

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

OPTATUS CHAILLA

Complainant,

Vs.

VERIZON PENNSYLVANIA LLC

Respondent.

DOCKET # C-2019-3008691

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

The Federal Communications Commission (FCC) took steps to protect Americans from difficult-to-detect fraudulent charges on their landline phone bills. The new rules combat “cramming,” the illegal placement of unauthorized charges on a consumer’s monthly phone bill. Specifically, the new rules are:

- Require telephone companies to notify subscribers at the point of sale, on each bill, and on their websites of the option to block third-party charges from their landline telephone bills, if the carrier offers that option;
- Strengthen the Commission’s requirement that third-party charges be separated from the landline telephone company’s charges on phone bills; and
- Ask whether the Commission should adopt additional protections, such as requiring landline telephone companies to get consumer consent before placing those charges on their telephone bills if the company already offers to block those charges.

Exhibit 2 – Randy Tibbs, Jr., April 29, 2019, email and Verizon’s TechSure Plus Insurance highlights the claims of Complainant, support FCC anti-cramming rules and the incivility experienced in dealing with Verizon Pennsylvania, LLC.

The following illustrates the play-on-words such that attempts to enter into a contract for services from Verizon Pennsylvania, LLC is akin to dealing with a three-card-monte trickster and an illusory contract whose terms and conditions are forever changing at the unilateral behest of Verizon without agreement, consent or advanced knowledge of the changes it makes and typically to the surprise, detriment and distasteful experience of the Verizon customer such as Complainant.

I. CONTRACT LAW

An agreement between private parties creating mutual obligations enforceable by law. The basic elements required for the agreement to be a legally enforceable contract are: mutual assent, expressed by a valid offer and acceptance; adequate consideration; capacity; and legality. In some states, element of consideration can be satisfied by a valid substitute. Possible remedies for breach of contract include general damages, consequential damages, reliance damages, and specific performance.

Verizon Pennsylvania, LLC has breached its contract entered into with Complainant. Since February 22, 2019, it has not provided services ordered; that is telephone service and DSL. This Commonwealth defines Broadband access is a right of Pennsylvania citizens. Additionally, the landline has not worked since March 12, 2019

and it still today does not ring when called. Therefore, since March 12, 2019 till May 2, 2019, no telephone landline service has been received from Verizon Pennsylvania, LLC.

II. CONTRACT - ILLUSORY PROMISE

Illusory contract is a contract between two parties in which the consideration for the contract is illusionary. In such contracts one party gives as consideration a promise that is so insubstantial that it would not result in or impose any obligations. Such promise would make the contract unenforceable.

When an illusory contract is promised, the statement made appears to assure the other party that there will be a mutual performance by both parties. In actuality, the person making the promise is under no obligation to fulfill the promise.

An illusory contract stands out from other contracts in that the language in it is unclear and indefinite. This leads to uncertainty in regard to the performance status of the promising party even if they are being paid by the other party.

An example of an illusory contract would be when the speaker makes a statement such as "the seller agrees to sell all of a particular product he wants" to a buyer. Upon closer inspection of what was stated, the speaker (seller) of the promise has the choice to perform or not perform. This means the speaker has not legally bound themselves to perform the act.

When the provisions of the promise are at the discretion or control of the person making the promise, then nothing is absolutely promised and it is therefore illusory.

Another example would be if the board of directors promised to purchase as many goods as the board wanted to order from a local business. That does not form a binding contract. It is illusory.

Valid contracts contain a promise from one party to perform by providing goods or services, and the other party promises to pay a specific sum or provide other consideration in return for the goods or services. In contrast, an illusory contract, whether it is in written form or an oral promise, is only an illusion of a contract.

Illustrated below is Table A. Table A compares illusory promise of Verizon Pennsylvania, LLC’s advertised website to Mr. Randy Tibbs, Jr., Verizon Pennsylvania LLC employee’s idea of the TechSure Plus insurance coverage:

TECHSURE PLUS INSURANCE VS. RANDY TIBBS, JR. APPLICATION	
TechSure Plus Insurance coverage per its website	Randy Tibbs, Jr. application – Exh. 2 below
<p>Inside Wire Maintenance Covers wires and jacks in your home used to deliver Verizon Services (Exclusions apply). TechSure Plus \$15/mo</p>	<p>The Tech-Sure protection plan you signed up for includes the inside wire maintenance plan. The inside wire maintenance plan covers existing inside wiring and jacks. The initial cost of the installation of new inside wiring and/or jacks would not be covered by the plan</p>

At the time of purchase, Verizon Sales Associate stated that TechSure Plus cost \$15.00/mo., would cover the installation of a jack and the wiring needed to provide Verizon services to our home. No exclusions were mentioned or discussed at the time of purchase. The undisclosed - Exclusions apply - were not made clear at the time of purchase. Alternatively, the - Exclusions apply - did not apply to Complainant who had existing service at the time of purchase.

Similarly, the TechSure Plus coverage advertised on the Verizon Pennsylvania, LLC website also stated, “Inside Wire Maintenance - Covers wires and jacks in your home used to deliver Verizon Services (Exclusions apply). Complainant ordered wires and jack to be installed in his home by Verizon to deliver its services.

In total agreement, Mr. Tibbs stated TechSure Plus, “covers existing inside wiring and jacks.” An existing wiring and jack are in the home. Such was provided by Verizon during 2015, at that time, Verizon provided the landline phone number of 570 424-5386 which was connected. TechSure Plus covering wires and jack, Complainant should not have been billed for wiring and jacks installation since it was covered.

In complete contrast, Mr. Tibbs further stated the coverage was for, “[T]he initial cost of the installation of new inside wiring and/or jacks would not be covered by the plan.”

Neither the website nor the Sales Associate stated that the service had to be new. More the service was ongoing. How Verizon Pennsylvania, LLC defines “new” is an anomalous term and condition inserted by Mr. Tibbs into how the TechSure Plus program works. Since DSL was added, the Sales Associate knew the wires and jack were additions to existing service as Complainant also reasoned this situation and entered into the agreement for services based on that understanding. Additionally nothing on the website set a definite time when TechSure Plus coverage would start or end. Not until Mr. Tibbs April 29, 2019, email did the term change to a, ‘new’ installation was not covered.

Since Broadband can be delivered only through telephone service, then how could the wire and jack installation be new when phone service existed since 2015?

Choose the TechSure package that fits your needs.

	TechSure \$10/mo	TechSure Plus \$15/mo	TechSure Premium \$30/mo
Premium Technical Support 24/7 support for your connected home.	✓	✓	✓
LifeLock™ Select Identity theft protection and monitoring†		✓	✓
McAfee Security & Safe Family Multi-Device security, parental controls and more.		✓	✓
Inside Wire Maintenance Covers wires and jacks in your home used to deliver Verizon services (exclusions apply).		✓	✓
Whole Home Device Protection Device protection for your connected home devices (mobile phones excluded)††			✓
LastPass Families Simple and safe way to digitally save your passwords.			✓

[Learn more >](#) [Order now >](#) [Learn more >](#)

No one can prevent all identity theft.
† LifeLock does not monitor all transactions at all businesses.
†† Plan covers hardware failures due to defects in material or workmanship, normal wear and tear or power surges. Laptop plans also cover Accidental Damage from handling (ADH). Minimum system requirements, monthly charges, 30-day waiting period and maximum 12-month rolling claims limit apply. Pre-existing conditions not covered. Replacement devices and parts may be new or refurbished and of the same like or model. Not available in all areas. LifeLock and the LockMan Logo are trademarks of Symantec Corporation or its affiliates in the U.S. and other countries. Reimbursement and Expense compensation, each with limits of up to \$25,000 for Select. And up to \$1 million for coverage for lawyers and experts if needed. Benefits provided by Master Policy issued by United Specialty Insurance Company, Inc. (State National Insurance Company, Inc. for NY State members.) Policy terms, conditions and exclusions at LifeLock.com/legal.

Support and security for \$15/mo + taxes.

[Get TechSure Plus >](#) [Browse options >](#)

Inside Wire Maintenance

What is also illustrated here is the bill cramming, an illegal act. Either TechSure Plus covered wiring and jacks to deliver Verizon services as the official website and the Sales Associate stated, or it does not. It is not civilized to banter back and forth about coverage. At the point of sale, it was not disclosed to Complainant that the TechSure Plus coverage would not cover the installation of the wires and jack.

The additional language of Mr. Tibbs illustrates how the words are inserted after the fact with a meaning that changed terms and conditions post-contract. Until Ms. Tibbs email of April 29, 2019, there was never a statement made to Complainant that the service had to be new to take advantage of TechSure Plus. March 8, 12 and 22, 2019, requests for an explanation was made to Verizon. More than a month later on April 29, 2019, a completely different statement is made to Complainant about what was and was not covered illustrates the deceptive billing that arose over the amount agreed upon at the time of sale.

III. DROPPED 911/E911 CALL STROUD REGIONAL POLICE INVESTIGATIONS ARE ATTACHED - EXHIBIT 1

A spin-off of this entire matter dealt with a dropped 911-E911 call that occurred March 10, 2019, alleged not to have occurred by Verizon's first e-filed PUC document. Exhibit 1 - Strouds Regional Police reports. Substantiated by the reports of the Stroud Regional Police, there are three instances and three reports attached to confirm the problems had with the landline telephone at Complainant's home. That same landline telephone does not ring and no telephone calls can be made from that phone as of today.

CONCLUSIONS

This Motion to remove this matter from Mediation is a follow up to the earlier filing. What is contributed here as new evidence is the terms and conditions that Verizon Pennsylvania, LLC with regard to their product TechSure Plus. The idea of the service

‘existing’ vs. ‘new’ service terminology was not mentioned to Complainant at the time of or point of sale,

In either event the initial purchase was 2015 for the landline. DSL, purchased on February 22, 2019, an addition and the clarification of the crammed bills occurred April 29, 2019. Any reasonably prudent person would find that service that existed since 2015 is in fact ‘existing service.’ Mr. Tibb’s claims of new installation is unsupported by the official website advertisement for TechSure Plus, by the Sales Associate and by a reasonably prudent person standard.

CERTIFICATION

The foregoing statements made herein are true to the best of our knowledge and belief of the Complainant, Optatus Chaila and his wife, Florence Parker Chaila. We are aware that if any of the foregoing are willfully false, we will be subject to punishment for perjury.

Dated: May 2, 2019

Respectfully submitted

Dr. Optatus Chaila

*Dr. Optatus Chaila
25 Garden Street
P.O. Box 1111
Stroudsburg, PA 18360
570 424-5386*

Florence R. Parker Chaila, J.D.

*Florence R. Parker Chaila, J.D.
25 Garden Street
P.O. Box 1111
Stroudsburg, PA 18360
570 534-7082*

EXHIBIT 1

STROUD REGIONAL POLICE REPORT OF 3/10/19. DROPPED 911-CALL ALLEGED TO BE FROM 25 GARDEN STREET, STROUDSBURG, PA - WHEN ON THAT DATE THE PHONE DID WORK AS INTENDED BECAUSE IT DID NOT ALLOW INCOMING OR OUTGOING CALLS



STROUD AREA REGIONAL POLICE DEPARTMENT 570-421-6800 Phone
570-421-5979 Fax
100 DAY STREET, EAST STROUDSBURG, PA 18301

RIGHT – TO – KNOW RESPONSE FORM

GRANTED REQUEST

Date: April 26, 2019
Name: Florence R Parker Chailla
Address: 25 Garden St.
City/State/Zip: Stroudsburg, Pa. 18360

Dear Ms. Chailla

Thank you for writing to the Stroud Area Regional Police Department with your request for information pursuant to the Pennsylvania Right – To – Know law.

On 4/24/2019, you requested (3) Incident Reports. Your request is granted and the requested responsive documents are enclosed.

Respectfully,

Jennifer Lyon, Chief
Right – To – Know Officer
Stroud Area Regional Police Department



Incident Report

STROUD AREA REGIONAL POLICE DEPARTMENT
STROUD AREA REGIONAL
100 DAY ST
EAST STROUDSBURG, PA 18301

Phone: (570)421-6800 Fax: (570)421-5979

Approved Report <input checked="" type="checkbox"/> IT04 - KYLIE TAUSENFREUNDT		Municipality	STROUDSBURG (404)
Incident #		Report Type	INCIDENT
20190313M4117		Location	25 GARDEN ST - STROUDSBURG 18360
Reference #		Landmark	
2019-005233		Premise	
Criminal Code	Title :	Point of Entry	
	Section :	Meth. of Entry	
	Sub-Section :	Patrol Zone	ZON Grid
	Description :	Reported	03/10/2019 @ 04:41 (Sun)
UCR Codes	3838 SERVICE CALL- 911 HANG UP	Discovered	@
		Last Secure	@
		Received	Dispatched 04:43
		Arrived	04:54 Cleared 05:02
		Status	CLOSED/CLEARED
		Disposition	CLOSED - NO FURTHER ACTION
		Clear Date	03/10/2019
		Badge	1802 - OFFICER MICHAEL CHICA

20190313M4117

2019-005233

3838 - SERVICE CALL- 911 HANG UP

Persons Involved

UNDETERMINED,		Arrest Date :	Disposition Date :
<u>Role</u> CONTACT	<u>Incident Classification</u> 3838 SERVICE CALL- 911 HANG UP	<u>How Charged</u>	<u>Disposition</u>
Alias	Height		
Age-DOB - / /	Weight 0	Home Addr	
Race	Hair		
Sex	Eyes		
Ethnicity	Build	Home Ph #	
Marital Stat	Complex.	Work Ph #	
Residency		Cell Ph #	
SSN		Other Ph #	
Gang		E-Mail	
Tattoo		Employer	
Clothing		No Photo	
GBM Id			
-Entered / /		Occupation	
-Released / /		Add Addr None	
OLN/State /			
Injury			

Main Narrative
OFFICER MICHAEL CHICA (1802)

KT

911 hang up from (570) 424-5386. Unable to make contact with anyone. Checked the home and everything appeared to be fine.



Incident Report



STROUD AREA REGIONAL POLICE DEPARTMENT
STROUD AREA REGIONAL
100 DAY ST
EAST STROUDSBURG, PA 18301

Phone: (570)421-6800 Fax: (570)421-5979

	Incident #	Reference #	Municipality	STROUDSBURG (404)
	20190311M3911	2019-005242	Report Type	INCIDENT
			Location	25 GARDEN ST - STROUDSBURG 18360
			Landmark	
			Premise	
			Point of Entry	
			Meth. of Entry	
			Patrol Zone	ZON Grid
			Reported	03/10/2019 @ 10:51 (Sun)
			Discovered	@
			Last Secure	@
			Received	10:51 Dispatched 10:51
			Arrived	11:00 Cleared 11:15
			Status	CLOSED/CLEARED
			Disposition	CLOSED - NO FURTHER ACTION
			Clear Date	03/11/2019
			Badge	0201 - OFFICER DEAN EILENBERGER

Criminal Code	Title : Section : Sub-Section : Description :
UCR Codes	3838 SERVICE CALL- 911 HANG UP

Investigating Officer	Signature	Date	Approving Officer	Signature	Date
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STROUD AREA REGIONAL POLICE DEPARTMENT
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20190311M3911

2019-005242

3838 - SERVICE CALL- 911 HANG UP

Persons Involved

CHAILLA, FLORENCE PARKER		Arrest Date :	Disposition Date :
Role CONTACT	Incident Classification 3838 SERVICE CALL- 911 HANG UP	How Charged	Disposition
Alias			
Age-DOB 66 - 01/04/1953	Height		
Race	Weight 0	Home Addr 25 GARDEN ST	
Sex FEMALE	Hair	STROUDSBURG, PA 18360	
Ethnicity	Eyes		
Marital Stat	Build	Home Ph # (570)534-7062	
Residency	Complex	Work Ph #	
SSN		Cell Ph #	
Gang		Other Ph #	No Photo
Tattoo		E-Mail	
Clothing		Employer	
GBM Id			
-Entered //		Occupation	
-Released //		Addl Addr None	
OLN/State /			
Injury			

Main Narrative

OFFICER DEAN EILENBERGER (0201)

03/10/2019-10:51-0201 -OFFICER DEAN EILENBERGER

25 Garden St. Mad contact with a Florence Chaila who confirmed trouble with the landline.





Incident Report

STROUD AREA REGIONAL POLICE DEPARTMENT
STROUD AREA REGIONAL
100 DAY ST
EAST STROUDSBURG, PA 18301

Phone: (570)421-6800 Fax: (570)421-5979

Incident # 20190311M4003		Reference # 2019-005316		Municipality Report Type	STROUD TOWNSHIP (214) INCIDENT
				Location	25 GARDEN ST - STROUDSBURG 18360
Criminal Code	Title :	Landmark			
	Section :	Premise			
	Sub-Section :	Point of Entry			
	Description :	Meth. of Entry			
UCR Codes	3800	SERVICE CALL-MISCELLANEOUS	Patrol Zone		ZON Grid
			Reported		03/11/2019 @ 09:30 (Mon)
			Discovered		@
			Last Secure		@
			Received		09:30 Dispatched 09:30
			Arrived		09:34 Cleared 09:45
			Status		CLOSED/CLEARED
			Disposition		CLOSED - NO FURTHER ACTION
		Clear Date		03/11/2019	
		Badge		0201 - OFFICER DEAN EILENBERGER	

Investigating Officer	Signature	Date	Approving Officer	Signature	Date
STROUD AREA REGIONAL POLICE DEPARTMENT Printed by: KIMBERLY ANGLEMYER (04/26/2019 01:09:51 PM)			Page 1 of 2		

RECEIPT		DATE <u>5/1/19</u>	No. 797998
RECEIVED FROM <u>Flourence Chalka</u>		\$ <u>2.00</u>	
<u>Two</u>		<u>Two</u> DOLLARS	
<input type="checkbox"/> FOR RENT <input checked="" type="checkbox"/> FOR <u>(3) RTK Reports</u>			
ACCOUNT	<input checked="" type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	FROM <u>SARPD</u>	TO
PAYMENT	<u>2-</u>	BY <u>Z.G.</u>	
BAL. DUE			

20190311M4003

2019-005316

3800 - SERVICE CALL-MISCELLANEOUS

Persons Involved

CHAILLA, FLORENCE PARKER		Arrest Date :	Disposition Date :
Role	Incident Classification	How Charged	Disposition
CONTACT	3800 SERVICE CALL-MISCELLANEOUS		
Alias			
Age-DOB	66 - 01/04/1953	Height	
Race	BLACK	Weight	0
Sex	FEMALE	Hair	
Ethnicity	NON-HISPANIC	Eyes	
Marital Stat		Build	
Residency		Complex	
SSN		Home Addr	25 GARDEN ST STROUDSBURG, PA 18360
Gang		Home Ph #	(570)534-7082
Tattoo		Work Ph #	
Clothing		Cell Ph #	
GBM Id		Other Ph #	
-Entered	//	E-Mail	
-Released	//	Employer	
OLN/State	/	Occupation	
Injury		Addl Addr	None
			No Photo

Main Narrative

OFFICER DEAN EILENBERGER (0201)

03/11/2019-09:30-0201 -OFFICER DEAN EILENBERGER

25 Garden St. Spoke with a Florence Chaila in reference to her contacting Verizon to rectify an issue she was having with her phone yesterday



EXHIBIT 2 – EMAIL REPLY FROM RANDY TIBBS, JR, VERIZON COUNSEL

PA PUC Formal Complaint v. Verizon
Yahoo/Inbox

• **Tibbs Jr, A R** <randy.a.tibbs.jr@verizon.com>

To:thebusiness2@yahoo.com,Suzan D Paiva

Apr 29 at 4:12 PM

Good afternoon Mr. & Mrs. Chialla;

Please let me know a couple of dates that would fit your schedule so that I can have a technician dispatched to troubleshoot and repair your telephone and internet services. Once the repair is complete, I will have your account adjusted for the time out of service.

I am also providing the information below to explain the billing and answer the questions you raised.

The Tech-Sure protection plan you signed up for includes the inside wire maintenance plan. The inside wire maintenance plan covers existing inside wiring and jacks. The initial cost of the installation of new inside wiring and/or jacks would not be covered by the plan.

Your bill dated 4/3/19 is for a total of \$374.21. Included are past due charges of \$285.64 and current charges of \$88.56. The current charges of \$88.56 are for high speed internet service \$25, TechSure Plus \$15, Freedom Essentials telephone plan \$29.99 and tax/fees \$18.57.

Your past due charges are from charges billed on your 3/3/19 bill. This includes charges for the technician visit of \$99, jack installation work \$60, the activation fee for the internet service \$29.99 and the fee for changing the regional toll provider on the account \$5. The billing also includes the billing for high speed internet service \$25, TechSure Plus \$15, Freedom essentials telephone plan \$29.99, retroactive billing for service not previously billed for high speed internet service \$13.33, freedom essentials plan \$12 and taxes/fees \$31.85.

The last 4 payments received were \$28 4/12/19, \$29 3/13/19, \$27.54 3/8/19 and \$2.95 2/13/19. I do not see that a payment of \$75 was received on this account. A payment investigation can be conducted for the missing \$75 payment. You would need to provide proof of the payment; to include how the payment was made and the tracking/transaction number for the payment.

Currently on your account you have a bundle for freedom essentials telephone service and high speed internet service for \$54.99. You pay additionally for TechSure Plus plan of \$15. With tax and fees the monthly bill will be approximately \$89. If you elect to remove the TechSure Plus plan, your monthly billing would be approximately \$75.

Verizon does not perform surveillance on the computers of its customers. Verizon's technical support team has advised me that the shared drive is something that would have been created from your device and named "Verizon drive". If you right click on the "Verizon drive" it should tell you who created it and also give you the option to delete it.

If you have any additional questions, please do not hesitate to call or email me.

Thank You,

--

verizon

Randy Tibbs

Sr-Analyst
Executive Relations

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900 Race Street
5th Floor
Philadelphia, PA 19107
