

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

OPTATUS CHAILLA

Complainant,

V.

DOCKET # C-2019-3008691

VERIZON PENNSYLVANIA LLC

Respondent.

**MOTION FOR RECONSIDERATION
OF INTERIM ORDER BASED ON NEW EVIDENCE**

**I. MEDIATION ORDER OF APRIL 10, 2019, DOES NOT
BENEFIT COMPLAINANT OR THE PUBLIC'S INTEREST**

Complainant understands that the Pennsylvania Public Utilities Commission Interim Order [Exhibit 1 - Interim Order] - for Mediation is a flexible program designed to informally help parties resolve disputes. Parties agree to work together toward a final resolution, considering how any solution must address the interests of all parties; Complainant also understands that the mediator is a neutral person who does not represent the parties, advise them, evaluate the case, or make a

decision. Instead, the mediator assists the parties in reaching their own mutually acceptable agreement. This means that the parties themselves control the outcome, as opposed to having the outcome determined by an adjudicator with the desired intent to reach a settlement¹, such as an Administrative Law Judge (ALJ) or the Commission. Mediation is voluntary and parties must consent to mediation. The Office of Administrative Law Judge (OALJ) manages the mediation program.

What are major issue for Complainant that makes mediation a means to avoid underlying problems experienced previously with Verizon Pennsylvania, LLC are:

- (1) There is no public record of a mediation session (no court reporter is present) and discussions are confidential, unless otherwise provided for by law, regulation or rule.
- (2) Mediation is not binding (except for any agreement reached by the parties) and a party may withdraw from mediation at any time;
- (3) Good Faith on the part of Verizon Pennsylvania, LLC is lacking; given multiple bill Cramming it has carried out and
- (4) Complainant, my wife and other seniors have not been dealt with civilly by Verizon Pennsylvania, LLC.

¹ § 69.401. General. In the Commission's judgment, the results achieved from a negotiated settlement or stipulation, or both, in which the interested parties have had an opportunity to participate are often preferable to those achieved at the conclusion of a fully litigated proceeding. It is also the Commission's judgment that the public interest will benefit by the adoption of §§ 69.402—69.406 and this section which establish guidelines and procedures designed to encourage full and partial settlements as well as stipulations in major section 1308(d) general rate increase cases. A partial settlement is a comprehensive resolution of all issues in which less than all interested parties have joined. A stipulation is a resolution of less than all issues in which all or less than all interested parties have joined. **Source** - The provisions of this § 69.401 adopted September 2, 1994, effective February 1, 1995, 24 Pa.B. 4485.

In Complainant's and the public's interest this matter requires there be a public record, bound by a judicial decision to accord good faith of all the parties and all are treated with civility.

A. STANDARD FOR RECONSIDERATION

The standards for granting a petition for granting a reconsideration in

Duick v. Pennsylvania Gas and Water Company, 56 Pa. P.U.C. 553 (1982) (*Duick*):

A petition for reconsideration, under the provisions of 66 Pa. C.S. § 703(g), may properly raise any matters designed to convince the commission that it should exercise its discretion under this code section to rescind or amend a prior order in whole or in part. In this regard we agree with the court in the Pennsylvania Railroad Company case, wherein it was stated that “[p]arties . . . , cannot be permitted by a second motion to review and reconsider, to raise the same questions which were specifically decided against them” What we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked by the commission. *Duick*, 56 Pa. P.U.C. at 559 (quoting *Pennsylvania Railroad Co. v. Pennsylvania Public Service Commission*, 179 A. 850, 854 (Pa. Super. 1935)).

II. VERIZON PENNSYLVANIA, LLC CRAMMED COMPLAINANT'S MARCH AND APRIL 2019 BILLS

Federal Communications Commission, (FCC) identifies Cramming as an act of placing unauthorized charges on wireline, wireless, or bundled services telephone bill. A fuller definition of cramming from the FCC is defined as:

Cramming² is the practice of placing unauthorized, misleading or deceptive charges on a consumer's telephone bill. Crammers rely on confusing telephone bills in an attempt to trick consumers into paying for services they did not authorize or receive, or that cost more than the consumer was led to believe. Cramming can also occur if a local or long distance company, or another type of service provider, does not clearly or accurately describe all of the relevant charges when marketing a service.

The FCC has estimated that cramming has harmed tens of millions of American households.

Deception is the hallmark of cramming. Crammers often rely on confusing telephone bills to trick consumers into paying for services they did not authorize or receive, or that cost more than the consumer was led to believe. Cramming comes in many forms.

A. PAPUC Factors and Standards for Evaluating Litigated and settled Proceedings

§ 69.1201. Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy, provides:

(a) The Commission will consider specific factors and standards in evaluating litigated and settled cases involving violations of 66 Pa.C.S. (relating to Public Utility Code) and this title. These factors and standards will be utilized by the Commission in determining if a fine for violating a Commission order, regulation or statute is appropriate, as well as if a

² <https://www.fcc.gov/general/cramming-0>

proposed settlement for a violation is reasonable and approval of the settlement agreement is in the public interest.

(b) Many of the same factors and standards may be considered in the evaluation of both litigated and settled cases. When applied in settled cases, these factors and standards will not be applied in as strict a fashion as in a litigated proceeding. The parties in settled cases will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest. The parties to a settlement should include in the settlement agreement a statement in support of settlement explaining how and why the settlement is in the public interest. The statement may be filed jointly by the parties or separately by each individual party.

(c) The factors and standards that will be considered by the Commission include the following in pertinent part:

(1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as *willful fraud or misrepresentation*, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

- (5) The number of customers affected and the duration of the violation.
- (6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.
- (7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.
- (8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.
- (9) Past Commission decisions in similar situations.
- (10) Other relevant factors.

B. Rights to Broadband within 10-days of Request and continued to be Violated for a continuous 60-day period

In Chapter 30 of the Public Utility Code at 66 Pa. C.S. §§ 3011-3019, under state law, Pennsylvania consumers have the right to request and receive broadband access service to the Internet from their incumbent local exchange carrier (ILEC), the established local telephone company. These companies include Verizon Pennsylvania. Pennsylvania state law requires that the ILECs must make such broadband access service available and provide it within ten (10) business days from the date the consumer requests such service. 66 Pa. C.S. § 3014(b)(5). The ILECs may make the requested broadband access service available using any technology. Such technologies can include wireline-based network facilities and

service (e.g., digital subscriber line, or DSL, and fiber optic based service), wireless service and products, and satellite service. 66 Pa. C.S. § 3014(n)(1).

Broadband service must meet PA's speed requirements: 1.544 megabits per second download 0.128 megabits per second upload.

Optatus Chaila, Complainant has attempted to resolve the problems had with Verizon Pennsylvania LLC beginning with installation of the DSL service on February 22, 2019. The first bill was requested to be broken down to understand an extra \$115.00 plus taxes costs began on March 8, via email; access to the DSL and telephone land line was degraded beginning March 12; a subsequent request to breakdown the bill again was on March 22, via email and April 17, 2019, with the filed follow up evidence of degraded-intermittent to no service resulting in a third submission to the PA Commission and no answer was provided by Verizon.

February 22, 2019 till today – April 22, 2019, the Verizon Pennsylvania, LLC has not provided the statutory required Broadband service. More than 10-days has past since February 22, 2019, that period ended March 5, 2019.

Degraded-intermittent access on broadband was complained to Verizon, its technician arrived March 12, 2019, to repair DSL and the landline telephone services. DSL continued to be degraded and nearly non-existent till April 22, 2019 between March 12 through April 22, 2019.

As of today, still no landline telephone service works as intended to receive and make phone calls. The landline phone has no dial tone. No calls can be made from the landline phone. No calls can be received to that call since no ring is heard. It was learned that calling the landline from an alternative phone, all calls are directed immediately to a voice mail system. Complainant did not order or authorize a voice mail system. More, Verizon Pennsylvania, LLC bundled the DSL purchase, it was not adequately explained to fully understand its inclusion.

C. Complainant attempted to Mediate in 2015 & 2019 with Verizon

Optatus Chailla, Complainant has attempted to resolve the problems had with Verizon Pennsylvania LLC beginning with installation of the DSL service on February 22, 2019; the first bill was requested to be broken down to understand the extra \$115.00 plus taxes costs began on March 8, via email; access to the DSL and telephone landline was degraded beginning March 12; a subsequent request to breakdown the bill again was requested on March 22, via email and April 17, 2019. Evidence of degraded-intermittent to no service resulted in Complainant's third submission to the PAPUC.

In short, good faith³ or a working level of professionalism⁴ is ***not*** anticipated via mediation when it comes to dealing with Verizon Pennsylvania LLC given a prior experience to mediate during 2015. Those oral agreements were broken. As a result; another attempt to mediate seems futile.

³ Good Faith Factors for Mediation Sessions - In the mediation process, the parties must act in good faith. Good faith includes, among other things:

- Giving the participants, prior to the first session, all the information they need to know in order to resolve the case. (The Commission believes "that formal discovery procedures are not appropriate in the informal process." Pa. Bul., Vol. 25, No. 20, May 20, 1995, p. 1996. Therefore, discoverable information should be discovered informally.)
- Being fully prepared with full knowledge of the case and with possible solutions for resolving the case.
- Being willing to create options to resolve a matter, considering how the solution must address the interests of all the parties, as opposed to taking an unyielding position.
- Having the person with the authority to approve the terms for resolution attend the mediation session, or, at least, be available to confer with the party's representative during the mediation regarding approval of terms.
- Demonstrating a willingness to listen and to understand the perspectives of the other parties.
- Being willing to spend the entire day, if necessary, at the session.

⁴ Working Rules for Professionalism - Provided by the Pennsylvania Bar Association:

The practice of law is a professional genuine calling inspired with service to the system of justice, not a common business enterprise. The quality of the profession is only as worthy as the character of the people who practice it. Self-esteem, shared respect for each other, the clients we serve, the judges and the officers with whom we work, are essential to it. Civility is a virtue, not a shortcoming. Willingness to temper zeal with respect for society's interest in preserving responsible judicial process with help to preserve it. Unwritten rules of professional courtesy have long sustained us. Since they are sometimes forgotten, or sometimes ignored, we should set them down again and conscientiously observe them.

- Treat with civility the lawyers, clients, opposing parties, the Court, and all the officials with whom we work. Professional courtesy is compatible with vigorous advocacy and zealous representation.
- Communications are lifelines. Keep the lines open. Telephone calls and correspondence are a two-way channel: respond to them promptly.
- Respect other lawyers' schedules as your own. Seek agreement on meetings, depositions, hearings and trial dates. A reasonable request for a scheduling accommodation should never be unreasonably refused.
- Be punctual in appointments, communications and in honoring scheduled appearances. Neglect and tardiness are demeaning to others and to the judicial system.
- Procedural rules are necessary to judicial order and decorum. Be mindful that pleadings, discovery processes and motions cost time and money. They should not be heedlessly used. If an adversary is entitled to something, provide it without unnecessary formalities.
- Grant extensions of time when they are reasonable and when they will not have a material, adverse effect on your client's interest.
- Resolve differences through negotiation, expeditiously and without needless expense.
- Enjoy what you are doing and the company you keep. You and the world will be better for it.

Beyond all this, the respect of our peers and the society which we serve is the ultimate. measure of responsible professional conduct.

III. This is not the 1st Mediation with Verizon, the 1st was during 2015; Verizon failed to keep its oral promise. This Time, a Public Record is Requested for the Public's Interest because Verizon dishonored nearly all that was agreed upon by the parties. A legal basis is Warranted to Hold Verizon to Commitments Made Legally

Prior mediation efforts with Verizon are shown in Exhibit 5, below.

Shown are the past experiences with Verizon Pennsylvania LLC. We have been here in 2015.

Between 2015 and 2019 at the change of services, Verizon Pennsylvania, LLC returns to its former tactics of charging for services not ordered, authorized or approved. The normal meaning of words is not the language of Verizon sales, technical and legal word meaning to its personnel. In other words, to enter a contract, there must be a meeting of the minds. First, there has to be a mind to meet. Since Complainant and his wife are not incompetent then among the parties there is something that was clearly not understood adequately to enter a contract based on verbal language and the plain meaning of the words. Not meaning or attempting to insult or humiliate anyone these sentiments are not just that of Complainant and his wife; but of many others who have dealt with Verizon Pennsylvania, LLC.

As parties, we agreed to enter into a mediated billing arrange for \$27.00/ month. We received the bill. It was much more than agreed upon. It initiated the Formal Complaint in 2015. The results of the Formal Complaint is shown on Exhibit 5, pages 28 -29.

As trends, tradition and time passes, so to do the opportunities to work from home through the Internet. Seniors are taking advantage of that trend particularly in the Pocono Mountain Region. Working from home allows productive work to be done to earn an income, be connected with family friends and for business purposes.

To succeed at working from home uninterrupted access is required from the Internet source provider - Verizon Pennsylvania, LLC.

A. DSL Is Required for Work and Legal Matters

My wife, a senior, she must have continuous access to the Internet to conduct her District Court work with the court's electronic system. Because she does not have unlimited access to the Court's system, once she sees legal dockets sent electronically, she must open it. If after opening it the first time an interruption occurs, she cannot open it again without added expense and delay. The only way she has to get a copy is to travel from out home in

Stroudsburg, PA to Scranton, PA courts to request a paper copy or pay for each page through a secondary service. With DSL access all that can be avoided. For the entire month of March and beyond, she has not had the required continuous access to the Internet provided by Verizon Pennsylvania, LLC. As a result, she has had to request paper copies be sent to her email as an alternative to traveling to Scranton, PA. Exhibit 2 - District Court of Pennsylvania 4/16/2019 Request for emailing of several docket filled due to degraded broadband service from Verizon Pennsylvania, LLC illustrated in this case as filed with the Pennsylvania Public Utilities Commission earlier.

Without the filed documents, she cannot respond timely. She needs to respond and the ability to receive and open all legal documents sent by and from the court and documents from adversaries and to send responses adversaries.

This would be the second mediation with Verizon Pennsylvania, LLC. Complainant had a long ongoing problem with telephone access during 2014 - 2015 that was mediated.

Regardless prior mediation and informal settlement with Verizon Pennsylvania, LLC, there were periodic when unexplained charges, billing

and service interruptions occurred. In other words, our that first Mediation entered into with Verizon Pennsylvania. LLC, it failed to keep its agreed upon word and service.

B. As Pennsylvania Citizens, We have A Right To Services - that works

Pennsylvania makes Internet access a right, the Federal Communications Commission via the *Universal Service Program for High-Cost Areas* - asserts that The federal universal service high-cost program (also known as the Connect America Fund) is designed to ensure that consumers in rural, insular, and high-cost areas have access to modern communications networks capable of providing voice and broadband service, both fixed and mobile, at rates that are reasonably comparable to those in urban areas. The program fulfills this universal service goal by allowing eligible carriers who serve these areas to recover some of their costs from the federal Universal Service Fund, not double or pad bills to its customers.

Throughout March and April 17, 2019, Complainant has requested Verizon Pennsylvania, LLC to explain the bill. Specifically, March 8, 22 and 26, 2019 and April 17, 2019, the same questions were asked. To date an answer has not been provided.

We believe the problem is illegal cramming. Based upon our analysis, we believe that since cramming is the underlying reason for the difficulties experienced with Verizon Pennsylvania, LLC, the following is a **Summary of Cramming Charges**:

TABLE A - SUMMARY OF CRAMMED CHARGES For 2019			
No.	EXHIBIT NO	CHARGE(S)	NOT AUTHORIZED- OR NO SERVICE PROVIDED BY VERIZON PA, LLC
1	Exh. 5, pg 37	\$69.99	Landline has not worked; DSL degraded see recent PAPUC 4/17/2019 filings it began working 4/22/19.
2	Exh. 5, pg 37	\$193.99	One-time agreed charge was \$99.00 for Router as agreed; the other \$94.99 is unexplained and not agreed to, authorized or approved.
3	Exh. 5, pg 37	\$18.82	Requested Change in Service for what?
4	Exh. 5, pg 37	\$31.85	Fees & Other Charges, for what?
5	Exh. 5, pg. 38	\$29.99	Verizon Freedom Essentials was not Ordered - DSL was Ordered; no discussion was had regarding Freedom Essentials.
6	Exh. 5, pg. 38	\$60.00	Jack Work-Phone TechSure Insurance purchased from Verizon stated, " Inside Wire Maintenance - Covers wires and jacks in your home used to deliver Verizon services (Exclusions Apply) See Exh. 7, pg. 48 below.
7	Exh. 5, pg 38	\$99.00	Since we could not install the wire and jack, a technician was needed, it is inferred that TechSure Insurance covered the wire and jack installation too.
8	Exh. 5, pg. 38	\$29.99	No activation fee was discussed at the time of Ordering DSL.
9	Exh. 5, pg. 38	\$2.75	Cancelled Flat Rate Unlimited Service removed 2/20; discussion included installation of DSL using Flat Rate Unlimited Service; not changing it. We were told it could be installed using Flat Rate Service. Further DSL was not installed until February 22, 2019.
10	Exh. 5, pg. 38	\$13.33	High Speed Internet 2 yr pricing added 2/18-3/3; DSL was not installed until 2/22/2019 and did not function with acceptable access until 4/22/2019.

11	Exh. 5, pg. 38	\$12.00	Verizon Freedom Essentials was not Ordered. It should not have been installed on 2/20.
12	Exh. 5 pg 40	\$25.00	High Speed Internet 2 yr pricing did not work 4/4
13	Exh. 5 pg 40	\$1.65 or a total of \$4.51	911/E911 Surcharge - User Fee charged to landline when no calls could be made from that phone. Call prompted Stroud Regional police Officer Eilenberger to visit our home on Sunday, March 10, 2019.
14	Exh. 5 pg 40	\$14.06	Verizon Surcharges & Fees

Repeated requests for explanation from Verizon Pennsylvania, LLC has failed. We have no other choice but to request a formal hearing.

IV. FCC Truth-In-Billing Policy, PAPUC Misrepresented Bills Standards

The Commission has adopted Truth-in-Billing rules to improve consumers' understanding of their telephone bills and to help consumers detect and prevent unauthorized charges (cramming). Among other things, section 64.2401 of the rules require that a telephone company's bill must:

- (1) provide a brief, clear, non-misleading, plain language description of the service or services rendered to accompany each charge;
 - (2) identify the service provider associated with each charge;
 - (3) clearly and conspicuously identify any change in service provider;
 - (4) contain full and non-misleading descriptions of charges;
 - (5) identify those charges for which failure to pay will not result in disconnection of the customer's basic local service;
- 15
- (6) provide a toll-free number for customers to call in order to lodge a complaint or obtain information;

- (7) place charges from third parties that are not telephone companies in a distinct section of the bill, separate from telephone company charges; and
- (8) provide a separate subtotal for third-party charges in the separate bill section and on the payment page. Telephone companies also must notify consumers, on their websites and at the point of sale, of any options they offer to block charges from third parties that are not telephone companies.

It is the request of Complainant that the PAPUC follows its standards of review accordingly in this matter and apply what it can of the FCC rules.

Verizon's March and April 2019, bills assesses charged for telephone service. As early as March 1 - 11, 2019, no telephone service was working or provided. No incoming or outgoing calls could be made from the landline provided by Verizon Pennsylvania, LLC. March 12, 2019, a technician visited, he claimed the repair was fixed. It is estimated that the telephone service has not worked continuously from March 13, 2019 until today - the date of this filed Reconsideration. No dial tone is given to make out going the phone does not ring to hear incoming calls. Call made goes directly to a voice mail message Complainant did not authorize. The Verizon bill charges for Freedom Essentials, however, that bundled packaged service was not discussed and voice mail was not requested.

FCC finds, charges may be legitimate if authorized, but are cramming if they are not. Exhibit 6 provides the crammed bills for March 2019. It reveals disputed charges one of which was for the installation of a Jack.

Prior to the jack's installation, we purchased an TechSure Insurance. It according to the Verizon Associate covered - inside wiring, outside wiring and our electronic equipment. Call to Verizon's Technical Support TechSure Insurance did not cover inside/outside wiring. Despite the Associates description of TechSure Insurance, Complainant's March 2019 shows the charges for the Jack's installation were charged as separate form the TechSure Insurance billed at \$15.00 per month.

Ironically, Exhibit 8 is Verizon's TechSure website. Its enlarge page 48 shows for, "Inside Wire Maintenance - TechSure Insurance Plus - covers wires and jacks in your home used to deliver Verizon Services (Exclusions Apply)." Since TechSure covers wires and jacks as was explained by the sales Associate, then the charges for the installation of the jack, tech et al., should not have been charged because the payment of the TechSure Insurance Plus program covered those services.'

Note, there were no discussions about any exclusions at the time of Order.

FCC identifies cramming as follows and as illustrated on the bills exhibited and shown below:

- Charges for services that are explained on your telephone bill in general terms such as "service fee," "service charge," "other fees," "voicemail," "mail server," "calling plan" and "membership."

- Charges that are added to your telephone bill *every month* without a clear explanation of the services provided – such as a "monthly fee" or "minimum monthly usage fee.”

It is believed that demonstration evidence of Verizon’s cramming violations for our March and April 2019 bill has been established adequately to take this matter out of the hands of a mediator where no public record of the event is known to hold Verizon accountable.

V 911/E911 - Call Charged to Complainant’s Bill but Call Was Not Made by Complainant 3/10/19, that dropped call caused police Officer Eilenberger’s visit and three reports for that date. Public Policy Allows 911 Surcharge - User Fees to facilitate Public Safety Act of 1999 - however, without a dial tone to make a call, it could not be made and was not made by Complainant - billing violates Truth in Billing Policies

Public Safety Act of 1999 provides:

(b) PURPOSE- The purpose of this Act is to encourage and facilitate the prompt deployment throughout the United States of a seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation’s public safety and other communications needs.

SEC. 3. UNIVERSAL EMERGENCY TELEPHONE NUMBER.

(a) ESTABLISHMENT OF UNIVERSAL EMERGENCY TELEPHONE

NUMBER- Section 251(e) of the Communications Act of 1934 (47 U.S.C. 251(e)) is amended by adding at the end the following new paragraph:

- ‘(3) UNIVERSAL EMERGENCY TELEPHONE NUMBER- The Commission and any agency or entity to which the Commission has delegated authority under this subsection shall designate 9-1-1 as the universal emergency telephone number within the United States for

reporting an emergency to appropriate authorities and requesting assistance. The designation shall apply to both wireline and wireless telephone service. In making the designation, the Commission (and any such agency or entity) shall provide appropriate transition periods for areas in which 9-1-1 is not in use as an emergency telephone number on the date of enactment of the Wireless Communications and Public Safety Act of 1999.’.

Verizon Pennsylvania, LLC issued a bill covering March 3 through April 4, 2019, Exhibit 6 - Verizon Cramming Bills, page 34. Under the section titled “**Fees and Charges**” it shows a charge for 911/E911 for \$1.65 to cover the alleged services from March 3 through April 4, 2019.

This means that Verizon knew about the dropped 911/E911 call, visit by police Officer Eilenberger of the Stroudsburg, PA Police Department and the need for technical service to investigate and repair the landline phone which did not have a dial tone on Sunday, March 10, 2019, before the bill was issued. It has not made any adjustments to reflect its knowledge in subsequent bills. See Exhibit 5, pages 29 for Verizon’s March 28, 2019 and page 38 for its April 3 bills.

The following day, my wife spoke to Renee, a Verizon Technical Services Associate on Monday March 11, 2019. That Associate stated she placed the repair on what she called a ***Critical Priority*** repair schedule. However, despite the information communicated about the entire problem, visit of Police Officer and the fact that no dial tone existed on the landline that had a scratchy sound and the call was not made by Complainant or his wife the only two people in the unit with access to the landline

telephone; Verizon still charged Complainant with the 911/E911- Surcharge User Fee of \$1.65.

Illustrated is the conduct at issue was of a serious nature:

- a. billed for services not used and it had advanced knowledge of it before its billing coverage period,
- b. evidence provided to Verizon of an existing problem with the landline
- c. involvement of Police Officer personnel responding to a believed emergency, to enforce Public Safety Act of 1999 - to respond to a perceived emergency or to a false 911/E911 call subjecting the caller to penalties and
- c. the issue was caused by faulty telephone equipment managed by Verizon Pennsylvania, LLC.

This type of conduct is of a serious nature that involved, such as *willful fraud or misrepresentation, the conduct may warrant a higher penalty for this and others mentioned on the Cramming Summary, attempts to refund payments rather than admit receipt - Exhibit 4 and alleging services are not covered by TechSure Insurance Plus when its own website stated wiring and jack installation are covered. Exh. 8.*

Dated: April 25, 2019

Respectfully submitted

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