

OPATUS CHIAILLA

April 12, 2019

Rosemary Chiavetta, Secretary
Commonwealth Keystone Building
400 North Street - Filing Room 2 - North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Optatus Chaila v. Verizon Pennsylvania LLC -
Docket No. C-2019-3008691; COMPLAINANT REBUTTAL AND NEW EVIDENCE

Dear Secretary Chiavetta:

Enclosed please find Complainant's Rebuttal and New Evidence against Verizon Pennsylvania, LLC's Answer filed electronically today and using First Class Mail on respondent.

Mediation is not requested or required, instead an Order to Show Cause is requested by Complainant.

Best regards,
Optatus Chaila
Optatus Chaila, Ph.D.
ENC. REBUTTAL
C. Cynthia Lehman, Mediator

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

OPTATUS CHAILLA,

Complainant

Docket No. C-2019-3008691

v.

Verizon Pennsylvania, LLC,

Respondent.

**REBUTTAL TO ANSWER & ADDITIONAL EVIDENCE OF
VERIZON PENNSYLVANIA, LLC
BY OPTATUS CHAILLA**

Optatus Chaila, Complainant herein Rebutts Answer of Verizon PA and provides this Commission with additional evidence to support initial and ongoing complaint against Respondent.

Respondent's Answer of April 8, 2019, Item 4, it

“DENIED as stated. Complaint submits the formal complaint stating that he experienced telephone service issues of static and no dial tone on March 10, 2019. Complaint states that the Stroudsburg Police arrived stating the address made a 911 call and that the line was disconnected and upon investigation found scratchy static on the line.

Contrary to Verizon's Counsel statements, the Strouds Area Regional Police Department did visit our home on Sunday, March 10, 2019, at about 11:00 a.m., they did prepare the below three reports available at that office for review:

- (a) 2019-005242 Officer Eilenberger visited 25 Garden Street report
- (b) 2019-005233 Dispatch Officer Cheeka received disconnect 911 call allegedly from 25 Garden Street report and
- (c) 2019-005316 Officer Eilenberger was informed that Verizon was contacted to repair line on March 11, 2019 by my wife.

All three reports are available at the Stroud Area Regional Police Department located at 100 Day Street, East Stroudsburg, PA 18301.

An illustration of the degraded service on March 10, 2019, is as follows:

10:15 - 10:28 a. m., no access to DSL Internet, 'could not find server.' DSL flashed red on Verizon router
10:38 - 10:46 a. m. No access to DSL Internet, "could not find server," DSL flashed red on Verizon router
10:54 - 11:00 a.m., no access to DSL Internet, "could not find server," DSL flashed red on Verizon router.

After waiting 45-minutes for the router to recover, it was shut off.

Officer Eilenberger arrived at our home at approximately 11:00 a.m.. He discussed the reason for his visit was a dropped 911 call from the landline 570 424-5386 at this physical address. My wife and he listened to the dial tone and she showed him her recorded written disruptions had with accessing DSL experienced that morning during his visit. She picked up the phone, listened to the dial tone. She heard a scratchy sound,

She then allowed Officer Eilenberger to listen. They both heard static and scratchy sounds from the landline phone.

March 20, 2019, through to the best of my knowledge and belief, the landline phone serviced by Verizon has not rung since that date till today.

Periodically, the landline phone number is called from an alternate cell phone. There is no ringing from that phone to indicate it works as intended to receive phone calls.

Attempts to call out using the same landline phone does not work as intended. These events occurred beginning March 20, 2019, it continues to date.

Respondent alleges ***Randy from Executive Relations*** called April 1, 4 & 5.

Respondent is incorrect. Randy from Executive Relations called the alternate cell phone number on April 1 and April 5th, he left voice mail messages on that cellular phone. If he called the landline, on April 4, 2019, that phone does not ring and has not since March 20, 2019.

Respondent was contacted by email March 8 and 22, 2019, [Exh. 1] at that time Verizon was requested to respond in writing and to breakdown the March bill.

Respondents on April 8, 2019, sent a bill. [Exh. 2] Again, Verizon failed to breakdown the bill and it did not deduction the \$75.00 payment made April 3, 2019; it acknowledged via text to my wife's cell phone and emailed to me written receipt on April 11, 2019, for \$28.00, not for \$75.00.

My wife called Randy from Executive Relations on April 9, 2019. She left a voice mail message, He returned her phone call the same day. He stated,

“a repair technician was Ordered to repair the line on March 22, 2019; the technician arrived March 26, 2019, and stated the line was repaired. He continued since no one was home, he could not test the line inside the home. He then stated if there are any other problems, please call him at 276 768 6117.”

What has been received from Verizon since the DSL was installed Feb. 22, 2019, is degraded DSL, intermittent to non-existent telephone service or both. We cannot remain home repeatedly for the repair of the same single phone line as has been nearly weekly since Feb. 22, 2019; to date we were available 3/10, 3/12 and now a third request made by Randy on 4/9/2019 in his voice mail message.

RESOLUTION REQUESTED

Discussing problems with Verizon personnel, we find oral statements are not reduced to writing as agreed. Spoken words are not words understood to mean what they are intended. Meeting of the minds to agree on communication service contract is not possible orally with Verizon. As a result, we requested that all matters be put in writing for the benefit of all parties. The ongoing problem since the installation of the DSL Internet are as follows and what we seek to have resolved with the aid and assistance of this Commission:

(a) Before service was installed, we agreed to the purchase of a Protection Plan for Inside - Outside Wiring and Equipment Protection at a cost \$15.00/month.

(b) *After we Ordered* DSL service, we noticed a phone jack was not in the living room where our electronic equipment is located. In reliance on the purchased Protection Plan as described, we ordered a phone jack for installation in the living room. Verizon Technician stated it was a separate cost of \$115.00 + tax. That jack was not included in the Protection Plan despite it covered inside - outside wiring according Verizon Associates at the time of the Order was restated by us to the Technical personnel of Verizon.

Mid-order processing, the terms changed, Verizon technical services stated the jack was separate from the Protection Plan purchased.

To us that made no sense given the oral discussion had with the Associate at the time of Ordering, it was covered. However, we were told there would be a separate bill for installing the jack because a technician - Glen - had to come to the home to install the jack.

Upon permission of Housing, Glen and the resident housing personnel worked on the installation of the jack that completed INSIDE-wiring within the unit, Glen drilled hole to reach the wire-OUTSIDE to the Verizon gray box affixed to the outside of the building.

There is no reason for mediation. What is needed is Verizon's Associates for New Business and Technical Services need to speak from the same rule book. Mediation would waste invaluable time and attention of an Administrative Law Judge as requested

by Verizon's counsel. Rather than mediate after multiple requests for Verizon to breakdown the bill, which has not occurred. It is requested by Complaint that:

- (a) Credit for outage of telephone services between the date of the Complaint to March 10 - 12, 2019, - 3 days and from March 20, 2019, to current day April 12, 2019, 3-weeks and 2 days as of the date of this Rebuttal for no continuous or intermittent degraded DSL access,
- (b) Coverage for the installation of a jack for \$115.00 + tax using the Protection Plan purchased by Complainant due to Verizon's explanation of its coverage at the time of Order,
- (c) Continuous reliable telephone and DSL service that includes an operating telephone and continuous DSL Internet services purchased,
- (d) Verizon confirms that it was paid \$75.00 on April 3, 2019, not \$28.00 as it texted to confirm payment on Thursday April 11, 2019, and
- (e) Monthly bill of \$75.00 for telephone and DSL service as agreed upon Ordering.

SURVEILLANCE UNAUTHORIZED - "VERIZONDRIVE"

An inescapable problem is the 'verizondrive' that shows on our electronic DSL connection, its image was attached to the initial complaint. Is Verizon performing invasion of our privacy by surveilling what is searched and webpages are reviewed?

It is requested that Verizon answer whether it is performing surveillance? What information is it capturing? What is the use of that information? Finally, with whom does it share that information with and why?

WHEREFORE, Complaint requests that this matter not be mediated.

In the alternative, it requested that Verizon be Ordered to Show Cause Why installation of the Jack should not be covered by the Protection Plan it introduced to Complainant at the

time of the DSL Order? Why credit should not be provided for nearly a month of degraded service outages for the period mentioned above, i. e., March 10 thru 12; March 20 thru April 12, 2019, for both telephone and DSL service? Why Verizon did not acknowledge the April 3, 2019, \$75.00 payment in its April 8, 2019, bill? Why has Verizon failed to disclose a complete breakdown for the April 2019 bill it sent April 8, 2019, that Complainant as he has repeatedly requested? Why is Verizon surveillancing our DSL service?

Can the “Verizondrive” be removed, if so, remove it immediately.

Further it is requested that Verizon agree to charge a monthly billing for telephone and DSL service as stated it would be \$75.00 monthly at time of order.

Over the next 30-days, if service degrades, - telephone and DSL, Complainant will disconnect all Verizon services without further notice.

We affirm that the forgoing statements made herein are true to the best of our knowledge and belief. We are aware that if any of the forgoing statements made herein are false, we will be subject to punishment.

Dated: April 12, 2019

Respectfully submitted

Optatus Chailla, Ph.D.

Optatus Chailla
25 Garden Street
Stroudsburg, PA 18360

Florence R. Chailla, J.D.

Florence R. Chailla

25 Garden Street
Stroudsburg, PA 18360

PROOF OF SERVICE

Today, we affirm that by first class mail, to counsel of record:

Suzan DeBursk, Paiva, I. D. No 53853, Verizon 900 Race St., 6th Floor, Phil. PA 19107
Phone 267 768-6182, she was provided with this Rebuttal and additional evidence to
support the initial Pennsylvania Public Utilities Commission formal complaint filed in
this matter.

Dated: April 11, 2019

Respectfully submitted,

Optatus Chailla, Ph.D.

Optatus Chailla
25 Garden Street
Stroudsburg, PA 18360

Florence R. Chailla, J.D.

Florence R. Chailla
25 Garden Street
Stroudsburg, PA 18360

EXH. 1

From: Dr. Optatus Chaila <dr.chaila@yahoo.com>
To: Verizon Communications Inc. <verizon-notification@verizon.com>
Sent: Friday, March 22, 2019, 5:06:17 PM EDT
Subject: A Disputed Bill

Please, take note of the attachment, which you will also have received in due course. With this notification, we are expecting a stay of any action on the service until and unless this dispute is settled. Thank you for your cooperation.

Regards,
Dr. Chaila

[Dr. Optatus Chaila <dr.chaila@yahoo.com>](mailto:dr.chaila@yahoo.com)

To

[Verizon Notification](#)

Mar 8 at 9:33 AM

BECAUSE WE NEVER AGREED TO THIS AMOUNT, I NEED A BREAKDOWN OF THE COST OF EACH ELEMENT THAT BRINGS THE TOTAL TO \$ 314.65 (three hundred and sixty five dollars). I NEED IT TO DECIDE WHETHER TO CANCEL YOUR SERVICE. THANK YOU.

Dr. Chaila

Verzion 03212019 notification

.pdf
44.2kB

Attachment

On March 15, 2019, a letter was sent to the Pennsylvania Public Utilities Commission about the March 22, 2019, bill; where I requested an explanation for the bill. The PUC received our letter- complaint on Wednesday, March 20, 2019 as shown by the USPS.Com confirmation below. Your return email to me, in response to my inquiry about your bill, I was referred back to the bill. However, it did not justify the \$114.00 increased cost over that discussed with your Associate to purchase services associated with DSL service. Additionally, from Sunday March 10, 2019, till the following Tuesday, March 12, 2019 there was virtually no DSL due to the frequent interruptions in service warranting a credit.

SOURCE: <https://tools.usps.com/go/TrackConfirmAction?tLabels=70172400000101813423>

Tracking Number: 70172400000101813423

Expected Delivery on
WEDNESDAY
20

by

8:00pm
MARCH
2019

Status

Delivered

March 20, 2019 at 7:58 am

Delivered

HARRISBURG, PA 17106

Get Updates

Delivered

Text & Email Updates

Tracking History

March 20, 2019, 7:58 am Delivered

HARRISBURG, PA 17106

Your item was delivered at 7:58 am on March 20, 2019 in HARRISBURG, PA 17106.

March 20, 2019, 7:13 am Available for Pickup HARRISBURG, PA 17107

March 20, 2019, 3:54 am Arrived at Unit HARRISBURG, PA 17107

March 19, 2019

In Transit to Next Facility

March 16, 2019, 10:05 am

Arrived at USPS Regional Facility HARRISBURG PA DISTRIBUTION CENTER

March 16, 2019, 4:12 am

Departed USPS Regional Facility

LEHIGH VALLEY PA DISTRIBUTION CENTER

March 15, 2019, 8:45 pm

Arrived at USPS Regional Facility

LEHIGH VALLEY PA DISTRIBUTION CENTER

March 15, 2019, 3:27 pm USPS in possession of item STROUDSBURG, PA 18360

Product Information.

EXH. 2

Dr. Optatus Chaila <dr.chaila@yahoo.com>
Apr 8 at 12:54 PM

On Saturday, April 6, 2019 5:12 PM, Verizon Notification <verizon-notification@verizon.com> wrote:

Your bill is available. Click [here](#) to make a payment, or view and pay your bill on the [My Fios app](#) or at [My Verizon](#).

Bill summary for account ending in:
087-0001

Past due charges: \$285.65 due now

Current charges: \$88.56 due April 29, 2019

Total charges:\$374.21

*Balance doesn't include payments received after April 03, 2019.

Like direct debit billing? [Auto Pay](#) is a fast, free and super-easy way to manage your monthly payments.

Thanks for choosing Verizon.

Remember to make your payment at least 3 to 4 business days before your payment is due to allow time for processing and to avoid late payment charges