

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pamela Arnold	:	
	:	
v.	:	C-2019-3014304
	:	
Verizon North LLC	:	

**INITIAL DECISION**

Before  
Dennis J. Buckley  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision sustains in part and dismisses in part the formal Complaint filed on November 7, 2019, by Pamela Arnold (Complainant) against Verizon North LLC<sup>1</sup> (Verizon), alleging that Verizon failed to provide reasonable and adequate service. As a result of the violations of the Public Utility Code, a total civil penalty of \$34,500 is imposed.

**HISTORY OF THE PROCEEDING**

On November 7, 2019, Pamela Arnold filed a formal Complaint alleging that Verizon had failed to provide reasonable and adequate service with respect to transfers of service in May, 2019 (the move order), and again in September, 2019. Complainant alleged that Verizon failed to accomplish the transfers of service between residences in a timely and competent fashion. Complainant also alleged that Verizon failed to communicate effectively

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<sup>1</sup> The Commission initially captioned this case with Verizon Pennsylvania LLC as the Respondent. In its Answer to the formal Complaint, Verizon states that Complainant's residential service is with Verizon North LLC; hence, the original case caption was incorrect and has been corrected.

with her, failed to show up for scheduled appointments, and repeatedly lied to her and was put off by Verizon employees when she tried to have Verizon correct the situation.

On December 4, 2019, Verizon filed an Answer in which it admitted to errors in executing the move orders and asked that this matter be referred to the Commission's Mediation Unit.

On December 5, 2019, Chief Administrative Law Judge Charles E. Rainey, Jr., issued an Interim Order referring this matter to mediation. The attempt to resolve the Complaint through mediation was ultimately not successful.

On February 12, 2020, a hearing Notice was issued setting a formal telephonic hearing in this matter for March 21, 2020.

On February 26, 2020, I issued a prehearing Order which, *inter alia*, provided various procedures that would be applicable to the hearing.

On March 17, 2020, a hearing cancellation Notice was issued due to the closure of the Commission's Harrisburg office as a result of the COVID-19 pandemic.<sup>2</sup>

After several more cancellations and re-schedulings, this case was heard telephonically on June 10, 2020. Complainant appeared *pro se* and presented testimony in support of her Complaint. Verizon was represented by Suzan Paiva, Esquire, who presented the testimony of Lisa Morse, Verizon's Manager of State Government Affairs. A 52-page transcript was filed with the Secretary of the Commission on June 30, 2020. The record closed on that date.

On June 10, 2020, Complainant contacted me by email and informally moved to reopen the record for the receipt of additional testimony.

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<sup>2</sup> The Commission's offices were closed beginning on March 16, 2020, pursuant to an Executive Order issued by the Pennsylvania Deputy Secretary for Human Resources and Management in response to the COVID-19 pandemic. However, the Commission has continued working remotely.

On June 15, 2020, after a discussion between the parties, Complainant renewed her request which I accepted for determination as a Motion to Reopen the Record.

On July 10, 2020, Verizon objected to the Motion via email.

On July 14, 2020, Complainant replied to Verizon's objection via email.

On July 16, 2020, at my direction, Complainant provided me with a summary of proposed testimony and exhibits related to her Motion.

On July 20, 2020, I issued an Order denying Complainant's Motion to Reopen the Record. The case is now ready for adjudication.

#### FINDINGS OF FACT

1. Complainant in this case is Pamela Arnold.
2. Respondent in this case is Verizon North LLC, which provides telephone and retail Internet service to the Complainant's residence.
3. Complainant's current service address is 166 Lester Road, Equinunk, Pennsylvania, 18417. Tr. at 5.
4. Complainant moved to 166 Lester Road in 2017, but at the time a mobile home was on the lot. Tr. at 6.
5. In April, 2019, while a new modular home was being constructed at 166 Lester Road, Complainant relocated to an adjoining lot which Complainant and her husband also owned at 148 Lester Road, which address required the installation of a new phone line. Tr. at 6, 25.

6. Service at 166 Lester Road was discontinued on May 23, 2019. Tr. at 6-7.

7. Verizon and Complainant agreed that new service was needed at 148 Lester Road, but service was not installed there because the Verizon move order showed the new service as being connected at 166 Lester Road. Tr. at 7-8.

8. Complainant had scheduled an appointment with Verizon for May 24, 2019, between 1:00 p.m. and 5:00 p.m. to have telephone service switched from 166 Lester Road to 148 Lester Road. Tr. at 7.

9. On May 24, 2019, at approximately 5:00 p.m., Complainant called Verizon because her service was not connected at 148 Lester Road as scheduled; Verizon advised Complainant that a Verizon technician was dispatched and would be at 148 Lester Road by 6:00 p.m., even though Verizon originally advised Complainant the switch would be done remotely. Tr. at 7.

10. On May 24, 2019, shortly after 6:00 p.m., since a Verizon technician did not arrive at 148 Lester Road, Complainant called Verizon again; Verizon told Complainant that a Verizon technician “was on his way.” Tr. at 7.

11. On May 24, 2019, at 7:00 p.m., since a Verizon technician did not arrive at 148 Lester Road, Complainant called Verizon again and was told that no Verizon technician would be there. Tr. at 7.

12. On May 24, 2019, contrary to Complainant’s request, service was not installed at 148 Lester Road but service at 166 Lester Road was discontinued. Tr. at 8-9.

13. On May 24, 2019, service was not available at either address. Tr. at 9.

14. During the following weeks, Complainant was compelled to drive 15 minutes one way to a restaurant parking lot to use her cell phone to communicate while Verizon

continued in its assumption, based on an incorrect move order, that service was to be activated at 166 Lester Road. Tr. 9.

15. On or around June 7, 2019, service was connected at 148 Lester Road. Tr. at 10-11, 35.

16. In August, 2019, Complainant contacted Verizon to make preliminary arrangements for transfer of service from 148 Lester Road back to 166 Lester Road. Tr. at 12.

17. During the first week of September, 2019, Complainant again contacted Verizon to arrange for the transfer of service from 148 Lester Road to 166 Lester Road. Tr. at 13.

18. After many calls back and forth with Verizon employees, September 24, 2019, was established as the connection date for service at 166 Lester Road. Tr. at 16-17.

19. On September 24, 2019, a Verizon technician arrived and attempted to connect service at 166 Lester Road but was unable to do so because of a technical issue connecting service to the network as well as problems still existing due to the address issue in the original May-June transfer order. Tr. at 17; Verizon Answer at ¶ 4.

20. On September 24, 2019, after the Verizon technician could not connect service at 166 Lester Road, he advised Complainant that another Verizon technician will “probably come later” in the day to fix it; no Verizon technician arrived that day. Tr. at 17.

21. On October 2, 2019, service was re-established at 166 Lester Road. Tr. at 18, 36.

22. No recordings of the calls between Complainant and Verizon representatives during the period from May through October, 2019 are available because Verizon does not retain recordings beyond thirty (30) days. Tr. at 29-30.

23. Verizon concurs that the records that they do have support the timeline of events as described by Complainant on the record. Tr. at 31.

24. Verizon agrees that the original move order fell out of its “Optics” computer system resulting in the chain of events described by Complainant in her testimony. Tr. at 31-32.

25. Verizon ascribes the cause of the events relative to the transfer of service to human error by a customer service representative inputting the incorrect address for the transfer into its “Optics” order system in May, 2019. Tr. at 33.

26. In 2019, approximately 96 percent of the Verizon North orders did flow through accurately and on time, but 4 percent fell out for various reasons requiring completion of the order process by manual (i.e. human) intervention. Tr. at 34.

27. Over the period of time relevant to the dropped move order and the later reconnection of service at 166 Lester Road, Complainant was frustrated in her attempts to work with Verizon to address her issues because of long periods of time spent on hold, calls not returned when Complainant had been told that she would be called, and contradictory information from Verizon employees. Tr. at 10-18, 23.

28. Complainant’s account was credited approximately \$160 for the period from June to October, 2019. Tr. 37.

29. When a customer calls Verizon for a transfer of service, a service representative will access the Optics order system and obtain the required information from the customer such as where the customer is moving and the desired services for the new location.

30. The service representative will enter the customer’s new information in Optics and schedule a date both for the new service location and the disconnecting service location at. Tr. 32.

31. Once the order is submitted in Optics, it should flow through the necessary systems. Tr. at 32.

32. Once the order flows through all the necessary systems, the order will complete automatically without a technician unless, depending on the order, it is necessary for a technician to complete the order. Tr. at 32.

33. If there is some kind of error in the original order it “might” stop and “fall out” of the system. Tr. at 33.

34. The cause of the move order “falling out” in this case was human error in inputting an incorrect address. Tr. at 33.

35. Once the order is input into Optics it is not reviewed but is expected to automatically flow through the system depending on the service, ultimately reaching completion status whether it is an auto completion or a technician is required. Tr. at 41-42.

### DISCUSSION

As the proponent of a rule or order, a complainant bears the burden of proof pursuant to Section 332(a) of the Public Utility Code. 66 Pa. C.S. § 332(a). A complainant must conduct her case in conformity with the Commission’s procedural rules.

To satisfy her burden, the Complainant must demonstrate that Respondent was responsible for the problems alleged in her Complaint through a violation of the Public Utility Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence. 66 Pa. C.S. §701; *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa. PUC 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990) *alloc. den.*, 602 A.2d 863 (Pa. 1992). In addition, the Commission’s findings of fact must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to

support a conclusion. A mere “trace of evidence or a suspicion of the existence of a fact” is insufficient. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm’n*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied her burden of proof. The Complainant now has to provide some additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

The Complaint in this case deals with “move orders,” of telephone service between two addresses on Lester Road in Equinunk, Pennsylvania in May-June, 2019, and again in September-October, 2019. Additionally, the Complaint involves Complainant’s related communications (and attempted communications) with Verizon's employees. Specifically, the Complaint sets forth “incompetence,” and “failure to provide service,” as the basis of her Complaint against Verizon. Thus, this is a “quality of service” complaint implicating Section 1501 of the Public Utility Code which states, in pertinent part:

§ 1501. Character of service and facilities.

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. . . .

66 Pa. C.S. § 1501.

Complainant had the burden of proving that Verizon violated this section of the Code, and through her credible and uncontradicted testimony, Complainant met that burden. See, Findings of Fact Nos. 5-11, 13-14, 16-20, all of which are based on Complainant's testimony at the transcript pages cited. Verizon did not present a case in rebuttal but candidly agreed that the events surrounding the transfers of service took place as Complainant described in her testimony. See, Finding of Fact No. 24. Therefore, the Complaint will be sustained with respect to: (1) the untimely, inefficient, and inadequate transfers of Complainant's land line service in May and June, 2019, and in September-October, 2019, and (2) the Complainant's ongoing difficulties in communicating with Verizon, and securing consistent, timely and accurate information regarding her service on both occasions, as well as Verizon's failure to have a service technician arrive for scheduled appointments.

Extensive testimony was provided with respect to the May-June, 2019 transfer. I note that testimony from both Complainant and Verizon's witness with respect to the order and transfer of service back to 166 Lester Road in September-October, 2019 is less extensive, but the testimony of both witnesses is consistent with the summary of that transfer in Verizon's Answer to the Complaint, in which Verizon states:

Due to an addressing error on the initial service orders, Verizon ordering system wasn't allowing a new order to be written, which held up the transfer of her services back to 166 Lester Road. A service order was written to be completed on September 24, 2019. Facilities also needed to be extended to the new house that had been constructed at that location and additional work was needed to establish dial tone before connecting Ms. Arnold's telephone service on October 2, 2019. All services were installed and working; however, it was discovered that the DSL speed provided on the service order was not the Enhanced DSL she was receiving prior to the move to 166 Lester Road. An order was issued to change her internet plan to Enhanced and her account was credited for the difference.<sup>[3]</sup>

Verizon Answer at ¶ 4. This clarity is important because Complainant and Verizon have presented cases that treat the May-June transfer and the September-October, 2019 transfer as two orders, not one "to and from" event, a characterization with which I agree.

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<sup>3</sup> This is most likely the \$160 credit to Complainant's account referred to at page 37 of the hearing transcript.

Verizon did present limited testimony in mitigation, but I find the testimony in mitigation presented by Verizon’s witness unpersuasive, particularly with respect to the assertion that it is unlikely that such a “dropped order” problem would recur. Tr. at 35. That testimony was unpersuasive because while the witness ascribed the problem in this case to human error in inputting data into Verizon’s “Optics” order system, the witness also stated this was not a systemic problem. Tr. at 35. The operation of Verizon’s order system as a whole is Verizon’s responsibility, including the human component of the system. A problem is systemic if the system has a recurring problem regardless of the cause, human or technical. Clearly there is a systemic problem if problems occur at a four percent annual rate. Finding of Fact 21. Verizon’s “system” is not just the hardware of the Optics order system, it is also the humans that input data into Optics. The fact that there is no review of an entered order until it “drops out” of the system is also, “a systemic issue,” the consequences of which are reflected in this case.

Complainant also raised the issue of quality of service with respect to her Digital Subscriber Line (DSL) service, but Complainant did not provide sufficient evidence to prove that Verizon had provided inadequate or unreasonable service in that regard; therefore, this part of her Complaint will be dismissed. This leaves only the question of the appropriate sanction to be imposed by the Commission for the principle issue--that is, quality of service issues related to the move orders from one address to another.

Section 3301 of the Public Utility Code provides that if any public utility fails to comply with any Commission regulation, it shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day of violation. 66 Pa. C.S. § 3301. The Commonwealth Court of Pennsylvania has explained that, “[w]henver a penalty . . . is provided for the violation of a statute, such penalty . . . shall be construed to be for each such violation.”<sup>4</sup> To implement this section, the Commission has adopted standards that should be applied when imposing a civil penalty for violations of Commission directives and regulations. 52 Pa. Code § 69.1201. This Section provides:

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<sup>4</sup> *Newcomer Trucking, Inc. v. Pa. Pub. Util. Comm’n*, 531 A.2d 85, 86 (Pa.Cmwth. 1987) quoting the Statutory Construction Act, 1 Pa.C.S. § 1930, in interpreting Section 3301 of the Code. (*Newcomer*).

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

- (a) The Commission will consider specific factors and standards in evaluating litigated . . . cases involving violations of 66 Pa.C.S. (relating to the 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. . . .

\* \* \*

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

(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.

52 Pa. Code § 69.1201(a), (c).

Applying the factors in Section 69.1201, I find as follows:

(1) Verizon's conduct was of a serious nature in that it was not a technical error but was a human error compounded by the fact that once a Verizon service representative inputs an order into the order system, it is assumed to be correct and is not checked by further human intervention unless a problem occurs. 52 Pa. Code § 69.1201(c)(1).

(2) While no bodily injury or property loss occurred in this case, the failure to promptly correct and complete the move order created an ongoing and imminent safety threat during the period that Complainant was without service. I reach this conclusion because Complainant lives in a rural area, and her uncontradicted testimony is that she had to drive fifteen minutes from the service address to make a phone call.<sup>5</sup> As Complainant observed, the unnecessary loss of phone service created a serious safety risk. In other words, the loss of phone service when service was disconnected at 166 Lester Road but was not reconnected at 148 Lester Road for ten days was, in itself, a serious consequence. As the Commission stated, "[t]he denial of telephone service is a serious matter." *Miller v. Verizon North, Inc.*, Docket No. C-2009-2094937, p. 11 (Opinion and Order entered February 4, 2010) (*Miller*). 52 Pa. Code § 69.1201(c)(2).

(3) The conduct complained of was negligent, not only with respect to the incorrect data input but also because the order system Verizon uses assumes that the data input is

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<sup>5</sup> Tr. at 25.

correct and is not reviewed until a problem actually occurs. The fact that four percent of orders in 2019 experienced such problems is an issue not only for each customer affected, but in a system as large as Verizon's must relate to a substantial quantum, though I note that at hearing while Verizon provided a percentage, when questioned they could not produce that number. 52 Pa. Code § 69.1201(c)(3).

(4) Verizon's efforts to correct Complainant's problems were deficient and were directly related to a system Verizon has not made an effort to correct (the Optics system), accepting instead a four percent annual error rate. Verizon made no commitment at hearing to examine or to address this systemic issue. While Section 1501 of the Code does not require perfect service, the essential service that Verizon provides makes a four percent annual failure rate far more significant than it sounds, and I decline to accept that percentage as any sort of mitigating factor.<sup>6</sup> Likewise, Complainant's uncontradicted testimony with respect to the long wait times she experienced while calling Verizon, unreturned calls, missed appointments, and contradictory or incorrect information provided to Complainant by Verizon's employees reflects additional systemic issues which Verizon made no commitment to address. 52 Pa. Code § 69.1201(c)(4).<sup>7</sup>

(5) The number of customers affected was two: Complainant and her husband. The duration of the violation was fifteen (15) days from May 24, 2019, to June 7, 2019, and again from September 24, 2019, to October 2, 2019, for another eight (8) days, or twenty-three (23) days in total. 52 Pa. Code § 69.1201(c)(5).

(6) The compliance history of Verizon was not presented as evidence in this proceeding. 52 Pa. Code § 69.1201(c)(6).

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<sup>6</sup> Tr. at 42.

<sup>7</sup> Verizon's attitude towards this ratepayer was reflected at hearing when Verizon offered an apology to Complainant, but in response to an inquiry from the presiding officer as to whether any apology had been offered or a letter of apology sent earlier (i.e., prior to the filing of the formal Complaint), counsel for Verizon stated: "I believe we apologized in our Answer, but to my knowledge there is no separate letter, and by the way, we would be glad to send such a letter." Tr. at 49. As reflected in the pleadings associated with Complainant's Petition to Reopen the record, Verizon's belated apologies were not acceptable to the Complainant.

(7) There was no investigation attendant to this case. 52 Pa. Code § 69.1201(c)(7).

(8) With respect to deterrence (a sanction of sufficient weight to discourage the repetition of an event through fear of consequences), I do not think that it is possible to impose a monetary sanction on Verizon that would act as a deterrent given the facts of this case, because the amount of such a sanction would far exceed the “\$1,000 per incident, per day” rule. Rather, I think that the amount of the sanction should be what is appropriate in the estimation of the presiding officer when no argument about the amount of the penalty has been offered by the parties.<sup>8</sup> The calculation of a monetary sanction is \$1,000 per day, per incident, which in this case is \$23,000. I view each day that service problems existed as an “incident,” because the quality of service problem could have been (and should have been) corrected on any one of those days. This, however, is not the final amount of the civil penalty as aggravating circumstances will be discussed, below. 52 Pa. Code § 69.1201(c)(8).

(9) Verizon (like many large utilities) has been sanctioned by the Commission for violations of the Code and the regulations of the Commission. Guidance might be had for cases where serious consequences (such as loss of life or serious injury or gross negligence leading to catastrophic damage), but this is not such a case. While the violation of Section 1501 was serious, it is fortunate that more dire consequences did not occur. The measure of the sanction, here, is what is appropriate to the specifics of the case. The standard calculation of \$1,000 per day, per incident, is appropriate, as modified by other relevant factors discussed immediately below. 52 Pa. Code § 69.1201(c)(9).

(10) With respect to other relevant factors, Complainant alleged and testified with respect to what she termed as the, “incompetency” of Verizon employees in responding to her concerns and the sheer logistical difficulty of contacting Verizon. I accept Complainant’s credible and uncontradicted testimony in this regard. The lack of communication with and timely responses to Complainant, as well as missed appointments, as she tried repeatedly over the course of weeks in May and June of 2019, and again in September and October of 2019, to

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<sup>8</sup> This is not a criticism of Complainant, who is not attorney and is proceeding *pro se*.

have Verizon provide service is a significant quality of service failure in and of itself. While Complainant's testimony in this respect was lacking in precise details, it was detailed enough to warrant an increase in the civil penalty by an additional \$11,500 (or half of the already calculated \$23,000 imposed for failure to provide the actual telephone service) which results in a total penalty of \$34,500 dollars. 52 Pa. Code § 69.1201(c)(10).

Further, I find support for imposing separate civil penalties for the separate and distinct violations herein in prior cases. See, e.g., *Joseph v. Verizon Pa. LLC*, Docket No. C-2013-2344290 (Final Order entered April 22, 2014, adopting the ALJ's Initial Decision dated February 13, 2014) (wherein separate penalties were imposed for each of the three violations or incidents that Verizon violated Section 1501--namely, failure to provide the customer with accurate information, failure to timely and appropriate honor the customer's requests to terminate service, and failure to timely port the customer's telephone numbers). As the ALJ explained in *Joseph*, "[t]he failure by Verizon to complete such basic procedures in a reasonable amount of time, despite regular communication by Complainant, clearly renders the service unreasonable in violation of . . . § 1501". *Id.* at 16.<sup>9</sup>

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.

2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

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<sup>9</sup> Also see, *Newcomer, supra.*, wherein the Commonwealth Court rejected the utility company's argument that Section 3301 of the Code limits to \$1,000 the amount of the penalty the Commission can impose upon a violator of any single Code provision regardless of the numbers of violations committed.

Also see, *Miller, supra.*, wherein the Commission affirmed the ALJ's findings that Verizon North violated Section 1501 by refusing to replace the customer's defective underground service line on his property and by failing to treat the customer with courtesy with regard to his safety concerns related to the lack of telephone service.

Also, see, *Dezort v. Verizon Pa. Inc.*, Docket No. C-2009-2099508 (Opinion and Order entered May 7, 2010) wherein the Commission imposed a separate \$500 penalty for violation of Section 1501 where the Commission concluded that the failure of Verizon's technician to arrive as scheduled on one occasion was an "act of a serious nature".

3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 54, 70 A.2d 854 (1950).

4. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. 66 Pa. C.S. § 1501.

5. The Complainant met her burden of proof that Verizon North violated Section 1501 by failing to adequately, efficiently, and timely transfer her land line service in May and June, 2019 and in September-October, 2019. 66 Pa. C.S. § 332(a).

6. The Complainant met her burden of proof that Verizon North violated Section 1501 by failing to adequately communicate with Complainant regarding the transfer of her land line service in May and June, 2019 and in September-October, 2019, by failing to provide Complainant timely and accurate information regarding her service on both occasions, and by failing to have a service technician arrive for scheduled appointments

7. The Complainant did not meet her burden of proof that Verizon North violated Section 1501 respect to Complainant's allegations relative to Digital Subscriber Line service.

8. If any public utility subject to the Pennsylvania Public Utility Code shall violate any of the provision of the Code, the utility shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000 per day of violation. 66 Pa. C.S. § 3301.

9. The Commission will consider specific factors and standards in evaluating litigated . . . cases involving violations of 66 Pa.C.S. (relating to the 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. 52 Pa. Code § 69.1201.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Pamela Arnold against Verizon North LLC, at Docket No. C-2019-3014304 is hereby sustained in part as to the transfer of service between 148 Lester Road and 166 Lester Road and her difficulties in communicating with Verizon, but is denied in part with respect to allegations relative to Digital Subscriber Line service, consistent with this Initial Decision.

2. That Verizon North LLC, is directed to pay a civil penalty of \$34,500 by sending a certified check or money order payable to the Commonwealth of Pennsylvania, within thirty (30) days from the entry of the Final Commission Order to:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

3. That upon payment of the penalty, the Secretary shall mark this matter closed.

Date: September 25, 2020

/s/  
Dennis J. Buckley  
Administrative Law Judge