenance Service from
9 \$2.95 to \$3.95 a month. Now, the Local Package
10 Metropolitan Premium again is \$35.95. That plan still
11 gives her the same coverage of unlimited local calling
12 and unlimited Metropolitan calls, but it now
13 encompasses the extra features that she had with the
14 Big Deal package. So the services of call waiting,
15 caller ID and star 69 would now be included in the
16 price of that package.

17 She added call intercept. Call intercept is used
18 to block out unknown names, unknown numbers and
19 private calls, mainly telemarketers. It was designed
20 for telemarketers to help prevent them from calling
21 --- calling the home. And she paid \$5 a month for
22 that service.

23 I also already mentioned the increase of the
24 Guardian Plan, that went up again from \$2.95 to \$3.95
25 and she still used the home voice mail services. So

1 with that being said the telephone bill increased from
2 \$24.44 to \$53.40 because of the change of the package
3 on the lines. On January the 18th of 2002 everything
4 remained the same, the bill still was at \$53.40.

5 The next change came on June the 18th of 2002
6 where a second telephone line was installed. It was
7 610-586-3191 and she removed the Guardian Plan and
8 added the wire maintenance plan to her main account.
9 The main account is the 610-586-5345 line. So now
10 with that telephone line, the price actually decreased
11 on the main telephone line because the wire
12 maintenance plan was actually 50 cents cheaper than
13 the Guardian Maintenance plan so all other charges
14 remained the same, the bill went down about 50 cents
15 because of the change in the maintenance plan.

16 On 610-586-3191 she added a package that's called
17 the Local Package Standard. That plan is \$25.95 and
18 with it it gives you unlimited local calls on the
19 account. So the Metropolitan calls are not covered
20 with the Unlimited Local Calling plan, they would be
21 charged for the secondary telephone line. It just
22 coverages a unique area, a specific area for local
23 calls.

24 She also added a service that's called Call Gate.
25 Call Gate is used to prevent people in the home from

1 making certain phone calls. You could block out
2 numbers by area code, you could block out --- actually
3 you could stop someone from calling directory
4 assistance on your line using that feature as well,
5 and that's \$4 a month.

6 She added a service to the secondary line which is
7 called the Telephone Protection Plan. It's \$3.95 a
8 month and that covers telephone equipment in the home
9 and as I stated she had the wire maintenance plan on
10 that line as well. Now, when you have the wire
11 maintenance plan and the telephone protection plan on
12 the same account, you actually get a credit of 45
13 cents because the two plans are on the same telephone
14 line. Her total for 610-586-3191 is \$36.90.

15 On September the 18th of 2002 the Call Intercept
16 service price actually decreased. She was paying \$5 a
17 month for the service, the price went down to \$4 and
18 she added the Call Block service and the Call
19 Intercept service to 586-3191. Call Block is used to
20 block specific numbers from calling your home. You
21 can block up to six numbers from getting through to
22 your telephone line with that feature on your account.
23 The price of her telephone bill now with those changes
24 for the two telephone lines is \$98.05.

25 We move to February the 18th of 2003. We're still

1 working on the secondary telephone line. She removed
2 the Call Intercept service and added the Do Not
3 Disturb feature to that telephone line. And she
4 upgraded the service, her package from the local
5 package standard to the local package extra on that
6 telephone line. And this is where I stated earlier
7 that a billing error occurred on her account. Her
8 total charge on her February 18th invoice was \$126
9 even.

10 On March the 18th she removed the Call Block
11 Service from the secondary telephone line. And the
12 only reason why there's not any type of decrease in
13 the bill because of removing the Call Block is because
14 it's part of the actual package. So she wasn't
15 charged.

16 On May the 18th of 2003 she removed the Call
17 Intercept service. She removed her Home Voice Mail
18 and a Local Package Metropolitan from her main
19 telephone line.

20 MS. YOUNG-NELSON:

21 Excuse me, Your Honor, I did not remove
22 it, they took it off because ---.

23 JUDGE WILLIAMS-FORDHAM:

24 Okay. I'll let you say that after. He's
25 giving his testimony and then I'll let you cross

1 examine him. Go ahead, continue.

2 A. Okay. On May the 18th there was --- the services
3 that were removed from the line was Call Intercept,
4 Home Voice Mail and the local package Metropolitan on
5 the primary line, which is 586-3 --- I'm sorry, 5345.
6 And she added to the line what's called the Verizon
7 Freedom Package. The Verizon Freedom Package is a
8 plan that gives her not only unlimited local and
9 metropolitan calls on the main line, it gives her
10 complete coverage of everything that's local, toll and
11 long distance. So that's an upgrade, and basically
12 everything in the U.S., Canada and all U.S.
13 territories would be covered with that plan, so
14 there's no charges that she would get outside of the
15 \$64.95 on the primary line unless there was an
16 international call or something like a collect call on
17 her line.

18 The breakdown that follows shows everything on the
19 two telephone lines. It's going to show still the
20 Telephone Protection Plan, it still shows the two wire
21 maintenance plans that she has on her account, plus
22 the discount that she got for having the telephone
23 protection plan in '02. And one of the wire
24 maintenance plans that shows the Call Gate, the Do Not
25 Disturb feature and also it still shows the wrong

1 charge from Verizon for the Local Package Standard and
2 the Local Package Extra. So her total charges on that
3 bill were \$138.25.

4 On June the 18th a correction order to remove the
5 Local Package Standard was done from her secondary
6 telephone line. That's 586-3191 and you could see
7 that the bill decreased from \$112.30 as the monthly
8 recurring charge --- well, that's what the rate is
9 now. It was \$138.25.

10 On January the 18th, 2004 billing cycle there was
11 a change of telephone numbers. The secondary line's
12 number was changed from 586-3191 to 586-3040. The Do
13 Not Disturb feature was removed and she added the Call
14 Intercept service to the 586-3040 line. All the
15 charges still remained the same. You'll see an
16 increase in the bill of \$2 from \$112.30 to \$114.30 as
17 a result of the change that she made on her account.

18 Am I going too fast for you?

19 JUDGE WILLIAMS-FORDHAM:

20 No.

21 A. Okay. On April the 18th of 2004 this is actually
22 when her services were denied, of her toll and non-
23 basic services were suspended on March the 24th. So
24 from her line the Local Package Extra was removed, the
25 two wire maintenance plans, and again, the Local

1 Package Extra was on the secondary telephone line.
2 The two wire maintenance plans, the telephone
3 protection plan, the Call Gate service, Call Intercept
4 and of course the two main.

5 The only service or the only package that remained
6 on the line was the Verizon Freedom Package and that
7 plan is left on because it still gives her an extended
8 area of calls. She can make anything that's local or
9 toll --- I'm sorry, local or Metropolitan, but she
10 just doesn't get any of the extra services that comes
11 with that plan.

12 And we have on July the 6th of 2004 there was a
13 final bill sent out to her, and her local service
14 provider changed to IDT. So her toll services were
15 restored on June the 22nd of '04 for the change to IDT
16 and there was a credit given for services back to
17 March the 25th of 2004.

18 BY ATTORNEY LOVETTE:

19 Q. Are the rates shown on this exhibit before taxes
20 and surcharges?

21 A. Yes, they are.

22 Q. Would you please explain then why any connection
23 by Ms. Spence did not affect the majority of the
24 charges billed to Ms. Young-Nelson's account?

25 A. Well, because of the actual calling plans that she

1 had, the flat rate calling plans on her account, most
2 of the calls that's placed from her telephone line
3 would have been captured and placed in the actual
4 calling plan. And because the plan had a flat monthly
5 fee. With these calling plans in place, the charges
6 on her bill would substantially be the same regardless
7 of who made the phone calls because the calls would
8 have been captured by the plan. The only calls that
9 would appear on separate charges --- as separate
10 charges rather on her bill would be calls that were
11 not included in the specific calling packages.

12 Q. Has Ms. Young-Nelson specifically identified any
13 charges on her bills that she can attribute to Ms.
14 Spence's use of her telephone line?

15 A. Yes and Ms. Young-Nelson was provided with
16 telephone bills and asked to mark charges for calls
17 that she could not positively identify. The bill that
18 we sent out is from January the 18th of 2002 to April
19 the 18th of 2004.

20 ATTORNEY LOVETTE:

21 At this time I'd like to have Verizon
22 Pennsylvania Exhibit Number Three marked for
23 identification.

24 JUDGE WILLIAMS-FORDHAM:

25 Shall be so marked.

1 (Respondent's Exhibit Three marked
2 for identification.)

3 BY ATTORNEY LOVETTE:

4 Q. Mr. Jones, do you have a copy of Verizon
5 Pennsylvania Exhibit Number Three?

6 A. Yes.

7 Q. Please explain the information contained on
8 Verizon Pennsylvania Exhibit Number Three.

9 A. All right. This Exhibit Shows the summary of
10 charges Ms. Young-Nelson marked as being in dispute in
11 this proceeding.

12 Q. What is the source of the information contained on
13 Verizon Pennsylvania Exhibit Number Three?

14 A. Well, the information is from the marked bill
15 copies that Ms. Young-Nelson forwarded to the
16 Administrative Law Judge and that were then forwarded
17 to the company's Counsel.

18 Q. To the best of your information and knowledge is
19 the information set forth on Verizon Pennsylvania
20 Exhibit Number Three a true and correct indication of
21 the charges marked by Ms. Young-Nelson?

22 A. Yes.

23 Q. What is the total amount that was identified by
24 Ms. Young-Nelson as calls that may not have been
25 placed from inside her residence, at least from the

1 time period of January 18th, 2002 through April 18th,
2 2004?

3 A. That was \$193.63 still excluding taxes and
4 surcharges.

5 Q. And where is that shown on the Exhibit?

6 A. It's on the last page.

7 Q. Based on the allegations made by Ms. Young-Nelson
8 did the company itself make an independent calculation
9 of the amount of charges that could possibly be in
10 dispute if everything is true without the neighbor
11 using the phones?

12 A. Yes.

13 ATTORNEY LOVETTE:

14 At this time I'd like to have Verizon
15 Pennsylvania Exhibit number Four marked for
16 identification.

17 JUDGE WILLIAMS-FORDHAM:

18 It shall be so marked.

19 (Respondent's Exhibit Four marked for
20 identification.)

21 BY ATTORNEY LOVETTE:

22 Q. Do you have a copy of what is now marked as
23 Verizon Pennsylvania Exhibit Number Four?

24 A. Yes, I do.

25 Q. Was Verizon Pennsylvania Exhibit Number Four

1 prepared by you or under your direction?

2 A. Yes. Yes, it was.

3 Q. Please explain the information contained on
4 Verizon Pennsylvania Exhibit Number Four.

5 A. Well, this Exhibit Number Four shows a summary of
6 all the charges billed for telephone calls placed on
7 Ms. Young-Nelson's account that were not included in
8 the flat rate plan, calling plan from January the 18th
9 of 2000 up until June 6th, 2004 bill. And this
10 Exhibit does not include the taxes.

11 Q. What is the source of the information contained on
12 Verizon Pennsylvania Exhibit Number Four?

13 A. The information is taken from copies of her
14 telephone bills, of Ms. Young-Nelson's telephone line.

15 Q. And to the best of your information and knowledge
16 is the information set forth on Verizon Pennsylvania
17 Exhibit Number Four a true and correct representation
18 of the information contained on Verizon, Ms.
19 Young-Nelson's telephone bills?

20 A. Yes, it is.

21 Q. What is the total amount of charges for calls and
22 services that were not included in a flat rate plan
23 that were billed to Ms. Young-Nelson's account
24 starting from January 18th, 2000 through the final
25 bill in July of 2004?

1 A. The \$632.62 and this is shown on the last page.

2 Q. And just to give another time period I'll have you
3 turn to page nine of the exhibit. If you start from
4 the bills of January 18th, 2002 through July 6th of
5 2004 what is the subtotal of the charges that were not
6 included in the call plan?

7 A. \$490.72.

8 Q. And what kind of charges makes up these amounts on
9 this exhibit?

10 A. Well, on the exhibit the charges are made up from
11 measured usage local calls that are not included in
12 the calling plan. It would be regional toll charges,
13 and that again were not included in the calling plan.
14 It also has Verizon long distance calls placed through
15 Verizon long distance and other long distance service
16 providers. Also you'll have different types of
17 directory assistance calls such as 411, national
18 directory assistance, and she also has nine --- well,
19 out of state directory assistance calls on the bill.
20 And there's also charges for call trace and for the
21 Star 69 usage.

22 Q. How does the total amount of charges that could be
23 in dispute if you go all the way back to the year 2000
24 shown on the last page of the exhibit compare to the
25 total balance of Ms. Young-Nelson's final Verizon

1 Pennsylvania bill?

2 A. I'm referring back to Exhibit Number One, Ms.
3 Young-Nelson had a poor payment history, and as a
4 result she continued to carry an overdue balance on
5 her account. If you subtract the total amount of
6 charges from Exhibit Number Four from the \$1,536, she
7 would still owe \$903.52, and this amount represents
8 the charges billed for the calling plans and features
9 she subscribed to on a regular basis.

10 Q. And according to the company's records did Ms.
11 Young-Nelson receive service under any other Verizon
12 Pennsylvania telephone account from 2000 to 2004 for
13 which there are any other outstanding bills?

14 A. As part of this proceeding, the company sent Ms.
15 Young-Nelson an Interrogatory. The question that she
16 identified there, were there any other telephone
17 numbers besides the 610-586-5345, 610-586-3191 and
18 also 610-586-3040 and that she had service under, we
19 were trying to find out if she had any other service.
20 And she did not respond to the Interrogatory or
21 identify any other telephone accounts. A search of
22 company records revealed no other telephone accounts
23 showing outstanding balances in her name.

24 Q. Could you tell me who Marvin Jones is?

25 A. Marvin Jones is a person that Ms. Young-Nelson

1 named in her complaint as a person who assisted Ms.
2 Spence in improperly connecting to her telephone line.
3 She alleged that Mr. Marvin Jones is an employee of
4 Verizon Pennsylvania.

5 Q. Is Mr. Marvin Jones an employee of Verizon
6 Pennsylvania?

7 A. A search through Verizon's PA employee records
8 indicate that there is no Marvin Jones employed by our
9 company. A search of our national employee directory
10 reveals there was only one person named Marvin Jones
11 employed by any Verizon subsidiary company and that
12 Marvin Jones is employed by Verizon Southwest, Inc. in
13 Kilroy, Texas.

14 Q. Did Verizon Pennsylvania investigate this Marvin
15 Jones who's employed by the Verizon Southwest office?

16 A. Yes, and as a part of the investigation of this
17 person the company contacted Marvin Jones in his Texas
18 office and Mr. Jones denied having any relatives,
19 friends or connections of any kind to Pennsylvania.
20 Mr. Jones stated that he has never lived or traveled
21 to Pennsylvania.

22 Q. Okay. Given that the witnesses here this morning
23 stated that it was admitted at some point that there
24 was a neighbor using the phone to make calls, what if
25 anything is Verizon Pennsylvania willing to do to

1 resolve Ms. Young-Nelson's complaint. And let's
2 assume for the time until we hear more testimony that
3 this period that it began was the year 2000.

4 A. All right. Well, while the company did everything
5 that it could to resolve and investigate the alleged
6 misuse or tampering of Ms. Young-Nelson's telephone
7 line, my understanding is that it actually did occur.
8 And the amount that we are willing to give would be
9 \$400 as a dispute over a two-year period. The company
10 would be willing to offer that \$400.

11 Q. And how did you derive the \$400?

12 A. Well, it would be misuse starting in the year
13 2000.

14 Q. Is that based on the amount that Ms. Young-Nelson
15 identified for the two year period?

16 A. Yes.

17 Q. Is what the company would be willing to credit her
18 subject to change depending on what Ms. Spence
19 testifies and when the misuse could have occurred?

20 A. Yes.

21 Q. And what types of calls were made?

22 A. That's correct, yes.

23 Q. Is there any relief Verizon Pennsylvania would
24 like as a result of this proceeding?

25 A. Well, yes. Verizon would like in order of the

1 Commission that directs the company is not responsible
2 to provide new service in Ms. Young-Nelson's name or
3 any location of her benefit until she paid the final
4 bill in full.

5 ATTORNEY LOVETTE:

6 I have no further questions.

7 JUDGE WILLIAMS-FORDHAM:

8 Thank you. Instead of having cross of
9 Mr. Jones, at this time I would like to have the other
10 witness testify first.

11 MS. YOUNG-NELSON:

12 Can I say something first?

13 JUDGE WILLIAMS-FORDHAM:

14 Yes.

15 MS. YOUNG-NELSON:

16 At this testimony these package deals
17 offered to me, they were offered to me because they
18 couldn't find a reason why my phone bill was
19 constantly being high. And I don't think it's fair
20 for me to pay a package deal because it wasn't just me
21 using the phone.

22 JUDGE WILLIAMS-FORDHAM:

23 Okay. Mr. Jones, we would like to let
24 you sit down now and recall you. Let the record
25 reflect that during Mr. Jones' testimony Ms. Spence

1 did come in and we will have her testify at this time.

2 MS. SPENCE:

3 I'm sorry I'm late.

4 JUDGE WILLIAMS-FORDHAM:

5 Please, before you sit down I need to
6 swear you in.

7 -----
8 ROBIN SPENCE, HAVING BEEN FIRST DULY SWORN TESTIFIED
9 AS FOLLOWS:

10 -----

11 JUDGE WILLIAMS-FORDHAM:

12 Would you state your name and address for
13 the record, please.

14 A. Robin Spence, 1611 Clifton Avenue, Sharonville,
15 Pennsylvania, 19079.

16 JUDGE WILLIAMS-FORDHAM:

17 Now, Ms. Spence, before you came Ms.
18 Young-Nelson testified, the Complainant, and also Ms.
19 Janice Roberts and Ms. Nancy Forbes. Both Ms. Roberts
20 and Ms. Forbes have been excused. They testified that
21 there was a meeting in January of 2004 that you
22 attended; is that correct?

23 A. Yes, ma'am.

24 JUDGE WILLIAMS-FORDHAM:

25 And could you tell us what you told them

1 at that meeting?

2 A. Well, first I'd like to say something that I heard
3 and then I'll answer your question. You're saying
4 from 2000, January of 2000, that she wants to make me
5 responsible for her bills being high. That's not
6 possible because I didn't even move into my own home
7 until November of 2000. And I was very pregnant and
8 working and didn't have a phone at that time but we
9 weren't there because we had just been burned out of
10 our home in April. And so we were just barely there.
11 It was home, but we didn't stay there. And then I had
12 a baby December 11th and soon thereafter, and it may
13 have been right before I went into the hospital with
14 the baby because of my fire, I got a delayed bill. My
15 girlfriend turned the phone on in her name, Debby
16 Johnson, and that was on for until the following year
17 of January of 2001. And then I put it on with one of
18 the telephone services for another year and then I
19 used RCN.

20 So getting to the point of what happened, I
21 explained to Ms. Roberts as well as Ms. Nelson that I
22 had hooked from the back of my home a phone service as
23 well --- the phone into a jack in the back of my house
24 to ---.

25

MS. YOUNG-NELSON:

1 Illegally, Your Honor.

2 JUDGE WILLIAMS-FORDHAM:

3 Excuse me, let her testify.

4 A. Basically explaining to them that I was aware of
5 that that was a possible thing, because of a fire
6 previous to this, I knew because the jacks were
7 outside the house, that I could hook up a line and be
8 connected to my own home. So when I did it, that's
9 what I really only thought that I had an open line.
10 And at the time my phone had been cut off due to
11 someone was threatening me and then had my phone
12 service cut off. And again, at the time that I
13 explained this to Ms. Nelson ---.

14 MS. YOUNG-NELSON:

15 Your Honor, this don't have anything to
16 do ---. Her personal life doesn't have anything to do
17 with illegally hooking my phone up.

18 JUDGE WILLIAMS-FORDHAM:

19 Okay. Please let her tell the story and
20 then because she's here ---.

21 MS. YOUNG-NELSON:

22 She's round about. I want her to get to
23 the point. She used my line.

24 JUDGE WILLIAMS-FORDHAM:

25 Okay. I'll allow her to explain it.

1 A. So I ---.

2 JUDGE WILLIAMS-FORDHAM:

3 You said the phone was cut off. When was
4 the phone cut off?

5 A. The phone was cut off in August of 2004.

6 JUDGE WILLIAMS-FORDHAM:

7 August of 2004?

8 A. Yes, ma'am.

9 JUDGE WILLIAMS-FORDHAM:

10 Now didn't this meeting occur in January
11 of 2004?

12 A. Oh, I'm sorry, August of 2003, yes.

13 JUDGE WILLIAMS-FORDHAM:

14 Okay. August of 2003?

15 A. Right.

16 JUDGE WILLIAMS-FORDHAM:

17 The phone was cut off?

18 A. Right.

19 JUDGE WILLIAMS-FORDHAM:

20 Okay.

21 A. And by choice I chose to go without a phone. I
22 had a friend or someone --- that's why I'm trying to
23 go into detail. And through my own mind of standing I
24 decided not to have a phone. And then the person
25 reemerged and was calling people. It was around the

1 holiday and they reemerged and I got scared. And
2 that's what made me say, okay, well, if they were
3 climbing through my windows and everything and I went
4 as far as getting a restraining order on the person.
5 And so then what I did was as a said I kind of
6 panicked and said well, if I need to get to a phone
7 what could I do. So I went outside my own home and
8 connected the phone. I found that I have ---.

9 MS. YOUNG-NELSON:

10 You were on my line. On my line.

11 JUDGE WILLIAMS-FORDHAM:

12 Wait until after and I'll let you
13 respond.

14 A. I had one deadline. There's two --- there's a box
15 in the back of my own home and it has two phone wats,
16 two phone cords, two phone connections. And so I
17 connected one, it was dead. And I connected the other
18 one and I had a line. So I said okay, in case of
19 emergency that's what I'll use. And that was that.
20 And this may have been let's say December 1st.

21 JUDGE WILLIAMS-FORDHAM:

22 Okay. Did anyone tell you how to do
23 that?

24 A. Again, yes they did.

25 JUDGE WILLIAMS-FORDHAM:

1 And who was that person?

2 A. Again, the fire that we had before the fire that
3 burned us out, the actual phone company told me how to
4 go outside and I had --- at this time I lived in a
5 two-story apartment and they told me how to connect it
6 to that and I remembered that. And so ---.

7 JUDGE WILLIAMS-FORDHAM:

8 Well, is there a person named Marvin
9 Jones that exists?

10 A. No. So with that, going into the office with Ms.
11 Roberts ---.

12 MS. YOUNG-NELSON:

13 Could I object? Ms. Roberts --- before
14 you got here Ms. Roberts was for the Complainant.

15 A. Okay.

16 MS. YOUNG-NELSON:

17 And they admitted that who the person who
18 told so you might as well tell who the real person is.

19 A. I just stated the phone company actually told me.

20 MS. YOUNG-NELSON:

21 Your Honor, no phone company is going to
22 tell you to do something illegal. You said Marvin
23 Jones at that meeting.

24 A. At the time, like I said our phone service was ---
25 the apartment had burned and the phone on the inside

1 of the house was burnt, you know, all melted and stuff
2 so what the phone company told me to do until they
3 could get in and rewire stuff was connect it to the
4 outside line.

5 MS. YOUNG-NELSON:

6 Excuse me. Was his name Jones? Could
7 you tell ---?

8 JUDGE WILLIAMS-FORDHAM:

9 No.

10 MS. YOUNG-NELSON:

11 Well, he wasn't ---.

12 JUDGE WILLIAMS-FORDHAM:

13 Let's go off the record.

14 OFF RECORD DISCUSSION

15 JUDGE WILLIAMS-FORDHAM:

16 Well, we had an off the record discussion
17 about the procedure to follow in this hearing.

18 A. Okay. So at that time Mr. Roberts and Ms. Forbes,
19 when I went in, I didn't know what I was going in at
20 first and then I saw Ms. Nelson. I explained to them
21 that I wanted to find out who the person was, I didn't
22 know who the person was and I wanted to find out so I
23 asked someone else about a child's name that I had
24 heard. And at that time the person told me it was
25 their name. So my intention was to go and to explain

1 to her what had happened and apologize. And so I
2 thought well if she wasn't aware of it and I didn't
3 want to scare her because I was already scared and I
4 didn't want to scare her anymore.

5 Then in the office with Ms. Roberts and Ms. Forbes
6 after I explained to them what happened she goes on to
7 say that her bill was \$1,500 worth of adult calling.
8 And at that time I said to her I didn't do anything
9 like that. That was the last thing on my mind. And
10 then she went on to say, you know, to her knowledge
11 that that's the type of person that I was. And that
12 was fine, of course, I would be upset and not sure
13 what was going on so I didn't make any emotion or big
14 deal about it. But what I said to her at that meeting
15 was --- which she told Ms. Roberts and Ms. Forbes that
16 she had called the PUC. And I said okay, should they
17 find that those calls came from my home, I would pay
18 the bill. I didn't have a problem with that. And she
19 said to me that she didn't want my money. She stormed
20 out the door and basically said no. So I thought to
21 myself, well, I knew what I had done had scared her so
22 that was my purpose of admitting what had happened
23 because I didn't want to be scared and the whole
24 reason I did that was because I was afraid. So I
25 didn't want somebody else to be afraid because of the

1 action I took. And then in response, like I said it
2 became about this adult phone call thing.

3 And in that same meeting I said to her if you had
4 knocked on my door and said this is what was said, you
5 know, could you tell me what you did because I have
6 these calls I would have gladly showed her what
7 happened and how it happened. The way it sounds, she
8 makes it seem as though I had hooked up a line. In
9 fact she said I climbed over on the roof and all these
10 kinds of things. And you know, I tried to explain to
11 Ms. Roberts and Ms. Forbes at the time it wasn't
12 anything like that. I had just got fear in my heart
13 again, about, you know, being basically stalked. And
14 I tried to think of a good route to protect me and my
15 children without a telephone.

16 Soon thereafter and I explained to her then as
17 well as Ms. Roberts and Ms. Forbes that my intention
18 was to get a phone in February of that year, and I
19 did. And the same thing goes. I paid my bill down a
20 little bit with Verizon where you get new services
21 this year, I got new services. With the old bill that
22 I'm talking about with Verizon, I pay a little bit on
23 that so I can have toll calls. But I have paid my
24 bill and again, if it's said today I mean, I hear the
25 year 2000 being thrown in there. I had no purpose. I

1 wasn't trying to scheme the lady or scare the lady.
2 That was the whole purpose of me admitting to it so
3 that she wouldn't be sitting in her own home like I
4 was sitting in my own home thinking who could be
5 stalking me. Who's trying to hurt me, you know what I
6 mean? We live in an area where, you know, we're
7 single moms and we're by ourselves so the last thing I
8 wanted to do was scare her and that was my whole ---
9 this was my whole purpose of telling you the truth and
10 her the truth so the truth would be told so she
11 wouldn't be scared. I had no idea about a bill.

12 And again, this was about, she's saying you know,
13 she --- I invited myself into her life. It wasn't
14 intentional. I didn't say oh, I'm just going to go
15 bother this lady because I have nothing else to do.
16 Unfortunately on a bad fear of my own and not a proper
17 thought and not a clear thought, I made a bad decision
18 of connecting the open line to you know, to a phone.
19 But not even a phone that I could sit and talk to.
20 Whenever I used the line, and as I told Ms. Roberts, I
21 could almost count on one hand who I called and where
22 I called to because I wasn't trying to use anyone. I
23 wasn't trying to get over --- I wasn't trying to scam
24 or scheme. It was a purpose of in case of an
25 emergency what would I do to protect my family and I.

1 And again, it was my choice not to have a phone, but
2 because I was having so much as she says personal
3 problems that really don't have anything to do with
4 what's going on, that was my decision to go without a
5 phone, but it was in my mind to keep everything
6 straight as far as people calling or people trying to
7 find me through a phone line. So I thought if I went
8 a long period of time without a phone line, then they
9 would say well, she doesn't have a phone and you need
10 to go away.

11 And basically that is what happened. Okay. I
12 mean, the person who's throwed off at this point, that
13 did keep them away. And so the thought was correct
14 but my reaction to them calling friends and family
15 during the holiday, I just overreacted because as it
16 turned out they didn't come anywhere near us, they
17 didn't bother me, it was just I got afraid and that's
18 the truth of what happened. I did connect the line,
19 but it was only to make sure that I could do it in
20 case of emergency. And again, like I told Ms. Roberts
21 and Ms. Forbes, I did make phone calls. I called
22 Housing because my basement was getting wet and it was
23 wintertime. I usually would go up the street and use
24 a lady's telephone that I called a friend. I'd use
25 her phone and then once or twice I called her to say

1 I'm not coming out today because I wouldn't stay on my
2 phone because of the fear of this person. So it
3 wasn't like I sat at home without a phone and I do
4 work. So most of the time and at that time I was
5 working a 4:00 to 12:00 shift and my children weren't
6 even babysat at home. They were being babysat up the
7 street so it wasn't as though they were at home and
8 not have a phone service available to them. It was
9 only when we were in the house that I was mostly
10 worried and that was after late hours. I got off at
11 12:00 at night and that was the time that I was mostly
12 worried about because like I said they could climb in
13 my windows or break the window and you know just kind
14 of outrageous things going on so --- and that's what
15 happened.

16 JUDGE WILLIAMS-FORDHAM:

17 And how long do you anticipate that or
18 how long do you estimate that the phone was hooked up?
19 A. Well, see, it was never ever hooked up like you
20 could go pick it up and use it. I connected the line
21 from the outside of the home. Like I said, it's on
22 the outside of the house. I wish I would have brought
23 pictures or took pictures.

24 MS. YOUNG-NELSON:

25 Your Honor, can I please say something?

1 JUDGE WILLIAMS-FORDHAM:

2 No, not yet.

3 A. To show you what I'm talking about. There's a
4 grey box with two phone cords, phone connections and
5 you can't --- there's nothing possible you can do. I
6 connected and then I would disconnect and that would
7 be it. And that was it. And this was only for about
8 --- if it was ten days I'm lucky. If it was ten days
9 because well, I didn't tell this part, but what made
10 me realize that even I had scared someone is that she
11 --- I was calling Housing about the water in the
12 basement and she picks up her phone and she starts
13 screaming you're on my phone, get off my phone, stop
14 it, you're on my phone, get off my phone. And I
15 thought oh my God, and I disconnected it at that point
16 and I never ever connected it again.

17 When my phone line went on in February it was
18 Verizon had to come out and connect it back. Someone
19 had cut the line. And at that point I thought it was
20 the crazy person that was stalking me, and so I don't
21 know who it was but the phone line was cut so it
22 wasn't even available, you know, for me to do it if I
23 wanted to from I'm going to say from the time I
24 admitted to Ms. Roberts until I needed to use the
25 phone. I had paid for the service and I kept trying

1 to use the phone, kept trying to use the phone and I
2 called Verizon from someone else's home and they said
3 they line's on but you're right there's no service and
4 they came out and they had to reconnect the line. So
5 I don't know when that happened. But I do know that
6 the December --- the only time I did that was in
7 December of 2004. And in February of --- excuse me,
8 2003. In February of 2004 when I paid Verizon the
9 money to have my line connected back, it wasn't
10 connected, so ---.

11 JUDGE WILLIAMS-FORDHAM:

12 Earlier you testified that you would have
13 been willing to make a payment for use of that line?

14 A. That's what I told her at the time if it was
15 proven and shown that I made those calls because again
16 this is --- just like I'm sitting here with you and
17 telling you everything, that's when Ms. Nelson said,
18 well, my phone bill was whatever the amount was and
19 that you're a sex-fiend, crazy and you did that. At
20 that point there was nothing for me to say or do so I
21 simply said to her --- you understand? And again,
22 there's other issues involved in that. Ms. Roberts
23 and Ms. Forbes are Housing Authority personnel in the
24 house in which I live in.

25 So at that point at that very moment with Housing,

1 I was back behind my rent at that time and so I didn't
2 want to, you know --- I had paid --- at that moment I
3 had paid it up. Before I walked into the office I had
4 paid my rent up and that's what I thought I was going
5 into the office for. And like I said, until I saw Ms.
6 Nelson, then I was aware that something else was going
7 on. And then again, that's why I went in the office
8 and told the truth because I was more afraid that the
9 lady thought I was trying to hurt her or trying to
10 scare her. It never dawned on me that this was about
11 a phone bill and bills from years past. Had I known
12 this today --- I can show and prove that I've gone
13 without a phone for much time and it doesn't affect me
14 or bother me. I just go without the phone service.
15 And I mean I'm not a person to talk on the phone all
16 the time, everyday, and in case of emergency --- and
17 at this point the only time I felt the emergency was
18 needed was December of 2003.

19 JUDGE WILLIAMS-FORDHAM:

20 Are there other people in your home who
21 also knew about the ---?

22 A. No, my children --- my son at the time was six and
23 my daughter who is now four was about one. It was
24 just me and my children. Again, I do live alone.
25 There's not a bunch, it's not a big to-do or, you

1 know, I'm not running around bragging about not having
2 a phone service. I definitely wasn't running around
3 saying well, I don't have a phone service, but I
4 hooked it up, you know, I can do this, I can do that.

5 You know, it wasn't --- it was a private thing.
6 Again, that's why I went in to tell the truth because
7 I thought that she was more afraid that somebody was
8 trying to hurt her than someone was trying to use her.
9 That's why I went in because at this point I mean
10 honestly for the last two months since I got the
11 letter, well, the last few weeks as well, since this
12 happened, I wondered why I told the truth. Because
13 this has caused more of a problem than ---.

14 Because the lady lives up the street from me. She
15 knocked on my door one summer to ask me about a person
16 who lived next door because they used her lawnmower
17 and it was broken, but they didn't cut my grass, they
18 cut someone else's grass, but I knew the person who
19 lived next door and she asked me about that person.
20 So I felt like if she could come and ask me about
21 something that didn't have anything to do --- they
22 didn't cut my grass and like she said, I mean she
23 lives at one end of the block and I live at another,
24 so we don't even cross paths. And so that --- if she
25 can knock on the door and ask me about someone cutting

1 someone else's grass, she could have easily knocked on
2 my door and asked me what was going on and ask even
3 Ms. Roberts. I kind of wanted to go down and talk to
4 her, but I was more afraid that she would think I was
5 trying to, you know, scheme or scam or cause confusion
6 for her. So I left this completely play out and
7 that's why I'm sitting here now telling you the truth.

8 JUDGE WILLIAMS-FORDHAM:

9 Now, could you describe the distance
10 between the two houses. And are they ---

11 A. She lives at ---.

12 JUDGE WILLIAMS-FORDHAM:

13 --- side of the street?

14 A. We're on the same side of the street. She lives
15 at 1601 and I live at 1611 so since we're on the odd
16 side, what's that, six houses apart.

17 JUDGE WILLIAMS-FORDHAM:

18 And could you describe the backyard? Can
19 you see to her backyard? Are there fences?

20 A. No, no, no. You can see straight down. It's
21 straight back down. I can see her yard, she can see
22 my yard. We couldn't see each other's phone boxes,
23 you understand. And again, I didn't even think about
24 detail and all that kind of thing when I was
25 explaining to Ms. Roberts and Ms. Forbes, until she

1 started saying that she knows that I made these calls
2 on her line because she knows that I climbed on top of
3 the roof and all these things. And I thought
4 something --- you know, I didn't know how to console
5 her to let her know that no, I hadn't done anything
6 that crazy. In fact, I said it over and over again.
7 All I simply did was went and put a phone jack in, put
8 a phone cord in the phone jack that was outside. I
9 got an open line and I did use it. And I only used
10 it, like I said, I can count on one hand. It wasn't
11 about trying to --- you know, use her or use the phone
12 line. Or as Ms. Roberts said, you know, get over it.
13 I wasn't trying to get over. There wasn't anything
14 above it.

15 Like I said listening to it today, you know, from
16 the year 2000 --- I didn't move in there until 2000
17 --- November of 2000. And I can honestly tell you I
18 moved from a shelter. And at that time like I said we
19 didn't have a bed, we didn't have a table. It was
20 just my son and I and I was eight months pregnant. I
21 was due December the 11th and I was barely there for
22 that month of November. In December I went into the
23 hospital and I was there all alone and the phone went
24 on in Debby Johnson's name. It went off like the 10th
25 or 11th of January, I believe, and then I turned it on

1 in my own name under another service paying Verizon
2 until 2003 to get it on in my own name.

3 JUDGE WILLIAMS-FORDHAM:

4 Ms. Young-Nelson do you have anything
5 else for this witness?

6 MS. YOUNG-NELSON:

7 Yes, Your Honor. Her whole testimony
8 ---.

9 JUDGE WILLIAMS-FORDHAM:

10 No, ask her.

11 CROSS EXAMINATION

12 BY MS. YOUNG-NELSON:

13 Q. Okay. Robin, your whole testimony has been a
14 complete ---.

15 JUDGE WILLIAMS-FORDHAM:

16 No, don't argue with her. Do you have
17 any questions for her?

18 BY MS. YOUNG-NELSON:

19 Q. Didn't you have your phone hooked up to my line?

20 A. No.

21 Q. You didn't say that you did?

22 A. No.

23 Q. You didn't say that you did?

24 A. No, I hooked a phone ---.

25 Q. And you had your phone ringing, you had it set up

1 where it was ringing inside your house and you could
2 hear me on the other line telling you to get off my
3 phone.

4 A. I never had ---.

5 Q. She had a special ---.

6 JUDGE WILLIAMS-FORDHAM:

7 Wait a minute, let her answer the
8 question.

9 A. I never had it set up to where it would ring.
10 Like I said I knew first of all because it was outside
11 of the house that, you know, I would have to --- that
12 means I would have to sit and I didn't want the person
13 who I thought was stalking me to come cut it. Because
14 then they would know that I had a phone line as well,
15 so I didn't want them to come and find that the phone
16 was on or found that I had service and they didn't
17 know how to get to me and disconnect it because they
18 didn't know how to get to me. So no, I never had it
19 hooked up where it was ringing in my house or anything
20 like that. I didn't have it like that.

21 I had a phone like a regular house phone sitting
22 on my dining room table upstairs and i'd have to bring
23 the phone down into the basement, unlock my back door,
24 hook it up when I got ready to use it and then I would
25 use it literally standing there in the doorway using

1 the phone, calling you ---. Like I said if I called
2 Housing or I called the person up the street to say it
3 was too cold, the baby and I aren't coming today,
4 that's exactly what I would say. The baby and I
5 aren't coming today, I'll see you tomorrow or you can
6 come up later. I'd hang the phone up, disconnect it
7 and take it back upstairs and put it on the dining
8 room table and that was it. And the reason why that
9 was like that is so that if that person climbed in the
10 window I could take it and run to the back door and
11 call 9-1-1. And that was it.

12 BY MS. YOUNG-NELSON:

13 Q. You had testified earlier that you heard her
14 screaming in the background, so how would you hear me
15 six houses down if you didn't have your phone hooked
16 up to my phone?

17 A. When I connected the line ---.

18 MS. YOUNG-NELSON:

19 Your Honor ---.

20 JUDGE WILLIAMS-FORDHAM:

21 Let her answer.

22 A. When I connected the line one particular time I
23 dialed Housing. And when she picked up, like I said,
24 ---.

25 JUDGE WILLIAMS-FORDHAM:

1 Who was she?

2 A. When Ms. Nelson picked up she started to scream,
3 and with that, Your Honor, I mean I wanted to knock on
4 her door that day but I was more afraid of the
5 confrontation and her not understanding what I was
6 doing.

7 BY MS. YOUNG-NELSON:

8 Q. Did you understand somebody hooked to your line
9 illegally and was using it for a while? And then
10 you're going to say a phone company --- no phone ---
11 phone companies aim to make money. That's the purpose
12 we're here, about a bill. No one from the phone
13 company is going to tell you to hook up illegally,
14 hook up just to be hooking it up.

15 A. So I'll answer that again. When we had our fire
16 the phone lines were inside of the house were burnt.
17 They had me because I had no phone lines throughout
18 the house, they all had to be rewired. And so that I
19 could have a phone line, they told me to drop a line
20 because like I said I was on the second floor to drop
21 a regular phone line to my box and connect it. And I
22 believe if I'm --- it was a few years ago that the
23 first fire was ---

24 Q. You already told me that it was ---.

25 A. --- 2000. The first fire --- I mean the first

1 fire was in April of 1999 and I believe that was the
2 second fire in 1999. Excuse me, the second fire was
3 1990, that's what burned us out and caused us to move
4 into the home we're in now. The first fire, I
5 believe, was in '97 in the summer months. I don't
6 remember exactly what, but that's when the phone line
7 --- because we stayed in the house and everything. My
8 bedroom is what caught on fire. An electrical thing
9 they thought maybe would wind up being the chimney
10 later on when the second fire came. But with the
11 first fire they melted the phone line and with that
12 the phone company told me that it was okay because it
13 was my line and that's where I got the knowledge.

14 Q. Did you get a bill from the phone company?

15 A. Yes, I did.

16 Q. When? You got a bill recently from the phone
17 company?

18 A. No, I just got a bill for my long distance.

19 Q. After we caught you using our phone illegally, you
20 got your phone hooked up illegally. But you told us
21 it happened --- you did not have a line, you had no
22 intention of getting a line.

23 A. I was getting a line in February as I had said
24 previous. This was in January that I had the meeting
25 with them and in February I had already called and

1 made the arrangements. It was just a matter of paying
2 the rest of the bill off with Verizon and I had the
3 --- and it's been on there ever since.

4 Q. Okay.

5 JUDGE WILLIAMS-FORDHAM:

6 Ms. Lovette, do you have any cross
7 examination?

8 ATTORNEY LOVETTE:

9 Yes, I do.

10 CROSS EXAMINATION

11 BY ATTORNEY LOVETTE:

12 Q. I'd just like to have you help me work on the
13 chronology here. So you moved into the house in
14 November of 2000?

15 A. Yes, ma'am.

16 Q. At that time you had no phone service?

17 A. No, and I got it in December. I don't know
18 December what. I delivered December 11th a C-Section.
19 When I came --- I know that I had a phone because I
20 had a phone card by then.

21 Q. Okay. But some time in December of 2000 you had a
22 phone hooked up through someone else's name?

23 A. Debby Johnson, my girlfriend.

24 Q. Do you know what phone company that was?

25 A. It was Verizon.

1 Q. Okay. And you said that went on until about
2 January 11th, you think?

3 A. Yeah, the 1st of January. Between January
4 --- it may have been more like the 15th or the 20th,
5 but no matter what it was before the end of the month
6 in January of 2001.

7 Q. All right. And then after January of 2001 did you
8 have telephone service then?

9 A. I had telephone service. I could go home and find
10 the bill, but the name isn't --- it may have been DPI.

11 A DPI, but I did have phone service with them until
12 ---.

13 Q. Under your name?

14 A. Yes, ma'am. Until I went to RCN and then I had
15 that under my name.

16 Q. When was that?

17 A. If I knew the dates were so important I would ---.

18 Q. Could you just give me a month and a year?

19 A. Verizon had come around and introduced the new
20 services and cable. So I'm trying to think if my baby
21 was arm-holding or walking. She must have been
22 arm-holding so I'm going to say it may have been April
23 of that year, of 2001.

24 Q. April of 2001?

25 A. April of 2001. And then I had RCN until --- I had

1 RCN until August 2003. I had it in my own name first
2 and then someone else's name second. And that ---.

3 Q. Okay. That was from April 2001 until you think
4 August 2003?

5 A. Right.

6 Q. You had phone service?

7 A. I had phone service the whole time, yeah.

8 Q. Okay. And then after August 2003?

9 A. There was no phone service until February I'm
10 going to say 15th. Well, no the service was supposed
11 to be on on the 15th, so it was like the 20th. It may
12 have been more like the 5th of March of 2003 that the
13 service ---. Because like I said, when the guy came
14 he said this --- it was Verizon, the wires had been
15 cut.

16 Q. And who was that? That was with Verizon?

17 A. Yeah.

18 Q. Okay.

19 A. Well, that's what my service is with now, Verizon.

20 Q. Okay. And so from February --- you had no phone
21 --- you got that phone service hooked up in February
22 of 2003.

23 A. Right.

24 Q. How long did you have that service?

25 A. I still have it.

1 Q. Until today?

2 A. Yeah.

3 Q. So the period that you were using --- plugging
4 into the back of the house was in you said you think
5 just December 2003?

6 A. I know it was just December. It wasn't important.
7 And again, the person who is my friend up the street I
8 would go sit at her house. I was working a 4:00 to
9 12:00 shift, so I'd get off at 12:00 at night there
10 would be no reason --- I mean, like I said I'd pick my
11 children up from the sitter, I'd walk home.. The
12 sitter would call my friend and say Robin picked up
13 her kids, she's going home. My children --- my
14 daughter wasn't in school yet. My son would go to
15 school at 8:00 in the morning and I'd walk down to my
16 friend's house and sit down there until my son got out
17 of school.

18 Q. So you said ---.

19 JUDGE WILLIAMS-FORDHAM:

20 Just one minute, Ms. Lovette.

21 ATTORNEY LOVETTE:

22 Sure.

23 JUDGE WILLIAMS-FORDHAM:

24 I want to make sure we're consistent with
25 the time periods. I thought she said from August 2003

1 until March of 2004 she didn't have service. Is that
2 what you meant?

3 A. Right.

4 ATTORNEY LOVETTE:

5 I have she had her phone service --- she
6 had no phone service from August 2003 until February
7 of 2003.

8 A. Through March. March 2004.

9 BY ATTORNEY LOVETTE:

10 Q. Okay. No phone service until March 2004? I'm
11 sorry, that's my mistake.

12 A. And Verizon --- like I said if I known all these
13 things I would have brought my paperwork in so you
14 could see when I had phone service, when the phone
15 service changed from my name to whosever (phonetic)
16 name turned the phone on for me. When Debby turned it
17 on that was just about a month, that was her husband
18 and I --- that was what our agreement was that it
19 would only be a few weeks until I, you know, got
20 myself straight and then I would not be in the house
21 with a new baby without a phone. I know that was ---
22 the baby was born December 11th and then that's why I
23 said January 11th, something like that, about a month
24 when Debby set up the phone and Debby Johnson's name
25 went off and then I had phone service in my own name.

1 Q. About how many days during December did you use
2 --- did you go out and plug in the phone?

3 A. Like I said I can count on one hand. It was about
4 five times. I called the Housing Authority twice. I
5 called up the street twice and I called my job once to
6 say I was going to be late.

7 Q. And where was your job?

8 A. I work around the corner at Con-Agra Foods.

9 Q. Okay. And just to clarify, did you ever make any
10 directory assistance phone calls from the line?

11 A. No.

12 Q. Did you ever make any call trace?

13 A. No.

14 Q. Star 69?

15 A. No.

16 Q. International calls?

17 A. No. I don't know anybody international.

18 Q. Long distance calls?

19 A. No.

20 Q. Just to clarify, did you only connect to the
21 outside connection at your own house?

22 A. Yes, ma'am.

23 Q. Did you ever connect to any of those grey boxes
24 outside of any other house?

25 A. No, no just my own home. I was --- again, I

1 wasn't trying to scam anybody. Sitting right here
2 today I do --- I apologized to her that day and I'm
3 apologizing to her now, that I apologize for scaring
4 you, I apologize for ---.

5 MS. YOUNG-NELSON:

6 You didn't scam me, you invited yourself
7 into my life, you invaded my privacy. You used my
8 phone without my permission, that's why we're here.
9 And I can't understand how the phone company is going
10 to give you services when I filed a complaint and gave
11 them your name. I don't get that. I gave them your
12 name and they're going to give you services and you
13 used my line illegally.

14 BY ATTORNEY LOVETTE:

15 Q. Would you tell me if there's a grey box outside of
16 every house in your neighborhood?

17 A. Yes.

18 MS. YOUNG-NELSON:

19 The same phone company.

20 ATTORNEY LOVETTE:

21 I have no further questions.

22 JUDGE WILLIAMS-FORDHAM:

23 You may be excused from the stand.

24 A. Thank you.

25 JUDGE WILLIAMS-FORDHAM:

1 Just one minute.

2 MS. YOUNG-NELSON:

3 Is there any way that I can get a copy of
4 her lease to see exactly when she moved in the
5 Delaware County Housing Authority?

6 A. November 1st.

7 MS. YOUNG-NELSON:

8 Ms. Roberts, she wasn't able to tell you
9 that day but is there any way they would be able to
10 get a copy of that? Because she's sitting here lying
11 on her testimony when she said she admitted that she
12 used my phone outside. And I don't understand Verizon
13 being so modern with their technology, why wasn't they
14 able to pinpoint that? And they they're going to
15 award her, giving her her own phone to make money, the
16 phone company, and they didn't do a thoroughly
17 (phonetic) investigation to see if she even used my
18 line, Your Honor.

19 A. And again, I know it's November 1st at the time I
20 was --- we were just burned out and we were leaving
21 the shelter at Westinghouse. I moved in November 1st
22 because we had been there --- it was almost like a ---
23 . I can't explain why I remember the date, but it was
24 definitely November 1st. Again, and mostly because I
25 was very so pregnant. And at the time I moved in I

1 was working at RMH Telemarketing services that was in
2 Lansdown (phonetic) and I had to pick my son up. I
3 would have to go from --- I lived in Sharonville at
4 the time, but we were living --- my son was going to
5 Chester Day Care and that's who was watching him. And
6 I worked at the time from 8:00 to 4:00. And I'd have
7 to go Chester via transportation and pick him up and
8 then we'd have to come home by transportation and walk
9 up a hill which is a bit of a walk. And like I said I
10 was very pregnant, so we stopped at the person's house
11 that I called my friend. We'd stop there and eat and
12 my son could watch TV. And some nights we even stayed
13 there because I didn't have beds and I was pregnant.
14 And then I got some mattresses. And again, my son
15 wasn't with me for long because I knew I was going
16 into the hospital on December 11th to give birth to my
17 daughter, I had a C-Section. And that's why these
18 dates are important to me because we weren't in the
19 house very long before he was gone because I had to be
20 --- he wasn't there the whole month of December. He
21 didn't come home until December 31st, actually. He
22 came home New Year's Eve.

23 And again, I did have phone service at that time
24 because my girlfriend Debby had my son, she kept him
25 in New York. Her and her husband are a military

1 family and he was stationed in New York at the time.
2 And again, that's why I know this phone service was on
3 before I went into the hospital because I had a phone
4 card because I was calling her in New York and talking
5 to my son from New York with the phone card, with a
6 phone card from Verizon.

7 JUDGE WILLIAMS-FORDHAM:

8 Okay. Ms. Young-Nelson you had asked
9 could we get you information about the exact date.

10 MS. YOUNG-NELSON:

11 Yeah.

12 JUDGE WILLIAMS-FORDHAM:

13 We're talking about the year 2000 anyhow.

14 MS. YOUNG-NELSON:

15 Yeah.

16 JUDGE WILLIAMS-FORDHAM:

17 So I don't think it's necessary to get
18 the exact date that she was there. I think Ms.
19 Roberts testified that she thought she had been there
20 four or five years, approximation to the time.

21 MS. YOUNG-NELSON:

22 But these are the excuses don't have
23 anything to do. A neighbor would have let her have
24 used their phone in an emergency. That's not an
25 excuse for you to go out there and illegally hook my

1 line up, and that's the purpose why we're here. And
2 then I had to convince Verizon by bringing all these
3 other people, interrupting their lives to come in here
4 and be subpoenaed so they can testify that she did in
5 fact hook my line up illegally. And I just can't get
6 over Verizon giving her a phone ---

7 MS. SPENCE:

8 And I'm going to say ---.

9 MS. YOUNG-NELSON:

10 --- when she illegally hooked up
11 someone's line up through Verizon.

12 MS. SPENCE:

13 Again, I'm going to say I had no idea
14 whose line I had ---.

15 MS. YOUNG-NELSON:

16 No, until you heard me hollering and
17 screaming telling you to get off my phone.

18 JUDGE WILLIAMS-FORDHAM:

19 Ms. Young-Nelson.

20 MS. SPENCE:

21 And then at the same time, you know, had
22 I known you know it was going to cause all of this, I
23 would have had my own stuff to show that I didn't do
24 this.

25 MS. YOUNG-NELSON:

1 You shouldn't ---.

2 JUDGE WILLIAMS-FORDHAM:

3 Ms. Young-Nelson.

4 MS. YOUNG-NELSON:

5 I'm sorry, Your Honor.

6 MS. SPENCE:

7 I didn't make a lifetime of trying to
8 hurt the neighbor. That was not my purpose. And
9 again I've said at that time I felt really bad and I
10 said to the lady, we wouldn't have to be here had she
11 knocked on my door and said you know what, I don't
12 know what you did, I don't care what you did, you
13 know, you owe me this money. I could not have
14 disputed it with her because I know that she --- that
15 I was staying ---.

16 MS. YOUNG-NELSON:

17 I paid more because of that.

18 MS. SPENCE:

19 That she was more afraid than she was
20 anything. At the time I did not think this was about
21 money. Money, you know, --- I guess I'm kind of
22 crazy, but money don't make me that happy. So if
23 that's what it took to stop --- we would not have been
24 here. You know what I mean. I said to her last year
25 if this is what it comes to, you know, not that I'm a

1 fool and I'm some idiot that just wants to pay people
2 off, but I did do a wrong. And I would have righted
3 the wrong to make her feel more comfortable because I
4 did do a wrong. And my wrong was connecting the phone
5 that one time --- the very first time. I should have
6 never did it the first time and I wouldn't be sitting
7 here today.

8 JUDGE WILLIAMS-FORDHAM:

9 How much do you think you owe? For ---?

10 MS. SPENCE:

11 Not a quarter because --- I made all
12 local calls.

13 JUDGE WILLIAMS-FORDHAM:

14 But the ---.

15 MS. YOUNG-NELSON:

16 But that's something ---.

17 MS. SPENCE:

18 If I had to pay?

19 JUDGE WILLIAMS-FORDHAM:

20 If you had to pay.

21 MS. SPENCE:

22 If I had to pay it would have been --- it
23 was 50 cents a call now and I think I probably talked
24 to everybody maybe five or ten minutes tops waiting
25 for Housing to connect me. I put a max on there of

1 \$20. If I was standing at a phone booth and had to
2 put the money in myself, do you know what I mean, it
3 would be \$20 because I had to keep putting quarters in
4 because I was waiting, do you know what I mean,
5 something like that. And again, that's the max if I
6 was standing at a phone booth.

7 JUDGE WILLIAMS-FORDHAM:

8 Ms. Lovette, do you have anything
9 further?

10 ATTORNEY LOVETTE:

11 No, I don't.

12 JUDGE WILLIAMS-FORDHAM:

13 You're excused from the stand. I wanted
14 to see if anyone has anything further for you before I
15 dismiss you.

16 MS. SPENCE:

17 Okay.

18 JUDGE WILLIAMS-FORDHAM:

19 Do you have anything to keep this
20 witness?

21 ATTORNEY LOVETTE:

22 I don't have anything further.

23 MS. YOUNG-NELSON:

24 I feel as though Verizon should apologize
25 because they have done wrong. They should send me a

1 letter of apology. For the past year and a half
2 because I found out the neighbor was using my line and
3 she came in today and admitted she --- that doesn't
4 change the fact that she did. For the amount, that I
5 don't agree with it, her life story, I have nothing to
6 do with it. The point is she illegally hooked my line
7 up and it's on my credit. And I feel as though
8 Verizon should have did more, went to her home and
9 investigated more.

10 JUDGE WILLIAMS-FORDHAM:

11 Ckay. Thank you for coming, Ms. Spence.
12 I will note for the record that you came under
13 subpoena and you are dismissed at this time. Thank
14 you.

15 Mr. Jones, you may take the stand. Mr.
16 Jones is still under oath.

17 -----
18 EDWARD JONES, PREVIOUSLY SWORN, RECALLED TO TESTIFY

19 -----
20 JUDGE WILLIAMS-FORDHAM:

21 Ms. Young-Nelson do you have any cross
22 examination for Mr. Jones? Any questions?

23 MS. YOUNG-NELSON:

24 Well, he had made mention about me
25 calling him about the package deal. They was offered

1 after the fact.

2 JUDGE WILLIAMS-FORDHAM:

3 Do you have any questions to ask him?

4 MS. YOUNG-NELSON:

5 No, I don't have anymore. I would like
6 an apology so they could really see what I've been
7 telling them for the wrong that took place.

8 JUDGE WILLIAMS-FORDHAM:

9 I think I have a couple of questions. It
10 first appears that on in Verizon Pennsylvania Exhibit
11 Number Two on page three there was a reference to call
12 gate and he described it as someone being able to stop
13 certain calls from being made to their home.

14 A. From their homes.

15 JUDGE WILLIAMS-FORDHAM:

16 From their homes.

17 A. Yes.

18 JUDGE WILLIAMS-FORDHAM:

19 Would the Complainant have been able to
20 stop someone who was unauthorized from calling to her
21 home under that service?

22 A. Yes, the call gate service is to prevent calls
23 that you realize are taking place --- well, like an
24 example that I always give my customers, it's one that
25 actually involves me. When I lived with my parents I

1 abused the directory assistance. I always told them I
2 didn't do it but they actually ordered the call gate
3 service and stopped me from being able to make
4 directory assistance calls. The only way a phone call
5 would --- the only way I would have been able to make
6 a directory assistance call is by knowing the PIN
7 number of that. Whoever sets up the service sets it.
8 So we could stop calls --- if you wanted to stop calls
9 from going to the 610 area code, you can stop that
10 altogether. If you want to stop the call from going
11 to a specific number, you could do that. So it just
12 gives you the ability to control outgoing calls from
13 your telephone line.

14 JUDGE WILLIAMS-FORDHAM:

15 You know, I guess the other question I
16 had and I'm not sure how --- Ms. Spence's testimony is
17 not clear to me how she hooked into the other line. I
18 assume she just hooked into Ms. Young-Nelson's but if
19 you hook into a net and I have more than one line,
20 which line do I access? If she has a primary line and
21 a secondary line --- and it seems that if you hook
22 into a secondary line you would be charged, but if you
23 hooked into the primary line you would not be charged?
24 Is there ---?

25 A. Well, it depends on who's hooking. For example if

1 for some reason she had to hook into the box out ---
2 the only way that you could get to the phone, make a
3 phone call is if you're using your net at your
4 premise. It's at your location. So if she was to
5 hook into the back of her box and made the local call,
6 there would not have been a charge on the main line or
7 the secondary line. If she would have hooked into the
8 back of the box and plugged into the main line and
9 made a metropolitan call toward the beginning when she
10 had the metropolitan coverage, there wouldn't have
11 been a charge.

12 If the call was a long distance call in the
13 beginning when I stated that she had the metropolitan
14 calling package on the line, if it was long distance
15 she would have been charged long distance. You're
16 only billed for what the plan that you have on that
17 line doesn't cover. I'm not sure, am I answering your
18 question.

19 JUDGE WILLIAMS-FORDHAM:

20 But if you have two lines how do you know
21 which line you're accessing?

22 A. How do you know which? For me it would be trial
23 and error, but you would have to get more like a
24 technician to give you the details.

25 JUDGE WILLIAMS-FORDHAM:

1 So we're not sure if when Ms. Spence
2 hooked into her line which line Ms. Spence was hooking
3 into?

4 A. Could we tell? Well, Ms. Spence sounds to me from
5 what I heard was that she was hooking into a line that
6 was right outside of her location. And what I got,
7 Ms. Nelson lives here and Ms. Spence is right here
8 (indicating). And they clearly said there's a box
9 outside of each house. It was houses not apartments;
10 right?

11 MS. YOUNG-NELSON:

12 Yes.

13 A. There's a box on each house, that box is for that
14 house. So I'm not ---.

15 JUDGE WILLIAMS-FORDHAM:

16 But you did say there was more than one
17 box and that the other thing she said was that even
18 when she got service, for some reason her line wasn't
19 connected until Verizon came out and fixed it. So it's
20 unclear ---.

21 A. Yeah, when you say she was referring to Ms.
22 Spence, you're saying ---

23 JUDGE WILLIAMS-FORDHAM:

24 Right.

25 A. --- that she said that when she connected her line

1 at her home, the line wasn't working so she went
2 outside to the box and it was working. And I'm trying
3 to make sure I follow everything clearly in answering
4 your questions.

5 JUDGE WILLIAMS-FORDHAM:

6 I know she said there were two boxes and
7 she went to the one and it was dead and then she went
8 to the second one and that's when she got a live line.

9 A. Okay. From what I understand from what she said,
10 I thought it was two things inside of the box, two
11 different connections. She tried one connection and
12 it didn't work and went to the other connection. But
13 I would have to --- I'm not sure if I can answer you.

14 JUDGE WILLIAMS-FORDHAM:

15 Okay. Do you have any questions for him?

16 MS. YOUNG-NELSON:

17 I just don't understand how she got a
18 phone again when I reported her a month back, and they
19 gave her a phone, but yet he mentioned in his
20 testimony earlier he didn't let me have a phone with
21 Verizon again until I paid my bill. And here's
22 someone who made testimony that she used my line
23 illegally and the phone company gave her a phone?

24 JUDGE WILLIAMS-FORDHAM:

25 Does that have anything to do whether a

1 person gets a phone or not?

2 A. No. If there is any sort of some type of
3 subscription probe or if there's something that comes
4 up in the process of doing the order, it's addressed
5 to the fraud department. But if she called Verizon
6 and there wasn't any type of stamp or any type of
7 alerts on her account and she didn't have a balance,
8 she didn't owe us anything, she would be able to get
9 phone service.

10 RECROSS EXAMINATION

11 BY MS. YOUNG-NELSON:

12 Q. But she committed fraud to another person and that
13 was me. And you just made mention in your testimony
14 earlier that you didn't want me to have a phone until
15 I paid my outstanding balance. So here's someone did
16 something that she testified that she did and you're
17 going to give her a phone and then you don't want me
18 to have a phone. And I've been with the company since
19 1977 before it became Verizon.

20 A. Well, it seems ---.

21 Q. It's not fair to me.

22 A. I understand exactly what you're saying, but I
23 understand that you knew what ----.

24 Q. Well, ---.

25 JUDGE WILLIAMS-FORDHAM:

1 Let him answer.

2 BY MS. YOUNG-NELSON:

3 Q. You all was not paying attention.

4 JUDGE WILLIAMS-FORDHAM:

5 Let him answer.

6 MS. YOUNG-NELSON:

7 Ch, I'm sorry, Your Honor.

8 A. Okay. Well, I understand that you've been with us
9 from 1977 as you stated up, until now. The thing ---
10 everything that's gone on with this person it seems to
11 me that it's ongoing. We're still trying to get to
12 the bottom of the situation.

13 BY MS. YOUNG-NELSON:

14 Q. Your records should have been marked that this
15 house, 1611 Clifton Avenue, in some sort of fraud and
16 it wasn't.

17 A. Uh-huh (yes).

18 Q. You said if it was, why would she get a phone, why
19 would she be awarded for a phone? And a person that's
20 been with the company since 1977 didn't even take the
21 time, Verizon in general, to go to her house and see
22 what's going on? Of course you're not going to find
23 anything illegal on my line because I have legitimate
24 business with your agency. This is not adding up and
25 it's not fair.

1 JUDGE WILLIAMS-FORDHAM:

2 Do you have any redirect?

3 ATTORNEY LOVETTE:

4 I do have just a little bit.

5 REDIRECT EXAMINATION

6 BY ATTORNEY LOVETTE:

7 Q. Assuming that the testimony given my Ms. Spence
8 today is true do you refer to ---.

9 MS. YOUNG-NELSON:

10 See, that's the whole ---.

11 JUDGE WILLIAMS-FORDHAM:

12 Wait.

13 MS. YOUNG-NELSON:

14 You're all not admitting it.

15 JUDGE WILLIAMS-FORDHAM:

16 Ms. Young-Nelson, you cannot talk
17 anytime.

18 MS. YOUNG-NELSON:

19 Okay. I'm sorry, Your Honor.

20 BY ATTORNEY LOVETTE:

21 Q. Could you refer to Exhibit Number Two and tell me
22 the packages that Ms. Young-Nelson had on both of her
23 lines in December of 2003 when Ms. Spence said she
24 used the phone and tell me if the calls that she said
25 that she placed would have been included in a flat

1 rate whether it was made from either one of Ms.
2 Young-Nelson's lines.

3 A. In December of 2003 it's actually listed as no
4 change so we could actually go to January 10th of 2003
5 and see the package that she had on her telephone
6 line. On the main line she was using the Verizon
7 Freedom package and that covered every call in the
8 country basically. So if there was any phone call
9 made, there wouldn't have been a charge for that. On
10 the second telephone line she was using our local
11 package extra. The Local Package Extra gives her
12 unlimited local calling. So if --- Ms. Spence stated
13 that she made local calls so there would not have been
14 a charge for any local calls.

15 Q. Based on that is the company now willing to offer
16 Ms. Young-Nelson any credits to her account?

17 A. No, we're not.

18 Q. When a customer calls and is offered a flat rate
19 calling plan by the company, is the customer required
20 to accept that plan?

21 A. No.

22 Q. And are the charges for the flat rate plan and
23 what is included and the kind of calls made, is that
24 information reviewed with the customer?

25 A. Yes, it is, and it's also broken down for the

1 customer in customer guide section of the white pages
2 telephone directory.

3 Q. If Ms. Spence connected to the box that was
4 outside of her own home only, would she have been
5 connected to Ms. Young-Nelson's line?

6 A. No.

7 ATTORNEY LOVETTE:

8 I have no further questions.

9 JUDGE WILLIAMS-FORDHAM:

10 Thank you, Mr. Jones. You may step down.
11 We have the exhibits from Verizon PA Exhibit One. It
12 is a multi-page document, summary of charges billed
13 and payments made from January 18th, 2000 to July
14 2004. Ms. Young-Nelson, do you have any objections to
15 those documents being admitted into evidence?

16 MS. YOUNG-NELSON:

17 Would you repeat that again, Your Honor?

18 JUDGE WILLIAMS-FORDHAM:

19 The packet of documents we have, the
20 first one was Verizon PA Exhibit One. Do you have any
21 objection to that document being admitted into the
22 record?

23 MS. YOUNG-NELSON:

24 No.

25 JUDGE WILLIAMS-FORDHAM:

1 Then we have Exhibit Two which is the
2 summary of package plans and calling features that's
3 April 2000 to July 2004. Any objections?

4 MS. YOUNG-NELSON:

5 No.

6 JUDGE WILLIAMS-FORDHAM:

7 Verizon Exhibit Three, Summary of Charges
8 identified by you as in dispute. Any objection?

9 MS. YOUNG-NELSON:

10 No.

11 JUDGE WILLIAMS-FORDHAM:

12 And Verizon PA Exhibit Four, Summary of
13 Charges, calls not included in the flat rate calling
14 plan. Any objection?

15 MS. YOUNG-NELSON:

16 No.

17 JUDGE WILLIAMS-FORDHAM:

18 Verizon Exhibits One, Two, Three and Four
19 are admitted without objection. I'll give each party
20 an opportunity to make a short closing statement. Ms.
21 Young-Nelson.

22 MS. YOUNG-NELSON:

23 I just with that Verizon would have come
24 out and investigated a customer for the billing to see
25 if what she was telling them was telling the truth.

1 And I would like to Verizon to give me an apology.
2 And I would like to go back to Verizon, but I just
3 don't feel it was fair for them to give someone who
4 was illegally hooking up my line, and they gave her a
5 phone and I think that's unfair.

6 JUDGE WILLIAMS-FORDHAM:

7 Ms. Lovette?

8 ATTORNEY LOVETTE:

9 I have no further comments.

10 JUDGE WILLIAMS-FORDHAM:

11 As I indicated earlier I will review the
12 exhibits that have been entered into evidence and the
13 transcript that's being generated. I will write a
14 decision which will be issued from the Harrisburg
15 office. Either party can file exceptions if they
16 disagree with my decision. The full Commission will
17 review it. If there is no review of my decision, my
18 decision will become final by operation of law and
19 you'll receive notice of that. Thank you very much.

20

21 * * * * *

22 HEARING CONCLUDED AT 12:16 P.M.

23 * * * * *

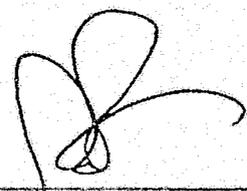
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C E R T I F I C A T E

I hereby certify, as the
stenographic reporter, that the foregoing
proceedings were taken stenographically by
me, and thereafter reduced to typewriting
by me or under my direction; and that this
transcript is a true and accurate record
to the best of my ability.



Court Reporter

CYNTHIA YOUNG-NELSON
 1601 Clifton Avenue
 Sharon Hill, PA 19079

SUMMARY OF CHARGES BILLED AND PAYMENTS MADE
 ON TELEPHONE ACCOUNT NUMBER 610-586-5345
 January 18, 2000 to July 21, 2004

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Credits |
|--------------|--------------|------------------|-----------------------------|--------------------|------------------|
| 7/21/04 | Final Bill | | | | |
| | Basic | 291.52 | 0.00 | 291.52 | UNPAID |
| | Toll | 498.95 | 0.00 | 498.95 | |
| | Nonbasic | 745.67 | 0.00 | 745.67 | |
| | Total | 1,536.14 | 0.00 | 1,536.14 | |
| 7/6/04 | Basic | 305.43 | (13.91) | 291.52 | 0.00 |
| | Toll | 737.72 | (238.77) | 498.95 | |
| | Nonbasic | 745.67 | 0.00 | 745.67 | |
| | Total | 1,788.82 | (252.68)¹ | 1,536.14 | |

¹ These credited amounts represent adjustments for disconnected services terminated in the middle of the billing cycle.

DOCKETED
 APR 29 2005

DOCUMENT FOLDER

PA PUBLIC UTILITY COMMISSION
 STATEMENT OF DECISION
 APR 06 2005

VERIZON PA EXHIBIT NO. 1

C-2004-2785
 3-17-05 Aiq
 J. Hilda

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|-----------------------------|--------------------|-----------------|
| 6/18/04 | Basic | 214.05 | 91.38 | 305.43 | 0.00 |
| | Toll | 657.19 | 80.53 | 737.72 | |
| | Nonbasic | 733.02 | 12.65 | 745.67 | |
| | Total | 1,604.26 | 184.56 | 1,788.82 | |
| 5/18/04 | Basic | 160.34 | 53.71 | 214.05 | 0.00 |
| | Toll | 577.66 | 79.53 | 657.19 | |
| | Nonbasic | 705.91 | 27.11 | 733.02 | |
| | Total | 1,443.91 | 160.35 | 1,604.26 | |
| 4/18/04 | Basic | 99.25 | 61.09 | 160.34 | 0.00 |
| | Toll | 499.13 | 78.53 | 577.66 | |
| | Nonbasic | 734.20 | (28.29) | 705.91 | |
| | Total | 1,332.58 | 111.33 | 1,443.91 | |
| 3/18/04 | Basic | 77.71 | 21.54 | 99.25 | 0.00 |
| | Toll | 425.57 | 73.56 | 499.13 | |
| | Nonbasic | 674.29 | 59.91 | 734.20 | |
| | Total | 1,177.57 | 155.01 | 1,332.58 | |
| 2/18/04 | Basic | 56.87 | 20.84 | 77.71 | 0.00 |
| | Toll | 342.56 | 83.01 | 425.57 | |
| | Nonbasic | 612.98 | 61.31 | 674.29 | |
| | Total | 1,012.41 | 165.16 | 1,177.57 | |
| | | | 28.29 Adjustment (nonbasic) | | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|--------------------|--------------------|-----------------|
| 1/18/04 | Basic | 38.18 | 18.69 | 56.87 | 0.00 |
| | Toll | 267.19 | 75.37 | 342.56 | |
| | Nonbasic | 550.47 | 62.51 | 612.98 | |
| | Total | 855.84 | 156.57 | 1,012.41 | |
| 12/18/03 | Basic | 18.46 | 19.72 | 38.18 | 0.00 |
| | Toll | 194.55 | 72.64 | 267.19 | |
| | Nonbasic | 499.37 | 51.10 | 550.47 | |
| | Total | 712.38 | 143.46 | 855.84 | |
| 11/18/03 | Basic | 18.77 | 18.46 | 37.23 | 160.66 Payment |
| | Toll | 243.97 | 92.47 | 336.44 | |
| | Nonbasic | 442.49 | 56.88 | 499.37 | |
| | Total | 705.23 | 167.81 | 873.04 | |
| 10/18/03 | Basic | 42.56 | 18.77 | 61.33 | 170.00 Payment |
| | Toll | 287.30 | 84.11 | 371.41 | |
| | Nonbasic | 384.71 | 57.78 | 442.49 | |
| | Total | 714.57 | 160.66 | 875.23 | |
| 9/18/03 | Basic | 80.89 | 42.56 | 123.45 | 301.78 Payment |
| | Toll | 372.49 | 76.02 | 448.51 | |
| | Nonbasic | 393.29 | 51.10 | 444.39 | |
| | Total | 846.67 | 169.68 | 1,016.35 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|----------------------|--------------------|-----------------|
| 8/18/03 | Basic | 60.74 | 20.15 | 80.89 | 0.00 |
| | Toll | 286.59 | 85.90 | 372.49 | |
| | Nonbasic | 336.10 | 57.19 | 393.29 | |
| | Total | 683.43 | 163.24 | 846.67 | |
| 7/18/03 | Basic | 98.88 | 21.99 | 120.87 | 60.13 Payment |
| | Toll | 209.57 | 77.02 | 286.59 | |
| | Nonbasic | 276.42 | 59.68 | 336.10 | |
| | Total | 584.87 | 158.69 | 743.56 | |
| 6/18/03 | Basic | 59.88 | 39.00 | 98.88 | 0.00 |
| | Toll | 126.46 | 83.11 | 209.57 | |
| | Nonbasic | 338.40 | (61.98) ² | 276.42 | |
| | Total | 524.74 | 60.13 | 584.87 | |
| 5/18/03 | Basic | 41.50 | 39.80 | 81.30 | 0.00 |
| | Toll | 39.48 | 86.98 | 126.46 | |
| | Nonbasic | 297.14 | 41.26 | 338.40 | |
| | Total | 378.12 | 168.04 | 546.16 | |
| 4/18/03 | Basic | 19.25 | 22.25 | 41.50 | 0.00 |
| | Toll | 22.28 | 17.20 | 39.48 | |
| | Nonbasic | 162.86 | 134.28 | 297.14 | |
| | Total | 204.39 | 173.73 | 378.12 | |

21.42 Adjustment (Basic)

² Credit balance here due to Partial Monthly Credit for Removal of Local Calling - Standard Package.

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owning | Payments/Debits |
|--------------|--------------|------------------|--------------------|---------------------|-----------------|
| 3/18/03 | Basic | 57.30 | 20.25 | 77.55 | 408.97 Payment |
| | Toll | 24.21 | 22.28 | 46.49 | |
| | Nonbasic | 326.46 | 162.86 | 489.32 | |
| | Total | 407.97 | 205.39 | 613.36 | |
| 2/18/03 | Basic | 37.05 | 20.25 | 57.30 | 0.00 |
| | Toll | 10.35 | 13.86 | 24.21 | |
| | Nonbasic | 219.82 | 106.64 | 326.46 | |
| | Total | 267.22 | 140.75 | 407.97 | |
| 1/18/03 | Basic | 18.38 | 18.67 | 37.05 | 0.00 |
| | Toll | 5.73 | 4.62 | 10.35 | |
| | Nonbasic | 107.95 | 111.87 | 219.82 | |
| | Total | 132.06 | 135.16 | 267.22 | |
| 12/18/02 | Basic | 18.68 | 18.41 | 37.09 | 286.00 Payment |
| | Toll | 12.78 | 5.73 | 18.51 | |
| | Nonbasic | 254.41 | 107.95 | 362.46 | |
| | Total | 1285.97 | 132.09 | 418.06 | |
| 11/18/02 | Basic | 37.56 | 18.68 | 56.24 | 200.00 Payment |
| | Toll | 34.11 | 12.78 | 46.89 | |
| | Nonbasic | 264.79 | 118.05 | 382.84 | |
| | Total | 366.46 | 149.51 | 485.97 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owning | Payments/Debits |
|--------------|--------------|------------------|--------------------|---------------------|-----------------|
| 10/18/02 | Basic | 18.31 | 19.25 | 37.56 | 0.00 |
| | Toll | 22.98 | 11.13 | 34.11 | |
| | Nonbasic | 147.49 | 117.30 | 264.79 | |
| | Total | 188.78 | 147.68 | 336.46 | |
| 9/18/02 | Basic | 18.36 | 18.31 | 36.67 | 134.75 Payment |
| | Toll | 6.61 | 22.98 | 29.59 | |
| | Nonbasic | 109.78 | 147.49 | 257.27 | |
| | Total | 134.75 | 188.78 | 323.53 | |
| 8/18/02 | Basic | 19.90 | 18.36 | 38.26 | 223.08 Payment |
| | Toll | 7.05 | 6.61 | 13.66 | |
| | Nonbasic | 196.13 | 109.78 | 305.91 | |
| | Total | 223.08 | 134.75 | 357.83 | |
| 7/18/02 | Basic | 34.09 | 19.90 | 53.99 | 150.00 Payment |
| | Toll | 17.12 | 7.05 | 24.17 | |
| | Nonbasic | 197.60 | 97.32 | 294.92 | |
| | Total | 248.81 | 124.27 | 373.08 | |
| 6/18/02 | Basic | 8.71 | 25.38 | 34.09 | 0.00 |
| | Toll | 8.16 | 8.96 | 17.12 | |
| | Nonbasic | 58.75 | 138.85 | 197.60 | |
| | Total | 75.62 | 173.19 | 248.81 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|--------------------|--------------------|-----------------|
| 5/18/02 | Basic | 8.93 | 9.01 | 17.94 | 75.00 Payment |
| | Toll | 2.87 | 8.16 | 11.03 | |
| | Nonbasic | 62.90 | 58.75 | 121.65 | |
| | Total | 74.70 | 75.92 | 150.62 | |
| 4/18/02 | Basic | 9.82 | 8.93 | 18.75 | 266.00 Payment |
| | Toll | 2.70 | 2.87 | 5.57 | |
| | Nonbasic | 258.42 | 57.96 | 316.38 | |
| | Total | 270.94 | 69.76 | 340.70 | |
| 3/18/02 | Basic | 9.06 | 9.82 | 18.88 | 30.00 Payment |
| | Toll | 16.43 | 2.70 | 19.13 | |
| | Nonbasic | 204.97 | 57.96 | 262.93 | |
| | Total | 230.46 | 70.48 | 300.94 | |
| 2/18/02 | Basic | 17.79 | 9.06 | 26.85 | 70.00 Payment |
| | Toll | 9.04 | 16.43 | 25.47 | |
| | Nonbasic | 187.65 | 60.49 | 248.14 | |
| | Total | 214.48 | 85.98 | 300.46 | |
| 1/18/02 | Basic | 8.83 | 8.96 | 17.79 | 0.00 |
| | Toll | 6.88 | 2.16 | 9.04 | |
| | Nonbasic | 127.96 | 59.69 | 187.65 | |
| | Total | 143.67 | 70.81 | 214.48 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owning | Payments/Debits |
|--------------|--------------|------------------|--------------------|---------------------|-----------------|
| 12/18/01 | Basic | 18.75 | 8.83 | 27.58 | 106.58 Payment |
| | Toll | 41.13 | 6.88 | 48.01 | |
| | Nonbasic | 116.70 | 57.96 | 174.66 | |
| | Total | 176.58 | 73.67 | 250.25 | |
| 11/18/01 | Basic | 9.80 | 8.95 | 18.75 | 0.00 |
| | Toll | 19.46 | 21.67 | 41.13 | |
| | Nonbasic | 57.96 | 58.74 | 116.70 | |
| | Total | 87.22 | 89.36 | 176.58 | |
| 10/18/01 | Basic | 27.93 | 9.80 | 37.73 | 211.13 Payment |
| | Toll | 5.54 | 19.46 | 25.00 | |
| | Nonbasic | 177.66 | 57.96 | 235.62 | |
| | Total | 211.13 | 87.22 | 298.35 | |
| 9/18/01 | Basic | 19.08 | 8.85 | 27.93 | 0.00 |
| | Toll | 0.73 | 4.81 | 5.54 | |
| | Nonbasic | 118.61 | 59.05 | 177.66 | |
| | Total | 138.42 | 72.71 | 211.13 | |
| 8/18/01 | Basic | 10.11 | 8.97 | 19.08 | 0.00 |
| | Toll | 0.72 | 0.01 | 0.73 | |
| | Nonbasic | 59.86 | 58.75 | 118.61 | |
| | Total | 70.69 | 67.73 | 138.42 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|--------------------|--------------------|-----------------|
| 7/18/01 | Basic | 69.70 | 10.11 | 79.81 | 219.79 Payment |
| | Toll | 6.38 | 0.72 | 7.10 | |
| | Nonbasic | 143.71 | 59.86 | 203.57 | |
| | Total | 219.79 | 70.69 | 290.48 | |
| 6/18/01 | Basic | 87.37 | (17.67) | 69.70 | 0.00 |
| | Toll | 2.94 | 3.44 | 6.38 | |
| | Nonbasic | 62.14 | 81.57 | 143.71 | |
| | Total | 152.45 | 67.34 | 219.79 | |
| 5/18/01 | Basic | 43.95 | 43.42 | 87.37 | 0.00 |
| | Toll | 0.42 | 2.52 | 2.94 | |
| | Nonbasic | 32.13 | 30.01 | 62.14 | |
| | Total | 76.50 | 75.95 | 152.45 | |
| 4/18/01 | Basic | 84.79 | 43.95 | 128.74 | 276.09 Payment |
| | Toll | 0.10 | 0.42 | 0.52 | |
| | Nonbasic | 191.20 | 32.13 | 223.33 | |
| | Total | 276.09 | 76.50 | 352.59 | |
| 3/18/01 | Basic | 42.97 | 41.82 | 84.79 | 0.00 |
| | Toll | 0.10 | 0.00 | 0.10 | |
| | Nonbasic | 161.59 | 29.61 | 191.20 | |
| | Total | 204.66 | 71.43 | 276.09 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owning | Payments/Debits |
|--------------|--------------|------------------|--------------------|---------------------|-----------------|
| 2/18/01 | Basic | 132.12 | 42.97 | 175.09 | 135.00 Payment |
| | Toll | 1.75 | 0.10 | 1.85 | |
| | Nonbasic | 131.39 | 31.33 | 162.72 | |
| | Total | 265.26 | 74.40 | 339.66 | |
| 1/18/01 | Basic | 85.57 | 46.55 | 132.12 | 0.00 |
| | Toll | 1.08 | 0.67 | 1.75 | |
| | Nonbasic | 100.46 | 30.93 | 131.39 | |
| | Total | 187.11 | 78.15 | 265.26 | |
| 12/18/00 | Basic | 45.37 | 40.20 | 85.85 | 0.00 |
| | Toll | 1.08 | 0.00 | 1.08 | |
| | Nonbasic | 70.85 | 29.61 | 100.46 | |
| | Total | 117.30 | 69.81 | 187.11 | |
| 11/18/00 | Basic | 127.46 | 45.37 | 172.83 | 200.79 Payment |
| | Toll | 19.57 | 1.08 | 20.65 | |
| | Nonbasic | 93.76 | 30.85 | 124.61 | |
| | Total | 240.79 | 77.30 | 318.09 | |
| 10/18/00 | Basic | 86.73 | 40.73 | 127.46 | 0.00 |
| | Toll | 19.36 | 0.21 | 19.57 | |
| | Nonbasic | 61.98 | 31.78 | 93.76 | |
| | Total | 168.07 | 72.72 | 240.79 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|--------------------|--------------------|-----------------|
| 9/18/00 | Basic | 45.46 | 41.27 | 86.73 | 0.00 |
| | Toll | 0.59 | 18.77 | 19.36 | |
| | Nonbasic | 31.97 | 31.01 | 61.98 | |
| | Total | 78.02 | 90.05 | 168.07 | |
| 8/18/00 | Basic | 131.21 | 45.46 | 176.67 | 326.61 Payment |
| | Toll | 17.73 | 0.59 | 18.32 | |
| | Nonbasic | 177.67 | 31.97 | 209.64 | |
| | Total | 326.61 | 78.02 | 404.63 | |
| 7/18/00 | Basic | 83.58 | 47.63 | 131.21 | 0.00 |
| | Toll | 12.49 | 5.24 | 17.73 | |
| | Nonbasic | 146.77 | 30.90 | 177.67 | |
| | Total | 242.84 | 83.77 | 326.61 | |
| 6/18/00 | Basic | 40.50 | 43.08 | 83.58 | 0.00 |
| | Toll | 5.56 | 6.93 | 12.49 | |
| | Nonbasic | 114.87 | 31.90 | 146.77 | |
| | Total | 160.93 | 81.91 | 242.84 | |
| 5/18/00 | Basic | 132.30 | 40.50 | 172.80 | 209.71 Payment |
| | Toll | 46.76 | 5.56 | 52.32 | |
| | Nonbasic | 166.92 | 28.60 | 145.52 | |
| | Total | 295.98 | 74.66 | 370.64 | |

| Billing Date | Service Type | Past Due Balance | Current Amount Due | Total Amount Owing | Payments/Debits |
|--------------|--------------|------------------|--------------------|--------------------|-----------------|
| 4/18/00 | Basic | 82.55 | 49.75 | 132.30 | 0.00 |
| | Toll | 40.03 | 6.73 | 46.76 | |
| | Nonbasic | 87.13 | 29.79 | 116.92 | |
| | Total | 209.71 | 86.27 | 295.98 | |
| 3/18/00 | Basic | 40.51 | 42.04 | 82.55 | 0.00 |
| | Toll | 11.67 | 28.36 | 40.03 | |
| | Nonbasic | 22.30 | 64.83 | 87.13 | |
| | Total | 74.48 | 135.23 | 209.71 | |
| 2/18/00 | Basic | 41.01 | 40.51 | 81.52 | 66.65 Payment |
| | Toll | 36.34 | 0.97 | 37.31 | |
| | Nonbasic | 28.60 | (6.30) | 22.30 | |
| | Total | 105.95 | 35.18 | 141.13 | |
| 1/18/00 | Basic | 41.00 | 41.01 | 82.01 | 152.49 Payment |
| | Toll | 1.13 | 36.34 | 37.47 | |
| | Nonbasic | 110.36 | 28.60 | 138.96 | |
| | Total | 152.49 | 105.95 | 258.44 | |

CYNTHIA YOUNG-NELSON
1601 Clifton Avenue
Sharon Hill, PA 19079

**SUMMARY OF PACKAGE PLANS AND CALLING FEATURES
(MONTHLY RECURRING CHARGES)**

ON ACCOUNT NO. 610-586-5345

April 18, 2000 to July 6, 2004

Bill Date

4-18-00 610-586-5345 (Metropolitan service \$26.00)

| | |
|-----------------|-------------|
| Big Deal | \$17.99 |
| Do not disturb | 3.00 |
| Guardian Plan | 2.00 |
| Home Voice Mail | <u>4.50</u> |
| | \$27.49 |

5-18-00 No change

6-18-00 No change Guardian Plan increased to \$2.95 effective 6-17-00
Non-basic charges \$28.44 per month

7-18-00 No change

8-18-00 No change

9-18-00 No change

10-18-00 No change

11-18-00 No change

12-18-00 No change

1-18-01 No change

2-18-01 No change

3-18-01 No change

4-18-01 No change

5-18-01 No change

6-18-01 Remove Big Deal and Do not Disturb and add Local Package Metropolitan -
Premium (Metropolitan service became part of the package) and Call Intercept.
Increase in Guardian Plan to \$3.95 per month.

| | |
|------------------------------------|-------------|
| Local Package Metropolitan-Premium | \$39.95 |
| Call Intercept | 5.00 |
| Guardian Plan | 3.95 |
| Home Voice Mail | <u>4.50</u> |
| | \$53.40 |

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APR 29 2005

VERIZON PA EXHIBIT NO. 2 C-20042785

3-17-05
P. Kelly

1-18-02 610-586-5345

| | |
|----------------------------|-------------|
| Local Package Metropolitan | \$39.95 |
| Home Voice Mail | 4.50 |
| Call Intercept | 5.00 |
| Guardian Plan | <u>3.95</u> |
| | \$53.40 |

2-18-02 No change
 3-18-02 No change
 4-18-02 No change
 5-18-02 No change

6-18-02 Second line installed 610-586-3191, removed Guardian Plan and added wire maintenance plan on 610-586-5345

| 610-586-5345 | | 610-586-3191 | |
|-----------------------|-------------|-------------------------------|------------|
| Local Package Metro | \$39.95 | Local Package Standard | \$25.95 |
| Home Voice Mail | 4.50 | Call Gate | 4.00 |
| Call Intercept | 5.00 | Telephone Protection Plan | 3.95 |
| Wire Maintenance Plan | <u>3.45</u> | Wire Maintenance Plan | 3.45 |
| | \$52.90 | Credit for having TPP & WMR - | <u>.45</u> |
| | | | \$36.90 |

7-18-02 No change
 8-18-02 No change

9-18-02 Re-rate Call Intercept on 586-5345 from \$5.00 to \$4.00
 Add Call Block and Call Intercept to 586-3191

| | |
|---------------------------|-------------|
| Call block | \$ 4.25 |
| Telephone Protection Plan | 3.95 |
| 2 Wire Maintenance Plans | 6.90 |
| Credit for 2 plans | - .45 |
| Call Gate | 4.00 |
| Local Package Standard | 25.95 |
| Local Package Metro | 39.95 |
| Call Intercept # | 4.00 |
| Call Intercept | 5.00 |
| Home Voice Mail | <u>4.50</u> |
| | \$98.05 |

10-18-02 No change

11-18-02 No change
12-18-02 No change
1-18-03 No change

2-18-03 Remove Call Intercept and add Do not Disturb on 586-3191
Add Local Package Extra to 586-3191

| | |
|-------------------------------------|-------------|
| Telephone protection plan | \$ 3.95 |
| 2 Wire Maintenance plans | 6.90 |
| Credit for 2 plans | - .45 |
| Call Gate | 4.00 |
| Do not Disturb | 3.00 |
| Call block | 4.25 |
| Local Package-Standard ¹ | 25.95 |
| Local Package-Extra | 29.95 |
| Local Package-Metro | 39.95 |
| Call Intercept # | 4.00 |
| Home Voice Mail | <u>4.50</u> |
| | \$126.00 |

3-18-03 Remove Call Block on 586-3191

Monthly Non-Basic charges \$121.75

4-18-03 No change

5-18-03 Remove Call Intercept, Home Voice Mail and Local Package-Metro on 586-5345.
Add Verizon Freedom Package² to 586-5345.

| | |
|---------------------------|--------------|
| Telephone protection plan | \$ 3.95 |
| 2 Wire Maintenance plans | 6.90 |
| Credit for 2 plans | - .45 |
| Call Gate | 4.00 |
| Do not Disturb | 3.00 |
| Local Package-Standard | 25.95 |
| Local Package-Extra | 29.95 |
| Verizon Freedom Package | <u>64.95</u> |
| | \$138.25 |

¹ This was a billing error that occurred when the customer changed the local plan on the secondary line from Local Package Standard to Local Package Extra, but the billing for Local Package Standard was not removed.

² The Verizon Freedom Package is billed as a toll service.

6-18-03 Correction order to remove Local Package-Standard 586-3191

| | |
|---------------------------|--------------|
| Telephone protection plan | \$ 3.95 |
| 2 Wire Maintenance plans | 6.90 |
| Credit for 2 plans | - .45 |
| Call Gate | 4.00 |
| Do not Disturb | 3.00 |
| Local Package-Extra | 29.95 |
| Verizon Freedom Package | <u>64.95</u> |
| | \$112.30 |

7-18-03 No change

8-18-03 No change

9-18-03 No change

10-18-03 No change

11-18-03 No change

12-18-03 No change

1-18-04 Change Telephone number 586-3191 to 586-3040.
Remove Do not Disturb and add Call Intercept on 586-3040.

| | |
|---------------------------|--------------|
| Telephone protection plan | \$ 3.95 |
| 2 Wire Maintenance plans | 6.90 |
| Credit for 2 plans | - .45 |
| Call Gate | 4.00 |
| Call Intercept | 5.00 |
| Local Package-Extra | 29.95 |
| Verizon Freedom Package | <u>64.95</u> |
| | \$114.30 |

2-18-04 No change

3-18-04 No change

4-18-04 Toll and non-basic denied on 3-24-04, removed Local Package-Extra, 2 Wire Maintenance plans, Telephone Protection plan, Call Gate, Call Intercept, Credit for 2 maintenance plans.

Verizon Freedom Package \$64.95 (not removed)

5-18-04 No change

6-18-04 No change

VERIZON PA EXHIBIT NO. 2

7-6-04 Final Bill Local Service provider changed to IDT

Toll Service restored 6-22-04 for change to IDT

Credit given for suspended services back to 3-25-04

CYNTHIA YOUNG-NELSON

1601 Clifton Avenue
Sharon Hill, PA 19079

SUMMARY OF CHARGES IDENTIFIED
BY CYNTHIA YOUNG-NELSON AS IN DISPUTE

January 18, 2002 - April 18, 2004

| BILL DATE | NUMBER DIALED | PLACE | NAME OF PERSON/ENTITY CALLED | CHARGE |
|-------------------|---------------|----------|---|--------|
| January 18, 2002 | 610-587-4875 | Reading | Unlisted | .08 |
| January 18, 2002 | 610-378-4081 | Reading | Unlisted | .12 |
| January 18, 2004 | 610-378-4081 | Reading | Unlisted | .08 |
| February 18, 2002 | 610-399-2397 | Westtown | Cheney University of Pennsylvania - Yarnall Hall | .20 |
| February 18, 2002 | 610-399-2397 | Westtown | Cheney University of Pennsylvania - Yarnall Hall | .61 |
| February 18, 2002 | 610-399-2302 | Westtown | Cheney University of Pennsylvania - Student Affairs, Financial Aid Office | .09 |
| February 18, 2002 | 610-399-2302 | Westtown | Cheney University of Pennsylvania - Student Affairs, Financial Aid Office | .08 |
| February 18, 2002 | 610-399-2302 | Westtown | Cheney University of Pennsylvania - Student Affairs, Financial Aid Office | .09 |
| February 18, 2002 | 610-399-2397 | Westtown | Cheney University of Pennsylvania - Yarnall Hall | .23 |
| February 18, 2002 | 610-399-2302 | Westtown | Cheney University of Pennsylvania - Student Affairs, Financial Aid Office | .08 |

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VERIZON PA EXHIBIT NO. 3

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C-20042785
3-17-05 mldj
D.H.L.

APR 09 2005

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| | | | | |
|-------------------|--------------|-------------------------------|--|------|
| February 18, 2002 | *69 | Westtown | | .24 |
| February 18, 2002 | *69 | Westtown | | .26 |
| February 18, 2002 | 610-429-0220 | W Chester | Unlisted | .08 |
| February 18, 2002 | 302-651-4511 | Wilmington, DE | Susan Stine, MD and Walter Rhonda, MD, DuPont Hospital | .10 |
| March 18, 2002 | 411 | National Directory Assistance | | .95 |
| April 18, 2002 | 610-861-3000 | Bethlehem | Unlisted | .08 |
| April 18, 2002 | 610-861-3000 | Bethlehem | Unlisted | 1.21 |
| May 18, 2002 | 609-835-1144 | Burlington, NJ | Artrena Smith, Residence Willingboro, NJ | .08 |
| May 18, 2002 | 609-835-1122 | Burlington, NJ | Unlisted | .08 |
| June 18, 2002 | 610-769-8822 | Ironton | Unlisted | .08 |
| June 18, 2002 | 856-966-1256 | Camden, NJ | Unlisted | .08 |
| June 18, 2002 | 856-966-1256 | Camden, NJ | Unlisted | .24 |
| June 18, 2002 | 856-966-1256 | Camden, NJ | Unlisted | .08 |
| June 18, 2002 | 856-966-1256 | Camden, NJ | Unlisted | 1.52 |
| June 18, 2002 | 856-966-1256 | Camden, NJ | Unlisted | .16 |
| June 18, 2002 | 708-334-2400 | La Grange, IL | Unlisted | .08 |
| June 18, 2002 | 708-334-2400 | La Grange, IL | Unlisted | .16 |
| June 18, 2002 | 610-769-8822 | Ironton | Unlisted | .08 |
| July 18, 2002 | 302-651-4524 | Wilmington, DE | Unlisted | .08 |
| July 18, 2002 | 201-417-3535 | Hackensack, NJ | Unlisted | .08 |
| August 18, 2002 | 610-792-9534 | Royersford | Unlisted | .12 |
| August 18, 2002 | 610-792-9534 | Royersford | Unlisted | .20 |
| August 18, 2002 | 717-477-7149 | Shippensburg | Unlisted | .08 |
| August 18, 2002 | 717-477-7149 | Shippensburg | Unlisted | 2.96 |
| August 18, 2002 | 717-477-7149 | Shippensburg | Unlisted | .08 |
| August 18, 2002 | 717-477-7149 | Shippensburg | Unlisted | .88 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|--------------------|---------------------------|-------------------------------|--|-------------|
| August 18, 2002 | 856-227-9325 | Blackwood, NJ | Unlisted | .16 |
| August 18, 2002 | 856-663-1700 | Merchantville, NJ | City of Mirrors, Pennsauken, NJ | .16 |
| August 18, 2002 | 814-571-0951 | Bellefonte | Unlisted | .08 |
| August 18, 2002 | 856-663-1700 | Merchantville, NJ | City of Mirrors, Pennsauken, NJ | .16 |
| August 18, 2002 | 856-663-1700 | Merchantville, NJ | City of Mirrors, Pennsauken, NJ | .24 |
| September 18, 2002 | 610-347-2238 | Unionville | Paula A. Dura, Residence, Kennet Sq., PA | .08 |
| September 18, 2002 | 610-366-2000 | Allentown | Unlisted | 2.07 |
| September 18, 2002 | 610-366-2000 | Allentown | Unlisted | .20 |
| September 18, 2002 | 610-366-2000 | Allentown | Unlisted | .70 |
| September 18, 2002 | 610-399-9953 | Westtown | Unlisted | 11.72 (MCI) |
| September 18, 2002 | 410-889-2300 | Baltimore, MD | Family Tree, Baltimore, MD | .16 |
| October 18, 2002 | 411 | National Directory Assistance | | .95 |
| October 18, 2002 | *69 | | | .75 |
| October 18, 2002 | 215-631-8970 | Landsdale | Unlisted | .22 |
| October 18, 2002 | 314-592-0570 | Ferguson, MO | Unlisted | .08 |
| October 18, 2002 | 314-592-0570 | Ferguson, MO | Unlisted | .32 |
| November 18, 2002 | *69 (6 calls at .75 each) | | | 4.50 |
| November 18, 2002 | 610-231-6776 | Catasauqua | Unlisted | .08 |
| November 18, 2002 | 215-631-8973 | Landsdale | Unlisted | .08 |
| November 18, 2002 | 610-692-6568 | West Chester | Burger King, Westtown, PA | .52 |
| November 18, 2002 | 610-692-6568 | West Chester | Burger King, Westtown, PA | .24 |
| November 18, | 610-692-6568 | West Chester | Burger King, | .08 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|-------------------|------------------|-------------------------------|---|------------|
| 2002 | | | Westtown, PA | |
| November 18, 2002 | Various | | | 8.90 (MCI) |
| November 18, 2002 | 717-787-9092 | Harrisburg | PA State Police Criminal Records Dept. | .08 |
| November 18, 2002 | 717-772-2177 | Harrisburg | PA State Police Main Switchboard | .24 |
| November 18, 2002 | 706-733-0791 | Augusta, GA | Maximus Child Support Services, Augusta, GA | .40 |
| December 18, 2002 | 215-631-8969 | Landsdale | Marian Adoption Services/North Western Human Services | .14 |
| December 18, 2002 | 215-348-2238 | Doylestown | Unlisted | .08 |
| December 18, 2002 | 718-922-6828 | Brooklyn, NY | Unlisted | .32 |
| January 18, 2003 | Local Area No. 2 | | | .24 |
| January 18, 2003 | *69 | | | .75 |
| January 18, 2003 | 215-453-2527 | Perkasie | Craig W. O'Donnell, Residence | .08 |
| January 18, 2003 | 703-862-1918 | Falls Church, VA | Unlisted | .16 |
| February 18, 2003 | 411 | National Directory Assistance | | .95 |
| February 18, 2003 | 610-216-1058 | Bethlehem | Unlisted | .08 |
| February 18, 2003 | 610-587-4875 | Reading | Unlisted | .08 |
| February 18, 2003 | 610-587-4875 | Reading | Unlisted | .08 |
| February 18, 2003 | 610-587-4875 | Reading | Unlisted | .08 |
| February 18, 2003 | 610-587-4875 | Reading | Unlisted | .14 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|-------------------|---------------------------|-------------------------------|---|------|
| February 18, 2003 | 215-631-8969 | Landsdale | Marian Adoption Services/North Western Human Services | .14 |
| February 18, 2003 | 215-631-8969 | Landsdale | Marian Adoption Services/North Western Human Services | .12 |
| February 18, 2003 | 215-631-8969 | Landsdale | Marian Adoption Services/North Western Human Services | .57 |
| February 18, 2003 | 610-587-4876 | Reading | Unlisted | .08 |
| February 18, 2003 | 610-587-4875 | Reading | Unlisted | .08 |
| February 18, 2003 | 610-587-4875 | Reading | Unlisted | .08 |
| February 18, 2003 | 215-631-8969 | Landsdale | Marian Adoption Services/North Western Human Services | .18 |
| February 18, 2003 | 215-631-8969 | Landsdale | Marian Adoption Services/North Western Human Services | .55 |
| February 18, 2003 | 302-322-0882 | New Castle, DE | Terri Brooks, Residence | .14 |
| February 18, 2003 | 302-322-0882 | New Castle, DE | Terri Brooks, Residence | 1.29 |
| February 18, 2003 | 610-587-4576 | Reading | Unlisted | .08 |
| February 18, 2003 | 314-592-0570 | Ferguson, MO | Unlisted | .32 |
| February 18, 2003 | 570-824-8971 | Wilkes Barre | Unlisted | .08 |
| February 18, 2003 | 570-824-8971 | Wilkes Barre | Unlisted | .08 |
| March 18, 2003 | 411 (2 calls at .95 each) | National Directory Assistance | | 1.90 |
| March 18, 2003 | 610-698-3513 | Reading | Unlisted | .08 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|----------------|------------------|--------------------------|----------|------|
| March 18, 2003 | 717-555-1212 | Directory Assistance, PA | | 1.25 |
| March 18, 2003 | 717-555-1212 | Directory Assistance, PA | | 1.25 |
| March 18, 2003 | 717-555-1212 | Directory Assistance, PA | | 1.25 |
| March 18, 2003 | 202-555-1212 | Directory Assistance, DC | | 1.25 |
| March 18, 2003 | 985-727-2936 | Mandeville, LA | Unlisted | .08 |
| March 18, 2003 | 985-555-1212 | Directory Assistance, LA | | 1.25 |
| March 18, 2003 | 609-555-1212 | Directory Assistance, NJ | | 1.25 |
| March 18, 2003 | 609-555-1212 | Directory Assistance, NJ | | 1.25 |
| April 18, 2003 | Local Area No. 3 | | | .44 |
| April 18, 2003 | Local Area No. 3 | | | .04 |
| April 18, 2003 | Local Area No. 4 | | | .15 |
| April 18, 2003 | Local Area No. 4 | | | 2.29 |
| April 18, 2003 | 215-631-8975 | Landsdale | Unlisted | .34 |
| April 18, 2003 | 305-503-6000 | Miami, FL | Unlisted | .08 |
| April 18, 2003 | 213-213-6100 | Los Angeles, CA | Unlisted | .08 |
| April 18, 2003 | 856-534-534 | Haddon Heights, NJ | | .08 |
| April 18, 2003 | 609-555-1212 | Directory Assistance, NJ | | 1.25 |
| April 18, 2003 | 856-555-1212 | Directory Assistance, NJ | | 1.25 |
| April 18, 2003 | 904-859-4000 | Jacksonville, FL | | .08 |
| April 18, 2003 | 904-859-4000 | Jacksonville, FL | Unlisted | .08 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|-----------------|---|-------------------------------|-------------------------------------|-------------------|
| April 18, 2003 | 904-555-1212 | Directory Assistance, FL | | 1.25 |
| May 18, 2003 | 411 | National Directory Assistance | | .95 |
| May 18, 2003 | 610-489-0158 | Colgvl | Unlisted | 2.20 |
| May 18, 2003 | 610-489-1706 | Colgvl | Unlisted | 7.80 |
| May 18, 2003 | 703-555-1212 | Directory Assistance, VA | | 1.25 |
| May 18, 2003 | 706-736-6261 | Augusta, GA | Terrell Academy | .08 |
| May 18, 2003 | 706-555-1212 | Directory Assistance GA | | 1.25 |
| May 18, 2003 | 706-790-4353 | Augusta, GA | Grace's Hair Designs, Hephzibeh, GA | .32 |
| June 18, 2003 | Local Area No. 2 | | | 2.46 |
| June 18, 2003 | Local Area No. 2 | | | 1.42 |
| June 18, 2003 | Local Area No. 2 | | | .61 |
| June 18, 2003 | Local Area No. 3 | | | .36 |
| June 18, 2003 | Local Area No. 3 | | | .63 |
| June 18, 2003 | Local Area No. 3 | | | .41 |
| June 18, 2003 | 2 Calls completed by Directory Assistance at .30 each | | | .60 |
| June 18, 2003 | 570-773-9812 | Mahanoy | Unlisted | 6.55 (OAN charge) |
| June 18, 2003 | 202-555-1212 | Directory Assistance, DC | | 1.25 |
| July 18, 2003 | Call Gate (sm) | | | 4.00 |
| July 18, 2003 | 876-423-5213 | Kingston, Jamaica | Unlisted | .57 |
| August 18, 2003 | 570-773-9815 | Mahanoy | | 5.74 |
| August 18, 2003 | 609-555-1212 | Directory Assistance, NJ | | 1.25 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|-------------------|--------------------------|-------------------------------|----------|------------|
| August 18, 2003 | 609-555-1212 | Directory Assistance, NJ | | 1.25 |
| August 18, 2003 | Local Call to Area No. 2 | | | .18 |
| August 18, 2003 | Local Call to Area No. 2 | | | .34 |
| August 18, 2003 | Local Call to Area No. 3 | | | .07 |
| August 18, 2003 | Local Call to Area No. 3 | | | 1.21 |
| August 18, 2003 | Local Call to Area No. 4 | | | 15.33 |
| August 18, 2003 | Local Call to Area No. 4 | | | .60 |
| August 18, 2003 | Local Call to Area No. 4 | | | 5.84 |
| October 18, 2003 | 570-773-9838 | Mahanoy | Unlisted | 4.12 (ILD) |
| October 18, 2003 | 570-773-9627 | Mahanoy | Unlisted | 3.31 (ILD) |
| November 18, 2003 | 610-399-9945 | Westtown | Unlisted | 2.86 (MCI) |
| November 18, 2003 | 610-399-9922 | Westtown | Unlisted | 2.90 (MCI) |
| November 18, 2003 | 570-773-9824 | Mahanoy | Unlisted | 6.55 (ILD) |
| November 18, 2003 | 215-729-9993 | Philadelphia | Unlisted | 3.10 (ILD) |
| December 18, 2003 | Local Call to Area No. 2 | | | .18 |
| December 18, 2003 | Local Call to Area No. 2 | | | .07 |
| December 18, 2003 | Local Call to Area No. 3 | | | .21 |
| December 18, 2003 | Local Call to Area No. 4 | | | .99 |
| December 18, 2003 | 720-482-2050 | Littleton, CO | Unlisted | .08 |
| January 18, 2004 | Call Gate (sm) | | | 4.00 |
| February 18, 2004 | 411 | National Directory Assistance | | .95 |

VERIZON PA EXHIBIT NO. 3

| | | | | |
|-------------------|--------------------------|-------------------------------|----------|------------|
| February 18, 2004 | 411 | National Directory Assistance | | .95 |
| February 18, 2004 | 215-727-5452 | Philadelphia | Unlisted | 4.60 (ILD) |
| March 18, 2004 | 411 | National Directory Assistance | | .95 |
| March 18, 2004 | 411 | National Directory Assistance | | .95 |
| March 18, 2004 | 411 | National Directory Assistance | | .95 |
| March 18, 2004 | 411 | National Directory Assistance | | .95 |
| March 18, 2004 | 240-555-1212 | Directory Assistance, MD | | 1.25 |
| April 18, 2004 | Local Call to Area No. 2 | | | 2.76 |
| April 18, 2004 | Local Call to Area No. 2 | | | .44 |
| April 18, 2004 | Local Call to Area No. 2 | | | 1.62 |
| April 18, 2004 | Local Call to Area No. 3 | | | .52 |
| April 18, 2004 | Local Call to Area No. 3 | | | .27 |
| April 18, 2004 | Local Call to Area No. 3 | | | .12 |
| April 18, 2004 | Local Call to Area No. 4 | | | 9.06 |
| April 18, 2004 | Local Call to Area No. 4 | | | 1.66 |
| April 18, 2004 | Local Call to Area No. 4 | | | 2.68 |

TOTAL AMOUNT IN DISPUTE: \$193.63

VERIZON PA EXHIBIT NO. 3

CYNTHIA YOUNG-NELSON
1601 Clifton Avenue
Sharon Hill, PA 19079

SUMMARY OF CHARGES FOR CALLS NOT INCLUDED
IN A FLAT RATE CALLING PLANS
April 18, 2000 – July 6, 2004

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|---|----------------|
| 7/6/2004 | Measured Use Charges for local calls outside plan (basic) | \$9.13 |
| 6/18/2004 | Measured Use Charges for local calls outside plan (basic) | \$56.84 |
| | Call Trace ¹ (non-basic) | \$3.00 |
| 5/18/2004 | Measured Use Charges for local calls outside plan (basic) | \$20.91 |
| | Call Trace (non-basic) | \$16.50 |
| 4/18/2004 | Measured Use Charges for local calls outside plan (basic) | \$19.13 |
| | Call Trace (non-basic) | \$4.50 |
| 3/18/2004 | National Directory Assistance ² (basic) | \$3.80 |
| | Call Trace (non-basic) | \$1.50 |

DOCUMENT
FOLDER

DOCKETED
APR 29 2005

¹ The rate for Call Trace service was \$1.50 per call at the time.

² The rate for National Directory Assistance (411) was \$0.95 per call at the time.

C-2004-2785
3-17-05 h20j
B h20j

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FBI - PHOENIX

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|--------------------------|---|----------------|
| 3/18/2003 (continued) | Call Trace (non-basic) | \$4.50 |
| | Verizon Long Distance – for Out-of-state Directory Assistance ³ (toll) | \$1.25 |
| 2/18/2004 | National Directory Assistance (basic) | \$1.90 |
| | ILD Teleservices, Inc. toll charges (toll) | \$4.60 |
| | Verizon Long Distance – for Out-of-state Directory Assistance (toll) | \$1.25 |
| 1/18/2004 | Measured Use Charges for local calls outside plan (basic) | \$0.08 |
| 12/18/2003 | Measured Use Charges for local calls outside plan (basic) | \$1.45 |
| | Non-local Directory Assistance ⁴ (toll) | \$0.30 |
| | Verizon Long Distance (toll) | \$0.08 |
| 11/18/2003 | MCI toll charges (toll) | \$5.76 |
| | ILD Teleservices, Inc. toll charges (toll) | \$9.65 |
| 10/18/2003 | Call Trace (non-basic) | \$1.50 |
| | ILD Teleservices, Inc. toll charges (toll) | \$7.43 |

³ The rate for Out-of-state Directory Assistance was \$1.25 per call at the time.

⁴ The rate for Non-local Directory Assistance was \$0.30 per call at the time.

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|--|----------------|
| 9/18/2003 | Measured Use Charges for local calls outside plan (basic) | \$23.57 |
| | Non-local Directory Assistance (toll) | \$0.30 |
| | MCI toll charges (toll) | \$3.03 |
| 8/18/2003 | Measured Use Charges for local calls outside plan (basic) | \$1.14 |
| | Call Trace (non-basic) | \$1.50 |
| | Operator Assistance Network toll charges (toll) | \$5.74 |
| | Verizon Long Distance – for Out-of-state Directory Assistance (toll) | \$2.50 |
| | Verizon Long Distance (toll) | \$0.50 |
| 7/18/2003 | National Directory Assistance (basic) | \$0.95 |
| | Measured Use Charges for local calls outside plan (basic) | \$1.39 |
| | Call Trace (non-basic) | \$4.50 |
| | Regional Toll Calls (toll) | \$0.08 |
| | Non-local Directory Assistance (toll) | \$1.20 |

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|--------------------------|--|----------------|
| 7/18/2003 (continued) | Verizon Long Distance (toll) | \$0.57 |
| 6/18/2003 | National Directory Assistance (basic) | \$0.95 |
| | Measured Use Charges for local calls outside plan (basic) | \$18.65 |
| | Non-local Directory Assistance (toll) | \$0.60 |
| | Operator Assistance Network toll charges (toll) | \$6.55 |
| | Verizon Long Distance – for Out-of-state Directory Assistance (toll) | \$1.25 |
| 5/18/2003 | National Directory Assistance (basic) | \$0.95 |
| | Measured Use Charges for local calls outside plan (basic) | \$19.65 |
| | Collect calls made from a correctional facility (toll) | \$10.00 |
| | Verizon Long Distance (toll) | \$2.90 |
| 4/18/2003 | Measured Use Charges for local calls outside plan (basic) | \$3.89 |
| | Regional Toll Calls (toll) | \$0.10 |
| | Regional Toll Calls (toll) | \$0.34 |

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|--------------------------|---|----------------|
| 4/18/2003 (continued) | MCI toll charges (toll) | \$6.19 |
| | Verizon Long Distance (toll) | \$5.41 |
| | Verizon Long Distance -- for Out-of-state Directory Assistance (toll) | \$2.50 |
| 3/18/2003 | National Directory Assistance (basic) | \$1.90 |
| | Measured Use charges for local calls outside plan (basic) | \$0.15 |
| | Regional Toll Calls (toll) | \$3.58 |
| | Verizon Long Distance (toll) | \$5.76 |
| | Verizon Long Distance -- for Out-of-state Directory Assistance (toll) | \$10.00 |
| 2/18/2003 | National Directory Assistance (basic) | \$0.95 |
| | Measured Use Charges for local calls outside plan (basic) | \$0.64 |
| | Regional Toll Calls (toll) | \$3.69 |
| | Verizon Long Distance (toll) | \$3.76 |
| | Verizon Long Distance -- for Out-of-state Directory Assistance (toll) | \$1.25 |

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|---|----------------|
| 1/18/2003 | Measured Use Charges for local calls outside plan (basic) | \$0.24 |
| | *69 ⁵ (non-basic) | \$0.75 |
| | Call Trace (non-basic) | \$3.00 |
| | Regional Toll Calls (toll) | \$0.08 |
| | Verizon Long Distance | \$0.64 |
| 12/18/2002 | Measured Use Charges for local calls outside plan (non-basic) | \$0.28 |
| | Call Trace (non-basic) | \$1.50 |
| | Regional Toll Calls (toll) | \$0.22 |
| | Verizon Long Distance | \$0.32 |
| 11/18/2002 | Measured Use Charges for local calls outside plan (basic) | \$0.12 |
| | *69 (non-basic) | \$4.50 |
| | Call Trace (non-basic) | \$3.00 |
| | Regional Toll Calls (toll) | \$1.00 |
| | MCI toll charges (toll) | \$10.20 |

⁵ The rate for *69 service was \$0.75 per call at the time.

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|---------------------------|--|----------------|
| 11/18/2002 (continued) | Verizon Long Distance (toll) | \$0.88 |
| 10/18/2002 | National Directory Assistance (basic) | \$0.95 |
| | *69 (non-basic) | \$0.75 |
| | Call Trace (non-basic) | \$7.50 |
| | Verify Inturrupt Service ⁶ to check no. 215-365-2142 (toll) | \$2.00 |
| | Regional Toll Calls (toll) | \$1.60 |
| | Verizon Long Distance – for Out-of-state Directory Assistance (toll) | \$2.50 |
| | Verizon Long Distance (toll) | \$3.52 |
| 9/18/2002 | *69 (non-basic) | \$26.25 |
| | Call Trace (non-basic) | \$3.00 |
| | Regional Toll Calls (toll) | \$6.02 |
| | MCI toll charges (toll) | \$11.72 |
| | Verizon Long Distance (toll) | \$2.48 |

⁶ This is a service whereby the operator can check if there is a service interruption on a specific telephone number. The rate for this service was \$2.00 per call at the time.

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|--|----------------|
| 8/18/2002 | *69 (non-basic) | \$9.00 |
| | Regional Toll Calls (toll) | \$0.93 |
| | Verizon Long Distance (toll) | \$4.80 |
| 7/18/2002 | Measured Use Charges for local calls outside plan (basic) | \$1.41 |
| | Regional Toll Calls (toll) | \$0.08 |
| | Verizon Long Distance (toll) | \$5.92 |
| 6/18/2002 | Measured Use Charges for local calls outside of plan (basic) | \$1.89 |
| | Regional Toll Calls (toll) | \$4.74 |
| | Verizon Long Distance (toll) | \$3.12 |
| 5/18/2002 | Regional Toll Calls (toll) | \$4.46 |
| | Verizon Long Distance (toll) | \$2.80 |
| 4/18/2002 | Regional Toll Calls (toll) | \$2.63 |
| 3/18/2002 | National Directory Assistance (basic) | \$0.95 |
| | Regional Toll Calls (toll) | \$2.48 |

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|-------------------------------|----------------|
| 2/18/2002 | Regional Toll Calls (toll) | \$14.97 |
| 1/18/2002 | Regional Toll Calls (toll) | \$1.89 |

SUB-TOTAL OF CHARGES FROM 1/18/02 THROUGH 7/6/04 = \$490.73

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|--|----------------|
| 12/18/2001 | Regional Toll Calls (toll) | \$0.08 |
| | MCI toll charges (toll) | \$5.93 |
| 11/18/2001 | Regional Toll Calls (toll) | \$0.16 |
| | MCI toll charges (toll) | \$18.55 |
| 10/18/2001 | National Directory Assistance (basic) | \$0.95 |
| | Regional Toll Calls (toll) | \$5.41 |
| | MCI toll charges (toll) | \$11.85 |
| 9/18/2001 | Call Trace ⁷ (toll) | \$1.00 |
| | Regional Toll Calls (toll) | \$2.03 |

⁷ The rate for Call Trace was \$1.00 per call at the time.

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|--------------------------|---|----------------|
| 9/18/2001 (continued) | MCI toll charges (toll) | \$2.27 |
| 8/18/2001 | NONE | N/A |
| 7/18/2001 | Regional Toll Calls (toll) | \$0.28 |
| | Non-local Directory Assistance (toll) | \$0.30 |
| 6/18/2001 | Verify Line Busy Service ⁸ to check tel. no. 215-365-2142 (toll) | \$2.80 |
| | Regional Toll Calls (toll) | \$0.32 |
| 5/18/2001 | Local Directory Assistance ⁹ (basic) | \$2.50 |
| | Verify Interrupt Service to check tel. no. 215-924-3374 (toll) | \$2.00 |
| | AT&T toll charges (toll) | \$0.30 |
| 4/18/2001 | Local Directory Assistance (basic) | \$2.50 |
| | Regional Toll Calls (toll) | \$0.08 |
| | Non-local Directory Assistance (toll) | \$0.30 |
| 3/18/2001 | Local Directory Assistance (basic) | \$1.50 |

⁸ This is a service by which the operator could check if a specific telephone number was busy, and the rate was \$1.40 per call at the time.

⁹ These Local Directory Assistance charges were not included in a flat rate plan at this time, and the rate was \$0.50 per call.

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|---|----------------|
| 2/18/2001 | Local Directory Assistance (basic) | \$1.00 |
| | Regional Toll Calls (toll) | \$0.08 |
| 1/18/2001 | Local Directory Assistance (basic) | \$5.00 |
| | AT&T toll charges (toll) | \$0.30 |
| 12/18/2000 | NONE | N/A |
| 11/18/2000 | Local Directory Assistance (basic) | \$2.50 |
| | National Directory Assistance (basic) | \$0.95 |
| | Regional Toll Calls (toll) | \$0.26 |
| | AT&T toll calls (toll) | \$0.45 |
| 10/18/2000 | Local Directory Assistance (basic) | \$0.50 |
| | Regional Toll Calls (toll) | \$0.18 |
| | ILD Teleservices Charges for Call Connect Service (non-basic) | \$1.99 |
| 9/18/2000 | Local Directory Assistance (basic) | \$0.50 |
| | Regional Toll Calls (toll) | \$0.24 |
| | AT&T toll charges (toll) | \$8.97 |

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|--|----------------|
| 8/18/2000 | Local Directory Assistance (basic) | \$3.50 |
| | Regional Toll Calls (toll) | \$0.31 |
| 7/18/2000 | Local Directory Assistance (basic) | \$5.50 |
| | Regional Toll Calls (toll) | \$4.35 |
| 6/18/2000 | Local Directory Assistance (basic) | \$3.50 |
| | Regional Toll Calls (toll) | \$1.39 |
| | AT&T toll charges (toll) | \$0.30 |
| 5/18/2000 | Local Directory Assistance (basic) | \$1.50 |
| | Regional Toll Calls (toll) | \$0.19 |
| | AT&T toll charges (toll) | \$0.30 |
| 4/18/2000 | Local Directory Assistance (basic) | \$8.50 |
| | National Directory Assistance (basic) | \$0.95 |
| | Regional Toll Calls (toll) | \$0.48 |
| | Non-local Directory Assistance (toll) | \$0.30 |

| <u>Bill Date</u> | <u>Type of Charge (pot)</u> | <u>Charges</u> |
|------------------|---|----------------|
| 3/18/2000 | Local Directory Assistance | \$3.00 |
| | Regional Toll Calls (toll) | \$0.55 |
| | Out-of-State Directory Assistance ¹⁰ (toll) | \$0.60 |
| | AT&T toll charges (toll) | \$17.88 |
| 4/18/2000 | Local Directory Assistance (basic) | \$1.00 |
| | Regional Toll Calls (toll) | \$0.43 |
| 1/18/2000 | Local Directory Assistance (basic) | \$2.00 |
| | Regional Toll Calls (toll) | \$1.03 |
| | Non-local Directory Assistance (toll) | \$0.30 |

TOTAL OF CHARGES FROM 1/18/00 THROUGH 7/6/04 = \$632.62

¹⁰ The rate for Out-of-state Directory Assistance at this time was \$0.60 per call.