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June 2, 2017

Rosemary Chiavetta, Secretary
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg PA 17105-3265

Re: Petition of Communications Workers of America
for a Public, On-the-Record Commission
Investigation of the Safety, Adequacy, and
Reasonableness of Service Provided by Verizon
Pennsylvania LLC
Docket No. P-2015-2509336

Dear Secretary Chiavetta:

Enclosed for filing please find the Certificate of Satisfaction filed by Complainant, Communications Workers of America, showing that its Complaint in the above-captioned matter has been satisfied and requesting that this matter be closed. Attached to the Certificate of Satisfaction is a Settlement Agreement entered into by Verizon Pennsylvania LLC, Communications Workers of America, Office of Consumer Advocate, and Office of Small Business Advocate.

The document was filed electronically with the Commission on this date.

Sincerely,



Enclosure

cc: Per certificate of service

CERTIFICATE OF SERVICE

I hereby certify that I have caused to be served this day a true copy of the Certificate of Satisfaction upon the parties listed below by electronic mail and U.S. mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Bradley R. Gorter / Stephanie M. Wimer
Michael L. Swindler
Bureau of Investigation & Enforcement
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
bgorter@pa.gov, stwimer@pa.gov,
mswindler@pa.gov


Barrett Sheridan
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1923
bsheridan@paoca.org

Elizabeth Rose Triscari
Office of Small Business Advocate
300 North Second St., Suite 202
Harrisburg, PA 17101
etriscari@pa.gov

Suzan D. Paiva
Verizon
1717 Arch St., 3rd Floor
Philadelphia, PA 19103
Suzan.D.Paiva@verizon.com

Deanne O'Dell
Eckert Seamans Cherin & Mellott LLC
213 Market St., 8th Floor
Harrisburg, PA 17108-1248
dodell@eckertseamans.com

Dated: June 2, 2017



Scott J. Rubin
Counsel for
Communications Workers of America

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Communications Workers of :
America for a Public, On-the-Record :
Commission Investigation of the Safety, : Docket No. P-2015-2509336
Adequacy, and Reasonableness of :
Service Provided by Verizon :
Pennsylvania, LLC :

CERTIFICATE OF SATISFACTION AND
WITHDRAWAL OF FORMAL COMPLAINT

Pursuant to 52 Pa. Code § 5.24; and in accordance with the terms of the Settlement Agreement by and between Verizon Pennsylvania LLC (“Verizon PA”), the Communications Workers of America (“CWA”), the Pennsylvania Office of Consumer Advocate (“OCA”), and the Pennsylvania Office of Small Business Advocate (“OSBA”) (a copy of which is attached hereto); CWA, the Complainant in the above-captioned proceeding, hereby notifies the Pennsylvania Public Utility Commission and the Administrative Law Judge that the Formal Complaint has been satisfied. Complainant hereby withdraws the Formal Complaint and asks that this matter be marked closed.

CWA is authorized to state that Verizon PA, OCA, and OSBA consent to the termination of the case as evidenced by their entry into the Settlement Agreement and

that the Bureau of Investigation and Enforcement takes no position on the settlement and termination of the proceeding.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott J. Rubin". The signature is fluid and cursive, with the first name "Scott" and last name "Rubin" clearly distinguishable.

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e-mail: scott.j.rubin@gmail.com
(Pa. Supreme Court ID: 34536)

Counsel for Complainant

Dated: June 2, 2017

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 2nd day of June, 2017, by and between Verizon Pennsylvania LLC (“Verizon PA”), the Communications Workers of America (“CWA”), the Pennsylvania Office of Consumer Advocate (“OCA”), and the Pennsylvania Office of Small Business Advocate (“OSBA”) (together “the Parties”).

WHEREAS, on October 21, 2015, CWA filed with the Pennsylvania Public Utility Commission (“PUC”) a pleading titled *Petition of Communications Workers of America for a Public, On-the-Record Commission Investigation of Safety, Adequacy and Reasonableness of Service Provided by Verizon Pennsylvania LLC*, which was assigned Docket No. P-2015-2509336, and by Order entered April 21, 2016 the PUC deemed the proceeding commenced by this pleading to be a formal complaint by CWA against Verizon PA (the “CWA Complaint”); and

WHEREAS, on November 10, 2015, Verizon PA answered the CWA Complaint and, in this and other pleadings filed with the PUC at Docket No. P-2015-2509336, Verizon PA has disputed the claims and the need for the relief sought in the CWA Complaint; and

WHEREAS, the OCA intervened in the CWA Complaint on November 3, 2015, the OSBA intervened in the CWA Complaint on November 10, 2015, and the Commission’s Bureau of Investigation and Enforcement (“I&E”) intervened in the CWA Complaint on February 24, 2016; and

WHEREAS, the Parties have a mutual interest in ensuring that high-quality service is provided to Verizon PA’s telephone service customers; and

WHEREAS, the CWA is prepared to file a Certificate of Satisfaction marking the CWA Complaint closed, and the other Parties support the closing of the case, in exchange for Verizon PA’s fulfilling the obligations detailed in this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** Each of the “Whereas” clauses set forth above is incorporated into and constitutes a part of this Agreement.

2. **Termination.** Within three business days following execution of this Agreement by all parties, CWA will terminate the CWA Complaint by filing a Certificate of Satisfaction with the PUC. This Agreement will be filed with the PUC as an attachment to the CWA's Certificate of Satisfaction, but the Parties will not request PUC approval of the Agreement. The Certificate of Satisfaction will state that Verizon PA, OCA, and OSBA consent to the termination of the case as evidenced by their entry into this Agreement and that I&E takes no position on the settlement and termination of the proceeding. The Effective Date of this Agreement will be the date CWA files the Certificate of Satisfaction.
3. **Right to Withdraw.** This Agreement is expressly conditioned upon the CWA Complaint proceeding at Docket P-2015-2509336 being closed upon the filing of CWA's Certificate of Satisfaction. In the event the case is not marked closed, the Parties reserve the right to withdraw from this Agreement and any Party may declare the Agreement null and void.
4. **Term.** The Term of this Agreement will run from the Effective Date through December 31, 2020.
5. **Protection of Proprietary Information.** The Presiding Officer entered a Protective Order in the CWA Complaint docket on August 3, 2016 to govern the exchange and protection of information identified as confidential or proprietary (the "Protective Order"). The Parties intend proprietary or confidential information exchanged pursuant to this Agreement to be within the scope of the Protective Order. During the Term of this Agreement, each Party will continue to preserve and treat information identified as confidential or proprietary in accord with the Protective Order.
6. **Verizon PA Commitments.** Verizon PA will undertake the following commitments during the Term of this Agreement:
 - a. **Plant maintenance:** Verizon PA will undertake the following actions:
 - i. **Cable Replacements.** Within 60 days after the Effective Date of the Agreement, Verizon PA will conduct an engineering review of all cable replacement requests for 2015 and 2016 that have not already

been completed. The Parties acknowledge that they have exchanged and agreed to the list of 2015/2016 cable replacement jobs to be subject to this engineering review prior to executing this Agreement.

1. Verizon PA will determine which of these requests should be completed and will provide the results of this review to the Parties. The determination will be made based on objective criteria such as the number of customers served, the number or percentage of trouble reports tied to the cable within the past year and any other relevant factors. This data will be shared with the Parties.
 2. Verizon PA will complete all cable replacement projects it has identified for completion under this paragraph within 18 months after the Effective Date. Verizon PA will report its progress to the Parties at the end of each calendar quarter.
- ii. **Plant Pride Program.** Within 60 days after the Effective Date, Verizon PA will implement a “Plant Pride” program through which technicians can submit plant conditions needing additional maintenance through the National Operations Quality Inspection (NOQI) system. Under this program, Verizon PA will review the submissions to NOQI and perform plant rehabilitation or maintenance to address the reported conditions as deemed necessary by Verizon PA. Verizon PA will educate technicians on the availability of this system and keep them informed of the results through projects and communications at the garage level. Verizon PA will continue to conduct garage communications sessions and take additional measures to ensure technicians are aware of the NOQI system and the ability to report plant conditions through it. NOQI will be the primary mechanism for reporting and tracking activity for the Plant Pride program.

- iii. **Focus Wire Centers.** Verizon PA and the Parties will work together to select 30 focus wire centers based on trouble report rate and service performance. Verizon PA will complete a field survey in the focus wire centers to identify plant conditions in need of additional maintenance or rehabilitation. Verizon PA will undertake steps to remediate the identified field conditions, including repairing or replacing cable as warranted in the 30 focus wire centers. Verizon PA will report its progress to the Parties at the end of each calendar quarter. The timing will be as follows:
1. The Parties acknowledge that they have exchanged and agreed to the list of the first 15 wire centers prior to executing this Agreement (the Set 1 Focus Wire Centers). Within 90 days of the Effective Date, Verizon PA will complete a field survey in the Set 1 Focus Wire Centers to identify plant conditions in need of additional maintenance or rehabilitation. Verizon PA will share the survey results with the Parties. Verizon PA will complete the work in the Set 1 Focus Wire Centers within 18 months of the date the field surveys are complete for these offices.
 2. The other 15 focus wire centers will be identified by the end of the 13th month of the work period for the Set 1 Focus Wire Centers (the Set 2 Focus Wire Centers). This will allow the offices to be selected based on the most current information. The field surveys for the Set 2 Focus Wire Centers will be completed by the end of the 18th month of the work period for the Set 1 Focus Wire Centers. Verizon PA will share the survey results with the Parties. Verizon PA will complete the work in the Set 2 Focus Wire Centers no later than June 30, 2020. Verizon PA in its discretion may advance the identification, surveys and commencement of work on some or all of the Set 2 Focus Wire Centers based on early completion of any of the Set 1 Focus Wire Centers.

3. The focus wire centers will be selected from a list of the 50 offices with the highest trouble report rates. Verizon PA will provide the Parties on a proprietary basis with the current list of 50 offices prior to execution of the Agreement for purposes of identifying the Set 1 Focus Wire Centers. Prior to the end of the 13th month of the work period for the Set 1 Focus Wire Centers Verizon PA will inform the Parties on a proprietary basis if there is any change in the top 50, for purposes of selecting the Set 2 Focus Wire Centers. Verizon PA shall have no further obligation to identify the top 50 wire centers. If it is determined that Verizon PA is going to perform a cable replacement or replacements in the office under the terms of this agreement and that trouble related to that cable is a substantial driver of the high trouble rate in the office, then the office would be removed from consideration as a focus wire center. But if the troubles appear to derive from a source other than cable(s) that are being replaced the office would remain eligible for consideration.

- b. Reporting:** Verizon PA will report Verizon PA's repair time and Enhanced Verizon Resolution Center ("EVRC") call answer time to the Parties every quarter during the term of this agreement. These reports will be proprietary and confidential and will not be shared with any person or entity other than those permitted to view them under the terms of this Agreement. Any issues regarding the reporting results shall be discussed in the meetings described in paragraph number 7, below.
- c. Poles:** Within 36 months from the Effective Date, Verizon PA will perform the facility transfer and/or pole removal (as applicable) of 15,000 double pole conditions in its Pennsylvania territory. Once a total of 15,000 double pole conditions has been completed, the obligations of this provision will be considered met. The 15,000 double pole conditions will be addressed within 36 months of the Effective Date, with a target of

5,000 per year (recognizing that weather conditions, work planning, and other factors could affect the ability to perform some of this work immediately), with no fewer than 4,500 completed in the initial 12-month period, at least 9,500 completed after 24 months, and at least 15,000 completed within 36 months. Any double poles that Verizon PA determines to be unsafe will be removed promptly. The fact and location of a completed double pole condition facility transfer and/or pole removal shall be public information.

d. Remote Terminal Batteries: Verizon PA will undertake a project to review every Remote Terminal (“RT”) in Verizon PA and to prioritize them based on the type of service provided. RTs serving Emergency Services (such as Public Safety Answering Points or Police Departments) will be given top priority and battery inspection and (where found necessary) replacement for these RTs will be completed within 180 days of the Effective Date. The determination of whether or not to replace the battery will be made based on the test and inspection results during the maintenance review. This data will be shared with the Parties. For the remaining RTs, Verizon PA will undertake steps to schedule replacement of batteries as warranted.

- 7. Periodic Meetings:** Verizon PA will meet with the Parties semi-annually during the term of this Agreement. To the extent possible, Verizon PA will provide a progress update or executive summary which is not proprietary or confidential. Representatives from I&E and the Bureau of Consumer Services have the right to participate in the meetings and receive on a proprietary basis copies of any reports and other documents associated with or distributed during the meetings. Any reports or other documents that Verizon PA marks “Proprietary” will be kept confidential and will not be shared with any entity or person other than those permitted to view them under the terms of this Agreement. Any disagreement over the “Proprietary” designation of any documents or information shall be discussed at the Periodic Meetings and if agreement is not reached the Parties may follow the procedure set forth in paragraphs 10 and 11 of the Protective Order.
- 8. Dispute Resolution and Reserved Rights:** The terms of this Agreement will be enforceable by the PUC. The Parties agree to discuss during the Periodic Meetings any

concerns regarding Verizon PA's compliance with the terms of this Agreement. The Parties will negotiate any disputes over performance related to the commitments in this Agreement in good faith for at least 90 days before seeking PUC enforcement. The following will apply:

- a. During the term of the Agreement, any issues CWA may have with the quality of service of Verizon PA or its affiliates in Pennsylvania will be addressed directly with Verizon PA. Verizon PA and CWA agree to negotiate in good faith to address any such issues. As long as Verizon PA is in compliance with its obligations under this Agreement, CWA agrees not to institute any complaint, petition or other formal proceeding against Verizon PA or its affiliates relating to service quality in Pennsylvania during the term of the Agreement.
 - b. OCA and OSBA retain their right to petition the PUC for an on-the-record investigation or file a complaint in response to Verizon PA conduct and reports not covered or measured by this Agreement including service quality standards imposed by statute, regulation, PUC order, and/or Verizon PA's Chapter 30 Plan. During the term of this Agreement, OCA and OSBA agree to raise any such issues with Verizon PA in the first instance and to negotiate in good faith for at least 90 days in an effort to resolve the issue prior to instituting any such action. The OCA and OSBA further retain their right to assist, advise and advocate in individual and community complaints, whether informal or formal.
 - c. Nothing contained herein is intended to limit the authority of the PUC, the Bureau of Consumer Services, or other Bureaus of the Commission from performing their duties and making recommendations, including recommendations regarding civil penalties, for failure by Verizon PA to perform in any of the areas contained in this Agreement.
 - d. Nothing contained herein precludes any Party from enforcing the provisions of this Agreement.
- 9. No Admission.** Nothing in this Agreement shall constitute, or be considered as, an admission of liability or wrongdoing by Verizon PA, or any agreement by Verizon PA, any of its affiliates, or any other Party, as to the validity of any of the positions advanced by the other Parties in connection with or relating to the CWA Complaint. This

Agreement may not be used by any Party in any way against Verizon PA or any of its affiliates in any legal, equitable, or administrative action or arbitration except in an action to enforce this Agreement.

- 10. Costs and Expenses.** The Parties understand and agree that each will bear, and be responsible for the payment of, its costs and expenses incurred in connection with the negotiation, preparation, execution, and implementation of this Agreement.
- 11. Entire Agreement.** This Agreement represents the entire agreement between the Parties relating to the subject matter hereof and supersedes any other oral or written agreements and understandings relating thereto.
- 12. Amendments and Waivers.** No modification, amendment or waiver of any of the terms or provisions of this Agreement shall bind any Party unless such modification, amendment or waiver is in writing and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced.
- 13. Notices.** All notices, requests or other communications in connection with or relating to this Agreement must be in writing and sent by a reputable overnight service, with a copy delivered via electronic mail. A notice shall be deemed to have been delivered on the date that it was sent. A Party may, by written notice, designate a different address for notices, requests or other communications or different or additional persons to be notified or to receive requests or other communications. Notices shall be sent to the following:

To Verizon PA: Philip J. Wood, Jr., Verizon, 417 Walnut St., 1st Floor, Harrisburg, PA 17101 (Philip.j.wood.jr@one.verizon.com), with a copy to: Suzan D. Paiva, 1717 Arch St., 3rd Floor, Philadelphia, PA 19103 (suzan.d.paiva@verizon.com).

To CWA: Edward Mooney, Vice-President, CWA District 2-13, 230 S. Broad Street Floor 19, Philadelphia, PA 19102 (emooney@cwa-union.org); with a copy to: Scott J. Rubin, 333 Oak Lane, Bloomsburg, PA 17815 (scott.j.rubin@gmail.com).

To OCA: Tanya J. McCloskey, Acting Consumer Advocate, 555 Walnut St., Forum Place, 5th Fl., Harrisburg, PA, 17101-1923 (telco@paoca.org) with a copy to Barrett C. Sheridan, Assistant Consumer Advocate (bsheridan@paoca.org).

To OSBA: Elizabeth Rose Triscari, Office of Small Business Advocate, 300 N. 2nd Street, Suite 202, Harrisburg, PA 17101 (etriscari@pa.gov).

- 14. Choice of Law.** This Agreement shall be construed according to and governed by the substantive laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws principles to the extent such principles would lead to application of a substantive law other than the law of the Commonwealth of Pennsylvania.
- 15. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- 16. Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 17. No Third-Party Beneficiaries.** Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between Verizon PA and any person or entity.
- 18. Joint Work Product.** The Parties acknowledge that this Agreement is the joint work product of the Parties, that, for convenience, this Agreement has been drafted in final form by Verizon PA and that, accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against any Party on the basis of authorship of this Agreement.
- 19. Captions.** The Parties acknowledge that the captions in this Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any provision of this Agreement.
- 20. Authorization to Execute.** Each Party expressly warrants that it has full authority to execute this Agreement and has obtained all approvals and consents, if necessary to take said action.

IN WITNESS WHEREOF, the Parties by their authorized representatives have hereunto set their hands and seals, intending to be legally bound hereby.

COMMUNICATIONS WORKERS OF AMERICA

VERIZON PENNSYLVANIA LLC

By: 

By: _____

Name: Edward F. Mooney

Name: _____

Title: INTERNATIONAL V.P.
DISTRICT 2-13

Title: _____

OFFICE OF CONSUMER ADVOCATE

OFFICE OF SMALL BUSINESS ADVOCATE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

IN WITNESS WHEREOF, the Parties by their authorized representatives have
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COMMUNICATIONS WORKERS OF
AMERICA

By: _____

Name: _____

Title: _____

VERIZON PENNSYLVANIA LLC

By:  _____

Name: Kevin M. Soruice

Title: SVP - NETWORK OPERATIONS

OFFICE OF CONSUMER ADVOCATE

By: _____

Name: _____

Title: _____

OFFICE OF SMALL BUSINESS ADVOCATE

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties by their authorized representatives have hereunto set their hands and seals, intending to be legally bound hereby.

COMMUNICATIONS WORKERS OF AMERICA

VERIZON PENNSYLVANIA LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OFFICE OF CONSUMER ADVOCATE

OFFICE OF SMALL BUSINESS ADVOCATE

By: Barrett Sheridan

By: _____

Name: Barrett C. Sheridan

Name: _____

Title: Assistant Consumer Advocate

Title: _____

IN WITNESS WHEREOF, the Parties by their authorized representatives have hereunto set their hands and seals, intending to be legally bound hereby.

COMMUNICATIONS WORKERS OF AMERICA

VERIZON PENNSYLVANIA LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OFFICE OF CONSUMER ADVOCATE

OFFICE OF SMALL BUSINESS ADVOCATE

By: _____

By: Elizabeth Rose Triscari

Name: _____

Name: Elizabeth Rose Triscari

Title: _____

Title: Deputy Small Business Advocate