

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
BOARD**

Optatus N. Chaila,

Complainant

**CIVIL CONTEMPT
COMPLAINT**

vs.

Verizon of Pennsylvania, LLC.,

Respondent.

CIVIL CONTEMPT AND PERJURY COMPLAINT

**PAPUC BOARD'S ORDER OF MARCH 12, 2020
ENTERED MARCH 31, 2020 FOR CASE C-2019-3008691**

EXHIBITS

EXHIBIT 1 - PAPUC Board's Order of March 31, 2020

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held March 12, 2020

Commissioners Present:

Gladys Brown Dutricuille, Chairman
David W. Sweet, Vice Chairman
Andrew G. Place
John F. Coleman, Jr.
Ralph V. Yanora

Optatus Chailla

C-2019-3008691

v.

Verizon Pennsylvania LLC

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Optatus Chailla (Complainant) filed on September 12, 2019, to the Initial Decision (Initial Decision or I.D.) of Administrative Law Judge (ALJ) Benjamin J. Myers, issued on August 26, 2019.

Replies to Exceptions were filed by Verizon Pennsylvania LLC (Verizon PA or Respondent) on September 20, 2019. ALJ Myers' I.D. denies and dismisses the Formal Complaint against Verizon PA (Complaint) in its entirety. For the reasons stated below, we shall grant in part, and deny in part, the Exceptions of the Complainant and modify the ALJ's Initial Decision consistent with this Opinion and Order.

History of the Proceeding

On March 15, 2019, the Complainant filed the instant Complaint against Verizon PA alleging incorrect charges on his bill, reliability and quality of service issues, and invasion of privacy concerns. The Complainant averred that Verizon PA incorrectly charged him for digital subscriber line (xDSL) Internet-access service and for installing a phone jack. The Complainant also averred that Verizon PA provided service with poor quality and reliability, including a March 10, 2019, 911 call that the Complainant states was not made by anyone inside his house. Upon investigating the 911 call, the Complainant indicated that the dial tone on his telephone line was "scratchy static" sounding. The Complainant alleged that, on March 11-12, 2019, he confirmed that his telephone did not ring when called and that a Verizon PA technician repaired the line on March 12, 2019. Complaint at 3.

The Complainant further averred that Verizon PA added a shared drive to his computer (Verizon shared drive) without his permission and he is nervous about what the Verizon shared drive is collecting from his computer. The Complainant requested six items of relief from Verizon PA as follows: 1) removal of the Verizon shared drive; 2) an explanation of his bill; 3) an explanation of why a phone jack installation was not covered by a protection plan; 4) a potential payment

arrangement after seeing a breakdown of his March 2019 bill; 5) that Verizon PA provide assurance that his service is for regional calling and is at minimum lifeline service; and 6) that Verizon PA provide him with information on plans for senior citizens. Complaint at 2-4.

On April 8, 2019, Verizon PA filed an Answer to the Complaint (Answer) and requested that the case be placed in mediation. In its Answer, Verizon PA admitted and denied various averments of the Complaint. Verizon PA admitted that it provides telephone service to the Complainant. Verizon PA stated that, on March 12, 2019, a repair technician was sent to the Complainant's residence and that technician repaired the cable pair that provides service to the residence. However, Verizon PA denied that it had incorrectly billed the Complainant. Verizon PA also averred that it has been unsuccessful in reaching the Complainant to resolve all of the issues mentioned in the Complaint. Answer at 1-2.

On June 13, 2019, an evidentiary hearing was held. The Complainant appeared pro se and presented the testimony of one witness, Ms. Florence Chailla. At the hearing, the Complainant did not sponsor any exhibits. Verizon PA was represented by counsel and presented the testimony of two witnesses, who sponsored two exhibits. The transcript of this hearing contains eighty-nine pages. The record was closed on June 13, 2019.

In his Initial Decision, the ALJ denied and dismissed the Complaint. As noted, supra, the Complainant filed Exceptions on September 12, 2019. Verizon PA filed Replies to Exceptions on September 20, 2019.

Discussion

A. Legal Standards

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), alloc. denied, 602 A.2d 863 (Pa. 1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by Verizon PA. *SeLing Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 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 Complainant's evidence shifts to Verizon PA. If the evidence presented by Verizon PA is of co-equal value or "weight," the burden of proof has not been satisfied and the Complainant must provide some additional evidence to rebut that of the Respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), aff'd, 461 A.2d 1234 (Pa. 1983).

While the burden of going forward with the evidence 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Any argument or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); see also, generally, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

B. ALJ's Initial Decision

The ALJ made forty Findings of Fact and reached thirteen Conclusions of Law. I.D. at 2-7, 18-19. We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

As noted, *supra*, the ALJ denied and dismissed the Complaint and in so doing, discussed five issues raised by the Complainant's witness at the hearing: 1) the alleged bill cramming²; 2) the Complainant's right to receive broadband service within ten days of purchase; 3) the alleged violation of the Complainant's consumer protection rights under a TechSure Plus insurance plan; 4) the alleged invasion of the Complainant's privacy by Verizon PA; and 5) damages. The ALJ found the following issues raised by the Complainant outside of the Commission's

² 52 Pa. Code § 64.2. defines cramming as the submission or inclusion of unauthorized, misleading or deceptive charges for products or services on an end-user customer's local telephone bill.

jurisdiction: 1) consumer protection rights under a TechSure Plus insurance plan; 2) invasion of privacy by Verizon PA; and 3) damages. Additionally, the ALJ found that the Complainant did not meet his burden of proof that Verizon PA engaged in bill cramming or that Verizon PA failed to provide xDSL service to the Complainant within ten business days of purchase. I.D. at 7-8, 1112.

In addressing the cramming allegation, the ALJ pointed out the Complainant's witness testified to fourteen instances of alleged cramming and generally asserted the Complainant was being charged for a service plan more costly than the plan he believed he purchased. However, the ALJ also noted that, in response to the billing and cramming issues raised by the Complainant, Verizon PA's witness testified that he made numerous attempts to contact the Complainant. Further, the ALJ found the Complainant returned one of Verizon PA's calls, but was unsuccessful in reaching Verizon PA's witness and that the Complainant did not attempt any other contact with Verizon PA. Therefore, the ALJ concluded that Verizon PA was unable to answer the Complainant's billing and cramming questions via telephone. Furthermore, the ALJ also noted that Verizon PA's witness emailed the Complainant an explanation of each of the charges on the Complainant's bill and the Complainant's witness acknowledged receipt of this email. The ALJ concluded that the Complainant failed to provide any evidence that Verizon PA engaged in cramming and failed to meet his burden according to 52 Pa. Code § 64.23(a)(1). I.D. at 9-11.

The ALJ next addressed the Complainant's allegation that Verizon PA did not provide him with xDSL service within ten days of his request in violation of 66 Pa. C.S. § 3014(b)(5). According to the ALJ, the credible testimony and evidence presented by Verizon PA indicated that after the Complainant's xDSL

service was requested in February of 2019, the Complainant first reported only telephone service issues to Verizon PA on March 11, 2019. The ALJ thus ruled that the Complainant failed to provide evidence that Verizon PA did not provide the Complainant broadband service within ten days of his request. I.D. at 12.

The ALJ noted that Section 1501 of the Code, 66 Pa. C.S. § 1501, requires public utilities to provide reasonable and adequate service to its customers but does not require perfect or the best possible service. Viewing the Complaint in a broad sense, the ALJ considered that the Complainant has generally raised the allegation that Verizon PA failed to provide reasonable and adequate telephone and xDSL service in accordance with 66 Pa. C.S. § 1501. However, the ALJ opined that, while the Complainant may have experienced some issues with his telephone and xDSL service, he failed to demonstrate that these issues established unreasonable or inadequate service. In regard to this general service quality contention, the ALJ ruled the Complainant failed to meet his burden to show that Verizon PA did not provide reasonable and adequate service. I.D. at 12-13.

Additionally, the ALJ addressed several procedural and legal arguments made by the Complainant's witness. At the hearing, the ALJ asked the Complainant's witness if she is an attorney. She indicated that she has a law degree but was not licensed to practice law in Pennsylvania. I.D. at 15 (citing Tr. at 23-24). Accordingly, the ALJ explained that the witness was unable to provide legal representation to the Complainant. Nonetheless, the ALJ addressed the three procedural/legal issues the witness raised. The first issue involved an objection to the mediation report that was filed with the Commission on April 19, 2019. The ALJ ruled that the Complainant's objections to mediation was immaterial to the conduct of a hearing in this matter. The second procedural objection, filed on June 3, 2019, was that the June 13, 2019 hearing was actually a prehearing conference.

To this matter, the ALJ emphasized that the proceeding scheduled for June 13, 2019, was the initial hearing, not a prehearing conference and any claim otherwise was moot because no prehearing conference had been scheduled or was held. The ALJ ruled this objection moot since no prehearing was conducted. I.D. at 1516 (citing Tr. at 9-10).

The third issue argued by the Complainant's witness was that the Complainant had filed two motions for summary judgment on June 5, 2019, and June 10, 2019, neither of which had been ruled on prior to the hearing. The ALJ found several errors with regard to these motions. First, the motions were not appropriately served in accordance with the Commission's Regulations:

§ 1.54. Service by a party.

(a) Pleadings, submittals, briefs and other documents, filed in proceedings pending before the Commission shall be served upon parties in the proceeding and upon the presiding officer, if one has been assigned.

52 Pa. Code § 1.54(a). The ALJ found that the motions had been filed with the Commission's Secretary's Bureau but had not been served upon the presiding officer in the case. Additionally, the ALJ found that these motions failed to contain the necessary notices as required by the Commission's Regulations:

§ 5.102. Motions for summary judgment and judgment on the pleadings.

Generally. After the pleadings are closed, but within a time so that the hearing is not delayed, a party may move for judgment on the

pleadings or summary judgment. A motion must contain a notice which states that an answer or other responsive pleading shall be filed within 20 days of service of the motion.

52 Pa. Code § 5.102. The ALJ also ruled that the Complainant's motions were untimely. Finally, the ALJ observed that it was clear from the pleadings that there were numerous facts in dispute that would prevent the grant of a motion for summary judgment. Consequently, the ALJ dismissed the Complainant's filings that had been characterized as motions for summary judgment. I.D. at 16-18.

C. Exceptions and Replies to Exceptions

We note at the outset that the Exceptions of the Complainant are not in strict compliance with Section 5.533(b) of our Rules of Administrative Practice and Procedure, 52 Pa. Code § 5.533(b), which provides that:

(b) An exception shall be stated in specific, numbered paragraphs, 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 exception shall follow a specific exception.

We recognize, however, that the Complainant is appearing pro se in this proceeding. Traditionally, we have been hesitant to rule unfavorably against pro se litigants based on technical grounds. See, e.g., *Destefano v. Peoples Natural Gas Company*, 56 Pa. P.U.C. 489 (1982). We typically apply the liberal construction provisions of our Regulations, 52 Pa. Code § 1.2(a), to pro se litigants to ensure just, speedy, and inexpensive determinations of proceedings before the Commission. See, e.g., *Ditsious v. Pennsylvania Electric Co.*, Docket No. F-2011-2274306 (Order entered March 14, 2013). In our view, it is in the public

interest that all litigants, particularly pro se litigants, be afforded a meaningful opportunity to be heard. Therefore, we will consider the merits of the Complainant's Exceptions.

In its Replies to Exceptions, Verizon PA points out that the Exceptions blend issues and are not numbered and organized as required by our Regulations at 52 Pa. Code § 5.533(b). Nevertheless, Verizon PA identifies five general issues raised in the Complainant's Exceptions. We shall address the Complainant's Exceptions and Verizon PA's Replies to Exceptions as follows.

1. Evidence

In his Exceptions, the Complainant argues that the ALJ's Initial Decision did not take into consideration several evidentiary submissions made by the Complainant. These filings were submitted to the Commission before and after the hearing but were not offered into the record at the hearing. Exc. at 2. Specifically, the Complainant takes issue with the ALJ's Initial Decision, Ordering Paragraph No. 2, which states as follows:

That the evidence submitted by the Complainant subsequent to the close of the record on June 13, 2019 is excluded from the record.

Id. (citing I.D. at 20). The Complainant claims that all of the filings he submitted before the June 13, 2019 hearing should have been considered by the ALJ in rendering his Initial Decision. Throughout the Exceptions, the Complainant

generally makes numerous references to evidentiary submissions that the ALJ excluded from the record.³ Exc. at 2.

In its Replies to Exceptions, Verizon PA identifies several filings made by the Complainant that were never served on the presiding officer as required by 52 Pa. Code § 1.54. Further, Verizon PA emphasizes that the Complainant did not proffer any of the documents as evidence at the hearing. Consequently, Verizon PA claims the ALJ correctly did not rely on documents or pleadings not admitted into evidence. In addition, Verizon PA submits that the portions of the Exceptions that rely on those documents as evidence should be stricken. R. Exc. at 5-7.

2. Lack of Cooperation

The Complainant also takes issue with the ALJ's finding that the Complainant did not cooperate when Verizon PA attempted to contact him and address the Complainant's alleged service issues. According to the Complainant, Verizon PA never testified that there was a need to enter his home. Therefore, the Complainant insists that Verizon PA's Exhibit I does not support the finding of the ALJ. Exc. at 3 (citing I.D. at 3-4).

In response to this Exception, Verizon PA asserts that the Initial Decision is amply supported by the record regarding the Complainant's lack of cooperation. Additionally, Verizon PA claims it is directly due to the Complainant's lack of cooperation that caused Verizon PA not to learn of the

³ It is axiomatic that this Commission base its decisions on the evidence in the record, and we are prohibited from looking beyond the record for evidence not previously supplied to support a desired finding of fact or conclusion of law. 52 Pa. Code § 5.431.

alleged service issues or follow up with the Complainant's billing questions. R. Exc. at 7.

3. Service Issues – No Working Telephone and xDSL Service

The Complainant objects to the ALJ's discussion regarding the amount of time that his telephone and xDSL service did not work. The Complainant alleges that the testimony of Verizon PA's witnesses and the associated exhibits verify that the Complainant's telephone service did not work at all between February 15, 2019 and June 3, 2019. Regarding the amount of time his xDSL service did not work, the Complainant points to filings that the ALJ excluded from the record. Exc. at 15.

In response to this Exception, Verizon PA avers the record evidence shows the Complainant did not make any service calls after March 22, 2019. In addition, Verizon PA stresses that in making a repair call on March 22, 2019, its service technician found that the dial tone at the network interface device (NID) was in working order. Therefore, Verizon PA claims the ALJ's rejection of the Complainant's claim of continuous voice and xDSL service outages is not supported by the record evidence. R. Exc. at 9.

4. Failure to Prove Cramming

The Complainant also takes issue with the ALJ's conclusion that the Complainant failed to prove Verizon PA engaged in cramming. The Complainant states that he raised fourteen billing issues that were not explained, again referencing material that the ALJ excluded from the record. Additionally, the

Complainant states Verizon PA did discuss billing with him via an April 29, 2019 email, but did not provide an adequate explanation. Exc. at 23. When referring to this email, the Exceptions state the ALJ's Findings of Fact Nos. 34-39 in the Initial Decision incorrectly date Verizon PA's email as April 9, 2019. Exc. at 8-9.

In Reply, Verizon PA notes that at the hearing, it proffered into evidence an email, dated April 29, 2019, responding to billing questions raised in the Complaint. Verizon PA maintains the Complainant offered no evidence at the hearing to refute Verizon PA's answers to the billing questions. Therefore, Verizon PA declares the ALJ correctly found that the Complainant failed to meet his burden of proof. R. Exc. at 10-11.

5. Service Issue – Failure to Provide xDSL Service Within Ten Days

The Complainant submits that Verizon PA failed to provide xDSL service within ten days of the Complainant's request. The Complainant points to the testimony of his witness at the hearing that he experienced an outage of fifty-four days. Exc. at 14 (citing Tr. at 32). To further his argument, the Complainant refers to filings the ALJ rejected from being included in the record. Exc. at 14.

In its Replies to Exceptions, Verizon PA notes the Complainant's allegation that Verizon PA violated 66 Pa. C.S. § 3014(b)(5), which discusses the requirements for a network modernization plan to ensure that the network is capable of delivering broadband service within ten business days after the customer's request for broadband service. According to Verizon PA, the ALJ based this decision on the Complainant's only service calls, on March 11, 2019 and

March 22, 2019. Verizon PA explains that these service calls claimed issues with the telephone service and did not indicate an issue with xDSL service. R. Exc. at 11 (citing I.D. at 12). Verizon PA asserts that the ALJ correctly rejected the factual claim that the Complainant's xDSL service never worked. Further, Verizon PA states there is no evidence of the exact date the Complainant ordered xDSL, rather the Complainant supplied only a general date of February 2019. Moreover, Verizon PA avers there is no evidence to indicate that Verizon PA did not provide or supply working xDSL service within ten days of the Complainant ordering xDSL. R. Exc. at 11.

D. Disposition

Upon review of the record including the Complainant's Exceptions and Verizon PA's Replies to Exceptions, we find that the evidence in this case demonstrates the presence of substantive and recurring quality of service issues in Verizon PA's outside plant network that materially affected the services provided to the Complainant for a rather lengthy time period. Consequently, we shall sustain the Complainant's Exceptions to the Initial Decision, in part. Furthermore, we shall address the disposition of certain issues in the Complaint, consistent with existing Commission jurisdiction.

1. Overall Conduct of the Proceeding

Initially, we note that formal consumer complaints that involve the quality of telecommunications services and the availability of retail broadband access services under Chapter 30 of the Code (Chapter 30) can be technically and legally complex matters for pro se complainants. However, pro se complainants

have the burden to prove the allegations in a complaint, and the Commission must reach a reasoned disposition that is based on record evidence. The presiding ALJs on occasion may need to guide the pro se complainants through the evidentiary hearing process while creating an appropriate record and impartially safeguarding the due process rights of the involved adversarial parties. In the instant proceeding, the creation of an appropriately complete evidentiary record may have been hampered by a lack of understanding on the part of the pro se Complainant and his witness, of how the evidentiary hearing process actually works, how necessary and proper documentation was needed to sustain the Complainant's burden of proof, and how such documentation should have been introduced as evidence during the telephonic hearing before the presiding ALJ. Tr. at 9-13. However, we believe that the existing evidentiary record does provide sufficient information for the final disposition of this matter.

2. Quality of Service Issues and Billing Credit Parameters

The evidentiary record in this proceeding discloses that the Complainant suffered telephone service outages in the February 15 to March 11, 2019 and March 26 to June 3, 2019, time periods. During the same time periods, the Complainant experienced parallel total outages or intermittent use of the xDSL retail broadband access service provided by Verizon PA to the Complainant's premises. The Complainant has broadly alleged in various pleadings submitted to the Commission a total of ninety-six (96) days without telephone service and fifty-four (54) days without xDSL service.⁴ Ms. Florence Chailla, the Complainant's witness, also testified during the evidentiary hearing that the "telephone landline did not work from approximately February 22 until June the 4th [2019]" and that is

⁴ See Complainant's "Motion for Summary Judgment," Docket No. C-2019-3008691, filed June 11, 2020, at 5.

“96 days,” and reiterated Complainant’s position of “having to endure 96 days of no telephone service and 54 days of no DSL.” Tr. at 27, 35, 45. Ms. Chailla also testified that the “DSL service from February 28th until April 22, for 54 days it did not work,” clarifying however that it “worked maybe the 15th, 16th and 17th of April [2019] intermittently,” and “then it just didn’t work at all until April the 22nd [2019] consistently.” Tr. at 33. Ms. Chailla also referenced that the Stroudsburg Regional Police had dispatched a unit to the Complainant’s residence on March 10, 2019, because somehow a 911/E911 dropped call had been triggered, but not actually made from the Complainant’s landline telephone line which was not in working order that particular day.⁵ Tr. at 30.

Verizon PA’s witness, Mr. Matthew Hand, testified about the company’s efforts to correct outage and disruption issues associated with the telephone and xDSL services to the Complainant’s premises. The Verizon PA testimony indicates that unspecified “miscellaneous troubles” were “called in by the customer” on February 15, 2019, but “not given to a technician to dispatch out.” Instead, the Complainant was referred to Verizon PA’s business office. Tr. at 53; Verizon PA Exh. 1. However, the Verizon PA trouble history log and Mr. Hand’s testimony referenced customer indications of a “critical emergency” with “static online, buzz” on March 11, 2019, and that “911 was dispatched to the home.”⁶ Tr. at 53; Verizon PA Exh. 1. Mr. Hand’s testimony described the dispatch of a Verizon PA technician, that “the defective cable was changed,” and that there was the completion of “a cautionary change on the – what is considered the F2 or the second part of the cable out to the customer’s location.” Tr. at 53-54;

⁵ See also Complainant’s “Motion for Reconsideration of Interim Order Based on New Evidence – Follow Up,” Docket No. C-2019-3008691, filed May 2, 2019, at 7 and Exh. 1 at 9-15.

⁶ Per Ms. Chailla’s testimony, the 911 dispatch took place on March 10, 2019. Tr. at 30.

Verizon PA Exh. 1. The Complaint in this proceeding was filed on March 15, 2019.

Verizon PA's testimony indicates that there was further contact from the Complainant on March 22, 2019, indicating lack of telephone service. On March 26, 2019, a Verizon PA technician was dispatched, tested the line to the customer's NID and reported that the dial tone to the customer's NID functioned normally. Tr. at 54; Verizon PA Exh. 1.

Following the filing of the Complaint, Verizon PA personnel engaged in a more concerted effort to deal with the underlying service issues, including the testing of the inside wiring in the Complainant's premises. Tr. at 56. The initial Verizon PA technician visit on May 23, 2019 was cancelled by the Complainant by text message because of the Complainant's unavailability. Tr. at 56-57; Verizon PA Exh. 1. However, Mr. Hand was able to dispatch a technician sometime in May 23-31, 2019, in order "to verify from the network interface device at that point whether or not the trouble looked like it was either inside the customer's location or outside." Tr. at 57-58. The technician located the problem in Verizon PA's outside plant cable network facilities, on May 31, 2019, but was unable to deal with the problem because the technician dispatched "was not a person who could repair the problem." Tr. at 58. A company splicer technician was dispatched, on June 3, 2019, and repaired a "short" or a "conductive issue" on the line that connects the Complainant's premises with Verizon PA's central office. Tr. at 58-59; Verizon PA Exh. 1. In response to a direct examination question by Verizon PA's counsel on why the March 26, 2019, dispatched technician could not locate the short, Mr. Hand replied:

There – it – the – it’s all dependent on the weather, and what – it’s possibly exposed. If something is wet, that could actually cause a capacitive issue on the line, which would cause dial tone to not work, but yet the DSL will work. And once it dries up or stops raining, it will actually cause it to – to work again. So it may be something that – that was that scenario.

Tr. at 60 (emphasis added).

In response to a cross-examination question from the Complainant whether “it is Verizon’s responsibility to make sure that their equipment doesn’t get wet,” Mr. Hand stated that:

It is the responsibility of Verizon to make sure that we maintain the plant. We are unable to be everywhere at once, unless it is brought to our attention.

Tr. at 61.

Considering the testimony offered by the Complainant’s witness Ms. Chailla and that of Mr. Hand of Verizon PA, it is reasonable to conclude that Verizon PA provided inadequate, unreliable, and unreasonable telephone service to the Complainant for a period of eighteen (18) days during the February 22 – March 11, 2019 time period, and for thirty-nine (39) days during the March 26 – June 3, 2019 time period, for a total of fifty-seven (57) days. However, even without such a conclusion, the record evidence shows that the Complainant met his burden of proof that, at a minimum, he experienced intermittent telephone service problems over a three to four-month period in 2019 that rise to the level of inadequate and unreasonable service in violation of Section 1501 of the Code, 66 Pa. C.S. § 1501. Because Verizon PA’s telephone service during that period did not meet the

statutory standards of Section 1501 of the Code, we will sustain the Complainant's Exceptions, in part, and direct Verizon PA to issue an appropriate bill credit to the Complainant.⁷ Such credit shall be issued even if the telephone services provided by Verizon PA to the Complainant are deemed to be a bundled package of services which may include "nontariffed, competitive, noncompetitive or protected services,... in combinations and at a single price selected by the company" under Section 3016(e)(3) of the Code, 66 Pa. C.S. § 3016(e)(3).¹⁷ -

Although the Commission does not regulate the rates and charges for the xDSL retail broadband Internet access service provided by Verizon PA to the Complainant, the Commission retains appropriate jurisdiction over the availability of xDSL. Verizon PA did not raise any objections during the course of the evidentiary hearing to Ms. Chailla's testimony regarding the service and network

⁷ The testimony contains multiple references to the Complainant's efforts to contact Verizon PA or otherwise document his service issues. During cross-examination by the Complainant, Verizon PA's witness Hand testified that Verizon PA was able to fix the problem the first time without entering the Complainant's home; however, sometime between March 26 and May 23, "the trouble became apparent again[.]" Tr. at 68. Ms. Chailla testified that she communicated with Verizon PA by both text and email in addition to returning calls. Tr. at 44, 56-57. The Complainant objected to the admission of Verizon PA Exhibit 1 partly on the basis that "[t]here are certain entries that are not there[.]" Tr. at 73. Verizon PA's witness Tibbs referenced Ms. Chailla's return message on April 9, 2019. Tr. at 76. And, finally, the Complainant's witness testified to multiple pleadings with exhibits that were filed by the Complainant with the Commission's Secretary's Bureau, served on Verizon PA, and which Verizon PA witness Tibbs acknowledged receiving. Tr. at 82. This indicates that Verizon PA had knowledge of the Complainant's continued service issues. With respect to the Complainant's filed documents, the ALJ noted that the Complainant had not served the documents on him, and for that reason he did not consider them exhibits intended for the hearing. As previously stated, however, the Complainant was anticipating proceeding with a prehearing on June 13, 2019, not a hearing, and appeared otherwise unaware that the filed documents needed to be moved into evidence to be considered as such. We do not consider the contents of those pleadings as part of the evidentiary record, since they were never moved into evidence. We take notice of their filing, however, since according to Ms. Chailla's testimony, these pleadings were intended to further document the Complainant's service issues from April through June 2019, and, as stated, Verizon PA's witness acknowledged their receipt. Tr. at 8-24, 82. *See also* 52 Pa. Code §§ 5.406, 5.408.

outages that completely or intermittently affected the availability of the xDSL service. Furthermore, Mr. Hand also testified on the reasons why inclement weather may impede dial tone and ordinary telephone service (e.g., presence of a short in the outside line), but permit xDSL to still function. The Verizon PA outright network facilities outages and Complainant's intermittent access to xDSL service from the time the service was installed in February 2019 bring into question whether this retail broadband access service was truly "available" for purposes of Section 3014(b) of the Code. 66 Pa. C.S. § 3014(b). Tr. at 32. The Commission has observed the following:

Although the Commission as part of an individual case adjudication has yet to further define what constitutes "availability" under Chapter 30, the Initial Decision also overlooks Commission precedent recognizing that the availability of broadband access service provided by carriers' subject to, and defined by, Chapter 30, remains within the Commission's jurisdiction. See, e.g., *White v. Verizon North LLC*, Docket No. C-2016-2532236 (Order entered November 2, 2016) (*White*). In *White*, we confirmed that the Commission has appropriate statutory jurisdiction to inquire into matters involving the availability and provisioning of retail broadband access services by ILECs [incumbent local exchange carriers] with Chapter 30 broadband deployment commitments and obligations. CenturyLink is an ILEC that has completed its Chapter 30 broadband deployment and is required to supply retail broadband access services in accordance with the aforementioned statutory standards. Thus, consistent with our holding in *White*, the Commission has the necessary jurisdiction to determine whether CenturyLink is providing retail broadband access service to the Complainant consistent with the applicable Chapter 30 statutory standards.

Joe Roberts v. The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink, Docket No. C-2017-2632824 (Order entered June 28, 2018) at 8-9. Verizon PA is also an ILEC that is subject to the obligations of Chapter 30.

Based on the testimony offered by the Complainant and Verizon PA, the record evidence demonstrates that the xDSL service was not adequately and reliably available for a time period of at least thirty-two (32) days after the service was installed. Consequently, we shall sustain the Complainant's Exceptions, in part, and direct Verizon PA to issue an appropriate bill credit to the Complainant for the xDSL service component. We wish to note that this determination does not intrude into the space of regulation for the rates, terms and conditions for the provision of xDSL retail broadband Internet access services. Rather, this finding is made in order to determine a billing credit for a service that was not provisioned in accordance with Section 3014(b) of the Code.

3. Invasion of Privacy Issue

The Complainant alleged an invasion of privacy issue and requested the removal of the Verizon shared drive that was installed and "shared" on Complainant's computer.⁸ Verizon PA's counsel objected to any testimony regarding this invasion of privacy allegation on the basis that the Commission lacked jurisdiction "over Internet service or the contents of their [Complainant's] computer."⁹ Tr. at 18. Ms. Chaila testified that this particular "shared" drive on the Complainant's computer was installed by Verizon PA and was removed by

⁸ Formal Complaint, Docket No. C-2019-3008691, at 3, 4 and Attachment A.

⁹ *See also* Response of Verizon Pennsylvania LLC to Motions for Summary Judgment, Docket No. C20193008691, filed June 11, 2019, at 1-2.

Verizon PA on or about May 14, 2019. Ms. Chailla further stated that “there was no opportunity to open the shared Verizon drive or to find out what it captured, what it collected, and what it took away when it was removed by Verizon on or about May 14th [2019],...” Tr. at 39. The Verizon PA testimony of record has denied that the company had created the Verizon shared drive on the Complainant’s computer. See Verizon PA Exh. 2. The ALJ ruled that “whether the Complainant believes a shared computer drive on his personal home computer presents an invasion of his privacy is also outside any jurisdiction afforded to the Commission.” I.D. at 8.

Although we agree with the ultimate result on this issue, it should be noted that the Commission exercises appropriate regulatory oversight over the privacy of telecommunications services that are provided under its jurisdiction within the Commonwealth.¹⁰ The Commission also has its own Confidentiality of Customer Communications and Information regulations.¹¹ The Complainant’s assertions about an alleged invasion of privacy because of the temporary presence of the Verizon shared drive in the Complainant’s personal computer lacks specificity and does not invoke the Commission’s relevant regulations. Therefore, we believe that the Commission does not need to reach a conclusion whether it lacks jurisdiction under the factual circumstances of the present adjudication because the Complainant’s personal computer is used to gain access to the Internet.

4. Lack of Cooperation by Complainant

¹⁰ See, e.g., 66 Pa. C.S. § 3019(b)(2).

¹¹ 52 Pa. Code §§ 63.131 to 63.137.

We agree that Verizon PA testified at the hearing about its ongoing efforts to resolve the allegations in the Complaint. We also acknowledge that it may have benefitted the Complainant to be more responsive to Verizon PA when it contacted him on multiple occasions about his service problems. Tr. at 75-79. However, we do not agree with the premise that the Complainant exhibited a lack of cooperation in attempting to resolve the service outage and interruption issues that are present in the instant adjudication. The Complainant may not have engaged in informal contacts in the frequency and degree desired by Verizon PA. However, this conduct does not manifest a lack of cooperation as the Complainant did utilize formal written communications – in the form of legal pleadings filed with the Commission and served on Verizon PA – that contained the Complainant’s service outage and interruption concerns as well as requests for clarifying information. The fact that the Complainant, after first contacting Verizon PA, chose the Commission route to address his service problems does not make him uncooperative. Therefore, we believe that the Complainant’s Exceptions in this regard should be sustained.

5. Civil Penalty

Based on the evidentiary record in this case, we believe that Verizon PA provided inadequate and unreasonable telephone service to the Complainant over a three to four-month period in 2019 in violation of Section 1501 of the Code. Under the standards that we typically use to evaluate penalty amounts,¹² we impose a \$2,000 civil penalty for this violation. This penalty amount properly reflects both

¹² The Commission has adopted standards for evaluating civil penalty amounts. Those standards are set forth in *Joseph A. Rosi v. Bell Atlantic Pennsylvania, Inc. and Sprint Communications Co., L.P.*, Docket No. C00992409 (Order entered March 16, 2000), and have been codified as a Commission Policy Statement at Section 69.1201 of our regulations, 52 Pa. Code § 69.1201 (*Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy*).

the nature and duration of the service problems as well as Verizon PA's attempts to address those problems. Although we recognize that Verizon PA became more proactive in locating and correcting the technical problem in its network facilities after the Complaint was filed, the provision of inadequate and unreasonable service for a prolonged period of time merits a civil penalty here.

6. ALJ's Findings of Fact Nos. 34-39

Finally, the Complainant's Exceptions challenge the date contained in the ALJ's Findings of Fact Nos. 34-39. Specifically, he states that Verizon PA communicated with him via an April 29, 2019 email. After review of the record, we agree with the Complainant that Findings of Fact Nos. 34-39 used an incorrect date. As such, we shall modify Findings of Fact Nos. 34-39 on page six of the ALJ's Initial Decision to read as follows:

34. On April 29, 2019, an email was sent to the Complainant asking for him to provide dates he would be available for a technician to come to his home and perform troubleshooting and repairs to his telephone and internet service. N.T. 78, Verizon Ex. 2.

35. The April 29, 2019 email told the Complainant that once any repairs had been made, the Respondent would credit the Complainant's account for time out of service. N.T. 78-79.

36. The April 29, 2019 email also provided answers to questions the Complainant had previously raised with respect to his April 3, 2019 bill and an explanation of the charges which appeared on it. N.T. 80-81.

37. The April 29, 2019 email also indicated that the Respondent would investigate a \$75 payment which the

Complainant had alleged was not credited to his account and asked that the Complainant provide information about how the payment was made as well as a cancelled check or transaction tracking number. N.T. 81.

38. The Complainant never responded to the April 29, 2019 email and did not provide dates of availability for a technician to visit the Respondent. N.T. 78.

39. The Complainant never contacted the Respondent about the April 29, 2019 email to ask additional questions about his bill or the explanation of charges the Respondent had outlined in the email. N.T. 81.

Notwithstanding our modification of these Findings of Fact, we note that the ALJ merely made a typographical error. We also note that the errors contained in these Findings of Fact are not material to the conclusions reached therein consistent with the previous discussion disposing of substantive contested adequacy, quality and availability of services issues in this proceeding.

In light of the above, we shall grant the Complainant's Exceptions, in part and deny them, in part.

Conclusion

Based upon our review of the Exceptions and Replies, the Initial Decision, and the record in this proceeding, we shall grant the Complainant's Exceptions in part and thereby modify the Initial Decision, and otherwise deny the

Complainant's Exceptions, in part, and adopt the Initial Decision, as modified, consistent with this Opinion and Order; THEREFORE,

IT IS ORDERED:

1. That the Exceptions of Optatus Chailla, filed on September 12, 2019, relating to quality of service issues and appropriate billing credits are sustained, in part, consistent with this Opinion and Order.
2. That the Exceptions of Optatus Chailla, filed on September 12, 2019, regarding Administrative Law Judge Benjamin J. Myers' Initial Decision's findings about lack of cooperation by Optatus Chailla, are sustained, consistent with this Opinion and Order.
3. That the Initial Decision of Administrative Law Judge Benjamin J. Myers, issued on August 26, 2019, is modified regarding the disposition of the alleged invasion of privacy issue, consistent with this Opinion and Order.
4. That the Findings of Fact Nos. 34, 35, 36, 37, 38, and 39, in the Initial Decision of Administrative Law Judge Benjamin J. Myers are modified, consistent with this Opinion and Order.

5. That the Initial Decision of Administrative Law Judge Benjamin J. Myers, issued on August 26, 2019, is affirmed in all other respects, consistent with this Opinion and Order.

6. That the Formal Complaint filed on March 15, 2019, by Optatus Chailla against Verizon Pennsylvania LLC at Docket No. C-2019-3008691 is sustained, in part, consistent with this Opinion and Order.

7. That within thirty (30) days of the date of entry of this Opinion and Order, Verizon Pennsylvania LLC shall issue an appropriate bill credit regarding the telecommunications and digital subscriber line services to Optatus Chailla, consistent with this Opinion and Order.

8. That within sixty (60) days of the date of entry of this Opinion and Order, Verizon Pennsylvania LLC, shall file with the Commission a letter communication at this docket stating the timing and the amount of billed credit that was issued to Optatus Chailla.

9. That Verizon Pennsylvania LLC, within thirty (30) days of the date of entry of this Opinion and Order, shall pay a civil penalty in the amount of Two Thousand Dollars (\$2,000) by sending a certified check or money order payable to the Commonwealth of Pennsylvania addressed to:

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

10. That Verizon Pennsylvania LLC is hereby directed to cease and desist from further violations of the Public Utility Code, 66 Pa. C.S. §§ 101, et seq., and the Regulations of this Commission, 52 Pa. Code §§ 1.1, et seq.

11. That a copy of this Opinion and Order shall be served on the Commission's Office of Administrative Services, Financial and Assessment Section.

12. That a copy of this Opinion and Order shall be served upon the parties to this proceeding, the Office of Consumer Advocate, the Office of Small Business Advocate, and the Commission's Bureau of Investigation and Enforcement.

13. That upon Verizon Pennsylvania LLC's compliance with Ordering Paragraph Nos. 7, 8 and 9, above, the Secretary's Bureau shall mark this proceeding closed.

BY THE COMMISSION,



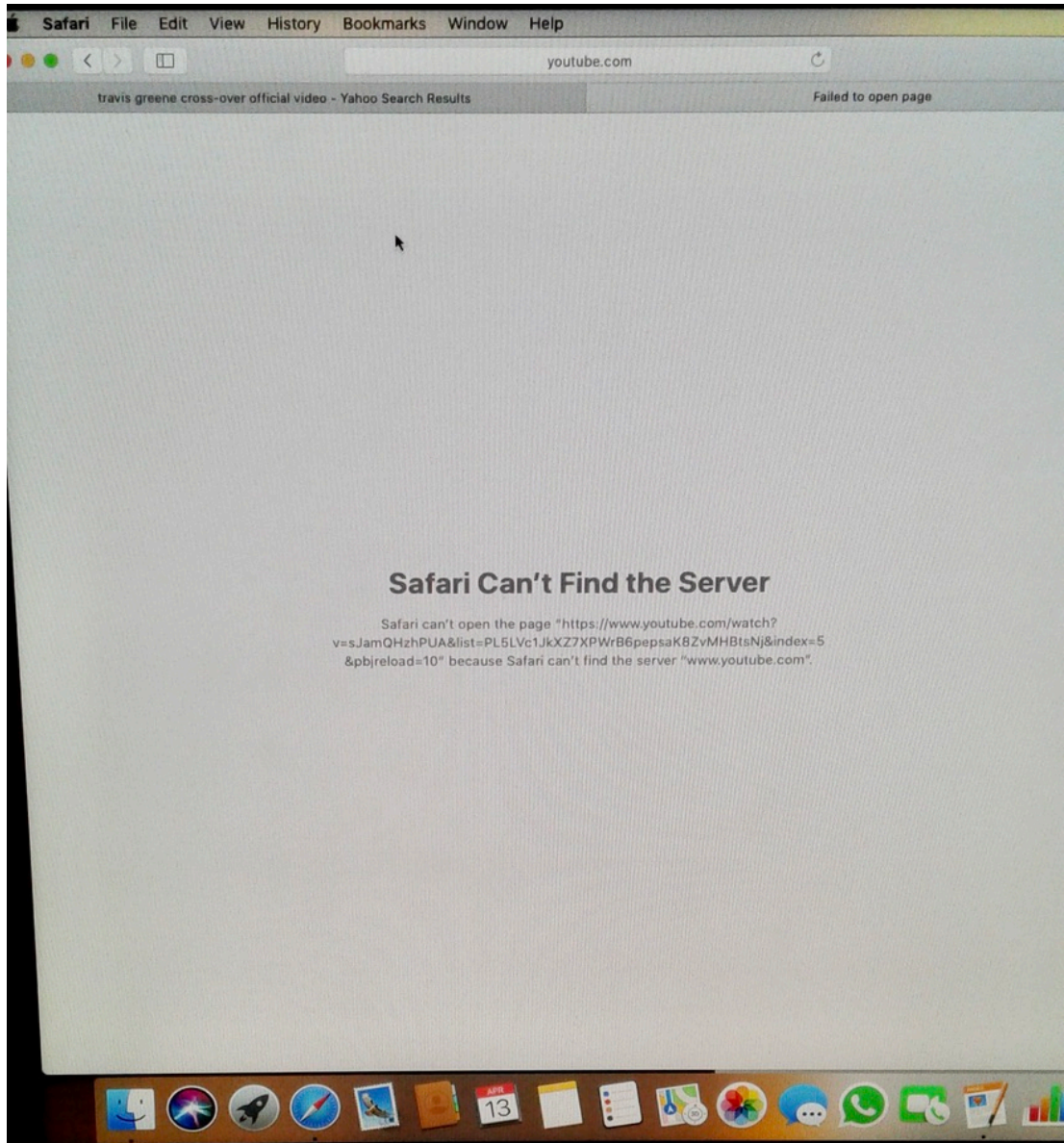
Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: March 12, 2020

ORDER ENTERED: March 31, 2020

EXHIBIT 2 - outage of xDSL and Telephone





Florence Parker <thebusiness2@yahoo.com>

To: Suzan D. Paiva

Sun, Nov 22 at 6:42 PM

Ms. Paiva:

Please know that the home telephone land line is not working and has not worked since Wednesday, November 18, 2020 till today, November 23, 2020.

Regards,

Florence R. Parker Chaila

MAY 26, 2020 OUTATE OF xDSL AND TELEPHONE SERVICE

On Tue, May 26, 2020 at 4:01 PM Florence Parker <thebusiness2@yahoo.com> wrote:

Dear Ms. Paiva:

Since 10:45 a.m. this morning until now - 4:00 p.m., the landline telephone service does not and has not worked for 5.25 hours today.

When the number is dialed, it rings once. It gives a scratchy noise then the entire phone called disconnects.

Regards,

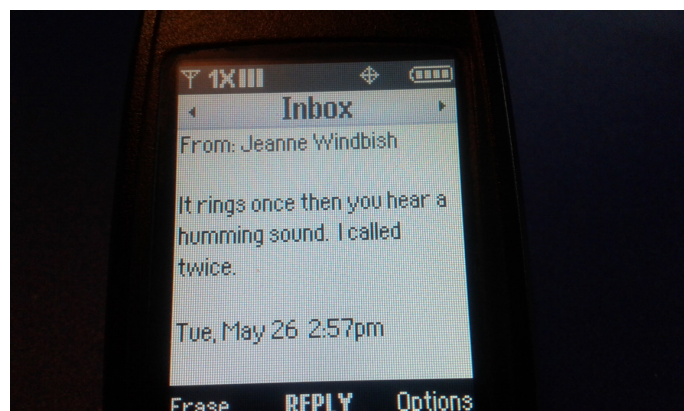
Florence R. Parker Chailla

Dear Ms. Paiva:

Unlike you may not believe neither my husband nor I want or wanted to continue complaining about these series of problems with telephone and DSL services; however, not 60-days since the March 31, 2020 PAPUC Board's

Order and here are the same problems experienced March through June 2020. Below are the snap shots of the Internet access page and the Internet Box from Verizon. Also, the landline telephone is also not working as illustrated below and it still is not working today.

The above is a call from a friend to the landline that confirms it was not working.

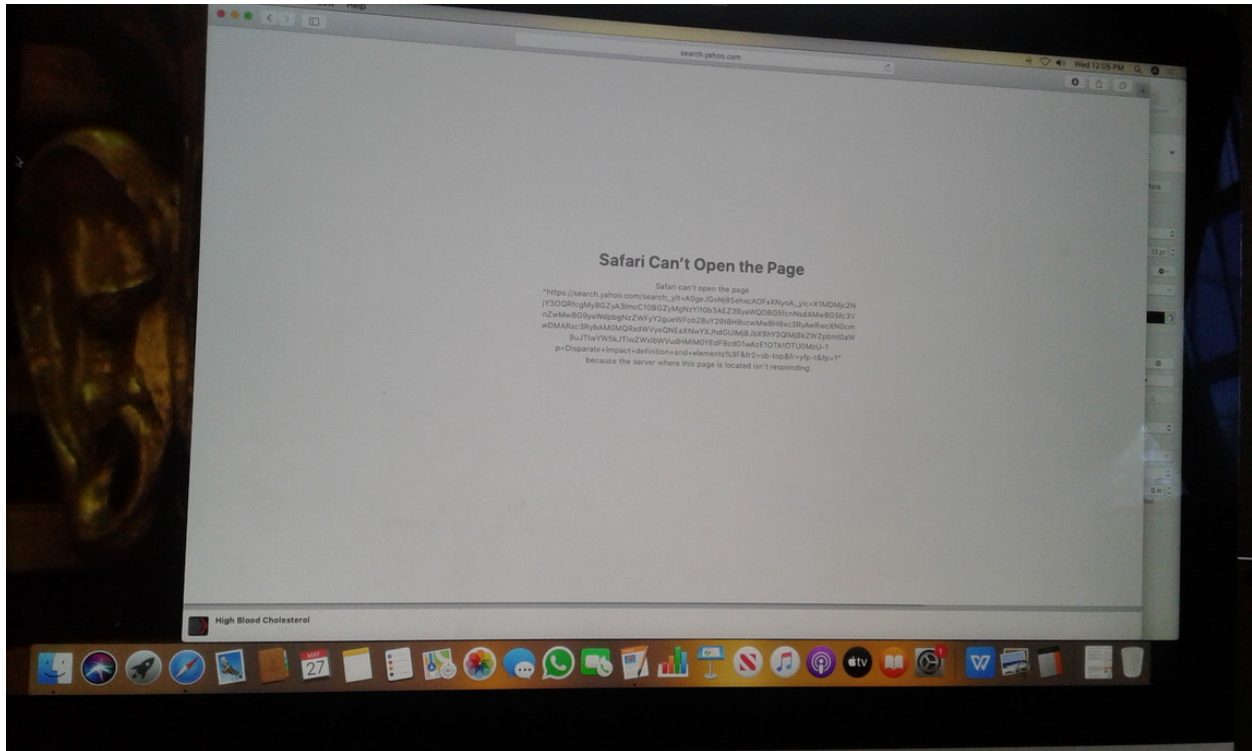


Today, I called the landline, it is still not working.

Below is the Verizon DSL box, the DSL light is RED indicating it is not working or connected.



Below, access via our computer desktop, it shows the Internet is not accessible at all.



Paiva, Suzan D <suzan.d.paiva@verizon.com>

To: Florence Parker

Tue, May 26 at 4:12 PM

Hello Mrs. Chailla,

I will get this over to our repair team and have them look into it..

Suzan Paiva

Show original message

--



Suzan D. Paiva
Associate General Counsel
O 267 768 6184
M 215 219 6770
900 Race St., 6th Floor
Philadelphia, PA 19107

EXHIBIT 3 - Emailed telephone service query



Yahoo Mail

Dr. Optatus Chaila <dr.chaila@yahoo.com>

To: Verizon Notification

Sat, Aug 29 at 9:29 AM

Goodday! This is to acknowledge receipt of your most recent Bill Notification. However, as I write, I need to complain that, for a very long time now, we have been experiencing phone incomplete/drop-offs/disconnections when attempting to call our relatives and friends across the country and Canada. Dropped calls and call cut offs as soon as we dial are the norm from this phone service. To confirm, I just unsuccessfully attempted to call my friend around the corner in Greentown, PA which is in Pike County (**Tel. # 610-733-0693**) as well as my daughter (**Tel. # 954-548-5321**) and my grandson (**Tel. # 772-882-1844**), both living in Florida. We have been getting around the problem by using my wife's LifeLine Program for Seniors service, which inconveniently has limited calling minutes per month attached to it. Could any technician confirm whether the problem has to do with the NXX Options covered by our landline service? Thank you for the clarification.

Regards,

Dr. Chaila

Primary Phone: 570-424-5386

A/C Number: 250-086-087-0001-35

EXHIBIT 4 - Pamela Wyckoff Affidavit

**COURT OF COMMON PLEAS OF MONROE COUNTY
FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

Optatus and Florence Chailla,

Plaintiffs,

vs.

AFFIDAVIT
For Case No. 3504-2020

Verizon of Pennsylvania, LLC

Defendants.

AFFIDAVIT

I am Pamela Wyckoff, I am of full age and do hereby affirm that the foregoing statements are made by me. The statements made herein are true to the best of my knowledge and belief. I reside at 10 Spangenburg Avenue, East Stroudsburg, PA 18301.

I am aware that if any of the foregoing statements made herein are willfully false, I may be subject to perjury.

1. Sunday, September 6, 2020, at approximately 3:30 p.m., I visited the residence of 25 Garden Street, the residence of Dr. And Mrs. Chailla.

2. I used the landline telephone having phone number 570 424-5386 to make a telephone call to my family member who resides in Wayne, Pennsylvania.
3. I entered the telephone number 610 687-0325 into landline the phone.
4. I pressed the call button.
5. I heard it dial the number I inserted.
6. The phone then made a fast beeping sound.
7. The sound I heard was not similar to that of a busy line.
8. The call made as dialed did not go through to reach the family member I tried to call while using the landline telephone located at 25 Garden Street in Stroudsburg, PA 18360.

Respectfully submitted,

Dated: September 10, 2020

Pamela Wyckoff

Pamela Wyckoff

Date: 9-10-2020

Deborah A. Rath

Notary *Deborah A Rath*

Date: 9-10-2020

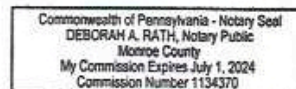


EXHIBIT - 5 Jeanne Windbisch Affidavit

COURT OF COMMON PLEAS OF MONROE COUNTY
FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

Optatus and Florence Chailla,

Plaintiffs,

vs.

AFFIDAVIT
For Case No. 3504-2020

Verizon of Pennsylvania, LLC

Defendants.

AFFIDAVIT

I am Jeanne Windbisch, I am full age and do hereby affirm that the foregoing statements are made by me. The statements made herein are true to the best of my knowledge and belief. I reside in Tobyhanna, PA 18466.

I am aware that if any of the foregoing statements made herein are willfully false, I may be subject to punishment for perjury.

1. Friday, September 11, 2020, at 7:45 a.m. I attempted to call 570 424-5386 a landline located at 25 Garden Street, Stroudsburg, PA 18360.
2. The call was answered by Florence R. Parker Chailla.

3. A return phone call was attempted from 570 424-5386 to 347 721-2811 at 8:02 the same day 9/11/20 to reach me on my out-of-state cellular phone as shown on the photo below.



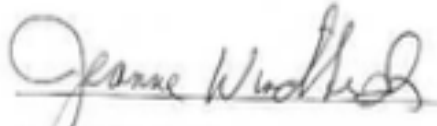
4. The call was not received.

5. Florence R. Parker Chaila was requested to call my residence landline of 570 894-5515 from the landline phone located at 25 Garden Street, Stroudsburg, PA 18360 having phone number 570 424-5386.

6. I received the phone call from the landline telephone having number 570 424-5386 that was made to my landline phone at my residence in Tobyhanna, PA 18466.

I affirm that the foregoing statements made herein are true to the best of knowledge and belief.

Dated: September 17, 2020

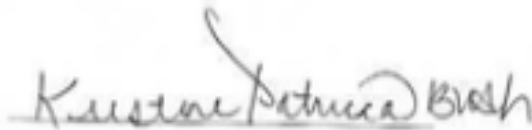


Jeanne Windbush

9/17/2020

Date





Notary

9/17/2020

Date

EXHIBIT 6 -Commonwealth Court Docket Entries

1:17 P.M.

Miscellaneous Docket Sheet

Commonwealth Court of Pennsylvania

Docket Number: 291 MD 2020

Page 1 of 3

November 28, 2020



CAPTION

Optatus and Florence Chaila,
Petitioners

v.

Verizon of Pennsylvania, LLC,
Respondent

CASE INFORMATION

Initiating Document: Complaint
 Case Status: Closed
 Case Processing Status: May 26, 2020 Completed
 Journal Number:
 Case Category: Miscellaneous Case Type(s): Civil Action Law

CONSOLIDATED CASES

RELATED CASES

COUNSEL INFORMATION

Petitioner Parker Chaila, Florence R.
 Pro Se: Yes
 IFP Status:
 Pro Se: Florence R. Parker Chaila, J.D.
 Address: 25 Garden Street
 PO Box 1111
 Stroudsburg, PA 18360
 Phone No: (570) 534-7082 Fax No:

Petitioner Chaila, Optatus
 Pro Se: Yes
 IFP Status:
 Pro Se: Optatus Chaila
 Address: 25 Garden Street
 PO Box 1111
 Stroudsburg, PA 18360
 Phone No: (570) 424-5388 Fax No:

Respondent Verizon of Pennsylvania, LLC
 Pro Se: No
 IFP Status:
 Attorney: Paiva, Suzan DeBusk
 Law Firm: VERIZON COMMUNICATIONS, INC.
 Address: Verizon Communications
 800 Race St Fl 6
 Philadelphia, PA 19107
 Phone No: (215) 219-6770 Fax No:

Neither the Appellate Courts nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on the docket sheets.

1:17 P.M.

Miscellaneous Docket Sheet

Commonwealth Court of Pennsylvania

Docket Number: 291 MD 2020

Page 2 of 3

November 28, 2020



FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
04/27/2020	Miscellaneous Docket Filing Fee	70.25	05/04/2020	2020-CMW-H-000862	70.25

AGENCY/TRIAL COURT INFORMATION

Order Appealed From: Notice of Appeal Filed:
 Order Type:
 Documents Received: April 27, 2020

Court Below: Division:
 County: OTN:
 Judge: Judicial District:
 Docket Number:

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
----------------------	------------	---------------------

Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Filer	Representing	Participant Type	Exit Date
April 27, 2020	Complaint Filed Chaila, Optatus Parker Chaila, Florence R.		Petitioner Petitioner	
May 6, 2020	Notice Exited Commonwealth Court Filing Office			05/06/2020
May 7, 2020	Amended Chaila, Optatus Parker Chaila, Florence R.		Petitioner Petitioner	
Document Name: Amended Complaint for Damages				
May 26, 2020	Memorandum/Order Per Curiam			05/27/2020
Document Name: Memorandum and Order (1 page) : NOW, May 26, 2020, upon consideration of this matter, it appearing				
Comment: that the above-captioned action seeks, inter alia, breach of contract and punitive damages against a public utility, Verizon of Pennsylvania, LLC, and is therefore not within the jurisdiction of this Court, 42 Pa. C.S. § 761, this action is transferred to the Court of Common Pleas of Monroe County. See Elkin v. Bell Telephone Co. of Pennsylvania, 420 A.2d 371, 375 (Pa. 1980) (citing Feingold v. Bell of Pennsylvania, 383 A.2d 791 (Pa. 1977), and recognizing that courts of common pleas retain original jurisdiction to entertain suits for damages against public utilities based upon purported failure to provide adequate services); see also 42 Pa. C.S. § 5103. The Prothonotary shall certify a photocopy of the docket entries of the above matter to the Prothonotary of the Court of Common Pleas of Monroe County.				

Neither the Appellate Courts nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on the docket sheets.

1:17 P.M.

Miscellaneous Docket Sheet

Commonwealth Court of Pennsylvania

Docket Number: 291 MD 2020

Page 3 of 3

November 28, 2020



DOCKET ENTRY

Filed Date	Docket Entry / Filer	Representing	Participant Type	Exit Date
June 18, 2020	Transfer to Court of Common Pleas Commonwealth Court Filing Office Document Name: of Monroe County			
June 16, 2020	Acknowledgment of Transfer Lower Court or Agency Document Name: Court of Common Pleas Monroe Co.			

DISPOSITION INFORMATION

Final Disposition: Yes

Related Journal No:

Category: Disposed Before Decision

Disposition: Memorandum/Order

Disposition Comment: that the above-captioned action seeks, inter alia, breach of contract and punitive damages against a public utility, Verizon of Pennsylvania, LLC, and is therefore not within the jurisdiction of this Court. 42 Pa. C.S. § 781, this action is transferred to the Court of Common Pleas of Monroe County. See *Elkin v. Bell Telephone Co. of Pennsylvania*, 420 A.2d 371, 375 (Pa. 1980) (citing *Faingold v. Bell of Pennsylvania*, 360 A.2d 791 (Pa. 1977), and recognizing that courts of common pleas retain original jurisdiction to entertain suits for damages against public utilities based upon purported failure to provide adequate services); see also 42 Pa. C.S. § 5103. The Prothonotary shall certify a photocopy of the docket entries of the above matter to the Prothonotary of the Court of Common Pleas of Monroe County.

Dispositional Filing: Filed Date:

Judgment Date: Disposition Author: Per Curiam

Disposition Date: May 26, 2020

Filing Author:

Neither the Appellate Courts nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on the docket sheets.

EXHIBIT 7 - MAY 6, 2020 ORIGINAL SERVICE OF PROCESS



File Copy

Commonwealth Court of Pennsylvania

Michael Kimmel, Esq.
Prothonotary

Pennsylvania Judicial Center
600 Commonwealth Avenue, Suite 3100
P.O. Box 69185
Harrisburg, PA 17186-9185
www.pacourts.us

May 6, 2020

NOTICE OF FILING PETITION FOR REVIEW OR COMPLAINT

RE: Challa, et al. v. Verizon of PA, LLC
291 MD 2020
Filed Date: April 27, 2020

A Complaint has been filed in the original jurisdiction of the Commonwealth Court of Pennsylvania. The docket number is endorsed on the enclosed cover page of the Complaint. The date of filing is on the top of this notice.

Responsive pleadings and motions filed in compliance with the appropriate rules of procedure should be addressed to the office shown on the attached page.

Any motions or applications filed should include a proposed order. Answers to motions or applications should also include a proposed order. Failure to provide a proposed order may result in the matter being returned to you for compliance. The Commonwealth Court docket number must be on all correspondence and documents filed with the Court.

The addresses to which you must transmit all documents are set forth on the last page of this notice.

If you have special needs, please contact this court in writing as soon as possible.

<u>Attorney Name</u>	<u>Participant Name</u>	<u>Participant Type</u>
Suzan DeBusk Palva, Esq.	Verizon of Pennsylvania, LLC	Respondent

Enclosure

Docket No: 291 MD 2020

File Copy

JOPC 5108
Rev. 05/06/2020
Ingram: 2030107878

Service List

Addressed To:

Optatus Chaila
25 Garden Street
PO Box 1111
Stroudsburg, PA 18360

Suzan DeBusk Paiva, Esq.
VERIZON COMMUNICATIONS, INC.
Verizon Communications
900 Race St Fl 6
Philadelphia, PA 19107

PACFile Notified

Florence R. Parker Chaila, J.D.
25 Garden Street
PO Box 1111
Stroudsburg, PA 18360

Joshua D. Shapiro, Esq.
Attorney General of Pennsylvania
PA Office of Attorney General
16th Floor, Strawberry Square
Harrisburg, PA 17101-1825

Exhibit 8 August 18, 2020 Proof of Service

FLORENCE R. PARKER CHAILLA

August 18, 2020

Verizon Pennsylvania, LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107
Attn. Susan DeBusk Paiva,
Associate General Counsel
Email: suzan.d.paiva@verizon.com

Re: Docket No. 3504-CV-2020 Complaint, Affidavit, Amended Complaint, Amended Affidavit and Monroe County Court of Common Pleas Order dated August 12, 2020.

Dear Ms. DeBusk Paiva:

Enclosed are the referenced documents. Filed in the Commonwealth Court of Pennsylvania are the revised papers with the name of the Court of Common Pleas of Monroe County Forth-Third Judicial District Commonwealth of Pennsylvania now identified with the Case No. Assigned by the County Court of Monroe.

This also is intended to effect Service upon Verizon Pennsylvania, LLC, via its legal representative.

It is requested that you sign, date and return this letter to me via email as Proof of Service of this United States Postal Service Express Mailed package to be received by tomorrow August 19, 2020.

Regards,

Florence R. Parker Chailla

Florence R. Parker Chailla, JD
Enc. As referenced above.

Susan DeBusk Paiva

Date

EXHIBIT 9 - NOVEMBER 9, 2020, ORDER DENYING DEFAULT JUDGMENT

COURT OF COMMON PLEAS OF MONROE COUNTY
FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

OPTATUS CHAILLA and FLORENCE CHAILLA,	:	No. 3504 CV ;
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
VERIZON OF PENNSYLVANIA, LLC,	:	
	:	
Defendant.	:	

ORDER

AND NOW, this 9th day of November, 2020, upon Plaintiffs' motion for default judgment, the same is denied. The record showing that the complaint has been served upon Verizon pursuant to Pa.R.C.P 400. That rule provides in part as follows:

Rule 400. Person to Make Service.

(a) ...original process shall be served within the ...
the Sheriff.

(d) If service is to be made by the sheriff in a court
in which the action was commenced, the sheriff of the court
be made shall be deputized for that purpose by the sheriff
the action was commenced.

In addition, there is no evidence of record that
accepted service of the complaint pursuant to Pa.R.C.P. 402. The

Rule 402. Manner of Service. Acceptance of Ser

(b) In lieu of service under this rule the defen agent may accept service of original process document...

BY THE COURT:



ARTHUR L. ZULICK, J.

cc: Optatus Chailla
Florence Chailla
Verizon of Pennsylvania, LLC
Brian J. Calistri, Esquire
Charlene A. McLaughlin, Esquire

MONROE COUNTY, PA

EXHIBIT 10 - FREEDOM ESSENTIALS CURRENT 11/3/20 BILL

verizon **OPTATUS CHAILLA**
 Primary Phone: 570-424-5386
 Account Number: 250-086-087-0001-35
Bill Date: November 3, 2020

Ways to Pay
 • Via the My Fios app
 • Online at verizon.com/payonline
 • In person. See verizon.com/finda

Past due: \$1,939.75 + This month's charges: \$97.25 = Total due: \$2,037.00

Please pay immediately to keep enjoying your service. Due by November 30.

Take action
 • You have an overdue balance so your bill is higher than normal. If you haven't already, please pay the overdue balance one of our easy Ways to Pay.

This month's charges

Internet & Phone Bundle	\$58.89
Services & Equipment	\$15.00
Fees & Other Charges	\$22.26
Charges Due by November 30	\$97.25
Past Due Pay Immediately	\$1,939.75
Total Due	\$2,037.00

Changes from last month

October	\$1,939.75
November	\$2,037.00 (+\$97.25)

Here's why

- Unpaid balance from your previous bill increased \$81.72.
- Your bundled services changed \$5.00.
- Some taxes and fees increased along with the amount of your bill \$0.53.
- Visit verizon.com/viewbill for more information.

Return only this stub with your payment. We will not review or honor other written notifications. Visit verizon.com.

Account Number: 250-086-087-0001-35
 Pay online at verizon.com/PayOnline

Charges Due by Nov 30, 2020: \$97.25
Past Due Pay Immediately: \$1,939.75
Total Due: \$2,037.00 110321
 Make check payable to Verizon

\$ _____

00031036 01 AM 0.386 K8110311 0116 XX
 OPTATUS CHAILLA
 25 GARDEN ST
 STROUDSBURG PA 18280-1336

VERIZON
 PO BOX 16800
 NEWARK NJ 07101-6800

V5 250086087000135 00000173775 000002037000



OPTATUS CHAILLA
 Primary Phone: 570-424-5385
 Account Number: 250-086-087-0001-36
Bill Date: November 3, 2020

Ways to Pay

- Via the My Fios app
- Online at verizon.com
- In person. See verizon.com

Details of Payments

Payments		Payment activity since 11/3/20
Previous Balance	1,939.75	
No Payment Received	.00	
Past Due Pay Immediately	\$1,939.75	

Details of Charges

Internet & Phone Bundle		Your monthly price.
Your bundle includes High Speed Internet 2 Yr Pricing and Verizon Freedom Essentials		
Bundle Price	\$59.99	11/4 - 12/3
Service & Equipment		Equipment and addition personalize your Verizon
Services		
TechSure Plus	15.00	10/19 - 11/18
Equipment Charges		Includes both Verizon & governmental taxes and visit verizon.com/taxes
Taxes, Governmental Fees & Surcharges		
Federal Excise Tax	.26	
PA State and Local Sales Tax	3.36	
Telecommunications Relay Service	.08	
E911	1.65	
Verizon Surcharges & Fees		
PA Gross Receipts Tax Surcharge	2.59	
Federal Universal Service Fee	4.21	
Federal Subscriber Line and Access Recovery Charge	6.12	
VLD Carrier Cost Recovery Charge	1.25	
VLD Long Distance Administrative Charge	.74	
Subtotal	\$22.26	
Charges	\$97.25	
Total Due	\$2,037.00	

EXHIBIT 11 - SEPTEMBER 21, 2020 SUCCESSFUL RETURN OF SERVICE

KEN MORRIS
Sheriff

570-420-3670
FAX: 570-517-3870



OFFICE OF THE SHERIFF
COUNTY OF MONROE
COURTHOUSE, STROUDSBURG, PA 18360-2189

OPTATUS CHAILLA Primary Plaintiff	:	COMMONWEALTH OF PA COUNTY OF MONROE
	:	
	:	
v.	:	CIVIL DIVISION
	:	CASE NO. 3504 CIVIL 2020
	:	
VERIZON OF PANNSYLVANIA LLC Primary Defendant	:	MCSO NO.G129555
	:	

SHERIFF'S SERVICE AFFIDAVIT OF RETURN

AND NOW, 9/11/2020, Sheriff returns that he did send CERTIFIED MAIL, postage prepaid, one true attested copy of the original Complaint to the within named Defendant, BRIAN L CALISTRJ OF WEBER AND GALLAGHER LAW FIRM, to his/her last known address: 200 MARKET STREET SUITE 1300 PHILADELPHIA, PA 19103.

THE RETURN RECEIPT WAS MAILED FROM OUR OFFICE ON 9/11/20 AND DELIVERED ON THE 21ST DAY OF SEPTEMBER 2020 @ 1:23PM & IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

SO ANSWERS,
Ken Morris, Sheriff
By: *[Signature]*
DEPUTY: ACOSTA, ROLANDO; Corporal;
C-6

Deposit: \$150.00 Total Costs: \$48.10 Refund: \$101.90

USPS.com® - USPS Tracking® Results

Page 1 of 2

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70163010000116174211

Remove X

Your item was delivered at 1:23 pm on September 21, 2020 in PHILADELPHIA, PA 19104.

Delivered

September 21, 2020 at 1:23 pm
Delivered
PHILADELPHIA, PA 19104

Get Updates v

Text & Email Updates

Tracking History

September 21, 2020, 1:23 pm

Delivered
PHILADELPHIA, PA 19104

Your item was delivered at 1:23 pm on September 21, 2020 in PHILADELPHIA, PA 19104.

September 17, 2020, 1:08 pm

Arrived at Unit
PHILADELPHIA, PA 19104

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$2.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$9.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$8.25

Total Postage \$20.10

Sent to
Street and Apt
City, State, ZIP

BRIAN L CALISTRI
WEBER & GALLAGHER LAW FIRM
200 MARKET ST STE 1300
PHILADELPHIA PA 19104

PS Form 3800

0360 12
Postmet Here
09/21/2020

Feedback

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=2&text28777=&tLabe...> 9/29/2020

EXHIBIT 12 - AUGUST 27, 2020 ORDER TO SERVE VERIZON BY THE MONROE COUNTY SHERIFF

COURT OF COMMON PLEAS OF MONROE COUNTY
FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

OPTATUS CHAILLA and
FLORENCE CHAILLA,

Plaintiffs,

vs.

VERIZON OF PENNSYLVANIA, LLC,

Defendant.

No. 3504 CV 2020

ORDER

AND NOW, this 12th day of August, 2020, the court administrator has assigned this file to me this date and I've reviewed the order of the Commonwealth Court dated May 26, 2020, transferring the case to the Monroe County Court of Common Pleas. A review of the docket from the Commonwealth Court does not show that the complaint has been served and does not contain a copy of an amended complaint. IT IS ORDERED that a status conference shall be held on the 27th day of August, 2020 at 1:15 o'clock p.m., in Courtroom No. 5, Monroe County Courthouse, Stroudsburg, Pennsylvania to address whether the Plaintiffs have obtained service of the complaint upon Verizon and to schedule trial.

BY THE COURT:

Arthur L. Zulick

ARTHUR L. ZULICK, J.

cc: Optatus Chaila
Florence Chaila
Verizon of Pennsylvania, LLC
Suzan DeBusk Paiva, Esquire

PRO NOTARIAL
AUG 12 A.D. 2020
6:49

EXHIBIT 12 AUGUST 27, 2020 ORDER TO SERVE VIA MONROE COUNTY SHERIFF

COURT OF COMMON PLEAS OF MONROE COUNTY
43RD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

OPTATUS CHAILLA and FLORENCE : 3504 CV 2020
CHAILLA, :
Plaintiffs :
vs. :
VERIZON OF PENNSYLVANIA, LLC., :
Defendant. :

ORDER

AND NOW, this 27TH day of August, 2020, this matter having been called for Status Conference, the Chailas appearing today, and Counsel for Verizon also appearing but not accepting service, and the Chailas having attempted service by mail, but not having attempted service pursuant to Rule 400(a) through the Sheriff, **IT IS ORDERED** as follows:

1. The Chailas shall attempt service on Verizon through the Monroe County Sheriff's Office within 90 days.
2. In the event that the Sheriff is unsuccessful in serving Verizon for some reason, the Chailas shall file a Motion for Special Service within 90 days.
3. A case management order shall follow.

PROthonotary
2020 AUG 28 P 1:11
MONROE COUNTY, PA

BY THE COURT:

Arthur L. Zulick
ARTHUR L. ZULICK, JUDGE

cc: Optatus Chaila, Pro Se, 25 Garden Street, PO Box 1111, Stroudsburg, Pennsylvania, 18360
Florence Chaila, Pro Se, 25 Garden Street, PO Box 1111, Stroudsburg, Pennsylvania, 18360
Suzan Paiva, Esquire
Ryan McBride, Esquire, 291 Penn Ave, Suite 400, Scranton, PA 18503

EXHIBIT 13 PROTHONOTARY OFFICE'S FILLED SUCCESSFUL SHERIFF RETURN OF SERVICE

<p>KEN MORRIS Sheriff</p>		<p>570-420-3670 FAX: 570-517-3870</p>
<p>OFFICE OF THE SHERIFF COUNTY OF MONROE COURTHOUSE, STROUDSBURG, PA 18360-2189</p>		<p>PROTHONOTARY 2020 SEP 30 A 03 09 MONROE COUNTY, PA</p>
<p>OPTATUS CHAILLA Primary Plaintiff</p>	<p>:</p>	<p>COMMONWEALTH OF PA COUNTY OF MONROE</p>
<p>v.</p>	<p>:</p>	<p>CIVIL DIVISION CASE NO. 3504 CIVIL 2020</p>
<p>VERIZON OF PANNSYLVANIA LLC Primary Defendant</p>	<p>:</p>	<p>MCSO NO.G129555</p>
<p><u>SHERIFF'S SERVICE AFFIDAVIT OF RETURN</u></p>		
<p>AND NOW, 9/11/2020, Sheriff returns that he did send CERTIFIED MAIL, postage prepaid, one true attested copy of the original Complaint to the within named Defendant, BRIAN L CALISTRU OF WEBER AND GALLAGHER LAW FIRM, to his/her last known address: 200 MARKET STREET SUITE 1300 PHILADELPHIA, PA 19103.</p>		
<p>THE RETURN RECEIPT WAS MAILED FROM OUR OFFICE ON 9/11/20 AND DELIVERED ON THE 21ST DAY OF SEPTEMBER 2020 @ 1:23PM & IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.</p>		
<p>SO ANSWERS, Ken Morris, Sheriff By: <u>Rolando Acosta</u> DEPUTY: ACOSTA, ROLANDO; Corporal; C-6</p>		
<p>Deposit:</p>	<p>\$150.00</p>	<p>Total Costs: \$48.10 Refund: \$101.90</p>

EXHIBIT R - RESTRICTED LOCAL BILL OF AUGUST4, 2018



OPTATUS CHAILLA
Primary Phone: 570 424 5386
Account Number: 570 424 5386 | 076 33Y
Bill Date: August 4, 2018

- Ways to Pay
- Via the My Fios app
- Online at verizon.com/PayOnline

Account Summary

Table with columns for Description, Amount, and Date. Rows include Previous Balance (48.75), Payment Received (33.00), Overdue - Please Pay Now (15.75), Services & Equipment (16.07), Fees & Other Charges (12.04), Charges Due by August 29 (28.11), and Total Due (43.86).

To avoid a late payment charge, pay the total due by Aug 29, 2018. For TV, internet and wireless services, the late payment charge is \$5 or 1.5% of your total due, whichever is greater, 1 for all other services, the late payment charge is 125%.

What changed?

- A Late Payment Charge of \$20 was added.

Offers & benefits

Own a business?

If you own a small business, we have solutions for you. Verizon products, support and reliability make Verizon the right choice for small business owners.

Moving?

Give us a call and ask about Fios available at your new home. We make moving service easy and convenient to accommodate your busy schedule.

Return only this stub with your payment. We will not review or honor other written notifications. Visit verizon.com

Account Number: 570 424-5386 076 33Y
Total Due: \$43.86 08041

Make check payable to Verizon

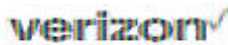
\$ _____

00019577 01 AV 0.375 VPC21611 0065 0X
OPTATUS CHAILLA
25 GARDEN ST
STRONDSBURG PA 18060-1336



VERIZON
PO BOX 28000
LEHIGH VALLEY PA 18002-8000

10957004245386076102804242000001000000157500000004386900



OPTATUS CHAILLA
Primary Phone: 570-121-5386
Account Number: 250 088 087-0001-35
Bill Date: November 3, 2020

NY
18
LO

Customer Notices

Your Choices to Limit Use and Sharing of Information for Marketing

You have choices about Verizon's use and sharing of certain information for the purpose of marketing new services to you. Verizon offers a full range of services, such as television, telephony, high-speed internet, video, and local and long distance services.

Unless you notify us as explained below, we may use or share your information beginning 30 days after the first time we notify you of this policy. Your choice will remain valid until you notify us that you wish to change it, which you have the right to do at any time. Verizon protects your information and your choices won't affect the provision of any services you currently have with us.

Customer Proprietary Network Information

Customer Proprietary Network Information (CPNI) is information available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location and amount of use of the telecommunications and inter-connected "VoIP" services you purchase from us, as well as related billing information.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. If you don't want us to use or share your CPNI with our affiliates and agents for this purpose, let us know by calling us any time at 1.888.483.9700.

Information about Your Credit

Information about your credit includes your credit score, the information found in your consumer reports and your account history with us. We may share this information among the Verizon family of companies for the purpose of marketing new services to you. If you don't want us to share this information among the Verizon family of companies for the purpose of marketing new services to you, let us know by calling us any time at 1.844.366.2979.

Electronic Fund Transfer (EFT)

Paying by check will sometimes require us to process your check or use the check information for a one-time EFT from your bank account. Verizon may retain this information to send you electronic refunds or enable your future electronic payments to us. If you do not want Verizon to retain your bank information, call 1.888.500.5358.

Late Payment Charge

To avoid a late payment charge, pay the total due by Dec 5, 2020. For TV, internet and wireless services, the late payment charge is \$5 or 15% of your total due, whichever is greater. For all other services, the late payment charge is 1.25%.

Service Providers

Verizon PA provides regional, local calling and related features, other voice services, and Fios TV service, unless otherwise indicated. Verizon Long Distance provides long distance calling and other services identified by "VLD" in the applicable billed line item. Verizon Online provides Internet service and Fios TV equipment. Fios is a registered mark of Verizon Trademark Services LLC.

Restatement of Charges

This chart restates your charges by 0 to maintain your basic telephone service bill in full. Verizon applies your payment to Non-Basic. Basic includes charges applicable taxes and fees. If you don't amount Verizon could disconnect your service. If you don't pay Non-Basic, we your local telephone service but this be suspended.

Table with 2 columns: Category, Past Due. Rows: Basic (274.59), Non-Basic (1662.10), Total (1936.75). Includes approximately \$3.70 for PA.

Services

Blocking of Third Party Charges
You can block third party charges to your Verizon.com/blocking or call 1.800.Ve

Questions

- Visit Verizon.com/Support
1.800.Verizon (1.800.837.4966)
Customers with disabilities, call 1.800.837.4966 (TTY)

More Ways to Pay

- Set up auto pay: Verizon.com/AutoPay
Pay in person: Verizon.com/PayMyBill
Pay by phone (fee applies): 1.800.837.4966

Bankruptcy Information

If you are or were in bankruptcy, this bill for pre-bankruptcy service. You should pre-bankruptcy amounts, they are for Mail bankruptcy-related correspondence: Drive, Suite 550, Walken Spring, MD 21151

Questions and Correspondence

If you have a bill problem or complaint before your bill is due. You may also obtain an explanation of charges on your bill, the accuracy of your bill by contacting Verizon.com/ContactUs, 1.800.VL1R17 at PO Box 16804 Newark, NJ 07101-6804

IGT



OPTATUS CHAILLA
Primary Phone: 570 424 5386
Account Number: 570 424 5386 1076133Y
Bill Date: August 4, 2018



My Verizon

Save time, go online. P
renew services & get a
verizon.com/myverizo

**Fast answers
are the best
answers.**

Quick, helpful support is
available online at
verizon.com/Support.



Verizon Fast Facts

My Verizon

Managing your Verizon services is
easy with My Verizon. You can add
or change services, review and pay
your bill, update your email address,
create sub-accounts and more.
Register at [verizon.com/
myverizon](http://verizon.com/myverizon) to get started.



Moving made eas

Set up your new service
Go to verizon.com/mov

Frequently Asked Questions

How can I make a payment arrangement?

You can use the My Fios app or verizon.com/PayBill.

How do I verify and update my email address?

You can verify or update your email address by visiting us at
verizon.com/MyVerizon. Select 'Profile' then 'My Profile'.

**What are the Taxes, S
Fees on my bill?**

Your bill includes federal
taxes, governmental su
as well as Verizon surch
These charges vary dep
products and services,
which state you use the
services. For more info
verizon.com/TaxesAnd

VPC21611 019577 0002

RM



OPTATUS CHAILLA

Primary Phone: 570 424 5388

Account Number: 570 424-5388 076 (33Y

Bill Date: August 4, 2018

Customer Notices

Your Choices to Limit Use and Sharing of Information for Marketing

You have choices about Verizon's use and sharing of certain information for the purpose of marketing new services to you. Verizon offers a full range of services, such as television, telematics, high-speed internet, video, and local and long distance services.

Unless you notify us as explained below, we may use or share your information beginning 30 days after the first time we notify you of this policy. Your choice will remain valid until you notify us that you wish to change it, which you have the right to do at any time. Verizon protects your information and your choices won't affect the provision of any services you currently have with us.

- Customer Proprietary Network Information

Customer Proprietary Network Information (CPNI) is information available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. If you don't want us to use or share your CPNI with our affiliates and agents for this purpose, let us know by calling us any time at 1.866.483.0700.

- Information about Your Credit

Information about your credit includes your credit score, the information found in your consumer reports and your account history with us. We may share this information among the Verizon family of companies for the purpose of marketing new services to you. If you don't want us to share this information among the Verizon family of companies for the purpose of marketing new services to you, let us know by calling us any time at 1.844.366.2879.

Electronic Fund Transfer (EFT)

Paying by check authorizes us to process your check or use the check information for a one-time EFT from your bank account. Verizon may retain this information to send you electronic refunds or enable your future electronic payments to us. If you do not want Verizon to retain your bank information, call 1.888.500.5388.

Service Providers

Verizon PA provides regional, local calling and related features, other voice services, and Fios TV service, unless otherwise indicated. Verizon Long Distance provides long distance calling and other services identified by "VLD" in the applicable billed line item. Verizon Online provides Internet service and Fios TV equipment. Fios is a registered mark of Verizon Trademark Services LLC.

Restatement of Charges

This chart restates your charges by category. To maintain your basic telephone service when you bill in full, Verizon applies your payment first to Basic to Non-Basic. Basic includes charges for local call applicable taxes and fees. If you don't pay the Pre amount Verizon could disconnect your local long service. If you don't pay Non-Basic, Verizon won't your local telephone service but these Non-Basic be suspended.

Category	Past Due	New
Basic	15.26	27.62
Non-Basic	.49	.49
Total	15.75	28.11

Includes approximately \$15.7 for PA taxes on utility

Services

Blocking of Third Party Charges Available

You can block third party charges to your Verizon verizon.com/blocking or call 1.800.Verizon (1.800.

Questions

- Visit verizon.com/Support
- 1.800.Verizon (1.800.837.4988)
- Customers with disabilities, call 1.800.974.6011 (tty)

More Ways to Pay

- Set up auto pay: verizon.com/AutoPay
- Pay in person: verizon.com/PaymentLocation
- Pay by phone (fee applies): 1.800.837.4988

Bankruptcy Information

If you are or were in bankruptcy, this bill may include pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your Inform Mail bankruptcy-related correspondence to 500 Drive, Suite 550, Weldon Spring, MO 63304.

Questions and Correspondence

If you have a bill problem or complaint, please call before your bill is due. You may also obtain a rate of an explanation of charges on your bill, and learn the accuracy of your bill by contacting us at verizon.com/ContactUs, 1.800.VERIZON (1.800.8 at PO Box 4046, Tinton NJ 08850-4046

Reference E

EXHIBIT S - RESTRICTED LOCAL CALLING INSTALLED

Dr. Optatus Chaila <dr.chaila@yahoo.com>

To: verizon-notification@verizon.com

Wed, Dec 16, 2015 at 3:11 PM

I need to know how you arrive at the **December 4, 2015** Overdue balance of **\$ 31.06** when you have been paid *for each month* the **\$ 27.20** required under this contract? More specifically, trace the transactions for months beginning **July 4, 2015** to demonstrate the lack of payment in this regard so I can also check the correctness of your records. Thank you.


Optatus Chaila

Customer

Phone #: **570-424-5386**

Hide original message

On Tuesday, November 25, 2014 5:21 PM, Verizon Notification <verizon-notification@verizon.com> wrote:

	
Thank you for your order	
Tracking Number: PA11147864412	
Telephone Number: 570-424-0728	
Order Date: 11/26/2014	

Dear OptatusChailla,

Thank you for your recent order. We're happy to have you with Verizon! Below is a recap of your new services. You can [check your order](#) status anytime using your zip code, along with the tracking and telephone numbers listed above. Please note that it may take up to 24 hours for your order information to be available.

Order Overview

Local Telephone Services

- New Service Connection
- Regional Toll Carrier -- NOT AVAILABLE
- No Inside Wire Maintenance Plan
- Touch-tone Service
- Local Area Unlimited Service
- Subscriber Line Charge - Primary Line
- Line Connection Charge - Element 2
- Line Connection Charge - Dial-tone Connection
- Local Number Portability
- Federal Universal Service Fund Surcharge - Consumer Primary Line
- Access Recovery Charge Line Charge
- Listed and Published

The access number you dial to reach your Home Voice Mail mailbox is . Please refer to your product guide for instructions on setting up your mailbox

Terms and Conditions

As a Verizon telephone customer, you have many rights and responsibilities. For more information on customer service agreements, terms of use, and applicable tariffs for residential and wireless services, please [visit us online](#).

Also, as part of our ongoing initiative to stop "cramming" (unauthorized charges on your phone bill for services that you did not request), when you notify us that you have been crammed, Verizon will automatically credit your account for charges relating to services that you did not order or use. In addition, you will be provided the option to block all charges from third parties and only be billed for charges from Verizon and your pre-selected providers of regional toll and long distance services.

We hope you enjoy your new Verizon services. Should you have any questions about your order, feel free to [contact us](#) using the tracking number above.

Thank you for allowing us to serve you.

Sincerely,
Verizon

User Guides

[Product instructions and user guides](#) for your new

<p>Your personal information is protected in our Contact Us form. However, do not send credit card, password or other sensitive information in a standard email message. Ensure Verizon emails reach your inbox by adding mailto:Verizon-Notification@verizon.com to your "safe" email list. Your email or Internet provider can provide instructions on how it works.</p>						
<p>This email has been sent from an auto-notification system that cannot accept incoming email.</p>						
<hr/>						
Sign In		Forgot Your Password?		Customer Service	© 2010 Verizon	
<hr/>						
<hr/>						

EXHIBIT T - PAIVA'S SUBORNED PERJURY CORROBORATION

Suzan DeBusk Paiva
Associate General Counsel



900 Race Street, 6th Floor
Philadelphia, PA 19107

April 15, 2020

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street – Filing Room (2 North)
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: **C-2019-3008691 Opinion & Order – Chaila v. Verizon Pennsylvania LLC**

Dear Secretary Chiavetta:

In compliance with the Opinion & Order entered on March 31, 2020, please be advised that the Verizon service account of Optatus Chaila was credited on April 13, 2020, \$89.27 for 57 days of voice service (see p. 17 of Order) and \$26.66 for 32 days of DSL service (see p. 19 of Order), satisfying the requirements of paragraphs 7 and 8 of the aforementioned Order.

Feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva/sau".

Suzan D. Paiva
Counsel for Verizon Pennsylvania LLC

SDP/sau
cc: Optatus Chaila

EXHIBIT U - RESTRICTED LOCAL CALLING PLAN RANGE INSTALLED 2015



Dascher, Nancy E <nancy.e.dascher@verizon.com>

To:

dr.chailla@yahoo.com

Wed, Jun 24, 2015 at 4:01 PM

- Hello Dr. Chailla,

Unfortunately, I cannot adjust your local calling area. The 689 area is a Hamlin exchange and would be a regional toll call. The 253 area is a Honesdale exchange and would also be a regional toll call. Both exchanges are not within your local calling area.

You currently have no regional toll carrier on your line. Verizon can be added as a regional toll carrier and calls to those areas would bill at \$.18-.25 per minute depending on the time of day you make the call. We also have a package available that would include regional toll calls, but your monthly rate would increase by approximately \$26.00 per month. You would have to make a significant number of calls outside of your local calling area to warrant changing your plan.

Please let me know if you need any additional information.

Nancy

- [Hide original message](#)

- **From:** Dr. Optatus Chailla [mailto:dr.chailla@yahoo.com]
Sent: Tuesday, June 23, 2015 4:39 PM
To: Dascher, Nancy E
Subject: The NXX options within the 570 NPA covered by this service

Nancy:

Thank you again and I heed your advice. However, as can be inferred from the email you sent me sometime ago below, this is probably in your lap. Can you make some minor adjustments to the list of my local call areas? In the Stroudsburg, PA block, can you add **NXX 689**. I thought it easy since in that block there is NXX 688, which is pretty close to NXX 689. If I must sacrifice one that is on the list, I offer either NXX 977 or NXX 982 or NXX 994 as the replacement. Finally, is it possible to include the Honesdale Community/Exchange (in particular **NXX 253**) instead of Stroudsburg, NJ (NPA 908)? I need very much because of *doctor visits*. Once again, thank you.

Regards,

Dr. Chailla

Hello Dr. Chailla,

Attached is a Lifeline brochure. I would be happy to forward you an application for Lifeline service if you think you may qualify.

Listed below is your local calling area. With the service you subscribe to on your telephone line, calls to the areas below are included in your monthly rate. Calls to other areas would be considered toll calls.

I have advised the PA Public Utility Commission that we are continuing in our attempt to resolve the issues.

Thank you,

Nancy Dascher
215-283-1945

•

Community/ Exchange	NPA	NXX	Zone/Band
Bushkill, PA	570	431 588	LOCAL
Cresco, PA	570	481 595	LOCAL
Lords Valley, PA	570	257 775	LOCAL
Mount Pocono, PA	570	216 243 580 615 839 894 895 957 972	LOCAL
Saylorsburg, PA	570	402 801 992	LOCAL
Stroudsburg, NJ	908	224 841	LOCAL
Stroudsburg, PA	570	213 223 234 236 242 269350 369 420 421 422 424 426 460 476 517 534 619 620 629 656 664 688 730 807 856 872 977 982 994	LOCAL

EXHIBIT V -NOTICE OF APPEAL REFUSED BY WEBER & GALLAGHER

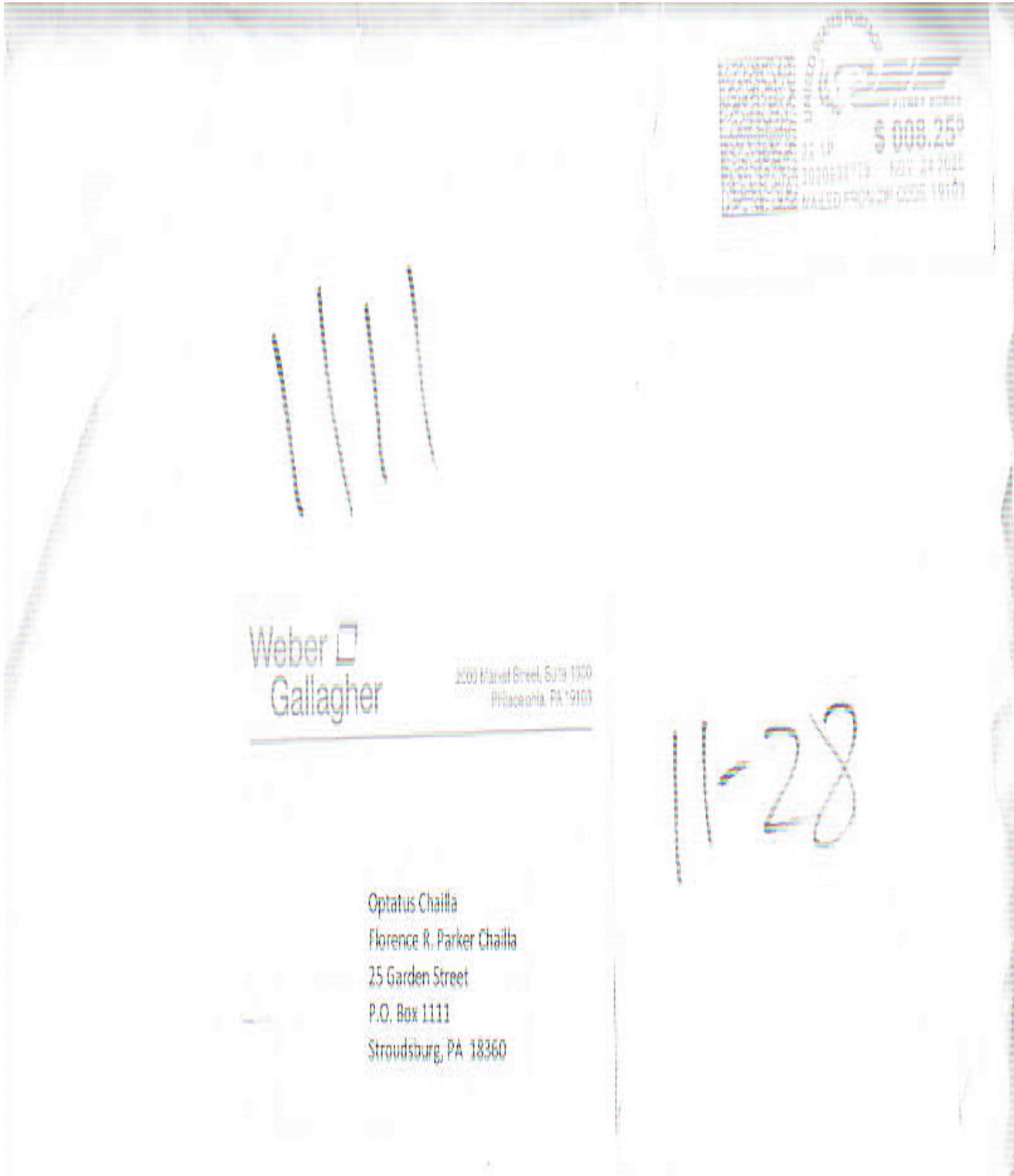


EXHIBIT W - 10-DAY NOTICE REFUSED BY WEBER & GALLAGHER

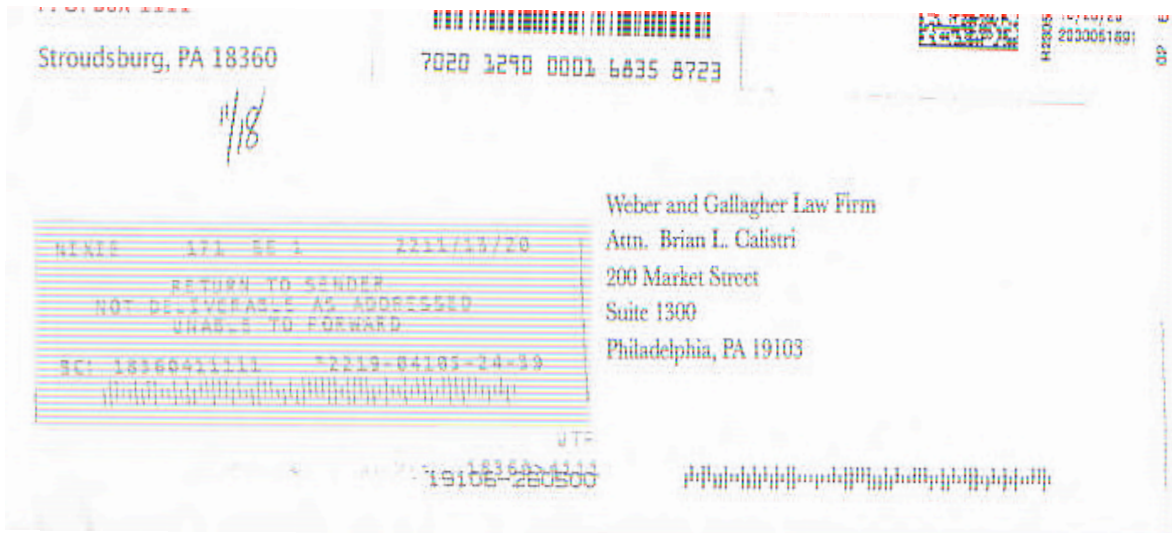


EXHIBIT X - DEFAULT JUDGMENT REFUSED BY WEBER & GALLAGHER

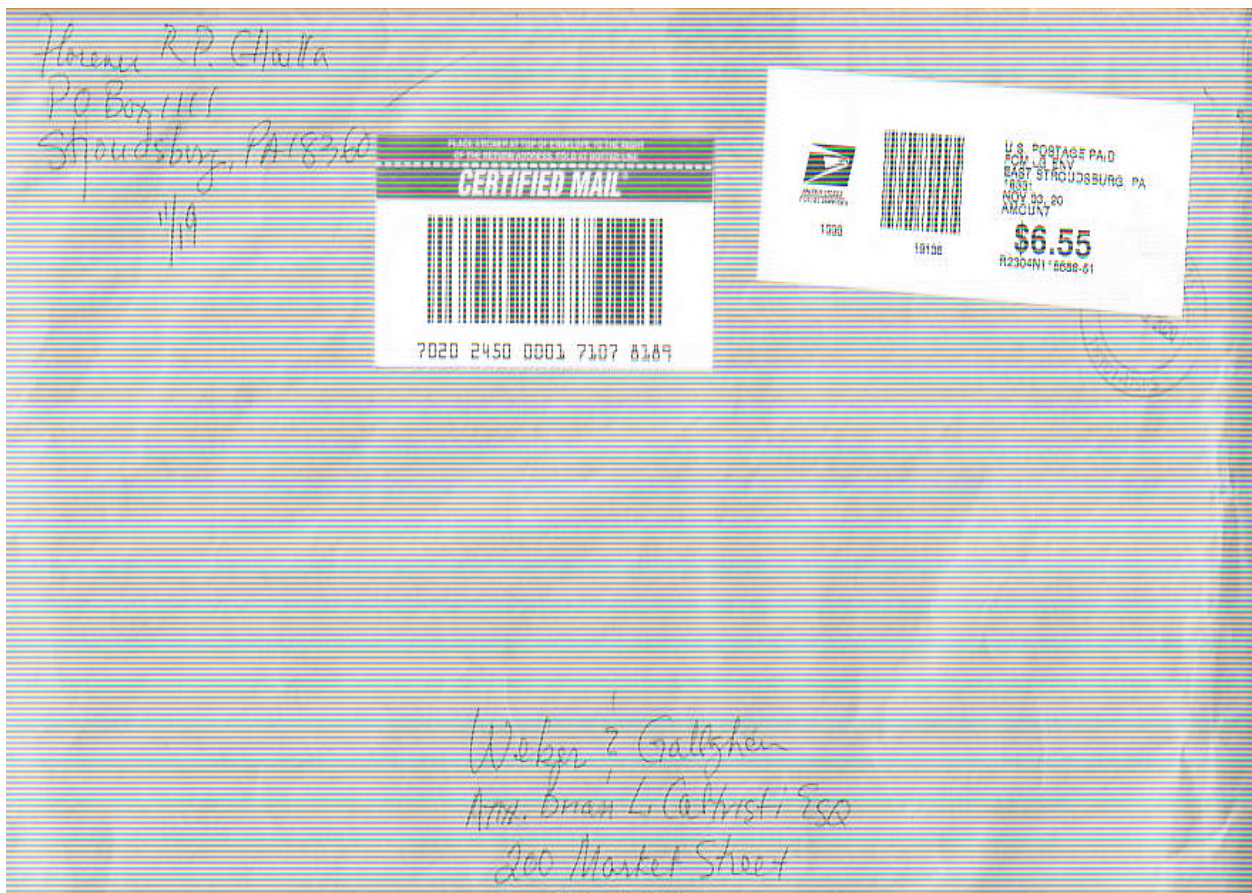


EXHIBIT Y - April 25, 2020 refusal to accept mail service

Florence Parker <thebusiness2@yahoo.com>

To: Friedman, Meryl

Cc: Suzan D. Paiva

Bcc: Ryan Sheffer

Mon, May 18 at 6:11 PM

Ms. Freidman:

Internal corporate service is just that - internal to Verizon. Quite awkward also is your request to receive paper via the U. S. Postal Mails to effect service as the only option considered proper by Verizon.

Strange, the Court is the authority to dictate what service is proper. You should know that throughout Ms. Pavia as Associate Counsel of record, she has sent and we received email service of papers and we sent papers to her by email without issue. Your email of today is the first I have learned of you as a *Supervisor Litigation Support* personnel for Verizon.

It also is the first time I have dealt with what constitutes proper service by a Verizon. Ms. Pavia, who is the Attorney of record, she also provided you with a copy of papers she received as you admitted; she voiced no objection to how she received documents and to the best of my knowledge, she is the only legal representative for Verizon. As a result, on April 23 and May 5, 2020, she received emailed copies of the filed documents. Until Ms. Pavia is changed, she is the only Attorney of Record to receive papers in this matter.

Further in the *Commonwealth Court of Pennsylvania*, it has provided an option to serve papers electronically as it has disclosed on May 6, 2020; that option will be exercised as use of the U. S. Postal Mail is not currently efficient as it once was with assuring timely receipt.

Therefore, electronic filed documents it is the manner to be used to serve documents in the future.

Further, until and unless your name is added to receive documents via the electronic Commonwealth Court system, I do not understand why you have (1) demanded service by paper using U. S. Postal Mail or mail service, (2) made a request for a Demand when an election is to allow the court to decide and (3) for anything else.

Regards,

Florence R. Parker Chailla

Show original message



Friedman, Meryl <meryl.l.friedman@verizon.com>
To: thebusiness2@yahoo.com

Mon, May 18 at 4:38 PM

Ms. Parker Chailla

Your email was forwarded to my by Suzan Paiva. Thank you for the heads up to Verizon concerning your litigation and we will be researching your dispute. However, Verizon does not accept email as proper service of a complaint so kindly serve Verizon per Pennsylvania rules of process.

I also notice that your complaint does not include a demand - would you kindly quantify your damage demand?

Much appreciated.



Meryl Friedman
Supervisor Litigation Support

30700 Russell Ranch Rd Ste. 250
Westlake Village, California

O 747-220-6871 | M 908-229-0863
Meryl.L.Friedman@Verizon.com

----- Forwarded message -----

From: **Florence Parker** <thebusiness2@yahoo.com>
Date: Sat, Apr 25, 2020 at 4:02 PM
Subject: [E] Chaila v Verizon
To: Suzan D. Paiva <suzan.d.paiva@verizon.com>

Please see attached.

Best regards,

Florence R. Parker Chaila

EXHIBIT Z - FREEDOM ESSENTIALS CALLING PLAN

IMPORTANT CONSUMER INFORMATION:

Freedom Essentials

Verizon Freedom Essentials includes unlimited direct-dialed domestic long distance service (including calling to American Samoa, Canada, Guam, Puerto Rico, the U.S. Virgin Islands and the Northern Mariana Islands), brought to you by Verizon Long Distance. A \$17.95 portion of the monthly plan rate is associated with long distance services. International, operator assisted, calling card and Personal Toll-Free calls are not included in the monthly plan rate. All other services and features that are part of Verizon Freedom Essentials are provided by your Verizon local exchange company. Verizon Freedom Essentials does not provide an itemization of direct-dialed domestic calls covered by the plan on the monthly bill. International and operator assisted calls will be itemized.

If you drop the local service portion of the plan, you will no longer be entitled to unlimited direct-dialed domestic long distance calling. If you remain subscribed to Verizon Long Distance and do not choose another plan, you will automatically be defaulted to the Verizon Long Distance TalkTime 30^{min} Plan. TalkTime 30 carries a monthly recurring charge and a monthly minimum spend level and provides 30 minutes of long distance calling. Usage beyond the 30 minutes is rated at 10 cents per minute for interstate calling and varies by state for in-state calling.

Verizon Freedom Essentials is for residential customers. Offer is for residential voice use only. It is not available for business customers. If you use the service for non-residential voice purposes, Verizon Long Distance, after notifying you, will change your plan to the Verizon TalkTime 30 Plan.

If you change your long distance provider, Verizon Freedom Essentials will be removed from your account and you will be automatically placed on the Verizon Regional Essentials plan. This plan includes the same services as Verizon Freedom Essentials, without the long distance feature. Verizon Freedom Essentials is provided pursuant to applicable tariffs and contract terms and conditions. Failure to pay your Verizon Freedom Essentials plan charges in full may result in a loss of some/all of your plan services. Rates, terms, conditions, functionality and availability may vary. Universal Service Fund fees, taxes and other charges apply

Freedom Value

Verizon Freedom Value includes unlimited direct-dialed domestic long distance service (including calling to American Samoa, Canada, Guam, Puerto Rico, the U.S. Virgin Islands and the Northern Mariana Islands), brought to you by Verizon Long Distance. A \$17.95 portion of the monthly plan rate is associated with long distance services.

International and operator assisted calls are not included in the monthly plan rate. All other services 1 that are part of Verizon Freedom Value are provided by your Verizon local exchange company. Verizon Freedom Value does not provide an itemization of direct-dialed domestic calls covered by the plan on the monthly bill. International and operator assisted calls will be itemized.

If you drop the local service portion of the plan, you will no longer be entitled to unlimited direct-dialed domestic long distance calling. If you remain subscribed to Verizon Long Distance and do not choose another plan, you will automatically be defaulted to the Verizon Long Distance TalkTime 30[™]Plan. TalkTime 30 carries a monthly recurring charge and a monthly minimum spend level and provides 30 minutes of long distance calling. Usage beyond the 30 minutes is rated at 10 cents per minute for interstate calling and varies by state for in-state calling.

Verizon Freedom Value is for residential customers. Offer is for residential voice use only. It is not available for business customers. If you use the service for non-residential voice purposes, Verizon Long Distance, after notifying you, will change your plan to the Verizon TalkTime 30 Plan.

If you change your long distance provider, Verizon Freedom Value will be removed from your account and you will be automatically placed on the Verizon Regional Value plan. This plan includes the same services as Verizon Freedom Value , without the long distance feature. Verizon Freedom Value is provided pursuant to applicable tariffs and contract terms and conditions. Failure to pay your Verizon Freedom Value plan charges in full, may result in a loss of some/all of your plan services. Rates, terms, conditions, functionality and availability may vary. Universal Service Fund fees, taxes and other charges apply.