

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

-----*
RAYMOND G. GEHRING, :
Complainant, : Docket No.:
vs. : F-2024-3048169
VERIZON PENNSYLVANIA LLC, :
Respondent. :
-----*

Pages 1 through 146

INITIAL HEARING
Judge's Chambers
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Wednesday, October 15, 2025
Met, pursuant to notice, at 10:31 a.m.

BEFORE: THE HONORABLE ERIN GANNON
Administrative Law Judge

INDEX TO EXHIBITS
Docket No.: F-2024-3048169
Hearing Date: October 15, 2025

EXHIBITS INDEX

NUMBER		IN EVIDENCE
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Gehring Exh. 1

(7)-28 ADDITIONAL
OUNCE
POSTAGE

PJCALW
3



READING
2100 N 13TH ST
READING, PA 19612-9992
www.usps.com

06/10/2025 05:51 PM

Product	Qty	Unit Price	Price
School Bus	7	\$0.28	\$1.96
Grand Total			\$1.96
Debit Card Remit			\$1.96

Card Name: Master Card
 Account #: XXXXXXXXXX4972
 Approval #: 712810
 Transaction #: 776
 Receipt #: 051732
 Debit Card Purchase \$1.96
 AID: A0000000042203
 AL: Debit
 PIN: Verified

TO REPORT AN ISSUE
 Visit <https://email.usps.com>

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

PREVIEW YOUR MAIL AND PACKAGES
 Sign up for FREE at
<https://informaldelivery.usps.com>

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.

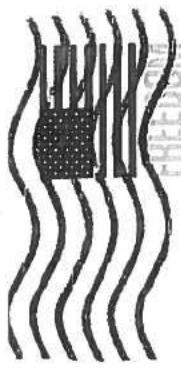
Customer Service
 1-800-ASK-USPS
 Agents do not have any additional information other than what is provided on USPS.com.

Tell us about your experience.
 Go to: <https://postalexperience.com/Pos>
 or scan this code with your mobile device.



or call 1-600-410-7420.

UFN: 416928-0112
 Receipt #: 840-51750374-4-8148812-2
 Clerk: 6



REC.
MEMO
6-02-2025

BALTIMORE MD 212
29 MAY 2025 PM 2 L

Raymond Gehring



19602-255343

Verizon
 Lisa Morse
 13100 Columbia Pike
 Silver Spring MD 20904



pennsylvania OFFICE OF OPEN RECORDS

Standard Right-to-Know Law Request Form

Good communication is vital in the RTKL process. Complete this form thoroughly and retain a copy; it may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied.

SUBMITTED TO AGENCY NAME: SUE VINCI VERIZON CHIEF PRIVACY OFFICER (Attn: AORO)

Date of Request: JULY 8, 2024 Submitted via: [] Email [x] U.S. Mail [] Fax [] In Person

PERSON MAKING REQUEST:

Name: RAYMOND G. GEHRING Company (if applicable): N/A

Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED] Email: N/A

Telephone: N/A Fax: N/A

How do you prefer to be contacted if the agency has questions? [] Telephone [] Email [x] U.S. Mail

RECORDS REQUESTED: Be clear and concise. Provide as much specific detail as possible, ideally including subject matter, time frame, and type of record or party names. RTKL requests should seek records, not ask questions. Requesters are not required to explain why the records are sought or the intended use of the records unless otherwise required by law. Use additional pages if necessary.

COPY OF 'PARTICIPATING PROVIDER' AGREEMENT / CONTRACT BETWEEN VERIZON AND AFFORDABLE CONNECTIVITY PROGRAM UMBRELLA'D BY F.C.C.

AND IF ANY ADDENDUMS OR AMENDMENTS OVER TIME -PLEASE INCLUDE COPIES AS WELL.

- DO YOU WANT COPIES? [] Yes, printed copies (default if none are checked) [] Yes, electronic copies preferred if available [] No, in-person inspection of records preferred (may request copies later)

Do you want certified copies? [] Yes (may be subject to additional costs) [x] No RTKL requests may require payment or prepayment of fees. See the Official RTKL Fee Schedule for more details. Please notify me if fees associated with this request will be more than [] \$100 (or) [] \$_____.

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? [] Yes [] No (If Yes, Final Due Date: _____) Actual Response Date: _____

Request was: [] Granted [] Partially Granted & Denied [] Denied Cost to Requester: \$_____

[] Appropriate third parties notified and given an opportunity to object to the release of requested records.

RAYMOND GEHRING
Primary Phone: [REDACTED]
Account Number: [REDACTED]
Bill Date: December 31, 2023

Your Discounts

	Price	Your Discounts	Amount You Pay
Services & Equipment Discounts			
USA Lifeline Plan		-9.00	
Discounts This Month			-\$9.00

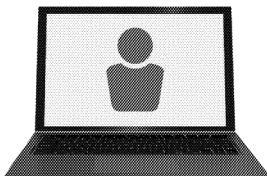
Discounts have been applied to the Total Due shown on page 1.

Discount Details
\$9 Phone discount has no current expiration.

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](https://www.verizon.com/myverizon) to get started.



Frequently Asked Questions

What is a "Requested Change in Service"?

This is the amount of charges or credits as a result of adding, removing or changing your services prior to your bill date. Monthly charges for the first full 30 day period are shown separately.

Why is my bill amount different than the amount I was quoted?

Your bill amount may vary from the amount you were quoted due to a Requested Change in Service, Taxes, Fees and Surcharges and One-Time Charges.

What are the Taxes, Surcharges, and Fees on my bill?

Your bill includes federal, state and local taxes, governmental surcharges and fees as well as Verizon surcharges and fees. These charges vary depending on what products and services you have and in which state you use these products and services. For more information go to [verizon.com/TaxesAndFees](https://www.verizon.com/TaxesAndFees).

RAYMOND GEHRING

Primary Phone: [REDACTED]

Account Number: [REDACTED]

Bill Date: December 31, 2023



Need your current balance or a payment arrangement?

- Visit the My Fios app
- Online at verizon.com/PayOnline

Details of Payments

Payments

Previous Balance	84.94
No Payment Received	.00
Past Due Pay Immediately	<u>\$84.94</u>

Payment activity since last bill date.

Details of Charges

Includes discounts shown on page 2.

Services, Equipment & Discounts

Services

Flat Rate Unlimited Service	6.87
Dial Tone Line	9.58

Discounts

USA Lifeline Plan	<u>-9.00</u>
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Subtotal	\$7.45	1/1 - 1/31
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Equipment and additional services to personalize your Verizon service.

Your One-Time Activities

Charge for Restoral of Denied SVC	11.00	12/15
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Charges that vary monthly based on your account activity.

Requested Change in Service

Removed

Services

Flat Rate Unlimited Service removed 12/12	
(\$6.87/mo. for 4 day refund)	-92

Dial Tone Line removed 12/12	
(\$9.58/mo. for 4 day refund)	-1.28

USA Lifeline Plan removed 12/12	
(\$9/mo. for 4 days)	1.20

Subtotal - 4 days	<u>-\$1.00</u>	12/12 - 12/15
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Partial month charge or refund for services added or removed prior to the bill date.

Fees & Other Charges

Taxes, Governmental Fees & Surcharges

Federal Excise Tax	.38
PA State and Local Sales Tax	.68
E911	1.65

Verizon	Surcharges	&	Fees
PA Gross Receipts Tax Surcharge	.30		
Federal Subscriber Line Charge	5.63		
Late Payment Charge	<u>.79</u>		

Subtotal	\$9.43
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Includes both Verizon fees and governmental taxes and fees. For details, visit verizon.com/taxesandfees.

Charges \$26.88

Total Due \$111.82

RAYMOND GEHRING

Primary Phone: [REDACTED]

Account Number: [REDACTED]

Bill Date: December 31, 2023

Important

Broadcast Fee

As a reminder, your monthly Fios TV Broadcast Fee has increased by \$5. This monthly fee helps cover the increasing costs Verizon pays to local programming providers for basic tier programming channels and is subject to change.

FUSF Fee Changes January 1, 2024

Your Federal Universal Service Fund (FUSF) fee may change on January 1, 2023. Authorized and reviewed quarterly by the Federal Communications Commission (FCC), the FUSF funds programs to keep local telephone rates affordable for all customers and provides discounts to schools, libraries, rural health care providers and low-income families.

Surcharges May Include:

- a Federal Subscriber Line and Access Recovery Charge applicable to state-to-state and international services that helps pay for the costs of providing and maintaining the local phone network;
- a Federal Universal Service Charge applicable to state-to-state and international services to recover fees imposed on us by the government to support universal service;
- a Carrier Cost Recovery Charge applicable to long distance customers that helps defray our costs for terminating calls on other networks, fees paid to support government programs such as Telecommunications Relay Service and local number portability, and other Federal Communications Commission-assessed charges;
- a Long Distance Administrative Charge applicable to long distance customers to help defray account servicing costs for state-to-state and international calling;
- a Federal Regulatory Fee applicable to recover the annual per video subscriber fee payment made to the FCC; and,
- a FDV Administrative Charge applicable per Fios Digital Voice line to help defray account-servicing costs associated with providing voice services.

Please note that the surcharges are charges, not taxes. These charges, and what is included in these charges, are subject to change from time to time. For additional information regarding the charges on your Verizon bill, please visit verizon.com or call the number listed on your bill.

Important Voicemail Change

As part of our ongoing commitment to provide quality service, we're upgrading our voicemail system over the next few months. Just before the change, you'll receive a message in your current voice mailbox to let you know when your new mailbox will be available.

After the upgrade please note the following:

- Your existing voicemail access number will remain the same.
- Use your existing voicemail PIN to login into the new voice mailbox.
- Then, you will be prompted to change your PIN
- You can record a new voicemail greeting or choose a default
- All new messages will go to your new voice mailbox.
- Wakeup and Reminder messages will need to be set up in the new voice mailbox.

NOTE: You'll be able to access your old voice mailbox by pressing [7] at the main menu of your new voice mailbox. All

messages in your old voice mailbox will NOT be moved to your new voice mailbox and deleted after 30 days.

For additional information about the upgrade or for Frequently Asked Questions, please visit verizon.com/voicemailupgrade.

Lifeline Customer Information

If your toll balance is higher than \$20.00 and you do not pay it within 5 days of the due date, your toll service may be shut off. We may shut off your toll service without further notice.

Application of Lifeline Partial Payments

Lifeline customers may purchase optional calling features separately or in a package. If you make a partial payment, Verizon first applies your payment toward your local phone service and related charges.

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 1.866.483.9700.

- 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 1.844.366.2879.

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

RAYMOND GEHRING

Primary Phone: [REDACTED]
Account Number: [REDACTED]
Bill Date: December 31, 5

 **Need your current balance or a payment arrangement?**

- Visit the My Fios app
- Online at verizon.com/PayOnline

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 Jan 31, 2024. For TV, internet and wireless services, the late payment charge is \$5 or 1.5% 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 category. To help you maintain your basic telephone service when you can't pay your bill in full, Verizon applies your payment first to Basic and then to Non Basic. Basic includes charges for local calling, applicable taxes and fees. If you don't pay the Past Due Basic amount Verizon could disconnect your local telephone service. If you don't pay Non Basic, Verizon won't disconnect your local telephone service but these Non Basic services may be suspended.

Category	Past Due	New	Total
Basic	76.16	24.85	101.01
Non Basic	8.78	2.03	10.81
Total	84.94	26.88	111.82

Includes approximately \$2.71 for PA taxes on utilities

Services

Blocking of Third Party Charges Available

You can block third party charges to your Verizon bill. Visit verizon.com/Blocking or call 1.800.Verizon (1.800.837.4966).

Questions

- Visit verizon.com/Support
- 1.800.Verizon (1.800.837.4966)
- Customers with disabilities, call 1.800.974.6006 (voice or tty)

More Ways to Pay

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

Bankruptcy Information

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

Questions and Correspondence

If you have a bill problem or complaint, please call or write us before your bill is due. You may also obtain a rate schedule, get an explanation of charges on your bill, and learn how to verify the accuracy of your bill by contacting us at verizon.com/ContactUs, 1.800.VERIZON (1.800.837.4966) or at PO Box 16804 Newark, NJ 07101 -6804.

RAYMOND GEHRING
Primary Phone: [REDACTED]
Account Number: [REDACTED]
Bill Date: January 31, 2024

Your Discounts

	Price	Your Discounts	Amount You Pay
Services & Equipment Discounts			
USA Lifeline Plan		-9.00	
Discounts This Month		-\$9.00	

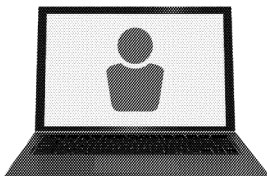
Discounts have been applied to the Total Due shown on page 1.

Discount Details
\$9 Phone discount has no current expiration.

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](https://www.verizon.com/myverizon) to get started.



Frequently Asked Questions

How can I make a payment arrangement?

You can use the My Fios app or [verizon.com/PayBill](https://www.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](https://www.verizon.com/MyVerizon). Select 'Profile' then 'My Profile'.

What are the Taxes, Surcharges, and Fees on my bill?

Your bill includes federal, state and local taxes, governmental surcharges and fees as well as Verizon surcharges and fees. These charges vary depending on what products and services you have and in which state you use these products and services. For more information go to [verizon.com/TaxesAndFees](https://www.verizon.com/TaxesAndFees).

RAYMOND GEHRING
Primary Phone: [REDACTED]
Account Number: [REDACTED]
Bill Date: January 31, 2024

 **Need your current balance or a payment arrangement?**

- Visit the My Fios app
- Online at [verizon.com/PayOnline](https://www.verizon.com/PayOnline)

Details of Payments

Payments

Previous Balance	111.82
No Payment Received	.00
Past Due Pay Immediately	<u>\$111.82</u>

Payment activity since last bill date.

Details of Charges

Includes discounts shown on page 2.

Services, Equipment & Discounts

Services	
Flat Rate Unlimited Service	6.87
Dial Tone Line	9.58
Discounts	
USA Lifeline Plan	<u>-9.00</u>
Subtotal	\$7.45 2/1 - 2/29

Equipment and additional services to personalize your Verizon service.

Fees & Other Charges

Taxes, Governmental Fees & Surcharges	
Federal Excise Tax	.43
E911	1.65
Verizon Surcharges & Fees	
PA Gross Receipts Tax Surcharge	.34
Federal Subscriber Line Charge	6.50
Late Payment Charge	<u>1.03</u>
Subtotal	\$9.95

Includes both Verizon fees and governmental taxes and fees. For details, visit [verizon.com/taxesandfees](https://www.verizon.com/taxesandfees).

Charges \$17.40

Total Due \$129.22

Important

Important Voicemail Change

As part of our ongoing commitment to provide quality service, we're upgrading our voicemail system over the next few months. Just before the change, you'll receive a message in your current voice mailbox to let you know when your new mailbox will be available.

After the upgrade please note the following:

- Your existing voicemail access number will remain the same.
- Use your existing voicemail PIN to login into the new voice mailbox.
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For additional information about the upgrade or for Frequently Asked Questions, please visit verizon.com/voicemailupgrade.

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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 1.866.483.9700.

- 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 1.844.366.2879.

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 1.888.500.5358.

Late Payment Charge

To avoid a late payment charge, pay the total due by Mar 2, 2024. For TV, internet and wireless services, the late payment charge is \$5 or 1.5% 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 category. To help you maintain your basic telephone service when you can't pay your bill in full, Verizon applies your payment first to Basic and then to Non Basic. Basic includes charges for local calling, applicable taxes and fees. If you don't pay the Past Due Basic amount Verizon could disconnect your local telephone service. If you don't pay Non Basic, Verizon won't disconnect your local telephone service but these Non Basic services may be suspended.

Category	Past Due	New	Total
Basic	101.01	16.37	117.38
Non Basic	10.81	1.03	11.84
Total	111.82	17.40	129.22

Includes approximately \$2.08 for PA taxes on utilities

Services

Blocking of Third Party Charges Available

You can block third party charges to your Verizon bill. Visit verizon.com/Blocking or call 1.800.Verizon (1.800.837.4966).

Questions

- Visit verizon.com/Support
- 1.800.Verizon (1.800.837.4966)

RAYMOND GEHRING

Primary Phone: [REDACTED]

Account Number: [REDACTED]

Bill Date: January 31, 2024



**Need your current balance
or a payment arrangement?**

- Visit the My Fios app
- Online at verizon.com/PayOnline

- Customers with disabilities, call 1.800.974.6006 (voice or tty)

More Ways to Pay

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


Bankruptcy Information

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Questions and Correspondence

If you have a bill problem or complaint, please call or write us before your bill is due. You may also obtain a rate schedule, get an explanation of charges on your bill, and learn how to verify the accuracy of your bill by contacting us at verizon.com/ContactUs, 1.800.VERIZON (1.800.837.4966) or at PO Box 16804 Newark, NJ 07101 -6804.

RAYMOND GEHRING
Primary Phone: [REDACTED]
Account Number: [REDACTED]
Bill Date: February 29, 2024

 **Need your current balance or a payment arrangement?**

- Visit the My Fios app
- Online at verizon.com/PayOnline

Past due: **\$129.22** + This month's charges: **-\$21.72** = Total due: **\$107.50**

Please pay immediately.

 **Take action**

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

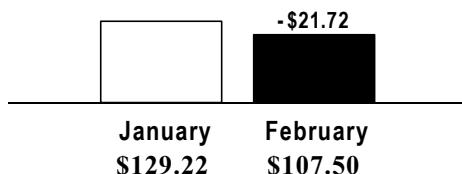
 **What changed?**

- A Late Payment Charge of \$1.36 was added.
- Your recent changes are detailed on page 3 in Requested Change in Service.

 **This month's charges**

Requested Change in Service	- \$12.67
Fees & Other Charges	- \$9.05
Charges Due	- \$21.72
Past Due	\$129.22
Total Due Pay Immediately	\$107.50

 **Changes from last month**



Here's why

- Some taxes and fees decreased along with the amount of your bill - \$19.33.
- Unpaid balance from your previous bill increased \$17.40.
- Partial month charge for phone services change - \$12.67.
- 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: [REDACTED]
Pay online at verizon.com/PayOnline

Charges Due : - \$21.72
Past Due: - \$129.22
Total Due Pay Immediately: **\$107.50 0 2 2 9 2 4**
Make check payable to Verizon

\$ _____

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RAYMOND GEHRING

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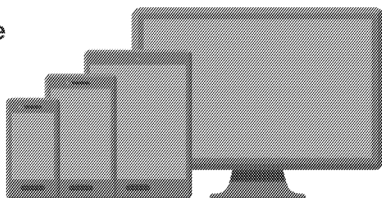
VERIZON
PO BOX 1 6800
NEWARK NJ 071 01 - 6800

V 5 [REDACTED] 00000012922 000000107508

RAYMOND GEHRING
Primary Phone: [REDACTED]
Account Number: [REDACTED]
Bill Date: February 29, 2024

Questions about your service?

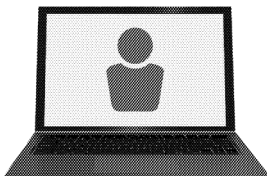
We have 24/7 support online at [verizon.com/Support](https://www.verizon.com/Support).



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](https://www.verizon.com/myverizon) to get started.



Frequently Asked Questions

What is a "Requested Change in Service"?

This is the amount of charges or credits as a result of adding, removing or changing your services prior to your bill date. Monthly charges for the first full 30 day period are shown separately.

Why is my bill amount different than the amount I was quoted?

Your bill amount may vary from the amount you were quoted due to a Requested Change in Service, Taxes, Fees and Surcharges and One-Time Charges.

What are the Taxes, Surcharges, and Fees on my bill?

Your bill includes federal, state and local taxes, governmental surcharges and fees as well as Verizon surcharges and fees. These charges vary depending on what products and services you have and in which state you use these products and services. For more information go to [verizon.com/TaxesAndFees](https://www.verizon.com/TaxesAndFees).

RAYMOND GEHRING

Primary Phone: [REDACTED]

Account Number: [REDACTED]

Bill Date: February 29, 2024



Need your current balance or a payment arrangement?

- Visit the My Fios app
- Online at verizon.com/PayOnline

Details of Payments

Payments

Previous Balance	129.22
No Payment Received	.00
Past Due	<u>\$129.22</u>

Payment activity since last bill date.

Details of Charges

Requested Change in Service

Removed	Services		
Flat Rate Unlimited Service removed 1/11		-11.68	
Dial Tone Line removed 1/11		-16.29	
USA Lifeline Plan removed 1/11		<u>15.30</u>	
Subtotal		<u>-\$12.67</u>	1/11 - 2/29

Partial month charge or refund for services added or removed prior to the bill date.

Fees & Other Charges

Taxes, Governmental Fees & Surcharges

Federal Excise Tax	-.73
E911	1.95
Verizon Surcharges & Fees	
PA Gross Receipts Tax Surcharge	-.58
Federal Subscriber Line Charge	-11.05
Late Payment Charge	<u>1.36</u>
Subtotal	<u>-\$9.05</u>

Includes both Verizon fees and governmental taxes and fees. For details, visit verizon.com/taxesandfees.

Charges

-\$21.72

Total Due

\$107.50

Important

Important Voicemail Change

As part of our ongoing commitment to provide quality service, we're upgrading our voicemail system over the next few months. Just before the change, you'll receive a message in your current voice mailbox to let you know when your new mailbox will be available.

After the upgrade please note the following:

- Your existing voicemail access number will remain the same.
- Use your existing voicemail PIN to login into the new voice mailbox.
- Then, you will be prompted to change your PIN
- You can record a new voicemail greeting or choose a default
- All new messages will go to your new voice mailbox.
- Wakeup and Reminder messages will need to be set up in the new voice mailbox.

NOTE: You'll be able to access your old voice mailbox by pressing [7] at the main menu of your new voice mailbox. All messages in your old voice mailbox will NOT be moved to your new voice mailbox and deleted after 30 days.

For additional information about the upgrade or for Frequently Asked Questions, please visit verizon.com/voicemailupgrade.

Lifeline Customer Information

If your toll balance is higher than \$20.00 and you do not pay it within 5 days of the due date, your toll service may be shut off. We may shut off your toll service without further notice.

Application of Lifeline Partial Payments

Lifeline customers may purchase optional calling features separately or in a package. If you make a partial payment, Verizon first applies your payment toward your local phone service and related charges.

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 1.866.483.9700.

- 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 1.844.366.2879.

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 1.888.500.5358.

Late Payment Charge

To avoid a late payment charge, pay the total due by Mar 31, 2024. For TV, internet and wireless services, the late payment charge is \$5 or 1.5% 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 category. To help you maintain your basic telephone service when you can't pay your bill in full, Verizon applies your payment first to Basic and then to Non Basic. Basic includes charges for local calling, applicable taxes and fees. If you don't pay the Past Due Basic amount Verizon could disconnect your local telephone service. If you don't pay Non Basic, Verizon won't disconnect your local telephone service but these Non Basic services may be suspended.

Category	Past Due	New	Total
Basic	117.38	-40.79	76.59
Non Basic	11.84	19.07	30.91
Total	129.22	-21.72	107.50

Includes approximately \$1.22 for PA taxes on utilities

Services

Questions

- Visit verizon.com/Support
- 1.800.Verizon (1.800.837.4966)
- Customers with disabilities, call 1.800.974.6006 (voice or tty)

RAYMOND GEHRING

Primary Phone: [REDACTED]

Account Number: [REDACTED]

Bill Date: February 29, 2024



**Need your current balance
or a payment arrangement?**

- Visit the My Fios app
- Online at verizon.com/PayOnline

More Ways to Pay

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


Bankruptcy Information

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

Questions and Correspondence

If you have a bill problem or complaint, please call or write us before your bill is due. You may also obtain a rate schedule, get an explanation of charges on your bill, and learn how to verify the accuracy of your bill by contacting us at verizon.com/ContactUs, 1.800.VERIZON (1.800.837.4966) or at PO Box 16804 Newark, NJ 07101 -6804.

RAYMOND GEHRING
Account Number: [REDACTED]
Bill Date: March 31, 2024

 **Need your current balance or a payment arrangement?**

- Visit the My Fios app
- Online at [verizon.com/PayOnline](https://www.verizon.com/PayOnline)

Past due:		This month's charges:		Total due:
\$107.50	+	\$0.00	=	\$107.50
<small>Please pay immediately.</small>				

Your account has been disconnected. Any other charges or credits will appear on your next bill. Overdue balances are subject to collection action. Pay your overdue charges today at [verizon.com/paybill](https://www.verizon.com/paybill).

 **This month's charges**

Past Due	\$107.50
<hr style="width: 100%;"/>	
Total Due Pay Immediately	\$107.50

 **Offers & benefits**

Moving?

We want to come with you. If Fios is available in your new area, Verizon makes it easy for you to take your services with you. So don't leave without us. To find out more, go to [verizon.com/move](https://www.verizon.com/move)

Return only this stub with your payment. We will not review or honor other written notifications. Visit [verizon.com](https://www.verizon.com).

Account Number: [REDACTED]
Pay online at [verizon.com/PayOnline](https://www.verizon.com/PayOnline)

Total Due Pay Immediately: \$107.50 033124
Make check payable to Verizon

\$ _____

00026574 01 AV 0.507 KB04001 1 01 17 XX
RAYMOND GEHRING

TTDTTDTTADTTDTTDAAFDTTAFDDFDDTTFTFDDTFAATDTTAAFFDFDFDFATTTADFAF

DFFATDTTADFATTFDFATFADTTAAAFFDFTAATTTDAAAATDDADDTAFADFTDODDDAATDF

VERIZON
PO BOX 1 6800
NEWARK NJ 071 01 -6800

V5 [REDACTED] 00000010750 000000107508

RAYMOND GEHRING

Account Number: [REDACTED]

Bill Date: March 31, 2024

Detail s of Paym ents

Payments

Payment activity since last bill date.

Previous Balance	107.50
No Payment Received	<u>.00</u>
Past Due	<u>\$107.50</u>



Need your current balance or a payment arrangement?

- Visit the My Fios app
- Online at [verizon.com/PayOnline](https://www.verizon.com/PayOnline)

i Important

PA 911 Surcharge Fee

TO OUR CUSTOMERS IN PENNSYLVANIA: NEW LAW INCREASES THE UNIFORM 911 SURCHARGE EFFECTIVE MARCH 1, 2024

Effective March 1, 2024, a new Pennsylvania law increases the uniform 911 surcharge from \$1.65 to \$1.95 per month.

Important Information Regarding Telecommunications Relay Service (TRS)

TRS provides an operator to telephone users who use text telephones (TTY) or web capable devices (WCD) because they are deaf, hard of hearing, or speech disabled. From payphones, TRS local calls are free; toll calls must be billed to calling cards, prepaid cards (PPC), collect or third-party billing. PPC information is available online at fcc.gov/consumers/guides/prepaid-phone-cards-what-consumers-should-know.

TRS is provided 24 hours a day, 365 days per year with no time limits. For further information call your state TRS Provider, visit the FCC's TRS website at fcc.gov/consumers/guides/telecommunications-relay-service-trs, or read the explanation available in telephone books. Available TRS methods are explained below.

To call a TTY user, dial TRS at 711. A Communications Assistant (CA) will place your call and type your spoken words for the TTY user. The CA will read to you the messages the TTY user sends you. Calls are private, confidential and uncensored. While there is no charge to TRS users for TTY, regular phone charges do apply.

Speech-to-Speech Service (STS) is another form of TRS available by calling 711. The CA can assume an active or passive role in repeating the conversation and follows the same guidelines as with TTY calls.

IP Relay Service is a form of TRS which relays calls from a WCD. A CA follows the TTY call guidelines. Information on IP Relay is available at fcc.gov/consumers/guides/ip-relay-service.

Video Relay Service (VRS) relays calls for those using sign language. VRS information is available at fcc.gov/consumers/guides/video-relay-services.

Some TRS providers offer Captioned Telephone Service (CTS) which is accessed with a captioned telephone and available for persons with some residual hearing. Also available is IP Captioned Telephone Service (IP CTS) which combines elements of captioned telephone service and IP Relay. Information on IP CTS is available at fcc.gov/consumers/guides/internet-protocol-ip-captioned-telephone-service.

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 1.866.483.9700.

• 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 1.844.366.2879.

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 1.888.500.5358.

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.

Credit Reporting

If you fail to pay your bill, Verizon may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

Restatement of Charges

This chart restates your charges by category. To help you maintain your basic telephone service when you can't pay your bill in full, Verizon applies your payment first to Basic and then to Non Basic. Basic includes charges for local calling, applicable taxes and fees. If you don't pay the Past Due Basic amount Verizon could disconnect your local telephone service. If you don't pay Non Basic, Verizon won't disconnect your local telephone service but these Non Basic services may be suspended.

Category	Past Due	New	Total
Basic	76.59	.00	76.59
Non Basic	30.91	.00	30.91
Total	107.50	.00	107.50

Includes approximately \$.00 for PA taxes on utilities

Services

Questions

More Ways to Pay

Bankruptcy Information

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

- Visit verizon.com/Support
- 1.800.Verizon (1.800.837.4966)
- Customers with disabilities, call 1.800.974.6006 (voice or tty)
- Set up auto pay: verizon.com/AutoPay
- Pay in person: verizon.com/PaymentLocations
- Pay by phone (fee applies): 1.800.837.4966



Search

Home / Consumer

Affordable Connectivity Program Providers

This page has been archived and is no longer actively maintained by the FCC.



FCC Affordable Connectivity Program
ACP Has Ended for Now

The ACP Has Ended for Now

Due to a lack of additional funding from Congress, the Affordable Connectivity Program has ended for now. Effective June 1, 2024, households will no longer receive an ACP discount.

ACP enrolled households are strongly encouraged to carefully review written notices from their internet company and from the Universal Service Administrative Company (USAC), the ACP administrator, about the end of the ACP.

Households are also encouraged to consult their internet company to learn more about how the end of the ACP will impact their internet service and bill.

For more updates about the end of ACP, refer to fcc.gov/ACP and AffordableConnectivity.gov.

- Fact Sheet: ACP Has Ended for Now

- Frequently Asked Questions and Answers
 - ACP & Lifeline FAQs | ACP y Lifeline: Preguntas Frecuentes
-

The Affordable Connectivity Program (ACP) was a federal program that offered eligible households a discount of up to \$30 per month toward internet service and up to \$75 per month for households on qualifying Tribal Lands. Eligible households could also receive a one-time discount of up to \$100 toward the purchase of a laptop, desktop computer, or tablet from participating internet companies if the household contributed more than \$10 and less than \$50 toward the purchase price.

The ACP launched in December 2021 and as of February 8, 2024, over 23 million households relied on the program to access affordable internet service before the \$14.2 billion in funding Congress made available ran out.

Not all internet service providers participated in the Affordable Connectivity Program.

The FCC provided the following tools to find a participating provider in your area:

- Use the **Companies Near Me Tool**. You can search internet service providers by city, state/territory, or zip code.
 - Or download the list of participating providers [XLSX]
-

Bureau/Office:

Consumer and Governmental Affairs

Tags:

Broadband Consumer Issues - Consumers - Internet

Updated:

Monday, June 3, 2024

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-888-225-5322

ASL Video Call: 1-844-432-2275



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF CONSUMER SERVICES
400 NORTH STREET, HARRISBURG, PA 17120

Verizon Exhibit 3

2/27/2024

BCS No: 3957029

Raymond Gehring



Dear Raymond Gehring,

The Public Utility Commission has completed its investigation into your informal complaint. Our decision is attached. We sent a copy of this decision information to your utility company. You and the company must both follow this decision. Both parties may appeal this decision. If no one appeals, the decision will become final 20 days after the date of this letter.

If you do not agree with this decision you can appeal it by filing a formal complaint. Complete and return the attached Notification of Intent to Appeal within 20 days of the date on the form. The Commission will mail you formal complaint forms. When you complete and return the formal complaint forms, your appeal begins. The Commission will assign your complaint to the Office of Administrative Law Judge. They will contact you about your formal complaint.

You do not need a lawyer to file an appeal.

You must make all of the payments required by this decision. If you do not make these payments the utility company has the right to shut off your utility service.

Do not mail your payments to the Public Utility Commission. Mail your payments directly to your company.

If you have any questions, please call 1-800-692-7380.

Sincerely,

Jessica Beck
Investigator

**INFORMAL COMPLAINT DECISION
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Raymond Gehring
[REDACTED]

Date: 2/27/2024

V.

BCS: 3957029

Acct. No: [REDACTED]

Verizon Pennsylvania Inc

You contacted the Public Utility Commission asking for help in preventing the termination of your utility service. We investigated your records with the company and decided that:

- Your total account balance is \$129.22. This balance does not include any payments or bills sent out on or after 1/31/2024.
- To restore your service you must pay \$64.61, that will restore your basic service.
- Once service is restored you must pay \$10.77 in addition to your monthly bill to pay off your past due balance.
- You must pay all current bills that become due.
- You must make all payments by the due date of each month's bill and continue making the payments until you pay the account in full.
- If you break this payment agreement, the company may shut off your service. If the company shuts off your service, they may make you pay your full bill plus a reconnect fee and a deposit to restore service.

Jessica Beck
Investigator

This page left blank intentionally.

Notification of Intent to Appeal BCS Decision
and
Request for Formal Complaint Forms

Send this ONLY if you want to appeal this informal decision.

If you intend to appeal this decision, you must return this form to the Secretary of the Commission by 3/8/2024. **(You MUST meet this filing deadline).**

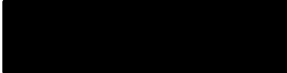
This form is NOT your Formal Complaint form. The formal complaint form will be sent to you when the Secretary's Office receives this document. (This form is your *intent* to appeal).

- Your appeal begins when your signed and dated formal complaint form is received by the Secretary, who will then serve your formal complaint on the utility. (Please know the utility may also appeal the BCS decision).
- The utility must file an Answer to your complaint and they must send you a copy. The Complaint and Answer is then sent to the Office of Administrative Law Judge to schedule a hearing and assign a Judge to your case.
- The Judge will then send you directions to follow as your complaint proceeds through the process.
- *You do not need a lawyer to file an appeal or a formal complaint.*
- **You must attend the hearing and offer evidence to prove your complaint has merit.** *Hearings may be held in person or by telephone.*

Even if you appeal the informal decision, **you must continue to pay current bills and undisputed charges from your utility.** Failure to pay your current bill and undisputed charges could result in the termination of your utility service.

Yes, I want to appeal this decision.

Customer name and address:
(Please correct any mistakes)

Raymond Gehring


(Area Code) Telephone Number

Signature

(Cell Phone Number)

Permission to Text: Yes: ____ No: ____

BCS: 3957029

Date of Mailing: 2/27/2024

Company: Verizon Pennsylvania
Inc

Filing Due Date: 3/8/2024 **(You MUST meet this deadline).**

Send this completed appeal form one of three ways:

1. **Mail by overnight delivery to (deposit date preserves your filing date):**

Secretary - Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

(Note: if you send by regular mail, you risk not meeting the filing deadline).

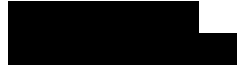
2. **Email to: RA-PCAppeals@pa.gov**
3. **Fax to: 717-265-8273**



**c/o Lisa Morse
13100 Columbia Pike,
Silver Spring, MD 20904**

**Carla M.
Sr. Analyst
Executive Relations**

June 12, 2024

Raymond Gehring


Re: Docket# F-2024-3048169

Dear Mr. Gehring:

We received your handwritten letter in late May and understand that you do not currently have a telephone in your home and that it is a hardship for you to walk the distance to use the courtesy telephone at Reading Hospital to contact us about your complaint.

In light of these difficult circumstances, we have issued a courtesy credit of \$107.50 to your disconnected Verizon account that is the subject of this formal complaint, which brings the balance to zero. This includes eliminating the restoral charge from 12-15-23 that you mentioned in your letter.

Because there is no longer a balance due on your disconnected Verizon account, you are free to order new telephone service from Verizon if you wish to do so. We cannot restore your previous service without speaking with you because the account was disconnected. Therefore, when it is convenient for you to access a telephone to call us you may order new service by calling 1-800-Verizon. You can also request a Lifeline application and discuss the pricing options at that time. However, even with the Lifeline discount Verizon does not offer free landline service.

Verizon is not the only option for Lifeline service. There are a number of other providers, including wireless carriers, that provide Lifeline service in your area. We downloaded a list of Lifeline providers operating in Reading, Pennsylvania, from the Universal Service Administrative Company (USAC) and enclosed it with this letter. The Public Utility Commission should also be able to provide information about Lifeline providers if needed.

You also requested a copy of a "contract" between Verizon and the Federal Communications Commission (FCC) regarding the Affordable Connectivity Program (ACP). That program was not implemented through a contract, but rather through FCC regulations. The ACP was created by Congress through the Bipartisan Infrastructure Law with a limited amount of funding that the FCC was directed to use to provide eligible households with a discount on their monthly internet bill and a one-time discount off the purchase of a laptop, desktop computer, or tablet. The funding Congress initially made available for the ACP has run out. As a result, effective June 1, 2024, the ACP has ended for now.

Raymond Gehring
June 12, 2024
Page 2 of 2

I have enclosed a copy of the FCC's regulations implementing the ACP to respond to your request. I direct your attention to Section 54.1802, which makes clear that the ACP discount can only be applied to a service plan that includes broadband internet access service or a bundle of broadband internet access service along with certain other services. It cannot be applied to stand-alone voice service that does not include internet service.

Verizon is committed to providing quality customer service and appreciates the opportunity to review your concerns. If you would like to speak with us about your formal complaint please contact me directly at 833-888-6121 option 2,1 Extension 4440617, Monday through Friday between the hours of 8:00 AM - 5:00 PM. If you prefer, you can write to me at the address included at the top of this letter (care of Lisa Morse).

If we do not hear from you by July 10, 2024, we will assume that your complaint has been satisfied by our action to zero out the past due balance on your former account and we will file the paperwork to close this formal complaint.

I look forward to working with you on this matter.

Sincerely,
Carla McDuffey.
Verizon Executive Relations

CompaniesInReadingPA

Types of Service:

Home Service: Lifeline home phone or Internet service

Mobile Service: Lifeline mobile phone or Internet service

Company Name	Phone	Type of Service	Company URL
Im Telecom, LLC*	888-801-0012	Mobile Service	https://infinitemobile.com/
StandUP Wireless*	800-544-4441	Mobile Service	https://www.standupwireless.com/learn/
Life Wireless*	888-543-3620	Mobile Service	https://www.lifewireless.com/
Boomerang Wireless*	866-488-8719	Mobile Service	https://www.entouchwireless.com/pages/free_cell_phone_eligibility
Amerimex*	888-900-8593	Mobile Service	https://safetynetwireless.com/how-to-qualify/
AirTalk Wireless*	855-924-7825	Mobile Service	https://airtalkwireless.com
Verizon*	800-837-4966	Home Service	http://www.verizonwireless.com/wcms/consumer/explore/lifeline.html
Assurance Wireless*	888-898-4888	Mobile Service	http://www.assurancewireless.com
Safelink Wireless*	800-723-3546	Mobile Service	https://www.safelinkwireless.com/Enrollment/Safelink/en/NewPublic/index.html
Tag Mobile*	866-959-4918	Mobile Service	https://www.tagmobile.com/
iWireless	888-900-5899	Mobile Service	https://www.accesswireless.com/lifeline/about-the-lifeline-program
Frontier Communications	800-921-8101	Home Service	https://frontier.com/discountprograms/LifelineProgram
Q Link Wireless*	855-754-6543	Mobile Service	https://qlinkwireless.com/
Omnipoint Technology Inc.*	844-764-6800	Home Service	https://www.omnipointbroadband.com
Windstream Communications*	800-347-1991	Home Service	https://www.windstream.com
Yourtel America*	855-299-9990	Mobile Service	http://www.puc.state.pa.us/consumer_info/telecommunications/assistance_programs.aspx
Blue Jay Wireless	855-425-8529	Mobile Service	http://www.bluejaywireless.com/

APPENDIX A

Final Rules

For the reasons set forth above, Part 54 of Title 47 of the Code of Federal Regulations is amended as follows:

PART 54 – UNIVERSAL SERVICE

The authority for part 54 continues to read as follows:

AUTHORITY: 47 U.S.C. 151, 154(i), 155, 201, 205, 214, 219, 220, 229, 254, 303(r), 403, 1004, 1302, 1601-1609, and 1752, unless otherwise noted.

Add subpart R to read as follows:

Subpart R—Affordable Connectivity Program**Sec.**

54.1800 Definitions

54.1801 Participating providers

54.1802 Affordable connectivity benefit

54.1803 Affordable Connectivity Program support amounts

54.1804 Participating provider obligation to offer the Affordable Connectivity Program

54.1805 Household qualification for Affordable Connectivity Program

54.1806 Household eligibility determinations and annual recertification

54.1807 Enrollment representative registration

54.1808 Reimbursement for providing affordable connectivity benefit

54.1809 De-enrollment of subscribers from the Affordable Connectivity Program

54.1810 Consumer protection requirements

54.1811 Recordkeeping requirements

54.1812 Validity of electronic signatures

§ 54.1800 Definitions.

(a) *Administrator*. The term “Administrator” means the Universal Service Administrative Company.

(b) *Affordable connectivity benefit*. The term “affordable connectivity benefit” means a monthly discount for an eligible household, applied to the actual amount charged to such household, in an amount equal to such amount charged, but not more than \$30, or, if an Internet service offering is provided to an eligible household on Tribal land, not more than \$75.

(c) *Broadband Internet access service*. The term “broadband Internet access service” has the meaning given such term in § 8.1(b) of title 47, Code of Federal Regulations, or any successor regulation.

(d) *Broadband provider*. The term “broadband provider” means a provider of broadband Internet access service.

(e) *Commission*. The term “Commission” means the Federal Communications Commission.

(f) *Connected device.* The term “connected device” means a laptop or desktop computer or a tablet.

(g) *Designated as an eligible telecommunications carrier.* The term “designated as an eligible telecommunications carrier,” with respect to a broadband provider, means the broadband provider is designated as an eligible telecommunications carrier under section 214(e) of the Communications Act of 1934 (47 U.S.C. 214(e)).

(h) *Direct service.* As used in this subpart, direct service means the provision of service directly to the qualifying low-income consumer.

(i) *Duplicative support.* “Duplicative support” exists when an Affordable Connectivity Program subscriber or household is receiving two or more Affordable Connectivity Program services concurrently or two or more subscribers in a household have received a connected device with an Affordable Connectivity Program discount.

(j) *Eligible household.* The term “eligible household” means, regardless of whether the household or any member of the household receives support under subpart E of this Part, and regardless of whether any member of the household has any past or present arrearages with a broadband provider, a household in which—

- (1) At least one member of the household meets the qualifications in § 54.409 (a)(2) or (b) of this part (or any successor regulation);
- (2) The household’s income as defined in § 54.1800(k) is at or below 200% of the Federal Poverty Guidelines for a household of that size;
- (3) At least one member of the household has applied for and been approved to receive benefits under the free and reduced price lunch program under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) or the school breakfast program under section 4 of the Child Nutrition Act of 1966 (42 U.S.C. 1773), or at least one member of the household is enrolled in a school or school district that participates in the Community Eligibility Provision (42 U.S.C. 1759a);
- (4) At least one member of the household has received a Federal Pell Grant under section 401 of the Higher Education Act of 1965 (20 U.S.C. 1070a) in the current award year, if such award is verifiable through the National Verifier or National Lifeline Accountability Database or the participating provider verifies eligibility under § 54.1806(a)(2);
- (5) At least one member of the household meets the eligibility criteria for a participating provider’s existing low-income program, subject to the requirements of § 54.1806(a)(2); or
- (6) At least one member of the household receives assistance through the special supplemental nutritional program for women, infants and children established by section 17 of the Child Nutrition Act of 1996 (42 U.S.C. 1786).

(k) *Enrollment representative.* “Enrollment representative” means an employee, agent, contractor, or subcontractor, acting on behalf of a participating provider or third-party entity, who directly or indirectly provides information to the Administrator for the purpose of eligibility verification, enrollment, subscriber personal information updates, benefit transfers, or de-enrollment.

(l) *Household.* A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and

expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians.

(m) *Income*. “Income” means gross income as defined under section 61 of the Internal Revenue Code, 26 U.S.C. 61, for all members of the household. This means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code, Part III of Title 26, 26 U.S.C. 101 et seq.

(n) *Internet service offering*. The term “Internet service offering” means, with respect to a broadband provider, broadband Internet access service provided by such provider to a household.

(o) *Lifeline qualifying assistance program*. A “Lifeline qualifying assistance program” means any of the federal or Tribal assistance programs the participation in which, pursuant to § 54.409(a) or (b), qualifies a consumer for Lifeline service, including Medicaid; Supplemental Nutrition Assistance Program; Supplemental Security Income; Federal Public Housing Assistance; Veterans and Survivors Pension Benefit; Bureau of Indian Affairs general assistance; Tribally administered Temporary Assistance for Needy Families (Tribal TANF); Head Start (only those households meeting its income qualifying standard); or the Food Distribution Program on Indian Reservations (FDPIR).

(p) *National Lifeline Accountability Database*. The “National Lifeline Accountability Database” is an electronic system, with associated functions, processes, policies and procedures, to facilitate the detection and elimination of duplicative support, as directed by the Commission.

(q) *National Lifeline Eligibility Verifier or National Verifier*. The “National Lifeline Eligibility Verifier” or “National Verifier” is an electronic and manual system with associated functions, processes, policies and procedures, to facilitate the determination of consumer eligibility for the Lifeline program and Affordable Connectivity Program, as directed by the Commission.

(r) *Participating provider*. The term “participating provider” means a broadband provider that—

- (1) Is designated as an eligible telecommunications carrier; or
- (2) Meets the requirements established by the Commission for participation in the Affordable Connectivity Program and is approved by the Commission under § 54.1801(b); and
- (3) Elects to participate in the Affordable Connectivity Program; and
- (4) Has not been removed or voluntarily withdrawn from the Affordable Connectivity Program pursuant to § 54.1801(e).

(s) *Tribal lands*. For purposes of this subpart, “Tribal lands” include any federally recognized Indian tribe’s reservation, pueblo, or colony, including former reservations in Oklahoma; Alaska Native regions established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688); Indian allotments; Hawaiian Home Lands - areas held in trust for Native Hawaiians by the state of Hawaii, pursuant to the Hawaiian Homes Commission Act, 1920 July 9, 1921, 42 Stat. 108, et. seq., as amended; and any land designated as such by the Commission for purposes of subpart E of part 54 of title (or any successor regulation) pursuant to the designation process in § 54.412.

§ 54.1801 Participating providers.

(a) *Eligible telecommunications carriers.* A broadband provider that is designated as an eligible telecommunications carrier may participate in the Affordable Connectivity Program as a participating provider.

(b) *Other broadband providers.* A broadband provider that is not designated as an eligible telecommunications carrier may seek approval from the Wireline Competition Bureau to participate in the Affordable Connectivity Program as a participating provider.

(1) The Wireline Competition Bureau shall review and act on applications to be designated as a participating provider on an expedited basis. Such applications shall contain:

- (i) The states or territories in which the provider plans to participate;
- (ii) The service areas in which the provider has the authority, if needed, to operate in each state or territory, but has not been designated an eligible telecommunications carrier; and,
- (iii) Certifications of the provider's plan to combat waste, fraud, and abuse, which shall:
 - (A) Confirm a household's eligibility for the Program through either the National Verifier or a Commission-approved eligibility verification process prior to seeking reimbursement for the respective subscriber;
 - (B) Follow all enrollment requirements and obtain all certifications as required by the Program, including providing eligible households with information describing the Program's eligibility requirements, one-per-household rule, and enrollment procedures;
 - (C) Interact with the necessary Administrator systems, including the National Verifier, National Lifeline Accountability Database, and Representative Accountability Database, before submitting claims for reimbursement, including performing the necessary checks to ensure the household is not receiving duplicative benefits within the Program;
 - (D) De-enroll from the Program any household it has a reasonable basis to believe is no longer eligible to receive the benefit consistent with Program requirements;
 - (E) Comply with the Program's document retention requirements and agree to make such documentation available to the Commission or USAC, upon request or any entities (for example, auditors) operating on their behalf; and
 - (F) Agree to the Commission's enforcement and forfeiture authority.

(2) Notwithstanding subparagraph (b)(1), the Wireline Competition Bureau shall automatically approve as a participating provider a broadband provider that has an established program as of April 1, 2020, that is widely available and offers Internet service offerings to eligible households and maintains verification processes that are sufficient to avoid fraud, waste, and abuse. Such applications seeking automatic approval shall contain:

- (i) The states or territories in which the provider plans to participate;
- (ii) The service areas in which the provider has the authority, if needed, to operate in each state or territory, but has not been designated an Eligible Telecommunications Carrier; and,

(iii) A description, supported by documentation, of the established program with which the provider seeks to qualify for automatic admission to the Affordable Connectivity Program.

(c) *Election notice.* All participating providers shall file an election notice with the Administrator. The election notice shall be submitted in a manner and form consistent with the direction of the Wireline Competition Bureau and the Administrator. All participating providers shall maintain up-to-date contact and other administrative information contained in the election notice as designated by the Wireline Competition Bureau and the Administrator. These updates shall be made within 10 business days of the change in designated information contained in the election notice. The election notice shall be made under penalty of perjury or perjury and at a minimum should contain:

- (1) The states or territories in which the provider plans to participate in the Affordable Connectivity Program;
- (2) A statement that, in each state or territory, the provider was a “broadband provider;”
- (3) A list of states or territories where the provider is an existing Eligible Telecommunications Carrier, if any;
- (4) A list of states or territories where the provider received Wireline Competition Bureau approval, whether automatic or expedited, to participate, if any;
- (5) Whether the provider intends to distribute connected devices, and if so, documentation and information detailing the equipment, co-pay amount charged to eligible households, and market value of the connected devices in compliance with the rules and orders of the Affordable Connectivity Program; and,
- (6) Any other information necessary to establish the participating provider in the Administrator’s systems.

(d) *Alternative verification process application.* In accordance with § 54.1806(a)(2), all participating providers seeking to verify household eligibility with an alternative verification process shall submit an application in a manner and form consistent with the direction of Wireline Competition Bureau. All participating providers shall maintain up-to-date information contained in the application as designated by the Wireline Competition Bureau. These updates shall be made within 10 business days of the change in designated information. The alternative verification process application shall be made under penalty of perjury and at a minimum should contain:

- (1) A description of how the participating provider will collect a prospective subscriber’s—
 - (i) Full name,
 - (ii) Phone number,
 - (iii) Date of birth,
 - (iv) E-mail address,
 - (v) Home and mailing addresses,
 - (vi) Name and date of birth of the benefit qualifying person if different than applicant,
 - (vii) Household eligibility criteria and documentation supporting verification of eligibility, and

(viii) Certifications from the household that the information included in the application is true.

(2) A description of the process the participating provider uses to verify the required subscriber information contained in subpart (1) and why this process is sufficient to prevent waste, fraud, and abuse,

(3) A description of the training the participating provider uses for its employees and agents to prevent ineligible enrollments, including enrollments based on fabricated documents,

(4) A description of why any of the criteria contained in subparts (1)-(3) is not necessary to prevent waste, fraud, and abuse if any of the criteria are not part of the alternative verification process, and

(5) A description of why the participating provider's established program requires approval of an alternative verification process and why the participating provider proposes to use an alternative verification process instead of the National Verifier for eligibility determinations.

(e) *Voluntary withdrawal or involuntary removal of participating providers from the Affordable Connectivity Program.*

(1) *Definitions.* For purposes of paragraph (e) of this section,

(i) *Removal.* Removal means involuntary discontinuation of a provider's participation in the Affordable Connectivity Program pursuant to the process outlined in paragraphs (e)(2)(ii) and (e)(2)(iii) of this section.

(ii) *Suspension.* Suspension means exclusion of a participating provider from activities related to the Affordable Connectivity Program for a temporary period pending completion of a removal proceeding.

(2) *Suspension and removal.*

(i) *Suspension and removal in general.* The Commission may suspend and/or remove a participating provider for any of the causes in paragraph (e)(2)(ii) of this section. Suspension or removal of a participating provider constitutes suspension or removal of all its divisions, other organizational elements, and individual officers and employees, unless the Commission limits the application of the suspension or removal to specifically identified divisions, other organizational elements, or individuals or to specific types of transactions.

(ii) *Causes for suspension or removal.* Causes for suspension or removal are any of the following:

(A) Violations of the rules or requirements of the Affordable Connectivity Program, the Emergency Broadband Benefit Program, the Lifeline program, the Emergency Connectivity Fund or successor programs, or any of the Commission's Universal Service Fund programs;

(B) Any action that indicates a lack of business integrity or business honesty that seriously and directly affects the provider's responsibilities under the Affordable Connectivity Program, that undermines the integrity of the Affordable Connectivity Program, or that harms or threatens to harm prospective or existing program participants, including without limitation fraudulent enrollments.

(C) A conviction or civil judgment for attempt or commission of fraud, theft, embezzlement, forgery, bribery, falsification or destruction of records, false statements, receiving stolen property, making false claims, obstruction of justice, or similar offense, that arises out of activities related to the Affordable Connectivity Program, the Emergency Broadband Benefit Program, the Lifeline program, the Emergency Connectivity Fund or successor programs, or any of the Commission's Universal Service Fund programs.

(iii) *Suspension and removal procedures.* The following procedures apply to the suspension and removal of a participating provider:

(A) The Chief of the Wireline Competition Bureau or Enforcement Bureau will commence a removal proceeding by providing to the participating provider a notice via electronic mail and/or U.S. mail setting forth the legal and factual bases for the initiation of the removal proceeding (as well as notice of any interim measures taken under paragraph (e)(iii)(B) of this section and reasons therefor) and informing the provider of its duty to respond within 30 days of the date of the notice.

(B) Concurrent with the issuance of such notice commencing the removal proceeding, or at any time before a final determination in the proceeding is rendered, the Chief of the Wireline Competition Bureau or Enforcement Bureau may, in light of the facts and circumstances set forth in the notice commencing the removal proceeding, and with notice to the provider of this interim measure, direct that the participating provider be removed from the Commission's list of providers, from the Administrator's Companies Near Me Tool, or from any similar records, and also may direct the Administrator to temporarily suspend the provider's ability to enroll or transfer in new subscribers during the pendency of the removal proceeding. Any such interim actions may be taken only (i) if based upon adequate evidence of willful misconduct that would warrant removal under paragraph (e)(2)(ii) of this section, and (ii) after determining that immediate action is necessary to protect the public interest. In addition, the Chief of the Wireline Competition Bureau or Enforcement Bureau may also direct, with notice to the provider, that an interim funding hold (or partial hold) be placed on the provider upon a determination that there is adequate evidence that the provider's misconduct is likely to cause or has already resulted in improper claims for Affordable Connectivity Program reimbursement and is necessary to protect the public interest. Any funding hold should be tailored in a manner that relates to and is proportionate to the alleged misconduct.

(C) The participating provider shall respond within 30 days of the date of the notice commencing the removal proceeding with any relevant evidence demonstrating that a rule violation or other conduct warranting removal has not in fact occurred and that the provider should not be removed from the Affordable Connectivity Program. Failure to respond or to provide evidence in a timely manner will result in a finding against the provider, removal from the program, and revocation of the provider's authorization to participate in the Affordable Connectivity Program.

(D) Within 30 days of receiving the response, the Chief of the Wireline Competition Bureau or Enforcement Bureau will make a determination and issue an order providing a detailed explanation for the determination. If the Chief of the Wireline Competition Bureau or Enforcement Bureau determines that a preponderance of the evidence fails to demonstrate that there has been conduct warranting removal, then any measures taken under paragraph (e)(2)(iii)(B) will be discontinued immediately. If the Chief of the Wireline Competition Bureau or Enforcement Bureau determines by a preponderance of the evidence that there has been conduct warranting removal, the provider's authorization to participate in the Affordable Connectivity Program will be revoked, and the provider shall be

immediately removed from the program. Upon removal from the program, the former participating provider shall be barred from seeking to rejoin, and from participating in, the Affordable Connectivity Program for at least five years, or such longer period as provided for in the order, based upon review of all relevant circumstances. Any such providers will be similarly barred from participation in any Affordable Connectivity Program successor program during the removal period determined under the Order.

(E) A provider may request reconsideration of the Bureau Chief's determination under paragraph (e)(2)(iii)(D) of this section or submit a request for review by the full Commission pursuant to the Commission's rules. See §§ 1.106, 1.115 of this chapter. A provider may also seek a stay of the Bureau Chief's determination under §§ 1.102(b)(3) and 1.43 of this chapter.

(3) *Voluntary withdrawal.* A participating provider may withdraw its election to participate in the Affordable Connectivity Program by submitting a written notice of voluntary withdrawal to the Administrator at least 90 days before the intended effective date of the withdrawal. The notice of voluntary withdrawal shall include statements that the provider is complying with each of the transition provisions set forth in paragraph (d)(4) of this section.

(4) *Transition provisions for participating providers that are removed or that voluntarily withdraw from the program and their subscribers.*

(i) A participating provider shall cease to enroll or transfer in new households or to advertise or market the discounted rates for its services subject to the affordable connectivity benefit—

(A) Immediately upon the effective date of the final removal determination, unless the provider has already been precluded on an interim basis from transferring in or enrolling new households; or

(B) At least 90 days before the effective date of the provider's voluntary withdrawal from the program.

(ii) A participating provider shall provide notices regarding its removal from the program to its existing eligible household subscribers to which it provides service at discounted rates subject to the affordable connectivity benefit.

(A) The provider shall issue the first notice within 30 days of the removal determination and the second notice at least 15 days before the effective date of the provider's removal from the Affordable Connectivity Program.

(B) Such notices shall include—

(1) A statement that the participating provider will be removed from and no longer be participating in the Affordable Connectivity Program;

(2) The effective date of the provider's removal from the Affordable Connectivity Program;

(3) A statement that upon the effective date of the removal, the service purchased by the eligible household will no longer be available from the provider at the discounted rate subject to the affordable connectivity benefit;

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- (4) The amount that the eligible household will be expected to pay if it continues purchasing the service from the provider after the discounted rate is no longer available;
- (5) An explanation that in order to continue receiving internet service with an affordable connectivity benefit after the provider has been removed from the program, the eligible household must transfer its affordable connectivity benefit to a different participating provider;
- (6) Information on how to locate providers participating in the Affordable Connectivity Program, including the web address for USAC's Companies Near Me tool, any provider listing published by the Commission, and other resources as applicable;
- (7) Instructions on how to find and select a new participating provider and to request such a transfer;
- (8) The provider's customer service telephone number and the telephone number and email address of the Administrator's Affordable Connectivity Program support center; and
- (9) Other information as determined by the Wireline Competition Bureau.
- (iii) A participating provider shall provide written notices regarding its voluntary withdrawal from the program to its existing eligible household subscribers to which it provides service at discounted rates subject to the affordable connectivity benefit.
- (A) The provider shall issue such notices 90 days, 60 days, and 30 days before the effective date of the provider's voluntary withdrawal from the program.
- (B) Such notices shall include—
- (1) The date when the service purchased by the eligible household will no longer be available from the provider at the discounted rate subject to the affordable connectivity benefit;
- (2) The amount that the eligible household will be expected to pay if it continues purchasing the service from the provider after the affordable connectivity program discount is no longer available and the effective date of the new rate;
- (3) An explanation that in order to continue receiving internet service with an affordable connectivity benefit after the provider withdraws from the Affordable Connectivity Program, the eligible household shall transfer its affordable connectivity benefit to a different participating provider;
- (4) Instructions on how to find and select a new participating provider and to request such a transfer;
- (5) Information on how to locate providers participating in the Affordable Connectivity Program, including the web address for the Administrator's Companies Near Me tool, any provider listing published by the Commission, and other resources as applicable; and
- (6) The provider's customer service telephone number and the telephone number and email address of the Administrator's Affordable Connectivity Program support center.

(iv) A provider shall continue providing service to its existing eligible household subscribers at discounted rates subject to the affordable connectivity benefit—

(A) Until the date 60 days after the effective date of the removal or order; or

(B) Until the effective date of its voluntary withdrawal from the program.

(v) A provider that has been removed or that has voluntarily withdrawn from the program may continue to request and receive reimbursements from the Administrator for the amount of the affordable connectivity benefit discounts that it provided to eligible household subscribers during the required 60 days following removal or until voluntary withdrawal, subject to the deadline for filing reimbursement claims.

(vi) The provider shall retain records demonstrating its compliance with these transition requirements.

(f) *Annual Certification by Participating Providers.* An officer of the participating provider who oversees Affordable Connectivity Program business activities shall annually certify, under the penalty of perjury, that the participating provider has policies and procedures in place to comply with all Affordable Connectivity Program rules and procedures. This annual certification shall be made in a manner prescribed by the Wireline Competition Bureau and the Administrator. At a minimum, the annual certification requires the aforementioned officer of the participating provider attest to:

(1) The participating provider having policies and procedures in place to ensure that its enrolled households are eligible to receive Affordable Connectivity Program support;

(2) The participating provider having policies and procedures in place to ensure it accurately and completely provides information to required administrative systems, including the National Verifier, National Lifeline Accountability Database, Representative Accountability Database, and other Administrator Systems; and,

(3) The participating provider acknowledging that (i) it is subject to the Commission's enforcement, fine, or forfeiture authority under the Communications Act, (ii) it is liable for violations of the Affordable Connectivity Program rules and that its liability extends to violations by its agents, contractors, and representatives, (iii) failure to be in compliance and remain in compliance with the Affordable Connectivity Program rules and orders, or for its agents, contractors, or representatives to fail to be in compliance, may result in the denial of funding, cancellation of funding commitments, and the recoupment of past disbursements, and (iv) failure to comply with the rules and orders governing the Affordable Connectivity Program could result in civil or criminal prosecution by law enforcement authorities.

§ 54.1802 Affordable connectivity benefit.

(a) The Affordable Connectivity Program will provide reimbursement to a participating provider for the monthly affordable connectivity benefit on the price of broadband internet access service (including associated equipment necessary to provide such service) it provides to an eligible household plus any amount the participating provider is entitled to receive for providing a connected device to such a household under § 54.1803(b).

(b) A participating provider may allow an eligible household to apply the affordable connectivity benefit to any residential service plan selected by the eligible household that includes broadband internet access service or a bundle of broadband internet access service along with fixed or mobile voice telephony service, text messaging service, or both.

§ 54.1803 Affordable Connectivity Program support amounts.

(a) The monthly affordable connectivity benefit support amount for all participating providers shall equal the actual discount provided to an eligible household off of the actual amount charged to such household but not more than \$30.00 per month, if that provider certifies that it will pass through the full amount of support to the eligible household, or not more than \$75.00 per month, if that provider certifies that it will pass through the full amount of support to the eligible household on Tribal lands, as defined in § 54.1800(s).

(b) A participating provider that, in addition to providing a broadband internet access service subject to the affordable connectivity benefit to an eligible household, supplies such household with a connected device may be reimbursed by an amount equal to the market value of the device less the amount charged to and paid by the eligible household, but no more than \$100.00 for such connected device.

(1) A participating provider that provides a connected device to an eligible household shall charge and collect from the eligible household more than \$10.00 but less than \$50.00 for such connected device;

(2) An eligible household may receive, and a participating provider may receive reimbursement for, no more than one (1) connected device per eligible household;

(3) The eligible household shall not receive such a discount for a connected device, and the participating provider shall not receive reimbursement for providing the connected device at such a discount, if the household or any member of the household previously received a discounted connected device from a participating provider in the Emergency Broadband Benefit Program or in the Affordable Connectivity Program.

§ 54.1804 Participating provider obligation to offer the Affordable Connectivity Program

All participating providers in the Affordable Connectivity Program shall:

(a) Make available the affordable connectivity benefit to eligible households.

(b) Publicize the availability of the Affordable Connectivity Program in a manner reasonably designed to reach those likely to qualify for the service and in a manner that is accessible to individuals with disabilities.

(c) Notify all consumers who either subscribe to or renew a subscription to an Internet service offering about the Affordable Connectivity Program and how to enroll.

(1) Providers shall deliver a notice in writing or orally, in a manner that is accessible to persons with disabilities:

(i) During enrollment for new subscribers;

(ii) At least 30 days before the date of renewal for subscribers not enrolled in the Affordable Connectivity Program who have fixed-term plans longer than one month; and

(iii) Annually for subscribers not already enrolled in the Affordable Connectivity Program who have month-to-month or similar non-fixed term plans.

- (2) The notice shall, at a minimum, indicate;
- (i) The eligibility requirements for consumer participation;
 - (ii) That the Affordable Connectivity Program is non-transferable and limited to one monthly internet discount and a one-time connected device discount per household;
 - (iii) How to enroll, such as a customer service phone number or relevant website information; and
 - (iv) That the Affordable Connectivity Program is a federal government benefit program operated by the Federal Communications Commission and, if the Program ends, or when a household is no longer eligible, subscribers will be subject to the provider's regular rates, terms, and conditions.
- (d) Frequently carry out public awareness campaigns in their Affordable Connectivity Program areas of service that highlight the value and benefits of broadband internet access service and the existence of the Affordable Connectivity Program in collaboration with state agencies, public interest groups, and non-profit organizations and retain documentation sufficient to demonstrate their compliance with the public awareness obligations.

§ 54.1805 Household qualifications for Affordable Connectivity Program.

- (a) To qualify for the Affordable Connectivity Program, a household must constitute an eligible household under the definition in § 54.1800(j).
- (b) In addition to meeting the qualifications provided in paragraph (a) of this section, in order to qualify to receive an affordable connectivity benefit from a participating provider, neither the eligible household nor any member of the household may already be receiving another affordable connectivity benefit from that participating provider or any other participating provider.

§ 54.1806 Household eligibility determinations and annual recertification.

- (a) *Eligibility verification processes.* To verify whether a household is an eligible household, a participating provider shall—
- (1) Use the National Verifier; or
 - (2) Rely upon an alternative verification process of the participating provider, if—
 - (i) The participating provider submits information as required by the Commission regarding the alternative verification process prior to seeking reimbursement; and
 - (ii) Not later than 7 days after receiving the information required under paragraph(a)(2)(i) of this section, the Wireline Competition Bureau—
 - (A) Determines that the alternative verification process will be sufficient to avoid waste, fraud, and abuse; and
 - (B) Notifies the participating provider of the determination under paragraph (a)(2)(ii)(A) of this section.

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- (3) Rely on a school to verify the eligibility of a household based on the participation of the household in the free and reduced price lunch program or the school breakfast program as described in § 54.1800(j)(3). The participating provider shall retain documentation demonstrating the school verifying eligibility, the program(s) that the school participates in, the qualifying household, and the program(s) the household participates in.
- (4) Check its own electronic systems, whether such systems are maintained by the participating provider or a third party, to confirm that the household is not already receiving another affordable connectivity benefit from that participating provider.
- (5) Collect and retain documentation establishing at least one member of the household is enrolled in a school or school district that participates in the National School Lunch Program's Community Eligibility Provision (CEP) (42 U.S.C. 1759a) if enrolling households based on CEP eligibility.
- (b) *Participating providers' obligations.* All participating providers shall implement policies and procedures for ensuring that their Affordable Connectivity Program households are eligible to receive the affordable connectivity benefit. A provider may not provide a consumer with service that it represents to be Affordable Connectivity Program-supported service or seek reimbursement for such service, unless and until it has:
- (1) Confirmed that the household is an eligible household pursuant to § 54.1805(a) and (b);
 - (2) Completed any other necessary enrollment steps, and;
 - (3) Securely retained all information and documentation it receives related to the eligibility determination and enrollment, consistent with § 54.1811.
- (c) *One-per-household worksheet.* If the prospective household shares an address with one or more existing Affordable Connectivity Program subscribers according to the National Lifeline Accountability Database or National Verifier, the prospective subscriber shall complete a form certifying compliance with the one-per-household rule set forth in § 54.1805(b) prior to initial enrollment.
- (d) *The National Lifeline Accountability Database.* In order to receive Affordable Connectivity Program support, participating providers shall comply with the following requirements:
- (1) All participating providers shall query the National Lifeline Accountability Database to determine whether a prospective subscriber is currently receiving an Affordable Connectivity Program supported service from another participating provider; and whether anyone else living at the prospective subscriber's residential address is currently receiving an Affordable Connectivity Program-supported service.
 - (2) If the National Lifeline Accountability Database indicates that a prospective subscriber who is not seeking to transfer his or her affordable connectivity benefit, is currently receiving an Affordable Connectivity Program-supported service, the participating provider shall not provide and shall not seek or receive Affordable Connectivity Program reimbursement for that subscriber.
 - (3) Participating providers may query the National Lifeline Accountability Database only for the purposes provided in paragraphs (d)(1), (d)(2), (e)(1) and (e)(2) of this section, and to determine whether information with respect to its subscribers already in the National Lifeline Accountability Database is correct and complete.

- (4) Participating providers shall transmit to the National Lifeline Accountability Database in a format prescribed by the Administrator each new and existing Affordable Connectivity Program subscriber's full name; full residential address; date of birth; the telephone number associated with the Affordable Connectivity Program service; the date on which the Affordable Connectivity Program discount was initiated; the date on which the Affordable Connectivity Program discount was terminated, if it has been terminated; the amount of support being sought for that subscriber; and the means through which the subscriber qualified for the Affordable Connectivity Program.
- (5) All participating providers shall update an existing Affordable Connectivity Program subscriber's information in the National Lifeline Accountability Database within ten business days of receiving any change to that information, except as described in paragraph (d)(7) of this section.
- (6) All participating providers shall obtain, from each new and existing subscriber, consent to transmit the subscriber's information. Prior to obtaining consent, the participating provider shall describe to the subscriber, using clear, easily understood language, the specific information being transmitted, that the information is being transmitted to the Administrator to ensure the proper administration of the Affordable Connectivity Program, and that failure to provide consent will result in subscriber being denied the affordable connectivity benefit.
- (7) When a participating provider de-enrolls a subscriber from the Affordable Connectivity Program, it shall transmit to the National Lifeline Accountability Database the date of Affordable Connectivity Program de-enrollment within one business day of de-enrollment.
- (8) All participating providers shall securely retain subscriber documentation that the participating provider reviewed to verify subscriber eligibility, for the purposes of production during audits or investigations or to the extent required by National Lifeline Accountability Database or National Verifier processes, which require, inter alia, verification of eligibility, identity, address, and age.
- (9) A participating provider shall not enroll or claim for reimbursement a prospective subscriber in the Affordable Connectivity Program if the National Lifeline Accountability Database or National Verifier cannot verify the subscriber's status as alive, unless the subscriber produces documentation to demonstrate his or her identity and status as alive.
- (10) A participating provider shall apply the Affordable Connectivity Program benefit no later than the start of the first billing cycle after the household's enrollment or transfer, and pass through the discount to the household prior to claiming reimbursement for the discount in the Affordable Connectivity Program.
- (e) *Connected device reimbursement and the National Lifeline Accountability Database.* In order to receive Affordable Connectivity Program reimbursement for a connected device, participating providers shall comply with § 54.1803(b) and the following requirements:
- (1) Such participating provider shall query the National Lifeline Accountability Database to determine whether a prospective connected device benefit recipient has previously received a connected device benefit.
 - (2) If the National Lifeline Accountability Database indicates that a prospective subscriber has received a connected device benefit, the participating provider shall not seek a connected device reimbursement for that subscriber.
 - (3) Such participating provider shall not seek a connected device reimbursement for a subscriber that is not receiving the affordable connectivity benefit for service provided by the same participating provider, except that a participating provider may seek reimbursement for a

connected device provided to a household if the household had been receiving an Affordable Connectivity Program-supported service from that provider at the time the connected device was supplied to the household, but the household subsequently transferred its benefit to another provider before the provider had an opportunity to claim the connected device.

(4) Where two or more participating providers file a claim for a connected device reimbursement for the same subscriber, only the participating provider whose information was received and processed by the National Lifeline Accountability Database or Lifeline Claims System first, as determined by the Administrator, will be entitled to a connected device reimbursement for that subscriber.

(5) All participating providers shall obtain from each subscriber consent to transmit the information required under paragraphs (d)(1) and (e)(1) of this section. Prior to obtaining consent, the participating provider shall describe to the subscriber, using clear, easily understood language, the specific information being transmitted, that the information is being transmitted to the Administrator to ensure the proper administration of the Affordable Connectivity Program connected device benefit, and that failure to provide consent will result in the subscriber being denied the Affordable Connectivity Program connected device benefit.

(6) In a manner and form consistent with the direction of the Wireline Competition Bureau and the Administrator, a participating provider shall provide to the Administrator information concerning the connected device supplied to the household, including device type, device make, device model, subscriber ID of the household that received the device, date the device was delivered to the household, method used to provide the device (shipped, in store, or installed by provider), market value of the device, and amount paid by the household to the provider for the device. No claim for reimbursement for a connected device supplied by the participating provider to the household shall be submitted prior to payment by the household of the amount described in § 54.1803(b)(1).

(f) *Annual eligibility re-certification.*

(1) Participating providers shall re-certify annually all Affordable Connectivity Program subscribers whose initial eligibility was verified through the participating provider's approved alternative verification process or through a school, except where the Administrator using the National Verifier is responsible for the annual recertification of Affordable Connectivity Program subscribers. The Administrator using the National Verifier will re-certify the eligibility of all other Affordable Connectivity Program subscribers. Affordable Connectivity Program subscribers who are also enrolled in Lifeline may rely on a successful recertification for the Lifeline program to satisfy this requirement.

(2) In order to recertify a subscriber's eligibility for the Affordable Connectivity Program, a participating provider shall confirm a subscriber's current eligibility to receive an affordable connectivity benefit by following the eligibility process and requirements under § 54.1806(b)(1)-(5) and shall also follow the requirements and processes for either its alternative verification processes approved under § 54.1806(a)(2) or the eligibility verification processes and requirements for school-based eligibility verifications in § 54.1806(a)(3), confirming that the subscriber still meets the program or income-based eligibility requirements for the Affordable Connectivity Program, and documenting the results of that review.

(3) Where the Administrator is responsible for re-certification of a subscriber's Affordable Connectivity Program eligibility, the Administrator shall confirm a subscriber's current eligibility to receive Affordable Connectivity Program service by:

- (i) Querying the appropriate eligibility databases, confirming that the subscriber still meets the program-based eligibility requirements for the Affordable Connectivity Program, and documenting the results of that review; or
 - (ii) Querying the appropriate income databases, confirming that the subscriber continues to meet the income-based eligibility requirements for the Affordable Connectivity Program, and documenting the results of that review; or
 - (iii) If the subscriber's program-based or income-based eligibility for the Affordable Connectivity Program cannot be determined by accessing one or more eligibility or income databases, then the Administrator shall obtain a signed certification from the subscriber confirming the subscriber's continued eligibility. If the subscriber's eligibility was previously confirmed through an eligibility or income database during enrollment or a prior recertification and the subscriber is no longer included in any eligibility or income database the Administrator shall obtain both an approved Annual Recertification Form and acceptable documentation demonstrating eligibility from that subscriber to complete the recertification process.
- (4) Where the Administrator is responsible for re-certification of subscribers' Affordable Connectivity Program eligibility, the Administrator shall provide to each provider the results of its annual re-certification efforts with respect to that provider's subscribers.
- (5) If a provider is unable to re-certify a subscriber or has been notified by the Administrator that it is unable to re-certify a subscriber, the provider shall comply with the de-enrollment requirements provided for in § 54.1809(d).
- (6) One-Per-Household Worksheet. At re-certification, if the subscriber resides at the same address as another Affordable Connectivity Program subscriber and there are changes to the subscriber's household relevant to whether the subscriber is only receiving one affordable connectivity benefit per household, then the subscriber shall complete a new Household Worksheet. Providers must retain the one-per-household worksheet for subscribers subject to this requirement in accordance with § 54.1811.

§ 54.1807 Enrollment representative registration and compensation.

- (a) *Enrollment representative registration.* A participating provider shall require that enrollment representatives register with the Administrator before the enrollment representative can provide information directly or indirectly to the National Lifeline Accountability Database or the National Verifier.
- (1) As part of the registration process, participating providers shall require that all enrollment representatives provide the Administrator with identifying information, which may include first and last name, date of birth, the last four digits of his or her social security number, email address, and residential address. Enrollment representatives will be assigned a unique identifier, which shall be used for:
- (i) Accessing the National Lifeline Accountability Database;
 - (ii) Accessing the National Verifier;
 - (iii) Accessing any eligibility database; and
 - (iv) Completing any Affordable Connectivity Program enrollment or verification forms.

- (2) Participating providers shall ensure that enrollment representatives shall not use another person's unique identifier to enroll Affordable Connectivity Program subscribers, recertify Affordable Connectivity Program subscribers, or access the National Lifeline Accountability Database or National Verifier.
- (3) Participating providers shall ensure that enrollment representatives shall regularly recertify their status with the Administrator to maintain their unique identifier and maintain access to the systems that rely on a valid unique identifier. Participating providers shall also ensure that enrollment representatives shall update their registration information within 30 days of any change in such information.
- (b) *Prohibition of commissions for enrollment representatives.* A participating provider shall not offer or provide to enrollment representatives, their direct supervisors, or entities that operate on behalf of the participating provider, any form of compensation that is—
- (1) Based on the number of consumers or households that apply for or are enrolled in the Affordable Connectivity Program with the participating provider;
 - (2) Based on revenues that the participating provider has received or expects to receive in connection with the Affordable Connectivity Program, including payments for connected devices;
 - (3) Based on the participating provider permitting the retention of cash payments received from the subscriber as part of the required contribution for a connected device;
 - (4) Shifted, characterized or otherwise classified as compensation paid in connection with other services, business operations, or unrelated to Affordable Connectivity Program activities that is based on Affordable Connectivity Program applications, enrollments, or revenues.

§ 54.1808 Reimbursement for providing monthly affordable connectivity benefit

- (a) Affordable Connectivity Program support for providing a qualifying broadband Internet access service shall be provided directly to a participating provider based on the number of actual qualifying low-income households listed in the National Lifeline Accountability Database that the participating provider serves directly as of the first day of the calendar month.
- (b) For each eligible household receiving the affordable connectivity benefit on a broadband internet access service, the reimbursement amount shall equal the appropriate support amount as described in § 54.1803. The participating provider's Affordable Connectivity Program reimbursement shall not exceed the actual amount charged by the participating provider.
- (c) A participating provider offering a service subject to the affordable connectivity benefit that does not require the participating provider to assess and collect a monthly fee from its subscribers shall not receive support for a subscriber to such service until the subscriber activates the service by whatever means specified by the provider; and
- (1) After service activation, shall only continue to receive reimbursement for the affordable connectivity benefit on such service provided to subscribers who have used the service within the last 30 days, or who have cured their non-usage as provided for in § 54.1809(c); and
 - (2) Shall certify that every subscriber claimed has used their service subject to the affordable connectivity benefit, as "usage" is defined by § 54.407(c)(2), at least once in the last 30 consecutive days or has cured their non-usage as provided in § 54.1809(c), in order to claim that subscriber for reimbursement for a given service month.

(d) A participating provider that, in addition to providing the affordable connectivity benefit to an eligible household, provides such household with a connected device may be reimbursed in the amount and subject to the conditions specified in sections 54.1803(b) and 54.1806(e).

(e) In order to receive Affordable Connectivity Program reimbursement, an officer of the participating provider shall certify, under penalty of perjury, as part of each request for reimbursement, that:

- (1) The officer is authorized to submit the request on behalf of the participating provider;
- (2) The officer has read the instructions relating to reimbursements and the funds sought in the reimbursement request are for services and/or devices that were provided in accordance with the purposes and objectives set forth in the statute, rules, requirements, and orders governing the Affordable Connectivity Program;
- (3) The participating provider is in compliance with and satisfied all requirements in the statute, rules, and orders governing the Affordable Connectivity Program reimbursement, and the provider acknowledges that failure to be in compliance and remain in compliance with Affordable Connectivity Program statutes, rules, and orders may result in the denial of reimbursement, cancellation of funding commitments, and/or recoupment of past disbursements;
- (4) The participating provider has obtained valid certification and application forms as required by the rules in this subpart for each of the subscribers for whom it is seeking reimbursement;
- (5) The amount for which the participating provider is seeking reimbursement from the Affordable Connectivity Fund is not more than the amount charged to the eligible household and the discount has already been passed through to the household;
- (6) Each eligible household for which the participating provider is seeking reimbursement for providing an Internet service offering discounted by the affordable connectivity benefit—
 - (i) Has not been and will not be charged for the amount the provider is seeking for reimbursement;
 - (ii) Will not be required to pay an early termination fee if such eligible household elects to enter into a contract to receive such Internet service offering if such household later terminates such contract;
 - (iii) Was not, after the date of the enactment of the Consolidated Appropriations Act, 2021 as amended by the Infrastructure Investment and Jobs Act, subject to a mandatory waiting period for such Internet service offering based on having previously received broadband Internet access service from such participating provider; and
 - (iv) Will otherwise be subject to the participating provider's generally applicable terms and conditions as applied to other subscribers.
- (7) Each eligible household for which the participating provider is seeking reimbursement for supplying such household with a connected device was charged by the provider and has paid more than \$10.00 but less than \$50.00 for such connected device;
- (8) If offering a connected device, the connected device claimed meets the Commission's requirements, the representations regarding the devices made on the provider's website and promotional materials are true and accurate, that the reimbursement claim amount does not exceed

- the market value of the connected device less the amount charged to and paid by the eligible household, and that the connected device has been delivered to the household;
- (9) If the participating provider used an alternative verification process to verify that each household is eligible for the Affordable Connectivity Program, the verification process used was designed to avoid waste, fraud, and abuse;
- (10) If seeking reimbursement for a connected device, the provider has retained the relevant supporting documents that demonstrate the connected devices requested are eligible for reimbursement and submitted the required information;
- (11) No Federal subsidy made available through a program administered by the Commission that provides funds to be used for the capital expenditures necessary for the provision of advanced communications services has been or will be used to purchase, rent, lease, or otherwise obtain, any covered communications equipment or service, or maintain any covered communications equipment or service previously purchased, rented, leased, or otherwise obtained, as required by § 54.10;
- (12) All documentation associated with the reimbursement form, including all records for services and/or connected devices provided, will be retained for a period of at least six years after the last date of delivery of the supported services and/or connected devices provided through the Affordable Connectivity Program, and are subject to audit, inspection, or investigation and will be made available at the request of any representative (including any auditor) appointed by the Commission and its Office of Inspector General, or any local, state, or Federal agency with jurisdiction over the provider;
- (13) The provider has not offered, promised, received, or paid kickbacks, as defined by 41 U.S.C. 8701, in connection with the Affordable Connectivity Program;
- (14) The information contained in this form is true, complete, and accurate to the best of the officer's knowledge, information, and belief, and is based on information known to the officer or provided to the officer by employees responsible for the information being submitted;
- (15) The officer is aware that any false, fictitious, or fraudulent information, or the omission of any material fact on this request for reimbursement or any other document submitted by the provider, may subject the provider and the officer to punishment by fine or forfeiture under the Communications Act (47 U.S.C. 502, 503(b), 1606), or fine or imprisonment under Title 18 of the United States Code (18 U.S.C. 1001, 286-87, 1343), or can lead to liability under the False Claims Act (31 U.S.C. 3729-3733, 3801-3812);
- (16) No service costs or devices sought for reimbursement have been waived, paid, or promised to be paid by another entity, including any other federal or state program;
- (17) All enrollments and transfers completed by the provider were bona fide, requested and consented by the subscriber household after receiving the disclosures required under § 54.1810(a) and (b), and made pursuant to program rules; and
- (18) The provider used the National Lifeline Accountability Database as a tool for enrollment, reimbursement calculations, and duplicate checks in all states, territories, and the District of Columbia, and checked their records in accordance with § 54.1806(a)(4).
- (f) In order to receive Affordable Connectivity Program reimbursement, a participating provider shall keep accurate records of the revenues it forgoes in providing Affordable Connectivity Program-

supported services. Such records shall be kept in the form directed by the Administrator and provided to the Administrator at intervals as directed by the Administrator or as provided in this subpart.

(g) In order to receive reimbursement, participating providers shall submit certified reimbursement claims through the Lifeline Claims System within six months of the snapshot date in paragraph (a) of this section, or the following business day in the event the 1st is a holiday or falls on a weekend. If the participating provider fails to submit a certified reimbursement claim by the six-month deadline, the reimbursement claim will not be processed.

§ 54.1809 De-enrollment from the Affordable Connectivity Program.

(a) *De-enrollment generally.* If a participating provider has a reasonable basis to believe that an Affordable Connectivity Program subscriber does not meet or no longer meets the criteria to be considered an eligible household under § 54.1805, the participating provider shall notify the subscriber of impending termination of his or her affordable connectivity benefit. Notification of impending termination shall be sent in writing separate from the subscriber's monthly bill, if one is provided, and shall be written in clear, easily understood language. The participating provider shall allow a subscriber 30 days following the date of the impending termination letter to demonstrate continued eligibility. A subscriber making such a demonstration shall present proof of continued eligibility to the National Verifier or the participating provider consistent with the participating provider's approved alternative verification process. A participating provider shall de-enroll any subscriber who fails to demonstrate eligibility within five business days after the expiration of the subscriber's deadline to respond.

(b) *De-enrollment for duplicative support.* Notwithstanding paragraph (a) of this section, upon notification by the Administrator to any participating provider that a subscriber is receiving the affordable connectivity benefit from another participating provider, or that more than one member of a subscriber's household is receiving the affordable connectivity benefit and that the subscriber should be de-enrolled from participation in that provider's Affordable Connectivity Program, the participating provider shall de-enroll the subscriber from participation in that provider's Affordable Connectivity Program within five business days. A participating provider shall not claim any de-enrolled subscriber for Affordable Connectivity Program reimbursement following the date of that subscriber's de-enrollment.

(c) *De-enrollment for non-usage.* Notwithstanding paragraph (a) of this section, if an Affordable Connectivity Program subscriber fails to use, as "usage" is defined in § 54.407(c)(2), for 30 consecutive days an Affordable Connectivity Program service that does not require the participating provider to assess and collect a monthly fee from its subscribers, the participating provider shall provide the subscriber 15 days' notice, using clear, easily understood language, that the subscriber's failure to use the Affordable Connectivity Program service within the 15-day notice period will result in service termination for non-usage under this paragraph.

(d) *De-enrollment for failure to re-certify.* Notwithstanding paragraph (a) of this section, a participating provider shall de-enroll an Affordable Connectivity Program subscriber who does not respond to the provider's attempts to obtain re-certification of the subscriber's continued eligibility as required by § 54.1806(f); or who fails to provide the annual one-per-household re-certification as required by § 54.1806(f)(6). Prior to de-enrolling a subscriber under this paragraph, the provider shall notify the subscriber in writing separate from the subscriber's monthly bill, if one is provided, using clear, easily understood language, that failure to respond to the re-certification request will trigger de-enrollment. A subscriber shall be given 60 days to respond to recertification efforts. If a subscriber does not respond to the provider's notice of impending de-enrollment, the provider shall de-enroll the subscriber from the Affordable Connectivity Program within five business days after the expiration of the subscriber's time to respond to the re-certification efforts.

(e) *De-enrollment requested by subscriber.* If a participating provider receives a request from a subscriber to de-enroll from the Affordable Connectivity Program, it shall de-enroll the subscriber within two business days after the request.

§ 54.1810 Consumer protection requirements.

(a) *Disclosures and consents for enrollment.* Prior to enrolling a consumer in the Affordable Connectivity Program, participating providers shall obtain affirmative consumer consent either orally or in writing that acknowledges that after having reviewed the required disclosures about the Affordable Connectivity Program, the household consents to enroll with the provider.

(1) The disclosures that shall be presented to the consumer shall convey in clear, easily understood terms that:

(i) The Affordable Connectivity Program is a government program that reduces the customer's broadband internet access service bill;

(ii) The household may obtain Affordable Connectivity Program-supported broadband service from any participating provider of its choosing;

(iii) The household may apply the affordable connectivity benefit to any broadband service offering of the participating provider at the same terms available to households that are not eligible for Affordable Connectivity Program-supported service;

(iv) The provider may disconnect the household's Affordable Connectivity Program-supported service after 90 consecutive days of non-payment;

(v) The household will be subject to the provider's undiscounted rates and general terms and conditions if the Affordable Connectivity Program ends, if the consumer transfers their benefit to another provider but continues to receive service from the current provider, or upon de-enrollment from the Affordable Connectivity Program; and

(vi) The household may file a complaint against its provider via the Commission's Consumer Complaint Center.

(2) If standard disclosure and consent language has been provided by the Commission, providers shall present that language to consumers prior to enrollment.

(3) A participating provider shall not link enrollment in the Affordable Connectivity Program to some other action or information supplied to the provider for purposes other than the Affordable Connectivity Program, including but not limited to: (1) not clearly distinguishing the process of signing up for ACP-supported services and devices from the process of signing up for, renewing, upgrading, or modifying other services, including Lifeline-supported services; (2) suggesting or implying that signing up for ACP-supported services and devices is required for obtaining or continuing other services, including Lifeline-supported services; and (3) tying the submission of customer information provided for another purpose (e.g., address verification or equipment upgrade or replacement) to enrollment in the Affordable Connectivity Program.

(b) *Transfers in the Affordable Connectivity Program.* Participating providers shall comply with the following requirements for transferring an eligible household's affordable connectivity program benefit between providers.

(1) Disclosures and subscriber consent:

(i) Prior to transferring an eligible household's affordable connectivity program benefit, the provider transferring in the household shall obtain the household's affirmative consent either orally or in writing that acknowledges that after having reviewed the required disclosures, the household consents to transfer its benefit to the transfer-in provider.

(ii) The oral or written disclosures shall be provided in clear, easily understood language and convey the following information:

(A) That the subscriber will be transferring its affordable connectivity program benefit to the transfer-in provider;

(B) That the effect of the transfer is that the subscriber's affordable connectivity program benefit will be applied to the transfer-in provider's service and will no longer be applied to service retained from the transfer-out provider;

(C) That the subscriber may be subject to the transfer-out provider's undiscounted rates as a result of the transfer if the subscriber elects to maintain service from the transfer-out provider; and

(D) That the subscriber is limited to one affordable connectivity program benefit transfer transaction per service month, with limited exceptions for situations where the subscriber seeks to reverse an unwanted transfer or is unable to receive service from a specific provider.

(iii) The household's oral or written consent shall:

(A) Clearly identify the subscriber name;

(B) Acknowledge the subscriber was provided the disclosure language required under paragraph (b)(1)(ii) of this section;

(C) Indicate that having received the required disclosures, the subscriber gave its informed consent to transfer its benefit to the transfer-in provider; and

(D) Indicate the date of the subscriber's consent.

(iv) Participating providers shall use any standard consent and disclosure language provided by the Commission.

(v) Participating providers shall satisfy the disclosure and consent requirements for each transfer transaction.

(2) Within five business days of completing a subscriber transfer in the National Lifeline Accountability Database, the transfer-in provider shall provide written notice to the transferred subscriber that indicates the following:

(i) The name of the transfer-in provider to which the subscriber's affordable connectivity program benefit was transferred;

(ii) The date the transfer was initiated; and

(iii) An explanation of the dispute process if the subscriber believes the transfer was improper.

(3) Participating subscribers can only transfer their affordable connectivity benefit between providers once in a given service month, with the following limited exceptions:

(i) The subscriber's benefit was improperly transferred;

(ii) The subscriber's service provider ceases operations or fails to provide service;

(iii) The subscriber's current service provider is found to be in violation of affordable connectivity program rules, and the violation impacts the subscriber for which the exception is sought;

(iv) The subscriber changes its location to a residential address outside of the provider's service area for the Affordable Connectivity Program.

(c) *Credit Checks.*

(1) A participating provider shall not:

(i) Consider the results of a credit check as a condition of enrollment in the Affordable Connectivity Program.

(ii) Consider the results of a credit check to determine to which Affordable Connectivity Program-supported internet service plan a household may apply the affordable connectivity benefit.

(iii) Use the results of a credit check to decline to transfer a household's Affordable Connectivity Program benefit.

(d) *Non-payment.*

(1) Bill payment due date means the due date for payment specified on a bill for service charges.

(2) A participating provider shall not terminate an eligible household's service subject to the affordable connectivity benefit on the grounds that the household has failed to pay the charges set forth on a bill for such service unless 90 consecutive days have passed since the bill payment due date.

(e) *Upselling and downselling.*

(1) *Prohibition of inappropriate upselling and downselling.* A participating provider and its agents shall not exert pressure on an eligible household to induce the purchase of a broadband internet access service or bundled plan that is more costly, less costly, affords different features, provides higher or lower speed or bandwidth, is subject to higher or lower data caps, or is bundled with additional services, equipment, or features, or fewer services, equipment, or features, than the service or plan that the household is already purchasing or has inquired about purchasing through the Affordable Connectivity Program.

(2) Prohibited activities include, but are not limited to:

(i) Requiring, as a condition of enrolling the household or applying the affordable connectivity benefit, that the household select a service, bundled plan, or equipment, other than the service

or bundled plan that the eligible household subscriber is already purchasing or using or has inquired about.

(ii) Pressuring an eligible household to purchase a service or bundled plan to benefit the provider but not the household.

(3) Provided that they do not exert pressure on existing or prospective eligible household subscribers, participating providers—

(i) May communicate information regarding tiers of service that afford higher or lower speeds or bandwidth, are available at higher or lower prices, or have features that differ from a service or plan that an eligible household is already purchasing or has inquired about for the Affordable Connectivity Program; and

(ii) May create or promote service plans that are specially priced or designed to meet the needs of eligible households.

(f) *Extended service contracts and early termination fees.*

(1) *Definitions.*

(i) An extended service contract is typically an offer of service at a discount price in exchange for a commitment from the subscriber to remain on that service plan for a set period of time, usually at least a year.

(ii) Early termination fees are fees that a subscriber is obligated to pay if it purchases a service plan subject to an extended service contract but terminates service before the end of the specified term of the contract.

(2) An eligible household may elect to purchase and apply the affordable connectivity benefit to a participating provider's service plan subject to an extended service contract.

(3) Notwithstanding the provisions that apply to subscribers to extended service contracts who are not eligible households, an eligible household shall not be liable for early termination fees if it purchases and applies its affordable connectivity benefit to a service plan subject to an extended service contract but terminates service before the end of the specified term of the contract.

(g) *Restrictions on switching service offerings.*

A participating provider shall not impose any restrictions on a household's ability to switch Internet service offerings, unless, once the consumer enters a delinquent status after the bill due date, the provider limits available service plans to offerings that are covered by the full benefit amount upon advance notice to the household of the change in service.

(h) *Restrictions on switching providers.*

(1) A participating provider shall not engage in any practice that is reasonably likely to cause a household to believe it is prohibited or restricted from transferring its benefit to a different participating provider.

(2) A participating provider shall not:

- (i) Misrepresent or fail to accurately disclose to a household the rules and requirements pertaining to transfers to another participating provider in the Affordable Connectivity Program;
- (ii) Charge a household a fee to transfer their benefit to another participating provider; or
- (iii) Suggest or imply that the provider may change the household's service plan if it transfers the benefit to another participating provider.

(i) *Unjust and unreasonable acts or practices.*

- (1) Providers are prohibited from engaging in unjust and unreasonable acts or practices that would undermine the purpose, intent, or integrity of the Affordable Connectivity Program.
- (2) Such unjust and unreasonable acts or practices include, but are not limited to:
 - (i) Advertising or holding itself out as a participating provider if it is not authorized to participate in the Affordable Connectivity Program;
 - (ii) Engaging in false or misleading advertising of the Affordable Connectivity Program;
 - (iii) Failing to timely provide service, equipment, or devices that are advertised, promoted, or marketed as part of the Affordable Connectivity Program;
 - (iv) Failing to enroll an eligible household as soon as practicable once the provider receives the household's affirmative consent to enroll with that provider;
 - (v) Failing to apply the affordable connectivity benefit to such household on or before the start of the household's next billing cycle;
 - (vi) Failing to deliver a supported connected device within 30 days of obtaining the household's affirmative consent to receive such device; and
 - (vii) Violating any Program rule.

§ 54.1811 Recordkeeping requirements.

Participating providers shall maintain records to document compliance with all Commission requirements governing the Affordable Connectivity Program for the six full preceding calendar years and provide that documentation to the Commission or Administrator, or their designee, upon request. Participating providers shall maintain the documentation related to the eligibility determination and reimbursement claims for an Affordable Connectivity Program subscriber for as long as the subscriber receives the Affordable Connectivity Program discount from that participating provider, but for no less than the six full preceding calendar years.

§ 54.1812 Validity of electronic signatures.

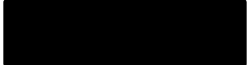
- (a) For the purposes of this subpart, an electronic signature, defined by the Electronic Signatures in Global and National Commerce Act, as an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record, has the same legal effect as a written signature.

(b) For the purposes of this subpart, an electronic record, defined by the Electronic Signatures in Global and National Commerce Act as a contract or other record created, generated, sent, communicated, received, or stored by electronic means, constitutes a record.



Suzan DeBusk Paiva
Associate General Counsel
Suzan.d.paiva@verizon.com

April 22, 2025

Raymond Gehring


Re: Raymond Gehring v. Verizon Pennsylvania LLC;
Docket No. F-2024-3048169

Dear Mr. Gehring:

Enclosed please find a copy of the April 14, 2025 Order of the Public Utility Commission (PUC) directing the parties to confer and determine if this formal complaint can be closed/settled and if not to file an update describing what issues are still in dispute and require a hearing.

It is Verizon's understanding that we have resolved the issues you raised in this formal complaint and that this case should be closed. As explained in our letter of June 12, 2024, Verizon issued a courtesy credit of \$107.50 to your disconnected Verizon account that is the subject of this formal complaint, which brought the balance to zero. Because there is no longer a balance due on your disconnected Verizon account, you are free to order new telephone service from Verizon if you wish to do so.

If we do not hear from you before May 21, 2025 in response to this letter, we will assume that you no longer wish to pursue this formal complaint and we will file a certificate with the PUC to close the case.

If you wish to pursue the complaint, then the PUC must schedule a hearing and you must appear to present your case. If you wish to proceed with a hearing, then please respond to this letter and let us know the following:

1. What issues you believe are still in dispute and require a hearing.
2. How you intend to appear for the hearing. The options are for you to travel to Harrisburg and appear in person or for you to call a toll-free telephone number supplied by the PUC to conduct the hearing telephonically at a specific time. In either case, the PUC will schedule the date and time and inform you. If you fail to appear the case will be dismissed.

Because we understand you do not have access to a telephone, we are enclosing a postage-paid envelope for you to mail back your response. Alternatively, if you are now able to access a telephone and/or email then please contact our Formal Complaint staff member assigned to your case, Whitney Phillips. You can contact her at (833) 888-6121 and select option 2, then option 1, and input her extension at 4440130 or via email at whitney.phillips@verizonwireless.com to further discuss this matter.

We look forward to hearing from you before May 21, 2025 to allow sufficient time for us to prepare the report due to the PUC on May 28, 2025.

Sincerely,

A handwritten signature in blue ink that reads "Suzan D. Paiva/San". The signature is written in a cursive style and is contained within a thin black rectangular border.

Suzan Paiva

Exhibit 6

Date	Time	Type	Creator Id	Creator Name	Note System	Text	Calling Party	Reason for Call
27-Nov-23	5:34 PM	Notes	steje14	██████ JEFFREY	Billing	undefined contacted center and JEFFREY ██████ Reviewed 2023-10-31 bill(s). Agent Notes: B8829494015 customer called to provide acp code explained customer he does not have data only landline customer repeated he wants to speak with acp xfer call. NCM		Billing / Payments
31-Oct-23	2:21 PM	Notes	v296852	██████ Jeanette	Billing	vcap contacted center and Jeanette ██████ Reviewed 2023-09-30 bill(s). Agent Notes: vcap contacted center and Jeanette ██████ Reviewed 2023-09-30 bill(s). Agent Notes: vcap-working poc. provided response from 10/20 call: explained ACP can only be applied towards data svc, its a government program in which verizon has no control of where it can be applied. states was told by 4-5 people that it can be used on the pho	vcap	No customer on line
20-Oct-23	3:29 PM	Notes	v296852	██████ Jeanette	Billing	vcap/customer callbk-takeover-explained ACP can only be applied towards data svc, its a government program in which verizon has no control of where it can be applied. states was told by 4-5 people that it can be used on the phone. advised if has mobile with data plan can be used on that. cx hung up on me after stating putting in a complaint with pcu	vcap	Account Maintenance
20-Oct-23	2:24 PM	Notes	v268078	██████ Latasha	Billing	Raymond contacted center and Latasha ██████ Reviewed 2023-09-30 bill(s). Agent Notes: B88294-94015 looking to add Acp on this acct. adv Acp only works on internet. csr says 5 other people told him he can use the \$30 credit with his phone and he does not believe me request to speak with someone else..left msg for supv/sme to call back	Raymond	Account Maintenance

Resolution

Contact History

Case Contact Attempts			
Date	Owner	Attempt	Notes
11/02/2023 10:43:38 MST	Andrew [REDACTED]	Spoke With Customer- Account Not Safeguarded	called [REDACTED] 6317 spoke to customer and told them that ACP credit is only available for internet customer refused to accept that told customer that there is no other answer for this, customer just wanted to argue, I apologized that they were misinformed by the first verizon rep that they talked to. Also read to the customer off of the fcc and acp website that this only applies to devices that have internet. Customer still refused , kept repeating himself. Told customer their is no additional change I can give.