

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

OPTATUS CHAILLA

Complainant,

V.

DOCKET # C-2019-3008691
Complainant's

**EXCEPTIONS TO ALJ
INITIAL DECISION**

VERIZON PENNSYLVANIA LLC

Respondent.

Consistent with 20-day¹ time line to submit Exceptions to the Initial Decision of August 26, 2019, due September 15, 2019, for the referenced Docket, Complainant

¹ Subchapter H. EXCEPTIONS, APPEALS AND ORAL ARGUMENT§ 5.533. Procedure to except to initial, tentative and recommended decisions.

(a) In a proceeding, exceptions may be filed by a party and served within 20 days after the initial, tentative or recommended decision is issued unless some other exception period is provided. Exceptions may not be filed with respect to an interlocutory decision.

(b) Each exception must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision. Supporting reasons for the exceptions shall follow each specific exception.

(c) The exceptions must be concise. The exceptions and supporting reasons must be limited to 40 pages in length. Statements of reasons supporting exceptions must, insofar as practicable, incorporate by reference and citation, relevant portions of the record and passages in previously filed briefs. A separate brief in support of or in reply to exceptions may not be filed with the Secretary under § 1.4 (relating to filing generally).

(d) An original shall be filed with the Secretary under § 1.4. Filing users may file electronically as provided by § 1.37(b) (relating to number of copies).

(e) Unless otherwise ordered by the Commission, the provisions of § § 1.11(a)(2) and (3) and 1.56(b) (relating to date of filing; and date of service) will not be available to extend the time periods for filing exceptions.

(f) Subsections (a)—(e) supersede 1 Pa. Code § § 35.211 and 35.212 (relating to procedure to except to proposed report; and content and form of briefs on exceptions).

disagrees with 36-FINDINGS OF FACT and its Conclusions of Law for the foregoing reasons. It is therefore requested for reasons stated herein that ALJ's FINDING OF FACTS and Conclusions of Law not be adopted by the Commission.

EXCEPTION IN GENERAL

In support of claims and contentions, Complainant filed 10 submissions including the original complaint in this matter with on or about March 15, 2019, follow up comments on April 12 and April 15, 2019, along with seven electronically filed pleadings with the PA PUC. ALJ's Order #2 on, page 20 stated, "*the evidence submitted by the Complainant subsequent to the close of the record on June 13, 2019, is excluded from the record.*" Therefrom, it is implied that all evidence submitted by the Complainant *before* June 13, 2019, that is, between March 15, 2019, till June 11, 2019, was considered by the ALJ in reaching the Initial Decision and opinion for this Case C-2019-3008691.

PRELIMINARY EXCEPTIONS TO FINDINGS OF FACT

Administrative Law Judge, (ALJ) FINDING OF FACTS made 40 statements. Of those 40 statements Complainant takes Exception to 36 FINDINGS OF FACT because it appears that of the 10 filed pleadings by Complainant, not one filed document was considered or reviewed to reach the unfounded Initial Decisions and opinions in this case. That belief is further supported in the statement of the ALJ that, "*The Complainant did not sponsor any exhibits at the time of hearing*" 2nd page, 3rd para., 2nd sentence.

Further, ALJ's statement that, "With respect to the landline telephone service, the testimony presented by the Complainant's witness that this service never worked at all for a period of 96 days between February 22, 2019 and June 4, 2019 is not corroborated by any additional evidence of record in this matter," page 13, 3rd para, 1st sentence. Yet the same ALJ alleged that he reviewed the filings made to the PA PUC that were also provided to Respondent, Verizon Pennsylvania LLC.

EXCEPTIONS TO 36 FINDINGS OF FACT AND CONCLUSIONS OF LAW

The specific FINDINGS OF FACT with Exceptions are:

Items 4 "In February of 2019" too broad to establish right to broadband service within 10-days of request - **page 3**. See detailed discussion, below pages 14 - 15 part I Detailed Exception With Initial Decision - Outages; page 18 - 19 - Complainant Justification for Exception and page 26 section (d).

Item 6, Both Stroud Police and Complainant reported problems with the landline; police received a 911/E911 dropped call-**page 3**. Detailed below, pages or Items 13, page 3, Right to Know evidence Page 10 see Third Comment corroborating outage on March 10, 2019, page 16 - see Four items that Corroborated Outages, Page 17 see section (c) Stroud Police visit of March 10, 2019 and three reports supporting outages and part - I Detailed Exception With Initial Decision - Outages; page 18 - 19.

Item 7 - 8 Chronology presented by ALJ makes it appear that Technician on March 13, 2019, repaired problems by his changing *defective F1, and changed F2 pair* based upon its own log entry PAD2039B4Y- **Page 3**. March 15, 2019, Complainant filed the initial complaint, two days later because the landline telephone was not working nor was the DSL. The landline telephone did not began working until, June 3-4, 2019. Verizon's local Manager and technician repaired outages at the electrical equipment box **outside of the home, it had outages due to an electrical short caused, possibly by wet weather** as admitted by Verizon's Counsel in her June 4, 2019, email; testimony of the Local Manager and as established by a preponderance of the evidence according to Verizon's own Trouble Log entry PAD8224773; submitted into evidence to the ALJ during the hearing and filed by Verizon on June 5, 2019 as its Exhibit 1.

Item 11- 12 - "the line was not found good at the network interface". No where on the Verizon Pennsylvania, LLC History Trouble Log does it use the language '*network interface*' or report the line was good at the '*network interface*.' ALJ's paraphrased statement, "The technician found the telephone service to the Complainant's home was good as far as the NID but could not go inside the home to test the service inside because Complainant was not at home." That language greatly differs from that of Verizon's *History Trouble Log* it prepared. The specific entry stated, "*Found ok - came clear with tech dispatch. Dial tone good to NID. Customer not home.*" See Verizon History Trouble Log - 3/26/2019 11:45 a.m. entry PAD2039F34. There was no statement by Verizon or testimony that there was a need to go into the home as inferred by the ALJ language that infers lack of cooperation. **Pages 3 and 4.**

Item 13 - No database recording was produced by Verizon. Without evidence or testimony by Verizon no such factual evidence existed or was entered to show or prove calls were made by technicians. More to the point, if Verizon made calls to Complainant's landline on March 13, 2019, it knew on March 11, 2019, that the landline did not work, it could not be used to make or receive calls since March 10, 2019, when the Stroud Police visited Complainant's home. To report the March 11, 2019, outage to Verizon, a cell phone was used because the landline did not work. Verizon's own History Trouble Log reported 2/15/2019 through 6/3/2019, for the 97-days and Complainant's

witness testified to under oath the landline did not work from 2/22/2019 till 6/3/2019 - **Page 4.**

Item 14 - “The technicians are also required to leave their phone numbers for the customer during this call so the customer can return the technician’s call. **Page 4.** That may be so, however, Complainant could not return calls or receive calls on the landline since it was not working from 2/15/2019 till 6/3/2019 as consistent with and as admitted by *Verizon’s History Trouble Log.*

Item 15 - “Respondent did not receive emailed communication about ongoing telephone and DSL service after March 22, 2019.” **Page 4.** Evidence of ongoing problems was submitted to the PA PUC by post on March 15, 2019, April 12 and April 15, 2019 and via electronic filed pleadings in seven (7) subsequent filings dated April 17, April 25, May 2, June 3, 5, 6 and June 11 all of which was served on Verizon as testified to by Complainant’s witness at the June 13, 2019, hearing. During the hearing, ALJ stated he did not receive the documents; further at the time of the hearing Complainant’s witness testified under oath, “that all documents filed with the PA PUC were in fact provided to Verizon’s counsel.” No objections to that statement were made by Verizon to refute that fact.

Item 16 - “On May 23, 2019, the Respondent’s local manager became aware of the Complainant’s complaint with the Commission and his allegations of ongoing service issues.” - **Page 4.** This Item 16 contradicts Item 15. ALJ asserts after March 22, 2019, no further communications occurred about landline telephone or DSL; which is wholly incorrect. In his very next statement, in complete contradiction ALJ stated, “on May 23, 2019, the Respondent’s local manager became aware of the Complainant’s complaint with the Commission and Complainant’s allegations of ongoing service problems.” Despite the ALJ was informed that all PA PUC filings were provided to Verizon as testified at the June 13, 2019, hearing, ALJ failed to review filed documents after that March 22, 2019 date. Again, between March 22, 2019 and May 23, 2019, there were several filings made; that is Complainant filed three pleadings after March 22; specifically he filed with the PA PUC on April 17, 25 and May 2, 2019; all of which Verizon received and is what prompted Verizon’s Manager involvement with the resolution.

It cannot be ignored that the first filed complaint from Complainant was March 15, 2019. It took the local Manager over a month to become aware and involved with resolving these ongoing problems till May 23, 2019. That’s 68-days after the initial Complaint on March 15, 2019 to act; additionally, the problems were not fully resolved until June 3, 2019; or some 80-days after the initial complaint was filed.

Any reasonably prudent person - as Complainant and his wife are - would not continue writing time consuming with email communications when it was not effective or possible to get Verizon's attention to ongoing problems had with the landline telephone and its DSL services after 68-days of trying. That is especially so when bills are rapidly increasing month by month despite none of the services requested were working.

As a result, Complainant and his wife believed that the only leveling solution was to complain to the Commission. The intent was to obtain a *fair, reasonable and objective resolution* to an ongoing problem with both landline and DSL service from Verizon.

In Items 15 and 16, they both also established by a preponderance of the evidence that there were ongoing problems with both the landline telephone and DSL service before March 22, 2019, that continued till May 23, 2019, and beyond.

Item 17 - "In response, this manager initiated a ticket to dispatch a technician to the Complainant's home to conduct testing and address the Complainant's issues." **Page 4.** Item 17 also supports ongoing problems did occur with both the landline and DSL services as further supported by Items 15 and 16.

Item 18 - Verizon texted Complainant wife's cell phone, then informed of its intended visit the same day, within an hour and a half of its call. ALJ makes no reference to the filed pleading that stated, "*First, Complainant disputes any inference of uncooperativeness, Second, Complainant was aware and was available for two Tech Support appointments - March 26 and April 12, 2019. Any other unilateral arrangements of Tech Support visits such as the May 23, 2019, instance, Complainant has no knowledge of any other visit from Verizon's Tech Support.*" See Page 2 of Motion for Summary Judgment filed June 7, 2019 with the PA PUC and served on Verizon's counsel. Given pre-planned appointments, that visit was cancelled - **Page 4.** As was learned requests for entry into the home, were wholly irrelevant and totally unnecessary to repair the problems which never inside of the home. Instead the problems were outside at the Verizon equipment box installed outside. Possibly due to wet weather or by other weather conditions, that equipment experienced an electrical short outside the home as admitted was the problem on Verizon's History Trouble Log - see its June 3, 2019, entry.

Items 19-22 - Items dealt with cancellations. At the June 13, 2019, hearing and via email from Verizon's counsel, it was learned visits into the home were irrelevant for Verizon to resolve the landline and DSL service problems. Verizon's History Trouble Log clearly identified the service of both was corrected by repairing the electrical short

that was outside in the box affixed to the home by Verizon. This fact is further corroborated and established in the following Items 23 thru 28.

Items 23 - “The technician determined there was an issue outside the Complainants home but he could not make the type of repair needed.” **Page 5.**

This FINDING OF FACT raised two important and pivotal issues on how the ALJ reached his conclusions:

(1) the problem with the DSL and landline telephone was identified as being outside of Complainant’s home within the equipment box on the outside not inside the home, as Verizon admitted as did its counsel Ms. Pavia in her June 4th email;

(2) “**... but he could not make the type of repair needed**”, That ALJ language is not part of any log. It was not part of any testimony at the hearing. And it was not made part of any evidence provided to Complainant from Verizon.

(3) Where did that statement come from? To allow the ALJ to submit such unsubstantiated statement in his FINDINGS OF FACT presents problems with validity for findings made and conclusions reached, further it illustrates partiality and bias played a significant part in the FINDINGS OF FACT against Complainant.

Item 24 - 28 show that the problems Complainant experienced began starting February 22, 2019, and continued through June 3, 2019. According to the *History Trouble Log prepared by Verizon - Page 5.* Verizon Pennsylvania, LLC via its own log, it Verizon admitted problems began February 15, 2019, despite the unilateral “**May 23, 2019, that it issued the Ticket due to customer’s ongoing problems with PUC Formal Complaint.**” See Verizon History Trouble Log entry PAD2039F34. The statement made under oath by Complainant referenced in Item 18 carried no weight of evidence for the ALJ, why? Did he view Complainant and his wife witness as just a plain old liars; or was it just not possible to read the plead filings he sent to carry his burden? What ever the case, the facts do not fit the evidence with regard to facts Complainant disclosed under oath by signing pleadings, that testimony made by both Complainant, his witness wife under oath subject to perjury, the three reports of the Stroud Police, Verizon’s Analyst Mr. Tibbs, Jr., email of April 29th the local Manager’s testimony and its Counsel Ms. Pavia June 4th admissions shown below.

It was not until June 3, 2019, that Verizon Pennsylvania, LLC learned the true source of problems Complainant experienced. The true source was an electrical short. The electrical short was inside of its own equipment box affixed to the external outside

home's left exterior wall. The service electrical box that was affixed outside of the home of Complainant was used to provide services to the home; however as testified to on June 13, 2019, by the local manager, "**Verizon is responsible for the external electrical boxes up keep, maintenance and repair.**" It is not the customer's duty, role or responsibility to repair Verizon's equipment. See filed Follow Up Summary Judgement Motion, page 1 and its June 4th email from Verizon's Counsel admitting the same as follows:

June 4th, Attorney Pavia's email of June 4th, stated, :

(2) On the service issue, after our technician was unable to visit you on May 23 **we asked them to see if they could make repairs to our facilities outside without disturbing you. They tell me that both the phone and DSL are now working.** If you are still experiencing any issues, let me know and we will have a technician dispatched to your home at a convenient time.

Further, in the same pleading, page 3 shows the Verizon Pennsylvania, LLC box affixed to the outside of Complainant's home, it is the same box that had the electrical short. See Complainant's Motion for Summary Judgment - Follow Up dated June 7, 2019, page 3 for photo of electrical equipment box affixed to the left wall of Complainant's home. Also the same was confirmed by Verizon's counsel in the above June 4th email; that is "*we asked them to see if they could make repairs to our facilities outside without disturbing you.*" Sure enough, the repairs were completed outside inside of the external confounds of Complainant's home, not inside as the ALJ has repeatedly inferred was required absent any proof.

At the June 13, 2019, hearing, it was established via testimony of the local Manager that the problem that caused the equipment's electrical shortage was due to weather, possibly. Verizon's Manager testified, [paraphrased] that 'when the box became wet, it probably would have an electrical short.'

It was also established that keeping the box and equipment in good working operation was the responsibility of Verizon Pennsylvania, LLC.

ALJ heard the testimony; yet he concluded that Complainant was uncooperative which is wholly unfounded and an unfair conclusion he reached. That is especially the case when both Verizon and Complainant learned the problems were all the long were outside and available by accessing external confounds of the home available 24/7 to Verizon.

It is reasonable to infer that from the outset as early as March 11, 2019, had the first technician dispatched conducted a thorough investigation and had the technical

competence required to examine their own equipment, it would have then and there determined the cause or causes of the ongoing problems complained of with both the landline telephone and the DSL services. Had it, none, absolutely none of these time consuming events would have consummated into a complaint with the PA PUC against Verizon Pennsylvania LLC.

As it were, it was not until June 3, 2019, did Verizon's technician realize the problem was never inside of Complainant's home but was at all times central to how its own equipment was faulty, did not work if wet and all of which was possibly caused by the weather. Weather is not in the control of consumers; however, the requested service and its operation in exchange for payment clearly is within the control of consumers, especially those having service disruptions for 97-days with landline and 54-days with DSL as the facts and evidence supports with substantial evidence with a burden of a preponderance of the evidence proven factually; contrary to the finding of the ALJ.

The log Verizon Pennsylvania, LLC proffered in its Summary Judgment Motion is also attached to Complainant's Follow Up Summary Judgment Motion as Exhibit 1, page 2. That log is just that, a log. It does not prove that personnel of Verizon visited Complainant's home when it's technicians claimed it had not leave a note or notice of their visit during the alleged time and dates claimed. However, it substantiates a timeline for the outages.

February 22, 2019, DSL was ordered. Prior to the DSL order, the landline did not work as intended to allow telephone calls to be made and received, such started February 15, 2019. That is supported by Verizon's log entry PAD203938G.

It also established the outage occurred from as early as February 15, 2019, through June 3-4, 2019. That represents the time line of outage occurred from February 15, 2019, until April 22, 2019, for the DSL and from February 15, 2019, through June 4, 2019, for the landline telephone. The total days of outage for the DSL was 54-days, (2/22/2019 - 4/22/2019), for the landline it was out for 102-days is starting from the Verizon's History Trouble Log dates (2/15/2019 through 6/3/2019).

Item 29 - 34 "the repeated calls to visit Complainant's home began April 9, 2019." **Pages 5 - 6** At no time were there emails dated April 9, 2019 from Complainant or from Verizon Pennsylvania, LLC. Further, numerous written PA PUC filings to communicate ongoing problems did occur starting on April 17, April 25, . Pleadings were continuously filed with the PA PUC beginning April 17, 2019 to illustrate the ongoing problems Complainant had with both the landline telephone and DSL.

Item 35 - 39 April 9, 2019, was not a date known, used or testified to by Complainant or Verizon. **Page 6**. The FINDING OF FACT are incorrect.

Item 37 - The FINDING OF FACT is incorrect. **Page 6** that issue was resolved June 21, 2019. Complainant's bank investigation was required to understand what occurred with the \$75.00 payment. Once resolved that issue was also resolved.

Item 38 - April 9, 2019, is not an accurate date. **Page 6**. Was irrelevant that Complainant was not at home since the problem was an electrical short in Verizon electrical box outside the home that was affected by wet weather conditions as its Manager testified at the hearing.

Item 40 - "The Complainant never provided the Respondent with payment information a cancelled check or other transaction tracking information so the Respondent could investigate the Complainant's alleged missing \$75.00 payment." The FINDING OF FACT is incorrect. Page 7. See Item 37 above.

IN SUMMARY

While there is substantial agreement among Administrative Law Judges (ALJs) that "findings of fact" are based on testimony or evidence and that "conclusions of law" are based on constitutional, statutory, procedural, or decisional law, there is less consensus regarding the proper form and content of Findings or Conclusions or on the proper vocabulary of a decision. Some judges prefer enumerated Findings, some use narratives, some write principally for the interested parties, others for multiple or secondary audiences.²

Faced enumerated long lists of Findings, readers may have problems connecting one Finding with another, assimilating the information included in the Findings, understanding the relevant contexts for the Findings, or determining which Findings are most important to the ultimate disposition of the case. However, enumerated findings like these create problems for most readers.

² RUGGERO J. ALDISERT, OPINION WRITING §6.4, at 73 (1990) ("[T]he style of writing [Judicial opinions]... must be for the primary markets. However, to achieve maximum understanding in the broad secondary market, the opening should also be designed to assist users-lawyers, judges, researchers and law students.") In addition to its other merits, Judge Aldisert's book is a valuable compendium of received wisdom on the writing of judicial opinions.

Enumerated findings like those used by this ALJ tend, like all lists, to emphasize the separateness of each item in the list. Readers can guess why the Findings are in this order, but may guess incorrectly. Moreover, unless the writer provides some clear clues about overall organization and connections between the Findings, readers must impose order on what appear to be disconnected pieces of information. Unless readers already know which organizing principles or statute the ALJ is relying on, the organization may appear random and the logical connections among the findings may be unclear. In such instances the chronology is confused as well.

The chronological issues presented here, for example were:

1. 'In February of 2019, the Complainant reported miscellaneous troubles with his service to the Respondent“ Item #4, page 3.

It was Complainant's burden to establish a 10-day period of request. The ALJ left the date open to any of the 28 days of February, as a result:

- Firstly, the language, “*In February of 2019,*” it does not allow for the establishment of a 10-day period of request. Instead, an open ended February has from the 1st to the 28th in days. Of course, any of those days could be used. The role of the ALJ was to substantiate the facts and to reach conclusions of the law. Without a beginning specific date, of course, the 10-day period of request could not possibly be established. Initial Complaint was mailed on or about March 14, 2019, see April 10, 2019, Interim Order Setting Resolution Conference. PA PUC received pleadings as early as April 12, 15 and an electronic filing on April 17, 2019, occurred. Since Complainant complained beginning, February 22, 2019, when problems began with the landline. See April 17th, pleading filed with the PA PUC and sent to Verizon.
- Secondly, Verizon's *History Trouble Log* clearly reported February 15, 2019, Complainant had landline telephone problems and
- Thirdly, Verizon was called March 11, 2019. Complainant used a cell phone to report problems that caused the Stroud Police visit the home on Sunday, March 10, 2019, due to a dropped 9/11 call not made by Complainant or any family member. Filed with the May 2, 2019, Motion for Reconsideration of Interim Order Based on New Evidence Follow Up, pages 9 through 15, Complainant provided to the PA PUC and Verizon was the receipt of **Right to Know evidence obtained from the Strouds Police**. All three of the Stroud Police reports clearly stated, “March 10, 2019, a 911 call was made and dropped at

Complainants phone; on pages 13 through 15 the police reports stated, “Officer Dean Eillenberger contacted Florence Chailla who confirmed trouble with the landline; and that Officer spoke with a Florence Chailla in reference to her contacting Verizon to rectify an issue she was having with her phone yesterday.”

Further, by, certified mail Tracking Number: 70172400000101813423 via USPS to PA PUC, Complainant informed Verizon by email, that:

From: Dr. Optatus Chailla <dr.chailla@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. Chailla

[Dr. Optatus Chailla <dr.chailla@yahoo.com>](mailto:dr.chailla@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. Chailla
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 Tuesday, March 12, 2019 there was virtually no DSL due to interruptions in service warranting a credit. the following the frequent

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 _____END EMAIL

- ALJ found, “March 22, 2019, no further communications about problems services from Complainant.” ALJ is not correct. Given the six subsequent pleadings filed on April 17, May 2, June 3rd, 5th 6th, and 11th pleadings filed with the PA PUC, there were many more communications made formally. Continue to email to informally solve issues with Verizon that received no meaningful attention, that is until the formal complaint was filed, albeit 68-days later on May 23, 2019.
- AJL made several incorrect usage of the date - **April 9, 2019**. In seven instances and separate FINDINGS OF FACT in Items 31, 34, 35, 36, 37, 38 and 30 occasions - see page 6, yet that date is incorrect.
- ALJ mis-paraphrased Verizon’s *History Trouble Log* exhibit as referenced above, i.e., Page 3 Items 11 - 12, Items 15 - 16 and Item 23, page 5 and
- More at issue, despite the Order closed the record of evidence on June 13, 2019, there appears to be a complete disregard of all Complainant’s filed pleadings with the PA PUC. Further the 40 listed items, 36-listed items were difficult to follow and correct.

Attempts to identify the flow of the Conclusions of Law and the FINDINGS OF FACT in this initial decision required going backward, forward and consolidation of groups to address issues and clear up misconceptions.

Conclusions of Law arise from the "basic" facts contained in the ALJs Findings of Fact. They are the "ultimate" facts on which ALJs base their decisions. Theoretically, all readers of the decision should be able to see clear connections between the Findings of

Fact and the Conclusions of Law.³ By simply juxtaposing one Conclusion to another, the writer of these Conclusions either assumes readers can easily see how they are interconnected or obligates readers to make the connections on their own. Depending on their patience and resourcefulness, some readers may succeed, but they will have to make a concerted effort.

In this instance, some of the facts used were wrong, the dates were wrong and the language was inaccurate requiring scrutinizing review to rebut and identify the exceptions to the FINDING OF FACTS and to the Conclusions of Law.

The correlation between the FINDING OF FACTS and the Conclusions of Law do not support each other. The facts are incorrect because the problem was at all time outside of Complainant's home, not inside as the ALJ alludes. All three of Verizon's personnel - Analyst, local Manager and its Counsel - all agree that outage occurred outside of Complainant's home. Analysts: April 29, 2019 email stated correction and adjustment would be made to bill for **out of service periods**. Local Manager during the June 13, 2019, hearing he testified regarding the cause of the **out of service** was an electrical short found in Verizon's equipment affixed outside of Complainant's home. He further testified that, it is probable that the wet weather caused the shortage. Further counsel on June 4, 2019, via her email, she admitted that. "they via their facilities made the June 3, 2019 effort to resolve the ongoing out of service outages 'WITHOUT DISTURBING YOU. She continued, 'she was told the problem was solved and to let her know if the landline telephone and DSL was working.'"

How, using what logic, law or reason can an ALJ find the burden was not carried using a mere preponderance of the evidence, using substantial evidence when three personnel at Verizon corroborated the facts, complaints and issues raised by Complainant?

Therefore, Complainant requests that all 40 of ALJ's FINDINGS OF FACT and Conclusions of Law not be adopted by the Commission.

³ "The ultimate finding is a conclusion of law or at least a determination of a mixed question of law and fact." **ALDISERT**, supra note 4, at 55 (quoting *Helvering v. Tex- Penn Oil Col*, 300 US. 481, 491 (1937)). "[The findings of fact required by statutes] are usually called 'basic' facts, the conclusions 'ultimate' facts. The distinction was explained in a federal case as follows: (1) from consideration of the evidence consideration, a determination of facts of a basic or underlying nature must be reached; (2) from these basic facts the ultimate facts, *usually in the language of the statute*, are to be inferred." **BERNARD Schwartz, Administrative Law §7.28**, at 457 (3rd ed. 1991) (referring to *Saginaw BroadcastingCo. v. FCC*, 96 F.2d 554 (D.C. Cir. 1938), cert. denied, 305 U.S. 613 (1938). (emphasis added).

I. DETAIL EXCEPTION WITH INITIAL DECISION - OUTAGES

A. Outages timeline was established, via *Verizon Log, Verizon's Email of April 29, 2019, Stroud Police three Reports and Complainant's 12 Filed Pleadings*

February 15, 2019, till May 23, 2019, it is proof that Verizon Pennsylvania, LLC did not take the problems experienced with Complainant's landline and DSL seriously until May 23, 2019. It alleged that was when it became aware of the filings made to the PA PUC. On May 23, 2019, a 81-day period consisted of days without services not provided at the level Pennsylvania Broadband law required for consumers. The law requires within 10-days of request service should be provided. February 22, 2019, Complainant requested Broadband service from Verizon Pennsylvania, DSL degraded and non-existent service began working consistently on April 22, 2019, as testified by Complainant's witness.

AJL in support of ILEC' found that

“Sec. 3014 Network modernization plan (b) Options for amendment of network modernization plan — Local exchange telecommunications companies shall have the following options (5) a local exchange telecommunication company that elects under paragraph (1), (2) or (3) may amend its network modernization plan to extend the period of time within which broadband service must be made available to a consumer up to 10 business days after the customer's request for broadband service.”

Pro-ILEC Sec 3014' 10-business days that may be extended, it is argued that extensions to 54-days for DSL would be excessive by any standards.

ALJ heard testimony at the hearing of the length of the outage under oath. At no time did Complainant or his witness lie about the problems experienced. Despite the truthful testimony, it appears that their efforts have been belittled and disregarded in their effort to solve knotty problems with receipt of broadband and telephone landline services by an ALJ who appears not to be impartial, but biased.

Complainant met his burden. Not reviewing any of the pleadings, marshaling the facts and deciding the issues raised objectively would make it appear Complainant did not meet his burden; however, the testimony supported by proofs submitted in 10 filings to PA PUC, it is believed none were considered and not to have been used, reviewed or relied upon to support issues and problems Complainant experienced with both landline telephone service and broadband from Verizon Pennsylvania, LLC.

ALJ stated he did not receive the Summary Judgment Motion of Complainant. However, Complainant's wife-witness called the ALJ's office in inquired why the hearing was being held since that motion was filed and was joined by that of Verizon Pennsylvania, LLC who filed its papers on June 5, 2019. This belief is further supported by the ALJ's Discussion,

“ Page 13, Para. 3 February 22, 2019 and June 4, 2019, is not corroborated by any additional evidence of record in this matter.”

Assuming the ALJ failed to review any documents submitted to the PA PUC before June 13, 2019, this includes the Summary Judgment Motion and Follow up Motion filed by Complainant were reviewed. Yet he did review and also referred to that of Verizon Pennsylvania, LLC, which was also late.

Four items corroborate that Complainant carried his burden regarding the outage:

Verizon's, log submitted June 5, 2019,
Verizon's April 29, 2019 email,
Stroud Police visit of March 10, 2019 and
Seven filings Complainant made to the PA PUC from 4/17 thru 6/11/19

A. VERIZON'S TROUBLE HISTORY LOG

Log attached to Verizon's June 5, 2019, motion shows that there were problems with the telephone and DSL beginning February 15, 2019, and that continued until June 3, 2019.

Verizon's own log corroborated the testimony given by Complainant's witness that as early as February 22, 2019, through June 3, 2019, the problems existed and persisted with the landline and DSL service.

From February 15, 2019, till June 3, 2019, there are 12 entries all of which is evidence of months of problems with both the landline and the DSL service provided by Verizon, Pennsylvania, LLC.

B. April 29, 2019 Verizon's Analysts letter Admits Out of Service Refund

April 29, 2019, in response to Complainants return voice mail message, Verizon's Analyst wrote:

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.**” (1)

The language, “once the repair is complete”, clearly that phrase implies that something was broken or not working as intended.. He further stated, “***I will have your account adjusted for the time out of service.***” This supports that there was an outage of service. Verizon’s log and its Analysts’ April 29, 2019, email supports there were outages of the landline telephone and DSL beginning February 15, 2019 that continued through to at that time April 29, 2019. Continuing with the log, it shows that beyond April 29, 2019 problems continued with the landline telephone were still not corrected until June 3, 2019.

C. Strouds Police Visit of March 10, 2019, and three reports supports Outage

Complainant’s filed May 2, 2019, Motion for Reconsideration of Interim Order Based on New Evidence, therein he provided the PA PUC with the actual Stroud Police reports - three reports see pages 9 through 15 - that supported the outage of the landline telephone the occurred March 10, 2019, and continued until June 4, 2019.

Additionally, evidence is the visit of the Stroud Police of March 10, 2019, was not disputed by Verizon.

What other credible evidence would an ALJ need when the credibility of the facts are borne out by the Respondent’s own log that factually shows there were ongoing problems with the landline telephone and DSL service. At no time did, Verizon object to the testimony regarding the outage for 97-days for the landline telephone or the DSL outage for 54-days as incredible as it may sound or appear.

Yet the ALJ says the outages are (a) not corroborated and (b) not credible. To conclude that the testimony was not credible, was not supported given Verizon’s log, then testimony given under oath and the filed pleadings taken as a whole is false; unless the ALJ is saying the witness was lying and sought to perjure her testimony. To find such, similarly the ALJ would have to concurrently find that Verizon Pennsylvania, LLC log was also a material fabricated or manufactured document since they produced the log that showed problems existed with Complainant’s landline telephone and DSL from February 15, 2019, through June 3, 2019. Since that has not been shown the other would be the ALJ is biased against Complainant without reason or justification given the facts and pleadings of record from both Complainant and Respondent.

II. COMPLAINANT JUSTIFICATION FOR EXCEPTIONS

Item #4 - In February of 2019, the Complainant reported miscellaneous troubles with his service to the Respondent and was referred to Respondent's business to address those issues.

ALJ found Complainant failed to carry his burden of no Broadband service. However, the Initial Decision failed to identify the specific date of Complainant's request.

The ALJ found in "February of 2019, a request was made." '*February 2019*' allows for any of the 28-days in that month to be used. The ALJ did not support his findings of fact that Complainant did not carry his burden of no Broadband service and therefore takes exception to #4's findings. Complainant's evidence filed with the PA PUC showed that he:

1. Requested Broadband Internet service on February 22, 2019. See filed Motion for Reconsideration of Interim Order filed April 25, 2019, page 7, 2nd P - "February 22, 2019."
2. Further, he established that Broadband service was not provided within 10-days as required by Pennsylvania law. See filed Motion for Reconsideration of Interim Order filed April 25, 2019, page 7, 2nd P . . . till today April 22, 2019, the Verizon Pennsylvania LLC has not provided the statutory required Broadband service.

February 22, through April 22, 2019, total 64-days consecutively passed without Broadband Internet service as testified to under oath.

April 17, 2019, Apple computer desktop screen shots and router inoperability photos were submitted to the PA PUC and Verizon's counsel. They included eight attachments that covered April 15 through 17, 2019:

1 and 2 April 17, 2019, screen shots of the Apple Desktop computer system dated April 16, 2019, 8:09 a.m. today Safari can't find server; from 8:00 till 12:13 p.m. the Verizon router flashed red.

3 and 4 April 16, 2019, at 1:48 p.m. Safari Can't Find Server; April 16, 2:10 p.m. Safari Can't Find Server

5 and 6 April 16, 2019, 3:00 p.m. onward, the Safari Can't Find Server.
April 15, 2019, Safari Cant' Find Server.

7 and 8 April 15, 2019, this is what the Verizon Router showed, -
flashed red; at 8:00 a.m. Verizon's Router still flashed red.

Item #6 - FINDING OF FACT 'Complainant reported that he was experiencing static and buzzing on his phone line and that 911 had been dispatched to his home despite the Complainant not placing a call to 911.

Complainant affirmed under oath in the filed Motion for Reconsideration of Interim Order Based on New Evidence Follow Up certified in section III, page 7 that,

"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 have occurred by Verizon's first e-filed PUC document. Substantiated by the reports of the Stroud Regional Police, there were three instances and three reports attached to confirm 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. - filed with the PA PUC on May 2, 2019."

Reviewing the time period of inoperative internet and telephone service from Verizon Pennsylvania, LLC, Complainant supported no service after 10-days of his request; that is February 22, 2019 and 10 days thereafter would be Monday, March 4, 2019; if the 10-days is based on working days than the due date would have been Friday March 8. Yet, evidence supports Sunday, March 10 the telephone was not working and the filed Exhibits submitted to the PA PUC in support of facts and evidence that Stroud Regional Police visited Complainant's home on Sunday, March 10, 2019 were:

Exhibit 1

- a. Right to Know Response Form which was granted, page 9 identified as SERVICE CALL - 911 HANG UP
- b. Incident reports:

(i) pages 10 - 11 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.

(ii) pages 12 - 13 at 10:51 a.m. on Sunday March 10, 2019, Officer Dean Eilenberger - 25 Garden Street. Made contact with a Florence Chailla who confirmed trouble with the landline.

(iii) pages 14 - 15. March 11, 2019, 25 Garden Street. Spoke with Florence Chailla in reference to her contacting Verizon to rectify an issue she was having with her phone yesterday.

DATES AND FACTS NOT MARSHALED

Of the ALJ's 40 FINDINGS OF FACT, has seven (7) facts that relied upon an April 9, 2019, date.

There were no facts raised at the hearing that relied upon, mentioned or used the April 9, 2019 date. There were no facts testified to regarding an April 9th date at the hearing. There were no documents submitted into the PA PUC by Complainant or Respondent that used an April 9, 2019, date.

There were no statements made regarding the bill, bill cramming or otherwise that occurred on April 9, 2019.

In the PA PUC Interim Order Exhibits item #2 disputed 14 bills from Verizon:

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.” (1)**

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
O 267 768 6117
900 Race Street
5th Floor
Philadelphia, PA 19107

PAYMENT OF \$75.00, WAS RESOLVED JUNE 21, 2019

ALJ FINDING OF FACT found, "The Complainant never contacted Respondent's witness thereafter. . . ." This finding is untrue. Respondent was contacted April 17, May 2, June 3, 5, 7 and June 11, 2019, regarding the billing and continued service outages.

Unlike the finding of the ALJ, the outstanding payment for the \$75.00 was resolved in an email to Verizon on June 21, 2019. To solve, an investigation with the bank and Complainant was required. Once received, the resolution was shown below:

Florence Parker <thebusiness2@yahoo.com>
To: Suzan D. Paiva, A. R. Tibbs Jr

Jun 21 at 3:52 PM

Dear Ms. Paiva and Mr. Tibbs, Jr.,

Please see the attached.

Know also the investigation into the payment of \$75.00 was initially authorized through our bill payment as have other payments made to Verizon for telephone service; however, due to the consistent interruption in DSL and landline telephone service that payment was in fact cancelled. The bank returned the funds to our account. More so, Mr. Tibbs' April 29, 2019, email states, "once the repair is complete, I will have your account adjusted for the time out of service". With the pending decision of ALJ Benjamin Myers of the PAPUC the adjustment must await that outcome.

This should settle that issue.

Regards,

Florence R. Parker Chailla

- PAPUC verziondrive LL outage 06212019.pdf
8.2MB _____ End of Email

IN SUMMARY

The timeline for the outage of the landline and DSL service from Verizon Pennsylvania, LLC was established by the plethora of evidence, with several

exhibits coming from Verizon and others from the Strouds Police and in 10 Complainants filed pleadings.

III. CRAMMED BILLS REMAINS UNEXPLAINED DESPITE AN APRIL 29, 2019, ATTEMPT, 14 RAISED ISSUES WERE NOT EXPLAINED

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.

At no time did Verizon obtain consent from Complainant before he was billed for the 14-disputed charges shown on Exhibit 3 Table A shown below.

Further, to date, those charges have not been explained contrary to the findings of the ALJ.

With regard to bill cramming, the matter remains outstanding and it has been continuously disputed. As shown below, contrary to the findings of the ALJ no explanation was offered for all 14-disputed bills. For the four items it mentioned, no explanation was given as shown on the detailed review provided below.

A. Detailed Analysis of Verizon’s Non-Explanations

Complainant raised 14-bills that were not explained. Verizon’s April 29, 2019, email did not address these specific bills. It instead commented on other issues not raised by Complainant. Exhibit 3 Table A above identified 14 specific charged that it was

requested to explain. April 29, 2019, Verizon did discuss bills; however, upon close review it did not address the specific 14 referenced above.

B. Comparison of Complainant’s Dispute vs. Verizon’s Explanation

Comparison of what Complainant asked to be explained vs. what Verizon Pennsylvania, LLC discussed are:

Complainant Asked and Not Answered vs. Verizon Answered

- | | | |
|-----------------------------|-----|--|
| | 1. | |
| | 2. | |
| | 3. | |
| 4. Fees and other charges | | 4. Still, what are the fees and other charges for what? |
| 5. Freedom Essentials | | 5. Freedom Essentials was not discussed at time of order |
| | 6. | |
| | 7. | |
| | 8. | |
| | 9. | |
| 10. retroactive DSL billing | | 10. DSL did not worked for 54-days from 2/22/19 through 4/29/19 and beyond, why bill retroactively for services not provided |
| 11. | | 11. No reason given why billings for Freedom Essentials when it was not ordered at the time of purchase. |
| | 12. | |
| | 13. | |
| | 14. | |

Of the 14 bill cramming disputed bills Complainant raised, it may appear that Verizon Pennsylvania LLC answer four items. It did not.

The four items it answered - 4, 5, 10 and 11 - did not explain why bills were charged. It did state it was given consent to charge bills. It did not explain why the bill was changed when the service purchased was not authorized. It did not explain how it

billed when it failed to provide for 54-days of DSL and 97-days of landline telephone services. It did not state that the Complainant ordered the services being billed at the time of his order on February 22, 2019. Therefore, of the 14-items raised, Verizon Pennsylvania, LLC has not answered any of the 14-items raised. Further all 14-items were continuously disputed by Complainant. See PA PUC filings dated May 3, June 3, 5, 6 and 11, 2019.

Exhibit 3 TABLE A Summary of Crammed Fraud & Misrepresented bills of 2019 from Exh. 5			
No.	EXHIBIT NO	CHARGE(S)	NOT AUTHORIZED- OR NO SERVICE PROVIDED BY VERIZON PA, LLC
1	Exh. 5, pg 36	\$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 36	\$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 36	\$18.82	Requested Change in Service for what?
4	Exh. 5, pg 36	\$31.85	Fees & Other Charges, for what?
5	Exh. 5, pg. 37	\$29.99	Verizon Freedom Essentials was not Ordered - DSL was Ordered; no discussion was had regarding Freedom Essentials.
6	Exh. 5, pg. 37	\$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 37	\$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. 37	\$29.99	No activation fee was discussed at the time of Ordering DSL.
9	Exh. 5, pg. 37	\$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. 37	\$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. 37	\$12.00	Verizon Freedom Essentials was not Ordered. It should not have been installed on 2/20.
12	Exh. 5 pg 39	\$25.00	High Speed Internet 2 yr pricing did not work 4/4
13	Exh. 5 pg 39	\$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 39	\$14.06	Verizon Surcharges & Fees

ALJ recognizes that Complainant has acted to alert Verizon Pennsylvania, LLC of the crammed bills required of 52 Pa. Code Sec. 64.23. SLAMMING. He also identified that upon contact from a consumer alleging that cramming has occurred on the bill rendered to the customer by the ILEC, the ILEC shall do the following:

(1) Identify the charges, and clarify that the customer’s complaint is that the customer did not authorize the charges or order or use the services or products associated with the charges.

However, the ALJ then stated, “at no time did Complainant contact the Respondent regarding the charges or indicate that he was unsatisfied with the explanation he had received.” This is untrue. After the April 29, 2019, email; Complainant continued to dispute the bill via PA PUC filings that occurred on May 2, June 3, 5, 7, and 11/2019 - See Evidence of PA PUC filings.

Complainant did receive the April 29, 2019, email from Verizon’s Mr. Tibbs, Jr. However, none of the 10 or the four answers provided were explanations of the charges.

Rather, Verizon simply stated that they were charges or reasons it charged customers in general. There was no specific information provided to Complainant that

explained why he was charged with the 14 items raised in Exhibit 3 on Table A that was provided to the PA PUC, the ALJ and in subsequent filings pre and post hearing.

It should be noticed that both the law and ALJ are silent on how many times a Complainant must dispute a crammed bill, two, three or four times before for warrants an explanation. Absent such guidance that would lead a reasonably prudent person to understand why an ILEC charged a customer, especially in this instance when:

(a) telephone service was not authorized, but was installed

(b) fees associated with unauthorized telephone service was not agreed upon at the time of order, or why it remains and is continuously charged for a proceeding months thereafter without and adjusted change or reasonable explanation.

(c) Verizon charged, i.e., '**fees and other charges.**' By its description - fees and other charges - an explanation is required to understand what those items are, what are they associated with and which of the two services purchased, i.e., telephone or DSL, warranted 'fees and other charges.' Without an explanation, nonetheless Verizon Pennsylvania, LLC charged Complainant monthly for the same items. Yet as a recognized ILEC, Verizon Pennsylvania, LLC failed to explain why those charges applied to Complainant for these specific transactions.

(d) Lastly, upon what legitimate basis does a broadband service charge a customer unauthorized charges for services, then it fails to provide the service without interruption for 54 days for a DSL; when Pennsylvania law requires it be in place within 10-days of request and telephone service does not work for 97-days; all of which was testified to by Complainant's witness without objection from Verizon Pennsylvania, LLC. In fact the same was corroborated by Verizon's own Analyst, local Manager and Counsel Pavia's statements and testimony.

IN SUMMARY

Crammed bills were not addressed by Verizon, not by Pennsylvania or by FCC standards. See Motion for Reconsideration of April 10, 2019 Order - Not Beneficial for Public, page 13] and filed Summary Judgment Motion June 11, 2019, see page 5 Table Illustration of No Landline or DSL service for 54 days and 97-days respectively.

No reasonable business and legitimate communication and internet service access justification exists in this matter can be stated to bill and continuously bill customers when services contracted were not provided, were not authorized at the time of purchase, were not used and were not explained to support their allocation. Costs for communication and internet services are paid when rendered, not otherwise, except to cheat consumers.

IN CONCLUSION

The Initial Decision of August 26, 2019, by the ALJ did not identify the FINDING OF FACTS and Conclusions of Law that addressed the Complainant's landline and DSL outages. Additionally, the Initial Decision of the ALJ did not marshal the FINDING OF FACTS and Conclusions of Law that addressed Verizon's bill cramming to the satisfaction of Complainant by either Pennsylvania nor FCC laws.

Therefore, Complainant respectfully requests that the Initial Decision of the ALJ not adopted by the Commission for the foregoing reasons based on the evidence, testimony and facts to the contrary.

Respectfully submitted

September 12, 2019

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EVIDENCE OF PA PUC FILINGS

My Filings

This page displays all your filings you have previously started or submitted. By clicking on the + button located to the left of each filing, you can view the documents for that particular filing. Clicking on the column headings will sort the list by that value. Clicking on the same column heading again, will sort the list in the reverse order.

[Redacted]	
[Redacted]	[Redacted]
Not Submitted	The electronic submission has not been submitted to the PA PUC.
In Process	The electronic submission has been received. The filing is being reviewed for conformance with the filing requirements set in 52 PA. Code CH. 1,3, and 5, including payment of the appropriate filing fee (if applicable).
Accepted	The submittal met the filing requirements, the proper fee was paid (if applicable), and the filing was forwarded to the appropriate bureau for any required action. The assigned bureau may recommend the filing be rejected if subsequent regulatory and/or procedural requirements are not met.
Rejected	The submittal did not meet the filing requirements, please see the 'Rejected Reason' for additional information.

<u>Date Created</u>	<u>Date Filed</u>	<u>eFiling Confirmation #</u>	<u>ePay Confirmation #</u>	<u>Created By</u>	
6/21/2019	6/21/2019	1808978		Chailla2019	
6/11/2019	6/11/2019	1807433		Chailla2019	
6/7/2019	6/10/2019	1807043		Chailla2019	
6/5/2019	6/5/2019	1806605		Chailla2019	
6/3/2019	6/3/2019	1806215		Chailla2019	
6/3/2019				Chailla2019	Load Remove
5/2/2019	5/2/2019	1801529		Chailla2019	
4/25/2019	4/25/2019	1800281		Chailla2019	
4/25/2019				Chailla2019	Load Remove
4/17/2019	4/17/2019	1798925		Chailla2019	